

**THIRTIETH AMENDMENT TO THE AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
ECLINICAL WORKS, LLC**

THIS AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, by and between the COUNTY OF SAN MATEO, hereinafter called "County" and ECLINICAL WORKS, LLC, hereinafter called "Contractor";

WITNESSETH

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

WHEREAS, the parties entered into an Agreement, by County Board of Supervisors Resolution 069209, to install and maintain an Ambulatory Electronic Medical Record at San Mateo Medical Center on January 8, 2008; and

WHEREAS, County and Contractor have entered into amendments to extend the Term of the Agreement, most recently by Amendment No. 23 on November 9, 2020, to January 7, 2024 and now to extend the Term two years to January 7, 2026; and

WHEREAS, Contractor may increase all fees in the Agreement by three percent (3%) for the periods of January 8, 2024 to January 7, 2025 and January 8, 2025 to January 7, 2026; and

WHEREAS, County's total fiscal obligation of \$4,500,000 under the Agreement for the period of January 8, 2017 through January 7, 2024 is increased by \$1,945,015 for the period of January 8, 2017 through January 7, 2026 for a new total fiscal obligation of \$6,445,015.

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

1. Section 4 Payments. Section 4 of the Agreement, Payments, 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 the Agreement, as amended, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B". For the period commencing January 8, 2017 through January 7, 2026, County's fiscal obligation under this Agreement shall not exceed \$6,445,015.
2. Section 5 Term and Termination. Section 5 of the Agreement, Term and Termination, which has subsequently been amended is deleted in its entirety and reinstated to read as follows:

Subject to compliance with all terms and conditions, the Term of this Agreement shall be from January 8, 2008 through January 7, 2026 unless terminated earlier according to the terms of this Agreement. This Agreement may be terminated by

Contractor or by the County Health Chief or his/her designee, at any time without a requirement of good cause upon sixty (60) days written notice.

Data Transfer Options Upon Termination. Within thirty (30) days of the end of the Term of the Agreement or notice of termination by either party in accordance with Section 5 of the Agreement, County may request, in writing, that Contractor transfer County's data according to the County selected data transfer option described in Schedule 1 Data Transfer Options of this amendment and pay Contractor as described in said Schedule 1. Contractor shall transfer County's data to County within a reasonable timeframe based on the size of the data and option selected. County shall have thirty (30) days to review the transferred data for accuracy and completeness and notify contractor in writing of any material data defects. If County does not notify Contractor of any material defects during that thirty (30) day period the data transfer shall be consider complete and Contractor my permanently delete the data. If County does notify Contractor of material data defects during that thirty (30) day period Contractor shall correct the defects and to return the data for County review. County shall review the returned data and notify the Contractor, in writing, that the data is complete or if all material defects have not been corrected. The review and correction process shall continue until the County notifies Contractor, in writing, that the data transfer is complete or if no defects are reported within thirty (30) days. Contractor may then permanently delete the data.

3. EIS Service Period. The EIS Service Period is increased by 6 months for a new EIS Service Period of May 10, 2021, to February 9, 2024 at \$17,000 per month.
4. All other terms and conditions of the Agreement dated January 8, 2008, between the County and Contractor, shall remain in full force and effect.

IN WITNESS WHEREOF, and in agreement with the terms set forth herein, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: ECLINICAL WORKS, LLC

DocuSigned by:
Alicia Cusato
CED4613E24FA417...

Jul 3, 2023

Alicia Cusato

Contractor Signature

Date

Contractor Name (please print)
IR Number: 3541311

COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board

Schedule 1 – Data Transfer Options

Contractor provides multiple, distinct options for customers to transfer their data from Contractor. For more information on other data transfer options from Contractor, open a support case on the my.eclinicalworks.com Customer Portal. Indicate the data transfer option chosen by the customer.

ECW CLOUD CUSTOMERS

- ☐ **1. C-CDA Export:** Self-Service Export through the Contractor's application. This option enables customers to export their data from Contractor themselves, free of charge, and without any assistance from Contractor. For more information about downloading C-CDA, refer to the [C-CDA DATA PORTABILITY USERS GUIDE](#), which is available on the my.eclinicalworks.com Customer Portal: [MODERN VIEW > KNOWLEDGEBASE > PRODUCT DOCUMENTATION > DOCUMENTS > SEARCH FOR "C-CDA"](#). Customers can utilize this option at any time while they have access to the EHR software.

Total Cost: Free of charge

The Data Export C-CDA File includes the 2015 Edition Common Clinical Data Set data elements, which include but are not limited to: Patient Demographics (Name, Sex, Date of Birth, Race, Ethnicity and Preferred Language), Smoking Status, Problem List, Medication List, Laboratory Tests and Results, Vital Signs, Procedures, Care Team Members, Immunizations, Unique Device Identifiers, Assessments, Treatment Plan, Goals, and Health Concerns. This is not a comprehensive data export; if one is needed, select option 2 or 3.

- ☐ **2. One-Time Unencrypted Database Backup, Including Scanned Documents:** Contractor will capture and provide a one-time unencrypted copy of the database. All EHR data (including structured and free-text notes associated with a patient's chart) will be part of the unencrypted copy of the database backup. Note: this option is provided in a relational database machine readable format (.BAK file format). Refer to options 1 and 3 for human readable file formats for specified subsets of data. If the data is 50 GB or more, an encrypted hard drive is required. If the data is less than 50 GB, data will be delivered via sFTP at no additional cost.

Total Cost: Free of charge if no encrypted hard drive is needed; \$500 plus applicable taxes (includes delivery) if a hard drive is required.

- ☐ **3. Focused Data Extraction Service: Focused Service Data Extraction Service:** Human readable formatted data export option. Contractor will extract the data, for a focused subset of data elements only, as follows:

Patient Demographics and Appointments in TXT format

Locked Progress Notes (Physical, Telephone, or Web) in read-only HTML format (all Progress Notes must be locked by the practice prior to export)

Patient Documents in native format with index file

Pink Paper Clip (interface results) in read-only HTML format with index file

Medical Summary

Select Financial Reports

Custom requests for any other element apart from the aforementioned can be discussed with your assigned PM, who can internally assess the feasibility of the request (this includes any request to convert HTML documents to PDF). Custom and PDF conversion requests incur additional charges apart from the standard export charges.

In addition to the aforementioned human readable extracts, this option also includes the *One Time Unencrypted Database Backup, Including Scanned Documents* (as described in option 2).

If the data is 50 GB or more, an encrypted hard drive is required. If the data is less than 50 GB, data will be delivered via sFTP at no additional cost.

Total Cost: \$3,000 for 1-3 providers, \$4,500 for 4-10 providers, \$1,500 for every additional 10 providers.

If the data is 50GB or more, an encrypted hard drive is required for \$500 plus applicable taxes (includes delivery). Larger customers should contact Contractor to identify the best data solution for them. This option is often chosen by customers who are closing or retiring.

SELF-HOSTED ECW CUSTOMERS

☐ **1. C-CDA Export:** Self-Service Export through the Contractor application. This option enables customers to export their data from Contractor themselves, free of charge, and without any assistance from eCW. For more information about downloading C-CDA, refer to the *C-CDA Data Portability Users Guide*, which is available on the my.eclinicalworks.com Customer Portal: **MODERN VIEW > KNOWLEDGEBASE > PRODUCT DOCUMENTATION > DOCUMENTS > SEARCH FOR “C-CDA.”** Customers can utilize this option at any time while they have access to the EHR software.

Total Cost: Free of charge

The Data Export C-CDA File includes the 2015 Edition Common Clinical Data Set data elements, which include but are not limited to: Patient Demographics (Name, Sex, Date of Birth, Race, Ethnicity and Preferred Language), Smoking Status, Problem List, Medication List, Laboratory Tests and Results, Vital Signs, Procedures, Care Team Members, Immunizations, Unique Device Identifiers, Assessments, Treatment Plan, Goals, and Health Concerns. This is not a comprehensive data export; if one is needed, select option 2 or 3.

☐ **2. One-Time Unencrypted Database Backup, Including Scanned Documents:** Contractor will capture and provide a one-time unencrypted copy of the database. All EHR data (including structured and free-text notes associated with a patient’s chart) will be part of the unencrypted copy of the database backup. Note: this option is provided in a relational database machine readable format (.BAK file format). Refer to options 1 and 3 for human readable file formats for specified subsets of data. All scanned documents will be available, unencrypted, on the self-hosted customer’s server.

Total Cost: Free of charge if no encrypted hard drive is requested; \$500 plus applicable taxes (includes delivery) if an encrypted hard drive is requested.

☐ **3. Focused Service Data Extraction Service:** Human readable formatted data export option. Contractor will extract the data, for a focused subset of data elements only, as follows:

Patient Demographics and Appointments in TXT format

Locked Progress Notes (Physical, Telephone, or Web) in read-only HTML format (all Progress Notes must be locked by the practice prior to export)

Patient Documents in native format with index file

Pink Paper Clip (interface results) in read-only HTML format with index file

Medical Summary

Select Financial Reports

Custom requests for any other element apart from the aforementioned can be discussed with your assigned PM, who can internally assess the feasibility of the request (this includes any request to convert HTML documents to PDF). Custom and PDF conversion requests incur additional charges apart from the standard export charges.

In addition to the aforementioned human readable extracts, this option also includes the *One Time Unencrypted Database Backup, Including Scanned Documents* (as described in option 2).

If the data is 50 GB or more, an encrypted hard drive is required. If the data is less than 50 GB, data will be delivered via sFTP at no additional cost.

Total Cost: \$3,000 for 1-3 providers, \$4,500 for 4-10 providers, \$1,500 for every additional 10 providers

If the data is 50GB or more, an encrypted hard drive is required for \$500 plus applicable taxes (includes delivery). Larger customers should contact Contractor to identify the best data solution for them. This option is often chosen by customers who are closing or retiring.