

**AMENDMENT NO. 1 TO THE MEMBERSHIP  
AGREEMENT BY AND BETWEEN  
THE COUNTY OF MONTEREY ON BEHALF OF  
NATIVIDAD MEDICAL CENTER AND  
MD BUYLINE, INC.**

This is the First Amendment to the Membership Agreement between MD Buyline, Inc. ("Company") and The County of Monterey on behalf of Natividad Medical Center ("Client").

**RECITALS**

WHEREAS, Company and Client entered into a Membership Agreement (the "Agreement") dated January 3, 2018 with a forty eight month term through January 2, 2022 at a total cost of \$91,996; and

WHEREAS, Company and Client desire to amend the Agreement to add consulting services to yield cost savings related to equipment and relevant equipment maintenance at an additional estimated cost not to exceed \$30,000 for a revised total Agreement amount of \$121,996, with no change to the term of the Agreement.

NOW, THEREFORE, in consideration of the foregoing, the parties agree as follows:

1. On a per project basis and only when requested to by Client, Company will assist with collecting competitive pricing for hospital equipment and/or maintenance plans, and shall also make recommendations to Client to assist with cost negotiation for equipment and maintenance plans. In some situations Client may have Company perform equipment price negotiations under direction from Client. Such activity shall include but is not limited to:
  - a. Provide financial comparative analysis of hospital's existing maintenance plans;
  - b. Provide consultation regarding maintenance price negotiations;
  - c. Provide consultation regarding equipment acquisition price negotiations;
  - d. Provide consultation regarding labor and parts pricing negotiations; and
  - e. Provide alternative service vendor negotiations.
2. Client agrees to provide Company with the Consulting Service Base Information necessary to perform/trace/complete their Consulting Services.
3. Motivation: Savings realized through the Consulting Service will be divided as follows:

	To Client	To Company
Shared %	70%	30%

These savings will be calculated on per project basis at which time as a purchase order has been issued by the Client, or Client personnel has informed Company that a vendor selection has been made.

4. **CLIENT RESPONSIBILITIES:** Client agrees, at their sole discretion, to allow Company to perform Consulting services upon equipment related events estimated to be in excess of \$10,000. Client agrees to engage Company only on those projects that are approved for purchase and in final configuration.
5. **PURCHASES:** Items purchased by Client within 180 days of the original purchase date of similar items, from a specific vendor involving Company, will be included in the Company guaranteed saving program. In the event where Client presents Company with pricing for a new item and Client chooses to purchase a used/demo/refurbished product, Company will accept a 25% reduction from Savings calculated.
6. **EVENT SPECIFICS:** Any changes to original event specifications initiated by Client (i.e. equipment configuration, scope of service coverage, quantity purchased, etc.) must be:
  - a. Communicated to Company via normal business channels. Company will communicate changes directly with vendor (s).
  - b. New benchmark price will be established by Company based upon vendor pricing structure originally negotiated by Client.
  - c. Cost savings will be determined based upon Company negotiated vendor pricing structure.

#### **DEFINITIONS:**

#### **GENERAL**

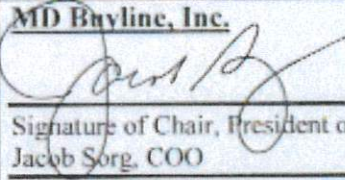
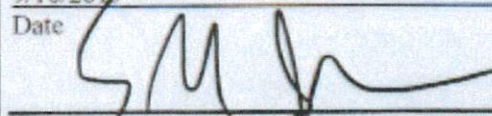
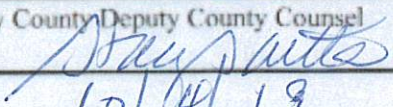
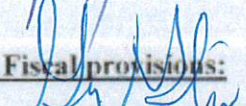
1. Equipment Related Event – Any capital equipment related activity in excess of \$10,000. This shall include equipment acquisitions, preventative/corrective maintenance, part replacement/acquisition, service contracts, warranty extensions, equipment relocation/modifications, leases, etc.
2. At Client's Sole Discretion - For any given equipment related event, the situation allows for Company involvement as determined by the Client.
3. Multi-Year Service Agreements - For multiyear service agreements, savings will be calculated on full term of contract with a 4% time value discount included.

#### **Consulting - Sourcing Optimization Service Definitions:**

1. Company Sourcing Project Cover Page – Complete Company information defining customer project requirements, needs, specifications, etc.
2. Consulting Service Base Information – Completed Company Sourcing Project Cover Page, complete copy of Incumbent Quote, copy of Client Purchase Order, and ongoing support as necessary to determine when equipment related event has closed.
3. Incumbent Quote – Complete copy of vendor quote secured through the Client's efforts.
4. Original Benchmark Price – The valid price set forth in the incumbent quote(s) and included on the Company Sourcing Project Cover Page.
5. Savings - Shall be defined as any reduction from Original Benchmark Price. Additionally, savings shall include any extra features, promotions, enhancements, upgrades, or other items of value provided in a result of Company involvement and accepted by Client.



IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment on the basis set forth in this document and have executed this Amendment on the day and year set forth herein.

<b><u>Natividad Medical Center</u></b>	<b><u>MD Bayline, Inc.</u></b>
Gary R. Gray, DO, CEO	 Signature of Chair, President or Vice-President Jacob Sorg, COO
Date	Printed Name and Title 9/10/2019
<b><u>Approved as to Legal Provisions:</u></b>	Date
Monterey County Deputy County Counsel	 Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer
Date	Eric Ingram, CFO
 10/04/19	Printed Name and Title 9/10/2019
<b><u>Approved as to Fiscal provisions:</u></b>	Date
 Monterey County Chief-Deputy Auditor-Controller	<b><u>Signature Instructions</u></b>
Date	For 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).
10-4-19	