



Monterey County Board of Supervisors

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

Board Order

Agreement No.: A-13620, Amendment No. 2

A motion was made by Supervisor Mary Adams, seconded by Supervisor Chris Lopez to:

a. Authorize the Deputy Purchasing Agent for Natividad Medical Center (NMC) or his designee to execute amendment No. 2 to the agreement (A-13620) with The CBORD Group, Inc. for hospital food and nutrition software services, extending the agreement for an additional thirteen month period (July 11, 2019 through July 31, 2020) for a revised full agreement term of July 11, 2017 through July 31, 2020, and adding \$12,510 for a revised total agreement amount not to exceed \$134,426.

PASSED AND ADOPTED on this 25th day of June 2019, by the following vote, to wit:

AYES: Supervisors Alejo, Phillips, Lopez, Parker and Adams

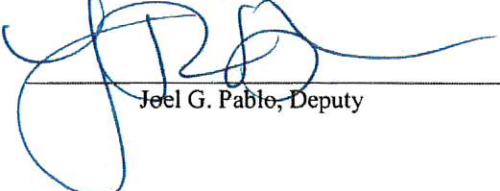
NOES: None

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 June 25, 2019.

Dated: June 26, 2019
File ID: A 19-231
Agenda Item No. 41

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



Joel G. Pablo, Deputy

**AMENDMENT NO. 2
TO CBORD SOFTWARE, SUPPORT, and HARDWARE MAINTENANCE
AGREEMENT
BETWEEN THE CBORD GROUP, INC AND
COUNTY OF MONTEREY, ON BEHALF OF NATIVIDAD MEDICAL CENTER
FOR
FOOD AND NUTRITION SOFTWARE AND MAINTENANCE SERVICES**

This Amendment No. 2 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 (hereinafter "NMC"), and The CBORD Group, Inc., (hereinafter "CBORD"); (collectively, the County, NMC and CBORD are referred to as the "Parties"), with respect to the following:

RECITALS

WHEREAS, the County of Monterey on behalf of NMC and CBORD had previously entered into an Agreement for Services (hereinafter "Agreement") on July 11, 2017 to provide food and nutrition software services with a one-year term of July 11, 2017 through July 10, 2018 and a total Agreement amount in the sum of \$109,770.32; and

WHEREAS, the Agreement expired on July 10, 2018; and

WHEREAS, NMC and CBORD amended the Agreement on January 15, 2019 via Renewal and Amendment No. 1 to extend the term for an additional twelve month 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, NMC and CBORD currently wish to amend the Agreement to extend it for an additional twelve (12) months and twenty-one (21) days through July 31, 2020 to allow for services to continue with additions to the original scope of work attached hereto as "Attachment 1-B per Amendment No. 2" with a \$12,509.89 increase for the added services for a total Agreement amount of \$134,425.75.

AGREEMENT

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

The Agreement is hereby amended on the terms and conditions as set forth in the Original Agreement, Renewal and Amendment No. 1, and Amendment No. 2 incorporated herein by this reference, except as specifically set forth below.

1. A new section, Section 6.D. Combined Cost shall be added to include the following:

"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, and ATTACHMENT 1-B as per Amendment No. 2 attached hereto this Amendment No. 2. The total amount payable by Customer to CBORD under this Agreement amounts to the sum of \$134,425.75."

2. The first sentence of Section 21 /Paragraph titled, "TERM/EFFECTIVE DATE" shall be amended to the following:

"The term of this Agreement is from July 11, 2017 through July 31, 2020 unless sooner

terminated pursuant to the terms of this Agreement.”

3. Except as provided herein, all remaining terms, conditions and provisions of the Original Agreement are unchanged and unaffected by this Amendment No. 2 and shall continue in full force and effect as set forth in the Agreement, in Renewal and Amendment No. 1, and Amendment No. 2.
4. A copy of this Amendment No. 2 shall be attached to the Original Agreement.
5. This Amendment No. 2 is effective when signed by the last party.

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. 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: 6/28/19

APPROVED AS TO LEGAL PROVISIONS

By: [Signature]
Monterey County Deputy County Counsel

Date: June 5, 2019

APPROVED AS TO FISCAL PROVISIONS

By: [Signature]
Monterey County Deputy Auditor/Controller

Date: 6-6-19

CONTRACTOR

The CBORD Group, Inc.

CONTRACTOR's Business Name

See instructions below

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

JAMES HOEPPEN, PRESIDENT
Name and Title

Date: 5/20/2019

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

Robert DeCarlo, VP, Finance and Accounting
Name and Title

Date: 5/17/19

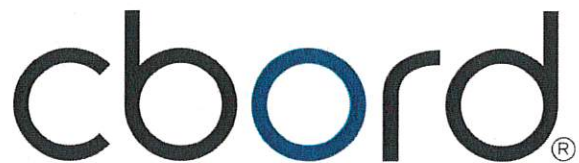
Instructions

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).

Contract #			Contract Term		Currency		
					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 Office 200 Software	8/1/2019-7/31/2020	\$3,798.02	\$3,798.02	
2	1	1	R-SMALL ACUTE ADT I/F R-Small Acute ADT Interface	8/1/2019-7/31/2020	\$1,785.49	\$1,785.49	
3	1	1	R-SMALL ACUTE ORDERS I/F R-Small Acute Orders Interface	8/1/2019-7/31/2020	\$1,785.49	\$1,785.49	
4	1	1	R-SFT7570138 R-Room Service Choice: Menu Select & On-Demand (Small Acute Add-On)	8/1/2019-7/31/2020	\$4,956.52	\$4,956.52	
5	1	1	R-BMG7590138 ADMIN: BOMGAR Unattended Access	8/1/2019-7/31/2020	\$184.37	\$184.37	
Subtotal for Location ID 0604142 Natividad Medical Center						\$12,509.89	
Tax Amount						\$0.00	
Location Subtotal						\$12,509.89	



ANNUAL SERVICE QUOTE	
Date	4/23/2019
Customer Name	Natividad Medical Center
Quote #	Q74966

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Comments: If your institution requires a purchase order, please provide the purchase order number to billing@cbord.com. 2019 - 2020 Annual renewal

Remit To: P.O. Box 933991 Atlanta, GA 31193-3991	Wire Transfer To: Wells Fargo ABA 121000248 Acct. 2000042945419	Subtotal	\$12,509.89
		Tax	\$0.00
		Grand Total	\$12,509.89