

**AMENDMENT NO. 2
TO SERVICES AGREEMENT
BETWEEN CERTIFIED MEDICAL TESTING AND
NATIVIDAD MEDICAL CENTER
FOR
PIPED MEDICAL GAS & PIPING SYSTEM TESTING, MAINTENANCE AND REPAIR
SERVICES**

This Amendment No. 2 to the Services Agreement (“Agreement”) which was effective on July 1, 2020 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (hereinafter “NMC”), and Certified Medical Testing (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 Agreement was executed for repair, maintenance, and testing of piped medical gas and vacuum systems with a term of July 1, 2020 through June 30, 2024 and a total Agreement amount not to exceed \$181,400; and

WHEREAS, COUNTY and CONTRACTOR amended the Agreement via Amendment No. 1 for additional ASSE 6030 Medical Gas verification services related to the hospital’s Radiology Modernization Project attached to Amendment No. 1 as “Exhibit A-1 per Amendment No. 1” with a cost of \$15,115 for a revised total Agreement amount of \$196,515, and with no change to the Agreement term.

WHEREAS, COUNTY and CONTRACTOR agree to amend the Agreement to replace the original scope of services with an updated scope as attached hereto as Exhibit A-2 per Amendment No. 2, and to add \$26,500 for a revised total Agreement amount of \$223,015, with no change to the Agreement term.

AGREEMENT

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

The Agreement is hereby renewed on the terms and conditions as set forth in the Original Agreement and in Amendment No 1 incorporated herein by this reference, except as specifically set forth below.

1. Section 2 / Paragraph titled, “PAYMENTS BY NMC” shall be amended to the following:
“COUNTY shall pay the CONTRACTOR in accordance with the payment provisions set forth in EXHIBIT A-1 as per Amendment No. 1 attached to Amendment No. 1 and Exhibit A-2 as attached hereto this Amendment No. 2. The total amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed the sum of \$220,015.”
2. Section 4/ Paragraph titled, “SCOPE OF SERVICES AND ADDITIONAL PROVISIONS/EXHIBITS” shall be amended to the following:
***“The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:
Exhibit A: Scope of Services/Payment Provisions
Exhibit A-1: Scope of Services/Payment Provisions as per Amendment No. 1; and
Exhibit A-2: Scope of Services/Payment Provisions as per Amendment No. 2”***
3. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 2 and shall continue in full force and effect as set

forth in the Agreement and in Amendment No. 2.

- 4. A copy of this Amendment No. 2 shall be attached to the Agreement.
- 5. This Amendment No. 2 shall be effective when signed by the last party.

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No. 2 on the basis set forth in this document and have executed this Amendment No. 2 on the day and year set forth herein.

COUNTY OF MONTEREY

By: _____
Charles R. Harris, CEO NATIVIDAD

Date: _____

APPROVED AS TO LEGAL PROVISIONS

By: _____
Monterey County Deputy County Counsel

Date: _____

APPROVED AS TO FISCAL PROVISIONS

By: _____
Monterey County Deputy Auditor/Controller

Date: _____

CONTRACTOR

Certified Medical Testing

CONTRACTOR's Business Name

See instructions below

By: Gail M. Lamer
(Signature of: Chair, President, or Vice-President)

Gail M Lamer, owner
Name and Title

Date: 7-7-22

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

Name and Title

Date: _____

*****Instructions*****

If CONTRACTOR is a corporation; including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers (two signatures required).

If CONTRACTOR is a partnership; the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership (two signatures required).

If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement (one signature required).

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.