

AMENDMENT NO. 7
FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN Total Repair Express AND
THE NATIVIDAD MEDICAL CENTER
FOR
Operating Room Equipment Repair and Maintenance Services

The parties to Professional Services Agreement ("Agreement"), dated April 5, 2005 between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Total Repair Express (Contractor), hereby agree to amend their Agreement (No. A-10448) on the following terms and conditions:

WHEREAS, the County and Contractor wish to amend the Agreement to extend the term end date to allow for existing services to continue.

WHEREAS, the County and Contractor wish to amend the Agreement to increase the amount of the Agreement because of the term extension.

WHEREAS, the County and Contractor amended the Agreement previously on November 1, 2006 via Amendment No. 1, on July 1, 2007 via Amendment No. 2, on July 1, 2008 via Amendment No.3, on July 1, 2009 via Amendment No. 4, on July 1, 2010 via Amendment No. 5 and on July 1, 2011.

1. Contractor will continue to provide NMC with the same scope of services as stated in the original Agreement (No. A-10448).
2. Section 2. "PAYMENTS BY COUNTY" shall be amended by removing, "*The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$100,000.*" and replacing it with "*The total amount payable by County to CONTRACTOR under Agreement No. (A-10448) shall not exceed the total sum of \$920,000 for the full term of the Agreement.*"
3. Section 3. "TERM OF AGREEMENT" shall be amended by removing, "*The term of this Agreement is from April 5, 2005 to April 4 2007 unless sooner terminated pursuant to this Agreement*" and replacing it with "*The term of this Agreement is from April 5, 2005 to June 30, 2013 unless sooner terminated pursuant to this Agreement.*"
4. All other terms and conditions of the Agreement shall continue in full force and effect. Except as provided herein, all remaining terms, conditions and provisions of the Agreement and Amendment Nos. 1, 2, 3, 4, 5, and 6 are unchanged and unaffected by this Amendment and shall continue in full force and effect as set forth in the Agreement.
5. A copy of this Amendment and all previous amendments shall be attached to the original Agreement (No. A-10448).
6. The effective date of this Amendment is July 1, 2012.

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.

CONTRACTOR

Signature 1 *Christian Mills*

Dated 4/24/12

Printed Name Christian Mills

Title CEO

Signature 2 *Sabrina Costabile*

Dated 4/24/12

Printed Name Sabrina Costabile

Title Operations manager

****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. 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. If CONTRACTOR is contracting in and individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement.*

NATIVIDAD MEDICAL CENTER

Signature _____
Purchasing Manager

Dated _____

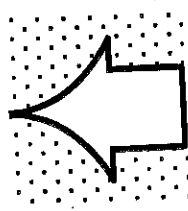
Signature *[Signature]*
NMC - CEO

Dated 4/26/12

Approved as to Legality and Legal Form:
Charles J. McKee, County Counsel

By _____
Stacy Saetta, Deputy
Attorneys for County and NMC

Dated: _____, 2012



MONTEREY COUNTY BOARD OF SUPERVISORS

MEETING:	November 15, 2011	AGENDA NO.:
SUBJECT:	Authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute Renewal and Amendment No. 6 to the Agreement (A-10448) with Total Repair Express for Operating Room Equipment Repair and Maintenance Services at NMC, extending the Agreement to June 30, 2012 and adding \$100,000 for Fiscal Year 2011/2012 for a revised total Agreement amount not to exceed \$860,000 in the aggregate.	
DEPARTMENT:	Natividad Medical Center	

RECOMMENDATION:

It is recommended the Board of Supervisors authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute Renewal and Amendment No. 6 to the Agreement (A-10448) with Total Repair Express for Operating Room Equipment Repair and Maintenance Services at NMC, extending the Agreement to June 30, 2012 and adding \$100,000 for Fiscal Year 2011/2012 for a revised total Agreement amount not to exceed \$860,000 in the aggregate.

SUMMARY/DISCUSSION:

Total Repair Express (TRE) is a surgical instrument repair company that the surgical services department at Natividad Medical Center utilizes for repair and maintenance of instrumentation and equipment. The utilization of this services prevents the department from having to invest in the replacement of high cost items such as endoscopes. For a nominal fee NMC can repair these items through TRE as opposed to paying thousands of dollars per incident to replace.

OTHER AGENCY INVOLVEMENT:

The County Counsel has reviewed and approved this Renewal and Amendment No. 6 as to legal form and risk provisions. The Auditor-Controller has reviewed and approved this Renewal and Amendment No. 6 as to fiscal provisions. The Renewal and Amendment No. 6 has also been reviewed and approved by the Natividad Medical Center Board of Trustees' Finance Committee and the Natividad Medical Center Board of Trustees.

FINANCING:

The cost for this Renewal and Amendment No. 6 is \$100,000 and is included in the Fiscal Year 2011/2012 Adopted Budget. There is no impact to the General Fund.

Prepared by:
Dee Stokes; 755-6242
Director of Surgical Services
September 28, 2011

Harry Weis
Chief Executive Officer

Attachments: Renewal and Amendment No. 6, Amendments 5, 4, 3, 2, 1, Agreement, Board Order
Attachments are on file with the Clerk of the Board

Before the Board of Supervisors in and for the
County of Monterey, State of California

Agreement No.: A-10448

It is recommended the Board of Supervisors authorize)
the Purchasing Manager for Natividad Medical Center)
(NMC) to execute Renewal and Amendment No. 6 to)
the Agreement (A-10448) with Total Repair Express)
for Operating Room Equipment Repair and)
Maintenance Services at NMC, extending the)
Agreement to June 30, 2012 and adding \$100,000 for)
Fiscal Year 2011/2012 for a revised total Agreement)
amount not to exceed \$860,000 in the aggregate.....)

Upon motion of Supervisor Potter, seconded by Supervisor Armenta and carried by those members present, the Board hereby;

Authorized the Purchasing Manager for Natividad Medical Center (NMC) to execute Renewal and Amendment No. 6 to the Agreement (A-10448) with Total Repair Express for Operating Room Equipment Repair and Maintenance Services at NMC, extending the Agreement to June 30, 2012 and adding \$100,000 for Fiscal Year 2011/2012 for a revised total Agreement amount not to exceed \$860,000 in the aggregate.

PASSED AND ADOPTED on this 15th day of November 2011, by the following vote, to wit:

- AYES: Supervisors Armenta, Calcagno, Salinas, Parker and Potter
- NOES: None
- ABSENT: None

I, Gail T. Borkowski, 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 75 for the meeting on November 15, 2011.

Dated: November 17, 2011

Gail T. Borkowski, Clerk of the Board of Supervisors
County of Monterey, State of California

By *Danise Hancock*
Deputy

RENEWAL AND AMENDMENT NO. 6 OF AGREEMENT BETWEEN THE COUNTY OF MONTEREY & TOTAL REPAIR EXPRESS FOR OPERATING ROOM EQUIPMENT REPAIR AND MAINTENANCE SERVICES

WHEREAS, Total Repair Express, hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "COUNTY" previously entered into an agreement dated April 5, 2005, for the provision of Operating Room Equipment Repair and Maintenance Services ("AGREEMENT"); and

WHEREAS, COUNTY and CONTRACTOR amended the AGREEMENT (A-10448) previously on November 1, 2006 via AMENDMENT NO. 1; and

WHEREAS, COUNTY and CONTRACTOR amended the AGREEMENT (A-10448) previously on July 1, 2007 via AMENDMENT NO. 2; and

WHEREAS, COUNTY and CONTRACTOR amended the AGREEMENT (A-10448) previously on July 1, 2008 via AMENDMENT NO. 3; and

WHEREAS, COUNTY and CONTRACTOR amended the AGREEMENT (A-10448) previously on July 1, 2009 via AMENDMENT NO. 4; and

WHEREAS, COUNTY and CONTRACTOR amended the AGREEMENT (A-10448) previously on July 1, 2010 via AMENDMENT NO. 5; and

WHEREAS, the AGREEMENT (A-10448) expired pursuant to its terms on June 30, 2011; and

WHEREAS, COUNTY and CONTRACTOR wish to renew the AGREEMENT (A-10448) retroactive to July 1, 2011; and

WHEREAS, COUNTY and CONTRACTOR wish to extend the term of the renewed AGREEMENT (A-10448) through and including June 30, 2012; and NOW THEREFORE

For valuable consideration, the sufficiency of which is hereby acknowledged, COUNTY and CONTRACTOR agree as follows:

1. The AGREEMENT (A-10448) is renewed retroactive to July 1, 2011 and all of its provisions shall be deemed to have been in effect continuously since that time.
2. Section 3, "TERM OF AGREEMENT" shall be amended by removing "The term of this Agreement is from signing of agreement to June 30, 2011", and replacing it with: "The term of this Agreement is from signing of Agreement through and including June 30, 2012."
3. The total amount payable by COUNTY to CONTRACTOR under Agreement No. (A-10448) shall not exceed the total sum of \$860,000 for the full term of the Agreement and \$100,000 for fiscal year 2011-2012.

4. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this RENEWAL AND AMENDMENT NO. 6 TO AGREEMENT and shall continue in full force and effect as set forth in the AGREEMENT;
5. A copy of this RENEWAL AND AMENDMENT NO. 6 shall be attached to the original AGREEMENT dated November 1, 2006.

IN WITNESS WHEREOF, the County and CONTRACTOR execute this RENEWAL AND AMENDMENT NO. 6 as follows:

COUNTY OF MONTEREY


 Contracts/Purchasing Officer

Dated: 11-30-11

Approved as to Fiscal Provisions:



 Deputy Auditor/Controller

Dated: 9-28-11

Approved as to Liability Provisions:

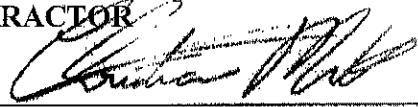
 Risk Management

Dated: _____

Approved as to Form:


 Deputy County Counsel

Dated: 9/27/11

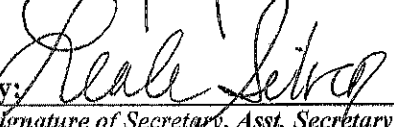
CONTRACTOR
 By: 

 Signature of Chair, President, or Vice-President

Christian Mills, CEO

 Printed Name and Title

Dated: 9/13/2011

By: 

 (Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*

Leah Silver, Business Dev. Coordinator

 Printed Name and Title

Dated: 09/13/2011

*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. 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. 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 Amendment.

MONTEREY COUNTY BOARD OF SUPERVISORS

MEETING:	July 13, 2010	AGENDA NO.:
SUBJECT:	Authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute the contract renewal amendments for the continuation of various existing services with multiple vendors (outlined in the Board Order) at NMC in FY 2010-11.	
DEPARTMENT:	Natividad Medical Center	

RECOMMENDATION:

It is recommended that the Board of Supervisors authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute the contract renewal amendments for the continuation of various existing services with multiple vendors (outlined in the Board Order) at NMC in FY 2010-11.

SUMMARY/DISCUSSION:

At the end of each fiscal year Natividad Medical Center must renew expiring service contracts with various vendors in order to maintain a current purchase order. This ensures timely payment of invoices and avoids any disruption in services. Attachment A to this report is a list of current vendor service contracts requiring renewal for Fiscal Year 2010-2011. All of the contracts are Amendments to previous established contracts with no changes in the scope of service. NMC will do separate reports for all amended contracts that include a change to the scope of service.

OTHER AGENCY INVOLVEMENT:

The Amendments have been reviewed and approved by County Counsel County Counsel, the Auditor/Controller's office and by the Natividad Medical Center Board of Trustees.

FINANCING:

The cost of the Contract Amendments is \$2,470,675 and is included in the FY 2010-11 Recommended Budget. This action will not require any additional General Fund subsidy.

Prepared by:
Sid Cato, Management Analyst
April 29, 2010
Attachments: Attachment A

Harry Weis
Chief Executive Officer

**Before the Board of Supervisors in and for the
County of Monterey, State of California**

Authorize the Purchasing Manager for Natividad Medical Center)
(NMC) to execute the contract renewal amendments for the)
continuation of various existing services with multiple vendors)
(outlined in the Board Order) at NMC in FY 2010-11, not to)
exceed \$2,470,675.)

Upon motion of Supervisor Parker, seconded by Supervisor Armenta, and carried by those members present, effective July 13, 2010, the Board hereby:

Authorized the Purchasing Manager for Natividad Medical Center (NMC) to execute the contract renewal amendments for the continuation of various existing services with multiple vendors (outlined in the Board Order) at NMC in FY 2010-11, not to exceed \$2,470,675, with the following multiple vendors:

Vendor Name	Service	Amendment #	Current Contract Term Dates	F/Y 11 AMOUNT
A&B Fire Extinguisher	Halon System, Fire Sprinkler & Extinguisher Maintenance	#4	7-1-06 thru 6-30-11	\$30,000
Audac	Pillow Speakers, Nurse Call Cords and Clinical Alarms	#4	7-1-06 thru 6-30-11	\$14,000
First Alarm Security	Fire/Burglar Alarm Access Control Systems	#1	11-1-09 thru 6-30-11	\$75,000
Johnson Controls	Repair & Maintenance of Various Mechanical Systems & VFD's	#5	7-1-06 thru 6-30-11	\$82,000
Medispec	Corpeal Shock Wave Lithotripsy System	#1	8-1-08 thru 6-30-11	\$75,000
Metro Republic Commercial Service	Bad Debt Collection	#2	8-1-07 thru 6-30-11	\$700,000
Mission Linen	Linen Processing Services	#2	9-12-08 thru 6-30-11	\$450,000
Morehead Associates	Employee Survey	#5	8-1-07 thru 6-30-11	\$30,000
NMC Volunteer Auxiliary	Volunteer Management Services	#5	9-15-05 thru 6-30-11	\$80,675
Credit Consulting Services	Bad Debt Collection	#2	8-1-07 thru 6-30-11	\$700,000
Pharmedwa Services	Compounding Pharmaceutical Supplies & IV Solution	#4	1-31-06 thru 6-30-11	\$60,000
Professional Research Consultants	Patient Satisfaction Survey Services	#4	7-1-05 thru 6-30-11	\$24,000
ThyssenKrupp	Elevator Repair & Maintenance	#5	7-1-06 thru 6-30-11	\$50,000
Total Repair Express	Repair & Maintenance of Operating Room Equipment	#5	4/5/05 thru 6-30-11	\$80,000
TOTAL				\$2,470,675

PASSED AND ADOPTED this 13th day of July, 2010, by the following vote, to wit:

AYES: Supervisors Armenta, Calcagno, Salinas, Parker, Potter
NOES: None
ABSENT: None

I, Gail T. Borkowski, 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 75 for the meeting on July 13, 2010.

Dated: July 13, 2010

Gail T. Borkowski, Clerk of the Board of Supervisors
County of Monterey, State of California

By  Deputy

RENEWAL AMENDMENT NO. 5
FOR PROFESSIONAL SERVICE AGREEMENT
BETWEEN Total Repair Express AND
THE NATIVIDAD MEDICAL CENTER
FOR
Repair & Maintenance SERVICES

The parties to Professional Service Agreement, dated April 5, 2005 between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Total Repair Express (Contractor), hereby agree to renew their Agreement No. (A-10448) on the following amended terms and conditions:

1. Contractor will continue to provide NMC with the same scope of service as stated in the original Agreement No. (A-10448).
2. This Renewal Amendment shall become effective on July 1, 2010 and shall continue in full force and extending the term date until June 30, 2011.
3. The total amount payable by County to Contractor under Agreement No. (A-10448) shall not exceed the total sum of \$760,000 for the full term of the Agreement and \$80,000 for fiscal year 2010-2011.
4. All other terms and conditions of the Agreement shall continue in full force and effect.
5. A copy of this Amendment shall be attached to the original Agreement No. (A-10448).

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

CONTRACTOR

Signature Grace Porezza

Dated 5/13/2010

Printed Name Grace Porezza

Title Contract Administrator

NATIVIDAD MEDICAL CENTER

Signature [Signature]
Purchasing Manager

Dated 6/11/10

Signature [Signature]
NMC - CEO

Dated 5/12/10

Approved as to Legal Form:

Charles J. McKee, County Counsel

By [Signature]
Stacy Saetta, Deputy
Attorneys for County and NMC

Dated: 5/19 2010

Reviewed as to fiscal provisions
[Signature]
Auditor-Controller
County of Monterey 5-19-10

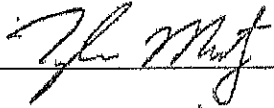
RENEWAL AMENDMENT NO. 4
FOR PROFESSIONAL SERVICE AGREEMENT
BETWEEN Total Repair Express Inc. AND
THE COUNTY OF MONTEREY
FOR
Repair and Maintenance SERVICES

The parties to Professional Service Agreement, dated April 5, 2005 between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Total Repair Express Inc. (Contractor), hereby agree to renew their Agreement No. (A-10448) on the following amended terms and conditions:

1. Contractor will continue to provide NMC with the same scope of service as stated in the original Agreement No. (A-10448),
2. This Renewal Amendment shall become effective on July 1, 2009 and shall continue in full force and extending the term date until June 30, 2010.
3. The total amount payable by County to Contractor under Agreement No. (A-10448) shall not exceed the total sum of \$680,000 for the full term of the Agreement; and \$150,000 for fiscal year 2009-2010.
4. All other terms and conditions of the Agreement shall continue in full force and effect.
5. A copy of this Amendment shall be attached to the original Agreement No. (A-10448)

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

CONTRACTOR

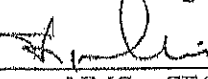
Signature 
Printed Name Tyler Mutz

Dated 3-13-09
Title Account Manager

COUNTY OF MONTEREY

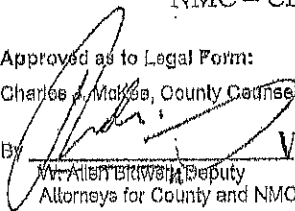
Signature _____
Purchasing Manager

Dated _____


Signature 
NMC - CEO

Dated 5/21/09

Approved as to Legal Form:
Charles A. Winkler, County Counsel

By  WILLIAM M. LITT
Deputy
Attorneys for County and NMC

Dated: 6/1 2008 9

Reviewed 
Auditor-Controller
County of Monterey 6-1-09

**RENEWAL AMENDMENT NO. 3
FOR PROFESSIONAL SERVICE AGREEMENT
BETWEEN Total Repair Express Inc. AND
THE COUNTY OF MONTEREY
FOR
Repair and Maintenance SERVICES**

The parties to Professional Service Agreement, dated April 5, 2005 between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Total Repair Express Inc. (Contractor), hereby agree to renew their Agreement No. (A-10448) on the following amended terms and conditions:

1. Contractor will continue to provide NMC with the same scope of service as stated in the original Agreement No. (A-10448).
2. This Renewal Amendment shall become effective on July 1, 2008 and shall continue in full force and extending the term date until June 30, 2009.
3. The total amount payable by County to Contractor under Agreement No. (A-10448) shall not exceed the total sum of \$530,000 for the full term of the Agreement; and \$150,000 for fiscal year 2008-2009.
4. All other terms and conditions of the Agreement shall continue in full force and effect.
5. A copy of this Amendment shall be attached to the original Agreement No. (A-10448).

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

CONTRACTOR

Signature 

Dated 3-10-08

Printed Name Tyler Metz

Title Account Manager

COUNTY OF MONTEREY

Signature _____

Dated _____

Purchasing Manager

Signature 

Dated APR 10 2008

NMC - CEO

Approved as to Legal Form:

Charles J. McKee, County Counsel

By 

W. Allen Bidwell, Deputy
Attorneys for County and NMC

Dated: 03-17-2008

(Original Agreement No. A-10448)

**RENEWAL AMENDMENT NO. 2
FOR PROFESSIONAL SERVICE AGREEMENT
BETWEEN Total Repair Express AND
THE COUNTY OF MONTEREY
FOR MAINTENANCE SERVICE OF**

Flexible endoscope equipment and other surgical equipment as needed

The parties to Professional Service Agreement, dated April 5, 2005 between the County of Monterey on behalf of Natividad Medical Center ("NMC"), and Total Repair Express, hereby agree to renew their Agreement No. A10448 on the following amended terms and conditions:

1. Contractor will continue to provide NMC with the same scope of service as stated in the original Agreement No. A-10448
2. This Renewal Amendment shall become effective on July 1, 2007 and shall continue in full force and extending the term date until June 30, 2008
3. The total amount payable by County to Contractor under Agreement No. A-10448 shall not exceed the total sum of \$491,400 for the full term of the Agreement; and \$145,600 for fiscal year 2007-2008 for repair or replace of old flexible scopes based on the needs of Natividad Medical Center.
4. All other terms and conditions of the Agreement shall continue in full force and effect.
5. A copy of this Amendment shall be attached to the original Agreement No. A-10448.

IN WITNESS WHEREOF, the parties hereto are in agreement with this Amendment and Professional Service Agreement on the basis set forth in this document and have executed this amendment on the day and year set forth herein:

CONTRACTOR

Signature: [Handwritten Signature]
Printed Name: LESLIE R. WITMAN

Dated: 5-28-2007
Title: Regional Sales Manager

COUNTY OF MONTEREY

Signature: [Handwritten Signature]
Title: Purchasing Manager

Dated: 7-8-07

Signature: [Handwritten Signature]
Title: NMC CEO

Dated: _____

Approved as to Legal Form:
Charter L. Nixie, County Counsel

By: [Handwritten Signature]
Title: Deputy Attorney for County and NMC

Dated: 6/14/07

(Original Agreement No. 10448)

RENEWAL AMENDMENT NO. 1
FOR PROFESSIONAL SERVICE AGREEMENT
BETWEEN *TOTAL REPAIR EXPRESS INC* AND
THE COUNTY OF MONTEREY

FOR
REPAIR AND MAINTENANCE OF FLEXIBLE/RIGID ENDOSCOPES AND OTHER SURGICAL
INSTRUMENTS SERVICES

The parties to Professional Service Agreement, dated April 5, 2005 between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and TOTAL REPAIR EXPRESS INC (Contractor), hereby agree to renew their Agreement No. 10448 on the following amended terms and conditions:

1. Contractor will continue to provide NMC with the same scope of service as stated in the original Agreement No. 10448.
2. This Renewal Amendment shall become effective on November 1, 2006 and shall continue in full force until June 30, 2007
4. The total amount payable by County to Contractor under Agreement No. 10448 shall not exceed the total sum of \$ 134,400.
5. All other terms and conditions of the Agreement shall continue in full force and effect.
6. A copy of this Amendment shall be attached to the original Agreement No. 10448

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

CONTRACTOR

Signature *Robert Sarratelli*

Dated 9/25/06

Printed Name Robert Sarratelli

Title Contractor

COUNTY OF MONTEREY

Signature *[Signature]*
Purchasing Manager

Dated 4/23/07

Signature *Andrea Rosenwady*
NMC - CEO
for Tom Winston

Dated 11/13/06

Approved as to Legal Form:

Charles J. McKee, County Counsel

By *W. Allen Bidwell*
W. Allen Bidwell, Deputy
Attorneys for County and NMC

October
Dated: June 12, 2008

COUNTY OF MONTEREY AGREEMENT FOR PROFESSIONAL SERVICES
(MORE THAN \$25,000)*

This Professional Services Agreement ("Agreement") is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and Total Repair Express, LLC (hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

- SERVICES TO BE PROVIDED.** The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in Exhibit A in conformity with the terms of this Agreement. The services are generally described as follows: Provide repair and maintenance of flexible/rigid endoscopes, surgical powered instruments, stainless steel phaco hand pieces, air hoses, diamond knives, fiberoptics, replacement bulbs and batteries, information systems, equipment leasing and sourcing
- PAYMENTS BY COUNTY.** County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A, 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 \$70,000.00 *MAY 18, 2006*
- TERM OF AGREEMENT.** The term of this Agreement is from April 5, 2005 to April 4, 2007, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and CONTRACTOR may not commence work before County signs this Agreement.

4. ADDITIONAL PROVISIONS/EXHIBITS. The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

5. PERFORMANCE STANDARDS.

5.01. CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

5.02. CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

*Approved by County Board of Supervisors on _____

5.09. CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6. PAYMENT CONDITIONS.

6.01. CONTRACTOR shall submit to the Contract Administrator an invoice on a form acceptable to County. If not otherwise specified, the CONTRACTOR may submit such invoice periodically or at the completion of services, but in any event, not later than 90 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice as the County may require. The Contract Administrator or his or her designee shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

6.02. CONTRACTOR shall not receive reimbursement for travel expenses unless set forth in this Agreement.

7. TERMINATION.

7.01. During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

7.02. The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

8. INDEMNIFICATION. CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9. INSURANCE.

9.01. Insurance Coverage Requirements: Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

Exemption/Modification (Justification attached; subject to approval).

Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

Exemption/Modification (Justification attached; subject to approval).

Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

Exemption/Modification (Justification attached; subject to approval).

Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

Exemption/Modification (Justification attached; subject to approval).

9.02. Other Insurance Requirements. All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-83 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement which entitles County, at its sole discretion, to terminate this Agreement immediately.

10. RECORDS AND CONFIDENTIALITY.

10.01. Confidentiality. CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

10.02. County Records. When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.

10.03. Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.

10.04. Access to and Audit of Records. The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

10.05. Royalties and Inventions. County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

11. **NON-DISCRIMINATION.** During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12. **COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANT.** If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13. **INDEPENDENT CONTRACTOR.** In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

14. **NOTICES.** Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County's and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	FOR CONTRACTOR:
Natividad Medical Center Attn: Contract Mgmt.	
_____ Name and Title	_____ Name and Title
1441 Constitution Blvd., Salinas, CA 95906	
_____ Address	_____ Address
831-755-4184 fax: 831-755-4188	
_____ Phone	_____ Phone

15. **MISCELLANEOUS PROVISIONS.**

15.01. Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement which would directly or indirectly conflict in any manner

or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.

15.02. Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

15.03. Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

15.04. Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

15.05. Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.

15.06. Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

15.07. Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

15.08. Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.

15.09. Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

15.10. Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.

15.11. Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.

15.12. Non-exclusive Agreement. This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

15.13. Construction of Agreement. The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

15.14. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

15.15. Authority. Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

15.16. Integration. This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.

15.17. Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

This space is left blank, intentionally.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

CONTRACTOR

By: [Signature]
Purchasing Manager

T.R.E.
Contractor's Business Name*

Date: 5-18-06

By: Andrew Rosenberg for Chad Chadwick
Department Head (if applicable)

By: Christian Mills
(Signature of Chair, President, or Vice-President)†

Date: 4/17/06

By: _____
Board of Supervisors (if applicable)

Christian Mills - CEO
Name and Title
Date: 4-6-06

Date: _____

Approved as in Form W. Allen Bidwell

By: Robert Scarpelli
(Signature of Secretary, Asst. Secretary, CFO, or Asst. Treasurer)*
Robert Scarpelli Controller
Name and Title

By: Deputy County Counsel

Date: 04-03-2006

Approved as to Fiscal Provisions

Date: 4/6/06

By: _____
Auditor/Controller

Date: _____

APPROVED AS TO LIABILITY PROVISIONS
RISK MANAGEMENT
COUNTY OF MONTEREY

APPROVED AS TO INDEMNITY/
INSURANCE LANGUAGE
Risk Management†

By: [Signature]

Date: 4/17/06

County Board of Supervisors' Agreement Number: _____

*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. 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. 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.

† Approval by Risk Management is necessary only if changes are made in paragraph 8 or 9.

EXHIBIT A

SERVICE AGREEMENT

THIS SERVICE AGREEMENT (the "Agreement") is made and entered into this 6th day of April 2006 by and between NATIVIDAD HOSPITAL (the "HOSPITAL"), and Total Repair Express, LLC ("TRE").

WHEREAS, HOSPITAL operates a licensed general acute care hospital providing endoscopy services,

WHEREAS, TRE is engaged in the business of providing endoscopy equipment maintenance and repair services,

WHEREAS, HOSPITAL desires to engage the services of TRE to provide endoscopy equipment repair and maintenance services according to the terms and conditions provided in this Agreement,

WHEREAS, TRE desires to render endoscopy equipment repair and maintenance services to HOSPITAL according to the terms and conditions provided in this Agreement,

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties hereto agree as follows:

A. RESPONSIBILITIES OF TRE

TRE shall provide endoscopy equipment maintenance and repair services to HOSPITAL during normal hours of business operations. Normal hours of operations are considered to be Monday through Friday, 8:00 a.m. to 6:00 p.m. Eastern Standard Time excluding standard holidays.

1. TRE shall respond within four (4) hours after receipt of a request for service from a qualified Hospital staff member for all local pick-up and delivery. Local pick-up and delivery shall mean within an area having a 100-mile radius of a service center of TRE.
2. After an endoscope is brought into a service center via local pick-up or through mail courier or other means, a certified TRE technician will call the designated HOSPITAL staff member to discuss the repair needs, the associated estimate for repair, and the expected time of equipment delivery back to HOSPITAL.
3. TRE shall provide repair services on the following types of endoscopy equipment:
 - a). Flexible Endoscopes
 - b). Rigid Endoscopes
 - c). Power Equipment
4. HOSPITAL shall permit TRE to perform Preventative Maintenance Inspections ("PMI") on the HOSPITAL's endoscopes quarterly at no additional cost to HOSPITAL. HOSPITAL may request additional PMIs on the HOSPITAL's endoscopes at no cost to Hospital. PMIs shall be performed at such time during normal hours of operation as is mutually acceptable to HOSPITAL and TRE. During each PMI, a designated TRE staff member will inspect all of the HOSPITAL's flexible endoscopes.
5. TRE shall also provide, at no cost to HOSPITAL, instruction to HOSPITAL employees on the proper care and use of flexible endoscopes.
6. HOSPITAL shall be permitted to send a flexible endoscope to any TRE service center for maintenance or repair.

7. Flexible endoscopes found to be unrepairable by TRE, at the HOSPITAL's request, will be returned to the HOSPITAL or sent to the manufacturer for repair for no additional cost to the Hospital.

B. RESPONSIBILITIES OF HOSPITAL

HOSPITAL shall provide the following:

1. A suitable and safe environment for the use, maintenance and storage of endoscopy equipment.
2. The HOSPITAL shall use the endoscopy equipment maintenance and repair services of TRE exclusively during the term of the Agreement for the equipment listed. (See Attachment "B").
3. Use of the endoscopy equipment as intended, exercising due care in use and handling.

C. BILLING AND THE SCHEDULE

1. TRE's fees for the endoscopy maintenance and repair services to be provided hereunder shall be as specified in Attachment A hereto.
2. HOSPITAL will pay TRE for each invoice delivered within thirty- (30) days of receipt of the invoice (see attachment "A").
3. HOSPITAL shall remit full payment of each invoice to:
TRE at 10-11 Hens Ct., Millborough, NJ 08844

D. WARRANTIES AND LIMITATION OF LIABILITIES

1. TRE warrants that all equipment maintenance, repairs and parts shall be free of defects in material and workmanship with respect to flexible endoscopes for a period of one hundred and twenty (120) days following such maintenance and/or repairs; including bending rubbers shall be unconditionally warranted for a period of the first thirty- (30) days.
2. Any equipment that TRE has performed repairs or services work on that subsequently are deemed unsuccessful and that need to be forwarded to the Manufacturer, shall first be discussed with and/or evaluated by an authorized TRE representative.
3. Except with respect to any maintenance or repair services provided by TRE, HOSPITAL shall be responsible for its own endoscopy equipment while located in the HOSPITAL.
4. TRE shall maintain, at its own expense, property and transit insurance covering serviced equipment while in TRE's possession, in route via TRE driver, and during mail delivery transported by TRE in the amount of \$100,000 per occurrence, which shall be the maximum amount for which TRE shall be liable to HOSPITAL for any damage to any endoscopy equipment.
5. TRE shall maintain comprehensive public liability insurance and professional liability coverage for all personnel employed for endoscopy maintenance and repair services in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, which shall be the maximum amount for which TRE shall be liable to HOSPITAL in such case.
6. TRE shall provide HOSPITAL with satisfactory evidence of such insurance.

7. EXCEPT AS SPECIFICALLY STATED ABOVE, TRE MAKES NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE NOR ANY OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY IN CONNECTION WITH THE MAINTENANCE AND REPAIR SERVICES PROVIDED UNDER THIS AGREEMENT.

8. HOSPITAL hereby agrees to indemnify and hold TRE harmless from any liability to HOSPITAL, its employees, agents, successors and assigns, or any third parties for damages of any kind whatsoever, including but not limited to ordinary, special or consequential damages, from injury or loss to persons, property, equipment, or interference with other activities, where such injuries or damages result from, or are caused directly or indirectly by HOSPITAL, its employees, agents, successors and assigns, or any third party accessing HOSPITAL's facilities.

TRE hereby agrees to indemnify and hold HOSPITAL harmless from any liability to TRE, its employees, agents, successors and assigns, or any third parties for damages of any kind whatsoever, including but not limited to ordinary, special or consequential damages, from injury or loss to persons, property, equipment, or interference with other activities, where such injuries or damages result from, or are caused directly or indirectly by TRE, its employees, agents, successors and assigns, or any third party accessing TRE's facilities.

HOSPITAL's sole and exclusive remedies for any damage or loss resulting from or in any way connected with any maintenance or repair services provided under this Agreement, whether by TRE's breach of warranty, negligence or any breach of any other duty, shall be, at TRE's option, and as soon as practicable, replacement of any defective repair or reperformance of services or credit of an appropriate portion of any payment made or to be made by HOSPITAL with respect to such maintenance and repair services.

TRE shall have no liability or responsibility for any maintenance or repair services performed by HOSPITAL or any of its agents or employees, including, but not limited to, any HOSPITAL employees participating in any certification program conducted by TRE.

Anything to the contrary herein notwithstanding, under no circumstances shall TRE be liable to HOSPITAL or any other person for special or consequential damages or for indirect damages of any character, or any exemplary or punitive damages.

This section shall govern all actions by the parties to this Agreement for damages, irrespective of whether liability is premised on a contractual, non-contractual or statutory basis of recovery.

9. TRE is not responsible for any repairs due to improper or abusive use, handling or storage of endoscopy equipment by Hospital or any of its medical practitioners.

E. RESOLUTION OF PROBLEMS AND DISAGREEMENTS

The parties hereto agree that in the event of any problems or disagreements arising out of the services provide hereunder, they shall discuss and attempt to resolve any such problems or disagreements. HOSPITAL shall give TRE written notice of any claim of default by TRE under this Agreement and TRE shall have thirty (30) days within which to commence cure of such default.

This Agreement and the rights of the parties hereto shall be governed by and construed and enforced in accordance with the substantive laws of the State of Maryland without reference to the laws of any other state or jurisdiction. The parties hereby irrevocably consent and agree that any legal proceeding arising out of or in connection with this Agreement or the rights of the parties hereto may be commenced and prosecuted to conclusion in Baltimore County, Maryland.

Either party may terminate this Agreement, without cause, upon thirty- (30) days written notice to the other party.

F. PERFORMANCE OBLIGATIONS

Neither TRE nor HOSPITAL shall be liable for delays or non-performance of their obligations under this Agreement if such delays or non-performance are caused by events or circumstances, which are beyond their control.

G. RELATIONSHIP OF PARTIES

It is understood that each party hereto is an independent contractor with respect to the other and not an agent, employer, servant or employee thereof or joint venturer therewith.

H. GOVERNING LAW

The Agreement shall be governed by the applicable law of the State of ^{California} ~~Maryland~~; *DJS*
AL

I. NOTICE

Any and all notices required to be given pursuant to the terms and conditions of this Agreement must be in writing, delivered by United States mail, postage prepaid, return receipt requested and forwarded to the following addresses:

FOR TRE: David Santaspirt, VP Sales & Marketing
Total Repair Express LLC
10-1 Hene Ct.
Hillsborough, NJ 08808

FOR HOSPITAL: Lee Butler, Bio Med Department
Natividad Hospital
1441 Constitution Blvd.
Salinas, CA 93908

J. ASSIGNMENT

Neither party may assign this Agreement without the prior written consent of the other party.

K. ENTIRE UNDERSTANDING

This Agreement contains the entire understanding of the parties hereto with respect to the subject matter contained herein. It supersedes all other agreements between the parties on the same subject matter, whether written or oral. This Agreement may not be amended or modified except by a writing signed by an authorized representative of TRE and HOSPITAL.

L. SEPARABLE PROVISIONS

The provisions of this Agreement are independent of and separate from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other provision may be invalid or unenforceable in whole or in part.

M. ACCESS TO RECORDS

During the term of this Agreement and for a period of four (4) years thereafter, TRE will make available, and will cause each related organization with which it has a subcontract to provide services in connection with this Agreement to also make available to HOSPITAL and to the appropriate governmental authority as requested by HOSPITAL in writing, copies of this Agreement and any books, documents, and records of TRE and of any such related organization that are required by federal statute or regulation to certify the nature and extent of the cost claimed by HOSPITAL with respect to the product and services provided in connection with this Agreement.

N. WAIVER

Waiver of a term, condition or a breach of any provision of this Agreement shall not be deemed a waiver of any other term, condition or a subsequent breach of the same provision.

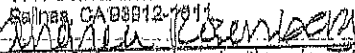
O. TERM OF AGREEMENT

The term of this Agreement shall be April 5, 2005 (or date signed contract is received by TRE; whichever is later) and end twenty-four (24) months later.

IN WITNESS WHEREOF, the parties have duly authorized and caused their respective officers to execute this Agreement.

Natividad Medical Center
1441 Constitution Blvd.
Salinas, CA 93912-1011

Total Repair Express LLC
10-1 Liens Ct.
Hillsborough, NJ 08042


Signature for Chad Chastler


Signature

Andrea Rosenberg
Print Name

David Santasplit
Print Name

Chief Operating Officer
Title

Vice President Sales & Marketing
Title

4/17/06
Date

4.7.06
Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/3/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Schneider Group P.O. Box 42040 Tucson, AZ 85733-2040 Jodi Vick	CONTACT NAME:	
	PHONE (A/C, No, Ext):	520.670.1111 x7119
	FAX (A/C, No):	520.670.1121
	E-MAIL ADDRESS:	
	PRODUCER CUSTOMER ID #:	
INSURED Total Repair Express, LLC 10-1 Ilene Court Hillsborough NJ 08844	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Mid-Continent Casualty	
	INSURER B: RSUI Indemnity Company	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 2011-2012 GL/UMB REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		02GL000809656	01/01/2011	01/01/2012	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ Excluded
	<input checked="" type="checkbox"/> Incl Hired Auto					PERSONAL & ADV INJURY \$ 1,000,000
<input checked="" type="checkbox"/> Incl NonOwned Auto					GENERAL AGGREGATE \$ 3,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG \$ 3,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					\$
	AUTOMOBILE LIABILITY		REFERENCED ABOVE	01/01/2011	01/01/2012	COMBINED SINGLE LIMIT (Ea accident) \$ Included
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL-OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS					\$
	<input type="checkbox"/> NON-OWNED AUTOS					\$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR		NEA227308	01/01/2011	01/01/2012	EACH OCCURRENCE \$ 7,000,000
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 7,000,000
	DEDUCTIBLE					\$
	RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A			E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER Natividad Medical Center 1441 Constitution Blvd Salinas, CA 93906	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Daniel Schneider/JODI

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**ADDITIONAL INSURED - OWNERS, LESSEES
or CONTRACTORS**

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

COUNTY OF MONTEREY ITS AGENTS, OFFICERS AND EMPLOYEES

1. **WHO IS AN INSURED (Section II)** is amended to include as an Insured the person or organization shown in the Schedule, but only with respect to liability directly attributable to your performance of "your work" for that Insured.
2. With respect to 1. above the following additional provisions apply:

4. Other Insurance

The insurance afforded by this Coverage Part is primary insurance and we will not seek contribution from any other insurance available to the Insured unless the other insurance is provided by a contractor other than the above-named additional Insured. We shall be considered as excess insurance of any other insurance provided by a contractor other than the above named additional Insured.

This amendment applies only when you have agreed by written "Insured contract" to designate the person or organization listed above as an additional Insured subject to all provisions and limitations of this policy.

All other conditions remain unchanged