

**RENEWAL AND AMENDMENT NO. 3
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN eCare Manage Inc. AND
THE NATIVIDAD MEDICAL CENTER
FOR
Professional Information Technology Services**

This Renewal and Amendment No. 3 to Professional Services Agreement ("Agreement"), dated January 1, 2012 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and eCare Manage Inc. (Contractor), with respect to the following:

RECITALS

WHEREAS, the County and Contractor amended the Agreement previously on January 1, 2013 via Renewal and Amendment No. 1, and on January 1, 2014 via Amendment No. 2; and

WHEREAS, the County and Contractor wish to renew and amend the Agreement retroactive to April 1, 2014 to extend the term end date to allow for existing services to continue; and

WHEREAS, the County and Contractor wish to amend the Agreement to increase the amount of the Agreement by \$1,547,500 because of the term date extension.

AGREEMENT

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


1. The Agreement (No. A-12169/MYA 265) is hereby renewed and amended as set forth in the Statement of Work for Professional Services, dated May 16, 2014 and attached to this Renewal and Amendment No. 3. The Statement of Work for Professional Services, dated May 16, 2014 is incorporated herein by this reference, except as specifically set forth below.
2. Section 2. "PAYMENTS BY NMC" shall be amended by removing, "*The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$1,350,000.00*" and replacing it with "*The total amount payable by County to CONTRACTOR under Agreement No. (A-12169/MYA 265) shall not exceed the total sum of \$4,037,500.00 for the full term of the Agreement*".
3. Section 3, "TERM OF AGREEMENT" shall be amended by removing, "*The term of this Agreement is from January 1, 2012 to December 31, 2012 unless sooner terminated pursuant to this Agreement*" and replacing it with "*The term of this Agreement is January 1, 2012 to December 31, 2014 unless sooner terminated pursuant to this Agreement*".
4. Except as provided herein, all remaining terms, conditions and provisions of the Agreement and Renewal and Amendment No.1, Amendment No. 2 are unchanged and unaffected by this Renewal and Amendment No. 3 and shall continue in full force and effect as set forth in the Agreement.
5. A copy of this Renewal and Amendment No. 3 and all previous Amendments shall be attached to the original Agreement (No. A-12169/MYA 265).
6. The effective date of this Renewal and Amendment No. 3 is January 1, 2014.

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

By: _____
Sid Cato, NMC Contracts Manager

Date: _____

By:  _____
Harry Weis, NMC Chief Executive Officer

Date: 6/12/17

APPROVED AS TO LEGAL PROVISIONS

By:  _____
~~Anne Brauer~~ Brauer
Monterey County, Deputy County Counsel

Date: June 16, 2017

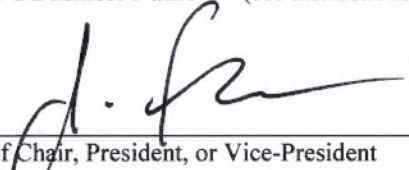
APPROVED AS TO FISCAL PROVISIONS

By: _____
Gary Giboney
Monterey County Auditor/Controller's Office

Date: _____

Contractor

eCare Manage, inc.
Contractor's Business Name*** (see instructions)

 _____
Signature of Chair, President, or Vice-President

Jim Fenstermaker, President
Name and Title

Date: 05/21/14

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

Name and Title

Date: _____

*****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 and 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.

May 16, 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	Harry Weis - 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 Senior IT Strategist.

Section 3.2 provides a scope of work for Professional Services to support the role of a Senior IT Systems Architect.

Section 3.3 provides a scope of work for Professional Services to support the role of a Senior Meditech Interoperability Engineer.

Section 3.4 provides a scope of work for Professional Services to support the role of a Senior IT Clinical Project Manager.

Section 3.5 provides a scope of work for Professional Services to support the role of a Senior Meditech Data Programmer.

3.1 Senior IT Strategist

Duties

- Provide senior strategic leadership for Health Information Technology services at Natividad Medical Center (NMC)
- Participate in county-wide Information technology strategic planning activities
- Develop and recommend organization-wide health information technology strategies, goals, objectives, policies and priorities
- Develop forecasts for funds needed for equipment, materials, supplies and resources as it pertains to capital expenses for technology projects
- Analyze and assess current and proposed health information and technology plans and provide recommendations in the development, design, implementation and maintenance of automated information systems to ensure strategic alignment with NMC's technology roadmap
- Analyze major technology purchases to determine their effect on the existing environment and their compatibility with identified strategic direction
- Review capital equipment and Health information technology services contracts and make recommendations to ensure hospital-wide consistency with adopted standards
- Serve as a Health Information Technology representative on a variety of health information technology-related committees and coordinate and communicate with management regarding technology related development and its' potential impact on existing activities and strategies
- Collaborate with NMC Administration, County Information Technology management, the County Administrative Office and other County, State and Federal offices regarding the implementation of health information

systems necessary to meet mandated data information reporting requirements

- Monitor and evaluate the efficiency and effectiveness of NMC's health information technology methods and procedures. Continually develop and recommend new processes and procedures to ensure all information technologies comply with departmental and or government mandated standards
- Analyze and recommend consulting and/or vendor services as needed. Coordinate, monitor and evaluate contractor and vendor performance
- Provide direction to consulting project managers to conduct NMC feasibility studies pertaining to the development, upgrading and/or replacement of medical, clinical and business systems applications, evaluate user requirements and consult with key stakeholders regarding the evaluation and selection of new technologies for current and future business needs
- Provide senior thought leadership regarding the development and maintenance of NMC's health information technology strategies, policies and procedures for network availability, security, and data integrity issues to ensure overall compliance with mandated standards such as those required by the Joint Commission, HIPAA and other health care regulatory agencies
- Prepare management reports and deliver presentations to individuals and or groups as needed or requested
- Provide senior thought leadership for the creation and implementation of a county-wide Health Information Exchange (HIE)
- Services will be provided as needed - pricing based on estimated 1700 hours of which 100% of total hours (1700 hrs.) will be project based.

3.2 Senior IT Systems Architect

Projects include:

- HL7 Interfaces
 - Corepoint Interface Engine (upgrade)
 - Epic Lab Interface replacement
 - Health Information Exchange (HIE) interfacing
 - Patient Portal interfacing
 - Physician Portal interfacing
 - Ambulatory Interfacing
 - Anesthesia Interfacing
 - Obix Fetal Monitoring system interface to Meditech
 - Kronos to Advantage integration & interfaces
 - Telemedicine 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
- Capital projects – integration problem solving
- Single Sign-on Identity Management
- Security – Systems & Application Hardening
- Business Continuance / Disaster Recovery Planning
- Services will be provided as needed - pricing based on estimated 1900 hours of which 40% of total hours (760 hrs.) will be project based and the remaining 60% (1140 hrs.) will be day-to-day support.

Duties

- Provide leadership for health information technology architecture at Natividad Medical Center (NMC)
- Develop and recommend organization-wide health information technology systems architecture including goals and objectives
- Participate in defining short and long-range automated system requirements
- Serve as NMC's health information technology 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

3.3 Senior Meditech Interoperability Engineer

Projects include:

- HL7 Clinical Interfaces
 - Corepoint Interface Engine interfacing
 - Trauma Registry Interfacing
 - Health Information Exchange (HIE) interfacing
 - Patient Portal interfacing to Meditech & HIE
 - Physician Portal interfacing to Meditech & HIE
 - Continuity of Care Document (CCD) interfacing
 - Ambulatory Interfacing to Meditech & HIE

- Anesthesia Interfacing to Meditech
- Obix Fetal Monitoring system interface to Meditech
- Meditech Medical Necessity lab interface
- Health Department Epic Lab Interface replacement
Health Department Epic interfacing to HIE
- Telemedicine 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 (Blue Button) implementation
 - Colocation datacenter reporting systems implementation
 - Centers for Medicare and Medicaid Services (CMS) reporting
 - Meaningful Use Reporting
 - Stage I & II 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 1900 hours of which 60% of total hours (1140 hrs.) will be project based and the remaining 40% (760 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 information technology 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

3.4 Senior IT Clinical Project Manager

Projects include:

- ARRA "Meaningful Use"
 - Clinical Quality Measures (CQMs)
 - Quality Reporting (CMS Core Measures)
 - Truven reporting requirements
 - Naavis Compliance Manager reporting requirements
 - 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 1200 hours of which 100% of total hours (1200 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 information technology 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

3.5 Senior Meditech Data Programmer

Projects include:

- 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 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 1900 hours of which 50% of total hours (950 hrs.) will be project based and the remaining 50% (950 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.

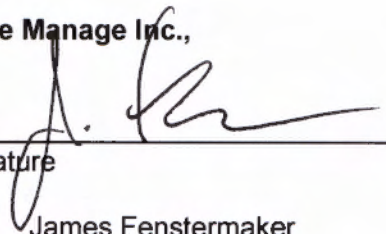
Title	Rate/hr.
(1) Senior IT Strategist	\$200/hr.
(1) Senior IT Systems Architect	\$175/hr.
(1) Senior Meditech Interoperability Engineer	\$175/hr.
(1) Senior IT Clinical Project Manager	\$175/hr.
(1) Senior Meditech Data Programmer	\$175/hr.

APPENDIX A

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 \$1,547,500.

eCare Manage Inc.,



Signature
James Fenstermaker

Name

President

Title

Date

05/21/14

Customer

Signature

Name

Title

Date

**AMENDMENT NO. 2
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN eCare Manage Inc. AND
THE NATIVIDAD MEDICAL CENTER
FOR
Professional Information Technology Services**

This Amendment No. 2 to Professional Services Agreement ("Agreement"), dated January 1, 2012 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and eCare Manage Inc. (Contractor), with respect to the following:

RECITALS

WHEREAS, the County and Contractor amended the Agreement previously on January 1, 2013 via Amendment No. 1; and

WHEREAS, the County and Contractor wish to amend the Agreement to extend the term end date to allow for existing services to continue; and

AGREEMENT

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

1. Contractor will continue to provide NMC with the same scope of services as stated in the original Agreement (No. A-12169; MYA 265).
2. Section 3, "TERM OF AGREEMENT" shall be amended by removing, "*The term of this Agreement is from January 1, 2012 to December 31, 2012 unless sooner terminated pursuant to this Agreement*" and replacing it with "*The term of this Agreement is January 1, 2012 to March 31, 2014 unless sooner terminated pursuant to this Agreement*".
3. Except as provided herein, all remaining terms, conditions and provisions of the Agreement and Amendment No.1 are unchanged and unaffected by this Amendment No. 2 and shall continue in full force and effect as set forth in the Agreement.
4. A copy of this Amendment No. 2 and all previous amendments shall be attached to the original Agreement (No. A-12169; MYA 265).
5. The effective date of this Amendment is January 1, 2014.

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

By: [Signature]
Sid Cato, NMC Contracts Manager

Date: 12-27-13

By: [Signature]
Harry Weis, NMC Chief Executive Officer

Date: 12/6/13

APPROVED AS TO LEGAL PROVISIONS

By: [Signature]
Anne Brauer-Breveton
Monterey County, Deputy County Counsel

Date: Dec 19, 2013

APPROVED AS TO FISCAL PROVISIONS

By: [Signature]
Gary Giboney
Monterey County Auditor/Controller's Office

Date: 12/20/13

Contractor

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

[Signature]
Signature of Chair, President, or Vice-President

Jim Fenstermaker, President
Name and Title

Date: 11/25/13

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

Name and Title

Date: _____

***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 and individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement (one signature required)