

**AMENDMENT NO. 1
TO THE AGREEMENT BY AND
BETWEEN COUNTY OF MONTEREY
AND
COUNTY OF SANTA CLARA**

THIS AMENDMENT NO. 1 to the Agreement ("Agreement A-14649") is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter referred to as "County of Monterey" or "COUNTY"), and the County of Santa Clara, a political subdivision of the State of California (hereinafter referred to as CONTRACTOR") with respect to the following.

WHEREAS, on March 31, 2020, COUNTY and CONTRACTOR entered into Agreement A-14649 in the amount of \$30,000.00 for the term July 1, 2019, through June 30, 2025, to provide confirmatory testing for specimens being tested for HIV, syphilis, blood lead levels, and other diseases or conditions; and

WHEREAS, COUNTY and CONTRACTOR wish to extend the term of Agreement A-14649 to June 30, 2028, and add \$30,000.00 to continue providing confirmatory testing of specimens and increase the maximum contract liability to \$60,000.00; and update Exhibit A to reflect the updated fee schedule for FY2026, and FY2027; should there be an increase to the fee schedule, CONTRACTOR shall notify the COUNTY 60 days prior to the effective date.

NOW THEREFORE, COUNTY and CONTRACTOR hereby agree as follows:

1. Paragraph 1.0, "General Description", Exhibit A is deleted in its entirety and replaced by Exhibit A-1.
2. Paragraph 2.0, "Payment Provisions", shall be amended by removing "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. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: \$30,000.00" And replacing it with "County shall pay CONTRACTOR in accordance with the payment provisions set forth in Exhibit A-1, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of:\$60,000.00."
3. Paragraph 3.0, "Term of Agreement," shall be amended by removing "The term of this Agreement is from July 1, 2019, to June 30, 2025, unless sooner terminated pursuant to the terms of this Agreement." And replacing it with "The term of this Agreement is from July 1, 2019, to June 30, 2028, unless sooner terminated pursuant to the terms of this Agreement."

4. In Paragraph 4.0, "Scope of Services and Additional Provisions," the reference to Exhibit A Scope of Services/Payment Provisions is deleted and replaced by Exhibit A-1 Scope of Services/Payment Provisions, and Exhibit B is deleted in its entirety. All references in the Agreement to Exhibit A shall be construed to refer to Exhibit A-1.
5. Paragraphs 6.01 and 6.01 are deleted in their entirety.
6. Paragraph 7.01 is amended to read the following: "During the term of this Agreement, the County or CONTRACTOR may terminate the Agreement for any reason by giving written notice of termination to the other party at least thirty (30) days prior to the effective date of the termination. Such notice shall set forth the effective date of termination."
7. Paragraph 7.02 shall be amended by removing "The County 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 County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due to the CONTRACTOR under this Agreement. And replacing it with "The County 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."

Paragraph 10.1 Confidentiality: shall be amended by removing "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 the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County 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" And replacing it with "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 the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information or unless disclosure is

otherwise permitted or required by law. CONTRACTOR shall promptly transmit to County 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 or as otherwise permitted or required by law."

8. Paragraph 10.2, "County Records," is deleted in its entirety.
9. 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.
10. A copy of this Amendment No. 1 shall be attached to the original Agreement executed by the County of Monterey on March 31, 2020.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Amendment No. 1 as of the day and year written below.

COUNTY OF MONTEREY

COUNTY OF SANTA CLARA

By: _____
Contracts/Purchasing Officer

Date: _____

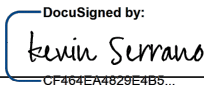
By: _____
Department Head (if applicable)

Date: _____

By: _____
Board of Supervisors (if applicable)

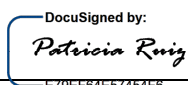
Date: _____

Approved as to Form¹

By:  _____
County Counsel

Date: 6/3/2025 | 9:11 AM PDT

Approved as to Fiscal Provisions²

By:  _____
Auditor/Controller

Date: 6/3/2025 | 9:29 AM PDT

Approved as to Liability Provisions³

By: _____
Risk Management

Date: _____

By: _____
Matthew Hada, Director of Procurement

Date: _____

Approved as to Form and Legality:

By: _____

Date: _____
Jenny Lam, Deputy County Counsel

Date: _____

Approved:

By: _____
Sarah L. Rudman, MD MPH, Acting Health Officer and Public Health Director

Date: _____

Approved:

By: _____
Michael Balliet
Public Health Deputy Director

*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. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above, together with the signature of a partner who has the 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.

EXHIBIT A-1

**To Agreement by and between
County of Monterey, hereinafter referred to as “County”
AND
County of Santa Clara, hereinafter referred to as “CONTRACTOR”**

Scope of Services / Payment Provisions

A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

Subject to available capacity, CONTRACTOR will provide confirmatory testing on specimens submitted by the COUNTY Public Health Department Laboratory for HIV, syphilis, blood lead, and any other diseases or conditions listed in CONTRACTOR’s fee schedule, as approved and updated by CONTRACTOR’s Board of Supervisors from time to time.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

CONTRACTOR'S compensation for services rendered shall be at the rates in the CONTRACTOR’s fee schedule in effect at the time that the services are rendered. The fee schedule is subject to change from time to time, upon approval by CONTRACTOR’s Board of Supervisors.

There shall be no travel reimbursement allowed during this Agreement.

B.2 CONTRACTORS BILLING PROCEDURES

CONTRACTOR shall submit invoices monthly for services rendered in the prior month. For services satisfactorily rendered, and upon receipt and approval of each invoice, the County shall pay each invoice within 30 days of receiving the invoice.

PUBLIC HEALTH LABORATORY**Approved Fee Schedule**

(Effective July 1, 2003)

*Fees subject to change with 60 day notice.

Item/Service	Fee
Water: Plate Count	\$5
Water: Legionella isolation	\$50
Water: Unsatisfactory Specimen	\$5
SEROLOGY	
Syphilis: DFA (T. Pallidum)	\$45
Syphilis: RPR (qualitative)	\$15
Syphilis: RPR (quantitative)	\$15
Syphilis: TPPA	\$15
Syphilis: VDRL-CSF (qualitative)	\$15
Syphilis: VDRL-CSF (quantitative)	\$15
Syphilis: Unsatisfactory	\$5
PARASITOLOGY	
Parasite: Trichrome Stain	\$20
Parasite: Formalin Ethyl Stain	\$20
Parasite: Malaria (Title 17)	No Charge
Parasite: Blood Smear Stain	\$40
Parasite: Tissue Smear Stain	\$40
Parasite: Modified Acid Fast Stain	\$10
Parasite: Pinworm Slide	\$10
Helminth ID	\$20
Giardia/Crypto IFA	\$25
Parasitology: Unsatisfactory Specimen	\$5
MYCOLOGY	
Mycology: Direct Microscopic Exam	\$15
Mycology: Specimen Culture	\$25
Mycology: Final Culture Report	\$43
Mycology: Genetic Probe	\$30
Mycology: Unsatisfactory Specimen	\$5
VIROLOGY	
HIV-1 Serum:EIA	\$15
HIV-1 Oral Fluid:EIA	\$15
HIV-1 Serum:Western Blot	\$45
HIV-1 Oral Fluid:Western Blot	\$45
HIV-1: IFA	\$66
HIV-1 Viral Load: bDNA (ultrasensitive)	\$103
HIV: Unsatisfactory Specimen	\$5
HIV Viral Load: Unsatisfactory Specimen	\$5
Influenza A/B Direct Smear	\$20 per virus
HBSAb	\$40
HBSAg: Screen	\$47
HBSAg: Confirmation	\$43
HBe Antibody	\$25

PUBLIC HEALTH LABORATORY**Approved Fee Schedule**

(Effective July 1, 2003)

*Fees subject to change with 60 day notice.

Item/Service	Fee
HCV: Qualitative	\$35
HCV: Ab Confirmation	\$35
Hepatitis: Unsatisfactory Specimen	\$5
Herpes Virus: Specimen Culture	\$40
Herpes Virus: FA Confirmation	\$25
Herpes: Direct Smear	\$30
Herpes Virus: Unsatisfactory Specimen	\$5
MOLECULAR TECHNOLOGY	
Molecular: Chlamydia trachomatis	\$20
Molecular: Gonorrhoeae	\$20
Chlamydia Molecular: Unsatisfactory	\$5
Gonorrhoeae Molecular: Unsatisfactory	\$5
Chlamydia Trachomatis: Direct Smear	\$20
Molecular DNA/RNA Real-Time test (ASR)*	\$80
Molecular DNA/RNA Real-Time test (FDA)**	\$150
Molecular DNA/RNA Real-Time test (Home Brew)***	\$50
Molecular DNA/RNA test (ASR)*	\$60
Molecular DNA/RNA test (FDA)**	\$100
Molecular DNA/RNA test (Home Brew)***	\$50
PFGE (Pulse Field Gel Electrophoresis)	\$100
VETERINARY	
Rabies: Brain Removal & Test	\$50
Rabies: Unsatisfactory Specimen	\$15
Tick: Speciation & IFA	\$15
Baylisascaris fecal screen	\$25
CHEMISTRY	
Blood Lead	\$18
Blood Lead: Unsatisfactory Specimen	\$5
OTHER	
Blood Collection/Draw Fee	\$6
Courier Fee	\$10
NGHA (Nondiagnostic General Health Assessment)	\$100

*ASR: Analyte Specific Reagent (i.e. nucleic acid)

Examples: enterovirus, WNV, Flu, LRN

**FDA: Food & Drug Administration approved

***Homebrew: examples NoV, pertussis

Santa Clara County Public Health Laboratory: Fee Schedule
(Clarification of PCR Testing Prices & New Tests)

<u>Test</u>	<u>Price</u>
Norovirus PCR Assay	\$50.00
Bordetella pertussis PCR Assay	\$50.00
RT PCR: Influenza A & B	\$0.00
RT PCR: Influenza A Typing	\$0.00
Respiratory Virus Screening DFA	\$20.00
-Confirmation	\$20.00
RT-PCR WNV Assay	\$80.00
WNV IgG IFA	\$25.00
WNV IgM IFA	\$25.00
QuantiFERON	\$29.65
Measles PCR	\$50.00
HSV PCR Assay	\$84.53
HIV Ag/Ab Combo – Negative	\$15.07
HIV Ag/Ab Combo – Positive	\$45.21
HIV Multispot	\$37.10
GeneXpert	\$66.70
Phlebotomy Fee	\$6.00 per stick

PUBLIC HEALTH LABORATORY
Approved Fee Schedule
(Effective July 1, 2025)

Item/Service	Fee
BACTERIOLOGY	
Enteric: Primary Culture	\$115.37
Salmonella: Primary Culture	\$227.30
Salmonella: Enteric Culture for ID (Title 17)	No Charge
Shigella: Primary Culture	\$165.75
Shigella: Enteric Culture for ID (Title 17)	No Charge
E. coli 0157:H7 Primary Culture	\$130.68
E. coli 0157:H7 Enteric Culture for ID (title 17)	No Charge
E. coli 0157: H7 Latex Agglutination	\$49.34
Shiga Toxin Immunoassay Screen	\$61.86
Bacteriology: Culture for ID	\$168.87
Bacteriology: Anaerobic Culture for ID	\$87.06
ENVIRONMENTAL	
Food: Primary Culture	
Food: Plate Count	\$443.30
Food: Biochemicals	
SEROLOGY	
Syphilis: RPR (qualitative)	\$14.22
Syphilis: RPR (quantitative)	\$54.72
Syphilis: TPPA	\$52.86
PARASITOLOGY	
Parasite: Trichrome Stain	\$77.86
Parasite: Formalin Ethyl Stain	\$82.62
Parasite: Malaria (Title 17)	No Charge
Parasite: Blood Smear Stain	\$73.44
Parasite: Modified Acid Fast Stain	\$111.83
Parasite: Pinworm Slide	\$73.44
Parasite: Scabies	\$70.93
Helminth ID	\$73.44
Giardia/Crypto IFA	\$146.23

PUBLIC HEALTH LABORATORY
Approved Fee Schedule
(Effective July 1, 2025)

Item/Service	Fee
MYCOBACTERIOLOGY	
QuantIFERON TB gold In-Tube	\$74.99
MYCOLOGY	
Mycology: Final Culture Report	\$104.56
VIROLOGY	
HIV-1 Serum AG/AB Assay (HIV COMBO 4 th Generation)	\$41.94
HIV-1 Oral Fluid EIA	\$42.41
HIV Supplemental Test – Geenius	\$160.46
Hepatitis B Core Antibody (Total Core)	\$95.72
Hepatitis B Surface Antibody	\$60.92
Hepatitis B Surface Antigen Screen	\$41.09
Hepatitis B Surface Antigen Confirmation	\$135.88
Hepatitis C Antibody	\$45.28
Herpes Virus 2 IgG EIA	\$158.25
Measles IgG EIA	\$144.75
MOLECULAR TESTING	
Molecular: Chlamydia trachomatis	\$16.02
Molecular: Gonorrhoeae	\$16.24
Molecular: Coccidioides	\$75.30
Molecular: Herpes Virus (HSV)	\$194.28
Molecular: Influenza A & B & Subtyping (CDC reagents)	\$37.77
Molecular: Measles	\$159.48
Molecular: Mumps	\$174.64
Molecular: Shiga Toxin 1, 2 & H7	\$113.53
Molecular: CRE by GeneXpert	\$111.64
Molecular: MTB/Rif by GeneXpert	\$157.48
Molecular: Trichomonas vaginalis	\$109.59
Molecular: BioFire – Gastrointestinal	\$240.67
Molecular: BioFire – Respiratory	\$220.21
VETERINARY	
Rabies: Brain Removal & Test	\$94.30
Rabies: Unsatisfactory Specimen	\$38.68
Tick: Speciation & IFA	\$40.25
CHEMISTRY	
Blood Lead	\$33.56
OTHER	
NGHA (Nondiagnostic General Health Assessment)	\$177.85
NGHA Additional Site/Day or Additional Test	\$33.35

PUBLIC HEALTH LABORATORY
Approved Fee Schedule
(Effective July 1, 2025)

Item/Service	Fee
MOTHERS MILK BANK (MMB)*	
Bacillus spp Screen	\$17.02
Standard Plate Count - Pasteurized	\$12.20
Standard Plate Count - Raw	\$14.99

*Please refer to individual MMB contracts.

PUBLIC HEALTH LABORATORY
Approved Fee Schedule
(Effective July 1, 2026)

Item/Service	Fee
BACTERIOLOGY	
Enteric: Primary Culture	\$121.14
Salmonella: Primary Culture	\$238.67
Salmonella: Enteric Culture for ID (Title 17)	No Charge
Shigella: Primary Culture	\$174.04
Shigella: Enteric Culture for ID (Title 17)	No Charge
E. coli 0157:H7 Primary Culture	\$137.22
E. coli 0157:H7 Enteric Culture for ID (title 17)	No Charge
E. coli 0157: H7 Latex Agglutination	\$51.81
Shiga Toxin Immunoassay Screen	\$64.95
Bacteriology: Culture for ID	\$177.32
Bacteriology: Anaerobic Culture for ID	\$91.413
ENVIRONMENTAL	
Food: Primary Culture	
Food: Plate Count	\$465.46
Food: Biochemicals	
SEROLOGY	
Syphilis: RPR (qualitative)	\$14.93
Syphilis: RPR (quantitative)	\$57.45
Syphilis: TPPA	\$55.50
PARASITOLOGY	
Parasite: Trichrome Stain	\$81.75
Parasite: Formalin Ethyl Stain	\$86.76
Parasite: Malaria (Title 17)	No Charge
Parasite: Blood Smear Stain	\$77.11
Parasite: Modified Acid Fast Stain	\$117.42
Parasite: Pinworm Slide	\$77.11
Parasite: Scabies	\$74.47
Helminth ID	\$77.11
Giardia/Crypto IFA	\$153.55

PUBLIC HEALTH LABORATORY
Approved Fee Schedule
(Effective July 1, 2026)

Item/Service	Fee
MYCOBACTERIOLOGY	
QuantIFERON TB gold In-Tube	\$78.74
MYCOLOGY	
Mycology: Final Culture Report	\$109.79
VIROLOGY	
HIV-1 Serum AG/AB Assay (HIV COMBO 4 th Generation)	\$44.03
HIV-1 Oral Fluid EIA	\$44.53
HIV Supplemental Test – Geenius	\$168.48
Hepatitis B Core Antibody (Total Core)	\$100.50
Hepatitis B Surface Antibody	\$63.97
Hepatitis B Surface Antigen Screen	\$43.14
Hepatitis B Surface Antigen Confirmation	\$142.67
Hepatitis C Antibody	\$47.54
Herpes Virus 2 IgG EIA	\$158.25
Measles IgG EIA	\$151.99
MOLECULAR TESTING	
Molecular: Chlamydia trachomatis	\$16.82
Molecular: Gonorrhoeae	\$17.06
Molecular: Coccidioides	\$79.06
Molecular: Herpes Virus (HSV)	\$204.00
Molecular: Influenza A & B & Subtyping (CDC reagents)	\$39.66
Molecular: Measles	\$167.46
Molecular: Mumps	\$183.37
Molecular: Shiga Toxin 1, 2 & H7	\$119.20
Molecular: CRE by GeneXpert	\$117.22
Molecular: MTB/Rif by GeneXpert	\$165.35
Molecular: Trichomonas vaginalis	\$115.07
Molecular: BioFire – Gastrointestinal	\$252.70
Molecular: BioFire – Respiratory	\$231.22
VETERINARY	
Rabies: Brain Removal & Test	\$99.02
Rabies: Unsatisfactory Specimen	\$40.62
Tick: Speciation & IFA	\$42.26
CHEMISTRY	
Blood Lead	\$35.24
OTHER	
NGHA (Nondiagnostic General Health Assessment)	\$177.85
NGHA Additional Site/Day or Additional Test	\$33.35

PUBLIC HEALTH LABORATORY**Approved Fee Schedule**

(Effective July 1, 2026)

Item/Service	Fee
MOTHERS MILK BANK (MMB)*	
Bacillus spp Screen	\$17.87
Standard Plate Count - Pasteurized	\$12.81
Standard Plate Count - Raw	\$15.74

*Please refer to individual MMB contracts.

County may, in its sole discretion, withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

Invoices shall be emailed to the following:

County of Monterey Health Department
Public Health Bureau – Accounts Payable
1270 Natividad Rd.
Salinas, CA 93906
(831) 755-4500
412-phfiscal@countyofmonterey.gov

County of Monterey Health Department
Public Health Lab - Donna Ferguson
1270 Natividad Rd.
Salinas, CA 93906
(831) 755-4636
fergusond@countyofmonterey.gov

Invoices shall:

- a) Be prepared on CONTRACTOR's letterhead. An authorized official, employee, or agent certifying that the expenditures claimed represent services performed under this contract must sign invoices.
- b) Bear the CONTRACTOR's name as shown on the agreement.
- c) Identify the billing and/or performance period covered by the invoice.
- d) Itemize costs for the billing period in the same detail as indicated in the scope of services in the agreement. Payment may only be sought for those costs and/or cost categories expressly identified as allowable in this agreement and approved by the County of Monterey.