



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



ITEM: 15.3  
(ID # 21312)

**MEETING DATE:**

Tuesday, March 28, 2023

**FROM :** RUHS-MEDICAL CENTER:

**SUBJECT:** RIVERSIDE UNIVERSITY HEALTH SYSTEM-MEDICAL CENTER: Approve Amendment No. 3 to the Master Software and Services Agreement with 3M Health Information Systems, Inc., a Maryland corporation, for 3M 360 Encompass Managed Cloud Services. All Districts. [Total Amendment Cost \$4,383,877; up to \$566,473 in additional compensation], 100% Hospital Enterprise Fund 40050

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve Amendment No. 3 to the Master Software and Services Agreement with 3M Health Information Systems, Inc., a Maryland corporation, for 3M 360 Encompass System, to increase the total contract aggregate amount by \$4,383,877 from \$1,280,858 to \$5,664,735 and authorize the Chairperson of the Board to sign the Amendment 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 as to form by County Counsel: to sign amendments that exercise the options of the agreements including modifications to the scope of services that stay within the intent of the agreement, and sign amendments to the compensation provisions that do not exceed the sum total of ten percent (10%) of the total cost of the contract.

**ACTION:Policy**


  
 Jennifer Cruikshank Chief Executive Officer - Health System 3/8/2023

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**MINUTES OF THE GOVERNING BOARD**

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

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez  
 Nays: None  
 Absent: None  
 Date: March 28, 2023  
 xc: RUHS-Medical Center

Kimberly A. Rector  
 Clerk of the Board  
 By:   
 Deputy

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SYSTEM MEDICAL CENTER GOVERNING BOARD OF DIRECTORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$1,094,392	\$739,826	\$4,383,877	\$0
<b>NET COUNTY COST</b>	\$0	\$0	\$0	\$0
<b>SOURCE OF FUNDS: 100% - Hospital Enterprise Fund 40050</b>			<b>Budget Adjustment: No</b>	
			<b>For Fiscal Years: 22/23 – 27/28</b>	

**C.E.O. RECOMMENDATION:** Approve.

**BACKGROUND:**

**Summary**

The Riverside University Health System Medical CENTER (RUHS-MC) Health Information Management Department is requesting to amend its current Master Software Service Agreement to acquire 3M's 360 Encompass System and extend the agreement by two years. This software is a complete Clinical Documentation Integrity system that will interface with EPIC Electronic Health Record Software to automate data extraction and display it in one application. The acquisition of the 3M 360 Encompass System will ensure that RUHS-MC has the most cutting-edge technology and will allow the users of the software to capture and maximize revenue, while ensuring patients are receiving the best care possible.

RUHS-MC currently utilizes 3M Clinical Documentation Integrity Solutions (3M CDIS). It has been an important tool in assisting clinicians and support staff in accurately reflecting the quality of patient care, illustrating healthcare services, and making reports of diagnosis and procedures. In its current state, 3M CDIS is a rudimentary version of the 3M 360 Encompass System which features computer-assisted coding and natural language understanding, both of which are not available with the 3M CDIS system. This lack of features with the 3M CDIS system results in jobs such as selecting optimal CPT codes, ICD-10 codes, and Diagnostic Related Group codes not being auto suggested; instead, staff must manually select codes, which can cause a loss of revenue and negatively impact the care of patients.

The 3M 360 Encompass leverages natural language understanding (NLU) platform with a blend of statistics and rules to automate coding and documentation improvement. This system will offer multiple workflows, including single-path coding, integration between clinical documentation integrity (CDI) and coder teams, numerous reporting capabilities, and embedded quality indicators. Additionally, the 3M 360 Encompass System will integrate computer-assisted coding (CAC), concurrent quality metrics and analytics into one application to capture, analyze and advance patient information across the care continuum. This system will also offer users multiple dashboards, workflows, numerous reporting capabilities, and embedded quality indicators.



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The implementation of the 3M 360 Encompass System will assist RUHS-MC with its revenue cycle efficiency and accuracy by integrating CAC, computer-assisted clinical documentation integrity CDI, quality metrics, and analytics into one application. This will result in a streamlined clinical documentation and coding workflow that allows coders, CDI specialists and quality teams to work from the same content, reducing duplication. Additionally, the 3M 360 Encompass Computer-assisted CDI features within the 3M 360 Encompass System will provide the CDI team with multiple workflow enhancement tools that offer users electronic query capability, prioritized worklists, access to CDI reference materials, auto-suggested queries, and CDI edits. This case prioritization provided by the 3M 360 Encompass System will also provide insight into why each case is a priority opportunity. Users will then be able to customize and define the types of cases for review as well as assign custom hierarchies of worklists (e.g., based on system, facility, team, or user), allowing RUHS-MC to continually update and improve CDI priorities based on new documentation.

**Impact on Citizens and Businesses**

These services are a component of RUHS's system of care aimed at improving the health and safety of its patients and the community.

**Additional Fiscal Information**

There are sufficient funds in the Department's budget for FY 22/23 budget and no additional County funds are required.

**Contract History and Price Reasonableness**

On November 29, 2021, the Master Software and Service Agreement with 3M was executed under the authority of the Purchasing Agent, for five (5) years for an aggregate amount of \$1,245,098.59.

On May 26, 2022, Amendment Number One (1) was executed under the authority of the Purchasing Agent to expand the scope of services to include training and consulting, increasing the contract aggregate amount by \$15,759 to \$1,260,857.59

On October 20, 2022, Amendment Number Two (2) was executed under the authority of the Purchasing Agent to expand the scope of work to include the implementation of the EPIC Coding and Reimbursement System, increasing the contract aggregate amount by \$20,000 to \$1,280,857.59

Amendment No. 3 will extend the contract by two years, include system upgrades, and add 360 Encompass System. This third amendment requires Board approval as the compensation provision exceeds the Purchasing Agent's authority and \$750,000 threshold for contracting with a single vendor per the Patient Care Resolution 2021-116.

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

ATTACHMENTS:

Attachment A:      Amendment 3 to The Master Software and Services Agreement

  
\_\_\_\_\_  
Meghan Hahn, Deputy Director of Procurement      3/15/2023

  
\_\_\_\_\_  
Steven Atkeson      3/17/2023

  
\_\_\_\_\_  
Gregg Gu, Chief Deputy County Counsel      3/15/2023





# AMENDMENT 3 TO THE MASTER SOFTWARE AND SERVICES AGREEMENT

THIS AMENDMENT to the **Master Software and Services Agreement**, dated **November 29, 2021**, and as amended (the "Agreement") between **3M Health Information Systems, Inc.**, a Maryland corporation (hereinafter referred to as "3M") having an office at 575 West Murray Boulevard, Murray, Utah 84123-4611 and **The County of Riverside on behalf of its Riverside University Health System - Medical Center** (hereinafter referred to as "Client") with offices at **26520 Cactus Avenue, Moreno Valley, CA, 92555** is effective on the date last signed ("Effective Date").


Client and 3M agree that the above referenced Agreement is amended as follows:

1. Except as provided in this Amendment, all terms and conditions of the above referenced Agreement will remain in full force and effect.
2. AMEND Schedule 1-1, the Annuity Products Fee Schedule, with the actions contained in the Schedule below.
3. ADD Appendix 2, Consulting Services Additional Terms, attached below.
4. ADD Addendum A to Appendix 2, 3M 360 Encompass Managed Cloud Services Additional Terms and Conditions, attached below.
5. The total cost of this Amendment No. 3 is: \$4,383,876.93.
6. The total cost of the Agreement, including all amendments, as of the Effective Date of this Amendment 3, shall not exceed: \$5,664,734.59
7. The County of Riverside on behalf of its Riverside University Health System - Medical Center, located at 26520 Cactus Avenue, Moreno Valley, CA, 92555, is now known as The County of Riverside, a political subdivision of the state of California on behalf of its Riverside University Health System - Medical Center, located at the same location.

Client has read this Amendment, and when applicable, each Exhibit, and Attachment hereto. To indicate the parties' acceptance and agreement to be bound by the terms and conditions of this Amendment, 3M and Client have executed this Amendment on the date(s) indicated below, to be effective as of the date first indicated above.

THE COUNTY OF RIVERSIDE, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA ON BEHALF OF ITS RIVERSIDE UNIVERSITY HEALTH SYSTEM - MEDICAL CENTER

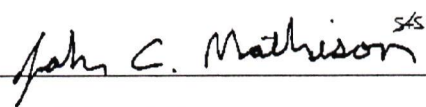
3M HEALTH INFORMATION SYSTEMS, INC.

BY: 

NAME: **KEVIN JEFFRIES**

TITLE: Chair, Board of Supervisors

DATE: **3/28/23**

BY: 

NAME: John C. Mathison

TITLE: HIS Operations

DATE: February 10, 2023


PLEASE EMAIL OR FAX YOUR PURCHASE ORDER IN THE AMOUNT OF **\$880,555.77** AND THE SIGNED AMENDMENT TO:  
**HISILVERSPRINGCONTRACTREQUESTS@MMM.COM OR (651) 732-8469**

ISSUE DATE / BY:	GPO:	BATCH NUMBER:	CLIENT SITE ID:	AGREEMENT NUMBER:	CLIENT EMR:
10/17/22 PL	*****	Q23110	6001253	O27521-21	
REVISION DATE / BY:	VERSION:				
2/9/2023 TA	MSSA	37823887r1			

APPROVED AS TO FORM:  
Minh C. Tran  
County Counsel

ATTEST:  
**KIMBERLY A. RECTOR**  
Clerk of the Board

By: Esen Sainz Mar 3, 2023  
Esen Sainz, Deputy County Counsel

By:   
Deputy

MAR 28 2023 15.3



**PROPRIETARY 3M CONFIDENTIAL TRADE SECRET, COMMERCIAL OR FINANCIAL INFORMATION.**

Do not release or disclose any information in this document under any Open Records Act, Freedom of Information Act, or equivalent law.  
Release or disclosure is prohibited without 3M consent. Immediately report any request to 3M.

## SCHEDULE 1-1

S/O ITEM	CPU ACTION	SKU	AUTHORIZED SITE PRODUCT DESCRIPTION	SITE TYPE LIST PRICE	TOTAL 1 <sup>ST</sup> YR ANNUAL & ONE TIME FEE	2 <sup>ND</sup> YR ANNUAL FEE	3 <sup>RD</sup> YR ANNUAL FEE	4 <sup>TH</sup> YR ANNUAL FEE	5 <sup>TH</sup> YR ANNUAL FEE
--	WEB	----	<b>RIVERSIDE UNIVERSITY HEALTH SYSTEM - MEDICAL CENTER-- 26520 CACTUS AVE, MORENO VALLEY, CA 6001253</b>	Install/Access					
1.	Add	360E CDI SOL I&T	360 Encompass System - CDI Solution Implementation & Training* Includes: -360 Encompass System - Clinical Documentation Improvement System Software Implementation -360 Encompass System - Business Process Advisory Services (BPAS) -Enterprise Workflow Implementation & Training -Advanced Query Messenger Interface Implementation & Training	\$204,436.00	\$139,404.00	N/A	N/A	N/A	N/A
2.	Add	360E CDI	360 Encompass System - Clinical Documentation Improvement System Software	\$110,837.92	\$70,885.08	\$73,011.63	\$75,201.98	\$77,458.04	\$79,781.78
3.	Add	360E CODING EXCL I&T	360 Encompass System - Coding Excellence I&T*	\$1,286.00	\$1,286.00	N/A	N/A	N/A	N/A
4.	Add	360E CAC INPATIENT	360 Encompass System - Computer Assisted Coding Inpatient	\$77,850.42	\$15,570.08	\$32,074.37	\$41,295.76	\$51,041.55	\$61,334.93
5.	Add	360E CAC INPATNT I&T	360 Encompass System - Computer Assisted Coding Inpatient I&T*	\$105,313.00	\$105,313.00	N/A	N/A	N/A	N/A
6.	Add	360E CAC OUTPATIENT	360 Encompass System - Computer Assisted Coding Outpatient	\$65,766.74	\$13,153.35	\$27,095.90	\$34,885.97	\$43,119.06	\$51,814.73
7.	Add	360E CAC OUTPTNT I&T	360 Encompass System - Computer Assisted Coding Outpatient Implementation & Training*	\$105,313.00	\$105,313.00	N/A	N/A	N/A	N/A
8.	Add	CDI A-S OB INTFC I&T	Clinical Documentation Improvement Auto-Suggested Data Outbound Interface I&T*	\$7,210.00	\$7,210.00	N/A	N/A	N/A	N/A
9.	Add	CDI A-S OB INTFC	Clinical Documentation Improvement Auto-Suggested Data Outbound Interface	\$15,450.00	\$15,450.00	\$16,222.50	\$17,033.63	\$17,885.31	\$18,779.57
10.	Add	360E CODING EXCELLNC	360 Encompass System - Coding Excellence	\$322,906.00	\$161,440.18	\$173,405.28	\$182,275.21	\$191,521.27	\$201,158.05
11.	Add	CDI ENHD CONTENT I&T	Clinical Documentation Improvement - Enhanced Clinical Content Package I&T* <sup>1</sup>	\$68,000.00	\$68,000.00	N/A	N/A	N/A	N/A
12.	Add	CDI ENHANCED CONTENT	Clinical Documentation Improvement - Enhanced Clinical Content Package <sup>2</sup>	\$35,051.31	\$7,010.26	\$14,441.14	\$18,592.97	\$22,980.91	\$27,615.39
13.	Add	AQM INTFC	Advanced Query Messenger Interface	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>SITE SUBTOTAL:</b>					<b>\$710,034.95</b>	<b>\$336,250.82</b>	<b>\$369,285.52</b>	<b>\$404,006.14</b>	<b>\$440,484.45</b>

**FEE SUMMARY:**

ANNUAL SOFTWARE LICENSE & SUPPORT FEES:	\$283,508.95
*TOTAL ONE TIME, IMPLEMENTATION & TRAINING FEES:	\$426,526.00
**CONSULTING SERVICE FEES:	\$0.00
<b>TOTAL THIS SCHEDULE:</b>	<b>\$710,034.95</b>



The fees stated above are guaranteed for a period of sixty (60) days from the Issue Date of this Schedule or December 31, 2023, whichever occurs first, unless this Schedule is fully executed prior to such date. Client acknowledges and agrees the fees shown above include discounts for Client's commitment to a term. 3M reserves the right to rescind the multi-year discount and re-price the 3M Product(s) on this Schedule in the event Client elects a term less than stated above.

In the event Client delays implementation of any module of Software or scheduling of Services, at no fault of 3M, for more than one hundred fifty (150) days from the execution date of being added to this Schedule, 3M may, at its option, increase the price of such 3M Product(s) to the then-current list price or 3M may terminate any such 3M Product(s) from this Schedule.

I&T = Implementation and Training PI = Phone Installed CI = Customer Installed

<sup>1</sup> Implementation Fee(s) are contingent on total number of interfaces required. The above CDI Enhanced Clinical Content Fee(s) are based on 6 Interfaces. Additional Interfaces are provided for additional fee(s).

<sup>2</sup> The scope of the enterprise license is based on 20,781 annual discharges. If the number of annual discharges increase by ten percent (10%) or more during the Term, 3M will invoice the additional fees at 3M's list price less applicable discounts.

1. **The Software and Services** for the 360 Encompass System and CDI Enhanced Clinical Content Package are to be provided to Client by 3M in accordance with the terms and conditions of the Agreement, the attached Statement of Work, and the additional terms and conditions set forth below:

A. **Payment Schedule.**

1. **Implementation and Training, and Services.** The first year's Implementation and Training, and Services fees shall be invoiced as follows:

Milestone	Description	Invoice Code
50% upon Effective Date (non-refundable fee)	Bill upon Effective Date of Agreement/Amendment	EFFECTDATE
50% upon Go-Live	Bill upon Go-Live/Installation/Implementation/Delivery	GOLIVE

2. **Software.** The first year's software fees shall be invoiced as follows:

Milestone	Description	Invoice Code
100% upon Go-Live	Bill upon Go-Live/Installation/Implementation/Delivery	GOLIVE

B. **3M™ 360 Encompass™ System ("360 Encompass") Proration Notice.** In consideration for 3M offering special pricing on the 360 Encompass System Software, and notwithstanding anything else in the Agreement to the contrary, upon Client's Go-Live Date on any module of 360 Encompass System Software, 3M will invoice the pro-rated Year One fees to the next Annual Billing Cycle date. Upon that next Annual Billing Cycle date, 3M will invoice Year Two as set forth above. Additionally, notwithstanding anything else in the Agreement, Client must commence the 360 Encompass implementation within 90 days of the Execution Date of this Agreement/Amendment; or 3M may increase license fees to list price.

C. All 360 Encompass modules listed above, are receiving additional discounts through participation in this program. These products will be prorated in the first year of license fees. Client may add additional 360 Encompass modules at any time but the additional discounts under this program are only available to the modules contracted for by December 31, 2023 ("Discount Program Enrollment Date").

D. The 360 Encompass Module Discount Program requires a new commitment and extension to the current term of the Agreement for an additional **Five (5) Years**, and the discount will continue throughout the extended term only. Client must contract for the products no later than Discount Program Enrollment Date and have them installed no later than twelve (12) months after the date of execution of this Amendment.

- E. **Upgraded Software.** Upon the Go-Live Date of **360 Encompass System - Coding Excellence**, the licenses for the Software products listed below which Client has previously licensed ("Previously Licensed Software") and which functionality is incorporated into 360 Encompass System - Coding Excellence will be terminated and such Previously Licensed Software and the associated license fees shall be automatically deleted from this Schedule. Upon the 360 Encompass System - Coding Excellence Go-Live Date, a prorated portion of any prepaid and unused Software license fees for the Previously Licensed Software will be deducted from the license fees for the 360 Encompass System - Coding Excellence.

SKU	PRODUCT DESCRIPTION
C&RSNOAA	Coding, Classification, and Reimbursement System without Advanced Analyzer
APRDRGCAS	Advanced Analyzer Software
APC	APCfinder Software
CODREF	Coding Reference Software
CODREFPL	Coding Reference Plus Software
S-APR-DRG	S-All Patient Refined DRG Software

- F. **Upgraded Software.** Upon the Go-Live Date of **360 Encompass System - Clinical Documentation Improvement System Software**, the licenses for the Software products listed below which Client has previously licensed ("Previously Licensed Software") and which functionality is incorporated into 360 Encompass System - Clinical Documentation Improvement System Software will be terminated and such Previously Licensed Software and the associated license fees shall be automatically deleted from this Schedule. Upon the 360 Encompass System - Clinical Documentation Improvement System Software Go-Live Date, a prorated portion of any prepaid and unused Software license fees for the Previously Licensed Software will be deducted from the license fees for the 360 Encompass System - Clinical Documentation Improvement System Software.

SKU	PRODUCT DESCRIPTION
CDIS	CDIS Software License
DOCMSTBLINF	CDIS Physician Table Interface License
DOCMSFINAL	CDIS Final Coded Interface License

- G. **Upgraded Software.** Upon the Go-Live Date of **360 Encompass System Cloud Hosting**, below support Services which Client has previously licensed are replaced by support within the 360 Encompass System In The Cloud Solution platform. Any prepaid and unused Software license and/or Services fees will be credited upon the go-live date of 360 Encompass System In The Cloud Solution.

SKU	PRODUCT DESCRIPTION
PSUS-HDM	Premium Support Update Services HDM
PSUS-WCRS	Premium Support Update Services WCRS

- License Term Extension.** Subject to annual fee increases, if any, as set forth in the Agreement, Client and 3M agree to extend the Term of this Schedule 1-1 and the License(s) granted hereunder for **Five (5) Years** beginning on the next Annual Billing Cycle date (the "Extended Term") following the installation of the first module of 360 Encompass Software. After the Extended Term, this Schedule 1-1, and the License(s) granted hereunder shall continue as provided for under the applicable appendices and schedules of the Agreement.
- ADD Attachment 1, 360 Encompass System General Scope of Work, attached below.**



4. ADD Attachment 2, CDI Auto-Suggested Outbound Interface General Scope and Objectives, attached below.
5. ADD Attachment 3, CDI Enhanced Clinical Content Statement of Work, attached below.

## APPENDIX 2

## CONSULTING SERVICES ADDITIONAL TERMS

IN ADDITION TO THE TERMS AND CONDITIONS SET FORTH IN THE AGREEMENT, THE PROVISIONS OF THIS APPENDIX SHALL ONLY APPLY TO 3M'S PROVISION OF PROFESSIONAL SERVICES TO CLIENT UNDER THIS APPENDIX AND IDENTIFIED ON ANY SCHEDULE 2.

- A. **Definitions.** Capitalized terms used herein but not otherwise defined hereunder shall have the meaning ascribed to such terms in the Agreement.
- A.1. **"Annual Billing Cycle"** means each one-year period, beginning on the first annual Consulting Service start date on the applicable Schedule 2.
- B. **Use Rights.** Subject to the terms of the Agreement, and only for Client's internal business purposes for the Authorized Sites listed on any Schedule 2, 3M grants the following Use Rights to Client:
- B.1. **Deliverables License.** Client shall have a non-exclusive, non-transferable, non-sublicensable, perpetual license to access and use the Deliverables in compliance with the purposes for which the Deliverable was produced.
- B.2. **Client Portal License.** When provided by 3M, Client shall have a non-exclusive, non-transferable, non-sublicensable, license, annual or otherwise designated, to access and use the Client Portal during the Consulting Services Term.
- C. **Services Package Term.**
- C.1. **Annual Consulting Services Term.** The term of any annual Consulting Services is the length of time defined in any Schedule 2 or the applicable SOW ("Annual Consulting Services Term"). Consulting Services will automatically terminate at the end of the designated Annual Consulting Services Term, unless otherwise extended by amendment.
- C.2. **One-Time Consulting Services Term.** The Consulting Services Term for items designated as one-time fees on Schedule 2, will begin on the commencement of the Consulting Services, and end upon completion thereof.
- D. **Change in Scope.** The nature of the work performed under this Appendix is such that information may be developed and may require Consulting Services and/or Deliverables that cannot be anticipated or budgeted at the time of contracting. If either Party identifies appropriate changes in scope or should other matters arise that would affect the estimated total fee, before incurring additional fees the Parties shall amend the Schedule 2 and/or any applicable SOW to describe the changes to be made, along with the additional or decreased costs. 3M reserves the right to increase the Consulting Services fees to the then-current list fees if, at Client's request, the Consulting Services are not completed within twelve (12) months after being added to this Agreement.
- E. **Fees; Invoicing.**
- E.1. **Annual Consulting Services Fees.** Annual Consulting Services fees as set forth on any Schedule 2, will be invoiced to Client on or shortly after they have been added to Schedule 2, unless otherwise set forth on any Schedule 2 or SOW. 3M shall communicate Client's next Annual Billing Cycle fees for each Schedule 2 by e-mail, U.S. mail, or courier approximately ninety (90) days prior to the end of the Annual Billing Cycle for each Schedule 2. The annual Consulting Services fee increases during any then-current Services Package Term shall not exceed five percent (5%) of the fees for the immediately preceding year, unless otherwise set forth on the applicable Schedule 2. The fees for the first year of any Renewal Term will be provided to Client within a Renewal Proposal for any Schedule 2, delivered to Client's Notice address or the Renewal Contact in Exhibit D. The Renewal Proposal will: (i) reflect 3M's then-current list fees, less Client's applicable discounts, and (ii) be superseded by the most recent version of the Renewal Proposal for any Schedule 2 provided to Client.
- E.2. **One-Time Consulting Fees.** Fees for Consulting Services performed on a one-time basis, are set forth on a Schedule 2 will be shown as a one-time fee, and shall be invoiced to Client on or shortly after they have been added to Schedule 2, unless otherwise set forth on the applicable Schedule 2 or SOW.
- E.3. **Travel and Expenses.** When applicable, 3M will invoice Client for training materials and actual business-related travel and miscellaneous expenses (e.g., meals, hotel, etc.) without mark-up, in accordance with 3M policies.
- E.4. **Termination.** During the Consulting Services Term, Client's right to terminate any 3M Product(s) under any Schedule 2 or SOW is limited to those set forth in Section 8.

\* \* \*



**PROPRIETARY 3M CONFIDENTIAL TRADE SECRET, COMMERCIAL OR FINANCIAL INFORMATION.**  
 Do not release or disclose any information in this document under any Open Records Act, Freedom of Information Act, or equivalent law.  
 Release or disclosure is prohibited without 3M consent. Immediately report any request to 3M.

## SCHEDULE 2-1

### CLOUD HOSTING FEE SCHEDULE

THE ITEMS LISTED HEREUNDER SHALL BE GOVERNED BY THE TERMS AND CONDITIONS OF THE AGREEMENT AND APPENDIX 2.

1. **Term of Schedule 2-1.** The Term of Schedule 2-1 is coterminous with the Term of Schedule 1-1.
2. **Itemized Schedule of 3M Products below:**

S/O ITEM	CPU ACTION	SKU	AUTHORIZED SITE(S) PRODUCT DESCRIPTION	SITE TYPE LIST FEE	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
	WEB	--	Riverside University Health System - Medical Center-- 26520 Cactus Ave, Moreno Valley, CA 6001253	Install/Access					
1.	Add	360E CLOUD HOSTING	360 Encompass System Cloud Hosting	\$300,000.00	\$300,000.00	\$315,000.00	\$330,750.00	\$347,287.50	\$364,651.88
2.	Add	360E APP MANAGEMENT	360 Encompass System Application Management	\$84,357.00	\$84,357.00	\$88,574.85	\$93,003.59	\$97,653.77	\$102,536.46
<b>SITE SUBTOTAL</b>					<b>\$384,357.00</b>	<b>\$403,574.85</b>	<b>\$423,753.59</b>	<b>\$444,941.27</b>	<b>\$467,188.34</b>

**FEE SUMMARY:**

TOTAL ANNUAL SERVICES FEES:	\$384,357.00
**TOTAL ONE-TIME SERVICES & TRAINING FEES:	\$0.00
<b>TOTAL THIS SCHEDULE:</b>	<b>\$384,357.00</b>

The fees stated above are guaranteed for a period of ninety (90) days from the Issue Date of this Schedule or December 31, 2023, whichever occurs first, unless this Schedule is fully executed prior to such date. Client acknowledges and agrees the fees shown above may include discounts for Client's commitment to a term. 3M reserves the right to rescind any multi-year discount and re-price the 3M Product(s) on this Schedule in the event Client elects a term less than stated above.

In the event Client delays scheduling of Services Package, through no fault of 3M, for more than one hundred fifty (150) days from the execution date of being added to this Schedule, 3M may, at its option, increase the price of such Service Package to the then-current list price or 3M may terminate such Service Package from this Schedule.

I&T = Implementation and Training

3. **The Software and Services** for the 360 Encompass System Cloud Hosting and 360 Encompass System Application Management are to be provided to Client by 3M in accordance with the terms and conditions of the Agreement, the attached Statement of Work, and the additional terms and conditions set forth below:

**A. Payment Schedule.**

1. **Annual Services.** The first year's Annual Services fees shall be invoiced as follows:

Milestone	Description	Invoice Code
50% upon Effective Date (non-refundable fee)	Bill upon Effective Date of Agreement/Amendment	EFFECTDATE
50% upon Go-Live	Bill upon Go-Live/Installation/Implementation/Delivery	GOLIVE

- 
4. **3M™ 360 Encompass™ System Cloud Hosting and Application Management Proration Notice.** Notwithstanding anything else in the Agreement to the contrary, Year One fees for 360 Encompass System Cloud Hosting and Application Management shall be billed according to the Milestones set forth above. Year Two fees of 360 Encompass Cloud Hosting and Application Management will be pro-rated to this Schedules next Annual Billing Cycle date.
  5. **ADD Attachment 4, 3M 360 Encompass in the Cloud 3M Cloud Services General Scope and Objectives, attached below.**
  6. **ADD Attachment 5, 3M 360 Encompass System in the Cloud Application Management Services General Scope and Objectives, attached below.**



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**PROPRIETARY 3M CONFIDENTIAL TRADE SECRET, COMMERCIAL OR FINANCIAL INFORMATION.**

Do not release or disclose any information in this document under any Open Records Act, Freedom of Information Act, or equivalent law.  
Release or disclosure is prohibited without 3M consent. Immediately report any request to 3M.

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**ADDENDUM A TO APPENDIX 2****3M™ 360 Encompass™ Managed Cloud Services  
ADDITIONAL TERMS AND CONDITIONS**

**IN ADDITION TO THE TERMS AND CONDITIONS SET FORTH IN THE AGREEMENT AND APPENDIX 2, THE PROVISIONS OF THIS ADDENDUM SHALL ONLY APPLY TO 3M™ 360 ENCOMPASS™ MANAGED CLOUD SERVICES, AS IDENTIFIED ON THE APPLICABLE SCHEDULE 2.**

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- A. Purpose.** 3M™ 360 Encompass™ Managed Cloud Services ("3M Managed Cloud Services") provides for the provisioning of 3M™ 360 Encompass™ System in the Cloud, where 3M will manage, maintain, monitor, and support the hardware and software provided by 3M for the purpose of hosting 360 Encompass for the Client. 3M Managed Cloud Services is comprised of a set of core services in addition to optional services that may be set forth in an SOW. The hosted version of 360 Encompass System utilizes the same 3M Community Cloud used by 3M 360 Encompass when implemented on-premises. In order to provide the necessary user experience, a site-to-site VPN is required to meet security and performance requirements.
- B. Definitions.**
- B.1.** "Carrier" means the underlying provider(s) of the applicable Circuits
- B.2.** "Circuit" means all access types such as DSL, cable, wireless access, ethernet, T1s, fiber, and DIA.
- B.3.** "CPE" means Client Premises Equipment that is included with 3M Managed Cloud Services unless specified otherwise in the SOW.
- C. Access to Premises.** Establishing connectivity requires that certain activities be coordinated by 3M and our business partners and will require on-site activities. Client is responsible for ensuring access to the physical locations necessary to complete the implementation activities, as further set forth in the SOW.
- D. The following may result in additional fees to Client:**
- D.1.** Failure to allow access at the required, agreed upon times. If Client delays or postpones a scheduled event with less than seven (7) day notice, Client shall pay to 3M all reasonably incurred and nonrefundable expenses associated with the delayed or postponed event, and a rescheduling fee calculated to represent one (1) day's fee for the canceled event. If the delivery of a scheduled event, Services, or Consulting Services is delayed at Client's request, the entire schedule may be extended at 3M's discretion, it being understood that any such extension may exceed the delay requested by Client.
- D.2.** Scheduling of services after-hours, weekend, holidays, or on an emergency basis.
- D.3.** Changes in Services such as, but not limited to:
- D.3.1.** adding or removing 3M products, which will be memorialized by way of an amendment to the Agreement
- D.3.2.** significant changes to the number of users or data ingested in 3M Applications, which will be memorialized by way of an amendment to the Agreement
- D.3.3.** changing the speed of the circuit, or other moves or changes to the circuit
- D.3.4.** additional cabling, construction, remediation work, or other services necessary based on the site survey results (or if the site is not serviceable).
- E. Client will:**
- E.1.** Provide a suitable environment (including rack space, power, and connectivity to the Client firewall) for installation of the VPN, modems, and applicable CPE. Client will provide free and clear pathways to any installation site.
- E.1.1.** Client will allow installation of the CPE inside the Client's firewall/DMZ.
- E.2.** Return the modems/CPEs provided by 3M within thirty (30) days of termination of the services, or, alternatively, allow 3M or its business partners to pick up the device.
- E.3.** Securely store any CPEs shipped to Client while awaiting installation of the VPN.

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- F. 3M will use commercially reasonable efforts to notify Client in advance in the event the Carrier elects to modify, cease or materially reconfigure the Circuit. Client's sole remedy, and 3M's sole liability, for any deficiency or non-performance of any of the services performed by the Carrier shall be the credits set forth in the SLA for the 3M Managed Cloud Services. In an extreme circumstance, if needed, 3M will work with Client to temporarily establish a VPN to an existing Client-provided device, until such time that the Carrier is able to restore the Circuit.
- G. Client understands that the Carrier reserves the right to interrupt Carrier services for maintenance, upgrades, and other operational reasons, at its sole discretion on a scheduled or as-needed-basis and that Client shall not receive any compensation for such interruptions. To the extent commercially feasible, 3M will notify Client ten (10) business days prior to any scheduled network maintenance and limit such maintenance to the repair window between 1 A.M. and 5 A.M. local time in the impacted region.
- H. CLIENT ACKNOWLEDGES THAT, IN CONNECTION WITH THE SERVICES PROVIDED BY A CARRIER UNDER THIS AGREEMENT, INFORMATION SHALL BE TRANSMITTED OVER LOCAL EXCHANGE, INTEREXCHANGE AND INTERNET BACKBONE CARRIER LINES AND THROUGH ROUTERS, SWITCHES AND OTHER DEVICES OWNED, MAINTAINED AND SERVICED BY THIRD PARTY LOCAL EXCHANGE AND LONG-DISTANCE CARRIERS, UTILITIES, INTERNET SERVICE PROVIDERS, AND OTHERS, ALL OF WHICH ARE BEYOND THE CONTROL AND JURISDICTION OF 3M. ACCORDINGLY, 3M ASSUMES NO LIABILITY FOR OR RELATION TO THE DELAY, FAILURE, INTERRUPTION OR CORRUPTION OF ANY DATA OR OTHER INFORMATION TRANSMITTED IN CONNECTION WITH THE CARRIER SERVICES PROVIDED UNDER THIS ADDENDUM.



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**PROPRIETARY 3M CONFIDENTIAL TRADE SECRET, COMMERCIAL OR FINANCIAL INFORMATION.**

Do not release or disclose any information in this document under any Open Records Act, Freedom of Information Act, or equivalent law.  
Release or disclosure is prohibited without 3M consent. Immediately report any request to 3M.

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## ATTACHMENT 1 360 ENCOMPASS SYSTEM IMPLEMENTATION SERVICES GENERAL SCOPE AND OBJECTIVES

### SUMMARY

#### Purpose

3M™ 360 Encompass™ System (360 Encompass) incorporates expert logic and intelligent mapping tools to automate and streamline inpatient and outpatient coding and concurrent documentation review processes. It uses our Natural Language Processing (NLP) technology to analyze and auto-suggest clinical documentation improvement queries for documentation review specialists. The solution “reads” records before post-discharge coding to suggest the majority of codes to the clinical documentation improvement (CDI) specialists and coders for review and validation. This functionality increases productivity and efficiency without compromising accuracy and compliance.

360 Encompass integrates seamlessly with the 3M™ Coding and Reimbursement System to deliver and edit the working and final code assignment in a single, easy-to-use desktop view. In addition, it includes resources to analyze quality indicators such as potentially preventable complications (PPCs), potentially preventable readmissions (PPRs), patient safety indicators (PSIs), pediatric and neonatal quality indicators (PDIs and NQIs), hospital-acquired complications (HACs), and all-cause readmissions (ACRs).

#### Definitions

Capitalized terms not otherwise defined in this Scope of Work will have the meanings given in the main body of the Agreement.

- a. “FACILITY” unless otherwise defined hereinafter shall have the same meaning as the Authorized Site(s) listed on the Software Schedule hereinabove.

**Construction.** This Scope of Work is incorporated into the Agreement. In the event of any conflict between this Scope of Work and the main body of the Agreement, the main body will govern. The provisions of this Scope of Work govern only the subject matter hereof and not any other subject-matter covered by the Agreement.

**Disclaimer.** This Scope of Work covers 3M's standard implementation and training for 360 Encompass System. Client's implementation and training may vary depending on the mutually agreed upon Implementation and Training Plan. In the event of any conflict between the implementation plan and this Scope of Work, for differences between the project plan and this SOW that do not materially affect the products or services delivered, the implementation plan shall govern. For differences that materially affect the products or services being delivered, a change request and/or contract amendment may be required.

#### Objective and Scope

This Scope of Work describes implementation services that 3M Health Information Systems (HIS) will provide to the Client for the following modules or applications within the 360 Encompass.

- Computer Assisted Coding (CAC) – Inpatient and Outpatient facility coding
- Clinical Documentation Improvement System (CDIS) – Inpatient CDI Coding and Queries
- Coding Excellence (CRS, Advanced Analyzer, DRG Options, IP/OP Codes)

3M Implementation Services help the client establish workflow for product functionality and better “operationalize” the unique features of 3M software. This will include clinical documentation improvement, coding, quality, and reconciliation for inpatient, outpatient, services.

In addition to building and installing the system, implementation services help our clients identify process improvements prior to system implementation, better understand how to develop interfaces and configure the system, redesign workflows to adapt to the system, measure system productivity, and guide staff and users through the change.

### **Project Structure (Single Wave – Version 1)**

The 360 Encompass solution will be configured for Client facilities in their current environment, integrated with their EMR system in the following format:

The facilities listed above will be implemented in a single wave, with the access sites all going live at the same time as the install site. Additional waves or facilities are not within the scope of this services agreement.

### **Service Delivery - During Regular Working Hours**

Go-live services and support for the 360 Encompass suite of products will be provided during 3M business hours, defined as 7:30 AM EST to 8:30 PM EST Monday through Friday, with the exclusion of 3M holidays.

The service delivery terms referenced in this SOW and statements above apply only to the Implementation services for Client go live of 360 Encompass, and do not reflect on the scope of services offered by 3M for the support and maintenance of the 3M products outside of the implementation cycle.

The foregoing are included in the one-time Implementation and Training fees set forth in the Agreement. These products and services will be implemented in the framework of a single project, with all the components being installed, configured, tested, and going live within the specified project phases.

### **ENGAGEMENT APPROACH AND METHODOLOGY**

3M Implementation Services provide project management, technical expertise, and operational support to help the Client successfully install and transition users to 360 Encompass with minimal impact on daily operations, and revenue cycle performance. The goals are to help the organization optimize software workflows, accommodate related business/functional processes (documentation, coding, quality, and/or reconciliation), and accelerate user adoption.

Implementation services span project planning, process and workflow redesign, change management, testing, installation, user training, user adoption, monitoring, and first-year follow-up support, including the following:

- 3M dedicated points of contact from contracting through the first year of adoption
- Defining organization's goals and desired outcomes of implementing 3M solutions
- Development of the project plan and timeline
- Workflow discussions to define the processes
- Assistance with system configuration and validation in production and test environments,
  - Customized setups
  - User profiles
  - Document set-up
  - Sections for auto-suggestion
- Guidance to meet 3M requirements for inbound interfaces (developed by the Client) from the EMR and other information systems into 360 Encompass and outbound into the EMR, billing system, or other system
- A detailed baseline testing plan
- Training for the system administrators and the testing team prior to testing
- On-site technical support during client validation testing and go-live
- Assistance with the final cut-over from the pre-production/testing environment to a production environment, including ancillary systems and inbound and outbound interfaces
- End user training of defined number of software users
- Onsite functional support (e.g., HIM guidance) for configuration set-up, validation testing, go-live, and post-implementation
- Observation of the live system in use to verify effective utilization
- Post-implementation training from the 3M consulting team on software upgrades and new features
- Post-implementation evaluation of productivity and efficiency by the 3M consulting team
- Calibration of system settings, preferences, etc. as the system becomes stable



3M will provide qualified resources to perform the services and will strive to maintain the continuity of the project team throughout the implementation.

**Implementation Methodology**

Table 1 outlines the activity of the Implementation Services team during key project stages, under direction of the engagement manager, project manager, and BPAS consultant. Further detail on training sessions is outlined in Table 2.

**Table 1. Key Activities by Project Stage**

Stage	Activities	Deliverables
<p><b>Project Initiation</b></p>	<ul style="list-style-type: none"> <li>• Confirm the contract and scope</li> <li>• Discuss high-level milestones</li> <li>• Launch call with client implementation team to introduce key 3M roles and review implementation activities</li> <li>• Develop, monitor and track the project work plan                             <ul style="list-style-type: none"> <li>○ Organize project teams &amp; document roles/responsibilities</li> <li>○ Develop communication plan</li> <li>○ Develop issue tracking process</li> <li>○ Develop cutover plans</li> </ul> </li> <li>• Review requirements and outline the scope for medical record documents and interfaces (document, provider, and interface scoping)</li> <li>• Contact IT and/or other vendors about needed interfaces</li> <li>• Confirm hardware and supporting software requirements,</li> <li>• Establish remote access for 3M HIS installation personnel</li> <li>• Finalize plans for functions and interfaces</li> <li>• Schedule the planning and assessment meeting</li> <li>• Set a date for CAC system installation</li> </ul>	<ul style="list-style-type: none"> <li>• Document scope</li> <li>• Project workbook</li> <li>• Issue tracking database or process</li> <li>• Status reports</li> <li>• Interface specifications</li> </ul>
<p><b>Project Planning and Assessment</b></p>	<ul style="list-style-type: none"> <li>• Conduct onsite project kickoff meeting and assessment                             <ul style="list-style-type: none"> <li>○ Introduce key roles</li> <li>○ Review the project work plan</li> <li>○ Review the workflow questionnaire</li> <li>○ Review client homework, including metrics and needs for workflow; people to interview</li> <li>○ Discuss use/preferences for, queries, notifications, worklists, and reports</li> </ul> </li> <li>• Conduct software demo                             <ul style="list-style-type: none"> <li>○ Discuss client preferences/policies regarding queries, notifications, and worklists</li> <li>○ Discuss use/relevance of dashboards and reports</li> </ul> </li> <li>• Review operational and departmental procedures                             <ul style="list-style-type: none"> <li>○ Interview key stakeholders on processes, policies, workflow, and inter-departmental communications</li> <li>○ Determine impact on 360 workflows</li> <li>○ Review findings with the executive team</li> </ul> </li> <li>• Shadow software users for current workflow</li> <li>• Create workflow diagrams (CDI, facility coding, physician coding, quality, query management, reconciliation, audit, denials and appeals, as they apply)</li> <li>• Deliver reports and results from workflow discussions, including executive summary of decisions, workflow diagrams, and recommendations</li> <li>• Schedule testing and training</li> <li>• Review and analyze current HIM coding documents</li> <li>• Determine benchmark metrics</li> <li>• Determine values for system tables and parameters                             <ul style="list-style-type: none"> <li>○ Set up configurable tables</li> <li>○ Populate user-defined fields</li> </ul> </li> <li>• Complete documentation and interface scoping</li> <li>• Consult by phone, as needed (remote)</li> </ul>	<ul style="list-style-type: none"> <li>• Workflow questionnaire</li> <li>• Client homework</li> <li>• Interface specifications</li> <li>• BPAS workflow and mapping</li> <li>• BPAS configuration recommendations</li> <li>• System table import file</li> <li>• Training plan</li> <li>• Testing plan</li> <li>• Recommendations for document scoping, provider scoping, sectioning, setup of configuration tables, and user-defined fields</li> <li>• Executive summary of process decisions and recommendations</li> </ul>
<p><b>System Build and</b></p>	<ul style="list-style-type: none"> <li>• Deploy servers</li> </ul>	<ul style="list-style-type: none"> <li>• Configuration document</li> </ul>

Stage	Activities	Deliverables
<b>Configuration</b>	<ul style="list-style-type: none"> <li>• Review outcome of workflow redesign</li> <li>• Install applications; remotely install and configure the CAC system</li> <li>• Import system parameter tables</li> <li>• Test the installation</li> <li>• Install interfaces                             <ul style="list-style-type: none"> <li>○ Receive ADT, provider, and documents/result feeds from client systems to 360 Encompass</li> <li>○ Receive production level data from the client to validate interface feeds</li> <li>○ Complete and test interfaces; validate with the client</li> </ul> </li> <li>• Sign off on interface testing of documents</li> <li>• Set dates to train super-users who will test the software</li> <li>• Provide a test plan</li> <li>• Unit test system components</li> <li>• Test software functionality and reports</li> <li>• Validate CVT settings and provider file prior to onsite CVT visit; compare to configuration document</li> </ul>	<ul style="list-style-type: none"> <li>• Workflow diagram (Vizio)</li> <li>• Applications installed and servers deployed</li> <li>• Configured test application</li> <li>• Unit tested interfaces</li> <li>• Validated hardware and software environment</li> </ul>
<b>Client Validation and Testing (CVT)</b>	<ul style="list-style-type: none"> <li>• Train and review functionality with CDI users and coders assigned to CVT (champions)</li> <li>• Provide system administrator training to client managers and the system/application analyst</li> <li>• Conduct integrated testing on site                             <ul style="list-style-type: none"> <li>○ Review test results</li> <li>○ Evaluate prioritization set-up</li> <li>○ Validate functionality and data posting into fields for CAC-CDIS</li> <li>○ Validate third-party abstractor and rules</li> <li>○ Trouble-shoot testing issues</li> </ul> </li> <li>• Test script review (CVT workbook)</li> <li>• Test and update workflow documents</li> <li>• Train staff to use support.3mhis.com for support</li> <li>• User sign-off</li> </ul>	<ul style="list-style-type: none"> <li>• CVT workbook</li> <li>• Revised workflow documents</li> <li>• Administrator training</li> <li>• System validation</li> <li>• Sign-off for training</li> <li>• Plan to cut over to live system</li> <li>• Visit report</li> </ul>
<b>Go-Live Prep</b>	<ul style="list-style-type: none"> <li>• Confirm user access and workstation readiness</li> <li>• Provide training materials</li> <li>• Perform final installation tasks, as needed</li> </ul>	<ul style="list-style-type: none"> <li>• Training materials</li> <li>• Go Live plan/agenda</li> <li>• System ready for go-live</li> </ul>
<b>Annotation End-User Training and Go-Live</b>	<ul style="list-style-type: none"> <li>• Train CDI users on CDI application and workflow</li> <li>• Train coding staff on CAC application and workflow</li> <li>• Review with staff use of 3MClientCare.com</li> <li>• Transfer production operations to the new system; CAC and CDIS used actively for coding patient records</li> <li>• Provide onsite go-live support</li> <li>• Address and resolve technical issues as necessary</li> <li>• Validate system configuration</li> <li>• Monitor system output; address and resolve HIM issues as necessary</li> <li>• Update workflow documents</li> <li>• Confirm collection of baseline metrics</li> </ul> <p><i>Go-live activities may be repeated in the case of a phased rollout. Client reviews are conducted at the end of each roll-out phase. Training is repeated as necessary during each roll-out phase.</i></p>	<ul style="list-style-type: none"> <li>• Trained users</li> <li>• Live on the new system</li> <li>• Revised workflow documents and system configuration (as needed)</li> <li>• Confirmed collection of baseline metrics</li> </ul>
<b>Go-Live for Inpatient and Outpatient Auto-Suggested Coding</b>	<ul style="list-style-type: none"> <li>• Extract IP data for NLP engine tuning</li> <li>• Establish OP production feed to NLP engine</li> <li>• Complete OP coding preference worksheets</li> <li>• Validate codes returning from NLP</li> <li>• Train users on inpatient/outpatient auto-suggest functionality (remote, two-hour session)</li> <li>• Activate the full system; go live</li> </ul>	<ul style="list-style-type: none"> <li>• Auto-coded records at "review" status</li> </ul>
<b>Post Go-Live</b>	<ul style="list-style-type: none"> <li>• Transition ongoing technical support to 3M HIS Support</li> </ul>	<ul style="list-style-type: none"> <li>• Visit report</li> </ul>



Stage	Activities	Deliverables
<b>Engagement with Client Support</b>	<ul style="list-style-type: none"> <li>• Resolve all outstanding go-live issues</li> <li>• BPAS consultant follow-up events</li> <li>• Quality analytics training</li> <li>• Report training</li> <li>• Evaluate project success</li> <li>• Obtain post-implementation performance metrics to compare against baseline</li> <li>• Obtain key operational reports</li> <li>• Voice of Customer</li> <li>• Technical system health check (two weeks post go-live)</li> </ul>	<ul style="list-style-type: none"> <li>• Sign off</li> <li>• Post-implementation project workbook completed</li> </ul>
<b>Post-Implementation Follow-up Visit</b>	<ul style="list-style-type: none"> <li>• Visit the site three months post go-live to review user adoption</li> <li>• Meet with staff and management; discuss and review workflow, process, software, reports, recommendations, and action items</li> <li>• Shadow and coach software users</li> <li>• Provide tips and tricks training for software users</li> <li>• Provide training to management and/or leadership, as needed</li> <li>• Collect post go-live metrics</li> <li>• Conduct an exit meeting with the executive team</li> </ul> <p><i>Follow-up visits are onsite for the first 360 Encompass module implementation. When subsequent modules are installed, follow-up visits may be conducted remotely, if the consultant is not onsite.</i></p>	<ul style="list-style-type: none"> <li>• Tips and tricks software training</li> <li>• Revised workflow documents and system configuration (as needed)</li> <li>• Follow-up exit report</li> </ul>
<b>Second Follow-up Visit</b>	<ul style="list-style-type: none"> <li>• Visit onsite six months after the first follow-up for 360 Encompass</li> <li>• Address any critical issues impacting performance of 360 Encompass</li> <li>• Shadow and coach software users</li> <li>• Provide tips and tricks training for software users (onsite or remote)</li> <li>• Review utilization of software reports, especially those that measure project KPIs and NLP in coder and CDI workflow processes</li> <li>• Onsite meetings with staff and management; discuss and review workflow, process, software, reports, etc.</li> <li>• Collect post go-live metrics</li> <li>• Exit meeting with executive team</li> <li>• Deliver the executive summary, metric results, action item list, and recommendations</li> <li>• Remote technical review with findings and recommendations, nosology retune (if needed), and reports overview</li> <li>• Remote training to address software updates and workflows</li> </ul>	<ul style="list-style-type: none"> <li>• Report on performance trends</li> <li>• Tips and tricks software training</li> <li>• Revised workflow documents and system configuration (as needed)</li> <li>• Final implementation report</li> </ul>
<b>Follow-up Visits in Year 2 and Beyond (optional; requires BPAS Follow-up SKU)</b>	<ul style="list-style-type: none"> <li>• Visit onsite 12 months post-implementation</li> <li>• Address any critical issues impacting performance of 360 Encompass</li> <li>• Verify optimal configuration and performance</li> <li>• Meet with staff and management; review new features/functionality</li> <li>• Shadow software users</li> <li>• Provide tips and tricks training for software users; reinforce features to improve efficiency</li> <li>• Collect post go-live metrics</li> <li>• Conduct an exit meeting with executive team</li> <li>• Deliver the executive summary, metric results, action item list, and recommendations</li> </ul>	<ul style="list-style-type: none"> <li>• Report on performance trends</li> <li>• Tips and tricks software training</li> <li>• Exit meeting with executive team</li> </ul>

**Note:** In cases where modules of 360 Encompass are rolled out in phases within a site or region, BPAS follow-up visits for early modules may be combined with pre-implementation onsite visits for later modules.

**Client Training**

3M provides training that complements and enhances the use of 360 Encompass. Combining proprietary information tools and training content, 3M trainers focus on teaching the staff and management team the capabilities of the system, including information for the management team on how to create and interpret reports in 360 Encompass.

3M's training integrates expertise from different functional specialists to make sure that end users understand technical requirements, application features and functionality, workflow, data output, and troubleshooting. Training sessions are delivered both onsite and remotely as web meetings and include hands-on instruction at system go-live. This approach builds a strong foundation for application, utilization, and Client satisfaction. It also fosters confidence and acceptance by end users and departments. All training is delivered by experienced and knowledgeable 3M Health Information System employees.

3M provides several types of training during the implementation process:

**System Administrator Training**

This training is provided early in the project before the 3M system testing component (client validation testing or CVT) to ensure the system administrators understand administration of the 3M software prior to the testing cycle.

**Client Testing Team Training**

This training familiarizes the members of the Client's testing team with the 360 Encompass solutions, coding and CDIS functionality, to ensure they understand how the system operates and facilitate successful testing. This training is limited to the subset of administrators, super users, and system administrators directly involved in the testing process.

**End User Training**

This training is provided at go live for the coding, CDI, and functionality of the 360 Encompass products being implemented. The training component for CDI staff will be provided for up to a maximum of 8 documentation specialists/concurrent review staff members. If additional staff members are added to the training sessions, additional fees apply, and this Scope of Work will be amended as necessary.

Table 2 outlines the training provided during client validation testing and go-live.

<b>Table 2. Training Overview – Client Validation and Go Live</b>		
<b>Functionality</b>	<b>Delivery Method</b>	<b>Content</b>
<b>System Administrator Training</b>	Delivered in preparation for the system testing (CVT) On-site or via web conference: <ul style="list-style-type: none"> <li>• Lecture/demonstration</li> <li>• Two-hour session</li> <li>• Requires training room with configured workstations and overhead projector</li> <li>• May be supplemented with web conference meetings</li> <li>• Audience: system administrator(s), functional leaders</li> </ul>	<u>With managers:</u> <ul style="list-style-type: none"> <li>• System design and build requirements for each product installed</li> <li>• System verification and testing</li> </ul> <u>Configuration overview:</u> <ul style="list-style-type: none"> <li>• Coder View (CV Configuration training) (1 session, 2 hours)</li> <li>• Exclusions</li> <li>• Facilities</li> <li>• Documents</li> <li>• Provider table management</li> <li>• Settings management</li> <li>• Sections/view management</li> <li>• Custom Edits</li> <li>• Web Reporting (HIM Supervisors)</li> </ul>



Table 2 outlines the training provided during client validation testing and go-live.

**Table 2. Training Overview – Client Validation and Go Live**

Functionality	Delivery Method	Content
<b>CVT Training – Computer-Assisted Coding</b>	Delivered in preparation for the system testing (CVT) On-site: <ul style="list-style-type: none"> <li>• Lecture/demonstration followed by hands-on examples</li> <li>• Two days on site (maximum of 15 attendees per session)</li> <li>• Requires training room with configured workstations and overhead projector</li> <li>• Audience: Core user group</li> </ul>	System overview: <ul style="list-style-type: none"> <li>• Coder View</li> <li>• Patient Visit ID</li> <li>• Documents and Sections</li> <li>• Imaged Based Documents</li> <li>• Laboratory Results/Summary</li> <li>• Review Codes</li> <li>• Calculate and Complete (Codefinder)</li> <li>• CAC Navigation</li> <li>• Workflow validation</li> </ul>
<b>CVT Training – Clinical Documentation Improvement</b>	Delivered in preparation for the system testing (CVT) On-site: <ul style="list-style-type: none"> <li>• Two days in both the classroom and in the patient care setting for CDI staff</li> <li>• Requires training room with configured workstations and overhead projector</li> <li>• Audience: Core user group</li> </ul>	<ul style="list-style-type: none"> <li>• CDIS overview</li> <li>• Introduce Concurrent review workflow developed during Business Process Redesign</li> <li>• CDI View</li> <li>• Train on CAC functionality and viewing documents during review</li> </ul>
<b>CDI End User Training</b>	Delivered at the time of the Go-Live Day 1 <ul style="list-style-type: none"> <li>• CDIS training in a classroom setting with the concurrent review staff</li> <li>• Concurrent review staff clinical practice in the classroom with a 3M instructor</li> </ul> Day 2 <ul style="list-style-type: none"> <li>• Concurrent review staff clinical practice on the patient units, classroom or office setting</li> <li>• Coder introduction to the mismatch resolution process (1.5 hours)</li> <li>• CDI question and answer period in the classroom at the end of the day (1 hour)</li> </ul> Day 3 <ul style="list-style-type: none"> <li>• Concurrent review staff clinical practice on the patient units, classroom or office setting</li> <li>• Introduction to reports with management team</li> <li>• CDI question and answer period in the classroom at the end of the day (1 hour)</li> </ul> Day 4 Concurrent review staff clinical practice on patient units	<ul style="list-style-type: none"> <li>• CDIS overview</li> <li>• Introduce Concurrent review workflow developed during Business Process Redesign</li> <li>• CDI View</li> <li>• Train on CAC functionality and viewing documents during review</li> </ul>
<b>CAC End User Training</b>	Delivered at the time of the Go-Live Day 1 <ul style="list-style-type: none"> <li>• CAC training in a classroom setting with the coding staff and practice in the classroom with a 3M instructor</li> </ul> Day 2 <ul style="list-style-type: none"> <li>• Practice in the classroom or office setting with 3M staff</li> </ul> Day 3 <ul style="list-style-type: none"> <li>• Practice in the classroom or office setting with 3M staff</li> </ul> Day 4 <ul style="list-style-type: none"> <li>• Practice in the classroom or office setting with 3M staff</li> </ul> Report overview with management (1 hour)	System overview: <ul style="list-style-type: none"> <li>• Coder View</li> <li>• Patient Visit ID</li> <li>• Documents and Sections</li> <li>• Imaged Based Documents</li> <li>• Laboratory Results/Summary</li> <li>• Review Codes</li> <li>• Calculate and Complete (Codefinder)</li> <li>• CAC Navigation</li> </ul>

Table 2 outlines the training provided during client validation testing and go-live.

**Table 2. Training Overview – Client Validation and Go Live**

Functionality	Delivery Method	Content
Quality Analytics End User Training	Two-hour remote training	<ul style="list-style-type: none"> <li>Quality reports</li> <li>Embedded quality indicators</li> </ul>

### 3M Implementation Services Team

The 3M Implementation Services team is led by a 3M engagement manager and includes implementation specialists, project managers, analysts, trainers, consultants, and subject matter experts. They have access to tools, templates, and collective experience acquired by 3M HIS over years of managing implementation engagements and software upgrades.

The Implementation Services team will collaborate with the Client project team to complete activities outlined in the project plan. The following roles comprise the 3M HIS Implementation Services team. (The roles and responsibilities of the client project team are described in a later section.)

The **engagement manager** provides overall project oversight and coordinates all project planning activities and communications across the implementation team.

- Oversees project deliverables
- Serves as primary contact and project lead with clients
- Serves as the primary escalation point for project, resource and timeline discrepancies
- Assists with the development and management of project timeline
- Develops project charter and communication plan
- Responsible for the overall success of the project engagement
- Provides executive leadership updates

The **project manager** tracks and coordinates CAC/CDIS specific project activities.

- Serves as the primary point of contact for the project details
- Develops and manages the project timeline
- Manages completion of contractual milestones and defined work plan tasks
- Coordinates resources for all client activities
- Communicates on project status, issues and tasks

The **Business Process Advisory Services (BPAS) consultant**, as an expert in HIM, CDI and coding workflows, advises how to establish the optimal software workflow and department processes to conform to, or improve, the client's business processes. This individual provides an ongoing point of contact after software go-live and follows up with onsite visit to ensure user adoption.

- Primary workflow expert
- Works with both the coding and CDI user teams to adjust workflow according to best practice with use of the 3M 360 application solutions
- Follows client progress and assesses application use after the application go live
- Works collaboratively and on-site with Clients to understand their business operations and challenges

The **implementation consultant** assists with workflow analysis, product configuration, training and support.

- Serves as primary application expert
- Conducts product assessments, system build, system administrator training and support
- Communicates status of required tasks and issues
- Assist with scoping activities as required
- Assists with troubleshooting and resolution of issues as they arise

The **outpatient coding implementation consultant** assists with workflow analysis and product configuration for outpatient autosuggest

- Analyze coding output based on document and verbiage utilization
- Serve as the primary outpatient application expert
- Assists with troubleshooting and resolution of issues as they arise

The **interface analyst** works with the client's integration team to configure and test the ADT, Provider (MFN), Charge (DFT), document (MDM) and Result (ORU) interface(s).

- Serves as primary integration/interface expert
- Provides remote HL7 interface configuration and support



- Assists with troubleshooting and resolution of issues as they arise
- Ensures that necessary interface transactions are tested

The **technical engineer** evaluates established hardware configuration and conducts software installation.

- Conducts technical assessment and review of hardware
- Ensures hardware meets recommended specifications
- Installs the application on the servers
- Completes technical training as needed
- Assists with troubleshooting and resolution of issues as needed
- Provides support to the project team

**Coding workflow trainers** are experts in coding practices and workflow and will conduct application training to optimize use.

- Responsible for training client managers and end users in use of 360 Encompass coding solutions
- Delivers classroom based and web-based training in the use of 3M CAC software and web reports.
- Provides education on coding regulations, documentation, compliance, and working with related 3M HIS products and specialty programs related to individual areas of HIM expertise
- Assists with Coding education as it relates to HIM departmental metrics improvement

**CDI workflow trainers** are experts in CDI practices and workflow and will conduct application training to optimize use.

- Responsible for training client managers and end users in use of 3M Encompass CDIS software
- Delivers classroom based and web-based training in the use of 3M CDIS software and reports
- Instructs on creation and interpretation of reports within CDIS

**Quality analytics workflow trainers** are experts in quality analytics practices and workflow and will conduct application training to optimize use.

**Inpatient coding nosologist**

- Responsible for review of document extracts
- Analyze coding output based on document and verbiage utilization

**Outpatient coding analyst**

- Responsible for review and validation of outpatient documents
- Analyze coding output based on document and verbiage utilization for outpatient documents

**Client Resource Requirements for 360 Encompass Implementation**

Successful implementation requires the collaboration of key individuals in the client organization, some from the facility, and others at the executive or corporate level. They will work with the 3M engagement manager, project manager and BPAS consultant to execute the project work plan.

Involvement of Client employees on the project team is critical to help set appropriate expectations, achieve milestones, communicate project progress, coordinate with third-party vendors, and escalate issues to the appropriate source in a timely manner. Their contributions ensure effective application training, go-live support, and post-implementation utilization.

Client employees will be needed in the roles describes in Table 3. The same individual may fill multiple roles, depending on expertise. Some roles may be filled by two or more individuals, depending on the scope of the project and the task.

<b>Client Role</b>	<b>Responsibilities within the Project Team</b>	<b>Requirements</b>
Executive sponsor	<ul style="list-style-type: none"> <li>• Ensure appropriate resourcing for project implementation</li> <li>• Resolve escalated issues</li> </ul>	
Business owner (such as HIM director, CDI manager,	<ul style="list-style-type: none"> <li>• Provide oversight throughout the project</li> <li>• Set direction for system build workflow redesign, policies, and procedures</li> <li>• Engage from project initiation through follow-up</li> </ul>	<u>Level of effort</u> As much as .25 FTE
Project manager(s)	<u>Execution of the project plan</u> <ul style="list-style-type: none"> <li>• Work with 3M to develop a master project plan of all client tasks, including requirements, interface development, and testing</li> </ul>	<u>Level of effort</u> <ul style="list-style-type: none"> <li>• FTE requirements based on timing of project phases, at a minimum:                             <ul style="list-style-type: none"> <li>○ .5 FTE for CAC</li> </ul> </li> </ul>

Table 3. Client Roles and Responsibilities		
Client Role	Responsibilities within the Project Team	Requirements
	<ul style="list-style-type: none"> <li>• Maintain project plan (% complete, actual and forecast dates)</li> <li>• Maintain risk and issues list</li> <li>• Maintain risk list</li> <li>• Guarantee adequate client resources are available to complete project milestones on time and within budget</li> <li>• Oversee day-to-day tasks related to the system implementation</li> <li>• Coordinate designated client employees to complete contractual milestones and tasks according to the project plan</li> <li>• Manage tasks in the project workbook</li> <li>• Participate/report in status meetings and executive updates as scheduled</li> <li>• Communicate strategic business goals of the organization and the project</li> <li>• Actively escalate and resolve system, policy, and procedure issues</li> </ul> <p><u>Facilitation of training</u></p> <ul style="list-style-type: none"> <li>• Develop a training plan with 3M</li> <li>• Identify training locations, participants, and daily schedules for all training</li> <li>• Set up training participants as users of the system for client validation and end user training</li> <li>• Distribute training materials</li> <li>• Support logistics for onsite training                             <ul style="list-style-type: none"> <li>○ Training room</li> <li>○ Configured workstations</li> <li>○ Overhead projector</li> </ul> </li> </ul> <p><u>Coordination of go-live planning</u></p> <ul style="list-style-type: none"> <li>• Define abstractor integration and facilitate installation</li> <li>• Create a detailed cutover plan</li> <li>• Manage cutover tasks</li> <li>• Create post-implementation go-live issue tracking</li> <li>• Transition post-implementation support to 3M Client Care</li> <li>• Participation in end user training and post implementation support is beyond the scope of this fee estimate.</li> </ul> <p><u>Collaborate to produce deliverables</u></p> <ul style="list-style-type: none"> <li>• Master project plan</li> <li>• Risk and issues list</li> <li>• Training plan</li> <li>• Go-live cutover plan</li> </ul>	<ul style="list-style-type: none"> <li>○ .25 - .5 FTE for CDIS</li> </ul> <p><u>Skills</u></p> <ul style="list-style-type: none"> <li>• Experience with healthcare project management</li> <li>• Knowledge of standard hardware and software operations procedures</li> <li>• Interpersonal, presentation, and problem-solving skills</li> <li>• Ability to understand a variety of user disciplines and requirements</li> <li>• Ability to provide leadership and direction in a managed change process</li> </ul>
Infrastructure/technical resources	<p><u>Technical implementation</u></p> <ul style="list-style-type: none"> <li>• Receive hardware requirements from 3M and address any questions from Client technical resources</li> <li>• Facilitate HW order and installation</li> <li>• Schedule 360 Encompass technical assessment and address any issues</li> <li>• Schedule 360 Encompass software load</li> <li>• Direct information systems staff in assigned tasks</li> <li>• Collect necessary data for baseline measures and performance metrics</li> </ul> <p><u>Deliverables</u></p>	<p><u>Level of effort</u></p> <ul style="list-style-type: none"> <li>• .25 FTE</li> </ul> <p><u>Skills</u></p> <ul style="list-style-type: none"> <li>• Experience in server administration</li> <li>• Thorough knowledge of the facility's technical environment</li> </ul>



Table 3. Client Roles and Responsibilities		
Client Role	Responsibilities within the Project Team	Requirements
	<ul style="list-style-type: none"> <li>• Technical assessment report with all issues addressed</li> <li>• Baseline measures</li> <li>• Ongoing performance measures</li> </ul>	
Interface analyst	<p><u>Development and system testing of inbound and outbound interfaces</u></p> <ul style="list-style-type: none"> <li>• Liaise with the 3M interface analyst</li> <li>• Schedule and participate in working sessions to define interface specifications</li> <li>• Facilitate sign-off of interface specifications</li> <li>• Create HL7 interfaces that meet 3M required specifications</li> <li>• Develop all interfaces to 360 Encompass (ADT, MFN, DFT, MDM, ORU) from the EMR and ancillary information systems</li> <li>• Test and support HL7 interface for ADT and documents                             <ul style="list-style-type: none"> <li>○ Coordinate timing of system testing of interfaces</li> <li>○ Develop system test plan covering each outbound interface</li> <li>○ Facilitate testing process for 360 interfaces. (3M will oversee the development and execution of test cases by Client staff. Execution of test cases by our team is beyond the scope of this fee estimate.)</li> <li>○ Facilitate system testing sign-off process</li> </ul> </li> <li>• Manage the cutover of production document interfaces to 360 pre-production system</li> </ul> <p><u>Deliverables</u></p> <ul style="list-style-type: none"> <li>• Completed interface specifications workbook</li> <li>• Outbound interfaces</li> <li>• System test plan</li> <li>• System testing sign-off</li> </ul>	<p><u>Level of effort</u></p> <ul style="list-style-type: none"> <li>• Up to 1 FTE</li> </ul> <p><u>Skills</u></p> <ul style="list-style-type: none"> <li>• Experience in managing interface servers</li> <li>• Good problem-solving skills</li> <li>• Experience creating HL7 interfaces</li> </ul>
System administrator(s) or application analyst(s)	<p><u>Functional expertise for each 360 Encompass module or application</u></p> <ul style="list-style-type: none"> <li>• Lead efforts to build and test CAC and CDIS</li> <li>• Schedule and participate in document scoping meetings to capture document requirements</li> <li>• Facilitate sign-off of document scoping and interface specifications</li> <li>• Act as the primary point of contact for the 3M project manager and analyst</li> <li>• Oversee day-to-day tasks related to implementing the module/application</li> <li>• Resolve and/or escalate implementation issues related to departmental policy and procedures</li> <li>• Ensure proper backups of the 3M HIS applications are captured</li> <li>• Perform system administration tasks</li> <li>• Manage the facility's anti-virus solution</li> <li>• Provide and monitor connectivity to web applications</li> <li>• Provide necessary service accounts to provide access to network resources.</li> <li>• Manage remote access solutions</li> <li>• Manage assigned tasks for detailed disaster recovery solution for 3M HIS applications</li> <li>• Participate in workflow configuration and business process review</li> </ul>	<p><u>Level of effort</u></p> <ul style="list-style-type: none"> <li>• .25 FTE for CAC</li> <li>• .25 FTE for CDIS</li> <li>• Additional individuals designated as backups for each facility and function</li> </ul> <p><u>Skills</u></p> <ul style="list-style-type: none"> <li>• Basic functional expertise related to the module/ application</li> <li>• Thorough knowledge of the business operation supported by the application</li> <li>• Thorough knowledge of current business workflow and policies</li> <li>• Good written and oral communication skills</li> <li>• Ability to interact effectively with different user groups at varying skill levels</li> <li>• Good decision-making skills within scope of authority</li> <li>• Ability to work effectively as a team lead</li> <li>• Ability to guide others through change</li> </ul>

<b>Table 3. Client Roles and Responsibilities</b>		
<b>Client Role</b>	<b>Responsibilities within the Project Team</b>	<b>Requirements</b>
	<u>Deliverables</u> <ul style="list-style-type: none"> <li>• Completed document scoping workbook</li> </ul>	
HIM or coding director	<ul style="list-style-type: none"> <li>• Workflow configuration</li> <li>• Business process review</li> <li>• Metrics and monitoring</li> </ul> <u>Deliverables</u> <ul style="list-style-type: none"> <li>• Baseline measures</li> <li>• Ongoing performance measures</li> </ul>	<ul style="list-style-type: none"> <li>• .25 FTE for CAC</li> </ul>
CDI director	<ul style="list-style-type: none"> <li>• Workflow configuration</li> <li>• Business process review</li> <li>• Metrics and monitoring</li> </ul> <u>Deliverables</u> <ul style="list-style-type: none"> <li>• Baseline measures</li> <li>• Ongoing performance measures</li> </ul>	<ul style="list-style-type: none"> <li>• .25 FTE for CDIS</li> </ul>
Coders (champions for CVT)	<ul style="list-style-type: none"> <li>• Assist the system administrator during testing and go-live</li> <li>• Implement the application in his/her own department</li> <li>• Assist in system build and testing</li> <li>• Actively participate in resolving departmental policy and procedure issues relating to implementation</li> </ul>	<u>Level of effort</u> <ul style="list-style-type: none"> <li>• .25 FTE from each facility</li> </ul> <u>Skills</u> <ul style="list-style-type: none"> <li>• Basic functional expertise related to the module/ application</li> <li>• Thorough knowledge of current business workflow and policies</li> <li>• Ability to work effectively with users at varying skill levels</li> </ul>
Clinical documentation reviewer (champion for CVT)	<ul style="list-style-type: none"> <li>• Assist the system administrator during testing and go-live</li> <li>• Implement the application in his/her own department</li> <li>• Assist in system build and testing</li> <li>• Actively participate in resolving departmental policy and procedure issues relating to implementation</li> </ul>	<u>Level of effort</u> <ul style="list-style-type: none"> <li>• 25 FTE from each facility</li> </ul> <u>Skills</u> <ul style="list-style-type: none"> <li>• Basic functional expertise related to the module/ application</li> <li>• Thorough knowledge of current business workflow and policies</li> <li>• Ability to work effectively with users at varying skill levels</li> </ul>
End users – coders, CDI reviewers, and any other roles who would be using the software	<ul style="list-style-type: none"> <li>• Use the software in live operations</li> </ul>	<ul style="list-style-type: none"> <li>• Availability for workflow discussions and software training</li> </ul>

### Project Assumptions

#### Access

- In developing the statement of work, 3M has assumed authorized individuals will have un-hosted remote access to servers during implementation.
- Servers will be available to 3M for remote access via 3M provided remote access or un-hosted VPN (Cisco or other VPN access) for remote system build or problem resolution, as needed. Remote access should be established no later than the onsite visit for project kickoff, otherwise project tasks and milestones may be delayed. When the client team is transitioned to 3M HIS Support after software go-live, un-hosted remote access can be revoked.
- 3M accounts will require local server admin rights.
- 3M personnel will be on-site to support initial site "go-live", unless otherwise determined.
- Support for interface integration will be provided remotely

#### System Hardware and Support

- The Client will maintain the 3M HIS server configuration such as operating system updates, backups, etc. The Client IT staff will attend all required training.



- The Client's IT organization is responsible for verifying end to end network configuration and testing for remote staff consisting of coding staff and designated others authorized for production use of the 3M HIS solutions.
- The Client will provide the server(s) in accordance with 3M HIS hardware and software requirements for the facility.
- The enterprise data center has sufficient connectivity to support all facilities and users within the client's network.

#### Interfaces, Data, and Testing

- The Client is responsible to develop all interfaces to meet 3M specifications, and providing the HL7 feed to the 3M engine and in the specified format (see 3M Interface Specifications).
- The Client must be able to export text-based documents and the physician table from HIS system(s) and create HL7 interfaces that meet 360 Encompass HL7 requirements
- 3M can accept as many document (MDM) and result (ORU) interfaces into the engine as the client would like to provide, as long as the documents, and source systems are identified in our document and interface scoping process, and are delivered within the testing phase of the project. Interfaces not ready during the 3M testing phase are considered out of scope and will require a separate services engagement with 3M for implementation.
- The Client needs to be able to provide unique patient, visit and provider identifiers across the enterprise system. If unique values are not available, the site needs to be able to send a unique visit identifier (PID18) within each facility along with a unique facility identifier (MSH4) for every HL7 message.
- The Client must be able to provide test data and production data to the 3M 360 test or pre-production system for appropriate validation.
- Test data will be needed for functional testing of the interfaces, and end to end validation through any outbound data feeds.
- Production data is typically turned on to flow into the Client's test or pre-production 360 Encompass system after interface CVT testing and enables the most accurate view of the data for 3M's Data Validation process.
- Optional outbound interfaces are available for the 360 Encompass suite of products for Final Codes/DRG, Working Codes /DRG and CDI Queries. These are only included in this scope of work if the appropriate interface specific lien items are included in the contract.
- The Client is responsible for the content validation and accuracy of site-specific data. 3M HIS will validate system functionality for the installed modules/applications.
- The Client will conduct end-to-end integration testing of all in-house and remote workflow, system integration, and connectivity.

#### Training Workspace

- The Client will use 3M provided remote connectivity for or provide secure connection information for remote training sessions.
- For onsite training, the Client will provide a designated training room. Class size is limited to 8 -10 student participants per session, and all student participants must have hands-on access to the appropriate 3M HIS application during training.

#### Staffing and Participation

- 3M HIS will work closely with Client leaders during the engagement.
- Client to provide resources with knowledge of current data and workflow for non-3M system and processes, directly related to the solution being implemented.
- Client staff will be assigned and available for 3M HIS's on-site visit activities. 3M HIS will provide a detailed visit agenda and participant list prior to each on-site visit. Each visit includes a follow-up task list with activities to be completed prior to the next scheduled visit.

### **360 ENCOMPASS ONGOING APPLICATION SUPPORT AND MANAGEMENT (POST GO LIVE)**

#### **Best Practices for 360 Encompass System Use**

3M supports our clients through differing implementation project methodologies, blending their unique needs and our best practices together to provide our clients the maximum value and reliability from the 3M products we deliver. 3M has created specific features, best practices, and methodologies to successfully integrate with various Registration, EHR or EMR vendors and to ensure the accurate and efficient operation of our software. Clients not adhering to 3M best practices may not receive the best user experience possible, and impact the accuracy of CDI and coding, application workflow, application performance, or the potential to receive maximum ROI from our products. 3M values your customer experience and has full confidence that working together we will achieve a successful 360 Encompass implementation, Go-live and continued benefits from your 3M products.

#### **System Maintenance**

3M has documented system maintenance and monitoring requirements in our 360 System Administrator guide and provides training for our clients in the process of system administration, maintenance, and monitoring during the scope of our project. In addition, we provide server sizing customized to the needs of your specific implementation that should allow for several years of growth in your enterprise. For the optimum operation of 3M's 360 product, these specifications, maintenance, and monitoring tasks should be observed.

3M estimates that the Client will require at least two part time Client employees to properly support and maintain this system. When one employee is unavailable a backup must be in place to continue support of the 3M 360 system and its users. Some functions may cross between System Analyst, Super User, and Department lead/Head roles.

Overall Support and Management Duties include, but are not limited to:

- Monitoring and Support 3M tools and logs
- Monitoring and Supporting HL7 interfaces
- Monitoring and Supporting encounter documentation quality
- Assisting the Client helpdesk to triage incidents/issues and refer appropriate incidents/issues to 3M and/or client IT.
- Networking Troubleshooting between end users and the Epic deployment environment.
- Remote user training and assistance
- User Worklist and Reports Administration
- Supporting Quarterly Updates
- Scheduling Non-Production and Production interactions with 3M Premium Support Update Services (PSUS) staff (If this service is contracted with 3M)
- Performing and supporting super user functional and quality testing after Non-Production and Production 3M Updates

Responsibilities on a periodic basis include, but are not limited to:

- Daily
  - Monitoring the HealthShare interfaces use the 3M Configure HealthShare utility.
  - Monitoring email for 3M support alerts, subscribed content alerts, and system notifications
  - Act as an escalation point for user authentication and access escalations from first line User support
  - Act as an escalation point for user workflow and system support escalations from first line User support
  - Assist CDI, Coding, and other Superusers with escalations from users that involve 3M
  - Running System Administrator reports
- Weekly
  - Monitoring the HealthShare interfaces: Use the Configure HealthShare utility to monitor interfaces.
  - Monitoring email for 3M support alerts and system notifications
  - Managing worklists
  - Creating custom templates
  - Assisting in running monthly reports
  - Evaluating application and event logs for issues
- Monthly
  - Review 360 Encompass What's New Documentation
  - Attend 3M monthly System Administrator webinar training
  - Updating lookup tables
  - Creating user-defined grouper(s)
  - Tuning NLP-enabled, prioritized worklists
  - Maintaining CAC Document Categories and Types
  - Updating 360 Encompass Service Pack(s)
  - Updating or installing Web CRS update(s)
- Quarterly
  - Updating 360 Encompass Service Pack(s)
  - Updating or installing Web CRS update(s)
  - Working with Physician records and tables
  - Purging Tomcat and HL7 logs
  - Purging CAC documents and session history

### Data Clean-Up Services

**Clean Data Requirements.** As part of the implementation process, 3M works together with our clients interactively testing and utilizing a toolset including 3M specifications, testing scripts and reports to ensure we are receiving the full set of data meeting the 3M requirements. As a final step to ensure our results, 3M will conduct a data validation of Client's current patient and visit data ("Data Validation") to ensure the accuracy and completeness of the Client data in 360 Encompass. To facilitate this process, the client must provide production data to the 360 Encompass System



for the Data Validation, to allow completion of the Data Validation at least 30 days prior to Go-Live. The Data Validation will analyze Client's current data and HL7 transactions and verify that the data being interfaced into 3M software meets 3M requirements ("Clean Data"). Client accepts all responsibility of rectifying any issues identified in the Data Validation to meet the Clean Data requirements prior to Go-Live, unless such issues are attributable to the acts or omissions of 3M.

**Data Clean-Up Fees.** Should Client choose to Go-Live without achieving a state of Clean Data, any post Go-Live efforts by 3M required to achieve Clean Data will be subject to additional services and accompanying fees ("Data Clean-Up"), as these data clean-up efforts are not within the scope of this agreement. Client agrees to pay the 3M standard Data Clean-Up fee of \$10,000 for each Data-Clean Up engagement with 3M, due upon date of invoice. Prior to performing any Data Clean-Up, all data identified by 3M which is not Clean Data and/or is adversely affecting the performance of the 3M software, and the necessary actions required to correct the issue will be clearly documented identified by 3M to establish the scope of work for the clean-up engagement. 3M may identify root causes of data issues that require correction in the Client's systems or interfaces prior to performing the Data Clean-Up Services.

Additional instances of data clean-up for ongoing or newly occurring data issues after the Go Live are not in the scope of this agreement. A new contract amendment for the appropriate services, meeting the guidelines above would be required for each service engagement with 3M for Data Clean-Up.

**PROPRIETARY 3M CONFIDENTIAL TRADE SECRET, COMMERCIAL OR FINANCIAL INFORMATION.**

Do not release or disclose any information in this document under any Open Records Act, Freedom of Information Act, or equivalent law. Release or disclosure is prohibited without 3M consent. Immediately report any request to 3M.

**ATTACHMENT 2  
 CDI AUTO-SUGGESTED OUTBOUND INTERFACE  
 3M AUTHORIZED USE CASES, DESTINATION SYSTEMS, LICENSES, AND GENERAL SCOPE AND OBJECTIVES**

The Scope of Work that 3M Health Information Systems ("HIS") will provide to Client includes the installation of and training for the following products and services as outlined in the above Amendment:

**Background**

3M includes within the 360 Encompass System license the necessary license and approval for Client to use the 3M proprietary APRDRG methodology to create ("Standardized Data"), as well as the associated length of stay data derived from the use of the APRDRG methodology, along with other licensed 3M content, interfaces, and materials for the 3M use case of Billing exclusively within the Clients EMR, and billing systems. Any additional use cases and destinations require advance 3M approval and an additional license for each approved use case, destination, or third party.

**Restrictions**

Client's data that has been standardized using 3M Clinical Documentation Improvement System ("Standardized Data"). The Standardized Data may not be sent to any other system (owed by Client or a third party) and many not be leveraged for any other use-case (e.g., Data Warehouse, Case Management, Performance management, Analytics or Reporting, Audits, or related services), and any other use not expressly authorized herein is strictly prohibited. 3M expressly forbids Client to use, permit to use, or transfer to a third party for use of Standardized Data in or with any deep learning, artificial intelligence, public cloud service, or data lake(s) or for any use which would potentially reverse engineer, assess or leverage machine learning, analytics, or related artificial intelligence technologies for any reason. For clarity this restriction includes client, subcontractor, partner, consultants, and external parties regardless of 3M licenses and use cases approved and acquired by client.

**3M Approved System Destinations, Use Cases, and Licenses**

The following licensed and Additional Use Case(s), destinations and systems are granted by this addendum:

<b>System Destination</b>	<b>Use Case</b>	<b>Data Elements Requested</b>	<b>3M License Required for requested use case</b>
Epic Systems CDI Module	Clinical Documentation Improvement only within Epic	MSDRG, MSDRG based GLOS and/or APRDRG, APRDRG based GLOS	APRDRG for Epic CDI module
Epic Systems Acute Case Management module	Patient Acute Case Management within Epic to support discharge planning	MSDRG, MSDRG based GLOS and/or APRDRG, APRDRG based GLOS	APRDRG for Epic Case Management module

**Interface License and Scope**

Subject to the terms of the Client Master Agreement and 3M Software Interface License Agreement, the annual Interface license will send to EPIC Systems for use exclusively for use-cases (purposes) of: Billing, Case management and CDI within Epic's modules, via 3M's interface subject to 3M's approved use and restrictions.

**Interface Use Restrictions**

Client agrees that by enabling this working codes interface that Client agrees not to permit the use of the working code data by any third party or for an unapproved use cases (including by Epic or by Client) and will direct any internal or third parties that may wish to use the "Standardized Data" via this feed, that use is prohibited without an appropriate license, and Client agrees to notify 3M and the third party that they must contact 3M to enter into an appropriate license agreement with 3M directly to support their data and/or use-case needs. If Client allows the Standardized Data to be passed to a third party directly or indirectly, or if the Standardized Data is in any way used for a use-case not specifically authorized in this agreement, 3M has the right to terminate this agreement, and disable the interface with 30 days written notice to Client. Client also acknowledges that 3M also would have the right to pursue an appropriate license, and potential legal remedies, for the use by Client and/or the third party which may include retrospective payments or other penalties associated with the unlicensed usage. 3M reserves the right to decline any use-case request, or third party based on its sole judgement and/or ability to reach terms for an appropriate license.



**Standardized Data accuracy or completeness**

3M does not guarantee the accuracy or completeness of the Standardized Data or of the Standardized Data received by EPIC. The CDIS Working Codes Outbound Interface outputs many data elements, including both MS-DRG and APR-DRG values, via an HL7 interface from the 360 Encompass System (360) to Epic's CDIS module. This interface includes all data elements as specified on the 'Working Codes Outbound' tab inside the latest '3M 360 Encompass Working Codes Outbound Interface' specifications document.

This interface includes Autosuggested Working DRG data for the content and use cases approved by 3M and licensed above on a periodic interval. Autosuggested Working DRG data will be sent from 3M to the approved destination systems once per day. Client is responsible to work with approved systems and use cases to ensure that receiving systems correctly update and manage the updates to leverage the Autosuggested Working DRG data appropriately (including not overwriting more accurate or complete data).

This interface, by design, does not include all aspects of the 3M content including the methodologies and documentation as to the rational, determination methods or criteria, subjective assessment, or the ability to regroup or re-calculate, or clinical evidence associated with the normalization. These, and other aspects of the methodologies are reserved for use within the 3M solution(s) and/or require a license for an additional product or solution from 3M. This is listed as informational purposes to ensure the limitations associated with interfaced data are understood and that 3M technologies are required for more advanced use of the methodologies, structured data, and clinical AI.

**Detailed Scope of Work**

This Amendment provides for 3M services to update the existing 360 Encompass configuration to send an additional 3M standard outbound feed of human reviewed Working DRG normalized data, including 3M proprietary data, exclusively for the approved and licensed use cases, destination systems, and users. No other use within the approved systems, or transfer of this data to any 3<sup>rd</sup> parties is permitted.

During the build of Client's 360 Encompass system the 360 CDIS Working Codes Outbound Interface will be built, configured, and tested together with other HL7 inbound and outbound interfaces. 3M Project management for this interface and other 3M resources required to support the project tasks associated with this interface will be provided by the current 3M 360 Encompass implementation team.

**Included Services**

The following represents the scope elements and services that 3M will provide to enable the interface to meet the scoped requirements.

- Creation of the 360 CDIS Working Codes Outbound Interface in the 360 Encompass Pre-Production and Test environments.
- Implementation and configuration required within the 360 CAC application and HealthShare to support the new interface in the Pre-Production environment.
- Integrated testing of the 360 CDIS application and interface in the Pre-Production environment.
- Implementation and configuration required within the 360 CAC application and HealthShare to support the new interface in the Test environment.
- Integrated testing of the 360 CDIS application and interface in the Test environment.
- The 360 CDIS Working Codes Outbound Interface will go live as part of the 360 Encompass Go Live as the 360 Pre-Production system is converted to Production utilization.

**Assumptions**

3M Personnel from the 360 Encompass Project will implement this interface as an integrated part of the 360 Project plan.

- Tasks to implement this interface will be assimilated into the 3M 360 project plan.
- 360 Encompass deliverables will include results of the installation, configuration, and testing of this interface.
- The 360 Client Validation Training will include tasks related to this interface for Client to confirm proper operation and output of data.
- 360 CDIS management training will include this interface as a training topic.
- Resources from the Client 360 Encompass project team will support the installation of this interface alongside previously contracted 360 Encompass HL7 interfaces.
- Client will provide appropriate interface specialists to ensure that outbound results from this interface are properly routed from 360 to the enterprise interface engine or destination systems/modules bridges.
- Client and client approved system vendor resources will be responsible for ingesting and routing the data from the interface engine and/or to the bridges to the Epic CDIS module.

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## ATTACHMENT 3 CDI ENHANCED CLINICAL CONTENT STATEMENT OF WORK

### Project Overview

#### Project Profile

This project consists of deploying CDI Enhanced Clinical Content functionality for the Client. Completely integrated into CDI Specialists workflow within 3M 360 Encompass, CDI Enhanced Clinical Content delivers a powerful CDI workflow solution for identification, reviewing and managing opportunities across a patient or encounter to improve documentation quality and patient care. CDI Enhanced Clinical Content will be used to evaluate CDI rules across patient encounters and generate evidence sheets within 3M 360 to provide a robust interface for managing the correction of CDI discrepancies.

Epic EHR instance is hosted by Loma Linda University. Loma Linda just recently upgraded to Epic Feb2022 release.

The NLU Application to be enabled by way of this SOW is CDI Enhanced Clinical Content.

CDI Enhanced Clinical Content provides:

- Integration of NLU powered clinical evidence sheets in 3M360
- Integration of clinical prioritization in 3M 360

#### Standard Content for CDI Enhanced Clinical Content

CDI Enhanced Clinical Content delivers a back-end CDI workflow solution within 360 Encompass for identification, reviewing and managing across a patient or encounter to improve documentation quality and patient care.

Licensing of this application includes the following content packages:

- 3M's Standard CDI Engage One NLU Clinical Content Package

Detailed documentation of this content package will be provided for review with the Client; rules to be enabled will be defined during the discovery session.

#### Project Scope and Components

- **CDI ENHANCED CLINICAL CONTENT** – CDI Enhanced Clinical Content is powered by 3M's Catalyst natural language understanding engine which will provide enhanced prioritization worklists and the clinical Evidence Sheets within the Client's 360 Encompass system. This enhanced workflow will aid in identification, reviewing and managing documentation opportunities across a patient or encounter to improve documentation quality and patient care.
- **CATALYST ENTERPRISE SERVICES** – The Catalyst Enterprise services provides the natural language understanding processing and document repository. The Catalyst Enterprise services will be supported via 3M; Client will NOT be required to implement Catalyst Enterprise Services on premise.
- **INTERFACE CONFIGURATION** - 3M utilizes the Connexion interface engine hosted in the data center. A component of this interface solution is an application called Integrator, which is installed locally at the client site. Client is responsible for providing a virtual machine (VM) to install Integrator application, which handles the transmission of data between the client and the data center. Client is responsible for providing all necessary Operating Systems to support Integrator. Client will be responsible for configuration, maintenance and support of the virtual environment. Client will provide signed and preliminary documents.



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**CDI Enhanced Clinical Content Implementation and Adoption Services**

3M's Implementation and Adoption Services team will analyze the Client's clinical EHR data and documentation workflow. Through continuous monitoring, and analysis, the 3M Adoption Services team will provide the Client with ongoing feedback to further drive documentation-improvement initiatives. As part of the adoption services for Enhanced Clinical Content, 3M will:

- Conduct a detailed discovery session to understand current workflow, challenges and objectives for improvement
- Perform observation of Clinical Documentation Specialists and coders as appropriate
- Review 3M workflow application and NLU content rules.
- Configure 3M's application with standard rules for underspecified documentation.
- Identify any custom NLU rules for underspecified documentation, if applicable.
- Conduct end user and administrator training.
- Provide ongoing support post go-live.
- Provide monthly reporting on determined metrics.

**CDI Enhanced Clinical Content Data Sources**

CDI Enhanced Clinical Content will interact with and obtain data from the Client's data sources as defined in the following table\*. (See 3M Interface Specification for more information.)

If additional data requirements or interfaces are needed upon Implementation Discovery, this will be facilitated through the Change Request process:

<b>Data Sources</b>	<b>Transmission</b>	<b>Data Format</b>	<b>Data Type</b>
<b>ADT Data (required)</b> Epic	Real time interface	HL7 ADT message	ADT
<b>Clinical HIM Document (required)</b> Epic	Real time interface	HL7 messages with embedded ASCII text.	Narrative Document
<b>Physician Feed (required)</b>	Real time interface	HL7 MFN	Physician List and ongoing feed update
<b>Radiology Results</b> Epic	Real time interface	HL7 messages with embedded ASCII text.	Narrative Document
<b>Lab Results</b> Epic	Real time interface	Structured Lab via HL7	Structured Lab Results
<b>Nurses Notes</b> Epic	Real time interface	HL7 messages with embedded ASCII text	Narrative Document

\*Table must be completed for SOW approval. If pdfs are a data format for the Client, additional information and cost may be necessary prior to SOW approval, including:

- sample documents
- estimated document volume
- approximate pages per document



**Assumptions and Risks**

The Implementation Project is based upon basic Assumptions and Risks normal to virtually any project between two parties. A full list of Assumptions and Risks will be reviewed at the Initiation of the project. These include, but are not limited to:

**Assumptions**

- The 3M Project Manager will manage the project.
- Modifications and changes to the scope of the project must be controlled through the Change Control process and approved by both 3M and the Client. Changes may affect the project schedule, timeline, and go live dates.
- Client understands that modifications or expansion to any existing interfaces may be required when leveraging existing interface infrastructure in place for 3M360. Any changes required will be discussed with Client.
- The Client will work cohesively with the 3M Team to provide subject matter experts, technical support, and end user involvement as needed on a timely basis, including any required third-party vendors of the Client.
- 3M will treat interface values 'AU' and 'LA' as both meaning Legally Authenticated unless the client explicitly states otherwise.
- Organizational or technical changes that come out of the project will be managed by the Client.
- 3M requests that the Client Clinical Documentation Improvement, Coding, or Quality team be engaged in the discussion and deployment of CDI solution. A subject matter expert from the Client is essential to a successful implementation.
- 3M data retention will be a maximum of two (2) years, unless otherwise stated in this SOW.

**Risks**

- Any Client infrastructure changes may impact the project timeline.
- External systems contributing data to the solution through interfaces may require configuration by the third-party vendor. The timeliness of that participation is up to the Client and may affect the schedule or timeline of the project.

**Project Implementation and Adoption Services Summary**

Implementation services included with this project are as follows. Any services provided not specifically identified herein will incur additional charges at prevailing time and material rates.

**CDI Engage One Implementation Summary of Services**

**SOW v1.0**  
 OPP-05975954

**Standard Services**

Project Management Services	Included
Project Initiation Meeting	Included
Pre-Implementation Discover and Analysis	Included
Life Cycle Testing	Included
Go Live Support	Included
Post Go Live Support	Included

**System Configuration**

Tenant Configuration	Included
Enhanced Clinical Content Implementation	Included
Interface Server Configuration	Included
ADT Interface	Included
EHR Document Interface	Included
Physician Update	Included
Lab Interface	Included
RIS Interface	Included
Nurses Note Interface	Included
Historical Document Ingestion	Included
Use Case Configuration	Standard Use Cases Included

Implementation – CDI ENHD CONTENT I&T	Estimated 378 Hours



**Key Personnel Contact information**

<b>Client Personnel Name</b>	<b>Title</b>	<b>Phone</b>	<b>Email Address</b>
<b>Victoria Gonzalez</b>	IT Business Systems Analyst III/Project Manager	951-486-4795	vi.gonzalez@ruhealth.org

<b>3M Personnel Name</b>	<b>Title</b>	<b>Phone</b>	<b>Email Address</b>
<b>Bill Hamill</b>	Account Executive	651-732-2242	bhamill2@mmm.com
<b>Troy Whalen</b>	Regional Sales Director		twhalen@mmm.com
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<b>Katie McMahan</b>	Director of CDI, HCC, CDE Implementation and Adoption	615-798-1875	kbmcmahan@mmm.com

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## ATTACHMENT 4

### 3M 360 ENCOMPASS IN THE CLOUD

### 3M CLOUD SERVICES

### GENERAL SCOPE AND OBJECTIVES

#### Purpose

3M Cloud Services are required for 3M hosting of 3M™ 360 Encompass™ System and provides for the provisioning of 3M 360 Encompass in the cloud, where 3M will manage, maintain, monitor, and support the hardware and software provided by 3M for the purpose of hosting 3M 360 Encompass in the cloud for the Client. 3M Cloud Services is comprised of a set of core services in addition to optional services that may be set forth in a different, related SOW. 3M 360 Encompass in the cloud utilizes the same 3M Community Cloud used by 3M 360 Encompass System when implemented on-premises. In order to provide the necessary user experience, a site-to-site VPN is required to meet security and performance requirements. The purpose of this SOW is to formalize an arrangement between 3M and the Client to deliver specific cloud services, at specific levels of support. This document is intended to provide details of the provisioning of 3M Cloud Services to the Client.

**Construction.** This Scope of Work is incorporated into the Agreement. In the event of any conflict between this Scope of Work and the main body of the Agreement, the main body will govern. The provisions of this Scope of Work govern only the subject matter hereof and not any other subject-matter covered by the Agreement.

**Disclaimer.** This Scope of Work covers 3M's standard 3M Cloud Services for 3M 360 Encompass in the cloud. In the event of any conflict between the implementation plan and this Scope of Work, for differences that do not materially affect the products or services delivered, the implementation plan shall govern. For differences that materially affect the products or services being delivered, a change request and/or contract amendment, mutually agreed upon by the parties, may be required.

#### Objective and Scope

This Scope of Work describes the services provided by 3M for the 3M Cloud Services. 3M will provide the 3M Cloud Services to the Client for the following modules or applications within the 3M 360 Encompass in the cloud (and will also include 3M™ M\*Modal CDI Engage One™ Solution if purchased together with the 360 Encompass System) (each, the "Application").

3M Cloud Services will work in combination with the Implementation Services General Scope and Objectives to provide the connectivity and the 360 Encompass environment required to implement and operate 3M 360 Encompass System. After the completion of the implementation, 3M Cloud Services will continue to manage, maintain, monitor, and support hosted 360 Encompass, as noted in this document.

#### Definitions

- a. **"3M Cloud Services"** means a combination of 3M and its business partner resources that are used to deliver the services necessary to install, implement, manage, maintain, monitor and support the hosting of 3M 360 Encompass in the cloud. 3M Cloud Services has two levels of service that can be procured: Hosting Services (360 HOSTING) and the Application Management Services (360E APP MANAGEMENT). For purposes of this SOW, 3M Cloud Services is only those services actually procured by Client.
- b. **"3M Cloud Infrastructure"** means all 3M cloud components necessary to support a well-architected solution; cloud components include but are not limited to servers, storage, load balancers, networking gateways, firewalls, etc.
- c. **"3M HIS Cloud Monitor"** means the proprietary application performance monitoring solution developed by 3M that is used to measure the usage and responsiveness of 3M 360 Encompass System applications.
- d. **"3M Remote Integrator"** means a virtual windows server provided by the Client, on which 3M HL7 interface software is installed and configured by 3M.
- e. **"Client Environment"** means the Client provided hardware devices, virtual servers, software, network, such as end-user workstations, Presentation Layer, data center, proxy servers, routers, gateways, etc.
- f. **"Identify and Access Management Solution"** means the Client's solution (which may be a third-party solution) to ensure the right users and job roles in their organization can access the Application.
- g. **"Presentation layer"** means the effective presentation layer where the user accesses the Applications. This may be done via a workstation, Citrix, or another virtual desktop solution.
- h. **"Run Book"** means the documented compilations of routine procedures and operations to be followed to effectively manage and troubleshoot the Applications and the associated 3M Cloud Infrastructure. Run books may either be automated or performed manually.



- i. **"System Administrator"** means the individual(s) who are responsible for the operation and infrastructure of 3M 360 Encompass, provided either by the Client or by 3M, as set forth herein.
- j. **"VPN connection"** means the virtual point-to-point connection used to extend the Client's private network to private network destinations within 3M Cloud Infrastructure where 3M 360 Encompass in the cloud is hosted, inclusive of VPN appliances and managed services (e.g., gateways, endpoints) used to make the connection.

**A. Services provided under this agreement with Hosting Services:**

**A.1. 3M Cloud Infrastructure Services** – 3M will provision and deploy the 3M Cloud Infrastructure and Applications. Once the deployment is completed and validated in the 3M Cloud Infrastructure, Application access will be granted to the 3M implementation team as needed to fully implement the 3M hosted Applications. No access will be granted to the 3M Cloud Infrastructure outside of the 3M Cloud Services team. The standard 3M build includes 1 production and 1 test system. Additional production or test systems will need to be licensed separately.

**A.2. Connectivity Services** – will implement and manage a VPN connection between the Client and 3M Cloud Infrastructure. VPN connection will use existing Internet service, provided that the available circuit is able to meet 3M bandwidth requirements found in the 3M Hardware and Software Requirements document which are updated at least annually. 3M will install two (2) VPN appliances in a high-availability configuration that will concentrate VPN traffic along an IPSec tunnel. Client will implement a perimeter network (screened subnet, or "DMZ") and three (3) external/public IP addresses used to manage VPN appliances. Client will implement and support necessary routing to/from the devices via client's network edge solution. 3M will work with its business partners to configure and install the VPN appliances with designated Client resources.

**A.2.1.** 3M will provide the necessary resources to install, manage, and monitor the VPN Connection from the Client's data center to the 3M Cloud Infrastructure. In addition, 3M will manage and monitor 3M-owned CPE (Client-premises equipment) devices.

**A.2.2.** If bandwidth requirements cannot be met by the Client, then 3M and its business partners will coordinate with local ISP carriers and the Client to install a properly sized broadband connection to the Client's data center. 3M or its business partner will provide on-site resources to install the 3M VPN appliances (two devices that comprise a high-availability pair) in the designated location and ensure connectivity to the 3M Cloud Infrastructure. Client is responsible for ensuring the space and power requirements for the VPN appliances are met according to the 3M Hardware and Software requirements for hosted solutions. Carrier requirements are provided in Addendum A to Appendix 2.

**A.2.3.** Establishing connectivity requires the following activities that will be coordinated by 3M and our business partners and will require on-site activities. Client is responsible for ensuring access to the physical locations necessary to complete the activities below:

A.2.3.1. Carrier Site Survey to determine site readiness for the prescribed internet service.

A.2.3.2. VPN Installation Site Survey to determine site readiness for Demarc, Pathway to Client, and Client Equipment locations.

A.2.3.3. Carrier Installation of the prescribed internet service.

A.2.3.4. Installation of the customer-premises equipment (CPE)

A.2.3.5. VPN connectivity validation to ensure connectivity from the installed CPE to the 3M Cloud Infrastructure.

**A.2.4.** Interface connectivity requires the Client to provide a virtual windows server that meets 3M Hardware and Software requirements for the 3M Remote Integrator. The 3M Remote Integrator is used to transmit encrypted HL7 data (ADT, MFN, MDM, ORU, BAR, DFT, etc.) between the Client data center and 3M Cloud Infrastructure. Data from the Client's HL7 Interface engine in the Client's data center will be configured to route data to the 3M Remote Integrator. The 3M team will configure the Remote Integrator to communicate with 3M 360 Encompass in the cloud. The Client will be responsible for the maintenance, management, and security of the server hardware and operating system. 3M will be responsible for the installation, configuration, management, and monitoring of the 3M Remote Integrator software installed on this server.

**A.3. Migrations Services** – For existing 360 Encompass System on-premises clients who are migrating to 3M 360 Encompass in the cloud, 3M will migrate the configuration and data as needed to provide the lowest impact and shortest downtime for end-users. 3M will provide configuration migration, data migration, validation, and cutover services.

**A.3.1. Configuration Migration** - In addition to the 3M Cloud Infrastructure Services and Connectivity Services described above, 3M will migrate the 360 Encompass application and interface configurations from the Client's on-premises production system to the 3M Cloud Infrastructure test system. Client will provide interface engineering resources to redirect the current on-premises HL7 interfaces to the 3M Remote Integrator. 3M will configure the 3M Remote Integrator to transmit encrypted HL7 data to/from 3M 360 Encompass in the cloud. Once the Application functionality and data transmission are approved by both the Client and 3M the configuration will be promoted to the 3M 360 Encompass in the cloud production system. The Client will provide the necessary IT resource to reinstall new 3M application client files in the Client's Citrix/VDI/remote desktop environment.



- A.3.2. Data Migration** – The data migration strategy will be agreed upon between 3M and the Client. Options include starting with a new 360 Encompass database or using a combination of full and differential backups to provide a reasonable cutover downtime. Database sizes vary and the cutover downtime may vary as well, depending on file transfer rates. Backups will be encrypted by the Client prior to data transfer to the 3M Cloud Infrastructure using a secure data transfer methodology.
- A.3.3. Validation** – Once the test system is operational, the Client will provide the necessary super user resources to validate data and application functionality. After the Client approves the readiness of the 3M 360 Encompass in the cloud test system, 3M will promote the test system to the production system. All networking will be configured and validated for the production system.
- A.3.4. Cutover** – The Client and 3M will agree to a cutover day and time, which should align with the weekly scheduled 3M cloud maintenance periods, which typically start on Wednesdays at 6PM local time. During the cutover, the on-premises 360 Encompass system will be unavailable to end users. After the final data transfer is completed, and the system is validated by both the Client and 3M, the 3M 360 Encompass in the cloud production system will be released to the end-users. From this point forward the 3M 360 Encompass in the cloud production and test systems will be the only 360 Encompass systems used by the Client, and the on-premises 360 Encompass System environments will need to be uninstalled/deprecated within 90 days of the cutover to 3M 360 Encompass in the cloud.
- A.4. Security Services** – 3M uses a shared security model where the Client is responsible for the security of their data center, Client-owned devices, and the data within their data center and 3M is responsible for the security of the applications and data within the 3M Cloud Infrastructure, including 3M-managed VPN connections, if within scope of the Agreement.
- A.5. Adaptive Maintenance Services** — Adaptive Maintenance Services are those activities relating to upgrades or conversions to an Application or to the 3M Cloud Infrastructure due to new versions of the Application or operating environment, including 3M Cloud Infrastructure, connectivity devices, operating system, database software, security software, Application software requirements, etc. Adaptive maintenance will be completed during scheduled weekly maintenance windows. Applications are not available to end-users during scheduled maintenance windows.
- A.6. Preventative Maintenance Services** — the 3M Cloud Services team will utilize a number of monitoring tools that will run 24x7 to monitor the utilization, performance and security of the 3M Cloud Infrastructure. Alerts will be used should scanners identify any monitors that are outside of 3M standard thresholds for optimal performance. Alerts will notify 3M Cloud engineers to address issues.
- A.7. Corrective Maintenance Services** - Corrective Maintenance Services are those activities associated with bug-fix isolation and resolution and root-cause analysis:
- A.7.1. Application hotfixes** – Application hotfixes is the emergency repair of any system operation that does not comply with the currently documented application functionality and specifications. This includes system errors or unexpected results with the system that render it unusable for the purpose for which it was designed. In the event that a hotfix is needed, 3M will notify the Client of the availability of the hotfix. Every effort will be made to apply the hotfix during the next scheduled maintenance window. Should the hotfix be required immediately to resolve an issue, 3M will coordinate the timing of the patch to be deployed at the earliest agreed to time.
- A.7.2. Root-cause analysis**— Analysis of the root causes of problems. In the event of an outage, the initial focus is on restoring service. Once service is restored or if a problem occurred that did not result in loss of service, the problem will be reviewed to determine their root causes. 3M will provide a root cause analysis in writing describing the problem, the root cause, steps taken to mitigate the problem, and any steps that can be taken to prevent the recurrence of the problem or to improve monitoring and alerting services.
- A.8. Change Management Services** – 3M will track all changes made by the 3M team using 3M service management tools. In addition, 3M will create Run Books which will address specific issue responses. Run Books are published on the 3M HIS Support website.
- A.8.1. Application Changes** - All Application and HL7 interface changes require the approval of the Client.
- A.8.2. Infrastructure Changes** – All 3M Cloud Infrastructure changes will be managed by 3M during the scheduled maintenance window. If an urgent change is required to address an outage or as a result of security scans, 3M will perform such changes in accordance with the appropriate change control process.
- A.9. Third-Party Software licensing**—3M will maintain any third-party software, databases, or operating systems necessary for 3M to provide the 3M Cloud Services.
- A.10. Backup Services** – Backups will be scheduled by 3M to automatically run based on the optimal performance of the Application. 3M will schedule full database backups every day and capture database transaction logs every 60 min. The Full backup set will be retained daily. After that, one (1) full daily database backup will be retained for five (5) days, and one (1) full weekly database backup will be retained for 4 weeks. Server snapshots will be taken once daily and retained for one (1) week. For a permanent disaster impacting core components of the Applications, our disaster recovery plan has the following metrics:
- A.10.1.1. RPO (Recovery Point Objective) = 60 minutes
- A.10.1.2. RTO (recover Time Objective) = 240 minutes, the Application will be back on-line after a maximum of 240 minutes.



3M will monitor the backup jobs to ensure they are running as expected. In addition, 3M will validate the recovery process annually by restoring production backups to the Client's test environment. System availability is as set forth in Attachment 1 to this SOW.

**A.11. Monitoring and Alert Services**— 3M will utilize several monitoring and alerting utilities, such as 3M's proprietary 3M HIS Cloud Monitor, CloudWatch, etc., to provide 24x7x365 monitoring and incident response. 3M will provide regular reviews of the system performance to the Client.

**A.11.1. Security Monitoring** – 3M uses a combination of industry leading security solutions to actively monitor and respond to security threats.

**A.11.2. Infrastructure Monitoring** – 3M uses a set of monitoring solutions to monitor the 3M Cloud Infrastructure to measure performance against established thresholds. Current monitoring solutions can be found on the 3M support site.

**A.11.3. Application Monitoring** – 3M uses a proprietary tool, 3M HIS Cloud Monitor, to monitor the performance of the Application. The 3M HIS Cloud Monitor is used to examine application activity, usage, and application performance to ensure the application is performing optimally.

**A.12. Application Incident Response Services** – In the event that the monitoring services initiate an alert, 3M will begin an immediate response to the alert. If Run Book(s) exists, 3M will follow the Run Book to resolve the issue. If no Run Book exists, then 3M will begin initial troubleshooting efforts according to the Service Levels outlined in Attachment #1 to this SOW.

**A.13. Escalations from 3M Support** – the 3M Support team will provide initial Application support. The preferred method is for Client to open a support ticket on the 3M Support Portal. For more urgent issues please call the 3M Support team. The 3M support team will provide Application support and will route infrastructure level tickets directly to the 3M Cloud Services team.

**A.14. Knowledge management** – the 3M Support Portal provides 3M clients with access to a wealth of information on products licensed by the Client. The 3M Cloud Services team routinely publishes runbooks for Client and 3M use for configurations and issue resolution related to 3M 360 Encompass in the cloud. Clients can also create tickets on the 3M Support Portal as well as participate in 3M Client Forum. This information is available 24x7x365 and is accessed with a valid account.

**A.15. Ticket status updates** – 3M will provide direct input into the Client's problem tickets related to 3M Cloud Services in the 3M Support Portal.

**B. Services NOT Covered Under this Statement of Work:**

**B.3. User Management** – User Management shall be managed by the Client for each Application to be supported, including the assignment of users to the necessary AD groups for proper Application functionality. The Client is responsible for managing and maintaining user identity and access management within their environment and any identity provider solutions in use by the Client.

**B.4. Presentation Layer** – The Client will be responsible for providing the Presentation Layer for the end-users in accordance with 3M Hardware and Software requirements. Applications may require software installation on Presentation Layer servers. It is the Client's responsibility to ensure these are installed and updated according to 3M Hardware/Software specifications and provisioned to the Presentation Layer used by the Application end-users. If during the course of an Application update, an update to the 3M software on the Presentation Layer is required, 3M will notify the Client contacts as designated in the 3M 360 Encompass in the cloud workbook.

**B.5. Perfective maintenance/Enhancements** – Any change in a database or system that involves functionality not within the current release specification, even if the new functionality would seem to be an improvement over the old one is defined as activities relating to enhancements and will need to be submitted by the Client via the 3M Support website.

**B.6. Evaluation of new software or hardware**—Evaluation or approval of new software or hardware for use within the Client's data center or by end-users.

**B.7. Procurement of new software or hardware**—All non-3M software or hardware located in the Client's data center or used by the Client to directly support their end-users will be the responsibility of the Client.

**B.8. On-call 3M support management**— 3M's support managers are not required to be on call. If at a later date the Client requires the support manager to be on call for a specific purpose, or on a longer-term basis, then 3M will work with the Client to coordinate 3M support management attendance.

**B.9. End-user help desk**— Client shall provide end-user help for each Application to be supported, and Client shall perform its duties for initial documentation and troubleshooting of user complaints.

**B.10. Specific training**— The Client will provide for the training for users of the Applications. Additional training requests may be referred to the 3M Training team.

**B.11. Assistance with application usage when unsupported or nonstandard hardware or software is involved** - Use of unsupported or nonstandard hardware or software often results in unexpected behavior of otherwise reliable systems. 3M does not provide support for unsupported or nonstandard hardware or software used by the Client for the access or use of 360 Encompass System.

- B.12. Integration.** Client acknowledges that the 3M Cloud Services may require integration with Client's systems and thus the use of the Application(s) may be dependent upon completing integration work between Client's systems and the Application(s). As a condition of Client's licensing the 3M Cloud Services, Client agrees to assist 3M in completing this integration by engaging Client's vendor(s) as needed to complete the required integration work. Client also agrees to support and configure encryption of all HL7 data (ADT, MFN, DFT, MDM, ORU, etc) from the Client-provided HL7 integration engine. If such integration work is not completed, the 3M Cloud Services will be terminated, and all 3M obligations shall be considered null and void.
- B.13. User Administration.** Client acknowledges that they are responsible for providing a user Identity and Access Management Solution that supports SAML 2.0/ADFS and will administer user security and security group assignment within their Identity and Access Management Solution.
- B.14. Release Notes.** The Client is responsible for reviewing the release notes for each 3M 360 Encompass System update and to be aware of regulatory and functional changes to the application. Client is also responsible for communicating the changes to their end-users.
- B.15. Deprecation of on-premises system –** Client will need to stop the use of the on-premises 360 Encompass application and remove all user access to this system within 30 days of going live on 3M 360 Encompass in the cloud.
- C. If Client also procures Application Management Services, the following will be covered under a separate statement of work. If Client does not procure Application Management Services, Client will be responsible for the following:**
- C.3. Application Engineer –**Client will need to provide a its own application engineer during implementation and post-implementation period for the purpose of ensuring any Applications are functioning as determined during the implementation and 3M software update process.
- C.4. Application update validation –** Application functionality and readiness as part of the update process will be the responsibility of Client. Client will be responsible for validating noted functionality as part of the update process.
- C.5. Application Monitoring–** Client will be responsible for monitoring the Application performance.
- C.6. Application environment—** Client will be responsible for using, maintaining, and supporting the Application components installed within the Client's environment.
- C.7. Transition of new or modified applications—**When there are new application configurations available to Client that does not require additional licensing, Client will be responsible for implementing and validating the configurations changes.
- C.8. Status reports—** Monthly status reports will be the responsibility of Client.
- D. Modifications to the 3M Cloud Services.** Adding or removing 3M products, or significant changes to the number of users or data ingested in the Applications, may require changes to the sizing of the 3M Cloud Services. This will require a resizing to be completed by 3M and may alter the fees for 3M Cloud Services, which such fees and changes will be by way of a mutually executed amendment to the Agreement.



## ATTACHMENT A TO ATTACHMENT 4 3M™ 360 ENCOMPASS™ IN THE CLOUD SERVICE LEVEL ASSURANCE

In connection with the 3M 360 Encompass in the Cloud services procured by Client, 3M will, at no additional cost to Client, meet or exceed the requirements set forth in this Service Level Assurance ("SLA").

Capitalized terms used and not otherwise defined herein, that are defined in this SLA, shall have the meanings given such terms in the Agreement. As used in this SLA, the following terms shall have the following meanings:

### 1. DEFINITIONS.

"3M Community Cloud" means a multi-tenant platform which includes any services provided to Client utilizing the 3M community cloud, including, without limitation, Optical Character Recognition (OCR), Natural Language Processing, Natural Language Understanding, which provides Autosuggested Codes and Queries, Retrospective reporting, and Nosology Edits.

"Down Network" refers to a situation where Client end-users are unable to traverse source, transit or destination network routes provisioned or managed by 3M or its business partners. This includes routes created by VPN connections implemented and managed by 3M.

"Down System" is when the System experiences a failure, making the System unavailable to all users at the same time.

"Service Fee" means the fees paid for the 360 Encompass System Cloud Hosting (360E CLOUD HOSTING) services to which the service level applies, in the billing period in which the event giving rise to a credit first occurred.

"System" means the 3M Cloud Infrastructure that is required to run the 360 Encompass System application, as well as the 360 Encompass System application itself.

"System Unplanned Downtime" means a Down Network or Down System, but excludes downtime due to factors set forth in Section 5, EXCLUSIONS, of this Attachment A.

"Total Possible System Availability" means all uptime excluding planned maintenance.

### 2. CLOUD HOSTING MINIMUM ACCEPTABLE SERVICE LEVELS (MASL)

- a. **Availability.** 3M will use commercially reasonable efforts to ensure the System and Network will be available 99.9% of the time in the contractually specified billing period. The System and Network shall be deemed available unless: (i) all active users are unable to launch the 360 Encompass System application outside of the agreed upon maintenance and update windows, or (ii) one of the major components of the application fail to load properly for all users (ex: CRS, autosuggested codes, Edit Engine, document viewer, etc.). "Available" means the availability percentage calculated, for a given billing period, as follows:  $1 - (\text{System Unplanned Downtime}) / (\text{Total Possible System Availability})$ . If 3M systems are not available to Client 99.9% annually, Client will be eligible for a credit calculated as a percentage of the Service Fee for the affected production System in the contractually specified billing period as follows:

Down System / Down Network Credit:

99.5% - 99.8%	2%
99% - 99.4%	4%
< 99%	6%

### 3. SERVICE CREDIT APPLICABILITY

- a. **MASL Targets.** For the MASL target defined in Section 2 above ("MASL Target"), the measurement window shall, in all cases, be for the current billing period. In the event of any failure by 3M in any given measurement window to meet the MASL Target, a fee reduction will be imposed on 3M ("Service Credit"). Such Service Credit for a failure to meet the MASL Target shall equal the value specified in Section 2, subject to the cumulative maximum set forth herein.
- b. Service Credits may only be used as credit against a future 3M invoice associated with the Agreement.
- c. Service Credits require you to have paid any outstanding invoices and expire upon termination of the Agreement.
- d. Service Credits are the sole and exclusive remedy for any failure by 3M to meet its obligations under this SLA.
- e. The maximum cumulative Service Credit for 3M's failure to meet the MASL Target in each annual billing period of this Agreement shall be 6% of the 360 Encompass System Cloud Hosting (360E CLOUD HOSTING) services fee, regardless of how many failures happen in a billing period.

#### 4. CREDIT REQUEST PROCESS

- a. **Support Ticket.** Client must open support tickets in order for 3M to be responsible for a Service Credit.
- b. **Time is of the Essence.** Tickets should be opened as close to the time when the Down System and/or Down Network is occurring. 3M will include tickets that are reported by the Client, related to the Down System or Down Network, together with statistics available from 3M Systems, as part of the scheduled MASL review meetings.
- c. **Down System Reviews.** 3M and the Client will review the available information that can be coordinated based on the time of report and factors included. 3M and the Client will then review the collective information together to reconcile information as necessary to identify what occurred for any specific outage, as possible. The outcome of each MASL meeting will be a determination of how MASL targets were met for that reporting period.

#### 5. EXCLUSIONS

The MASL commitments do not apply to any unavailability, suspension, performance issues, or termination of 3M Services, to the extent: (i) caused by factors outside of 3M's reasonable control, including any force majeure event or Internet access or related problems beyond the demarcation point of the 3M Network; (ii) that result from any actions or inactions of Client (iii) that result from Client equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment or software within 3M's direct control); (iv) that result from any emergency maintenance and/or planned, routine maintenance services for premise-based components as provided for pursuant to the 3M product Documentation including planned or emergency upgrades or patches (3M or third party, on-premise or in the 3M Community Cloud); or (v) arising from our suspension and termination of Client right to use the 3M Cloud Services in accordance with the 3M agreement with Client's organization. If availability is impacted by factors other than those used in the defined SLA calculations, then 3M may issue a Service Credit considering such factors at 3M's discretion.



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**PROPRIETARY 3M CONFIDENTIAL TRADE SECRET, COMMERCIAL OR FINANCIAL INFORMATION.**

Do not release or disclose any information in this document under any Open Records Act, Freedom of Information Act, or equivalent law.  
Release or disclosure is prohibited without 3M consent. Immediately report any request to 3M.

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## ATTACHMENT 5

### 3M™ 360 ENCOMPASS™ SYSTEM IN THE CLOUD

### APPLICATION MANAGEMENT SERVICES

### GENERAL SCOPE AND OBJECTIVES

#### Purpose

Application Management Services are offered as an optional service under 3M Cloud Services and provides for the configuration management and monitoring of 3M™ 360 Encompass™ System in the cloud ("360 Encompass in the cloud") and other services as set forth herein. 360 Encompass in the cloud utilizes the same 3M Community Cloud used by 3M 360 Encompass System when implemented on-premises. The purpose of this SOW is to formalize an arrangement between 3M and the Client to deliver specific Application Management Services in connection with 360 Encompass in the cloud. This document is intended to provide details of the provisioning of 3M Cloud Services to the Client.

**Construction.** This Scope of Work is incorporated into the Agreement. In the event of any conflict between this Scope of Work and the main body of the Agreement, the main body will govern. The provisions of this Scope of Work govern only the subject matter hereof and not any other subject-matter covered by the Agreement.

**Disclaimer.** This Scope of Work covers 3M's standard Application Management Services as part of the 3M Cloud Services for 3M 360 Encompass in the cloud. In the event of any conflict between the implementation plan and this Scope of Work, for differences that do not materially affect the products or services delivered, the implementation plan shall govern. For differences that materially affect the products or services being delivered, a change request and/or contract amendment, mutually agreed upon by the parties, may be required.

#### Objective and Scope

This Scope of Work describes the Application Management Services provided by 3M for the 3M Cloud Services. 3M will provide the Application Management Services to the Client for the following modules or applications within the 360 Encompass in the cloud (and will also include 3M™ M™Modal CDI Engage One™ Solution if purchased together with the 360 Encompass in the cloud) (each, the "Application").

#### Definitions

- a. "3M Cloud Services" means a combination of 3M and its business partner resources that are used to deliver the services necessary to install, implement, manage, maintain, monitor and support the hosting of 360 Encompass in the cloud. 3M Cloud Services has two levels of service that can be procured: Hosting Services (360 HOSTING) and the Application Management Services (360E APP MANAGEMENT).
- b. "3M Cloud Infrastructure" means all 3M cloud components necessary to support a well architected solution; cloud components include but are not limited to servers, storage, load balancers, networking gateways, firewalls, etc.
- c. "3M HIS Cloud Monitor" means the proprietary application performance monitoring solution developed by 3M that is used to measure the usage and responsiveness of 3M 360 Encompass System applications.
- d. "Runbook" means the documented compilations of routine procedures and operations to be followed to effectively manage and troubleshoot the Applications and the associated 3M Cloud Infrastructure. Runbooks may either be automated or performed manually.

#### **3M will provide the following services in connection with the Application Management Services:**

- A.3. Assigned 3M Application Engineer** – 3M will assign to the Client a 3M application engineer during implementation and post-implementation period for the purpose of ensuring the Applications are functioning as determined during the implementation and 3M software update process. The 3M application engineer will be the expert on the design and configuration of the Application. The 3M application engineer is also responsible for working with the Client to coordinate and implement configuration changes to the Application as requested by the Client. Support issues will remain with the 3M Support team, and Client will submit support tickets as stated in the Agreement. For clarity, the assigned 3M application engineer will not be personally responsible for the resolution of support issues.
- A.4. Assistance with application reports** – the assigned 3M application engineer will provide assistance with the design and configuration of 3M application reports.
- A.5. Assistance with application usage**— 3M will provide guidance and advice about the optimal use of the Applications, including completing transactions, managing users within or for an Application, or related to the purpose of an Application. 3M will also configure 3M remote agent software and provide guidance and support for configuration and/or data integrity issues preventing 3M remote agent software from

functioning as designed. Where 3M remote agent software depends on a Client-managed or third-party-managed network configuration to function as designed (e.g. so-called "reference pointer" interfaces), Client is responsible for ensuring that the remote agent software is able to traverse Client-managed networks to retrieve reference pointer documents.

- A.6. Application update validation** – 3M will provide validation of Application functionality and readiness as part of the update process. Runbooks and validation testing that have been created with the Client will be used to validate noted functionality as part of the update process. The 3M application engineer will coordinate and communicate with the designated Client contacts for the validation. The Client plays an important role in the validation process and will participate in end-to-end workflow validation.
- A.7. Application Monitoring support** – 3M HIS Cloud Monitor provides insight into Application performance. The 3M application engineer will provide additional focus on the smooth functioning of the hosted Applications. The 3M application engineer will notify and work with the designated Client contact if any Application performance issues are detected.
- A.8. Assistance with Application environment support**— 3M will provide advice about how to use, maintain, and support Application components installed within the Client's 3M-managed environment and the remote agent installed on Client-managed or third-party-managed networks.
- A.9. Transition of new or modified applications**—When there are new Application configurations available to Client that do not require additional licensing, 3M will work with the Client to plan and coordinate the necessary activities between 3M and the Client to implement and validate the configuration changes. 3M will also provide expertise of the Application configuration and design if new 3M applications are purchased by the Client.
- A.10. Status reporting**— Regular status reports will be completed by the 3M Cloud Services team and submitted to the Client for each production Application supported. Monthly status reports will be discussed with Client management to ensure that the Client is aware of the system performance as well as any support issues and risks.
- A.11. Runbooks** – 3M maintains a library of support Runbooks available on the 3M HIS Support website. Runbooks will be used to ensure consistent and timely action to various routine actions, backup and recovery processes, updates, and maintenance, etc.

**Signature:** *Esan Sainz*

**Email:** esainz@rivco.org








# Amendment No. 3

Final Audit Report

2023-03-03

Created:	2023-03-02
By:	Adilene Godines (agodines@rivco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAbLOJZii8NHQ_YbcVFSsICUvZL6cili

## "Amendment No. 3" History

-  Document created by Adilene Godines (agodines@rivco.org)  
2023-03-02 - 11:44:20 PM GMT
-  Document emailed to Esen Sainz (esainz@rivco.org) for signature  
2023-03-02 - 11:47:12 PM GMT
-  Email viewed by Esen Sainz (esainz@rivco.org)  
2023-03-03 - 5:46:15 PM GMT
-  Document e-signed by Esen Sainz (esainz@rivco.org)  
Signature Date: 2023-03-03 - 5:51:25 PM GMT - Time Source: server
-  Agreement completed.  
2023-03-03 - 5:51:25 PM GMT



Date: March 7, 2023

From:

To: Board of Supervisors/Purchasing Agent

Via: Israel Gomez, Procurement Contract Specialist

Subject: Single Source Procurement; Request for 3M 360 Encompass System (Amendment No. 3)

The below information is provided in support of my Department requesting approval for a single source.

1. **Supplier being requested:** 3M Health Information Systems, Inc.
2. **Vendor ID:** 0000000535
3.  **Single Source**                       **Sole Source**
4. **Have you previously requested and received approval for a sole or single source request for this vendor for your department?** *(If yes, please provide the approved sole or single source number).*  
 **Yes**     **No**  
    SSJ# \_\_\_\_\_
- 4a. **Was the request approved for a different project?**  
 **Yes**     **No**
5. **Supply/Service being requested:**  
    3M 360 Encompass System for Riverside University Health System (RUHS)
6. **Unique features of the supply/service being requested from this supplier.**  
    This software is a complete Clinical Documentation Integrity system that will interface with EPIC Electronic Health Record Software to automate data extraction and display it in one application. The acquisition of the 3M 360 Encompass System will ensure that RUHS-MC has the most cutting-edge technology and will allow the users of the software to capture and maximize revenue, while ensuring patients are receiving the best care possible.





RUHS-MC currently utilizes 3M Clinical Documentation Integrity Solutions (3M CDIS). It has been an important tool in assisting clinicians and support staff in accurately reflecting the quality of patient care, illustrating healthcare services, and making reports of diagnosis and procedures. In its current state, 3M CDIS is a rudimentary version of the 3M 360 Encompass System which features computer-assisted coding and natural language understanding, both of which are not available with the 3M CDIS system. This lack of features with the 3M CDIS system results in jobs such as selecting optimal CPT codes, ICD-10 codes, and Diagnostic Related Group codes not being auto suggested; instead, staff must manually select codes, which can cause a loss of revenue and negatively impact the care of patients.

The 3M 360 Encompass leverages natural language understanding (NLU) platform with a blend of statistics and rules to automate coding and documentation improvement. This system will offer multiple workflows, including single-path coding, integration between clinical documentation integrity (CDI) and coder teams, numerous reporting capabilities, and embedded quality indicators. Additionally, the 3M 360 Encompass System will integrate computer-assisted coding (CAC), concurrent quality metrics and analytics into one application to capture, analyze and advance patient information across the care continuum. This system will also offer users multiple dashboards, workflows, numerous reporting capabilities, and embedded quality indicators.

**7. Reasons why my department requires these unique features from the vendor and what benefit will accrue to the county:**

The implementation of the 3M 360 Encompass System will assist RUHS-MC with its revenue cycle efficiency and accuracy by integrating CAC, computer-assisted clinical documentation integrity CDI, quality metrics, and analytics into one application. This will result in a streamlined clinical documentation and coding workflow that allows coders, CDI specialists and quality teams to work from the same content, reducing duplication. Additionally, the 3M 360 Encompass Computer-assisted CDI features within the 3M 360 Encompass System will provide the CDI team with multiple workflow enhancement tools that offer users electronic query capability, prioritized worklists, access to CDI reference materials, auto-suggested queries, and CDI edits. This case prioritization provided by the 3M 360 Encompass System will also provide insight into why each case is a priority opportunity. Users will then be able to customize and define the types of cases for review as well as assign custom hierarchies of worklists (e.g., based on system, facility, team, or user), allowing RUHS-MC to continually update and improve CDI priorities based on new documentation.

**8. Period of Performance:** From: FY22/23 to FY27/28

Is this an annually renewable contract?  No  Yes  
Is this a fixed-term agreement:  No  Yes

**9. Identify all costs for this requested purchase. In addition, please include any single or sole source amounts previously approved and related to this project and vendor in the section designated below for current and future fiscal years. You do not need to include previous fiscal year amounts. If approval is for multiple years, ongoing costs**



must be identified below. If annual increases apply to ongoing costs such as CPI or other contract increases, provide the estimated annual cost for each consecutive year. If the annual increase may exceed the Purchasing Agent's authority, Board approval must be obtained.

Total contract aggregate amount increased by \$4,383,877 from \$1,280,858 to \$5,664,735.

SCHEDULE 1-1

S/O ITEM	CPU ACTION	SKU	AUTHORIZED SITE PRODUCT DESCRIPTION	SITE TYPE LIST PRICE	TOTAL 1 <sup>st</sup> YR ANNUAL & ONE TIME FEE	2 <sup>nd</sup> YR ANNUAL FEE	3 <sup>rd</sup> YR ANNUAL FEE	4 <sup>th</sup> YR ANNUAL FEE	5 <sup>th</sup> YR ANNUAL FEE
--	WEB	----	RIVERSIDE UNIVERSITY HEALTH SYSTEM - MEDICAL CENTER-- 28520 CACTUS AVE, MORENO VALLEY, CA 9001253	Install/Access					
1.	Add	360E CDI SOL I&T	360 Encompass System - CDI Solution Implementation & Training* Includes: -360 Encompass System - Clinical Documentation Improvement System Software Implementation -300 Encompass System - Business Process Advisory Services (BPAS) -Enterprise Workflow Implementation & Training -Advanced Query Messenger Interface Implementation & Training	\$204,436.00	\$130,404.00	N/A	N/A	N/A	N/A
2.	Add	360E CDI	360 Encompass System - Clinical Documentation Improvement System Software	\$110,837.92	\$70,885.08	\$73,011.63	\$75,201.08	\$77,458.04	\$79,781.76
3.	Add	360E CODING EXCL I&T	360 Encompass System - Coding Excellence I&T*	\$1,266.00	\$1,266.00	N/A	N/A	N/A	N/A
4.	Add	360E CAC INPATIENT	360 Encompass System - Computer Assisted Coding Inpatient	\$77,860.42	\$15,570.00	\$32,074.37	\$41,286.76	\$51,041.55	\$61,334.93
5.	Add	360E CAC INPATNT I&T	360 Encompass System - Computer Assisted Coding Inpatient I&T*	\$106,313.00	\$106,313.00	N/A	N/A	N/A	N/A
6.	Add	360E CAC OUTPATIENT	360 Encompass System - Computer Assisted Coding Outpatient	\$85,766.74	\$13,153.35	\$27,065.90	\$34,885.97	\$43,119.08	\$51,814.73
7.	Add	360E CAC OUTPATNT I&T	360 Encompass System - Computer Assisted Coding Outpatient Implementation & Training*	\$106,313.00	\$106,313.00	N/A	N/A	N/A	N/A
8.	Add	CDI A-S OB INTFC I&T	Clinical Documentation Improvement Auto-Suggested Data Outbound Interface I&T*	\$7,210.00	\$7,210.00	N/A	N/A	N/A	N/A
9.	Add	CDI A-S OB INTFC	Clinical Documentation Improvement Auto-Suggested Data Outbound Interface	\$15,450.00	\$15,450.00	\$16,222.50	\$17,033.63	\$17,885.31	\$18,779.57
10.	Add	360E CODING EXCELLNC	360 Encompass System - Coding Excellence	\$322,906.00	\$181,440.18	\$173,405.28	\$182,276.21	\$191,521.27	\$201,158.05
11.	Add	CDI ENHD CONTENT I&T	Clinical Documentation Improvement - Enhanced Clinical Content Package I&T* 1	\$88,000.00	\$88,000.00	N/A	N/A	N/A	N/A
12.	Add	CDI ENHANCED CONTENT	Clinical Documentation Improvement - Enhanced Clinical Content Package 2	\$35,051.31	\$7,010.26	\$14,441.14	\$18,589.97	\$22,980.91	\$27,615.39
13.	Add	ACM INTFC	Advanced Query Messenger Interface	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SITE SUBTOTAL:					\$710,034.96	\$336,260.82	\$369,286.62	\$404,008.14	\$446,484.45

SCHEDULE 2-1

CLOUD HOSTING FEE SCHEDULE

THE ITEMS LISTED HEREUNDER SHALL BE GOVERNED BY THE TERMS AND CONDITIONS OF THE AGREEMENT AND APPENDIX 2.

1. Term of Schedule 2-1. The Term of Schedule 2-1 is coterminous with the Term of Schedule 1-1.
2. Itemized Schedule of 3M Products below:

S/O ITEM	CPU ACTION	SKU	AUTHORIZED SITE(S) PRODUCT DESCRIPTION	SITE TYPE LIST FEE	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
--	WEB	--	Riverside University Health System - Medical Center-- 28520 Cactus Ave, Moreno Valley, CA 9001253	Install/Access					
1.	Add	360E CLOUD HOSTING	360 Encompass System Cloud Hosting	\$300,000.00	\$300,000.00	\$315,000.00	\$330,750.00	\$347,287.50	\$364,651.88
2.	Add	360E APP MANAGEMENT	360 Encompass System Application Management	\$84,357.00	\$84,357.00	\$88,674.85	\$93,003.69	\$97,353.77	\$101,736.46
SITE SUBTOTAL:					\$384,357.00	\$403,674.85	\$423,753.69	\$444,641.27	\$467,188.34

10. Price Reasonableness:

Amendment No. 3 will extend the contract by two years, include system upgrades, and add 360 Encompass System.



**Riverside University HEALTH SYSTEM**

Board approval of this Agreement is required as the compensation provisions exceeds the Purchasing Agent's authority for contracting with a single vendor, per Ordinance 459.6, without seeking competitive bids.

11. Projected Board of Supervisor Date (if applicable): Not Applicable  
 (Draft Form 11s, service agreement and or quotes must accompany the sole source request for Purchasing Agent approval.)

*Jennifer Cruikshank* Jennifer Cruikshank Mar 14, 2023  
 Department Head Signature Print Name Date  
 (or designee)

The section below is to be completed by the Purchasing Agent or designee.

Purchasing Department Comments:

Approve

Approve with Condition/s

Disapprove

Condition/s:

Approved per fee schedule noted above:  
 Year 1 NTE \$1,094,392  
 Year 2 NTE \$739,824  
 Year 3 NTE \$793,040  
 Year 4 NTE \$848,947  
 Year 5 NTE \$907,472

Not to exceed:

One-time \$ \_\_\_\_\_

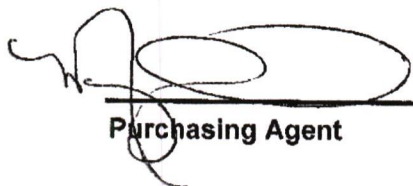
Annual Amount \$ See conditions / per fiscal year through \_\_\_\_\_ (date)  
 (If Annual Amount Varies each FY)

FY \_\_\_\_\_: \$ \_\_\_\_\_

FY \_\_\_\_\_: \$ \_\_\_\_\_



FY \_\_\_\_\_ : \$ \_\_\_\_\_  
FY \_\_\_\_\_ : \$ \_\_\_\_\_  
FY \_\_\_\_\_ : \$ \_\_\_\_\_



3/15/23

23-152

**Purchasing Agent**

**Date**

**Approval Number**  
(Reference on Purchasing Documents)