



Monterey County Board of Supervisors

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

Board Order

Agreement No. A-14289, Amendment No. 2

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

- a. Authorize the Deputy Purchasing Agent for Natividad Medical Center (NMC) or his designee to execute amendment no. 2 to the agreement with Alere Informatics, Inc. for software modules related to laboratory testing, adding \$191,473 for a revised total agreement amount not to exceed \$264,703 and with no change to the agreement term of May 15, 2016 through May 13, 2022.
- b. Authorize the Deputy Purchasing Agent for NMC or his designee to execute up to three (3) future amendments to the agreement which do not significantly alter the scope of work and do not cause an increase of more than ten percent (10%) (\$1,202) of the original cost of the agreement.

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 19-082
Agenda Item No. 25

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

Valerie Ralph, Clerk of the Board

AMENDMENT NO. 2
TO RAL SOFTWARE SYSTEM LICENSE AND SUPPORT MASTER AGREEMENT
BETWEEN ALERE INFORMATICS, INC. AND
NATIVIDAD MEDICAL CENTER
FOR
RAIS SOFTWARE SYSTEM AND ASSOCIATED COMPONENTS AND AI DEVICE MODULE
SOFTWARE

This Amendment No. 2 to the RAL Software System License and Support Master Agreement ("Agreement") which was effective on May 15, 2016 is entered into by and between the **County of Monterey, on behalf of Natividad Medical Center** (hereinafter "Customer"), and **Alere Informatics, Inc.** (hereinafter "AI"); (collectively, the County, AI and Customer are referred to as the "Parties"), with respect to the following:

RECITALS

WHEREAS, the Agreement was executed for RAL software system and associated components and AI device module software with a term May 15, 2016 through May 14, 2017 and a total Agreement amount not to exceed \$12,025; and

WHEREAS, AI and Customer amended the Agreement to extend it for an additional five (5) year period, effective May 14, 2017 through May 13, 2022 to allow for services to continue with a revised scope of work which includes the Nova Glucose Module software conversion and maintenance and support for the next five (5) years as attached hereto as "Exhibit A-2 per Amendment No. 1", with a \$61,204.50 increase for the revised scope going forward for a total Agreement amount of \$73,229.50; and

WHEREAS, AI and Customer currently wish to amend the Agreement to add services to the existing scope which shall include addition of the Hemo Cue DM HB Module hereto attached as "Exhibit A-3", Abbott Point of Care Inc. i-STAT Module hereto attached as "Exhibit A-4", Siemens Healthineers Clinitek Status Connect Module hereto attached as "Exhibit A-5" and Nova StatSensor CREAT (Creatinine) Module hereto attached as "Exhibit A-6" all attached hereto this Amendment No. 2, with a \$191,472.50 increase for a revised total Agreement amount of \$264,702.

AGREEMENT

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

The Agreement is hereby renewed on the terms and conditions as set forth in the Agreement incorporated herein by this reference, except as specifically set forth below.

1. **AI agrees to provide Customer with the additional modules described in Exhibit A-3, Exhibit A-4, Exhibit A-5 and Exhibit A-6, all attached hereto this Amendment No. 2.**
2. Paragraph 5 of the Agreement, "Payments", shall be amended to the following:
"In consideration for the license(s) granted hereunder, Customer shall pay AI the fees set forth in Exhibit A-1 attached to the original Agreement, Exhibit A-2 attached to Amendment No. 1 and also in Exhibit A-3, Exhibit A-4, Exhibit A-5, and Exhibit A-6 attached to Amendment No. 2. The total amount of the Agreement shall not exceed \$264,702."
3. A copy of this Amendment No. 2 shall be attached to the Agreement.
4. This Amendment No. 2 shall be effective when signed by both parties.

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No. 2 on the basis set forth in this document and have executed this Amendment No. 2 on the day and year set forth herein.

NATIVIDAD MEDICAL CENTER

By: [Signature]
Gary R. Gray, DO, CEO

Date: 4/2/19

APPROVED AS TO LEGAL PROVISIONS

By: [Signature]
Monterey County Deputy County Counsel

Date: 3.20.19

APPROVED AS TO FISCAL PROVISIONS

By: [Signature]
Monterey County Deputy Auditor/Controller

Date: 3/21/19

CONTRACTOR

ALERE INFORMATICS, INC.

CONTRACTOR's Business Name

See instructions below

DocuSigned by:

By: [Signature]
B19CD24F3DE4473...
(Signature of: Chair, President, or Vice-President)

Anthony DeBellis VP, Sales & Operations
Name and Title

Date: 3/6/2019

DocuSigned by:

By: [Signature]
93B9F07D81CF4E7...
(Signature of: Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Abe Neudorf Controller
Name and Title

Date: 3/5/2019

*****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).



Alere Informatics
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Connectivity without Limits™

www.rals.com
2000 Holiday Drive, Suite 500, Charlottesville, VA 22901
1.888.971.7953
Customer Support: 877.627.7257

Exhibit A-3
License Agreement

This License Agreement incorporates, by reference, the applicable terms and conditions in the RALS Software System and Support Master Agreement ("Master Agreement") dated 15th of May, 2016, between Alere Informatics, Inc. ("AI"), and Natividad Medical Center (Customer).

AI Quote Number: 815-113004-018 A

Licensed Software Module: HemoCue® 201 DM HB Module

Term: Five (5) Years. License Agreement Effective when signed by both parties. Software shall be available to Customer within twenty four(24) hours of execution.

Term Extension: ~~Starting from the date of execution of this Exhibit by Customer. Following the License Agreement Term, this license shall automatically renew for successive one year terms subject to AI's then current product pricing; provided, however, that either party may decline to renew such license at least ninety (90) days prior to the end of any term.~~

MN 4/3/19

Notwithstanding the foregoing, any additional meters to the existing License Software Module referenced above ("Additional Meters") shall be deemed incorporated into this exhibit until the License Agreement Term End Date. For the sake of clarity, Customer acknowledges and agrees that it shall pay AI for any costs associated with the Additional Meters.

TOTAL Price: \$57,288.15
(Breakdown)

License Total	\$52,266.15
New Install Fee	\$5,022.00
TOTAL	\$57,288.15

Payment Schedule: Purchase Order due upon execution of Agreement.
\$10,453.23 due annually for five (5) years, within thirty (30) days receipt of invoice.
**NOTE: invoice for Year 1 will be a total of \$15,475.23 to cover both the annual fee and the New Installation Fee.

Authorized Site(s): Natividad Medical Center, Salinas, CA. 93912



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Exhibit A-4
License Agreement

This License Agreement incorporates, by reference, the applicable terms and conditions in the RALS Software System and Support Master Agreement ("Master Agreement") dated 15th of May, 2016, between Alere Informatics, Inc. ("AI"), and Natividad Medical Center (Customer).

AI Quote Number: 815-113005-018 A

Licensed Software Module: Abbott Point of Care Inc. i-STAT® Module

Term: Five (5) Years. License Agreement Effective when signed by both parties. Software shall be available to Customer within twenty four (24) hours of execution.

Term Extension: ~~Starting from the date of execution of this Exhibit by Customer. Following the License Agreement Term, this license shall automatically renew for successive one-year terms subject to AI's then current product pricing; provided, however, that either party may decline to renew such license at least ninety (90) days prior to the end of any term.~~

MN 4/13/19

Notwithstanding the foregoing, any additional meters to the existing License Software Module referenced above ("Additional Meters") shall be deemed incorporated into this exhibit until the License Agreement Term End Date. For the sake of clarity, Customer acknowledges and agrees that it shall pay AI for any costs associated with the Additional Meters.

TOTAL Price: \$43,561.13
(Breakdown)

License Total	\$38,539.13
New Install Fee	\$5,022.00
TOTAL	\$43,561.13

Payment Schedule: Purchase Order due upon execution of Agreement.
\$7,707.83 due annually for five (5) years, within thirty (30) days receipt of invoice.
**NOTE: Invoice for Year 1 will be a total of \$12,729.83 to cover both the annual fee and the New Installation Fee.

Authorized Site(s): Natividad Medical Center, Salinas, CA. 93912

Customer understands and acknowledges that the RALS platform licensed under the Master Agreement is hereby bundled with i-STAT DE software (the "i-STAT Software"), which AI has the right to sublicense to Customer. The following terms and conditions apply to this sublicense: (i) Customer is granted a non-exclusive, non-transferable license to use the i-STAT Software for its own internal business purposes only; (ii) Customer may only use the i-STAT Software as bundled with the RALS platform to extract data on a read-only basis; (iii) Customer is prohibited from using the i-STAT Software for application development, modification, or customization, or for running programs other than the AI software; (iv) Customer's use of the i-STAT Software is restricted to the Authorized Sites Included hereunder; and (v) Customer is prohibited from sublicensing, timesharing and/or rental of the i-STAT Software; (vi) i-STAT retains all title to and all intellectual property rights associated with the i-STAT Software; (vii) Customer may not copy the i-STAT Software except for inactive backup and archival purposes only, which copies shall contain all proprietary notices or legends included in the i-STAT Software; (viii) i-STAT Software is sublicensed "AS IS," AND ALL WARRANTIES WITH RESPECT TO THE i-STAT SOFTWARE, EXPRESS OR IMPLIED, INCLUDING

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Exhibit A-5
License Agreement

This License Agreement incorporates, by reference, the applicable terms and conditions in the RALS Software System and Support Master Agreement ("Master Agreement") dated 15th of May, 2016, between Alere Informatics, Inc. ("AI"), and Natividad Medical Center (Customer).

AI Quote Number: 815-113006-018 B

Licensed Software Module: Siemens Healthineers Clinitek Status® Connect Module

Term: Five (5) Years. License Agreement Effective when signed by both parties. Software shall be available to Customer within twenty four(24) hours of execution.

Term Extension: ~~Starting from the date of execution of this Exhibit by Customer. Following the License Agreement Term, this license shall automatically renew for successive one year terms subject to AI's then current product pricing; provided, however, that either party may decline to renew such license at least ninety (90) days prior to the end of any term.~~

MAN 4/3/19

Notwithstanding the foregoing, any additional meters to the existing License Software Module referenced above ("Additional Meters") shall be deemed incorporated into this exhibit until the License Agreement Term End Date. For the sake of clarity, Customer acknowledges and agrees that it shall pay AI for any costs associated with the Additional Meters.

TOTAL Price: \$46,066.02
(Breakdown)

License Total	\$41,044.02
New Install Fee	\$5,022.00
TOTAL	\$46,066.02

Payment Schedule: Purchase Order due upon execution of Agreement.
\$8,208.80 due annually for five (5) years, within thirty (30) days receipt of invoice.
**NOTE: Invoice for Year 1 will be a total of \$13,230.80 to cover both the annual fee and the New Installation Fee.

Authorized Site(s): Natividad Medical Center, Salinas, CA. 93912



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Exhibit A-6
License Agreement

This License Agreement incorporates, by reference, the applicable terms and conditions in the RALS Software System and Support Master Agreement ("Master Agreement") dated 15th of May, 2016, between Alere Informatics, Inc. ("AI"), and Natividad Medical Center (Customer).

AI Quote Number: 815-113007-018 A

Licensed Software Module: Nova StatSensor® CREAT (Creatinine) Module

Term: Five (5) Years. License Agreement Effective when signed by both parties. Software shall be available to Customer within twenty four(24) hours of execution.

Term Extension: ~~Starting from the date of execution of this Exhibit by Customer. Following the License Agreement Term, this license shall automatically renew for successive one-year terms subject to AI's then current product pricing; provided, however, that either party may decline to renew such license at least ninety (90) days prior to the end of any term.~~

MN, 4/3/19

Notwithstanding the foregoing, any additional meters to the existing License Software Module referenced above ("Additional Meters") shall be deemed incorporated into this exhibit until the License Agreement Term End Date. For the sake of clarity, Customer acknowledges and agrees that it shall pay AI for any costs associated with the Additional Meters.

TOTAL Price: \$44,557.20
(Breakdown)

License Total	\$39,535.20
New Install Fee	\$5,022.00
TOTAL	\$44,557.20

Payment Schedule: Purchase Order due upon execution of Agreement.
\$7,907.04 due annually for five (5) years, within thirty (30) days receipt of invoice.
**NOTE: invoice for Year 1 will be a total of \$12,929.04 to cover both the annual fee and the New Installation Fee.

Authorized Site(s): Natividad Medical Center, Salinas, CA. 93912

THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED; (ix) Neither AI nor I-STAT shall be responsible for any indirect, incidental, special or consequential damages, even if they have been advised of the possibility of such damages; (x) Only object code versions of the I-STAT Software are sublicensed hereunder and reverse engineering, disassembly, or decompilation to derive source code is prohibited; (xi) Customer agrees to comply with all export and re-export provisions and regulations imposed by the government of the United States; (xii) Customer agrees to observe the same degree of confidentiality as prescribed in the Master Agreement with respect to the I-STAT Software; (xiii) Provisions of the Master Agreement apply to any termination of this sublicense, which shall be terminated automatically in the event of the termination of the license of the RALS platform; and (xiv) For the purposes of remote system support, Customer acknowledges that Abbott Point of Care Inc. ("APOC"), may be required to provide remote system support of the RALS STS, and thereby grants APOC such remote system access.

C/S

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