Health Services
LOS ANGELES COUNTY

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To ensure access to high-quality, patient-centered, cost-effective health care to Los Angeles County residents through direct services at DHS facilities and through collaboration with community and university partners.

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June 04, 2014

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

22 June 4, 2014

SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

APPROVAL OF AMENDMENT NO. 5 TO AGREEMENT NO. H-701585 WITH PHILIPS HEALTHCARE AND A SUCCESSOR AGREEMENT WITH FUJIFILM MEDICAL SYSTEMS, U.S.A., INC.
(ALL DISTRICTS)
(3 VOTES)

CIO RECOMMENDATION: APPROVE (X) APPROVE WITH MODIFICATION ( )
DISAPPROVE ( )

SUBJECT

Approval of Amendment No. 5 to Agreement No. H-701585 with Philips Healthcare for medical equipment maintenance and support, software maintenance and support for Xcelera, and professional services at various Department of Health Services facilities, Sheriff's Department, and the Department of Medical Examiner-Coroner; and a successor Agreement with Fujifilm Medical Systems, USA, Inc. for the provision of equipment maintenance and support, software maintenance and support, and professional services at Department of Health Services facilities.

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize the Director of Health Services (Director), or his designee, to execute an Amendment to Agreement No. H-701585 with Philips Healthcare (Philips), effective upon Board approval to extend the term of the Agreement for the period of five years commencing on January 1, 2015 through December 31, 2019, for medical equipment maintenance and support,

software maintenance and support for Xcelera, and professional services at locations listed on Attachment B with an annual amount of: $6,910,237 for Department of Health Services (DHS); $87,633 for Sheriff's Department (Sheriff); and $33,825 at the Department of Medical Examiner-Coroner (MEC).

2. Authorize the Director, or his designee, to execute a successor Agreement with Fujifilm Medical Systems, U.S.A. Inc. (Fujifilm), effective upon Board approval for the period of seven years commencing on July 1, 2014 through June 30, 2021, for the provision of equipment maintenance and support, software maintenance and support, and professional services at DHS facilities, with an annual amount of $1,930,468 for the first year and $2,032,909 for the subsequent years, with an automatic extension for three additional one-year terms through June 30, 2024, unless DHS gives prior notice not to extend.

3. Delegate authority to the Director, or his designee, to execute Amendments to the abovementioned two Agreements to: (A) implement modifications in accordance with the Agreements' terms and conditions; and (B) incorporate administrative changes to the Agreements, including but not limited to the addition, modification, or removal of any relevant terms and conditions, and otherwise comply with changes in applicable law.

4. Delegate authority to the Director, or his designee, to execute Amendments to the above mentioned two Agreements to increase the total maximum obligation of each Agreement annually by no more than 40 percent (40%) above the annual amount of the first extended term for Philips and first year of the Agreement period for Fujifilm for a combined potential annual increase of $3,584,865 to: (A) add equipment coming off warranty, authorize and pay for out-of-scope repairs or maintenance for equipment that is excluded under each Agreement's basic maintenance services, and add equipment/services at additional locations; (B) provide professional services; and (C) cover emergency, unforeseen and/or out-of-scope as-needed equipment maintenance, repair, and support services.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Philips

Approval of the first recommendation will allow the Director, or his designee, to execute an Amendment to the current Agreement with Philips for the continued provision of equipment maintenance and support services for various types of medical equipment at DHS facilities, Sheriff, and MEC; and for software maintenance and support for Xcelera, an image management software system at Harbor-UCLA Medical Center, LAC+USC Medical Center and Olive View-UCLA Medical Center. Philips assists DHS facilities in managing medical equipment, scheduling the maintenance and repair for thousands of pieces of equipment, and generating compliance reports required by The Joint Commission. Although the current Agreement is not slated to expire until December 31, 2014, Philips agreed to a ten percent (10%) reduction in all rates for equipment maintenance and allowed the reduction to take effect January 1, 2014 of the current term, if the Agreement is extended. Philips also agreed to provide $50,000 in annual training credits for each of the extended periods. The recommended Amendment will reduce the current rates and ensure the continuation of these necessary equipment maintenance and support services to DHS, Sheriff, and

MEC.

Fujifilm

Approval of the second recommendation will allow the Director, or his designee, to execute a successor Agreement with Fujifilm for the continued provision of preventative equipment maintenance and support, software maintenance and support, and professional services for computed radiography digital imaging systems at DHS facilities listed in Attachment B. DHS has successfully negotiated with Fujifilm to maintain the current rates for the entire duration of the Agreement term including the three extension periods. Fujifilm has accepted the Agreement's higher service level standards, which were updated and strengthened to reflect the critical role of Fujifilm equipment and its information technology support in the delivery of healthcare. Fujifilm will connect with other DHS modalities, including the Electronic Health Record (EHR) System, and Online Real-time Centralized Health Information Database (ORCHID).

Over the years, the Fujifilm system has expanded throughout DHS facilities and encompassed changes in radiological technology applicable to direct patient services. Fujifilm equipment is considered medical devices and is regulated by the Food and Drug Administration (FDA). When the Agreement was initially set up, the equipment w not considered Information Technology (IT) equipment. However, Fujifilm's IT ancillary services support data storage, image retrieval, backups, and network distribution of radiological patient information requires a greater IT role. As a result, DHS has drafted a successor Agreement with applicable IT provisions to better protect the County.

Approval of the third recommendation will authorize the Director, or his designee, to amend the Agreements with Philips and Fujifilm to implement modifications in accordance with the Agreements' terms and conditions, to obtain professional services, and to perform any administrative contractual changes to the Agreements as required by applicable law.

Delegated Authority for the Two Agreements

Approval of the fourth recommendation will allow the Director, or his designee, to increase the maximum obligation of the two Agreements up to 40 percent (40%) of the Agreements' respective annual amounts of the first extended term for Philips and first Agreement period for Fujifilm, to provide flexibility and faster response times to ensure patient safety and The Joint Commission compliance, including but not limited to the addition of equipment coming off warranty, emergency work, out-of-scope repairs/support services, additional locations, and professional services.

The Joint Commission requires facilities to ensure routine preventative maintenance, timely repairs, and performance/safety testing of its medical equipment and to maintain patient safety. Therefore, this delegated authority is necessary to enable the Agreements to be amended timely to guarantee that the critical equipment is maintained appropriately and ensure the safety of patients and facility staff, as well as to meet The Joint Commission requirements. Board policy generally allows delegated authority to increase the maximum obligation up to 10 percent (10%). However, based on experience in recent years with several other equipment maintenance service agreements, DHS believes that requesting 40 percent (40%) for potential increases is appropriate since adding even a few pieces of equipment or an additional facility may require a significant funding increase.

The facilities will only request that equipment, locations, and/or support be added if additional services are needed and funding is available in the facility's budget. In accordance with Board Policy 5.120, on April 17, 2014, DHS provided the Board, with a copy to the Chief Executive Officer, the required two-week notice of intent to request a delegation of authority in excess of 10 percent (10%).

Implementation of Strategic Plan Goals

The recommended actions support Goal 1, Operational Effectiveness, and Goal 3, Integrated Services Delivery, of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

The annual amount of the Amendment to the Agreement with Philips is $7,031,695. The annual amount for the Agreement with Fujifilm is $1,930,468 for the first year and $2,032,909 for subsequent years as purchased equipment comes off the original purchasing warranty. The annual amounts by facility for both Agreements are identified in Attachment B.

For the Agreement with Philips, the potential annual increase under the 40 percent (40%) delegated authority is $2,812,678 and would be funded using existing resources. For the Agreement with Fujifilm, the potential annual increase under the 40 percent (40%) delegated authority is $772,187 and would be funded using existing resources.

Funding is included in respective Departments' Fiscal Year 2014-15 Recommended Budgets and will be requested in future fiscal years as necessary. DHS' budget is not impacted by services provided to Sheriff and MEC.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Philips

On October 18, 2005, the Board approved the current Agreement with Philips, who is the Original Equipment Manufacturer (OEM), as Purchase Order (PO) conversion to provide equipment maintenance and support services.

On June 1, 2010, the Board approved an Amendment to the Agreement with Philips to increase the annual maximum obligation for additional maintenance and repair services for the equipment manufactured by GE, Datex, and Siemens at discounted rates with better coverage of expensive parts. Although not the OEM for those pieces of equipment, Philips has a multi-vendor discount program and proposed discounted rates to maintain the equipment manufactured by GE, Datex, and Siemens. In addition, Philips agreed to further assist DHS facilities in managing these assets by scheduling the maintenance and repair for the thousands of pieces of equipment, and generating compliance reports required by The Joint Commission. Philips trained its technicians to be able to maintain the other firms' equipment to ensure the equipment is serviced in accordance with OEM standards.

Subsequent Amendments approved by the Board extended the Agreement through December 31, 2014 and through name change Amendment, Philips Medical Systems, Inc. was changed to Philips Healthcare.

Sheriff has four pieces of equipment and MEC has one piece of equipment under this Agreement. It is not cost effective for Sheriff and MEC to establish a separate Agreement with Philips. Therefore, Sheriff and MEC have requested continuing inclusion of their equipment in the DHS Agreement with Philips. Philips invoices Sheriff and MEC separately.

Fujifilm

On April 2, 2002, the Board approved an Agreement with Fujifilm for the provision of preventive equipment maintenance and support, software maintenance and support, and professional services for Computed Radiography Digital Imaging Systems at LAC+USC MC and Martin Luther King, Jr. Medical Center. Subsequent Amendments broadened Fujifilm's services to DHS Medical Centers and Comprehensive Health Centers (CHC's), and extended the term of the Agreement through June 30, 2014.

Both Agreements

These Agreements are not subject to Proposition A as services cannot currently be provided by County staff, and are not subject to the Cost of Living Wage Program (Los Angeles County Code Chapter 2.201).

County Counsel will review and approve the Amendment with Philips and the Agreement with Fujifilm prior to execution. The Chief Executive Office's Risk Management Operations (CEO-RMO) reviewed the indemnification language in the Amendment with Philips, which is not the County's standard language but CEO-RMO agrees that the additional risk has not been significantly increased by the language proposed by Philips.

The County's Chief Information Officer (CIO) recommends approval of the Amendment with Philips and the Agreement with Fujifilm (Attachment A includes the CIO's concurrence with DHS' recommendations). Both Fujifilm and Philips have agreed to take appropriate actions with third-party vendors (e.g., Microsoft) to certify patches and ensure necessary support, in order to mitigate the County's risk of potential breaches.

CONTRACTING PROCESS

DHS continues to purchase Philips equipment and it is critical to retain an Agreement so that equipment and software no longer covered under the original PO warranties are transferred into an existing Agreement. The recommended Amendment to the existing Agreement with Philips is also advantageous to the County since Philips is reducing pricing by ten percent (10%) as of January 1, 2014 and continuing discount through the five year extension period.

Fujifilm is an OEM and is the sole provider of maintenance and support services and parts for this proprietary diagnostic equipment. Contracting with Fujifilm will ensure that DHS complies with FDA regulations and The Joint Commission accreditation standards. DHS and IT County Counsel has opted to pursue a successor Agreement in lieu of an Amendment to the existing Agreement because the existing Agreement was first executed without CIO involvement. Consequently, the recommended Amendment contains applicable IT provisions to better protect the County.

DHS procures the continued maintenance and repair services from the OEMs, whenever possible, to ensure that covered equipment performs in accordance with the manufacturer's specification and complies with all accrediting and licensing agencies' requirements, including The Joint Commission.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommendations will allow DHS, Sheriff, and MEC to obtain ongoing critical equipment maintenance and repair services for facility operations.

Respectfully submitted,

Mitchell H. Katz, M.D.
Director

RICHARD SANCHEZ
Chief Information Officer

MHK:RS:jl

Enclosures

c: Chief Executive Office
County Counsel
Executive Office, Board of Supervisors
Sheriff's Department
Department of Medical Examiner-Coroner

RICHARD SANCHEZ
CHIEF INFORMATION OFFICER

Office of the CIO

CIO Analysis

NUMBER:	DATE:
CA 14-09	5/6/2014

SUBJECT:

APPROVAL OF AMENDMENT NO. 5 TO AGREEMENT NO. H-701585 WITH PHILIPS HEALTHCARE AND A SUCCESSOR AGREEMENT WITH FUJIFILM MEDICAL SYSTEMS, U.S.A., INC.

RECOMMENDATION:

☒ Approve ☐ Approve with Modification ☐ Disapprove

CONTRACT TYPE:

☒ New Contract (Fujifilm Successor Agreement) ☐ Other: Hardware Purchase
☒ Amendment No. 5 to Agreement No.: H-701585 (Philips Healthcare) ☐ Sole Source

CONTRACT COMPONENTS:

☒ Software ☒ Hardware
☐ Telecommunications ☒ Professional Services

SUMMARY:

Department Executive Sponsor: Mitchell H. Katz, M.D., Director, Department of Health Services

Description:

The Department of Health Services (DHS) is requesting delegated authority from the Board to execute:

1) An Amendment to Agreement with Phillips Healthcare for medical equiment maintenance; and
2) A successor Agreement with Fujifilms Medical Systems for maintenance and support services.

DHS is also seeking delegated authority to amend the two Agreements to increase the total maximum obligation by no more than 40 percent above the annual maximum obligation for a combined potential annual increase of $3,584,865 to:

a) Add equipment coming off warranty, authorize and pay for out-of-scope repairs, or maintenance;
b) Provide professional services; and
c) Cover emergency or unforeseen maintenance, repair, and support services.

Philips Amendment Amount $35,158,475 Funding: DHS FY 2014-15 Recommended Budget
Fujifilm Agreement Amount: $20,226,649 Funding: DHS FY 2014-15 Recommended Budget

☐ Legislative or Regulatory Mandate ☐ Subvened/Grant Funded: N/A

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Strategic and Business Analysis	PROJECT GOALS AND OBJECTIVES: The objective of both projects is to minimize any disruptions to patient care at County facilities and to provide continuous preventative maintenance and support of medical equipment and software, including but not limited, to medical imaging and radiology equipment, picture archiving communication and image management systems, among others, all of which are critical components in the provision of quality patient-centered care.
	BUSINESS DRIVERS: The main business driver of both projects is to sustain quality patient care by providing uninterrupted access and availability of both Philips and Fujifilm equipment and software, and to ensure proper maintenance and support to comply with existing government regulations (e.g., Food and Drug Administration (FDA) and accreditation standards of The Joint Commission).
	PROJECT ORGANIZATION: Philips Jina Chung, M.D., Assistant Director, Cardiac CT is the Clinical Project Manager and Margie Shintani is the IT Project Manager. Fujifilm Anton Mlikotic M.D. and Denise Andrews-Tang, M.D. are the County's DHS Project Executive Sponsors; Laurie Martinez, Associate Chief, Project Delivery Division, is the DHS Project Director; and Reggie McElroy, PACS Section Manager, is the DHS Project Manager.
	PERFORMANCE METRICS: Philip's performance and response times, uptime, and availability levels for maintenance and support are clearly articulated in the Agreement's Exhibit A, Attachment B - Uptime Guarantee. Fujifilm's robust performance and response times, uptime, and availability levels for maintenance and support are clearly articulated in the Agreement's service level requirements, reflecting the critical nature of the equipment and software components.
	STRATEGIC AND BUSINESS ALIGNMENT: These actions support Goal 1, Operational Effectiveness and Goal 3, Integrated Services Delivery, of the County's Strategic Plan.
	PROJECT APPROACH: The Philips Amendment will continue and expand uninterrupted maintenance and support services for medical equipment and software to include Xcelera, under the Agreement.

	Fujifilm equipment and software components have been implemented throughout the DHS enterprise. The successor Agreement will continue uninterrupted maintenance and support services for this critical medical equipment and software.
	ALTERNATIVES ANALYZED: As Original Equipment Manufacturers (OEMs), both Philips and Fujifilm are the only vendors capable of maintaining and supporting their respective proprietary products.
Technical Analysis	ANALYSIS OF PROPOSED IT SOLUTION: Philips has implemented an image management system called Xcelera, for cardiology, at Harbor-UCLA Medical Center (H-UCLA MC). Xcelera manages the images and provides reporting functionality for physicians. H-UCLA MC is currently implemented on Xcelera version 4.1. For LAC+USC Medical Center and Olive View Medical Center, Xcelera will be replaced with Cerner's cardiology module upon ORCHID live; DHS anticipates H-UCLA MC termination of Xcelera after ORCHID live. Xcelera is the core cardiology imaging system and connects with various medical modalities to acquire images for specialities, including catheterization and echocardiography, and passes them into a permanent archive for long-term storage. Xcelera also provides reporting functionality, such that data can be exported to hospital systems, including ORCHID. Xcelera is hosted on physical servers at the three facilities mentioned above. Xcelera currently utilizes standard HL7 interfaces between the DHS Affinity system and Xcelera. During ORCHID implementation, interfaces will be developed between Xcelera and ORCHID. Eventually, Xcelera will be replaced by the ORCHID cardiology module. <u>Application and Hardware Stack:</u> <u>Software:</u> Xcelera 4.1 is the latest version and is a client server based system. It has core components that handles requests and also allows storage. Its interface is via an Xcelera Connect. <u>Database:</u> SQL Server 2008 R2 x64 SP2. Typically the storage grows by about 3 Terabytes per year for all 3 hospitals. <u>Interface:</u> Xcelera Connect interface software for Admissions, Discharges, and Transfers (ADT) and Orders inbound and Results outbound interfaces. <u>Hardware:</u> Dell Intel-based standalone system to be replaced with a virtual environment at DHS. DHS' Fujifilm Radiology Picture, Archiving, and Communications System (PACS), known as Synapse, is a standard, enterprise-wide turnkey comprehensive radiology solution that has been implemented throughout

DHS. DHS is currently pursuing a PACS consolidation project to centralize and build redundancy between the LAC+USC MC and Martin Luther King Multi-Service Ambulatory Care Center (MLK MACC) Data Centers. Fujifilm equipment and software associated with PACS require ongoing maintenance and support, which will be provided through the recommended Agreement.

Application and Hardware Stack:

The new Fuji PACS Consolidated System will be implemented with existing Synapse software licenses purchased in 2005. The Synapse client is web-based. The Synapse Operating System (OS) is on a Microsoft Windows Server platform. The Synapse OS uses a Fuji proprietary custom Oracle database.

Financial Analysis

BUDGET:

Philips

Ongoing annual costs:	
Maintenance & support total	$35,158,475
($7,031,695 per year for a 5-year term)	
Sub-total Agreement Costs:	**$35,158,475**
Optional contingency total (approx. 40%):	$14,063,390
($2,812,678 per year for a 5-year term)	
Total Agreement Costs (5-years):	**$49,221,865**

Fujifilm

Ongoing annual costs:	
Maintenance & support	$14,127,922
(1st yr is $1,930,468; subsequent 6 yrs,	$ 2,032,909 per year)
Three 1-year options (maximum):	$ 6,098,727
($2,032,909 per year)	
Sub-total Contract Costs:	**$20,226,649**
Optional contingency total:	$ 7,721,872
($772,187 per year for 10-years)	
Total Agreement Costs (10-years):	**$27,948,521**

Risk Analysis

RISK MITIGATION:

1. The Chief Information Security Officer (CISO) has reviewed the Amendment and Agreements and one potential IT Security and privacy related issue is identified.
2. There is a potential major risk as Microsoft Windows XP operating system support ended as of April 8, 2014. There are potentially numerous workstations used by Fujifilm and Philips, which may be used for medical devices using the same operating system. DHS, including their Departmental Information Security Officer, need to work with these vendors to ensure they have acquired Microsoft's XP

	extended support and any other sunseted operating systems e.g., Windows 2000. This provides for continuance availability of security patches in addition to maintaining current anti-virus and anti-malware protection. 3. CIO approval is contingent upon DHS including provisions to perform patch management and maintaining currency with supported operating systems in both the Philips and Fujifilm Agreements.
CIO Approval	PREPARED BY: R Sanchez for — 5-20-14 Sanmay Mukhopadhyay, Sr. Associate CIO — Date
	APPROVED: R Sanchez — 5-20-14 Richard Sanchez, County Chief Information Officer — Date

Please contact the Office of the CIO (213.253.5600 or info@cio.lacounty.gov) for questions concerning this CIO Analysis. This document is also available online at http://ciointranet.lacounty.gov

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DEPARTMENT OF HEALTH SERVICES
Equipment Maintenance Repair Services Agreements

Attachment B

Philips	*Annual Amount (Jan 1, 2014 - Dec 31, 2019)
LAC+USC MC	$ 4,264,955
Hudson CHC	$ 90,726
El Monte CHC	$ 124,030
Roybal CHC	$ 57,849
H-UCLA MC	$ 1,141,733
Long Beach CHC	$ 7,616
OV-UCLA MC	$ 467,328
Mid Valley CHC	$ 30,294
RLANRC	$ 169,510
HD MACC	$ 146,339
MLK MACC	$ 369,998
Humphrey CHC	$ 38,535
EMS	$ 1,324
DHS Total	$ 6,910,237
Sheriff's Department	$ 87,633
Department of Medical Examiner-Coroner	$ 33,825
Philips Total	$ 7,031,695
Total Potential Annual Increase under 40% delegated authority	$ 2,812,678

Fujifilm	Annual Amount for first year of the Agreement (Jul 1, 2014 - June 30, 2015)	Annual Amount for subsequent years of the Agreement (Jul 1, 2015 - June 30, 2016)
LAC+USC MC	$ 865,626	$ 919,980
Hudson CHC	$ 34,859	$ 34,859
El Monte CHC	$ 26,143	$ 26,143
Roybal CHC	$ 25,756	$ 25,756
H-UCLA MC	$ 316,817	$ 324,118
OV-UCLA MC	$ 259,002	$ 286,642
RLANRC	$ 128,176	$ 128,176
HD MACC	$ 72,582	$ 85,728
MLK MACC	$ 174,504	$ 174,504
Humphrey CHC	$ 27,003	$ 27,003
Fujifilm Total	$ 1,930,468	$ 2,032,909
Total Potential Annual increase under 40% delegated authority	$ 772,187	$ 772,187

Total Potential Annual increase under 40% delegated authority	$ 3,584,865

*** Period Jan 1, 2014 through Dec 31, 2014 under the current Agreement term. Pricing schedule reflects discounted price that will take effect upon execution of this Amendment.**

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