



Monterey County Board of Supervisors

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Board Order

A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor Wendy Root Askew to:

Agreement No.: A-15919 ; Amendment No.: 1

Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute renewal and amendment No.1 to the agreement (A-15919) with Peninsula Histopathology Laboratory, Inc. For laboratory services, extending the agreement an additional Twelve (12) month period (April 18, 2025 through April 17, 2026) for a revised full agreement term of April 18, 2022 through April 17, 2026 and adding \$300,000 for a revised total agreement amount not to exceed \$1,200,000.

PASSED AND ADOPTED on this 29th day of April 2025, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez, and Askew
NOES: None
ABSENT: Supervisor Daniels

Motion Passed 4 to 0

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting April 29, 2025.

Dated: April 29, 2025
File ID: A 25-108
Agenda Item No.: 20

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

Emmanuel H. Santos, Deputy

**RENEWAL AND AMENDMENT NO. 1
TO SERVICES AGREEMENT
BETWEEN PENINSULA HISTOPATHOLOGY LABORATORY, INC. AND
THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER
FOR
LABORATORY SERVICES**

This Renewal and Amendment No. 1 to the Services Agreement (“Agreement”) which was effective on April 18, 2022 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (“NMC”), and Peninsula Histopathology Laboratory, Inc (“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 for Laboratory Services with a term April 18, 2022 through April 17, 2025 and a total Agreement amount not to exceed \$900,000; and

WHEREAS, the Agreement expired on April 17, 2025; and

WHEREAS, COUNTY and CONTRACTOR currently wish to renew and amend the Agreement via Amendment No.1 beginning on April 18, 2025 to extend the term for an additional Twelve (12) month period (April 18, 2025 through April 17, 2026) for a revised full agreement term of April 18, 2022 through April 17, 2026 to allow for services to continue with a \$300,000 increase for a revised total Agreement amount not to exceed \$1,200,000.

AGREEMENT

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

The Agreement is hereby renewed and amended on the terms and conditions as set forth in the Original Agreement and in Renewal and Amendment No. 1 incorporated herein by this reference, except as specifically set forth below.

1. Paragraph titled, “PAYMENTS BY COUNTY” shall be amended to the following:
“COUNTY shall pay the CONTRACTOR in accordance with the payment provisions set forth in EXHIBIT A attached hereto this Renewal and Amendment No. 1. The total amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed the sum of \$1,200,000.”
2. The first sentence of Paragraph titled, “TERM OF AGREEMENT” shall be amended to the following:
“The term of this Agreement is from April 18, 2022 through April 17, 2026 unless sooner terminated pursuant to the terms of this Agreement.”
3. If there is any conflict or inconsistency between the provisions of Agreement, or this Renewal and Amendment No.1, The provisions of this Renewal and Amendment No. 1 shall govern.
4. This Renewal and Amendment is effective Retroactively on April 18, 2025.

~ Signature page to follow ~

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Renewal and Amendment No. 1 on the basis set forth in this document and have executed this Renewal and Amendment No. 1 on the day and year set forth herein.

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

DocuSigned by:
Charles R. Harris
By: _____
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Charles R. Harris, CEO

Date: 5/2/2025 | 4:38 PM PDT

APPROVED AS TO LEGAL PROVISIONS

Signed by:
Stacy Saitta
By: _____
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Monterey County Deputy County Counsel

Date: 4/2/2025 | 5:24 PM PDT

APPROVED AS TO FISCAL PROVISIONS

DocuSigned by:
Patricia Ruiz
By: _____
E79EF04E57454F6...
Monterey County Deputy Auditor/Controller

Date: 4/3/2025 | 1:50 PM PDT

CONTRACTOR

Peninsula Histopathology Laboratory, Inc

CONTRACTOR's Business Name

See instructions below

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

M. Stephan Panganiban, M.D./ Medical Director & President

Name and Title

Date: 3/14/2025

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

Dorothy A. Bordon, CLS / Sec.

Name and Title

Date: 3/14/25

*****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).