

**AMENDMENT NO. 3  
TO SERVICES AGREEMENT  
BETWEEN APPLIED STATISTICS & MANAGEMENT INC. AND  
NATIVIDAD MEDICAL CENTER  
FOR  
SUBSCRIPTION TO ACCESS WEB-BASED MD-STAFF DATABASE**

This Amendment No. 3 to the Services Agreement (“Agreement”) which was effective on July 1, 2015 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (hereinafter “NMC”), and Applied Statistics & Management, Inc. (hereinafter “CONTRACTOR”); (collectively, the County, NMC and CONTRACTOR are referred to as the “Parties”), with respect to the following:

**RECITALS**

**WHEREAS**, the Agreement was executed for an online subscription to use MD-Staff, a credentialing database to assist NMC’s Medical Staff Services division with verification and tracking of its medical care providers, with a term July 1, 2015 through June 30, 2020 and a total Agreement amount not to exceed \$23,750; and

**WHEREAS**, NMC and CONTRACTOR amended the Agreement on July 1, 2017 via Amendment No. 1 to update the original Scope of Services/Payment Provisions (Exhibit A of original Agreement) to include additional access to MD-Staff for added capabilities and functionality with an increase of \$76,050 for a revised total Agreement amount of \$99,800 and with no change to the term of the Agreement.

**WHEREAS**, NMC and CONTRACTOR added an Addendum to the Software License and Subscription Service Agreement on August 4, 2017 to include an additional licensed software application module for Direct Fax Services.

**WHEREAS**, NMC and CONTRACTOR amended the Agreement via Amendment No. 2 to update the current Scope of Services/Payment Provisions (Exhibit A of Amendment No. 1) to include Direct Fax Services module, HL7 MFN Outbound Interface and Support modules for Meditech, and Online Training modules with a \$12,834 increase for a revised total Agreement amount of \$112,634 and with no change to the term of the Agreement July 1, 2015 through June 30, 2020.

**WHEREAS**, NMC and CONTRACTOR currently wish to amend the Agreement to extend it for an additional five (5) year period through June 30, 2025 to allow for services to continue with additions to the original scope of work attached hereto as “Exhibit A-3 per Amendment No. 3” with a \$159,188 increase for the added services for a total Agreement amount of \$271,822.

**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 the Original Agreement and Amendment No.3, incorporated herein by this reference, except as specifically set forth below.

1. Section 2 / Paragraph titled, “PAYMENTS BY NMC” shall be amended to the following:  
***“NMC shall pay the CONTRACTOR in accordance with the payment provisions set forth in EXHIBIT A, subject to the limitations set forth in this Agreement. The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$271,822.”***

2. The first sentence of Section 3 /Paragraph titled, "TERM OF AGREEMENT" shall be amended to the following:  
*"The term of this Agreement is from July 1, 2015 through June 30, 2025 unless sooner terminated pursuant to the terms of this Agreement."*
3. Section 4/ Paragraph titled, "SCOPE OF SERVICES AND 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: Scope of Services/Payment Provisions**  
**Exhibit A-3: revised Scope of Services/Payment Provisions as per Amendment No. 3."**
4. Except as provided herein, all remaining terms, conditions and provisions of the Original Agreement and Amendment No. 3 are unchanged and unaffected by this Amendment No. 3 and shall continue in full force and effect as set forth in the Agreement, Amendment No. 1, Addendum to Software License and Subscription Services Agreement, and in Amendment No. 2.
5. A copy of this Amendment No. 3 shall be attached to the Original Agreement.
6. This Amendment No. 3 shall be effective on July 1, 2020.

*The remainder of this page was intentionally left blank.*

*~ Signature page to follow ~*

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No. 3 on the basis set forth in this document and have executed this Amendment No. 3 on the day and year set forth herein.

**NATIVIDAD MEDICAL CENTER**

By: \_\_\_\_\_  
Gary R. Gray, DO, CEO

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

**APPROVED AS TO LEGAL PROVISIONS**

By: \_\_\_\_\_  
Monterey County Deputy County Counsel

Date: \_\_\_\_\_ 5/12/2020

**APPROVED AS TO FISCAL PROVISIONS**

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

Date: \_\_\_\_\_ 5/12/2020

**CONTRACTOR**

**Applied Statistics & Management, Inc.**

**CONTRACTOR's Business Name**

\*\*\*See instructions below\*\*\*

By: \_\_\_\_\_  
(Signature of: Chair, President, or Vice-President)

TRUNG PHAN, CEO  
Name and Title

Date: \_\_\_\_\_ 4/28/2020

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

NICK PILAN, EVP  
Name and Title

Date: \_\_\_\_\_ 4/28/2020

**\*\*\*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).

## EXHIBIT A-3 per Amendment No. 3

### SCOPE OF SERVICES/ PAYMENT PROVISIONS

This Scope of Services is entered into by and between **Natividad Medical Center**, hereinafter referred to as (“NMC”) and **Applied Statistics & Management, Inc.**, hereinafter referred to as (“CONTRACTOR”) pursuant to the Service Agreement between NMC and CONTRACTOR attached hereto with a start date of July 1, 2020 (the “Agreement”) and is subject to terms and conditions of the Agreement.

#### **I. Description of All Services to be Rendered by CONTRACTOR:**

MD-STAFF is a web based Credentialing System designated to assist the Medical Staff Services to collect and track provider’s information. As part of the credentialing process, the system is used to generate primary source verifications and to provide reports for management.

#### **II. CONTRACTOR Obligations:**

- CONTRACTOR shall provide NMC access to the Demographic module – (demographic data, licensing information, education, training, and appointment information).
- CONTRACTOR shall provide NMC access to the Credentialing module – (used to process new applications and reappointment, includes merge functions to create primary source verifications).
- CONTRACTOR shall provide NMC access to the Credentialing Committee module – (tracks committee membership).
- CONTRACTOR shall provide NMC access to the Meeting module – (tracks provider’s meeting attendance records).
- CONTRACTOR shall provide NMC access to the Privileges module – (tracks provider’s clinical privileges).
- CONTRACTOR shall provide NMC access to the CME module – (tracks and reports provider’s continuing medical education).
- CONTRACTOR shall provide NMC access to the Reports module – (contains 200 built in reports. It also has an ad hoc query).

#### **III. Pricing/Fees:**

The annual support price is **\$29,837.50 (after the initial, one-time cost for Managed Care)**, per year and is invoiced annually. The annual support provides unlimited toll-free telephone support and free updates.

- CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.

EXHIBIT A-3 per Amendment No. 3

Cost Breakdown of added Software Modules via Amendment No. 3

EXHIBIT A-3									
Licensed Software Application Module(s)									
Module	*Previous Annual Cost (2019)	Y1 (20/21)	Y2 (21/22)	Y3 (22/23)	Y4 (23/24)	Y5 (24/25)	Total Contract Period (2020-2025)	Included	Included
MD-Staff: Web-based Credentialing System	\$4,750.00	\$4,987.50	\$4,987.50	\$4,987.50	\$4,987.50	\$4,987.50	\$24,937.50	Included	Included
E-Priv	Included	Included	Included	Included	Included	Included	Included	Included	Included
MD-Query	Included	Included	Included	Included	Included	Included	Included	Included	Included
MD-App: Online Provider Applications	\$5,000.00	\$5,250.00	\$5,250.00	\$5,250.00	\$5,250.00	\$5,250.00	\$26,250.00	Included	Included
MD-Stat: FPPE, OPPE, and Peer Review	\$10,000.00	\$10,500.00	\$10,500.00	\$10,500.00	\$10,500.00	\$10,500.00	\$52,500.00	Included	Included
Virtual Committee: Portal Access	\$2,000.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$10,500.00	Included	Included
Discount	\$(2,200.00)	\$(2,100.00)	\$(2,100.00)	\$(2,100.00)	\$(2,100.00)	\$(2,100.00)	\$(10,500.00)	Included	Included
HL7 MIFN Outbound Interface	N/A	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$10,500.00	Included	Included
**Managed Care	N/A	\$15,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$35,000.00	Included	Included
Direct Fax Service (outbound faxes billed quarterly per use @ \$0.10 per page)	N/A	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$10,000.00	Included	Included
<b>Total:</b>	<b>\$19,550.00</b>	<b>\$39,837.50</b>	<b>\$29,837.50</b>	<b>\$29,837.50</b>	<b>\$29,837.50</b>	<b>\$29,837.50</b>	<b>\$159,187.50</b>	<b>Included</b>	<b>Included</b>
Amount Budgeted from previous:	N/A	\$19,550.00	\$19,550.00	\$19,550.00	\$19,550.00	\$19,550.00	\$97,750.00	Included	Included
Increase:	N/A	\$20,287.50	\$10,287.50	\$10,287.50	\$10,287.50	\$10,287.50	\$61,437.50	Included	Included
Renewal is from July 1st through June 30th of each renewal year 2020 - 2025									
*For years 2020 - 2025, there is a 5% price rate adjustment									
**A one-time initial cost for Managed Care will be \$15,000. All Managed Care renewals thereafter will be \$5,000 annually.									

**MD-Staff** is the current credentialing system in use. Managed Care module will be added in 2020.

**Product Summary**

For a recurring annual cost of \$29,837.50 (after the initial, one-time cost for Managed Care), MD-Staff will provide a comprehensive and fully integrated solution for Credentialing (including online provider applications), Medical Staff Quality (FPPE/proctoring, OPPE/peer review), Virtual Committee Management (online peer reviews, credentials review, and other Medical Staff collaboration), CME, Physician Recruitment/Relations, and Payor Credentialing.

**MD-App: Web-based Application for Appointment and Reappointment**

MD-App is a secure web based application designed to work seamlessly with the MD-Staff credentialing system. MD-App allows providers to log in and fill out their application online and submit the application electronically. In addition other documents such as bylaws, privileges forms and consent forms can be downloaded and printed. MD-App will reduce the time required to bring providers on staff by eliminating the needs to create hard copy packets of this information, and by reducing manual data entry and transmittal steps. Includes up to three (3) application forms.

**MD-Stat** (brochure attached) is an FPPE, OPPE and Peer Review solution. Includes up to 30 custom OPPE indicators and up to 20 score cards.

**Virtual Committee: Web-based Committee and Collaboration Platform**

Virtual Committee provides portal access for online credentials review, peer case review, document review, committee & medical staff collaboration. Eliminates the need to create paper packets of this information and reduces time demands for staff and providers to review on-site and during meetings. Optimized for tablets and other mobile devices.

### **Managed Care for MD-Staff Features:**

- Managed Care contains a comprehensive database needed to populate applications.
- Tracks provider's license, medical education, training, and affiliations.
- Mail merge applications to health plan using Word or PDF.
- Track and report providers participation by health plan.
- Track contract and medical group.
- Extensive library of reports.
- Provides a paperless environment by storing scanned documents and photos.
- Customizable dashboard to track expiring credentials and pending tasks
- Web based verification of licenses, DEA, OIG, SAM. Verifications can be performed for one provider at a time or as a batch
- Verifications can be scheduled to run as a background job
- Verification log to document the verification process
- Automates the application management process
- Populates applications from a single data source. The applications can be in PDF or Word format
- Batch application processing. An application can be populated for one or many providers at one time
- Customizable checklist to track the enrollment process
- Provides over 200 management reports and NCQA style directory
- Provides electronic provider look up which can be embedded into your website

### **Technical Specs**

All users (internal or external) need is an internet browser to access these tools. For Internet Explorer, we recommend IE 11.0 or greater. Firefox, Safari, and Google Chrome also work well. There are no plugins required whatsoever. All products interface seamlessly with the MD-Staff credentialing system.

EXHIBIT A-3 per Amendment No. 3

**New Technology added via Amendment No. 3:**

Module	Recurring Annual Cost
<b>HL7 MFN Outbound Interface</b> <ul style="list-style-type: none"> <li>· One (1) HL7 channel</li> <li>· One (1) site-to-site VPN tunnel between the MD Staff firewall and your organization's firewall</li> <li>· Intended to provide updates from MD-Staff to EMR database for provider demographics</li> </ul>	<b>\$2,100.00</b>
<b>Support</b> <ul style="list-style-type: none"> <li>· Toll-free Telephone and Email Support</li> <li>· Remote Assistance</li> </ul>	<b>Included</b>

Module	Quantity	One-time Cost	Recurring Cost
<b>MD-Staff for the Web ADD Managed Care</b>	1	\$15,000.00	\$5,000.00
<b>Total</b>		<b>\$15,000.00</b>	<b>\$5,000.00</b>

**EXHIBIT A2**  
**Statement of Work**

Items	Fees
<b>Implementation Services</b> <ul style="list-style-type: none"> <li>• System configuration</li> <li>• Setup merge templates (up to 10)</li> <li>• One-time, two phase, data conversion of existing data</li> </ul>	Included
<b>Training</b> <ul style="list-style-type: none"> <li>• 5 hours of online training</li> </ul>	Included
<b>Support</b> <ul style="list-style-type: none"> <li>• Toll-free telephone and email Support</li> <li>• Remote assistance</li> </ul>	Included
<b>Total</b>	<b>\$0</b>

EXHIBIT A-3 per Amendment No. 3

**Licensed Site**

<i>Site</i>	<i>Address</i>
Natividad Medical Center	1441 Constitution Blvd Salinas, California 93906