

MONTEREY COUNTY BOARD OF SUPERVISORS

MEETING:	December 1, 2009	AGENDA NO.:
SUBJECT:	Authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment #2 to the Agreement with Picis for software license and maintenance fees and professional services at NMC in an amount not to exceed \$422,958 (an increase of \$8,000) for the period November 1, 2009 to December 31, 2010.	
DEPARTMENT:	Natividad Medical Center	

RECOMMENDATION:

Authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment #2 to the Agreement with Picis for software license and maintenance fees and professional services at NMC in an amount not to exceed \$422,958 (an increase of \$8,000) for the period November 1, 2009 to December 31, 2010.

SUMMARY/DISCUSSION:

Picis delivers proven solutions for high acuity care, including the operating room. Picis software targets the core business areas of a hospital where costs and revenues are greatest. In these areas, Picis provides advanced, business-transforming functionality that fills a critical need unmet by today's healthcare IT vendors. NMC is currently installing Picis' Operating Room Manager (ORM) application.

To ensure a successful implementation, extensive testing is required. To complete all necessary testing, a third server is needed to test the Meditech (NMC's healthcare informatics vendor) and ORM interfaces.


OTHER AGENCY INVOLVEMENT:

The Amendment has been reviewed and approved by County Counsel, the Auditor/Controller's office, and the Natividad Medical Center Board of Trustees' Finance Committee.

FINANCING:

The cost for this Amendment is \$8,000 and is included in the Fiscal Year 2009/2010 Approved Capital Budget. This action will not require any additional General Fund subsidy.

Prepared by:
Kirk Larson
Chief Information Officer
September 30, 2009



Harry Weis
Chief Executive Officer

Attachments: Agreement, Amendment #2, Board Order

**Before the Board of Supervisors in and for the
County of Monterey, State of California**

Agreement No: A - 11582

Authorize the Purchasing Manager for Natividad Medical Center (NMC) to)
execute Amendment No. 2 to the Agreement with Picis for software license)
and maintenance fees and professional services at NMC in an amount not to)
exceed \$422,958 (an increase of \$8,000) for the period November 1, 2009)
to December 31, 2010.)

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

Authorized the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment No. 2 to the Agreement with Picis for software license and maintenance fees and professional services at NMC in an amount not to exceed \$422,958 (an increase of \$8,000) for the period November 1, 2009 to December 31, 2010.

PASSED AND ADOPTED this 8th day of December, 2009, by the following vote, to wit:

AYES: Supervisors Armenta, Salinas, Calcagno, Parker, Potter

NOES: None

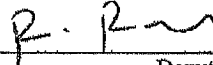
ABSENT: None

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 75 for the meeting on December 8, 2009.

Dated: December 11, 2009

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

By



Deputy

**RENEWAL AMENDMENT NO. 2
FOR PROFESSIONAL SERVICE AGREEMENT
BETWEEN Picis Inc. AND
THE NATIVIDAD MEDICAL CENTER
FOR
Software, Maintenance and Professional SERVICES**

The parties to Professional Service Agreement, dated December 15, 2008 between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Picis Inc. (Contractor), hereby agree to renew their Agreement No. (A-11330) on the following amended terms and conditions:

1. Contractor will continue to provide NMC with the same scope of service as stated in the original Agreement No. (A-11330). In addition, the scope of service will be modified to include the services described on Attachment A, Supplemental Software and Service Agreement attached to this Amendment #2.
2. This Renewal Amendment shall become effective on November 1, 2009 and shall continue in full force and extending the term date until December 14, 2010.
3. The total amount payable by County to Contractor under Agreement No. (A-11330) shall not exceed the total sum of \$422,958 for the full term of the Agreement and \$165,530 for fiscal year 2009-2010.
4. All other terms and conditions of the Agreement shall continue in full force and effect.
5. A copy of this Amendment shall be attached to the original Agreement No. (A-11330).

IN WITNESS WHEREOF, the parties hereto are in agreement with this Amendment and Professional Service Agreement on the basis set forth in this document and have executed this amendment on the day and year set forth herein.

CONTRACTOR

Signature 

Dated 10/19/09

Printed Name MELISSA CRUZ

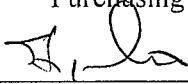
Title CFO

NATIVIDAD MEDICAL CENTER

Signature _____

Dated _____

Purchasing Manager

Signature 

Dated 10/28/09

NMC - CEO

Approved as to Legal Form:

Charles J. McKee, County Counsel

By _____

William Litt, Deputy
Attorneys for County and NMC

Dated: _____, 2009

ATTACHMENT A

SUPPLEMENTAL SOFTWARE AND SERVICES AGREEMENT

This Supplemental Software and Services Agreement (hereinafter referred to as the "Supplement") is entered into as of the 1st day of November 2009 (hereinafter referred to as the "Supplemental Software and Services Agreement Date") by and between Picis, Inc. ("Licensor") and Natividad Medical Center, wholly owned and operated by the County of Monterey, California, located in Salinas, CA ("Licensee"), and is a supplement to the License and Services Agreement by and between Licensor and Licensee dated as of the 15th day of December, 2008 (hereinafter referred to as the "Agreement").

WHEREAS, Licensor is the manufacturer of certain Software Programs listed on Schedule A hereto and Licensee desires to license such Software Programs from Licensor;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee agree as follows:

1. The license and use of the Software Programs indicated on Schedule A as being purchased hereunder shall be governed by and subject to the terms and conditions of the Agreement. This Supplement is hereby made part of and incorporated into the Agreement by this reference. Capitalized terms used herein without definition shall have the meanings ascribed to them in the Agreement.
2. **Fees.** The Fees associated with Licensee's license of the Software Programs shall be as follows and paid to Licensor by Licensee in accordance with the payment terms herein:

License Fee	\$1,000
Professional Services Fee	\$2,000
Total License and Professional Services Fee	\$3,000
Travel and Expense Estimate:	\$0
Annual Maintenance Fee	\$5,000

3. **Payment Terms.** Licensee agrees to pay Licensor the License Fee and Implementation Services Fee listed above as follows: fifty (50%) percent on signing of this Supplemental Software and Services Agreement, and fifty (50%) percent on Go-Live of each Software Program. The annual Maintenance Fee shall be due on Go-Live of each Software Program paid in two bi-annual payments of \$2,500 invoiced every six (6) months. Payment of the invoices shall be consistent with the terms of the Agreement.
4. **Travel Expenses.** Travel expenses will be paid in accordance with the Monterey County Travel Policy as set forth in the Agreement.
5. **Designated Facility/Facilities.** The Designated Facility/Facilities shall be the Natividad Medical Center located at 1441 Constitution Boulevard, Salinas, CA.
6. **Licensee Billing Address.**

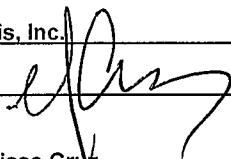
Accounts Payable
Natividad Medical Center
1441 Constitution Boulevard
Salinas, CA 93906
7. In the event of any discrepancy between the terms of this Supplemental Software and Services Agreement and the terms of the Agreement, the terms of this Supplemental Software and Services Agreement shall apply.

This Supplement may be signed in two (2) or more counterparts, each of which shall be deemed an original and which shall together constitute one binding agreement.

IN WITNESS WHEREOF, the terms and conditions of this Supplemental Software and Services Agreement are accepted and agreed to by Licensor and Licensee and the parties have caused this Supplemental Software and Services Agreement to be

executed and each individual whose signature appears below hereby warrants that they are duly authorized to execute this Supplemental Software and Services Agreement on the behalf of the party that they represent.

LICENSOR: Picis, Inc.

Signature 

Printed Name Melissa Cruz

Title CFO

Date 10/19/09

LICENSEE: Natividad Medical Center

Signature _____

Printed Name _____

Title _____

"Effective Date" _____

The following Schedules are made part of this Supplemental Software and Services Agreement and incorporated herein.
Schedule A – Pricing

SCHEDULE A - Pricing

Software Programs	Fees
Third Environment - Test (SKU # 4635_11)	\$1,000
Professional Services Fees Remote Services only.	<u>\$2,000</u>
Total:	<u>\$3,000</u>
Total Annual / Maintenance Fees:	\$5,000
