



COUNTY OF MONTEREY - BOARD OF SUPERVISORS

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File #:	A 13-193	Name:	Certified Medical Testing Renewal & Amendment #4
Type:	BoS Agreement	Status:	Consent Agenda
File created:	7/17/2013	In control:	Board of Supervisors
On agenda:	8/27/2013	Final action:	

Title: Authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute Renewal and Amendment No. 4 to the Agreement (A-12060) with Certified Medical Testing for Repair, Maintenance and Testing of Medical Gas System Services at NMC, extending the Agreement to June 30, 2014 and adding \$20,000 for a revised total Agreement amount not to exceed \$150,000 in the aggregate.

Sponsors: Sid Cato

Attachments: 1. Certified Medical Testing Renewal & Amendment #4, 2. Certified Medical Testing Spend Sheet, 3. Completed Board Order

History (0) Text

Title

Authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute Renewal and Amendment No. 4 to the Agreement (A-12060) with Certified Medical Testing for Repair, Maintenance and Testing of Medical Gas System Services at NMC, extending the Agreement to June 30, 2014 and adding \$20,000 for a revised total Agreement amount not to exceed \$150,000 in the aggregate.

report

RECOMMENDATION:

It is recommended the Board of Supervisors authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute Renewal and Amendment No. 4 to the Agreement (A-12060) with Certified Medical Testing for Repair, Maintenance and Testing of Medical Gas System Services at NMC, extending the Agreement to June 30, 2014 and adding \$20,000 for a revised total Agreement amount not to exceed \$150,000 in the aggregate.

SUMMARY/DISCUSSION:

Certified Medical Testing possesses the certification and expertise for fume hood and chemotherapy hood certification, waste anesthesia gas and glutaraldehyde monitoring, radiation badge monitoring, anesthetizing location air change measurement, and maintenance and testing on medical oxygen, medical air, nitrous oxide, nitrogen, and medical vacuum systems. Maintenance, testing, and repairs are required by the Joint Commission and the National Fire Protection Association.

OTHER AGENCY INVOLVEMENT:

County Counsel has reviewed and approved this Renewal and Amendment No. 4 as to legal form and risk provisions. Auditor-Controller has reviewed and approved this Renewal and Amendment No. 4 as to fiscal provisions. The Renewal and Amendment No. 4 has also been reviewed and approved by Natividad Medical Center's Board of Trustees.

FINANCING:

The cost for this Renewal and Amendment No. 4 is \$20,000 and is included in the Fiscal Year 2013/2014 Adopted Budget. There is no impact to the General Fund.

Prepared by: James Kari, Hospital Director of Engineering and Safety, 783-2602
Approved by: Harry Weis, Chief Executive Officer, 783-2553

Attachments: Renewal and Amendment No. 4, Original Agreement, Amendments 1, 2, and 3, Spend Sheet
Attachments on file with the Clerk to the Boards Office



Monterey County

166 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

Board Order

Agreement No.: A-12060

Upon motion of Supervisor Salinas, seconded by Supervisor Parker and carried by those members present, the Board of Supervisors hereby:

Authorized the Purchasing Manager for Natividad Medical Center (NMC) to execute Renewal and Amendment No. 4 to the Agreement (A-12060) with Certified Medical Testing for Repair, Maintenance and Testing of Medical Gas System Services at NMC, extending the Agreement to June 30, 2014 and adding \$20,000 for a revised total Agreement amount not to exceed \$150,000 in the aggregate.

PASSED AND ADOPTED on this 27th day of August 2013, by the following vote, to wit:

AYES: Supervisors Armenta, Calcagno, Salinas and Parker


NOES: None

ABSENT: Supervisor Potter

I, Gail T. Borkowski, 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 76 for the meeting on August 27, 2013.

Dated: September 3, 2013
File Number: A 13-193

Gail T. Borkowski, Clerk of the Board of Supervisors
County of Monterey, State of California

By 
Deputy

**RENEWAL AND AMENDMENT NO. 4
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN Certified Medical Testing AND
THE NATIVIDAD MEDICAL CENTER
FOR**

**Provide Repairs, Maintenance and Testing of Medical Gas Systems, Perform Waste Anesthesia
Trace Gas Monitoring and other Testing and Certifications**

This Renewal and Amendment No. 4 to Professional Services Agreement ("Agreement"), dated July 1, 2009, is entered into by and between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Certified Medical Testing (Contractor), with respect to the following:

RECITALS

WHEREAS, the County and Contractor amended the Agreement previously on July 1, 2010 via Amendment No. 1, on July 1, 2011 via Amendment No. 2, and on July 1, 2012 via Amendment No.3; and

WHEREAS, the County and Contractor wish to amend the Agreement to extend the term end date to allow for existing services to continue; and

WHEREAS, the County and Contractor wish to amend the Agreement to increase the amount of the Agreement by \$20,000 because of the term extension and the amount payable for services rendered.

AGREEMENT

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

1. Contractor will continue to provide NMC with the same scope of services as stated in the original Agreement (No. MYA653).
2. Section 1. "PAYMENTS BY NMC" shall be amended by removing, "*The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$40,000.*" and replacing it with "*The total amount payable by County to CONTRACTOR under Agreement No. (MYA653) shall not exceed the total sum of \$150,000 for the full term of the Agreement*".
3. Section 2. "TERM OF AGREEMENT" shall be amended by removing, "*The term of this Agreement is from January 1, 2009 to June 30, 2010 unless sooner terminated pursuant to this Agreement*" and replacing it with "*The term of this Agreement is January 1, 2009 to June 30, 2014 unless sooner terminated pursuant to this Agreement*".
4. Except as provided herein, all remaining terms, conditions and provisions of the Agreement and Amendment Nos.1, 2, and 3 are unchanged and unaffected by this Renewal and Amendment No. 4 and shall continue in full force and effect as set forth in the Agreement.
5. A copy of this Renewal and Amendment No. 4 and all previous amendments shall be attached to the original Agreement (No. MYA653).
6. The effective date of this Renewal and Amendment No. 4 is July 1, 2013.

IN WITNESS WHEREOF, the parties hereto are in agreement with this Amendment on the basis set forth in this document and have executed this Amendment on the day and year set forth herein.

Natividad Medical Center

By: [Signature]
Sid Cato, NMC Contracts Manager

Date: 9-3-13

By: [Signature]
Harry Weis, NMC Chief Executive Officer

Date: 7/23/13

APPROVED AS TO LEGAL PROVISIONS

By: [Signature]
Anne Brauer
Monterey County, Deputy County Counsel

Date: May 1, 2013

APPROVED AS TO FISCAL PROVISIONS

By: [Signature]
Gary Giboney
Monterey County Auditor/Controller's Office

Date: 5-1-13

Contractor

Certified Medical Testing
Contractor's Business Name*** (see instructions)

[Signature]
Signature of Chair, President, or Vice-President

Roland W. Lamer, Owner
Name and Title

Date: 4-16-13

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

Name and Title

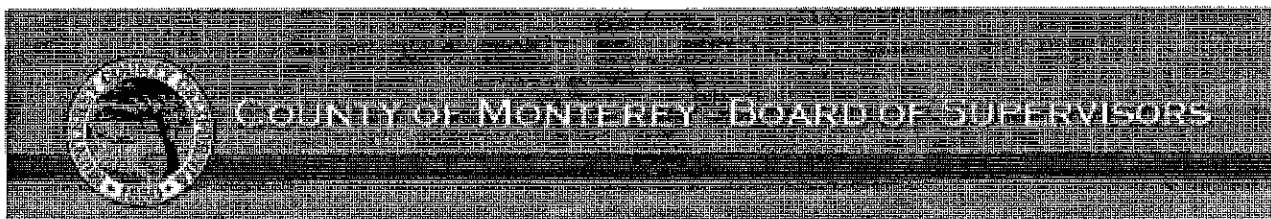
Date: _____

***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 and individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement (one signature required)



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File #:	A 12-084	Name:	Certified Medical Testing Amendment #3
Type:	BoS Agreement	Status:	Passed
File created:	5/13/2012	In control:	Board of Supervisors
On agenda:	6/12/2012	Final action:	6/12/2012

Title: Authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment No. 3 to the Agreement (A-12060) with Certified Medical Testing for Repair, Maintenance and Testing of Medical Gas System Services at NMC, extending the Agreement to June 30, 2013 and adding \$30,000 for a revised total Agreement amount not to exceed \$130,000 in the aggregate.

Attachments: 1. [Certified Medical Testing](#), 2. [Completed Board Order Item 54](#)

[History \(1\)](#)
 [Text](#)

Title

Authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment No. 3 to the Agreement (A-12060) with Certified Medical Testing for Repair, Maintenance and Testing of Medical Gas System Services at NMC, extending the Agreement to June 30, 2013 and adding \$30,000 for a revised total Agreement amount not to exceed \$130,000 in the aggregate.

Body

RECOMMENDATION:

It is recommended the Board of Supervisors authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment No. 3 to the Agreement (A-12060) with Certified Medical Testing for Repair, Maintenance and Testing of Medical Gas System Services at NMC, extending the Agreement to June 30, 2013 and adding \$30,000 for a revised total Agreement amount not to exceed \$130,000 in the aggregate.

SUMMARY/DISCUSSION:

Certified Medical Testing possesses the certification and expertise for fume hood and chemotherapy hood certification, waste anesthesia gas and glutaraldehyde monitoring, radiation badge monitoring, anesthetizing location air change measurement, and maintenance and testing on medical oxygen, medical air, nitrous oxide, nitrogen, and medical vacuum systems. Maintenance, testing, and monitoring are required by the Joint Commission and the National Fire Protection Association.

OTHER AGENCY INVOLVEMENT:

County Counsel has reviewed and approved this Amendment as to legal form and risk provisions. Auditor-Controller has reviewed and approved this Amendment as to fiscal provisions. The Amendment has also been reviewed and approved by Natividad Medical Center's Board of Trustees.

FINANCING:

The cost for this Amendment is \$30,000 and is included in the Fiscal Year 2012/2013 Recommended Budget. There is no impact to the General Fund.

Prepared by: James Kari, Engineering Director, 783-2602

Approved by: Harry Weis, Chief Executive Officer, 783-2553

Attachments: Agreement, Amendments 1, 2 and 3.



Monterey County

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

Board Order

Agreement No. A-12060

Upon motion of Supervisor Salinas, seconded by Supervisor Armenta, and carried by those members present, the Board of Supervisors hereby:

Authorized the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment No. 3 to the Agreement (A-12060) with Certified Medical Testing for Repair, Maintenance and Testing of Medical Gas System Services at NMC, extending the Agreement to June 30, 2013 and adding \$30,000 for a revised total Agreement amount not to exceed \$130,000 in the aggregate.

PASSED AND ADOPTED on this 12th day of June 2012, by the following vote, to-wit:

AYES: Supervisors Armenta, Calcagno, Salinas, Parker, and Potter

NOES: None

ABSENT: None

I, Gail T. Borkowski, 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 76 for the meeting on June 12, 2012.

Dated: July 27, 2012
File Number: A 12-084

Gail T. Borkowski, Clerk of the Board of Supervisors
County of Monterey, State of California

By Danise Harasck
Deputy

**AMENDMENT NO. 3
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN Certified Medical Testing AND
THE NATIVIDAD MEDICAL CENTER
FOR**

**Provide Repairs, Maintenance and Testing of Medical Gas Systems. Perform Waste Anesthesia Trace Gas
Monitoring**

This Amendment No. 3 to Professional Services Agreement ("Agreement"), dated July 1, 2009, is entered into by and between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Certified Medical Testing (Contractor), with respect to the following:

RECITALS

WHEREAS, the County and Contractor amended the Agreement previously on July 1, 2010 via Amendment No. 1 and on July 1, 2011 via Amendment No. 2.

WHEREAS, the County and Contractor wish to amend the Agreement to extend the term end date to allow for existing services to continue.

WHEREAS, the County and Contractor wish to amend the Agreement to increase the amount of the Agreement because of the term extension.

AGREEMENT

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

1. Contractor will continue to provide NMC with the same scope of services as stated in the original Agreement (No.SC1881).
2. Section 2. , "PAYMENTS BY NMC" shall be amended by removing, "*The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$40,000.00.*" and replacing it with "*The total amount payable by County to CONTRACTOR under Agreement No. (SC1881) shall not exceed the total sum of \$130,000.00 for the full term of the Agreement.*"
3. Section 3. , "TERM OF AGREEMENT" shall be amended by removing, "*The term of this Agreement is from July 1, 2009 to June 30, 2010 unless sooner terminated pursuant to this Agreement*" and replacing it with "*The term of this Agreement is from July 1, 2009 to June 30, 2013 unless sooner terminated pursuant to this Agreement.*"
4. Exhibit A to the Agreement is replaced with **Amendment-3 to Exhibit A**, attached to this Amendment. All references in the Agreement to Exhibit A shall be construed to refer to **Amendment-3 to Exhibit A**.
5. Except as provided herein, all remaining terms, conditions and provisions of the Agreement and Amendment Nos. 1 and 2 are unchanged and unaffected by this Amendment and shall continue in full force and effect as set forth in the Agreement.
5. A copy of this Amendment and all previous amendments shall be attached to the original Agreement (No.SC1881).
6. The effective date of this Amendment is July 1, 2012.

IN WITNESS WHEREOF, the parties hereto are in agreement with this Amendment on the basis set forth in this document and have executed this Amendment on the day and year set forth herein.

CONTRACTOR (Certified Medical Testing)
Signature 1 Roland W Lamer Dated 5-2-12
Printed Name Roland W Lamer Title Owner
Signature 2 _____ Dated _____
Printed Name _____ Title _____

***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. 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. If CONTRACTOR is contracting in and individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement.

NATIVIDAD MEDICAL CENTER
Signature [Signature] Dated 7-1-12
Purchasing Manager
Signature [Signature] Dated 5/1/12
NMC - CEO

Approved as to Legality and Legal Form:
Charles J. McKeo, County Counsel
By [Signature]
Stacy Saetta, Deputy
Attorneys for County and NMC

Reviewed as to fiscal provisions
[Signature]
Auditor-Controller
County of Monterey

Dated: 5/10, 2012

5-11-12

CERTIFIED

7600 N. INGRAM AVENUE, SUITE 234

MEDICAL

FRESNO, CALIFORNIA 93711

TESTING

800 243-5427

**Standard Published Service Rates
(2012)**

- **Minimum Field Service Fee: \$51.00**
- **Hourly Fee: Technical Field Service (per technician) - \$95.00
(after the first four hours)**
- **Gas Chromatograph testing analysis is \$175.00 per sample.**
- **Parts provision rates based upon standard national market value.**
- **All service arrangements between Certified Medical Testing and its clientele are based upon the specific rates published here.**

Natividad Medical Center (Specific Fees):

- Medical Gas Annual PM Inspection - \$3,080.00**
- Waste Anesthesia/Glutaraldehyde Trace Gas Monitoring - \$2,350.00**
- Hood / Laminar Flow Certification - \$2,350.00**

**Roland W. Lamer, Owner
Certified Medical Testing
NITC Certification # 00012107
(ASSE 6010, 6020, 6030, 6050)**

**RENEWAL AMENDMENT NO. 2
FOR PROFESSIONAL SERVICE AGREEMENT
BETWEEN Certified Medical Testing AND
THE NATIVIDAD MEDICAL CENTER
FOR**

**Provide Repairs, Maintenance and Testing of Medical Gas System, Perform Waste Anesthesia Trace Gas Monitoring
and other testing and certifications for NMC**

The parties to Professional Service Agreement, dated July 01, 2009 between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Certified Medical Testing (Contractor), hereby agree to renew their Agreement No. (SC 0872) on the following terms and conditions:

1. Contractor will continue to provide NMC with the same scope of service as stated in the original Agreement No. (SC 0872).
2. This Amendment shall become effective on July 01, 2011 and shall continue in full force until June 30, 2012.
3. The total amount payable by County to Contractor under Agreement No. ((SC 0872) shall not exceed the total sum of \$100,000 for the full term of the Agreement and \$ 30,000 for fiscal year 2010-2012.
4. All other terms and conditions of the Agreement shall continue in full force and effect.
5. A copy of this Amendment shall be attached to the original Agreement No (SC 0872)

IN WITNESS WHEREOF, the parties hereto are in agreement with this Amendment and Professional Service Agreement on the basis set forth in this document and have executed this amendment on the day and year set forth herein.

CONTRACTOR

Signature Gail M. Lamer Dated 3/17/11
 Printed Name Gail M. Lamer Title Manager

NATIVIDAD MEDICAL CENTER

Signature [Signature] Dated 5/13/11
 Purchasing Manager
 Signature [Signature] Dated 3/24/11
 NMC - CEO

Approved as to Legal Form:
Charles J. McKee, County Counsel

By Stacy Saetta
Stacy Saetta, Deputy
Attorneys for County and NMC

Reviewed as to fiscal provisions
 Dated: 3/31, 2011
 Auditor-Controller
 County of Monterey 4411

**RENEWAL AMENDMENT NO. 1
FOR PROFESSIONAL SERVICE AGREEMENT
BETWEEN Certified Medical Testing AND
THE COUNTY OF MONTEREY**

FOR

Provide Repairs, Maintenance and Testing of Medical Gas System, Perform Waste Anesthesia Trace Gas Monitoring and other testing and certifications for NMC

The parties to Professional Service Agreement, dated July 01, 2009 between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Certified Medical Testing (Contractor), hereby agree to renew their Agreement No. (BPO 1179) on the following amended terms and conditions:

1. Contractor will continue to provide NMC with the same scope of service as stated in the original Agreement No. (BPO 1179).
2. This Renewal Amendment shall become effective on July 01, 2010 and shall continue in full force and extending the term date until June 30, 2011.
3. The total amount payable by County to Contractor under Agreement No. (BPO 1179) shall not exceed the total sum of \$70,000.00 for the full term of the Agreement and \$30,000.00 for fiscal year 2010-2011.
4. All other terms and conditions of the Agreement shall continue in full force and effect.
5. A copy of this Amendment shall be attached to the original Agreement No. (BPO 1179).

IN WITNESS WHEREOF, the parties hereto are in agreement with this Amendment and Professional Service Agreement on the basis set forth in this document and have executed this amendment on the day and year set forth herein.

CONTRACTOR

Signature Roland W. Lamer Dated 04-30-10
 Printed Name Roland W. Lamer Title Owner

COUNTY OF MONTEREY

Signature [Signature] Dated 6-2-10
 Purchasing Manager
 Signature [Signature] Dated 4/2/10
 NMC - CEO

Approved as to Legal Form:
Charles J. McKee, County Counsel

By [Signature]
William L. Deputy
Attorneys for County and NMC

Reviewed as to fiscal provisions Dated: May 6, 2010
[Signature]
 Auditor/Controller
 County of Monterey 5-7-10

Natividad MEDICAL CENTER

COUNTY OF MONTEREY AGREEMENT FOR PROFESSIONAL SERVICES
(NOT TO EXCEED \$100,000)

This Professional Services Agreement (hereinafter "Agreement") is made by and between Natividad Medical Center ("NMC"), a general acute care teaching hospital wholly owned and operated by the County of Monterey, which is a political subdivision of the State of California and Certified Medical Testing hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

SERVICES TO BE PROVIDED. NMC hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in Exhibit A in conformity with the terms of the Agreement. The services are generally described as follows: Provide Repairs, Maintenance and Testing of Medical Gas System, Perform Waste Anesthesia Trace Gas Monitoring, Glutaraldehyde Surveys Hood Certification and Laminar Flow Room Certifications for NMC.

1. **PAYMENTS BY NMC.** NMC shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$40,000.00

2. **TERM OF AGREEMENT.** The term of this Agreement is from Jan 1, 2009 to Jun 30, 2010 unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and NMC and with NMC signing last and CONTRACTOR may not commence work before NMC signs this Agreement.

3. **ADDITIONAL PROVISIONS/EXHIBITS.** The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A/Schedule A: Scope of Services/Payment Provisions

4. **PERFORMANCE STANDARDS.**

4.1. CONTRACTOR warrants that CONTRACTOR and Contractor's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of NMC, or immediate family of an employee of NMC.

4.2. CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

4.3. CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use NMC premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

5. PAYMENT CONDITIONS.

5.1. CONTRACTOR shall submit to the Contract Administrator an invoice on a form acceptable to NMC. If not otherwise specified, the CONTRACTOR may submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for Administrator or his or her designee shall certify the invoice, either in the requested amount or in such other amount as NMC approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

5.2. CONTRACTOR shall not receive reimbursement for travel expenses unless set forth in this Agreement.

6. TERMINATION.

6.1. During the term of this Agreement, NMC may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

6.2. NMC may cancel and terminate this Agreement for good cause effective immediately upon written notice to Contractor. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If NMC terminates this Agreement for good cause, NMC may be relieved of the payment of any consideration to Contractor, and NMC may proceed with the work in any manner, which NMC deems proper. The cost to NMC shall be deducted from any sum due the CONTRACTOR under this Agreement.

7. INDEMNIFICATION: CONTRACTOR shall indemnify, defend and hold harmless NMC and the County of Monterey (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by CONTRACTOR and/or its agent, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by NMC. It is the intent of the parties to this Agreement to provide the broadest possible coverage for NMC. The CONTRACTOR shall reimburse NMC for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the CONTRACTOR is obligated to indemnify, defend and hold harmless NMC and the County under this Agreement.

8. INSURANCE.

8.1. Evidence of Coverage:

Prior to commencement of this Agreement, the CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements

executed by the insurance carrier shall accompany the certificate. In addition, the CONTRACTOR upon request shall provide a certified copy of the policy or policies.

Executed by the insurance carrier shall accompany the certificate. In addition, the CONTRACTOR upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to NMC's Contracts/Purchasing Department, unless otherwise directed. The CONTRACTOR shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and NMC has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

8.2. Qualifying Insurers: All coverage's except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less that A-VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by NMC's Contracts/Purchasing Director.

8.3. Insurance Coverage Requirements: Without limiting Contractor's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

Exemption/Modification (Justification attached; subject to approval).

Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.

Exemption/Modification (Justification attached; subject to approval).

Workers' Compensation Insurance, If CONTRACTOR employs other in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

Exemption/Modification (Justification attached; subject to approval).

Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

Exemption/Modification (Justification attached; subject to approval).

8.4. Other Insurance Requirements:

All insurance required by this Agreement shall be with a company acceptable to NMC and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that NMC shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insured with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional insureds with respect to liability arising out of the Contractor's work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the Contractor's insurance. The required endorsement from for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2006). The required endorsement from for Automobile Additional Insured Endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by NMC, CONTRACTOR shall file certificates of insurance with NMC's Contracts/Purchasing Department, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by NMC, annual certificates to NMC's Contracts/Purchasing Department. If the certificate is not received by the expiration date, NMC shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles NMC, at its sole discretion, to terminate the Agreement immediately.

9. RECORDS AND CONFIDENTIALITY.

9.1. Confidentiality, CONTRACTOR and its officers, employees, agents and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from NMC or prepared in connection with the performance of this Agreement, unless NMC specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to NMC any and all requests for disclosure of any such

confidential records or information, CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out Contractor's obligations under this Agreement.

- 9.2. NMC Records . When this Agreement expires or terminates, CONTRACTOR shall return to NMC and NMC records which CONTRACTOR used or received from NMC to perform services under this Agreement.
- 9.3. Maintenance of Records . CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.
- 9.4. Access to and Audit of Records . NMC shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of NMC or as part of any audit of NMC, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 9.5. Royalties and Inventions . NMC shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize other to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of NMC.
10. **NON-DISCRIMINATION**. During the performance of this Agreement, Contractor, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in Contractor's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, full comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.
11. **COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANT**. If this Agreement has been or will be funded with monies received by NMC pursuant to a contract with the state or federal government in which NMC is the grantee, CONTRACTOR will comply with all the provisions of said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, NMC will deliver a copy of said contract to Contractor, at no cost to Contractor.
12. **INDEPENDENT CONTRACTOR**. In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent CONTRACTOR and not as an employee of NMC. No offer or obligation of permanent employment with NMC or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled

by virtue of this Agreement to receive from NMC any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for an obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of Contractor's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold NMC and the County of Monterey harmless from any and all liability, which NMC may incur because of Contractor's failure to pay such taxes.

13. **NOTICES.** Notices required under this Agreement shall be delivered personally or by first-class, postage per-paid mail to NMC and Contractor's contract administrators at the addresses listed below.

<p>FOR NATIVIDAD MEDICAL CENTER: Contracts/Purchasing Manager</p> <hr/> <p style="text-align: center;">Name</p> <hr/> <p>1441 Constitution Blvd. Salinas, CA. 93906</p> <hr/> <p style="text-align: center;">Address</p> <hr/> <p style="text-align: center;">831.755.4111</p> <hr/> <p style="text-align: center;">Phone</p>	<p style="text-align: center;">FOR CONTRACTOR:</p> <p style="text-align: center;"><i>Certified Medical Testing</i></p> <hr/> <p style="text-align: center;">Name and Title</p> <hr/> <p style="text-align: center;"><i>377 W. Fallbrook Ave. Ste 208 Fresno CA 93711</i></p> <hr/> <p style="text-align: center;">Address</p> <hr/> <p style="text-align: center;"><i>800-243-5427</i></p> <hr/> <p style="text-align: center;">Phone</p>
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14. **MISCELLANEOUS PROVISIONS.**

- 14.1. Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.
- 14.2. Amendment. This Agreement may be amended or modified only by an instrument in writing signed by NMC and the Contractor.
- 14.3. Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by NMC and the Contractor. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 14.4. Contractor. The term "Contractor" as used in this Agreement includes Contractor's officers, agents, and employees acting on Contractor's behalf in the performance of this Agreement.
- 14.5. Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 14.6. Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of NMC. None of the services covered by this Agreement shall be subcontracted without the prior written approval of

NMC. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

- 14.7. Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of NMC and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 14.8. Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 14.9. Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 14.10. Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.
- 14.11. Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 14.12. Non-exclusive Agreement. This Agreement is non-exclusive and both NMC and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 14.13. Construction of Agreement. NMC and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 14.14. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 14.15. Integration. This Agreement, including the exhibits, represents the entire Agreement between NMC and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between NMC and CONTRACTOR as of the effective date of this Agreement, which is the date that NMC signs the Agreement.
- 14.16. Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

**Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9.

NATIVIDAD MEDICAL CENTER

By: [Signature]
Contracts/Purchasing Director

Date: 2/27/09

By: [Signature]
Department Head (if applicable)

Date: 2/27/09

By: [Signature] WILLIAM M. LITT.
NMC/County Counsel

Date: _____

Approved as to Fiscal Provisions *
By: [Signature]
Auditor/Controller

Date: 2-27-09

Approved as to Risk Provisions**
By: _____
Risk Manager

Date: _____

*Approval by Auditor/Controller is necessary only if changes are made to paragraph 6 or if changes are made in paragraph 2 by amendment.

CONTRACTOR

CERTIFIED MEDICAL TESTING

Contractor's Business Name***

[Signature]
Signature of Chair, President, or Vice-President

Roland W. Lamer, owner
Name and Title

Date: 1-8-09

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. 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. 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.

CERTIFIED
MEDICAL
TESTING

377 W. Fallbrook Avenue., Ste. 208

FRESNO, CALIFORNIA 93711

800 243-5427

2009 Standard Published Service Rates

- Hourly Fee: Technical Field Service: **\$95.00**
- Minimum Field Service Fee: **\$450.00**
- Gas Chromatograph Testing Analysis: **\$150.00 Per Sample**
- Parts Provision Rates Based Upon Standard National Market Value
- All service arrangements between Certified Medical Testing and its' Clientele are based upon the specific rates published here.

Natividad Medical Center – Specific Rates

- Annual Preventative Maintenance Inspection of the Medical Gas Systems: **\$3,080.00**
- Annual Employee Exposure Testing (Waste Anesthesia Gases, Glutaraldehyde TWA Testing and Hood and Laminar Flow Inspections): **\$2,350.00**

***All rates listed herein are guaranteed for the length of the contract.**


Roland W. Lamer, Owner
Certified Medical Testing



CERTIFICATE OF LIABILITY INSURANCE

OP ID: TS

DATE (MM/DD/YYYY)

04/15/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER ISU/MVP Ins Agency - Clovis 1635 Shaw Ave. Clovis, CA 93611 Bruce E. Begble		CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: CERTI-1		FAX (A/C, No): 	
INSURED Certified Medical Testing 7600 N Ingram Ave Ste 234 Fresno, CA 93711		INSURER(S) AFFORDING COVERAGE		NAIC #	
		INSURER A: Employers Ins. Group		11512	
		INSURER B: Massachusetts Bay Insurance Co		22306	
		INSURER C: Massachusetts Bay Insurance Co		22306	
		INSURER D:			
		INSURER E:			
		INSURER F:			

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	GENERAL LIABILITY	X	ZDF-9286439-02	10/01/2013	10/01/2014	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000	
	AUTOMOBILE LIABILITY	X	ZDF-9286439-02	10/01/2013	10/01/2014	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS					BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$ \$ \$	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DEDUCTIBLE RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	EIG 1421682-02	02/23/2014	02/23/2015	<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liab		ZDF-9286439-02	10/01/2013	10/01/2014	Included	in GL

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 "The County of Monterey, its Officers, Agents and Employees" are hereby named as an additional insured as respects to their interest in this policy. These policies listed above are written as "primary & non-contributory".

CERTIFICATE HOLDER**CANCELLATION**

NATIV-C

NATIVIDAD MEDICAL CENTER
 1441 CONSTITUTION BLVD
 SALINAS, CA 93906

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2009 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**COMMERCIAL GENERAL LIABILITY SPECIAL BROADENING
ENDORSEMENT - HEALTHCARE**

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SUMMARY OF COVERAGES

1. Additional Insured by Contract, Agreement or Permit	Included
2. Additional Insured - Broad Form Vendors	Included
3. Bodily Injury Redefined	Included
4. Broad Form Property Damage - Borrowed Equipment, Customers Goods & Use of Elevators	Included
5. Innocent Party Defense Coverage for Employees	\$ 25,000
6. Extended Property Damage	Included
7. Knowledge of Occurrence	Included
8. Liberalization Clause	Included
9. Mobile Equipment Redefined	Included
10. Newly Acquired or Formed Organizations - Covered until end of policy period	Included
11. Non-owned Watercraft	51 ft.
12. Personal Injury - Abuse of Process	Included
13. Property Damage Legal Liability (Fire, Lightning, Explosion, Smoke or Leakage Damage)	
Base Limit	\$ 500,000
Limit When Required by Lease Contract	Up to \$1,000,000
14. Supplementary Payments Increased Limits	
- Bail Bonds	\$ 2,500
- Loss of Earnings	\$ 500
15. Unintentional Failure to Disclose Hazards	Included
16. Unintentional Failure to Notify	Included

This endorsement amends coverages provided under the Commercial General Liability Coverage Form through new coverages, higher limits and broader coverage grants.

1. Additional Insured by Contract, Agreement or Permit

SECTION II - WHO IS AN INSURED is amended to include as an additional insured any person or organization for whom you are performing operations, when you and such person or organization have agreed in writing in a contract, agreement or permit that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

but only with respect to:

- c. "Your work" for the additional insured(s) at the location designated in the contract, agreement or permit; or
- d. Premises you own, rent, lease, control or occupy.

This insurance applies on a primary basis if that is required by the written contract, written agreement or permit.

This provision does not apply:

- e. Unless the written contract or written agreement has been executed or permit has been issued prior to the "bodily injury", "property damage", or "personal and advertising injury";
- f. To any person or organization included as an

insured by an endorsement issued by us and made part of this Coverage Part;

- g. To any person or organization included as an insured under item 2. of this endorsement;
- h. To any lessor of equipment:
 - (1) After the equipment lease expires; or
 - (2) If the "bodily injury", "property damage", or "personal and advertising injury" arises out of sole negligence of the lessor;
- i. To any:
 - (1) Owners or other interests from whom land has been leased which takes place after the lease for the land expires; or
 - (2) Managers or lessors of premises if:
 - (a) The occurrence takes place after you cease to be a tenant in that premises; or
 - (b) The "bodily injury", "property damage", or "personal and advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor; or
- j. To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.
- k. This insurance does not apply to any insured person or organization if the loss, cost, injury or damage is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.

Additional insured coverage provided by this provision will not be broader than coverage provided to any other insured.

2. Additional Insured - Broad Form Vendors

The following is added to SECTION II - WHO IS AN INSURED, Paragraph 2.:

- e. Any person or organization with whom you agreed because of a written contract or written agreement to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:
 - (1) The insurance afforded the vendor does not apply to:
 - (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not

apply to liability for damages that the insured would have in the absence of the contract or agreement;

- (b) Any express warranty unauthorized by you;
 - (c) Any physical or chemical change in the product made intentionally by the vendor;
 - (d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instruction from the manufacturer, and then repackaged in the original container;
 - (e) Any failure to make such inspection, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the sale of the product;
 - (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any thing or substance by or for the vendor.
- (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- (3) This insurance does not apply to any insured person or organization if the loss, cost, injury or damage is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.

Additional insured coverage provided by this provision will not be broader than coverage provided to any other insured.

3. Bodily Injury Redefined

SECTION V - DEFINITIONS, Paragraph 3. is replaced by the following:

- 3. "Bodily injury" means bodily injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death resulting from "bodily injury", sickness or disease.

4. Broad Form Property Damage - Borrowed Equipment, Customers Goods, Use of Elevators

a. Under **SECTION I - COVERAGE A, Paragraph 2. Exclusion J.** is amended as follows:

Paragraph (4) does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.

Paragraphs (3), (4) and (6) do not apply to "property damage" to "customers goods" while on your premises nor do they apply to the use of elevators at premises you own, rent, lease or occupy.

b. The following is added to **SECTION V - DEFINITIONS:**

"Customers goods" means property of your customer on your premises for the purpose of being:

(1) Worked on; or

(2) Used in your manufacturing process.

c. The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent or on any other basis.

5. Innocent Party Defense Coverage for Employee

The following is added to **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B:**

3. At your request, we will reimburse you for the sums that you voluntarily pay to an "employee" of yours for the reasonable and necessary defense costs incurred by that employee to defend criminal charges brought against that employee, but this Supplementary Payment only applies if:

a. The acts out of which such criminal charges arise are alleged to have:

(1) Arisen out of and in the course of your employment of the "employee";

(2) Been committed by your "employee" against your client;

(3) Taken place during that period of time that the "employee" was employed by you; and

(4) Taken place during the policy period and in the "coverage territory"; and

b. All the criminal charges are either dismissed with prejudice or your "employee" is found not guilty of all criminal charges by a court of law.

We will not reimburse you for any sums that you voluntarily pay to your "employee" for the reasonable and necessary defense costs that employee incurs to defend the criminal charges made against that employee:

c. For any criminal charge(s) arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft;

d. For any criminal charge(s) where your "employee" receives anything less than either a complete dismissal with prejudice or a not guilty verdict on all charges, including, without limitation, any deferred adjudication or similar finding of guilt that is held in abeyance for any reason, pending the completion of any remedial activity such as community service or counseling; or

e. For any fines or penalties whatsoever.

The most we will pay under this provision is \$25,000 during the policy period regardless of the number of requests for reimbursement made by you.

6. Extended Property Damage

SECTION I - COVERAGE A, Paragraph 2. Exclusions, Exclusion a. is replaced by the following:

a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

7. Knowledge of Occurrence

The following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 2. Duties in the Event of Occurrence, Offense, Claim or Suit:**

e. Notice of an "occurrence", offense, claim or "suit" will be considered knowledge of the insured if reported to an individual named insured, partner, executive officer or an "employee" designated by you to give us such a notice.

8. Liberalization Clause

The following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:**

Liberalization Clause

If we adopt any revision that would broaden the coverage under this Coverage Form without additional premium, within 45 days prior to or

during the policy period, the broadened coverage will immediately apply to this Coverage Part.

9. Mobile Equipment Redefined

Under SECTION V – DEFINITIONS, Definition 12., Mobile Equipment, paragraph f.(1)(a)(b)(c) does not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight.

10. Newly Acquired Or Formed Organizations

SECTION II – WHO IS AN INSURED, Paragraph 3.a. is replaced by the following:

- a. Coverage under this provision is afforded only until the end of the policy period.

11. Non-Owned Watercraft

SECTION I – COVERAGE A, Paragraph 2. Exclusions, Paragraph g.(2) is replaced by the following:

(2) A watercraft you do not own that is:

- (a) Less than 51 feet long; and
- (b) Not being used to carry persons or property for a charge;

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft.

12. Personal Injury – Abuse of Process

SECTION V – DEFINITIONS, Paragraph 14.b. is replaced by the following:

- b. Malicious prosecution or abuse of process.

13. Property Damage Legal Liability (Fire, Lightning, Explosion, Smoke or Leakage from Fire Protective Systems Damage)

a. The word "fire" is changed to "fire, lightning, explosion, smoke and leakage from fire protective systems" where it appears in the Limits of Insurance section of the Declarations for the Commercial General Liability Coverage Part.

b. Under SECTION I – COVERAGE A, the last paragraph (after the exclusions) is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke or leakage from fire protective systems to premises while rented to you or temporarily occupied by you with the permission of the owner. A separate limit of insurance applies to this coverage as described in SECTION III – LIMITS OF INSURANCE.

c. SECTION III – LIMITS OF INSURANCE, Paragraph 6. is replaced by the following:

6. Subject to Paragraph 5. above, The Damage to Premises Rented to You Limit is the most we will pay under Coverage A

for damages because of "property damage" resulting from fire, lightning, explosion, smoke and leakage from fire protective systems or any combination thereof, to any one premises, while rented to you or temporarily occupied by you, with permission of the owner.

a. The Damage to Premises Rented to You Limit is \$500,000 if:

- (1) There is no contract for lease of the subject premises in effect; or
- (2) If the contract for lease of the subject premises requires a limit of liability of \$500,000 or less.

b. If there is a contract for lease of the subject premises in effect which requires a limit of liability which is greater than \$500,000, then the Damage to Premises Rented to You Limit is equal to the limit of liability required by the lease contract, subject to a maximum limit of liability of \$1,000,000.

c. If the Damage to Premises Rented to You Limit specified in the Declarations is greater than the limit specified in Paragraph 6.a. or Paragraph 6.b. (whichever is applicable), then the Damage to Premises Rented to You Limit specified in the Declarations will apply.

d. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 4. Other Insurance, Paragraph b.(1)(a)(ii) is replaced by the following:

That is property insurance for premises rented to you or temporarily occupied by you with permission of the owner; or

e. SECTION V – DEFINITIONS, Definition 9. "Insured contract", Paragraph a. is replaced by the following:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke or leakage from fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract".

f. This coverage does not apply if Fire Damage Legal Liability of Coverage A is excluded either by the provisions of the Coverage Part or by endorsement.

14. Supplementary Payments Increased Limits

SECTION I – SUPPLEMENTARY PAYMENTS, COVERAGES A AND B, Paragraphs 1.b. and 1.d. are replaced by the following:

- b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

15. Unintentional Failure to Disclose Hazards

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY**

CONDITIONS, Paragraph 6. Representations:

- d. We will not disclaim coverage under this Coverage Part if you fail to disclose all hazards existing as of the inception date of the policy provided such failure is not intentional.

16. Unintentional Failure to Notify

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 2. Duties in the Event of Occurrence, Offense, Claim Or Suit:**

- f. Your rights afforded under this policy shall not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit", solely due to your reasonable and documented belief that the "bodily injury" or "property damage" is not covered under this policy.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

BLANKET

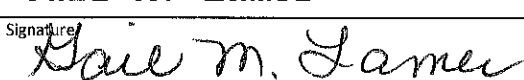
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

COUNTY OF MONTEREY - VENDOR DATA RECORD (Rev. 3-2012)

Required when doing business with the County of Monterey - No IRS W-9 form needed (Foreign vendors should submit IRS W-8)

1	Natividad Medical Center Contracts Department 1441 Constitution Blvd Salinas, CA. 93906 EMAIL TO: catosl@natividad.com PHONE: 831.783.2620 FAX: 831.757.2592	PURPOSE: Information contained in this form will be used by the County of Monterey to prepare information returns (Form 1099) and for withholding on payments to nonresident vendors. Prompt return of this fully completed form will prevent delays when processing payments. See Privacy Statement and California Non-Resident Withholding Information on next page.
2	VENDOR'S LEGAL NAME (as shown on your income tax return) Roland W. Lamer BUSINESS NAME / DBA (if different from line 1) Certified Medical Testing MAILING ADDRESS 7600 N. Ingram Avenue ADDITIONAL MAILING ADDRESS Suite 234 CITY, STATE, ZIP CODE Fresno, CA 93711	SELECT NAME TO BE MADE PAYABLE TO <input type="checkbox"/> Legal Name <input checked="" type="checkbox"/> Alias/DBA <input type="checkbox"/> Both PHONE NUMBER FAX NUMBER (559) 435-8828 (559) 435-8827 E-MAIL ADDRESS certifiedtesting@sbcglobal.net REMIT-TO ADDRESS 7600 N. Ingram Avenue, Suite 234 REMIT-TO CITY, STATE, ZIP CODE Fresno, CA 93711
3	FEDERAL EMPLOYER IDENTIFICATION NUMBER (EIN): <input type="checkbox"/> C CORPORATION <input type="checkbox"/> TRUST/ESTATE <input type="checkbox"/> S CORPORATION <input type="checkbox"/> LIMITED LIABILITY COMPANY (LLC) <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> C Corporation <input type="checkbox"/> EXEMPT PAYEE (e.g., government, non-profit) <input type="checkbox"/> S Corporation <input checked="" type="checkbox"/> OTHER: ▶ Sole Proprietor <input type="checkbox"/> Partnership SOCIAL SECURITY NUMBER (SSN): <input checked="" type="checkbox"/> INDIVIDUAL OR SOLE PROPRIETOR	For Tax ID entry instructions, please see next page NOTE: Payment will not be processed without an accompanying taxpayer I.D. number. 7 7 - 0 2 8 1 6 1 3 5 1 0 - 4 6 - 7 1 1 5
4	PLEASE CHECK ALL BOXES THAT ARE APPLICABLE TO THE CATEGORY OF PAYMENT: <input type="checkbox"/> SUPPLIES/EQUIPMENT <input type="checkbox"/> ATTORNEY SERVICES <input type="checkbox"/> INTEREST <input checked="" type="checkbox"/> SERVICES (MEDICAL) <input type="checkbox"/> LEGAL SETTLEMENT <input type="checkbox"/> GRANTS <input type="checkbox"/> SERVICES (NON-MEDICAL) <input type="checkbox"/> RENT/LEASE <input type="checkbox"/> OTHER: ▶ Are you a former employee of the County of Monterey? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Are you a Certified Green Business? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (See Information regarding green certification on next page)	
5	CALIFORNIA STATE WITHHOLDING STATUS (CA withholding information on next page): <input checked="" type="checkbox"/> California Resident <input type="checkbox"/> California Form 590 (Withholding Exemption Certificate) attached <input type="checkbox"/> California Non-Resident <input type="checkbox"/> Waiver of State withholding from California Franchise Tax Board attached <input type="checkbox"/> California Form 590 (Withholding Exemption Certificate) attached <input type="checkbox"/> All services for payments issued are performed OUTSIDE of California <input type="checkbox"/> No Services are being rendered, only goods are being provided for payment	CA Form 590 required if your address above in section 2 is a non-CA address CA NON-RESIDENTS: 7% will be withheld from payment unless one of the lower four boxes on left is checked.
6	I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the County of Monterey.	
CERTIFYING SIGNATURE	Authorized Representative's Name (Type or Print) Gail M. Lamer Signature 	Title Manager Date 04/14/2014 Phone Number (559) 435-8828

Withholding Exemption Certificate

(This form can only be used to certify exemption from nonresident withholding under California R&TC Section 18662. This form cannot be used for exemption from wage withholding.)

File this form with your withholding agent. (Please type or print)		Withholding agent's name	
Vendor/Payee's name Certified Medical TEsting		Vendor/Payee's <input type="checkbox"/> SOS no. <input type="checkbox"/> Social security number <input type="checkbox"/> California corp. no. <input checked="" type="checkbox"/> FEIN 77-0281613	Note: Failure to furnish your identification number will make this certificate void.
Vendor/Payee's address (number and street) 7600 N. Ingram Avenue, Suite 2		APT no.	Private Mailbox no.
City Fresno		State CA	Vendor/Payee's daytime telephone no. (559) 435-8828
ZIP Code 93711			

I certify that for the reasons checked below, the entity or individual named on this form is exempt from the California income tax withholding requirement on payment(s) made to the entity or individual. Read the following carefully and check the box that applies to the vendor/payee:

- Individuals — Certification of Residency:**
I am a resident of California and I reside at the address shown above. If I become a nonresident at any time, I will promptly inform the withholding agent. See instructions for Form 590, General Information D, for the definition of a resident.
- Corporations:**
The above-named corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State to do business in California. The corporation will withhold on payments of California source income to nonresidents when required. If this corporation ceases to have a permanent place of business in California or ceases to be qualified to do business in California, I will promptly inform the withholding agent. See instructions for Form 590, General Information E, for the definition of permanent place of business.
- Partnerships:**
The above-named partnership has a permanent place of business in California at the address shown above or is registered with the California Secretary of State, and is subject to the laws of California. The partnership will file a California tax return and will withhold on foreign and domestic nonresident partners when required. If the partnership ceases to do any of the above, I will promptly inform the withholding agent. **Note:** For withholding purposes, a Limited Liability Partnership is treated like any other partnership.
- Limited Liability Companies (LLC):**
The above-named LLC has a permanent place of business in California at the address shown above or is registered with the California Secretary of State, and is subject to the laws of California. The LLC will file a California tax return and will withhold on foreign and domestic nonresident members when required. If the LLC ceases to do any of the above, I will promptly inform the withholding agent.
- Tax-Exempt Entities:**
The above-named entity is exempt from tax under California or federal law. The tax-exempt entity will withhold on payments of California source income to nonresidents when required. If this entity ceases to be exempt from tax, I will promptly inform the withholding agent.
- Insurance Companies, IRAs, or Qualified Pension/Profit Sharing Plans:**
The above-named entity is an insurance company, IRA, or a federally qualified pension or profit-sharing plan.
- California Irrevocable Trusts:**
At least one trustee of the above-named irrevocable trust is a California resident. The trust will file a California fiduciary tax return and will withhold on foreign and domestic nonresident beneficiaries when required. If the trustee becomes a nonresident at any time, I will promptly inform the withholding agent.
- Estates — Certification of Residency of Deceased Person:**
I am the executor of the above-named person's estate. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return and will withhold on foreign and domestic nonresident beneficiaries when required.

CERTIFICATE: Please complete and sign below.

Under penalties of perjury, I hereby certify that the information provided herein is, to the best of my knowledge, true and correct. If conditions change, I will promptly inform the withholding agent.

Vendor/Payee's name and title (type or print) Gail M. Lamer, Manager

Vendor/Payee's signature ► *Gail M. Lamer* Date 04/14/14