

**AMENDMENT NUMBER FOUR TO THE AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
ZEN HEALTHCARE IT**

THIS AMENDMENT NUMBER FOUR TO THE AGREEMENT, between the COUNTY OF SAN MATEO, hereinafter called "County," and ZEN HEALTHCARE IT, hereinafter called "Contractor" is effective as of _____, 2021 ("Amendment Four Effective Date");

W I T N E S S E T H:

WHEREAS, pursuant to Government Code Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and

WHEREAS, the parties entered into an Agreement, for the purpose of providing healthcare data interoperability consulting and technology services on May 14, 2019 referred hereinafter as "Agreement"; and

WHEREAS, the parties did amend the Agreement, most recently by Amendment No. 1 on May 5, 2020, Amendment No. 2 on October 29, 2020 and Amendment No. 3 on April 1, 2021; and

WHEREAS, the parties now wish to amend the Agreement to increase the County's total fiscal obligation by \$283,000 for a new total fiscal obligation of \$777,000.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Section 3 of the Agreement is deleted in its entirety and replaced to read as follows: In consideration of the Deliverables and Services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that

the quantity or quality of the work performed is unacceptable. The County's total fiscal obligation under this Agreement for the period of May 14, 2019 through June 30, 2021 shall not exceed \$494,000 and for the period of July 1, 2021 through May 13, 2022 shall not exceed \$283,000. In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this Agreement.

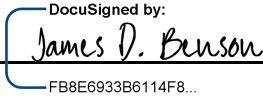
- 2. Contractor hereby agrees to comply with the Disaster and Emergency Response Plan provisions contained in Attachment I to this amendment attached and incorporated by reference.

All other terms and conditions of the Agreement dated May 14, 2019, as amended, between the County and Contractor shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

CONTRACTOR

COUNTY OF SAN MATEO

By:  _____
DocuSigned by:
James D. Benson
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By: _____

Date: 7/2/2021 | 12:44 PDT

Date: _____

EXHIBIT A – SERVICES ZEN HEALTHCARE IT

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR



Proposal for San Mateo

Proposed Scope for Amendment 4

Introduction

Zen is pleased to provide this proposal for a proposed scope of work to perform under Amendment 4 to our current contract with the County of San Mateo. This amendment represents a continuation of Zen's work to provide technology and consulting services to optimize the HIE for the county.

The key factors driving these priorities include the recent announcement of the end of life for Mirth Results v2 (CDR/Portal), the need to continue to drive value for San Mateo HIE participants, and some key grant related initiatives already underway that were not anticipated during the prior year's scoping for Amendment 1.

One of the key expansions of the Zen engagement with San Mateo is the need to begin using our Gemini managed hosting services to help address a number of different initiatives. Some of those are grant related (CURES & EMSA/POLST) and the others are related to preparing for a future CDR/portal replacement due to the MRv2 EOL announcement. Zen's Gemini Integration Platform + Stargate IHE Gateway fill all these needs while providing a compatible environment for your current feeds. The overall goal is to meet immediate needs while preparing for an eventual migration to a new CDR, with minimal disruptions.

As such, the following is a proposed high-level list of priorities for Amendment 4:

- **Phase 2 for the CURES Project** (associated with an approved San Mateo Grant project). *Note that due to timing constraints on the San Mateo side, Phase 1 is already underway under*

Amendment 3. (Gemini CURES Service + Integration)

- **Phase 2 for POLST Project** (associated with an approved San Mateo Grant project. *Note that due to timing constraints on the San Mateo side, Phase 1 is already underway under Amendment 3. (Gemini ePOLST Hosting + Integration)*)
- **Gemini Developer + Stargate Managed Service.** Needed to support enhanced data flows for projects such as EMSA (Smart Directory Functionality), as well as to begin the process of preparing for a new replacement CDR. This step provides San Mateo with a Zen hosted and managed integration platform to securely host San Mateo's data feeds, regardless of what CDR is being utilized while offering the advantage of being able to more easily migrate feeds and work within a familiar UI (Mirth /Nextgen Connect). By being able to move your feeds outside of Nextgen hosting, San Mateo is future-proofing - making a move to a new CDR/Portal easier later.
- **Stargate EMSA Project** - Smart Directory integration. San Mateo is looking to automate and enhance the EMSA connections by better leveraging access to the eHealth Exchange Directory and be able to make a regional eHealth Exchange query. This project also helps reduce dependency on a less than ideal Nextgen interoperability (IHE) plugin that is generally hard to implement and scale.
- **Ongoing Ad-Hoc Support Consulting / Tickets** - This is a difficult area to predict (estimate) as San Mateo does not always know what your needs are in advance. Zen reviewed utilization over the past year and is recommending another set of hours based on those numbers. However, this is an area where you can adjust your priorities. For example, perhaps you begin to shift your focus on migrating channels in the last half of 2021, versus making other Mirth Results enhancements. Hours in this budget can be shifted to that effort as needed. Other potential projects that have been discussed previously and can fall under Ad-Hoc Support consulting should San Mateo chose include:
 - Contextual Help Plugin (MR) - While Zen does not recommend doing a lot more customization to the Mirth Results UI (given the EOL situation), we do think those UI enhancements that maintain user engagement are very important. In other words - the HIE needs to continue to provide value to the community. Also - by building out what contextual help is needed by the community, this information can likely be repurposed with a new CDR.
 - Starting to migrate problematic channels over to Gemini Developer. This allows you to get started on a path to getting channels into a vendor neutral environment in preparation for the end of life (EOL) for Mirth Results CDR v2. Note that Zen is not saying that all your feeds can be moved with this initial set of hours. However, it can provide an opportunity to compare performance gains in Gemini Developer, which will assist in making long term plans.

**EXHIBIT B – PAYMENTS AND RATES
ZEN HEALTHCARE IT**

In consideration of the services provided by Contractor in Exhibit A, County shall pay Contractor based on the following fee schedule:

PAYMENTS

In full consideration of the services provided by Contractor under this Agreement and subject to the provisions of Paragraph 3 of this Agreement, County shall pay Contractor in the manner described below:

Initiative Description	# of Hours	Professional Services Costs	Gemini Fees through Initial Term	Totals
Phase 2 for CURES (Fixed Fee) - Initial Term through 12/31	NA	\$17,750	\$8,750	\$26,500
Phase 2 CURES Stanford integration (T&M)	75	\$15,000	NA	\$15,000
Phase 2 for POLST (Fixed Fee) - Initial Term through 12/31/21	NA	\$12,500	\$12,000	\$24,500
Gemini Developer / Stargate Services - Base Implementation Fee & MRR (Initial Term through 5/22)	75	\$15,000	\$72,000	\$87,000
EMSA Smart Directory Query / Look up (requires Gemini Dev/Stargate)	150	\$30,000	NA	\$30,000
Ad Hoc Tickets & Requests - Hours Budget provided by Tamara. Note that this does put some limits on implementing larger efforts. Zen will advise on hours usage at least monthly.	500	\$100,000	NA	\$100,000
Overall Proposed Total \$ for Amendment 4:				\$283,000
Legend:				
Critical items - consider "must haves" due to ongoing work				

ATTACHMENT I

Disaster and Emergency Response Plans

CONTRACTOR will develop and maintain a Disaster and Emergency Response Plan (“Emergency Plan”) that includes all of the elements set forth in this Section, as well as any additional elements reasonably requested by the County. The Emergency Plan will also include site-Specific emergency response plan(s) for each of the sites at which CONTRACTOR provides services pursuant to this Agreement (“Site Plans”). The Emergency Plan and associated Site Plans will address CONTRACTOR preparations to effectively respond in the immediate aftermath of a national, state or local disaster or emergency (“Emergency Response”) and plans for the ongoing continuation of Services under the Agreement during and after a disaster or emergency (“Continuity of Operations”).

CONTRACTOR shall submit the Emergency Plan to the County within ninety (90) days after the beginning of the Term of the Agreement and no later than November 30th. The Emergency Plan will follow the template provided in Attachment T: Sample Template for Disaster and Emergency Response Plan as a guide when developing the plan, adding any categories or items as needed for the Contractor’s unique situation. The submitted Emergency Plan will be subject to the reasonable approval of the County. CONTRACTOR shall respond reasonably promptly to any comments or requests for revisions that the County provides to CONTRACTOR regarding the Emergency Plan. CONTRACTOR will update the Emergency Plan and associated Site Plans as circumstances warrant and shall provide County with copies of such updated plans. CONTRACTOR shall train employees on the Emergency Plan and the Emergency Plan will include a description of how employees will be trained.

The Emergency Plan will indicate, in as much detail as reasonably possible, the categories of additional staff, supplies, and services that CONTRACTOR projects would be necessary for effective Emergency Response and Continuity of Operations and the costs that the CONTRACTOR projects it would incur for such additional staff, supplies and services. CONTRACTOR shall recognize and adhere to the disaster medical health emergency operations structure, including cooperating with, and following direction provided by, the County’s Medical Health Operational Area Coordinator (MHOAC). In the event that the CONTRACTOR is required to implement the Emergency Plan during the term of the Agreement, the parties will confer in good faith regarding the additional staff, supplies and services needed to ensure

Emergency Response and/or Continuity of Operations owing to the particular nature of the emergency, as well as whether the circumstances warrant additional compensation by the County for additional staff, supplies and services needed for such Emergency Response and/or Continuity of Operations.

CONTRACTOR shall reasonably cooperate with the County in complying with processes and requirements that may be imposed by State and Federal agencies (including, but not limited to the California Governor's Office of Emergency Services and the Federal Emergency Management Agency) in connection with reimbursement for emergency/disaster related expenditures.

In a declared national, state or local disaster or emergency, CONTRACTOR and its employees will be expected to perform services as set forth in the Agreement, including in the area of Emergency Response and Continuity of Operations, as set forth in the Emergency Plan and each Site Plan. CONTRACTOR shall ensure that all of its employees are notified, in writing, that they will be expected to perform services consistent with the Emergency Plan and each Site Plan.