

MONTEREY COUNTY BOARD OF SUPERVISORS

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| MEETING: | January 10, 2012 | AGENDA NO.: |
| SUBJECT: | Authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute an Agreement with eCare Manage Inc. for Information and Telecommunication Technology Consulting and Support Services at NMC in an amount not to exceed \$1,350,000 for the period January 1, 2012 to December 31, 2012. | |
| DEPARTMENT: | Natividad Medical Center | |

RECOMMENDATION:

It is recommended the Board of Supervisors authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute an Agreement with eCare Manage Inc. for Information and Telecommunication Technology Consulting and Support Services at NMC in an amount not to exceed \$1,350,000 for the period January 1, 2012 to December 31, 2012.

SUMMARY/DISCUSSION:

Natividad Medical Center is currently developing and expanding its Information Technology Department, and the services and software provided to its internal departments to ensure we meet all the necessary upgrades and changes to our medical systems to maintain the quality of care our patients expect.

In an effort to meet the ongoing needs of our patients NMC requires a Senior IT Strategist to provide strategic direction to the NMC Information Systems Department. Attached is a list of key accomplishments made by the NMC Information Technology Department over the last twelve months, including significant steps forward to an electronic medical record with added modules to the Meditech system, modifications to NMC infrastructure, implementation of other key software throughout the facility. Over the next year NMC will continue to make additional progress toward a full electronic medical record, toward meaningful use, wireless nursing systems and continued improvement for pharmacy and supply distribution.

NMC currently had an agreement with eCare Manage for the period of January 17, 2011 to December 31, 2011 for \$450,000. This agreement provided a strategist, whereas the new agreement will provide NMC a strategist as well as some additional project management and subject matter experts to assist with the ongoing work. Approval of this agreement will allow NMC to maintain existing resources to help NMC move forward with its vision over the next year.

OTHER AGENCY INVOLVEMENT:

County Counsel has reviewed and approved this Agreement as to legal form and risk provisions. Auditor-Controller has reviewed and approved this Agreement as to fiscal provisions. The Agreement has also been reviewed and approved by Natividad Medical Center's Board of Trustees.

FINANCING:

The cost for this Agreement is \$1,350,000 and is included in the Fiscal Year 2011/2012 Adopted Budget. Amounts for remaining years of the Agreement will be included in those budgets as appropriate. There is no impact to the General Fund.

Prepared by:

Janine Bouyea, 755-4280

HR Administrator

December 2, 2011

Attachments: Agreement, Board Order

Attachments are on file with the Clerk of the Board

Harry Weis

Chief Executive Officer

**Before the Board of Supervisors in and for the
County of Monterey, State of California**

Agreement No. A-12169

Authorize the Purchasing Manager for Natividad Medical)
Center (NMC) to execute an Agreement with eCare)
Manage Inc. for Information and Telecommunication)
Technology Consulting and Support Services at NMC in)
an amount not to exceed \$1,350,000 for the period)
January 1, 2012 to December 31, 2012.....)

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

Authorized the Purchasing Manager for Natividad Medical Center (NMC) to execute an Agreement with eCare Manage Inc. for Information and Telecommunication Technology Consulting and Support Services at NMC in an amount not to exceed \$1,350,000 for the period January 1, 2012 to December 31, 2012.

PASSED AND ADOPTED on this 10th day of January, 2012, by the following vote, to-wit:

AYES: Supervisors Armenta, Salinas, Potter and Parker
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 75 for the meeting on January 10, 2012.

Dated: January 12, 2012

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

By 
Deputy


COUNTY OF MONTEREY AGREEMENT FOR PROFESSIONAL SERVICES
(MORE THAN \$100,000)

This Professional Services Agreement (hereinafter "Agreement") is made by and between Natividad Medical Center ("NMC"), a general acute care teaching hospital wholly owned and operated by the County of Monterey, which is a political subdivision of the State of California and eCare Manage, Inc., (hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1. **SERVICES TO BE PROVIDED.** NMC hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit B** in conformity with the terms of the Agreement. The services are generally described as follows: **Provide consulting and support services for information and telecommunication technology services for Natividad Medical Center.**

2. **PAYMENTS BY NMC.** NMC shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit B**, 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 \$ **1,350,000.00**.
3. **TERM OF AGREEMENT.** The term of this Agreement is from January 1, 2012 to December 31, 2012, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and NMC and with NMC signing last and CONTRACTOR may not commence work before NMC signs this Agreement.
4. **ADDITIONAL PROVISIONS/EXHIBITS.** The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Addendum to Professional Services Agreement
Exhibit B Scope of Services/Payment Provisions

5. **PERFORMANCE STANDARDS.**
 - 5.1. CONTRACTOR warrants that CONTRACTOR and Contractor's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of NMC, or immediate family of an employee of NMC.
 - 5.2. CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

5.3. CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use NMC premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6. PAYMENT CONDITIONS.

6.1. CONTRACTOR shall submit to the Contract Administrator an invoice on a form acceptable to NMC. If not otherwise specified, the CONTRACTOR may submit such invoice periodically or at the completion of services, but in any event, not later than thirty (30) days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for Administrator or his or her designee shall certify the invoice, either in the requested amount or in such other amount as NMC approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within thirty (30) days of receiving the certified invoice.

6.2. CONTRACTOR shall not receive reimbursement for travel expenses unless set forth in this Agreement; and then only in accordance with any applicable County policies.

7. TERMINATION.

7.1. During the term of this Agreement, NMC may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

7.2. NMC may cancel and terminate this Agreement for good cause effective immediately upon written notice to Contractor. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If NMC terminates this Agreement for good cause, NMC may be relieved of the payment of any consideration to Contractor, and NMC may proceed with the work in any manner, which NMC deems proper. The cost to NMC shall be deducted from any sum due the CONTRACTOR under this Agreement.

8. **INDEMNIFICATION:** CONTRACTOR shall indemnify, defend and hold harmless, NMC and the County of Monterey (hereinafter "County"), its officers, agents and employees from any and all claims, liability, losses, whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the Contractor's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of NMC. "Contractor's performance" includes Contractor's action or inaction and the action or inaction of Contractor's officers, employees, agents and subcontractors.

9. INSURANCE.

9.1. Evidence of Coverage:

Prior to commencement of this Agreement, the CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the CONTRACTOR upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to NMC's Contracts/Purchasing Department, unless otherwise directed. The CONTRACTOR shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and NMC has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.2. Qualifying Insurers: All coverage's except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by NMC's Contracts/Purchasing Director.

9.3. Insurance Coverage Requirements: Without limiting Contractor's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

Exemption/Modification (Justification attached; subject to approval).

Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

Exemption/Modification (Justification attached; subject to approval).

Workers' Compensation Insurance, If CONTRACTOR employs other in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

Exemption/Modification (Justification attached; subject to approval).

Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same

liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

Exemption/Modification (Justification attached; subject to approval).

9.4. Other Insurance Requirements:

All insurance required by this Agreement shall be with a company acceptable to NMC and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that NMC shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insured with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional insureds with respect to liability arising out of the Contractor's work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the Contractor's insurance. The required endorsement from for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement from for Automobile Additional Insured Endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by NMC, CONTRACTOR shall file certificates of insurance with NMC's Contracts/Purchasing Department, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five (5) calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by NMC, annual certificates to NMC's Contracts/Purchasing Department. If the certificate is not received by the expiration date, NMC shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles NMC, at its sole discretion, to terminate the Agreement immediately.

10. RECORDS AND CONFIDENTIALITY.

10.1. Confidentiality. CONTRACTOR and its officers, employees, agents and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from NMC or prepared in connection with the performance of this Agreement, unless NMC specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to NMC any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out Contractor's obligations under this Agreement.

10.2. NMC Records. When this Agreement expires or terminates, CONTRACTOR shall return to NMC and NMC records which CONTRACTOR used or received from NMC to perform services under this Agreement.

10.3. Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.

10.4. Access to and Audit of Records. NMC shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of NMC or as part of any audit of NMC, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

10.5. Royalties and Inventions. NMC shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize other to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of NMC.

11. **NON-DISCRIMINATION**. During the performance of this Agreement, Contractor, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in Contractor's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, full comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12. **COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANT**. If this Agreement has been or will be funded with monies received by NMC pursuant to a contract with the state or federal government in which NMC is the grantee, CONTRACTOR will comply with all the provisions of said contract, and

said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, NMC will deliver a copy of said contract to Contractor, at no cost to Contractor.

13. **INDEPENDENT CONTRACTOR.** In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent CONTRACTOR and not as an employee of NMC. No offer or obligation of permanent employment with NMC or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from NMC any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for an obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of Contractor's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold NMC and the County of Monterey harmless from any and all liability, which NMC may incur because of Contractor's failure to pay such taxes.
14. **NOTICES.** Notices required under this Agreement shall be delivered personally or by first-class, postage per-paid mail to NMC and Contractor's contract administrators at the addresses listed below.

| FOR NATIVIDAD MEDICAL CENTER: | FOR CONTRACTOR: |
|--|-----------------|
| Contracts/Purchasing Manager | |
| Name and Title | Name and Title |
| 1441 Constitution Blvd. Salinas, CA. 93906 | |
| Address | Address |
| 831.755.4111 | |
| Phone | Phone |

15. MISCELLANEOUS PROVISIONS.

- 15.1. Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.
- 15.2. Amendment. This Agreement may be amended or modified only by an instrument in writing signed by NMC and the Contractor.
- 15.3. Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by NMC and the Contractor. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

- 15.4. Contractor. The term "Contractor" as used in this Agreement includes Contractor's officers, agents, and employees acting on Contractor's behalf in the performance of this Agreement.
- 15.5. Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 15.6. Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of NMC. None of the services covered by this Agreement shall be subcontracted without the prior written approval of NMC. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 15.7. Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of NMC and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 15.8. Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.9. Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10. Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.
- 15.11. Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 15.12. Non-exclusive Agreement. This Agreement is non-exclusive and both NMC and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 15.13. Construction of Agreement. NMC and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 15.14. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 15.15. Integration. This Agreement, including the exhibits, represents the entire Agreement between NMC and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between NMC and CONTRACTOR as of the effective date of this Agreement, which is the date that NMC signs the Agreement.
- 15.16. Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

NATIVIDAD MEDICAL CENTER

By: [Signature]
NMC Contracts/Purchasing Agent

Date: 2-1-12

By: [Signature]
Department Head (if applicable)

Date: 11/29/11

By: [Signature]
Stacy Saetta, Deputy County Counsel

Date: 11/29/11

By: [Signature]
Auditor/Controller

Date: 12/1/11

CONTRACTOR

eCare Manage, INC.
Contractor's Business Name***

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

Jim Konstermakan, President
Name and Title

Date: 11/29/11

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. 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. 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.

EXHIBIT A

Exhibit A will serve as an Addendum to the County of Monterey Agreement for Professional Services between Natividad Medical Center and eCare Manage, attached hereto, and will have the full force and effect as if set forth within the Agreement for Professional Services.

- 1.1. Time of Work.** CONTRACTOR shall provide such services as CONTRACTOR deems necessary and reasonable to complete the specific services described in **Exhibit B** but is not required to perform services at any particular time. NMC shall not have first right to CONTRACTOR'S time.
- 1.2. Method of Performing Services.** CONTRACTOR will determine the method, details, and means of performing the services described in **Exhibit B** by CONTRACTOR or any of CONTRACTOR'S employees. NMC shall have no right to, and shall not, control the manner or determine the method of accomplishing CONTRACTOR'S services.
- 5.4 Performance Requirements.** The services must be performed in full compliance at all times with the requirements of this Agreement and to the satisfaction of NMC.
- 5.5 Violation of Performance Requirements.** NMC will be obligated to pay CONTRACTOR only for services actually performed. If CONTRACTOR fails to perform any services in accordance with this Agreement, CONTRACTOR shall, if practicable, re-perform the services at no cost to NMC, or if the services cannot practicably be re-performed, then NMC shall be entitled to deduct from CONTRACTOR'S invoice an amount equal to the equitable difference in value to NMC between the required services and the services actually performed by Contractor. NMC's remedies set forth in this Section 5.5 shall be in addition to any other remedies available to NMC pursuant to this Agreement or otherwise available pursuant to applicable law or in equity. At any time that CONTRACTOR does not or is unable to perform the services in full compliance, NMC shall have the right to provide any services with its own employees or by the engagement of another vendor regardless of whether NMC elects to terminate this Agreement. If NMC deems it necessary to provide services by use of its employees or another vendor, CONTRACTOR shall reimburse NMC's actual expenses for providing such services if CONTRACTOR was required to provide the services under the terms of the Agreement.
- 5.6 Contractor Staff Approval.** NMC shall have the right to disapprove of any member of CONTRACTOR'S staff assigned to perform services under this Agreement.
- 13.2 Employment Related Claims.** CONTRACTOR agrees that it shall be solely responsible for the direction, supervision, counseling and discipline of its employees, including the conducting of informal and formal performance evaluations. CONTRACTOR agrees to be solely responsible for all matters relating to compensation of its employees, subcontractors, agents, partners or consultants including but not limited to compliance with federal and state and local wage and hours laws, laws governing

workers' compensation, Social Security, lay-off or termination compensation, withholding and payment of any and all federal, state and local personal income taxes, disability/death insurance, unemployment, and any other taxes for such persons, including any related employer assessments or contributions required by law, and all other regulations governing such matters, and the payment of all salary, vacation and other employee benefits. At CONTRACTOR'S expense as described herein, Contractor agrees to defend, indemnify, and hold harmless NMC, its officers, agents, employees, members, subsidiaries, parent, affiliates, and successors in interest from and against any claim, demand, action, proceeding, threatened or actual, judgment, liability, loss, damage, cost, or expense, including, without limitation, attorneys' fees as provided herein arising out of CONTRACTOR's or NMC's alleged failure to pay, when due, all such compensation, premiums, taxes and obligations and including any claim of whatever nature brought by any employee of CONTRACTOR of applicant for employment, arising out of the hiring, or failure to hire the employee/applicant, or arising out of any aspect of his/her employment by CONTRACTOR and the termination thereof (collectively referred to for purposes of this Section as "Employment Claim(s)"). Contractor shall pay to NMC any expenses or charges relating to or arising from any such Employment Claim(s) as they are incurred by NMC.

13.3 Common-Law Employees. The foregoing shall apply to CONTRACTOR and CONTRACTOR's employees and agents even if CONTRACTOR or any of CONTRACTOR's employees or agents is subsequently reclassified by any court or governmental agency as a common-law employee for periods during which services were performed under this Agreement.

15.7 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of NMC and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs. Any purported assignment or delegation not consented to by NMC shall be void at NMC's option and shall constitute a material breach of this Agreement.

15.17 Authority. CONTRACTOR has the full power, capacity and authority to enter into and perform this Agreement and to make the grant of rights contained herein, and CONTRACTOR'S performance of this Agreement does not violate or conflict with any agreement to which CONTRACTOR is a party; Contractor further represents that there is no pending or threatened litigation that would have a material adverse impact on its performance under this Agreement.



Statement of Work for
Professional Services

Provided by:

eCare Manage, Inc.

November 14, 2011

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 110+ 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. eCare Manage will provide a Senior level consultant to assume 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 HL7 Interface & System Architect.

Section 3.3 provides a scope of work for Professional Services to support the role of a Senior IT Clinical Project Manager.

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

3.1 Senior IT Strategist

Duties

- Provide sr. strategic leadership for information and telecommunication technology services at Natividad Medical Center (NMC)
- Participate in county-wide information and telecommunication technology strategic planning activities
- Develop and recommend organization-wide 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 information and telecommunication 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 information technology services contracts and make recommendations to ensure hospital-wide consistency with adopted standards
- Serve as an Information Technology representative on a variety of 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 information systems necessary to meet mandated data information reporting requirements

- Monitor and evaluate the efficiency and effectiveness of NMC's information technology methods and procedures. 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 sr. thought leadership regarding the development and maintenance of NMC's 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
- Physically be present on-site (NMC Campus) 4.5 days a week or as schedule allows due to illness, vacation, conferences or off-site meetings
- Complete all other duties as assigned by CEO
- Estimated hours = 1600 hrs.

3.2 Senior IT HL7 Interface & Systems Architect

Projects:

- HL7 Interfaces (Meditech, Epic, Avitar, Picis)
- Corepoint Interface Engine (Upgrade & add DR Redundancy)
- Quality Reporting (CMS Core Measures & Compliance Reporting)
- DSRIP (Delivery System Reform Incentive Pool) Registry Reporting
- LIHP (Low Income Housing Plan) Reporting
- Meditech Data Repository Reporting
- Estimated hours = 1800 hrs.

Duties

- Provide leadership for information technology architecture at Natividad Medical Center (NMC)
- Develop and recommend organization-wide information technology systems architecture including: goals and objectives
- Work closely with the CIO in defining short and long-range automated system requirements
- Help develop forecasts for staffing, equipment, materials and supplies for new projects
- Analyze major technology trends to determine their effect on the existing environment and their compatibility with identified strategic direction
- Serve as NMC's information technology systems architect on a variety of information technology-related committees and coordinate and communicate with management regarding technology related development and its' potential impact on existing infrastructure and strategies
- Collaborate with the CIO, County Information Technology department and other County, State and Federal offices regarding the implementation of information systems and infrastructure necessary to meet any mandated requirements
- Analyze and assess current and proposed information technology plans and provide architectural leadership in the development, design, implementation and maintenance of automated information systems to ensure strategic alignment with NMC's technology roadmap

3.3 Senior IT Clinical Project Manager

Projects:

- Quality Reporting (CMS Core Measures & Compliance Reporting)
- ARRA "Meaningful Use" Compliance & Roadmap
- Ambulatory (Practice Management System) for Outpatient Clinics
- Meditech Data Repository Reporting
- Meditech Medical Necessity Implementation
- Estimated hours = 1800 hrs.

Duties

- Work closely with the project sponsor to ensure appropriate resources are available for the project
- Establish close working relationships with physicians, their research staff, outside consultants through exceptional 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 staffing, equipment, materials and supplies, monitor expenditures and implement and authorize 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

3.4 Senior IT Project Manager

Project:

- Natividad Authority Model (NAM)
- Estimated hours = 1800 hrs.

Duties

- Work closely with the project sponsor to ensure appropriate resources are available for the project
- Provide assistance to individuals and project team members by helping resolve difficult and complex technology issues to ensure compliance with budget and project goals
- Collaborate with service line managers and department directors to discover, design and implement 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 staffing, equipment, materials and supplies, monitor expenditures and implement and authorize budget adjustments
- Manage project objectives by working with team members to set project priorities and milestones and resolve project conflicts
- Respond promptly and appropriately to issues raised by stakeholders and or consultants
- 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

4. Pricing Summary

Pricing is based on actual time and material. The hourly rate is fully loaded covering all applicable travel and expenses.


| Title | Rate/hr. |
|------------------------------------|-----------|
| Senior IT Strategist | \$300/hr. |
| Senior IT HL7 & System Architect | \$180/hr. |
| Senior IT Clinical Project Manager | \$170/hr. |
| Senior IT Project Manager | \$150/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 \$1,350,000.

eCare Manage Inc.,



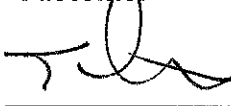
Signature
James Fenstermaker

Name
President

Title
11/14/2011

Date

Customer



Signature
Harry Weis

Name
CEO

Title
11/14/2011

Date