



# San Bernardino County

## Legislation Text

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**File #: 7008, Agenda Item #: 10**

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### **REPORT/RECOMMENDATION TO THE BOARD OF SUPERVISORS OF SAN BERNARDINO COUNTY AND RECORD OF ACTION**

**November 15, 2022**

#### **FROM**

**WILLIAM L. GILBERT, Director, Arrowhead Regional Medical Center**

#### **SUBJECT**

Agreements for Professional Clinical Informatics Staffing and Consulting Services

#### **RECOMMENDATION(S)**

1. Approve agreements, including the non-standard terms, with the following vendors on an as-needed, fee-for-service basis for clinical informatics staffing and consulting services in the not-to-exceed aggregate amount of \$10,000,000 for the five-year period of December 1, 2022 through November 30, 2027:
  - a. Optimum Healthcare IT LLC
  - b. 314e Corporation
  - c. Eight Eleven Group, LLC dba Medasource
  - d. Tegria Services Group - US, Inc.
  - e. Nordic Consulting Partners, Inc.
2. Designate the Director of Arrowhead Regional Medical Center as the authorized official to approve and sign Statements of Work and amendments to Statements of Work under the terms of the agreements, subject to review by County Counsel, so long as the collective aggregate Statements of Work do not exceed \$10,000,000 and do not extend the term of the agreements.

(Presenter: William L. Gilbert, Director, 580-6150)

#### **COUNTY AND CHIEF EXECUTIVE OFFICER GOALS & OBJECTIVES**

**Provide for the Safety, Health and Social Service Needs of County Residents.**

#### **FINANCIAL IMPACT**

Approval of this item will not result in the use of Discretionary General Funding (Net County Cost) as the total aggregate not-to-exceed cost of \$10,000,000 is funded by State Medi-Cal, Federal Medicare, private insurances, and other departmental revenue. Funding sources may change in the future pending any legislative activity related to the repeal and/or replacement of the Affordable Care Act. Adequate appropriation and revenue have been included in the Arrowhead Regional Medical Center (ARMC) 2022-23 budget and will be included in future recommended budgets.

#### **BACKGROUND INFORMATION**

ARMC's Clinical Informatics Department will acquire additional support through the use of consultants to assist the hospital with the Epic implementation and training while permanent recruitment is underway. This will be provided through the use of five consulting firms selected from the Request for Proposal (RFP) process. The recommended agreements allow ARMC to consult with multiple firms that have the expertise and experience

providing technical and clinical consultants for all aspects of the implementation and training of the Epic electronic health record system.

The consultants will provide support and training to the department and support a smooth transition/hand off once permanent positions are filled.

Consultant staffing will facilitate ARMC's progression toward process improvement, implementation of new best practices, and use of industry-leading technology. With value-based services becoming the new norm in healthcare, ARMC continues to align itself with a structure that will allow for quality services at appropriate costs. ARMC will leverage the expertise of these consultants to enhance the current experience of San Bernardino County citizens through the analysis of current structures and the implementation of best demonstrated practices. ARMC currently has two contracts in place that have successfully provided professional consultancy services since 2019, which will expire on December 1, 2022.

The specific projects will be defined by Statements of Work, which will detail the services to be provided, resources to be utilized, the deliverables, and the amount of fees to be paid, subject to the terms and conditions of the underlying agreements. Approval of Recommendation No. 2 will authorize the Director of ARMC to approve and execute the Statements of Work and amendments to Statements of Work, subject to review by County Counsel, so long as they do not exceed \$10,000,000 in aggregate or extend the term of the agreements.

The agreements with the vendors are based on the County standard contract, negotiated by the parties, with the following non-standard contract terms:

Agreement with Tegria Services Group - US, Inc. (Tegria)

1. Tegria's indemnification obligation is limited to claims arising out of its negligent acts, negligent errors, negligent omissions, intentional misconduct, or illegal actions, and does not apply to claims which were materially caused by the County's own negligence, intentional misconduct, or illegal conduct.
  - The County's standard general indemnity provision requires the contractor to indemnify, defend, and hold the County harmless from third party claims arising out of the acts, errors, or omissions of any person.
  - Potential Impact: To the extent that a claim arises that falls outside the scope of Tegria's limited indemnification obligation, the County could be solely financially liable in defending the claim and paying any resulting settlement/judgment.

Agreement with Eight Eleven Group, LLC dba Medasource (Eight Eleven)

1. Eight Eleven's indemnification obligation is limited to claims arising out of its negligent acts, errors, or omissions or willful misconduct.
  - The County's standard general indemnity provision requires the contractor to indemnify, defend, and hold the County harmless from third party claims arising out of the acts, errors, or omissions of any person.
  - Potential Impact: To the extent that a claim arises that falls outside the scope of Eight Eleven's limited indemnification obligation, the County could be solely financially liable in defending the claim and paying any resulting settlement/judgment.
2. Eight Eleven limits its liability for any consequential, exemplary, special, or punitive damages or expenses or lost profits, except with respect to claims that arise out of its confidentiality obligations or responsibilities under the Business Associate Agreement.

- The County standard contract does not include any limitations of liability for the contractor.
- Potential Impact: To the extent the County sustains any of the listed damages as a result of conduct by Eight Eleven, the County is waiving the ability to recover such damages.

Agreement with Optimum Healthcare IT LLC (Optimum)

1. Optimum's indemnification obligation is limited to claims arising out of the fault of Optimum.
  - The County's standard general indemnity provision requires the contractor to indemnify, defend, and hold the County harmless from third party claims arising out of the acts, errors, or omissions of any person.
  - Potential Impact: To the extent that a claim arises that falls outside the scope of Optimum's limited indemnification obligation, the County could be solely financially liable in defending the claim and paying any resulting settlement/judgment.
2. The agreement does not include certain standard County insurance requirements, including the requirements relating to deductibles or self-insured retentions, insurance review, and proof of coverage.
  - The County standard contract requires contractors to carry appropriate insurance at limits and under conditions determined by the County's Risk Management Department.
  - Potential Impact: Without all of the standard provisions addressed above, the County has no reassurance that Optimum will maintain adequate and sufficient insurance to provide coverage to the County in the event of a claim. Insufficient coverage could result in expenses that exceed the total agreement amount, leaving the County financially liable for the claims.

Agreement with Nordic Consulting Partners, Inc. (Nordic)

1. Nordic's indemnification obligation is limited to intellectual property infringement claims and personal injury (including death) and property damage claims that arise out of the acts or omissions of Nordic.
  - The County's standard general indemnity provision requires the contractor to indemnify, defend, and hold the County harmless from third party claims arising out of the acts, errors, or omissions of any person.
  - Potential Impact: To the extent that a claim arises that falls outside the scope of Nordic's limited indemnification obligation, the County could be solely financially liable in defending the claim and paying any resulting settlement/judgment.
2. Nordic disclaims liability for indirect, special, incidental, consequential damages, and except for claims based on indemnification, gross negligence, intentional conduct, and violations of law, Nordic limits its aggregate liability for any direct damages to five times the amount paid under the applicable Statement of Work or, with respect to breaches of the Business Associate Agreement, to \$3,000,000.
  - The County standard contract does not include a limitation of liability.
  - Potential Impact: Nordic caps its liability to the County as stated above. Claims could exceed the liability cap and the agreement amount leaving the County financially liable for the excess. In addition, the County's liability under the agreement is not similarly limited.

The agreement with 314e is based entirely on the standard County contract terms.

ARMC recommends approval of the contracts with Nordic, 314e, Eight Eleven, Optimum, and Tegria, including any non-standard terms, as these agreements will provide the technical expertise and experience to ARMC in application development and maintenance services, program management, clinical application development

and support, analysis, programming, architecture, data management, reporting, quality assurance, optimization services, workflow design and optimization, and project management. Additionally, the awarded vendors will support the management clinical health information systems for ARMC as recruitment for the vacant positions continues.

### **PROCUREMENT**

The County Administrative Office approved RFP No. ARMC123-ARMC-4683 for Clinical Informatics Consultant Staffing on August 5, 2022. The intent of the RFP was to provide interim professional consultancy services on an as-needed basis for the ongoing Epic electronic health record implementation, while recruitment was ongoing to staff the full-time positions. The RFP was released through the County's Electronic Procurement network on August 8, 2022 and proposals were due from vendors on August 29, 2022. Seventeen proposals were received in response to the RFP.

Evaluation of the proposals was completed by a committee comprised of representatives from ARMC's Clinical Informatics Department, Fiscal Administration, and Materials Management. All proposals were evaluated based on qualifications and experience, financials, cost, references, and technical review. Based on the foregoing factors, the evaluation committee determined that Nordic, Optimum, 314e, Eight Eleven, and Tegria best meet ARMC's needs and recommends them for a contract.

The company names and locations of all proposers who submitted a proposal in response to the RFP are provided below:

<b>Proposer</b>	<b>Location</b>
314e Corporation	6701 Koll Center Parkway #340, Pleasanton, CA 94566
AgreeYa Solutions, Inc.	605 Coolidge Drive, Suite 200, Folsom, CA 95630
Cogent Infotech Corporation	1425 Greenway Drive, Suite 340, Irving, TX 75038
Compu-Vision Consulting Inc.	2050 Route 27 Suite 202, North Brunswick, NJ 08902
ECG Management Consultants	11512 El Camino Real, Suite 200, San Diego, CA 92130
Eight Eleven Group, LLC dba Medasource	8395 Keystone Crossing, Suite 300, Indianapolis, IN 46240
Experis US, LLC	100 Manpower Place, Milwaukee, WI 53212
Fulcrum Consulting Inc. dba Contineo Health	103 Carnegie Center, Suite 300, Princeton, NJ 08540
HealthAll Consulting Inc.	310 Bear Hill Road, North Andover, MA 01845
iMethods	4230 Southpoint Parkway S, Jacksonville, FL 32216
Kapital Data Corp	P.O. Box 159, Langhorne, PA 19047
Medix Staffing Solutions, Inc.	18500 Von Karman Avenue, Suite 380, Irvine, CA 92612
Nordic Consulting Partners, Inc.	2601 West Beltline Highway, Suite 600, Madison, WI 53713
Optimum Healthcare IT LLC	1300 Marsh Landing Parkway, Suite 105, Jacksonville Beach, FL 32250
Tegria Services Group - US, Inc.	1255 Fourier Drive, Suite 101, Madison, WI 53717-1934
Tek Systems - Aston Carter	7347 Race Road, Hanover, MD 21076
The Huntzinger Management Group, Inc.	201 South Blakely Street #154, Dunmore, PA 18512

All proposals were evaluated, and the evaluation panel recommends Nordic, Optimum, 314e, Eight Eleven, and Tegria for award. No protests were received.

The Purchasing Department approves of this procurement based on the formal, competitive solicitation referenced above.

**REVIEW BY OTHERS**

This item has been reviewed by County Counsel (Charles Phan, Deputy County Counsel, 387-5455) on November 4, 2022; Purchasing (Ariel Gill, Buyer, 777-0722) on October 21, 2022; Risk Management (Victor Tordesillas, Director, 386-8623) on November 4, 2022; Human Resources (Gina King, Deputy Director, 387-5571) on October 27, 2022; ARMC Finance (Chen Wu, Finance Budget Officer, 580-3165) on October 24, 2022; Finance (Jenny Yang, Administrative Analyst, 387-4884) on October 28, 2022; and County Finance and Administration (Diane Atkeson, Deputy Executive Officer, 387-5423) on October 28, 2022.