



Monterey County Board of Supervisors

168 W. Alisal Street, 1st Floor
Salinas, CA 93901
831.755.5066

Board Order

Agreement No. A-12637, Amendment No. 4

A motion was made by Supervisor Jane Parker, seconded by Supervisor Luis A. Alejo to:

Authorize the Deputy Purchasing Agent for Natividad Medical Center (NMC) or his designee to execute amendment no. 4 to the agreement (A-12637) with Intelligent Medical Objects, Inc. for software license and software support and maintenance services, extending the agreement an additional three (3) year period (May 1, 2019 through April 30, 2022) for a revised full agreement term of January 28, 2014 through April 30, 2022, and adding \$168,900 for a revised total agreement amount not to exceed \$388,860.

PASSED AND ADOPTED on this 23rd day of April 2019, by the following vote, to wit:

AYES: Supervisors Alejo, Lopez, Phillips, Parker and Adams
NOES: None
ABSENT: None

I, Valerie Ralph, 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 82 for the meeting April 23, 2019.

Dated: April 24, 2019
Legistar File ID: A 19-075
Agenda Item No. 22

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

Valerie Ralph, Clerk of the Board

AMENDMENT 4
TO THE LICENSE AGREEMENT BY AND BETWEEN
NATIVIDAD MEDICAL CENTER AND INTELLIGENT MEDICAL OBJECTS, INC.

Client Legal Name (the same name used for the Agreement):	<u>County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center</u>
Agreement Effective Date:	<u>1/28/2014</u>
Associated Electronic Medical Record (“EMR”) Vendor (“Vendor”):	<u>Medical Information Technology, Inc.</u>
Current Term expires on:	<u>4/30/2019</u>

WHEREAS, County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center (“Client”), and Intelligent Medical Objects, Inc. (“IMO”) (collectively the “Parties” or individually “Party”) entered into a License Agreement dated January 28, 2014 (“**Agreement**”) with a term January 28, 2014 through January 27, 2017 and a total Agreement amount not to exceed \$109,800; and

WHEREAS, the Agreement provided the option to renew the Agreement upon mutual consent of the parties; and Client and IMO exercised the renewal option and extended the Agreement for an additional twelve month period for a revised term of January 28, 2014 through January 27, 2018 and added \$31,600 for a revised total Agreement amount not to exceed \$141,400; and

WHEREAS, Client and IMO agreed to exercise the renewal option and extended the Agreement for an additional fifteen month period for a revised term of January 28, 2014 through April 30, 2019 with an increase of \$72,060 for a revised total Agreement amount not to exceed \$213,460; and

WHEREAS, the Agreement provides for price changes based on the Net Patient Revenue (NPR), Client and IMO agreed to increase annual fees and added \$6,500 with no change to the term or scope of services for a revised total Agreement amount not to exceed \$219,960; and

WHEREAS, Client and IMO agree to exercise the renewal option to extend the Agreement for an additional three year period for a revised term of January 28, 2014 through April 30, 2022 at an additional cost of \$168,900 for a revised total Agreement amount not to exceed \$388,860.

NOW THEREFORE, in consideration of the foregoing recitals, it is hereby agreed by and between the parties as follows:

1. The Agreement is hereby renewed for a three (3) year period commencing on May 1, 2019 and terminating on April 30, 2022 (“Renewal Term”).

2. IMO subscription fees totaling \$165,900, plus the annual fee for support and maintenance which will remain \$1,000 per year for three (3) years, for a total cost of \$168,900 to extend the Agreement and a revised total Agreement amount not to exceed \$388,860. The IMO subscription and associated fees are identified in the attached Exhibit A. A summary of the IMO subscription fees are as follows:


May 1, 2019 – April 30, 2020:	\$53,400
May 1, 2020 – April 30, 2021:	\$54,900
May 1, 2021 – April 30, 2022:	\$57,600

3. All terms used in this Amendment that are not otherwise defined shall have the respective meanings ascribed to such terms in the Agreement. All other terms and conditions of the Agreement that are not hereby amended are to remain in full force and effect.

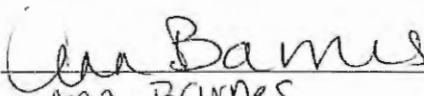
4. This Amendment shall be effective when signed by both parties.

IN WITNESS WHEREOF, Client and IMO have executed this Amendment 4.

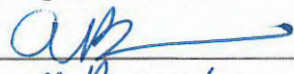
Executed on behalf of
County of Monterey, ~~Natividad~~ Medical Center

By: 
Name: Gary R. Gray
Title: Chief Executive Officer
Date: 4/25/19

Executed on behalf of
Intelligent Medical Objects, Inc.

By: 
Name: Ann Barnes
Title: CEO
Date: 3-20-19

Approved as to Legal Provisions

By: 
Name: CL Brecken
Title: Monterey County Deputy County Counsel
Date: 3-26-19

Approved as to Fiscal Provisions

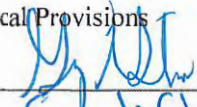
By: 
Name: Gary H. Gibbard
Title: Monterey County Deputy Auditor-Controller
Date: 3-22-19

EXHIBIT A attached to Amendment No. 4

The software products stated herein constitute the full cost going forward effective as of May 1, 2019:

Item Number	Description	QTY	Unit Price	Extended Price
	Annual IMO 2.0 ETP (Enhanced Terminology Platform), 2.0 Virtual Appliance, LTTM, MapIT, CQM Dashboard, IMO Anywhere	Year 1	\$53,400.00	\$53,400.00
	Assuming 5% increase in net-patient revenue (NPR)	Year 2	\$54,900.00	\$54,900.00
		Year 3	\$57,600.00	\$57,600.00
	Annual Support	3 years	\$1,000.00	\$3,000.00

(Self-Reported NPR of \$153,954,277.79 2017)

Subtotal \$168,900.00

freight \$0.00
Total \$168,900.00

IMO Client Representative: **Client Executive** Erin Hurkes
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fax: 847-272-7968
email: ehurkes@imo-online.com