

**AMENDMENT NO. 3
TO SERVICES AGREEMENT
BETWEEN GE Healthcare AND
NATIVIDAD MEDICAL CENTER
FOR
Biomedical Services**

This Amendment No. 3 to the Services Agreement ("Agreement") which was effective on September 1, 2007 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (hereinafter "NMC"), and GE Healthcare (hereinafter "CONTRACTOR"); (collectively, the County, NMC and CONTRACTOR are referred to as the "Parties"), with respect to the following:

RECITALS

WHEREAS, the Agreement was executed for biomedical services with a term of September 1, 2007 to August 31, 2012 and a total Agreement amount not to exceed \$4,355,000; and

WHEREAS, NMC and CONTRACTOR amended the Agreement on March 1, 2009 via Renewal and Amendment No. 1 add an additional \$323,700 to fiscal year 2008-09, with no increase to the total Agreement amount not to exceed \$4,355,000 and no change to the Agreement term; and

WHEREAS, NMC and CONTRACTOR amended the Agreement on January 11, 2011 via Amendment No. 2 to reduce the total Agreement amount to a not to exceed of \$2,522,506 and revise the Agreement term end date to December 14, 2017; and

WHEREAS, NMC and CONTRACTOR currently wish to amend the Agreement adding an additional \$450,000 to allow for services to continue for a total Agreement amount of \$2,972,506 with no change to the term end date of December 14, 2017.

AGREEMENT

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

The Agreement is hereby renewed on the terms and conditions as set forth in the Original Agreement, Renewal and Amendment No 1, Amendment No. 2, and Amendment No. 3 incorporated herein by this reference, except as specifically set forth below.

1. The second sentence in Section 2 of the original Agreement, "PAYMENTS BY NMC" shall be amended to the following:
"The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the total sum of \$2,972,506."
2. Except as provided herein, all remaining terms, conditions and provisions of the Original Agreement are unchanged and unaffected by this Amendment No. 3 and shall continue in full force and effect as set forth in the Agreement, Renewal and Amendment No. 1 and Amendment No. 2.
3. A copy of this Amendment No. 3 shall be attached to the Original Agreement.
4. The effective date of this Amendment shall be January 1, 2017.

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~ Signature page to follow ~

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No. 3 on the basis set forth in this document and have executed this Amendment No. 3 on the day and year set forth herein.

NATIVIDAD MEDICAL CENTER

By: _____
Gary R. Gray, DO, CEO

Date: _____

APPROVED AS TO LEGAL PROVISIONS

By:  _____
Monterey County Deputy County Counsel

Date: 2/6/17

APPROVED AS TO FISCAL PROVISIONS

By:  _____
Monterey County Deputy Auditor/Controller

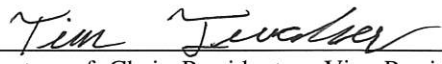
Date: 2/14/17

CONTRACTOR

G.E. Healthcare, Inc.

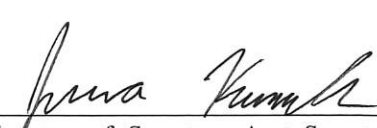
CONTRACTOR's Business Name

See instructions below

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

TIM FRITSCHLER, COMMERCIAL MANAGER
Name and Title

Date: 01-24-17

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

Jessica Krutchnik, Healthcare Services
Name and Title Account Manager

Date: 01/24/17

*****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).

Natividad Medical Center

Physical Location Account #: 129978

Optional: Person(s) to be notified when this document is processed:

Name(s): _____

Email(s): _____

Support and prices quoted below are valid provided the customer signs and returns this quote to GE Healthcare by 3/7/2017

Equipment Identifiers	Trans. Type	Equipment	Effective Date	Offering	Options	Features	Incremental Amount	Comments
System ID: BIO146405 Contract: 0303861 MSA - 2010- 0	MODIFY: Price MOD	GE BIOMEDICAL BIOMEDICAL EQUIPMENT (OZBIOM)	1/1/2017	Biomedical Services**		• Biomedical Services	Old Annual Amount: \$412,872* Incremental Annual Amount: \$0 New Annual Amount: \$412,872*	Contract term value not to exceed \$2,972,506

NET ADJUSTMENT TO CONTRACT:

\$0

The above outlines the update to service for this product under the Agreement. This Amendment is effective as of January 1, 2017.

Customer:	GE Healthcare:	
Approved By: _____ Title: _____	Approved By: <u>Jessica Krutchik</u> Title: <u>HSAM</u>	
Signature: _____ Date: _____	Signature: <u>Jessica Krutchik</u> Date: <u>3/1/2017</u>	

