

**RENEWAL AND AMENDMENT NO. 5
TO THE SERVICES AGREEMENT
BETWEEN NATIVIDAD MEDICAL CENTER (COUNTY OF MONTEREY) AND
NEOGENOMICS LABORATORIES, INC. FOR
PATIENT SPECIMEN TESTING**

This Renewal and Amendment No. 5 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 NeoGenomics Laboratories, 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 with NeoGenomics Laboratories, Inc. for patient specimen testing services with a term August 1, 2017 through July 31, 2020 and a total Agreement amount not to exceed \$25,000; and

WHEREAS, COUNTY and CONTRACTOR amended the Agreement on July 17, 2019 via Amendment No. 1 to add an additional \$75,000, thereby increasing the total Agreement amount to \$100,000 with no change to the scope of work, billing rates, or term of the Agreement August 1, 2017 through July 31, 2020, and to include a Business Associate Agreement as an attachment to this Agreement.

WHEREAS, COUNTY and CONTRACTOR amended the Agreement on April 16, 2020 via Amendment No. 2 to extend it for an additional two (2) year period (August 1, 2020 through July 31, 2022) for a revised full agreement term of August 1, 2017 through July 31, 2022 to allow for services to continue with no changes to the scope of work or changes to the agreement amount.

WHEREAS, COUNTY and CONTRACTOR amended the Agreement on July 25, 2022 via Amendment No. 3 to extend the term for an additional two (2) year period (August 1, 2022 through July 31, 2024) for a revised full agreement term of August 1, 2017 through July 31, 2024, and to add an additional \$60,000 for a total Agreement amount not to exceed \$160,000, with no change to the scope of services.

WHEREAS, COUNTY and CONTRACTOR amended the Agreement on February 1, 2024 via Amendment No. 4 to add an additional \$40,000 for a total Agreement amount not to exceed \$200,000, with no change to the term of the Agreement (August 1, 2017 through July 31, 2024) or to the scope of services.

WHEREAS, the Agreement expired on July 31, 2024; and

WHEREAS, COUNTY and CONTRACTOR wish to renew and amend the Agreement retroactive to August 1, 2024, to extend the term for an additional one (1) year period through July 31, 2025 for a revised full Agreement term of August 1, 2017 through July 31, 2025 to allow for continued need of CONTRACTOR's services with no changes to the scope of services or billing rates, with a \$100,000 increase for a revised total Agreement amount not to exceed \$300,000.

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

1. The first sentence of the paragraph titled; “TERM OF AGREEMENT” Section in the Agreement shall be amended to the following:
“The term of this Agreement is from August 1, 2017 through July 31, 2025 unless sooner terminated pursuant to the terms of this Agreement”.
2. The “PAYMENTS BY NMC” Section in the Agreement shall be amended to the following:
3. ***“COUNTY shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit B, 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 \$300,000.”***
4. If there is any conflict or inconsistency between the provisions of Agreement, Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4 or this Renewal and Amendment No. 5, the provisions of this Renewal and Amendment No. 5 shall govern.
5. This Renewal and Amendment is effective retroactively on August 1, 2024.

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

**COUNTY OF MONTEREY on behalf of
NATIVIDAD MEDICAL CENTER**

By: _____
Charles R. Harris, CEO

Date: _____

APPROVED AS TO LEGAL PROVISIONS

Signed by:
By: Stacy Saetta
696D21D44C4341D
Monterey County Deputy County Counsel

Date: 9/24/2024 | 5:16 PM PDT

APPROVED AS TO FISCAL PROVISIONS

DocuSigned by:
By: Patricia Ruiz
E795F04557144FC
Monterey County Chief Deputy Auditor-Controller

Date: 9/26/2024 | 9:37 AM PDT

*****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)

CONTRACTOR

NeoGenomics Laboratories, Inc.

CONTRACTOR's Business Name

****Signature instructions below****

DocuSigned by:
By: Warren Stone
64B8E6FC44334D6...
(Signature of Chair, President, or Vice-President)

Warren Stone Chief Commercial Officer
Name and Title

Date: September 18, 2024

DocuSigned by:
By: Jeff Sherman
04DB97B03C4D4A8...
(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Jeff Sherman CFO
Name and Title

Date: September 18, 2024