



## Monterey County

### Board Order

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

#### 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 Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment No. 2 to the Agreement (A-12461) with Navin, Haffty & Associates, LLC for Information Technology Project Management Consulting Services at NMC to extend the term an additional five months for a revised Agreement term of July 1, 2013 through December 31, 2014 at no additional cost.

PASSED AND ADOPTED on this 7th day of October 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 October 7, 2014.

Dated: October 7, 2014  
File Number: A 14-221

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

By Denise Hancock  
Deputy



## Legislation Details (With Board Report)

**File #:** A 14-221      **Name:** Navin Haffty & Associates, LLC Amendment No.2  
**Type:** BoS Agreement      **Status:** Consent Agenda  
**File created:** 8/28/2014      **In control:** Board of Supervisors  
**On agenda:** 10/7/2014      **Final action:**

**Title:** Approve and authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment No. 2 to the Agreement (A-12461) with Navin, Haffty & Associates, LLC for Information Technology Project Management Consulting Services at NMC to extend the term an additional five months for a revised Agreement term of July 1, 2013 through December 31, 2014 at no additional cost.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** 1. Navin Haffty & Associates ,LLC Amendment No.2.pdf, 2. Navin Haffty Amendment 1 plus BO.pdf, 3. Navin Haffty Agmt plus BO.pdf, 4. Navin Haffty & Assoc. Spend Sheet.pdf, 5. Completed Board Order

| Date | Ver. | Action By | Action | Result |
|------|------|-----------|--------|--------|
|------|------|-----------|--------|--------|

Approve and authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment No. 2 to the Agreement (A-12461) with Navin, Haffty & Associates, LLC for Information Technology Project Management Consulting Services at NMC to extend the term an additional five months for a revised Agreement term of July 1, 2013 through December 31, 2014 at no additional cost.

### **RECOMMENDATION:**

It is recommended the Board of Supervisors approve and authorize the Deputy Purchasing Agent for Natividad Medical Center (NMC) to execute Amendment No. 2 to the Agreement (A-12461) with Navin, Haffty & Associates, LLC for Information Technology Project Management Consulting Services at NMC to extend the term an additional five months for a revised Agreement term of July 1, 2013 through December 31, 2014 at no additional cost.

### **SUMMARY/DISCUSSION:**

For the last several years NMC has purchased, and continues to purchase, necessary modules of MediTech in order to systematically build a fully operational Electronic Health Record (EHR). Modules of MediTech, in turn, meet the ongoing mandated Medicaid and Medicare Meaningful Use Requirements via the Health Information Technology for Economic and Clinical Health (HITECH) Act legislated by the federal government.

MediTech Physician Documentation (PDoc) is an essential part to meeting the requirements of Meaningful Use and the mandated HITECH Act for an EHR. For NMC to meet Meaningful Use Stage 2, PDoc must be in place and fully functional by October 1, 2014. PDoc is an application of NMC's Meditech software modules, Physician Care Manager II (PCMII) 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 exam, relevant results and then their assessment and plans including problem lists. The plan is then executed via Computerized Physician Order Entry (CPOE) as previously referenced in earlier board reports.

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

Navin, Haffty & Associates has been and shall continue to provide clinical, technical, and training expertise as part of a team of consultants and NMC staff implementing PDoc and Dragon. This will be done in close coordination with a team from Nuance/Dragon. We will first build software templates and optimize relevant Meditech modules followed by implementation in the Emergency Department and then the full hospital.

The project began on September 1, 2013 and the estimated completion date is on or before December 31, 2014. Although this timeline was included in the revised scope of services attached to Amendment No. 1 which was approved by the Board of Supervisors on September 24, 2013, Amendment No. 1 itself only requested a term through July 31, 2014. This Amendment No. 2 will ensure that the Agreement term is stated correctly and is consistent with the timelines and deliverables set forth within the current scope of work.

NMC is additionally evaluating and developing a revised scope of services with Navin, Haffty & Associates to cover the ongoing support and optimization of PDOC and Dragon to follow implementation. NMC will be bringing a third amendment to the Board of Supervisors for review and approval in the near future.

#### **OTHER AGENCY INVOLVEMENT:**

County Counsel has reviewed and approved this Amendment No. 2 as to legal form and risk provisions. The Auditor-Controller has reviewed and approved this Amendment No. 2 as to fiscal provisions. This Amendment No. 2 has also been reviewed and approved by Natividad Medical Center's Finance Committee on August 28, 2014 and by its Board of Trustees on September 12, 2014.

#### **FINANCING:**

There are no costs associated with the term extension.

Prepared by: Jim Fenstermaker, Senior IT Strategist, 783-2559

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

Attachments: Amendment No. 1, Original Agreement, Spend Sheet

Attachments on file with the Clerk to the Board's Office

**AMENDMENT NO. 2  
TO AGREEMENT FOR SERVICES  
BETWEEN NAVIN, HAFFTY & ASSOCIATES, LLC AND  
NATIVIDAD MEDICAL CENTER  
FOR  
INFORMATION TECHNOLOGY PROJECT MANAGEMENT CONSULTING SERVICES**

This Amendment No. 2 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 scope of services had a fifteen month term and a total Agreement amount 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 wish to amend the Agreement to extend the term for an additional 5 months at no additional cost increase.

**AGREEMENT**

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

1. Contractor shall continue to provide NMC with the same scope of services as stated in and attached to the original Agreement and as amended per Amendment No. 1.
2. Section 3., "TERM OF AGREEMENT" shall be amended to the following; *"The term of this Agreement is from May 1, 2013 to December 31, 2014 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."*
3. Except as provided herein, all remaining terms, conditions and provisions of the Agreement and Amendment No. 1 are unchanged and unaffected by this Amendment No. 2 and shall continue in full force and effect as set forth in the Agreement.
4. A copy of this Amendment No. 2 and all previous amendments shall be attached to the original Agreement.
5. The effective date of this Amendment No. 2 is retroactive to August 1, 2014.

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  
NMC Deputy Purchasing Agent  
KELLY O'KEEFE, MD, PhD, FCAP, INT. CEO  
Date: 10/2/14

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

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

APPROVED AS TO LEGAL PROVISIONS

By: C. B.  
Deputy County Counsel

Date: Aug 21, 2014

APPROVED AS TO FISCAL PROVISIONS

By: [Signature]  
Deputy Auditor Controller

Date: 8-21-14

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: August 20, 2014

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

DAVID RIZK, EXECUTIVE VICE PRESIDENT  
Name and Title

Date: 8-20-14

**\*\*\*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).