

Natividad MEDICAL CENTER
COUNTY OF MONTEREY AGREEMENT FOR SERVICES
(MORE THAN \$100,000)

This Agreement for Services (hereinafter "Agreement") is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter, "the County"), on behalf of Natividad Medical Center ("NMC"), a general acute care teaching hospital wholly owned and operated by the County, and Medamerica Consulting Services, LLC (hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1. **GENERAL DESCRIPTION OF SERVICES TO BE PROVIDED.** NMC hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in Exhibit A in conformity with the terms of the Agreement. The services are generally described as follows: Consulting for strategic Emergency Department planning.
2. **PAYMENTS BY NMC.** NMC shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A, subject to the limitations set forth in this Agreement. The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$160,000.
3. **TERM OF AGREEMENT.**
 - 3.1. The term of this Agreement is from November 1, 2018 through October 31, 2019 unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and NMC and with NMC signing last and CONTRACTOR may not commence work before NMC signs this Agreement.
 - 3.2. NMC reserves the right to cancel this Agreement, or an extension of this Agreement, without cause, with a thirty (30) day written notice. Either party may terminate this Agreement, or with cause immediately, provided that such party has provided written notice of any breach to the other party and the breaching party has not cured the breach within thirty (30) calendar days after the giving of such notice to the satisfaction of the non-breaching party. *myl*
4. **ADDITIONAL PROVISIONS/EXHIBITS.** The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A: Scope of Services/Payment Provisions
5. **PERFORMANCE STANDARDS.**
 - 5.1. CONTRACTOR warrants that CONTRACTOR and Contractor's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required

under this Agreement and are not employees of NMC, or immediate family of an employee of NMC.

- 5.2. CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.3. CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use NMC premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.


6. PAYMENT CONDITIONS.

- 6.1. Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provide in this paragraph. NMC does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.2. Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety (90) days prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County (NMC) and the CONTRACTOR.
- 6.3. CONTRACTOR shall receive reimbursement for travel expenses as set forth in this Agreement, and only in accordance with any applicable County policies.
- 6.4. Invoice amounts shall be billed directly to the ordering department.
- 6.5. CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. NMC shall certify the invoice, either in the requested amount or in such other amount as NMC approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

7. TERMINATION.

- 7.1. During the term of this Agreement, NMC may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.
- 7.2. NMC may cancel and terminate this Agreement for good cause effective immediately upon ~~written notice to Contractor~~ in accordance with Section 3.2. "Good cause" includes the material




failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If NMC terminates this Agreement for good cause, NMC may be relieved of the payment of any consideration to Contractor, except for payments due for any portion of the Services already performed in at the time and in the manner provided under this Agreement, and NMC may proceed with the work in any manner, which NMC deems proper. ~~The cost to NMC shall be deducted from any sum due the CONTRACTOR under this Agreement.~~ 

7.3 NMC's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for NMC's purchase of the indicated quantity of services, then NMC may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8. INDEMNIFICATION.

8.1 CONTRACTOR shall indemnify, defend, and hold harmless the County of Monterey (hereinafter "County"), its officers, agents and employees from any and all claims, liability and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

8.2 COUNTY agrees to defend, indemnify, and hold harmless Contractor, to the extent permitted by applicable law, from and against any and all claims and losses whatsoever accruing or resulting to any person, firm or corporation for damages, injury or death arising out of or connected with any negligent act or omission or willful misconduct of COUNTY or any of its agents or employees. 


9. INSURANCE.

9.1 Evidence of Coverage:

Prior to commencement of this Agreement, the CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the CONTRACTOR upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to NMC's Contracts/Purchasing Department, unless otherwise directed. The CONTRACTOR shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and NMC has


approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

- 9.2 Qualifying Insurers: All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by NMC's Contracts/Purchasing Director. 

- 9.3 Insurance Coverage Requirements: Without limiting Contractor's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

- ☐ Exemption/Modification (Justification attached; subject to approval).

Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence. 

- ☐ Exemption/Modification (Justification attached; subject to approval).

Workers' Compensation Insurance, If CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

- ☐ Exemption/Modification (Justification attached; subject to approval).

Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

- ☐ Exemption/Modification (Justification attached; subject to approval).

- 9.4 Other Requirements:

All insurance required by this Agreement shall be with a company acceptable to NMC and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that NMC shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insured with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional insureds with respect to liability arising out of the Contractor's work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the Contractor's insurance. The required endorsement from for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement from for Automobile Additional Insured Endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by NMC, CONTRACTOR shall file certificates of insurance with NMC's Contracts/Purchasing Department, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five (5) ~~calendar~~ business days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, ~~without demand upon request~~ by NMC, annual certificates to NMC's Contracts/Purchasing Department. If the certificate is not received by the expiration date, NMC shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles NMC, at its sole discretion, to terminate the Agreement immediately.

10. RECORDS AND CONFIDENTIALITY.

- 10.1 Confidentiality. CONTRACTOR and its officers, employees, agents and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records

or other confidential information received from NMC or prepared in connection with the performance of this Agreement, unless NMC specifically permits CONTRACTOR to disclose such records or information. NMC shall not disclose any confidential records or other confidential information received from CONTRACTOR or prepared in connection with the performance of this Agreement, unless CONTRACTOR specifically permits NMC to disclose such records or information. ~~CONTRACTOR~~ Each receiving party shall promptly transmit to ~~NMC~~ the disclosing party any and all requests for disclosure of any such ~~disclosing party's~~ confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out Contractor's obligations under this Agreement.

- 10.2 NMC Records. When this Agreement expires or terminates, CONTRACTOR shall return to NMC any NMC records which CONTRACTOR used or received from NMC to perform services under this Agreement.
- 10.3 Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.4 Access to and Audit of Records. NMC shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of NMC or as part of any audit of NMC, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 10.5 Royalties and Inventions Proprietary Rights.

10.5.1 The parties agree that the works, reports and other data, including without limitation, written, printed, graphic, video and audio materials created for and provided to COUNTY as part of the Services under this Agreement (collectively "Deliverables") may contain Confidential Information, platforms, websites, practices, protocols, templates, reports, trade secrets, technical and industry know-how and other materials belonging to CONTRACTOR that are protected by worldwide common law and statutory intellectual property rights (collectively the "CONTRACTOR Materials"). COUNTY acknowledges and agrees that all Deliverables, including the CONTRACTOR Materials, are and will remain the sole property of CONTRACTOR.

10.5.2 CONTRACTOR hereby grants to COUNTY a non-exclusive, non-transferrable, non-sublicensable, perpetual (unless this Agreement is terminated by CONTRACTOR for breach) right to use the Deliverables, including the CONTRACTOR Materials, solely for its own business and operational purposes.

10.5.3 Except as set forth above, nothing in this section is intended to give CONTRACTOR any proprietary rights to COUNTY's confidential information or any other materials owned or licensed by COUNTY and provided by COUNTY to CONTRACTOR to support CONTRACTOR's creation of the Deliverables.

10.5.4 Furthermore, nothing herein shall preclude or limit CONTRACTOR from providing consulting or other services of any kind to any person or entity as CONTRACTOR in its sole discretion may deem appropriate; or developing for itself, or for others, materials that may be competitive with those produced as a result of the Services provided hereunder, irrespective of their similarity to any Deliverables provided to COUNTY.

~~NMC shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize other to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of NMC.~~

11. **NON-DISCRIMINATION.** During the performance of this Agreement, Contractor, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in Contractor's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, full comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.
12. **COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANT.** If this Agreement has been or will be funded with monies received by NMC pursuant to a contract with the state or federal government in which NMC is the grantee, CONTRACTOR will comply with all the provisions of said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, NMC will deliver a copy of said contract to Contractor, at no cost to Contractor.
13. **INDEPENDENT CONTRACTOR.** In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent CONTRACTOR and not as an employee of NMC. No offer or obligation of permanent employment with NMC or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from NMC any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of Contractor's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold NMC and the County of Monterey harmless from any and all liability, which NMC may incur because of Contractor's failure to pay such taxes.

14. **NOTICES.** Notices required under this Agreement shall be delivered personally or by first-class, postage per-paid mail to NMC and Contractor's contract administrators at the addresses listed below

NATIVIDAD MEDICAL CENTER:

Natividad Medical Center
Attn: Contracts Division
Natividad Medical Center
1441 Constitution Blvd
Salinas, CA. 93906
FAX: 831-757-2592

CONTRACTOR:

Name: Medamerica Consulting Services, LLC

Attn: Legal Department

Address: 2100 Powell Street, #900


City, State, Zip: Emeryville, CA 94608

FAX: _____

Email: _____

15. MISCELLANEOUS PROVISIONS.

- 15.1 Conflict of Interest: CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.
- 15.2 Amendment: This Agreement may be amended or modified only by an instrument in writing signed by NMC and the Contractor.
- 15.3 Waiver: Any waiver of any terms and conditions of this Agreement must be in writing and signed by NMC and the Contractor. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 15.4 Contractor: The term "Contractor" as used in this Agreement includes Contractor's officers, agents, and employees acting on Contractor's behalf in the performance of this Agreement.
- 15.5 Disputes: CONTRACTOR shall continue to perform under this Agreement during any dispute.

- 15.6 Assignment and Subcontracting: The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of NMC. The COUNTY acknowledges and agrees that CONTRACTOR may subcontract with Huddy HealthCare Solutions, LLC to perform the services under this Agreement. Except as set forth herein, nNone of the services covered by this Agreement shall be subcontracted without the prior written approval of NMC. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement. _____ 
- 15.7 Successors and Assigns: This Agreement and the rights, privileges, duties, and obligations of NMC and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 15.8 Compliance with Applicable Law: The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.9 Headings: The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 Time is of the Essence: Time is of the essence in each and all of the provisions of this Agreement
- 15.11 Governing Law: This Agreement shall be governed by and interpreted under the laws of the State of California.
- 15.12 Non-exclusive Agreement: This Agreement is non-exclusive and each of NMC and CONTRACTOR expressly reserves the right to contract with other entities for the same or similar services.
- 15.13 Construction of Agreement: NMC and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 15.14 Counterparts: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 15.15 Integration: This Agreement, including the exhibits, represents the entire Agreement between NMC and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations representations, or agreements, either written or oral, between NMC and CONTRACTOR as of the effective date of this Agreement, which is the date that NMC signs the Agreement.
- 15.16 Interpretation of Conflicting Provisions: In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

NATIVIDAD MEDICAL CENTER

By: _____
Gary R. Gray, DO, CEO

Date: _____

APPROVED AS TO LEGAL PROVISIONS

By: _____
Monterey County Deputy County Counsel

Date: _____
8/14/18

APPROVED AS TO FISCAL PROVISIONS

By: _____
Monterey County Deputy Auditor/Controller

Date: _____
8/27/18

CONTRACTOR

Medamerica Consulting Services LLC
Contractor's Business Name*** (see instructions)

Signature of Chief Executive Officer

Michael Harrington, CEO
Name and Title

Date: _____
6/26/18

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

Jeffrey Baldwin, CFO
Name and Title

Date: _____
6/28/2018

*****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).

EXHIBIT A- Statement of Work/Payment

Provisions

Scope Definition

This study will determine a long-range plan for the emergency department (ED) on the Natividad Medical Center (NMC) campus. To accomplish this, multiple alternative scenarios will be developed and analyzed including renovations, expansion and potential relocations (if applicable) of the ED. This is a strategy and operations-driven Study that shall focus on streamlining the delivery of patient care and positioning the facilities to support an efficient, safe and effective ED environment. The Contractor Team shall use its predictive modeling simulation program to quantify the intended results for each applicable operational and planning solution, including impacts of the various renovation implementation phases, if applicable.

Summary of ED Scope Definition Components

The ED planning study shall position the organization's leaders and participants to:

- Reach consensus on the long range strategic vision for emergency services
- Quantify the future ED volume projections and associated patient types to be accommodated in the future ED
- Define recommendations for future operations to streamline patient flow

Benchmark the current ED and define future space needs based on future streamlined operations and future patient volumes/acuties

- Define facility planning options for potential in-place renovations, expansion scenarios and/or department relocation
- Reach consensus on a preferred planning option and scope/cost
- Define a recommended implementation schedule
- Position NMC for long-term success with a high-performance emergency department

Contractor Obligations

ED Scope Definition Process

CONTRACTOR's emergency department planning engagement shall follow a proven four-stage process as follows:

Stage 1: Existing ED Conditions and Benchmarking Analysis

The first stage includes documenting the existing operational and physical conditions of the current ED. Components include an analysis of current utilization and patient care data; onsite observation and documentation of existing options; benchmarking the current operational metrics and facility conditions; and defining and quantifying goals and objectives. A baseline simulation model is developed that mirrors the existing flow and data variables in NMC's current ED and establishes a baseline for a future predictive model to be developed in the next stage.

Deliverable: Stage 1 Report – ED Goal Setting and Benchmarking Analysis

A summary report shall be completed that defines the analytics and benchmarking completed during Stage 1. This report documents the current data, strategic, operational and facility conditions that led to the establishment of quantifiable ED project goals. This report includes:

- Data analytics summary (patient origin, patient arrival patterns, LOS by disposition and acuties, etc.) and comparative benchmarks to "like" facilities

- Operational analytics through computer simulation and benchmarking for “like” facilities
- Population and demographic data summary based on identification of ED Service Area and appropriate zip codes
- Facility assessment summary including grading and benchmarking on over 200 items
- Establishment of quantifiable project goals

Stage 2: ED Visioning

Stage 2 is focused on reaching consensus on a strategic vision for the future of emergency services on NMC’s campus. This stage includes HuddyHealthCare’s *ED Vision 2030™* workshop that pushes the participants to consider innovative operational, technological, staffing and physician design ideas. Other components in Stage 2 includes developing capacity forecasting models to assist the participants in reaching consensus on future patient volumes and acuity types; defining future, streamlined patient flow; developing a predictive model where new operational flow, staffing models and concepts designs can be tested and outcomes quantified; and defining the expectations for future patient, family and staff experience in the future ED.

Deliverable: Stage 2 Report - Visioning

The Stage 2 Visioning Report shall summarize the volumes, acuities, operational processes and targeted architectural design concepts (from *ED Vision 2030™*) that will shape the future emergency department. This report shall include:

- Market analysis and future utilization/volume projections
- Future acuity distribution
- Initial ED capacity forecasting models
- Narrative of applicable concepts for updated workflow, sufficient staffing and flexible/safe facilities
- Targets for key operational metrics and measurements
- Recommendations for immediate, interim workflow changes in existing environment
-

Stage 3: Predictive Modeling and Scope Alternatives

Using Contractor’s predictive models, Stage 3 shall create and test alternatives for renovations, expansions and relocation scenarios (if applicable) to accommodate the future workflow and predicted patient volumes. Simulation testing will assist us in defining future space needs and quantity of patient care spaces that will inform the project planning. Based on this modeling, applicable future patient volume targets and future operational processes, Contractor will develop a Functional Space Program that quantifies rooms, spaces and areas to support future operational workflow.

The Space Program will quantify future requirements for public areas, access/triage, clinical/treatment spaces, clinical support space, staff support space, administrative support space and ancillary department support areas within the future ED. Conceptual planning diagrams for various options are developed that start to define the potential location and configuration of the future ED. Applicable concepts in phasing and project budgets are developed for review and editing.

Deliverable: Stage 3 Report - Predictive Modeling and Scope Alternatives

A summary report shall be delivered to NMC that defines and compares each option developed. This report shall include at a minimum:

- Future functional space program
- Alternative planning scenarios for renovations, expansion and/or relocation
- Computer simulation testing results that quantifies future results for various options and measured against key operational metrics and goals
- Comparative budgets for planning alternatives
- Comparative implementation schedules
- Ranking of options based on NMC’s input and direction
- Other relevant factors, data and recommendations if requested by NMC

Stage 4: Emergency Department Scope Definition Recommendations

The final stage includes interactive work sessions to reach consensus on the preferred option and development of a Recommendations Report that summarizes all work to date and final planning recommendations. The components developed

will bereadyfor inclusion in any futureRequest for Proposal that willallow architects and engineers to submit targeted proposals for future design and implementation. The final Stage 4 deliverable will be the Scope Definition Recommendations Report.

Deliverable: Scope Definition Recommendations Report shall include at a minimum:

- A narrative defining the original goals and objectives for the ED project
- A narrative defining the market analysis and future ED volume target
- A narrative defining the future operational and staffing parameters to maximize efficiencies and reduce length of stay times in the future ED
- Recommended planning diagrams including implementation phasing
- Simulation results for the preferred planning option including projected length of stay times
- Final quantified project budget for “construction” and “soft” costs including Capital Outlays schedule over length of implementation
- Other relevant factors, data and recommendations if requested by NMC
-

Study Schedule

The Emergency Department Scope Definition Process is delivered in five onsite visits over 12-14 weeks. See below for a sample schedule focused on the ED Scope Definition Study.

Stages and Meeting Schedules	Month 1	Month 2	Month 3	Month 4
ED Scope Definition				
Stage 1 Existing Conditions	ED			
Stage 2 Visioning		ED		
Stage 3 Predictive Modeling			ED	
Stage 4 Recommendations			ED	ED
Onsite Meetings ED	ED	ED	ED	ED

Complete Costs-*Emergency Department Scope Definition Study*

Total Professional Fee: \$160,000.00

Contractor’s fixed professional fee is One-Hundred-Sixty-Thousand- -Dollars (\$160,000.00) for the Study project, including related expenses. Payment will be made in four equal amounts upon satisfactory completion of each project deliverable as detailed in Exhibit A-Statement of Work and defined as Deliverable 1, 2, 3 and 4. Payments will be made to Medamerica invoices only. Monterey County, Natividad Medical Center is not responsible for charges and subsequent invoices incurred by Medamerica subcontracting agreements. Travel related expenses are not reimbursable under this agreement.

NMC Obligations

Prior to the commencement of on-site workshops, NMC will provide AutoCAD floor plans and submit a data request for the unique operational and patient data/information for the previous year. No patient identifiers will be requested and all information will be considered anonymous. Information request will include patient arrival times (hourly, daily and monthly) and methods (walk-in vs. EMS), Length of Stay (LOS) times, acuity distributions, staffing/provider coverage and ancillary studies by patient type; etc.

Interactive Process- the Contractor's process is highly interactive and immerses the leaders and ED providers and staff into the planning process. NMC shall define the following groups for participation in this study:

Steering Committee with senior organizational leaders that will guide the vision for the ED and define the key strategic design drivers throughout this engagement. This group will oversee the analysis and planning for the Emergency Department. In the interests of achieving successful completion of the Services, Contractor recommends that leadership from NMC Facilities/Planning department be a part of the Steering Committee. The Steering Committee is usually 5-8 people.

ED Clinical User Group with emergency department providers, nurses, techs and staff that understand the daily operations within the Emergency Department. It is recommended that participants include members of both day and night shifts to get a comprehensive view of ED operations. Contractor recommends that leadership from NMC Facilities/Planning department be a part of the User Group. The ED User Group is usually 8-15 people.

Ancillary/Partner-Department Resource Group comprised of ancillary department representatives to deliver insights on the interaction between their specific service/department and the ED. This group may consist of representatives from Information Systems, Diagnostic Imaging, Laboratory, EKG/Cardiology, Respiratory Therapy, Security, Pharmacy, Surgery, Inpatient Nursing, Registration, Admitting, EMS, Materials Management, Medical Records, Environmental Services, Hospital Medical Staff, Risk Management, Clergy and any other key department that interacts with the ED, as determined by NMC.