

**AMENDMENT NO. 4
TO SERVICES AGREEMENT
BETWEEN NAVIN HAFFTY & ASSOCIATES, LLC, AND
NATIVIDAD MEDICAL CENTER
FOR
COMPUTERIZED PHYSICIAN ORDER ENTRY SUPPORT SERVICES, PROJECT
MANAGEMENT SERVICES, AND PROJECT IMPLEMENTATION SUPPORT SERVICES**

This Amendment No. 4 to the Services Agreement ("Agreement"), dated May 1, 2013 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (hereinafter "NMC"), and Navin Haffty & Associates, LLC, (hereinafter "CONTRACTOR"), with respect to the following:

RECITALS

WHEREAS, the Agreement was executed for Computerized Physician Order Entry Support Services with a fourteen month term of May 1, 2013 through July 31, 2014 and a total Agreement amount not to exceed \$1,907,500; and

WHEREAS, NMC and CONTRACTOR amended the Agreement via Amendment No. 1 effective July 1, 2013 to extend the term for an additional one year period through July 31, 2014, to add project management services and an additional \$1,857,000, thereby increasing the total agreement amount to \$3,764,500; and

WHEREAS, NMC and CONTRACTOR amended the Agreement via Amendment No. 2 effective August 1, 2014 to extend the term for an additional five month period through December 31, 2014 at no cost increase; and

WHEREAS, NMC and CONTRACTOR amended the Agreement via Amendment No. 3 effective on November 3, 2014 to extend the term for an additional eighteen month period through June 30, 2016, to add additional support services and an additional \$1,111,600 thereby increasing the total agreement amount to \$4,876,100; and

WHEREAS, NMC and CONTRACTOR currently wish to amend the Agreement to add additional services attached hereto as "Exhibit A-4 per Amendment No. 4" with a \$1,365,000 increase for the added services for a total Agreement amount of \$6,241,100.

AGREEMENT

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

The Agreement is hereby renewed on the terms and conditions as set forth in Original Agreement and in Amendment No 1, Amendment No. 2, and Amendment No. 3, incorporated herein by this reference, except as specifically set forth below.

1. Section 2, "PAYMENTS BY NMC" shall be amended to the following;
"NMC shall pay the CONTRACTOR in accordance with the payment provisions set forth in EXHIBIT A plus Amendment No. 1 to Exhibit A, plus Exhibit A-3 as per Amendment No. 3 plus Exhibit A-4 as per Amendment No. 4 which is attached hereto this Amendment No. 4. The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$6,241,100. "

2. Section 4, "ADDITIONAL PROVISIONS/EXHIBITS" shall be amended to the following:
"The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:
-Exhibit A: Scope of Services/Payment Provisions
-Amendment No. 1 to Exhibit A: revised Scope of Services/Payment provisions
-Exhibit A-3 per Amendment No. 3: revised Scope of Services/Payment provisions
-Exhibit A-4 per Amendment No. 4: revised Scope of Services/Payment provisions"
3. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 4 and shall continue in full force and effect as set forth in the Agreement and in Amendment No. 1, Amendment No. 2 and Amendment No. 3.
4. A copy of this Amendment No. 4 shall be attached to the Original Agreement.
5. The effective date of this Amendment No. 4 is April 1, 2015.

Signature page to follow

IN WITNESS WHEREOF, NMC and CONTRACTOR hereto are in agreement with this Amendment No. 4 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: _____
Gary R. Gray, DO, Interim CEO

Date: _____

APPROVED AS TO LEGAL PROVISIONS

By: _____
Monterey County Deputy County Counsel

Date: 4/1/15

APPROVED AS TO FISCAL PROVISIONS

By: _____
Monterey County Deputy Auditor/Controller

Date: 4-1-15

CONTRACTOR

NAVIN HAFFTY & ASSOCIATES, LLC
CONTRACTOR's Business Name*** (see instructions)

Signature of Chair, President, or Vice-President

JOHN HAFFTY PRESIDENT
Name and Title

Date: March 9, 2015

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

Dana K Spratt - Consulting CFO

Name and Title

Date: 3/9/2015

*****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 an individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement (one signature required)

**Engagement Proposal
for
Natividad Medical Center**

Rev. March 2, 2015

Background and Understanding

Natividad Medical Center (NMC) is operating MEDITECH's Electronic Health Record (EHR) Client Server (CS) version 5.6.6 and is in the process of completing a number of physician-focused initiatives including implementing the EHR in the Ambulatory setting throughout NMC. Based on the scope and impact of this initiative, NMC is interested in engaging a consulting firm to provide hands-on assistance to lead this effort as well as provide hands-on interface and reporting assistance.

Scope and Approach

NHA will assign a team of MEDITECH subject matter expert (SME) resources to provide implementation and optimization for the Ambulatory environment as well as provide support for any interface or reporting needs. The NHA resources will work with the appropriate department resources and NMC staff (clinical leadership, medical staff and information technology) and MEDITECH to achieve physician electronic adoption in the Ambulatory environment as well as provide support with any interface and reporting needs. NHA will provide the following resources:

- 1 full time MEDITECH SME whose primary focus will be to support the Ambulatory care EHR. They will additionally support the hospital IT applications team as applicable and appropriate from April 1, 2015 - June 30, 2016
- 1 full time MEDITECH SME whose primary focus will be to support interfaces and optimization. They will additionally support the hospital IT applications team as applicable and appropriate from April 1, 2015 – June 30, 2016
- 1 full time MEDITECH SME whose primary focus will be to provide reporting / data support and optimization. They will additionally support the hospital IT applications team as applicable and appropriate from April 1, 2015 – June 30, 2016

Deliverables

Specific components of the final deliverable will include:

- Project plan
- End-user training and at-the-elbow support
- Process impact analysis
- Weekly status reports
- Issues log
- Project dashboard
- Decision documents
- Customized “Best Practice” Physician Documentation (PDoc) templates recommendations
- Customized tools to ensure long-term adoption, sustainability, accuracy and efficiency
- “Best Practice” recommendations and support

Transition Plan

NHA recognizes that NMC is conducting an ongoing recruitment process to fully staff its IT department with FTEs. We also recognize that NMC intends to issue a Request for Proposal (RFP) for IT applications and operations roles not yet filled by FTEs. If an NHA-held position is filled by a new FTE hire or RFP awardee, NHA will deliver a clear transition plan to NMC IT administration. Once the transition plan is signed off by NMC IT administration, NHA will fully execute the agreed upon transition plan.

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:

Start Date: April 1, 2015

End Date: June 30, 2016

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

Estimated Costs

Estimated Fees

Role(s)	Estimated Hours*	Hourly Rate**	Estimated Fees
MEDITECH Ambulatory Focus SME	2,600	\$175	\$455,000
MEDITECH Interface Focus SME	2,600	\$175	\$455,000
MEDITECH Reporting Focus SME	2,600	\$175	\$455,000
Estimated Total Fees	7,800		\$1,365,000

*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/hour 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.

Payment Terms

Payments are due within 30 days of invoice date. 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.