



Monterey County

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

Board Order

Agreement No.: A-12807

Upon motion of Supervisor Parker, seconded by Supervisor Armenta and carried by those members present, the Board of Supervisors hereby:

- a. Authorized the Deputy Purchasing Agent for Natividad Medical Center (NMC) to execute Amendment No. 3 to the Agreement (MYA-1101) with HealthCare Transformations, LLC (HCT) to add Compliance Officer Consulting Services and Chief Information Officer Consulting Services at NMC at a cost of \$236,600 for a revised total Agreement amount not to exceed \$513,400; and
- b. Authorized the Deputy Purchasing Agent for Natividad Medical Center (NMC) to execute one future amendment to the Agreement with HealthCare Transformations, LLC to extend the term for the consultants currently listed within the Agreement for one additional term equal to the first in duration and cost as needed.

PASSED AND ADOPTED on this 7th day of April 2015, by the following vote, to wit:

AYES: Supervisors Armenta, Phillips, Salinas, Parker and Potter

NOES: None

ABSENT: None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 77 for the meeting on April 7, 2015.

Dated: April 8, 2015
File ID: A 15-055

Gail T. Borkowski, Clerk of the Board of Supervisors
County of Monterey, State of California

By Denise Hancock
Deputy



Monterey County

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Board Report

Legistar File Number: A 15-055

April 07, 2015

Introduced: 3/17/2015

Current Status: Agenda Ready

Version: 1

Matter Type: BoS Agreement

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RECOMMENDATION:

It is recommended that the Board of Supervisors:

Authorize the Deputy Purchasing Agent for Natividad Medical Center (NMC) to execute Amendment No. 3 to the Agreement (MYA-1101) with HealthCare Transformations, LLC (HCT) to add Compliance Officer Consulting Services and Chief Information Officer Consulting Services at NMC at a cost of \$236,600 for a revised total Agreement amount not to exceed \$513,400. Authorize the Deputy Purchasing Agent for Natividad Medical Center (NMC) to execute one future amendment to the Agreement with HealthCare Transformations, LLC to extend the term for the consultants currently listed within the Agreement for one additional term equal to the first in duration and cost as needed.

SUMMARY/DISCUSSION:

NMC entered into an agreement with HCT, a national firm experienced in providing healthcare consulting services and interim professional placements, earlier this year for specialized consulting services. NMC is seeking authorization to execute Amendment #3 to provide interim leadership and consultative services in the areas of Compliance and Information Technology.

The position of Risk and Compliance Officer has been filled by an Interim Appointee for several years. The evolving complexity of the regulatory environment specific to health care has created a need to once again fill this position. A search is presently underway for a Chief Compliance Officer though Natividad Medical Center has engaged a Compliance Consultant to review and evaluate our program prior to the selection of a permanent candidate. This consultant began her engagement on February 2, 2015 and will complete a twelve week assignment with measurable deliverables. Natividad Leadership in consultation with other

County departments deemed this position to be urgently needed. The cost of this Consultant is \$114,400.

The position of Chief Information Officer/Senior IT Strategist has been filled by a consultant for several years. Presently the role of Chief Information Officer is being administratively filled by Dr. Gary Gray who also serves as Chief Medical Officer and Interim Chief Executive Officer. Natividad has identified a need to fill this position with a knowledgeable leader who can provide technical and business guidance to our IT department. Natividad has opened the search for a permanent Chief Information Officer. During the search process a qualified consultant will fill this role for a limited term of 13 weeks. Natividad Leadership in consultation with other County departments deemed this position to be urgently needed. This consultant is scheduled to begin his engagement on February 23, 2015. The cost of this Consultant is \$114,400.

The original agreement contained a Quality Consultant who evaluated NMC's current core measure performance and process. She worked with quality and nursing staff to implement tools and best practices relative to concurrent abstracting and reporting. The original cost for this Consultant was \$93,600 for a 12 week period, however it took an extra week for the Consultant to successfully complete the assigned task so NMC authorized one additional week of services. The cost for that additional week is \$7,800 and is included in Amendment No. 3.

OTHER AGENCY INVOLVEMENT:

County Counsel has reviewed and approved this Amendment No. 3 as to legal form and risk provisions. The Auditor-Controller has reviewed and approved this Amendment No. 3 as to fiscal provisions. This Amendment No. 3 has also been reviewed and approved by Natividad Medical Center's Finance Committee on March 5, 2015 and by its Board of Trustees on March 6, 2015.

FINANCING:

The cost for this Amendment No. 3 is \$236,600 and is included in the Fiscal Year 2014-15 Adopted Budget. There is no impact to the General Fund.

Prepared by: Kristen Aldrich, Contracts Manager, 783-2627

Approved by: Gary R. Gray, DO, Interim CEO, 783-2504

Attachments:

Amendment No. 3 to HealthCare Transformation LLC Agreement
Amendment No. 2 to HealthCare Transformation LLC Agreement
Amendment No. 1 to HealthCare Transformation LLC Agreement
Original Agreement with HealthCare Transformation LLC
Spend Sheet

Attachments on file with the Clerk of the Board



Gary Gray DO, Interim Chief Executive Officer



Date

**AMENDMENT NO. 3
TO SERVICES AGREEMENT
BETWEEN HEALTH CARE TRANSFORMATION, LLC AND
NATIVIDAD MEDICAL CENTER
FOR
CONSULTING SERVICES INCLUDING A QUALITY CONSULTANT, INFECTION CONTROL
NURSE/PREVENTIONIST CONSULTANT, CORPORATE COMPLIANCE OFFICER AND CHIEF
INFORMATION OFFICER**

This Amendment No. 3 to the Services Agreement ("Agreement"), dated January 1, 2014 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (hereinafter "NMC"), and Health Care Transformation, LLC (hereinafter "CONTRACTOR"), with respect to the following:

RECITALS

WHEREAS, the Agreement was executed for Consulting Services with an eighteen month term and a total Agreement amount not to exceed \$100,000; and

WHEREAS, NMC and CONTRACTOR amended the Agreement on March 25, 2014 via Amendment No. 1 to add an additional \$88,400.00, thereby increasing the total agreement amount to \$188,400; and

WHEREAS, NMC and CONTRACTOR amended the Agreement on June 21, 2014 via Amendment No. 2 to add an additional \$88,400.00, thereby increasing the total agreement amount to \$276,800; and

WHEREAS, NMC and CONTRACTOR currently wish to amend the Agreement 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 \$236,600 increase for the added services and Scope of Work for Corporate Compliance Officer Consulting Services and Chief Information Officer Consulting Services and with an added work week for the Quality Consultant for a total Agreement amount of \$513,400.


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

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

1. "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 plus EXHIBIT A-3 as per Amendment No. 3 attached hereto this Amendment No. 3. The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$513,400, of which \$7,800 is added to the cost for the Quality Consultant fee for one extra week of services which were not included in the original Exhibit A".
2. "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".*
3. If there is any conflict or inconsistency between the provisions of the Agreement or this Amendment No. 3, the provisions of this Amendment No. 3 shall govern.

IN WITNESS WHEREOF, the parties hereby execute this AMENDMENT NO. 3 as follows:

Natividad Medical Center

By: 
Gary R. Gray, M.D., PH.D., Interim CEO

Date: 4/14/15

APPROVED AS TO LEGAL PROVISIONS

By: 
Monterey County Deputy County Counsel

Date: March 12, 2015


APPROVED AS TO FISCAL PROVISIONS

By: 
Monterey County Deputy Auditor/Controller

Date: 3/12/15

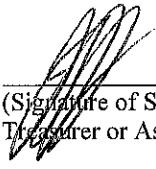
CONTRACTOR

Healthcare Transformation, LLC
CONTRACTOR's Business Name*** (see instructions)


Signature of Chair, President, or Vice-President

Jacob Kupietzky, President
Name and Title

Date: 02-18-15

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

Jacob Kupietzky, President
Name and Title

Date: 02-18-15

***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)



Exhibit A-3

Natividad Medical Center Service Agreement with HealthCare Transformation, LLC

Date: January 12, 2015

Interim Position: Corporate Compliance Officer

Candidate: Teri Ransbury RN

Start Date: 2/2/15 End Date: 5/1/15

Assignment duration: 13-week guaranteed term beginning with the first full week that Candidate works.

Weekly Candidate Fee: HCT will carry out the payroll and invoicing ("employer of record") functions and will bill you at the rate of \$8800 week for a set 40 hour work week and will not be billed for hours over and beyond the 40 hours per week (position is not eligible for overtime and considered a salaried position) for the duration of the assignment. The total amount payable by NMC to Healthcare Transformation under this agreement shall not exceed \$114,400.

Candidate work schedule: Candidate will be available on-site in a two-week timeframe, Monday –Friday of the first week and Monday – Thursday of the second week. The candidate will be available for weekend coverage every other weekend and will travel home over the long weekend. *Candidate will follow Client's holiday schedule. Client agrees that Candidate will function under "Leadership Consultant" until such time Professional obtains licensure in Client's state, if applicable.*

Each Employee assigned to you under this Agreement is for temporary services only. If you hire or engage an Employee on a permanent basis, or if you refer or identify an Employee to another company or a competitor of ours which hires that Employee, or if you retain the services of any Employee on a temporary basis, either by a direct agreement with the Employee or indirectly through one of HCT's competitors, within one year after the last day on which the Employee was assigned to you under this Agreement, you will pay us a service fee equal to 25% of expected annual income.



Exhibit A-3

Natividad Medical Center Service Agreement with HealthCare Transformation, LLC

Date: January 27, 2015

Interim Position: Chief Information Officer

Candidate: Charles Flowers

Start Date: 2/23/15 End Date: 5/22/15

Assignment duration: 13-week guaranteed term beginning with the first full week that Candidate works.

Weekly Candidate Fee: HCT will carry out the payroll and invoicing ("employer of record") functions and will bill you at the rate of \$8800 week for a set 40 hour work week and will not be billed for hours over and beyond the 40 hours per week (position is not eligible for overtime and considered a salaried position) for the duration of the assignment. The total amount payable by NMC to Healthcare Transformation under this agreement shall not exceed \$114,400.

Candidate work schedule: Candidate will be available on-site in a two-week timeframe, Monday –Friday of the first week and Monday – Thursday of the second week. The candidate will be available for weekend coverage every other weekend and will travel home over the long weekend. Candidate will follow Client's holiday schedule. Client agrees that Candidate will function under "Leadership Consultant" until such time Professional obtains licensure in Client's state, if applicable.

Each Employee assigned to you under this Agreement is for temporary services only. If you hire or engage an Employee on a permanent basis, or if you refer or identify an Employee to another company or a competitor of ours which hires that Employee, or if you retain the services of any Employee on a temporary basis, either by a direct agreement with the Employee or indirectly through one of HCT's competitors, within one year after the last day on which the Employee was assigned to you under this Agreement, you will pay us a service fee equal to 25% of expected annual income.