



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 Mary L. Adams, seconded by Supervisor John M. Phillips to:

Agreement No.: A-13620; Amendment No.: 4

- a. Authorize the Interim Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute renewal and amendment No.4 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 (retroactive to August 1, 2021 through July 31, 2022) for a revised full agreement term of July 11, 2017 through July 31, 2022, and adding \$29,273 for a revised total agreement amount not to exceed \$176,584.
- b. Authorize the Interim 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 16th day of November 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 November 16, 2021.

Dated: November 17, 2021
File ID: A 21-507
Agenda Item No.: 19

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

Julian Lorenzana, Deputy

**RENEWAL AND AMENDMENT NO. 4
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 Renewal and Amendment No. 4 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 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 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 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 year and twenty one (21) day period through July 31, 2020 to allow for services 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 to extend it for an additional one year period through July 31, 2021 to allow for services to continue, with additions to the original scope of work attached hereto as “Exhibit A-3 per Amendment No. 3”, with a \$12,885.18 increase for the added services for a total Agreement amount of \$147,310.93.

WHEREAS, COUNTY and CONTRACTOR currently wish to renew and amend the Agreement 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 attached hereto as “Exhibit A-4 per Amendment No. 4” with a \$29,273.84 increase for the added services for a total Agreement amount of \$176,584.77.

AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

The Agreement is hereby renewed and amended on the terms and conditions as set forth in the Original Agreement and in Renewal and Amendment No 1, Amendment No. 2, and Amendment No. 3 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 1 INVESTMENT OUTLINE, ATTACHMENT 1-A as per Renewal and Amendment No. 1, ATTACHMENT A-B as per Amendment No. 2, ATTACHMENT A-C as per Amendment No. 3 and Exhibit A-4 attached hereto this Amendment No. 4. The total amount payable to CBORD under this Agreement amounts to the sum of \$176,584.77.”*

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, 2022 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 Renewal and Amendment No. 4 and shall continue in full force and effect as set forth in the Agreement and in Renewal and Amendment No. 1, Amendment No. 2 and Amendment No. 3.
4. A copy of this Renewal and Amendment No. 4 shall be attached to the Agreement.
5. This Renewal and Amendment No. 4 shall be effective retroactively on August 1, 2021.

The remainder of this page was intentionally left blank.

~ Signature page to follow ~

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Renewal and Amendment No. 4 on the basis set forth in this document and have executed this Amendment No. 4 on the day and year set forth herein.

COUNTY OF MONTEREY on behalf of
NATIVIDAD MEDICAL CENTER

By: Dr. Charles R. Harris
Dr. Charles Harris, CEO (Interim)

Date: 11/18/21

APPROVED AS TO LEGAL PROVISIONS

By: Stacy L. Selt
Monterey County Deputy County Counsel

Date: 10/5/2021

APPROVED AS TO FISCAL PROVISIONS

By: Gary Giboney
Monterey County Deputy Auditor/Controller

Date: 10-5-2021

CONTRACTOR

The CBORD Group, Inc.

CONTRACTOR's Business Name

See instructions below

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

Jim Hoefflin | President and CEO

Name and Title

Date: 09/27/2021

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

Robert DeCarlo | SVP and CFO

Name and Title

Date: 09/27/2021

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).

Exhibit A-4 Per Renewal and Amendment No. 4

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

Bill To

Accounts Payable
 Natividad Medical Center
 1441 Constitution Blvd
 Salinas CA 93906
 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.

Contract #		Pricing Term		Currency		
CON009582		8/1/2021-7/31/2022		USD		
Location ID / Line #	Qty	Prorated Qty	Item Number / Description	Term	Unit Price	Ext. Price
0604142 Natividad Medical Center						
1	1	1	R-W-DOMS 200 R-Nutrition Service Suite Diet O ce 200 Software	8/1/2021-7/31/2022	\$4,029.32	\$4,029.32
2	1	1	R-SMALL ACUTE ADT I/F R-Small Acute ADT Interface	8/1/2021-7/31/2022	\$1,894.22	\$1,894.22
3	1	1	R-SMALL ACUTE ORDERS I/F R-Small Acute Orders Interface	8/1/2021-7/31/2022	\$1,894.22	\$1,894.22
4	1	1	R-SFT7570138	8/1/2021-7/31/2022	\$5,258.38	\$5,258.38
5	1	1	R-Room Service Choice: Menu Select & On-Demand (Small Acute Add-On) ADMIN: BOMGAR Unattended Access	8/1/2021-7/31/2022	\$195.60	\$195.60
Subtotal for Location ID 0604142 Natividad Medical Center						\$13,271.74
Tax Amount						\$0.00
Total						\$13,271.74

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 2021 - 2022 Annual Renewal

Remit To:
 The CBORD Group Inc. P.O. Box 933991 Atlanta, GA 31193-3991



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

QUOTE	
Date	9/9/2021
Customer Name	Natividad Medical Center
Quote #	Q112094

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Bill To:

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

Currency		Terms		Expiration Date			
USD		Net 30		10/9/2021			
Location ID / Line #	Qty	Item Number / Description	Type	Base Price	Discount	Net Unit	Ext. Price
0604142 Accounts Payable Natividad Medical Center 1441 Constitution Blvd Salinas CA 93906 United States							
1	5	ADD W/S Individual Workstation License	Software	\$2,843.27	32.0%	\$1,933.42	\$9,667.10
2	5	R-ADD W/S R-Individual Workstation License	Maintenance	\$1,267.00	0.0%	\$1,267.00	\$6,335.00
Subtotal for Location ID 0604142 Accounts Payable Natividad Medical Center 1441 Constitution Blvd Salinas CA 93906 United States							\$16,002.10
						Discount	\$0.00
						Location Subtotal	\$16,002.10

GPO ID:	VIZ-83098 KRZQ	
	Subtotal	\$16,002.10
	Discount	\$0.00
	Estimated Shipping	\$0.00
	Total Tax	\$0.00
	Grand Total	\$16,002.10
Thank you for doing business with CBORD!		



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

QUOTE	
Date	9/9/2021
Customer Name	Natividad Medical Center
Quote #	Q112094

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Terms

This quote is offered, and shall be delivered, under the terms and conditions of the signed Agreement between the parties.

Pricing

- All prices quoted are valid for 30 days from the date of the quote.

Payment Schedule

1. 100% of One-time Software license fees and 100% of the year one Software annual license fees shall be invoiced immediately.
2. 100% of One-time fees for Hardware purchases and 100% of the year one Hardware annual license fees shall be invoiced 100% upon shipment.
3. Services shall be invoiced 100% upon completion of Services. Reimbursable Expenses shall be invoiced as incurred.
4. Shipping costs are due and payable by Customer upon receipt of invoice.
5. Second year annual license fees shall be pro-rated to provide for a common invoice date, and 100% are due annually thereafter.