



Monterey County Board of Supervisors

Board Order

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1st Floor
Salinas, CA 93901
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A motion was made by Supervisor Chris Lopez, seconded by Supervisor John M. Phillips to:

Agreement No.: A-13411; Amendment No. 5

a. Authorize the Interim Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute amendment No. 5 to the agreements with Tegria Services Group dba Navin Haffty & Associates and Leidos Health LLC dba Ettain Group for information technology (IT) consulting services pursuant to Request for Proposal (RFP) #9600-67 to extend the term for an additional two (2) year period (January 11, 2022 through January 10, 2024) for a revised term January 11, 2017 through January 10, 2024 and authorize an aggregate increase of \$2,650,000 for a total amount not to exceed \$17,806,000.

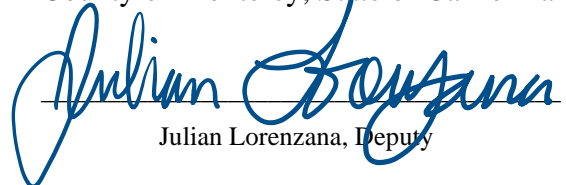
PASSED AND ADOPTED on this 7th day of December 2021, by roll call vote:

AYES: Supervisors Alejo, Phillips, Lopez, Askew and Adams
NOES: None
ABSENT: None
(Government Code 54953)

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 December 7, 2021.

Dated: December 13, 2021
File ID: A 21-517
Agenda Item No.: 28

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


Julian Lorenzana, Deputy

**AMENDMENT NO. 5
TO SERVICES AGREEMENT
BETWEEN LEIDOS HEALTH LLC DBA ETTAIN GROUP AND
NATIVIDAD MEDICAL CENTER
FOR
IT CONSULTING SERVICES**

This Amendment No. 5 to the Services Agreement ("Agreement") which was effective on January 11, 2017 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (hereinafter "NMC"), and Leidos Health LLC dba Ettain Group (hereinafter "CONTRACTOR"); (collectively, the County, NMC and CONTRACTOR are referred to as the "Parties"), **From this point forward, the party referenced previously as "NMC" shall be referenced as "COUNTY" and collectively, COUNTY and CONTRACTOR are referred to as the "Parties" to this Agreement, with respect to the following:**

RECITALS

WHEREAS, the Agreement was executed for IT Consulting Services per Request for Proposal (RFP) 9600-67 with a term January 11, 2017 through January 10, 2018. Multiple Agreements were awarded with an aggregate total not to exceed \$3,864,000 for all agreements which was approved by the Monterey County Board of Supervisors. Each individual Agreement did not have its own not to exceed dollar amount; and

WHEREAS, NMC and CONTRACTOR amended the Agreement on January 11, 2018 via Amendment No. 1 to extend the term for an additional one (1) year period through January 10, 2019 with the option to extend the agreement for three (3) additional one year periods; and

WHEREAS, NMC and CONTRACTOR amended the Agreement on December 12, 2018 via Amendment No. 2 to extend the term for an additional one (1) year period through January 10, 2020 with the option to extend the agreement for two (2) additional one year periods; and

WHEREAS, NMC and CONTRACTOR amended the Agreement on October 23, 2019 via Amendment No. 3 to extend the term for an additional one (1) year period through January 10, 2021 with no change to the original scope of work or the total aggregate dollar amount with the option to extend the agreement for one (1) additional one year period; and

WHEREAS, NMC and CONTRACTOR amended the Agreement on December 8, 2020 via Amendment No. 4 to extend the term for an additional one (1) year period through January 10, 2022 with no change to the original scope of work; and

WHEREAS, NMC and CONTRACTOR currently wish to amend the Agreement to extend it for an additional two (2) year period through January 10, 2024 to allow for services to continue with a \$2,650,000 aggregate increase and no changes to the scope of work.

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 Original Agreement and in Amendment No. 1, Amendment No. 2, Amendment No. 3, and Amendment No. 4 incorporated herein by this reference, except as specifically set forth below.

1. "TERM OF AGREEMENT/Section 4.1" shall be amended to the following:
"The term of this Agreement is January 11, 2017 through January 10, 2024 with no options remaining to extend the term of the Agreement."
2. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 5 and shall continue in full force and effect as set forth in the Agreement and in Amendment No. 1, Amendment No. 2, Amendment No. 3, and Amendment No. 4.
3. A copy of this Amendment No. 5 shall be attached to the Agreement.
4. This Amendment No. 5 shall be effective when signed by both parties.

The remainder of this page was intentionally left blank.

~ Signature page to follow ~

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No. 5 on the basis set forth in this document and have executed this Amendment No. 5 on the day and year set forth herein.

NATIVIDAD MEDICAL CENTER

By: Charles R. Harris
~~Gay R. Gray, DO, CEO~~
Charles R. Harris, MD, Interim CEO

Date: 12/15/21

APPROVED AS TO LEGAL PROVISIONS

By: _____
Monterey County Deputy County Counsel

Date: _____

APPROVED AS TO FISCAL PROVISIONS

By: _____
Monterey County Deputy Auditor/Controller

Date: _____

CONTRACTOR

Leidos Health LLC dba Ettain Group

CONTRACTOR's Business Name

See instructions below

By: Davin Juckett
(Signature of: Chair, President, or Vice-President)

Davin Juckett, President
Name and Title

Date: 9/15/21

By: Scott R. Forester
(Signature of: Secretary, Asst. Secretary, CFO,
Treasurer, or Asst. Treasurer)

Scott R. Forester, CFO

Name and Title

Date: 9/15/2021

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).