

**RENEWAL AND AMENDMENT NO. 3
TO THE SERVICES AGREEMENT
BETWEEN NATIVIDAD MEDICAL CENTER (COUNTY OF MONTEREY) AND
CERTIFIED MEDICAL TESTING
FOR
Repairs, Maintenance and Testing of Piped Medical Gas and Vacuum Systems**

This Renewal and Amendment No.3 to the County of Monterey, Natividad Medical Center (NMC) Agreement for Services is made and entered into, by and between the County of Monterey (hereinafter "County"), a political subdivision of the State of California, on behalf of Natividad Medical Center, an acute care hospital (hereinafter, "NMC"), and Certified Medical Testing (hereinafter "CONTRACTOR"); (collectively, the County, NMC and CONTRACTOR are referred to as the "Parties").

RECITALS

WHEREAS, the County of Monterey on behalf of Natividad Medical Center and Certified Medical Testing had previously entered into an Agreement for Services (hereinafter "Agreement") on July 1, 2015 to provide repair, maintenance, and testing services on NMC Piped Medical Gas and Vacuum Systems to NMC with a one year term and a total Agreement amount not to exceed \$90,000; and

WHEREAS, NMC and CONTRACTOR previously amended the agreement to add an additional \$10,000 in repairs, maintenance, and testing services for a new total Agreement amount of \$100,000; and

WHEREAS, NMC and CONTRACTOR previously amended the Agreement to update the entire Scope of Services including a modification to the Standard Publishing Service Rates due to an increase in the frequency of testing and monitoring needed for Waste Anesthesia/Glutaraldehyde Trace Gas Annual Monitoring (Annual) but with no increase to the total amount of the Agreement; and

WHEREAS, the Agreement expired on June 30, 2018; and

WHEREAS, the Parties wish to renew and amend the Agreement on the same or similar terms, beginning July 1, 2018 and to extend the term for an additional two (2) year period through June 30, 2020 for a revised full Agreement term of July 1, 2015 through June 30, 2020 to allow for services to continue with revisions to the original scope of work attached hereto as "Revised Exhibit A" as per Renewal and Amendment No. 3" and to increase the amount payable by \$77,360 for a total Agreement amount of \$ 177,360.

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

1. "TERM OF AGREEMENT" Section shall be amended to the following:
"The term of this Agreement is from July 1, 2015 through June 30, 2020 unless sooner terminated pursuant to the terms of this Agreement".

2. "PAYMENTS BY NMC" Section shall be amended to the following:
"NMC shall pay the CONTRACTOR in accordance with the payment provisions set forth in Revised Exhibit A, subject to the limitations set forth in this Agreement and in this Renewal and Amendment No. 3 and Amendment No. 2. The total amount payable by NMC to CONTRACTOR shall not exceed the sum of \$177,360."
3. "SCOPE OF SERVICES AND ADDITIONAL PROVISIONS/EXHIBITS" Section shall be amended to the following:
*"The following attached exhibits are incorporated herein by reference and constitute a part of the Agreement:
Revised Exhibit A: Scope of Services/Payment Provisions"*
4. If there is any conflict or inconsistency between the provisions of Agreement, or this Renewal and Amendment No. 3, the provisions of this Renewal and Amendment No. 3 shall govern.
5. This Renewal and Amendment is effective retroactively on July 1, 2018.

IN WITNESS WHEREOF, the Parties hereby execute this Renewal and Amendment No. 3 as follows:

NATIVIDAD MEDICAL CENTER

By: _____
Gary R. Gray, DO, CEO

Date: _____

APPROVED AS TO LEGAL PROVISIONS

By: _____
Monterey County Deputy County Counsel

Date: 10/15/18

APPROVED AS TO FISCAL PROVISIONS

By: _____
Monterey County Chief Deputy Auditor-Controller

Date: 10-15-18

CERTIFIED MEDICAL TESTING

**

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

Roland W Lamer, owner
Name and Title

Date: 10.9.18

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

Name and Title

Date: _____

****SIGNATURE 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. (2 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. (2 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. (1 signature required)

Scope of Work / Payment Provisions

to Agreement by and between NATIVIDAD MEDICAL CENTER, hereinafter referred to as "NMC" AND Certified Medical Testing, hereinafter referred to as "CONTRACTOR"

A. Description of All Services to be Rendered by CONTRACTOR:

CONTRACTOR provides engineering services to NMC related piped medical gas and vacuum systems. Annual preventative maintenance and inspections are completed at NMC per regulatory codes and standards under the NFPA 99 (National Fire Protection Association), Standard for Health Care Facilities. After an annual inspection CONTRACTOR will provide a comprehensive report identifying items that pass or fail testing. Items that fail are required to be repaired immediately. Equipment diagnostics and repairs are done by CONTRACTOR on an as-needed basis.

NMC's piped medical gas infrastructure is a highly complex engineering system. The medical gas infrastructure constantly undergoes 'wear & tear' due to corrosion, moisture, pressure stresses and mechanical damage. Furthermore, NMC's piped medical gas system's design, construction, certification, ongoing inspection, maintenance & repair and administrative requirements are standardized and follow the standard for Health Care Facilities. Annual Preventative Maintenance Inspections are performed to reduce operation costs, eliminate potential liabilities, and improve compliance performance. Service will include total infrastructure inspection from equipment that supplies gases/air/vacuum to every med gas/air/vacuum outlet throughout the NMC campus to be tested for flow leakage, labeling, and general integrity. Detailed inspection occurs with each alarm panel, zone valve, and 24 point inspection of each manifold and a 41 point inspection of each Medical Air System Source.

B. CONTRACTOR Obligations:

- 1) CONTRACTOR shall provide an Annual Medical Gas PM Inspection and any necessary repairs following inspection, which include the following but not limited to:
 - a. Outlets and Inlets:
 - Check all critical care outlets/inlets for flow, pressure, damage, and wear
 - b. Source Equipment:
 - Check Bulk Liquid reserve activation and reserve in use alarm
 - Check Liquid Level Low activation
 - Check Manifold Reserve in Use alarm and proper operation
 - Test changeover to secondary supply
 - Check All Pressure gauges for proper functionality
 - Check performance of Air Compressor
 - Check and calibrate as needed Dew Point and CO monitor
 - c. Pipeline Components:

- Check all valves for external leakage
 - Check flow of all station outlets and inlets
 - Check for leaks on all station outlets and inlets
 - Calibrate all gauges
 - Calibrate all alarm
- 2) CONTRACTOR shall provide quarterly Monitoring for Gaseous Hydrocarbons/Medical Air Compressors.
 - a. The NFPPA 99, 2012 mandates the "Monitoring of Gaseous Hydrocarbons" to ensure that no greater than 25 parts per million are present in the Medical Air being produced continuously from the facility's Medical air Compressor system. CONTRACTOR shall conduct this test and provide NMC with written certification of completion after each test at intervals equaling no greater than 3 months during a 12 month period during the term of the Agreement.
 - 3) CONTRACTOR shall provide Annual Waste Anesthesia Gas Testing services.
 - a. Real-time direct reading FT-IR equipment in combination with passive sampling equipment for breathing zone exposures to identify leaks or source areas and assess OSHA compliance for Short Term Exposure Limit (STEL) and Threshold Limit Value (TLV) exceedances for a variety of anesthetics gases.
 - 4) CONTRACTOR shall provide Annual Glutaraldehyde Trace Gas Monitoring services.
 - a. Test entire NMC system for purity, leaks and functionality.
 - 5) CONTRACTOR shall provide Semi-Annual Hood/Laminar Flow Certification.
 - a. Tests done: Air Flow Velocity; HEPA/ULPA Filter Installation Leak Test; Induction Leak Test/Backstreaming Test (when appropriate); Lighting Level (when appropriate); Noise Level (when appropriate); Vibration (when appropriate). The "when appropriate" clauses recognize the necessary testing differences between a horizontal flow clean air bench and a ceiling-hung laminar flow module that is 8 feet off the floor.
 - 6) CONTRACTOR shall provide any Medical Gas repairs as requested by NMC.
 - 7) CONTRACTOR shall ensure technicians are properly trained and credentialed to work in a hospital environment; technicians are A.S.S.E. 6020 Medical Gas Inspector certified and A.S.S.E. 6030 Medical Gas System Verifier.
 - 8) CONTRACTOR shall repair and replace parts only upon prior approval by NMC.
 - 9) Additional work outside of annual preventative maintenance will be billed separately and additionally only with NMC's prior knowledge and permission.
 - 10) CONTRACTOR shall provide a written report when necessary indicating recommendations for repairs or replacement parts when a questionable condition is discovered. Report shall address safety, reliability, and usability concerns.
 - 11) Upon completion of a 'PM' Inspection of NMC Campus, a professionally bound report will be provided by CONTRACTOR which details the existence, placement, and performance results of each component of the system. Included is a summary

listing of all the maintenance requirements. This summary enables NMC facilities management to quickly review the issues to be addressed.

- 12) CONTRACTOR shall provide NMC written quotes for the maintenance services or repairs of piped medical gas infrastructure. Maintenance services and repairs shall be permitted to be performed under this Agreement only if authorized in writing by NMC prior to services being provided and only if the repair is less than the sum of \$4,000, inclusive of the estimate costs of materials or supplies, and is not a public work requiring compliance with the bidding requirements of the Monterey County Code and the California Public Contracts Code. The total liability for maintenance services and repairs of one or more systems under this Agreement shall be performed on a time and materials basis at the hourly rates shown in this Agreement.

C. Prevailing Wage Requirements for maintenance and repairs

- 1) This Agreement involves the provision of repair work done under contract and paid for in whole or in part out of public funds. Accordingly CONTRACTOR shall comply with provisions of the Labor Code (Sections 1720, et seq.) governing public works, including payment of prevailing wages, payroll records and employment of apprentices. Copies of the determination of the general prevailing rate of per diem wages are available to interested parties at: <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>
- 2) DIR Registration: During the entire term of this Agreement CONTRACTOR shall be registered with the California Department of Industrial Relations as a Public Works Contractor pursuant to Division 2, Part 7, Chapter 1, commencing with section 1720 of the California Labor Code. CONTRACTOR shall also fully comply with all SB 854 requirements.
- 3) Posting of Prevailing Wages at Job Site: CONTRACTOR and NMC agree that CONTRACTOR shall be responsible for posting a copy of the determination of the prevailing wage rate of per diem wages at each job site for which CONTRACTOR provides services under this agreement to remain compliant with California Labor Code 1773.2.

D. Payment Provisions/Fees

- 1) CONTRACTOR to submit invoices only upon completion of deliverables which have been approved by NMC in advance.
- 2) NMC may, in its sole discretion, terminate the contract or withhold payments claimed by the CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.
- 3) CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.
- 4) No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by NMC.
- 5) NMC shall not pay any claims for payment of services submitted more than twelve (12) months after the calendar month in which the services were completed.

REVISED EXHIBIT A: Scope of Services/Payment Provisions per Renewal and Amendment No. 3

- 6) Parts provision rates based upon standard national market value.
- 7) There shall be no travel reimbursement under this Agreement.
- 8) 10) CONTRACTOR's compensation for services rendered shall be based on the following rates:

Cost Estimate: Standard Published Service Rates

Services	Cost	Estimated amount of usage	Total Increase
Minimum Field Service Fee:	\$ 510.00	20	\$ 10,200.00
Hourly Fee: Technical Field Service (per technician and after first four hours)	\$ 95.00	80	\$ 7,600.00
Quarterly Monitoring for Gaseous Hydrocarbons/Medical Air Compressors	\$ 250.00	8	\$ 2,000.00
Natividad Medical Center (Specific Fees):			
Medical Gas Annual PM Inspection	\$ 3,080.00	2	\$ 6,160.00
Waste Anesthesia/Glutaraldehyde Trace Gas Annual Monitoring (Semi-Annual)	\$ 2,350.00	4	\$ 9,400.
Quarterly Hood/Laminar Flow Certification (1st and 3rd Quarter) USP Standard*	\$ 2,250.00	4	\$ 9,000.00
*Bio Hood & Laminar Flow Bench, Clean & Ante Room, Variable Particle Sampling			
Quarterly Hood/Laminar Flow Certification (2nd and 4th Quarter) USP Standard**	\$ 2,000.00	4	\$ 8,000.00
**Variable Particle Sampling, Clean & Ante Room			
Estimated Parts Cost			
Parts Not Covered (\$15k per year)			\$30,00.00
Total Agreement Increase Amount			\$ 77,360.00
Total Agreement with increase from above			\$177,360.00

Certified Medical Testing Parts Examples:

- All soft parts including "O" rings and "Seals" used during the repair or replacement of any medical gas station outlet, vacuum station inlet, or any other device that is removable from the piped medical gas system shall be included within the parameters of the technical labor cost associated with any individual project.