

# AGREEMENT FOR SERVICES

#503-PHD0106

*with*

## Healthcare Technology Management Services

*for*

### Information Technology Planning and System Procurement Services Related to the ACCEL Initiative

#### AMENDMENT I

**THIS AMENDMENT to that AGREEMENT** made and entered into on May 23, 2006 by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and Healthcare Technology Management Services, an Indiana corporation, duly qualified to conduct business in California, whose principal place of business is 12036 Windpointe Pass, Carmel Indiana 46033 (hereinafter referred to as "Consultant");

#### WITNESSETH

**WHEREAS**, County requires additional services from Consultant related to information technology planning and system procurement services for the ACCEL initiative on behalf of the County Public Health Department; and

**WHEREAS**, Consultant has represented to County that it is willing to conduct these additional services, and 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 provision of such services provided by Consultant are in the public's best interest, and authorized by El Dorado County Charter, Section 210 (b) (6) and/or Government Code 31000;

**NOW, THEREFORE**, County and Consultant mutually agree as follows:

**ARTICLE I, Scope of Services** shall be replaced in its entirety by the following:

**Scope of Services:** Consultant agrees to provide consulting services related to 5 specific initiatives:

1. Strategic Information Technology Planning to support the ACCEL Initiative,
2. Selection and procurement services to acquire an ACCEL care pathways application,
3. Implementation Services to assist with the installation of the ACCEL care pathways application,
4. Selection and procurement services to acquire a county wide Health Information Exchange (HIE), and
5. Development of an ACCEL cost model/business plan

**Strategic Planning**

Consultant will assist ACCEL with the IT planning activities including strategic planning, staff identification and selection, grant application, and IT project guidance. These efforts are intended to support the general IT planning activities of ACCEL and, specifically, the Care Pathways and HIE efforts.

**Care Pathways Application Procurement**

Consultant will provide planning, oversight, and participation in the selection and procurement of an application to support the ACCEL Care Pathways. These efforts will include vendor identification, development/issue/review of a request for proposal, evaluation of vendors and products, and selection of the preferred vendor.

**Care Pathways Application Implementation**

Consultant will assist ACCEL with the implementation of the Care Pathways Application. Activities will include the development of a project plan, identification of a project team, and participation in project oversight.

**Health Information Exchange Selection & Procurement**

Consultant will provide planning, oversight, and participation in the selection and procurement of an application to support the HIE. These efforts will include 1. vendor identification, 2. selection process plan, 3. development/issue/review of a request for proposal, and 4. evaluation of vendors and products, and selection of the preferred vendor. All procurement activities will be coordinated with County's Purchasing Agent and performed in accordance with County's Purchasing Ordinance and its Board of Supervisors Procurement Policies.

**ACCEL Cost Model / Business Plan**

Consultant will assist ACCEL with the development of a cost model and business plan. Specific activities will include: 1. document the context, strategy, and approach that ACCEL will take when executing its Care Pathway & HIE, 2. survey & engage the participation, support, and commitment of collaborating organizations and stakeholders, 3. identify key financing options, costs, and benefits to work toward a model of sustainability, 4. serve as a means to communicate ACCEL's goals and progress against them, and 5. create a foundation upon which the project can be executed.

**ARTICLE II, Term** shall be replaced in its entirety by the following:

**Term:** This Agreement shall be effective when signed by both parties hereto and shall expire June 30, 2007.

**ARTICLE III, Compensation for Services** shall be replaced in its entirety by the following:

**Compensation for Services:** County shall pay Consultant on a fixed fee basis for each initiative, according to the following schedule:

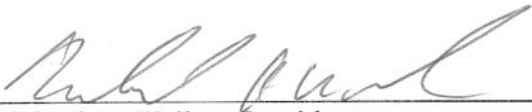
1. Strategic planning: \$20,000.00 total fees and expenses, payable in two installments;
2. Pathways Selection and procurement: \$25,000.00 total fees and expenses, payable in two installments to be made after selected pathways have been purchased;
3. Pathways Implementation: \$36,000.00 total fees and expenses, payable in three installments;
4. HIE selection and procurement: \$60,000.00 total fees and expenses, payable in 4 installments to be made after HIE components have been purchased and invoiced to County by Consultant; and
5. Business Plan Development: \$55,000.00 – payable in three installments based on invoices submitted by Consultant.

Payment to Consultant shall not exceed \$196,000 over the term of the contract. County shall reimburse Consultant within 45 days of receipt of original invoices which reflect detail regarding period being billed, services performed, compensation due for each service, and total compensation due for all services.

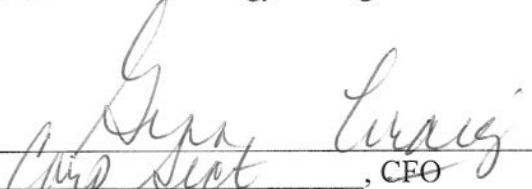
---

The parties do hereby agree that all other provisions of the Agreement 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.

**CONSULTANT**

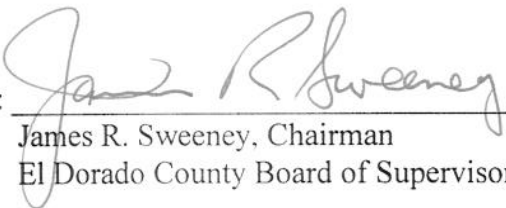
By:   
Michael A. Weiher, President  
Healthcare Technology Management Services

Date: 12/1/06

By:   
Greg Luvig, CEO  
Healthcare Technology Management Services

Date: 12/4/06

**COUNTY OF EL DORADO**

By:   
James R. Sweeney, Chairman  
El Dorado County Board of Supervisors

Date: 12/12/06

**ATTEST:**  
Cindy Keck, Clerk

By:  Date: 12/12/06  
Deputy Clerk