

**AMENDMENT NO. 2  
TO SERVICES AGREEMENT  
BETWEEN SALINAS VALLEY MEMORIAL HEALTHCARE SYSTEM (SVMHS) AND  
NATIVIDAD MEDICAL CENTER  
FOR  
LABORATORY TESTING SERVICES**

This Amendment No. 2 to the Services Agreement (“Agreement”) which was effective on July 1, 2015 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (hereinafter “NMC”), and Salinas Valley Memorial Healthcare System (SVMHS) (hereinafter “SVMHS”); (collectively, the County, NMC and CONTRACTOR are referred to as the “Parties”), with respect to the following:

**RECITALS**

**WHEREAS**, the Agreement was executed for Laboratory Testing Services with a term of July 1, 2015 through October 31, 2018 and a total Agreement amount not to exceed \$432,000; and

**WHEREAS**, NMC and SVMHS amended the Agreement on September 14, 2018 via Amendment No. 1 to extend the term for an additional thirty six (36) month period through October 31, 2021 to allow for services to continue with a \$500,000 increase for a total Agreement amount of \$932,000; and

**WHEREAS**, NMC and SVMHS currently wish to amend the Agreement to add an additional \$185,000 for a total Agreement amount of \$1,117,000 with no changes to the term or scope of work.

**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 Amendment No. 2, 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:  
*“NMC shall pay the SVMHS in accordance with the payment provisions set forth in EXHIBIT A as per Original Agreement. The total amount payable by NMC to SVMHS under this Agreement shall not exceed the sum of \$1,117,000.”*

2. 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, Amendment No. 1, and Amendment No. 2.
3. A copy of this Amendment No. 2 shall be attached to the Agreement.
4. 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 ~*

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.

NATIVIDAD MEDICAL CENTER

By: \_\_\_\_\_  
Gary R. Gray, DO, CEO

Date: \_\_\_\_\_

APPROVED AS TO LEGAL PROVISIONS

By: *Stacy L. Salter*  
Monterey County Deputy County Counsel

Date: 9/23/2020

APPROVED AS TO FISCAL PROVISIONS

By: *gary k giboney*  
Monterey County Deputy Auditor/Controller

Date: 9-24-2020

CONTRACTOR

Salinas Valley Memorial Healthcare System

CONTRACTOR's Business Name

\*\*\*See instructions below\*\*\*

By: *[Signature]*  
(Signature of: Chair, President, or Vice-President)

Pete Delgado, President/CEO

Name and Title

Date: 8/31/20

By: *Augustine Lopez*  
(Signature of: Secretary, Asst. Secretary, CFO,  
Treasurer, or Asst. Treasurer)

Augustine Lopez, CFO

Name and Title

Date: Aug 31, 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 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).