

**AMENDMENT #1 TO SERVICES AGREEMENT BETWEEN
COUNTY OF MONTEREY &
ROBINSON & ASSOCIATES CONSULTING, LLC.**

THIS AMENDMENT is made to the AGREEMENT for provision of consulting and evaluation services to develop requirements in support of the issuance of a Request for Proposal (RFP) for the consideration, identification, and selection of a unified Electronic Health Record (EHR) Tool between **ROBINSON & ASSOCIATES CONSULTING, LLC.**, hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County".

WHEREAS, the County Departments of Health and Natividad Medical Center would like to collaborate with the mutual intent to evaluate the existing disparate systems to develop a comprehensive County requirements for the issuance of an RFP;

WHEREAS, the collaboration of the two major County Departments that serve residents of Monterey County in the area of in-patient, out-patient, and behavioral healthcare that collectively provide the full continuum of healthcare to the residents of the County of Monterey, and

WHEREAS, the County and CONTRACTOR wish to amend the AGREEMENT to incorporate the Natividad Medical Center and the proprietary applications currently utilized in the evaluation services and to increase the total amount of the AGREEMENT due to the additional services.

NOW THEREFORE, the County and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. **Section 1.01, "GENERAL DESCRIPTION"** shall be amended by removing, "*provision of consulting and evaluation services to develop requirements in support of the issuance of a Request for Proposal (RFP) for the consideration, identification, and selection of a unified EMR tool.*" and replacing it with, "*provision of consulting and evaluation services to develop requirements in support of the issuance of a Request for Proposal (RFP) for the consideration, identification, and selection of a unified EHR solution.*"
2. **Section 2.0, "PAYMENTS BY THE COUNTY"** shall be amended by removing, "*The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of \$99,600.00.*" and replacing it with "*The total amount payable by County to CONTRACTOR under this AGREEMENT shall not to exceed the sum of \$387,820.00.*"
3. **Section 3.0, "TERM OF AGREEMENT"** shall be amended by removing, "*The term of this Agreement is from May 1, 2015 to April 30, 2017, unless sooner terminated pursuant to the terms of this Agreement.*" and replacing it with "*The term of this AGREEMENT is from May 1, 2015 to December 17, 2017, unless sooner terminated pursuant to the terms of this AGREEMENT.*"
4. **EXHIBIT A "SCOPE OF SERVICES/PAYMENT PROVISIONS"** shall be removed.
5. **EXHIBIT A-1, "SCOPE OF SERVICES/PAYMENT PROVISIONS"** shall be added to the AGREEMENT.

6. **EXHIBIT C, "SERVICE BREAKDOWN"** shall be added to the AGREEMENT.
7. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.
8. A copy of the AMENDMENT shall be attached to the original AGREEMENT executed by the County on June 11, 2015.

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IN WITNESS WHEREOF, the parties have executed this AMENDMENT #1 on the day and year written below.

MONTEREY COUNTY

CONTRACTOR

Contracts/Purchasing Officer

By: Carol Robinson
Signature of Chair, President, or
Vice-President

Dated: _____

Carol Robinson, Principal
Printed Name and Title

Approved as to Fiscal Provisions:

Dated: 11/12/15

Deputy Auditor/Controller

By: Katrina Lomborg
(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)*

Dated: 12-7-15

Approved as to Liability Provisions:

Katrina Lomborg, Managing Director
Printed Name and Title

Risk Management

Dated: 11/11/15

Dated: _____

Approved as to Form:

Deputy County Counsel

Dated: 12/7/15

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

EXHIBIT A-1
SCOPE OF SERVICES/PAYMENT PROVISIONS

I. Summary of Scope

The intent of the County of Monterey is to support the integration of physical and behavioral healthcare with a unified electronic health records (EHR) tool. This requires a thorough evaluation and assessment of the existing system to develop requirements in support of the issuance of two Request for Proposals (RFP); one for the consideration, identification, and selection of a unified EHR and one for a data exchange solution to connect existing County EHRs, if that is desired as an interim step by the County. The consulting services as defined in this scope of work is necessary to identify the current state of the segregated systems, the needs from a technical, clinical, analytical, privacy, and fiscal perspective to better define the scope necessary for unified tool that will be chosen through the RFP process, and any interim steps to increase electronic data availability for County providers, as they strive to meet the needs of their clients. The expected outcomes from the CONTRACTOR under this Agreement will be:

- Evaluation and formal written assessment of the existing issues with the existing electronic health records systems by conducting interviews with County designated individuals from the following teams: Clinical, Analysis, Technical, Fiscal, and Privacy/Compliance.
- Evaluation and formal written assessment of the needs from an electronic health records system by conducting interviews with the County designated individuals from the following teams: Clinical, Analysis, Technical, Fiscal, and Privacy/Compliance, and other identified individuals, as determined by Monterey County Health Department (MCHD) and Natividad Medical Center (NMC) project leaders. This will require analyzing the needed clinical and administrative features from all stakeholders accessing the EHR, pulling data from the EHR, inputting data into the EHR, reporting from the EHR, and billing from the EHR.
- Identify the existing EHR solutions that are top tiered in the healthcare industry with relevant agency implementations. Provide an evaluation of options and an implementation roadmap. Options will be provided for a unified EHR system and for health information exchange (HIE) solutions that could satisfy short-term or interim objectives for the County.
- Formal scope and needs requirement that includes all categories of stakeholders that will be included in each RFP.
- Develop RFP scoring tools, and, for the unified EHR system, create a short list of potential solutions for Phase I of the RFP response review. Develop the process for identifying use cases to be used for Phase II of the RFP review, where the short list vendors will be asked to demonstrate their EHR systems, and following the demonstrations, gather stakeholder input to inform the evaluation process. Conduct reference checks for short list of prospective vendor solutions. Present findings to County.
- **Optional** as Requested/Approved by County: Once a vendor is chosen Contractor will provide transitional support to selected vendor(s), as desired by County, to ensure project knowledge transfer is complete, and there is a smooth handoff of all project documentation.

CONTRACTOR will not be a respondent to either of the resulting RFPs as a potential vendor but will provide unbiased evaluation and assessment with the subsequent needs reports that will be converted to the scope of the RFPs.

II. Description of Services

The services under this Agreement will be provided by the Contractor in phases **with County approval to precede each phase**. CONTRACTOR shall adhere to disciplined project management principles throughout the performance of this Agreement. CONTRACTOR services will be as follows:

A. Phase I

1. Develop Project Plan and Project Charter with a clear delineation of MCHD, NMC, and CONTRACTOR responsibilities
 - a. Project timeline with projected milestones
 - b. Project roles
 - c. Project governance structure
2. Develop a Project Governance and Communication Plan
 - a. Outline the project governance structure between NMC and the MCHD
 - i. Delineation of decision-making processes
 - b. Recommendations for the internal and external communication strategies related to this project
 - i. Outline of internal communication needs and key messages for employees of MCHD and NMC around this initiative
 - ii. Outline of external communication needs and key messages.
3. Data Collection and Analysis
 - a. Project kick-off meeting and project scope discussion with County Project Sponsor and Project Managers;
 - b. Thorough review of all relevant documents provided by MCHD and NMC;
 - c. Research applicable federal and state issues;
 - d. Interviews (in-person and by phone) with County staff connected with the business, clinical, and technical administration of primary care delivery and the OCHIN Epic Ambulatory EHR system;
 - e. Interviews (in-person and by phone) with county staff connected with the business, clinical, and technical administration of mental health services and the Avatar EHR system currently utilized by the MCHD, Behavioral Health Bureau;
 - f. Interviews (in-person and by phone) with MCHD staff connected with the business, clinical, and technical administration of all services and the MEDITECH EHR system currently utilized by NMC;
 - g. Electronic survey and phone interviews with EHR system users;
 - h. Phone interviews with EHR system vendors; and
 - i. In-person small focus group meeting with patients having health data in existing EHR systems.
4. Policy and Procedure Consideration

During the Data Collection and Analysis Phase a thorough review of all policies, procedures, and reporting requirements will be conducted, including those relating to the use, disclosure and re-disclosure, transmission, and consent to transmit mental health data. This includes policies, procedures, reporting requirements, and privacy practices that are County-specific, those related to HIPAA, FERPA, or State-specific (e.g. Welfare and Institutions Code 5328, Short-Doyle Act, etc.). It will be equally important to have a clear understanding of any plans to change such policies and procedures. We will review the County objectives for improved clinical and/or business outcomes that depend on specific data integration use-cases, including use cases that go beyond mental health and physical health services, i.e., programs and services provided by other County and community partner organizations.

5. Data Collection and Analysis

CONTRACTOR will produce an Analysis Report with four distinct components as described in the Table below.

Analysis Report	Description	Details
Definition of Health IT Components	The scope of the Analysis and Recommendations will be determined by initially defining the technical components being evaluated through this initiative.	<ul style="list-style-type: none"> • To ensure the greatest degree of extensibility and flexibility to connect additional data sources and systems over time, we will work with the County and NMC to review and determine which health IT systems/functions should be included in the data collection and analysis phase of this project. • The definition of health IT components may be revised after the desired "Future-State" has been developed in the next step of the analysis.
Description of Desired "Future-State"	Monterey County leadership and key stakeholders will be asked to describe the desired "Future State" of connectivity for defined health IT components, to meet County and NMC goals.	<ul style="list-style-type: none"> • Stakeholders include clinical, analysis, fiscal, steering committee, and providers. • One 2-3 hour facilitated meeting (in-person). • Advance meeting materials (created by R&A) will prepare participants for the visioning session.
Environmental Scan	Description of the "Current State" of defined health IT components and resources, within the County of MCHD and NMC's business, clinical, and technical departments.	<ul style="list-style-type: none"> • Current technology systems in use. • Capability of current systems to meet current business needs. • Capability of current systems to meet current clinical needs. • Technical assistance (TA) needs and wait times for TA support of current technology systems (internal and contracted resources). • Effectiveness of the use of current technology systems (review of training, workflow, and potential cultural barriers to using current systems). • Policies and procedures review.

Gap Analysis	Outline of the gaps in the health IT capability to enable the desired Future-State of integration and connectivity to meet Monterey County’s goals.	<ul style="list-style-type: none"> • Technology performance gaps. • Gaps in training or time for effective utilization of health IT tools. • Gaps in the integration of health IT into clinic workflows, and potential cultural issues.
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6. Expected Outcomes for Phase I:

- a. Define Health IT Components
- b. Identify the current state of the existing systems
- c. Identify the desired future state of a unified EHR system and opportunities for interim data exchange solutions
- d. Provide a gap analysis between current state and desired future state
- e. County to review the Analysis Report

B. Phase II – Evaluation and Assessment of Options & Requirements

1. CONTRACTOR will produce a clear and comprehensive Requirements Report delineating the following categories in a unified product with:
 - a. Clinical
 - b. Fiscal
 - c. Analysis/Analytics
 - d. Technical requirements that includes all applicable laws related to PHI

2. CONTRACTOR will query and identify the industry standard products and solutions and narrow down potential solutions to those that best meet the County’s goals of a unified EHR system, as well as options for interim data exchange solutions between existing systems. This will not be the RFP process but an analysis of the top tiered Health EHR products deployed in the industry as part of the assessment. The evaluation will include the following:
 - a. Text, tables, and figures, that will depict key themes that emerged from each component of the evaluation and will provide County with a ranked set of options, highlighting the strengths and weaknesses of each potential IT approach, based on industry best practices from clinical, business and technical perspectives.
 - b. Technical Options Report will include three distinct components described in the Table below.

Technical Options Report	Description	Details
Technical Requirements Assessment	The Technical Requirements Assessment will outline the technical requirements to enable the desired “Future State” for a more unified approach to providing physical and mental health care in Monterey County, laying the groundwork for broader integration across other County services (dental, social services, etc.) in the future.	<ul style="list-style-type: none"> • The Assessment will be informed by the Gap Analysis component of the Analysis Report. • The Assessment will be based upon the existing EHRs but an assessment separate from all existing systems.

Design Options with Prioritization Methodology	Options will be proposed that are aligned with the requirements outlined in the Technical Options Report to achieve the desired "Future State" environment articulated by County. These options may take multiple technical and policy approaches to achieving greater interoperability within the MCHD infrastructure, and to supporting data exchange with external entities in future phases.	<ul style="list-style-type: none"> • The use of national and industry standards for health data interoperability will be emphasized. • Multiple options will be presented to allow County leadership to select from.
Resource Needs Assessment	The Resource Needs Assessment will outline the resources required from a fiscal, staffing, time, and policy development standpoint to implement any of the options outlined in the Design Options section.	<ul style="list-style-type: none"> • Software licensing, technical configuration, and associated impacts. • Policy framework considerations. • Up-front and long-term financial impacts of solution options, with a cost-benefit calculus, reconciling costs with potential business process savings wherever possible. • County resources including IT staff, project management, executive leadership, and implementation costs of supporting staff members with workflow changes and technical training. • Long-term costs such as support agreement modifications, maintenance costs for additional 3rd party technology solutions, and additional staff cost projections. • Monitoring and maintenance of effort (sustainability) estimates will be included.

3. Expected Outcomes for Phase II: The following will be provided by CONTRACTOR for County review of options and selection of approach.

- a. CONTRACTOR will focus recommendations on standards-based technical implementation approaches that will maximize County's cost-benefit.
- b. Provide a Technical Requirements Assessment
- c. Provide Design Options for County to review
- d. Provide a Resource Needs Assessment
- e. Requirements of the report/s will include prioritization of the requirements of each stakeholder group, for County to use when developing use cases for vendor demonstrations and pilots of various test instances in Phase III.

C. Phase III - Development of Implementation Roadmap (for MCHD) and RFP Participation

Upon County's review of the Technical Options Report and selection of preferred approaches, CONTRACTOR will proceed with the following:

1. Develop the Scope for an interim data exchange solution RFP based upon County's clinical, technical, policy, and business requirements.
2. Develop the Scope for a unified EHR system RFP based upon County's clinical, technical, policy, and business requirements

3. Work with County Project Managers, subject matter experts, and designated Steering Committee while following the guidelines specified by County Contracts/Purchasing to develop appropriate solicitations materials for RFP packets.
4. Develop RFP scoring tools to evaluate all categories of RFP responses and participate in the team to review RFP responses.
5. Ensure that RFP scope development for a unified EHR system is customized for a two phased evaluation of respondents:
 - a. Phase I of RFP respondent review to create a short list with tasks included in this RFP respondent review phase to include but not exclusive to: initiation of interviews, validate references, etc.
 - b. Phase II of RFP respondent review to develop use cases based upon the clinical, technical, business, and policy requirements for short list vendors to develop demonstrations and pilots of various test instances.
 - c. Participate in prospective vendor interviews in choosing the software application, which will meet the needs of the County and NMC.
 - d. Following Table reflects the CONTRACTOR task categories and detail for Phase III:

Implementation Phase Documents	Description	Details
Interim HIE Solution(s) Implementation Roadmap for MCHD	The Roadmap will serve as the overarching Project Charter for the MCHD's adoption of an interim HIE solution and will serve as a "living document" that will be maintained and updated throughout the technology selection phase. It will <u>inform</u> the Project Plan for the Implementation Phase (not a deliverable under the R&A SOW)	<ul style="list-style-type: none"> • Project Charter- Vision, Scope, Alignment with County Strategic Initiatives • Key Personnel; Roles and Responsibilities • Resource Management Plan • Budget Estimates • Project Timelines • Project Plan(s) for Procurement Phase • Risks and Mitigation Plan • Project Metrics • Dependencies – both internal and external

Unified EHR system Implementation Roadmap for MCHD	The Roadmap will serve as the overarching Project Charter for the MCHD's participation in procuring a unified EHR system and will serve as a "living document" that will be maintained and updated throughout the technology selection phase. It will <u>inform</u> the Project Plan for the Implementation Phase (not a deliverable under the R&A SOW)	<ul style="list-style-type: none"> • Project Charter- Vision, Scope, Alignment with County Strategic Initiatives • Key Personnel, Roles and Responsibilities • Resource Management Plan • Budget Estimates • Project Timelines • Project Plan for Procurement Phase • Risks and Mitigation Plan • Project Metrics • Dependencies – both internal and external
Request for Proposals (RFP)	The RFPs will be a County-issued solicitation for technology solutions to enable Monterey County's goals for Future-State integration and connectivity of electronic health information.	<ul style="list-style-type: none"> • Align to county strategic initiatives • Focused on standards and capabilities to ensure interoperability and extensibility

III. Term of the Agreement

- A. The term of this Agreement shall be from **May 1, 2015 – December 31, 2017** unless sooner terminated pursuant to the terms of this Agreement with the option to extend the AGREEMENT for one (1) additional two-year period.
- B. County reserves the right to cancel the AGREEMENT, or any extension of the AGREEMENT, without cause with a thirty day (30) written notice, or immediately with cause. CONTRACTOR reserves the right to cancel any portion of this agreement due to their inability to perform, and should this occur, CONTRACTOR shall provide written notice 90 days in advance of termination of this AGREEMENT to County.

IV. Schedule of Rates

- A. The following tables reflect the summary of the phases of the project, the tasks, and the cost associated with each phase for each department. The payment will be made after County approval for the deliverables. The breakdown of costs below will include a description of the key tasks, deliverables, and cost for each phase for each department.

B. MCHD

Project Phase	MCHD Deliverables and Key Task Descriptions	Costs
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<p>Phase 1:</p> <p>Project Planning and Analysis of County needs for unified EHR system and interim data exchange solution</p>	<p>Project Management:</p> <ul style="list-style-type: none"> • Develop a Project Charter (<i>joint deliverable between NMC and HD</i>) <ul style="list-style-type: none"> ○ Objectives, scope, and assumptions ○ Success measures ○ Roles and responsibilities matrix and key contacts list ○ Risk list and potential mitigations for overall project • Create a Project Plan and Project Timeline (<i>joint deliverable between NMC and HD</i>) • Scheduling interviews and meetings • Developing and maintaining project documentation • Conducting weekly project check-in meetings with HD PM • Developing bi-weekly status reports for HD PM • Developing presentation materials for internal and external stakeholder meetings • Arranging travel and other administrative tasks <p>Document Review and Product Research</p> <ul style="list-style-type: none"> • Current vendor product analysis • Vendor capability for patient portal (current EHR systems, leading EHR vendor systems, untethered patient portal vendor options) • Contracts, licensing and maintenance agreements • Legal agreements (BAAs, data use agreements, etc.) • State-specific requirements (privacy, public health interfaces, billing, reporting, etc.) • Security and risk assessments • Policies and Procedures <p>Governance and Communication Plan -(<i>joint deliverable between NMC and HD</i>)</p> <ul style="list-style-type: none"> • Outline project governance with clear decision-making processes between NMC and HD leadership (<i>joint deliverable between NMC and HD</i>) • Outline of external communication needs and key messages (County government, State government, healthcare delivery system partners, consumer/patient advocacy organizations) <p>Data Collection</p> <ul style="list-style-type: none"> • Develop and conduct pre-interview electronic survey • Develop clinical and administrative department level questions for interviews • Schedule and conduct approximately 75 interviews with applicable County HD staff (clinical and business) • Hold phone interviews with NMC and CCHIN information technology vendors • Hold in-person group meeting with patients 	<p>HD \$46,800</p>
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Project Phase	Health Department Deliverables and Key Task Descriptions	Costs
<p>Phase 1: (Continued)</p>	<p>(Continued from previous page)</p> <p>Analysis Report - (joint deliverable between NMC and MCHD)</p> <ul style="list-style-type: none"> • Definition of health IT components • Environmental scan of the "current state" of the health IT functionality in NMC's clinical and administrative departments • Description of desired "future-state" of health IT functionality to meet the needs of NMC's clinical and administrative organizational functions • Environmental scan of the "current state" of the data exchange functionality in existing EHR systems and in Central Coast Health Information Network • Description of desired "future-state" of data exchange to meet County's short-term needs • Analysis of gaps between current state and desired future state <p>Phase One Meetings</p> <ul style="list-style-type: none"> • Plan and facilitate Project Kick-Off Meeting with County Leaders • In-person interviews of NMC staff members (approximately 50) and one group meeting with patients • Phone interviews with key NMC staff, CCHC staff, and vendors, (approximately 10) • In-person interviews of key HD staff members (approximately 10) • Phone interviews with key HD staff members (approximately 75) 	
<p>Phase 2:</p> <p>Evaluation and Assessment of Options & Requirements, interim data exchange, and patient portal</p>	<p>Provide Project Management</p> <ul style="list-style-type: none"> • Develop meeting materials and keep meeting minutes • Submit status reports (bi-weekly) to HD Project Manager • Maintain Project Plan and Timeline <i>(joint deliverable between NMC and HD)</i> <p>Conduct Analysis and Evaluations</p> <ul style="list-style-type: none"> • Conduct workflow and business process analysis to determine estimates of internal resource needs of all relevant HD departments • Review any County and State policies that may impact the technical options available to the County for a unified patient record • Conduct technology capabilities analysis of current EHR vendors and general EHR market analysis • Conduct technology capabilities analysis of HIE and patient portal vendors • Develop cost analyses associated with technical options included in the Technical Options Report <p>Draft Technical Options Report (joint deliverable between NMC and HD)</p> <ul style="list-style-type: none"> • Technical requirements assessments for unified EHR system, interim data exchange (HIE) solutions, and unified patient portal • Design options for unified EHR system, interim data exchange (HIE) solutions and unified patient portal with prioritization methodology • Resource needs assessment 	<p>HD \$10,800</p>

Project Phase	MCHD Deliverables and Key Task Descriptions	Costs
<p>Phase 3:</p> <p>Development and execution of RFP for a unified EHR System</p> <p>Development and execution of RFP for an interim data exchange solution</p> <p>Development of Implementation Roadmap for MCHD to support adoption of data exchange solution(s) and EHR procurement</p>	<p>R&A Project Management</p> <ul style="list-style-type: none"> • Submit status reports (bi-weekly) to HD Project Manager <p>Draft RFPs, in collaboration with County (joint deliverable between NMC and HD)</p> <ul style="list-style-type: none"> • Technical criteria • Project support criteria • Expected cost ranges • Scoring guides <p>Support the County throughout the review process and the contracting process</p> <ul style="list-style-type: none"> • Develop FAQs and responses to vendor questions • Develop RFP scoring tools • Participate on RFP review panels • Review draft contracts, as requested <p>Draft Implementation Roadmaps specific to the MCHD for adoption of data exchange solution(s) and for participation in the procurement of a unified EHR system and patient portal</p> <p>Implementation Roadmap will include:</p> <ul style="list-style-type: none"> • Project charter(s) • Key personnel plan(s) • Resource management plan(s) • Estimated Budget(s) • Project timeline(s) • Project plan for procurement phase(s) • Risks and mitigation strategies • Project metrics • Dependencies 	<p>HD</p> <p>\$ 27,000</p>

C. Natividad Medical Center

Project Phase	NMC Deliverables and Key Task Descriptions	Costs
<p>Phase 1:</p> <p>Project Planning and Analysis of County needs for unified EHR system and interim data exchange solution</p>	<p>Project Management:</p> <ul style="list-style-type: none"> • Develop a Project Charter (<i>joint deliverable between NMC and HD</i>) <ul style="list-style-type: none"> ○ Objectives, scope, and assumptions ○ Success measures ○ Roles and responsibilities matrix and key contacts list ○ Risk list and potential mitigations for overall project • Create a Project Plan and Project Timeline (<i>joint deliverable between NMC and HD</i>) <ul style="list-style-type: none"> • Scheduling interviews and meetings • Developing and maintaining project documentation • Conducting weekly project check-in meetings with NMC PM • Developing bi-weekly status reports for NMC PM • Developing presentation materials for internal and external stakeholder meetings • Arranging travel and other administrative tasks <p>Document Review and Product Research</p> <ul style="list-style-type: none"> • Current vendor product analysis (All Meditech EHR modules licensed by NMC, other vendor products in use by NMC, and by Central Coast Health Connect (CCHC)) • Vendor capability for patient portal (current EHR systems, leading EHR vendor systems, untethered patient portal vendor options) • Contracts, licensing and maintenance agreements • Legal agreements (BAAs, data use agreements, etc.) • State-specific requirements (privacy, public health interfaces, billing, reporting, etc.) • Security and risk assessments • Policies and Procedures <p>Governance and Communication Plan - (<i>joint deliverable between NMC and HD</i>)</p> <ul style="list-style-type: none"> • Outline project governance with clear decision-making processes between NMC and HD leadership • Outline of internal communication needs and key messages for employees of NMC around this initiative • Outline of external communication needs and key messages (County government, State government, healthcare delivery system partners, consumer/patient advocacy organizations) <p>Data Collection</p> <ul style="list-style-type: none"> • Develop and conduct pre-interview electronic survey • Develop clinical and administrative department level questions for interviews • Hold in-person and phone interviews with applicable NMC (clinical and business) and CCHC staff • Hold phone interviews with NMC and CCHIN information technology vendors • Hold in-person group meeting with patients 	<p>NMC \$ 92,037</p>

Project Phase	NMC Deliverables and Key Task Descriptions	Costs
<p>Phase 1: (Continued)</p>	<p>Analysis Report - (joint deliverable between NMC and MCHD)</p> <ul style="list-style-type: none"> • Expand the Analysis Report to include all NMC departments and functions • Definition of health IT components • Environmental scan of the "current state" of the health IT functionality in NMC's clinical and administrative departments • Description of desired "future-state" of health IT functionality to meet the needs of NMC's clinical and administrative organizational functions • Environmental scan of the "current state" of the data exchange functionality in existing EHR systems and in Central Coast Health Information Network • Description of desired "future-state" of data exchange to meet County's short-term needs • Analysis of gaps between current state and desired future state <p>Phase One Meetings</p> <ul style="list-style-type: none"> • Plan and facilitate Project Kick-Off Meeting with County Leaders • Plan and facilitate Project Kick-Off Meeting with NMC Clinical IT Committee • In-person interviews of NMC staff members (approximately 50) and one group meeting with patients • Phone interviews with key NMC staff, CCHC staff, and vendors, (approximately 10) • Present Phase One Analysis Report to CITC (in person) 	
<p>Phase 2:</p> <p>Evaluation and Assessment of Options & Requirements, interim data exchange, and patient portal</p>	<p>Provide Project Management</p> <ul style="list-style-type: none"> • Develop meeting materials and keep meeting minutes • Submit status reports (bi-weekly) to NMC Project Manager • Maintain Project Plan and Timeline (<i>joint deliverable between NMC and HD</i>) <p>Conduct Analysis and Evaluations</p> <ul style="list-style-type: none"> • Conduct workflow and business process analysis to determine estimates of internal resource needs of all relevant NMC departments • Review any County and State policies that may impact the technical options available to the County for a unified patient record • Conduct technology capabilities analysis of current EHR vendors and general EHR market analysis • Conduct technology capabilities analysis of HIE and patient portal vendors • Develop cost analyses associated with technical options included in the Technical Options Report <p>Draft Technical Options Report (joint deliverable between NMC and HD)</p> <ul style="list-style-type: none"> • Technical requirements assessments for unified EHR system, interim data exchange (HIE) solutions and unified patient portal • Design options for unified EHR system, interim data exchange (HIE) solutions, and unified patient portal with prioritization methodology • Resource needs assessment 	<p>NMC \$ 86,183</p>

Project Phase	NMC Deliverables and Key Task Descriptions	Costs
<p>Phase 3:</p> <p>Development and execution of RFP for a unified EHR System</p> <p>Development and execution of RFP for an interim data exchange solution</p>	<p>R&A Project Management</p> <ul style="list-style-type: none"> • Submit status reports (bi-weekly) to NMC Project Manager <p>Draft RFPs, in collaboration with County (joint deliverable between NMC and HD)</p> <ul style="list-style-type: none"> • Technical criteria • Project support criteria • Expected cost ranges • Scoring guides <p>Support the County throughout the review process and the contracting process</p> <ul style="list-style-type: none"> • Develop FAQs and responses to vendor questions • Develop RFP scoring tools • Participate on RFP review panels • Review draft contracts, as requested 	<p>NMC \$ 90,000</p>

D. Optional Services

Project Phase	Deliverables and Key Task Descriptions	Costs
<p>Optional Additional Support:</p>	<p>Work to provide smooth hand-off of all project documentation and serve as a knowledge resource for selected vendors and the County</p> <p>Miscellaneous travel expenses, when approved in advance by County, billed in accordance with Monterey County Travel Policy</p>	<p>Available SME time with selected vendor(s) and County</p> <p>MCHD: Up to \$15,000</p>
<p>Optional Additional Support:</p>	<p>Work to provide smooth hand-off of all project documentation and serve as a knowledge resource for selected vendors and the County</p> <p>Miscellaneous travel expenses, when approved in advance by County, billed in accordance with Monterey County Travel Policy</p>	<p>Available SME time with selected vendor(s) and County</p> <p>NMC Up to: \$20,000 at \$180 per hour</p>

E. In order to be reimbursed for travel costs, Contractor must comply with Monterey County Travel Policy which is available on the County website at <http://www.co.monterey.ca.us/auditor/pdfs/travelpolicy2008.pdf>

V. Payment Provisions

A. For the services described in this Agreement within the term specified above, the maximum obligation of the County will be **\$387,820.00.**

- B. The payment conditions as specified in Section 6 of the body of this Agreement shall apply. In the event that the Agreement is terminated prior to completion of the services, the amount paid shall be for repair services provided prior to termination.
- C. In the event that there are specific deliverables that are no longer considered necessary by NMC or HD during any of the project phases, there will be a 30 day notice to Contractor, and an allowance for the reduced number of expected hours for providing the deliverable will be made to the County.
- D. Invoices shall require the following detail for review/approval:
1. Phase of the Project
 2. Original Quoted Amount
 3. Actual Charges for the Phase to allow County to monitor the balance within each Project phase
 4. Description of services – Phase activity as applicable
- E. Invoices shall be mailed to each respective County department for the phases as specified in Section IV above. Each department will be responsible for issuing a separate purchase order for the scope and in the amount specified in Section IV. The invoices shall be mailed as follows:

1. Services for MCHD:

Monterey County Health Department
1270 Natividad Road
Salinas, CA 93906
Attn: Accounts Payable – Administration

2. Services for NMC:

Natividad Medical Center
1441 Constitution Blvd.
Salinas, Ca. 93906
Attn: Accounts Payable

If for any reason this Agreement is cancelled, County's maximum liability shall be the total utilization to the date of cancellation not to exceed the maximum amount listed above.

EXHIBIT C - SERVICE BREAKDOWN

Phase	Deliverables	Month/Year	Health Dept.	NMC	Subtotal
I	Kick-off meeting materials Draft Project Charter Draft interview questions Draft pre-interview survey and guide Interviewee lists	Aug-15	\$ 15,000.00	\$ -	\$ 15,000.00
I	List of completed and scheduled interviews 2 status reports for the Health Department (HD)	Sep-15	\$ 15,000.00	\$ -	\$ 15,000.00
I	List of completed and scheduled interviews Final Project Charter 2 status reports for the HD	Oct-15	\$ 6,000.00		\$ 6,000.00
I	Governance and Communications Plan List of scheduled and completed interviews 2 status reports for the HD 2 status reports for NMC	Nov-15	\$ 10,800.00		\$ 10,800.00
I	Draft interview questions for NMC interviews List of scheduled and completed interviews 2 status reports for the HD 2 status reports for NMC	Dec-15		\$ 30,679.00	\$ 30,679.00
I	List of scheduled and completed interviews 2 status reports for the HD 2 status reports for NMC	Jan-16		\$ 30,679.00	\$ 30,679.00
I	Analysis Report 2 status reports for the HD 2 status reports for NMC	Feb-16		\$ 30,679.00	\$ 30,679.00
II	Meeting materials for Steering Committee Phase I review Meeting summary Technical Options Report for the the interim data exchange (HIE) options 2 status reports for the HD	Mar-16	\$ 5,400.00	\$ 43,092.00	\$ 48,492.00
II	Technical Options Report for the enterprise EHR options and the unified patient portal options Meeting materials for Steering Committee Phase 2 review and disussion of transition to Phase III 2 status reports for the HD 2 status reports for NMC	Apr-16	\$ 5,400.00	\$ 43,091.00	\$ 48,491.00
III	Summary of Steering Committee Phase II Review meeting Presentation for Board of Supervisors meeting Draft Implementation Roadmap for interim data exchange solution for HD Draft RFP for interim data exchange solution Draft RFP tools for interim data exchange solution 2 status reports for the HD	May-16	\$ 4,000.00	\$ 11,000.00	\$ 15,000.00
III	Final RFP for interim data exchange solution Final RFP tools for interim data exchange solution Final Implementation Roadmap for interim data exchange solution 2 status reports for the HD	Jun-16	\$ 2,000.00	\$ 7,500.00	\$ 9,500.00
III	Draft Implementation Roadmap for enterprise EHR system for HD Draft RFP for enterprise EHR system Draft RFP tools for enterprise EHR system 2 status reports for the HD	Jul-16	\$ 2,000.00	\$ 7,500.00	\$ 9,500.00

EXHIBIT C - SERVICE BREAKDOWN

III	RFP reviews for interim data exchange solution proposals 2 status reports for the HD 2 status reports for NMC	Aug-16	\$ 2,000.00	\$ 7,500.00	\$ 9,500.00
III	Final Implementation Roadmap for enterprise EHR system Final RFP for enterprise EHR system Final RFP tools (FAQ and Scoring Matrix) Contract support for interim data exchange solution 2 status reports for the HD 2 status reports for NMC	Sep-16	\$ 2,000.00	\$ 7,500.00	\$ 9,500.00
III	2 status reports for the HD 2 status reports for NMC	Oct-16	\$ 2,000.00	\$ 7,500.00	\$ 9,500.00
III	Responses to vendor questions on enterprise EHR system RFP Vendor demonstration criteria 2 status reports for the HD	Nov-16	\$ 2,000.00	\$ 7,500.00	\$ 9,500.00
III	RFP reviews on enterprise EHR system proposals Vendor short list documentation 2 status reports for the HD 2 status reports for NMC	Dec-16	\$ 2,000.00	\$ 7,500.00	\$ 9,500.00
III	Reviews of vendor demonstrations for enterprise EHR system 2 status reports for the HD	Jan-17	\$ 2,000.00	\$ 7,500.00	\$ 9,500.00
III	Final vendor review documentation for enterprise EHR system 2 status reports for the HD	Feb-17	\$ 2,000.00	\$ 7,500.00	\$ 9,500.00
III	2 status reports for the HD 2 status reports for NMC Other final documentation TBD	Mar-17	\$ 2,000.00	\$ 7,500.00	\$ 9,500.00
III	Contract review, as needed	May - August	\$ 3,000.00	\$ 4,000.00	\$ 7,000.00
Optional Support	August in-person travel to Monterey County (Health Dept.) Work to provide smooth hand-off of all project documentation and serve as a knowledge resource for selected vendors and the County (\$180 / hour)	Ongoing	\$ 15,000.00	\$ 20,000.00	\$ 35,000.00
TOTALS			\$ 99,600.00	\$ 288,220.00	\$ 387,820.00

*Timeline is an estimation. CONTRACTOR and COUNTY shall determine a mutual agreeable timeline during the course of the project within each Phase and payments will be based upon deliverables and not the timeline.