

**AMENDMENT NO. 6
FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN Beacon Partners Inc. AND
THE NATIVIDAD MEDICAL CENTER
FOR
Meditech Management,
Meditech 5.66 Upgrade and
Computerized Physician Order Entry (CPOE) Consulting Services**

The parties to Professional Services Agreement (“Agreement”), dated February 1, 2012 between the County of Monterey, on behalf of Natividad Medical Center (“NMC”), and Beacon Partners Inc. (Contractor), hereby agree to amend their Agreement (No. A-11879) on the following terms and conditions:

WHEREAS, the County and Contractor wish to amend the Agreement to extend the term end date and to add additional services requested by County.

WHEREAS, the County and Contractor wish to amend the Agreement to increase the amount of the Agreement because of the term extension and the increase in the amount payable for services rendered.

WHEREAS, the County and Contractor amended the Agreement previously on May 3, 2010 via Amendment No. 1, on October 1, 2010 via Amendment No. 2, on February 2, 2011 via Amendment No.3, on July 1, 2011 via Amendment No. 4, and on July 1, 2012 via Amendment No. 5.

1. Exhibit A to the Agreement is replaced with Amendment-6 to Exhibit A, attached to this Amendment No. 6. All references in the Agreement to Exhibit A shall be construed to refer to Amendment-6 to Exhibit A.
2. Section 1. “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 \$36,000.*” and replacing it with “*The total amount payable by County to CONTRACTOR under Agreement No. (A-11879) shall not exceed the total sum of \$4,055,870 for the full term of the Agreement.*”
3. Section 2. “TERM OF AGREEMENT” shall be amended by removing, “*The term of this Agreement is from February 1, 2010 to January 31, 2011 unless sooner terminated pursuant to this Agreement*” and replacing it with “*The term of this Agreement is from February 1, 2010 to April 15, 2015 unless sooner terminated pursuant to this Agreement.*”
4. All other terms and conditions of the Agreement shall continue in full force and effect. Except as provided herein, all remaining terms, conditions and provisions of the Agreement and Amendment Nos. 1, 2, 3, 4 and 5 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 and all previous amendments shall be attached to the original Agreement (No. A-11879)
6. The effective date of this Amendment is April 15, 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.

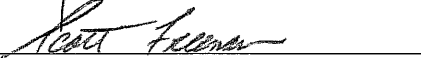
CONTRACTOR

Signature 1 

Dated 3.26.13

Printed Name JONATHAN S. MELLO

Title EXECUTIVE VICE PRESIDENT

Signature 2 

Dated 3.26.13

Printed Name B. SCOTT FREEMAN

Title Principal

****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.*

NATIVIDAD MEDICAL CENTER

Signature _____
Purchasing Manager

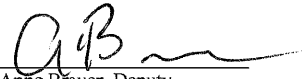
Dated _____

Signature 
NMC - CEO

Dated 4/2/13

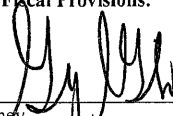
Approved as to Legality and Legal Form:

Charles J. McKee, County Counsel

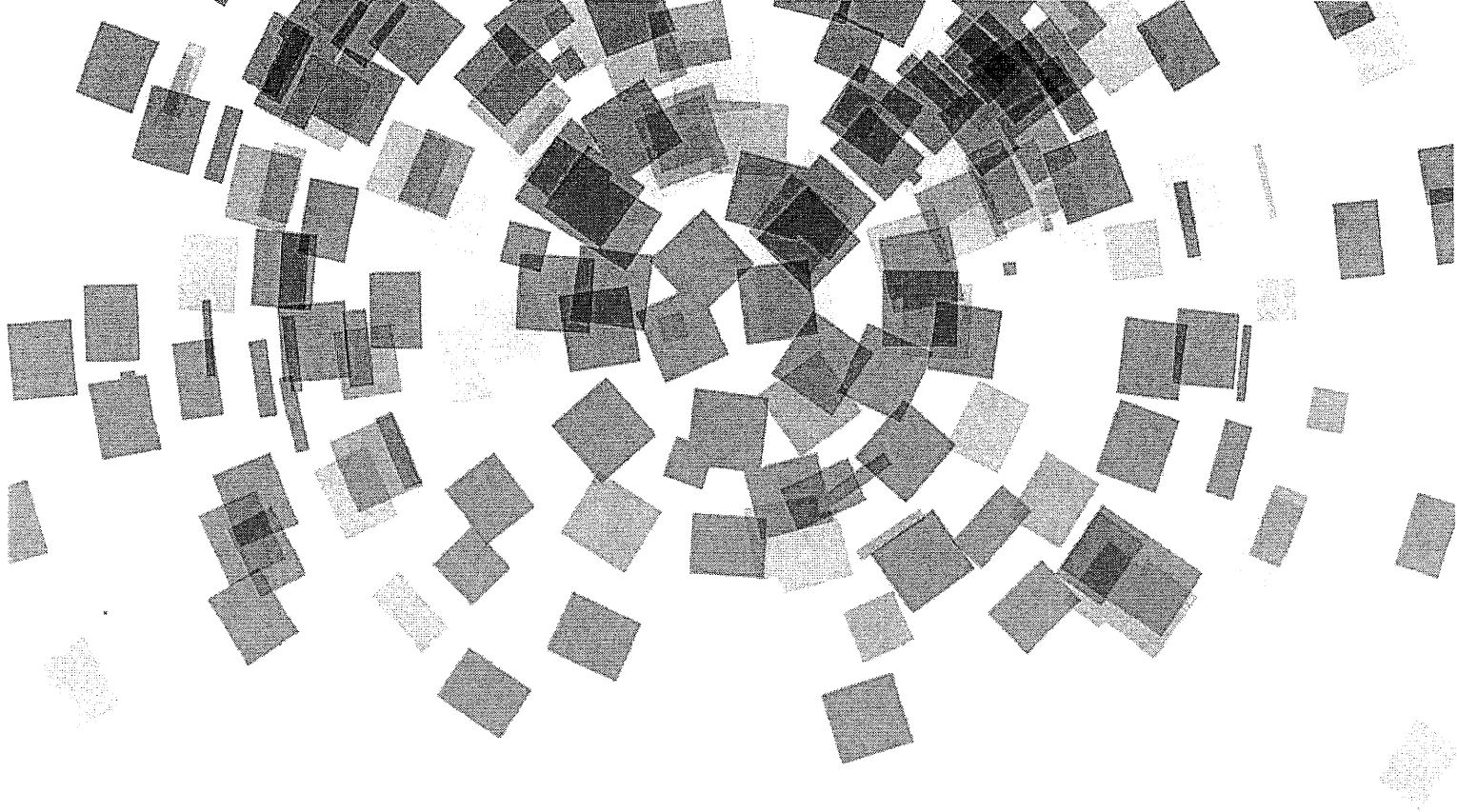
By 
Anne Brauer, Deputy
Attorneys for County and NMC

Dated: April 9, 2013

Approved as to Fiscal Provisions:

By: 
Gary Gibongy,
Monterey County Auditor/Controller's Office

Date: 4-9, 2013

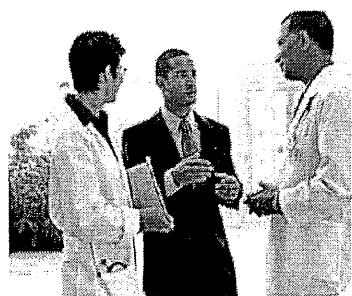
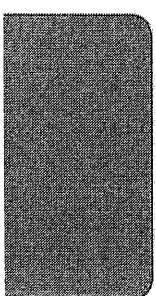


AMENDMENT-6 TO EXHIBIT A
Natividad Medical Center

A Budgetary Proposal for:
MEDITECH CPOE and 5.64/5.66 Consulting Services

March 13, 2013

Scott Freeman, Principal
sfreeman@beaconpartners.com



Amendment 6 to Exhibit A

Scope of Work

The scope of this engagement is for Beacon Partners (Beacon) to provide management consulting services to Natividad Medical Center in the form of project management and subject matter expertise for Natividad's MEDITECH computerized physician order entry (CPOE) project.

Working in partnership with Natividad, Beacon will fill the resource gaps and contribute to the successful coordination of the CPOE project. Based on assigned roles and Natividad's needs, Beacon will handle project management responsibilities and provide leadership to end users and members of the project team.

In addition, Beacon will continue the provision of management consulting services to Natividad in the form of subject matter expertise and staff augmentation support for clinical and non-clinical MEDITECH modules being implemented in MEDITECH Client Server (C/S) 5.64.

Beacon will provide experienced MEDITECH subject matter experts (SMEs) aligned with the following MEDITECH modules.: Billing and Accounts Receivable (B/AR), Bedside Medication Verification (BMV), Electronic Medication Administration Record (eMAR) modules and transfusion records, as well as staff augmentation for the Order Entry (OE), Emergency Department Management (EDM), Provider Order Management (POM), Community Wide Scheduling (CWS), Prescription Management (RXM) and Pharmacy (PHA), Materials Management (MM), Laboratory (LAB) and Imaging and Therapeutic Services (ITS)modules. Other MEDITECH modules may be introduced into the scope of work as identified by Natividad leadership.

Approach for CPOE

Phase One: Integration Planning (Project Management, IT, Change Management)

- Define roles of project manager, project team, information technology (IT) and all departments involved and vendor resources, including MEDITECH.
- Review/define project objectives.
- Identify project constraints, assumptions and potential risks.
- Develop plans for change management.

- Develop communication plan for various stakeholders, including physicians and executive leadership.
- Establish key project milestones and target dates.
- Develop detailed project plan in work breakdown structure; assign responsibility for each task, estimate task start and end dates and work effort.
- Review cost estimates and budget as needed or where applicable.
- Determine resourcing strategy.
- Determine issue reporting and resolution process.

Phase Two (a): Implementation

- Lead scheduled work sessions with project team.
 - Provide dictionary build training.
 - Assist with file and dictionary build.
- Provide detailed MEDITECH and CPOE knowledge to facilitate the decision-making process and move the project forward.
- Lead workshops for physicians that promote technology adoption and user acceptance.
- Refine project schedule and work plan.
- Work with Natividad physician champion on assigned project-related tasks and workflows.
- Work with project team to conduct CPOE user training sessions.
- When applicable conduct review of Physician Order Management (POM), Physician Care Management (PCM) and Patient Care System (PCS) dictionary and file build.

Phase Three (b): Project Monitoring and Oversight

- Manage team assignments to ensure all tasks are completed on time.
- Lead weekly project team meetings, documenting issues, decisions and actions to be taken.
- Monitor project task completion; provide periodic project status reports, updating dates, resources, work-effort, milestones, risks and issues.
- Hold scheduled status meetings to ensure that Natividad leadership and physician staff understand all phases and milestones of the CPOE project.
- Manage risks, timeline, organizational changes, scope, quality, issues, resources and budget.
- Lead project team in the creation of training documentation and training scenarios.

- Lead scheduled status review meetings with project sponsor, project champion and physician champion.

Phase Four: Cut-Over

- Lead Go-Live readiness assessment workshop; update project documents.
- Establish and manage command center for Go-Live.
 - Schedule resources for Go-Live support.
 - Record and resolve issues using change management protocols.
 - Provide regular communication of Go-Live status to executive and project teams.
- Work with project team to provide Go-Live support and resolve issues.

Deliverables

- Review and completion of MEDITECH CPOE project plan.
- Creation of prioritized issues list and recommended resolutions.
- Provision of detailed bi-weekly status reports.
- Provision of final engagement summary upon project completion.
- Final acceptance meeting and knowledge transfer.

Personnel, Duration and Fees

All personnel assigned to the engagement shall be fully qualified to perform the tasks assigned to them and shall perform the services in a competent and professional manner.

We anticipate that the engagement will be approximately two years, commencing on or around March 1, 2013 thru April 30, 2015.

Consulting fees for this project, which shall remain valid for 90 days from the date of this Engagement Proposal, are:

PROFESSIONAL PERSONNEL	HOURLY RATE	ESTIMATED HOURS	ESTIMATED TOTAL FEES*
<i>Senior Consultant, CPOE</i>	\$170	4360	\$741,200
<i>Senior Consultant, CPOE</i>	\$175	4360	\$763,000
<i>Senior Consultant, 5.66 Upgrade PM</i>	\$175	1,714	\$299,950
<i>Cindy Snyder, Consultant</i>	\$170	2,672	\$454,240
<i>Barbra Moody, Consultant</i>	\$175	4368	\$764,400
Total			\$3,022,790

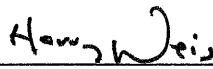
The terms and conditions governing our other engagements with Natividad will apply to this engagement. Fees represented above are inclusive of travel and administrative expenses in accordance with all applicable Monterey County policies, including without limitation the Monterey County travel policy and are valid for 45 days from the date of this letter. Thank you for your continued use of our services.

Approvals

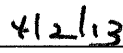
 Scott Freeman, Principal
 Beacon Partners



 Authorizing Signature
 Natividad Medical Center



 Print Name



 Date