

**AMENDMENT NO. 2
TO SERVICES AGREEMENT
BETWEEN STRYKER SALES CORPORATION DBA STRYKER INSTRUMENTS AND
NATIVIDAD MEDICAL CENTER
FOR
PREVENTATIVE MAINTENANCE ON POWER TOOLS AND NEPTUNE EQUIPMENT**

This Amendment No. 2 to the Services Agreement (“Agreement”) which was effective on May 1, 2018 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (hereinafter “NMC”), and Stryker Sales Corporation dba Stryker Instruments. (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 preventative maintenance on surgical Power Tools and Neptune equipment with a term May 1, 2018 through April 30, 2020 and a total Agreement amount not to exceed \$69,789; and

WHEREAS, NMC and CONTRACTOR amended the Agreement on May 15, 2019 via Amendment No. 1 to add a Procure Protect maintenance and repair plan on endoscopy equipment for a thirty six (36) month period through May 14, 2022, and to add an additional \$114,300, thereby increasing the total Agreement amount to \$184,089; and

WHEREAS, NMC and CONTRACTOR currently wish to amend the Agreement to add a Prevent Care maintenance and repair plan on endoscopy equipment for a twenty four (24) month period costing \$3,159.46 per month (\$75,827.04 total cost for 24 months) for a revised total Agreement amount of \$259,916.04.

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 and in Amendment No. 1 incorporated herein by this reference, except as specifically set forth below.

1. Paragraph titled, “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 plus EXHIBIT A-2 as per Amendment No. 2 attached hereto this Amendment No. 2. The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$259,916.04.”
2. Paragraph titled, “SCOPE OF SERVICES AND 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: Scope of Services/Payment Provisions for Power Tools & Neptune Equipment
Exhibit A-1: Product Service Plan and Inventory Sheet for Power Tools & Neptune Equipment
Exhibit B: Additional Risk Provisions
Exhibit C: Scope of Services/Payment Provisions for Procure Protect Plan for Endoscopy Equipment
Exhibit D: Scope of Services/Payment Provisions for Prevent Care Plan for Endoscopy Equipment.”***
3. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 2 and shall continue in full force and effect as set

forth in the Agreement and in and Amendment No. 1.

4. A copy of this Amendment No. 2 shall be attached to the Agreement.
5. This Amendment No. 2 shall be effective when signed by both parties.

The remainder of this page was intentionally left blank.

~ Signature page to follow ~

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No. 2 on the basis set forth in this document and have executed this Amendment No. 2 on the day and year set forth herein.

NATIVIDAD MEDICAL CENTER

By: _____
Gary R. Gray, DO, CEO

Date: _____

APPROVED AS TO LEGAL PROVISIONS

By: *Stacy L. Salter*
Monterey County Deputy County Counsel

Date: 9/22/2020

APPROVED AS TO FISCAL PROVISIONS

By: *gary k giboney*
Monterey County Deputy Auditor/Controller

Date: 9-24-2020

CONTRACTOR

Stryker Sales Corporation dba Stryker Instruments
CONTRACTOR's Business Name
See instructions below

By: *Tara R. Gish* 6/2/2020
(Signature of: Chair, President, or Vice-President)

Tara R. Gish, Supervisor - ProCare Contract Coordinator
Name and Title

Date: _____

By: *Wendy M. Ritsema*
(Signature of: Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Wendy M. Ritsema; Contract Coordinator - ProCare
Name and Title

Date: June 2, 2020

*****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).

6201 Sprinkle Road
 Portage, MI 49002
 t: 1-800-253-3210
 www.stryker.com



Instruments

Quote Number: 10340461
 Prepared For: NATIVIDAD MED CTR
 Account Number: 210367

CUSTOMER'S COPY
Proposal

Proposal Submitted To		From
Name:	NATIVIDAD MED CTR	Madison Kenny
Address:	1441 CONSTITUTION BLVD SALINAS, California 93906-3100	madison.kenny@stryker.com
Phone:	+18317554316	Work # Mobile #
Email:	We are pleased to submit our quotation on the following Stryker Instruments products.	

PROCARE COVERAGE

Existing Equipment

Product	Description	Yrs.	Qty
0703-001-000W	Neptune 3 Rover ProCare	1.25	4
0702-014-000W	Neptune 2 Docker ProCare	2.00	1
4505-000-000W	System 8 Cordless Driver ProCare Dual Exchange	2.00	2
4405-000-000W	Cordless Driver 4 ProCare	2.00	3
4408-000-000W	Sabo 2 Saw ProCare	2.00	3
4000-000-000W	Cordless/Rotary Atch ProCare Advanced Cutting	2.00	6
7212-000-000W	System 7 Small Battery ProCare Advanced Cutting	2.00	6
6400-015-000W	RemB Micro Drill ProCare Dual Exchange	2.00	2
6400-031-000W	RemB Oscillating Saw ProCare Dual Exchange	2.00	2
6400-034-000W	RemB Sagittal Saw ProCare Dual Exchange	2.00	2
6400-037-000W	RemB Recip Saw ProCare	2.00	2

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Instruments

**Product Service Plan - Exhibit A
 Equipment Inventory**

Quote Number: 10340461
 Prepared For: NATIVIDAD MED CTR
 Account Number: 210367

Repair Items Exhibit A - Section A

Product #	Description	Serial #
0703-001-000W	Neptune 3 Rover ProCare	1708117113
0703-001-000W	Neptune 3 Rover ProCare	2004104373
0703-001-000W	Neptune 3 Rover ProCare	2004207433
0703-001-000W	Neptune 3 Rover ProCare	2004403893
0702-014-000W	Neptune 2 Docker ProCare	1600407473
4505-000-000W	System 8 Cordless Driver ProCare	1833329153
4505-000-000W	System 8 Cordless Driver ProCare	1900916583
4405-000-000W	Cordless Driver 4 ProCare	1620310573
4405-000-000W	Cordless Driver 4 ProCare	1620405673
4405-000-000W	Cordless Driver 4 ProCare	1620420583
4408-000-000W	Sabo 2 Saw ProCare	1621900673
4408-000-000W	Sabo 2 Saw ProCare	1621900703
4408-000-000W	Sabo 2 Saw ProCare	1621900523
6400-015-000W	RemB Micro Drill ProCare	1622207713
6400-015-000W	RemB Micro Drill ProCare	1621813253
6400-031-000W	RemB Oscillating Saw ProCare	1625001793
6400-031-000W	RemB Oscillating Saw ProCare	1625001783
6400-034-000W	RemB Sagittal Saw ProCare	1625106423
6400-034-000W	RemB Sagittal Saw ProCare	1625106433
6400-037-000W	RemB Recip Saw ProCare	1625404473
6400-037-000W	RemB Recip Saw ProCare	1625404483
6400-062-000W	RemB Dedicated Driver ProCare	1606503003
6400-062-000W	RemB Dedicated Driver ProCare	1606503013
6400-099-000W	RemB U-Driver ProCare	1625100933
6400-099-000W	RemB U-Driver ProCare	1622809093
7205-000-000W	System 7 Dual Trigger ProCare	1622213273
7205-000-000W	System 7 Dual Trigger ProCare	1622213053