

MONTEREY COUNTY BOARD OF SUPERVISORS

MEETING:	July 7, 2009	AGENDA NO.:
SUBJECT:	Authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute Contract Amendments with multiple vendors for various services at Natividad Medical Center.	
DEPARTMENT:	Natividad Medical Center	

RECOMMENDATION:

It is recommended that the Board of Supervisors Authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute Contract Amendments with multiple vendors for various services at Natividad Medical Center.

SUMMARY/DISCUSSION:

At the end of each fiscal year Natividad Medical Center must renew expiring service contracts with various vendors in order to maintain a current purchase order. This ensures timely payment of invoices and avoids any disruption in services. Attachment A is a list of current vendor service contracts requiring renewal for Fiscal Year 2009-2010.

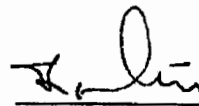
OTHER AGENCY INVOLVEMENT:

The Amendments have been reviewed and approved by County Counsel, The Auditor/Controllers office and the Natividad Medical Center Board of Trustees.

FINANCING:

The cost of the Contract Amendments is included in the FY 2009-2010 Approved Budget. This action will not require any additional General Fund subsidy.

Prepared by:
Sid Cato, Management Analyst
June 23, 2009
Attachments: Board Order, Attachment A



Harry Weis
Chief Executive Officer

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

Authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute)
Contract Amendments with multiple vendors for various services at Natividad Medical)
Center.....)

Upon motion of Supervisor _____, seconded by Supervisor
_____, and carried by those members present, effective July 7, 2009 the
Board hereby:

Authorizes the Purchasing Manager for Natividad Medical Center (NMC) to execute Contract
Amendments with multiple vendors for various services at Natividad Medical Center.

PASSED AND ADOPTED this 7th day of July 2009, by the following vote, to wit:

AYES:

NOES:

ABSENT:

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 ___ for the meeting on _____.

Dated:

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

By _____
Deputy

Vendor Name	Service	Current Contract Term Dates	# MOS.	Current Accumulative Contract Amt.	F/Y 09 AMOUNT	F/Y 10 AMOUNT	DOLLAR VARIANCE	% VARIANCE	COMMENTS
Mohammad Khan MD	Internal Medicine/Hospitalist Services	2-9-09 thru 6-30-10	17	\$165,800.00	\$80,000.00	\$85,800.00	\$5,800.00	7.25%	Added time to original Agreement
Monterey County Eye Associates	Ophthalmology & Call Services	5-1-06 thru 6-30-10	50	\$441,200.00	\$168,000.00	\$173,000.00	\$5,000.00	2.98%	
Morehead Associates Inc	Employee Survey Services	8-17-04 thru 6-30-10	35	\$127,000.00	\$60,000.00	\$30,000.00	-\$30,000.00	-30.00%	Reduced services
Mumtaz G Tabbaa MD	Gastroenterology Services	7-1-05 thru 6-30-10	60	\$750,000.00	\$150,000.00	\$150,000.00	\$0.00	0.00%	
Natividad Medical Foundation	Philanthropic Services	1-15-08 thru 12-31-09	24	\$1,245,000.00	\$655,000.00	\$835,000.00	\$200,000.00	30.53%	Increased Services
Neil Richman MD	Orthopedic Services	5-31-09 thru 5-31-10	12	NA	NA	\$120,000.00	\$0.00	0.00%	
NMC Auxiliary	Management Services	9-15-05 thru 6-30-10	58	\$388,375.00	\$80,675.00	\$80,675.00	\$0.00	0.00%	
Pharmedium Services LLC	Compounding Pharmaceutical Services	1-31-06 thru 6-30-10	42	\$240,000.00	\$60,000.00	\$60,000.00	\$0.00	0.00%	
Picis Inc	Software, Maintenance & Professional Services	12-15-08 thru 12-14-10	24	\$414,958.00	\$352,418.00	\$157,530.00	-\$194,888.00	-55.30%	Decrease scope of services
Professional Research Consultants	Survey Services	7-1-05 thru 6-30-10	60	\$199,937.50	\$26,000.00	\$27,500.00	\$1,500.00	5.77%	
Quest Diagnostics	Reference Lab Testing Services	6-27-04 thru 6-30-10	48	\$2,725,000.00	\$300,000.00	\$575,000.00	\$275,000.00	91.67%	Increased Services
R Brickley Sweet MD's	Urology Clinic & Call Services	3-1-05 thru 6-30-10	63	\$1,350,000.00	\$270,000.00	\$270,000.00	\$0.00	0.00%	
Roderick Pagsolingan DPM	Podiatric Clinic Services	12-1-05 thru 6-30-10	55	\$191,000.00	\$45,000.00	\$35,800.00	-\$9,200.00	-20.44%	
Ronald Garren MD	Professional Internal Medicine Services	1-1-09 thru 6-30-10	18	\$260,000.00	\$100,000.00	\$160,000.00	\$60,000.00	60.00%	Added time to original Agreement
Salinas Valley Plastic Surgery Assoc.	Plastic Surgery Services	1-1-2008 thru 6-30-10	30	\$195,200.00	\$100,000.00	\$95,200.00	-\$4,800.00	-4.80%	
Schipper Design LLC	Marketing & Graphic Design	11-1-08 thru 6-30-10	20	\$175,000.00	\$75,000.00	\$100,000.00	\$25,000.00	33.33%	Added time to original Agreement
Sonotemps Inc	Ancillary Registry Services	10-4-05 thru 6-30-10	57	\$112,500.00	\$24,000.00	\$30,000.00	\$6,000.00	25.00%	Expected increase in utilization
Spin Recruitment Advertising	Recruitment Services	10-1-06 thru 6-30-10	47	\$800,000.00	\$200,000.00	\$200,000.00	\$0.00	0.00%	
Supplemental Health Care Services (SCH)	Ancillary Registry Services	10-4-05 thru 6-30-10	57	\$382,400.00	\$60,000.00	\$125,000.00	\$65,000.00	108.33%	Expected increase in utilization
The Marblehead Group LLC	Consultative Services (Med Staff)	6-1-08 thru 9-30-09	16	\$559,000.00	\$340,000.00	\$119,000.00	-\$221,000.00	-65.00%	Decreased Services
Thyssenkrupp Elevator Corp	Repair and Maintenance Elevator Services	7-1-06 thru 6-30-10	48	\$182,000.00	\$47,000.00	\$47,000.00	\$0.00	0.00%	
Total Repair Express Inc	Endoscopes Repair & Maintenance	4-5-05 thru 6-30-10	63	\$680,000.00	\$150,000.00	\$150,000.00	\$0.00	0.00%	
Toyon Associates Inc	Medical Eligible Days Recovery	9-8-03 thru 6-30-10	72	\$345,000.00	\$90,000.00	\$90,000.00	\$0.00	0.00%	
Toyon Associates Inc	Medicare Appeal Services	9-9-03 thru 6-30-11	70	\$1,000,000.00	\$90,000.00	\$400,000.00	\$310,000.00	344.44%	Amt includes Contingency payments usually paid on a separate PO in previous years i.e. 08/09 payment of 426,000.00. The 2002 appeal will be resolved around 7/09 - worth \$1.2M and the 2003 appeal will be resolved in Dec 2009 - worth \$400K.
Wayne Shen MD	Neurology Services	3-1-04 thru 6-30-10	75	\$184,000.00	\$34,000.00	\$34,000.00	\$4,000.00	11.76%	


**RENEWAL AMENDMENT NO. 1
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:

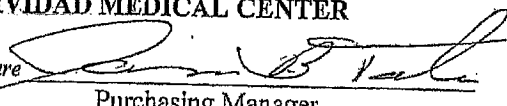
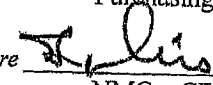
1. Contractor will continue to provide NMC with the same scope of service as stated in the original Agreement No. (A-11330). In addition, the scope of service will be modified to include the services described on Attachment A, Supplemental Software and Service Agreement attached to this Amendment #1.
2. This Renewal Amendment shall become effective on July 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 \$414,958 for the full term of the Agreement and \$157,530 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).

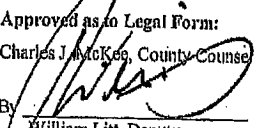
IN WITNESS WHEREOF, the parties hereto are in agreement with this Amendment and Professional Service Agreement on the basis set forth in this document and have executed this amendment on the day and year set forth herein.

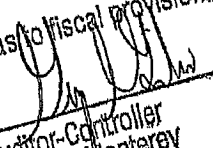
CONTRACTOR

Signature  Dated 6/2/09
 Printed Name Melissa Cawr Title CPD

NATIVIDAD MEDICAL CENTER

Signature  Dated 6/23/09
 Purchasing Manager
 Signature  Dated 6/5/09
 NMC - CEO

Approved as to Legal Form:
 Charles J. McKee, County Counsel
 By 
 William Litt, Deputy
 Attorneys for County and NMC

Reviewed as to fiscal provisions
 Dated: 6/18, 2009
 Auditor-Controller
 County of Monterey
 6-19-09

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 ___ day of _____, 20__ (hereinafter referred to as the "Supplemental Software and Services Agreement Date") by and between Pids, 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	\$36,700
Professional Services Fee	\$16,000
Total License and Professional Services Fee	\$51,700
Travel and Expense Estimate:	\$3,280
Annual Maintenance Fee	\$7,560

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. 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

Melissa Cruz

Printed Name

CFO

Title

Date

6/2/09

LICENSEE: Natividad Medical Center

Signature

Kirk Larson

Printed Name

CIO

Title

"Effective Date"

6-4-09

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
SmarTrack - 1 Facility (SKU # 4260)	\$42,000
Software Programs Sub Total:	\$42,000
Discount 15%:	<u>(\$6,300)</u>
Software Total:	\$35,700
Professional Services Fees	<u>\$16,000</u>
<p>Picis will assign a Process Consultant and Project Manager to provide the following onsite and remote services over a four (4) month project duration:</p> <ul style="list-style-type: none">• Remote software installation• WebEx demonstration of SmarTrack• On-Site Application Training, 3 days• Remote build checks• On-Site Go-Live Support, 3 days• Remote assistance to address questions on an add-needed basis• Team conference calls anticipated to be scheduled weekly with the Picis Project Manger and Client Project Manager leading these discussions, inclusive of the Client System Administrator assigned to configure the system <p>The Client will provide a part-time System Administrator (preferably with Picis OR Manager experience) to build the SmarTrack application along with a part-time Project Manager to coordinate tasks in the project plan. A part-time Technical resource will be needed to setup workstations.</p>	
Total:	<u>\$51,700</u>
Total Annual / Maintenance Fees (18%):	\$7,560
