

**AMENDMENT NO. 3
TO SERVICES AGREEMENT
BETWEEN MISSION LINEN SUPPLY AND
NATIVIDAD MEDICAL CENTER
FOR
LINEN PROCESSING SERVICES
(SCRUB RENTAL SERVICES REMOVED PER THIS AMENDMENT)**

This Amendment No. 3 to the Services Agreement (“Agreement”) which was effective on July 1, 2016 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (hereinafter “NMC”), and Mission Linen Supply (hereinafter “CONTRACTOR”); (collectively, the County, NMC and CONTRACTOR are referred to as the “Parties”), with respect to the following:

RECITALS

WHEREAS, the County of Monterey on behalf of Natividad Medical Center and Mission Linen Supply entered into an Agreement for linen processing services and scrub rental services pursuant to Request for Proposals (RFP) # 9600-65 with a term July 1, 2016 through June 30, 2017 with the option to extend for four (4) additional one year periods, and a total Agreement amount not to exceed \$400,000; and

WHEREAS, the Parties amended the Agreement on May 11, 2017 via Amendment No. 1 to extend the term for an additional one year period through June 30, 2018 for a revised full Agreement term of July 1, 2016 through June 30, 2018 to allow for services to continue with the option to extend the Agreement for three (3) additional one year periods, and to increase the total Agreement amount by \$680,000 (projecting a \$540,000 annual cost), thereby increasing the total Agreement amount to \$1,080,000; and

WHEREAS, the Parties amended the Agreement on June 8, 2018 to extend the term for an additional one (1) year period through June 30, 2019 for a revised full Agreement term of July 1, 2016 through June 30, 2019 to allow for services to continue, and to add an additional \$410,000 for a revised total Agreement amount not to exceed \$1,490,000, with no changes to the original Scope of Services.

WHEREAS, NMC and CONTRACTOR currently wish to amend the Agreement to replace scrub rental services with scrub laundering services (NMC has opted to purchase scrubs); thereby revising the Agreement’s Scope of Work, Exhibit A Pricing, and Exhibit B Inventory as attached hereto to this Amendment No. 3, with no increase to the total Agreement amount of \$1,490,000 and with no change to the Agreement term July 1, 2016 through June 30, 2019.

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

1. Section 3A: Scope of Work –Linen Processing Services shall be replaced with **Section 3A: Scope of Work-Linen Processing Services Revised per Amendment No. 3** as attached hereto to include the addition of scrub laundering services.
2. Section 3B: Scope of Work-Scrub Rental Services shall be omitted in its entirety.
3. EXHIBIT A – Pricing Sheet attached to the original Agreement shall be replaced with **EXHIBIT A – Pricing Sheet Revised per Amendment No. 3** as attached hereto.

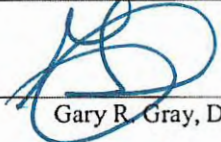
4. EXHIBIT B – Inventory List attached to the original Agreement shall be replaced with EXHIBIT B – Inventory List Revised per Amendment No. 3 as attached hereto.
5. Except as provided herein, all remaining terms, conditions and provisions of the original Agreement are unchanged and unaffected by this Amendment No. 3 and shall continue in full force and effect as set forth in the Agreement and in Amendment No. 1 and, Amendment No. 2.
6. A copy of this Amendment No. 3 shall be attached to the Original Agreement.
7. This Amendment No. 3 shall be effective when signed by both parties.

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~ Signature page to follow ~

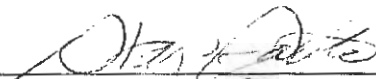
IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No. 3 on the basis set forth in this document and have executed this Amendment No. 3 on the day and year set forth herein.

NATIVIDAD MEDICAL CENTER

By: 
Gary R. Gray, DO, CEO

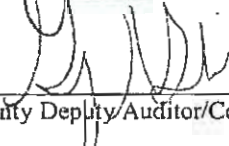
Date: 2/13/15

APPROVED AS TO LEGAL PROVISIONS

By: 
Monterey County Deputy County Counsel

Date: 1/15/19

APPROVED AS TO FISCAL PROVISIONS

By: 
Monterey County Deputy Auditor/Controller

Date: 1/15/19

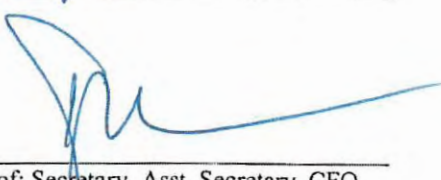
CONTRACTOR

Mission Linen Supply
CONTRACTOR's Business Name
See instructions below

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

Mark Rogers Director Operations
Name and Title

Date: 2/6/19

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

Kevin Parisault Director Corporate Sale
Name and Title

Date: 2-6-19

*****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).

3A.0 SCOPE OF WORK - LINEN PROCESSING SERVICES REVISED PER AMENDMENT NO. 3

- 3A.1 Contractor Minimum Work Performance Percentage: CONTRACTOR shall perform with his own organization contract work amounting to no less than fifty percent (50%) of the original total contract price for Linen Processing Services, except that any designated “Specialty Items” may be performed by subcontract and the amount of any such “Specialty Items” so performed may be deducted from the original total contract price before computing the amount of work required to be performed by the CONTRACTOR with his own organization.
- 3A.2 The Scope of Work can be described generally as providing commercial laundry processing services, the majority of which are for Customer Owned Goods (COG) plus non-owned items. The inventory list of NMC items needing to be serviced are listed in **EXHIBIT B – Inventory List** attached hereto this RFP. Linen Processing Services shall include but are not limited to the following:
- 3A.3 Pick Up and Deliveries:
- 3A.3.1 CONTRACTOR(s) shall immediately inform NMC of any shortages for a delivery and provide a contingency plan to fulfill delivery commitments.
- 3A.3.2 CONTRACTOR(s) shall deliver all clean linen and pick up all soiled linen on a consistent daily basis, excluding certain holidays to NMC. CONTRACTOR(s) shall provide a one hundred percent (100%) fill rate for each scheduled delivery.
- 3A.3.3 CONTRACTOR(s) shall be prepared to pick up and deliver on holidays if the situation warrants. If pick up and deliveries will not be made on holidays, CONTRACTOR(s) shall **submit** an explanation of how those days will be covered to assure NMC has an ample supply of all linen items at all times. CONTRACTOR(s) shall not be closed for more than a twenty-four (24) hour period for the holidays.
- 3A.3.4 CONTRACTOR(s) shall return all property (such as medical equipment, phones, personal belongings, etc.) belonging to patient or NMC that are discovered during laundering process with the next delivery in a sealed clear bag.
- 3A.3.5 **NMC Food Services Only (no COG)** - CONTRACTOR(s) shall be prepared to pick up all soiled items and deliver clean items rented by NMC Food Services listed in **EXHIBIT B – Inventory List** attached hereto this RFP at least two (2) times a week.
- 3A.3.6 **NMC Food Services Only (no COG)** – ALL towels provided to the NMC Food Services shall be lint-free.

3A.4 Pick Up and Delivery Documentation:

- 3A.4.1 CONTRACTOR(s) shall submit a daily audit report to NMC for every pick up that documents the total weight of the soiled COG linens by cart, including the weight of each cart.
- 3A.4.2 CONTRACTOR(s) shall submit a daily audit report to NMC for every delivery documenting the contents of each cart, including quantities of all clean COGs listed and the total weight of all clean items delivered, excluding the weight of each cart.
- 3A.4.3 **NMC Food Services Only (no COG)** - CONTRACTOR(s) shall provide a copy of the daily report for every delivery documenting the contents of each cart, including the type and quantities of all items rented by NMC Food Services and the signature of the NMC Dietary employee confirming receipt of the delivery.

3A.5 Business Continuity Plan:

- 3A.5.1 CONTRACTOR(s) shall have an established back-up facility for servicing NMC in the event the CONTRACTOR'S facility is inoperable or shut down.
- 3A.5.2 CONTRACTOR(s) shall assist NMC in the development of an efficient distribution and control system within the facility as requested by NMC.
- 3A.5.3 CONTRACTOR(s) shall provide flexibility so that, as NMC's needs change in the form of linen usage and type of linen, adjustments can be made including but not limited to quantity adjustments.

3A.6 Bulk Linen Carts:

- 3A.6.1 CONTRACTOR(s) shall ensure delivery carts have solid bottoms and cart covers. CONTRACTOR(s) shall ensure carts are clean, sanitized, and mechanically functional (wheels functional with two wheels lockable or rigid/fixed) with non-marking wheels.
- 3A.6.2 CONTRACTOR(s) shall ensure clean delivery carts are accurately numbered and labeled displaying the description of the cart contents to include the types of linen, the quantities of linen, the weight of clean linens, and the cart weight.
- 3A.6.3 CONTRACTOR(s) shall ensure clean linens are bagged or wrapped in a non-porous material for infection control purposes prior to loading into clean, appropriate marked linen carts.
- 3A.6.4 CONTRACTOR(s) shall perform preventive maintenance on all its carts at least once per quarter.

3A.7 Linen Related Services:

- 3A.7.1 CONTRACTOR(s) shall provide mending services such as button or snap replacement and repairing hems, tears, or seams on all COG items.
- 3A.7.2 CONTRACTOR(s) shall provide NMC with anti-slip floor mats consisting of Nitrile rubber backing for safety precautions.
- 3A.7.3 CONTRACTOR(s) shall only print NMC's approved graphic design (NMC name and logo) on specific sized floor mats requested by NMC.

3A.8 Invoices:

- 3A.8.1 CONTRACTOR(s) shall invoice NMC once per month on two separate invoices; the NMC Food Services items need to be invoiced separately from all other linen processing as NMC Food Services items are paid using a different NMC budget.
- 3A.8.2 CONTRACTOR(s) shall invoice for COG linen services based on clean dry pounds of linen weighed at the time of delivery to NMC for that billed month. All other linen-related services provided in that month, except for NMC Food Services items, should be invoiced with the COG linen items using as much detail as possible. For example, CONTRACTOR(s) shall invoice NMC monthly for floor mat rentals based on the total number of floor mats that were used by NMC that month.
- 3A.8.3 ***NMC Food Services Only (no COG)*** - CONTRACTOR(s) shall invoice separately all items rented by NMC Food Services once per month. CONTRACTOR(s) shall ensure each invoice clearly states "NMC Food Services". CONTRACTOR(s) shall ensure each invoice is itemized to clearly indicate all items processed and at what quantity for that month.

3A.9 Reports:

- 3A.9.1 CONTRACTOR(s) shall weigh all soiled linen returned and provide a report showing a comparison of clean to soiled linen weights on a weekly **and** monthly basis to NMC. Scales used to weigh all soiled linen by CONTRACTOR(s) shall be certified and calibrated semi-annually.
- 3A.9.2 CONTRACTOR(s) shall provide to NMC a monthly Titration Report verifying in accordance with Title 22 containing information which includes but is not limited to the length of wash and rinse cycles, temperature levels, and the types of chemicals used.

3A.10 Compliance:

- 3A.10.1 CONTRACTOR(s) shall provide all services in accordance with Title 22 and TJC regulations. CONTRACTOR(s) shall provide documentation to NMC upon request confirming requirements are being met.
- 3A.10.2 NMC shall perform annual compliance inspections on the Contractor's laundering facility/facilities inspections for quality assurance as per Title 22 and TJC requirements. CONTRACTOR(s) shall ensure that its quality standards meet or exceeds ninety-five percent (95%) for all goods and services provided.

3A.11 Policy and Procedures:

- 5A.11.1 CONTRACTOR(s) shall provide its Policy & Procedures Manual on the **safe handling** of linens to NMC at the start of the AGREEMNT term and annually thereafter to ensure NMC is provided with the most current versions at any given time.

3A.12 Account Manager:

- 3A.12.1 CONTRACTOR(s) shall provide a dedicated account manager with the availability to participate in onsite visits as required by NMC and at no additional cost to NMC.

3B.0 SCOPE OF WORK - SCRUB PROCESSING SERVICES

This section omitted in its entirety.

Mission Linen Supply

EXHIBIT A – Pricing Sheet

(RFP # 9600-65)

CONTRACTORS interested in submitting proposals have the option of submitting a proposal for either Linen Processing Services or Scrub Rental Services or both combined services. Please provide your proposed pricing for the items below. Also note that there are 2 sections below; a section for Linen Processing and a section for Scrub Rentals. You only need to complete pricing for the service type that you are bidding on.

Linen Processing Services

Pricing should be the all-inclusive cost which includes any additional services required for completion and fulfillment of an item.

Linen Processing Services Description	Price
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Customer Owned Goods (COG)

Processed Clean Linen	.40 /Pound
Traditional Cubicle Curtain	5.75 /Piece
Lab Coat	1.15 /Piece
Mending Services	3.25 /Piece

Rental Items

3" X 10" Medium Duty Floor Mat	3.25 WK - 6.50 EA
4" X 6" Medium Duty Floor Mat	2.75 WK - 5.50 EA
3" X 5" Heavy Duty Floor Mat	2.75 WK - 5.50 EA
4" X 6" Heavy Duty Floor Mat (w/NMC Logo)	2.75 WK - 5.50 EA
18" x 36" Lint Free Dish Towel (White)	.164 /Piece
Standard Wet Mop Head (Large)	2.40 /Piece
Black Bib Apron (One Size Fits All)	.42 /Piece
Soiled PVC Laundry Bag (Large)	.175 /Piece

Additional Fees (if any): Please list a brief description along with the cost below.

3/4 MED. DUTY FLOOR MAT	2.30 WK - 4.60 EA
LINEN MAINTENANCE	8% INVOICE
BIOHAZARD LAUNDRY BAG	1.25 EA

FLAT RATE ON FLOORCARE = 100%

FLAT RATE ON TOWELS + APRONS = 50%

RFP # 9600-65 Linen Processing Services
And/or Scrub Rental Services
Natividad Medical Center

Exhibit A- Pricing Sheet

Addition per Amendment No. 3

Linen Processing Services:

Laundered Scrubs			Pricing
Scrubs Tops			0.42/Piece
Scrub Bottoms			0.42/Piece
Scrub Jackets			0.42/Piece

OMMITTED IN ENTIRETY PER AMENDMENT NO. 3

Mission Linen Supply

Scrub Rental Services

Please provide pricing based on the estimated **MONTHLY VOLUME** listed in the table below. Pricing should also include stamping or labeling of items (Kaumagraph) with the Natividad Medical Center name and logo and the department unit with the font size of 1½ inches.

*Note: Scrubs provided to NMC should consist of 65% Polyester and 35% Cotton blend.

Scrub Rental Description	Price
Scrub Top (Monthly Volume - 32,000)	.55 /Piece
Scrub Bottom (Monthly Volume - 32,000)	.55 /Piece
Scrub Warm Up Jacket (Monthly Volume - 3,100)	.65 /Piece
Additional Fees (if any): Please list a brief description along with the cost below.	
PREPARATION CHARGE ON NEW INSPECTIOUS	1.25
FLAT RATE ON INVENTORY	50%

EXHIBIT B –Inventory List

(RFP # 9600-65)

Linen Processing Services Customer Owned Goods (COG) & Non Owned Items (Rentals)	
↳ Customer Owned Goods (COG)	
PILLOWCASES	FLAT SHEETS
DRAW SHEETS	KNITTED SHEETS
SPREADS	BATH BLANKETS
BATH TOWELS	WASH CLOTHS
HAND TOWELS	INCONTINENT PADS
GURNEY SHEETS	BLUE PATIENT GOWNS
GREEN IV GOWNS	3 X GOWNS
10 X GOWNS	3 HOLE GOWNS
PJ BOTTOMS	BLANKETS
BABY BLANKETS	BABY SHIRTS
PEDS GOWNS	PEDS PANTS
MOMMY GOWNS	MAMMOGRAPHY (MAMO) TOP CAPES
PATIENT GOWNS	MENTAL HEALTH UNIT (MHU) PJ PANTS & GOWNS
BIBS	LAB COATS
CUBICLE CURTAINS	Scrubs (Tops, Bottoms, Jackets)
↳ Non Owned Items (Rental)	
3" x 5" HEAVY DUTY FLOOR MAT	4" x 6" HEAVY DUTY FLOOR MAT (w/NMC Logo)
↳ NMC Food Services Non Owned Items (Rental)	
18" x 36" LINT FREE WHITE DISH TOWEL (HERRINGBONE)	BLACK BIB APRON (ONE SIZE FITS ALL)
STANDARD WET MOP HEAD (LARGE)	SOILED PVC LAUNDRY BAG (LARGE)
3" X 10" MEDIUM DUTY FLOOR MAT	4" X 6" MEDIUM DUTY FLOOR MAT

SCRUB RENTAL SERVICES OMITTED IN ENTIRETY PER AMENDMENT NO. 3

Scrub Rental Services	
SCRUB TOPS	SCRUB BOTTOMS
SCRUB WARM UP JACKETS	

**This inventory list is for reference purposes only and is subject to change as NMC's needs change such as type of linen and linen usage.*