

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

THIS AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 20____, 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 wish to enter into a third amendment 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.

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

1. Exhibit A, ADDITIONAL SERVICES is amended to read as follows:
County may request, in writing, additional services to be performed by Contractor (such as consultation, implementation, support/resources, training). The terms, scope and costs of such additional services shall be set forth in a Service Order or Addendum to this Agreement (which shall be effective once signed by both parties. Contractor shall not perform any additional services without an approved Service Order or Addendum to this Agreement. The cost for such Service Orders or Addendums shall be subject to County's total fiscal obligation

limit of the Agreement. Any such additional services shall be subject to all of the provisions, terms, and requirements of the Agreement.

2. 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 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 SIX-HUNDRED FIFTEEN THOUSAND DOLLARS (\$615,000). 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.
3. 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 January 31, 2024.
4. Original Exhibit A is hereby amended with Revised Exhibit A1, (rev. 10/2022), a copy of which is attached hereto and incorporated into the Agreement by this reference.
5. Original Exhibit B is hereby amended with Revised Exhibit B1, (rev. 10/2022), a copy of which is attached hereto and incorporated into the Agreement by this reference.
6. **All other terms and conditions of the Agreement, as previously amended, 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: MICHIGAN MEDICAL ADVANTAGE, INC.

Chad Anguilm

Contractor Signature

Sep 26, 2022

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. October 2022)

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

Statement of Work

This **Statement of Work** ("**SOW**") is made between County and Contractor.

1. Services.

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

Phase 2: eClinicalWorks (eCW) Workflow Optimization and Transformation

Workstream A. Clinic transition from .exe to browser

Medical Advantage will provide 2 consultant trainers to deliver the following (up to 35hrs/week/consultant. Time availability subject to trainers' availability- *for hourly contracts only*):

- i. Execute discovery and planning for clinic transition from .exe platform to browser
- ii. Create training curriculum for platform conversion
- iii. Lead training efforts in preparation for transition
- iv. Provide remote elbow-to-elbow support following each go-live
- v. Create and provide supporting educational materials for eCW
- vi. Provide support for ServiceNow tickets submitted and assigned

Workstream B. Workflow transformation

- a. Medical Advantage will provide one consultant to attend onsite optimization events, up to 50hrs/event
- b. **One 4-day** onsite events as requested by MITS leadership
 1. Remote event Planning (approximately 10 hours/event)
 2. Onsite event (up to 40hrs/event)
- c. Event outcome workflow assistance (TBD and approved)
- d. Evaluate and advise improvement to existing clinical workflows
- e. Optimize eClinicalWorks to support updated workflows and reporting
 - i. EHR Cleanup
 - ii. EHR Build
 - iii. New Workflow Mapping
 - iv. Employee training and support
 - v. Training of items in e i-iv

Workstream C. Ad-Hoc Consulting Requests

- a. Augment MITS support of eClinicalWorks application
 - i. Troubleshoot errors and system issues
 - ii. Support SMC optimization initiatives

- iii. Augment SMC leadership in strategic planning of EHR improvement efforts
- iv. Advise industry best practices for EHR / eClinicalWorks utilization

Workstream D. Patient Portal Support

- a. Patient Portal Implementation needs and to work directly with the project manager and SMMC Pt Portal team
 - i. Attend Patient portal meetings assigned by SMMC PM
 - ii. Assist with Portal related questions via email or phone. For any unanswered questions, the consultant is expected to get back to SMMC no later than 72 hours
 - iii. Provide demos/workflow recommendations for the Patient Portal based on his/her eCW Pt Portal experience
 - iv. Help SMMC with issues on the product, get updates from support (in collaboration with Strategic Account Manager and MITS/SMMC IT), development and product analysts. Standard SLA for cases will apply.
 - v. Identify and demo any additional PE tools beneficial to the practice and patients and facilitate implementation and training of the same.

Workstream E. Helpdesk Support

- a. Provide troubleshooting and break-fix support as needed
 - a. Educate users on proper system utilization

Client will provide a Manager (or lead) to manage Client resources and/or serve as a contact for MA on behalf of Client for the purposes of this SOW. That person and their contact information is:

Name	Stephen Dean
Email Address	sdean@smcgov.org
Phone	628-239-0695

Change Request

Any changes to the assumptions and scope agreed by both parties and based on the enclosed scope of work will require a Project Change Request Form, signed by both parties. The Change Request Process defines the steps to be taken to implement any change. In the event this scope requires additional services and work has been signed off on, the services rendered will be within the contracted maximum obligation.

Exhibit B1 (Rev. October 2022)

In consideration of the services provided by Contractor described in Exhibit A1 and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

A. Rates and Method of Payment

In full consideration of Contractor's performance of the services described in Exhibit A1, above, County shall pay Contractor a maximum obligation of FOUR-HUNDRED FIFTEEN THOUSAND DOLLARS (\$415,000) for the agreement term.

1. Rates

For the Service in Exhibit A1 the following Contractor rates will apply:

Role	Hourly Rate
Consulting – Onsite/Remote	\$140
Project Management	\$125
Help Desk	\$90

2. Estimated hours by Exhibit A1 Workstream October 1, 2022 – January 31, 2024.

Workstream	Time and Materials	Number of Hours	Total Estimated Cost
A	\$140 per consultant/per hour	1,120 (16 weeks)	\$156,800
B-b.1&2	\$140 per consultant/per hour	Up to 50 hours	\$7,000
B- c	\$140 per consultant/per hour	TBD	
B d-e	\$140 per consultant/per hour	TBD	
C	\$140 per consultant/per hour	40-60hrs	\$7,000
D	\$140 per consultant/per hour	160	\$22,400
E	\$90 per consultant/per hour	Pay as you go	N/A
Project Management	\$125 per consultant/per hour	160	\$20,000

Expense Reimbursement - Travel and Living expenses will be payable in accordance with Section 18 of this Agreement.

B. Monthly Invoice and Payment

Contractor shall invoice County monthly for Services as incurred during the prior month. The invoice shall clearly summarize services delivered. Contractor shall provide a report each month describing the Service provided in that month and planned for the following month.

The current scope of work is clearly defined, requested, and required hours approved by County Health Leadership representative prior service delivery and invoicing. Invoices are to be sent to:

HS_HIT_AccountsPayable@smcgov.org . Processing time may be delayed if invoices are not submitted electronically.

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Final Audit Report

2022-09-26

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