

**AMENDMENT NO. 4
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN KARL STORZ ENDOSCOPY-AMERICA, AND
NATIVIDAD MEDICAL CENTER
FOR
EQUIPMENT REPAIR AND MAINTENANCE SERVICES**

This Amendment No. 4 to the Professional Services Agreement ("Agreement"), dated May 5, 2011 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (hereinafter "NMC"), and Karl Storz Endoscopy-America, (hereinafter "CONTRACTOR"), with respect to the following:

RECITALS

WHEREAS, the Agreement was executed for Equipment Repair and Maintenance Services with a one year term and a total Agreement amount not to exceed \$35,712.50; and

WHEREAS, NMC and CONTRACTOR amended the Agreement on November 1, 2011 via Amendment No. 1 to add an additional \$42,405.00, thereby increasing the total agreement amount to \$78,117.50; and

WHEREAS, NMC and CONTRACTOR amended the Agreement on July 1, 2012 via Amendment No. 2 to extend the term for an additional one year period through June 30, 2013 and to add an additional \$80,290.00, thereby increasing the total agreement amount to \$158,407.50; and

WHEREAS, NMC and CONTRACTOR amended the Agreement on July 1, 2013 via Renewal and Amendment No. 3 to extend the term for an additional two year period through June 30, 2015 and to add an additional \$235,670.00 thereby increasing the total agreement amount to \$394,077.50; and

WHEREAS, NMC and CONTRACTOR currently wish to amend the Agreement to extend it for an additional two year period through June 30, 2017 to allow for services to continue with replacement of the original scope of work attached hereto as "Exhibit A-4 per Amendment No. 4" with a \$208,800 increase for the added services for a total Agreement amount of \$602,877.50.

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 Original Agreement and in Renewal and Amendment No 1, Amendment No. 2, and Renewal and Amendment No. 3 incorporated herein by this reference, except as specifically set forth below.

1. Section 1, "PAYMENTS BY NMC" shall be amended to the following; *"NMC shall pay the CONTRACTOR in accordance with the payment provisions set forth in EXHIBIT A-4 as per Amendment No. 4 attached hereto this Amendment No. 4. The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$602,877.50. "*
2. The first sentence of Section 2 "TERM OF AGREEMENT" shall be amended to the following; *"The term of this Agreement is May 5, 2011 to June 30, 2017 unless sooner terminated pursuant to this Agreement"*

3. Section 3, "ADDITIONAL PROVISIONS/EXHIBITS" shall be amended to the following:
"The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:
Exhibit A-4: Revised Scope of Services/Payment Provisions as per Amendment No. 4".
4. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 4 and shall continue in full force and effect as set forth in the Agreement and in Amendment No. 1, Amendment No. 2 and Renewal and Amendment No. 3.
5. A copy of this Amendment No. 4 shall be attached to the Original Agreement.

IN WITNESS WHEREOF, the parties hereto are in agreement with this Amendment No. 4 on the basis set forth in this document and have executed this Amendment on the day and year set forth herein.

Natividad Medical Center

By: _____
Gary R. Gray, DO, Interim CEO

Date: _____

APPROVED AS TO LEGAL PROVISIONS

By: AB
Monterey County Deputy County Counsel

Date: April 17, 2015

APPROVED AS TO FISCAL PROVISIONS

By: [Signature]
Monterey County Deputy Auditor/Controller

Date: 5-5-15

CONTRACTOR

Karl Storz Endoscopy-America, Inc.
CONTRACTOR's Business Name*** (see instructions)

[Signature]
Signature of Chair, President, or Vice-President

SARA THOMAS, DIRECTOR OF CONTRACTS
Name and Title

Date: 4/13/15

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

Name and Title

Date: _____

***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 and individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement (one signature required)



RE: Protection1® Custom Service Solution Agreement

April 13, 2015

To: Sue Rodgers, Periop and ER Director
Natividad Medical Center
Email: rodgerss@natividad.com
Phone: 831.772.7789

Dear Sue,

Attached is a **Renewal Custom Service Solution Agreement**. Your previous agreement was purchased last year on PO# DO9600000005352 and the warranty period for these devices will expire on 6/30/2015. This No-fault agreement will extend and supply full coverage of the products listed. Since these products are a major investment and are costly to repair, our No-Faults are priced to save you money in your repair budget.

Our Custom Service Solution agreement includes the following:

Benefits of our No-Fault service plan are:

- ✓ **Unlimited Repairs** for covered KARL STORZ products,
- ✓ **No unpleasant surprises** or unbudgeted repair costs, just simple fixed monthly charges,
- ✓ **Coverage is Transferable** when upgrading your Camera heads, Rigid scopes and all other electromechanical devices.
- ✓ **Priority repair turn-around** which allows maximum inventory availability and minimizes OR delays,
- ✓ **Free return shipping** from our facilities, including free shipping supplies,
- ✓ **24/7/365 Technical Service Support.**

To Renew the No-Fault Service Agreement, sign the attached document and send it back to my Service Specialist, Kevin Van Dolah at 877-565-9340 (fax) or kevin.vandolah@karlstorz.com, along with a copy of your purchase order. The No-Fault will be billed in equal monthly installments for the length of the agreement. Should you have any questions or need additional information, I can be reached at (516) 662-4358.

Best Regards,

Steven Forrest
Surgical Sales Executive
San Jose/East Bay
KARL STORZ Endoscopy-America, Inc
steven.forrest@karlstorz.com
Cell: 650-867-3953

Craig Lingel
Area Sales Manager, West
Protection 1® Services
KARL STORZ Endoscopy-America, Inc
Craig.Lingel@karlstorz.com
Cell: 925.588.1617

Kevin Van Dolah
Sr. Service Specialist,
Protection 1® Services
KARL STORZ Endoscopy-America, Inc
kevin.vandolah@karlstorz.com
Office: 800.421.0837 Ext 8779
Toll-Free Fax: (877) 565-9340

KARL STORZ PROTECTION 1® CUSTOM SERVICE SOLUTIONS

CUSTOMER NAME:	Natividad Medical Center		
CUSTOMER ADDRESS:	1441 Constitution Blvd		
CITY, STATE, ZIP CODE:	Salinas CA 93906-3100		
CUSTOMER ACCOUNT #:	109331	SHIP TO:	310263
SERVICE TERM:	2 YEARS	EFFECTIVE DATE:	7/1/2015 to 6/30/2017
PROPOSAL EXPIRATION DATE	7/28/2015	MONTHLY CHARGE:	\$8700

KARL STORZ Endoscopy-America, Inc. ("KSEA") and Customer (identified above) hereby enter into this PROTECTION 1® NO-FAULT SERVICE AGREEMENT ("Agreement") for the exchange and repair needs of Customer's KSEA branded products listed on Exhibit A ("Products and No-Fault Price Schedule"). The following terms and conditions apply to all transactions covered under this Agreement.

1. **KSEA Obligations.**

- (a) Provide labor and replacement parts, as necessary, to return the Products to normal operating condition, provided that such service is necessitated by device failure during normal usage for its intended purpose and such failure is not otherwise excluded from coverage. The number of repairs or exchanges that may be performed on the Products covered by this Agreement is unlimited. All replaced parts shall become the property of KSEA.
- (b) Provide Field Service Technician visits at no charge, where coverage is available*.
- (c) Provide automatic free technology upgrades, as designated by KSEA, at the time of exchange or repair.
- (d) Upon request provide Damage Evaluation Report for each Product submitted and Transaction Summary Reports.
- (e) Pay shipping costs from and to Customer using KSEA preferred carrier.

2. **Exclusions.** The following items are excluded from coverage under this Agreement: Cosmetic damage; Products that have been altered other than by KSEA; Consumable or disposable supplies (light bulbs, lamps, tubing, fuses, filters, electrodes, batteries, print packs, etc.); Damage resulting from Customer's failure to follow manufacturers recommendations for care and handling; Gross abuse and neglect.

3. **Customer Obligations.**

- (a) **Concurrent with the execution and delivery of this Agreement, customer shall also provide a "hard copy" Purchase Order (P.O.) for the services to be provided during the full term of this Agreement.**
- (b) Utilize KSEA as its provider of the services for all Products.
- (c) Submit all Products to KSEA in a high-level disinfected or sterilized condition only.
- (d) Obtain a Return Material Authorization (RMA) number from KSEA prior to submitting any Products to KSEA for exchange or repair.
- (e) Submit all Products to be exchanged to KSEA within ten (10) business days after issuance of a RMA number. If the damaged product is not returned within thirty (30) days of receipt of the replacement product, Customer will be invoiced for the List Price of the replacement less any applicable discounts.

4. **Billing.** KSEA shall invoice Customer for the total monthly Service Fee as set forth above on a monthly basis, in advance, commencing on the Effective Date. If applicable, the Service Fee shall be prorated for any partial periods during the Term. KSEA shall reference this P.O. on all invoices.

5. **Term: Termination.**

- (a) **Term.** The term ("Service Term") of this Agreement will commence on the date this Agreement is executed on behalf of KSEA ("Effective Date") and will continue for the period set forth above.
- (b) **Termination.** Either party may terminate this Agreement prior to the scheduled End Date without cause upon ninety (90) days prior written notice to the other party. Either party may terminate this Agreement with cause if the terminating party notifies the other party in writing of the basis for cause and such other party does not cure same within thirty (30) days after receipt of such written notice. In the event of termination for cause by KARL STORZ, or in the event of termination without cause by Customer; Customer agrees to pay within thirty (30) days of termination all the amounts due under the remaining term of the Agreement.


6. **Limited Repair Warranty.** All repairs shall be performed in a good and workmanlike manner and all replaced parts shall be free from defects in materials and workmanship for the remainder of the original product warranty period (if any) or ninety (90) days from the date of such repair, whichever is longer, when used by qualified medical personnel who are trained in their use. This limited repair warranty is in lieu of all other repair warranties, express, implied and/or statutory, including, but not limited to, warranties of merchantability, fitness and/or of suitability for a particular purpose, with respect to all KSEA repair services. Any and all other repair warranties, representations and/or guarantees, of any type, nature or extent, implied or

express, and/or whether arising under or as a result of any statute, law, commercial usage, custom, trade or otherwise, are hereby expressly excluded and disclaimed.

7. **Entire Agreement.** This Agreement, Exhibit A (Products and No-Fault Price Schedule) and Exhibit B (General Standard Terms and Conditions) attached hereto constitute the entire agreement between KSEA and Customer with respect to the transactions contemplated herein and supersede all prior oral or written agreements, commitments or undertakings with respect thereto.

* Please check with your KSEA representative for availability of FST Services.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the Effective Date.

KARL STORZ Endoscopy-America, Inc.	Customer:
Authorized Agent: Sara Thomas	Authorized Agent:
Title: Director of Contracts & Revenue Management	Title: E-mail address:
Signature: 	Signature:
Date: 4/12/15	Date:

<p>If you would like to receive an original counter-signed copy from KARL STORZ, please mail 2 original Customer signed copies, along with a copy of your purchase order to the following address:</p> <p>KARL STORZ Endoscopy-America, Inc. ATTN: Kevin Van Dolah 2151 E. Grand Avenue El Segundo, CA 90245-5017</p>	<p><u>For electronic submittal:</u> Please FAX a signed copy of this Agreement, along with a copy of your purchase order to: ATTN - Kevin Van Dolah: Facsimile # (877) 565-9340 OR Email a scanned signed copy to: Kevin.vandolah@karlstorz.com</p> <p>Please include a return Fax #, or Email address, for the return of a KSEA counter-signed copy</p>
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EXHIBIT A
PRODUCTS AND NO-FAULT PRICING SCHEDULE

Products subject to this Agreement;

Quantity	Model #	Serial #	CSS #	Description
3	R13801NKS	*	CAM-GASTRO	VIDEO GASTROSCOPE COLOR SYSTEM NTSC
1	R11278AU1	*	CAM-UROLOGY	FLEX-X ² URETERO-RENO FIBERSCOPE,FLEXIBLE
2	R27010LA	*	CAM-UROLOGY	URETERO-RENSCOPE, 7FR X 43CM,
14	R26046AA R26046BA R26003AA R26003BA	*	CAM-LAPAROSCOPY	HOPKINS II TELESCOPES
3	R26003AE	*	CAM-LAPAROSCOPY	ENDOCAMELEON HOPKINS TELESCOPE, 0-120°
22	495NE 495ND 495NA	*	CAM-VIDEOIMAGING	LIGHT CABLE
11	22220055-3	*	CAM-VIDEOIMAGING	IMAGE 1,H3-Z HEAD,ZOOM,50/60HZ,CE
1	27020AA	*	CAM-ENT	TELESCOPE,HOPKINS FORWARD OBLQ
1	10023ABA	*	CAM-ENT	TELESCOPE HOPKINS STRGHT
2	10328AA 10328BA	*	CAM-ENT	TELESCOPE,HOPKINS AUTOCLAV
1	11302BDX	*	CAM-ANESTHESIA	FLEX. INTUBATION VIDEO SCOPE, 4.0 X 65CM
1	11301BNX	*	CAM-ANESTHESIA	FLEX. INTUBATION VIDEO SCOPE

1	8401AX	*	CAM-ANESTHESIA	C-MAC-VIDEOLARYNGOSCOPE, MAC #3
2	8401AXC	*	CAM-ANESTHESIA	C-MAC VIDEO LARYNGOSCOPE # 3
1	8401BX	*	CAM-ANESTHESIA	C-MAC VIDEO LARYNGOSCOPE # 4, W/SUCTION
2	8401BXC	*	CAM-ANESTHESIA	C-MAC VIDEO LARYNGOSCOPE # 4,
2	8401HX	*	CAM-ANESTHESIA	DOERGES DIFFICULT AIRWAY BLADE F/C-MAC

*Serial numbers will be inserted upon booking of the agreement.

	2 Year Option	
Annual Charge	\$104,400 Per year	
Monthly Charge	\$8,700	
Number of monthly payments	24	

Choose your yearly option and lock in the price; the longer the term, the more savings!