



Monterey County Board of Supervisors

Board Order

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

Agreement No.: A-13599; Amendment No.: 2

Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute amendment No. 2 to the agreement (A-13599) with Quest Diagnostics, Inc. for lab reference testing services, extending the agreement an additional one (1) year period (July 1, 2021 through June 30, 2022) for a revised full agreement term of July 1, 2017 through June 30, 2022, and adding \$1,130,000 for a revised total agreement amount not to exceed \$4,130,000.

PASSED AND ADOPTED on this 25th day of May 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 May 25, 2021.

Dated: May 26, 2021
File ID: A 21-175
Agenda Item No.: 18

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


Julian Lorenzana, Deputy

**AMENDMENT NO. 2
TO SERVICES AGREEMENT
BETWEEN QUEST DIAGNOSTICS, INC. AND
NATIVIDAD MEDICAL CENTER
FOR
LAB REFERENCE TESTING SERVICES**

This Amendment No. 2 to the Services Agreement (“Agreement”) which was effective on July 1, 2017 is entered into by and between the County of Monterey (hereinafter “County”), on behalf of Natividad Medical Center (hereinafter “NMC”), and Quest Diagnostics, 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 CONTRACTOR to provide lab reference testing services with a term July 1, 2017 through June 30, 2021 and a total Agreement amount not to exceed 3,000,000; and

WHEREAS, NMC and CONTRACTOR amended the Agreement on February 12, 2020 to incorporate the attached Quanam Elabs User Agreement as “Exhibit C” to the Agreement between NMC and CONTRACTOR; and

WHEREAS, NMC and CONTRACTOR currently wish to amend the Agreement to extend it for an additional one (1) year period (July 1, 2021 through June 30, 2022) for a revised full agreement of July 1, 2017 through June 30, 2022 to allow for services to continue with a \$1,130,000 increase for the added services for a total Agreement amount of \$4,130,000

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:
“The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$4,130,000”
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 July 1, 2017 through June 30, 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 Amendment No. 2 and shall continue in full force and effect as set forth in the Agreement and in Amendment No. 1.
4. A copy of this Amendment No. 2 shall be attached to the Agreement.
5. This Amendment No. 2 shall be effective when both parties have signed.

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: Dr. Gary R. Gray
Gary R. Gray, DC, CEO

Date: 6/2/21

APPROVED AS TO LEGAL PROVISIONS

By: Nancy L. Satta
Monterey County Deputy County Counsel

Date: 4/27/2021

APPROVED AS TO FISCAL PROVISIONS

By: Gary Giboney
Monterey County Deputy Auditor/Controller

Date: 4-27-2021

CONTRACTOR

Quest Diagnostics, Inc.

CONTRACTOR's Business Name

See instructions below

DocuSigned by:
Patrick Plewman
1E446B3CE9C7484
By: _____
(Signature of: Chair, President, or Vice-President)

Patrick Plewman VP & GM - West Region
Name and Title

Date: 4/2/2021 | 7:28 PM PDT

DocuSigned by:
Ali Kiboro
0BE32196C87A401
By: _____
(Signature of: Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Ali Kiboro VP Finance
Name and Title

Date: 4/6/2021 | 4:23 PM PDT

*****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).