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 an 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 <u>Paragraph titled</u>, "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

By:
By: Charles R. Harris, CEO
Date:
APPROVED AS TO LEGAL PROVISIONS
Signed by:
By Stary Saulta 696B21B44C4341D Monterey County Deputy County Counsel
Monterey County Deputy County Councel
Monterey County Deputy County Counsel
4/2/2025 5:24 PM PDT
Date: 4/2/2025 5:24 PM PDT
APPROVED AS TO FISCAL PROVISIONS
DocuSigned by:
By: Patricia Ruiz Monterey County Deputy Auditor/Controller
Monterey County Deputy Auditor/Controller
Date: 4/3/2025 1:50 PM PDT
Date.

CONTRACTOR

Peninsula Histopathology Laboratory, Inc
CONTRACTOR's Business Name
See instructions below
By:
(Signature of: Chair, President, or Vice-President)
(Signature of Chair, 17esident, of Vice-17esident)
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

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).