



COUNTY OF MONTEREY - BOARD OF SUPERVISORS

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File #: A 14-288 Name: Navin Haffty Amendment No.3
 Type: BoS Agreement Status: Consent Agenda
 File created: 12/5/2014 In control: Board of Supervisors
 On agenda: 12/16/2014 Final action:

Title: Approve and authorize the Deputy Purchasing Agent for Natividad Medical Center (NMC) to execute Amendment No. 3 to the Agreement (A-12461) with Navin, Haffty & Associates, LLC for Information Technology Project Management Consulting Services at NMC to extend the term and adding \$1,111,600 for a revised total Agreement amount not to exceed \$4,876,100 in the aggregate Agreement term of July 1, 2013 through June 30, 2016.

Attachments: 1. [Navin Haffty Agmt plus BO.pdf](#), 2. [Board Report](#), 3. [Navin Haffty Amendment No.3.pdf](#), 4. [Navin Haffty Amend. No. 1 plus BO.pdf](#), 5. [Navin Haffty Amend. No. 2 plus BO.pdf](#), 6. [Navin Haffty & Assoc. Spend Sheet.pdf](#), 7. [Completed Board Order](#)

History (0) Board Report

Title

Approve and authorize the Deputy Purchasing Agent for Natividad Medical Center (NMC) to execute Amendment No. 3 to the Agreement (A-12461) with Navin, Haffty & Associates, LLC for Information Technology Project Management Consulting Services at NMC to extend the term and adding \$1,111,600 for a revised total Agreement amount not to exceed \$4,876,100 in the aggregate Agreement term of July 1, 2013 through June 30, 2016.

Report

RECOMMENDATION:

It is recommended the Board of Supervisors Approve and authorize the Deputy Purchasing Agent for Natividad Medical Center (NMC) to execute Amendment No. 3 to the Agreement (A-12461) with Navin, Haffty & Associates, LLC for Information Technology Project Management Consulting Services at NMC to extend the term and adding \$1,111,600 for a revised total Agreement amount not to exceed \$4,876,100 in the aggregate Agreement term of July 1, 2013 through June 30, 2016.

SUMMARY/DISCUSSION:

Over the last several years NMC has purchased, and continues to purchase, necessary modules of Meditech in order to systematically build a fully electronic EHR. The implementation of these modules provide for improved services and safety to NMC patients, as well as, meeting the ongoing mandated Medicaid and Medicare Meaningful Use requirements via the HITECH Act legislated by the federal government.

Meditech's Physician Documentation (PDoc) module is an essential component in meeting the requirements of Meaningful Use for an EHR. NMC implemented PDoc meaningful use functionality by October 1, 2014, on time and in order to meet Meaningful Use Stage 2 requirements. PDoc is a Meditech application that is part of two Meditech software modules; Physician Care Manager II (PCM II) and Emergency Department 2 (EDM2). PDoc allows for physicians to electronically document in the electronic health record, including but not limited to subjective histories from patients, physical exams, relevant results, assessments and plans including problem lists. These physician plans also include orders that are then executed via Computerized Physician Order Entry (CPOE) which has been discussed and referenced in earlier board reports.

PDoc is closely coupled with speech recognition software named Dragon which allows the provider to dictate, customize, and document electronically in real time. Dragon has also been discussed in a previous separate board report.

Navin Haffty & Associates has currently been providing consulting clinical, technical and training expertise in coordination with NMC staff for the PDoc/Dragon implementation. NMC is requesting Navin Haffty & Associates provide subject matter expertise for day-to-day post implementation and optimization. Furthermore, there will need to be significant optimization of PDoc/Dragon and CPOE with the implementation of the mandated ICD-10 project which has been referenced in previous board reports. ICD-10 is the International Classification of Diseases, 10th Revision. Initially ICD-10 had been mandated by the Department of Health and Human Services (HHS) and Congress for implementation by Oct 1, 2014 but in March 2014, Congress postponed the mandated implementation until Oct 1, 2015. ICD-10 is critical for accurate coding, billing and subsequent revenue. NMC's system of coding is based on physician documentation (PDoc). There is significant optimization and maintenance of NMC's PDoc/Dragon templates that will have to occur as ICD-10 is implemented at NMC. Without this ICD-10 optimization, NMC revenue could be significantly impacted.

The implementation phase of the PDoc/Dragon project plan began on Sept 1, 2013 and will end as scheduled on or before December 31, 2014. The project will begin transitioning to optimization and support on approximately November 3, 2014. The ICD-10 project is currently in progress and is scheduled to go live at NMC on Oct 1, 2015. Dedicated SME support and optimization time will be required from Navin Haffty & Associates and the NMC PDoc and CPOE teams to support ICD-10 changes during the ICD-10 project implementation. Additionally, there is a daily need for ongoing PDoc/Dragon SME optimization and support of physician documentation.

OTHER AGENCY INVOLVEMENT:

County Counsel has reviewed and approved this Amendment No. 3 as to legal form and risk provisions. The Auditor-Controller has reviewed and approved this Amendment No. 3 as to fiscal provisions. This Amendment No. 3 has also been reviewed and approved by Natividad Medical Center's Finance Committee on November 25, 2014 and by its Board of Trustees on December 05, 2014.

FINANCING:

The cost for this Amendment No.3 is \$1,111,600 for FY2014/15 \$539,200 FY 2015/16 \$572,400 for a total amount not to exceed \$4,876,100. Amounts for remaining years of the Amendment No.3 will be included in those budgets as appropriate. There is no impact to the General Fund.

Prepared by: Dr. Charles Harris, Staff Physician, 783-2785

Approved by: Dr. Kelly O'Keefe, Interim Chief Executive Officer, 783-2553

Attachments: Amendment No.3, Amendment No.2, Amendment No. 1, Original Agreement and Spend Sheet.
Attachments on file with the Clerk to the Board's Office



Monterey County

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

Board Order

Agreement No.: A-12461

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

Approved and authorized the Deputy Purchasing Agent for Natividad Medical Center (NMC) to execute Amendment No. 3 to the Agreement (A-12461) with Navin, Haffty & Associates, LLC for Information Technology Project Management Consulting Services at NMC to extend the term and adding \$1,111,600 for a revised total Agreement amount not to exceed \$4,876,100 in the aggregate Agreement term of July 1, 2013 through June 30, 2016.


PASSED AND ADOPTED on this 16th day of December 2014, by the following vote, to wit:

- AYES: Supervisors Armenta, Calcagno, Salinas, Parker and Potter
- NOES: None
- ABSENT: None

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 December 16, 2014.

Dated: December 16, 2014
File Number: A 14-288

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

By 
Deputy

**AMENDMENT NO. 3
TO AGREEMENT FOR SERVICES
BETWEEN NAVIN, HAFFTY & ASSOCIATES, LLC AND
NATIVIDAD MEDICAL CENTER
FOR
INFORMATION TECHNOLOGY PROJECT MANAGEMENT CONSULTING SERVICES**

This Amendment No. 3 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, LLC (Contractor), with respect to the following:

RECITALS

WHEREAS, the original Agreement had a fifteen month term and the total Agreement amount was not to exceed \$1,907,500; and

WHEREAS, the County and Contractor amended the Agreement previously on July 1, 2013 via Amendment No. 1 to extend the term of the Agreement for another 12 months and to increase the total Agreement amount by an additional \$1,857,000 so as to pay for the continued services as needed; and

WHEREAS, the County and Contractor amended the Agreement previously on October 7, 2014 via Amendment No. 2 to extend the term for an additional 5 months at no additional cost increase.

WHEREAS, the County and Contractor wish to amend the Agreement for another 18 months and to increase the total Agreement amount by an additional \$1,111,000 to allow for additional services to be performed as requested by NMC.

AGREEMENT

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

1. Contractor shall continue to provide NMC with the original scope of services as per the Agreement and Amendments No.1 and No.2.
2. Exhibit- A3 per Amendment No.3, attached to this Amendment No.3 is hereby incorporated into the Agreement in addition to the original Exhibit -A Scope of Services. All references in the Agreement to Exhibit-A shall be construed to refer *Exhibit A and Exhibit- A3 per Amendment No.3*.
3. 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 \$3,764,500*" and replacing it with "*The total amount payable by County to CONTRACTOR under Agreement shall not exceed the total sum of \$4,875,500 for the full term of the Agreement*"
4. Section 3. "TERM OF AGREEMENT" shall be amended to the following; "*The term of this Agreement is from May 1, 2013 to June 30, 2016 unless sooner terminated pursuant to this Agreement. This Amendment to the Agreement is of no force or effect until signed by both Contractor and NMC and with NMC signing last.*" .

1. Except as provided herein, all remaining terms, conditions and provisions of the Agreement and Amendment No. 1 and No.2 are unchanged and unaffected by this Amendment No. 3 and shall continue in full force and effect as set forth in the Agreement.
2. A copy of this Amendment No. 3 and all previous amendments shall be attached to the original Agreement.
3. The effective date of this Amendment No. 3 is retroactive to November 3, 2014.

This Space intentionally left blank

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: Kelly O'Keefe
Kelly O'Keefe M.D., Ph.D., FCAP, Interim CFO

Date: 12/23/14

By: _____
NMC Administrator (not required)

Date: _____

APPROVED AS TO LEGAL PROVISIONS

By: ARB
Deputy County Counsel

Date: 11-4-14

APPROVED AS TO FISCAL PROVISIONS

By: [Signature]
Deputy Auditor/Controller

Date: 12-5-14

Contractor

NAVIN, HAFFY & ASSOCIATES, LLC
Contractor's Business Name*** (see instructions)

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

JOHN HAFFY ; PRESIDENT
Name and Title

Date: Oct. 16, 2014

By: [Signature]
Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer

DANA SPRATT ; CHIEF FINANCIAL OFFICER
Name and Title

Date: 10/16/2014

*****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)

**Engagement Proposal
for
Natividad Medical Center**

Rev. November 14, 2014

Brief Description of Navin, Haffty & Associates

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

Natividad Medical Center (NMC) is operating off of the MEDITECH Electronic Health Record version C/S 5.6.6 and is in the process of completing a number of physician focused initiatives including Computerized Physician Order Entry (CPOE), Multi-disciplinary discharge routine, Physician Documentation (PDoc) and ICD-10. Because of the scope and impact of these initiatives, NMC is interested in engaging a consulting firm to provide hands-on assistance to optimize and support the physician community as well the NMC technical staff.

Scope and Approach

NHA will assign a team of MEDITECH SME resources to provide ongoing support and optimization. The NHA resources will work with the NMC Clinical Leadership, Medical Staff, Information Technology, other NMC staff, and MEDITECH to achieve physician adoption of PDoc w/Dragon voice recognition, the Multidisciplinary Discharge Routine (MDR), CPOE use of ICD-10. NHA will provide the following resources:

- 1 full time MEDITECH SME resources for multi-module support and optimization including PDoc, Dragon, MDR, CPOE and ICD-10 from Nov 3, 2014 - Dec 31, 2015
- 1 full time MEDITECH SME resource for multi-module support and optimization including PDoc, Dragon, MDR, CPOE, ICD-10 from Nov 3, 2014 – June 30, 2016
- 1 part time MEDITECH Physician Consultant for multi-module support and optimization including PDoc, Dragon, MDR, CPOE and ICD-10 optimization from Nov 3, 2014 – Dec 31, 2015

Deliverables

Specific components of the final deliverable will include:

- End-user Training and At-The-Elbow Support
- Process Impact Analysis
- Weekly Status Reports
- Issues Log
- Project Dashboard
- Decision Documents
- Customized “Best Practice” PDoc templates recommendations
- Customized tools to ensure long-term adoption, sustainability, accuracy and efficiency

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:

- 1 Full Time PDoc SME resource for PDoc optimization and support for ICD-10; November 3, 2014 to December 31, 2015
- 1 Full Time PDoc SME resource for ongoing support and optimization; November 3, 2014 to June 30, 2016
- 1 Part Time Physician Consultant to work with Medical Staff for continued optimization and support; November 3, 2014 to December 31, 2015

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

Estimated Costs

Estimated Fees

Role(s)	Estimated Hours*	Hourly Rate**	Estimated Fees
MEDITECH Subject Matter Expert (SME)	2,240	\$175	\$392,000
MEDITECH Subject Matter Expert (SME)	3,200	\$175	\$560,000
MEDITECH Physician Consultant	560	\$285	\$159,600
Totals	6,000		\$1,111,600

*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/hr. 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 and be subject to the Monterey County Travel Policy.

Payment Terms

Payments are due within 30 days of receipt of a certified invoice in the Office of the Auditor Controller. Timesheets and detailed expense reports are provided routinely with each invoice. Invoices are issued monthly for services rendered and expenses incurred.

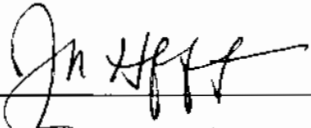
Protected Health Information

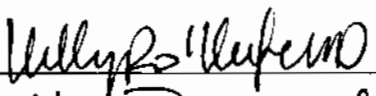
The parties acknowledge that, in the course of performing services hereunder, NHA may obtain access to "protected health information" and thereby become a "business associate" of NMC as defined in the Health Insurance Portability and Accountability Act of 1996 and the regulations issued thereunder. NHA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

Approvals

NAVIN, HAFFTY & ASSOCIATES, LLC

NATIVIDAD MEDICAL CENTER

By: 

By: 

Name: JOHN HAFFTY

Name: Kelly R. O'Keefe

Title: PRESIDENT

Title: Interim CEO

Date: Oct. 16, 2014

Date: 12/23/14

Navin, Haffty & Associates, LLC
1900 West Park Drive, Suite 180
Westborough, MA 01581
Tel: 888-837-1300 Fax:
781-878-8703
www.navinhaffty.com

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