



Monterey County

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

Board Order

Agreement No. A-11123

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

Authorized the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment No. 4 to the Agreement (A-11123) with MModal Services Ltd. for Medical Dictation and Transcription Services at NMC, extending the Agreement to June 30, 2015 with no increased amount in an amount not to exceed \$4,000,000 in the aggregate.

PASSED AND ADOPTED on this 8th day of October 2013, by the following vote, to wit:

AYES: Supervisors Armenta, Salinas, Parker and Potter


NOES: None

ABSENT: Supervisor Calcagno

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 October 8, 2013.

Dated: October 10, 2013
File Number: A 13-225

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

By 
Deputy

**AMENDMENT NO. 4
TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN Mmodal Services Ltd. AND
NATIVIDAD MEDICAL CENTER
FOR
Medical Dictation and Transcription Services**

This Amendment No. 4 to Professional Services Agreement ("Agreement"), dated March 24, 2008 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and M (Contractor), with respect to the following:

RECITALS

WHEREAS, the County and Contractor amended the Agreement previously on August 19, 2008 via Amendment No. 1, on September 9, 2008 via Amendment No. 2, on April 5, 2011 via Amendment No.3, and on March 22, 2012 via the Assignment and Assumption Agreement; 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 to add additional services requested by County; and

WHEREAS, the County and Contractor wish to amend the Agreement to increase the amount of the Agreement by \$700,000 because of the term extension and the amount payable for services rendered.

AGREEMENT

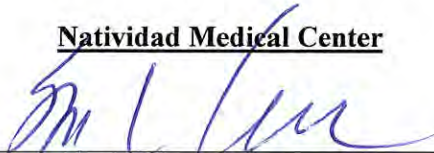
NOW, THEREFORE, the parties agree to amend the Agreement as follows:

1. Amendment-4 to Exhibit A, attached to this Amendment No. 4 is incorporated into Exhibit A of the Agreement. All references in the Agreement to Exhibit A shall be construed to refer to Exhibit A and Amendment-4 to Exhibit A.
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 \$1,800,00000 for the term of the Agreement.*" and replacing it with "*The total amount payable by County to CONTRACTOR under Agreement No. (A-11123 MYA610) shall not exceed the total sum of \$4,000,000 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 the Commencement Date to three (3) years following the Commencement Date, unless sooner terminated pursuant to this Agreement.*" and replacing it with "*The term of this Agreement is March 24, 2008 to June 30, 2015 unless sooner terminated pursuant to this Agreement*".
4. NMC shall pay the Contractor \$3.25 per Report for Transcription Services provided by Contractor of Radiology Reports on PowerScribe in accordance with the payment provisions set forth in Exhibit A of the Agreement, subject to the limitations set forth in the Agreement for the first eighteen months of the Renewal Term.
5. Payments shall be increased after eighteen months of the renewal term by an amount equal to or lesser of (a) four percent (4%) of the existing pricing or (b) the percentage increase in the Consumer Price Index from that of the immediately preceding year.

6. Except as provided herein, all remaining terms, conditions and provisions of the Agreement and Amendment Nos. 1, 2, 3 and the Assignment and Assumption Agreement are unchanged and unaffected by this Amendment and shall continue in full force and effect as set forth in the Agreement.
7. A copy of this Amendment No. 4, all previous amendments and The Assignment and Assumption Agreement shall be attached to the original Agreement (No. A-11123 MYA610).
8. The effective date of this Amendment is August 1, 2013.

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

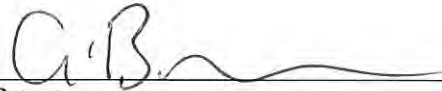
By: 
 Sid Cato, NMC Contracts Manager

Date: 10-4-13

By: 
 Harry Weis, NMC Chief Executive Officer

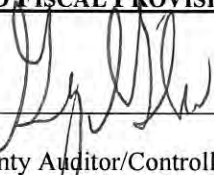
Date: 7/1/13

APPROVED AS TO LEGAL PROVISIONS

By: 
 Anne Brauer
 Monterey County, Deputy County Counsel

Date: July 17, 2013

APPROVED AS TO FISCAL PROVISIONS

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

Date: 7-17-13

MModal Services, Ltd.


 Signature of Chief Financial Officer

David Woodworth
 Name and Title

Date: July 2, 2013

By: 
 (Signature of Chief Operating Officer)

Ronald Scarboro
 Name and Title

Date: June 2, 2013

*****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).



Natividad Medical Center

1441 Constitution Blvd, Salinas, CA 93912-1611

M*Modal Radiology Transcription Services Delivery

Statement of Work

Version 1.0

July 8, 2013

M*Modal Transcription Services

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Document Revision History

Version	Date	Author	Change Description
1.0	06-11-2013	Adrian Perez	SFDC ID: 006a0000010QDhY
1.0	06-12-2013	Adrian Perez	ISS Approved: Randy Willis
1.1	07-08-2013	Adrian Perez	Added language to T&L "All Travel and Expenses will be paid per the Monterey County Travel Policy."
1.1	07-08-2013	Adrian Perez	ISS Approved: Randy Willis

Confidentiality Statement

This Statement of Work (SOW) contains trade secrets and information that is company sensitive, proprietary, and confidential. The disclosure of this information would provide a competitive advantage to others. This SOW shall not be disclosed, used or duplicated, in whole or in part, for any purpose other than to evaluate this SOW created by M*Modal IP LLC.

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Project Overview

This project will consist of providing Radiology Transcription Editing Services for Natividad Medical Center. The M*Modal Transcriptionists will VPN to the Natividad Medical Center PowerScribe 360 system which will allow web-based access to audio and ability to edit reports.

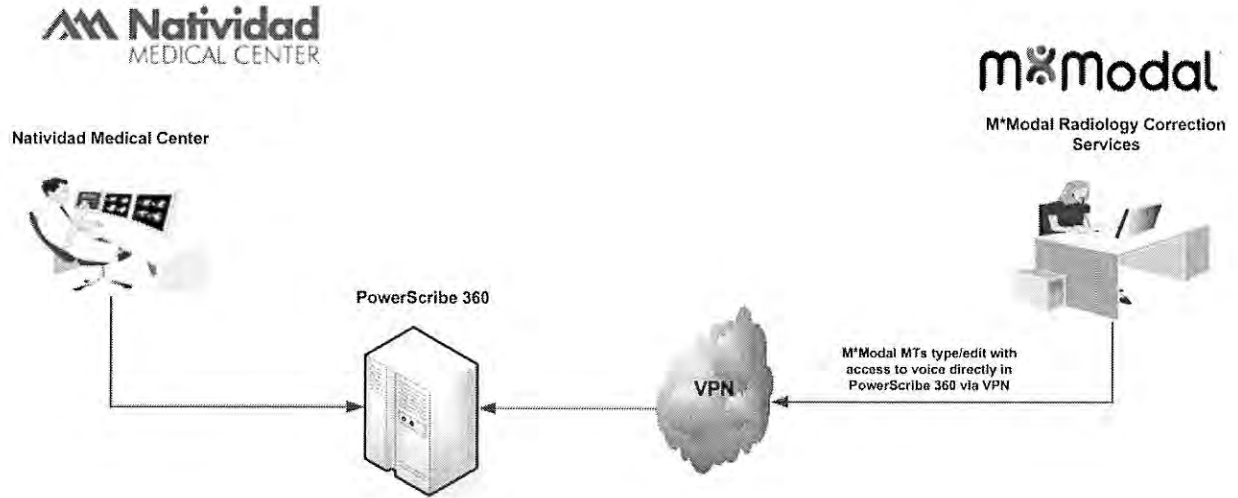
All distribution and retention features associated with radiology reports created will be provided by the PowerScribe 360 system.

There are no interfaces defined in the project for voice or text creation.

Components of the project will include:

- VOICE - Radiologists will continue to dictate into PowerScribe360 system and when selecting the transcription/correction workflow the draft reports will be routed to a transcriptionist/editor for correction. Recorded dictations and recognized text are linked for “edit while listening”.
- DEMOGRAPHICS - There will be no demographics interface for this project.
- REPORT UPLOAD - There is no results upload for this project.
- PRINTING/DISTRIBUTION
 - All distribution and retention features associated with radiology reports created will be provided by the PowerScribe 360 system.
- TEST Environment – No test environment is required.
- WORKFLOW - The M*Modal transcriptionists will be given access by Natividad Medical Center to the PowerScribe360 system for transcription/editing of the documents. The secure internet connection that the transcriptionists will use for this access will be provided by Natividad Medical Center.
- CONNECTIVITY – M*Modal will require secure connectivity to the Natividad Medical Center PowerScribe 360 system via a VPN connection. The VPN client will be provided by Natividad Medical Center and M*Modal requires at least 2 concurrent accesses to the customers PowerScribe 360 system for transcription.
- TRAINING – M*Modal Quality Coach will provide the necessary training for M*Modal transcriptionist.
- VOLUME – approximately 10,000 reports per year.

Workflow Diagram



Assumptions and Risks

The Implementation Project is based upon basic Assumptions and Risks normal to virtually any project between two parties. A full list of Assumptions and Risks will be reviewed during the Scope of the Project review. These include, but are not limited to:

Assumptions

- The M*Modal Project Manager will manage the project according to generally accepted industry best-practices along with the MModal Implementation Methodology.
- Modifications and changes to the scope of the project must be controlled through the Change Control process and approved by both MModal and the Customer. Changes may affect the project schedule, time line, and go live dates.
- The Customer will work cohesively with the M*Modal Team to provide subject matter experts, technical support, and end user involvement as needed on a timely basis, including any required third party vendors of the Customer.
- Organizational or technical changes that come out of the project will be managed by the Customer.
- M*Modal will provide the equipment as outlined in the contract.

Risks

- Any Customer infrastructure changes may impact the project time line.
- Any cleansing of Legacy data is the responsibility of the Customer. Errant data may affect system performance or operability.
- External systems contributing data to the solution through interfaces may require configuration by the third party vendor. The timeliness of that participation is up to the Customer and may affect the schedule or time line of the project.

Travel and Living Expenses

The customer is responsible for all travel and living expenses incurred by M*Modal consultants and instructors throughout the duration of the implementation.

All Travel and Expenses will be paid per the Monterey County Travel Policy.

Project Implementation Summary

Implementation services included with this project are as follows. Any services provided not specifically identified herein will incur additional charges at prevailing time and material rates.

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Summary of Services		
Implementation Type		Outsourcing Implementation
System Configuration		
Implementation / Project Management Services	1	\$4,680
Training	Number of Session	
Training	1	\$320
Implementation and Professional Services		
Implementation Services		\$5,000.00
Discount		(\$5,000.00)
Total		\$0.00

Contact Information:

Customer Personnel Name	Title	Phone	Email Address
Sunil Masson	Senior Clinical Project Manager	831) 783-2789	massons@natividad.com
Heidi Riggensch	Lab/Radiology Manager	831-772-7660	

M*Modal Personnel Name	Title	Phone	Email Address
Guy Campbell	Executive Sales Director	925-208-1076	guy.campbell@mmodal.com
Adrian Perez	Sales Engineer	267-535-6867	adrian.perez@mmodal.com
Ken Castinado	Client Account Sales - West Region RVP	267-535-6861	ken.castinado@mmodal.com
Randy Willis	Director, ISS West	267-940-5641	randy.willis@mmodal.com
Amber Parry	Region Director - West	267-535-7540	amber.parry@mmodal.com
Autumn Patterson	Regional Client Manager	267-535-7565	autumn.patterson@mmodal.com