

**FOURTH AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
MICHIGAN MEDICAL ADVANTAGE, INC.**

THIS AMENDMENT TO THE AGREEMENT, entered into this _____ day of CA
_____, 20____, ("Amendment Effective Date) by and between the
COUNTY OF SAN MATEO, hereinafter called "County," and Michigan Medical
Advantage, inc., hereinafter called "Contractor";

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;

WHEREAS, the parties entered into an Agreement for the purpose of providing workflow analysis support services on February 1, 2022, for the term of February 1, 2022, through January 31, 2023, in an amount not to exceed \$100,000 for a one-year term; and

WHEREAS, the parties entered into an amendment (Amendment One) on April 22, 2022, to allow the County to request additional services from Contractor with no change to the NTE; and

WHEREAS, the parties entered into an amendment (Amendment Two) on June 28, 2022, to increase the County's total fiscal obligation by \$100,000 to \$200,000 and to amend the contract terms in the Agreement; and

WHEREAS, the parties entered into an amendment (Amendment Three) on November 1, 2022, to increase the County's total fiscal obligation by \$415,000, to an amount not to exceed \$615,000 and extend the term of the Agreement from February 1, 2022, through January 31, 2023, to February 1, 2022, through January 31, 2024; and

WHEREAS, the parties wish to enter into a fourth amendment to increase the County's total fiscal obligation by \$2,863,992, to an amount not to exceed \$3,478,992 and extend the term of the Agreement from February 1, 2022, through September 5, 2025.

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

1. Section 3, Payments, of the Agreement is amended 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 payments 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 \$3,478,992. In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owned by the County at the time of contract termination or expiration.
2. Section 4. TERM, of the Agreement is amended to read as follows:
Subject to compliance with all terms and conditions, the term of this Agreement shall be from February 1, 2022, through September 5, 2025.
3. Original Exhibit A is hereby amended with Revised Exhibit A1, (rev. 08/2023), a copy of which is attached hereto and incorporated into the Agreement by this reference.
4. Original Exhibit B is hereby amended with Revised Exhibit B1, (rev. 08/2023), a copy of which is attached hereto and incorporated into the Agreement by this reference.
5. **All other terms and conditions of the agreement, as previously amended, between the 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: MICHIGAN MEDICAL ADVANTAGE, INC.

Chad Anguilm
Chad Anguilm (Sep 8, 2023 14:40 EDT)
Contractor Signature

Sep 8, 2023
Date

Chad Anguilm
Contractor Name (please print)

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board

Exhibit A1 (Rev. August 2023)

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

1. Agreement and Governing Terms

This *Statement of Work* ("SOW") is made between County and Contractor shall be effective as of the Amendment Effective Date.

The Agreement between the parties, dated February 1, 2022, shall govern the terms of this SOW (herein the "Agreement").

2. Services

The following Services ("Services") will be provided by Contractor to the County pursuant to this SOW.

Ambulatory Backfill Positions

Contractor will provide 3 (three) full-time resources 40 hours a week per resource for ambulatory support* of the agreed-upon systems or area of the client's organization.

a. eClinicalWorks (EHR)

- 1) Assist with build
- 2) Patient Portal
- 3) Population Health
- 4) Scribe
- 5) Training
- 6) eCW Interfaces & Core IT Maintenance

b. Support

- 1) MiPacs Dental Support
- 2) CorroHealth
- 3) BI Requests/OP Need (Report Validation)
- 4) CLI & Voyce -Interpreter line
- 5) Cority ReadySet (Employee Health System)
- 6) Doxy.me (Telehealth)
- 7) Dragon and Nuance

**support is defined as consultative assistance within the EHR. This includes documentation, configuration, and training*

In-Patient/Ancillary

- a. Contractor will provide 5 (five) full-time resources at 40 hours per week per resource to provide helpdesk support for the following In Patient systems. Support will include supporting the following applications:
- 1) HIM/3M
 - 2) IP: Soarian: Nurse and PSY workflow needs (Nursing Requests /Cecil) + Provider and Nurse Training + EDM
 - a) eCareNext/HDX
 - b) IP: Interqual
 - c) IP: Training SC Needs
 - d) IP: PES, SNF (1a/1b)
 - e) Lab + Lab instrument + New Approved/WIP Implementations
 - f) Rad + New Approved/WIP Implementations
 - g) Implementations: Rad/ iRythym -New vendor for cardiac monitoring
 - h) Implementations: Rad/New PACS replacement
 - i) Pharmacy
 - j) Implementations: Rx/ScriptPro robot replacement with BD Parat
 - k) Infor + MMI
 - l) Kronos/ ATKS
 - m) CBORD Nutritional System
 - n) 3M CRS – hospital coding system
 - o) New Approved/WIP Implementations
 - p) iPad Support for Telederm & Wound Care (app installation)
 - q) Dr. First (Pulsecheck EPCS)
 - r) Additional Upgrade Support
 - s) Implementations: Blood Bank SafeTrace TX upgrade

On-Call Support (24/7)

Contractor will provide resources for on call services in a rotation each week (Wednesday – Wednesday)

- Overnight Support -Monday – Friday 5:00 pm – 8:00 am PST
- 24/7 Support Monday-Sunday, including holidays. Contractor will provide weekend and holiday support. Resources will support on all holidays observed by County as well as Contractor.

Onsite Support

Contractor will provide resources who will provide onsite support services in a rotation each week (Monday-Friday).

a. Assumptions

- 1) The County shall grant Contractor's employees proper access and *training* on support applications needed to execute this agreement.

- 2) The County shall provide Contractor's employees access to all supporting documentation needed to support all modules listed in Section 2 "Services."
- 3) The County shall partner Contractor's project lead and project manager to create and implement a transition plan.
- 4) This estimate does not include the time and effort required to address any material issues concerning this SOW. If material issues are discovered, Contractor will work with County to determine an appropriate course of action, which may result in a Change Order.
- 5) This estimate is based on our current understanding of the requirements. Changes in scope during the project may also change the estimate. Any change in scope will be discussed with County, and any additional consulting effort will be by mutual written agreement.
- 6) Items covered in scope are specifically stated within this estimate. If not explicitly identified within this estimate, it is assumed to be out of scope.
- 7) Generally speaking, Contractor will be performing the Services from its office, remotely, or at the client's location upon written request by County.
- 8) The County will be responsible for all applicable travel expenses, including but not limited to per diem, airfare, lodging, etc.
- 9) County will assign project team members with suitable business process expertise, technical expertise, and decision-making authority to provide efficient project progress.
- 10) During the term of this agreement, if a Contractor's consultant departs from the organization, Contractor a mutually agreed to time to replace and train a new resource.
- 11) Contractor's resources will provide for the following hours:
 - a) Daily Coverage Hours-
 - a. Monday-Friday- 8a-5p (PST)
 - b) On-Call Support
 - i. Monday- Friday- 5p-8a (PST)
 - ii. Saturday/Sunday- 24 hours
 - iii. SM Holiday Coverage- 24 hours

b. Project Manager or County Representative

County will provide a project manager or representative to manage the County's resources. This representative should serve as a contact for Contractor on behalf

of the County for the purposes of this SOW. That person and their contact information is:

Contact Name	Stephen Dean -CIO
Email Address	sdean@smcgov.org

Security requirements:

The Contractor will ensure the following:

1. Contractor must demonstrate that employees have undergone a background security check.
2. Employees, for the project, must be located in the United States.
3. Contractor must provide evidence that employees are provided training to handle confidential data including a yearly security awareness training.
4. Contractor must ensure against data leakage, especially for sensitive/confidential data.
5. Contractor must adhere to all County policies and procedures and will utilize all reasonable means and due diligence to protect the confidentiality and security of the County's data.
6. Anti-virus and malware protection must be installed and active on all computing devices used to remote into the County. Anti-virus and malware protection must be continually updated.
7. Data must not be stored on any non-County owned devices.
8. Remote access tools must be approved by the County's Information Services Department (ISD) unless platform has already been pre-approved by County standards.
9. MFA must be used for remote access and includes 2 of the following: 1) things you know (knowledge), 2) things you have (possession), or 3) things you are (biometric)
10. Contractor will notify the County immediately of any potential breach.
11. County reserves right to immediately disconnect any device(s) that is connected to anything not listed in this contract that is used to provide support and any actions that may indicate malicious activities.
12. Contractor will cooperate as required with the County to extract the audit logs including connection logs in the event of a breach or suspected activities.

Exhibit B1 (Rev August 2023)

1. Payments - County shall pay Contractor monthly for the services described in Exhibit A1 "Services" commencing on Amendment Effective Date as follows: Fixed Fee \$99,000, Project Management \$2,500, Time and Materials \$17,833 which includes travel expenses.

2. Change Orders. Change Management is the process through which SOW modifications are identified, documented, evaluated, and adopted or rejected. "Changes" include modifications to the timeline, resource requirements, deliverables, or changes in responsibilities as described in this SOW, or any other change that requires additional Services or expenses to be provided by Contractor. Upon receipt of a Change Request from the County, Contractor will provide a written estimate of the fees required to implement the requested change. Upon the mutual execution of a written Change Order (which will generally take the form of this SOW), Contractor will implement the requested change. Unless otherwise specifically described in the Change Order form, all Services provided as part of a requested Change will be chargeable to County pursuant to the terms and conditions contained herein.

3. Term and Termination of Statement of Work (SOW).
The initial term of this SOW shall be for twenty four (24) months from Amendment Effective Date and then on a month to month basis. After the initial term, either party may terminate this SOW by providing the other party with at least sixty (60) days advance written notice of its intent to terminate

If County terminates the SOW initial term not for cause and Total Estimated Fees calculated in Section "5. Estimated Fees" remain unpaid, Contractor shall bill County, and County shall pay Contractor as follows:

- a. One hundred (100%) percent of the Total Amount Invoiced by Contractor.
 - Total Amount Invoiced by Contractor = Invoices generated by Contractor to County for all Services performed and expenses incurred up to and including the date of such termination in accordance with the terms of the SOW.
- b. Fifty (50%) percent of the Remaining Total Estimated Fees
 - Remaining Total Estimated Fees = Total Estimated Fees (calculated in Section "5. Estimated Fees) – (Total Amount Invoiced by Contractor)

In the event of a termination for cause, the breaching party shall have the right to cure the breach within the notice period set forth in the Agreement. Termination of this SOW shall not be construed as a termination of the Agreement or any other SOW then in effect.

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Final Audit Report

2023-09-08

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-  Signer canguilm@medicaladvantage.com entered name at signing as Chad Anguilm
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-  Document e-signed by Chad Anguilm (canguilm@medicaladvantage.com)
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