

**AMENDMENT NO. 4  
TO SERVICES AGREEMENT  
BETWEEN eCARE MANAGE INC., AND  
NATIVIDAD MEDICAL CENTER  
FOR  
INFORMATION AND TELECOMMUNICATION TECHNOLOGY CONSULTING AND  
SUPPORT SERVICES**

This Amendment No. 4 to the Services Agreement ("Agreement"), dated January 1, 2012 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (hereinafter "NMC"), and eCare Manage Inc., (hereinafter "CONTRACTOR"), with respect to the following:

**RECITALS**

**WHEREAS**, the Agreement was executed for Information and telecommunication Technology Consulting and Support Services with a one year term and a total Agreement amount not to exceed \$1,350,000; and

**WHEREAS**, the County and CONTRACTOR amended the Agreement on January 1, 2013 via Renewal and Amendment No. 1 to extend the term for an additional one year period through December 31, 2013 and to add an additional \$1,140,000, thereby increasing the total agreement amount to \$2,490,000; and

**WHEREAS**, the County and CONTRACTOR amended the Agreement on January 1, 2014 via Amendment No. 2 to extend the term for an additional three month period through March 31, 2014 at no cost increase; and

**WHEREAS**, the County and CONTRACTOR amended the Agreement on April 1, 2014 via Renewal and Amendment No. 3 to extend the term for an additional nine month period through December 31, 2014 and to add an additional \$1,547,500 thereby increasing the total agreement amount to \$4,037,500; and

**WHEREAS**, the County and CONTRACTOR currently wish to amend the Agreement to extend it for an additional six month period through June 30, 2015 to allow for services to continue with a modified scope of work attached hereto as "Exhibit B-4 per Amendment No. 4" with a \$356,250 increase for the revised scope of work for a total Agreement amount of \$4,393,750.

**AGREEMENT**

**NOW, THEREFORE**, the parties agree to amend the Agreement as follows:

The Agreement is hereby renewed on the terms and conditions as set forth in Original Agreement and in Renewal and Amendment No 1, Amendment No. 2, and Renewal and Amendment No. 3 incorporated herein by this reference, except as specifically set forth below.

1. Section 2, "PAYMENTS BY NMC" shall be amended to the following; *"NMC shall pay the CONTRACTOR in accordance with the payment provisions set forth in the REVISED EXHIBIT B-4 per Amendment No. 4 for the period January 1, 2015 through and including June 30, 2015. The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$4,393,750. "*
2. The first sentence of Section 3 "TERM OF AGREEMENT" shall be amended to the following; *"The term of this Agreement is January 1, 2012 to June 30, 2015 unless sooner terminated pursuant to this Agreement".*

3. Section 4, "ADDITIONAL PROVISIONS/EXHIBITS" shall be amended to the following;  
**"The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement: Exhibit A Addendum to Professional Services Agreement, Exhibit B Scope of Services/Payment Provisions, and Exhibit B-4 per Amendment No. 4".**
4. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 4 and shall continue in full force and effect as set forth in the Agreement and in Renewal and Amendment No. 1, Amendment No. 2 and Renewal and Amendment No. 3.
5. A copy of this Amendment No. 4 shall be attached to the Original Agreement.

*This space left blank intentionally*

6.

IN WITNESS WHEREOF, the parties hereto are in agreement with this Amendment on the basis set forth in this document and have executed this Amendment on the day and year set forth herein.

Natividad Medical Center

CONTRACTOR

By: \_\_\_\_\_  
Kelly O'Keefe  
M.D., PhD, FCAP, Interim CEO

eCare Manage, INC.  
CONTRACTOR's Business Name\*\*\* (see instructions)

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Chair, President, or Vice-President

APPROVED AS TO LEGAL PROVISIONS

JIM FENSTERMAKER, President  
Name and Title

By: Stacy Saette  
Monterey County Deputy County Counsel

Date: 12/2/14

Date: 12/2/14

By: \_\_\_\_\_  
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

APPROVED AS TO FISCAL PROVISIONS

\_\_\_\_\_  
Name and Title

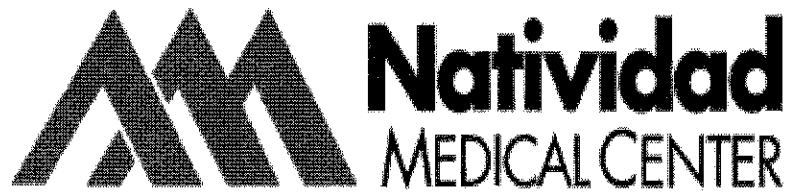
By: \_\_\_\_\_  
Monterey County Deputy Auditor/Controller

Date: \_\_\_\_\_

Date: 12-2-14

\*\*\*Instructions

If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers (two signatures required).  
If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership (two signatures required).  
If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement (one signature required)



Statement of Work for  
Professional Services

*Provided by:*

*eCare Manage, Inc.*

December 01, 2014

**PROPOSED STATEMENT OF WORK FOR PROFESSIONAL SERVICES****1. Executive Summary**

eCare Manage, Inc. (“eCare Manage”) is pleased to deliver this Proposed Statement of Work (SOW) which defines the services and deliverables that eCare Manage shall provide to Natividad Medical Center (referred to as “NMC” for the remainder of this document) under the terms of the Professional Services Agreement (referred to as the “Agreement” for the remainder of this document) made between Natividad Medical Center and eCare Manage.

**2. Customer Information**

Customer Information			
Site Name	Address	Phone	Site Contact
Natividad Medical Center	1441 Constitution Blvd Building 300 Salinas, CA 93912	831-755-4111 Office	Dr. Kelly O’Keefe - Chief Executive Officer (CEO)

Natividad Medical Center (NMC) is a 172-bed, full service teaching hospital affiliated with the University of California at San Francisco School of Medicine. In addition to providing acute care, NMC also services an outpatient population, provides mental health treatment, and offers acute rehabilitative care. A Monterey County owned facility with a 125+ year heritage of delivering family oriented care; NMC is fully accredited by JCAHO.

**3. Scope of Work**

Section 3.1 provides a scope of work for Professional Services to support the role of a Senior IT Systems Architect.

Section 3.2 provides a scope of work for Professional Services to support the role of a Senior Meditech Interoperability Engineer.

Section 3.3 provides a scope of work for Professional Services to support the role of a Senior IT Clinical Project Manager.

Section 3.4 provides a scope of work for Professional Services to support the role of a Senior Meditech Data Programmer.

### **3.1 Senior IT Systems Architect**

#### **Projects & Day-to-day Support include:**

- HL7 Interfaces
  - Corepoint Interface Engine (upgrades)
  - Epic Lab Interface replacement
  - Health Information Exchange (HIE) interfacing
  - Patient Portal interfacing
  - Physician Portal interfacing
  - Ambulatory Interfacing
  - Anesthesia Interfacing
  - Obix Fetal Monitoring system interfacing to Meditech
  - Kronos to Advantage integration & interfaces
  - M-Health systems interfacing
    - McKesson Cardio
    - McKesson Echo
    - GE Muse (EKG)
- Colocation datacenter architecture & systems implementation
- Video Teleconferencing design & implementation
- Meditech printing architecture redesign
- Meditech Data Repository reporting automation
- Trauma Reporting automation
- Capital projects – integration problem solving
- Single Sign-on Identity Management design
- Security – Systems & Application hardening
- Business Continuance / Disaster Recovery planning

- Services will be provided as needed - pricing based on estimated 1000 hours of which 40% of total hours (400 hrs.) will be project based and the remaining 60% (600 hrs.) will be day-to-day support.

### Duties

- Provide leadership for Health Information & Communication Technology (HICT) architecture at Natividad Medical Center (NMC)
- Develop and recommend organization-wide HICT systems architecture including goals and objectives
- Participate in defining short and long-range automated system requirements
- Serve as NMC's HICT systems architect and coordinate and communicate with management regarding technology related development and its' potential impact on existing infrastructure and strategies
- Collaborate with County Information Technology department and other County, State and Federal offices regarding information systems infrastructure design and implementation
- Help analyze and assess current and proposed health information technology plans and provide architectural leadership in the development, design, implementation and maintenance of automated health information systems to ensure strategic alignment with NMC's technology roadmap

### 3.2 Senior Meditech Interoperability Engineer

#### Projects include:

- HL7 Clinical Interfaces
  - Corepoint Interface Engine interfacing
  - Trauma Registry Interfacing
  - Health Information Exchange (HIE) interfacing
    - CCDA, ADT, ED Notification, Lab, Radiology, Transcription
  - Patient Portal interfacing to Meditech & HIE

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- Physician Portal interfacing to Meditech & HIE
  - Health Department - Continuity of Care Document (CCD) interfacing
  - Ambulatory Interfacing to Meditech, HIE & Health Dept.
  - Anesthesia Interfacing to Meditech
  - Obix Fetal Monitoring System interface to Meditech
  - Meditech Medical Necessity lab interface
  - Health Department Epic Lab Interface replacement
  - Clinical Health systems interfacing to Meditech
    - McKesson Cardio PACS (CPACS)
    - McKesson Echo
    - GE Muse (EKG)
  - NMC Reporting Framework
    - Trauma Registry Reporting
    - Meditech Data Repository reporting automation
    - Meditech Data Repository NPR to SQL mapping
    - NAAVIS Compliance Manager reporting requirements
    - Continuity of Care Document (CCD) protocol development
    - Direct Protocol implementation
    - Colocation datacenter reporting systems implementation
    - Centers for Medicare and Medicaid Services (CMS) reporting
      - Meaningful Use Reporting
        - Stage I & II & III Reporting
        - Clinical Quality Measures Reporting
    - ESO Hospital Data Exchange (HDE)
      - EMS patient data exchange interface to Meditech & HIE
  - Single Sign-on Identity Management
  - Security – Systems & Application Hardening



- Business Continuance / Disaster Recovery Planning
- Services will be provided as needed - pricing based on estimated 1000 hours of which 60% of total hours (600 hrs.) will be project based and the remaining 40% (400 hrs.) will be day-to-day support.

### Duties

- Provide technical leadership in the area of Meditech interfacing at Natividad Medical Center (NMC)
- Help develop and recommend organization-wide Meditech data reporting framework goals and objectives
- Participate in defining short and long-range automated system requirements for Meditech data reporting
- Serve as NMC's Meditech data steward. Coordinate and communicate with management regarding data integrity and report development
- Help analyze and assess current and proposed HICT reporting framework plans and provide thought leadership in the development, design, implementation and maintenance of automated Meditech reports
- Ensure overall compliance with mandated standards such as those required by the Joint Commission, HIPAA and other health care regulatory agencies

### **3.3 Senior IT Clinical Project Manager**

#### Projects include:

- ARRA "Meaningful Use" Stage I, II, & III
  - Clinical Quality Measures (CQMs)
  - Quality Reporting (CMS Core Measures)
  - Truven reporting requirements
  - NAAVIS Compliance Manager reporting requirements
  - MU Stage I & Stage II Roadmap, Compliance & Attestation
  - Stage III Roadmap
  - Continuity of Care Document (CCD) functional specifications

- Health Information Exchange (HIE) clinical governance
- Patient Portal functional specifications
- Physician Portal functional specifications
- Trauma Reporting Requirements
- Services will be provided as needed - pricing based on estimated 750 hours of which 100% of total hours (750 hrs.) will be project based.

### **Duties**

- Work closely with the assigned project sponsor to ensure appropriate resources are available for the project
- Establish close working relationships with physicians, staff, and consultants through verbal and written communication on a regular basis
- Collaborate with service line managers and department directors to discover, design and implement clinical HICT process improvements that will help streamline department functionality
- Participate in meetings pertaining to the development, upgrading and/or replacement of medical, clinical and business systems applications, collect user requirements and consult with key stakeholders regarding the evaluation and selection of new technologies for current and future business needs
- Help develop forecasts for funds needed for resources, equipment, materials and supplies, monitor expenditures and propose budget adjustments
- Manage project objectives by working with team members to set project priorities and milestones and resolve project conflicts
- Prepare management reports, deliver presentations to individuals and groups and direct and oversee task activities within assigned departments
- Ensure overall compliance with mandated standards such as those required by the Joint Commission, HIPAA and other health care regulatory agencies

### **3.4 Senior Meditech Data Programmer/DBA**

**Projects include:**

- MS SQL Database Administration
  - Administer all mission critical SQL Db's at the hospital
- NMC Reporting Framework
  - Provide Meditech NPR report writing services
  - Convert Meditech NPR reports to MS SQL using stored procedures and SSRS
  - Meditech Data Repository reporting automation
  - Meditech Data Repository NPR to MS SQL mapping
  - NAAVIS Compliance Manager reporting requirements
  - Trauma Registry Reporting
  - Health Information Exchange (HIE) reporting
  - Patient Portal reporting
  - Physician Portal reporting
  - Ambulatory reporting
  - Anesthesia reporting
  - National Surgical Quality Improvement Program (NSQIP) Reporting
  - Delivery System Reform Incentive Payments (DSRIP) Reporting
  - Continuity of Care Document (CCD) protocol development
  - Direct Protocol (Blue Button) implementation
  - Colocation datacenter reporting systems implementation
  - Centers for Medicare and Medicaid Services (CMS) reporting
    - Meaningful Use Reporting
      - Stage I, II, & III Reporting

- Clinical Quality Measures Reporting
  - ESO Hospital Data Exchange (HDE)
    - EMS patient data exchange reporting
  - Security – Systems & Application Hardening
  - Business Continuance / Disaster Recovery Planning
- Services will be provided as needed - pricing based on estimated 1000 hours of which 50% of total hours (500 hrs.) will be project based and the remaining 50% (500 hrs.) will be day-to-day support.

**Duties**

- Work closely with the project sponsor and or project manager to ensure appropriate resources are available for the project
- Provide assistance to individuals and project team members by helping resolve current difficult and complex reporting issues to ensure compliance
- Participate in meetings pertaining to strategy, development, upgrading and/or replacement of medical, clinical and business systems applications
- Collaborate with service line managers, department directors, users and consultants to review and understand data workflow
- Help collect user requirements and consult with key stakeholders regarding the evaluation and selection of new technologies for current and future business needs
- Strategize project objectives by working with team members to help define project priorities and milestones
- Respond promptly and appropriately to issues raised by stakeholders, team members and consultants
- Prepare management reports, deliver presentations to individuals and groups
- Ensure overall compliance with mandated standards such as those required by the Joint Commission, HIPAA and other health care regulatory agencies

#### 4. Pricing Summary

Pricing is based on actual time and material. The hourly rate covers all applicable travel and expenses.

Title	Rate/hr.
(1) Senior IT Systems Architect	\$175/hr.
(1) Senior Meditech Interoperability Engineer	\$175/hr.
(1) Senior IT Clinical Project Manager	\$175/hr.
(1) Senior Meditech Data Programmer	\$175/hr.

#### Customer Acceptance

The customer, by signing below, indicates that the Statement of Work has been read and the terms outlined within have been accepted. Upon acceptance of this Statement of Work (SOW), the Customer shall issue a written Purchase Order to eCare Manage, Inc., for the total amount of \$656,250. Due to a cutback on previously projected staff hours, there is an estimated \$300,000 credit from cost savings making the additional amount needed for this revised SOW is actually only \$356,250.