



Monterey County Board of Supervisors

Board Order

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1st Floor
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A motion was made by Supervisor Chris Lopez, seconded by Supervisor Mary L. Adams to:

Agreement No.: A-13599 ; Amendment No.: 4

Authorize the Chief Executive Officer for Natividad Medical Center or his designee to execute renewal & amendment No. 4 to the agreement (A-13599) with Quest Diagnostics, Inc. for lab reference testing services, extending the agreement an additional two (2) year period (from July 1, 2023 through June 30, 2025) for a revised full agreement term of July 1, 2017 through June 30, 2025, and adding \$1,800,000 for a revised total agreement amount not to exceed \$7,060,000.

PASSED AND ADOPTED on this 29th day of August 2023, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez Askew, and Adams
NOES: None
ABSENT: None

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 August 29, 2023.

Dated: August 30, 2023
File ID: A 23-408
Agenda Item No.: 24

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

Emmanuel H. Santos, Deputy

**RENEWAL AND AMENDMENT NO. 4
TO THE SERVICES AGREEMENT
BETWEEN NATIVIDAD MEDICAL CENTER (COUNTY OF MONTEREY) AND
QUEST DIAGNOSTICS, INC.
FOR
LAB REFERENCE TESTING SERVICES**

This Renewal and Amendment No. 4 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 Quest Diagnostics, Inc. (hereinafter "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 County of Monterey on behalf of Natividad Medical Center and Quest Diagnostics, Inc. had previously entered into an Agreement for Services (hereinafter "Agreement") on July 1, 2017 to provide lab reference testing services to NMC with a three year term and a total Agreement amount not to exceed \$3,000,000; and

WHEREAS, COUNTY and CONTRACTOR amended the Agreement via Amendment No. 1 on February 12, 2020 to incorporate the Quantum Elabs User Agreement as "Exhibit C" to the Agreement between NMC and CONTRACTOR; and

WHEREAS, COUNTY and CONTRACTOR amended the Agreement on May 25, 2021 to extend the term for an additional one (1) year period through June 30, 2022 and to add an additional \$1,130,000 thereby increasing the total Agreement amount to \$4,130,000; and

WHEREAS, COUNTY and CONTRACTOR amended the Agreement on July 25, 2022 to extend it for an additional one (1) year period through June 30, 2023 to allow for services to continue with no additions to the original scope of work with a \$1,130,000 increase for a total Agreement amount of \$5,260,000; and

WHEREAS, the Agreement expired on June, 30, 2023; and

WHEREAS, the Parties wish to renew and amend the Agreement on the same or similar terms, beginning July 1, 2023 and to extend the term for an additional two (2) year period (July 1, 2023 through June 30, 2025) for a revised full Agreement term of July 1, 2017 through June 30, 2025 to allow for services to continue with no additions to the original scope of work with a \$1,800,000 increase for a total Agreement amount of \$7,060,000.

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, 2017 through June 30, 2025 unless sooner terminated pursuant to the terms of this Agreement".

2. "PAYMENTS BY NMC" Section shall be amended to the following:
"The total amount payable by COUNTY to CONTRACTOR shall not exceed the sum of \$7,060,000."
3. If there is any conflict or inconsistency between the provisions of Agreement, or this Renewal and Amendment No. 4, the provisions of this Renewal and Amendment No. 4 shall govern.
4. This Renewal and Amendment is effective retroactively on July 1, 2023.

The remainder of this page was intentionally left blank.

~ Signature page to follow ~

IN WITNESS WHEREOF, the Parties hereby execute this Renewal and Amendment No. 4 as follows:

COUNTY OF MONTEREY on behalf of
NATIVIDAD MEDICAL CENTER

DocuSigned by:
Charles Harris
By: _____
4E1F837D204E481...
Charles R. Harris MD, CEO

9/1/2023 | 11:59 AM PDT
Date: _____

APPROVED AS TO LEGAL PROVISIONS

DocuSigned by:
Stacy Saetta
By: _____
C0FCE1B99F444A9...
Monterey County Deputy County Counsel

7/7/2023 | 3:15 PM PDT
Date: _____

APPROVED AS TO FISCAL PROVISIONS

DocuSigned by:
Patricia Ruiz
By: _____
E79EF64E57454F6...
Monterey County Chief Deputy Auditor-Controller

7/10/2023 | 8:56 AM PDT
Date: _____

CONTRACTOR

QUEST DIAGNOSTICS

CONTRACTOR's Business Name

****Signature instructions below****

DocuSigned by:
Jean-Marc Halbout
By: _____
189EBDFAAA1F42F...
(Signature of Chair, President, or Vice-President)

Jean-Marc Halbout VP/GM West Region

Name and Title

7/3/2023 | 2:50 PM PDT
Date: _____

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

Sean Mersten

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)