



Monterey County Board of Supervisors

Board Order

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

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

Agreement No.: A-15959

Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute amendment No. 3 to the agreement with NeoGenomics Laboratories, Inc. for patient specimen testing services, extending the agreement an additional two (2) year period (August 1, 2022 through July 31, 2024) for a revised full agreement term of August 1, 2017 through July 31, 2024, and adding \$60,000 for a revised total agreement amount not to exceed \$160,000.

PASSED AND ADOPTED on this 26th 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 26, 2022.

Dated: August 3, 2022
File ID: A 22-399
Agenda Item No.: 30

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

Emmanuel H. Santos, Deputy

**AMENDMENT NO. 3
TO SERVICES AGREEMENT
BETWEEN NEOGENOMICS LABORATORIES, INC. AND
THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER
FOR
PATIENT SPECIMEN TESTING**

This Amendment No. 3 to the Services Agreement (“Agreement”) which was effective on August 1, 2017 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (“NMC”), and NeoGenomics Laboratories, 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 with NeoGenomics Laboratories, Inc. for patient specimen testing services with a term August 1, 2017 through July 31, 2020 and a total Agreement amount not to exceed \$25,000; and

WHEREAS, COUNTY and CONTRACTOR amended the Agreement on July 17, 2019 via Amendment No. 1 to add an additional \$75,000, thereby increasing the total Agreement amount to \$100,000 with no change to the scope of work, billing rates, or term of the Agreement August 1, 2017 through July 31, 2020, and to include a Business Associate Agreement as an attachment to this Agreement.

WHEREAS, COUNTY and CONTRACTOR amended the Agreement on April 16, 2020 via Amendment No. 2 to extend it for an additional two (2) year period (August 1, 2020 through July 31, 2022) for a revised full agreement term of August 1, 2017 through July 31, 2022 to allow for services to continue with no changes to the scope of work or changes to the agreement amount.

WHEREAS, COUNTY and CONTRACTOR currently wish to amend the Agreement via Amendment No. 3 to extend the term for an additional two (2) year period (August 1, 2022 through July 31, 2024) for a revised full agreement term of August 1, 2017 through July 31, 2024, and to add an additional \$60,000 for a total Agreement amount not to exceed \$160,000, with no change to the scope of services.

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

1. Paragraph titled, “PAYMENTS BY COUNTY” shall be amended to the following:
“COUNTY shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit B, subject to the limitations set forth in this Agreement. The total amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed the sum of \$160,000.”
2. The first sentence of Paragraph titled, “TERM OF AGREEMENT” shall be amended to the following:
“The term of this Agreement is from August 1, 2017 through July 31, 2024 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. 3 and shall continue in full force and effect as set forth in the Agreement and in Amendment No. 1 and Amendment No. 2.
4. A copy of this Amendment No. 3 shall be attached to the Agreement.
5. This Amendment No. 3 shall be effective when signed by the parties.

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. 3 on the basis set forth in this document and have executed this Amendment No. 3 on the day and year set forth herein.

**COUNTY OF MONTEREY on behalf of
NATIVIDAD MEDICAL CENTER**

By: 
Charles R. Harris, CEO

Date: 7/29/22

APPROVED AS TO LEGAL PROVISIONS

By: _____
Monterey County Deputy County Counsel

Date: _____

APPROVED AS TO FISCAL PROVISIONS

By: _____
Monterey County Deputy Auditor/Controller

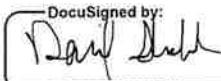
Date: _____

CONTRACTOR

NeoGenomics Laboratories, Inc.

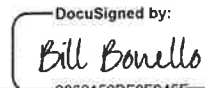
CONTRACTOR's Business Name

See instructions below

DocuSigned by:
By: 
2DA0F64950F8420...
(Signature of: Chair, President, or Vice-President)

David Sholehvar President, Clinical Services
Name and Title

Date: July 14, 2022

DocuSigned by:
By: 
2962152DF9F945F...
(Signature of: Secretary, Asst. Secretary, CFO,
Treasurer, or Asst. Treasurer)

Bill Bonello Chief Financial Officer
Name and Title

Date: July 14, 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).

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No. 3 on the basis set forth in this document and have executed this Amendment No. 3 on the day and year set forth herein.

**COUNTY OF MONTEREY on behalf of
NATIVIDAD MEDICAL CENTER**

By: 
Charles R. Harris, CEO

Date: 7/28/22

APPROVED AS TO LEGAL PROVISIONS

By: 
Monterey County Deputy County Counsel

Date: Chief Deputy County Counsel, 7/8/2022

APPROVED AS TO FISCAL PROVISIONS

By: 
Monterey County Deputy Auditor/Controller

Date: 7/11/2022

CONTRACTOR

NeoGenomics Laboratories, Inc.
CONTRACTOR's Business Name
See instructions below

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

Name and Title

Date: _____

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

Name and Title

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).