

**AMENDMENT NO. 3
TO SERVICES AGREEMENT
BETWEEN CERTIFIED MEDICAL TESTING AND
NATIVIDAD MEDICAL CENTER
FOR
PIPED MEDICAL GAS & PIPING SYSTEM TESTING, MAINTENANCE AND REPAIR
SERVICES**

This Amendment No. 3 to the Services Agreement (“Agreement”) which was effective on July 1, 2020 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (hereinafter “NMC”), and Certified Medical Testing (hereinafter “CONTRACTOR”); **From this point forward, the party referenced previously as “NMC” shall be referenced as “COUNTY” and collectively, COUNTY and CONTRACTOR are referred to as the “Parties” to this Agreement, with respect to the following:**

RECITALS

WHE WHEREAS, the Agreement was executed for repair, maintenance, and testing of piped medical gas and vacuum systems with a term of July 1, 2020 through June 30, 2024 and a total Agreement amount not to exceed \$181,400; and

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

WHEREAS, COUNTY and CONTRACTOR amended the Agreement on July 26, 2022 to replace the original scope of services with an updated scope as attached hereto as Exhibit A-2 per Amendment No. 2, and to add \$26,500 for a revised total Agreement amount of \$223,015, with no change to the Agreement term; and

WHEREAS, COUNTY and CONTRACTOR currently wish to amend the Agreement to add an additional \$18,000 for a revised Agreement amount of \$241,015 with no change to the original scope of work or the Agreement term of July 1, 2020 through June 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 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 \$241,015.”
2. 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 and in Amendment No. 1, and Amendment No. 2.
3. A copy of this Amendment No. 3 shall be attached to the Agreement.

4. This Amendment No. 3 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. 3 on the basis set forth in this document and have executed this Amendment No. 3 on the day and year set forth herein.

COUNTY OF MONTEREY on behalf of NATIVIDAD MEDICAL CENTER

By: _____
Charles R. Harris, CEO

Date: _____

APPROVED AS TO LEGAL PROVISIONS

DocuSigned by:
By: Stacy Saetta
Monterey County Deputy County Counsel

3/31/2023 | 11:34 AM PDT

Date: _____

APPROVED AS TO FISCAL PROVISIONS

DocuSigned by:
By: Jennifer Forsyth
Monterey County Deputy Auditor/Controller

5/3/2023 | 4:33 PM PDT

Date: _____

CONTRACTOR

Certified Medical Testing

CONTRACTOR's Business Name

See instructions below

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

Jennifer Haro, Office Manager.
Name and Title

Date: 3/30/2023

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

Name and Title

Date: _____

*****Instructions*****

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

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

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