

**SUBMITTAL TO THE RIVERSIDE UNIVERSITY HEALTH
SYSTEM MEDICAL CENTER GOVERNING BOARD
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM
15.2
(ID # 8672)

MEETING DATE:

Tuesday, January 15, 2019

FROM : RUHS-MEDICAL CENTER:

SUBJECT: RIVERSIDE UNIVERSITY HEALTH SYSTEM- MEDICAL CENTER: Approve Amendment No 1 to the Agreement with Forward Health Group, Inc. To Extend the Period of Performance to December 31, 2020 and Increase the Contract Amount by \$1,007,576 for a Total Contract Amount of \$2,723,336. District 5 [Total cost \$2,723,336; up to \$272,334 in additional compensation]; 100% Hospital Enterprise Funds

RECOMMENDED MOTION: That the Governing Board:

1. Approve the Amendment No.1 to the Forward Health Group, Inc. Agreement for Services to extend the term of the Agreement through December 31, 2020, incorporate a new Statement of Work, and increase the total contract amount by \$1,007,576 for a total contract amount of \$2,723,336, and authorize the Chairman of the Board to execute Amendment No. 1 and Statement of Work No. 2 on behalf of the County; and,
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved by County Counsel to: sign amendments that do not change the substantive terms of the Agreement; and sign amendments to the compensation provisions that do not exceed the sum total of 10% of the total annual cost of the contract, including the annual CPI rate.

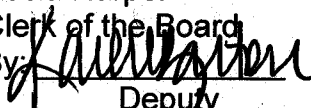
ACTION: Policy


Jennifer Cruikshank, Chief Executive Officer - Health System 1/10/2019

MINUTES OF THE GOVERNING BOARD

On motion of Supervisor Hewitt, seconded by Supervisor Washington and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: January 15, 2019
xc: RUHS-Medical Center, Purchasing

Kecia Harper
Clerk of the Board
By: 
Deputy

**SUBMITTAL TO THE RIVERSIDE UNIVERSITY HEALTH
SYSTEM MEDICAL CENTER GOVERNING BOARD OF DIRECTORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year	Next Fiscal Year	Total Cost	Ongoing Cost
COST	\$667,576	\$340,000	\$2,723,336	\$
NET COUNTY COST	\$	\$	\$	\$
SOURCE OF FUNDS: Hospital Enterprise Fund			Budget Adjustment: No	
			For Fiscal Year: 18/19	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On June 7, 2016 (agenda item no. 3-33), the Board of Supervisors approved a sole sourced services agreement with Forward Health Group (FHG) to purchase software services that were essential to achieve cost of care and quality goals that satisfied state requirements for the PRIME and GPP payment programs. The original contract amount was \$1,715,760 total over a four-year period effective May 18, 2016 to May 17, 2020.

QIP is a new pay-for-performance program for California's public health system that converts funding from previously-existing supplemental payments into a value-based structured. The RUHS QIP program, potentially worth \$25M for 2018 and 2019, respectively, is tied to the achievement of performance on a set of clinically-established quality measures for Medi-Cal managed care enrollees. Specifications for new measures in QIP were only recently released. After analyzing the work effort to be able to report on these new measures, it was determined that RUHS data analytics team would not be able to meet the stringent timeline requirement without vendor assistance. This amendment to the original FHG agreement seeks to:

1. Extend the period of performance from June 7, 2020 to December 31, 2020;
2. Add \$760,000 to the original contract amount of \$1,715,760 bringing the total contract amount to \$2,475,760; and
3. Create a 10% contingency fund for the contract value at \$247,576 (10% of \$2,475,760) to be used at the discretion of RUHS for potential measure changes over the course of the remainder of the contract, bringing the final contract amount to \$2,723,336.

Impact on Residents and Businesses

This software allows participation in PRIME and GPP, both designed to improve patient care. Additionally, it will help the Medical Center qualify for \$380 million in revenue over five years.

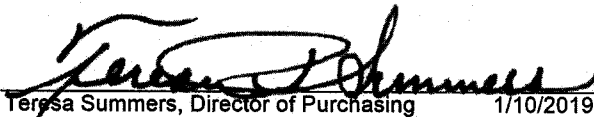
Additional Fiscal Information

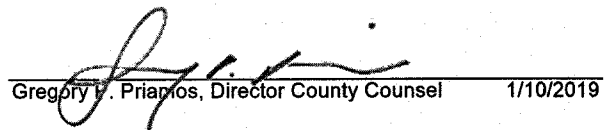
**SUBMITTAL TO THE RIVERSIDE UNIVERSITY HEALTH
SYSTEM MEDICAL CENTER GOVERNING BOARD OF DIRECTORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

	<u>Year 1</u> <u>5/18/16 -</u> <u>5/17/17</u>	<u>Year 2</u> <u>5/18/17 -</u> <u>5/17/18</u>	<u>Year 3</u> <u>5/18/18 -</u> <u>5/17/19</u>	<u>Year 4</u> <u>5/18/19 -</u> <u>5/17/20</u>	<u>Year 5</u> <u>5/18/20 -</u> <u>5/17/21</u>	<u>TOTAL</u> <u>OVER 5</u> <u>YEARS</u>
Form 11						
ORIGINAL CONTRACT	\$103,500	\$405,252	\$402,336	\$402,336	\$402,336	\$1,715,760
			<u>10/1/18-</u> <u>12/15/18 and</u> <u>12/16/18</u>	<u>12/16/2019</u>		
Amendment 1			\$420,000	\$340,000		\$760,000
NEW CONTRACT VALUE						\$2,475,760
10% contingency						\$247,576
TOTAL NEW CONTRACT VALUE						\$2,723,336

Contract History and Price Reasonableness

RUHS and Forward Health Group, Inc. have negotiated price concessions saving the County over 42 percent a year on the annual subscription amount. Additionally, the vendor has also conceded to breaking the initial implementation costs into a milestone-based payment schedule.


Teresa Summers, Director of Purchasing 1/10/2019


Gregory V. Priaplos, Director County Counsel 1/10/2019

COUNTY OF RIVERSIDE
AMENDMENT NO. 1 TO THE AGREEMENT
WITH
Forward Health Group, Inc.

Original Contract Term:	June 7, 2016 through June 7, 2020
Contract Term Extended To:	December 31, 2020
Effective Date of Amendment:	January 15, 2019
Original Maximum Contract Amount:	\$1,715,760
Amended Maximum Contract Amount:	\$2,723,336

This Amendment No. 1 to the Forward Health Group, Inc. Agreement for Services (“First Amendment”) is entered into by and between the County of Riverside, a political subdivision of the State of California (“COUNTY”), and Forward Health Group, Inc., a Delaware corporation (“CONTRACTOR”), sometimes collectively referred to as the “Parties”.

RECITALS

WHEREAS, COUNTY and CONTRACTOR entered into that certain Forward Health Group, Inc. Agreement for Services, effective June 7, 2016 (the “Agreement”);

WHEREAS, the Parties now desire to amend the Agreement to extend the contract term and include additional services.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. The above recitals are true and correct, and are incorporated herein by reference.
2. The Termination Date of the Agreement identified in Section 5 of Schedule A of the Agreement is hereby amended to extend the term of the Agreement to December 31, 2020.
3. The Agreement is hereby amended to add the Statement of Work No. 2, attached hereto and incorporated herein by reference.
4. Section 3 of Schedule B is hereby deleted in its entirety and replaced with the following:

3 Solution Overview

RUHS seeks a population health technology and data analytics service to measure the overall quality of care delivered across its provider network specifically as it relates to the effective management, coordination, and surveillance of its California Public Hospital Redesign and Incentives in Medi-Cal (PRIME) program initiatives.


5. All other terms and conditions of the Agreement not modified herein shall remain unchanged. The provisions of this First Amendment shall prevail over any

COUNTY OF RIVERSIDE
AMENDMENT NO. 1 TO THE AGREEMENT
WITH
Forward Health Group, Inc.

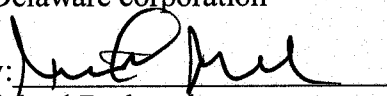
inconsistency or conflicting provisions of the Agreement, as heretofore amended, and shall supplement the remaining provisions thereof.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this First Amendment.

COUNTY OF RIVERSIDE, a political
subdivision of the State of California

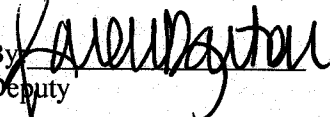
By: 
Kevin Jeffries, Chairman
Board of Supervisors
Dated: JAN 15 2019

FORWARD HEALTH GROUP, INC.
a Delaware corporation

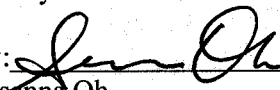
By: 
Michael Barbouche
Founder/CEO
Dated: 9 JAN 2019

ATTEST:

Kecia Harper
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: 
Susanna Oh
Deputy County Counsel



SOW No. 2 - Quality Incentive Pool

Presented by:

Forward Health Group

RUHS Executive Sponsors:

Vikram Kumar, MD

Angela Simpkins, Director of Quality Programs

FHG Executive Sponsor:

Todd Christiansen, President

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This Statement of Work No. 2 ("SOW No. 2") is issued as of the SOW No. 2 Effective Date and is made pursuant to and governed by the Master Services Agreement ("Agreement") between the County of Riverside, California on behalf of Riverside University Health System ("RUHS") and Forward Health Group ("FHG"), effective June 7, 2016. FHG shall perform the Services and deliver the deliverables specified below on or before the specified due dates, and shall perform all its duties and obligations set forth in the Agreement, which is incorporated herein by reference. FHG's compensation, including reimbursement of expenses, shall be as stipulated below. Capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement.

A. Problem Definition

Business Need and Resolution

California Quality Incentive Pool (QIP), is a performance improvement California waiver program and a logical extension of the PRIME waiver program. QIP is an ongoing incentive program representing an important revenue stream to RUHS. QIP is intended to incentivize RUHS for improving performance at least 20 metrics from a pool of 26 metrics for performance year one. RUHS expects that the required number of quality metrics and that some of the metrics themselves will be changed by California Department of Health Care Services (DHCS) over time.

FHG has provided analytics and program support for RUHS and another Southern California health system, and is also providing the QIP analytics for another California health system. Based upon FHG's knowledge and familiarity with RUHS, PRIME and QIP, RUHS has engaged FHG to provide their QIP analytics support. FHG will conduct this effort on behalf of RUHS with oversight and guidance from RUHS on a mutually agreed upon schedule not to exceed monthly which will support RUHS's quality improvement initiatives.

B. Term and Termination

The initial term of this SOW No. 2 shall be the twenty seven (27) month period of the QIP program commencing on the Effective Date of October 1, 2018 through December 31st 2020. Notwithstanding the foregoing, the term of this Agreement is subject to termination, as provided in Section 17 of the Agreement effective June 7, 2016.

D. Project Description

BASELINE REPORTING: The first phase of the QIP project is a rapid installation of all 26 QIP measures. FHG will deliver draft output files of all 26 measures in accordance with deliverable dates identified in the Week by Week ("WbW") schedule.

FHG and RUHS leadership, management and staff, at all levels, must make a good faith effort to manage the risks that might undermine data integrity of QIP installation. FHG will meet deliverable dates as noted in the WbW. Risks and issues that have the potential to prevent a deadline from being met will be called out each week in a weekly progress report. If FHG misses

the December 10, 2018 deliverable due to an unresolved issue that is solely the responsibility of FHG, RUHS will have the option of withholding the Quality Holdback defined in Section F. FEES.

PROGRAM REFINEMENT: After completion of the Initial Baseline Reporting period, FHG and RUHS will enter into a second phase in which Data Quality and Refinement will become the primary work activity in Q1 2019. During this phase, RUHS and FHG will work through iterative changes to the measure definitions and data refinement aimed to improve the quality, completeness and accuracy of data reported during baseline reporting. Program refinement will ensure that all data meets the DHCS required standard for data integrity. At a minimum all data must be:

- **Attributable**--establishing who performed an action and when;
- **Legible**--recorded permanently in a durable medium, readable by others, with traceable changes;
- **Contemporaneous**--with activities recorded at the time they occur (when an activity is performed or information is obtained); and
- **Accurate**--reflecting the true information

The current monthly delivery schedule of PRIME output files will be separately managed from the work efforts associated with QIP.

During the program refinement period, FHG and RUHS will collaborate and agree on the output file architecture for each metric. FHG will produce a data dictionary for each metric containing the name of each data element and a description of each data element included in each file.

FHG and RUHS will create mutually agreed upon Project Control Documentation (Week by Week ("WbW") Schedule, etc.) to govern work together. RUHS will submit data by the agreed upon date set forth in the week by week report. Within 3 business days of receipt of complete data from RUHS, FHG will provide a Data Scan report. If RUHS fails to deliver data completely or by the date agreed to in the schedule, FHG will work with RUHS to revise the project schedule. If FHG fails to deliver the Data Scan and other deliverables for this phase, on the mutually agreed upon schedule, RUHS will have the option of withholding the Quality Holdback defined in Section F. FEES.

MAINTENANCE/STEADY STATE: After successful Program Refinement is completed in Q1 2019, the QIP project will enter Maintenance/Steady State. RUHS has stated that during maintenance the number of output files will be reduced to twenty (20) measures, prioritizing those metrics selected by RUHS and any additional required metrics introduced by DHCS for the current QIP performance year

FHG and RUHS acknowledge that DHCS has indicated that changes to the metrics are expected likely resulting in many metrics being retired and replaced

Additional measures beyond the 20 measures included with the scope of this SOW No. 2 will be billed at the rate schedule defined in Table 1.

Table 1 – Additional Configurations

Analytics	One Time Fee	Annual Recurring Fee
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Single	\$15,000	\$8,000
Block of 5 Measures *	\$45,000	\$26,000

* Blocks of 5 measures may be procured and will be implemented in up to 3 phases per year. The annual recurring fee will be prorated based upon the number of remaining months in the contract year.

Each Q1 RUHS and FHG agree to participate in data deep dive meetings to ensure the quality of the data from Epic has not been impacted by the annual software updates that occurs in November.

FHG will provide monthly output files to RUHS for the identified measures in accordance with the Project Control Documents.

The Project Control Documents will include the delivery of the monthly data scan report which outlines the results of the quality assurance checks and validations to be completed by FHG prior to delivery. Subsequent RUHS validations and requests for corrections of errors shall be completed within 5 business days. FHG corrections of the validation requests shall be delivered to RUHS within 5 business days.

During this phase of the project, RUHS will sign off on measure definitions and deliver complete data on or in advance of the agreed upon deliverable date on the monthly project schedule. Within 3 business days of receipt of data from RUHS, FHG will provide a Data Scan report.

If RUHS fails to deliver data completely or by the date agreed to in the schedule, FHG will work with RUHS to revise the project schedule accordingly, and FHG will deliver the Data Scan based upon the revised schedule. In addition, FHG will provide a monthly update to progress against the mutually agreed upon monthly schedule (status of requested measure changes, data elements needed and acquired, etc.) that details the construction and delivery of the measure definitions and output files against the agreed upon project plan as documented. In any month that FHG does not meet the deliverables as described and on-time due solely to factors that are the responsibility of FHG, RUHS has the option to withhold the monthly Quality Holdback defined in Section F. FEES.

At any point in time, and with mutual agreement of both parties, the number of reported measures or deliverable due dates can be modified in accordance with the Project Change Request (PCR) processes outlined in A-1 of Appendix A.

Definitions:

Data Scan: The Data Scan is a report that includes a listing of files received, comparisons to previous file uploads where applicable, numerator and denominator counts with comparisons to previous runs, and any significant findings. The Data Scan report will include source data file row count, column count and file size for each file sent to FHG. The report will call out any changes that are more than +/- 5% compared to the last files received.

Project Control Documentation: Detailed Week by Week plan includes tasks and responsible parties assigned to each task. FHG will also manage and publish project controls to include at

minimum risks, action items, issues, and decisions to be updated not less than weekly during the Baseline Reporting and Program Refinement phases.

Measure Change: A change to an RUHS approved measure definition specification document. If the contents of an output file do not follow the approved logic as documented, then it will be considered a correction and not a measure change.

Measure Definition Document: The specifications for each output file and QIP measure containing the defined measure and additional detail to support traceability from the definition to the output file.

Output File: An "output file" is a text file in .csv format containing a set of FHG IDs, RUHS-internal demographics (MRN, name, etc.), and measure elements (e.g. encounters, diagnoses, procedures, metric keys, etc.) that are used to create a measure population and numerators. In general, output files include the entire population for a given measure. The measure elements themselves will vary from measure to measure. The demographic elements and numerator/denominator columns are similar across measures. Output files must meet all required stratification criteria as defined by the final CAPH QIP Reporting Manual for each reporting period.

Quality Assurance Checks: Prior to delivery of output files, FHG will run quality assurance processes on each file to ensure that the output file data matches the logic in the RUHS approved measure definition document.

D. Initial Approach

FHG is pleased to support RUHS's endeavors to use data driven approaches for improving provider performance, quality of care and financial performance of the organization for QIP. After initial discussions with the joint project team from FHG and RUHS, it is agreed that FHG will provide the following solutions:

- Complete the analytics on all 26 QIP measures for the baseline 2018 reporting year, on a mutually agreed upon schedule.
- Delivery of final files will be delivered as completed as and no later than 12/10/2018.
- Intensive iterative validation period with multiple re-run of files during Q1 2019.
- Produce Monthly output files of the 20 selected QIP metrics estimated to begin Q1 2019.
- Data delivered in mutually agreed upon output file format.
- Up to sixty (60) specific measure revisions supported per year. Additional revisions requested will result in additional charges.

E. Scope & Schedule

Under this SOW No. 2, FHG will build and deploy up to twenty-six (26) total measures addressing clinical quality and performance measurement in service of QIP during the Baseline Reporting Phase and Program Refinement Phase. FHG will deliver the output files for the 20 measures selected by RUHS on a monthly basis. In addition, RUHS can revise or alter measures up to sixty

(60) times at no additional charge. Metric revisions required due to DHCS specification changes or completed on the scheduled monthly refresh will not be included in the 60 times/yr.

To accommodate RUHS's requirement to phase the deployment of the measures, FHG will work with RUHS to identify cadence and appropriateness of measure build against the master project schedule. The Week by Week project schedule will be created and approved within one week of delivery to RUHS. Changes to the Week by Week project schedule will be accomplished in accordance with the Project Change Request (PCR) or Measure Change Request (MCR) language contained in Appendix A of this SOW No. 2.

Base Configuration

RUHS has expressed urgency regarding the need to have QIP metrics deployed in Q4 2018. Given this urgency, FHG agrees to the following deliverables and timeline:

Project deliverables & work product:

Table 1: Program Phases and FHG Responsibilities

Phase	FHG Responsibilities
Baseline Reporting	<ul style="list-style-type: none"> ● Detailed Week by Week project schedule ● Project control documents ● Measure specification and requirements documentation ● 26 Measure Output Files ● Data Scan report
Program Refinement	<ul style="list-style-type: none"> ● Data Scan report ● Detailed Week by Week project schedule ● Project control documents ● Revised measure specification and requirements documentation ● 26 Measure Output Files to be delivered Monthly ● Refine or alter measures up to sixty (60) times per year at no additional charge
Maintenance / Steady State	<ul style="list-style-type: none"> ● 20 Measure Output Files selected by RUHS Monthly ● Data Scan report ● Project control documents ● Refine or alter measures up to sixty (60) times per year

1. Project Charter
2. Week by Week Project Schedule
3. Measure definition/data scan
4. Final Data Scan
5. Measure Specification Requirements Documentation
6. Measure Output Files

Other FHG Responsibilities:

1. Planning & Discovery
 - a. Develop and administer Project Charter for the initial Baseline Reporting, Program Refinement and Steady State phases
 - b. Develop and administer project control documents for recurring monthly reporting periods
 - c. Administer the program change control process for changes to measure definitions
 - d. Coordinate joint project planning meeting.
 - e. Conduct Data Element gap analysis meetings on an as needed basis
 - f. Manage signoff of deliverables and key milestones.
2. Build
 - a. Create Measure Specification Requirement Documentation.
 - b. Complete measure requirement documentation and obtain RUHS sign-off.
 - c. Define and configure data metrics.
 - d. Define agreed upon output file format.
 - e. Export output files to RUHS via SFTP.
3. Testing
 - a. Conduct preliminary testing and validation of output file for completeness/accuracy. FHG will provide a report of the results of the preliminary testing and validation of each output file to RUHS as part of the acceptance testing.
 - b. Facilitate RUHS Acceptance Testing including validation of measures and metrics.
 - c. Obtain RUHS Acceptance Testing sign-off.
 - d. Metrics will be automatically subject to re-run if > 5% error rate is found during RUHS validation.

Out of Scope:

- Attribution
- Implementation and maintenance of PopulationManager, PopulationCompass, or PopulationAbstractor.

Additional services not in scope under this SOW No. 2 will be managed in accordance with the Project Change Control procedures outlined in Appendix A-1 and priced according to Table 2 – Additional configurations.

F. Fees

This SOW No. 2's services and solution will be conducted on a fixed fee basis. The fixed price for performing the Services defined herein will be \$340,000 annually less holdback fees. During the first 12-month period of the program, RUHS will withhold 15% of the annual fees (\$51,000), which will be paid when FHG successfully achieves the associated holdback deliverable:

Table 4: Annual Fee Schedule

Invoice Date	FHG Fee	FHG Fee Less Holdback
October 1, 2018 - December 15, 2018	\$80,000	\$72,000
December 16, 2018	\$340,000	\$289,000
December 16, 2019	\$340,000	\$289,000

Total	\$760,000	\$658,000
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This price is exclusive of any charges incurred in terminating the Services, other reasonable expenses incurred in connection with the Services, and any applicable taxes.

Year 1 – RUHS will hold back 11.7% of fees for the year 1 fees payable on the following schedule:

Table 6: Year 1 Holdback Schedule

FHG Holdback	Holdback (\$)	Percent (%)
Submission for 2019 Reporting Period	\$17,000	5%
Monthly Maintenance and Steady State (April – Nov)	\$22,666	6.7%

Initial Submission for Baseline Reporting: Payable upon delivery of complete output files by FHG to RUHS..

Initial Program Refinement and Stabilization: No later than 3/31/2019, FHG will produce final measurement definitions and output files which will serve as a basis for monthly output files in the Maintenance and Steady State period. There is no holdback associated with the Program Refinement and Stabilization period.

Monthly Maintenance and Steady State: Each month FHG will deliver all output files, on the date scheduled in the Week by Week project schedule, and will meet the quality Control Guidelines defined in the SOW No. 2. When these quality and project schedule indicators are met, FHG will receive 1/8th the Monthly Maintenance and Steady State holdback (\$2,833.33).

Year 2 and 3 - RUHS will hold back 15% of year 2 fees payable as follows:

Table 7: 2020 Holdback Schedule

FHG Holdback	Holdback (\$)	Percent %)
Monthly Maintenance and Steady State	\$34,000	10%
Annual Submission	\$17,000	5%

Monthly Maintenance and Steady State: Each month FHG will deliver all output files, on the date scheduled in the Week by Week project schedule, and will meet the quality Control Guidelines defined in the SOW No. 2. When the quality and project schedule indicators are met, FHG will

receive 1/12th of the Monthly Maintenance and Steady State holdback (\$2,833.33)

Holdback fees in the Baseline Reporting and Program Stabilization phase will be reconciled and mutually agreed upon amounts will be determined by RUHS and FHG designated executives, and paid upon completion of each phase. Monthly Maintenance and Steady State fees will be reconciled monthly (either achieved or not achieved) by RUHS and FHG designated executives, these fees will be invoiced and paid semi-annually.

Annual Optimization: During Quarter 1 of each calendar year FHG and RUHS agree to participate in data optimization and logic deep dive meetings to ensure the continued accuracy of the data and that the logic used in the measure software continues to reflect the approved measured documents / DHCS requirements.

Annual Submission: Payable upon delivery of complete output files by FHG to RUHS to facilitate submission of the baseline data on or before 12/10/2018

Beginning in performance year 2 and continuing for each QIP performance year in which RUHS utilizes FHG's services, the complete set of output files for each performance year must be delivered no more than 5 business days after RUHS validation and successful user acceptance testing and at least 15 business days prior to the reporting deadline for the current performance year.

Data Archival: Upon termination or completion of the QIP program FHG must retain applicable clinical and quality improvement data documentation for a period of five years after final submission of Program Year reports and make such documentation available to RUHS in case of an audit conducted by external parties or upon a request by RUHS.

Out-of-Pocket Expenses

During the course of the Project, FHG will incur out-of-pocket expenses ("Expenses") including travel related expenses on RUHS's behalf and RUHS will reimburse FHG for these Expenses in addition to fees earned by FHG.

G. Assumptions and Constraints

Unless otherwise agreed to by FHG and RUHS and a Project Change Request is executed, the following assumptions and scope guide are as follows:

- Data Acquisition - RUHS will deliver source data no later than the 10th of each month via SFTP in a mutually agreed upon flat file format.
- This SOW No. 2 will include up to eight (8) data sources. RUHS will provide FHG with a current overview of the overall organizational ecosystem and the specific place and role each data source plays in that ecosystem. Currently identified Data sources include:
 - Epic – extracts provided by RUHS
 - Inland Empire Health Plan Data
 - Molina Health Plan Data
 - RUHS "inmates file"

- RUHS will utilize FHG's eMPI solution not more frequently than quarterly however FHG agrees that the eMPI will be refreshed 90 calendar days prior to reporting for QIP and PRIME.
- RUHS and FHG will provide timely and adequate resources to complete work on time as outlined in Section C of this SOW No. 2.
- RUHS will provide the leadership (clinical and administrative) and demonstrate the commitment to successfully lead the change management process to adopt new workflows and patient care delivery processes that will successfully achieve clinical transformation and benefits realization.
- Meeting the timelines for installation will be dependent upon RUHS approving requirements for the deliverables on schedule. Solution build will not commence until requirements are approved by RUHS, which approval shall not be unreasonably withheld or delayed.
- RUHS will provide or facilitate the necessary tasks to obtain data from any of RUHS's third party vendors. The data and the required connectivity will be mutually agreed by FHG and RUHS. The data and connectivity will be deployed using industry standard data extraction methods and standard database readable output such as web services or standard delimited based file output, and comply with SOC II Type 2 procedures. Should RUHS determine data acquisition is outside of the scope of ability of its team, RUHS can request assistance from FHG in harvesting data. If FHG needs to employ an outside resource to facilitate data acquisition, a change order may be required to outline scope of work and any related expense.

H. Performance Standards

FHG will perform Services and provide Deliverables meeting or exceeding the following standards:

See Data Security in Exhibit C: Security Standards to the Agreement.

I. Communication Plan and Project Governance

Communication Plan

FHG proposes the following targeted communication plan during installation with an eye for prioritization and conservation of executive time:

Executive	Frequency and Mode
<ul style="list-style-type: none"> • RUHS CIO • RUHS, CMIO • Executive Director of Quality Programs 	<p>Recurring Progress Report outlining accomplishments and high-level progress.</p> <p>Recurring Executive Status calls.</p>

	Barriers/blockages requiring immediate attention from the executive sponsors will be communicated directly via phone and/or email as appropriate.
Primary Project Execution	Frequency and Mode
<ul style="list-style-type: none"> • Director of Incentive Payment Programs or Designee • IT Supervisor, Data Management or Designee r 	<p>Recurring project team meetings as needed during installation.</p> <p>Recurring written progress reports.</p> <p>During Implementation there will be more frequent (daily) email contact and phone calls as needed.</p>
Ancillary Project Execution	Frequency and Mode
<ul style="list-style-type: none"> • IT Supervisor, Data Management or Designee 	As needed to facilitate data sharing.
<ul style="list-style-type: none"> • TBD, legal review entity 	As needed.
<ul style="list-style-type: none"> • TBD, IT Security 	As needed.
<ul style="list-style-type: none"> • Executive Director of Quality Programs or Designee 	As needed to facilitate invoicing and payments.

Program Governance

RUHS and FHG will establish a Project Steering Committee (PSC) process to review all deliverables outlined in SOW No. 2 to be implemented from the initiation of the RUHS project through completion of all deliverables outlined in this SOW No. 2. The Governance process will be implemented with not less than bi-weekly PSC meetings with duties as follows:

Monitor project installation progress against the project schedule

- Resolve issues and risks that may have an impact on the project
- Facilitate necessary decisions
- Review change requests
- Facilitate Measure Definition Change Requests

Attendees for the weekly Project Steering Committee meetings will include at a minimum: the FHG project manager, FHG delivery manager, FHG technical lead, the RUHS project manager, the RUHS technical lead, the RUHS clinical lead.

Additionally, RUHS and FHG will establish a QIP Executive Status Meeting (ESM) to be implemented from the initiation of the project through completion of the program. During Baseline Reporting period this frequency may be more frequent to facilitate compressed delivery schedule called out in the Week by Week. At such time as both parties agree, the ESM frequency may change from monthly to quarterly. Attendees at minimum will include PSC members, RUHS executive sponsor and FHG designated executive.

Measure Definition Change Requests: Measure definition change requests will follow the process defined in Section A-4 Measure Change Control Procedure.

J. FHG Responsibilities

Under this SOW No. 2, FHG will undertake the following activities:

Project Execution:

FHG Client Services is responsible for overall negotiation with executive leadership at RUHS. To assist with successful execution of the project, FHG will also designate a delivery manager who will serve as the installation success owner and provide ongoing project management for the FHG responsibilities in this SOW No. 2. The purpose of this role is to provide technical direction and management of FHG project personnel and to provide a framework for project planning, communications, reporting, procedural and contractual activity. This installation activity is composed of the following tasks:

- Review the SOW No. 2 and the contractual responsibilities of both parties with the RUHS Business Contact and Executive Sponsor;
- Maintain project communications through the RUHS Business Contact and Executive Sponsor;
- Serve as the Project point of contact for RUHS on behalf of FHG and FHG subcontractors;
- Prepare and maintain the FHG Week by Week project schedule which lists the activities, tasks, assignments, milestones and estimates for performance of this SOW No. 2;
- Review project tasks, schedules, and resources and make changes or additions as appropriate. Measure and evaluate progress against the FHG Project Plan with the RUHS Business Contact;
- Maintain project toolsets and artifacts;
- Archive all documents used for reporting and produce such documentation upon request of RUHS

- Keep audit ready documentation and provide representation and availability in response to an audit
- Review the FHG standard invoice format and billing procedure to be used on the project, with the RUHS Executive Sponsor to ensure timely and accurate payment within the terms of the agreement;
- Work with the RUHS Business Contact and Executive Sponsor to address and resolve deviations from the FHG Week by Week project schedule;
- Facilitate regularly scheduled project meetings;
- Prepare and submit weekly progress reports to the RUHS Business Contacts and Executive Sponsor during project implementation and at monthly intervals upon stabilization of the project;
- Administer the Project Change Control Procedure with the RUHS Business Contact;
- Coordinate and manage the activities of FHG project personnel; and
- Lead design, execution and communication of testing activities to provide quality and adherence to the agreed upon specifications of the project.

K. RUHS Responsibilities

Under this SOW No. 2, RUHS will undertake the following activities:

The successful completion of the Services set forth in this SOW No. 2 depends on the full commitment and participation of RUHS management and personnel. The responsibilities listed in this section are in addition to those responsibilities specified in the Agreement, and are to be provided at no charge to FHG. RUHS is required to perform its obligations in the Agreement and this SOW No. 2. FHG's performance is predicated upon the following responsibilities being managed and fulfilled by RUHS as will be scheduled in the FHG Week by Week Schedule.

RUHS Project Manager

Prior to the start of this project, RUHS will designate a person as the RUHS Project Manager who will be the focal point for FHG communications relative to this project and will have the authority to act on behalf of RUHS in all matters regarding this project. The RUHS Project Manager's responsibilities include the following:

- a. Manage the RUHS personnel and responsibilities for this project.
- b. Serve as the interface between FHG and all RUHS departments participating in the project.
- c. Administer the Project Change Control Procedure with the FHG delivery manager.
- d. Participate in project status meetings.
- e. Obtain and provide information, data, and decisions within (3) three business days of FHG's request unless RUHS and FHG agree in writing to a different response time. Review deliverable Materials and Work Products submitted by FHG in accordance with Appendix A-2 Deliverable Materials Acceptance Procedure.
- f. Help resolve project issues and RUHS deviations from the estimated schedule, and escalate issues within RUHS's organization, as necessary.

- g. Review with the FHG client services any RUHS invoice or billing requirements and will ensure timely and accurate payments to FHG in accordance with the terms of the agreement. Any billing requirements that deviate from FHG's standard invoice format or billing procedures may have an effect on price and will be managed through the Project Change Control Procedure in Appendix A-1.

RUHS will identify and make available to FHG key personnel and information necessary to assist FHG in the delivery of the project deliverables and work product as specified herein. These roles could include a Technology Lead, an Acceptance Testing Team, and Business Subject Matter Experts as needed.

Other RUHS Responsibilities

RUHS will:

- Ensure that RUHS's staff is available to provide such assistance as FHG reasonably requires and that FHG is given reasonable access to RUHS senior management, as well as any members of its staff to enable FHG to provide the Services. RUHS will ensure that its staff has the appropriate skills and experience. If any RUHS staff fails to perform as required, RUHS will make suitable additional or alternative staff available;
- Provide all information and materials reasonably required to enable FHG to provide the Services. RUHS agrees that all information disclosed or to be disclosed to FHG is and will be true, accurate and not misleading in any material respect. FHG will not be responsible for any loss, damage, delay, or deficiency arising from inaccurate, incomplete, or otherwise defective information or materials supplied by RUHS or their representative;
- Be responsible for the review and evaluation of the FHG recommendations as well as all final decisions and implementations relating to, or resulting from, the FHG recommendations contained in the deliverable Materials;
- Ensure RUHS has appropriate agreements in place with third parties to enable FHG to perform the Services under this SOW No. 2, where RUHS is using or providing FHG with third party information, support or materials for a project including but not limited to, where RUHS is employing other suppliers whose work may affect FHG's ability to provide the Services. Unless specifically agreed to otherwise in writing, RUHS will be responsible for the management of the third parties and the quality of their input and work. Except to the extent FHG specifically agrees otherwise in this SOW No. 2, RUHS is solely responsible for any third party hardware, software or communications equipment used in connection with the Services;
- To the extent such permission is required by law, RUHS agrees to allow FHG and its subsidiaries to store and use RUHS business contact information (RUHS employees' names and their business addresses, business phone numbers, and business email addresses) anywhere RUHS does business. Such information will be processed and used by FHG solely in connection with this SOW No. 2, provided to third parties acting on FHG's behalf (including FHG Business Partners and assignees of FHG) who may support certain products and services for FHG under this SOW No. 2. If RUHS no longer wish FHG to contact a particular person working for RUHS or on RUHS behalf, upon RUHS written request, FHG will undertake reasonable efforts to cease sending information to that person; provided, however, that if certain contact information is necessary for the continuation of FHG's business relationship with RUHS (for example, the person is the contact to whom

FHG invoices are sent) RUHS will provide alternative contact information for someone authorized to act for RUHS or on RUHS behalf.

- Before making available any facilities, software, hardware or other resources, obtain any licenses or approvals related to these resources that may be necessary for FHG and its subcontractors to perform the Services and develop Materials. FHG will be relieved of its obligations that are adversely affected by Customer's failure to promptly obtain such licenses or approvals.



This SOW No. 2 is made and entered into by both parties as of the SOW No. 2 Effective Date.

The County of Riverside, on behalf of its Riverside University Health System

Forward Health Group, Inc.

By: [Signature]

By: [Signature]

Name: KEVIN JEFFRIES

Name: MICHAEL PARBOUCHE

Title: CHAIRMAN, BOARD OF SUPERVISORS

Title: FOUNDER / CEO

Date: JAN 15 2019

Date: 9 JAN 2019

FORM APPROVED COUNTY COUNSEL
BY: [Signature] 1/10/19
SUSANNA N. OH DATE

ATTEST:
KEDIA HARPER, IHEM, Clerk
By: [Signature]
DEPUTY

Appendix A:

Project Procedures

A - 1: Project Change Control Procedure

The following process will be followed if a change to this SOW No. 2 is required:

- a. A Project Change Request (PCR) will be the vehicle for communicating change. The PCR must describe the change, the rationale for the change and the effect the change will have on the project.
- b. Charges for professional services will be included in the PCR and approved by RUHS prior to execution;
- c. The designated project management of the requesting party will review the proposed change and determine whether to submit the request to the other party.
- d. Both parties will review the PCR request and will present to the Project Steering Committee for a final decision on whether to implement it, recommend it for further investigation, or reject it.
- e. FHG will specify any charges for such investigation. A PCR must be signed by authorized representatives from both parties to authorize investigation of the recommended changes. FHG will invoice RUHS, for any such charges per the terms of this SOW No. 2 and the Agreement. The investigation will determine the effect that the implementation of the PCR will have on price, schedule and other terms and conditions of this SOW No. 2 and the Agreement
- f. A PCR must be signed by authorized representatives from both parties to authorize implementation of any agreed changes to the SOW No. 2. Until a change is agreed in writing, both parties will continue to act in accordance with the latest agreed version of the SOW No. 2.
- g. A PCR that has been signed by authorized representatives from both parties constitutes a change authorization for purposes of this SOW No. 2.

A - 2: Deliverable Materials Acceptance Procedure

FHG project deliverable materials, Intellectual Property Services Components, and code will be reviewed and accepted in accordance with the following procedure:

- a. One (1) printed or electronic draft of the deliverable Material will be submitted to the RUHS Project Manager. It is the RUHS Project Manager's responsibility to make and distribute additional copies to any other reviewers
- b. Within three (3) business days of receipt or other agreed upon timeline, the RUHS Project Manager will either accept the deliverable Material in writing or provide the FHG Project Manager a written list of requested revisions. If FHG receives no response from the RUHS Project Manager, the project timeline will be extended one business day for each business day that RUHS does not respond. When additional time is needed, RUHS Project Manager and FHG delivery manager will work to develop a mutually agreeable revised timeline. If necessary a Project Change Request will be implemented.
- c. The FHG delivery manager will consider RUHS's timely request for revisions, if any, within the context of FHG's obligations as stated in Appendix A - Deliverable Materials Guidelines

- d. Those RUHS revisions agreed to by FHG will be made and the deliverable Material will be resubmitted to the RUHS Project Manager, at which time the deliverable Material will be deemed accepted
- e. Those RUHS revisions not agreed to by FHG will be managed in accordance with Appendix A-1 Project Change Control Procedure
- f. Any conflict arising from this deliverable Materials Acceptance Procedure will be addressed as specified in the Escalation Procedure set forth in Appendix A-3.

A - 3: Escalation Procedure

The following procedure will be followed if resolution is required to a conflict arising during the performance of this SOW No. 2.

- a. When a conflict arises between RUHS and FHG, the project team member(s) will first strive to work out the problem internally.
- b. Level 1: If the project team cannot resolve the conflict within two (2) business days, the RUHS Project Manager and FHG delivery manager will meet to resolve the issue.
- c. Level 2: If the conflict is not resolved within three (3) business days after being escalated to Level 1, the RUHS Executive Sponsor will meet with the FHG Executive Sponsor to resolve the issue. RUHS Project Manager and FHG delivery manager may agree on extending the timeline if necessary.
- d. If the conflict is resolved by either Level 1 or Level 2 intervention, the resolution will be addressed in accordance with the Project Change Control Procedure set forth in Appendix A-1
- e. If the conflict remains unresolved after Level 2 intervention, then either party may terminate this SOW No. 2. If the conflict is addressed by termination, RUHS agrees to pay FHG as described in Section 2, Termination.
- f. During any conflict resolution, FHG agrees to provide Services relating to items not in dispute, to the extent practicable pending resolution of the conflict. RUHS agrees to pay invoices per this SOW No. 2.

A-4: Measure Change Control Procedure

The process will be initiated by RUHS or by California Association of Public Hospitals (CAPH). Upon written request from RUHS, FHG will revise an approved Measure Definition Document for review and approval by RUHS. Once approved, FHG will modify/update and follow FHG's quality assurance process for the measure definition software. Upon successful testing of the revised measure, FHG will notify RUHS to conduct user acceptance testing for the revised measure and output file. Issue resolution will follow the Deliverable. The following process will be followed if a change to a measure:

- a. A Measure Change Request (MCR) will be the vehicle for communicating measure change. The MCR must describe the change and rationale for the change.
- b. Upon submission of the MCR, the measure change will be implemented in the following timeline:

Table 7: Quality Driven Measure Change Timeline

Applicable to measure modifications requested by RUHS, which are not a result of DHCS requirements or

MCR Submission	Data Acquisition Impact Assessment	Updated Measure Documentation	New Output File
	10 Business Days after submission of MCR	10 Business Days After Completion of the Data Acquisition Impact Assessment	Provided in accordance with the next regularly scheduled monthly refresh output files so long as that is no sooner than 15 days following approval of the measure definition, else the next month's regularly scheduled refresh.

Table 8: DHCS Mandatory / Measure Logic Inaccuracy Errors Measure Change Timeline

FHG Notified of DHCS Request / Software Code Inaccuracy	Updated Measure Documentation	New Output File
	5 Business Days After RUHS Notification	Provided in accordance with the next regularly scheduled monthly refresh output files so long as that is no sooner than 15 days following approval of the measure definition, else the next month's regularly scheduled refresh.