

AGREEMENT FOR SERVICES
#566-PHD0207
with
BARTON HEALTHCARE SYSTEM

regarding

El Dorado County Safety Net Technology Project /

ACCESS El Dorado
Amendment II

THIS AMENDMENT to that AGREEMENT made and entered into on April 17, 2007 as amended on December 11, 2007 and modified on May 20, 2008 ("the Agreement") by and between the County of El Dorado, a political subdivision of the State of California on behalf of the El Dorado County Health Services Department – Public Health Division (hereinafter referred to as "County"), and Barton HealthCare System, a California nonprofit public benefit corporation (hereinafter referred to as "Contractor"), whose principal place of business is 2170 South Avenue, South Lake Tahoe, CA 96150;

W I T N E S S E T H

WHEREAS, the Public Health Department has been reorganized and is now known as the Public Health Division of the Health Services Department; and

WHEREAS, County has determined that it is necessary to include additional services under this Agreement to be provided by Contractor for the County Health Services Department – Public Health Division; and

WHEREAS, Contractor has represented to County that it is specially trained, experienced, expert and competent to perform the special services required hereunder and County has determined to rely upon such representations; and

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state and local laws; and

WHEREAS, County has determined that the provisions of such services provided by Contractor are in the public's best interest, are more economically and feasibly performed by outside independent Contractors as well as authorized by El Dorado County Charter, Section 210 (b) (6) and/or Government Code 31000;

NOW, THEREFORE, County and Contractor mutually agree as follows:

All references in the original agreement to the “County Public Health Department” or “PHD” shall be deemed to refer to the Public Health Division of the Health Services Department.

ARTICLE I – **SCOPE OF SERVICES** shall be amended to read in its entirety as follows:

In conjunction with, and at the direction of, County and its designated consultants, Contractor will assist County to achieve technology enabled solutions for Access El Dorado (ACCEL), the Care Pathways project (i.e. Case management) and a county-wide health information exchange (HIE), which shall include the following Grant Objectives:

1. Implement a networked Care Pathways Program to provide a medical home and improved health services to low income and/or publicly insured El Dorado County residents. A workflow and task management application will be purchased and implemented to support the countywide health teams providing these services and to capture outcomes.
2. Purchase and implement a countywide Master Patient Identifier (MPI), and necessary infrastructure that will be used along with connectivity application to provide sharing of “patient authorized” clinical information. The MPI should decrease time of registration for patients and providers.
3. Develop the necessary interfaces to those applications used by providers of medical services in the eastern half of El Dorado County (Barton Hospital, Barton Community Clinic, Health Services Department, Public Health and Mental Health Divisions) and extend the basic HIE to all interested providers.

Contractor agrees to assist County in meeting the Objectives and scope of work of the Grant and as described herein by performing the following:

A. Contractor responsibilities:

1. In coordination with County and/or its designated consultants, purchase technology (e.g., software, hardware, licenses, etc.) that support the goals of the Grant as identified by Network, e.g., case management and enterprise master patient identifier (EMPI).
2. Purchase infrastructure equipment and space necessary to host the technology.
3. Host the technology.
4. Handle technology system initial set up.
5. Handle ongoing configuration management.
6. Support new releases, updates and patches.
7. Work collaboratively with Network to implement the technology.
8. Provide technology staff to support technology application configuration, interfaces with Contractor technology, report creation (data mining), technical help desk, and participate in vendor technical/super user training.
9. Become a user of the technology.
10. Work with Network to reconcile EMPI duplicates.
11. Provide assistance on technology work, if requested, to County in completing reporting requirements of the Grant.
12. Provide supportive documentation, if requested, to County for Grant match requirement.

13. Co-supervise the ACCEL technical business analyst.
14. Provide knowledgeable staff to attend meetings with regard to the Grant at County's request.
15. Submit monthly invoices for services and technology purchase.
16. Provide legal services to support the development of the ACCEL common patient authorization release and partner agreements for the HIE. The legal services to be provided herein are for the purpose of supporting the implementation of the Grant and are not being provided to County or on behalf of County.
17. Health Information Technology (HIT) Procurement and Implementation Services
 - a. Participate in HIE workgroup consisting of representatives from participant agencies, which representatives have been identified by the consultant designated by the County for this purpose (i.e., medical staff and/or Information Technology staff from Barton Hospital, Tahoe Family Physicians, Marshall Medical Center, El Dorado County Community Health Center, Tribal Health, El Dorado County Health Services Department – Public Health Division, and ACCEL IT consultants).
 - b. Examine, update and expand HIE analysis and select data model architecture.
 - i. Review technical systems and requirements for implementation including data flow modeling, standards to be applied, and interoperability with existing ACCEL HIT in place.
 - c. Conduct HIE vendor procurement.
 - i. Prepare HIE requirements/specifications and priorities for review and approval by ACCEL Steering Committee.
 - ii. Prepare and distribute request for proposal (RFP), develop selection criteria and tools.
 - iii. In coordination with the HIE workgroup, participate in vendor contract cost analysis, on-site demonstration(s) and due diligence activities.
 - iv. Initiate and finalize vendor agreement, in accordance with the recommendation of the HIE workgroup.
 - d. Initiate HIE implementation (demonstration project).
 - i. Present a written project plan to ACCEL Steering Committee for review and approval of the plan.
 - ii. Execute approved project plan.
 - iii. Provide monthly work plan updates to the ACCEL Steering Committee.
18. Strategic sustainability business plan for the countywide health initiative.
 - a. Build upon existing HIE Cost Model and develop a strategic business plan.
19. ACCEL governance facilitation to support cross agency decision making, including but not limited to, review of HIE data sharing model, technology vendor selection, business plan execution, and any other tasks related to the facilitation of cross agency decision-making requested by ACCEL Steering Committee to be performed by Contractor.

The parties acknowledge that the implementation of the Grant will require further collaboration, planning and agreement among the parties and other Network participants, and that the Grant will not be implemented fully within the term of this Agreement, unless the term is extended. This Section A sets forth the matters on which Contractor will provide assistance in connection with the Grant, not performance or deliverable requirements.

B. County responsibilities:

1. Act as the principal liaison with Grantor and Grant Fiscal Agent.
2. Develop / coordinate and submit any amended Grant documents (as requested by the Grantor) and Grant-required progress and or status reports.
3. Develop non-competing continuation proposal submittals and Grant funding roll-over requests.
4. Develop and oversee Network case management operations.
5. Develop the technology work plan and coordinate the Network implementation.
6. Develop the Network business rules definition, requirements, and prompts necessary for technology configuration.
7. Participate in vendor technical/super user training.
8. Oversee end user technology training and periodic Q&A.
9. Work with Network to reconcile EMPI duplicates.
10. Develop and oversee multi-year evaluation plan.
11. Convene the Network leaders to develop the business case / financial model.
12. Provide knowledgeable staff to attend meetings with regard to the Grant and as requested by Contractor.
13. Provide Contractor with copies of all Grant documents and submitted reports.
14. Inform Contractor in a timely manner of any and all audit requirements to which Contractor is responsible to comply.

ARTICLE II – Term, shall be amended to read in its entirety as follows:

This Agreement is effective April 17, 2007, and shall continue through September 29, 2009, consistent with continuation of the funding for the Grant, unless cancelled by either party per the stipulations of Article V herein, or unless County is unable to successfully continue the funding for the Grant (which must be renewed annually), as provided in Article VII herein.

ARTICLE III –COMPENSATION shall be amended to read in its entirety as follows:

A. Grant-related Services. For services provided by Contractor herein under Article I. A. items 4 through 15 and 17 through 19, County agrees to pay Contractor at the rate of \$100.00 per hour, inclusive of all labor, overhead, travel, and administrative expenses, in the performance of this Agreement up to, but not to exceed, the following amounts during the Periods defined below:

- \$1,998.00 from the date of execution of this Agreement to September 29, 2007
- \$297,602.00 during the period of September 30, 2007 to September 29, 2008.

Payment by County to Contractor for services will be made in arrears within 30 days following receipt and approval of itemized invoices detailing period being billed, services performed and its relationship to the Grant Objectives and Article I. A. herein, staff hours used (by position and person), compensation due for each service, and total compensation due for all services.

B. Grant-related Technology. For the procurement of technology (e.g., software, licenses and equipment) specifically intended for use in, or otherwise related to, Grant activities and Objectives,

referred herein under Article I. A. items 1 through 3, County agrees to reimburse Contractor in full. The total amount of all reimbursements shall not exceed the following during the periods defined below:

- \$114,672.02 from the date of execution of this Agreement to September 29, 2007. Of that amount, \$114,137.03 may be used for capital expenses (e.g., software, hardware, servers, computer and other infrastructure equipment) and \$534.99 for application service provider (ASP) expenses (e.g., Care Pathways application, connectivity, licenses, support services, application hosting, etc.).
- \$252,827.98 for capital and ASP expenses during the period of September 30, 2007 to September 29, 2008.

Unspent funds from grant-related services and/or grant-related technology as of September 29, 2008 shall be reduced by a total of \$10,000.00 and may be applied to either grant-related services or technology expenses incurred between September 30, 2008 and September 29, 2009.

Contractor shall submit invoices detailing items purchased. County reserves the right to refuse payment for any item purchased that County does not believe supports the goals of the Grant or purpose of this Agreement directly or indirectly. Payment shall be made within 30 days following receipt and approval of detailed, itemized invoices defining each purchase as a capital or ASP expense and in accordance with Article I of this Agreement. Contractor shall retain ownership of all capital purchased under this Agreement.

C. Legal Support. For legal support services provided herein under Article I. A. item 16, County agrees to pay Contractor up to, but not to exceed, \$20,000.00 for the entire term of this Agreement. Payment by County to Contractor will be made in arrears within 30 days following receipt and approval of itemized invoices detailing legal services rendered and staff hours used (by position and person) for each service performed, multiplied by an agreed hourly rate for the service performed.

D. Audits. As a recipient of federal funds, Contractor shall be subject to annual audit requirements as determined by, and at the discretion of, County.

E. Modifications. At the discretion of the Contract Administrator, as identified under Article XII below, compensation described herein may be modified by mutual agreement, in writing, not to exceed the total amount of this Agreement. Such modification(s) shall be executed by Contractor and the Contract Administrator and shall not require the Agreement to be amended.

F. Compensation Totals. Total amount of this Agreement for Grant-Related Services, Technology, and Legal Support through September 29, 2009, shall not exceed \$677,100.00 for the term.

ARTICLE VIII – NOTICE TO PARTIES shall be amended to read in its entirety as follows:

All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid. Notices to County shall be in duplicate and addressed as follows:

The parties do hereby agree that all other provisions of the Agreement not amended herein are to remain in full force and effect, and that this amended Agreement remains subject to early termination by County as set forth in the original document.

CONTRACTOR

By: _____
John Williams, Chief Executive Officer
Barton Healthcare System
"Contractor"

Date: _____

By: _____
Dick Derby, Chief Financial Officer
Barton Healthcare System

Date: _____

COUNTY OF EL DORADO

By: _____
Ron Briggs, Chairman
Board of Supervisors
"County"

ATTEST:
*Suzanne Allen de Sanchez, Clerk
of the Board of Supervisors*

By: _____
Deputy Clerk

Date: _____