



Monterey County Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066
www.co.monterey.ca.us

Board Order

A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor Wendy Root Askew to:

Agreement No.: A-13620; Amendment No. 5

- a. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute amendment No. 5 to the agreement (A-13620) with The CBORD Group, Inc. for food and nutrition software and maintenance services, extending the agreement an additional one (1) year period (August 1, 2022 through July 31, 2023) for a revised full agreement term of July 11, 2017 through July 31, 2023, and adding \$18,318 for a revised total agreement amount not to exceed \$194,903.
- b. Authorize the Chief Executive Officer for NMC or his designee to execute one (1) future amendment to the agreement which does not significantly alter the scope of work and does not cause an increase of more than ten percent (10%) (\$10,977) of the original cost of the agreement.

PASSED AND ADOPTED on this 12th day of July 2022, 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 July 12, 2022.

Dated: July 15, 2022

File ID: A 22-344

Agenda Item No.: 43

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

Julian Lorenzana, Deputy

**AMENDMENT NO. 5
TO SERVICES AGREEMENT
BETWEEN CBORD GROUP, INC. AND
THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER
FOR
FOOD AND NUTRITION SOFTWARE AND MAINTENANCE SERVICES**

This Amendment No. 5 to the Services Agreement ("Agreement") which was effective on July 11, 2017 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and The CBORD Group, Inc. ("CONTRACTOR"); From this point forward, the party referenced previously as "NMC" shall be referenced to 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 hospital food and nutrition software and maintenance services with a term of July 11, 2017 through July 10, 2018 and a total Agreement amount not to exceed \$109,770.32; and

WHEREAS, the Parties amended the Agreement on January 15, 2019 via Renewal and Amendment No. 1 to extend the term for an additional one (1) year period through July 10, 2019 and to add an additional \$12,145.54, thereby increasing the total Agreement amount to \$121,915.86; and

WHEREAS, the Parties amended the Agreement on June 28, 2019 via Amendment No. 2 to extend the term for an additional one (1) year and twenty-one (21) day period through July 31, 2020 to allow for services to continue, with additions to the original scope of work, and to add an additional \$12,509.89, thereby increasing the total Agreement amount to \$134,425.75; and

WHEREAS, the Parties amended the Agreement on May 12, 2020 via Amendment No. 3 to extend it for an additional one (1) year period through July 31, 2021 to allow for services to continue, with additions to the original scope of work, and to add an additional \$12,885.18, thereby increasing the total Agreement amount to \$147,310.93; and

WHEREAS, the Agreement expired on July 31, 2021; and

WHEREAS, the Parties amended the Agreement on November 16, 2021 via Renewal and Amendment No. 4 to extend it for an additional one (1) year period through July 31, 2022 to allow for services to continue, with additions to the original scope of work, and to add an additional \$29,273.84, thereby increasing the total Agreement amount to \$176,584.77; and

WHEREAS, COUNTY and CONTRACTOR currently wish to amend the Agreement to extend it for an additional one (1) year period through July 31, 2023 to allow for services to continue with additions to the original scope of work attached hereto as "Exhibit A-5 per Amendment No. 5" with a \$18,318 increase for the added services for a total Agreement amount of \$194,903.

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


1. *“Customer shall pay CBORD in accordance with the payment provisions set forth in ATTACHMENT I INVESTMENT OUTLINE, ATTACHMENT I-A as per Renewal and Amendment No. 1, ATTACHMENT A-B as per Amendment No. 2, ATTACHMENT A-C as per Amendment No. 3, Exhibit A-4 attached hereto this Amendment No. 4., and Attachment A-5 as per Amendment No. 5. The total amount payable to CBORD under this Agreement amounts to the sum of \$194,903.”*
2. The first sentence of Section 21 titled, “Term/Effective Date” shall be amended to the following:
“The term of this Agreement is from July 11, 2017 through July 31, 2023 unless sooner terminated pursuant to the terms of this Agreement.”
3. 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 Renewal and Amendment No. 1, Amendment No. 2, Amendment No. 3, and Renewal and Amendment No. 4.
4. A copy of this Amendment No. 5 shall be attached to the Agreement.
5. This Amendment No. 5 shall be effective August 1, 2022.

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.

COUNTY OF MONTEREY on behalf of
NATIVIDAD MEDICAL CENTER

By: 
Charles R. Harris, CEO

Date: 5/25/22

APPROVED AS TO LEGAL PROVISIONS

By: 
Monterey County Deputy County Counsel

Date: Chief Deputy County Counsel, 5/31/2022

APPROVED AS TO FISCAL PROVISIONS

By: 
Monterey County Deputy Auditor/Controller

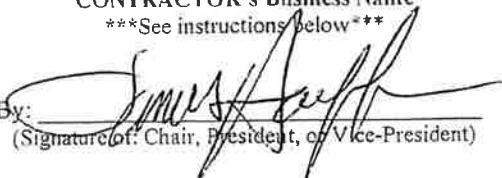
5/31/2022

Date: _____

CONTRACTOR


The CBORD Group, Inc.

CONTRACTOR's Business Name
See instructions below

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

Jim Hoefflin, President
Name and Title

Date: 5/31/2022

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

Robert DeCarlo, Senior VP and CFO
Name and Title

Date: 5/31/2022

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).

Attachment A-5 as per Amendment No. 5



ANNUAL SERVICE QUOTE	
Date	4/1/2022
Customer Name	Natividad Medical Center
Quote #	Q125149

Page 1 of 2

The CBORD Group Inc.
950 Danby Road
Suite 100C
Ithaca NY 14850
United States

Phone: 844.462.2673
Fed ID #:20-1231681

For questions regarding this quote, please contact Billing at 844.462.2673 or billing@cbord.com.

Bill To

Accounts Payable
Natividad Medical Center
1441 Constitution Blvd
Salinas CA 93906
United States

Contract #		Contract Term		Currency		
CON009582		8/1/2022-7/31/2023		USD		
Location ID / Line #	Qty	Prorated Qty	Item Number / Description	Term	Unit Price	Ext. Price
0604142 Natividad Medical Center						
1	5	3,33333	R-ADD W/S R-Individual Workstation License	12/1/2022-7/31/2023	\$1,326.55	\$4,421.83
2	1	1	R-W-DOMS 200 R-Nutrition Service Suite Diet Office 200 Software	8/1/2022-7/31/2023	\$4,218.70	\$4,218.70
3	1	1	R-SMALL ACUTE ADT I/F R-Small Acute ADT Interface	8/1/2022-7/31/2023	\$1,983.25	\$1,983.25
4	1	1	R-SMALL ACUTE ORDERS I/F R-Small Acute Orders Interface	8/1/2022-7/31/2023	\$1,983.25	\$1,983.25
5	1	1	R-SFT7570138 R-RS Choice:Menu Select & On-Demand (Small Acute Add-On)	8/1/2022-7/31/2023	\$5,505.52	\$5,505.52
6	1	1	BMG7590138 BOMGAR Unattended Access	8/1/2022-7/31/2023	\$204.79	\$204.79
Subtotal for Location ID: 0604142 Natividad Medical Center						\$18,317.34
Tax Amount						\$0.00
Location Subtotal						\$18,317.34



ANNUAL SERVICE QUOTE	
Date	4/1/2022
Customer Name	Natividad Medical Center
Quote #	Q125149

Comments: If your institution requires a purchase order, please provide the purchase order number to billing@cbord.com. Annual Support, Licensing, and Maintenance Fee's 2022 Annual Renewal

Remit To: The CBORD Group Inc. P.O. Box 933991 Atlanta, GA 31193-3991	Wire Transfer To: Wells Fargo ABA 121000248 Acct. 2000042945419	Subtotal	\$18,317.34
		Total Tax	\$0.00
		Estimated Shipping	\$0.00
		Grand Total	\$18,317.34