

**AMENDMENT NO. 3
TO AGREEMENT FOR SERVICES
BETWEEN NAVIN, HAFFTY & ASSOCIATES, LLC AND
NATIVIDAD MEDICAL CENTER
FOR
INFORMATION TECHNOLOGY PROJECT MANAGEMENT CONSULTING SERVICES**

This Amendment No. 3 to Professional Services Agreement ("Agreement"), dated May 1, 2013, is entered into by and between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Navin, Haffty & Associates, LLC (Contractor), with respect to the following:

RECITALS

WHEREAS, the original Agreement had a fifteen month term and the total Agreement amount was not to exceed \$1,907,500; and

WHEREAS, the County and Contractor amended the Agreement previously on July 1, 2013 via Amendment No. 1 to extend the term of the Agreement for another 12 months and to increase the total Agreement amount by an additional \$1,857,000 so as to pay for the continued services as needed; and

WHEREAS, the County and Contractor amended the Agreement previously on October 7, 2014 via Amendment No. 2 to extend the term for an additional 5 months at no additional cost increase.

WHEREAS, the County and Contractor wish to amend the Agreement for another 18 months and to increase the total Agreement amount by an additional \$1,111,000 to allow for additional services to be performed as requested by NMC.

AGREEMENT

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

1. Contractor shall continue to provide NMC with the original scope of services as per the Agreement and Amendments No.1 and No.2.
2. Exhibit- A3 per Amendment No.3, attached to this Amendment No.3 is hereby incorporated into the Agreement in addition to the original Exhibit -A Scope of Services. All references in the Agreement to Exhibit-A shall be construed to refer *Exhibit A and Exhibit- A3 per Amendment No.3*.
3. 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 \$3,764,500"* and replacing it with *"The total amount payable by County to CONTRACTOR under Agreement shall not exceed the total sum of \$4,875,500 for the full term of the Agreement"*
4. Section 3. "TERM OF AGREEMENT" shall be amended to the following; *"The term of this Agreement is from May 1, 2013 to June 30, 2016 unless sooner terminated pursuant to this Agreement. This Amendment to the Agreement is of no force or effect until signed by both Contractor and NMC and with NMC signing last."* .

1. Except as provided herein, all remaining terms, conditions and provisions of the Agreement and Amendment No. 1 and No.2 are unchanged and unaffected by this Amendment No. 3 and shall continue in full force and effect as set forth in the Agreement.
2. A copy of this Amendment No. 3 and all previous amendments shall be attached to the original Agreement.
3. The effective date of this Amendment No. 3 is retroactive to November 3, 2014.

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**Engagement Proposal
for
Natividad Medical Center**

Rev. November 14, 2014

Brief Description of Navin, Haffty & Associates

Navin, Haffty & Associates (NHA) is the leader in MEDITECH consulting services and expertise. Focused exclusively on the MEDITECH HCIS, we enjoy an outstanding reputation for excellence, service and quality that is unmatched in this market. As the largest MEDITECH-focused consulting company, we bring more experience with more applications than anyone in this market. Our services include implementation assistance, from pre-implementation planning and project management to product specialists for complete HCIS installations to individual applications. We also provide system optimization assistance, staff augmentation to cover short-term vacancies, training and transition assistance for new staff, and strategic planning focused on maximizing the value of your MEDITECH HCIS. In addition to having expertise with all MEDITECH applications, we have an executive team that consists of the top thought leaders in the MEDITECH community. This executive team provides strategic planning and assessment services for MEDITECH hospitals.

Background and Understanding

Natividad Medical Center (NMC) is operating off of the MEDITECH Electronic Health Record version C/S 5.6.6 and is in the process of completing a number of physician focused initiatives including Computerized Physician Order Entry (CPOE), Multi-disciplinary discharge routine, Physician Documentation (PDoc) and ICD-10. Because of the scope and impact of these initiatives, NMC is interested in engaging a consulting firm to provide hands-on assistance to optimize and support the physician community as well the NMC technical staff.

Scope and Approach

NHA will assign a team of MEDITECH SME resources to provide ongoing support and optimization. The NHA resources will work with the NMC Clinical Leadership, Medical Staff, Information Technology, other NMC staff, and MEDITECH to achieve physician adoption of PDoc w/Dragon voice recognition, the Multidisciplinary Discharge Routine (MDR), CPOE use of ICD-10. NHA will provide the following resources:

- 1 full time MEDITECH SME resources for multi-module support and optimization including PDoc, Dragon, MDR, CPOE and ICD-10 from Nov 3, 2014 - Dec 31, 2015
- 1 full time MEDITECH SME resource for multi-module support and optimization including PDoc, Dragon, MDR, CPOE, ICD-10 from Nov 3, 2014 – June 30, 2016
- 1 part time MEDITECH Physician Consultant for multi-module support and optimization including PDoc, Dragon, MDR, CPOE and ICD-10 optimization from Nov 3, 2014 – Dec 31, 2015

Deliverables

Specific components of the final deliverable will include:

- End-user Training and At-The-Elbow Support
- Process Impact Analysis
- Weekly Status Reports
- Issues Log
- Project Dashboard
- Decision Documents
- Customized “Best Practice” PDoc templates recommendations
- Customized tools to ensure long-term adoption, sustainability, accuracy and efficiency

Project Schedule and Timeline

It is anticipated that these services will be provided on site on a Monday through Thursday weekly schedule. However, where practical and if requested by NMC, the NHA resource may provide remote assistance.

The estimated start and projected end dates are as follows:

- 1 Full Time PDoc SME resource for PDoc optimization and support for ICD-10; November 3, 2014 to December 31, 2015
- 1 Full Time PDoc SME resource for ongoing support and optimization; November 3, 2014 to June 30, 2016
- 1 Part Time Physician Consultant to work with Medical Staff for continued optimization and support; November 3, 2014 to December 31, 2015

NHA requests 30 days’ notice for extensions or early terminations.

Estimated Costs

Estimated Fees

Role(s)	Estimated Hours*	Hourly Rate**	Estimated Fees
MEDITECH Subject Matter Expert (SME)	2,240	\$175	\$392,000
MEDITECH Subject Matter Expert (SME)	3,200	\$175	\$560,000
MEDITECH Physician Consultant	560	\$285	\$159,600
Totals	6,000		\$1,111,600

*Hours presented above are an estimate only. NMC will only be billed for actual, productive hours needed to complete the project.

** The rate of \$175/hour for the SMEs is conditional upon three (3) or more NHA resources being engaged simultaneously on the project. If fewer than three (3) resources are engaged on the project the hourly rates will increase to \$180/hr. per SME.

Travel and Out of Pocket Expenses

Travel expenses such as airfare, lodging, mileage, per diem and related direct costs are included in the hourly rate. No other fees or expenses are expected unless unique circumstances occur and without mutual agreement from both parties. NHA will use NMC's preferred vendors, if any, for lodging and car rental and be subject to the Monterey County Travel Policy.

Payment Terms

Payments are due within 30 days of receipt of a certified invoice in the Office of the Auditor Controller. Timesheets and detailed expense reports are provided routinely with each invoice. Invoices are issued monthly for services rendered and expenses incurred.

Protected Health Information

The parties acknowledge that, in the course of performing services hereunder, NHA may obtain access to "protected health information" and thereby become a "business associate" of NMC as defined in the Health Insurance Portability and Accountability Act of 1996 and the regulations issued thereunder. NHA accordingly agrees to enter into and abide by the terms of the Business Associate Agreement if so requested, which shall prevail in the event of any conflict between such terms and the terms of this Agreement.

Approvals

NAVIN, HAFFTY & ASSOCIATES, LLC

NATIVIDAD MEDICAL CENTER

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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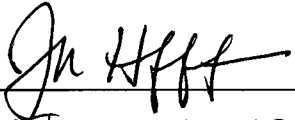
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Approvals

NAVIN, HAFFTY & ASSOCIATES, LLC

NATIVIDAD MEDICAL CENTER

By: 

By: _____

Name: JOHN HAFFTY

Name: _____

Title: PRESIDENT

Title: _____

Date: OCT. 16, 2014

Date: _____

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