## **County of Monterey**

Board of Supervisors Chambers 168 W. Alisal St., 1st Floor Salinas, CA 93901



### **Meeting Agenda - Final**

Friday, May 23, 2025 12:00 PM

50+ page Advance Reports for the Board of Supervisors meeting on Tuesday, June 3, 2025.

**Advance Reports Over 50 Pages** 

The following reports are scheduled for the Board of Supervisors meeting on Tuesday, June 3, 2025.

The reports are being distributed 11 + days prior to the Board of Supervisors meeting due to the large volume of information. These reports are not numbered at this time.

#### Natividad Medical Center - Consent

Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute amendment No. 5 to the agreement (A-13599) with Quest Diagnostics, Inc. for lab reference testing services, extending the agreement an additional one (1) year period (July 1, 2025 through June 30, 2026) for a revised full agreement term of July 1, 2017, through June 30, 2026, and adding \$1,235,000 for a revised total agreement amount not to exceed \$8,295,000.

Attachments: Board Report

**Quest Diagnostics Amendment 5** 

Quest Diagnostics Renewal & Amendment 4

Quest Diagnostics Amendment 3
Quest Diagnostics Amendment 2
Quest Diagnostics Amendment 1
Quest Diagnostics Agreement

Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute renewal and amendment No. 5 to the agreement (A-14660) with Pureserve Building Services, Inc. for professional building maintenance services, extending the agreement an additional one (1) year period (May 1, 2025 through April 30, 2026) for a revised full agreement term of May 1, 2019 through April 30, 2026, and adding \$227,000 for a revised total agreement amount not to exceed \$753,800.

**Attachments:** Board Report

Pureserve Building Services Renewal & Amendment 5

<u>Pureserve Building Services Amendment 4</u> Pureserve Building Services Amendment 3

Pureserve Building Services Renewal & Amendment 2

Pureserve Building Services Amendment 1
Pureserve Building Services Agreement



### **County of Monterey**

#### Item No.20

Board of Supervisors Chambers 168 W. Alisal St., 1st Floor Salinas, CA 93901

June 03, 2025

#### **Board Report**

Legistar File Number: A 25-166

Introduced: 5/9/2025 Current Status: Natividad Medical Center -

Consent

Version: 1 Matter Type: BoS Agreement

Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute amendment No. 5 to the agreement (A-13599) with Quest Diagnostics, Inc. for lab reference testing services, extending the agreement an additional one (1) year period (July 1, 2025 through June 30, 2026) for a revised full agreement term of July 1, 2017, through June 30, 2026, and adding \$1,235,000 for a revised total agreement amount not to exceed \$8,295,000.

#### **RECOMMENDATION:**

#### It is recommended the Board of Supervisors:

Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute amendment No. 5 to the agreement (A-13599) with Quest Diagnostics, Inc. for lab reference testing services, extending the agreement an additional one (1) year period (July 1, 2025 through June 30, 2026) for a revised full agreement term of July 1, 2017, through June 30, 2026, and adding \$1,235,000 for a revised total agreement amount not to exceed \$8,295,000.

#### **SUMMARY/DISCUSSION:**

Quest Diagnostics is the leading provider of diagnostic testing in the nation and serves approximately 140 million patients each year. Quest Diagnostics is Natividad Medical Center Laboratory's primary reference laboratory, although Natividad Medical Center uses Salinas Valley Memorial Hospital as a reference laboratory on occasion as well. Physicians at Natividad Medical Center and local clinics, which send laboratory work to Natividad Medical Center, may order highly specific types of tests, which the Natividad Medical Center Laboratory cannot perform on-site. As laboratory technology advances, more and more test requests that are not available at the Natividad Medical Center laboratory become available for Physicians and clinics to order; these tests are used for the diagnosis of disease or monitoring of disease processes and are critical for patient care. The Natividad Medical Center laboratory cannot justify bringing in instruments or additional staff for the low volume of every type individual test available. Natividad Medical Center's laboratory staff currently does monitor and shall continue to monitor test utilization to look for opportunities to in-source any test that has sufficient volume and methodology which could be incorporated into the Natividad Medical Center Laboratory.

Natividad Medical Center's laboratory has an established software interface with Quest diagnostics, which allows results to be transferred securely and directly from the reference laboratory to the patient

medical record at Natividad Medical Center. A Natividad Medical Center clinical laboratory scientist verifies the validity of the results before they are finalized in the medical record. These services are very important for Natividad Medical Center and its patients.

#### **OTHER AGENCY INVOLVEMENT:**

The Office of County Counsel has reviewed and approved this amendment No. 5 as to form, and the Auditor-Controller has reviewed and approved as to payment provisions. The amendment No. 5 has also been reviewed and approved by Natividad's Finance Committee and by its Board of Trustees on May 09, 2025.

#### **FINANCING:**

The cost of this amendment No. 5 is \$1,235,000 of which \$240,000 is included in the FY 2024-25 Adopted Budget. Amounts for remaining year of the agreement will be included in those budgets as appropriate. Funding will be provided from NMC's Enterprise Fund 451-9600-6605.

#### **BOARD OF SUPERVISORS STRATEGIC INITIATIVES:**

Use of a Quest Diagnostics Reference Lab Services allows the clinicians of Natividad Medical Center to order laboratory tests that are essential in effective diagnosis and monitoring of patient care. Laboratory tests are correlated with patient history and presentation to arrive at the most confident and data-driven decisions regarding care. In addition, Natividad Medical Center laboratory makes use of the reference lab to confirm internal findings prior to issuing significant diagnosis to the patient, when reagents are unavailable, or lab instrumentation is in repair. The use of an immediate and reliable reference lab is vital part of the laboratory's plan to support the hospital.

	Economic Development
	Administration
X	Health and Human Services
	Infrastructure
	Public Safety

Prepared by: Arthur T. Tiongson, Clinical Laboratory Manager, 831-772-7660 Approved by: Charles Harris, MD, Chief Executive Officer, 783-2553

Attachments:

Quest Diagnostics Amendment 5

Quest Diagnostics Renewal & Amendment 4

Quest Diagnostics Amendment 3

Quest Diagnostics Amendment 2

Quest Diagnostics Amendment 1

Quest Diagnostics Agreement

Attachments on file with the Clerk of the Board



### **County of Monterey**

### Item No.

Board of Supervisors Chambers 168 W. Alisal St., 1st Floor Salinas, CA 93901

June 03, 2025

#### **Board Report**

Legistar File Number: A 25-166

Introduced:5/9/2025Current Status:Agenda ReadyVersion:1Matter Type:BoS Agreement

Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute amendment No. 5 to the agreement (A-13599) with Quest Diagnostics, Inc. for lab reference testing services, extending the agreement an additional one (1) year period (July 1, 2025 through June 30, 2026) for a revised full agreement term of July 1, 2017, through June 30, 2026, and adding \$1,235,000 for a revised total agreement amount not to exceed \$8,295,000.

#### **RECOMMENDATION:**

#### It is recommended the Board of Supervisors:

Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute amendment No. 5 to the agreement (A-13599) with Quest Diagnostics, Inc. for lab reference testing services, extending the agreement an additional one (1) year period (July 1, 2025 through June 30, 2026) for a revised full agreement term of July 1, 2017, through June 30, 2026, and adding \$1,235,000 for a revised total agreement amount not to exceed \$8,295,000.

#### **SUMMARY/DISCUSSION:**

Quest Diagnostics is the leading provider of diagnostic testing in the nation and serves approximately 140 million patients each year. Quest Diagnostics is Natividad Medical Center Laboratory's primary reference laboratory, although Natividad Medical Center uses Salinas Valley Memorial Hospital as a reference laboratory on occasion as well. Physicians at Natividad Medical Center and local clinics, which send laboratory work to Natividad Medical Center, may order highly specific types of tests, which the Natividad Medical Center Laboratory cannot perform on-site. As laboratory technology advances, more and more test requests that are not available at the Natividad Medical Center laboratory become available for Physicians and clinics to order; these tests are used for the diagnosis of disease or monitoring of disease processes and are critical for patient care. The Natividad Medical Center laboratory cannot justify bringing in instruments or additional staff for the low volume of every type individual test available. Natividad Medical Center's laboratory staff currently does monitor and shall continue to monitor test utilization to look for opportunities to in-source any test that has sufficient volume and methodology which could be incorporated into the Natividad Medical Center Laboratory.

Natividad Medical Center's laboratory has an established software interface with Quest diagnostics, which allows results to be transferred securely and directly from the reference laboratory to the patient medical record at Natividad Medical Center. A Natividad Medical Center clinical laboratory scientist

verifies the validity of the results before they are finalized in the medical record. These services are very important for Natividad Medical Center and its patients.

#### **OTHER AGENCY INVOLVEMENT:**

The Office of County Counsel has reviewed and approved this amendment No. 5 as to form, and the Auditor-Controller has reviewed and approved as to payment provisions. The amendment No. 5 has also been reviewed and approved by Natividad's Finance Committee and by its Board of Trustees on May 09, 2025.

#### FINANCING:

The cost of this amendment No. 5 is \$1,235,000 of which \$240,000 is included in the FY 2024-25 Adopted Budget. Amounts for remaining year of the agreement will be included in those budgets as appropriate. Funding will be provided from NMC's Enterprise Fund 451-9600-6605.

#### **BOARD OF SUPERVISORS STRATEGIC INITIATIVES:**

Use of a Quest Diagnostics Reference Lab Services allows the clinicians of Natividad Medical Center to order laboratory tests that are essential in effective diagnosis and monitoring of patient care. Laboratory tests are correlated with patient history and presentation to arrive at the most confident and data-driven decisions regarding care. In addition, Natividad Medical Center laboratory makes use of the reference lab to confirm internal findings prior to issuing significant diagnosis to the patient, when reagents are unavailable, or lab instrumentation is in repair. The use of an immediate and reliable reference lab is vital part of the laboratory's plan to support the hospital.

	Economic Development
	Administration
X	Health and Human Services
	Infrastructure
	Public Safety

Prepared by: Arthur T. Tiongson, Clinical Laboratory Manager, 831-772-7660

Approved by: Charles Harris, MD, Chief Executive Officer, 783-2553

Attachments:

Quest Diagnostics Amendment 5

Quest Diagnostics Renewal & Amendment 4

Quest Diagnostics Amendment 3

Quest Diagnostics Amendment 2

Quest Diagnostics Amendment 1

Quest Diagnostics Agreement

Attachments on file with the Clerk of the Board

Agreement A-13599

# AMENDMENT NO. 5 TO SERVICES AGREEMENT BETWEEN QUEST DIAGNOSTICS, INC. AND NATIVIDAD MEDICAL CENTER FOR LAB REFERENCE TESTING SERVICES

This Amendment No. 5 to the Services Agreement ("Agreement") which was effective on July 1, 2017 is entered into by and between the County of Monterey (hereinafter "County"), on behalf of Natividad Medical Center (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 Agreement was executed for lab reference testing services with a term of July 1, 2017 through June 30, 2021 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 Quanum 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 the term 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, COUNTY and CONTRACTOR amended the Agreement on September 1, 2023 via Renewal and Amendment No. 4 to extend it for an additional two (2) year period 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.

WHEREAS, COUNTY and CONTRACTOR currently wish to amend the Agreement to extend it for an additional one (1) year period through June 30, 206 for a revised full Agreement term of July 1, 2017 through June 30, 2026 to allow for services to continue with no changes to the original scope of work with a \$1,235,000 increase for a revised not to exceed Agreement amount of \$8,295,000.

#### **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, Amendment No. 1, Amendment No. 2, Amendment No. 3, Renewal and Amendment No. 4 and Amendment No. 5 incorporated herein by this reference, except as specifically set forth below.

- 1. Section 2 / Paragraph titled, "PAYMENTS BY COUNTY" shall be amended to the following: "The total amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed the sum of \$8,295,000."
- 2. The first sentence of <u>Section 3 /Paragraph titled</u>, "TERM OF AGREEMENT" shall be amended to the following:
  - "The term of this Agreement is from July 1, 2017 through June 30, 2026 unless sooner terminated pursuant to the terms of this Agreement."
- 3. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 5 and shall continue in full force and effect as set forth in the Original Agreement, Amendment No. 1, Amendment No. 2, and in Amendment No. 3 and Renewal and Amendment No. 4.
- 4. A copy of this Amendment No. 5 shall be attached to the Agreement.
- 5. This Amendment No. 5 shall be effective when signed by both Parties.

The remainder of this page was intentionally left blank.

~ Signature page to follow ~

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No. 5 on the basis set forth in this document and have executed this Amendment No. 5 on the day and year set forth herein.

#### NATIVIDAD MEDICAL CENTER

## Charles R. Harris, CEO Date: APPROVED AS TO LEGAL PROVISIONS Stacy Sautta Monterey County Deputy County Counsel Date: 4/22/2025 | 1:40 PM PDT APPROVED AS TO FISCAL PROVISIONS DocuSigned by: Patricia Ruiy Monterey County Deputy Auditor/Controller Date: 4/22/2025 | 1:58 PM PDT

#### **CONTRACTOR**

Quest Diagnostics, Inc.

**CONTRACTOR's Business Name** \*\*\*See instructions below\*\*\*

By: Mark Machulez Apr 1 (2025 16:57 PDT)

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

Mark Machulcz/Regional President - West Region

Date: Apr 11, 2025

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

John Meyerhofer/Regional Executive Finance Director

Apr 14, 2025

\*\*\*Instructions\*\*\*

**CONTRACTOR** 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 the Agreement (one signature required).

Legistar File ID No. A 23-408 Agenda Item No. 24



# **Monterey County Board of Supervisors**

#### **Board Order**

168 West Alisal Street, 1st Floor Salinas, CA 93901 831,755,5066

www.co.monterey.ca.us

A motion was made by Supervisor 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 29<sup>th</sup> 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

Agreement A-13599

# 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 Quanum 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, 205) 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	CONTRACTOR
By:	QUEST DIAGNOSTICS
Charles R. Harris MD, CEO  9/1/2023   11:59 AM PDT  Date:	By:  (Signature of Chair, President, or Vice-President)
APPROVED AS TO LEGAL PROVISIONS  DocuSigned by:	Jean-Marc Halbout VP/GM West Region
By: Stay Satta  COECE 1899F444A9  Monterey County Deputy County Counsel  7/7/2023   3:15 PM PDT	Name and Title  7/3/2023   2:50 PM PDT  Date:
Date:	By:(Signature of Secretary, Asst. Secretary,
APPROVED AS TO FISCAL PROVISIONS  DocuSigned by:  Patricia, Paris	(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)  Sean Mersten
By: Patricia Ruiy By: Monterey County Chief Deputy Auditor-Controller  7/10/2023   8:56 AM PDT	Name and Title
Date:	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)



## Monterey County Board of Supervisors

#### **Board Order**

168 West Alisal Street, 1st Floor Salinas, CA 93901 831,755.5066

www.co.monterey.ca.us

A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor Wendy Root Askew to:

#### Agreement No.: A-13599; Amendment No.: 3

Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute amendment No. 3 to the agreement (A-13599) with Quest Diagnostics, Inc. for lab reference testing services, extending the agreement an additional one (1) year period (retroactive from July 1, 2022 through June 30, 2023) for a revised full agreement term of July 1, 2017 through June 30, 2023, and adding \$1,130,000 for a revised total agreement amount not to exceed \$5,260,000.

PASSED AND ADOPTED on this 12<sup>th</sup> day of July 2022, by roll call vote:

AYES: Supervisors Alejo, Phillips, Lopez, Askew, and Adams

NOES: None ABSENT: None

(Government Code 54953)

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting July 12, 2022.

Dated: July 15, 2022 File ID: A 22-346 Agenda Item No.: 44 Valerie Ralph, Clerk of the Board of Supervisors County of Monterey, State of California

Julian Lorenzana, I

# AMENDMENT NO. 3 TO SERVICES AGREEMENT BETWEEN QUEST DIAGNOSTICS, INC. AND NATIVIDAD MEDICAL CENTER FOR LAB REFERENCE TESTING SERVICES

This Amendment No. 3 to the Services Agreement ("Agreement") which was effective on July 1, 2017 is entered into by and between the County of Monterey (hereinafter "County"), on behalf of Natividad Medical Center (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 Agreement was executed for lab reference testing services with a term of July 1, 2017 through June 30, 2021 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 Quanum 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 currently wish to amend the Agreement 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.

#### **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, Amendment No. 1, and in Amendment No. 2, incorporated herein by this reference, except as specifically set forth below.

- 1. Section 2 / Paragraph titled, "PAYMENTS BY COUNTY" shall be amended to the following:
  "The total amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed the sum of \$5,260,000"
- 2. The first sentence of <u>Section 3 /Paragraph titled</u>, "TERM OF AGREEMENT" shall be amended to the following:
  - "The term of this Agreement is from July 1, 2017 through June 30, 2023 unless sooner terminated pursuant to the terms of this Agreement."

- 3. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 3 and shall continue in full force and effect as set forth in the Agreement, Amendment No. 1, and in Amendment No. 2.
- 4. A copy of this Amendment No. 3 shall be attached to the Agreement.
- 5. This Amendment No. 3 shall be effective on July 1, 2022.

The remainder of this page was intentionally left blank.

~ Signature page to follow ~

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

NATIVIDAD MEDICAL CENTER	CONTRACTOR	
By:Charles R. Harris, CEO  Date:	Quest Diagnostics, Inc.  CONTRACTOR's Business Name  ***See instructions below***  DocuSigned by:  Jean-Mare Halbout  189EBDEAAA16426  (Signature of: Chair, President, or Vice-President)	
APPROVED AS TO LEGAL PROVISIONS		
	Jean-Marc Halbout Vice President, We	est Regic
By: Monterey County Deputy County Countsel	Name and Title  Date: 5/12/2022   4:47 PM PDT	
Date: Chief Deputy County Counsel, 5/24/2022	By: Docusigned by:  On Harmwell  (Signature of: Secretary, Asst. Secretary, CFO,	
APPROVED AS TO FISCAL PROVISIONS	(Signature of: Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)	
By:	Dan Haemmerle Vice President, Fi  Name and Title	nance
Date: 5/24/2022	Date:	
	***Instructions***	
	If CONTRACTOR is a corporation; including limited liability and non-profit corporations, the full legal name of	

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).



# **Monterey County Board of Supervisors**

#### **Board Order**

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

www.co.monterey.ca.us

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

#### Agreement No.: A-13599; Amendment No.: 2

Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute amendment No. 2 to the agreement (A-13599) with Quest Diagnostics, Inc. for lab reference testing services, extending the agreement an additional one (1) year period (July 1, 2021 through June 30, 2022) for a revised full agreement term of July 1, 2017 through June 30, 2022, and adding \$1,130,000 for a revised total agreement amount not to exceed \$4,130,000.

PASSED AND ADOPTED on this 25<sup>th</sup> day of May 2021, by roll call vote:

AYES: Supervisors Alejo, Phillips, Lopez, Askew and Adams

NOES: None ABSENT: None

(Government Code 54953)

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting May 25, 2021.

Dated: May 26, 2021 File ID: A 21-175 Agenda Item No.: 18 Valerie Ralph, Clerk of the Board of Supervisors County of Monterey, State of California

Julian Lorenzana, Depu

Agreement A-13599

# AMENDMENT NO. 2 TO SERVICES AGREEMENT BETWEEN QUEST DIAGNOSTICS, INC. AND NATIVIDAD MEDICAL CENTER FOR LAB REFERENCE TESTING SERVICES

This Amendment No. 2 to the Services Agreement ("Agreement") which was effective on July 1, 2017 is entered into by and between the County of Monterey (hereinafter "County"), on behalf of Natividad Medical Center (hereinafter "NMC"), and Quest Diagnostics, Inc. (hereinafter "CONTRACTOR"); (collectively, the County, NMC and CONTRACTOR are referred to as the "Parties"), with respect to the following:

#### RECITALS

WHEREAS, the Agreement was executed for CONTRACTOR to provide lab reference testing services with a term July 1, 2017 through June 30, 2021 and a total Agreement amount not to exceed 3,000,000; and

WHEREAS, NMC and CONTRACTOR amended the Agreement on February 12, 2020 to incorporate the attached Quanum Elabs User Agreement as "Exhibit C" to the Agreement between NMC and CONTRACTOR; and

WHEREAS, NMC and CONTRACTOR currently wish to amend the Agreement to extend it for an additional one (1) year period (July 1, 2021 through June 30, 2022) for a revised full agreement of July 1, 2017 through June 30, 2022 to allow for services to continue with a \$1,130,000 increase for the added services for a total Agreement amount of \$4,130,000

#### **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: "The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$4,130,000"
- 2. The first sentence of <u>Section 3 /Paragraph titled</u>, "TERM OF AGREEMENT" shall be amended to the following:
  - "The term of this Agreement is from July 1, 2017 through June 30, 2022 unless sooner terminated pursuant to the terms of this Agreement."

- 3. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 2 and shall continue in full force and effect as set forth in the Agreement and in Amendment No. 1.
- 4. A copy of this Amendment No. 2 shall be attached to the Agreement.
- 5. This Amendment No. 2 shall be effective when both parties have signed.

The remainder of this page was intentionally left blank.

~ Signature page to follow ~

NATIVIDAD MEDICAL CENTER

**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.

**CONTRACTOR** 

	(1900) (2012) (2
By: Dr. Gary R. Gray Gray CEO	Quest Diagnostics, Inc.  CONTRACTOR's Business Name  ***See instructions below***
Date:6/2/21	By: Parick Plewman  1544883CE9C7484.  (Signature of: Chair, President, or Vice-President)
APPROVED AS TO LEGAL PROVISIONS	(Signature of: Chair, President, or Vice-President)  Patrick Plewman VP & GM - West Region
By: Jack Salle Monterey County Deputy County Counsel	Name and Title  4/2/2021   7:28 PM PDT
Date:4/27/2021	Date: Docusigned by:
APPROVED AS TO FISCAL PROVISIONS	By:
By: Jary Gibonsy Monterey County Deputy Auditor/Controller	Ali Kiboro VP Finance  Name and Title
Date:	4/6/2021   4:23 PM PDT 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).

required).

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

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 AMENDMENT NO. 1
TO SERVICES AGREEMENT
BETWEEN
QUEST DIAGNOSTICS, INC.
AND
NATIVIDAD MEDICAL CENTER
FOR
LAB REFERENCE TESTING SERVICES

This Amendment No. 1 to the Services Agreement ("Agreement") which was effective on July 1, 2017 is entered into by and between the County of Monterey (hereinafter "County"), on behalf of Natividad Medical Center (hereinafter "NMC"), and Quest Diagnostics, Inc. (hereinafter "CONTRACTOR"); (collectively, the County, NMC and CONTRACTOR are referred to as the "Parties"), with respect to the following:

#### RECITALS

**WHEREAS**, the Agreement was executed for CONTRACTOR to provide lab reference testing services with a term July 1, 2017 through June 30, 2021 and a total Agreement amount not to exceed 3,000,000; and

WHEREAS, NMC and CONTRACTOR currently wish to amend the Agreement to incorporate the attached Quanum Elabs User Agreement as "Exhibit C" to the Agreement between NMC and CONTRACTOR.

#### **AGREEMENT**

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

The Agreement is hereby amended as specifically set forth below.

- 1. The parties agree that the attached Quanum Elabs User Agreement shall become a binding part of the Agreement, referenced herein as Exhibit C.
- 2. Notwithstanding Exhibit C as part of the Agreement, the parties acknowledge that the Terms and Conditions of Exhibit C, together with all rights and obligations therein, shall be enforced wholly and separately from the Agreement.
- 3. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 1 and shall continue in full force and effect. In the event of a conflict between the terms of this amendment and the Agreement, the terms of the Agreement shall prevail.
- 4. Section 4. of the Agreement 'ADDITIONAL PROVISIONS/EXHIBITS' is hereby modified to include reference to Exhibit C: Quanum Elabs User Agreement.
- 5. A copy of this Amendment No. 1 shall be attached to the Agreement.
- 6. This Amendment No. 1 shall be effective when signed by both NMC and CONTRACTOR.

~ Signature page to follow ~

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No. 1 on the basis set forth in this document and have executed this Amendment No. 1 on the day and year set forth herein.

NATIVIDAD MEDICAL CENTER	<u>CONTRACTOR</u>	
By: Gary R. Gray, DO, CEO	QUEST DIAGNOSTICS, INC.  CONTRACTOR'S Business Name  ***See instructions below***	
Date: Date:	By:	
APPROVED AS TO LEGAL PROVISIONS	Katie Bishar Vice Presider	ıt, General M
By: Monterey County Deputy County Counsel  Date: 21/2020	Name and Title  Date: 2/26/2020   1:12 PM EST	
APPROVED AS TO FISCAL PROVISIONS	By: Mi kilovo  (Signature of: Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)	
By: Monterey County Deputy Auditor/Controller	Ali Kiboro VP Finance Name and Title	
Date: 2/12/2020	Date: 2/26/2020   10:39 AM PST	
	1	

#### \*\*\*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).

#### **EXHIBIT C: QUANUM ELABS USER AGREEMENT**

#### QUANUM ELABS USER AGREEMENT

This agreement ("Agreement") is between <u>Unilab Corporation dba Quest Diagnostics</u> ("We", "Us" or "Our"), and the individual or group medical practice/entity executing this Agreement ("You" or "Your"). This Agreement sets forth the rights and obligations of the parties with respect to Your use of the Quanum eLabs solution (the "eLabs Solution"). By accepting this Agreement, You agree to be bound by its terms and conditions.

- 1. Access to eLabs Solution; Description of eLabs Solution. THE eLabs SOLUTION IS BEING PROVIDED TO YOU AT NO CHARGE. We will provide You access to a web browser-based application for You and Your Authorized Users (defined below) to view and print Our laboratory result reports for Your patients via the Internet. If you are using the system's automatic printing feature, the printing of results constitutes delivery of laboratory test results to You. In the event you do not use the system's automatic print feature, our posting of the test results to the eLabs Solution constitutes delivery of the test results to You. You understand that it is your responsibility to routinely access the eLabs Solution to retrieve laboratory results reports for Your patients.
- 2. Term; Termination. This Agreement is effective when You execute this Agreement and remains in effect until terminated. Either You or We may terminate this Agreement and Your access to the eLabs Solution at any time, with or without cause, by providing written notice. If this Agreement terminates for any reason and You remain a lab customer of Ours, We will make arrangements for You to receive Your laboratory test results by another delivery method. The term or survival of any laboratory services agreement You may have with Us is independent from this Agreement.
- 3. Your Responsibility For Authorized Users and Security of Your Equipment and Network; Use Restrictions.
- (a) You represent that You are an authorized health care provider, and that the identification(s) used to obtain credentials for access to the eLabs Solution are Yours (i.e. You have not misrepresented Your identity to gain access to the eLabs Solution). You and other Authorized Users shall be entitled to access and use the eLabs Solution. You shall not permit any person who is not an Authorized User to access or use the eLabs Solution. "Authorized Users" means You and any of your personnel authorized by You. You may authorize personnel by notifying Us or by utilizing the "Delegated Administration Authority" functionality available through the eLabs Solution. Your obligations pursuant to this Agreement shall also apply to all Authorized Users. You are responsible for adding or terminating Authorized Users. Upon completion of training, Your Delegated Administrator will have the rights to add and delete users, edit user roles, reset user passwords, and set administrative features. You are solely responsible for the actions of Your Delegated Administrator, including but not limited to the Delegated Administrator's access to and use of Protected Health Information ("PHI"), and the Delegated Administrator's validation of credentials and identities of Authorized Users added by You.
- (b) You are responsible for the security of Your information system(s), including its network and related computer equipment and peripherals ("Information System(s)"). In the event You are accessing the eLabs Solution through a mobile device, You are solely responsible for the access and use of such mobile device, and must keep secure your ID and password at all times. You are encouraged to fully utilize all security features, including locking, within the mobile device. Each of You and Us agree to notify the other of any violation of data security of which You or Us become aware.
- (c) You are responsible for obtaining and maintaining all necessary consents, permissions or authorizations, required in connection with the transmission, storage, retrieval, viewing and/or disclosure of Your patients' PHI through the eLabs Solution.
- (d) You agree to report to Us the discovery of any type of discrepancies, anomalies, or errors, detected in result reports obtained via the eLabs Solution. You further agree that We may make any corrections to demographics and insurance data within the eLabs Solution based upon information provided to Us (e.g., by patients and insurance companies). We will notify You if We become

aware of circumstances involving the eLabs Solution that adversely impact Your operating system or network or Your patients' care.

- 4. Ownership Rights in or to the eLabs Solution. As between You and Us, We own all rights, title, and interest in and to all copyright, trademark, service mark, patent, trade secret, or other intellectual property and proprietary rights worldwide in and to the eLabs Solution.
- 5. Compliance with Laws. Both parties agree to comply with all applicable laws, rules or regulations ("Applicable Laws"). Applicable Laws include, but are not limited to, federal and state physician self-referral laws and regulations, federal and state anti-kickback laws and regulations, and HIPAA regulations.
- Disclaimer. The eLabs Solution system uses a matching algorithm ("matching tool") to link patient data and charts for Your patients. You are responsible for the accuracy and consistency of all patient demographic information (e.g., patient name, social security number, date of birth, gender, address, etc.). The accuracy and consistency of this information will directly impact how the eLabs Solution system will match patient data and charts You create for patients served by Your practice and, if applicable, patient data and charts created by other physicians or providers to whom You or the patient gives access for treatment purposes. If, because of inadequate, inaccurate, or inconsistent data collection and/or data entry, the eLabs Solution matching tool produces multiple charts for an individual patient, it is Your responsibility to make the clinical decision whether to merge individual charts by utilizing the end user merge tool function available within the eLabs Solution. THE LABS & MEDS SOLUTION IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN. WE DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THE PORTAL, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. We cannot guarantee that Your access to the eLabs Solution will be uninterrupted or error-free.
- 7. Consequential Damages and Limitation of Liability. IN NO EVENT SHALL WE BE LIABLE FOR ANY DAMAGES, INCLUDING INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE LABS & MEDS SOLUTION. Your sole remedy against Us is to terminate this Agreement. This limitation of liability shall not apply to claims resulting from Our laboratory testing errors.
- Billing Information. You agree to provide all billing information required by third party payers or necessary for Us to bill and collect from the third party payer(s) or Your patients for services on Your patients. If We do not receive the required billing information with the test requisition forms or other laboratory services order submitted by You or within 15 calendar days of the date on which We request such information from You orally or in writing, subject to applicable law, We reserve the right to invoice You and have You pay Us for those

#### **EXHIBIT C**: QUANUM ELABS USER AGREEMENT

services, at Our applicable client bill fees, within fifteen days of the date We send You an invoice for the services.

9. Miscellaneous. All communications from either party shall be in writing and shall be sent by email. Your email address shall be the email address used in executing this Agreement.. Our email address shall be

Care360Admin@questdiagnostics.com. You may not assign or otherwise transfer this Agreement to any other person or entity without our written consent. You agree that you have read this agreement and agree to be bound by its terms. You further agree that You have the authority to bind the entire group, practice or entity covered by this Agreement.

#### SIGNATURE PAGE BELOW

This Agreement shall become effective on the date of Your signature below provided You have not made any revisions to the form. Any revisions shall require our written consent before it is effective. The person signing below on Your behalf attests that he/she is duly authorized to sign and bind You as a party to this Agreement.

Signature	lason Carcia
Print Name	Jason Garcia
Title	
Date:	
Email:	



## Monterey County Board of Supervisors

#### **Board Order**

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

Agreement No.: A-13599

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

Authorized the Deputy Purchasing Agent for Natividad Medical Center (NMC) or his designee to execute an agreement with Quest Diagnostics, Inc. for reference lab testing services at NMC for an amount not to exceed \$3,000,000 with an agreement term July 1, 2017 through June 30, 2021.

PASSED AND ADOPTED this 27th day of June 2017, by the following vote, to wit:

AYES:

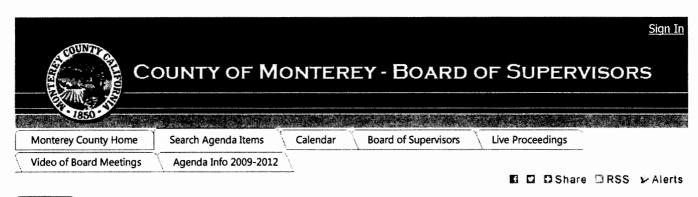
Supervisors Alejo, Phillips, Salinas Parker and Adams

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 80 for the meeting June 27, 2017.

Dated: June 27, 2017 File ID: A 17-213 Gail T. Borkowski, Clerk of the Board of Supervisors County of Monterey, State of California

By Danise dancock



Details Reports

File #: A 17-213

BoS Agreement

Name: Quest Diagnostics Agreement

Type: File created:

5/31/2017

Status: Consent Agenda
In control: Board of Supervisors

On agenda:

6/27/2017

Final action:

Authorize the Deputy Purchasing Agent for Natividad Medical Center (NMC) or his designee to execute an

Title:

agreement with Quest Diagnostics, Inc. for reference lab testing services at NMC for an amount not to

exceed \$3,000,000 with an agreement term July 1, 2017 through June 30, 2021.

Attachments:

1. Board Report, 2. Quest Diagnostics Agreement.pdf, 3. Completed Board Order

History (0)

**Board Report** 

#### Title

Authorize the Deputy Purchasing Agent for Natividad Medical Center (NMC) or his designee to execute an agreement with Quest Diagnostics, Inc. for reference lab testing services at NMC for an amount not to exceed \$3,000,000 with an agreement term July 1, 2017 through June 30, 2021.

#### Report

#### RECOMMENDATION:

#### It is recommended the Board of Supervisors:

Authorize the Deputy Purchasing Agent for Natividad Medical Center (NMC) or his designee to execute an agreement with Quest Diagnostics, Inc. for reference lab testing services at NMC for an amount not to exceed \$3,000,000 with an agreement term July 1, 2017 through June 30, 2021.

Quest Diagnostics is the leading provider of diagnostic testing in the nation, and serves approximately 140 million patients each year. Quest Diagnostics is NMC Laboratory's primary reference laboratory, although NMC will use Salinas Valley Memorial Hospital as a reference laboratory on occasion as well. Physicians at NMC and local clinics which send laboratory work to NMC may order such specific types of tests which the NMC Laboratory cannot perform on-site. Therefore, these specific tests must be sent to a reference laboratory. As laboratory technology advances, more and more esoteric tests become available for Physicians and clinics to order, however the NMC laboratory cannot justify bringing in instruments or additional staff for the low volume of every type individual test available. These esoteric tests are used for the diagnosis of disease or monitoring of disease processes and are critical for patient care.

NMC's laboratory has an established interface with Quest diagnostics which allows results to be transferred securely and directly from the testing laboratory to the patient medical record at Natividad Medical Center. A Natividad clinical laboratory scientist verifies the validity of the results before they are finalized in the medical record.

NMC's laboratory staff currently does monitor and shall continue to monitor test utilization to look for opportunities to in-source any test that has high volume and methodology which could be incorporated into the Natividad Laboratory.

#### Commercial General Liability Insurance Exception

Commercial General Liability Insurance Additional Insured Endorsement requirements were previously waived for this vendor under this Agreement and continue to be waived because Quest Diagnostics is Self-Insured for Commercial General Liability Insurance.

This agreement replaces an older agreement that has been in place since 2005 and which expires on June 30, 2017. The new agreement does include a tiered pricing schedule that NMC negotiated when it realized that it did not reap the cost savings which had previously been agreed to by both parties. The first tier is heavily discounted to allow NMC an opportunity to achieve approximately \$100,000 in savings. Once that savings has been reach it moves to another pricing tier equivalent to the MedAssets GPO pricing throughout the remainder of the term of the agreement.

For the past two years NMC has spent approximately \$1,000,000 annually with Quest Diagnostics. In prior years NMC spent approximately half that amount due to lower volumes. The cost increased significantly once NMC obtained designation as a Trauma Center. Although the total agreement amount appears to be increasing annually, NMC has negotiated the pricing in this new agreement to ensure that the cost for each lab reference service has decreased thereby yielding savings on each individual reference lab service item requested.

#### **OTHER AGENCY INVOLVEMENT:**

County Counsel has reviewed and approved this agreement as to legal form and risk provisions, and the Auditor-Controller has reviewed and approved as to payment provisions. The agreement has also been reviewed and approved by NMC's Finance Committee on March 23, 2017 and by its Board of Trustees on April 7, 2017.

#### **FINANCING:**

The cost for this new agreement is \$3,000,000 for a four year period, \$700,000 of which is included in the Fiscal Year 2017-18 Recommended Budget. Amounts for remaining years of the agreement will be included in those budgets as appropriate. There is no impact to the General Fund.

Prepared by: Heidi Riggenbach, Clinical Lab Manager, 783-7660 Approved by: Gary R. Gray, DO, Chief Executive Officer, 783-2504

Attachments:

Quest Diagnostics, Inc. Agreement

Attachments on file with the Clerk of the Board

# AN Natividad MEDICAL CENTER COUNTY OF MONTEREY AGREEMENT FOR SERVICES (MORE THAN \$100,000)

This Agreement for Services (hereinafter "Agreement") is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter, "the County"), on behalf of Natividad Medical Center ("NMC"), a general acute care teaching hospital wholly owned and operated by the County, and Quest Diagnostics, Inc. (hereinafter "CONTRACTOR").

#### RECITALS

WHEREAS, NMC and CONTRACTOR entered into an agreement (hereinafter "2005 Agreement) with an effective date of July 1, 2005 for reference lab testing services and as per Amendment No. 10 the term of the 2005 Agreement was extended through June 30, 2017; and

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WHEREAS, NMC and CONTRACTOR agree to terminate the 2005 Agreement and replace it with this Agreement (hereinafter "Agreement") effective as of June 14, 2017. July 1, 2017.

#### **AGREEMENT**

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

- GENERAL DESCRIPTION OF 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: <u>Provide reference lab testing services.</u>
- 2. 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 \$3,000,000.
- 3. TERM OF AGREEMENT.

July 1, 2017 through June 30, 2021

- 3.1. The term of this Agreement is from <u>June 14, 2017 through June 13, 2021</u> 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.
- 3.2. NMC reserves the right to cancel this Agreement, or an extension of this Agreement, without cause, with a thirty (30) day written notice, or with cause immediately.
- 4. ADDITIONAL PROVISIONS/EXHIBITS. The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A: Scope of Services/Payment Provisions (plus Attachments A and B to Exhibit A)

Exhibit B: Addendum #1 (changes to Terms and Conditions of this Agreement)

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Page 1 of 31

Quest Diagnostics Agreement Term: 6/<del>14/17-6/13/21</del> NTE: \$3,000,000

#### 5. PERFORMANCE STANDARDS.

- 5.1. 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. See attached Addendum
- 5.2. 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.
- 5.3. 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.

#### 6. PAYMENT CONDITIONS.

- 6.1. Prices shall remain firm for the term of the Agreement as per the attached Exhibit A. initial term of the Agreement and, thereafter, may be adjusted annually as provide in this paragraph. NMC does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
  See attached Addendum
- 6.2. Proposed negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety (90) days prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County (NMC) and the CONTRACTOR.
- 6.3. CONTRACTOR shall not receive reimbursement for travel expenses unless set forth in this Agreement, and then only in accordance with any applicable County policies.
- 6.4. Invoice amounts shall be billed directly to the ordering department.
- 6.5. CONTRACTOR shall 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 the amounts claimed, and such other information pertinent to the invoice. NMC 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.

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Page 2 of 31

Quest Diagnostics Agreement Term: 6/14/17-6/13/21 フノリスマー6/2/2/2 NTE: \$3.000,000

#### 7. TERMINATION.

- 7.1. 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. See attached Addendum
- 7.2. 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. See attached Addendum
- 7.3 NMC's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for NMC's purchase of the indicated quantity of services, then NMC may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

#### 8. INDEMNIFICATION.

8.1 CONTRACTOR shall indomnify, defend, and hold harmless the County of Monterey (hereinafter "County"), its officers, agents and employees from any and all claims, liability and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors. See attached Addendum

#### 9. INSURANCE.

9.1 Evidence of Coverage:

Prior to commencement of this Agreement, the CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required heroin 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.

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Quest Diagnostics Agreement

Term: 6/14/17-6/13/21

NTE: \$3,000,000

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. See attached Addendum

- 9.2 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 than 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.
- 9.3 <u>Insurance Coverage Requirements:</u> 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 \$1,000,000 per occurrence.
Exemption/Modification (Justification attached; subject to approval).
Workers' Compensation Insurance, If CONTRACTOR employs others 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.

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).

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

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Page 4 of 31

Quest Diagnostics Agreement
Term: 6:14/17-6:13721NTE: \$3,000,000

#### 9.4 Other 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.

See attached Addendum

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Montercy, 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 (2000). The required endorsement from for Automobile Additional Insured Endorsement is ISO Form CA 20 48 02 99. See attached Addendum

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 (5) fifteen (15) 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.

10. RECORDS AND CONFIDENTIALITY.

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Quest Diagnostics Agreement
Term: 6/14/17-6/13/21 "7/1/17 - 6/30/21
NTE: \$3,000,000

- 10.1 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.
- 10.2 NMC Records. When this Agreement expires or terminates, CONTRACTOR shall return to NMC any NMC records which CONTRACTOR used or received from NMC to perform services under this Agreement.
- 10.3 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.
- 10.4 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 or \$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.
- 10.5 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. See attached Addendum
- 11. 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\_ps to be prohibited discrimination.

Quest Diagnostics Agreement Term: 6/14/17-6/13/21 NTE: \$3,000,000

- 12. 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.
- 13. 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 and 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.
- 14. 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

#### NATIVIDAD MEDICAL CENTER:

Natividad Medical Center Attn: Contracts Division Natividad Medical Center 1441Constitution Blvd Salinas, CA. 93906 FAX: 831-757-2592

#### **CONTRACTOR:**

Name: Quest Diagnostics Nichols, Chantilly

Attn: Hospital Sales Support

Address: 14225 Newbrook Drive

City, State, Zip: Chantilly, VA 20153

FAX: 610.271.4411

Email: Mailbox\_hospslssupp@questdiagnostics.com

#### 15. MISCELLANEOUS PROVISIONS.

- 15.1 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.
- 15.2 <u>Amendment</u>: This Agreement may be amended or modified only by an instrument in writing signed by NMC and the Contractor.

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Quest Diagnostics Agreement Term: 64447-64324 NTE: \$3,000,000

- 15.3 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.
- 15.4 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.
- 15.5 Disputes: CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 15.6 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.
- 15.7 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.
- 15.8 Compliance with Applicable Law: The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.9 Headings: The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 Time is of the Essence: Time is of the essence in each and all of the provisions of this Agreement
- 15.11 Governing Law: This Agreement shall be governed by and interpreted under the laws of the State of California.
- 15.12 Non-exclusive Agreement: This Agreement is non-exclusive and each of NMC and CONTRACTOR expressly reserves the right to contract with other entities for the same or similar services.
- 15.13 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.
- 15.14 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.

Quest Diagnostics Agreement
Term: 6/14/17-6/13/21
VY17 - 4/3/21

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- 15.15 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.
- 15.16 <u>Interpretation of Conflicting Provisions</u>: 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.

NATIVIDAD MEDICAL CENTER	CONTRACTOR
By:Gary R. Gray, DO, CEO	Quest Diagnostics, Inc. Contractor's Business Names (see instructions)
Date:	Signature of Chair, President, or Vice-President  Katie Bishar, Vice President Esoteric Operations  Name and Title
APPROVED AS TO LEGAL PROVISIONS	Date: 5 3 2017
By:	By: Wayes
Date: May 24, 2017	(Signature of Sebretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)  Julia Wang. Vice President Regional Finance and Enterprise Commercial Name and Title
Approved as to Fiscal Provisions	Date: 5/5/2017
By:	***  If CONTRACTOR is a corporation, including limited
Date: 53317	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,

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required).

Quest Diagnostics Agreement Term: 6/14/17-6/13/21 NTE: \$3,000,000

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

- 15.15 <u>Integration</u>: 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.
- 15.16 <u>Interpretation of Conflicting Provisions</u>: 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.

NATIVIDAD MEDICAL CENTER
By: Gay R DO CEO
Date:
APPROVED AS TO LEGAL PROVISIONS
By: Monterey County Deputy County Counsel
Date: May 24, 2017
APPROVED AS TO FISCAL PROVISIONS
By: Monterey County Chief-Deputy Auditor/Controller
Date:

#### **CONTRACTOR**

Quest Diagnostics, Inc.
Contractor's Business Name*** (see instructions)
Oller XX
Signature of Chair, President, or Vice-President
Katie Bishar, Vice President Esoteric Operations
Name and Title
Date: 5 3 2017
By: (Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)
Julia Wang, Vice President Regional Finance and Enterprise Commercial
Name and Title
Date: $\frac{5/5/2017}{}$
***Instructions

#### \*\*\*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).

### EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

I. Description of All Services to be Rendered by CONTRACTOR: CONTRACTOR shall provide NMC with reference laboratory services. Specimens shall be collected at NMC by CONTRACTOR on a daily basis, excluding holidays. CONTRACTOR shall provide test results in a secure electronic manner via an already established system interface with NMC's MEDITECH system. CONTRACTOR shall provide monthly reports to NMC summarizing all activity for that previous month.

#### II. CONTRACTOR Obligations:

a. CONTRACTOR shall comply with all state and federal laws, regulations and guidelines safety codes pertaining to working with lab specimens.

#### III. NMC Obligations:

a. NMC shall comply with all state and federal laws, regulations and guidelines regarding packaging, labeling and reporting requirements of specimens.

#### IV. Pricing/Fees:

- a. <u>Pricing.</u> CONTRACTOR agrees to hold firm the attached pricing in Attachment A attached to this Exhibit A ("Attachment A"), which equals the MedAssets GPO pricing at the time this Agreement was established, effective throughout the full term of this Agreement and contingent upon the following:
  - i. Throughout the Term of this Agreement, NMC agrees to must commit to using Quest as its primary reference laboratory, by purchasing a minimum of eighty percent (80%) of its total reference laboratory service purchases of NMC which are directly billed to NMC.
  - ii. Pricing in Attachment A shall go into effect after an approximate \$100,000 cost savings has been obtained by NMC as described below in Section IV (b) below.
- b. <u>Temporary Fee Reduction.</u> CONTRACTOR agrees to reduce fees on selected tests as per Attachment B attached to this Exhibit A ("Attachment B") to facilitate a cost savings amount of approximately \$100,000 for NMC effective at the start of this Agreement.
  - Savings amount shall be approximately \$100,000 or as close to that amount as the parties can reach by agreeing to do the following; once \$90,000 in savings has been reached via Attachment B billing, CONTRACTOR will promptly notify NMC which will initiate NMC to begin loading the new pricing in Attachment A into its systems for its billing purposes. Once NMC and CONTRACTOR have coordinated all tasks necessary to update their individual billing systems respectively with the Attachment A pricing, both parties shall select the soonest possible date to establish as the effective start date for the new pricing in Attachment A to go into effect for the remainder of the Agreement. Both parties

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Quest Diagnostics Agreement
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agree that the effective start date for the new pricing in Attachment A is not to exceed 60 days from CONTRACTOR notification of the \$90,000 threshold attainment.

- ii. Both parties agree that Attachment B pricing shall expire upon implementation of the new pricing in Attachment A as determined by both parties as per section IV
  (b) (i) above, at which point the pricing in Attachment A will become effective for the remainder of the four (4) year Agreement term.
  - i. CONTRACTOR will track attainment towards the \$100,000 cost savings amount and provide monthly updates to Natividad on the status.
- iii. Both parties agree that Attachment B pricing is temporary and shall only remain in effect to extend a cost savings to NMC of as close to \$100,000 as timing and pending transactions allow for. Both parties agree that an exact \$100,000 savings is not likely to obtain due to the fact that it is not possible to predict how many lab requests will be pending at the time of transition between the pricing in Attachment B to the pricing in Attachment A.
- iv. If NMC receives payment under Medicare, Medicaid or any other Federal health care program for any of the Laboratory Services under this Agreement, NMC agrees to disclose the discounts provided hereunder, to the extent applicable, in accordance with the requirements of the OIG Discount Safe Harbor (42 CFR 1001.952(h)).
- c. No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.
- d. Travel reimbursement is not permitted under this Agreement.

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Quest Diagnostics Agreement

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Term: 6/14/17-6/13/2)
NTE: \$3,000,000



Totals Dollar Savings Percent Savings 10,812

\$840,128.88

\$590,110.36 (\$250,018.52) -29,76%

HBOT 61224251

		ine			12 Month				The property of the second		
1	768	853X	Alpha-1-Antitrypsin (AAT) Phenotype		Volume 4	\$96.86	\$387.44		\$96.86	\$387.44	
2	454	683	Angiotensin Converting Enzyme (ACE)		16	\$13.85	\$221.60	*	\$13.85	\$221.60	
3	206v1	003	Acetylcholine Receptor Binding Antibody		4	\$57.21	\$228.84	•	\$43.65	\$174.60	
4	34459	34459	Acetylcholine Receptor Blocking Antibody		8	\$135.78	\$1,086.24		\$135.78	\$1,086,24	
5	26474	26474	Acetylcholine Receptor Modulating Antibody		4	\$141.00	\$564.00	•	\$84.00	\$336,00	
6	211v1	20474	ACTH, Plasma		12	\$35.75	\$429.00	•	\$35.75	\$429.00	
7	15043v1		Actin (Smooth Muscle) Antibody (IgG)		8	\$15.00	\$120,00	*	\$15,00	\$120.00	
8	14531	14531	Acylcarnitine, Plasma		4	\$172.00	\$688.00		\$89.20	\$356.80	
9	17696	17696	Adenosine Deaminase, Pleural Fluid		20	\$150.00	\$3,000.00		\$150,00	\$3,000.00	
10	14532	14532	ADAMTS13 Activity with Reflex to Inhibitor		4	\$220.00	\$880.00		\$145.71	\$582.84	
11	782	224X	Albumin, CSF		4	\$6.78	\$27.12		\$6.78	\$27.12	
12	90418	90418	Alcohol Metabolites with Confirmation, Urine		4	\$60.00	\$240.00		\$60.00	\$240.00	
13	19938	19938X	Alcohol, Ethyl, Random Urine (19938)		4	\$67.58	\$270.32	*	\$29.62	\$118.48	
14	495	227	Aldolase		4	\$8.40	\$33.60	*	\$7.14	\$28.56	
15	4069	17181	Aldosterone, LC/MS/MS		20	\$32.93	\$658.60	•	\$32.93	\$658.60	
16	235L	235	Alpha-1-Antitrypsin Quantitation		4	\$20.75	\$83,00		\$20,75	\$83,00	
17	401	767X	Amino Acid Analysis, LC/MS, Plasma		8	\$80.00	\$640.00	*	\$80,00	\$640.00	
18	317	36183X	Amino Acid Analysis, LC/MS, Urine		4	\$447.34	\$1,789,36	*	\$250.00	\$1,000,00	
19	13075	241Z	Amphetamine by GC/MS, Urine (241Z)		4	\$19.00	\$76.00	*	\$19.00	\$76.00	
20	735	37521X	ANAchoice(R) Panel 1 with Reflexes	-	36	\$121.35	\$4,368.60		\$96.73	\$3,482.28	
21	735-2	070217	ANA TITER & PATTERN		4	\$17,50	\$70.00	*	\$6,00	\$24,00	
22	249-2	249-2	ANA. Titer & Pattern		76	\$6.00	\$456.00	*	\$6.00	\$456.00	
23	249L	249	ANA IFA Screen with Reflex to Titer and Pattern, IFA		276	\$7.75	\$2,139,00		\$7.75	\$2,139,00	
24	19946	19946X	ANAchoice(R) Specific Antibodies Cascading Reflex		72	\$14.47	\$1.041.84	*	\$7.75	\$558.00	
25	4888	70171X	ANCA Screen with Reflex to ANCA Titer		44	\$59.35	\$2,611,40	•	\$25.00	\$1,100.00	
26	9638	70159X	ANCA Screen with MPO and PR3, with Reflex to ANCA Titer		12	\$259,35	\$3,112,20	*	\$100.00	\$1,200,00	
27	9426	14890X	Antiphospholipid Antibody Panel		20	\$180,00	\$3,600.00	*	\$180.00	\$3,600.00	
28	216v1		Antithrombin III Activity		20	\$33,00	\$660,00	*	\$33,00	\$660,00	
29	9519	17307X	Alpha-1 Antitrypsin (AAT) Quantitation and Mutation Analysis		4	\$295.75	\$1,183.00		\$295.75	\$1,183.00	
30	587	5224	Apolipoprotein B		4	\$12.39	\$49,56		\$12.39	\$49.56	
31	3106	265X	Antistreptolysin-O		8	\$8,00	\$64.00	*	\$8.00	\$64.00	
32	3107	20341X	Aspergillus Antibodies, Serum (40155)		8	\$21.75	\$174.00		\$21.75	\$174,00	
33	3637	37671X	Bartonella henselae Antibodies (IgG, IgM) with Reflex(es) to Titer (40771)		8	\$149.00	\$1,192.00		\$74,50	\$596.00	
34	13059	17825X	Bordetella pertussis IgG and IgA Antibodies, MAID (42255)		4	\$175.00	\$700.00	*	\$118.45	\$473,80	
35	740	852	Beta-2-Microglobulin, Serum		16	\$25.75	\$412.00		\$25,75	\$412.00	
36	3438	34251X	Bartonella Species Antibody (IgG, IgM) with Reflex(es) to Titer (40881)		4	\$149.00	\$596.00	*	\$43.79	\$175,16	
37	2240	3210X	Bicarbonate, Urine (0645U)	NMS Labs	8	\$39.00	\$312.00		\$39.00	\$312.00	
38	4634	19546	Bile Acids, Fractionated and Total, Pregnancy		108	\$120.61	\$13,025.88	*	\$57.90	\$6,253.20	
39	4169	11274	BK Virus DNA, Quantitative Real-Time PCR, Plasma (47900)		4	\$234.40	\$937.60	*	\$125.00	\$500.00	
40	16581	16581X	BK Virus DNA, Quantitative Real-Time PCR, Urine (47901)		4	\$234.40	\$937.60		\$125,00	\$500.00	
41	91863	91863	BRCAvantage(TM), Comprehensive		8	\$2,150.00	\$17,200.00		\$2,150.00	\$17,200.00	
42	91068	91068	Brucella Antibodies (IgG, IgM), EIA with Reflex to Agglutination		4	\$108.00	\$432.00	•	\$51,95	\$207.80	
43	11361v1		Chlamydia trachomatis RNA. TMA		8	\$35.00	\$280.00	*	\$30.00	\$240.00	
44	761	297	C1 Inhibitor, Functional		4	\$59.62	\$238.48	•	\$21,79	\$87.16	
45	351v1		Complement Component C3		20	\$7.51	\$150.20	*******	\$7.51	\$150.20	
46	353v1		Complement Component C4c		20	\$7.51	\$150.20	*	\$7.51	\$150.20	
47	409	29256	CA 125		52	\$31,36	\$1,630,72	•	\$12,60	\$655,20	
48	6304	5819X	CA 15-3		4	\$28.43	\$113.72	•	\$13.82	\$55.28	
49	475	4698	CA 19-9		40	\$14,15	\$566,00	*	\$11,62	\$464,80	
50	358	1635X	Calcium, 24-Hour Urine (w/ Creatinine)		20	\$21.52	\$430.40	•	\$8.16	\$163.20	
51	4262	1633X	Calcium, Random Urine (w/ Creatinine)		24	\$8,16	\$195,84	•	\$8,16	\$195.84	
52	16796		Calprotectin, Stool		4	\$140.00	\$560.00	*	\$98.76	\$395.04	
53	7352	7352	Cardiolipin Antibodies (IgG, IgA, IgM)		16	\$63.42	\$1,014.72	•	\$60,00	\$960.00	
54	989	70107X	Carnitine, LC/MS/MS	Page 12 of 31	4	\$137.86	\$551.44	•	\$50.01	\$200.04	
									- Corner Pri		

50.01 | \$200.04 | Quest Diagnostics Agreement Term: 6/14/17-6/13/21 NTE: \$3,000,000



Quest Diagnostics Incorporated - SJC
Pricing Evaluation and Proposal for Natividad Medical Center, SALINAS, CA 93906 - Medassets - July, 2016

Totals Dollar Savings Percent Savings 10,812

\$840,128.88

\$590,110.36 (\$250,018.52) -29.76%

mfidential

HBOT 61224251

		No.			12 Month Volume						
55	584	314X	Catecholamines, Fractionated, Plasma		12	\$47.55	\$570.60		\$47.55	\$570.60	
56	5244v1		Catecholamines, Fractionated, Random Urine		8	\$56.25	\$450.00	•	\$25.00	\$200,00	
57	6546	11173	Cyclic Citrullinated Peptide (CCP) Antibody (IgG)		36	\$58.50	\$2,106.00	•	\$58.50	\$2,106.00	
58	4480	978	CEA		48	\$24.72	\$1,186.56		\$14.00	\$672.00	
59	17421	17421	CEA, Peritoneal Fluid		4	\$29,66	\$118.64		\$29.66	\$118.64	
60	19955	19955	Celiac Disease Comprehensive Panel		76	\$103.51	\$7,866.76	*	\$39.68	\$3,015.68	
61	15981	15981	Celiac Disease Comprehensive Panel, Infant		8	\$175.51	\$1,404.08	*	\$55.28	\$442.24	
62	326v1		Ceruloplasmin		12	\$14.12	\$169.44		\$14.12	\$169.44	
63	92068	92068	CFvantage(R) Cystic Fibrosis Expanded Screen		48	\$550.00	\$26,400.00	*	\$251.07	\$12,051.36	
64	5064v1		Childhood Allergy (Food and Environmental) Profile		12	\$171.37	\$2,056.44	•	\$107.05	\$1,284.60	
65	16506v1		Chlamydia trachomatis/Neisseria gonorrhoeae RNA, TMA, Rectal		28	\$120.00	\$3,360.00		\$60.00	\$1,680.00	
66	70051v1		Chlamydia trachomatis/Neisseria gonorrhoeae RNA, TMA, Throat		12	\$102.00	\$1,224.00	•	\$60.00	\$720.00	
67	14520	14520X	Chloride without Creatinine, Random Urine (5303UR)		12	\$10.76	\$129.12		\$10.76	\$129.12	
68	17586	17586X	Cholesterol, Pleural Fluid		28	\$4.48	\$125.44		\$4.48	\$125,44	
69	3966-1		Chromatin (Nucleosomal) Antibody		12	\$55.00	\$660.00		\$55.00	\$660.00	
70	5022	14600X	Chromosome Analysis, Hematologic Malignancy		8	\$744,71	\$5,957.68		\$744.71	\$5,957.68	
71	5010	14596	Chromosome Analysis, Blood		12	\$225.00	\$2,700.00	*	\$225.00	\$2,700.00	
72	5011	14595X	Chromosome Analysis, High Resolution		8	\$781.00	\$6,248.00	*	\$730.00	\$5,840.00	
73	16478	16478	Chromosomal Microarray, Postnatal, ClariSure(R) Oligo-SNP		28	\$1,100.00	\$30,800.00	*	\$878.15	\$24,588.20	
74	1769v1		Clozapine		8	\$75.00	\$600.00	•	\$75.00	\$600.00	
75	403v2		Cytomegalovirus Antibody (IgG)		8	\$21.70	\$173,60	•	\$8.93	\$71.44	
76	6732v2		Cytomegalovirus Antibodies (IgG, IgM)		12	\$44.50	\$534.00	_ •	\$20.26	\$243.12	
77	2627v1		Cytomegalovirus, Conventional and Rapid, Culture		4	\$79.00	\$316.00		\$52,49	\$209.96	
78	3243	10600X	Cytomegalovirus DNA, Quantitative Real-Time PCR (45050)		20	\$260.10	\$5,202.00		\$92.40	\$1,848.00	
79	3223	10601X	Cytomegalovirus DNA, Qualitative Real-Time PCR (45000)		4	\$216.75	\$867.00	•	\$80.00	\$320.00	
80	11741F	17788X	Coccidioides Ab, ID (CSF) (60290)		4	\$153.00	\$612.00	•	\$58.00	\$232.00	
81	3117	906	Coccidioides Antibody, Complement Fixation, Serum (40280)		20	\$12.00	\$240.00	•	\$12.00	\$240.00	
82	3123	908X	Coccidioides Antibody, Immunodiffusion, Serum (40290)		32	\$15,00	\$480.00		\$15.00	\$480,00	
83	19963	19963	Coccidioides Antibodies to TP and F Antigens, ID		4	\$47.00	\$188.00		\$47.00	\$188.00	
84	618v1		Complement, Total (CH50)	-	4	\$21.75	\$87.00	<u> </u>	\$21.75	\$87.00	
85	363v2		Copper		104	\$15.76	\$1,639.04		\$15.00	\$1,560.00	
86	365v1		Copper, 24-Hour Urine		12	\$19.90	\$238.80		\$19.90	\$238.80	
87	372L	372	C-Peptide C-Peptide		24	\$22.25	\$534,00		\$22.25	\$534.00	
88	3984	36562	Cryoglobulin (% Cryocrit), Serum		12	\$13.21	\$158.52		\$13.21	\$158.52	
89	37358	37358	Cryoglobulin Screen with Reflex to Cryoglobulin Profile, Serum		12	\$9.20	\$110,40	·	\$9.20	\$110.40	
90	11196v1		Cryptococcal Antigen, Latex Screen with Reflex to Titer		56	\$27.84	\$1,559.04		\$27.84	\$1,559.04	
91	689v1		Culture, Viral, Body Fluids, Tissues		8	\$36.60	\$292.80		\$36.60	\$292.80	
92	8812v1		Cyclosporine A, Trough, Blood		12	\$18.78	\$225.36	*	\$18.78	\$225.36	
93	10490	10490	Cytochrome P450 2D6 Genotype		4	\$345.00	\$1,380.00	•	\$226.85	\$907.40	
94	11661F	34279X	Cysticercus IgG Antibody, Western Blot (Serum) (40352)		8	\$65,30	\$522,40		\$65,30	\$522.40	
95	532	402	DHEA Sulfate		16	\$15.75	\$252.00	•	\$15.75	\$252.00	
96	418	19894	DHEA (Dehydroepiandrosterone), Unconjugated, LC/MS/MS		4	\$30.00	\$120.00		\$18.30	\$73.20	
97	4102	8293	Direct LDL		16	\$8.96	\$143.36		\$8.96	\$143,36	
98	833	255	DNA (ds) Antibody		32	\$11.50	\$368.00	<u>.</u>	\$11.50	\$368.00	
99	833-1		DNA (ds) Antibody		12	\$55.00	\$660.00		\$11.50	\$138.00	
100	12903	454X	Drug Screen Panel 5, Meconium (45489)		80	\$55.00	\$4,400.00	<u> </u>	\$55.00	\$4,400.00	
101	12673	38088X	Drugs of Abuse Screen, Serum (3720)		4	\$80.02	\$320.08	*	\$60.64	\$242,56	
102	3586-4	3586-4	dRWT Confirm		8	\$42.04	\$336.32		\$37.59	\$300.72	
103	11719F	34964X	Entamoeba histolytica Antigen, EIA (50105)		4	\$44.00	\$176.00		\$36.78	\$147.12	
104	6421v2		Epstein-Barr Virus Antibody Panel		8	\$81.74	\$653.92		\$81.74	\$653.92	
105	3057	10186X	Epstein Barr Virus DNA, Quantitative Real-Time PCR (48453)		48	\$218.40	\$10,483.20	<u> </u>	\$91.68	\$4,400.64	
106	10 <b>0</b> 5F	38015X	Epstein-Barr Virus Viral Capsid Antigen (VCA) Antibody (IgA) (40480)		8	\$44.00	\$352.00		\$44.00	\$352.00	
107	91307	91307	Echinococcus Antibody (IgG), EIA with Reflex to Western Blot		4	\$113.83	\$455.32	•	\$42.12	\$168.48	
108	6986	31595X	Electrolytes, Feces (4945)	Page 13 of 31	4	\$111,00	\$444.00		\$111,00	\$444.00 Diagnostics Agree	

11.00 | \$444.00 | Quest Diagnostics Agreement Term: 6/14/17-6/13/21 | NTE: \$3,000,000



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10,812

\$840,128.88 \$590,110.36 (\$250,018.52) -29.76%

HBOT 61224251

mfidential

Totals Dollar Savings Percent Savings

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109	9163	92689	Protein Electrophoresis Panel 2		32	\$138.59	\$4,434.88	*	\$99.09	\$3,170.88	
110	3677	15064	Endomysial Antibody Screen (IgA) with Reflex to Titer		20	\$21.50	\$430.00	•	\$21.50	\$430.00	
111	1035	34278X	Entamoeba Histolytica IgG, ELISA (40105)		8	\$26.45	\$211.60	*	\$26.45	\$211.60	
112	6166	15082	Enterovirus RNA, Qualitative Real-Time PCR (47300)		20	\$341.00	\$6,820.00	•	\$141.05	\$2,821.00	
113	13326	70189X	Enterovirus/Parechovirus RNA, Qualitative Real-Time PCR (47440)		4	\$360.00	\$1,440.00	•	\$276,60	\$1,106.40	
114	427L	427	Erythropoietin (EPO)	Į	12	\$50.00	\$600.00		\$50.00	\$600.00	
115	36169	36169	Estradiol, Free, LC/MS/MS		28	\$173,00	\$4,844.00	•	\$95.93	\$2,686.04	
116	17900	17900	Factor V (Leiden) Mutation Analysis		20	\$80.00	\$1,600.00	*	\$92.40	\$1,848.00	
117	11327-2	11327-2	Factor V (Leiden) Mutation Analysis		4	\$192.18	\$768.72	*	\$92.40	\$369.60	
118	3698	344	Factor V Activity, Clotting		4	\$116.30	\$465.20	•	\$116.30	\$465.20	
119	3600	347	Factor VIII Activity, Clotting		4	\$74.00	\$296.00	*	\$74.00	\$296.00	
120	12405	11254X		ayo Clinic Laboratories-	4	\$410.52	\$1,642.08		\$410,52	\$1,642.08	
121	3746	3967	Fecal Fat, Qualitative		12	\$20.70	\$248.40	*	\$20.70	\$248.40	
122	92497	92497	FISH, Myeloma, 17p-, rea 14q32 with Reflexes		4	\$2,278.84	\$9,115.36		\$2,278.84	\$9,115.36	
123	92496-1	92496-1	FISH, Myeloma, IGH Panel (MAFB, MAF, FGFR3, CCND1)		4	\$1,470.84	\$5,883.36		\$1,470.84	\$5,883.36	
124	6058	14605X	FISH, Prader Willi		4	\$360.00	\$1,440.00	*	\$234.06	\$936,24	
125	6059	12070X	FISH, CML/ALL, bcr/abl Translocation 9,22		4	\$360.00	\$1,440.00	*	\$275.00	\$1,100.00	
126	5066v1	00004	Food Allergy Profile		12	\$120.84	\$1,450.08		\$90.00	\$1,080.00	
127	90394	90394	Free Thyroxine Index (FTI)		8	\$14,12	\$56,48		\$13.75	\$55.00 \$140.80	
128	36176	36176	FSH and LH, Pediatrics		72	\$115.33 \$22.22	\$922.64 \$1,599,84	*	\$17.60 \$8.80	\$140.80 \$633.60	
129	470v1		FSH (Follicle Stimulating Hormone)		8	\$22.22 \$11.00	\$1,599.84 \$88.00	•	\$8.80 \$11.00	\$633.50	
130	4112v1	F00	FTA-ABS		48	\$11.00 \$19.00	\$88.00 \$912.00	-	\$8,00	\$384.00	
131	500L	500	Glucose-6-Phosphate Dehydrogenase, (G-6-PD), Quantitative		40	\$84.85	\$339.40		\$36.70	\$146.80	
132	3557L 34878	3557X	Gabapentin		4	\$48.95	\$339.40 \$195.80		\$48.95	\$195.80	
133 134	34878 9088		Glutamic Acid Decarboxylase-65 Antibody GAD65, IA-2, and Insulin Autoantibody		12	\$450.00	\$5,400.00	*	\$334.80	\$4,017,60	
135	9088v1		GAD65, IA-2, and Insulin Autoantibody		12	\$450.00	\$5,400.00		\$334.80	\$4,017.60	
136	478L	478	Gastrin Gastrin		100	\$15.10	\$1,510.00		\$12.52	\$1,252.00	
137	724	257X	Glomerular Basement Membrane Antibody (IgG)		8	\$135.78	\$1,086.24		\$135.78	\$1,086,24	
138	11290v1	25/7	Fecal Globin by Immunochemistry		100	\$60,00	\$6,000,00	•	\$30.00	\$3,000.00	
139	521v1		Growth Hormone (GH)		8	\$21.10	\$168.80		\$21.10	\$168.80	
140	34838v1		Helicobacter pylori Antigen, EIA, Stool		104	\$86,96	\$9,043.84	*	\$46.54	\$4,840,16	
141	14839v1		Helicobacter pylori, Urea Breath Test		348	\$160.00	\$55.680.00	*	\$70.00	\$24,360,00	
142	92491v1		Helicobacter pylori, Urea Breath Test, Pediatric		84	\$160,00	\$13,440.00	•	\$70.00	\$5,880.00	
143	502v1		Haptoglobin		48	\$10.30	\$494.40	*	\$10.30	\$494.40	
144	8475v3		Hepatitis B Surface Antibody Immunity, Quantitative		72	\$10.88	\$783.36	•	\$10.00	\$720.00	
145	498v1		Hepatitis B Surface Antigen with Reflex to Confirmation		8	\$11.30	\$90.40		\$11.30	\$90.40	
146	EP10624		Hepatitis B Surface Antigen		4	\$11.30	\$45.20	•	\$11.30	\$45.20	
147	B369v1		Hepatitis B Virus DNA, Quantitative, Real-Time PCR		12	\$220.00	\$2,640.00	*	\$220.00	\$2,640.00	
148	472	8396	hCG, Total, Quantitative		16	\$23.26	\$372.16	•	\$23,26	\$372.16	
149	10051v1		Hepatitis C Viral RNA, Quantitative Real-Time PCR w/rfl to Qualitative TMA		16	\$261.12	\$4,177.92	*	\$92.40	\$1,478.40	
150	37811v1		Hepatitis C Viral RNA Genotype, LiPA(R)		24	\$173.00	\$4,152.00	*	\$173.00	\$4,152.00	
151	35645v1		Hepatitis C Viral RNA, Quantitative, Real-Time PCR		256	\$99.00	\$25,344.00	•	\$92.40	\$23,654.40	
152	EP10734		Hepatitis C Viral RNA, Quantitative Real-Time PCR		4	\$289.52	\$1,158.08	•	\$92.40	\$369.60	
153	37273v1		Hepatitis C Viral RNA, Qualitative TMA		8	\$221.00	\$1,768.00		\$221.00	\$1,768.00	
154	7655	7655	Heavy Metals Panel, Blood		4	\$80.28	\$321.12	*	\$40.82	\$163.28	
155	6595	35489	Hemoglobinopathy Evaluation		20	\$15.62	\$312.40	*	\$15.62	\$312.40	
156	4848v2		Hepatitis B Core Antibody (IgM)		12	\$13.00	\$156.00	•	\$13.00	\$156.00	
157	499v3		Hepatitis B Surface Antibody, Qualitative		8	\$8.00	\$64.00	*	\$8.00	\$64.00	
158	EP10719		Hepatitis B Surface Antibody Immunity (Quant) w/ Reflex to Surface Antigen		296	\$10.88	\$3,220.48	•	\$10.88	\$3,220.48	
159	414v1		Heparin-Induced Platelet Antibody		8	\$124.00	\$992.00		\$124.00	\$992,00	
160	508v1		Hepatitis A Antibody, Total		28	\$11.00	\$308.00	*	\$11.00	\$308.00	
161	512v1		Hepatitis A IgM		4	\$15.93	\$63.72		\$15.93	\$63.72	
162	556v1		Hepatitis Be Antibody Page	e 14 of 31	4	\$7.88	\$31.52	*	\$7.88	\$31.52 Diagnostics Agree	
									Quest 1	Diagnostics Agree	

Term: 6/14/17-6/13/21 NTE: \$3,000,000



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1244				Volume		niasida (melali ett. 1946)	da describir		
163	555v1		Hepatitis Be Antigen	12	\$7.88	\$94.56	*	\$7.88	\$94.56
164	8472v1		Hepatitis C Antibody with Reflex to HCV RNA, Quantitative Real-Time PCR	24	\$11.50	\$276.00	*	\$11.50	\$276.00
165	34290	34290	Herpes Simplex Virus Antigen Detection, DFA	4	\$59.00	\$236.00	•	\$49.97	\$199.88
166	3586-2	3586-2	Hexagonal Phase Confirm	8	\$42.04	\$336.32		\$42.04	\$336.32
167	91212	91212	Histoplasma Galactomannan Antigen, Urine	8	\$95.00	\$760,00		\$95,00	\$760.00
168	9424	14874	Heparin-Induced Thrombocytopenia Panel	12	\$384.00	\$4,608.00		\$384.00	\$4,608.00
169	34949v1		HIV-1 Genotype	4	\$400.00	\$1,600.00	*	\$273,50	\$1,094.00
170	91692v1		HIV-1 Genotype (RTI, PI, Integrase Inhibitors)	52	\$880.00	\$45,760.00	*	\$547.00	\$28,444.00
171	40085v1		HIV-1 RNA, Quantitative, Real-Time PCR	484	\$205.00	\$99,220.00	*	\$105.60	\$51,110.40
172	16185v1		HIV-1 RNA, Qualitative TMA	16	\$250.00	\$4,000.00	•	\$227.27	\$3,636.32
173	93170	93170	HIV 1/2 Ab Differentiation (Supplemental Use Only) with Reflex	56	\$30.00	\$1,680.00	*	\$25.00	\$1,400.00
174	19774	19774	HLA-B*5701 Typing (19774)	8	\$180.00	\$1,440.00		\$180,00	\$1,440.00
175	528v1		HLA-B27 Antigen	16	\$17.00	\$272.00	<u> </u>	\$17.00	\$272.00
176	31789	31789	Homocysteine	32 8	\$32.00 \$255.00	\$1,024.00 \$2.040.00		\$32.00	\$1,024.00
177	6292	10707X	Human Platelet Antigen 1 Genotype hs-CRP	8	\$255.00 \$28.50	\$2,040.00		\$255.00 \$28.50	\$2,040.00 \$228.00
178 179	10124v2 34257	34257		36	\$241.00	\$8,676.00	*	\$100.00	\$3,600.00
		34231	Herpes Simplex Virus, Type 1 & 2 DNA, Real-Time PCR (43200)  Herpes Simplex Virus 1/2 (IgG) Type-Specific Antibodies, CSF (60555)	4		\$250.08	•	\$100.00	\$227.36
180 181	8542v1 90851	90851	Herpes Simplex Virus 1/2 (Igts) Type-Specific Antibodies, CSF (60555)		\$62.52 \$50.25	\$402.00	<del></del>	\$10,25	\$227.36 \$82,00
182	90849	90849	Herpes Simplex Virus 1/2 Antibody (IgM), IFA with Reflex to Titer, CSF  Herpes Simplex Virus 1/2 Antibody (IgM), IFA with Reflex to Titer, Serum	4	\$10.25	\$41.00	•	\$10.25	\$41.00
183	19502	19502	Herpes Simplex Virus, Type 1 & 2 DNA, Quantitative Real-Time PCR (43220)	20	\$325.00	\$6,500,00		\$213.82	\$4.276.40
184	6447v1	19302	Herpes Simplex Virus 1/2 (IgG), Type-Specific Antibodies (HerpeSelect(R))	16	\$25.00	\$400.00	*	\$25.00	\$400.00
185	2692v1		Herpes Simplex Virus Culture	16	\$26.71	\$427,36		\$26.71	\$427.36
186	2649v1		Herpes Simplex Virus Culture with Reflex to Typing	4	\$26.71	\$106.84	· · · · · · · · · · · · · · · · · · ·	\$26.71	\$106.84
187	17495v1		Herpes Simplex Virus/Varicella Zoster Virus Rapid Culture	8	\$128.80	\$1,030,40		\$87.83	\$702.64
188	36175	36175	HTLV-VII Antibody w/Reflex to Confirmation Assay	16	\$88.52	\$1,416,32		\$88.52	\$1,416.32
189	37053	37053	Hu Antibody Screen with Reflex to Titer and Western Blot	4	\$150.00	\$600.00	*	\$76.87	\$307.48
190	3488	14978X	Hypersensitivity Pneumonitis Screen	4	\$156,60	\$626,40	•	\$57,33	\$229.32
191	539L	539	lgA	4	\$9.35	\$37.40	*	\$9.35	\$37.40
192	34458	34458	IGF Binding Protein-3 (IGFBP-3)	20	\$26.25	\$525.00	•	\$26,25	\$525.00
193	16293v1		IGF-I, LC/MS	28	\$25.60	\$716.80	*	\$25.60	\$716.80
194	771	7903	IgG Subclasses Panel	4	\$196.75	\$787.00	*	\$89.35	\$357.40
195	780	4448X	IgG, CSF	4	\$14.62	\$58,48	•	\$10.62	\$42.48
196	543L	543	IgG, Serum	4	\$9.35	\$37.40	*	\$9.35	\$37.40
197	3952	549	Immunofixation, Serum	32	\$38.59	\$1,234.88		\$38.59	\$1,234.88
198	3647-2	3647-2	Immunofixation, Serum	12	\$38.59	\$463.08		\$38.59	\$463.08
199	213v1		Immunofixation, Urine	12	\$38.59	\$463,08		\$38.59	\$463.08
200	542v1		Immunoglobulin E	12	\$11.05	\$132.60	*	\$11.05	\$132.60
201	7083	7083	Immunoglobulins Panel, Serum	32	\$28.05	\$897.60	*	\$28.05	\$897.60
202	16503	16503X	Inflammatory Bowel Disease Differentiation Panel	4	\$459,35	\$1,837,40	*	\$150,00	\$600.00
203	561v1		Insulin	80	\$12.40	\$992.00	<u> </u>	\$12.05	\$964.00
204	36741	36741	Islet Cell Antibody Screen with Reflex to Titer	8	\$29.40	\$235,20	<u> </u>	\$29.40	\$235.20
205	34973	34973	Itraconazole, HPLC	4	\$78.50	\$314.00	*	\$72.43	\$289.72
206	723	5810X	Jo-1 Antibody	4	\$86.16	\$344.64		\$55.00	\$220.00
207	723-3	11001	Jo-1 Antibody	4	\$91.00	\$364.00		\$55.00	\$220.00
208	3767	11234	Kappa/Lambda Light Chains, Free with Ratio, Serum Lacosamide, LCMS/MS	12	\$240.00 \$95.00	\$2,880.00 \$380.00		\$240.00	\$2,880.00
209	16262	16262		4		\$380,00		\$85.00	\$340.00
210	10156L	10156 22060	Lactoferrin, Qualitative, Stool	32	\$68.50 \$19.47	\$623,04		\$63.00 \$19.47	\$252.00 \$623.04
211	22060 5793	8927	Latex (k82) IgE	32	\$19.47 \$10.07	\$40.28	•	\$19.47	\$24.00
212	5/93 599v1	0921	Lead. Blood	712	\$10.07	\$4,143,84	•	\$5.82	\$4.143.84
213	11673F	8856	Legionella Antigen, EIA, Urine	240	\$21.90	\$5,256.00	*	\$20.00	\$4,143.84
214	35080-2	0000	Leukemia/Lymphoma Evaluation - 1 Additional Marker	4	\$37.95	\$5,256.00		\$20.00 \$37.95	\$4,800.00 \$151.80
216	35080-2		1 1 1 E 1 2 A 1 1 2 A 1 1 2 A 1 1 2 A 1 1 2 A 1 1 A 1 A	4	\$113.85	\$455.40		\$113,85	\$455.40
210	33000-4		Leukemia/Lymphoma Evaluation - 3 Additional Markers   Pege 15 of 31	<del>-</del>	\$110.00	\$4JJ.4U		Ollegi Di	agnostics Agreement

Quest Diagnostics Agreement Term: 6/14/17-6/13/21 NTE: \$3,000,000



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	Tasesacada				Volume	Marcadane de Indús de la	erindekterinik ika	mickorkari		BOTT TO THE STATE OF THE STATE
217	35080-1	THE STATE OF THE S	Leukemia/Lymphoma Evaluation		12	\$700.00	\$8,400.00	*	\$408.94	\$4,907.28
218	15142v1		Levetiracetam		24	\$65,25	\$1,566.00		\$65.25	\$1,566.00
219	615v1		LH		60	\$24.72	\$1,483,20	*	\$8.80	\$528.00
220	445	35436X	Lipoprotein Electrophoresis		4	\$68.00	\$272.00	•	\$40.99	\$163.96
221	10527	10527	Liver Cytosol (LC-1) Autoantibodies (5922)		4	\$138.00	\$552,00		\$138.00	\$552.00
222	92688	92688	Liver Fibrosis, FibroTest-ActiTest Panel		72	\$288.75	\$20,790.00	*	\$275.00	\$19,800.00
223	3592	15038	Liver Kidney Microsome (LKM-1) Antibody (IgG)		4	\$60.00	\$240.00	*	\$16,09	\$64,36
224	14530v1		Lp-PLA2 (Lipoprotein-Associated Phospholipase A2)		4	\$50.00	\$200.00		\$50.00	\$200.00
225	9328	10716	Lupus (12) Panel		12	\$126.57	\$1,518.84		\$130,50	\$1,566.00
226	7079	7079	Lupus Anticoagulant Evaluation with Reflex		40	\$42.04	\$1,681.60		\$42.04	\$1,681.60
227	8593v1		Lyme Disease Antibodies (IgG, IgM) Immunoblot		4	\$52.05	\$208.20	·	\$32.60	\$130.40
228	6646v1		Lyme Disease Antibody with Reflex to Blot (IgG, IgM)		8	\$6.10	\$48.80		\$6.10	\$48.80
229	15777	15777	Lyme Disease (Borrelia spp) DNA Qualitative Real-Time PCR, Blood		8	\$235.00	\$1,880.00	•	\$213.64	\$1,709.12
230	933	7924X	Lymphocyte Subset Panel 4		52	\$148.18	\$7,705,36	_ <u>:</u>	\$45.36	\$2,358.72
231	781	8360X	Lymphocyte Subset Panel 5		348	\$24.00	\$8,352.00		\$24.00	\$8,352.00
232	21130v1		Mycoplasma pneumoniae Antibody (IgM)		4	\$38.38	\$153.52		\$16.16	\$64.64
233	10063	10063	Myelin Assoc. Glycoprotein (MAG) Antibody w/Reflex to MAG-SGPG & MAG, EIA		4	\$105.00	\$420.00		\$105.00	\$420.00
234	394	625X	Magnesium, 24-Hour Urine (with Creatinine)		4	\$15.64	\$62.56		\$15.64	\$62.56
235	951v1		Manganese		4	\$62.64	\$250.56		\$37.18	\$148.72
236	13076	4846Z	Marijuana by GC/MS, Urine (131077)		4	\$26.71	\$106.84	*	\$19.53	\$78.12
237	3584	14962X	Metanephrines, Fractionated, LC/MS/MS, 24-Hour Urine		4	\$17.00	\$68.00	*	\$17.00	\$68.00
238	3587	14961X	Metanephrines, Fractionated, LC/MS/MS, Random Urine		4	\$27.05	\$108.20	*	\$27.05	\$108.20
239	13078	8418Z	Methadone by GC/MS, Urine (2087)		4	\$100.00	\$400.00	•	\$64.83	\$259.32
240	34879v1		Methylmalonic Acid		20	\$61.60	\$1,232.00	*	\$61.60	\$1,232.00
241	15281v1		Microalbumin, 24-Hour Urine (with Creatinine)		28	\$9.00	\$252.00	•	\$7.16	\$200.48
242	259v1		Mitochondrial Antibody with Reflex to Titer		16	\$12.25	\$196,00	•	\$12.25	\$196.00
243	8624v1		Mumps Virus Antibody (IgG)		180	\$23.85	\$4,293.00	•	\$10.00	\$1,800.00
244	36564	36564	Mumps Virus Antibodies (IgG, IgM)		8	\$58.87	\$470.96	•	\$38.87	\$310.96
245	10662v1		Mycophenolic Acid		12	\$92.55	\$1,110.60		\$92.55	\$1,110.60
246	660v1		Myoglobin, Serum		8	\$31.36	\$250.88		\$31.36	\$250.88
247	661v2		Myoglobin, Urine		4	\$26.25	\$105.00	•	\$15.06	\$60.24
248	11362L	11362X	Neisseria gonorrhoeae RNA, TMA		12	\$30.00	\$360.00	•	\$30.00	\$360.00
249	13130F	19098	Norovirus RNA, Qualitative Real-Time PCR (19098)		4	\$215.00	\$860.00	•	\$164.22	\$656.88
250	681L	681X	Ova and Parasites, Concentrate and Permanent Smear		148	\$8.37	\$1,238.76	•	\$8.37	\$1,238.76
251	790	674	Oligocional Bands (IgG), CSF		8	\$28.69	\$229.52	•	\$28.69	\$229.52
252	13246	15475X	Opiates, Expanded by GC/MS (U) (15475)		8	\$96.45	\$771.60		\$96.45	\$771.60
253	90561	90561	Organic Acids, Full Panel, Quantitative, Urine		4	\$389.76	\$1,559.04		\$389.76	\$1,559.04
254	90406	90406	Organic Acids, Qualitative, Urine		4	\$320.76	\$1,283.04		\$320.76	\$1,283.04
255	12992	36637	Oxcarbazepine Metabolite, Serum/Plasma (36637)		12	\$71.00	\$852.00		\$71.00	\$852.00
256	4191	14693Z	Pancreatic Elastase-1		4	\$224.00	\$896.00		\$97.38	\$389.52
257	8946v1		Parvovirus B19 Antibodies (IgG, IgM)		16	\$32.30	\$516.80	*	\$32.30	\$516.80
258	3927	34296X	Parvovirus B19 DNA, Qualitative Real-Time PCR (43010)		8	\$125.33	\$1,002.64		\$125.33	\$1,002.64
259	94335	700X	Pentobarbital (9852)		12	\$60.29	\$723.48		\$60.29	\$723.48
260	23692	3189	Phenytoin, Free (23692)		12	\$18.00	\$216.00	•	\$18.00	\$216.00
261	4055	719X	Phosphate, 24-Hour Urine (with Creatinine)		4	\$10.51	\$42.04		\$10.51	\$42.04
262	6054	6329	Porphobilinogen, Quantitative, Random Urine		4	\$34.45	\$137.80		\$34.45	\$137.80
263	4224	10290	Porphyrins, Total, Plasma		4	\$78.00	\$312.00	•	\$64.00	\$256.00
264	14521	14521X	Potassium without Creatinine, Random Urine (5311UR)		4	\$10.76	\$43.04	*	\$7.36	\$29.44
265	16846	16846	Plasma Renin Activity, LC/MS/MS		20	\$34.63	\$692.60		\$34.63	\$692.60
266	3647R	10269	Protein Electrophoresis, with Total Protein and Reflex to IFE, Serum		16	\$27.10	\$433.60	*	\$10.50	\$168.00
267	17183	17183	Progesterone, LC/MS/MS		12	\$22.22	\$266.64	•	\$22.22	\$266.64
268	1777v1		Protein C Activity		16	\$35.00	\$560.00	*	\$35.00	\$560.00
269	8645	39457X	PROTEIN C & PROTEIN S, FUNCTIONAL		20	\$84.00	\$1,680.00	•	\$77.00	\$1,540.00
270	3921	747	Protein, Total and Protein Electrophoresis	Page 16 of 31	52	\$10.50	\$546.00	*	\$10,50	\$546.00 Diagnostics Agreement
				ruge to or 51					Quest 1	nagnostics Agreement

Term: 6/14/17-6/13/21 NTE: \$3,000,000



Quest Diagnostics Incorporated - SJC
Pricing Evaluation and Proposal for Natividad Medical Center, SALINAS, CA 93906 - Medassets - July, 2016

10,812

\$840,128.88

\$590,110.36 (\$250,018,52) -29.76%

HBOT 61224251

onfidential

Totals Dollar Savings Percent Savings

1779/1	\$504.00 \$600.00 \$936.00 \$2,542.80 \$2,160.00 \$540.00 \$102.32 \$1,170.28 \$1,177.28 \$11,174.80 \$134.40 \$510.60 \$193.44 \$42,880.00 \$584.00 \$1821.28 \$111.84 \$360.00 \$2,629.12 \$308.72 \$744.00 \$48.00
10170v1   Protein S Antigen, Free   4 \$150.00 \$600.00 \$150.00   \$150.00   \$9010   \$8525   Protein Electrophoresis and Total Protein, Random Urine   36 \$26.00 \$336.00 \$28.00 \$28.00   \$28.00 \$29.00 \$28.00 \$29.00	\$600.00 \$936.00 \$2,542.80 \$2,160.00 \$540.00 \$102.32 \$1,178.28 \$1,977.72 \$11,104.80 \$134.40 \$510.60 \$193.44 \$42,880.00 \$584.00 \$1,821.28 \$111.84 \$360.00 \$2,629.12 \$308.72 \$744.00 \$48.00
9010   8525   Protein Electrophoresis and Total Protein, Random Urine   36   \$26,00   \$336,00   \$26,00   \$356,00   \$356,00   \$358,00	\$936.00 \$2,542.80 \$2,160.00 \$540.00 \$102.32 \$1,178.28 \$1,917.72 \$11,104.80 \$1334.40 \$510.60 \$193.44 \$42,880.00 \$584.00 \$1821.28 \$111.84 \$360.00 \$2,629.12 \$308.72 \$744.00 \$48.00
System   S	\$2,542,80 \$2,160,00 \$540,00 \$102,32 \$1,178,28 \$1,917,72 \$11,104,80 \$134,40 \$510,60 \$193,44 \$42,880,00 \$584,00 \$1,821,28 \$111,184 \$360,00 \$2,629,12 \$308,72 \$744,00 \$48,00
17909   17909   Prothrombin (Factor II) 20210G>A Mutation Analysis   16   \$135.00   \$2,160.00   \$135.00	\$2,160.00 \$540.00 \$102.32 \$1,178.28 \$1,917.72 \$11,104.80 \$134.40 \$510.60 \$193.44 \$42,880.00 \$182.128 \$111.184 \$360.00 \$2,629.12 \$308.72 \$744.00 \$48.00
11327-4	\$540.00 \$102.32 \$1,178.28 \$1,917.72 \$11,104.80 \$1334.40 \$510.60 \$193.44 \$42,880.00 \$584.00 \$1821.28 \$111.84 \$360.00 \$2,629.12 \$308.72 \$744.00 \$48.00
6783 5363 PSA, Total 4 \$25,58 \$102,32 \$25,58 6894 31348 PSA, Free and Total 36 \$32,73 \$1,172,28 \$32,73 \$6736v1 PTH, Intact (ICMA) and Ionized Calcium 28 \$92,97 \$2,603,16 \$32,73 \$1,172,28 \$12,73 \$1,172,28 \$12,73	\$102.32 \$1,178.28 \$1,977.72 \$11,104.80 \$134.40 \$510.60 \$193.44 \$42,880.00 \$584.00 \$1,821.28 \$111.84 \$360.00 \$2,629.12 \$308.72 \$744.00 \$48.00
6894   31348   PSA, Free and Total   36   \$32.73   \$1,178.28   \$32.73   \$36736v1   PTH, Intact (ICMA) and Ionized Calcium   28   \$92.97   \$2,603.16   \$68.49   \$70.75   \$16,980.00   \$46.27   \$4866   34478Z   PTH-Related Protein (PTH-RP)   4   \$172.33   \$689.32   \$33.60   \$1172.83   \$38953X   Pyruvate Kinase, Erythrocytes (PK)   4   \$172.33   \$689.32   \$33.60   \$127.65   \$310.60   \$372.00   \$48.36   \$400.00   \$3299   \$3299   Quetiapine, Serum/Plasma   8   \$73.00   \$40.00   \$42.880.00   \$73.00   \$32.90   \$3299   \$3299   Quetiapine, Serum/Plasma   8   \$73.00   \$346.64   \$113.83   \$334   \$15384   Rheumatoid Arthritis Diagnostic Panel, Comprehensive   \$16   \$216.79   \$3,468.64   \$113.83   \$334   \$15384   Rheumatoid Factor Screen with Reflex to Titer, Synovial Fluid   \$4   \$27.96   \$111.84   \$27.96   \$311.84   \$27.96   \$36.00   \$30.00   \$	\$1,178.28 \$1,917.72 \$11,104.80 \$134.40 \$510.60 \$193.44 \$42,880.00 \$584.00 \$1,821.28 \$111.84 \$360.00 \$2,629.12 \$308.72 \$744.00 \$48.00
38736v1	\$1,917.72 \$11,104.80 \$134.40 \$510.60 \$193.44 \$42,880.00 \$584.00 \$1,821.28 \$111.84 \$360.00 \$2,629.12 \$308.72 \$744.00 \$48.00
B837V1	\$11,104.80 \$134.40 \$510.60 \$193.44 \$42,880.00 \$584.00 \$1,821.28 \$111.84 \$360.00 \$2,629.12 \$308.72 \$744.00 \$48.00
4866   34478Z   PTH-Related Protein (PTH-RP)   4 \$172.33 \$689.32 \$33.50     11728   38953X   Pyruvate Kinase, Erythrocytes (PK)   5127.65 \$10.60 \$127.65 \$10.60 \$127.65 \$10.60 \$127.65 \$10.60 \$127.65 \$10.60 \$127.65 \$10.60 \$127.65 \$10.60 \$127.65 \$10.60 \$127.65 \$10.60 \$127.65 \$10.60 \$127.65 \$10.60 \$127.65 \$10.60 \$127.65 \$10.60 \$10.70 \$10.60 \$10.70 \$10.	\$134.40 \$510.60 \$193.44 \$42.880.00 \$584.00 \$1,821.28 \$111.84 \$360.00 \$2,629.12 \$308.72 \$744.00 \$48.00
11728   38953X   Pyruvate Kinase, Erythrocytes (PK)   Mayo Clinic Laboratories   4   \$127.65   \$510.60   \$127.65   \$7071v1   Q. Fever (Coxiella burnetii) Antibodies (IgG, IgM) with Reflex to Titers   4   \$93.00   \$372.00   \$42.800.00   \$42.800.00   \$40.00   \$42.800.00   \$40.00	\$510.60 \$193.44 \$42.880.00 \$584.00 \$1.821.28 \$111.84 \$380.00 \$2,629.12 \$308.72 \$744.00 \$48.00
37071v1   Q Fever (Coxiella burnetii) Antibodies (IgG, IgM) with Reflex to Titers   4 \$93.00 \$372.00 \$348.36   16803v2   QuantiFERON(R)-TB Gold, (Draw Site Incubated)   1072 \$40.00 \$42,880.00 \$540.00 \$373.00 \$35299 \$35299 Quetiapine, Serun/Plasma   8 \$73.00 \$584.00 \$73.00 \$1878   19878   19878X   Rheumatoid Arthritis Diagnostic Panel, Comprehensive   16 \$216.79 \$3,468.64 \$113.83 \$3834 \$15384   Rheumatoid Factor Screen with Reflex to Titer, Synovial Fluid   4 \$27.96 \$111.84 \$27.96 \$27.96 \$27.96 \$27.96 \$27.96 \$27.96 \$27.96 \$27.96 \$27.96 \$27	\$193.44 \$42.880.00 \$584.00 \$1,821.28 \$111.84 \$360.00 \$2,629.12 \$308.72 \$744.00 \$48.00
18603V2   QuantiFERON(R)-TB Gold, (Draw Site Incubated)   1072   \$40,00   \$42,880,00   *   \$40,00   \$42,880,00   *   \$40,00   \$42,880,00   *   \$40,00   \$42,880,00   *   \$40,00   \$42,880,00   *   \$40,00   \$42,880,00   *   \$40,00   \$42,880,00   *   \$40,00   \$42,880,00   *   \$40,00   \$42,880,00   \$73,00   \$40,00   \$42,880,00   \$40,00   \$42,880,00   \$40,	\$42,880,00 \$584,00 \$1,821,28 \$111,84 \$360,00 \$2,629,12 \$308,72 \$744,00 \$48,00
35299   35298   Quettapine, Serum/Plasma   8   \$73.00   \$584.00   \$73.00   \$73.00   \$19878   \$19878   Rheumatoid Arthritis Diagnostic Panel, Comprehensive   16   \$216.79   \$3.468.64   \$113.83   \$15384   Rheumatoid Factor Screen with Reflex to Titer, Synovial Fluid   4   \$27.96   \$111.84   \$27.96   \$19887-1   \$10.00	\$584.00 \$1,821.28 \$111.84 \$360.00 \$2,629.12 \$308.72 \$744.00 \$48.00
3834     15384     Rheumatoid Factor Screen with Reflex to Titer, Synovial Fluid     4     \$27.96     \$11.84     \$27.96       19887-1     RNP Antibody     12     \$30.00     \$36.00     \$30.00       37673v1     Rubella Antibodies (IgG, IgM) Diagnostic     52     \$50.56     \$2,629.12     \$50.56       4422L     4422X     Rubella Antibody (IgM)     8     \$38.59     \$308.72     \$38.59       3097     10582     Salmonella, Total Antibody, EIA (40450)     8     \$33.00     \$74.00     \$83.00       4942     4942     Sd-70 Antibody     4     \$12.00     \$48.00     *     \$12.00	\$111.84 \$390.00 \$2,629.12 \$308.72 \$744.00 \$48.00
3834     15384     Rheumatoid Factor Screen with Reflex to Titer, Synovial Fluid     4     \$27.96     \$11.84     \$27.96       19887-1     RNP Antibody     12     \$30.00     \$36.00     \$30.00       37673v1     Rubella Antibodies (IgG, IgM) Diagnostic     52     \$50.56     \$2,629.12     \$50.56       4422L     4422X     Rubella Antibody (IgM)     8     \$38.59     \$308.72     \$38.59       3097     10582     Salmonella, Total Antibody, EIA (40450)     8     \$33.00     \$74.00     \$83.00       4942     4942     Sd-70 Antibody     4     \$12.00     \$48.00     *     \$12.00	\$111.84 \$390.00 \$2,629.12 \$308.72 \$744.00 \$48.00
37673v1   Rubella Antibodies (IgG, IgM) Diagnostic   52 \$50.56 \$2,629.12 \$50.56	\$2,629.12 \$308.72 \$744.00 \$48.00
4422L     4422X     Rubella Antibody (IgM)     8     \$38.59     \$308.72     \$38.59       3097     10562     Salmonella, Total Antibody, EIA (40450)     8     \$93.00     \$744.00     \$83.00       4942     4942     ScH-70 Antibody     4     \$12.00     \$48.00     \$12.00	\$308.72 \$744.00 \$48.00
3097         10582         Salmonella, Total Antibody, EIA (40450)         8         \$93.00         \$744.00         \$93.00           4942         4942         Scl-70 Antibody         4         \$12.00         \$48.00         *         \$12.00	\$744.00 \$48.00
4942 4942 Scl-70 Antibody 4 \$12.00 \$48.00 * \$12.00	\$48.00
729-1 ScI-70 Antibody 4 \$55.00 \$220.00 * \$12.00	\$48.00
6528 825 Sickle Cell Screen 4 \$8.18 \$32.72 \$8,18	\$32.72
36712v1 Sirolimus LC/MS/MS 24 \$123.00 \$2,952.00 \$123.00	\$2,952.00
7832 7832 Sjogren's Antibodies (SS-A, SS-B) 8 \$17.50 \$140.00 • \$18.88	\$151.04
3262 38568 Sjogren's Antibody (SS-A) 4 \$45.17 \$180.68 * \$9.44	\$37.76
3262-1 Sjogren's Antibody (SS-A) 4 \$54.00 \$216.00 * \$9.44	\$37.76
3241 38569 Sjogren's Antibody (SS-B) 4 \$45.17 \$180.68 * \$9.44	\$37.76
3241-1 Sjogren's Antibody (SS-B) 4 \$54.00 \$216.00 * \$9.44	\$37.76
765 7448 Sm and Sm/RNP Antibodies 12 \$18.00 \$216.00 \$30.50	\$366.00
3218 37923 Sm Antibody 20 \$9.00 \$180.00 • \$9.00	\$180.00
3216-1   Sill Allidody   12   \$32.00   \$924.00   \$9.00	\$108.00
3222-1   SIIVRIT AIRBOUY   12   354.00   321.30	\$258.00
14627v1 Serotonin Release Assay, Unfractionated Heparin 8 \$280.00 \$2,080.00 \$2,080.00 \$2,000.00	\$2,080.00
12320 14637 SSDIAN (Single StrainGed DIAN) tigG Antibody (43512) 4 \$130,25 \$321,00 \$77.63	\$310.52
13360         30260X         Stone Analysis (4161)         4         \$56.39         \$225.56         \$17.23           30175v1         Sulfatide Autoantibody Test (210)         Athena Diagnostics, Inc.         4         \$500.00         \$200.00         \$500.00	\$68.92
	\$2,000.00 \$1,038.00
90827 90827 Trypanosoma cruzi Antibody, Total 8 \$90.95 \$727.60 \$90.95 859v1 T3, Total 40 \$12.15 \$486.00 * \$94.55	\$727.60 \$378.00
039VI 13, 10tal 15, 10tal 11 3 405.00 \$9.40 17733 177,733 177,733 174,70tal 17733 174,70tal 17	\$990.12
17/35 17/35 14, Iotal (Inyroxine) 140 37.00 \$1,04.00 \$ \$5,00 \$ \$5,00 \$ \$0.00 \$ \$ \$6,00 \$ \$ \$6,00 \$ \$ \$6,00 \$ \$ \$6,00 \$ \$ \$6,00 \$ \$ \$6,00 \$ \$ \$6,00 \$ \$ \$ \$6,00 \$ \$ \$ \$6,00 \$ \$ \$ \$6,00 \$ \$ \$ \$6,00 \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	\$4,800,00
700077   lacroimus, nighty Sensitive, LC/ms/ms   120 \$45,00 \$5,40,00 \$40,00 \$40,00 \$56 \$16 870X   TBG (Thyroxine Binding Globulin)   24 \$30,93 \$742,32 \$30,93	\$4,800.00 \$742.32
30 870   15G (Inyroxine Biriding Globulin) 24 \$30,93 \$742,32 \$30,93 \$3170   Testosterone, Free (Dialysis) and Total (LC/MS/MS) 68 \$60,00 \$4,080,00 * \$45,00	\$3,060,00
361   Testosterone, Total, LC/MS/MS   36 \$43,01 \$1,548,36 \$43,01 \$1,548,36 \$43,01	\$1,548.36
19503V1   Testosteriorie, Total, EUrisomo 30 93,01 31,94.50 345,01 404 267   Thyroglobulin Artibodies 4 \$9,40 \$37,60 * \$9,40 404 \$1,94.50	\$1,548.36 \$37.60
4 35.40 57.00 59.40 406 30278 Thyroglobulin Patibodies 8 \$22.75 \$182.00 * \$22.75	\$182.00
15102   15102   Thyroid Cascading Reflex   16 \$24.20 \$387.20 \$24.70	\$387.20
10   24.20   350.20   324.20   325.20	\$329.00
25 3001 Injuid Peroxidase and Thyroid Peroxid	\$169.20
120   100	\$1,213.20
30965v1 Topiramate 8 \$ \$27.00 \$216.00 \$ \$27.00	\$216.00
564441 Torch Panel, Acute Panel, Acute 9 \$670.76 * \$89,14	\$356.56
8444V1   10rch Panel, Acute   Page 17 of 31   4   \$167.69   \$670.76   \$89,14   Quest	\$356,56 Diagnostics Agreement

Term: 6/14/17-6/13/21 NTE: \$3,000,000



Quest Diagnostics Incorporated - SJC

Pricing Evaluation and Proposal for Natividad Medical Center, SALINAS, CA 93906 - Medassets - July, 2016

10,812

\$840,128.88

\$590,110.36 (\$250,018,52)

**HBOT 61224251** 

-29.76%

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		Milita		12 Month Volume				Mar: enda		
325	8636v2	desiration of the contraction of	Toxoplasma Antibodies (IgG, IgM)	48	\$17.50	\$840.00	•	\$17.50	\$840.00	
326	891v2		Transferrin	56	\$10.50	\$588.00	•	\$10,00	\$560.00	
327	11681F	17088X	Treponema pallidum Antibody, IFA (CSF) (63486)	4	\$20.76	\$83.04		\$20.76	\$83.04	
328	34484v1		Tryptase	4	\$69.97	\$279.88		\$69.97	\$279.88	
329	36577	36577	TSH Antibody	8	\$118.00	\$944.00		\$118.00	\$944.00	
330	19537	19537	TSH with HAMA Treatment	36	\$48.40	\$1,742.40		\$48.40	\$1,742.40	
331	30551	30551	TSI (Thyroid Stimulating Immunoglobulin)	24	\$57.20	\$1,372.80	•	\$57,20	\$1,372.80	
332	11073v1		Tissue Transglutaminase Antibody (IgG,IgA)	12	\$182.24	\$2,186.88	•	\$60.66	\$727.92	
333	19955-5	19955-5	Tissue Transglutaminase Antibody (IgG)	4	\$68.00	\$272,00		\$62.82	\$251,28	
334	1737L	1737X	Urea Nitrogen, Random Urine	4	\$10.76	\$43.04		\$10.76	\$43.04	
335	4705	17 <b>44</b> X	Uric Acid, Random Urine (w/ Creatinine)	4	\$15.90	\$63.60		\$10.51	\$42.04	
336	4128v1		VDRL, CSF	12	\$9.00	\$108.00	•	\$9.00	\$108.00	
337	30509v1		VDRL, Serum	4	\$10.50	\$42.00	•	\$10.50	\$42.00	
338	921L	921	Vitamin A (Retinol)	4	\$26.00	\$104.00	•	\$14.68	\$58.72	
339	5042v1		Vitamin B1 (Thiamine), Blood LC/MS/MS	112	\$30.93	\$3,464.16	•	\$25.00	\$2,800.00	
340	926L	926	Vitamin B6, Plasma	8	\$167,11	\$1,336.88		\$167.11	\$1,336.88	
341	929v1		Vitamin C, LC/MS/MS	4	\$41.85	\$167.40		\$41.85	\$167.40	
342	16558v1		Vitamin D, 1,25-Dihydroxy, LC/MS/MS	264	\$26.50	\$6,996.00	•	\$20.00	\$5,280.00	
343	931L	931	Vitamin E (Tocopherol)	4	\$22.22	\$88,88		\$22.22	\$88.88	
344	9601	19790X	von Willebrand Comprehensive Panel	12	\$596.83	\$7,161.96	•	\$301.00	\$3,612.00	
345	19574	19574	Voriconazole, HPLC	4	\$178.00	\$712.00	•	\$126.00	\$504.00	
346	9457	15540X	von Willebrand Comprehensive Panel 2	4	\$816.83	\$3,267.32		\$521.00	\$2,084.00	
347	34128	34128	Varicella-Zoster Virus Antibodies (IgG, IgM)	124	\$30.00	\$3,720.00	•	\$30.00	\$3,720.00	
348	3888	34052X	Varicella Zoster Virus (VZV) DNA, Qualitative Real-Time PCR (45020)	8	\$221.42	\$1,771.36		\$221.42	\$1,771.36	
349	36597v1		West Nile Virus Antibodies (IgG, IgM), CSF	4	\$112.00	\$448.00		\$112.00	\$448.00	
350	36596v1		West Nile Virus Antibodies (IgG, IgM), Serum	4	\$112.00	\$448.00		\$44.16	\$176.64	
351	16326	16326	XSense(R), Fragile X with Reflex and Chromosome Analysis, Blood	8	\$904.00	\$7,232.00	•	\$347.21	\$2,777.68	
352	16313	16313	XSense(R), Fragile X with Reflex	8	\$269,00	\$2,152.00	•	\$122.21	\$977.68	
353	945v1		Zinc	4	\$15.76	\$63.04	•	\$10.88	\$43.52	
354	37852	37852	Zonisamide	8	\$99.00	\$792,00		\$99.00	\$792.00	

Tests marked with " \* " denotes a special priced test. All other discountable tests are discounted at \_\_\_% off of Quest Diagnostics' List Fee Schedule.

Certain high cost of performance assays and tests referred to other laboratories are non-discountable.

Tests in this bid are converted to the best of our ability; however, some prices may need to be adjusted upon receipt of additional test utilization, information, test components or other data.

Totals

**Dollar Savings** 

Percent Savings

In the event any reference laboratory, to which Quest Diagnostics refers testing, increases its charges to Quest Diagnostics at any time during the Initial Term or any Renewal Term of this Agreement, Quest Diagnostics shall have the right to increase its charges to Client for any such tests in an amount that is commensurate with the increase by the reference laboratory. Handling fee will be added for tests sent to other reference laboratories.

The CPT codes provided are based on AMA guidelines and are for informational purposes only. CPT coding is the sole responsibility of the billing party. Please direct any questions regarding coding to the payer being billed.

Reflex testing, if performed, is an additional charge.

Signed Pricing received five business days before the last day of current invoice period is implemented the first day of the invoice period in which it is received, otherwise the pricing will be implemented the first day of the next invoice period.

Account Information: Enter all account numbers here with their BU

I agree with all pricing and terms listed above

Page 18 of 31

Quest Diagnostics Agreement Term: 6/14/17-6/13/21

NTE: \$3,000,000

				HBOT 61224251	
Que Diagno	Stics"  ATTACHME Quest  Pricing Evaluation and Proposal for Nati	ENT A TO EXHIBIT A  t Diagnostics Incorporated - SJC  vidad Medical Center, SALINAS, CA 93906 -	Modassots - July 2016	₩	lidential
	Trioning Evaluation and Troposal for Hatt	Trada modical center, chemino, ch socie	modusous - only, 2010		
	Totals Dollar Savings	10,812	\$840,128.88	\$590,110.36 (\$250,018.52)	
	Percent Savings			-29.76%	
ALC: HORSE		12 Month Volume			
	Enter Client name here (Representative) - Print Name			<u> </u>	
	Enter Client name here (Representative) - Signature				
	, . , , <del>.</del>				
	Date				
				-	
Please send completed for Email:	ms with signature and all pages to: Mailbox_hospsissupp@questdiaqnostics.com				
Fax:	610.271.4411				
				Prepared by XX for XX:	·
<u> </u>					

#### Add-on to ATTACHMENT A



#### **Pricing Terms**

Client:

NATIVIDAD MEDICAL CENTER

Address:

1441 CONSTITUTION BLVD

City:

**SALINAS** 

State:

Zip Code:

93906-3100

**Effective Date of Pricing:** 

CA

Client Number:

30090365

Client Telephone Number:

11/1/2019

(831) 755-4340

Group Bill Number: 30090365

**Quest Diagnostics Sales Representative:** 

AMANDA CLIBY

Service Bill Code	Test Name	Client Price
Special Quotes		
0037737	T-SPOT(R).TB	47.00
0001759	CBC(H/H,RBC,WBC,PLT)	13.10
0000509	HEMATOCRIT	3.01
0000510	HEMOGLOBIN (B)	3.01
0007008	HEMOGRAM	9.20
0007210	HEMOGRAM & DIFF	13.98
0007998	HGB & HCT	6.02
0038529	HGB INDICES	8.67
0000723	PLATELET COUNT	3.89
0000783	RED BLOOD CELL COUNT	2.66
0000937	WBC	2.30
0007064	WBC & DIFF	7.43

Tests will be priced as published from the current Quest Diagnostics Fee Schedule, except as noted above.

All Pricing is subject to change upon thirty days prior written notice sent to the address set forth above.

Please indicate your acknowledgement and acceptance of these Pricing Terms by signing where indicated below within 15 business days from the Effective Date above; otherwise these terms are subject to change and a new agreement may be required.

Accepted on behalf of NATIVIDAD MEDICAL CENTER (30090365):

OSCHDOUDAte: 11/25



Totals Dollar Savings Percent Savings 10,812

\$840,128.88

\$390,126.20 (\$450,002.68) -53,56%

HBOT 61224251

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	A STANSON AND A		Committee of the Commit	all all dynamic receipts and it	Volume		meneralisasini dalah	สสรรสราสาเมเนเพียงใหม่ใหม่ใ	Some and A	
1	768	853X	Alpha-1-Antitrypsin (AAT) Phenotype		4	\$96,86	\$387.44	*	\$70.00	\$280.00
2	454	683	Angiotensin Converting Enzyme (ACE)		16	\$13.85	\$221.60		\$3.00	\$48.00
3	206v1		Acetylcholine Receptor Binding Antibody		4	\$57.21	\$228.84	•	\$30.00	\$120.00
4	34459	34459	Acetylcholine Receptor Blocking Antibody		8	\$135.78	\$1,086.24	*	\$46.32	\$370.56
5	26474	26474	Acetylcholine Receptor Modulating Antibody		4	\$141.00	\$564.00	•	\$56.94	\$227.76
6	211v1		ACTH, Plasma		12	\$35.75	\$429.00	•	\$10.00	\$120.00
7	15043v1		Actin (Smooth Muscle) Antibody (IgG)		. 8	\$15.00	\$120.00	*	\$7.20	\$57.60
88	14531	14531	Acylcamitine, Plasma		4	\$172.00	\$688.00	*	\$48.16	\$192.64
9	17696	17696	Adenosine Deaminase, Pleural Fluid		20	\$150,00	\$3,000.00	•	\$20.00	\$400,00
10	14532	14532	ADAMTS13 Activity with Reflex to Inhibitor		4	\$220.00	\$880.00	*	\$123.85	\$495.40
11	782	224X	Albumin, CSF		4	\$6.78	\$27.12	•	\$6.78	\$27.12
12	90418	90418	Alcohol Metabolites with Confirmation, Urine		4	\$60.00	\$240.00	<u> </u>	\$50.00	\$200.00
13	19938	19938X	Alcohol, Ethyl, Random Urine (19938)		4	\$67.58	\$270.32		\$19.30	\$77.20
14	495	227	Aldolase		4	\$8.40	\$33.60	•	\$5.79	\$23.16
15	4069	17181	Aldosterone, LC/MS/MS		20	\$32.93	\$658.60		\$16.00	\$320.00
16	235L	235	Alpha-1-Antitrypsin Quantitation	-	4	\$20.75	\$83.00		\$20.75	\$83.00
17	401	767X	Amino Acid Analysis, LC/MS, Plasma		8	\$80.00	\$640.00	<del>-</del>	\$72.38	\$579.04
18 19	317 13075	36183X 241Z	Amino Acid Analysis, LC/MS, Urine		4	\$447.34 \$19.00	\$1,789.36 \$76.00	*	\$81.00 \$19.00	\$324.00 \$76.00
	735	241Z 37521X	Amphetamine by GC/MS, Urine (241Z)		36		\$4,368.60			
20	735 735-2	3/521A	ANAchoice(R) Panel 1 with Reflexes ANA TITER & PATTERN		36	\$121.35 \$17,50	\$4,368.60 \$70.00		\$62.90 \$6.00	\$2,264.40 \$24.00
22	735-2 249-2	249-2	ANA, Titer & Pattern		76	\$6.00	\$456.00	•	\$6.00	\$24.00 \$456.00
23	249L	249-2	ANA IFA Screen with Reflex to Titer and Pattern, IFA		276	\$7.75	\$2,139.00		\$6.50	\$1,794.00
24	19946	19946X	ANAchoice(R) Specific Antibodies Cascading Reflex		72	\$14.47	\$1,041.84	•	\$6,50 \$6,50	\$468.00
25	4888	70171X	ANCA Screen with Reflex to ANCA Titer		44	\$59.35	\$2,611.40	•	\$15.00	\$660.00
26	9638	70171X	ANCA Screen with MPO and PR3, with Reflex to ANCA Titer		12	\$259.35	\$3,112,20	*	\$38.00	\$456.00
27	9426	14890X	Antiphospholipid Antibody Panel		20	\$180.00	\$3,600.00		\$79.00	\$1,580.00
28	216v1	140307	Antithrombin III Activity		20	\$33.00	\$660,00	*	\$9.00	\$180,00
29	9519	17307X	Alpha-1 Antitrypsin (AAT) Quantitation and Mutation Analysis		4	\$295.75	\$1,183,00		\$295.75	\$1,183.00
30	587	5224	Apolipoprotein B		4	\$12.39	\$49.56		\$12,39	\$49.56
31	3106	265X	Antistreptolysin-O		8	\$8.00	\$64.00		\$8.00	\$64.00
32	3107	20341X	Aspergillus Antibodies, Serum (40155)		8	\$21.75	\$174.00		\$15.98	\$127.84
33	3637	37671X	Bartonella henselae Antibodies (IgG, IgM) with Reflex(es) to Titer (40771)		8	\$149.00	\$1,192,00	*	\$20.81	\$166,48
34	13059	17825X	Bordetella pertussis IgG and IgA Antibodies, MAID (42255)		4	\$175.00	\$700.00	*	\$56.28	\$225.12
35	740	852	Beta-2-Microglobulin, Serum		16	\$25,75	\$412,00	•	\$7.00	\$112.00
36	3438	34251X	Bartonella Species Antibody (IgG, IgM) with Reflex(es) to Titer (40881)		4	\$149.00	\$596.00	•	\$24.13	\$96.52
37	2240	3210X	Bicarbonate, Urine (0645U)	NMS Labs	8	\$39.00	\$312,00		\$39.00	\$312,00
38	4634	19546	Bile Acids, Fractionated and Total, Pregnancy		108	\$120.61	\$13,025.88	•	\$20.00	\$2,160.00
39	4169	11274	BK Virus DNA, Quantitative Real-Time PCR, Plasma (47900)		4	\$234.40	\$937.60	*	\$82.03	\$328.12
40	16581	16581X	BK Virus DNA, Quantitative Real-Time PCR, Urine (47901)		4	\$234.40	\$937.60	*	\$82.03	\$328.12
41	91863	91863	BRCAvantage(TM), Comprehensive		8	\$2,150.00	\$17,200.00		\$2,150.00	\$17,200.00
42	91068	91068	Brucella Antibodies (IgG, IgM), EIA with Reflex to Agglutination		4	\$108,00	\$432,00	•	\$18.84	\$75.36
43	11361v1		Chlamydia trachomatis RNA, TMA		8	\$35.00	\$280.00	*	\$15.00	\$120.00
44	761	297	C1 Inhibitor, Functional		4	\$59,62	\$238.48	*	\$18.52	\$74.08
45	351v1		Complement Component C3		20	\$7.51	\$150.20	*	\$5.00	\$100.00
46	353v1		Complement Component C4c		20	\$7.51	\$150.20	*	\$5.00	\$100.00
47	409	29256	CA 125		52	\$31,36	\$1,630.72	•	\$10,00	\$520.00
48	6304	5819X	CA 15-3		4	\$28.43	\$113.72	*	\$9.90	\$39.60
49	475	4698	CA 19-9		40	\$14,15	\$566,00	*	\$9.00	\$360,00
50	358	1635X	Calcium, 24-Hour Urine (w/ Creatinine)		20	\$21.52	\$430.40	*	\$7.00	\$140.00
51	4262	1633X	Calcium, Random Urine (w/ Creatinine)		24	\$8,16	\$195.84	*	\$7.00	\$168,00
52	16796		Calprotectin, Stool		4	\$140.00	\$560.00	*	\$62.73	\$250.92
	7352	7352	Cardiolipin Antibodies (IgG, IgA, IgM)	1	16	\$63.42	\$1.014.72	*	\$27.00	\$432.00
53 54	989	70107X	Carnitine, LC/MS/MS		4	\$137,86	\$551.44		\$29.92	\$119.68

Term: 6/14/17-6/13/21 NTE: \$3,000,000



Totals **Dollar Savings** Percent Savings 10,812

\$840,128.88

\$390,126.20 (\$450,002.68) -53,56%

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HBOT 61224251

				12 Month Volume	Market and the second s	Faring dipart		Harrogges is	Margari Challan
55	584	314X	Catecholamines, Fractionated, Plasma	12	\$47.55	\$570.60	*	\$24.59	\$295.08
56	5244v1		Catecholamines, Fractionated, Random Urine	8	\$56,25		*	\$16.82	\$134.56
57	6546	11173	Cyclic Citrullinated Peptide (CCP) Antibody (IgG)	36	\$58.50	\$2,106.00	•	\$8.00	\$288.00
58	4480	978	CEA	48	\$24.72	\$1,186.56	*	\$7.00	\$336.00
59	17421	17421	CEA, Peritoneal Fluid	4	\$29.66		•	\$8,26	\$33.04
60	19955	19955	Celiac Disease Comprehensive Panel	76	\$103.51	\$7,866.76	•	\$15.35	\$1,166.60
61	15981	15981	Celiac Disease Comprehensive Panel, Infant	8	\$175.51	\$1,404,08	•	\$24.35	\$194.80
62	326v1		Ceruloplasmin	12	\$14.12		•	\$10.00	\$120.00
63	92068	92068	CFvantage(R) Cystic Fibrosis Expanded Screen	48	\$550.00	\$26,400.00	•	\$150.00	\$7,200.00
64	5064v1		Childhood Allergy (Food and Environmental) Profile	12	\$171.37	\$2,056.44	•	\$107.05	\$1,284.60
65	16506v1		Chlamydia trachomatis/Neisseria gonorrhoeae RNA, TMA, Rectal	28	\$120.00	\$3,360.00	•	\$30.00	\$840.00
66	70051v1		Chlamydia trachomatis/Neisseria gonorrhoeae RNA, TMA, Throat	12	\$102,00	\$1,224.00	•	\$30.00	\$360,00
67	14520	14520X	Chloride without Creatinine, Random Urine (5303UR)	12	\$10.76	\$129.12	•	\$5.00	\$60.00
68	17586	17586X	Cholesterol, Pleural Fluid	28	\$4,48	\$125.44	*	\$4,00	\$112,00
69	3966-1		Chromatin (Nucleosomal) Antibody	12	\$55.00	\$660,00	•	\$10.00	\$120.00
70	5022	14600X	Chromosome Analysis, Hematologic Malignancy	8	\$744.71	\$5,957.68	•	\$313,95	\$2,511.60
71	5010	14596	Chromosome Analysis, Blood	12	\$225.00		•	\$225.00	\$2,700.00
72	5011	14595X	Chromosome Analysis, High Resolution	8	\$781.00			\$300,00	\$2,400.00
73	16478	16478	Chromosomal Microarray, Postnatal, ClariSure(R) Oligo-SNP	28	\$1,100.00		•	\$878.15	\$24.588.20
74	1769v1	10110	Clozapine	8	\$75.00		•	\$28.09	\$224.72
75	403v2		Cytomegalovirus Antibody (IgG)	8	\$21.70		•	\$7.00	\$56.00
76	6732v2		Cytomegalovirus Antibodies (IgG, IgM)	12	\$44.50		•	\$17.22	\$206.64
77	2627v1		Cytomegalovirus, Conventional and Rapid, Culture	4	\$79.00		•	\$38,60	\$154.40
78	3243	10600X	Cytomegalovirus DNA, Quantitative Real-Time PCR (45050)	20	\$260.10			\$67.55	\$1,351.00
79	3223	10601X	Cytomegalovirus DNA, Qualitative Real-Time PCR (45000)	4	\$216.75		•	\$63.00	\$252.00
80	11741F	17788X	Coccidioides Ab, ID (CSF) (60290)	4	\$153.00			\$21.63	\$86,52
81	3117	906	Coccidioides Antibody, Complement Fixation, Serum (40280)	20	\$12.00		*	\$12.00	\$240.00
82	3123	908X	Coccidioides Antibody, Complement Pixation, Serum (40290)	32	\$15.00		•	\$10.00	\$320.00
83	19963	19963	Coccidioides Antibodies to TP and F Antigens, ID	4	\$47.00		•	\$42.73	\$170.92
84	618v1	19900	Complement, Total (CH50)	4	\$21.75			\$9.00	\$36.00
85	363v2		Copper	104	\$15.76		·	\$10,00	\$1,040.00
86	365v1		Copper, 24-Hour Urine	12	\$19.90			\$19.90	\$238.80
87	372L	372	C-Peptide	24	\$22,25		•	\$9,00	\$216.00
	372L 3984	36562	Cryoglobulin (% Cryocrit), Serum	12	\$13.21		*	\$7.00	\$84.00
88 89	37358	37358	Cryoglobulin (% Cryochi), Serum Cryoglobulin Screen with Reflex to Cryoglobulin Profile, Serum	12	\$9.20			\$9.20	\$110.40
		3/300	Cryoglobulin Screen with Reflex to Cryoglobulin Fforile, Serum  Cryotococcal Antigen, Latex Screen with Reflex to Titer	56	\$27.84			\$27.84	\$1,559.04
90	11196v1			36	\$36.60			\$36,60	\$292.80
91	689v1		Culture, Viral, Body Fluids, Tissues	12	\$18.78				
92	8812v1	10400	Cyclosporine A, Trough, Blood	12	\$18.78		•	\$18.78 \$199.76	\$225.36 \$799.04
93	10490	10490	Cytochrome P450 2D6 Genotype	8	\$65.30			\$53,36	\$426.88
94	11661F	34279X	Cysticercus IgG Antibody, Western Blot (Serum) (40352)						
95	532	402	DHEA Sulfate	16	\$15.75			\$5.00	\$80.00
96	418	19894	DHEA (Dehydroepiandrosterone), Unconjugated, LC/MS/MS	4	\$30.00			\$14.40	\$57.60
97	4102	8293	Direct LDL	16	\$8.96			\$8.96	\$143.36
98	833	255	DNA (ds) Antibody	32	\$11,50			\$4.00	\$128.00
99	833-1		DNA (ds) Antibody	12	\$55.00		-	\$4.00	\$48.00
100	12903	454X	Drug Screen Panel 5, Meconium (45489)	80	\$55.00		· <del>:</del>	\$35.00	\$2,800.00
101	12673	38088X	Drugs of Abuse Screen, Serum (3720)	4	\$80.02			\$48,25	\$193.00
102	3586-4	3586-4	dRVVT Confirm	8	\$42.04			\$12.00	\$96.00
103	11719F	34964X	Entamoeba histolytica Antigen, EIA (50105)	4	\$44.00		•	\$32.81	\$131.24
104	6421v2		Epstein-Barr Virus Antibody Panel	8	\$81.74		•	\$27.84	\$222.72
105	3057	10186X	Epstein Barr Virus DNA, Quantitative Real-Time PCR (48453)	48	\$218.40		•	\$76.50	\$3,672.00
106	1005F	38015X	Epstein-Barr Virus Viral Capsid Antigen (VCA) Antibody (IgA) (40480)	8	\$44.00		•	\$32.81	\$262.48
107	91307	91307	Echinococcus Antibody (IgG), EIA with Reflex to Western Blot	4	\$113.83		•	\$35.00	\$140.00
108	6986	31595X	Electrolytes, Feces (4945)	Page 21 of 31 4	\$111,00	\$444.00	•	\$51.77	\$207.08 riagnostics Agreement

Quest Diagnostics Agreement Term: 6/14/17-6/13/21 NTE: \$3,000,000



Totals Dollar Savings Percent Savings 10,812

\$840,128.88

\$390,126.20 (\$450,002.68)

HBOT 61224251

-53.56%

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Mendal				Volume						
109	9163	92689	Protein Electrophoresis Panel 2	32	\$138,59	\$4,434,88	*	\$45.00	\$1,440.00	
110	3677	15064	Endomysial Antibody Screen (IgA) with Reflex to Titer	20	\$21.50		*	\$8,00	\$160.00	
111	1035	34278X	Entamoeba Histolytica IgG, ELISA (40105)	8	\$26.45			\$18.34	\$146.72	
112	6166	15082	Enterovirus RNA, Qualitative Real-Time PCR (47300)	20	\$341.00			\$86.85	\$1,737.00	
113	13326	70189X	Enterovirus/Parechovirus RNA, Qualitative Real-Time PCR (47440)	4	\$360.00			\$87.82	\$351,28	
114	427L	427	Erythropoietin (EPO)	12_	\$50.00			\$15.20	\$182.40	
115	36169	36169	Estradiol, Free, LC/MS/MS	28	\$173.00		*	\$30,00	\$840.00	
116	17900	17900	Factor V (Leiden) Mutation Analysis	20	\$80.00		•	\$38.60	\$772.00	
117	11327-2	11327-2	Factor V (Leiden) Mutation Analysis	4	\$192.18			\$38.60	\$154.40	
118	3698	344	Factor V Activity, Clotting	4	\$116.30		*	\$68.92	\$275.68	
119	3600	347	Factor VIII Activity, Clotting	4	\$74.00		*	\$27.02	\$108.08	
120	12405	11254X	Fatty Acid Profile, Essential (C12-C22), Serum (FAPEP)  Mayo Clinic Labora		\$410.52			\$410,52	\$1,642.08	
121	3746	3967	Fecal Fat, Qualitative	12	\$20.70		<u> </u>	\$15.00	\$180.00	
122	92497	92497	FISH, Myeloma, 17p-, rea 14q32 with Reflexes	4	\$2,278.84		*	\$1,819.35	\$7,277.40	
123 124	92496-1 6058	92496-1 14605X	FISH, Myeloma, IGH Panel (MAFB, MAF, FGFR3, CCND1) FISH, Prader Willi	4	\$1,470.84		<del></del>	\$1,470.84	\$5,883.36	
				4	\$360.00		<del> </del>	\$222.95	\$891.80	
125	6059	12070X	FISH, CML/ALL, bcr/abl Translocation 9,22	4	\$360.00		· · · · · · · · · · · · · · · · · · ·	\$255.00	\$1,020.00	
126	5066v1 90394	90394	Food Allergy Profile	12	\$120.84		<u> </u>	\$90.00	\$1,080.00	
127 128	9039 <del>4</del> 36176	36176	Free Thyroxine Index (FTI) FSH and LH. Pediatrics	8	\$14.12 \$115.33		<del>-</del>	\$12.06 \$14.90	\$48.24 \$119.20	
129	470v1	30170	FSH (Follicle Stimulating Hormone)	72	\$22.22		<del></del>	\$7,45	\$119.20 \$536.40	
130	4112v1		FTA-ABS	8	\$11.00			\$10.00	\$80.00	
131	500L	500	Glucose-6-Phosphate Dehydrogenase, (G-6-PD), Quantitative	48	\$19.00		ļ	\$10.00	\$278.88	
132	3557L	3557X	Gabapentin	40	\$84.85			\$24.13	\$96.52	
133	34878	33377	Glutamic Acid Decarboxylase-65 Antibody	4	\$48.95			\$24.13	\$96.52	
134	9088		GAD65, IA-2, and Insulin Autoantibody	12	\$450.00			\$91.68	\$1,100,16	
135	9088v1		GAD65, IA-2, and Insulin Autoantibody	12	\$450.00		*	\$91.68	\$1,100.16	
136	478L	478	Gastrin	100	\$15.10			\$7.00	\$700.00	
137	724	257X	Glomerular Basement Membrane Antibody (IgG)	8	\$135.78		*	\$24.13	\$193.04	
138	11290v1	2017	Fecal Globin by Immunochemistry	100	\$60.00		•	\$10.00	\$1,000.00	
139	521v1		Growth Hormone (GH)	8	\$21.10			\$11.00	\$88.00	
140	34838v1		Helicobacter pylori Antigen, EIA, Stool	104	\$86.96		*	\$46.54	\$4.840.16	
141	14839v1		Helicobacter pylori, Urea Breath Test	348	\$160.00		•	\$55,00	\$19,140.00	
142	92491v1		Helicobacter pylori, Urea Breath Test, Pediatric	84	\$160.00		*	\$55.00	\$4,620,00	
143	502v1		Haptoglobin	48	\$10.30		•	\$7.20	\$345.60	
144	8475v3		Hepatitis B Surface Antibody Immunity, Quantitative	72	\$10.88		*	\$5.00	\$360.00	
145	498v1		Hepatitis B Surface Antigen with Reflex to Confirmation	8	\$11.30	\$90,40	•	\$6,42	\$51.36	
146	EP10624		Hepatitis B Surface Antigen	4	\$11,30	\$45.20	•	\$6.42	\$25.68	" '
147	8369v1		Hepatitis B Virus DNA, Quantitative, Real-Time PCR	12	\$220.00	\$2,640.00	*	\$88.00	\$1,056.00	
148	472	8396	hCG, Total, Quantitative	16	\$23.26	\$372.16	•	\$14.00	\$224.00	
149	10051v1		Hepatitis C Viral RNA, Quantitative Real-Time PCR wrfl to Qualitative TMA	16	\$261.12		· ·	\$57.90	\$926.40	
150	37811v1		Hepatitis C Viral RNA Genotype, LiPA(R)	24	\$173.00		L	\$105.00	\$2,520,00	
151	35645v1		Hepatitis C Viral RNA, Quantitative, Real-Time PCR	256	\$99.00			\$57.90	\$14,822.40	
152	EP10734		Hepatitis C Viral RNA, Quantitative Real-Time PCR	4	\$289.52		•	\$57.90	\$231,60	
153	37273v1		Hepatitis C Viral RNA, Qualitative TMA	8	\$221.00			\$70.00	\$560.00	
154	7655	7655	Heavy Metals Panel, Blood	4	\$80.28		*	\$30.18	\$120.72	
155	6595	35489	Hemoglobinopathy Evaluation	20	\$15.62			\$15.62	\$312.40	
156	4848v2		Hepatitis B Core Antibody (IgM)	12	\$13.00		*	\$7.72	\$92.64	
157	499√3		Hepatitis B Surface Antibody, Qualitative	8	\$8.00		•	\$4.00	\$32.00	
158	EP10719		Hepatitis B Surface Antibody Immunity (Quant) w/ Reflex to Surface Antigen	296	\$10.88		*	\$5.00	\$1,480.00	
159	414v1		Heparin-Induced Platelet Antibody	8	\$124.00		<u> </u>	\$20.00	\$160.00	
160	508v1		Hepatitis A Antibody, Total	28	\$11.00		*	\$6.00	\$168.00	
161	512v1		Hepatitis A IgM	4	\$15.93		*	\$8.00	\$32.00	
162	556v1		Hepatitis Be Antibody Page 22 of 31	4	\$7.88	\$31.52	<u> </u>	\$7.72	\$30.88 Diagnostics Agree	n and

Quest Diagnostics Agreement Term: 6/14/17-6/13/21 NTE: \$3,000,000



Totals **Dollar Savings** Percent Savings 10,812

\$840,128.88

\$390,126.20 (\$450,002.68) -53.56%

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HBOT 61224251

//2/** // (A. D. (. 460-46) 46	Cultural acceptance (Cultural State Commention and	Vorragione COA SIGNATION							
			TABLE STATE OF THE	12 Month				Kingo barah	
163	555v1	innsiGimila kasasana	Hepatitis Be Antigen	Volume	\$7.88	\$94.56			
164	8472v1		Hepatitis C Antibody with Reflex to HCV RNA, Quantitative Real-Time PCR	12 24	\$11.50	\$94.56 \$276,00	<u> </u>	\$7.72 \$5.00	\$92.64 \$120.00
165	34290	34290	Herpes Simplex Virus Antigen Detection, DFA	4	\$59.00	\$276.00		\$5.00 \$48.48	\$120.00
166	3586-2	3586-2	Hexagonal Phase Confirm	8	\$42.04	\$336.32		\$12.00	\$96.00
167	91212	91212	Histoplasma Galactomannan Antigen, Urine	8	\$95.00	\$760.00	*	\$47.29	\$378,32
168	9424	14874	Heparin-Induced Thrombocytopenia Panel	12	\$384.00	\$4,608.00	•	\$68.25	\$819.00
169	34949v1	140,4	HIV-1 Genotype	4	\$400.00	\$1,600.00	*	\$176.00	\$704.00
170	91692v1		HIV-1 Genotype (RTI, PI, Integrase Inhibitors)	52	\$880.00	\$45,760.00	*	\$352.00	\$18,304.00
171	40085v1		HIV-1 RNA, Quantitative, Real-Time PCR	484	\$205.00			\$65.00	\$31,460.00
172	16185v1		HIV-1 RNA. Qualitative TMA	16	\$250.00		*	\$77.20	\$1,235,20
173	93170	93170	HIV 1/2 Ab Differentiation (Supplemental Use Only) with Reflex	56	\$30.00		*	\$17.00	\$952.00
174	19774	19774	HLA-B*5701 Typing (19774)	8	\$180.00	\$1,440,00	*	\$163.65	\$1,309,20
175	528v1		HLA-B27 Antigen	16	\$17,00	\$272.00	•	\$17.00	\$272.00
176	31789	31789	Homocysteine	32	\$32.00	\$1,024,00	•	\$32.00	\$1,024,00
177	6292	10707X	Human Platelet Antigen 1 Genotype	8	\$255.00	\$2,040.00	*	\$123.04	\$984.32
178	10124v2		hs-CRP	8	\$28.50	\$228.00	*	\$10.00	\$80.00
179	34257	34257	Herpes Simplex Virus, Type 1 & 2 DNA, Real-Time PCR (43200)	36	\$241.00	\$8,676.00	*	\$60.00	\$2,160.00
180	8542v1		Herpes Simplex Virus 1/2 (IgG) Type-Specific Antibodies, CSF (60555)	4	\$62.52	\$250.08	*	\$36.98	\$147.92
181	90851	90851	Herpes Simplex Virus 1/2 Antibody (IgM), IFA with Reflex to Titer, CSF	8	\$50.25	\$402,00	*	\$10.25	\$82.00
182	90849	90849	Herpes Simplex Virus 1/2 Antibody (IgM), IFA with Reflex to Titer, Serum	4	\$10.25	\$41.00	•	\$10.25	\$41.00
183	19502	19502	Herpes Simplex Virus, Type 1 & 2 DNA, Quantitative Real-Time PCR (43220)	20	\$325.00	\$6,500.00	•	\$60.00	\$1,200.00
184	6447v1		Herpes Simplex Virus 1/2 (IgG), Type-Specific Antibodies (HerpeSelect(R))	16	\$25.00	\$400.00	*	\$11.00	\$176.00
185	2692v1		Herpes Simplex Virus Culture	16	\$26,71	\$427.36	*	\$22.00	\$352.00
186	2649v1		Herpes Simplex Virus Culture with Reflex to Typing	4	\$26.71	\$106.84	*	\$22.00	\$88.00
187	17495v1		Herpes Simplex Virus/Varicella Zoster Virus Rapid Culture	8	\$128.80	\$1,030.40		\$51.21	\$409.68
188	36175	36175	HTLV-I/II Antibody w/Reflex to Confirmation Assay	16	\$88.52	\$1,416.32	*	\$12.00	\$192.00
189	37053	37053	Hu Antibody Screen with Reflex to Titer and Western Blot	4	\$150.00	\$600.00	*	\$28.95	\$115.80
190	3488	14978X	Hypersensitivity Pneumonitis Screen	4	\$156.60	\$626.40	<u> </u>	\$40.53	\$162.12
191	539L	539	IgA	4	\$9.35	\$37.40	*	\$9.35	\$37.40
192	34458	34458	IGF Binding Protein-3 (IGFBP-3)	20	\$26.25	\$525.00		\$5.00	\$100.00
193	16293v1	7000	IGF-I, LC/MS	28	\$25.60	\$716.80	<del>`</del>	\$10.00	\$280.00
194 195	771 780	7903 4448X	IgG Subclasses Panel IgG, CSF	4	\$196.75	\$787.00		\$57.95	\$231.80
196	780 543L	543	IgG, Serum	4	\$14.62 \$9.35	\$58.48 \$37.40		\$8.45 \$9.35	\$33.80
197	3952	549	Immunofixation, Serum	32	\$9.35 \$38.59	\$1,234.88		\$9,35 \$19,00	\$37.40 \$608.00
198	3647-2	3647-2	Immunofixation, Serum	12	\$38.59	\$1,234.00			\$228.00
199	213v1	3047-2	Immunofixation, Urine	12	\$38,59	\$463.08		\$19.00 \$26.00	\$228.00
200	542v1		Immunoglobulin E	12	\$11.05	\$132.60		\$11.05	\$132.60
201	7083	7083	Immunoglobulins Panel, Serum	32	\$28.05	\$132.60	*	\$28.05	\$132.60 \$897.60
202	16503	16503X	Inflammatory Bowel Disease Differentiation Panel	32	\$459.35	\$1.837.40	*	\$113.00	\$452.00
203	561v1	100007	Insulin	80	\$12.40	\$992.00		\$8.80	\$704.00
204	36741	36741	Islet Cell Antibody Screen with Reflex to Titer	8	\$29.40	\$235.20	*	\$15.20	\$121.60
205	34973	34973	Itraconazole, HPLC	4	\$78,50	\$314.00	*	\$57.66	\$230.64
206	723	5810X	Jo-1 Antibody	4	\$86.16	\$344.64	•	\$14.96	\$59.84
207	723-3		Jo-1 Antibody		\$91.00	\$364.00	*	\$14.96	\$59.84
208	3767	11234	Kappa/Lambda Light Chains, Free with Ratio, Serum	12	\$240.00	\$2,880,00	*	\$40.00	\$480.00
209	16262	16262	Lacosamide, LC/MS/MS	4	\$95.00	\$380.00		\$82.03	\$328.12
210	10156L	10156	Lactoferrin, Qualitative, Stool	4	\$68.50	\$274.00	*	\$58.50	\$234.00
211	22060	22060	Lamotrigine	32	\$19.47	\$623.04	•	\$10.00	\$320.00
212	5793	8927	Latex (k82) IgE	4	\$10.07	\$40.28	*	\$6.00	\$24.00
213	599v1		Lead, Blood	712	\$5.82	\$4,143.84	*	\$5.82	\$4,143.84
214	11673F	8856	Legionella Antigen, EIA, Urine	240	\$21.90	\$5,256.00	*	\$18.00	\$4,320.00
215	35080-2		Leukemia/Lymphoma Evaluation - 1 Additional Marker	4	\$37.95	\$151.80		\$37.95	\$151.80
216	35080-4		Leukemia/Lymphoma Evaluation - 3 Additional Markers	Page 23 of 31 4	\$113.85	\$455.40		\$113.85	\$455.40
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Quest Diagnostics Agreement Term: 6/14/17-6/13/21

NTE: \$3,000,000



Totals **Dollar Savings** Percent Savings 10,812

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HBOT 61224251

	1000	Hos .		12 Month					more was a second
				Volume 12	\$700.00	\$8,400,00	Month Action	\$179.96	\$2,159.52
217	35080-1		Leukemia/Lymphoma Evaluation	24	\$65.25	\$1,566.00		\$179.90	\$240.00
218	15142v1		Levetiracetam	60	\$24.72	\$1,483.20	•	\$7,45	\$447.00
219	615v1	054007	LH	4	\$68.00	\$272.00		\$24.13	\$96.52
220	445	35436X	Lipoprotein Electrophoresis	4	\$138.00	\$552.00	*	\$100.36	\$401.44
221	10527	10527	Liver Cytosol (LC-1) Autoantibodies (5922)	72	\$288.75	\$20,790.00	•	\$275.00	\$19,800.00
222	92688	92688 15038	Liver Fibrosis, FibroTest-ActiTest Panel	1/2	\$60.00	\$240.00	*	\$14.67	\$58.68
223	3592	15036	Liver Kidney Microsome (LKM-1) Antibody (IgG)	1 4	\$50.00	\$200.00		\$50.00	\$200.00
224	14530v1	40746	Lp-PLA2 (Lipoprotein-Associated Phospholipase A2) Lupus (12) Panel	12	\$126.57	\$1,518.84		\$96,74	\$1,160,88
225	9328 7079	10716 7079	Lupus (12) Fanel Lupus Anticoagulant Evaluation with Reflex	40	\$42.04	\$1,681.60	*	\$24.17	\$966.80
226 227	8593v1	10/9	Lyme Disease Antibodies (IgG, IgM) Immunoblot	4	\$52.05	\$208.20		\$19.06	\$76.24
227	6646v1		Lyme Disease Antibodies (IgG, IgM) Infinitional Lyme Disease Antibody with Reflex to Blot (IgG, IgM)	8	\$6,10	\$48.80	•	\$7.00	\$56.00
228	15777	15777	Lyme Disease (Borrelia spp) DNA Qualitative Real-Time PCR, Blood	8	\$235.00	\$1,880.00	•	\$158.45	\$1,267.60
230	933	7924X	Lymphocyte Subset Panel 4	52	\$148.18	\$7,705,36	•	\$45.36	\$2,358,72
231	781	8360X	Lymphocyte Subset Panel 5	348	\$24.00	\$8,352.00	•	\$24.00	\$8,352.00
232	21130v1	63607	Mycoplasma pneumoniae Antibody (IgM)	4	\$38.38	\$153.52	•	\$9.22	\$36.88
232	10063	10063	Myelin Assoc, Glycoprotein (MAG) Antibody w/Reflex to MAG-SGPG & MAG, EIA	4	\$105.00	\$420.00	*	\$43.43	\$173.72
234	394	625X	Magnesium, 24-Hour Urine (with Creatinine)	4	\$15,64	\$62.56		\$15.64	\$62.56
235	951v1	023/	Manganese	4	\$62.64	\$250,56		\$27.02	\$108.08
236	13076	4846Z	Marijuana by GC/MS, Urine (131077)	4	\$26.71	\$106.84	•	\$12.35	\$49.40
237	3584	14962X	Metanephrines, Fractionated, LC/MS/MS, 24-Hour Urine	4	\$17.00	\$68.00	•	\$16.41	\$65.64
238	3587	14961X	Metanephrines, Fractionated, LC/MS/MS, Random Urine	1 4	\$27.05	\$108.20	•	\$19.38	\$77.52
239	13078	8418Z	Methadone by GC/MS, Urine (2087)	4	\$100.00	\$400.00	•	\$21,23	\$84.92
240	34879v1	04102	Methylmalonic Acid	20	\$61.60	\$1,232.00	*	\$11.00	\$220.00
241	15281v1		Microalbumin, 24-Hour Urine (with Creatinine)	28	\$9.00	\$252.00	•	\$7,00	\$196.00
242	259v1		Mitochondrial Antibody with Reflex to Titer	16	\$12.25	\$196,00	•	\$5.00	\$80.00
243	8624v1		Mumps Virus Antibody (IgG)	180	\$23.85	\$4,293.00	•	\$4.00	\$720.00
244	36564	36564	Mumps Virus Antibodies (IgG, IgM)	8	\$58,87	\$470.96	•	\$22.29	\$178,32
245	10662v1	00007	Mycophenolic Acid	12	\$92.55	\$1,110.60		\$40.00	\$480.00
246	660v1		Myoglobin, Serum	8	\$31,36	\$250.88	*	\$13,60	\$108.80
247	661v2		Myoglobin, Urine	4	\$26.25	\$105.00	*	\$9.72	\$38.88
248	11362L	11362X	Neisseria gonorrhoeae RNA, TMA	12	\$30.00	\$360.00	•	\$15.00	\$180.00
249	13130F	19098	Norovirus RNA, Qualitative Real-Time PCR (19098)	4	\$215.00	\$860.00	•	\$86.85	\$347,40
250	681L	681X	Ova and Parasites, Concentrate and Permanent Smear	148	\$8.37	\$1,238.76	*	\$8.37	\$1,238.76
251	790	674	Oligocional Bands (IgG), CSF	8	\$28.69	\$229.52	•	\$28.69	\$229,52
252	13246	15475X	Opiates, Expanded by GC/MS (U) (15475)	8	\$96.45	\$771.60	*	\$38.60	\$308.80
253	90561	90561	Organic Acids, Full Panel, Quantitative, Urine	4	\$389.76	\$1,559.04	•	\$261.89	\$1,047.56
254	90406	90406	Organic Acids, Qualitative, Urine	4	\$320.76	\$1,283.04	*	\$110.01	\$440.04
255	12992	36637	Oxcarbazepine Metabolite, Serum/Plasma (36637)	12	\$71.00	\$852.00	*	\$27.00	\$324.00
256	4191	14693Z	Pancreatic Elastase-1	4	\$224.00	\$896.00	*	\$48.25	\$193.00
257	8946v1		Parvovirus B19 Antibodies (IgG, IgM)	16	\$32.30	\$516.80	*	\$24.50	\$392.00
258	3927	34296X	Parvovirus B19 DNA, Qualitative Real-Time PCR (43010)	8	\$125.33	\$1,002.64	*	\$82.03	\$656.24
259	94335	700X	Pentobarbital (9852)	12	\$60.29	\$723.48		\$60.29	\$723.48
260	23692	3189	Phenytoin, Free (23692)	12	\$18.00	\$216.00	•	\$18.00	\$216.00
261	4055	719X	Phosphate, 24-Hour Urine (with Creatinine)	4	\$10.51	\$42.04	*	\$9.19	\$36.76
262	6054	6329	Porphobilinogen, Quantitative, Random Urine	4	\$34.45	\$137.80		\$34.45	\$137.80
263	4224	10290	Porphyrins, Total, Plasma	4	\$78.00	\$312.00	•	\$48.25	\$193.00
264	14521	14521X	Potassium without Creatinine, Random Urine (5311UR)	4	\$10.76	\$43.04	*	\$5.24	\$20.96
265	16846	16846	Plasma Renin Activity, LC/MS/MS	20	\$34.63	\$692,60	•	\$11.58	\$231.60
266	3647R	10269	Protein Electrophoresis, with Total Protein and Reflex to IFE, Serum	16	\$27.10	\$433.60	*	\$6.00	\$96.00
267	17183	17183	Progesterone, LC/MS/MS	12	\$22.22	\$266.64		\$8.00	\$96.00
268	1777v1		Protein C Activity	16	\$35.00	\$560.00	*	\$12.00	\$192.00
269	8645	39457X	PROTEIN C & PROTEIN S, FUNCTIONAL	20	\$84.00	\$1,680.00	*	\$27.00	\$540.00
270	3921	747	Protein, Total and Protein Electrophoresis	Page 24 of 21 52	\$10.50	\$546,00	*	\$6.00	\$312.00
210	30Z I		1 (diam), 1 diam and 1 (diam) and approximation	Page 24 of 31 32				Quest D	iagnostics Agreement

Term: 6/14/17-6/13/21 NTE: \$3,000,000



Totals Dollar Savings Percent Savings 10,812

\$840,128.88

\$390,126.20 (\$450,002.68)

HBOT 61224251

-53,56%

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271	1779v1		Protein S Activity		12	\$42.00	\$504.00	•	\$15.00	\$180.00
272	10170v1		Protein S Antigen, Free		4	\$150.00	\$600.00	•	\$21,23	\$84.92
273	9010	8525	Protein Electrophoresis and Total Protein, Random Urine		36	\$26.00	\$936.00	*	\$26.00	\$936.00
274	8958	38940	Protein Electrophoresis Panel 1		20	\$127.14	\$2,542.80	*	\$73.05	\$1,461.00
275	17909	17909	Prothrombin (Factor II) 20210G>A Mutation Analysis		16	\$135.00	\$2,160.00	*	\$22.68	\$362.88
276	11327-4	11327-4	Prothrombin (Factor II) 20210G>A Mutation Analysis		4	\$158.56	\$634.24	•	\$22.68	\$90.72
277	6783	5363	PSA, Total		4	\$25,58	\$102.32	*	\$8.00	\$32.00
278	6894	31348	PSA, Free and Total		36	\$32.73	\$1,178.28	*	\$9.00	\$324.00
279	36736v1		PTH, Intact (ICMA) and Ionized Calcium		28	\$92,97	\$2,603.16	•	\$20.00	\$560,00
280	8837v1		PTH, Intact and Calcium		240	\$70.75	\$16,980.00	*	\$12.50	\$3,000.00
281	4866	34478Z	PTH-Related Protein (PTH-RP)		4	\$172.33	\$689.32	*	\$28.95	\$115.80
282	11728	38953X	Pyruvate Kinase, Erythrocytes (PK)	Mayo Clinic Laboratories-	4	\$127.65	\$510.60		\$127.65	\$510.60
283	37071v1		Q Fever (Coxiella burnetii) Antibodies (IgG, IgM) with Reflex to Titers		4	\$93.00	\$372.00	•	\$35.96	\$143.84
284	16603v2		QuantiFERON(R)-TB Gold, (Draw Site Incubated)		1072	\$40.00	\$42,880.00	*	\$40.00	\$42,880.00
285	35299	35299	Quetiapine, Serum/Plasma		8	\$73.00	\$584.00	*	\$55.50	\$444.00
286	19878	19878X	Rheumatoid Arthritis Diagnostic Panel, Comprehensive		16	\$216.79	\$3,468.64	•	\$56.45	\$903.20
287	3834	15384	Rheumatoid Factor Screen with Reflex to Titer, Synovial Fluid		4	\$27.96	\$111.84		\$27.96	\$111.84
288	19887-1		RNP Antibody		12	\$30.00	\$360.00	•	\$19.30	\$231.60
289	37673v1		Rubella Antibodies (IgG, IgM) Diagnostic		52	\$50,56	\$2,629.12	*	\$16.50	\$858.00
290	4422L	4422X	Rubella Antibody (IgM)		8	\$38.59	\$308.72	•	\$8.30	\$66.40
291	3097	10582	Salmonella, Total Antibody, EIA (40450)		8	\$93.00	\$744.00	•	\$34.98	\$279.84
292	4942	4942	ScI-70 Antibody		4	\$12.00	\$48.00	*	\$12.00	\$48.00
293	729-1		ScI-70 Antibody		4	\$55.00	\$220.00	•	\$12.00	\$48.00
294	6528	825	Sickle Cell Screen		4	\$8.18	\$32.72		\$8.18	\$32.72
295	36712v1		Sirolimus LC/MS/MS		24	\$123.00	\$2,952.00	•	\$19.00	\$456.00
296	7832	7832	Sjogren's Antibodies (SS-A, SS-B)		8	\$17.50	\$140.00	•	\$12.00	\$96.00
297	3262	38568	Sjogren's Antibody (SS-A)		4	\$45.17	\$180.68	•	\$6.00	\$24.00
298	3262-1		Sjogren's Antibody (SS-A)		4	\$54.00	\$216.00	•	\$6.00	\$24.00
299	3241	38569	Sjogren's Antibody (SS-B)		4	\$45.17	\$180.68	*	\$6.00	\$24.00
300	3241-1		Sjogren's Antibody (SS-B)		4	\$54.00	\$216.00	•	\$6.00	\$24.00
301	765	7448	Sm and Sm/RNP Antibodies		12	\$18.00	\$216.00	*	\$12.21	\$146.52
302	3218	37923	Sm Antibody		20	\$9.00	\$180.00	*	\$5.00	\$100.00
303	3218-1		Sm Antibody		12	\$52,00	\$624.00	*	\$5.00	\$60.00
304	3222-1		Sm/RNP Antibody		12	\$54.00	\$648.00	•	\$7.21	\$86.52
305	14627v1		Serotonin Release Assay, Unfractionated Heparin		8	\$260,00	\$2,080.00		\$48.25	\$386.00
306	12920	14857	ssDNA (Single Stranded DNA) IgG Antibody (45972)		4	\$130.25	\$521.00		\$26.25	\$105.00
307	13360	30260X	Stone Analysis (4161)		4	\$56,39	\$225.56	•	\$11.58	\$46.32
308	30175v1		Sulfatide Autoantibody Test (210)	Athena Diagnostics, Inc.	4	\$500.00	\$2,000.00	•	\$495.00	\$1,980.00
309	653v2		Treponema pallidum Ab, Particle Agglutination		60	\$17.30	\$1,038.00		\$17.30	\$1,038.00
310	90827	90827	Trypanosoma cruzi Antibody, Total		8	\$90,95	\$727.60		\$80.25	\$642.00
311	859v1	47700	T3, Total		40	\$12.15	\$486.00	<del>.</del>	\$6.00	\$240.00
312	17733	17733	T4, Total (Thyroxine)		148	\$7.06	\$1,044.88	•	\$5.00	\$740.00
313	70007v1		Tacrolimus, Highly Sensitive, LC/MS/MS		120	\$45.00	\$5,400.00	•	\$11.00	\$1,320.00
314	516	870X	TBG (Thyroxine Binding Globulin)		24	\$30.93	\$742.32	•	\$15.00	\$360.00
315	36170v1		Testosterone, Free (Dialysis) and Total (LC/MS/MS)		68	\$60.00	\$4,080.00	*	\$15.44	\$1,049.92
316	15983v1		Testosterone, Total, LC/MS/MS		36	\$43.01	\$1,548.36	<u> </u>	\$8.00	\$288.00
317	404	267	Thyroglobulin Antibodies		4	\$9.40	\$37.60	*	\$9.40	\$37.60
318	406	30278	Thyroglobulin Panel		8	\$22.75	\$182.00	*	\$17.82	\$142.56
319	15102	15102	Thyroid Cascading Reflex		16	\$24.20	\$387.20	<u> </u>	\$7.72	\$123.52
320	295	5081	Thyroid Peroxidase Antibodies		28	\$11.75	\$329.00	<del>-</del>	\$5.00	\$140.00
321	120	7260	Thyroid Peroxidase and Thyroglobulin Antibodies		8	\$21.00	\$168.00	*	\$14.40	\$115.20
322	6813	8821	Tissue Transglutaminase Antibody (IgA)		40	\$75.00	\$3,000.00	*	\$6.00	\$240.00
323	30965v1		Topiramate		8	\$27.00	\$216.00		\$20.00	\$160.00
324	6444v1		Torch Panel, Acute	Page 25 of 31	4	\$167.69	\$670,76	-	\$46.27 Ouest Diagr	\$185.08 lostics Agreement

\$185.08 | \$185.08 | Quest Diagnostics Agreement
Term: 6/14/17-6/13/21
NTE: \$3,000,000



#### ATTACHMENT B TO EXHIBIT A (discounted pricing)

Quest Diagnostics Incorporated - SJC

Pricing Evaluation and Proposal for Natividad Medical Center, SALINAS, CA 93906 - Medassets - July, 2016

Totals

Dollar Savings

Percent Savings

10,812

\$840,128.88

\$390,126.20 (\$450,002.68) -53,56%

>nfidential

**HBOT 61224251** 

		HENDING .		12 Month			Tribenson res	ABERESTI DESCRIP	Half-Medall Executive	
	8636v2		Toxoplasma Antibodies (IgG,IgM)	Volume 48	\$17.50	\$840.00	COMMENSATION OF THE PROPERTY O	\$17.50	\$840.00	
325 326	891v2		Transferin	56	\$10.50	\$588,00		\$7.00	\$392.00	
326	11681F	17088X	Treponema pallidum Antibody, IFA (CSF) (63486)		\$20.76	\$83.04		\$20.76	\$83.04	
328	34484v1	1/000	Tryptase	- 4	\$69.97	\$279.88		\$47.29	\$189.16	
329	36577	36577	TSH Antibody		\$118.00	\$944.00	· · · · · ·	\$102.48	\$819.84	
330	19537	19537	TSH with HAMA Treatment	36	\$48.40	\$1,742.40	*	\$9.66	\$347.76	
331	30551	30551	TSI (Thyroid Stimulating Immunoglobulin)	24	\$57.20	\$1,372.80	*	\$36.00	\$864.00	
332	11073v1	30331	Tissue Transglutaminase Antibody (IgG,IgA)	12	\$182.24	\$2,186.88	•	\$19.82	\$237.84	
333	19955-5	19955-5	Tissue Transglutaminase Antibody (IgG)	12	\$68.00	\$272.00		\$9.91	\$39.64	
334	19935-5 1737L	1737X	Urea Nitrogen, Random Urine	4	\$10.76	\$43.04		\$5.00	\$20.00	
335	4705	1744X	Unic Acid, Random Urine (w/ Creatinine)	4	\$15.90	\$63.60	*	\$7.26	\$29.04	
336	4128v1	1/44/	OTIC ACU, National Office (w. Creatifiete)  VDRL CSF	12	\$9.00	\$108.00	•	\$8,98	\$107.76	
337	30509v1		VDRL, Serum	4	\$10.50	\$42.00	•	\$7.61	\$30,44	
338	921L	921	Votamin A (Retinol)	4	\$26.00	\$104.00	•	\$14.00	\$56.00	
339	5042v1	921	Vitamin B1 (Thiamine), Blood LC/MS/MS	112	\$30.93	\$3,464.16	•	\$20.00	\$2,240.00	
340	926L	926	Vitamin B6, Plasma	8	\$167,11	\$1,336.88	•	\$25.00	\$200.00	
341	929v1	920	Vitamin C, LC/MS/MS	4	\$41.85	\$167.40	*	\$23.97	\$95.88	
342	16558v1		Vitamin D, 1,25-Dihydroxy, LC/MS/MS	264	\$26.50	\$6,996.00	*	\$15.44	\$4,076.16	
343	931L	931	Vitamin E (Tocopherol)	4	\$22.22	\$88,88		\$14.00	\$56.00	
344	9601	19790X	von Wilebrand Comprehensive Panel	12	\$596.83	\$7,161.96	•	\$136.22	\$1,634.64	
345	19574	19574	Voriconazole, HPLC	4	\$178.00	\$712.00	•	\$72.38	\$289.52	
346	9457	15540X	von Willebrand Comprehensive Panel 2	4	\$816.83	\$3,267.32	*	\$191,22	\$764.88	
347	34128	34128	Varicella-Zoster Virus Antibodies (IgG, IgM)	124	\$30.00	\$3,720.00	•	\$14.00	\$1,736.00	
348	3888	34052X	Varicella Zoster Virus (VZV) DNA, Qualitative Real-Time PCR (45020)	8	\$221,42	\$1,771,36	*	\$96.50	\$772.00	
349	36597v1	OTOGEA	West Nile Virus Antibodies (IgG, IgM), CSF	4	\$112.00	\$448.00	•	\$50.91	\$203.64	
350	36596v1		West Nile Virus Antibodies (IgG, IgM), Serum	4	\$112.00	\$448.00	•	\$33,78	\$135,12	
351	16326	16326	XSense(R), Fragile X with Reflex and Chromosome Analysis, Blood	8	\$904.00	\$7,232.00	•	\$321.50	\$2,572,00	
352	16313	16313	XSense(R), Fragile X with Reflex	8	\$269.00	\$2,152.00	*	\$96.50	\$772.00	
353	945v1	10010	Zinc	4	\$15.76	\$63.04	*	\$9.24	\$36.96	
354	37852	37852	Zonisamide	8	\$99.00	\$792.00	•	\$35.69	\$285.52	
-	U, 302	J. 002			1				7,000	

Tests marked with "\*" denotes a special priced test. All other discountable tests are discounted at \_\_% off of Quest Diagnostics' List Fee Schedule.

Certain high cost of performance assays and tests referred to other laboratories are non-discountable.

Tests in this bid are converted to the best of our ability; however, some prices may need to be adjusted upon receipt of additional test utilization, information, test components or other data.

In the event any reference laboratory, to which Quest Diagnostics refers testing, increases its charges to Quest Diagnostics at any time during the Initial Term or any Renewal Term of this Agreement, Quest Diagnostics shall have the right to increase its charges to Client for any such tests in an amount that is commensurate with the increase by the reference laboratory. Handling fee will be added for tests sent to other reference laboratories.

The CPT codes provided are based on AMA guidelines and are for informational purposes only. CPT coding is the sole responsibility of the billing party. Please direct any questions regarding coding to the payer being billed.

Reflex testing, if performed, is an additional charge.

Signed Pricing received five business days before the last day of current invoice period is implemented the first day of the invoice period in which it is received, otherwise the pricing will be implemented the first day of the next invoice period.

Account Information: Enter all account numbers here with their BU

I agree with all pricing and terms listed above

Page 26 of 31

Quest Diagnostics Agreement Term: 6/14/17-6/13/21

NTE: \$3,000,000

					LIDOT 64004054	
	Oug	CF ATTACHMENT BITO	XHIBIT A (discounted pricin	na)	HBOT 61224251	
( <b>C</b> )	Ques	St ATTACHMENT BTO	Diagnostics Incorporated - SJC	'9 <i>)</i>	1	mfidential
	Diagno	Pricing Evaluation and Proposal for Nati	vidad Medical Center, SALINAS, CA 93906	- Medassets - July, 2016		
		Totals	10,812	\$840,128.88	\$390,126.20	
		Dollar Savings Percent Savings			(\$450,002.68) -53,56%	
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1		HOLE THE PROPERTY OF THE PARTY	12 Month Volume			
		Enter Client name here (Representative) - Print Name				
		Enter Client name here (Representative) - Signature				
		Date				
Please send	completed for	rms with signature and all pages to:				
	Email:	Mallbox hospsissupp@questdiagnostics.com				
	Fax:	610.271.4411				
				Pr	repared by XX for XX:	

#### ADDENDUM NO. 1

# TO AGREEMENT BY AND BETWEEN QUEST DIAGNOSTICS, INC AND THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER FOR REFERENCE LABORATORY TESTING SERVICES

This Addendum No. 1 amends, modifies, and supplements the County of Monterey Agreement for Services (hereinafter "Agreement") by and between Quest Diagnostics, Inc. (hereinafter "CONTRACTOR") and the County of Monterey, on behalf of Natividad Medical Center (hereinafter "NMC"). This Addendum #1 has the full force and effect as if set forth within the Terms. To the extent that any of the terms or conditions contained in this Addendum #1 may contradict or conflict with any of the terms and conditions of the Agreement, it is expressly understood and agreed that the terms and conditions of this Addendum #1 shall take precedence and supersede the attached Agreement.

NOW, THEREFORE, NMC and CONTRACTOR agree that the Agreement terms and conditions shall be amended, modified, and supplemented as follows:

- 1. Agreement paragraph 5.1 under Section for "Performance Standards", shall be amended to:
  - 5.1 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.
- Agreement paragraph 6.1 under Section "Payment Terms" shall be amended to:
   6.1 Prices shall remain firm for the term of the Agreement as per the attached Exhibit A.
- 3. Agreement paragraph 7.1 under Section for "Termination", shall be omitted in its entirety.
- 4. Agreement paragraph 7.2 under Section for "Termination", shall be amended to:
  Mutual Good Cause Termination

7.2 Either party may cancel and terminate this Agreement for good cause effective immediately upon written notice to Contractor. "Good cause" includes the failure of a party to perform the required services at the time and in the manner provided under this Agreement. Upon termination of this Agreement for good cause, neither party shall have any further obligation with the exception of obligations accruing prior to the date of termination, such as payment for Laboratory Services rendered prior to the termination of this Agreement at the rates set forth in this Agreement; payment of Laboratory Services rendered after the termination of the Agreement shall be at Quest Diagnostics' billed charges; and obligations, promises, or

Page 28 of 31

Quest Diagnostics Agreement Term: 64417-6/19/21 NTE: \$3,000,000 covenants contained in this Agreement that expressly survive the termination of this Agreement.

## 5. Agreement paragraph 8.1 under Section for "INDEMNIFICATION", shall be amended to:

#### 8.1 Mutual Indemnification

CONTRACTOR shall indemnify, defend, and hold harmless NMC, its officers, agents and employees from any claim, liability, loss, injury or damage rising out of, or in connection with, performance of this Agreement by CONTRACTOR and/or its agents, members, 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 indemnification for NMC. CONTRACTOR shall reimburse NMC for all costs, attorneys' fees, expenses and liabilities incurred by NMC with respect to any litigation in which CONTRACTOR is obligated to indemnify, defend and hold harmless NMC under this Agreement.

NMC shall indemnify, defend, and hold harmless CONTRACTOR, 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 NMC and/or its agents, members, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by CONTRACTOR. It is the intent of the Parties to this Agreement to provide the broadest possible coverage for CONTRACTOR.

#### 6. Paragraphs 9.1 and 9.4 under Section for "INSURANCE", shall be amended to:

#### Paragraph 9.1 Evidence of Coverage shall be amended to:

Prior to the Commencement of this Agreement, the CONTRACTOR shall provide a "Certificate of Insurance" evidencing that coverage as required herein has been obtained. Blanket additional insured endorsements for the General Liability and Automobile shall accompany the certificate. This evidence 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. The approval of insurance shall neither relieve nor decrease the liability of the Contractor.

Page 29 of 31

#### Section 9.4, Paragraph 2 shall be amended to:

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with policy provisions. Quest Diagnostics will endeavor to provide NMC thirty day advance notice of any cancellation or non-renewal of each policy. 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.

#### Section 9.4, Paragraph 3 shall be amended to:

Commercial general liability and automobile liability policies shall include on the "Certificate of Insurance" 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 to any insurance or self-lusurance 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. Contractor will provide NMC with blanket additional insured endorsements for the general liability and automobile liability policies.

#### Section 9.4, Paragraph 4 shall be amended to:

Change "five (5) calendar days" to "fifteen (15) calendar days.

7. Paragraph 10.5 under Section for "RECORDS AND CONFIDENTIALITY", shall be amended to:

10.5 <u>Royalties and Inventions.</u> NMC shall have a license to 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.

Signature page to follow.

Page 30 of 31

Quest Diagnostics Agreement
Term: 6/14/17-6/13-1/17
NTE: \$3,000,000

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Addendum No.1 on the basis set forth in this document and have executed this Addendum No. 1 the day and year set forth herein.

Natividad Medical Center	Quest Diagnostics, Inc.
	Jan De De la companya della companya della companya de la companya della companya
Gary R. Gray, DO, CEO	Signature of Chair, President or Vice-President
	Katie Bishar, Vice President Esoteric Operations
Date May 24,2017	Printed Name and Title  5 3 201 7
Approved as to Legal Provisions:	Date
Cub	
Monterey County Deputy County Counsel	Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer
Date	Julia Wang, Vice President Regional Finance and Enterprise Commercial
Approved as to Fiscal provisions:  Monterey County Chief-Deputy Auditor-Controller  Date	Printed Name and Title  Date  Signature Instructions  For 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).

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Page 31 of 31

Quest Diagnostics Agreement Term: 644/17-6/13/21 NTE: \$3,000,000 IN WITNESS WHEREOF, the Parties hereto are in agreement with this Addendum No.1 on the basis set forth in this document and have executed this Addendum No. 1 the day and year set forth herein.

Natividad Medical Center	Quest Diagnostics, Inc.
	July 2
Gary R. Gray, DO, CEO	Signature of Chair, President or Vice-President
-A0017	Katie Bishar, Vice President Esoteric Operations
Date May 24,2017	Printed Name and Title  5/3/2017
Approved as to Legal Provisions:	Date
Clb	
Monterey County Deputy County Counsel	Signature of Secretary Acet Secretary CEO Transport
	Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer
Date	Julia Wang, Vice President Regional Finance and Enterprise Commercial
Approved as to Fiscal provisions:	Printed Name and Title
Monterey County Chief-Deputy Auditor-Controller	Signature Instructions  For 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
Date	signatures required).



## **County of Monterey**

#### Item No.18

Board of Supervisors Chambers 168 W. Alisal St., 1st Floor Salinas, CA 93901

June 03, 2025

#### **Board Report**

**Legistar File Number: A 25-164** 

Introduced: 5/9/2025 Current Status: Natividad Medical Center -

Consent

Version: 1 Matter Type: BoS Agreement

Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute renewal and amendment No. 5 to the agreement (A-14660) with Pureserve Building Services, Inc. for professional building maintenance services, extending the agreement an additional one (1) year period (May 1, 2025 through April 30, 2026) for a revised full agreement term of May 1, 2019 through April 30, 2026, and adding \$227,000 for a revised total agreement amount not to exceed \$753,800.

#### **RECOMMENDATION:**

#### It is recommended the Board of Supervisors:

Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute renewal and amendment No. 5 to the agreement (A-14660) with Pureserve Building Services, Inc. for professional building maintenance services, extending the agreement an additional one (1) year period (May 1, 2025 through April 30, 2026) for a revised full agreement term of May 1, 2019 through April 30, 2026, and adding \$227,000 for a revised total agreement amount not to exceed \$753,800.

#### **SUMMARY/DISCUSSION:**

Pureserve Building Services Inc. offers janitorial and cleaning services from Monday to Friday at Natividad's Medical Office Building, specifically in the common areas, public waiting spaces, and suites 201 and 202. They also extend their services to offsite apartments. Their responsibilities comprise of:

- · Floor maintenance, which includes sweeping, vacuuming, and mopping
- · Polishing of water fountains and fixtures
- · Trash disposal
- · Furniture cleaning in waiting areas
- Dusting
- · Sanitation and cleaning of restrooms

Moreover, Pureserve Building Services, Inc. is in charge of supplying bathroom necessities like toilet

paper, paper towels, seat covers, and hand soap.

Since May 2019, Natividad has maintained a contract with Pureserve Building Services, Inc.

This renewal and amendment is intended to expand the range of services to include the new medical clinics recently acquired by Natividad.

#### **OTHER AGENCY INVOLVEMENT:**

The Office of County Counsel has reviewed and approved this renewal and amendment No. 5 as to form, and the Auditor-Controller has reviewed and approved as to payment provisions. The renewal and amendment No. 5 has also been reviewed and approved by NMC's Finance Committee and by its Board of Trustees on May 09, 2025.

#### **FINANCING:**

The cost for this renewal and amendment No. 5 is \$227,000 of which \$51,716 is included in the Fiscal Year 2024-2025 Adopted Budget. Amounts for remaining year of the agreement will be included in those budgets as appropriate. Funding will be provided from NMC's Enterprise Fund 451-9600-6383.

#### **BOARD OF SUPERVISORS STRATEGIC INITIATIVES:**

The services rendered under this agreement for janitorial staffing, general cleaning, and sanitation of corridors enhance operations at the hospital, which ensures a sanitary environment and improves the patient experience.

	Economic Development
	Administration
X	Health and Human Services
	Infrastructure
	Public Safety

Prepared by: Marcel Smith, Director of Environmental Services, 783-2654 Approved by: Charles R. Harris, Chief Executive Officer, 783-2553

#### Attachments:

Pureserve Building Services Renewal & Amendment 5

Pureserve Building Services Amendment 4 Pureserve Building Services Amendment 3

Pureserve Building Services Renewal & Amendment 2

Pureserve Building Services Amendment 1 Pureserve Building Services Agreement Attachments on file with the Clerk of the Board



## **County of Monterey**

#### Item No.

Board of Supervisors Chambers 168 W. Alisal St., 1st Floor Salinas, CA 93901

June 03, 2025

#### **Board Report**

**Legistar File Number: A 25-164** 

Introduced:5/9/2025Current Status:Agenda ReadyVersion:1Matter Type:BoS Agreement

Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute renewal and amendment No. 5 to the agreement (A-14660) with Pureserve Building Services, Inc. for professional building maintenance services, extending the agreement an additional one (1) year period (May 1, 2025 through April 30, 2026) for a revised full agreement term of May 1, 2019 through April 30, 2026, and adding \$227,000 for a revised total agreement amount not to exceed \$753,800.

#### **RECOMMENDATION:**

#### It is recommended the Board of Supervisors:

Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute renewal and amendment No. 5 to the agreement (A-14660) with Pureserve Building Services, Inc. for professional building maintenance services, extending the agreement an additional one (1) year period (May 1, 2025 through April 30, 2026) for a revised full agreement term of May 1, 2019 through April 30, 2026, and adding \$227,000 for a revised total agreement amount not to exceed \$753,800.

#### **SUMMARY/DISCUSSION:**

Pureserve Building Services Inc. offers janitorial and cleaning services from Monday to Friday at Natividad's Medical Office Building, specifically in the common areas, public waiting spaces, and suites 201 and 202. They also extend their services to offsite apartments. Their responsibilities comprise of:

- · Floor maintenance, which includes sweeping, vacuuming, and mopping
- · Polishing of water fountains and fixtures
- Trash disposal
- · Furniture cleaning in waiting areas
- · Dusting
- · Sanitation and cleaning of restrooms

Moreover, Pureserve Building Services, Inc. is in charge of supplying bathroom necessities like toilet paper, paper towels, seat covers, and hand soap.

Since May 2019, Natividad has maintained a contract with Pureserve Building Services, Inc.

This renewal and amendment is intended to expand the range of services to include the new medical clinics recently acquired by Natividad.

#### **OTHER AGENCY INVOLVEMENT:**

The Office of County Counsel has reviewed and approved this renewal and amendment No. 5 as to form, and the Auditor-Controller has reviewed and approved as to payment provisions. The renewal and amendment No. 5 has also been reviewed and approved by NMC's Finance Committee and by its Board of Trustees on May 09, 2025.

#### FINANCING:

The cost for this renewal and amendment No. 5 is \$227,000 of which \$51,716 is included in the Fiscal Year 2024-2025 Adopted Budget. Amounts for remaining year of the agreement will be included in those budgets as appropriate. Funding will be provided from NMC's Enterprise Fund 451-9600-6383.

#### **BOARD OF SUPERVISORS STRATEGIC INITIATIVES:**

The services rendered under this agreement for janitorial staffing, general cleaning, and sanitation of corridors enhance operations at the hospital, which ensures a sanitary environment and improves the patient experience.

	Economic Development
	Administration
X	Health and Human Service
	Infrastructure
	Public Safety

Prepared by: Marcel Smith, Director of Environmental Services, 783-2654 Approved by: Charles R. Harris, Chief Executive Officer, 783-2553

#### Attachments:

Pureserve Building Services Renewal & Amendment 5

Pureserve Building Services Amendment 4

Pureserve Building Services Amendment 3

Pureserve Building Services Renewal & Amendment 2

Pureserve Building Services Amendment 1

Pureserve Building Services Agreement

Attachments on file with the Clerk of the Board

# RENEWAL AND AMENDMENT NO. 5 TO SERVICES AGREEMENT BETWEEN PURESERVE BUILDING SERVICES, INC. AND THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER FOR PROFESSIONAL BUILDING MAINTENANCE SERVICES

This Renewal and Amendment No. 5 to the Services Agreement ("Agreement") which was effective on May 1, 2019 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Pureserve Building Services, Inc. ("CONTRACTOR"); From this point forward, the party referenced previously as "NMC" shall be referenced as "COUNTY" and collectively, COUNTY and CONTRACTOR are referred to as the "Parties" to this Agreement, with respect to the following:

#### **RECITALS**

**WHEREAS**, the Agreement was executed for Professional Building Maintenance Services with a term May 1, 2019 through April 30, 2020 and a total Agreement amount not to exceed \$64,116; and

WHEREAS, COUNTY and CONTRACTOR amended the Agreement on April 21, 2020 via Amendment No. 1 to extend the term for an additional two (2) year period through April 30, 2022 to allow for services to continue with no changes to the scope of work or billing rates, with a \$130,000 increase for a total Agreement amount to \$194,116; and

WHEREAS, the Agreement expired on April 30, 2022; and

WHEREAS, COUNTY and CONTRACTOR amended the Agreement on May 1, 2022 via Renewal and Amendment No. 2 to include new CONTRACTOR obligations, to extend the term for an additional two (2) year period through April 30, 2024, and to increase the total amount of the Agreement to \$333,116; and

WHEREAS, COUNTY and CONTRACTOR amended the Agreement on November 16, 2022 via Amendment No. 3 to allow for services to continue with an additional scope of work attached hereto as "Exhibit B per Amendment No. 3", with a \$60,000 increase for the added services for a total Agreement amount of \$393,116, with no change to the agreement term of May 1, 2019 through April 30, 2024; and

WHEREAS, COUNTY and CONTRACTOR amended the Agreement on December 14, 2023 via Amendment No. 4 to extend the term for an additional one (1) year period through April 30, 2025 to allow for services to continue with no changes to the scope of work, with a \$133,684 increase for a total not to exceed Agreement amount of \$526,800; and

WHEREAS, the Agreement expired on April 30, 2025; and

WHEREAS, COUNTY and CONTRACTOR currently wish to renew and amend the Agreement via Renewal and Amendment No. 5 retroactive to May, 1 2025 and to extend it for an additional one (1) year period through April 30, 2026 for a revised full Agreement term of May 1, 2019 through April 30, 2026 to allow for services to continue with revisions to the scope of work attached hereto as "Exhibit A-5 and Exhibit B-5 per Renewal and Amendment No. 5" with an additional scope of work attached hereto as "Exhibit C-5 per Renewal and Amendment No. 5" with a \$227,000 increase for continued and added services for a revised total not to exceed Agreement amount of \$753,800.

#### **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 and in Amendment No. 1, Renewal and Amendment No. 2, Amendment No. 3, Amendment No. 4, and Renewal and Amendment No. 5 incorporated herein by this reference, except as specifically set forth below.

- 1. Section 2 / Paragraph titled, "PAYMENTS BY COUNTY" shall be amended to the following: "COUNTY shall pay the CONTRACTOR in accordance with the payment provisions set forth in EXHIBIT A-5 plus Exhibit B-5, and Exhibit C-5 as per Renewal and Amendment No. 5 attached hereto this Renewal and Amendment No. 5. The total amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed the sum of \$753,800."
- 2. The first sentence of <u>Section 3 /Paragraph titled</u>, "TERM OF AGREEMENT" shall be amended to the following:
  - "The term of this Agreement is from May 1, 2019 through April 30, 2026 unless sooner terminated pursuant to the terms of this Agreement."
- 3. <u>Section 4/ Paragraph titled</u>, "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 (Natividad Campus)

Exhibit B: Additional Scope and Cost for Servicing the Natividad Medical Group Prunedale Office as per Amendment No. 3.

Exhibit A-5: revised Scope of Services/Payment Provisions (Natividad Campus) per Renewal and Amendment No. 5

Exhibit B-5: revised Additional Scope and Cost for Servicing the Natividad Medical Group Prunedale Office as per Renewal and Amendment No. 5.

Exhibit C-5: Additional Scope and Cost for Servicing Additional Outside Facilities as per Renewal and Amendment No. 5"

- 4. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Renewal and Amendment No. 5 and shall continue in full force and effect as set forth in the Original Agreement, Amendment No. 1, Renewal and Amendment No. 2, Amendment No. 3, and Amendment No. 4.
- 5. A copy of this Renewal and Amendment No. 5 shall be attached to the Agreement.
- 6. This Renewal and Amendment No. 5 is effective retroactively on May 1, 2025.

The remainder of this page was intentionally left blank.

~ Signature page to follow ~

**COUNTY OF MONTEREY on behalf of** 

NATIVIDAD MEDICAL CENTER

IN WITNESS WHEREOF, the Parties herby execute this Renewal and Amendment No. 5 as follows:

**CONTRACTOR** 

Ву:	Division D. T. V.
Charles R. Harris, CEO	Pureserve Building Services, Inc.
,	CONTRACTOR'S Business Name
	***See instructions below***
Date:	
	By:
	(Signature of Chair, President, or Vice-President)
APPROVED AS TO I FOLK B	
APPROVED AS TO LEGAL PROVISIONS  Signed by:	HEETOR/MARQUEZ-C
By: Stary Saetta	Name and Title
By: 5(My 5MC(M) 5 MC(M) 5 MC(M	
Monterey County Deputy County Counsel	Date: 4/8/25
_ 5/2/2025   4:13 PM PDT	
Date:	
	By:
	Signature of: Secretary, Asst. Secretary, CFO,
1	Treasurer, or Asst. Treasurer)
APPROVED AS TO FISCAL PROVISIONS	
DocuSigned by:	Varanica C. Mara
Patricia Ruiz	Vovora Ca Janti egg
By:	Veronica Santiego Name and Title
Monterey County Deputy Auditor/Controller	1 ,
	Date: 4/8/2025
5/5/2025   7:21 AM PDT	1 10 1003
Date:	***Instructions***
	If CONTRACTOR:
	If CONTRACTOR is a corporation; including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth share to the corporation shall
	be set forth above together with the signatures of two specified
	officers (two signatures required)

officers (two signatures required).

(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

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).

To Agreement by and between Natividad Medical Center, hereinafter referred To as "Natividad"

### **AND**

### Pureserve Building Services

### I. CONTRACTOR Obligations:

### A. Janitorial Staffing Information

For Pureserve to efficiently maintain the office complex requires a proper number of trained employees reporting to your building each evening. You, as a customer, have a right to know how many people will be supplying to your account. The building will be staffed as follows:

- > Two (2) part time housekeeper Five days per week, performing general janitorial duties.
- > Two (2) part time floor technician Five days per week, will be maintaining the floor clean and performing burnishing and floor refinishing as needed.
- ➤ One (1) part time supervisor Five days per week, responsible for some light jamitorial work plus the responsibility of assigning project work, inspections, staffing and securing the building(s).

### B. Service Areas Schedules and Duties

- Monday thru Friday (common areas-public areas)
- Monday thru Friday Suite #201-202
- Monday thru Friday Day Porter Service (sanitation only-late morning)

### **General Cleaning**

- Empty waste paper baskets and clean out when necessary
- Lobby: clean all coffee tables, end tables, and chairs and sofas
- Clean and polish water fountains and fixtures.
- Sweep outside landings at designated entrances and exits.
- Remove all graffiti from any interior walls.
- Clean all doors, door frames, doorknobs, push plates, and kick plates, threshold.
- Sweep and mop all hard surface flooring and resilient floors with treated mop.
- Vacuum all carpeted areas, including all entry mats.
- Damp mop all spills on hard floor surfaces.
- Dust the top of the desks where cleared.

- Dust the top of all filling cabinets.
- Dust all accessible horizontal surfaces, table tops, and countertops.
- Elevators: Clean thresholds, panels, floors, stainless steel, all woodwork, tracks.
- Spot clean all lobby windows below 9 feet

### Sanitation

- Empty waste containers.
- Sweep and wet mop floors.
- Restock all dispensers with the proper product (hand soap, toilet paper, paper towels)
- Clean and disinfect all restroom fixtures (sinks, urinals, toilets, and
- dispensers)
- Unstop urinals, toilets, and sinks using a plunger (report needed repairs to Facilities)
- Clean restroom mirrors and glass.
- Replenish air freshener in all restrooms.
- Wipe down all walls and partitions with damp cloth.
- Clean all bathroom doors around door knobs and push plates.
- Clean all stainless steel with polish.

## Weekly, Quarterly, Semi Annual and Annual Cleaning Services (*Upon Emergency's-Generated work orders shall be at no cost*)

### Weekly

- Remove fingerprints from doors, walls, wipe ledges and light switches.
- Clean and disinfect common area and break room trash and recycling receptacles inside and out.
- Wipe clean and disinfect all handrails, including stairwell hand rails.
- Entirely damp mop all hard surface floors and resilient floors.
- Spot clean carpets areas as needed
- Dust all window and door sills.
- Dust the top of all ledges, baseboards and partitions.
- Remove all cobwebs from ceilings, corners, and crevices.
- Clean entry door and lobby glass doors inside and out with a squeegee.

### Quarterly

- Bonnet clean common area carpet.
- Clean all baseboards, or as needed (spot cleaning as needed).

### Semi Annual

• Strip and refinish all hard floor surfaces and resilient floors.

### Annual

- Machine scrub and seal restroom floors and porcelain tile floors.
- Steam clean all carpeted common areas.
- Clean the Interior and Exterior of all windows.

### \*Included Supply List\*

• Single fold towels, Roll towels, Toilet paper, Seat covers, Small liners, Medium liners, Large liners, Recycling liners, Sani-saks, Pink hand soap, Timed mist air fresheners, "D" size batteries for dispensers, Urinal blocks with screens.

### C. Security

- All Keys to Natividad Campus shall be controlled through Pureserve Management.
- All Keys shall be marked, assigned and periodically checked for proper assignment by Pureserve Management.
- Pureserve shall observe and comply with all protective systems, procedures or restrictive regulations Natividad may wish to impose.
- Pureserve shall procure all necessary permits and licenses and abide by all applicable laws, regulations and ordinances of the United States and of the State of California. The Agency (Pureserve Building Services) will be in compliance with Title 22, OSHA, Federal and State Labor Laws and the Joint Commissions on Accreditation of Health Care.
- Pureserve Building Services shall provide necessary equipment for Preserve's use performing the Services.
- Pureserve shall be authorized to do business in California and shall properly license by the applicable governmental authorities to perform the services.
- Pureserve shall ensure that all vehicles, vessels and personnel provided by Pureserve shall have the permits, licensed, certificates and approvals required to comply with applicable law.
- Pureserve warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.

### II. NMC Obligations:

- Natividad shall supply, if required, any special equipment and personnel necessary for the performance of the services.
- Natividad agrees that if it fails to make any payment when due, Pureserve has the right, without any limitation of its other rights under law or equity, to suspend or terminate the Services or any portion thereof, and Pureserve will not be liable for any resulting loss, damage or expense connected with such suspension or termination.
- Natividad may, in its sole discretion, terminate the contract or withhold payments claimed by Pureserve for services rendered if Pureserve fails to satisfactorily comply with any term conditions of this Agreement.
- Shall have means necessary to enter into buildings.
- No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

### III. Pricing/Fees:

The following is your cost of service. This cost includes labor, taxes, chemicals, equipment, supplies, restroom supplies, and supervision.

	MONTHLY BILLING	ANNUAL COST
•	Day Porter Service \$ 1,285.00	\$15,420.00
•	Suite 201-202 \$2,125.00	\$25,500.00
•	Common Areas \$1,838.00	\$22,056.00
•	Samtary Products & Liners \$1,275.00	\$15,300.00
	Total Monthly Cost	\$6,523.00

### D. Additional Terms and Conditions

- After each cleaning operation in accordance with the specified frequency, all glass shall be clean and free of dirt, grime streaks, fingerprints and excessive moisture, and shall not be cloudy. Windows (within nine (9) feet of reach) sashes, sills and woodwork around interior glass and other surrounding area shall be thoroughly wiped free of any drippings and watermarks
- Pureserve and Pureserves employees shall perform all services in accordance with OSHA Standards and with American National Standard Institute Standard.
   Pureserve shall ensure that only qualified employees are designated to provide services at Natividad per this Agreement. Pureserve's employees shall have had the proper training, experience, and instruction and shall have demonstrated the ability to Pureserve that they are capable to perform safely all assigned duties.
   Window and Building Cleaning Services shall be performed in accordance with all federal, State and Local laws and regulations, with special attention to any applicable safety requirements.

## EXHIBIT B-5: revised Additional Scope and Cost for Servicing the Natividad Medical Group Prunedale Office per Renewal and Amendment No. 5

CONTRACTOR *(Pureserve)* agrees to efficiently clean and maintain the *Natividad Medical Group Prunedale* officelocated at 17615 Moro, Rd., Salinas, CA 93907. The Natividad Medical Group Prunedale office will be staffed by CONTRACTOR as follows:

- 1. 2 part time housekeepers Five days per week, performing general janitorial duties.
- 2. 1 parttime floor technician-Fivedaysperweek, will be maintaining the floor clean and performing burnishing and floor refinishing as needed.
- 3. 1 part time supervisor Five days per week, responsible for light janitorial work plus the responsibility of assigning project work, inspections, staffing and securing the building(s).

Facility Cleaning Schedule and Procedures

### Exam Rooms:

### Daily(5 times per week)

- 1. Empty the trash containers and put in new trash liners
- 2. Clean and disinfect all outside surfaces of the exam tables
- 3. Clean step of the examtable
- 4. Damp wipe surfaces of vinyl chairs and stools
- 5. Clean and disinfect counter (will work around any items)
- 6. All surfaces must be wel for 3 to 5 minutes with peroxide solution
- 7. Clean and disinfect inside and outside of doorknobs
- 8. Damp wipe baseboards (weekly rotational basis)
- 9. Scour sink with cleanser
- 10. Damp wipe all dispensers (hand towel, soap, etc.)
- 11. Restock all dispensers (hand towel, soap, etc.)
- 12. Wet mop floors
- 13. Return all items to their appropriate place

### **Monthly rotational basis**

- 1. Wipe all vertical surfaces of the cupboards
- 2. Wipe all dirt and finger print spots from walls
- 3. Wipe outside and inside surfaces of the exam room door
- 4. Wipe baseboards
- 5. Dust pictures, clocks, vents and all other times on the walls
- 6. Damp wipe jars on the counter tops
- 7. Move exam table and wet mop floor underneath
- 8. Wipe outside of trash cans and biohazard containers with disinfectant

### **Monthly**

1. Clean and disinfect inside of trash and biohazard containers

### **Ouarterly**

1. Shower scrub and recoat cty floors

# EXHIBIT B-5: revised Additional Scope and Cost for Servicing the Natividad Medical Group Prunedale Office per Renewal and Amendment No. 5 (Continues)

### **Annual**

1. Clean interior and exteriorwindows

### Sanitation

### **Daily**

- 1. Emptytrash and sanitary napkin receptacles and replace liners Damp
- 2. wipe outside sanitary napkin receptacles
- 3. Clean and sanitize toilet bowl, toilet seat and lid
- 4. Clean and sanitize urinal
- 5. Damp wipe fixtures and chrome
- 6. Clean mirror with glass cleaner
- 7. Spot clean partitions
- 8. Spot clean door, walls, switch plates
- 9. Wet mop floor using disinfectant
- 10. Damp wipe dispensers (soap, hand towels, seat covers, toilet tissue etc.)
- 11. Refill all dispensers (soap, hand towels, seat covers, toilet tissue etc.)
- 12. Damp wipebaseboards

### Weekly

- 1. Clean and disinfect both sides of doors and partitions
- 2. Vacuum vents
- 3. Clean floor drains
- 4. Dust all ledges
- 5. Wipe baseboards
- 6. Damp wipe and dry chrome pipes under sinks
- 7. Clean and disinfect inside of sanitary napkin receptacle
- 8. Scrub floor with disinfectant

Patient intake room, Lab area, Nursing station

### **Daily**

- 1. Clean and disinfect countertops without moving equipment and supplies
- 2. Clean outside of refrigerators (including top)
- 3. Clean and sanitizesinks
- 4. Wipe and disinfect scales
- 5. Damp wipe measuring board and measuring tape
- 6. Empty trash and replace liners
- 7. Clean and disinfect all chairs, stools, tables, exam tables and desks
- 8. Wet mop all floors with disinfectant

### **Weekly**

1. Clean and disinfect countertops (clean around equipment and supplies)

# EXHIBIT B-5: revised Additional Scope and Cost for Servicing the Natividad Medical Group Prunedale Office per Renewal and Amendment No. 5 (Continues)

- 2. Wipe outside surfaces of cupboards
- 3. Clean outside of trash cans and biohazard containers
- 4. Dampwipe all surfaces of Fax machines, copy machines and lab equipment
- 5. Damp wipe all windowsills
- 6. Scrub floors
- 7. Wipe baseboards
- 8. Spot clean walls and doors

### **Monthly**

- 1. Clean and disinfect inside oftrash containers
- 2. Clean inside of all windows
- 3. Clean both sides of doors



### **Daily**

- 1. Emptytrashandrecyclebincontainers
- 2. Damp wipe counter tops or dust desk tops
- 3. Wet wipe spills and dirt from counter tops
- 4. Brush crumbs from chairs
- 5. Vacuum walkway areas of carpet
- 6. Dust mop floors
- 7. Clean exterior entrance steps and rails.

### Weekly

- 1. Clean desks and counter tops with wood cleaner or damp cloth (clean around items)
- 2. Vacuum all carpet including comers and underneath furniture
- 3. Dust all furniture, window sills and other surfaces where dust and dirt collect
- 4. Wipe baseboards
- 5. Wet mop floors

### Semi-Annual

1. Strip, scrub and wax floors

# EXHIBIT B-5: revised Additional Scope and Cost for Servicing the Natividad Medical Group Prunedale Office per Renewal and Amendment No. 5 (Continues)

### Break Room

### **Daily**

- 1. Wipe table and countertops
- 2. Clean and sanitize sinks
- 3. Wet mop floor
- 4. Empty and replace trashliners
- 5. Mid-day porter cleaning Break room

### Weekly

- I. Wipe all chairs
- 2. Clean outside ofrefrigerator, microwave, coffee pots
- 3. Wipe baseboards
- 4. Clean inside microwave
- 5. Dust window blinds
- 6. Clean inside of refrigerator

### **Cost of Services**

Costs below include labor, taxes, equipment, chemicals, and supervision. There shall be no travle costs nor travel reimbursement allowed for this Agreement.

Monthly	Annually
Evening Janitorial Service	
\$5,059.00	\$60,708.00
@ 5,400 sq. ft	@ 5,400 sq. ft.
Day porter Service	
Shift 10am to 6:30pm M-F	
\$5,220.00	\$62,640.00
Shift 10am to 4pm M-F	
\$4,160.00	\$49,920.00

### Exhibit C-5: Additional Outside Facilities per Renewal and Amendment No. 5

### 1498 Constitution and 1757 Independence Apartments

Service Schedule

- 1. Vacuum carpet / Sweep and mop floors
- 2. Restroom: Clean sink, commode, shower, mirror, walls.
- 3. Kitchen: Clean counter, top of stove, sink, faces of cabinets.
- 4. Housekeeping: wipe tables, spot clean walls, etc.

Cost of services 1498 Constitution (2x's per wk) \$1,080.00 Cost of services 1757 Independence (Monthly) \$160.00

### Balcony in the Finance Office at 1615 Bunker Hill Way Suite 170

CONTRACTOR (PURESERVE) agrees to efficiently clean the balcony in the Finance Office located at 1615 Bunker Hill Way Suite 170 services to be rendered as follows:

Service Schedule (monthly)

- 1. Sweep and mop floors
- 2. Wipe furniture and railing
- 3. Remove cobwebs

### Cost of services \$50.00

## Sanborn Clinic 323 N Sanborn Rd, Salinas, CA 93905 Janitorial Staffing Information

For **Pureserve** to efficiently maintain the *Clinic* office requires a proper number of trained employees reporting to your building each evening. You, as a customer, have a right to know how many people will be supplying to your account. The building will be staffed as follows:

- 1) 1 part time housekeeper -Four days per week, performing general janitorial duties.
- 2) 1 part time floor technician Four days per week, will be maintaining the floor clean and performing burnishing and floor refinishing as needed.
- 3) 1 part time supervisor One day per week, responsible for some light janitorial work plus the responsibility of assigning project work, inspections, staffing and securing the building(s).

### Exhibit C-5: Additional Outside Facilities Per Renewal and Amendment No. 5 (continues)

### **Facility Cleaning Schedule**

### **Procedures**

### **Daily**

- 1. Empty the trash containers and put in new trash liners
- 2. Clean and disinfect all outside surfaces of the exam tables
- 3. Clean step of the exam table
- 4. Damp wipe surfaces of vinyl chairs and stools
- 5. Clean and disinfect counter (will work around any items)
- 6. Clean and disinfect procedure trays
- 7. Clean and disinfect inside and outside of door knobs
- 8. Damp wipe baseboards (weekly rotational basis)
- 9. Scour sink with cleanser
- 10. Damp wipe all dispensers (toilet paper, hand towel, soap, seat covers etc.)
- 11. Restock all dispensers (toilet paper, hand towel, soap, seat covers etc.)
- 12. Wet mop floors
- 13. Return all items to their appropriate place

### **Semi-Annually**

- 1. Shower scrub and recoat floors
- 2. Wash exterior windows

### Sanitation

### **Daily**

- 1. Empty trash and sanitary napkin receptacles and replace liners
- 2. Damp wipe outside sanitary napkin receptacles
- 3. Clean and sanitize toilet bowl, toilet seat and lid
- 4. Clean and sanitize urinal
- 5. Damp wipe fixtures and chrome
- 6. Clean mirror with glass cleaner
- 7. Spot clean partitions
- 8. Spot clean door, walls, switch plates
- 9. Wet mop floor using disinfectant
- 10. Damp wipe dispensers (soap, hand towels, seat covers, toilet tissue etc.)
- 11. Refill all dispensers (soap, hand towels, seat covers, toilet tissue etc.)
- 12. Damp wipe baseboards

### Office of Physician

### **Daily**

- 1. Empty trash and recycle bin containers
- 2. Damp wipe counter tops or dust desk tops

### **Exhibit C-5: Additional Outside Facilities per Renewal and Amendment No. 5 (continues)**

- 3. Wet wipe spills and dirt from counter tops
- 4. Brush crumbs from chairs
- 5. Vacuum walkway areas of carpet
- 6. Dust mop floors

### **Weekly**

- 1. Clean desks and counter tops with wood cleaner or damp cloth (clean around items)
- 2. Vacuum all carpet including corners and underneath furniture
- 3. Dust all furniture, window sills and other surfaces where dust and dirt collect
- 4. Wipe baseboards
- 5. Wet mop floors

### Lobby and Front Desk Area

### **Daily**

- 1. Vacuum carpets and mats
- 2. Wipe upholstered furniture and desk chairs
- 3. Clean and disinfect counter tops in reception area
- 4. Empty trash and recycle containers and replace liners
- 5. Clean and sanitize telephones
- 6. Spot clean windows and doors

### Weekly

- 1. Spot clean carpets
- 2. Wet wipe or polish wooden/chrome parts of furniture and desk chairs
- 3. Wet mop floors and reception area
- 4. Wipe outside of trash and recycle containers
- 5. Wipe baseboards
- 6. Dust pictures, signs, vents, window sills, moldings
- 7. Dust blinds

### **Semi-Annually**

Clean carpets

### Break Room

### **Daily**

- 1. Wipe table and counter tops
- 2. Clean and sanitize sinks
- 3. Wet mop floor
- 4. Empty and replace trash liners

### **Weekly**

- 1. Wipe all chairs
- 2. Clean outside of refrigerator, microwave, coffee pots
- 3. Wipe baseboards
- 4. Clean inside microwave

### Exhibit C-5: Additional Outside Facilities per Renewal and Amendment No. 5 (continues)

5. Dust window blinds

### **Monthly**

1. Clean inside of refrigerator

### **Cost of Services**

The following is your cost of service. This cost includes labor, taxes, equipment, and supervision.

**MONTHLY BILLING** 

**ANNUAL COST** 

4 days per week \$1,297.00

\$15,564.00

Legistar File ID No. A 23-538 Agenda Item No. 30



# **Monterey County Board of Supervisors**

### **Board Order**

168 West Alisal Street, 1st Floor Salinas, CA 93901 831,755,5066

www.co.monterey.ca.us

A motion was made by Supervisor Mary L. Adams, seconded by Supervisor Wendy Root Askew to:

### Agreement No.: A-14660; Amendment No.: 4

Authorize the Chief Executive Officer for Natividad Medical Center or his designee to execute amendment No. 4 to the agreement (A-14660) with Pureserve Building Services, Inc. for professional building maintenance services, extending the agreement an additional one (1) year period (May 1, 2024 through April 30, 2025) for a revised full agreement term of May 1, 2014 through April 30, 2025 and adding \$133,684 for a revised total agreement amount not to exceed \$526,800.

PASSED AND ADOPTED on this 5<sup>th</sup> day of December 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 December 5, 2023.

Dated: December 13, 2023

File ID: A 23-538 Agenda Item No.: 30 Valerie Ralph, Clerk of the Board of Supervisors County of Monterey, State of California

Vicente Ramirez, Deputy

Natividad medical Contr. 400 constitution

Agreement A-14660

# AMENDMENT NO. 4 TO SERVICES AGREEMENT BETWEEN PURESERVE BUILDING SERVICES, INC. AND THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER FOR

### PROFESSIONAL BUILDING MAINTENANCE SERVICES

This Amendment No. 4 to the Services Agreement ("Agreement") which was effective on May 1, 2019 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Pureserve Building Services, Inc. ("CONTRACTOR"); From this point forward, the party referenced previously as "NMC" shall be referenced as "COUNTY" and collectively, COUNTY and CONTRACTOR are referred to as the "Parties" to this Agreement, with respect to the following:

### **RECITALS**

**WHEREAS**, the Agreement was executed for Professional Building Maintenance Services with a term May 1, 2019 through April 30, 2020 and a total Agreement amount not to exceed \$64,116; and

WHEREAS, COUNTY and CONTRACTOR amended the Agreement on April 21, 2020 via Amendment No. 1 to extend the term for an additional two (2) year period through April 30, 2022 to allow for services to continue with no changes to the scope of work or billing rates, with a \$130,000 increase for a total Agreement amount to \$194,116; and

WHEREAS, COUNTY and CONTRACTOR amended the Agreement on May 1, 2022 via Renewal and Amendment No. 2 to include new CONTRACTOR obligations, to extend the term for an additional two (2) year period through April 30, 2024, and to increase the total amount of the Agreement to \$333,116; and

WHEREAS, COUNTY and CONTRACTOR amended the Agreement on November 16, 2022 via Amendment No. 3 to allow for services to continue with an additional scope of work attached hereto as "Exhibit B per Amendment No. 3", with a \$60,000 increase for the added services for a total Agreement amount of \$393,116, with no change to the agreement term of May 1, 2019 through April 30, 2024; and

WHEREAS, COUNTY and CONTRACTOR currently wish to amend the Agreement to extend it for an additional one (1) year period (May 1, 2024 through April 30, 2025) for a revised full agreement term of May 1, 2019 through April 30, 2025 with a \$133,684 increase for a total Agreement amount of \$526,800.

#### **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, Renewal and Amendment No. 2, and Amendment No. 3 incorporated herein by this reference, except as specifically set forth below.

1. Section 2 / Paragraph titled, "PAYMENTS BY COUNTY" shall be amended to the following: "The total amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed the sum of \$526,800."

- 2. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 4 and shall continue in full force and effect as set forth in the Amendment No. 1, Renewal and Amendment No. 2 and Amendment No. 3.
- 3. A copy of this Amendment No. 4 shall be attached to the Agreement.
- 4. This Amendment No. 4 shall be effective when both parties have signed.

The remainder of this page was intentionally left blank.

~ Signature page to follow ~

**IN WITNESS WHEREOF**, the Parties hereto are in agreement with this Amendment No. 4 on the basis set forth in this document and have executed this Amendment No. 4 on the day and year set forth herein.

COUNTY OF MONTEREY on behalf of  NATIVIDAD MEDICAL CENTER  Docusigned by:	<u>CONTRACTOR</u>
By: Charles R. Harris, CEO  12/14/2023   11:39 AM PST	Pureserve Building Services, Inc.  CONTRACTOR's Business Name  ***See instructions below***
Date:	By: (Signature of: Chair, President, or Vice-President)
APPROVED AS TO LEGAL PROVISIONS  Docusigned by:  Stay Satta  COECE 1899F444A9	HEETOR MARQUEZ - CEC Name and Title
By: COECE1B99F444A9  Monterey County Deputy County Counsel	Date: 9-29-23
11/7/2023   2:57 PM PST Date:	By:(Signature of: Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)
By:  Monterey County Deputy Auditor/Controller	Name and Title
11/9/2023   3:57 PM PST Date:	Date:
	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).



### Monterey County Board of Supervisors

### **Board Order**

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

www.co.monterey.ca.us

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

### Agreement No.: A-14660; Amendment No. 3

Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute amendment No. 3 to the agreement (A-14660) with Pureserve Building Services, Inc. for professional building maintenance services, adding a scope of services for the Natividad Medical Group Prunedale, with a \$60,000 increase for a revised total Agreement amount of \$393,116, with no change to the agreement term of May 1, 2019 through April 30, 2024.

PASSED AND ADOPTED on this 8th day of November 2022, by roll call vote:

AYES:

Supervisors Alejo, Phillips, Lopez, Askew, and Adams

NOES: None ABSENT: None

(Government Code 54953)

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting November 8, 2022.

Dated: November 10, 2022

File ID: A 22-550 Agenda Item No.: 36 Valerie Ralph, Clerk of the Board of Supervisors County of Monterey, State of California

Emmanuel H. Santos, Deputy

# AMENDMENT NO. 3 TO SERVICES AGREEMENT BETWEEN PURESERVE BUILDING SERVICES, INC. AND THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER FOR

### PROFESSIONAL BUILDING MAINTENANCE SERVICES

This Amendment No. 3 to the Services Agreement ("Agreement") which was effective on May 1, 2019 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Pureserve Building Services, Inc. ("CONTRACTOR"); From this point forward, the party referenced previously as "NMC" shall be referenced as "COUNTY" and collectively, COUNTY and CONTRACTOR are referred to as the "Parties" to this Agreement, with respect to the following:

### RECITALS

**WHEREAS**, the Agreement was executed for Professional Building Maintenance Services with a term May 1, 2019 through April 30, 2020 and a total Agreement amount not to exceed \$64,116; and

WHEREAS, COUNTY and CONTRACTOR amended the Agreement on April 21, 2020 via Amendment No. 1 to extend the term for an additional two (2) year period through April 30, 2022 to allow for services to continue with no changes to the scope of work or billing rates, with a \$130,000 increase for a total Agreement amount to \$194,116; and

WHEREAS, COUNTY and CONTRACTOR amended the Agreement on May 1, 2022 via Renewal and Amendment No. 2 to include new CONTRACTOR obligations, to extend the term for an additional two (2) year period through April 30, 2024, and to increase the total amount of the Agreement to \$333,116; and

**WHEREAS**, COUNTY and CONTRACTOR currently wish to amend the Agreement to allow for services to continue with an additional scope of work attached hereto as "Exhibit B per Amendment No. 3", with a \$60,000 increase for the added services for a total Agreement amount of \$393,116, with no change to the agreement term of May 1, 2019 through April 30, 2024.

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

- 1. Section 2 / Paragraph titled, "PAYMENTS BY COUNTY" shall be amended to the following: "COUNTY shall pay the CONTRACTOR in accordance with the payment provisions set forth in EXHIBIT A plus EXHIBIT B subject to the limitations set forth in this Agreement and in this Amendment No. 3. The total amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed the sum of \$393,116."
- 2. Section 3 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 (Natividad campus)

Exhibit B: Additional Scope and Cost for Servicing the Natividad Medical Group Prunedale Office as per Amendment No. 3."

- 3. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 3 and shall continue in full force and effect as set forth in the Amendment No. 1 and Renewal and Amendment No. 2.
- 4 A copy of this Amendment No. 3 shall be attached to the Agreement.
- 5. This Amendment No. 3 shall be effective retroactively on August 1, 2022.

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

set forth in this document and have executed this Ar	
COUNTY OF MONTEREY on behalf of NATIVIDAD MEDICAL CENTER	CONTRACTOR
By:Charles R_Harris, CFO	Pureserve Building Services, Inc.  CONTRACTOR's Business Name ***See instructions below***
Date: 11/16/2022	By: (Signature of: Chair, President, or Vice-President)
APPROVED AS TO LEGAL PROVISIONS	HEETOR MARQUEZ - CEO Name and Title
By: Montere County Deputy County Counted	Date: SENT 28, 2022
Date: Chief Deputy County Counsel, 0/07/2022	By: (Signature of: Secretary, Asst. Succetary, CEC) Treasurer, or Asst. Treasurer)
AFPROVED AS TO FISCAL PROVISIONS  DocuSigned by:  Jennifer Forsyth	Venous ca Sout ago 080
Monterey County Deputy Auditor/Controller 4E7E657875454AE	Date. 9/28/22
Pate:10/10/2022   1:40 PM PDT	u= Instructions***
8	H 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 allows together with the signature of a partner who

Amendment No. 3 to Agreement With Pureserve Building Services, Inc.

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 (one signature required).

(frampanire crequired)

## EXHIBIT B - ADDITIONAL SCOPE AND COSTS FOR SERVICING THE NATIVIDAD MEDICAL GROUP PRUNEDALE OFFICE

CONTRACTOR (**Pureserve**) agrees to efficiently clean and maintain the **Natividad Medical Group Prunedale** office located at 17615 Moro, Rd., Salinas, CA 93907. The Natividad Medical Group Prunedale office will be staffed by CONTRACTOR as follows:

- 1) 2 part time housekeepers -Five days per week, performing general janitorial duties.
- 2) I part time floor technician Five days per week, will be maintaining the floor clean and performing burnishing and floor refinishing as needed.
- 3) l part time supervisor Five days per week, responsible for some light janitorial work plus the responsibility of assigning project work, inspections, staffing and securing the building(s).

### EXHIBIT B - ADDITIONAL SCOPE AND COSTS FOR SERVICING THE NATIVIDAD MEDICAL GROUP PRUNEDALE OFFICE

CONTRACTOR (**Pureserve**) agrees to efficiently clean and maintain the **Natividad Medical Group Prunedale** office located at 17615 Moro, Rd., Salinas, CA 93907. The Natividad Medical Group Prunedale office will be staffed by CONTRACTOR as follows:

- 1) 2 part time housekeepers -Five days per week, performing general janitorial duties.
- 2) 1 part time floor technician Five days per week, will be maintaining the floor clean and performing burnishing and floor refinishing as needed.
- 3) 1 part time supervisor Five days per week, responsible for some light janitorial work plus the responsibility of assigning project work, inspections, staffing and securing the building(s).

### Facility Cleaning Schedule and Procedures

### Exam Rooms:

### Daily (5 times per week)

- 1. Empty the trash containers and put in new trash liners
- 2. Clean and disinfect all outside surfaces of the exam tables
- 3. Clean step of the exam table
- 4. Damp wipe surfaces of vinyl chairs and stools
- 5. Clean and disinfect counter (will work around any items)
- 6. All surfaces must be wet for 3 to 5 minutes with peroxide solution
- 7. Clean and disinfect inside and outside of doorknobs
- 8. Damp wipe baseboards (weekly rotational basis)
- 9. Scour sink with cleanser
- 10. Damp wipe all dispensers (hand towel, soap, etc.)
- 11. Restock all dispensers (hand towel, soap, etc.)
- 12. Wet mop floors
- 13. Return all items to their appropriate place

### Monthly rotational basis

- 1. Wipe all vertical surfaces of the cupboards
- 2. Wipe all dirt and finger print spots from walls
- 3. Wipe outside and inside surfaces of the exam room door
- 4. Wipe baseboards
- 5. Dust pictures, clocks, vents and all other times on the walls
- 6. Damp wipe jars on the counter tops
- 7. Move exam table and wet mop floor underneath
- 8. Wipe outside of trash cans and biohazard containers with disinfectant

### **Monthly**

1. Clean and disinfect inside of trash and biohazard containers

### Quarterly

1. Shower scrub and recoat ctv floors

### <u>Annual</u>

1. Clean interior and exterior windows

### Sanitation

### Daily

- 1. Empty trash and sanitary napkin receptacles and replace liners
- 2. Damp wipe outside sanitary napkin receptacles
- 3. Clean and sanitize toilet bowl, toilet seat and lid
- 4. Clean and sanitize urinal
- 5. Damp wipe fixtures and chrome
- 6. Clean mirror with glass cleaner
- 7. Spot clean partitions
- 8. Spot clean door, walls, switch plates
- 9. Wet mop floor using disinfectant
- 10. Damp wipe dispensers (soap, hand towels, seat covers, toilet tissue etc.)
- 11. Refill all dispensers (soap, hand towels, seat covers, toilet tissue etc.)
- 12. Damp wipe baseboards

### Weekly

- 1. Clean and disinfect both sides of doors and partitions
- 2. Vacuum vents
- 3. Clean floor drains
- 4. Dust all ledges
- 5. Wipe baseboards
- 6. Damp wipe and dry chrome pipes under sinks
- 7. Clean and disinfect inside of sanitary napkin receptacle
- 8. Scrub floor with disinfectant

### Patient intake room, Lab area, Nursing station

### **Daily**

- 1. Clean and disinfect counter tops without moving equipment and supplies
- 2. Clean outside of refrigerators (including top)
- 3. Clean and sanitize sinks
- 4. Wipe and disinfect scales
- 5. Damp wipe measuring board and measuring tape
- 6. Empty trash and replace liners
- 7. Clean and disinfect all chairs, stools, tables, exam tables and desks
- 8. Wet mop all floors with disinfectant

### Weekly

1. Clean and disinfect counter tops (clean around equipment and supplies)

- 2. Wipe outside surfaces of cupboards
- 3. Clean outside of trash cans and biohazard containers
- 4. Damp wipe all surfaces of Fax machines, copy machines and lab equipment
- 5. Damp wipe all window sills
- 6. Scrub floors
- 7. Wipe baseboards
- 8. Spot clean walls and doors

### **Monthly**

- 1. Clean and disinfect inside of trash containers
- 2. Clean inside of all windows
- 3. Clean both sides of doors

### Offices

### **Daily**

- 1. Empty trash and recycle bin containers
- 2. Damp wipe counter tops or dust desk tops
- 3. Wet wipe spills and dirt from counter tops
- 4. Brush crumbs from chairs
- 5. Vacuum walkway areas of carpet
- 6. Dust mop floors
- 7. Clean exterior entrance steps and rails.

### Weekly

- 1. Clean desks and counter tops with wood cleaner or damp cloth (clean around items)
- 2. Vacuum all carpet including corners and underneath furniture
- 3. Dust all furniture, window sills and other surfaces where dust and dirt collect
- 4. Wipe baseboards
- 5. Wet mop floors

### Semi-Annual

1. Strip, scrub and wax floors

### Break Room

### **Daily**

- 1. Wipe table and counter tops
- 2. Clean and sanitize sinks
- 3. Wet mop floor
- 4. Empty and replace trash liners
- 5. Mid-day porter cleaning Break room

### Weekly

- 1. Wipe all chairs
- 2. Clean outside of refrigerator, microwave, coffee pots
- 3. Wipe baseboards
- 4. Clean inside microwave
- 5. Dust window blinds
- 6. Clean inside of refrigerator

### **Cost of Services**

Costs below include labor, taxes, equipment, chemicals, and supervision. There shall be no travle costs nor travel reimbursement allowed for this Agreement.

Monthly	Annually
Evening Janitorial Service \$ 4,865.00 @ 5,400 sq. ft	\$ 58,380.00 @ 5,400 sq. ft.
Day porter Service Shift 10am to 6:30pm M-F \$ 5,220.00	\$ 62,640.00
Shift 10am to 4pm M-F \$ 4,160.00	\$ 49,920.00



### Monterey County Board of Supervisors

### **Board Order**

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

www.co.monterey.ca.us

A motion was made by Supervisor Chris Lopez, seconded by Supervisor John M. Phillips to:

### Agreement No.: A-14660; Amendment No.: 2

a. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute renewal & amendment No. 2 to the agreement with Pureserve Building Services, Inc. for professional cleaning services, extending the agreement an additional two (2) year period (May 1, 2022 through April 30, 2024) for a revised full agreement term of May 1, 2019 through April 30, 2024, and adding \$139,000 for a revised total agreement amount not to exceed \$333,116.

b. Authorize the Chief Executive Officer for NMC or his designee to execute up to three (3) future amendments to the agreement which do not significantly alter the scope of work and do not cause an increase of more than ten percent (10%) (\$6,415) of the original cost of the agreement.

PASSED AND ADOPTED on this  $7^{th}$  day of June 2022, by roll call vote:

AYES: Supervisors Alejo, Phillips, Lopez, Askew and Adams

NOES: None ABSENT: None

(Government Code 54953)

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting June 7, 2022.

Dated: June 13, 2022 File ID: A 22-249

Agenda Item No.: 24

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

Julian Lorenzana, Deputy

# RENEWAL AND AMENDMENT NO. 2 TO THE SERVICES AGREEMENT BETWEEN NATIVIDAD MEDICAL CENTER (COUNTY OF MONTEREY) AND PURESERVE BUILDING SERVICES, INC. FOR PROFESSIONAL BUILDING MAINTENANCE SERVICES

This Renewal and Amendment No. 2 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 Pureserve Building Services, 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 Pureserve Building Services, Inc. had previously entered into an Agreement for Services (hereinafter "Agreement") on May 1, 2019 to provide Professional Building Maintenance Services to NMC with a one (1) year term and a total Agreement amount not to exceed \$64,116; and

**WHEREAS**, the Parties amended the Agreement via Amendment No. 1 to extend the term for an additional two (2) year period through April 30, 2022 for a revised Agreement term of May 1, 2019 through April 30, 2022 with no changes to the scope of work or billing rates, and to add an additional \$130,000, thereby increasing the total Agreement amount to \$194,116; and

WHEREAS, the Agreement expired on April 30, 2022; and

**WHEREAS**, the Parties wish to renew and amend the Agreement via Renewal and Amendment No. 2 effective May 1, 2022, to include new CONTRACTOR obligations, to extend the term for an additional two (2) year period through April 30, 2024, and to increase the total amount of the Agreement to \$333,116.

#### **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 and in Amendment No. 1 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 May 1, 2019 through April 30, 2024 unless sooner terminated pursuant to the terms of this Agreement".
- 2. "PAYMENTS BY NMC" Section shall be amended to the following: "COUNTY" shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A, subject to the limitations set forth in this Agreement and in this Renewal and Amendment No. 2. The total amount payable by COUNTY to CONTRACTOR shall not exceed the sum of \$333,116."

- 3. The parties agree that the following CONTRACTOR obligations shall be added to the existing Scope of Service:
  - a. Pureserve Building Services shall meet monthly with NMC Environmental Services Director or Designee to round and inspect work.
  - b. Pureserve Building Services shall submit copies of cleaning inspection reports to NMC Environmental Services Director weekly.
  - c. Pureserve Building Services shall reconcile invoices with NMC / Environmental Services Director at the Director's request.
- 4. If there is any conflict or inconsistency between the provisions of Agreement, or this Renewal and Amendment No. 2, the provisions of this Renewal and Amendment No. 2 shall govern.
- 5. This Renewal and Amendment is effective retroactively on May 1, 2022.

IN WITNESS WHEREOF, the Parties hereby execute this Renewal and Amendment No. 2 as follows:

,	
COUNTY OF MONTEREY on behalf of NATIVIDAD MEDICAL CENTER	CONTRACTOR
By: Charles R. Harris, CEO  Date:	Pureserve Building Services, Inc.  CONTRACTOR's Business Name  **Signature instructions below**  Hector Warguez  By:  (Signature of Chair, President, or Vice-President)
APPROVED AS TO LEGAL PROVISIONS	Hector Marquez - CEO
	Name and Title
By: Monterey County Deputy County Counsel	Date:
Date: _5/6/2022	
	Veronica Santiago
APPROVED AS TO FISCAL PROVISIONS	By:(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)
By: Gary Giboney	Veronica Santiago-CFO
Monterey County Chief Deputy Auditor-Controller	Name and Title
5/6/2022 Date:	Date:May 5, 2022

### \*\*\*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)



### Monterey County Board of Supervisors

### **Board Order**

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

www.co.monterey.ca.us

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

### Agreement No.: A-14660

Authorize the Deputy Purchasing Agent for Natividad Medical Center (NMC) or his designee to execute amendment No. 1 to the agreement with Pureserve Building Services, Inc. for professional building maintenance services, extending the agreement an additional two (2) year period (May 1, 2020 through April 30, 2022) for a revised full agreement term of May 1, 2019 through April 30, 2022, and adding \$130,000 for a revised total agreement amount not to exceed \$194,116.

PASSED AND ADOPTED on this 21st day of April 2020, by roll call vote:

AYES:

Supervisors Alejo, Phillips, Lopez, Parker and Adams

NOES:

None

ABSENT: None

(Government Code 54953)

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting April 21, 2020.

Dated: April 22, 2020 File ID: A 20-057 Agenda Item No.: 17 Valerie Ralph, Clerk of the Board of Supervisors County of Monterey, State of California

Joel G. Pablo, Deputy

# AMENDMENT NO. 1 TO SERVICES AGREEMENT BETWEEN PURESERVE BUILDING SERVICES INC. AND NATIVIDAD MEDICAL CENTER FOR

### PROFESSIONAL BUILDING MAINTENANCE SERVICES

This Amendment No. 1 to the Services Agreement ("Agreement") which was effective on May 1, 2019 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (hereinafter "NMC"), and Pureserve Building Services, Inc. (hereinafter "CONTRACTOR"); (collectively, the County, NMC and CONTRACTOR are referred to as the "Parties"), with respect to the following:

#### RECITALS

**WHEREAS**, the Agreement was executed with Pureserve Building Services, Inc. for Professional Building Maintenance Services with a term May 1, 2019 through April 30, 2020 and a total Agreement amount not to exceed \$64,116; and

WHEREAS, NMC and CONTRACTOR currently wish to amend the Agreement via Amendment No. 1 to extend it for an additional two (2) year period through April 30, 2022 to allow for services to continue with no changes to the scope of work or billing rates, with a \$130,000 increase for a total Agreement amount of \$194,116.

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

- 1. Paragraph titled, "PAYMENTS BY NMC" shall be amended to the following:
  "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 \$194,116."
- The first sentence of the <u>Paragraph titled</u>, "TERM OF AGREEMENT" shall be amended to the following:
   "The term of this Agreement is from May 1, 2019 through April 30, 2022 unless sooner terminated pursuant to the terms of this Agreement."
- 3. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 1 and shall continue in full force and effect as set forth in the Agreement.
- 4. A copy of this Amendment No. 1 shall be attached to the Agreement.
- 5. This Amendment No. 1 shall be effective when signed by both Parties.

~ Signature page to follow ~

**IN WITNESS WHEREOF,** the Parties hereto are in agreement with this Amendment No. 1 on the basis set forth in this document and have executed this Amendment No. 1 on the day and year set forth herein.

NATIVIDAD MEDICAL CENTER	CONTRACTOR
By:  Gary R. Gray, DO, CEO  Date:	Pureserve Building Services, Inc.  CONTRACTOR's Business Name  ***See instructions below***  By:  (Signature of Chair, President, or Vice-President)
By: APPROVED AS TO LEGAL PROVISIONS  By: Approved As To Legal Provisions	A E ETON MAMQUEZ / CEO Name and Title
Monterey County Deputy County Counsel	Date: 2-3- 2020
Date: 227/20	
APPROVED AS TO FISCAL PROVISIONS	By: (Signature of: Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)
By: Monterey County Deputy Auditor/Controller	Veronica Santiago / COC
Date: 212812020	Date: 2-5-2020
	***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 purtnership; the name of the partnership shall be set forth above together with the

required).

required).

signature of a partner who has authority to execute this Agreement on behalf of the partnership (two signatures

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

### M Natividad MEDICAL CENTER

### County of Monterey Agreement for Services (Not to Exceed \$100,000)

This Agreement (hereinafter "Agreement") is made by and between the County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center, an acute care hospital (hereinafter, "NMC"), and <a href="Pureserve Building Services">Pureserve Building Services</a> hereinafter "CONTRACTOR (collectively, the County and CONTRACTOR are referred to as the "Parties.").

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

GENERAL DESCRIPTION OF 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: Professional building maintenance Services

**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 hy NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$64,116

TERM OF AGREEMENT; the term of this Agreement is from May 1, 2019 through April 30, 2020 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.

NMC reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

SCOPE OF SERVICES AND ADDITIONAL PROVISIONS/EXHIBITS; the following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A: Scope of Services/Payment Provisions

### 1. PERFORMANCE STANDARDS:

- 1.1. 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.
- 1.2. CONTRACTOR, its agents, employees, and suhcontractors 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.
- 1.3. 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.

#### 2. PAYMENT CONDITIONS:

- 2.1. Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided herein. NMC (Monterey County) does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 2.2. Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County (NMC) and the CONTRACTOR.
- 2.3. 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.
- 2.4. CONTRACTOR shall not receive reimbursement for travel expenses unless set forth in this Agreement.

#### 3. TERMINATION:

- 3.1. 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.
- 3.2. 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.

#### 4. <u>INDEMNIFICATION</u>:

4.1. CONTRACTOR shall indemnify, defend, and hold harmless NMC (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 agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The CONTRACTOR shall reimburse the County 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 the County under this Agreement.

#### 5. INSURANCE:

#### 5.1. 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.

This verification of coverage shall be sent to NMC's Contracts/Purchasing Department, unless otherwise directed. The CONTRACTOR shall <u>not</u> 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.

- 5.2. <u>Qualifying Insurers</u>: 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 than 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.
- 5.3. <u>Insurance Coverage Requirements:</u> 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:
- 5.4. 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.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

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5.5. <u>Business Automobile Liability Insurance</u>, 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.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

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

5.6.	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.
	(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)
	Exemption/Modification (Justification attached; subject to approval)
5.7.	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.
	(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)
	Exemption/Modification (Justification attached; subject to approval)

#### 6. Other Insurance Requirements:

- 6.1. 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.
- 6.2. 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.
- 6.3. 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.
- 6.4. 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.

6.5. 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.

#### 7. RECORDS AND CONFIDENTIALITY:

- 7.1. 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.
- 7.2. <u>NMC Records</u>. When this Agreement expires or terminates, CONTRACTOR shall return to NMC any NMC records which CONTRACTOR used or received from NMC to perform services under this Agreement.
- 7.3. 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.
- 7.4. 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 or \$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.
- 8. 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.
- 9. <u>Non-Discrimination</u>: 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.

- 10. 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.
- 11. 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 and 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.
- 12. <u>Notices</u>: Notices required under this Agreement shall be delivered personally or by first-class, postage perpaid mail to NMC and Contractor's contract administrators at the addresses listed below.

#### NATIVIDAD MEDICAL CENTER:

Natividad Medical Center Attn: Contracts Division Natividad Medical Center 1441Constitution Blvd Salinas, CA. 93906 FAX: 831-757-2592 **CONTRACTOR:** 

Name: URESERVE DUI UN SERVICES/NO

Attn: HEEROR MARQUEZ

Address: 567 Brunvew AVS. # 6

City, State, Zip: SAUNAS A 9390/

FAX: (831) 424-2095

Email: NECERO PURESERVECUEAU.COM

#### **MISCELLANEOUS PROVISIONS:**

- 13.1 <u>Conflict of Interest.</u> 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.
- 13.2 <u>Amendment</u>. This Agreement may be amended or modified only by an instrument in writing signed by NMC and the Contractor.
- 13.3 <u>Waiver</u>. 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.

Pureserve Building Services Agreement

- 13.4 <u>Contractor</u>. 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.
- 13.5 <u>Disputes.</u> CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 13.6 <u>Assignment and Subcontracting.</u> 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.
- 13.7 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.
- 13.8 <u>Compliance with Applicable Law</u>. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 13.9 <u>Headings</u>. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 13.10 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.
- 13.11 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 13.12 <u>Non-exclusive Agreement</u>. 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.
- 13.13 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.
- 13.14 <u>Counterparts</u>. 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.
- 13.15 <u>Integration</u>. 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.
- 13.16 <u>Interpretation of Conflicting Provisions</u>. 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.

NATIVIDAD MEDICAL CENTER	CONTRACTOR
By: Gary R. Oray, DO, CEO  Date:	Contractor's Business Name*** (see instructions)  Signature of Chair, President, or Vice-President
APPROVED AS TO LEGAL PROVISIONS	HEETOR MARQUEZ CEO Name and Title
By:	Date: <u>4-30-/9</u>
Date:	By:(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)
APPROVED AS TO FISCAL PROVISIONS	Name and Title  Date:
By:  Monterey County Deputy Auditor/Controller  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).

To Agreement by and between Natividad Medical Center, hereinafter referred To as "Natividad"

#### AND

#### Pureserve Building Services

#### I. CONTRACTOR Obligations:

#### A. Janitorial Staffing Information

For Pureserve to efficiently maintain the office complex requires a proper number of trained employees reporting to your building each evening. You, as a customer, have a right to know how many people will be supplying to your account. The building will be staffed as follows:

- > Two (2) part time housekeeper Five days per week, performing general janitorial duties.
- > Two (2) part time floor technician Five days per week, will be maintaining the floor clean and performing burnishing and floor refinishing as needed.
- ➤ One (1) part time supervisor Five days per week, responsible for some light jamitorial work plus the responsibility of assigning project work, inspections, staffing and securing the building(s).

#### B. Service Areas Schedules and Duties

- Monday thru Friday (common areas-public areas)
- ➤ Monday thru Friday Suite #201-202
- Monday thru Friday Day Porter Service (sanitation only-late morning)

#### General Cleaning

- Empty waste paper baskets and clean out when necessary
- Lobby: clean all coffee tables, end tables, and chairs and sofas
- Clean and polish water fountains and fixtures.
- Sweep outside landings at designated entrances and exits.
- Remove all graffiti from any interior walls.
- Clean all doors, door frames, doorknobs, push plates, and kick plates, threshold.
- Sweep and mop all hard surface flooring and resilient floors with treated mop.
- Vacuum all carpeted areas, including all entry mats.
- Damp mop all spills on hard floor surfaces.
- Dust the top of the desks where cleared.

- Dust the top of all filling cabinets.
- Dust all accessible horizontal surfaces, table tops, and countertops.
- Elevators: Clean thresholds, panels, floors, stainless steel, all woodwork, tracks.
- Spot clean all lobby windows below 9 feet

#### Sanitation

- · Empty waste containers.
- Sweep and wet mop floors.
- Restock all dispensers with the proper product (hand soap, toilet paper, paper towels)
- Clean and disinfect all restroom fixtures (sinks, urinals, toilets, and
- dispensers)
- Unstop urinals, toilets, and sinks using a plunger (report needed repairs to Facilities)
- · Clean restroom mirrors and glass.
- Replenish air freshener in all restrooms.
- Wipe down all walls and partitions with damp cloth.
- Clean all bathroom doors around door knobs and push plates.
- Clean all stainless steel with polish.

### Weekly, Quarterly, Semi Annual and Annual Cleaning Services (*Upon Emergency's-Generated work orders shall be at no cost*)

#### Weekly

- Remove fingerprints from doors, walls, wipe ledges and light switches.
- Clean and disinfect common area and break room trash and recycling receptacles inside and out.
- Wipe clean and disinfect all handrails, including stairwell hand rails.
- Entirely damp mop all hard surface floors and resilient floors.
- Spot clean carpets areas as needed
- Dust all window and door sills.
- Dust the top of all ledges, baseboards and partitions.
- Remove all cobwebs from ceilings, corners, and crevices.
- Clean entry door and lobby glass doors inside and out with a squeegee.

#### Quarterly

- Bonnet clean common area carpet.
- Clean all baseboards, or as needed (spot cleaning as needed).

#### Semi Annual

• Strip and refinish all hard floor surfaces and resilient floors.

#### Annual

- Machine scrub and seal restroom floors and porcelain tile floors.
- Steam clean all carpeted common areas.
- Clean the Interior and Exterior of all windows.

#### \*Included Supply List\*

 Single fold towels, Roll towels, Toilet paper, Seat covers, Small liners, Medium liners, Large liners, Recycling liners, Sani-saks, Pink hand soap, Timed mist air fresheners, "D" size batteries for dispensers, Urinal blocks with screens.

#### C. Security

- All Keys to Natividad Campus shall be controlled through Pureserve Management.
- All Keys shall be marked, assigned and periodically checked for proper assignment by Pureserve Management.
- Pureserve shall observe and comply with all protective systems, procedures or restrictive regulations Natividad may wish to impose.
- Pureserve shall procure all necessary permits and licenses and abide by all applicable laws, regulations and ordinances of the United States and of the State of California. The Agency (Pureserve Building Services) will be in compliance with Title 22, OSHA, Federal and State Labor Laws and the Joint Commissions on Accreditation of Health Care.
- Pureserve Building Services shall provide necessary equipment for Preserve's use performing the Services.
- Pureserve shall be authorized to do business in California and shall properly license by the applicable governmental authorities to perform the services.
- Pureserve shall ensure that all vehicles, vessels and personnel provided by Pureserve shall have the permits, licensed, certificates and approvals required to comply with applicable law.
- Pureserve warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.

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#### II. NMC Obligations:

- Natividad shall supply, if required, any special equipment and personnel necessary for the performance of the services.
- Natividad shall pay an amount not to exceed \$64,116 for the performance of work set forth in the Scope of Services.
- Natividad agrees that if it fails to make any payment when due, Pureserve has the right, without any limitation of its other rights under law or equity, to suspend or terminate the Services or any portion thereof, and Pureserve will not be liable for any resulting loss, damage or expense connected with such suspension or termination.
- Natividad may, in its sole discretion, terminate the contract or withhold payments claimed by Pureserve for services rendered if Pureserve fails to satisfactorily comply with any term conditions of this Agreement.
- Shall have means necessary to enter into buildings.
- No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

#### III. Pricing/Fees:

The following is your cost of service. This cost includes labor, taxes, chemicals, equipment, supplies, restroom supplies, and supervision.

	MONTHLY BILLING	ANNUAL COST
•	Day Porter Service \$ 1,233.00	\$14,796.00
•	Suite 201-202 1,635.00	\$19,620.00
•	Common Areas \$1,750.00	\$21,000.00
•	Samtary Products & Liners \$725.00	\$8,700.00
	Total Monthly Cost	\$5,343.00

#### D. Additional Terms and Conditions

- After each cleaning operation in accordance with the specified frequency, all glass shall be clean and free of dirt, grime streaks, fingerprints and excessive moisture, and shall not be cloudy. Windows (within nine (9) feet of reach) sashes, sills and woodwork around interior glass and other surrounding area shall be thoroughly wiped free of any drippings and watermarks
- Pureserve and Pureserves employees shall perform all services in accordance with OSHA Standards and with American National Standard Institute Standard.
   Pureserve shall ensure that only qualified employees are designated to provide services at Natividad per this Agreement. Pureserve's employees shall have had the proper training, experience, and instruction and shall have demonstrated the ability to Pureserve that they are capable to perform safely all assigned duties.
   Window and Building Cleaning Services shall be performed in accordance with all federal, State and Local laws and regulations, with special attention to any applicable safety requirements.

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Legistar File ID No. A 23-538 Agenda Item No. 30



## **Monterey County Board of Supervisors**

#### **Board Order**

168 West Alisal Street, 1st Floor Salinas, CA 93901 831,755,5066

www.co.monterey.ca.us

A motion was made by Supervisor Mary L. Adams, seconded by Supervisor Wendy Root Askew to:

#### Agreement No.: A-14660; Amendment No.: 4

Authorize the Chief Executive Officer for Natividad Medical Center or his designee to execute amendment No. 4 to the agreement (A-14660) with Pureserve Building Services, Inc. for professional building maintenance services, extending the agreement an additional one (1) year period (May 1, 2024 through April 30, 2025) for a revised full agreement term of May 1, 2014 through April 30, 2025 and adding \$133,684 for a revised total agreement amount not to exceed \$526,800.

PASSED AND ADOPTED on this 5<sup>th</sup> day of December 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 December 5, 2023.

Dated: December 13, 2023

File ID: A 23-538 Agenda Item No.: 30 Valerie Ralph, Clerk of the Board of Supervisors County of Monterey, State of California

Vicente Ramirez, Deputy

Natividad medical Contr. 400 constitution

Agreement A-14660

## AMENDMENT NO. 4 TO SERVICES AGREEMENT BETWEEN PURESERVE BUILDING SERVICES, INC. AND THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER FOR

#### PROFESSIONAL BUILDING MAINTENANCE SERVICES

This Amendment No. 4 to the Services Agreement ("Agreement") which was effective on May 1, 2019 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Pureserve Building Services, Inc. ("CONTRACTOR"); From this point forward, the party referenced previously as "NMC" shall be referenced as "COUNTY" and collectively, COUNTY and CONTRACTOR are referred to as the "Parties" to this Agreement, with respect to the following:

#### **RECITALS**

**WHEREAS**, the Agreement was executed for Professional Building Maintenance Services with a term May 1, 2019 through April 30, 2020 and a total Agreement amount not to exceed \$64,116; and

WHEREAS, COUNTY and CONTRACTOR amended the Agreement on April 21, 2020 via Amendment No. 1 to extend the term for an additional two (2) year period through April 30, 2022 to allow for services to continue with no changes to the scope of work or billing rates, with a \$130,000 increase for a total Agreement amount to \$194,116; and

WHEREAS, COUNTY and CONTRACTOR amended the Agreement on May 1, 2022 via Renewal and Amendment No. 2 to include new CONTRACTOR obligations, to extend the term for an additional two (2) year period through April 30, 2024, and to increase the total amount of the Agreement to \$333,116; and

WHEREAS, COUNTY and CONTRACTOR amended the Agreement on November 16, 2022 via Amendment No. 3 to allow for services to continue with an additional scope of work attached hereto as "Exhibit B per Amendment No. 3", with a \$60,000 increase for the added services for a total Agreement amount of \$393,116, with no change to the agreement term of May 1, 2019 through April 30, 2024; and

WHEREAS, COUNTY and CONTRACTOR currently wish to amend the Agreement to extend it for an additional one (1) year period (May 1, 2024 through April 30, 2025) for a revised full agreement term of May 1, 2019 through April 30, 2025 with a \$133,684 increase for a total Agreement amount of \$526,800.

#### **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, Renewal and Amendment No. 2, and Amendment No. 3 incorporated herein by this reference, except as specifically set forth below.

1. Section 2 / Paragraph titled, "PAYMENTS BY COUNTY" shall be amended to the following: "The total amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed the sum of \$526,800."

- 2. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 4 and shall continue in full force and effect as set forth in the Amendment No. 1, Renewal and Amendment No. 2 and Amendment No. 3.
- 3. A copy of this Amendment No. 4 shall be attached to the Agreement.
- 4. This Amendment No. 4 shall be effective when both parties have signed.

The remainder of this page was intentionally left blank.

~ Signature page to follow ~

**IN WITNESS WHEREOF**, the Parties hereto are in agreement with this Amendment No. 4 on the basis set forth in this document and have executed this Amendment No. 4 on the day and year set forth herein.

COUNTY OF MONTEREY on behalf of  NATIVIDAD MEDICAL CENTER  Docusigned by:	<u>CONTRACTOR</u>
By: Charles R. Harris, CEO  12/14/2023   11:39 AM PST	Pureserve Building Services, Inc.  CONTRACTOR's Business Name  ***See instructions below***
Date:	By: (Signature of: Chair, President, or Vice-President)
APPROVED AS TO LEGAL PROVISIONS  Docusigned by:  Stay Satta  COECE 1899F444A9	HEETOR MARQUEZ - CEC Name and Title
By: COECE1B99F444A9  Monterey County Deputy County Counsel	Date: 9-29-23
11/7/2023   2:57 PM PST Date:	By:(Signature of: Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)
By:  Monterey County Deputy Auditor/Controller	Name and Title
11/9/2023   3:57 PM PST Date:	Date:
	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).

Legistar File ID No. A 23-408 Agenda Item No. 24



## **Monterey County Board of Supervisors**

#### **Board Order**

168 West Alisal Street, 1st Floor Salinas, CA 93901 831,755,5066

www.co.monterey.ca.us

A motion was made by Supervisor 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 29<sup>th</sup> 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

Agreement A-13599

# 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 Quanum 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, 205) 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	CONTRACTOR
By:	QUEST DIAGNOSTICS
Charles R. Harris MD, CEO  9/1/2023   11:59 AM PDT  Date:	By:  (Signature of Chair, President, or Vice-President)
APPROVED AS TO LEGAL PROVISIONS  DocuSigned by:	Jean-Marc Halbout VP/GM West Region
By: Stay Satta  COECE 1899F444A9  Monterey County Deputy County Counsel  7/7/2023   3:15 PM PDT	Name and Title  7/3/2023   2:50 PM PDT  Date:
Date:	By:(Signature of Secretary, Asst. Secretary,
APPROVED AS TO FISCAL PROVISIONS  DocuSigned by:  Patricia, Paris	(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)  Sean Mersten
By: Patricia Ruiy By: Monterey County Chief Deputy Auditor-Controller  7/10/2023   8:56 AM PDT	Name and Title
Date:	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)