



# Monterey County

## Board Order

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

### Agreement No.: A-12461

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

Authorized the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment No. 1 to the Agreement (A-12461) with Navin, Haffty & Associates LLC for Information Technology Project Management Consulting Services at NMC, for the period July 1, 2013 through July 31, 2014 and adding \$1,857,000 for a revised total Agreement amount not to exceed \$3,764,500 in the aggregate.

PASSED AND ADOPTED on this 24th day of September 2013, by the following vote, to wit:

AYES: Supervisors Armenta, Calcagno, Salinas and Parker

NOES: None

ABSENT: Supervisor Potter

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 76 for the meeting on September 24, 2013.

Dated: September 26, 2013  
File Number: A 13-209

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

By   
Deputy

**AMENDMENT NO. 1  
TO PROFESSIONAL SERVICES AGREEMENT  
BETWEEN Navin, Haffty & Associates AND  
THE NATIVIDAD MEDICAL CENTER  
FOR  
Information Technology Project Management Consulting Services**

This Amendment No. 1 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 (Contractor), with respect to the following:

**RECITALS**

**WHEREAS**, the County and Contractor wish to amend the Agreement to allow for existing services to continue

**WHEREAS**, the County and Contractor wish to amend the Agreement, to increase the amount of the Agreement by \$1,857,000.00 because of additional services required by the County.

**AGREEMENT**

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


1. Amendment-No.1 to Exhibit A, attached to this Amendment No.1, is hereby incorporated into Exhibit A. All references in the Agreement to Exhibit A shall be construed to refer to Amendment- 1 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 \$1,907,500.00.*" and replacing it with "*The total amount payable by County to CONTRACTOR under Agreement No. (A-12461/MYA 896) shall not exceed the total sum of \$3,764,500.00 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 May 1,2013 to July 31,2014 unless sooner terminated pursuant to this Agreement*" and replacing it with "*The term of this Agreement is May1,2013 to July31,2014 unless sooner terminated pursuant to this Agreement*".
4. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment and shall continue in full force and effect as set forth in the Agreement.
5. A copy of this Amendment No.1 shall be attached to the original Agreement (No.A-12461/MYA 896)
6. The effective date of this Amendment No.1 is July 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: \_\_\_\_\_

By:  \_\_\_\_\_  
Harry Weis, NMC Chief Executive Officer

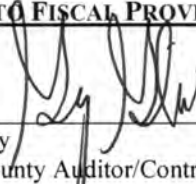
Date: 7/26/13

APPROVED AS TO LEGAL PROVISIONS

By: \_\_\_\_\_  
Anne Brauer  
Monterey County, Deputy County Counsel

Date: \_\_\_\_\_

APPROVED AS TO FISCAL PROVISIONS

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

Date: 8-2-13

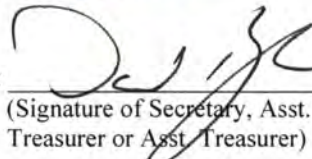
Contractor

Navin, Haffty & Associates, LLC  
Contractor's Business Name\*\*\* (see instructions)

 \_\_\_\_\_  
Signature of Chair, President, or Vice-President

John Haffty, President and CEO  
Name and Title

Date: 7/18/13

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

David Rizky, Exec Vice President  
Name and Title

Date: 7/23/13

\*\*\*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)



*Amendment –No.1 to Exhibit A*



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Information for use solely by our clients

[www.navinhaffty.com](http://www.navinhaffty.com)

781-871-6770

June 3, 2013

Revised June 17, 2013

Dr. Charles Harris  
Natividad Medical Center  
1441 Constitution Boulevard  
Salinas, CA 93906

Dear Dr. Harris,

Thank you for your interest in our services and the opportunity to assist Natividad Medical Center with your MEDITECH PDoc implementation efforts. As discussed, we have developed a proposal for clinical consulting services related to your upcoming project.

Once you have had a chance to review the attached, I would be happy to answer any questions you might have. If the proposal meets with your expectations, please sign and email back to me at [rhoehne@navinhaffty.com](mailto:rhoehne@navinhaffty.com), or fax to 781.878.8703, whichever is more convenient.

Thank you again for your interest and consideration, and please contact me if you have any questions.

Sincerely,

Rob Hoehne  
Navin, Haffty & Associates



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## **Brief Description of Navin, Haffty & Associates**

Navin, Haffty & Associates (NHA) is the leader in MEDITECH consulting services and expertise. Focused exclusively on the MEDITECH EHR, we enjoy an outstanding reputation for excellence, service and quality that is unmatched in this market. As the largest MEDITECH 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; system optimization assistance; staff augmentation to cover short-term vacancies; training and transition assistance for new staff; and, strategic planning focused on maximizing 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**

Natividad Medical Center (NMC) is operating off of the MEDITECH Electronic Health Record version C/S 5.6.4 with plans to upgrade to 5.6.6 in July 2013 and is targeting January 1, 2014 to go live with the MEDITECH Physician Documentation (PDoc) application with Dragon voice recognition in the ED, followed by the Inpatient setting on July 1, 2014. NMC is interested in engaging a consulting firm to provide hands-on assistance to achieve this implementation.

## **Scope and Approach**

Navin, Haffty and Associates (NHA) will assign a team of MEDITECH PDoc resources to assess, design, build, test and deploy PDoc with Dragon voice recognition first in the ED and then house-wide. The NHA resources include one Project Manager (PM), two subject matter experts, one Physician, and several PDoc training resources. The NHA resources will work with the NMC CPOE core team, Clinical Leadership, Medical Staff, IT, other Natividad's Medical Center staff, and MEDITECH to ensure accuracy, efficient design and implementation of the MEDITECH Physician Documentation (PDoc) application, as well as associated workflows and processes both in the ED as well as Inpatient setting.





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NHA strongly recommends a “best practice” integrated approach be taken with an emphasis on quality, accuracy and efficiency. In order to ensure this, the assigned NHA resources will work in accord with the concurrent NMC initiatives including CPOE, ICD-10, System Upgrade, and Meaningful Use. Additionally, each resource will address critical workflow decisions, hands-on dictionary build, training, knowledge transfer, deployment planning and assistance, leadership and support. Key aspects of the effort will involve best practice design and build, physician adoption strategies, change management and communication throughout all impacted departments/parties.

MEDITECH Project Manager

One (1) experienced MEDITECH Project Manager will be assigned to the project.

PDoc Specialist

Two (2) subject matter expert resources will be assigned to the project. Each resource will have experience with the MEDITECH PDoc and Dragon voice recognition application

Physician Consultant

One (1) Physician Consultant will be assigned to work with your Medical Staff to assist with physician adoption, issue resolution, and sustainability of the new EHR.

Train/Support Specialist

Up to four (4) resources will be assigned to assist with training and end-user support.

**Deliverables**

- Vision Scope
- Project Charter
- Project Plan
- Process Impact Analysis
- Weekly Status Reports
- Issues Log
- Decision Documents
- Customized “Best Practice” PDoc templates, ED & Inpatient
- Customized voice commands

Amendment –No.1 to Exhibit A



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- Customized tools to ensure long-term adoption, sustainability, accuracy and efficiency

**Project Schedule and Timeline:**

It is expected that the PM and the two PDoc Specialists' will be provided on a full-time basis with the Physician resource being part-time. The Training/Support Specialists' will be utilized during Go Live for both the ED and the Inpatient setting.

Depending on the project phase and requirements, specific start and end dates may vary by resource. It is expected that the NHA resource(s) will be onsite most weeks. However, there may be select weeks, where practical and with prior client approval, that the resource may work remotely.

Estimated Start Date:

Project Manager - Sept 16, 2013

PDoc Specialist 1 – Sept 16, 2013

PDoc Specialist 2 – Sept 16, 2013

Physician Consultant – Sept 16, 2013

Training/Support - utilized during Go Live

Estimated End Date: December 31, 2014

**Estimated Costs:**

Fees:

Assigned Consultant	Role	Estimated Hours	Hourly Rate*	Total Fees
TBD	Project Manager	2680	\$175	\$469,000
TBD	PDoc Consultant, Trainer and Support	7280	\$175	\$1,274,000
TBD	Physician Consultant	400	\$285	\$114,000
<b>Totals</b>		<b>8,920</b>		<b>\$1,857,000</b>

\* The rate of \$175/hr. for the Subject Matter Experts 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 then hourly rates will increase to \$180/hr. per resource.



*Amendment –No.1 to Exhibit A*



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The above estimate assumes an average 40 hour work week regardless if the resource is working on site or remote. NHA will bill a minimum of 40 hours per week for each on site billable resource.

**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.

**Payment Terms:**

Payments are due within 30 days of invoice date. Timesheets are provided routinely with each invoice. Invoices are issued monthly for services rendered and expenses incurred.

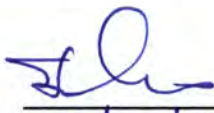
**Protected Health Information:**

The parties acknowledge that, in the course of performing services hereunder, Navin, Haffty & Associates may obtain access to "protected health information" and thereby become a "business associate" of Natividad Medical Center as defined in the Health Insurance Portability and Accountability Act of 1996 and the regulations issued thereunder. Navin, Haffty & Associates 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.

NAVIN, HAFFTY &  
ASSOCIATES, LLC

Natividad Medical Center

By: \_\_\_\_\_  
Date: \_\_\_\_\_

By:   
Date: 7/26/13

Federal Tax ID: 04-3573981

Proposal ID: A0399-00266