

**FIFTH AMENDMENT TO AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND  
ELLIT GROUPS.**

THIS AMENDMENT TO THE AGREEMENT, entered into on May 6, 2025 by and between the COUNTY OF SAN MATEO, hereinafter called "County," and ELLIT GROUPS, hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, the parties entered into an Agreement with Ellit Groups to provide consulting and staffing services for the Electronic Health Record Implementation within San Mateo County Health, on February 13, 2024 for the term of February 13, 2024 through February 12, 2025, in the amount not to exceed \$8,000,000; and

WHEREAS, the parties entered into a first amendment to the Agreement to add Cyber Liability insurance to Section 10. Insurance, sub-section c. Liability Insurance in the amount of \$5,000,000; and

WHEREAS, the parties entered into a second amendment to the Agreement to increase the County's total fiscal obligation by \$7,191,365 to an amount not to exceed \$15,191,365; and

WHEREAS, the parties entered into a third amendment to the Agreement to extend the services per the Exhibit A-Services (Rev. January 2025) to May 31, 2025, and to increase the "not to exceed" amount of the Agreement by \$25,000 as authorized by RESO #080170; and

WHEREAS, the parties entered into a fourth amendment to the Agreement to update the Resources table for additional roles per Exhibit A-Services (Rev. January 2025); and

WHEREAS, the parties wish to enter into a fifth amendment to the Agreement to extend the services per the Exhibit A-Services (Rev. May 2025) to September 30, 2025, and to increase the County's total fiscal obligation by \$1,283,635 to an amount not to exceed \$16,500,000.

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

1. Section 3, Payments, of the Agreement which has subsequently been amended is deleted in its entirety and reinstated to read as follows:

In consideration of the 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. In no event shall County's total fiscal obligation under this Agreement exceed **SIXTEEN MILLION FIVE HUNDRED THOUSAND DOLLARS (\$16,500,000.00)**. 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. All invoices must be approved by the County Health CIO or their designee. Invoices must be sent to: [hs\\_hit\\_accountspayable@smcgov.org](mailto:hs_hit_accountspayable@smcgov.org). Processing time may be delayed if invoices are not submitted electronically.

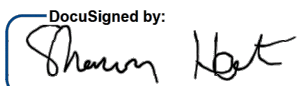
2. Section 4, Terms is amended to read as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from **February 13, 2024**, through **September 30, 2025**.

3. Exhibit A-Services (Rev. May 2025) attached.
4. All other terms and conditions of the Agreement between County and Contractor, shall remain in full force and effect.

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: ELLIT GROUPS

DocuSigned by:  
  
18BD0C0D220440...  
Contractor Signature

April 7, 2025  
Date

Sharon Heath  
Contractor Name (please print)

Vice President, Finance & HR  
Contractor Title (please print)


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COUNTY OF SAN MATEO

By:  Resolution No. 081106  
President, Board of Supervisors, San Mateo County

Date: May 6, 2025

ATTEST:

By:   
Clerk of Said Board

**Exhibit A-Services (Rev. May 2025)****Background**

The San Mateo County is leveraging a consulting partner to assist with the Epic Electronic Health Record “Integr8 Health” Implementation & temporary support. This includes providing resources in the following areas:

- Advisory Services
- Project Management
- Technical Leadership
- Reporting Services
- Application Services & Leadership
- Training Leadership
- Organizational Change Management
- Service Desk
- Data Migration

**Scope**

San Mateo County has successfully implemented Epic across its Medical Center, Clinics, Correctional Health, and a subset of Public Health clinics. To support stabilization, optimization, and ongoing needs, Ellit Groups is delivering services as outlined in the RFP response dated December 8, 2023. These services include Activation Staffing (4.2a), Data Archiving (4.2c), Future Phases of Development (4.2d), Legacy System Support (4.2e), Technical Dress Rehearsal (4.2g), and Training Services (4.2h).

The resources provided by Ellit Groups in this Statement of Work will continue in their current capacities, working closely with their Health IT counterparts and operations leadership as needed. Escalations will be handled via standard channels, consistent with the implementation processes established.

**Deliverables**

Under this Statement of Work, Ellit Groups will provide San Mateo County with resources currently engaged in their respective roles.

- Executive Oversight and Advisory Services as requested by Health IT Leadership
- Technical Infrastructure Advisory and issue resolution
- Data Conversion to Innovacer implementation
- Security Application oversight
- Training Leadership with focus on sustainable training model and plan
- Multiple Application stabilization services including incident and optimization request resolution, management, prioritization and advisory services for leadership
- Behavior Health current state assessment and workflow analysis
- MyChart (Patient) and Health (Tier 1.5) Service Desk

In close alignment with Epic recommendations, Ellit Groups offers comprehensive implementation services and can scale as needed to any needs identified by San Mateo County throughout the implementation.

### **Engagement Assumptions and Client Responsibilities**

The following assumptions and client responsibilities apply to this engagement:

- San Mateo County will identify a Project Sponsor who will serve as the primary point of contact and decision maker for this engagement.
- San Mateo County will identify and assign project champions to lead all aspects of operational engagement and adoption activities.
- San Mateo County will identify and assign Clinical and Revenue Cycle Subject Matter Experts (SMEs) with whom Ellit Groups resource will collaborate on system and workflow design and operational readiness activities.
- The work performed by Ellit Groups will be conducted based on a hybrid model of remote and on-site visits. On-site visits will align with Epic Systems visits and will be scheduled at least 1 month in advance. Normal travel expenses will be charged to San Mateo County for the on-site visits.
- San Mateo County Integr8 Health Governance committees will be engaged in this effort and will make timely decisions.

### **Resources**

Ellit Groups will provide personnel to perform the roles outlined the Integr8 Health Implementation Project Team Table below.

Integr8 Health Implementation Project Team Table

<b>Role</b>	<b>Hours Per Week</b>	<b>Hourly Bill Rate</b>	<b>End Date</b>
Executive Advisor	10	\$0	7/31/2025
Technical Infrastructure Manager	40	\$175	4/30/2025
Service Desk Executive	15	\$150	7/31/2025
Security Manager	40	\$193	7/31/2025
Ambulatory Manager	40	\$175	7/31/2025
Integration/Data Archive Manager	40	\$175	5/31/2025
Training Manager	30	\$170	7/31/2025
Behavior Health Lead	40	\$175	7/31/2025
HIM Analyst	40	\$160	7/31/2025
Revenue Cycle Advisor	20	\$220	7/31/2025
BI Advisor	20	\$220	7/31/2025
Application Advisor/Analyst – Cadence (2 part time resources)	30	\$160	7/31/2025
Application Advisor/Analyst – Healthy Planet	20	\$150	7/31/2025
Application Advisory/Analyst – Other	40	\$150	7/31/2025
Go Live / Public Health Manager	20	\$170	5/31/2025
Project Manager	40	\$125	7/31/2025

MyChart & Health Service Desk fees will be assessed on a per-contact basis. A “contact” is defined as either:

- An incoming telephone call initiated by San Mateo County end users or patients, or
- Outreach initiated by Service Desk staff to San Mateo County end users or patients at the request of San Mateo County Health leadership.

MyChart & Health Service Desk (24x7 Coverage) – 16 resources	24 hours per day, 7 days per week	\$22.00 per contact	9/30/2025
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**Out of Scope**

Any services not specifically set forth herein are considered out of Scope and are subject to an Amendment or SOW.