



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 John M. Phillips, seconded by Supervisor Luis A. Alejo to:

Agreement No. A-13073; Amendment No. 1

a. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute amendment No. 1 to the agreement (A-13073) with Clinical Computer Systems for OBIX perinatal monitoring and data system services, extending the agreement an additional five (5) year period (April 1, 2021 through March 31, 2026) for a revised full agreement term of April 1, 2016 through March 31, 2026, and adding \$266,450 for a revised total agreement amount not to exceed \$396,844.

PASSED AND ADOPTED on this 9th day of February 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 March 9, 2021.

Dated: March 11, 2021
File ID: A 21-042
Agenda Item No.: 19

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


Julian Lorenzana, Deputy

**AMENDMENT NO. 1
TO SERVICES AGREEMENT
BETWEEN CLINICAL COMPUTER SYSTEMS, INC. AND
NATIVIDAD MEDICAL CENTER
FOR
SUPPORT SERVICES FOR THE OBIX PERINATAL DATA SYSTEM**

This Amendment No. 1 to the Services Agreement ("Agreement") which was effective on April 1, 2016 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (hereinafter "NMC"), and Clinical Computer Systems, Inc. (hereinafter "CONTRACTOR"); (collectively, the County, NMC and CONTRACTOR are referred to as the "Parties"), with respect to the following:

RECITALS

WHEREAS, the Agreement was executed for OBIX Perinatal Data Systems support services with a term of April 1, 2016 through March 31, 2021 and a total Agreement amount not to exceed \$130,394; and

WHEREAS, NMC and CONTRACTOR currently wish to amend the Agreement to extend it for an additional five (5) year period through March 31, 2026 to allow for services to continue with additions to the original scope of work attached hereto as "Exhibit A-1 per Amendment No. 1" with a \$266,450 increase for the added services for a total Agreement amount of \$396,844.

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, incorporated herein by this reference, except as specifically set forth below.

1. Section 2 / Paragraph titled, "PAYMENTS BY NMC" shall be amended to the following:
"NMC shall pay the CONTRACTOR in accordance with the payment provisions set forth in EXHIBIT A plus EXHIBIT A-1 as per Amendment No. 1 attached hereto this Amendment No. 1. The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$396,844."
2. The first sentence of Section 3 /Paragraph titled, "TERM OF AGREEMENT" shall be amended to the following:
"The term of this Agreement is from April 1, 2016 through March 31, 2026 unless sooner terminated pursuant to the terms of this Agreement."
3. Section 4/ Paragraph titled, "ADDITIONAL PROVISIONS/EXHIBITS" shall be amended to the following:
*"The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:
Exhibit A: Scope of Services/Payment Provisions
Exhibit A-1: revised Scope of Services/Payment Provisions as per Amendment No.1.
Exhibit B: Business Associate Agreement
Exhibit C: Software License Terms and Conditions"*
4. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 1 and shall continue in full force and effect as set forth in the Agreement and in Amendment No. 1.

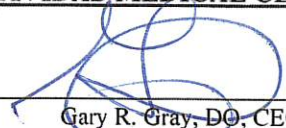
5. A copy of this Amendment No. 1 shall be attached to the Agreement.
6. This Amendment No. 1 shall be effective when signed by the last party.

The remainder of this page was intentionally left blank.

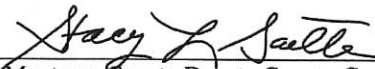
~ Signature page to follow ~

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No. 1 on the basis set forth in this document and have executed this Amendment No. 1 on the day and year set forth herein.


NATIVIDAD MEDICAL CENTER

By: 
Gary R. Gray, DO, CEO
Date: 3/15/21

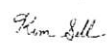
APPROVED AS TO LEGAL PROVISIONS

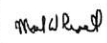
By: 
Monterey County Deputy County Counsel
Date: 2/4/2021

APPROVED AS TO FISCAL PROVISIONS

By: 
Monterey County Deputy Auditor/Controller
Date: 2-4-2021

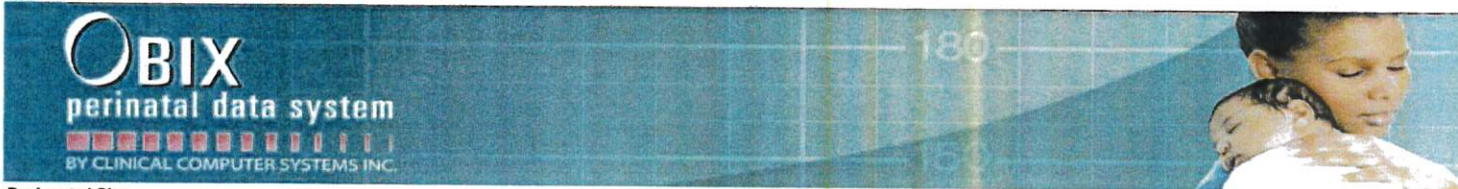
CONTRACTOR

Clinical Computer Systems, Inc.
CONTRACTOR's Business Name
See instructions below
DocuSigned by:

By: 067748ED6F50406...
Kim Sell
President
November 25, 2020
Date: _____

DocuSigned by:

By: 25D34412C8BA4F0...
Mark Russell
Treasurer
November 25, 2020
Date: _____

*****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-1 as per Amendment No. 1



Designated Site:
David Hathaway
Natividad Medical Center
1441 Consitution Blvd
Salinas, CA 93906

CCSI Sales Manager: Justin Sell
Email: Justin.Sell@obix.com
Phone: (888) 871-0963 Ext. 553

Date: 10/29/2020
BPY Limit: 2,750

OBIX Perinatal Data System Proposal Summary

Quote #	Quote Date	Purpose	System Purchase				Annual Support					Total
			Software	Services	Upgrade Services	Total	Year 1	Year 2	Year 3	Year 4	Year 5	
CASA-NAMC-UPG	9/18/2020	Upgrade	\$0	\$0	\$35,317	\$35,317	\$0	\$0	\$0	\$0	\$0	\$0
	10/15/2020	Support Renewal	\$0	\$0	\$0	\$0	\$43,535	\$44,841	\$46,186	\$47,572	\$48,999	\$231,133
			\$0	\$0	\$35,317	\$35,317	\$43,535	\$44,841	\$46,186	\$47,572	\$48,999	\$231,133