

# **AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND GARTNER, INC.**

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the ("Effective Date") by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Gartner, Inc. a Delaware Corporation with a place of business located at 56 Top Gallant Road, Stamford, CT, hereinafter referred to as the "Contractor." As used herein either County or Contractor may be referred to individually as a ("Party") or collectively as the ("Parties").

\* \* \*

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

Whereas, it is necessary and desirable that Contractor be retained for the purpose of providing consulting services for an Enterprise Electronic Health Record Assessment and Plan.

**Now, therefore, it is agreed by the parties to this Agreement as follows:**

## **1. Exhibits and Attachments**

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A—Services

Exhibit B—Payments and Rates

Attachment H—HIPAA Business Associate Requirements

Attachment I—§ 504 Compliance

## **Services to be performed by Contractor**

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and Contractor's proposal appended hereto in Exhibit A.

## **2. Payments**

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 at the fixed prices per Deliverable specified in Exhibit B. County reserves the right to withhold payment if County determines that the Deliverable does not materially conform to applicable specifications. In no event shall County's total fiscal obligation under this Agreement exceed ONE MILLION SIX HUNDRED THOUSAND DOLLARS (\$1,600,000). 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. Term**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from December 6, 2016 through December 5, 2018.

**4. Termination:**

This Agreement may be terminated by Contractor or by the Chief of the Health System or her designee at any time.

Termination for Convenience: without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services performed prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.

**5. Ownership of Deliverable(s):**

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

**6. Relationship of Parties**

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

**7. Hold Harmless**

**a. General Indemnity**

Contractor agrees to indemnify, defend and hold harmless the County and its officers, agents, employees, and servants from and against any 3<sup>rd</sup> party claims, demands or lawsuits, relating to the bodily injury or death of any person or damage to real and/or tangible personal property directly caused by the negligence or willful misconduct of the Contractor, its personnel, or agents during the course of the provision of Services under this Agreement.

**b. Intellectual Property Indemnification**

Contractor shall upon notification of a claim against County alleging any Contract Deliverable infringes a copyright, US patent or trade secret of any third party, Contractor will defend such claim at its expense and will pay any costs or damages that may be finally awarded against County. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not

impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent; (IV) or direct the return of Deliverable and refund the fees paid by the County for the Deliverable

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; and/or (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

**9. Assignability and Subcontracting**

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

**10. Insurance**

**a. General Requirements**

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. Contractor shall employ commercially reasonable efforts to advise County within thirty (30) days of any cancellation or determination to effect a material change in the insurance coverage's listed herein and/or maintained by Contractor in support of this agreement.

**b. Workers' Compensation and Employer's Liability Insurance**

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

**c. Liability Insurance**

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

x Comprehensive General Liability... \$1,000,000

(Applies to all agreements)

x Motor Vehicle Liability Insurance... \$1,000,000

(To be checked if motor vehicle used in performing services)

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability listed herein and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

#### **Compliance With Laws**

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

#### **11. Non-Discrimination and Other Requirements**

##### **a. General Non-discrimination**

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

**b. Equal Employment Opportunity**

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

**c. Section 504 of the Rehabilitation Act of 1973**

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

**d. Compliance with County's Equal Benefits Ordinance**

With respect to the provision of benefits to its employees, Contractor shall comply with Chapter 2.84 of the County Ordinance Code, which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse. In order to meet the requirements of Chapter 2.84, Contractor must certify which of the following statements is/are accurate:

- ☒ Contractor complies with Chapter 2.84 by offering the same benefits to its employees with spouses and its employees with domestic partners.
- ☐ Contractor complies with Chapter 2.84 by offering, in the case where the same benefits are not offered to its employees with spouses and its employees with domestic partners, a cash payment to an employee with a domestic partner that is equal to Contractor's cost of providing the benefit to an employee with a spouse.
- ☐ Contractor is exempt from having to comply with Chapter 2.84 because it has no employees or does not provide benefits to employees' spouses.
- ☐ Contractor does not comply with Chapter 2.84, and a waiver must be sought.

**e. Discrimination Against Individuals with Disabilities**

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

**f. History of Discrimination**

Contractor must check one of the two following options, and by executing this Agreement, Contractor certifies that the option selected is accurate:

- ☒ No finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other investigative entity.

- ☐ Finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. If this box is checked, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination.

**g. Reporting; Violation of Non-discrimination Provisions**

Contractor shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or Section 0, above. Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this Section, the County Manager shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

**12. Compliance with County Employee Jury Service Ordinance**

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed Section 3, above, is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

**13. Retention of Records; Right to Monitor and Audit**

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

**14. Merger Clause; Amendments**

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

**15. Controlling Law; Venue**

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules.

**16. Limitation of Liability.** Neither party shall be liable for any consequential, indirect, special or incidental damages, such as damages for lost profits, business failure or loss arising out of use of the Deliverables or the Services, whether or not advised of the possibility of such damages. Except for liability for personal injury or death or for damage to property caused by the negligence or willful misconduct of Contractor or its employees, Contractor's total liability arising out of this Agreement and the provision of the Services shall be limited to the fee paid by County under the Statement of Work under which such liability arises.

**17. Ownership of Deliverables.** (a) Subject to payment of fees specified in an applicable SOW, Contractor grants to County ownership of any Deliverable originally created for and submitted to County. Contractor shall retain sole and exclusive ownership of its pre-existing tools, methodologies, questionnaires, responses, proprietary research and/or data generated in the course of performing the consulting services, together with all intellectual property rights therein (collectively, the "Contractor Materials"). Contractor grants to County a perpetual, non-exclusive, royalty-free license to use and to disclose during the course of its internal business operations any Consultant Materials embodied in a

Deliverable. Unless the Deliverable is a Request for Proposal (RFP) or similar document intended to be distributed by County to the public, County shall not make the Deliverables available, in whole or in part, to anyone outside of County, or quote excerpts from the Deliverables to the public, without the prior written consent of Contractor. Notwithstanding the foregoing, County may share the Deliverables with (i) its outside auditors and/or accountants, (ii) third parties who have signed appropriate confidentiality agreements with County who are engaged by County to review or implement suggestions or to further research the issues contained in the Deliverables, and (iii) governmental or regulatory bodies as required by law to include applicable "Open Records" or "Freedom of Information" and "public Records Act" statutes.

(b) Nothing contained in this Agreement shall preclude Contractor from rendering services to others or developing work products that are competitive with, or functionally comparable to, the consulting services performed. Contractor shall not be restricted in its use of ideas, concepts, know-how, data and techniques acquired or learned in the course of performing the consulting services, provided that Contractor shall not use or disclose any of County's confidential information.

**18. Warranty.** THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND CONTRACTOR EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR AS TO ACCURACY, COMPLETENESS OR ADEQUACY OF INFORMATION. COUNTY RECOGNIZES THE UNCERTAINTIES INHERENT IN ANY ANALYSIS OR INFORMATION THAT MAY BE PROVIDED AS PART OF THE SERVICES, AND ACKNOWLEDGES THAT THE SERVICES ARE NOT A SUBSTITUTE FOR ITS OWN INDEPENDENT EVALUATION AND ANALYSIS AND SHOULD NOT BE CONSIDERED A RECOMMENDATION TO PURSUE ANY COURSE OF ACTION. CONTRACTOR SHALL NOT BE LIABLE FOR ANY ACTIONS OR DECISIONS THAT COUNTY MAY TAKE BASED ON THE SERVICES OR ANY INFORMATION OR DATA CONTAINED THEREIN. COUNTY UNDERSTANDS THAT IT ASSUMES THE ENTIRE RISK WITH RESPECT TO THE USE OF THE SERVICES.

**19. No Third-Party Beneficiaries.** This Agreement is for the benefit of the parties only. None of the provisions of this Agreement are for the benefit of, or enforceable by, any third party. It is the intention of Contractor and County that no third party shall have the right to (i) rely on the consulting services provided by Contractor or (ii) seek to impose liability on Contractor as a result of the consulting services or any Deliverables furnished by Contractor to County

**20. Confidential Information.** (a) The parties agree to keep confidential and not to use or disclose to any third parties any non-public business information of the other party learned or disclosed in connection with this Agreement, including the Consultant Materials. The obligation of the parties with respect to the Confidential Information shall terminate with respect to any particular portion of the Confidential Information if and when: (i) it is in the public domain at the time of its communication; (ii) it is developed independently by the receiving party without use of any confidential information; (iii) it enters the public domain through no fault of the receiving party subsequent to the time of the disclosing party's communication to the receiving party; (iv) it is in the receiving party's possession free of any obligation of confidence at the time of the disclosing party's communication; (v) it is communicated by the disclosing party to a third party free of any obligation of confidence; (vi) the receiving party has the disclosing party's written permission; or (vii) it is disclosed pursuant to California Public Records Act. (b) Each party shall provide notice to the other of any demand made upon it under lawful process to disclose or provide any of the other party's confidential information. The receiving party agrees to cooperate with the disclosing party, at the disclosing party's expense, if the disclosing party elects to seek reasonable protective arrangements or oppose such disclosure.



Any confidential information disclosed pursuant to such lawful process shall continue to be confidential information.

- 21. Acceptance.** Absent specific language in an individual SOW, all Deliverables provided by Contractor to County shall be deemed to be accepted within fifteen (15) days of receipt by County unless Contractor receives written notice of non-acceptance within 15 days after delivery. Any notice of non-acceptance by County must contain in reasonable detail how the Deliverables did not conform to the applicable Statement of Work. Upon receipt of notice, Contractor shall use commercially reasonable business efforts to correct any deficiencies in the Deliverables so that they materially conform to the Statement of Work

**22. Disentanglement**

Contractor shall cooperate with County and County's other contractors to ensure a smooth transition at the time of termination of this Agreement, regardless of the nature or timing of the termination. Contractor shall cooperate with County's efforts to effectuate such transition with the goal of minimizing or eliminating any interruption of work required under the Agreement and any adverse impact on the provision of services or the County's activities; provided, however, that County shall pay Contractor on a time and materials basis, at the then-applicable rates, for all additional services performed in connection with such cooperation. Contractor shall deliver to County or its designee, at County's request, all documentation and data related to County, including, but not limited to, patient files, held by Contractor, and after return of same, Contractor shall destroy all copies thereof still in Contractor's possession, at no charge to County. Such data delivery shall be in an electronic format to facilitate archiving or loading into a replacement application. County and Contractor shall mutually agree to the specific electronic format. Upon any termination of the Agreement, regardless of the nature or timing of the termination, County shall have the right, for up to twelve (12) months (the "Transition Period"), at County's option and request, to continue to receive from Contractor all maintenance and support services, at the then-applicable rates provided, however, that the annual support and maintenance fee shall be prorated and paid in advance on a monthly basis during such time, and the amount of such support and maintenance fee shall remain subject to the limitations set forth in the Agreement regarding any increase in such fee.

**23. Notices**

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title: Eric Raffin/Chief Information Officer, Health System  
Address: 225 37<sup>th</sup> Avenue, San Mateo, CA 94403  
Telephone: (650) 573-2022  
Facsimile: (650) 573-3626  
Email: [eraffin@smcgov.org](mailto:eraffin@smcgov.org)

In the case of Contractor, to:

Name/Title: Phillip A. Cummings  
Address: 4501 North Fairfax Drive; Arlington VA 22203

Telephone: 703.387.5619  
Facsimile: 800-446-3597  
Email: phillip.cummings@gartner.com

**24. Electronic Signature**

If both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo, both boxes below must be checked. Any party that agrees to allow digital signature of this Agreement may revoke such agreement at any time in relation to all future documents by providing notice pursuant to this Agreement.

For County: ☐ If this box is checked by County, County consents to the use of electronic signatures in relation to this Agreement.

For Contractor: ☐ If this box is checked by Contractor, Contractor consents to the use of electronic signatures in relation to this Agreement.

\* \* \*

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

COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board

**GARTNER INC.**



Contractor's Signature

Date: 10/27/16

*April 1, 2015 CCC issued contract template version)*

## **Exhibit A**

In consideration of the payments set forth in Exhibit B, Contractor shall provide the services described in this Exhibit as follows:

### **1.1 Gartner's Understanding**

Located in the heart of the San Francisco Bay Area, San Mateo County is home to nearly 750,000 residents. In order to fulfill its mission to help each of these residents live longer and healthier lives, San Mateo County Health System (SMCHS) provides an array of services including communicable disease control, emergency medical services, mental health care, services for people with addictions, coordinated care and targeted case management for older adults, children with disabilities, pregnant women and low-income children, protection from environmental hazards, healthcare in the correctional setting and medical care for low income residents. Providing these services are SMCHS' 10 divisions and approximately 2,500 staff. These staff are currently using several electronic health record (EHR) systems, case management systems, as well as numerous ancillary and back office applications, leading to inefficiencies in care, reduced patient safety, increased costs and other negative effects.

Having seen these issues in Counties across the United States, Gartner understands SMCHS' objectives and the need to procure and implement a unified EHR solution in order to improve all of its primary areas of focus. Gartner understands that SMCHS wants to assess and analyze the gap between SMCHS' current environment and future needs, develop the requirements to meet those future needs, and procure a unified EHR system to meet those needs and requirements.

We understand the ultimate goal of the unified EHR system is not only to replace the current functionality but also to:

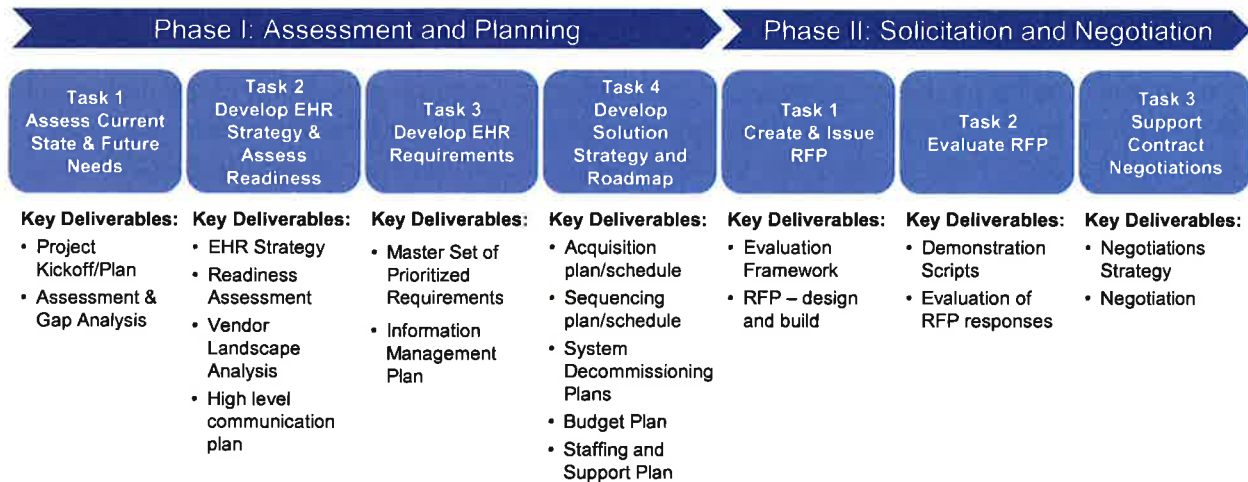
- Meet and exceed meaningful use compliance.
- Assure that relevant clinical data is always accessible at the point of care.
- Standardize care delivery practices and enable the sharing of patient information across various SMCHS care delivery venues and providers.
- Facilitate the sharing of health information with non-SMCHS care providers.
- Increase revenue cycle effectiveness/efficiency.
- Improve the quality of patient care.
- Move toward an Accountable Care Organization (ACO) capability which leads to both better patient outcomes and lower care delivery costs.

### **1.2 Overview of Gartner's Approach**

Gartner has analyzed all of the items that the SMCHS RFP identifies to be within Project Scope and has developed a structured and disciplined approach/work plan which addresses each and

every requirement. Based on this analysis and on our prior experience with other large, complex, public sector healthcare delivery organizations, we have developed a two-phase approach to this project. This approach is summarized in the figure below.

**Figure 1. Overview of Project Approach**



Each phase contains a set of tasks that, when completed in the proposed sequence, build upon each other and will lead SMCHS to the successful selection of a unified EHR solution that best meets its clinical and administrative needs.

Detailed task descriptions, expected SMCHS involvement, deliverables, and time frames for each task are provided in Section 1.3 and 1.4 (below). They are summarized here to provide an overview for the reader.

### 1.2.1 Phase I: Assessment and Planning

Phase I will achieve the following objectives:

- Set the foundation for a successful engagement that is delivered on time, within budget, and meets agreed upon SMCHS objectives.
- Assess SMCHS' current environment as it pertains to future solutions.
- Identify a broad vision and direction for the SMCHS.
- Develop guiding principles, strategic imperatives and an overall strategy for a unified EHR.
- Develop the requirements to accomplish the strategy.
- Develop a solution strategy and roadmap to guide the successful procurement, implementation, and operation of a unified EHR solution.

Our proposed methodology to achieve these objectives is based on our deep experience working with other clients to understand the current EHR vendor environment and on Gartner's extensive research in this area. Over the past three to five years, the EHR software market has matured and consolidated significantly and 'Mega Suite' providers have emerged (for a further analysis of this trend see section 2.2 point 5). As a result, Gartner is confident that SMCHS can

find a vendor that provides standard requirements (i.e. CCHIT, MU standards, & etc.). The focus should be on SMCHS-specific scenarios and requirements.

Gartner will leverage our knowledge of industry best practices and our extensive library of EHR use cases/requirements to accelerate the requirements definition process. These materials have been developed over many years and will provide a starting baseline of EHR requirements, which our team will extend and customize based on San Mateo's specific needs and context. The focus of the analysis and requirements development portion of the project will be on identifying, documenting and developing requirements for workflows that are unique to your environment. These will form the basis for the requirements that will enable SMCHS to differentiate between vendor solutions.

### **1.2.2 Phase II: Solicitation and Negotiation**

Phase II will achieve the following objectives:

- Develop relevant documents and framework to create SMCHS Request for Proposal(s).
- Conduct a transparent and defensible procurement process.
- Select the best value vendor(s) and service(s).
- Come to negotiated agreement with vendors to complete the acquisition process.

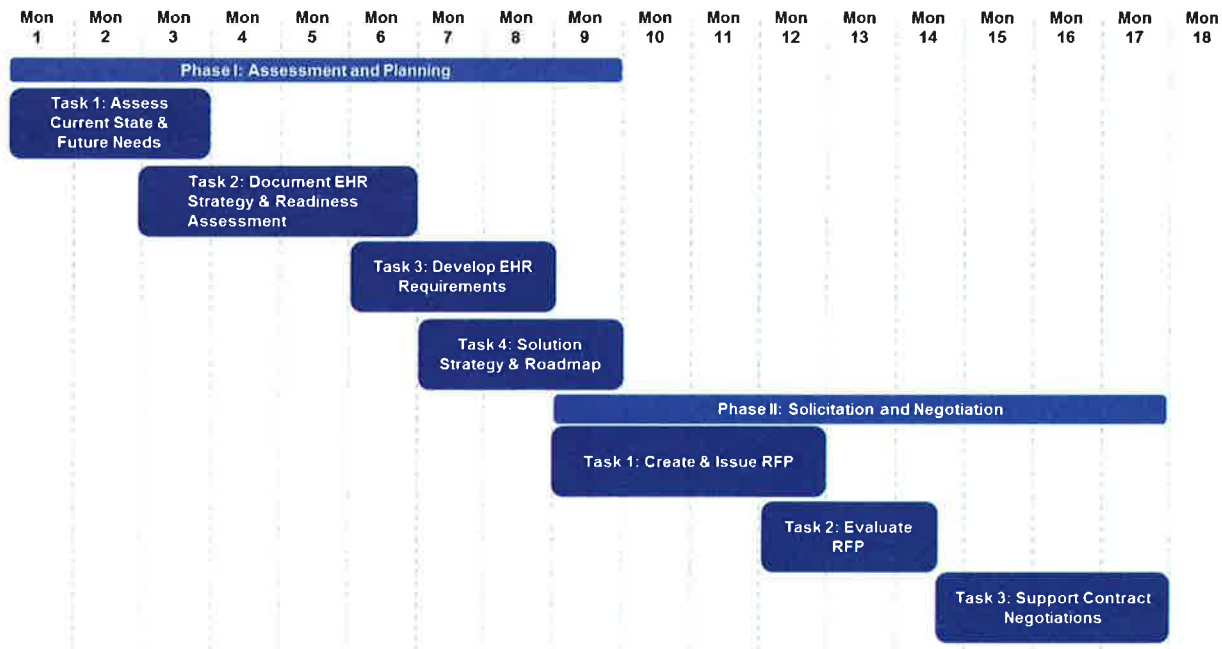
Our approach to solicitation (RFP, selection, etc.) and negotiations (contract, SOW) is informed by our decades of experience assisting other public sector clients with large, complex, high-stakes and politically sensitive procurements, as well as our specific experience assisting LA County DHS with the selection of Cerner and the negotiation of the Cerner contract which led directly to their successfully concluded EHR implementation. We will leverage this experience to help SMCHS follow the solution strategy and roadmap developed in Phase I and avoid the pitfalls that we have seen befall other organizations (see section 2.1 for our five lessons learned).

### **1.2.3 Expected Project Schedule**

Gartner estimates that Phase I will take 8-9 months to complete and Phase II will take 9-10 months. There may be opportunities to accelerate this process by executing some of the tasks in parallel, by establishing an extremely effective, nimble County governance and decision making process.

This proposed schedule is based on our best thinking and actual experience with other clients. If selected by the County to assist with this engagement, Gartner will work with County to establish a schedule that best meets the County's needs.

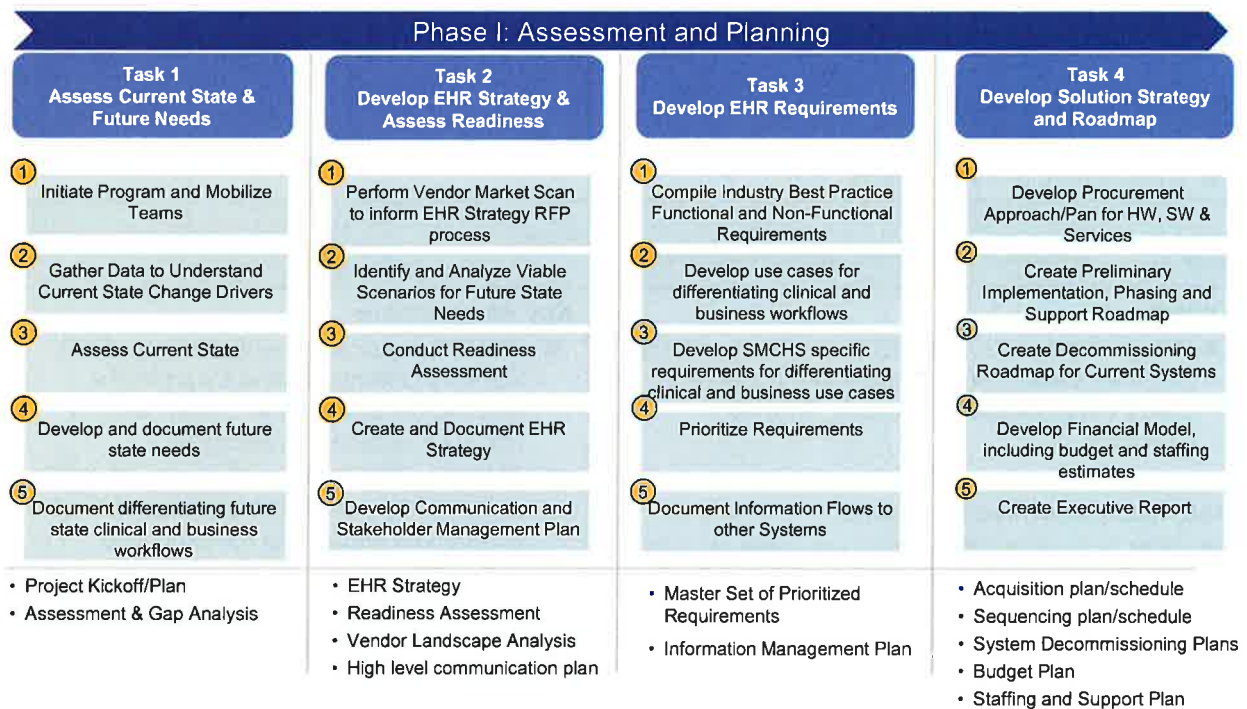
**Figure 2. Estimated Engagement Schedule**



### 1.3 Phase 1: Assessment and Planning

Gartner will follow the methodologies discussed above to develop San Mateo's EHR strategy and requirements. The tasks and steps necessary to accomplish this are outlined in the figure below and detailed in the table.

**Figure 3. Overview of Phase I Approach**



The following Section provides a detailed description of all tasks, activities and Deliverables for Phase 1: Assessment and Planning.

<b>Phase I. Assessment and Planning</b>	
<b>Task 1. Assess Current State &amp; Future Needs</b>	
<p><b>Objective:</b></p> <ul style="list-style-type: none"> <li>■ Review and Assess SMCHS' current state</li> <li>■ Determine SMCHS future needs and the gap between current and future states</li> </ul> <p><b>Activities performed by Gartner:</b> Gartner will perform five steps to assess SMCHS' current state and the current state of the vendor market.</p> <ul style="list-style-type: none"> <li>■ Step 1: Initiate Program and Mobilize Teams</li> <li>■ Step 2: Gather Data to Understand Current State Change Drivers</li> <li>■ Step 3: Assess Current State</li> <li>■ Step 4: Develop and document future state needs</li> <li>■ Steps 5: Document differentiating future state clinical and business workflows</li> </ul> <p>The detailed objectives, activities, assumptions, deliverables and timelines associated with each step are enumerated in subsequent rows.</p> <p><b>Gartner Deliverable(s):</b></p> <ul style="list-style-type: none"> <li>■ Project Kickoff and Plan</li> <li>■ Assessment &amp; Gap Analysis</li> </ul>	<p><b>Key Assumptions</b></p> <ul style="list-style-type: none"> <li>■ The eleven divisions and associated systems named in the RFP will be assessed.</li> </ul> <p><b>SMCHS responsibilities:</b></p> <ul style="list-style-type: none"> <li>■ Participate in all meetings, interviews, workshops, surveys, etc.</li> <li>■ Provide requested documentation and information.</li> </ul> <p><b>Estimated Duration:</b></p> <ul style="list-style-type: none"> <li>■ 10-12 weeks</li> </ul>
<b>Step 1. Initiate Program and Mobilize</b>	
<p><b>Objective:</b></p> <ul style="list-style-type: none"> <li>■ Work closely with SMCHS to set the foundation for a successful engagement that is delivered on time, within budget and meets SMCHS's objectives.</li> </ul> <p><b>Activities performed by Gartner:</b></p> <ul style="list-style-type: none"> <li>■ Prior to the kick-off, Gartner will conduct up to three pre kick-off planning calls with the County project manager to discuss participants, content and logistics of the kick-off meeting.</li> <li>■ Gartner will develop a Project Plan that will include a detailed project schedule.</li> </ul>	<p><b>Key Assumptions</b></p> <ul style="list-style-type: none"> <li>■ SMCHS does not already have an EHR Steering Committee and Charter. If a steering committee and charter exist, it would be updated as necessary.</li> <li>■ SMCHS will provide guidance on kick-off and steering committee participants and appropriate leadership for executive interviews.</li> </ul> <p><b>SMCHS responsibilities:</b></p> <ul style="list-style-type: none"> <li>■ Assist in identifying kick-off participants.</li> <li>■ Schedule kick-off meeting.</li> </ul>



## Phase I. Assessment and Planning

- Gartner will hold a kick-off meeting with SMCHS to ensure understanding of the project objectives, scope, schedule, and milestones, roles, responsibilities and required resources for Gartner and SMCHS. Gartner will also discuss anticipated risks and mitigation plans, based on lessons learned from past experience.
- Gartner will assist the County in developing project governance through forming an EHR Steering Committee, including:
  - Identification of appropriate members for a steering committee for project oversight and decision-making
  - Determination of the steering committee chair
  - Development of a steering committee charter/documentation of roles and responsibilities
  - Obtain steering committee approval of process
- Gartner will conduct separate executive interviews with SMCHS leadership regarding each of their goals and objectives for the project.
- Gartner will work with SMCHS to identify working groups:
  - Working groups will include functional and technical groups.
  - There will likely be one technical group, but multiple functional groups. Each functional group will center around a cluster of related activities based on the scope of knowledge of the business subject matter experts (SMEs).
  - There may be some business SMEs who are members of the technical groups and technical SMEs who are members of the functional groups to ensure a more global understanding.
  - Gartner's experience shows that the most successful working groups include a targeted group of three to five SMEs

### Gartner Work Product:

- Project Governance Framework

### Gartner Deliverable:

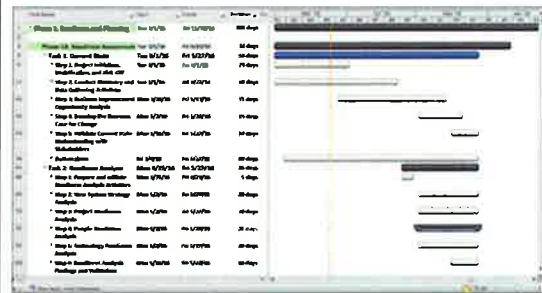
- Project Kickoff/Plan

- Ensure attendance at kick-off meeting by Project Sponsor, Project Manager and other key stakeholders, as determined prior to kickoff.
- Ensure appropriate participation in Steering Committee.

### Estimated Duration:

- 1-2 weeks

### Sample Project Plan:



Phase I. Assessment and Planning	
<b>Step 2. Gather Data to Understand Current State Change Drivers</b>	
<p><b>Objective:</b></p> <ul style="list-style-type: none"> <li>■ Develop understanding of SMCHS' current state, pain points and improvement opportunities.</li> </ul> <p><b>Activities performed by Gartner:</b></p> <ul style="list-style-type: none"> <li>■ Review all documentation provided by SMCHS including: <ul style="list-style-type: none"> <li>□ Prior consulting outcomes, internal documentation and committee notes</li> <li>□ Existing requirements</li> <li>□ Vendor proposals, plans, quotes and cost estimates</li> <li>□ Previously conducted vendor assessments</li> <li>□ Overall enterprise strategy and IT strategy</li> <li>□ Current and planned application portfolio, infrastructure, and architecture</li> <li>□ Staffing and budgets</li> </ul> </li> <li>■ Gartner conduct up to 45 stakeholder interviews in groups or individually regarding the EHR replacement initiative, IT organization and environment <ul style="list-style-type: none"> <li>□ Two to three Stakeholders from each of the eleven divisions</li> <li>□ Interviews will include clinical, revenue cycle, business and IT stakeholders</li> </ul> </li> <li>■ Conduct additional discovery activities, including: <ul style="list-style-type: none"> <li>□ Up to five focus group discussions with business and IT subject matter experts</li> <li>□ User surveys to determine satisfaction, pain points, and improvement opportunities (e.g. user experience, access to integrated medical record, analytics and reports)</li> <li>□ High level demonstrations of current systems to provide a understanding of existing system purpose and function</li> <li>□ Site visits. Gartner will work with SMCHS to determine the appropriate number and locations to obtain an overview of the environment and divisions. These visits may be part of the other activities (i.e. have different interviews or system demonstrations at different sites)</li> <li>□ Shadow clinic and field workers to understand the specifics of their workflows (e.g. Women Infant and Children WIC)</li> </ul> </li> </ul>	<p><b>Key Assumptions</b></p> <ul style="list-style-type: none"> <li>■ Required documentation is available and will be provided in a timely manner</li> <li>■ Appropriate participants for various interviews, workshops, focus groups and surveys are identified and available to participate as required.</li> </ul> <p><b>SMCHS responsibilities:</b></p> <ul style="list-style-type: none"> <li>■ Provide relevant documentation and application portfolio information.</li> <li>■ Arrange and participate in interviews, focus groups and workshops.</li> <li>■ Help identify current systems for demonstrations and conduct demonstrations.</li> <li>■ Participate in current state validation workshop.</li> </ul> <p><b>Estimated Duration:</b></p> <ul style="list-style-type: none"> <li>■ 3-4 weeks</li> </ul>

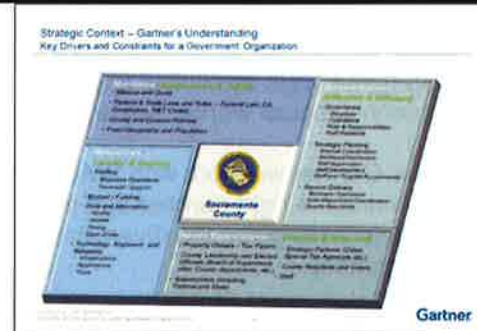
<b>Phase I. Assessment and Planning</b>	
<p>clinics, medical, public health and behavioral health clinics, mobile health clinics in PHPP, FHS home visits by clinical and other personnel, social worker home visits in AAS, etc.)</p> <p><b>Note:</b> Gartner will work with SMCHS to determine the right number and mix of site and field visits given the diversity of SMCHS' environment.</p> <ul style="list-style-type: none"> <li>■ Gartner will document SMCHS' current state based on these activities and conduct a validation workshop to confirm understanding.</li> </ul> <p><b>Gartner Work Product:</b></p> <ul style="list-style-type: none"> <li>■ Document Current State</li> </ul>	
<b>Step 3. Assess Current State</b>	
<p><b>Objective:</b></p> <ul style="list-style-type: none"> <li>■ Assess SMCHS' current state and ability to meet stakeholder needs.</li> </ul> <p><b>Activities performed by Gartner:</b></p> <ul style="list-style-type: none"> <li>■ Based on input from the document review, interviews, surveys, focus groups, workflows, and demonstrations, Gartner will assess SMCHS' current state and determine pain points and improvement opportunities across the business (i.e. business processes, organizational structure, technical architecture)</li> <li>■ In analyzing SMCHS' current state, Gartner will focus on the following key drivers and constraints: <ul style="list-style-type: none"> <li>□ Mandates: the laws, regulations, policies and goals that SMCHS must understand and fulfill.</li> <li>□ Resources: the staff, budget and technology resources that are available to SMCHS.</li> <li>□ Needs/Expectations: the non-mandated goals of various stakeholders (i.e. constituents, County leadership, staff, etc.) that SMCHS must meet.</li> <li>□ Administration: the desire to provide good service and proper governance to SMCHS' customers and constituents.</li> </ul> </li> <li>■ Gartner will develop a draft assessment of SMCHS' current state.</li> <li>■ Gartner will facilitate a workshop with SMCHS to review the draft current state assessment.</li> </ul>	<p><b>Key Assumptions</b></p> <ul style="list-style-type: none"> <li>■ The assessment of the current state will be conducted as the current state is being reviewed and documented</li> </ul> <p><b>SMCHS responsibilities:</b></p> <ul style="list-style-type: none"> <li>■ Participate in Current State Assessment review.</li> </ul> <p><b>Estimated Duration:</b></p> <ul style="list-style-type: none"> <li>■ 4-6 weeks</li> </ul> <p><b>Sample Current State Assessment:</b></p>

## Phase I. Assessment and Planning

- Gartner will refine the current state assessment based on the feedback received in the workshop.

### Gartner Work Product:

- Current State Assessment



Key Findings – Strengths – Issues and Opportunities

Area	Strengths	Issues/Opportunities
<b>Mandates</b>	1. The county government has been able to maintain a strong focus on its core mission and vision, which is reflected in its strategic planning process.	1. County has not fully utilized its resources to achieve its mission and vision.
<b>Financial &amp; Operational</b>	2. The county government has been able to maintain a strong focus on its core mission and vision, which is reflected in its strategic planning process.	2. Although there is a significant need for resources, the county has not fully utilized its resources to achieve its mission and vision.
<b>Human Resources</b>	3. The county government has been able to maintain a strong focus on its core mission and vision, which is reflected in its strategic planning process.	3. There is a need for more resources to achieve the county's mission and vision.
<b>Information Technology</b>	4. The county government has been able to maintain a strong focus on its core mission and vision, which is reflected in its strategic planning process.	4. There is a need for more resources to achieve the county's mission and vision.
<b>Community Relations</b>	5. The county government has been able to maintain a strong focus on its core mission and vision, which is reflected in its strategic planning process.	5. There is a need for more resources to achieve the county's mission and vision.

## Step 4. Develop and Document Future State Needs

### Objective:

- Determine the future state capabilities that SMCHS needs to meet its EHR vision

### Activities performed by Gartner:

- Gartner will conduct and facilitate 1-2 half day EHR Visioning Workshops with the business and technical workgroups (Combined workshops with all participants in each. Note: Gartner will work with SMCHS to determine the right participants for these initial high level visioning sessions) to define the EHR vision, objectives and imperatives. Discussion topics will include:
  - Guiding Principles for SMCHS EHR
  - What is the ultimate goal for the EHR Program and how is success defined and measured?
  - What are the business and clinical drivers and desired outcomes for an integrated health-system driven approach?
- Based on the discussions in the initial workshops, Gartner will create a Business Capabilities Model, leveraging our proprietary database of capabilities. Gartner will prepare a

### Key Assumptions

- These tasks can be done in conjunction with other current state assessment activities.

### SMCHS responsibilities:

- Participate in Future Business Capabilities Model workshops.

### Estimated Duration:

- 3-4 weeks

## Phase I. Assessment and Planning

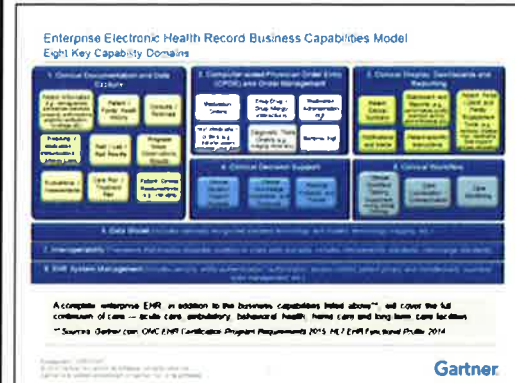
draft Future State Business Capabilities Model for workshop discussion.

- Gartner will facilitate another one half day workshop to discuss and refine the draft Business Capabilities Model with the same combined group of functional and technical working teams. During this workshop Gartner will facilitate the finalization of the Future State Business Capabilities Model.
  - During these discussions, needed future capabilities will be identified as they relate to the core EHR and related needs (FHS home visits, case management, public health needs outside of care delivery, etc.).
  - Current capabilities will then be mapped to the future capabilities.
  - The gap between current and future state capabilities is determined based on this mapping. The gap could include capabilities that SMCHS does not have at all, but it will also include current capabilities that need improvement to match the future state need.
- The Business Capabilities Model will also include an initial assessment of SMCHS' needs that can be met by a core EHR solution and what functionality might need to continue to be provided by additional systems (e.g. disease surveillance, public administrator/public guardian program, etc.) or connected to information contained in the SMCHS HIE.

### Gartner Work Product:

- Future State Business Capabilities Model

### Sample Business Capability Models:



## Step 5. Document Differentiating Future State Clinical and Business Workflows

### Objective:

- Document the differentiating Future State Clinical and Business Workflows for use in development of Use Cases and Requirements.

### Activities performed by Gartner:

- Based on the Business Capabilities Model, Gartner will develop a draft list of differentiating clinical and business workflows that would support the capabilities identified. Gartner will

### Key Assumptions

- The top EHR mega-suites (Epic, Cerner and a few others) can all perform most standard clinical and revenue cycle functions. Functional differences between different business solutions are best teased out by identifying County specific workflows that are highly complex and unique.
- No single EHR solution is likely capable of meeting all of SMHCS' needs out of the box. Documenting the workflows will assist

## Phase I. Assessment and Planning

validate and update these processes with the functional working groups. Gartner will work with SMCHS to determine the right composition and number of working groups. These workflows should represent differentiating/unique workflows to SMCHS' environment. This will be aligned with the needs and required capabilities identified in Step 4. Based on our current understanding, we anticipate 5 – 7 working groups including at a minimum San Mateo Medical Center and Clinics, Family Health Services, Correctional Health Services, Behavioral Health and Recovery Services, Aging and Adult Services, Emergency Medical Services and Public Health Policy and Planning.

- Gartner will conduct Future State Clinical and Business Workflow Workshops through a facilitated and interactive discussion format with Gartner's project team members.
  - Two half day workshops per workgroup to document the enterprise wide critical clinical and business process workflows. The focus will be to document the follow:
    - A high level description of the process
    - System interactions
  - The Goal of the Business Process Workshops is to collaboratively envision or re-envision how the processes and activities could occur through the inclusion of modern technology capabilities and any reasonable adjustments to existing procedures and policies tied to legacy systems and practices
- Based on the workshops, Gartner will develop draft differentiating Future-State Clinical and Business Workflows.
- Gartner will provide the draft workflows to the appropriate functional working group for review and refinement
- Gartner will finalize the workflows based on the feedback received.
- Gartner will combine the documented differentiating Future State Workflows with the Current State Assessment, Business Capabilities Model and Gap Analysis to produce an Assessment & Gap Analysis report.

### Gartner Deliverable(s):

- Assessment & Gap Analysis Report

in developing a Solution Strategy that allows SMCHS to achieve its vision using the best available technology solutions in the market place.

- An estimated number of 3 differentiating Workflows will be documented per working group, up to a total of 25 Workflows across all areas and working groups.
- There will be up to two workflow sessions per working group.
- Current workflows are likely to change with a new EHR solution.

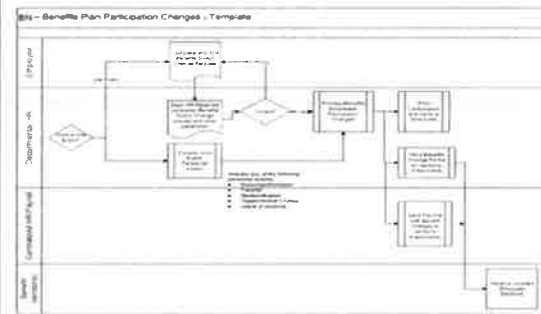
### SMCHS responsibilities:

- Participate in Future State Clinical and Business Workflow workshops
- Provide feedback on draft workflows

### Estimated Duration:

- 3-4 weeks

### Sample Workflow:



Phase I. Assessment and Planning	
Task 2. Develop EHR Strategy & Assess Readiness for Change	
<p><b>Objective:</b></p> <ul style="list-style-type: none"> <li>■ Understand the current vendor market and available solutions.</li> <li>■ Develop an EHR strategy which will provide a broad vision and direction for the SMCHS EHR.</li> <li>■ Determine what SMCHS needs to do to get ready and to enhance the likelihood of a successful procurement, a successful implementation, and successful operations of a unified EHR solution.</li> </ul> <p><b>Activities performed by Gartner:</b> Gartner will perform five steps to develop SMCHS' EHR Strategy and assess SMCHS' readiness for change.</p> <ul style="list-style-type: none"> <li>■ Step 1: Perform Vendor Market Scan to inform EHR Strategy and RFP process</li> <li>■ Step 2: Identify and Analyze Viable Scenarios for Future State Needs</li> <li>■ Step 3: Conduct Readiness Assessment (Optional)</li> <li>■ Step 4: Create and Document EHR Strategy</li> <li>■ Step 5: Develop Communication and Stakeholder Management Plan</li> </ul> <p>The detailed objectives, activities, assumptions, deliverables and timelines associated with each step are enumerated in subsequent rows.</p> <p><b>Gartner Deliverable(s):</b></p> <ul style="list-style-type: none"> <li>■ EHR Strategy</li> <li>■ Readiness Assessment</li> <li>■ Vendor Landscape Analysis</li> <li>■ High level communication plan</li> </ul>	<p><b>Key Assumptions</b></p> <ul style="list-style-type: none"> <li>■ SMCHS does not currently have an EHR strategy or readiness assessment. If there is already a strategy or assessment, it will be updated as needed.</li> </ul> <p><b>SMCHS responsibilities:</b></p> <ul style="list-style-type: none"> <li>■ Participate in meetings and workshops.</li> <li>■ Participate in development of the EHR Strategy, Readiness Assessment, and Communications Plan.</li> </ul> <p><b>Estimated Duration:</b></p> <ul style="list-style-type: none"> <li>■ 10-12 weeks</li> </ul>
Step 1. Perform Vendor Market Scan to Inform EHR Strategy and RFP Process	
<p><b>Objective:</b></p> <ul style="list-style-type: none"> <li>■ Provide SMCHS with information regarding the key players in the marketplace <ul style="list-style-type: none"> <li>□ Conduct due diligence to demonstrate product fit to future state needs</li> <li>□ Identify gaps in product suites or functionality</li> </ul> </li> </ul>	<p><b>Key Assumptions</b></p> <ul style="list-style-type: none"> <li>■ Gartner will leverage its vendor landscape knowledge developed during previous, similar projects.</li> <li>■ Gartner will assess up to 5 core EHR vendors. For SMCHS needs not typically covered by EHR vendors, Gartner will</li> </ul>



## Phase I. Assessment and Planning

- ❑ Identify ways to differentiate products that may not be part of standard needs

### Activities performed by Gartner:

- The Gartner team will use our knowledge of the industry and our research findings to identify a list of relevant vendors and products that could address the overall EHR requirements for SMCHS
- Gartner will develop an assessment framework to evaluate the fit of potential EHR solutions to meet SMCHS' needs
- We will gather information and analytics as required by:
  - ❑ Consulting with Gartner Research Analysts
  - ❑ Conducting primary and secondary research into Vendor and product offerings
- For each product to be assessed, we will identify strengths and weaknesses as they relate to meeting SMCHS' needs, including high level comparisons among the identified competitive EHR products and including high level estimates for:
  - ❑ Comparative times to acquire and implement
  - ❑ Comparative levels of SMCHS personnel resources for the EHR implementation
  - ❑ High level license and implementation costs
  - ❑ Ongoing maintenance and support costs
- Based on this analysis, the Gartner team will assess relevant vendors against the structured framework, and determine shortlists for software, services, and hosting providers and use to create a Vendor Landscape Analysis.
- Understanding of the vendor environment will inform the development of the EHR strategy and requirements.

### Gartner Deliverable(s):

- Vendor Landscape Analysis

provide a list of candidate vendors including a high level assessment of their fit for SMCHS, but not provide an assessment at the same level of detail as for the core EHR.

- These tasks can be done in conjunction with the current state assessment and gap analysis activities.

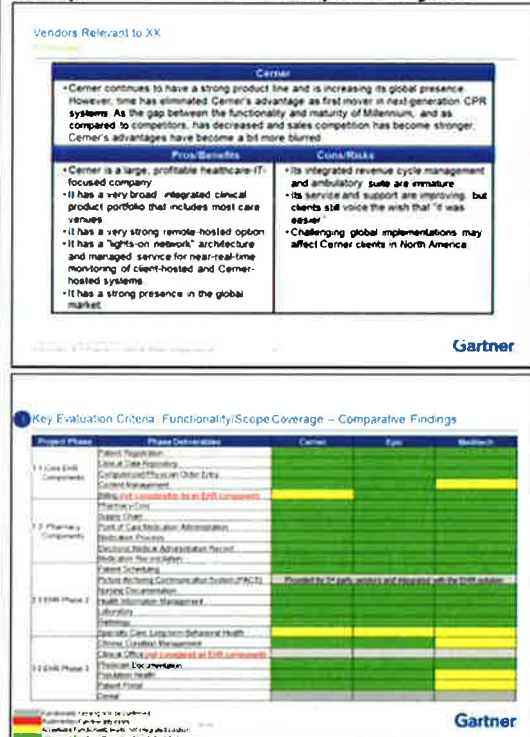
### SMCHS responsibilities:

- Review and approve assessment framework
- Attend workshops, review materials and provide feedback

### Estimated Duration:

- 2 months

### Sample Vendor Landscape Analysis:



## Step 2. Identify and Analyze Viable Strategic Alternatives

### Objective:

- Determine the appropriate strategic path based on analysis of available options.

### Key Assumptions



## Phase I. Assessment and Planning

### Activities performed by Gartner:

- Based on the input previously received, the Gartner team will document the high level components and modules required and their relative priority for SMCHS.
- Gartner, in conjunction with SMCHS, will identify strategic alternatives. Potential alternatives include:
  - Expand upon a current system to cover all of SMCHS' EHR needs
  - Collaborate with another County and adopt their EHR solution
  - Procure a Commercial Off-the-Shelf (COTS) System
- Gartner will develop an assessment framework to evaluate the fit of potential EHR strategies to meet SMCHS' needs based on the strategic imperatives and business capabilities model. Considerations will include:
  - Relative cost
  - Timing
  - Risk
  - Functionality
- For each strategy to be assessed, we will identify strengths and weaknesses as they relate to meeting SMCHS' needs based on the assessment framework.
- Gartner will develop a draft alternatives assessment and review it with the Steering Committee
- Gartner will refine and finalize the alternatives analysis based on feedback received from the Steering Committee

### Gartner Work Product:

- Alternatives Analysis

- The County is open to all viable alternatives and does not currently have a preference.

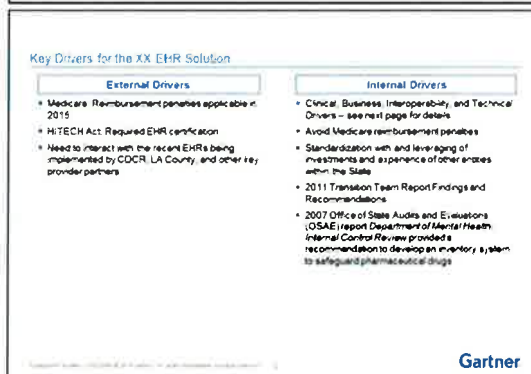
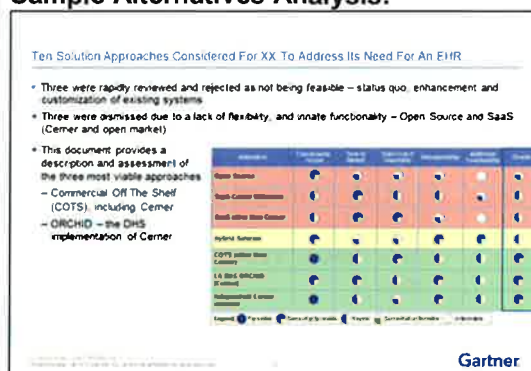
### SMCHS responsibilities:

- Assist to identify strategic alternatives.
- Participate in alternatives analysis workshop.

### Estimated Duration:

- 4-6 weeks

### Sample Alternatives Analysis:



## Step 3. Conduct Readiness Assessment

### Objective:

- Determine what SMCHS needs to do to get ready and to enhance the likelihood of a successful procurement, a successful implementation, and successful operations of a unified EHR solution.

### Key Assumptions

- No readiness assessment has been conducted for EHR.

### SMCHS responsibilities:

- Attend the Readiness Review Workshop

## Phase I. Assessment and Planning

- Identify pre-requisites, risks and barriers to implementing a unified EHR.

### Activities performed by Gartner:

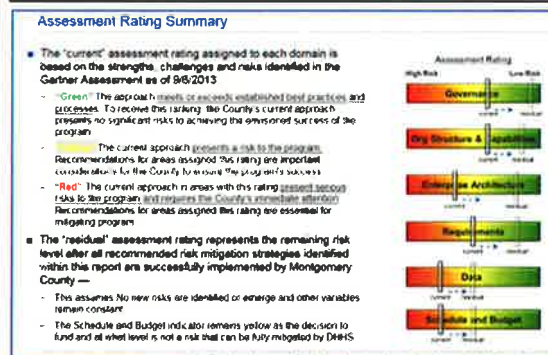
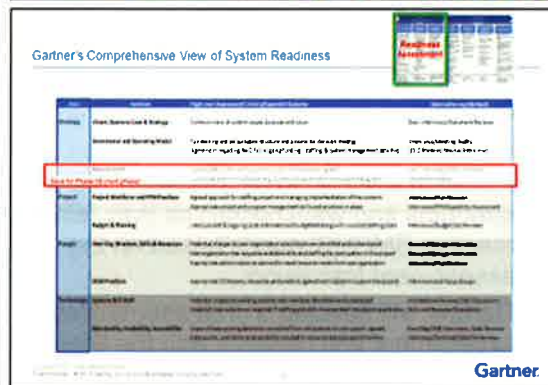
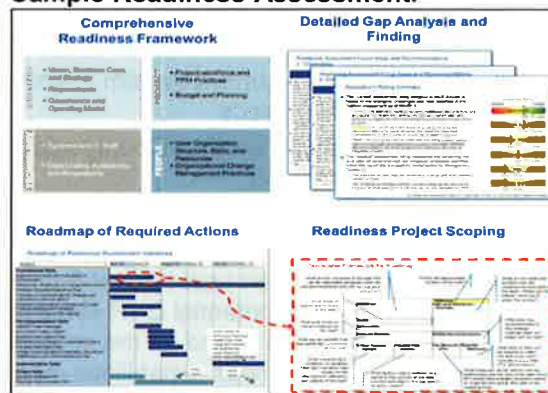
- Based on the input from the current state assessment and gap analysis, Gartner will evaluate SMCHS' readiness to implement an EHR in relation to established criteria. These criteria will be divided into two primary categories:
  - Technical/Application Prerequisites — the EHR cannot exist in isolation, but requires interaction with many other enterprise applications. The focus of the application review is on:
    - The impact on the legacy application infrastructure with which the EHR must interoperate,
    - Whether the foundational applications that are required are in place (e.g., Enterprise Master Person Index (EMPI), core feeder systems (e.g., Lab), CPOE, etc.)
  - Organization/Operational Prerequisites; for example:
    - Executive support, physician and clinician involvement, commitment to process change, etc.
    - Governance — Structure and process for EHR decision making and oversight.
    - Strategy — Alignment of an EHR strategy with business strategy.
    - Culture — The impact of the EHR on the organizational culture and impact of that culture on implementation and use of the EHR.
    - Organizational Change management — Issues related to the effects on established operations and personnel and changes required to achieve desired outcomes and benefits.
- Note:** this will include recommendations on how SMCHS can mitigate adoption and acclimatization risks through phasing/sequencing the solution roll-out.
- Performance improvement — Opportunities to improve operational performance and attain the associated and planned benefits.

- Review and provide feedback into the Readiness Review Report

### Estimated Duration:

- 4-6 weeks

### Sample Readiness Assessment:



<b>Phase I. Assessment and Planning</b>	
<ul style="list-style-type: none"> <li>■ Gartner will develop a set of recommendations to address any shortcomings in readiness identified in the readiness assessment</li> <li>■ Gartner will conduct a one-day workshop with the core SMCHS team to review the assessment of SMCHS readiness using the structured methodology and assessment criteria</li> </ul> <p><b>Gartner Deliverable(s):</b></p> <ul style="list-style-type: none"> <li>■ Readiness Assessment Report, including Action Plan and Roadmap</li> </ul>	
<b>Step 4. Create and Document EHR Strategy</b>	
<p><b>Objective:</b></p> <ul style="list-style-type: none"> <li>■ Develop guiding principles and strategic imperatives for EHR.</li> <li>■ Develop an EHR strategy which will provide a broad vision and direction for the SMCHS EHR.</li> <li>■ Ensure stakeholder agreement to the EHR Strategy.</li> </ul> <p><b>Activities performed by Gartner:</b></p> <ul style="list-style-type: none"> <li>■ Build out EHR Strategic Plan identified in alternatives analysis <ul style="list-style-type: none"> <li>□ Develop an overall document which describes the scope and strategy for: <ul style="list-style-type: none"> <li>– Scope Statement – a clear and agreed upon statement of the scope for the EHR implementation, including a common understanding of the core solution components and initial phasing</li> <li>– Core EHR components (e.g., inpatient, outpatient and custodial clinical systems for medical and behavioral health, ancillary department systems, mobile health applications, billing and patient account and practice management systems, Computerized Physician Order Entry (CPOE), Consumer Personal Health Record, etc.)</li> <li>– Related EHR components SMCHS desires to integrate (e.g. case management systems, field-based encounter documentation systems, public health and family health state reporting systems)</li> </ul> </li> </ul> </li> </ul>	<p><b>Key Assumptions</b></p> <ul style="list-style-type: none"> <li>■ SMCHS does not currently have an EHR strategy. If there is already a strategy in place, it will be refined and updated.</li> <li>■ SMCHS will communicate its EHR strategy to stakeholders in order to obtain stakeholder agreement.</li> </ul> <p><b>SMCHS responsibilities:</b></p> <ul style="list-style-type: none"> <li>■ Participate in meetings and workshops</li> <li>■ Provide facilities and logistics for workshops</li> </ul> <p><b>Estimated Duration:</b></p> <ul style="list-style-type: none"> <li>■ 3-4 weeks</li> </ul>

<b>Phase I. Assessment and Planning</b>	
<ul style="list-style-type: none"> <li>– Degree of coupling across the system (e.g., consolidated or linked clinical repository, standardized vocabularies, standardized clinical process)</li> <li>– Concept of operations (implementation approach, hosting and support approach, maintenance and enhancement approaches, etc.)</li> <li>– Information Management standards</li> <li>– Financing (shared or allocated costs, organizational resources)</li> <li>– Overall governance structure</li> </ul> <ul style="list-style-type: none"> <li>■ Conduct 1-2 half day EHR strategy workshops to refine and finalize the EHR Strategy</li> <li>■ Develop an EHR strategy presentation(s) to communicate the EHR strategy to the Steering Committee and stakeholders.</li> <li>■ Present the EHR strategy to the EHR Steering Committee and support SMCHS in up to four additional strategy presentations to SMCHS selected stakeholders.</li> <li>■ Make any necessary updates to the EHR strategy based on feedback received in the strategy presentations.</li> </ul> <p><b>Gartner Deliverable:</b></p> <ul style="list-style-type: none"> <li>■ EHR Strategy</li> </ul>	
<b>Step 5. <i>Develop Communication and Stakeholder Management Plan</i></b>	
<p><b>Objective:</b></p> <ul style="list-style-type: none"> <li>■ Determine a communication plan to properly prepare stakeholders for the changes and indicate activities and progress.</li> </ul> <p><b>Activities performed by Gartner:</b></p> <ul style="list-style-type: none"> <li>■ Gartner OCM methodology includes a multipronged approach that focuses on target audiences: <ul style="list-style-type: none"> <li>□ Leverage strategies – Utilize the support of early adopters to influence acceptance among the reluctant majority.</li> <li>□ Engagement strategies – Accelerate acceptance among the reluctant majority by helping them prepare for the effects of change.</li> <li>□ Containment strategies – Minimize the negative effects of resisters who, because of</li> </ul> </li> </ul>	<p><b>Key Assumptions</b></p> <ul style="list-style-type: none"> <li>■ SMCHS has a method for communicating with each of its stakeholders.</li> <li>■ These activities can be conducted in conjunction with other activities.</li> </ul> <p><b>SMCHS responsibilities:</b></p> <ul style="list-style-type: none"> <li>■ Assist in identifying internal and external stakeholder groups</li> <li>■ Participate in development of communications plan</li> </ul> <p><b>Estimated Duration:</b></p> <ul style="list-style-type: none"> <li>■ 3-4 weeks</li> </ul> <p><b>Sample High Level Communications Plan:</b></p>

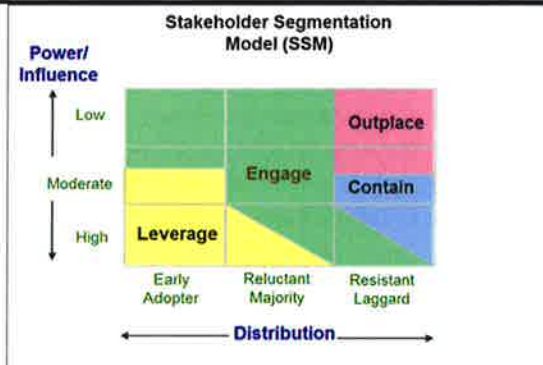
## Phase I. Assessment and Planning

their unique skills, still contribute in an important way.

- ❑ Outplacement strategies – Identify destructive behaviors and correct, contain or remove them early enough to prevent serious undermining of objectives.
- Gartner will conduct a full assessment of the impact on the full array of stakeholders.
  - ❑ Gartner is expert in understanding how new information systems will affect users and those who are expected to benefit from the changes and business process developments the system enables.
  - ❑ This would include both internal communications with SMCHS and also external communications about how the new EHR will support and inform the public and other stakeholders.
  - ❑ Any planning process for communications should be integrated with an overall work plan to ensure that communications and training efforts are synchronized with project implementation and development.
- Gartner's expertise in managing IT program and project developments will be informed by our recognition that the SMCHS' system development ambitions include mission critical and also politically sensitive business areas.
- Ensuring that advanced technology development becomes tomorrow's innovation and not today's negative headlines is one of Gartner's key points of focus for SMCHS.
- Gartner will package these considerations and discussions into a High Level Communications Plan

### Gartner Deliverable(s):

- High Level Communications Plan



## Task 3. Develop EHR Requirements

### Objective:

- Develop a set of detailed functional, technical and implementation requirements for inclusion in procurement and evaluation documents.

### Activities performed by Gartner:

Gartner will perform five steps to develop the EHR requirements.

### Key Assumptions

- Requirements will initially be made using industry standards and then supplemented by requirements to meet SMCHS specific scenarios.

### SMCHS responsibilities:

- Participate in requirements workshops.

<b>Phase I. Assessment and Planning</b>	
<ul style="list-style-type: none"> <li>■ Step 1: Compile Industry Best Practice Functional and Non-Functional Requirements</li> <li>■ Step 2: Develop use cases for differentiating clinical and business workflows</li> <li>■ Step 3: Develop SMCHS specific requirements for differentiating clinical and business use cases</li> <li>■ Step 4: Prioritize Requirements</li> <li>■ Step 5: Document Information Flows to other Systems</li> </ul> <p>The detailed objectives, activities, assumptions, deliverables and timelines associated with each step are enumerated in subsequent rows.</p> <p><b>Gartner Work Product:</b></p> <ul style="list-style-type: none"> <li>■ Use Cases for Differentiating Future Clinical and Business Workflows</li> </ul> <p><b>Gartner Deliverable(s):</b></p> <ul style="list-style-type: none"> <li>■ Master Set of Prioritized Requirements</li> <li>■ Information Management Plan</li> </ul>	<p><b>Estimated Duration:</b></p> <ul style="list-style-type: none"> <li>■ 2 months</li> </ul>
<p><b>Step 1. <i>Compile Industry Best Practice Functional and Non-Functional Requirements</i></b></p>	
<p><b>Objective:</b></p> <ul style="list-style-type: none"> <li>■ Leverage Gartner's knowledge of industry standards and requirements developed in other projects to create an initial base of Industry Best Practice requirements.</li> </ul> <p><b>Activities performed by Gartner:</b></p> <ul style="list-style-type: none"> <li>■ Gartner will use its proprietary repository of EHR functional and non-functional requirements to create a draft set of standard requirements. In addition to specific clinical EHR requirements, Gartner will also use its proprietary repository of public health and social services requirements to enhance the draft set of requirements. In doing this, Gartner will consider the following: <ul style="list-style-type: none"> <li>□ Industry standard requirements (e.g., CCHIT, MU standards, &amp; etc.)</li> <li>□ All State, federal, licensure and accreditation needs across all SMCHS divisions as well as requirements to benefit from current and upcoming incentive payments.</li> </ul> </li> </ul>	<p><b>Key Assumptions</b></p> <ul style="list-style-type: none"> <li>■ Any requirements that SMCHS previously developed will be provided to Gartner for incorporation at Gartner's discretion.</li> </ul> <p><b>SMCHS responsibilities:</b></p> <ul style="list-style-type: none"> <li>■ Participate in requirements and use case workshops.</li> <li>■ Provide any relevant SMCHS technical and implementation standards</li> </ul> <p><b>Estimated Duration:</b></p> <ul style="list-style-type: none"> <li>■ 2 weeks</li> </ul>



## Phase I. Assessment and Planning

- ❑ Any SMCHS technical and implementation standards
  - Gartner will gather these from SMCHS
- Gartner will review and refine the draft requirements with the appropriate working groups.

### Gartner Work Product:

- Standard Requirements

### Sample Requirements:

EHR Functional Requirements		
Category	Requirement #	
<b>Use Case Based Requirements</b>		
System	R-1	The system shall provide the functionality described within both the Requirements traceability document and the complete set of system Use Cases.
	R-2	The system shall contain the functionality necessary to add, remove, or modify existing benefits recorded in the system.
	R-3	The system shall contain the functionality necessary to process and record a change of employee benefits to Personal actions including, but not limited to: promotion/demotion, transfer, reclassification, organizational change, or a leave of absence.
	R-4	The system shall provide the functionality to record a reason code as to why a change has been made.
	R-5	The system shall track the date, time, and name of the person who processes a benefit-affecting work event or personnel action in the system.
	R-6	The system shall provide a confirmation notice to both Department staff as well as the Employee once a benefit change has been processed in the system.
	R-7	The system shall provide the functionality necessary for both printing and electronic transmission (Upstream) of the confirmation notice.
	R-8	The system shall provide the functionality for Central Employee Staff to generate and send a Flat File detailing benefit changes to external Vendors.
	R-9	The system shall have a Graphical User Interface or Front-end User Portal so that employees are able to enter the Benefits Status Change Request directly into the system, have it routed correctly, and returned by mail within the system.
	R-10	Optional: If the Benefits Status Change Request is completed within the system, the system shall provide the workflow functionality necessary for the Employee to be notified, the form routed appropriately, and the employee able to modify/correct the form and re-submit it to the appropriate recipient.

## Step 2. *Develop Use Cases for Differentiating Clinical and Business Workflows*

### Objective:

- Create use cases for previously documented differentiating future clinical and business workflows.

### Activities performed by Gartner:

- Gartner will validate that the previously documented differentiating future clinical and business workflows and the rationale for those workflows are still the appropriate differentiating/unique workflows to SMCHS' environment.
- For each of the differentiating workflows, Gartner will develop a draft use case to describe the user's interactions with the System.
- Gartner will then conduct Future State Use Case Workshops to refine the draft use cases. These will be a facilitated and interactive discussion format with Gartner's project team members. Participants will review and discuss each use case scenario, and actively contribute edits and additional content during the meetings. Gartner will capture all updates and outstanding open

### Key Assumptions

- Gartner will conduct up to eight full day use case workshops – directly aligning with the workflow workshops described above

### SMCHS responsibilities:

- Attend and participate actively in meetings, interviews and workshops
- Provide Future-State Use Case comments and feedback

### Estimated Duration:

- 4-6 weeks

## Phase I. Assessment and Planning

issues (e.g., policy issues, etc.) coming out of these discussions.

- ❑ The Goal of the Use Case Workshops is to accurately describe the future-state user experience through the inclusion of modern technology capabilities and any adjustments made to processes during the Future-State Business Process workshops.
- ❑ Use cases are descriptive of the “conversation” that takes place between a business user and their tools, technologies, and peers in a Digital Business era. The user typically indicates a selection or decision, and the modern “system” responds.
- ❑ Through detailing future-state system interactions in this manner, present day subject matter experts are more able to accurately describe their functional requirements.
- After each Future-State Use Case workshop, Gartner will make any updates identified in the working session and then provide draft versions of the Future-State Use Cases for distribution to workshop members who participated in the relevant Use Case workshop.
- Gartner will further refine the use cases based on any feedback received

### Gartner Work Product:

- Use Cases for Differentiating Future Clinical and Business Workflows

### Sample Use Case:



## Step 3. *Develop SMCHS specific requirements for differentiating clinical and business use cases*

### Objective:

- Create requirements based on the use cases for differentiating future clinical and business workflows.

### Activities performed by Gartner:

- Gartner will decompose each use case into its associated functional requirements.
  - ❑ Explicit requirements (i.e., the system shall...) are exposed through the use case process, however, Gartner's experience deriving functional requirements has shown that a second layer of implicit requirements

### Key Assumptions

- Gartner will conduct up to eleven requirements workshops – directly aligning with the use case and workflow workshops described above

### SMCHS responsibilities:

- Attend and participate actively in meetings, interviews and workshops
- Provide requirements comments and feedback

### Estimated Duration:



<b>Phase I. Assessment and Planning</b>	
<p>must also be pulled from “between-the-lines” of each use case and activity to fully describe the functionality needed by a new system.</p> <ul style="list-style-type: none"> <li>❑ Using a multi-level approach, Gartner will define requirements in the context of the SMCHS’ workflows to ensure thoroughness and promote traceability from the Requirement, back through the use case(s), to the identified critical workflows.</li> <li>■ Gartner will facilitate the workshops to review the Functional Requirements (drafted ahead of each workshop session). <ul style="list-style-type: none"> <li>❑ The Goal of the Requirement Workshops is to familiarize the SMEs with the requirements being drawn from the Use Cases, and gather an initial set of feedback.</li> <li>❑ Participants will review the requirements drawn from each differentiating Future-State Use Case, and actively contribute edits and additional content during the meetings. Gartner will capture all updates coming out of these discussions.</li> </ul> </li> <li>■ Gartner will make any updates identified in the Requirements Workshops and then provide draft versions of the Requirements for distribution to workshop members who participated in the relevant Use Case and Requirements workshops.</li> <li>■ Gartner will further refine and finalize the requirements based on the feedback received.</li> </ul> <p><b>Gartner Work Product:</b></p> <ul style="list-style-type: none"> <li>■ Requirements for differentiating workflows</li> </ul>	<ul style="list-style-type: none"> <li>■ 2 weeks</li> </ul>
<b>Step 4. Prioritize Requirements</b>	
<p><b>Objective:</b></p> <ul style="list-style-type: none"> <li>■ Organize requirements into the following categories: <ul style="list-style-type: none"> <li>❑ Most critical (“must do”)</li> <li>❑ Important (“should do”)</li> <li>❑ “nice to have” (“might do”)</li> </ul> </li> </ul> <p><b>Activities performed by Gartner:</b></p> <ul style="list-style-type: none"> <li>■ Once functional and non-functional requirements have been developed, Gartner will create a draft requirements criticality matrix for all</li> </ul>	<p><b>Key Assumptions</b></p> <ul style="list-style-type: none"> <li>■ None</li> </ul> <p><b>SMCHS responsibilities:</b></p> <ul style="list-style-type: none"> <li>■ Participate in requirements and use case workshops.</li> </ul> <p><b>Estimated Duration:</b></p> <ul style="list-style-type: none"> <li>■ 1 week</li> </ul>

## Phase I. Assessment and Planning

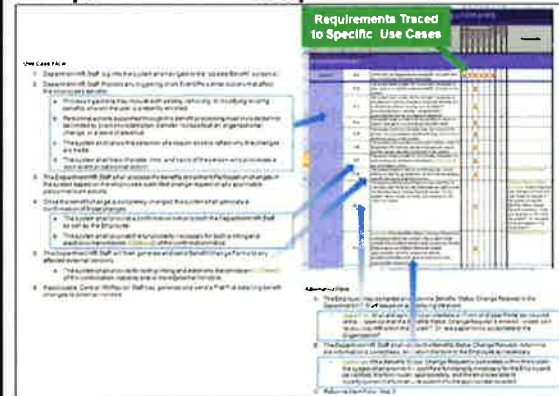
requirements. Requirements will be categorized as follows:

- ☐ Most critical ("must do")
- ☐ Important ("should do")
- ☐ "nice to have" ("might do")
- Gartner will conduct a series of workshops to review the draft requirements "criticality" matrix with the appropriate functional or technical working group.
- ☐ In these workshops, Gartner will additionally identify requirements are currently met by SMCHS' systems
- Gartner will refine and finalize the set of prioritized requirements.
- Gartner will create a requirements traceability matrix for inclusion into the RFP.

### Gartner Deliverable(s):

- Master Set of Prioritized Requirements

### Sample Prioritized Requirements:



## Step 5. Document Information Flows to other Systems

### Objective:

- Develop a plan for how the transition to an enterprise EHR platform will not disrupt the flow and management of information with external entities.

### Activities performed by Gartner:

- Gartner will gather pertinent documents to review information flow and integration with external services. Gartner will also conduct information management workshops to augment the understanding gained from the document review.
- ☐ Review will include an understanding of the plans for a new enterprise data warehouse and new Health Information Exchange (HIE)
- Gartner will create a high level mapping of the information flow to the various external systems and services.
- Based on our review, Gartner will develop a draft plan to ensure smooth flow of information into and out of a new enterprise EHR system. The plan will focus on data sharing and interoperability to review rework, over-processing or redundancies in a future system.
- Gartner will review and finalize the draft plan with the appropriate SMEs.

### Key Assumptions

- Documented plans are available for the future enterprise data warehouse and new HIE.
- This can be done in conjunction with other activities.

### SMCHS responsibilities:

- Provide relevant documentation
- Arrange and participate in workshops

### Estimated Duration:

- 3-4 weeks

Phase I. Assessment and Planning	
<b>Gartner Deliverable(s):</b> <ul style="list-style-type: none"> <li>■ Information Management Plan</li> <li>■ Visual map of current state and desired state information flows</li> </ul>	
<b>Task 4. Solution Strategy and Roadmap</b>	
<b>Objective:</b> <ul style="list-style-type: none"> <li>■ Develop an agreed upon approach to conducting a fully compliant, yet expedited effort to evaluate and decide on a preferred solution approach, vendor categories and optimal timeline.  <b>Note:</b> given the breadth of SMCHS' needs across all care domains and services provided, it may be possible that the Solution Strategy may include multiple vendors and/or procurement phases.</li> <li>■ Develop additional implementation plan documents including a preliminary implementation roadmap, financial model, decommissioning plan, etc. to plan a successful implementation.</li> </ul> <b>Activities performed by Gartner:</b> Gartner will perform four (4) high level steps to develop SMCHS' solution strategy and roadmap. <ul style="list-style-type: none"> <li>■ Step 1: Develop Procurement Approach/Plan for Hardware, Software &amp; Services</li> <li>■ Step 2: Create Preliminary Implementation, Phasing and Support Roadmap</li> <li>■ Step 3: Create Decommissioning Strategy and Roadmap for Current Systems, including data archiving approach/plan</li> <li>■ Step 4: Develop Financial Model, including budget and staffing estimates</li> <li>■ Step 5: Create Executive Report</li> </ul> The detailed objectives, activities, assumptions, deliverables and timelines associated with each step are enumerated in subsequent rows. <b>Gartner Deliverable(s):</b> <ul style="list-style-type: none"> <li>■ Acquisition plan/schedule</li> <li>■ Sequencing plan/schedule</li> <li>■ Budget Plan</li> <li>■ Staffing and Support Plan</li> <li>■ System Decommissioning Plans</li> </ul>	<b>Key Assumptions</b> <ul style="list-style-type: none"> <li>■ SMCHS is willing to consider all viable solution strategies.</li> </ul> <b>SMCHS responsibilities:</b> <ul style="list-style-type: none"> <li>■ Participate in all meetings, interviews, workshops, etc.</li> <li>■ Provide requested documentation and information.</li> </ul> <b>Estimated Duration:</b> <ul style="list-style-type: none"> <li>■ 8-10 weeks</li> </ul>

## Phase I. Assessment and Planning

### Step 1. *Develop Procurement Approach/Plan for Hardware, Software & Services*

#### Objective:

- Develop an agreed upon approach to conducting a fully compliant, yet expedited effort to evaluate and decide on a preferred solution, vendor and optimal timeline.

#### Activities performed by Gartner:

- Clearly identify what solution components need to be procured, e.g.:
  - Software
  - Network and Infrastructure
  - Implementation Services
  - Hosting services (on premise, SaaS, etc.)
  - Maintenance and operations support services
- Develop a set of alternatives and a framework for assessing those alternatives including:
  - What components should be bundled together and what should be acquired independently
  - What Procurement Vehicles are most appropriate, e.g.
    - Request for Information (RFI)
    - Request for Qualifications (RFQ)
    - Master Service Agreement/Contract
    - Single or Multiple Request for Proposal (RFP)
- Develop a high level procurement approach and plan, based on results of the alternatives analysis.
- Review and finalize the procurement approach and plan in a one-half day validation workshop
- Update procurement approach and plan based on feedback received.

#### Gartner Deliverable(s):

- Acquisition plan/schedule

#### Key Assumptions

- SMCHS prefers a hosted solution from the EHR vendor.

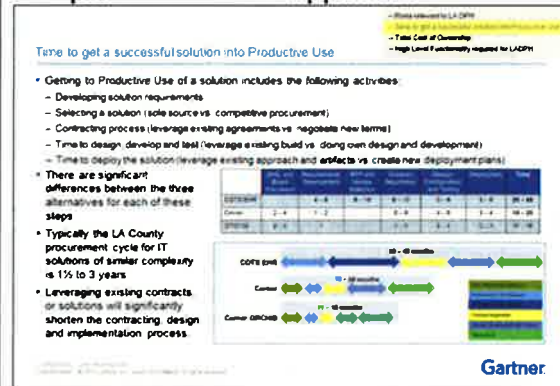
#### SMCHS responsibilities:


- Attend the Alternatives Analysis Workshops
- Review and provide feedback into the procurement approach

#### Estimated Duration:

- 1-2 weeks

#### Sample Procurement Approach:



Phase I. Assessment and Planning	
<p><b>Step 2. Create Preliminary Implementation, Phasing and Support Roadmap</b></p>	
<p><b>Objective:</b></p> <ul style="list-style-type: none"> <li>■ Develop a preliminary implementation roadmap that indicates the sequence of implementation events based on the procurement approach.</li> </ul> <p><b>Activities performed by Gartner:</b></p> <ul style="list-style-type: none"> <li>■ Develop a detailed implementation roadmap, based on selected procurement approach and aligned with key dependencies — time, cost, staffing and capabilities — focusing on both in- and out-sourcing alternatives — and the critical sequencing necessary</li> <li>■ Develop high level plan for the procurement(s) which identifies: <ul style="list-style-type: none"> <li>□ Key elements</li> <li>□ Tasks and timing</li> <li>□ Dependencies</li> </ul> </li> <li>■ Review and finalize the implementation roadmap in a one-half day validation workshop</li> <li>■ Prepare detailed implementation roadmap to achieve procurement strategy.</li> </ul> <p><b>Gartner Deliverable(s):</b></p> <ul style="list-style-type: none"> <li>■ Sequencing plan/schedule</li> </ul>	<p><b>Key Assumptions</b></p> <ul style="list-style-type: none"> <li>■ Implementation roadmap is preliminary and will change as implementation progresses.</li> </ul> <p><b>SMCHS responsibilities:</b></p> <ul style="list-style-type: none"> <li>■ Attend the roadmap review workshops</li> <li>■ Review and provide feedback into the implementation roadmap</li> </ul> <p><b>Estimated Duration:</b></p> <ul style="list-style-type: none"> <li>■ 1-2 weeks</li> </ul> <p><b>Sample Sequencing plan/schedule:</b></p>  <p>The Gartner team developed a five-year roadmap outlining the various tasks and timelines to implement the solution</p> <p>Gartner</p>
<p><b>Step 3. Create Decommissioning Roadmap for Current Systems</b></p>	
<p><b>Objective:</b></p> <ul style="list-style-type: none"> <li>■ Develop a plan for decommissioning current systems once a new EHR system is in place.</li> </ul> <p><b>Activities performed by Gartner:</b></p> <ul style="list-style-type: none"> <li>■ Gartner will review legacy systems, data, maintenance and support contracts, etc. This will be done through the following activities: <ul style="list-style-type: none"> <li>□ Request and review all pertinent documentation</li> <li>□ Conduct interviews and meetings to identify legacy systems, data, maintenance and support contracts, obstacles, and timing</li> </ul> </li> </ul>	<p><b>Key Assumptions</b></p> <ul style="list-style-type: none"> <li>■ Documentation regarding legacy systems is readily available.</li> <li>■ These activities can be done in conjunction with other planning activities.</li> </ul> <p><b>SMCHS responsibilities:</b></p> <ul style="list-style-type: none"> <li>■ Participate in interviews and review sessions</li> <li>■ Provide relevant documentation and information</li> </ul> <p><b>Estimated Duration:</b></p>

<b>Phase I. Assessment and Planning</b>	
<ul style="list-style-type: none"> <li>■ Gartner will work with the SMCHS SME's to determine which legacy system will be retained vs. retired. For retained systems, Gartner would outline- at a high level- how these systems will interface or integrate with the new EHR system. For systems to be retired, Gartner will identify high level timing/sequencing of the retirements and define a high level data archiving/conversion approach along with budgetary resource/costs estimates for the retirement/archiving effort.</li> <li>■ Gartner will create a draft approach for decommissioning legacy systems including a detailed Decommissioning Roadmap based on contracts, data dependencies, etc.</li> <li>■ Gartner will review the draft approach with appropriate SMCHS SMEs</li> <li>■ Gartner will refine and finalize the Decommissioning plan</li> </ul> <p><b>Gartner Deliverable(s):</b></p> <ul style="list-style-type: none"> <li>■ System Decommissioning Plan</li> </ul>	<ul style="list-style-type: none"> <li>■ 2-3 weeks</li> </ul>
<b>Step 4. <i>Develop Financial Model, including budget and staffing estimates</i></b>	
<p><b>Objective:</b></p> <ul style="list-style-type: none"> <li>■ Determine financial and staffing plans to estimate budget and staffing requirements during implementation.</li> </ul> <p><b>Activities performed by Gartner:</b></p> <ul style="list-style-type: none"> <li>■ Gartner will use the high level cost estimates developed in the EHR strategy alternatives analysis, as well as the implementation roadmap to estimate budget and staffing needs for the duration of the implementation.</li> <li>□ Budget will include spending forecasts for both the current platforms as well as the new EHR environment, phasing out the current costs as the new environment is phased in.</li> <li>□ Staffing estimate will include both staffing for the core project team as well as associated committees and teams (working groups, oversight committee, etc.).</li> <li>□ Gartner will also indicate where SMCHS should consider vendors for staff augmentation.</li> </ul>	<p><b>Key Assumptions</b></p> <ul style="list-style-type: none"> <li>■ These activities can be done in conjunction with other planning activities.</li> </ul> <p><b>SMCHS responsibilities:</b></p> <ul style="list-style-type: none"> <li>■ Provide financial and staffing information necessary to develop estimates</li> <li>■ Review and provide feedback on draft budget and staffing forecasts</li> </ul> <p><b>Estimated Duration:</b></p> <ul style="list-style-type: none"> <li>■ 3-4 weeks</li> </ul> <p><b>Sample Financial Models:</b></p>

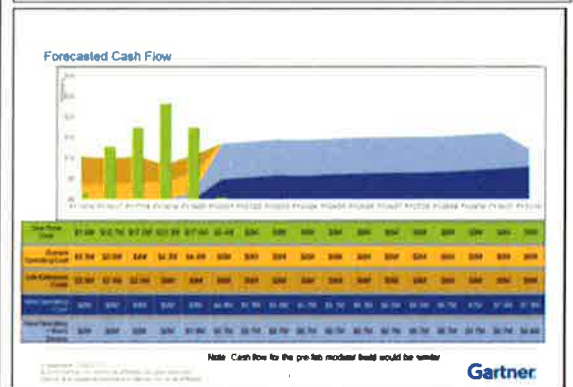
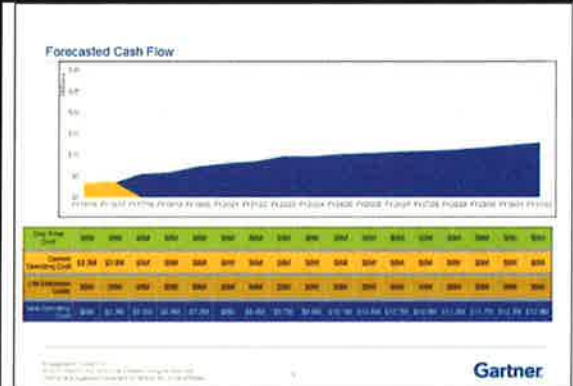


## Phase I. Assessment and Planning

- Gartner will develop a draft financial model with budget and staffing estimates by doing the following:
  - ❑ Gather relevant current cost and staffing information not previously gathered. This will likely include one to two interviews with key budget staff to understand how to appropriately estimate cost and staffing.
  - ❑ Validate estimates against our industry expertise and best practices to ensure they are inline.
- Gartner will conduct a review workshop to discuss and refine the financial model with SMCHS.
- Gartner will update the financial model based on feedback received in the review session.
- Gartner will produce an analysis that indicates the ROI benefit of the new EHR strategy and include it in the Budget Plan.

### Gartner Deliverable(s):

- Budget Plan
- Staffing and Support Plan



## Step 5. Create Executive Report

### Objective:

- Develop a report for the Board of Supervisors around the procurement and implementation plans including timeline, budget, staffing, etc.

### Activities performed by Gartner:

- Gartner will combine previously developed content into an executive report for the Board of Supervisors. Inputs will include:
  - ❑ EHR Strategy
  - ❑ Budget plan
  - ❑ Staffing and Support plan
  - ❑ Readiness Assessment
  - ❑ Acquisition plan/schedule
  - ❑ Sequencing plan/schedule
  - ❑ Vendor Landscape Analysis
- Gartner will produce an executive summary of these deliverables that provided a concise understanding of the business case, project goals, objectives, timeline and budget.

### Key Assumptions

- SMCHS will present an executive summary to the Board of Supervisors before proceeding with the procurement

### SMCHS responsibilities:

- Attend review workshop and provide feedback on executive summary
- Present executive summary to the Board

### Estimated Duration:

- 1-2 weeks

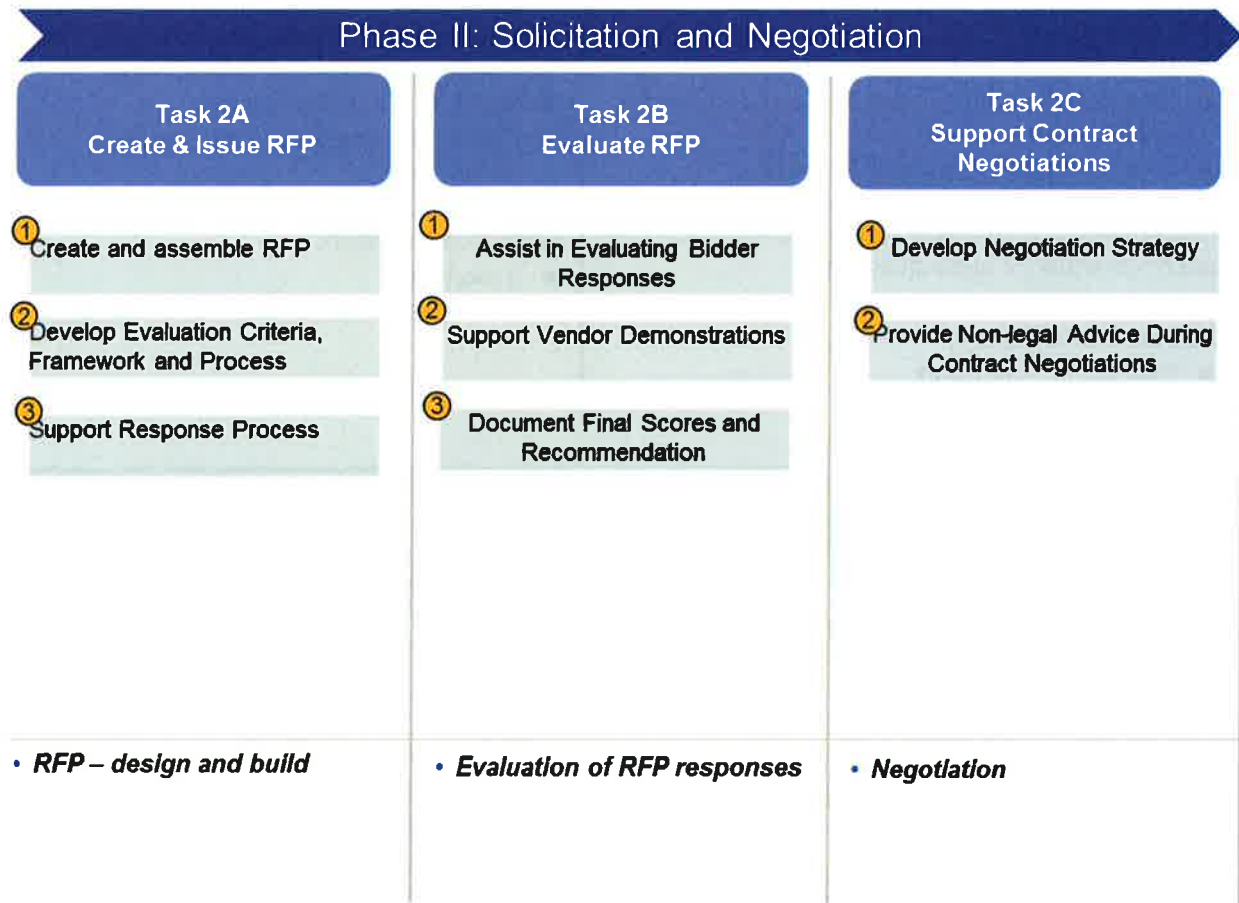
Phase I.      Assessment and Planning	
<ul style="list-style-type: none"> <li>■ Gartner will review the executive summary with the Steering Committee.</li> <li>■ Gartner will update the executive summary based on feedback received from the Steering Committee.</li> <li>■ The final Executive Report will consist of the summary with the other deliverables as appendices.</li> <li>■ Gartner will support SMCHS in presenting the executive summary to the Board of Supervisors.</li> </ul> <p><b>Gartner Work Product:</b></p> <ul style="list-style-type: none"> <li>■ Executive Report</li> </ul>	



## 1.4 Phase 2: Solicitation and Negotiation

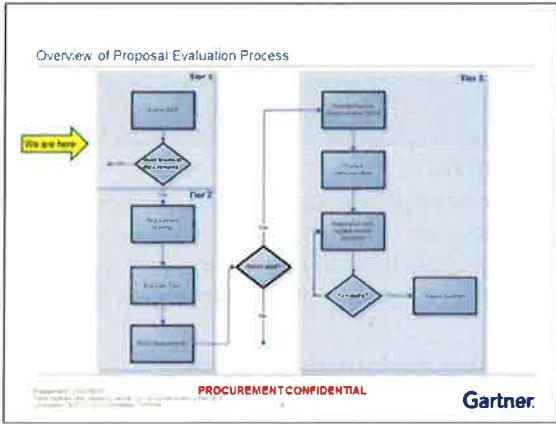
Gartner will follow the methodologies discussed above to assist San Mateo in procuring a new EHR system. The tasks and steps necessary to accomplish this are outlined in the figure below and detailed in the table.

**Figure 4. Overview of Phase II Approach**



Phase II. Solicitation and Negotiation	
Task 1. Create & Issue RFP	
<b>Objective:</b> <ul style="list-style-type: none"> <li>■ Develop relevant documents and framework to create a SMCHS Request for Proposal (RFP) for an Enterprise Electronic Health Record (EHR) to cover all SMCHS needs.</li> <li>■ Develop relevant documents to be used for the procurement of the preferred EHR vendor.</li> </ul>	<b>Key Assumptions</b> <ul style="list-style-type: none"> <li>■ SMCHS has standard RFP templates and processes negotiation</li> <li>■ There will be one RFP for the core EHR solution. Potential additional RFPs for EHR related functionality not covered by traditional EHR vendors are not in scope if they require separate procurements.</li> </ul>

<b>Phase II. Solicitation and Negotiation</b>	
<ul style="list-style-type: none"> <li>■ Conduct a transparent and defensible procurement process.</li> </ul> <p><b>Activities performed by Gartner:</b> Gartner will perform three high-level steps to create and issue the RFP.</p> <ul style="list-style-type: none"> <li>■ Step 1: Create and assemble RFP</li> <li>■ Step 2: Develop Evaluation Criteria, Framework and Process</li> <li>■ Step 3: Support Response Process</li> </ul> <p>The detailed objectives, activities, assumptions, deliverables and timelines associated with each step are enumerated in subsequent rows.</p> <p><b>Gartner Deliverable(s):</b></p> <ul style="list-style-type: none"> <li>■ Evaluation Framework</li> <li>■ RFP</li> </ul>	<p><b>SMCHS responsibilities:</b></p> <ul style="list-style-type: none"> <li>■ Provide RFP document framework</li> <li>■ Provide direction for information requirements</li> <li>■ Review and integrate information provided into the RFP documents as needed</li> <li>■ Issue RFP(s) to the market</li> <li>■ Prepare for and lead vendor briefing session(s)</li> </ul> <p><b>Estimated Duration:</b></p> <ul style="list-style-type: none"> <li>■ 3 months</li> </ul>
<b>Step 1. Create and assemble RFP</b>	
<p><b>Objective:</b></p> <ul style="list-style-type: none"> <li>■ Develop understanding of SMCHS' current state, pain points and improvement opportunities.</li> </ul> <p><b>Activities performed by Gartner:</b></p> <ul style="list-style-type: none"> <li>■ Gartner will support SMCHS to develop Requests for Proposals (RFPs) for up to three sets of products/services: <ul style="list-style-type: none"> <li>□ EHR Software</li> <li>□ Design/Development/Integration (DDI) Services</li> <li>□ Hosting Services</li> </ul> </li> <li>■ Gartner will provide content for the RFP document(s) (the actual RFP format and structure will be provided by SMCHS) which will include at least: <ul style="list-style-type: none"> <li>□ Background and Objectives</li> <li>□ Scope</li> <li>□ Technical Requirements</li> <li>□ Demonstration Scripts</li> <li>□ Statement of Work and Implementation requirements</li> <li>□ Service Level and Maintenance &amp; Operational requirements</li> <li>□ Cost response workbook</li> </ul> </li> </ul>	<p><b>Key Assumptions</b></p> <ul style="list-style-type: none"> <li>■ SMCHS has standard RFP templates.</li> <li>■ SMCHS reviews are done in a timeline manner.</li> </ul> <p><b>SMCHS responsibilities:</b></p> <ul style="list-style-type: none"> <li>■ Provide RFP document framework</li> <li>■ Provide direction for information requirements</li> <li>■ Review and integrate information provided into the RFP documents as needed</li> <li>■ Issue RFP(s) to the market</li> </ul> <p><b>Estimated Duration:</b></p> <ul style="list-style-type: none"> <li>■ 5-6 weeks</li> </ul>

Phase II. Solicitation and Negotiation	
<ul style="list-style-type: none"> <li><input type="checkbox"/> Attachments such as a Procurement Library and Terms and Conditions (T&amp;Cs)</li> <li>■ Gartner will review the draft sections (and the overall document) with the SMCHS project team, legal, procurement, and Steering Committee</li> <li>■ Gartner will update the document(s) to incorporate all input provided by SMCHS stakeholders</li> <li>■ Gartner will support SMCHS to release the RFP document(s)</li> </ul> <p><b>Gartner Deliverable(s):</b></p> <ul style="list-style-type: none"> <li>■ RFP</li> </ul>	
Step 2. <i>Develop Evaluation Criteria, Framework and Process</i>	<i>Assumptions and Client Responsibilities</i>
<p><b>Objective:</b></p> <ul style="list-style-type: none"> <li>■ Determine evaluation criteria and framework for evaluating vendor response.</li> <li>■ Form evaluation team.</li> </ul> <p><b>Activities performed by Gartner:</b></p> <ul style="list-style-type: none"> <li>■ Gartner will support SMCHS to develop evaluation frameworks for up to three sets of products/services: <ul style="list-style-type: none"> <li><input type="checkbox"/> EHR Software</li> <li><input type="checkbox"/> Design/Development/Integration (DDI) Services</li> <li><input type="checkbox"/> Hosting Services</li> </ul> </li> <li>■ Gartner will facilitate a series of workshops (up to five) to develop the evaluation framework for each product/service based on the level of detail required for SMCHS.</li> <li>■ Based on the workshops, Gartner will provide SMCHS with an evaluation presentation that describes both the evaluation process as well as the criteria and their weightings.</li> <li>■ Gartner will also assist SMCHS in determine the approach evaluation team by providing insight into best practices for team members and size.</li> <li>■ Gartner will develop and deliver materials to ensure fair, open and structured evaluation including: <ul style="list-style-type: none"> <li><input type="checkbox"/> Proposal Evaluation Tools</li> <li><input type="checkbox"/> Reference questionnaires and templates</li> <li><input type="checkbox"/> Scoring sheets</li> </ul> </li> </ul>	<p><b>Key Assumptions</b></p> <ul style="list-style-type: none"> <li>■ These tasks can be done in conjunction with the RFP development</li> </ul> <p><b>SMCHS responsibilities:</b></p> <ul style="list-style-type: none"> <li>■ Identify and assign members of the Evaluation Team</li> <li>■ Participate in evaluation framework workshops</li> </ul> <p><b>Estimated Duration:</b></p> <ul style="list-style-type: none"> <li>■ 5-6 weeks</li> </ul> <p><b>Sample Evaluation Criteria:</b></p>  <p>The flowchart illustrates the proposal evaluation process. It begins with 'Proposal Receipt' and 'Proposal Opening'. A decision point 'Go to next step' leads to 'Proposal Evaluation'. This step involves 'Proposal Evaluation' and 'Proposal Selection'. Another decision point 'Go to next step' leads to 'Proposal Selection'. The process concludes with 'Proposal Selection' and 'Proposal Award'.</p> <p><small>Procurement Confidential</small></p> <p><b>Gartner</b></p>

<p><b>Phase II. Solicitation and Negotiation</b></p>
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- We will provide training to the evaluation team on how to use these tools to conduct a rigorous, disciplined, and defensible evaluation process.

**Gartner Deliverable:**

- ## ■ Evaluation Framework

Criteria	Weight	Sub-Criteria	Weight	Comments
Business	20%	Location	10%	Cost Reduction (Is this center point a high-potential location?)
		Infrastructure	10%	How extensive the health center is placed for applications, area and patient resources
		Service Area	10%	How close to the center is service and delivery points for the year 2015? (2017?)
		Operations	10%	What are the staffing issues (patient appointments and service delivery management)?
		Resource Needs	10%	What are the available services of available human?
		Justification (Demand)	10%	What is the sustainability of the population demand?
Financial	20%	Other Factors	20%	What are the additional services of the center and its potential (the space)?
		Physical Design	10%	What are the available services of the center and its potential (the space)?
		Investment Analysis	10%	What are the available services of the center and its potential (the space)?
		Other Factors	10%	Are there any other services that are available at the site?
		Cost-Effectiveness	10%	What is the sustainability of the center (service point) to the center?
		Agreement to Current Policy	10%	What are the requirements for the center of the center (service point) to the center?
Operational	20%	Staff	10%	What are the requirements for the center of the center (service point) to the center?
		Space	10%	What are the requirements for the center of the center (service point) to the center?
		Equipment	10%	What are the requirements for the center of the center (service point) to the center?
Cost	20%	Site/Location Planning Cost	10%	What are the requirements for the center of the center (service point) to the center?
		Land/Build & Fit Cost	10%	What are the requirements for the center of the center (service point) to the center?
		Operating Cost	10%	What are the requirements for the center of the center (service point) to the center?

### Step 3. *Support Response Process*

### **Assumptions and Client Responsibilities**

**Objective:**

- Provide support to SMCHS during the RFP response time, especially for the bidder conference and question responses.

**Activities performed by Gartner:**

- Gartner will support SMCHS to prepare for and conduct vendor briefing session(s)
- Gartner will support SMCHS in responding to questions regarding the RFP while it is release.
- We will also provide support for additional issues that may arise regarding the RFP during the response time.

**Gartner Work Product:**

- ## ■ Question Answers

### Key Assumptions

- SMCHS will conduct a vendor briefing session(s).

**SMCHS responsibilities:**

- Prepare for and lead vendor briefing session(s)
- Respond to questions

**Estimated Duration:**

- 5-6 weeks

### Task 2. Evaluate RFP

**Objective:**

- Select the best value vendor(s) and service(s) using an open and transparent process which complies with all regulations and guidelines and yields the best possible approach for SMCHS

**Activities performed by Gartner:**

Gartner will perform three (3) high level steps to evaluate the vendor responses.

- Step 1: Assist in Evaluating Bidder Responses
- Step 2: Support Vendor Demonstrations

### Key Assumptions

- Gartner will only provide facilitation and advisory services to the evaluation process for up to three proposals.
- SMCHS will lead vendor interactions.

**SMCHS responsibilities:**

- Read, evaluate, and score vendor responses
- Participate in development and presentation of the Evaluation and Recommendations report

Phase II. Solicitation and Negotiation	
<ul style="list-style-type: none"> <li>■ Step 3: Document Final Scores and Recommendation</li> </ul> <p>The detailed objectives, activities, assumptions, deliverables and timelines associated with each step are enumerated in subsequent rows.</p> <p><b>Gartner Deliverable(s):</b></p> <ul style="list-style-type: none"> <li>■ Demonstration Scripts</li> <li>■ Evaluation of RFP responses</li> </ul>	<ul style="list-style-type: none"> <li>■ Provide sponsorship in the request to the vendors for demonstrations of their products.</li> <li>■ Attend the demonstrations and actively record impressions, and evaluation scores</li> </ul> <p><b>Estimated Duration:</b></p> <ul style="list-style-type: none"> <li>■ 2 months</li> </ul>
<b>Step 1. Assist in Evaluating Responses</b>	<b>Assumptions and Client Responsibilities</b>
<p><b>Objective:</b></p> <ul style="list-style-type: none"> <li>■ Conduct evaluation of vendor responses.</li> </ul> <p><b>Activities performed by Gartner:</b></p> <ul style="list-style-type: none"> <li>■ Gartner will assist SMCHS to appropriately align vendor product suite to SMCHS current and future needs</li> <li>■ Gartner will provide support to the evaluation teams as they conduct their evaluations, including (but not limited to) such items as: <ul style="list-style-type: none"> <li>□ Aggregating Evaluation Team scores</li> <li>□ Supporting the review of Proposer responses to mandatory requirements</li> <li>□ Advising on interpretation of vendor responses</li> <li>□ Articulating clarifications required from vendors</li> <li>□ Aggregating scores</li> <li>□ Facilitating evaluation workshops for the Evaluation Teams</li> </ul> </li> <li>■ Based on the response evaluations, a select set of vendors will be selected for system demonstrations.</li> </ul> <p><b>Gartner Work Product:</b></p> <ul style="list-style-type: none"> <li>■ Support Evaluation of Responses</li> </ul>	<p><b>Key Assumptions</b></p> <ul style="list-style-type: none"> <li>■ Gartner will only provide facilitation and advisory services to the evaluation process.</li> </ul> <p><b>SMCHS responsibilities:</b></p> <ul style="list-style-type: none"> <li>■ Participate in training and overview sessions</li> <li>■ Read, evaluate, and score vendor responses</li> <li>■ Actively participate in the Evaluation workshop(s) and provide feedback as to impressions, gaps, evaluation, and stack ranking</li> <li>■ Participate in development and presentation of the Evaluation and Recommendations report</li> </ul> <p><b>Estimated Duration:</b></p> <ul style="list-style-type: none"> <li>■ 3-4 weeks</li> </ul> <p><b>Sample Bidder Evaluation:</b></p> <div> <p>The screenshot shows a table titled 'Evaluation Results' with columns for 'Scoring Categories', 'Weights for each Sub-Category as stated in RFP', 'Actual Global Scores', and 'Points Available'. It lists scores for various categories like 'Proposer Experience', 'Program Expertise', 'Self-Qualifying', 'Technical', 'Business', 'Staffing', and 'Total Bidder Score' for two vendors, Vendor A and Vendor B.</p> </div>

<b>Phase II. Solicitation and Negotiation</b>	
<b>Step 2. Support Vendor Demonstrations</b>	<b>Assumptions and Client Responsibilities</b>
<p><b>Objective:</b></p> <ul style="list-style-type: none"> <li>■ See and evaluation the actual vendor systems.</li> </ul> <p><b>Activities performed by Gartner:</b></p> <ul style="list-style-type: none"> <li>■ In addition to paper based review and scoring, Gartner will support on-site vendor meetings which include demonstration scripts, general presentation, and question and answer sessions (as appropriate and necessary)</li> <li>■ Gartner will develop a set of vendor demonstration scripts</li> <li>■ These will include structured demonstrations using the demonstration scripts developed in the prior step</li> </ul> <p><b>Gartner Deliverable:</b></p> <ul style="list-style-type: none"> <li>■ Demonstration Scripts</li> </ul>	<p><b>Key Assumptions</b></p> <ul style="list-style-type: none"> <li>■ Demonstrations will only be done for a select set of vendors.</li> </ul> <p><b>SMCHS responsibilities:</b></p> <ul style="list-style-type: none"> <li>■ Provide sponsorship in the request to the vendors for demonstrations of their products.</li> <li>■ Review draft vendor demonstration scripts</li> <li>■ Arrange for demonstration logistics and provide technical and other facilities necessary</li> <li>■ Attend the demonstrations and actively record impressions, and evaluation scores.</li> </ul> <p><b>Estimated Duration:</b></p> <ul style="list-style-type: none"> <li>■ 3-4 weeks</li> </ul>
<b>Step 3. Document Final Scores and Recommendation</b>	<b>Assumptions and Client Responsibilities</b>
<p><b>Objective:</b></p> <ul style="list-style-type: none"> <li>■ Arrive at a decision on the best-value vendor proposal with whom SMCHS will enter into negotiations</li> </ul> <p><b>Activities performed by Gartner:</b></p> <ul style="list-style-type: none"> <li>■ Based on the vendor evaluation decisions, Gartner will develop a draft report which describes the process undertaken, the evaluation outcomes, and the vendors and products recommended by the evaluation teams</li> <li>■ Gartner will review the draft with the evaluation team</li> <li>■ Gartner will update the report based on the feedback received in the review session.</li> <li>■ Gartner will assist SMCHS in presenting the report to the Board of Supervisors for final approval</li> </ul> <p><b>Gartner Deliverable(s):</b></p> <ul style="list-style-type: none"> <li>■ Evaluation of RFP responses</li> </ul>	<p><b>Key Assumptions</b></p> <ul style="list-style-type: none"> <li>■ SMCHS will present their evaluation and recommendation to the Chief of the Health System for approval to enter into negotiations</li> </ul> <p><b>SMCHS responsibilities:</b></p> <ul style="list-style-type: none"> <li>■ Participate in report review</li> <li>■ Present report to Chief of the Health System</li> </ul> <p><b>Estimated Duration:</b></p> <ul style="list-style-type: none"> <li>■ 1-2 weeks</li> </ul>

Phase II. Solicitation and Negotiation	
Task 3. Support Contract Negotiations	
<p><b>Objective:</b></p> <ul style="list-style-type: none"> <li>■ Come to negotiated agreement with vendors to complete the acquisition process</li> </ul> <p><b>Activities performed by Gartner:</b> Gartner will perform two high level steps to support SMCHS' contract negotiations.</p> <ul style="list-style-type: none"> <li>■ Step 1: Develop Negotiation Strategy</li> <li>■ Step 2: Provide Non-legal Advice During Contract Negotiations</li> </ul> <p>The detailed objectives, activities, assumptions, deliverables and timelines associated with each step are enumerated in subsequent rows.</p> <p><b>Gartner Deliverable(s):</b></p> <ul style="list-style-type: none"> <li>■ Negotiation Strategy</li> <li>■ Negotiation</li> </ul>	<p><b>Key Assumptions</b></p> <ul style="list-style-type: none"> <li>■ Gartner is not an attorney and cannot provide legal advice</li> </ul> <p><b>SMCHS responsibilities:</b></p> <ul style="list-style-type: none"> <li>■ Lead Negotiation process and negotiation sessions</li> <li>■ Direct Gartner reviews and participation in negotiation process</li> </ul> <p><b>Estimated Duration:</b></p> <ul style="list-style-type: none"> <li>■ 3 months</li> </ul>
Step 1. Develop Negotiation Strategy	Assumptions and Client Responsibilities
<p><b>Objective:</b></p> <ul style="list-style-type: none"> <li>■ Determine a strategy for negotiation prior to engaging the vendor.</li> </ul> <p><b>Activities performed by Gartner:</b></p> <ul style="list-style-type: none"> <li>■ Develop a draft negotiation strategy, including: <ul style="list-style-type: none"> <li>□ High-level approach</li> <li>□ Negotiation objectives/desirables</li> <li>□ Negotiations Governance Model</li> <li>□ Role, responsibilities and decision authority</li> <li>□ Risks around terms, conditions and service-level agreements</li> <li>□ Specific negotiation positions</li> <li>□ Execution Plan (tasks, resources, dependencies, escalation plan)</li> <li>□ Negotiation Guidelines</li> </ul> </li> <li>■ Conduct a workshop with the negotiation team to review the strategy.</li> <li>■ Update the negotiation strategy based on feedback received.</li> </ul> <p><b>Gartner Deliverable:</b></p>	<p><b>Key Assumptions</b></p> <ul style="list-style-type: none"> <li>■ SMCHS will lead the contract negotiations.</li> </ul> <p><b>SMCHS responsibilities:</b></p> <ul style="list-style-type: none"> <li>■ Participate in negotiation strategy workshop and provide feedback</li> </ul> <p><b>Estimated Duration:</b></p> <ul style="list-style-type: none"> <li>■ 1-2 weeks</li> </ul>



Phase II. Solicitation and Negotiation	
■ Negotiation Strategy	
<b>Step 2. <i>Provide Non-legal Advice During Contract Negotiations</i></b>	<b><i>Assumptions and Client Responsibilities</i></b>
<p><b>Objective:</b></p> <ul style="list-style-type: none"> <li>■ Develop understanding of SMCHS' current state, pain points and improvement opportunities.</li> </ul> <p><b>Activities performed by Gartner:</b></p> <ul style="list-style-type: none"> <li>■ Gartner will assist the SMCHS negotiation team through such activities as: <ul style="list-style-type: none"> <li>□ Facilitating discussions and evaluations of vendor proposals and provisions</li> <li>□ Reviewing terms and conditions to highlight any potential technical, organizational, or financial risks</li> <li>□ provide subject matter expertise to address any technical or business issues during the negotiations</li> </ul> </li> <li>■ Gartner provides this service through document review and feedback, planned and ad hoc meetings with the SMCHS project team and legal representative, by helping to structure negotiation sessions, and by attending and providing input at negotiation sessions (at SMCHS' request)</li> </ul> <p><b>Gartner Deliverable(s):</b></p> <ul style="list-style-type: none"> <li>■ N/A</li> </ul>	<p><b>Key Assumptions</b></p> <ul style="list-style-type: none"> <li>■ Gartner is not an attorney and cannot provide legal advice</li> <li>■ SMCHS will lead the contract negotiations and will directly face off with the vendor negotiating team.</li> <li>■ Gartner support during the negotiation may be delivered remotely with Gartner resources on site only when specifically needed.</li> </ul> <p><b>SMCHS responsibilities:</b></p> <ul style="list-style-type: none"> <li>■ Lead Negotiation process and negotiation sessions</li> <li>■ Direct Gartner reviews and participation in negotiation process</li> </ul> <p><b>Estimated Duration:</b></p> <ul style="list-style-type: none"> <li>■ 12-14 weeks</li> </ul>



## 1.5 Deliverables

### 1.5.1 Summary of Deliverables

Table 1. Summary of Deliverables

Phase	Deliverable	High Level Description
Phase 1	Task 1: Assess Current State & Future Needs	1. <i>Project Kickoff/Plan</i> 2. <i>Assessment &amp; Gap Analysis</i>
	Task 2: Develop EHR Strategy & Assess Readiness	3. <i>EHR Strategy</i> 4. <i>Readiness Assessment</i> 5. <i>Vendor Landscape Analysis</i> 6. <i>High level communication plan</i>
	Task 3: Develop EHR Requirements	7. <i>Master Set of Prioritized Requirements</i> 8. <i>Information Management Plan</i>
	Task 4: Develop Solution Strategy and Roadmap	9. <i>Acquisition plan/schedule</i> 10. <i>Sequencing plan/schedule</i> 11. <i>System Decommissioning Plans</i> 12. <i>Budget Plan</i> 13. <i>Staffing and Support Plan</i>
Phase 2	Task 1: Create & Issue RFP	14. <i>Evaluation Framework</i> 15. <i>RFP – design and build</i>
	Task 2: Evaluate RFP	16. <i>Demonstration Scripts</i> 17. <i>Evaluation of RFP responses</i>
	Task 3: Support Contract Negotiations	18. <i>Negotiation Strategy</i> 19. <i>Negotiation Support</i>

## 1.5.2 Deliverable Description

Deliverable	High Level Description	Sample Table of Content
1. Project Kickoff/Plan	<p>This deliverable includes a project kickoff deck and detailed project plan. These will be developed based on the agreed to Statement of Work as well as discussions in three (3) pre-kickoff planning calls with the County project manager to discuss participants, content and logistics of the kick-off meeting. The project kickoff deck will be presented during the project kickoff. It will provide kickoff participants with an understanding of the overall project, including the objectives, scope, schedule, milestones, roles, responsibilities and required resources.</p> <p>The project plan will be a detailed project schedule.</p>	<p>Project Kickoff Deck:</p> <ul style="list-style-type: none"> <li>• Background</li> <li>• Project Objective and Scope</li> <li>• Methodology and Project Task Descriptions</li> <li>• Project Schedule</li> <li>• Project Team</li> </ul> <p>The project kickoff deck will be a 10-15 slide PowerPoint deck.</p> <p>The Project Plan will be a project schedule in MS Project.</p>
2. Assessment & Gap Analysis	<p>This deliverable will provide a summary of Gartner's understanding of the County's current and future state needs based on a detailed review of the County's current environment, discussions with the County regarding their future state vision, and an understanding of the County's differentiating workflows.</p> <p>The review of the County's current environment will include the following activities:</p> <ul style="list-style-type: none"> <li>• A detailed review of the County's documentation</li> <li>• Up to forty-five (45) stakeholder interviews (either group or individual)</li> <li>• Up to five (5) focus group discussions</li> <li>• One (1) user satisfaction survey</li> <li>• Up to fifteen (15) high level system demonstrations / walk-throughs</li> <li>• Up to eleven (11) Site visits</li> </ul> <p>The development of the County's future state vision will be based on the following activities:</p> <ul style="list-style-type: none"> <li>• Up to two (2) half day visioning workshops</li> <li>• One (1) half day follow up workshop to discussion the draft Business Capability Model</li> </ul>	<ul style="list-style-type: none"> <li>• Current State Assessment <ul style="list-style-type: none"> <li>○ Overview of Current Environment</li> <li>○ Strengths</li> <li>○ Pain Points / Improvement Opportunities</li> </ul> </li> <li>• Future State Needs <ul style="list-style-type: none"> <li>○ Vision</li> <li>○ Future State Business Capability Model</li> <li>○ Gaps between current and future state capabilities</li> <li>○ High Level description of Future State for Differentiating Workflows</li> </ul> </li> </ul> <p>The Assessment &amp; Gap Analysis will be a 40-50 page Word document that will be summarized into a 10-15 slide PowerPoint deck.</p>

	<p>The documentation of the County's differentiating workflows will be based on information gathered during two (2) half day workshops. These workshops will focus on identifying and documenting the future state process for differentiating workflows, including a high level description of the process and system interactions.</p>	
<b>3. EHR Strategy</b>	<p>This deliverable will provide a strategic plan for the acquisition of an Enterprise EHR solution. Gartner will use with the vendor landscape analysis to inform an alternatives analysis of the available strategic options (e.g. expand on current systems, adopt a neighboring County system, vendor procurement, etc.). This alternatives analysis will lead to the selection of a strategy and build out of a high level strategic plan.</p> <p>Gartner will develop an initial list of strategic alternatives and set of evaluation criteria for review with key County stakeholders in one (1) validation workshop. Once the alternatives and criteria are set, Gartner will draft alternatives analysis and conduct one (1) workshop to review, revision and validate the analysis.</p> <p>Finally, Gartner will build out a draft high level strategic plan to review with key County stakeholder in two (2) half day workshops.</p>	<ul style="list-style-type: none"> <li>• Guiding Principles</li> <li>• Strategic Imperatives</li> <li>• EHR Vision</li> <li>• Strategy Recommendation</li> <li>• Appendix: Alternatives Analysis <ul style="list-style-type: none"> <li>○ Available Strategic Alternatives</li> <li>○ Analysis Criteria</li> <li>○ Assessment of Alternatives against criteria</li> </ul> </li> </ul> <p>The EHR Strategy (excluding the alternatives analysis) will be a 5-10 slide PowerPoint deck.</p>
<b>4. Readiness Assessment</b>	<p>This deliverable will provide an assessment of the County's readiness for procurement, implementation and adoption of an Enterprise EHR solution. Gartner will develop a customized readiness evaluation framework based on Gartner's standard criteria for evaluating enterprise EHR procurement and implementation readiness. These criteria will be augmented with any County specific needs. We will use the information gathered during the current environment review activities to assess the County's readiness against the evaluation framework. Gartner will develop a set of recommendations to address any shortcomings in readiness identified. We will then conduct a one (1) day workshop with key County stakeholders to review, revise and validate the County's readiness.</p>	<ul style="list-style-type: none"> <li>• Background and Context</li> <li>• Overview of Readiness Areas</li> <li>• Assessment of Readiness per Area</li> <li>• Summary of Findings and Recommendations</li> </ul> <p>The Readiness Assessment will be a 50-60 slide PowerPoint deck.</p>
<b>5. Vendor Landscape Analysis</b>	<p>This deliverable will provide an overview of the available EHR vendors and analysis of their ability to meet San Mateo's future state needs. The analysis will include the development of a list of relevant vendors and products (including the economies of scales of products that San Mateo currently owns), an overview of each identified product, and an analysis based on San Mateo's unique environment and needs.</p> <p>Gartner will develop a draft list of relevant vendors / products based on our knowledge of the industry. We will also develop a customized evaluation</p>	<ul style="list-style-type: none"> <li>• Objectives and Approach</li> <li>• Market Trends and Directions <ul style="list-style-type: none"> <li>○ Current Evolution of EHR platforms, applications and systems, etc.</li> <li>○ General Landscape</li> </ul> </li> <li>• Vendor Assessment</li> </ul>

	<p>framework based on Gartner's standard criteria for evaluating EHR vendors. These criteria will be complemented with County specific business drivers such as the need to facilitate the exchange of health information with other care providers in a geographic area, the patient base served, ease to procure a solution, cost of ownership, etc. Gartner will conduct one (1) validation workshop with key County stakeholders before proceeding with the analysis. Gartner will then use information and analytics from our own Research and Research Analysts as well as primary and secondary research to develop the evaluation. We will conduct one (1) half day alternatives analysis workshop with San Mateo County to review and revise / validate the analysis.</p>	<ul style="list-style-type: none"> <li>o List of Relevant Vendors</li> <li>o Overview of Each Vendor / Product</li> <li>o Assessment Criteria</li> <li>o Organization Assessment</li> <li>o Product Assessment</li> </ul> <p>The vendor landscape analysis will be a 30-40 slide PowerPoint deck.</p>
<p><b>6. High level communication plan</b></p>	<p>This deliverable will provide a high level set of activities to effectively communicate the expected changes from the EHR Strategy to the effect stakeholders. This will include leveraging, engagement, containment and outplacement strategies (as described in the Task section) based on an assessment of the impact of the EHR strategy on each stakeholder group. This assessment will include up to three (3) 2-hour workshops with the County project team regarding the impact to each stakeholder group.</p>	<ul style="list-style-type: none"> <li>• Purpose</li> <li>• Communicator</li> <li>• Stakeholders</li> <li>• Expected Impact</li> <li>• Messages</li> <li>• Delivery Method</li> <li>• Delivery Frequency</li> <li>• Measures of Success</li> </ul> <p>The High Level Communication Plan will be a 10-15 slide PowerPoint deck.</p>
<p><b>7. Master Set of Prioritized Requirements</b></p>	<p>This deliverable will provide a complete set of requirements based on the assessment and gap analysis. Gartner will use its knowledge of industry standards and requirements developed in other projects to create an initial base of Industry Best Practice requirements and then use its Life of the Case™ Use Case methodology to document functional requirements for the County's differentiating Workflows. Gartner will conduct up to ten (10) 2-hour standard requirements workshops, fifteen (15) 4-hour differentiating use case workshops and fifteen (15) 2-hour differentiating requirements workshops. These requirements will then be categorized in a workshop with key County stakeholders so into most critical requirements ("must do"), important requirements ("should do") and "nice to have" requirements ("might do").</p>	<p>The requirements will be in an Excel spreadsheet, with a tab per requirement set / grouping of functional activities.</p> <p>The use cases will be a Word document, with one use case per workflow. Each use case has the following components:</p> <ul style="list-style-type: none"> <li>• Actor(s)</li> <li>• Role</li> <li>• Objective</li> <li>• Trigger Events</li> <li>• Precondition</li> </ul>

		<ul style="list-style-type: none"> <li>• Post condition</li> <li>• Use Case Flow</li> <li>• Alternative Flow (if necessary)</li> </ul>
<b>8. Information Management Plan</b>	<p>This deliverable will provide a plan for how to assure the smoothest flow of information into and out of a new platform's data architecture. This plan will consider the enterprise data warehouse and new HIE to ensure that the transition to an enterprise EHR platform does not disrupt the flow and management of information.</p> <p>To develop the plan, Gartner will gather and review all pertinent documents. We will also conduct up to three (3) information management workshops with key County Subject Matter Experts.</p>	<p>The information Management Plan will be a 5-10 slide PowerPoint deck that provides high level mappings of information flow to the various external systems and services.</p>
<b>9. Acquisition plan/schedule</b>	<p>This deliverable will provide a plan and schedule for the acquisition cycle of the various components/modules of an enterprise EHR platform. It will include an agreed upon approach to conducting a fully compliant, yet expedited effort to evaluate and decide on a preferred solution, vendor and optimal timeline. Gartner will draft an acquisition plan/schedule and then conduct one (1) half day workshop to review with key stakeholders.</p>	<ul style="list-style-type: none"> <li>• Solution Components in Scope</li> <li>• Acquisition Alternatives <ul style="list-style-type: none"> <li>○ Component Bundling</li> <li>○ Procurement Vehicle(s)</li> </ul> </li> <li>• High Level Procurement Plan / Schedule</li> </ul> <p>The Acquisition plan/schedule will be a 5-10 slide PowerPoint deck.</p>
<b>10. Sequencing plan/schedule</b>	<p>This deliverable will provide a roadmap with the best sequencing of procurement and implementation activities based on the acquisition plan, gap analysis, prioritized requirements and Gartner's industry experience. The plan will address adoption thresholds, interfaces and dependencies and will focus on minimizing service impacts. Gartner will draft a sequencing plan/schedule and then conduct one (1) half day workshop to review with key stakeholders.</p>	<ul style="list-style-type: none"> <li>• Key Considerations</li> <li>• Critical Dependencies</li> <li>• High level procurement plans <ul style="list-style-type: none"> <li>○ Key elements</li> <li>○ Tasks and timing</li> </ul> </li> <li>• Recommended Roadmap</li> </ul> <p>The sequencing plan/schedule will be a 5-10 slide PowerPoint deck.</p>
<b>11. System Decommissioning Plans</b>	<p>This deliverable will identify key legacy systems to be retained vs. retired as part of the implementation of a new system.</p> <ul style="list-style-type: none"> <li>■ For retained systems, Gartner will outline- at a high level- how these systems will interface or integrate with the new EHR system.</li> <li>■ For systems to be retired, Gartner will identify high level timing/sequencing of the retirements and define a high level data archiving/conversion approach along with budgetary resource/costs estimates for the retirement/archiving effort.</li> </ul>	<ul style="list-style-type: none"> <li>• Key Considerations</li> <li>• List of Legacy Systems</li> <li>• Mapping of Legacy Systems to Procurement</li> <li>• Decommissioning Roadmap</li> </ul> <p>The system decommissioning plans will be a 5-10 slide PowerPoint deck.</p>

	<p>The decommission plan will define a high level approach and plan for properly shutting down legacy systems, including data archived/cleansed, and decommissioning the system and accompanying maintenance and support agreement(s). The plans will include a decommissioning schedules based on the EHR sequencing schedule (#10 above), legacy system contracts/costs and clinical/legal record retention policies/needs. Gartner will draft a system decommissioning plans and then conduct one (1) half day workshop to review the plan with key stakeholders.</p>	
<b>12. Budget Plan</b>	<p>This deliverable will provide a multi-year budget that takes into account spend on current platforms, spending projections for implementation and spending plans for sustainment (operate, optimize, and refresh). It will also include an analysis of the ROI benefits of the new EHR strategy. Gartner will conduct up to two (2) interviews with key budget staff in developing the budget plan. Gartner will draft a budget plan and then conduct one (1) half day workshop to review with key stakeholders.</p>	<p>The budget plan will be an Excel spreadsheet with the costs associated with each budget item listed in the appropriate spending schedule.</p>
<b>13. Staffing and Support Plan</b>	<p>This deliverable will provide a multi-year plan to ensure appropriate staff support for the enterprise platform. The plan will start with the key stakeholders that need to be part of both the core project team and feeder committees/teams, but will consider surge staffing requirements for implementation activities. It will also provide a sustainment staffing plan for when the platform moves into sustainment. The plan will include all resource types (e.g., clinical providers, other healthcare professionals, health information technology analysts, revenue cycle experts, clinical informatics, etc.). Gartner will also consider managed services and staff augmentation options. Gartner will draft a staffing and support plan and then conduct one (1) half day workshop to review with key stakeholders.</p>	<p>The staffing and support will be an Excel spreadsheet with the set and type of necessary staff associated with each activity over time.</p>
<b>14. Evaluation Framework</b>	<p>This deliverable will outline the evaluation process, criteria and framework by which the County will review solicitation responses and select a vendor. Gartner will facilitate up to five (5) workshops with the evaluation team to develop the evaluation framework for each product/service based on the level of detail required for SMCHS.</p>	<ul style="list-style-type: none"> <li>• Evaluation Process</li> <li>• Minimum Mandatory Requirements</li> <li>• Evaluation Framework <ul style="list-style-type: none"> <li>○ Criteria</li> <li>○ Weighting</li> </ul> </li> </ul> <p>The Evaluation Framework will be a 5-10 slide PowerPoint deck.</p>
<b>15. RFP – design and build</b>	<p>This deliverable will be a solicitation document for the County to use in procuring an Enterprise EHR solution. Gartner will work collaboratively with the County to produce up to three (3) sets of products/services:</p>	<ul style="list-style-type: none"> <li>• Introduction</li> <li>• Background</li> </ul>

	<ul style="list-style-type: none"> <li>• EHR Software</li> <li>• Design/Development/Integration (DDI) Services</li> <li>• Hosting Services</li> </ul> <p>Gartner will provide content for the RFP document(s) (the actual RFP format and structure will be provided by SMCHS) which will include at least:</p> <ul style="list-style-type: none"> <li>• Background and Objectives</li> <li>• Scope</li> <li>• Technical Requirements</li> <li>• Demonstration Scripts</li> <li>• Statement of Work and Implementation requirements</li> <li>• Service Level and Maintenance &amp; Operational requirements</li> <li>• Cost response workbook</li> <li>• Attachments such as a Procurement Library and Terms and Conditions (T&amp;Cs)</li> </ul> <p>Gartner will review the draft sections (and the overall document) with the SMCHS project team, legal, procurement, and Steering Committee as needed.</p>	<ul style="list-style-type: none"> <li>• Proposal Process</li> <li>• Proposal Requirements</li> <li>• Statement of Work</li> <li>• Price Proposal</li> <li>• Due Diligence</li> </ul> <p>The RFP will be a Word document with associated appendices, some of which may be Excel spreadsheets (e.g. prioritized requirements).</p>
<b>16. Demonstration Scripts</b>	<p>This deliverable will provide structured demonstration scripts and scenarios that reflect the County's unique business environment. These scenarios will cover clinical process end-to-end. It will also include scoring templates for use during the evaluation and scoring process. These will allow evaluators to score vendor demonstrations in a structured manner, to ensure that scoring is consistent, and provide a tool for evaluators to have meaningful conversations where appropriate. They allow evaluators to score vendors both by modules, specific areas of expertise or care venue (pharmacy, OR, ED etc.) as well as based on a vendor's capability to meet overall workflow and integration requirements. Gartner will leverage the differentiating workflow use cases and work with the County to develop the demonstration scripts. Gartner will conduct up to three (3) workshops to develop the demonstration scripts with the County evaluation team.</p>	<p>Gartner will develop 5-7 demonstration scripts, which will each be 3-4 page Word documents.</p>
<b>17. Evaluation of RFP responses</b>	<p>This deliverable will be an Evaluation Report based on the evaluation process. It will come from Gartner's efforts to support the evaluation team as they conduct their evaluation. This support will include reviewing proposals, providing subject matter expertise, ensuring adherence to the evaluation framework and aggregation of scores and facilitating evaluation workshops. Gartner will facilitate up to three (3) evaluation workshops.</p>	<ul style="list-style-type: none"> <li>• Review of Evaluation Process</li> <li>• Review of Evaluation Framework</li> <li>• Vendor Evaluation</li> <li>• Vendor(s) Selected</li> </ul> <p>The Evaluation Report will be a 5-10 slide PowerPoint deck</p>

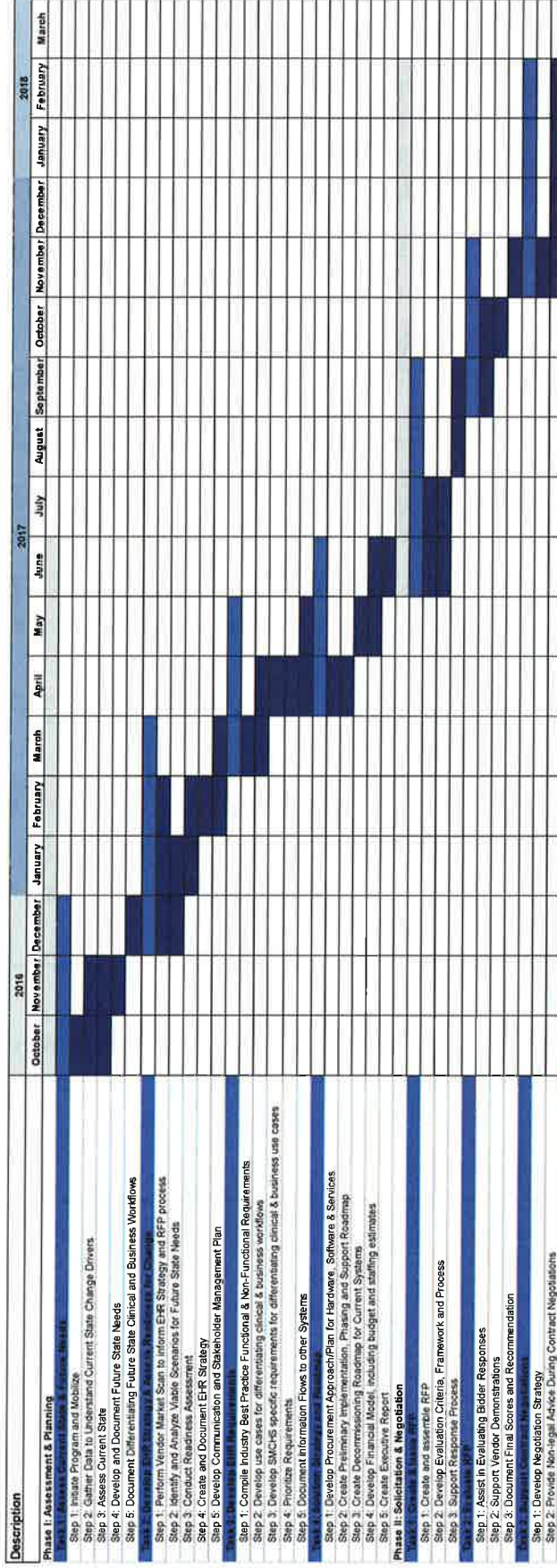
<b>18. Negotiation Strategy</b>	<p>This deliverable will provide the County with a negotiation strategy for engaging the selected vendor. Gartner will draft a negotiation strategy and then conduct one (1) half day workshop to review with the County evaluation team.</p>	<ul style="list-style-type: none"> <li>• High-level approach</li> <li>• Negotiation objectives/desirables</li> <li>• Negotiations Governance Model</li> <li>• Role, responsibilities and decision authority</li> <li>• Risks around terms, conditions and service-level agreements</li> <li>• Specific negotiation positions</li> <li>• Execution Plan (tasks, resources, dependencies, escalation plan)</li> <li>• Negotiation Guidelines</li> </ul> <p>The Negotiation Strategy will be a 10-15 slide PowerPoint deck</p>
<b>19. Negotiation Support</b>	<p>Gartner will provide support to the County through the negotiation process, including attending negotiation session, providing subject matter expertise, reviewing terms and conditions, etc.</p>	<p>There is no physical deliverable.</p>



## 1.6 Project Schedule

Gartner anticipates completion of this engagement within 16-18 months, as detailed in the figure below. Our fixed fee estimate is based on adhering to the overall schedule for both Phase 1 and Phase 2. This actual schedule is dependent on the start date of the project which itself is dependent on the ability of Gartner and the County to execute a binding contract. It is also subject to assumptions included elsewhere in Exhibits A and B.

**Figure 5. Estimated Schedule**



## 1.7 SMCHS Resource Commitment Estimates

This section defines the resource commitments required from SMCHS staff including which SMCHS roles will be engaged over the course of the engagement and an initial estimate of how much time will be required from each resource category. Consider resource categories as groups, such as physicians, nurses, patient support assistants, billers, IT analysts, etc.

A description of each type of SMCHS resource that will be required to participate in some or all of the tasks is provided below.

**Table 2. Type of SMCHS Resources Required**

Type of Resource	Description
Executive Steering Committee	5-9 members composed of senior level leadership
Project Leadership	Project Director/Project Manager, IT Leadership (i.e. CIO), and Clinical Leadership (i.e. Physician leader or CMO)
Clinical Working Groups	Representatives from each EHR domain (Scheduling, Orders, Clinical Doctors, Laboratory, Pharmacy, etc.). Likely 7-10 working groups of 3-5 people
Analysts	Working group leads (i.e. one analyst per working group) – part time initially and then full time
Procurement	Assigned procurement analysts to assist in RFP development
Information Technology	IT Subject matter experts either assigned to the current systems or who will interact with future systems. Likely 7-10 subject matter experts.

Below is a description of the resource commitment per task for each of the types of resources identified above. A more detailed description of their involvement is given in the task descriptions.

**Table 3. Resource Commitment Phase I**

Type of Resource	Task 1: Assess Current State & Future Needs	Task 2: Develop EHR Strategy & Assess Readiness	Task 3: Develop EHR Requirements	Task 4: Develop Solution Strategy and Roadmap
Executive Steering Committee	Meets monthly for two hours	Meets monthly for two hours	Meets monthly for two hours	Meets monthly for two hours

<b>Type of Resource</b>	<b>Task 1: Assess Current State &amp; Future Needs</b>	<b>Task 2: Develop EHR Strategy &amp; Assess Readiness</b>	<b>Task 3: Develop EHR Requirements</b>	<b>Task 4: Develop Solution Strategy and Roadmap</b>
Project Leadership	Full Time PM 10-20% IT Leader 10-20% Clinical Leader	Full Time PM 10-20% IT Leader 10-20% Clinical Leader	Full Time PM 10-20% IT Leader 10-20% Clinical Leader	Full Time PM 10-20% IT Leader 10-20% Clinical Leader
Clinical Working Groups	Less than 5% of time to participate in interviews and workshops (~2 hours per week)	Less than 5% of time to participate in workshops (~2 hours per week)	Up to 3 half days of participation per clinical work group for requirements workshops	Less than 5% of time to participate in workshops (~2 hours per week)
Analysts	10% of time – participate in interviews and workshops as well as facilitate working group interactions	10% of time – participate in workshops as well as facilitate working group interactions	Up to 3 half days of participation time per clinical work group in requirements workshops	10% of time – participate in workshops as well as facilitate working group interactions
Procurement	Minimal involvement	Minimal involvement	Minimal involvement	Minimal involvement
Information Technology	10-20% involvement	10-20% involvement	10-20% involvement	10-20% involvement

**Table 4. Resource Commitment Phase II**

<b>Type of Resource</b>	<b>Task 1: Create &amp; Issue RFP</b>	<b>Task 2: Evaluate RFP</b>	<b>Task 3: Support Contract Negotiations</b>
Executive Steering Committee	Meets monthly for two hours	Meets monthly for two hours	Meets monthly for two hours
Project Leadership	Full Time PM 10-20% IT Leader 10-20% Clinical Leader	Full Time PM 10-20% IT Leader 10-20% Clinical Leader	High involvement, up to 50% during peak periods (estimated at 3 – 4 weeks)

<b>Type of Resource</b>	<b>Task 1: Create &amp; Issue RFP</b>	<b>Task 2: Evaluate RFP</b>	<b>Task 3: Support Contract Negotiations</b>
Clinical Working Groups	Less than 5% of time to participate in workshops and review RFP (~2 hours per week)	1 day to review each vendor proposal plus 2 – 3 half days per vendor proposal received to participate in RFP evaluations. Additional time may be required for attending vendor demonstrations (up to a day per proposal)	Minimal involvement
Analysts	10% of time – participate in workshops and review RFP as well as facilitate working group interactions	1 - 2 days to review each vendor proposal plus 2 – 3 half days per vendor proposal received to participate in RFP evaluations. Additional time may be required for attending vendor demonstrations (up to a day per proposal)	Minimal involvement
Procurement	20 - 50% of time for RFP creation (depending on availability of County templates and desired involvement)	1 - 2 days to review each vendor proposal plus 2 – 3 half days per vendor proposal received to participate in RFP evaluations. Additional time may be required for attending vendor demonstrations (up to a day per proposal)	50% of time for negotiations for an estimated duration of 2 -3 weeks
Information Technology	10-20% involvement in the preparation of RFP requirements and review of RFP	1 - 2 days to review each vendor proposal plus 2 – 3 half days per vendor proposal received to participate in RFP evaluations. Additional time may be required for attending vendor demonstrations (up to a day per proposal)	10-20% involvement for an estimated duration of 2 – 3 weeks

## 1.8 Assumptions

The deliverables, schedule and pricing in this Proposal are based on the following assumptions:

### SMCHS Participation:

- SMCHS will designate a project manager to act as the primary point of contact for this project. The SMCHS project manager will be expected to work closely with the Gartner employees as needed and will: (a) approve project priorities, detailed step plans and schedules; (b) facilitate the scheduling of Gartner interviews with appropriate client personnel; (c) notify Gartner in writing of any project or performance issues; and (d) assist in resolving project issues that may arise
- The work effort described in this Proposal assumes SMCHS personnel are available to assist in the manner defined in this Proposal. In the event that SMCHS personnel are not available, a change of scope may be necessary
- SMCHS will review and approve documents within seven business days. If no formal approval or rejection is received within that time, the deliverable is considered to be accepted by SMCHS
- SMCHS will schedule SMCHS resources for project activities and provide meeting facilities as necessary
- SMCHS personnel will be available per the final project schedule
- SMCHS will provide a collaboration tool (MS SharePoint or similar) for use by the Gartner team to store any relevant project materials and deliverables

### Data Collection:

- The due diligence (as-is) data are reasonably available via interviews and documentation review
- SMCHS will provide timely access to all appropriate personnel to be interviewed. These personnel will provide data necessary to complete this project, answer questions, provide existing documentation and attend working sessions
- Pricing for Phase 1 is based on the assumption that Gartner will conduct up to 45 interviews/workshops over a period of 4-6 weeks and that SMCHS will arrange all sessions with SMCHS personnel
- Overall pricing is based on adherence to the schedule outlined in the Project Schedule section of this document. If the schedule for either phase extends beyond this change order will be required.
- All data collection and interviews/workshops will take place via telephone or in person at County facilities and/or as mutually agreed by both parties.

### Key Personnel:

- Resumes of key personnel provided in this Proposal assume a project start date of November 1, 2016. If the actual project start date is different, proposed individuals may not be available. In this event, we will work with SMCHS to identify alternative personnel with appropriate skills and background
- Where it is indicated in this Proposal, that a proposed project team member is a sub-contractor to Gartner, SMCHS agrees to the inclusion of that individual as a member

of the project team so long as the sub-contractor is suitably qualified to provide the services. In the event that such inclusion is not reasonably acceptable to SMCHS, Gartner will be informed at the earliest opportunity and requested to find an alternative team member

Place of Performance:

- Except for meetings and workshops, all Gartner services will be performed at Gartner locations
- Office space, telephones, printing/copying services and access to the open Internet will be made available on a reasonable basis to Gartner at SMCHS locations for on-site project time

Deliverables and Changes to Scope:

- Any requests for additional information or resource (beyond the details described in the tasks above) that are made by SMCHS will be considered a change in scope for this engagement and will be handled accordingly (see Changes to Scope section of this Proposal)

## **Exhibit B**

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

Gartner will bill for professional services at the conclusion of key Deliverables associated with the tasks described in Exhibit A. The Deliverable milestones and the associated invoice amounts are listed in the table below. Gartner will invoice for each deliverable upon completion of the deliverable.

**Table 5. Task Level Invoicing**

Phase	Task	Deliverable	Phase Amount	Task Amount	Payment Milestone
<b>Phase I. Assessment and Planning</b>			<b>\$ 1,165,000</b>		
	Task 1: Current and Future State Needs			\$ 160,500	
		Project Kickoff/Plan			\$ 74,900
		Assessment & Gap Analysis			\$ 85,600
	Task 2: EHR Strategy and Readiness Assessment			\$ 309,000	
		EHR Strategy			\$ 71,334
		Readiness Assessment			\$ 95,000
		Vendor Landscape Analysis			\$ 71,333
		High level communication plan			\$ 71,333
	Task 3: EHR Requirements			\$ 294,500	
		Master Set of Prioritized Requirements			\$ 241,000
		Information Management Plan			\$ 53,500
	Task 4: Solution Strategy and Roadmap			\$ 401,000	
		Acquisition plan/schedule			\$ 85,600
		Sequencing plan/schedule			\$ 75,900
		Budget Plan			\$ 74,300
		Staffing and Support Plan			\$ 85,600
		System Decommissioning Plans			\$ 79,600
<b>Phase II. Solicitation and Negotiation</b>			<b>\$ 410,000</b>		
	Task 1: Create and Issue RFP			\$ 164,000	
		Evaluation Framework			\$ 82,000
		RFP – design and build			\$ 82,000
	Task 2: Evaluate RFP			\$ 164,000	
		Demonstration Scripts			\$ 82,000
		Evaluation of RFP responses			\$ 82,000
	Task 3: Contract Negotiations			\$ 82,000	
		Negotiation Strategy			\$ 41,000
		Negotiation			\$ 41,000

This pricing is based on prior experience with similar projects and the approach outlined in this document. Our pricing is based on the following assumptions:

- The breadth of consultation required to develop the strategy and to communicate a shared vision. That is, the number of different organizations and individuals that need to be engaged during the EHR Strategy and Readiness Assessment phase
- One single procurement for hardware, software and hosting the new EHR



- The overall readiness of SMCHS as an organization to embrace such a large and complex project
- SMCHS' ability to provide the focus and the resources to maintain the pace proposed in the SOW. We have proposed a realistic, but aggressive schedule, and SMCHS may need to extend some of the time frames
- The level of effort required to arrive at a broadly supported EHR vision and strategy that will be the foundation for the procurement and implementation of a unified EHR system
- SMCHS' ability to tightly govern this project, enable timely and binding decision making and quick issue resolution
- The duration and extent of support that SMCHS will require during the contract negotiation activities in the EHR Solution Procurement phase
- Other assumptions documented in Exhibit A.

The firm fixed prices quoted are from our State and Local Government rate card which represents a substantial discount off of our normal commercial rates. Gartner is committing to producing the deliverables described in the SOW for the prescribed cost, subject to the assumptions and other conditions documented in the SOW, regardless of the actual effort required.

We prefer to work under fixed fee arrangements as this type of contract has the effect of aligning consultant and client incentives to maintain a tight scope. It reduces risk by providing certainty regarding scope and price, and it creates a focus on getting the project completed as efficiently and quickly as possible.

Gartner's firm fixed bid is inclusive of out of pocket expenses required for our team members to travel to the County's offices and any other work locations located in San Mateo County.

## **Additional Terms and Conditions**

All invoices are payable net 30 days from date of invoice unless otherwise negotiated with the County as part of this Agreement

While we do not itemize billing for professional services, we agree and will comply with any reasonable requests for records substantiating our invoices.

If the County requires a purchase order (PO) number, please provide a copy of the PO at the time any binding agreement is executed.

Any pre-printed terms on the PO that are in addition to or in contradiction of the terms of this Agreement shall be inapplicable.

All invoices are payable net 30 days from date of invoice. While we do not itemize billing for professional services, we agree and will comply with any reasonable requests for records substantiating our invoices.

## Changes to Scope

The scope of this project is defined by this Proposal/Statement of Work. All SMCHS requests for changes to the SOW must be in writing and must set forth with specificity the requested changes. As soon as practicable, Gartner shall advise SMCHS of the cost and schedule implications of the requested changes and any other necessary details to allow both parties to make an informed decision as to whether they will proceed with the requested changes. The parties shall agree in writing upon any requested changes prior to Gartner commencing work.

As used herein, “changes” are defined as work activities or work products not originally planned for or specifically defined by this SOW. By way of example, not limitation, changes may include:

- Any activities not specifically set forth in this SOW
- Providing or developing any deliverables not specifically set forth in this SOW
- Any change in the respective responsibilities of Gartner and SMCHS, including any reallocation or any changes in engagement or project manager staffing
- Any rework of completed activities or accepted deliverables
- Any investigative work to determine the cost or other impact of changes requested
- Any additional work caused by a change in the assumptions set forth in this SOW
- Any delays in deliverable caused by modification of acceptance criteria in this SOW
- Any changes requiring changes to research analyst time or resources

Gartner will bill for professional services at the conclusion of key Deliverables associated with the tasks described in our Scope of Work (Exhibit A). The Milestones and the associated invoice amounts are described in the table on the following page

## Attachment H

### Health Insurance Portability and Accountability Act (HIPAA) Business Associate Requirements

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#### **DEFINITIONS**

Terms used, but not otherwise defined, in this Schedule shall have the same meaning as those terms are defined in 45 Code of Federal Regulations (CFR) sections 160.103, 164.304, and 164.501. All regulatory references in this Schedule are to Title 45 of the Code of Federal Regulations unless otherwise specified.

- a. **Business Associate.** "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the parties to this agreement shall mean Contractor.
- b. **Covered Entity.** "Covered entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement shall mean County.
- c. **HIPAA Rules.** "HIPAA rules" shall mean the Privacy, Security, Breach Notification and Enforcement Rules at 45 CFR part 160 and part 164, as amended and supplemented by Subtitle D of the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009.
- d. **Designated Record Set.** "Designated Record Set" shall have the same meaning as the term "designated record set" in Section 164.501.
- e. **Electronic Protected Health Information.** "Electronic Protected Health Information" (EPHI) means individually identifiable health information that is transmitted or maintained in electronic media; it is limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity.
- f. **Individual.** "Individual" shall have the same meaning as the term "individual" in Section 164.501 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g).
- g. **Privacy Rule.** "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
- h. **Protected Health Information.** "Protected Health Information" (PHI) shall have the same meaning as the term "protected health information" in Section 160.103 and is limited to the information created or received by Business Associate from or on behalf of County.
- i. **Required By Law.** "Required by law" shall have the same meaning as the term "required by law" in Section 164.103.
- j. **Secretary.** "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.
- k. **Breach.** The acquisition, access, use, or disclosure of PHI in violation of the Privacy Rule that compromises the security or privacy of the PHI and subject to the exclusions set forth in Section 164.402. Unless an exception applies, an impermissible use or disclosure of PHI *is presumed* to be a breach, unless it can be demonstrated there is a low

probability that the PHI has been compromised based upon, at minimum, a four-part risk assessment:

1. Nature and extent of PHI included, identifiers and likelihood of re-identification;
  2. Identity of the unauthorized person or to whom impermissible disclosure was made;
  3. Whether PHI was actually viewed or only the opportunity to do so existed;
  4. The extent to which the risk has been mitigated.
- l. **Security Rule.** "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Part 164, Subparts A and C.
- m. **Unsecured PHI.** "Unsecured PHI" is protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in relevant HHS guidance.
- n. **Security Incident.** "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system. "Security Incident" includes all incidents that constitute breaches of unsecured protected health information.

#### **OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE**

- a. Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement or as required by law.
- b. Business Associate agrees to use appropriate safeguards to comply with Subpart C of 45 CFR part 164 with respect to EPHI and PHI, and to prevent the use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- c. Business Associate agrees to make uses and disclosures requests for Protected Health Information consistent with minimum necessary policy and procedures.
- d. Business Associate may not use or disclose protected health information in a manner that would violate subpart E of 45 CFR part 164.504 if used or disclosed by Covered Entity.
- e. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- f. Business Associate agrees to report to County any use or disclosure of Protected Health Information not authorized by this Agreement.
- g. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of County, agrees to adhere to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- h. If Business Associate has Protected Health Information in a Designated Record Set, Business Associate agrees to provide access, at the request of County, and in the time and manner designated by County, to Protected Health Information in a Designated Record Set, to County or, as directed by County, to an Individual in order to meet the requirements under Section 164.524.

- i. If Business Associate has Protected Health Information in a Designated Record Set, Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the County directs or agrees to make pursuant to Section 164.526 at the request of County or an Individual, and in the time and manner designed by County.
- j. Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of County, available to the County at the request of County or the Secretary, in a time and manner designated by the County or the Secretary, for purposes of the Secretary determining County's compliance with the Privacy Rule.
- k. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.
- l. Business Associate agrees to provide to County or an Individual in the time and manner designated by County, information collected in accordance with Section (k) of this Schedule, in order to permit County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.
- m. Business Associate shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Business Associate creates, receives, maintains, or transmits on behalf of County.
- n. Business Associate shall conform to generally accepted system security principles and the requirements of the final HIPAA rule pertaining to the security of health information.
- o. Business Associate shall ensure that any agent to whom it provides EPHI, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect such EPHI.
- p. Business Associate shall report to County any Security Incident within three (3) business days of becoming aware of such incident. Business Associate shall also facilitate breach notification(s) to the appropriate governing body (i.e. HHS, OCR, etc.) as required by law. As appropriate and after consulting with County, Business Associate shall also notify affected individuals and the media of a qualifying breach.
- q. Business Associate understands that it is directly liable under the HIPAA rules and subject to civil and, in some cases, criminal penalties for making uses and disclosures of Protected Health Information that are not authorized by this Attachment, the underlying contract as or required by law.

#### **PERMITTED USES AND DISCLOSURES BY CONTRACTOR AS BUSINESS ASSOCIATE**

Except as otherwise limited in this Schedule, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, County as specified in the Agreement; provided that such use or disclosure would not violate the Privacy Rule if done by County.

## **OBLIGATIONS OF COUNTY**

- a. County shall provide Business Associate with the notice of privacy practices that County produces in accordance with Section 164.520, as well as any changes to such notice.
- b. County shall provide Business Associate with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.
- c. County shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that County has agreed to in accordance with Section 164.522.

## **PERMISSIBLE REQUESTS BY COUNTY**

County shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if so requested by County, unless the Business Associate will use or disclose Protected Health Information for, and if the Agreement provides for, data aggregation or management and administrative activities of Business Associate.

## **DUTIES UPON TERMINATION OF AGREEMENT**

- a. Upon termination of the Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from County, or created, maintained, or received by Business Associate on behalf of County, that Business Associate still maintains in any form. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
- b. In the event that Business Associate determines that returning or destroying Protected Health Information is infeasible, Business Associate shall provide to County notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of the Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

## **MISCELLANEOUS**

- a. **Regulatory References.** A reference in this Schedule to a section in the HIPAA Privacy Rule means the section as in effect or as amended, and for which compliance is required.
- b. **Amendment.** The Parties agree to take such action as is necessary to amend this Schedule from time to time as is necessary for County to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.

- c. **Survival.** The respective rights and obligations of Business Associate under this Schedule shall survive the termination of the Agreement.
- d. **Interpretation.** Any ambiguity in this Schedule shall be resolved in favor of a meaning that permits County to comply with the Privacy Rule.
- e. **Reservation of Right to Monitor Activities.** County reserves the right to monitor the security policies and procedures of Business Associate.



## ATTACHMENT I

### Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- ☐ a. Employs fewer than 15 persons.
- ☒ b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Name of 504 Person: Kirk Kirkpatrick

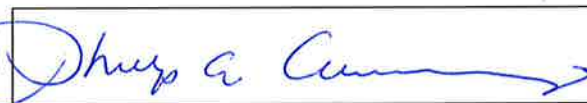
Name of Contractor(s): Gartner Inc.

Street Address or P.O. Box: 2350 Mission College Blvd; 14<sup>th</sup> Floor

City, State, Zip Code: Santa Clara, CA 95054

I certify that the above information is complete and correct to the best of my knowledge

Signature:



Title of Authorized Official: Contracts Counsel

Date: 20 October 2016

\*Exception: DHHS regulations state that: "If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."