



**Problem Resolution Report
CoSD Contract No. 568996
Electronic Health Records Program
Management Services Resource Unit
Peraton/CoSD-127**



Date: June 23, 2023

Summary:

In accordance with the provisions of the IT and Telecommunications Service Agreement by and between the County of San Diego (“County”) and Peraton Enterprise Solutions LLC (“Contractor”) and hereinafter collectively referred to as “the Parties”) with Effective Date November 15, 2016 (“the Agreement”), agreement is reached on the Effective Date shown below.

Issue or Problem:

County of San Diego’s Health and Human Services Agency utilizes the Cerner Millennium Electronic Health Records (EHR) solution to support an enterprise-wide view of clinical information to coordinate patient care.

County of San Diego’s Health and Human Services Agency is requesting Contractor to provide services to support the expansion of the EHR.

Resolution:

1. Effective April 17, 2023, the Electronic Health Records Program Management Services Resource Unit (RU) is added to the Agreement with a corresponding monthly RU Fee of \$55,000.
2. Parties have selected Mr. David Moya as EHR Program Manager, with retroactive commencement date April 17, 2023.
3. Sub-section 10.1. Personnel under RELATIONSHIP MANAGEMENT of the Base Terms and Conditions is amended by adding sub-section 10.1.1 B. Contractor Named Personnel, as per Attachment 1 to this PRR. Contractor Key Personnel is renumbered accordingly to 10.1.1 A Contractor Key Personnel.
4. Schedule A – Definitions is amended by adding the “Contractor Named Personnel” definition as follows:

49. CONTRACTOR NAMED PERSONNEL

“Contractor Named Personnel” shall mean those personnel of Contractor and its Subcontractors who are so designated in Report 42 – Contractor Organizational Chart.



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Contractor Named Personnel definition shall be inserted as number 49 and the list of Definitions thereafter shall be renumbered accordingly.

5. Report 42 – Contractor Organizational Chart is amended by adding the Named Positions /Named Personnel table below.

Schedule 5 Report # 42 - Contractor Organizational Chart
Named Positions /Named Personnel

Named Personnel	Named Position
First and Last	Position Title

Report 42 Frequency not limited to Annual and may be requested on-demand.

6. Schedule 16.1-4 – Labor Categories is amended by adding Section 4 – Named Personnel Categories, as per Attachment 2 to this PRR.

7. Schedule 4.3 – Operational Services is amended as follows:

- a. Section 7.1 is amended to add Electronic Health Records (EHR) Program Management Services as a third requirement. Section 7.1 is replaced by the following language:

7.1 Overview

Applications Services consists of three separate sets of requirements, roles and responsibilities:

- Applications Maintenance and Operations (M&O) Services – support for Applications in production.
- Applications Development Services – development of new software.
- Electronic Health Records (EHR) Program Management Services – support for existing EHR and implementation of additional EHR capabilities.

- b. Section 7.4 - Electronic Health Records (EHR) Program Management Services is added as per Attachment 3 to this PRR.

8. Exhibits 16.1-1, and 16.1-6 are amended to add Electronic Health Records (EHR) Program Management Services RU, as per Attachments 4 and 5 to this PRR.



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The resolution of the issue or Problem as described in this Problem Resolution Report shall govern the Parties' actions under the Agreement until a formal amendment of the Agreement is implemented in accordance with the terms of the Agreement, at which time this Problem Resolution Report shall be deemed superseded and shall be null and void.

All other terms and conditions of the Agreement remain unchanged, and the Parties agree that such terms and conditions set forth in the Agreement shall continue to apply. Unless otherwise indicated, the terms used herein shall have the same meaning as those given in the Agreement.

IN WITNESS WHEREOF, The Parties hereto, intending to be legally bound, have executed by their authorized representatives and delivered this Problem Resolution Report as of the date first written above.

COUNTY OF SAN DIEGO

JOHN M. PELLEGRINO, Director
Department of Purchasing and Contracting

By: *John M. Pellegrino*
Name: Jack Pellegrino
Title: Director
Date: Jun 29, 2023

PERATON ENTERPRISE SOLUTIONS LLC

By: *Max Pinna*
Name: Max Pinna
Title: Contracts Manager
Email: max.pinna@peraton.com
Date: Jun 29, 2023

By electronically signing this document, all parties accept the use of electronic signatures.

Adobe Acrobat Sign Transaction Number: CBJCHBCAABAAEmBCbQ034fkDZsWqQg2_v-CI-Omr-8S

10. RELATIONSHIP MANAGEMENT

10.1. Personnel

10.1.1. A. Contractor Key Personnel

Each of the Contractor Key Personnel shall have the functions assigned to him or her as set forth in Schedule 10.1.1, as such Schedule may be modified from time-to-time in accordance with this Agreement. The County shall have the right to interview, as the County deems necessary, and participate in the selection of, the Contractor Key Personnel and Account Executive, and Contractor shall not (i) designate any Contractor Key Personnel or its Account Executive or (ii) change any Key Personnel without the County's prior written consent. The Parties acknowledge that certain Transitioned Employees will be designated as Contractor Key Personnel by mutual agreement of the Parties before or concurrently with the applicable Cutover Date. Contractor shall obtain the County's prior written consent at least thirty (30) days in advance of any assignment given to any Contractor Key Personnel resulting in the alteration or reduction of time expended by such Contractor Key Personnel in performance of Contractor's duties under this Agreement. If any one of the Contractor Key Personnel is reassigned, becomes incapacitated, the County requests the Contractor Key Personnel's removal pursuant to Section 10.2 or ceases to be employed by Contractor and therefore becomes unable to perform the functions or responsibilities assigned to him or her, Contractor shall, within forty-eight (48) hours, replace such person with another person approved by the County and that is at least as well qualified as the person who initially performed that person's functions. For purposes of this Section 10.1.1, the movement of Contractor Key Personnel from the employ of Contractor to an Affiliate of Contractor shall be considered a reassignment requiring the County's consent and not a cessation of employment.

Upon receipt of a reasonable request from the County, Contractor shall promptly provide resumes to the County for any Contractor Key Personnel performing Services under the Agreement. In addition, upon receipt of a reasonable request from the County, Contractor shall provide the County with resumes for any Contractor personnel providing subject matter expertise in connection with the performance of "complex projects" for the County, which "complex projects" shall be defined as: (i) projects that are estimated to require more than two thousand hours of effort; (ii) projects that introduce new technologies to the County, or (iii) projects that require a high degree of additional integration.

10.1.1 B. Contractor Named Personnel

Each of the Contractor Named Personnel shall have the functions assigned to him and documented in Schedule 5 - Report 42, as modified from time-to-time in accordance with this Agreement. The County shall have the right to verify the Named Personnel's qualifications and skills, and Contractor shall not (i) designate any Contractor Named Personnel or (ii) change any Named Personnel without the County's prior written consent.

Exhibit 16.1-4 Labor Categories

4. NAMED PERSONNEL CATEGORIES

4.1 Electronic Health Records (EHR) Program Manager

The EHR Program Manager is responsible for the Electronic Health Records (EHR) implementation and support services of existing EHR.

The EHR Program Manager shall work directly with the Health and Human Services Agency (HHSA), the Director, IT Services and/or other leader(s) designated by the HHSA Director;

Education and/or Experience:

- Bachelor's degree or equivalent relevant work experience;
- 5+ years of relevant experience in IT program management;
- 3+ years of relevant Health and Human Services domain experience;
- 3+ years of program management of Electronic Health Record solution deployments at large healthcare organizations;
- 3+ years of experience working in health IT supporting hospital and/or clinical operations;

In addition, the EHR Program Manager preferably should have the following qualifications:

- 7+ years of relevant Health and Human Services domain experience;
 - 5+ years of program management of EHR solution deployments at large healthcare organizations;
 - 5+ years of experience working in health IT supporting hospital and/or clinical operations
- Develops technical program/project management best practices/templates and provide training/mentoring to project teams;

PRR 127 - Electronic Health Records (EHR) Program Management Services – Attachment 3

7.4 Electronic Health Records (EHR) Program Management Services

7.4.1 Overview

7.4.2.1 EHR Program Management Services support the use of existing EHR and implementation of additional EHR capabilities to meet operational needs. EHR Program Management Services shall have a designated EHR Program Manager under the Agreement and will be staffed accordingly.

7.4.2.2 EHR Program Management Services shall be provided to various Health and Human Services Agency (HHS) programs including but not limited to HHS Information Technology Services (ITS) and staff and contractors involved in the implementation and/or support of clinical systems in HHS.

7.4.3 High Level Requirements

7.4.3.1 Contractor shall engage a qualified EHR Program Manager.

7.4.3.2 The EHR Program Manager shall work with HHS Director, ITS and/or other leader(s) designated by the HHS Director.

7.4.3.3 The EHR Program Manager shall develop technical program/project management best practices/templates and provide training/mentoring to project teams.

7.4.3.4 The EHR Program Manager shall monitor dependencies across multiple interrelated technical projects.

7.4.2.5 The EHR Program Manager shall gather and report consolidated technical project status and financial information to HHS leadership.

7.4.3.5 The EHR Program Manager shall assist a central governing body to review/audit adherence to methodologies, budgets, and timing.

7.4.3.6 The EHR Program Manager shall assist HHS leadership in managing EHR projects/programs.

7.4.3.7 The EHR Program Manager shall oversee short to mid-term (1-3 years) EHR strategy execution and operations in alignment with HHS objectives.

7.4.2.9 The EHR Program Manager shall provide oversight of multiple concurrent clinical systems projects.

7.4.2.10 The EHR Program Manager shall make decisions which have a serious impact on the overall success or failure on area of accountability.

7.4.2.11 The EHR Program Manager shall collaborate with project managers and business sponsors to ensure value delivery.

7.4.2.12 The EHR Program Manager shall provide recommendations, performance metrics, and measurements based on HHS goals.

7.4.2.13 The EHR Program Manager shall monitor project portfolio reporting and provide program-level reporting to stakeholders.

**PRR 127 - Electronic Health Records (EHR) Program Management Services –
Attachment 3**

- 7.4.2.14 The EHR Program Manager shall gather, manage, and prioritize high-level operational requirements to be leveraged in the development of solutions to meet HHSA business needs.
- 7.4.2.15 The EHR Program Manager shall advise and support HHSA stakeholders on Contractor's processes and standards.
- 7.4.2.16 The EHR Program Manager shall coordinate work request submissions.
- 7.4.2.17 The EHR Program Manager shall maintain list of HHSA clinical system projects and priorities.
- 7.4.2.18 The EHR Program Manager shall perform a monthly program review to include a summary of program management activities, relay HHSA requests, review active project log and status, and identify Contractor support needs for upcoming projects.

PRR 127 - Electronic Health Records (EHR) Program Management Services - Attachment 4

Exhibit 16.1-1 Resource Unit Price Summary

Resource Unit (RU)	*Reference	Unit of Measure	Pricing Method	Bundle	Measurement Method	Volumes (per Contract Year)	RU Fee (90-110% band)	Baseline Annual Fee	RU Fee (70% to 80% band)	RU Fee (80% to 90% band)	RU Fee (110% to 120% band)	RU Fee (120% to 130% band)	RU Fee (130% to 150% band)	RU Fee (150% to 200% band)	Depreciation Period (in Years)
Electronic Health Records Program Management Services	Schedule 4.3 - Section 7.4	Month	Fixed Monthly Fee Per Unit		Specific	12	\$ 55,000.00	\$ 660,000.00	NA	NA	NA	NA	NA	NA	NA

PRR 127 - Electronic Health Records (EHR) Program Management Services - Attachment 5

Exhibit 16.1-6 Resource Unit Price Summary Option Term

Resource Unit (RU)	*Reference	Unit of Measure	Pricing Method	Bundle	Measurement Method	Volumes (per Contract Year)	RU Fee (90-110% band)	Baseline Annual Fee	RU Fee (70% to 80% band)	RU Fee (80% to 90% band)	RU Fee (110% to 120% band)	RU Fee (120% to 130% band)	RU Fee (130% to 150% band)	RU Fee (150% to 200% band)	Depreciation Period (in Years)
Electronic Health Records Program Management Services	Schedule 4.3 - Section 7.4	Month	Fixed Monthly Fee Per Unit		Specific	12	\$ 57,200.00	\$ 686,400.00	NA	NA	NA	NA	NA	NA	NA