

**AMENDMENT NO. 5  
TO PROFESSIONAL SERVICES AGREEMENT  
BETWEEN KARL STORZ ENDOSCOPY-AMERICA, AND  
NATIVIDAD MEDICAL CENTER  
FOR  
EQUIPMENT REPAIR AND MAINTENANCE SERVICES**

This Amendment No. 5 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 amended the Agreement on June 11, 2015 via Amendment No. 4 to extend the term for an additional two year period through June 30, 2017 and to add an additional \$208,800 thereby increasing the total agreement amount to \$602,877.50; and

**WHEREAS**, NMC and CONTRACTOR currently wish to amend the Agreement to add additional services with addition to the scope of work attached hereto as "Exhibit A-5 per Amendment No. 5" with a \$37,917.53 increase for the added services for a total Agreement amount of \$640,795.03.

**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, Amendment No. 3 and Amendment No. 4 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 and in EXHIBIT A-5 as per Amendment No. 5 attached hereto this Amendment No. 5. The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$640,795.03. "*
2. 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**  
**Exhibit A-5: Revised Scope of Services/Payment Provisions as per Amendment No. 5”.**

3. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 5 and shall continue in full force and effect as set forth in the Agreement and in Amendment No. 1, Amendment No. 2, Renewal and Amendment No. 3 and Amendment No. 4.
4. A copy of this Amendment No. 5 shall be attached to the Original Agreement.

IN WITNESS WHEREOF, the parties hereto are in agreement with this Amendment No. 5 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, CEO

Date: \_\_\_\_\_

APPROVED AS TO LEGAL PROVISIONS

By: AR \_\_\_\_\_  
Monterey County Deputy County Counsel

Date: 11-12-15 \_\_\_\_\_

APPROVED AS TO FISCAL PROVISIONS

By: [Signature] \_\_\_\_\_  
Monterey County Deputy Auditor/Controller

Date: 1-13-15 \_\_\_\_\_

CONTRACTOR

KARL STORZ Endoscopy, Inc.  
CONTRACTOR's Business Name\*\*\* (see instructions)

[Signature] \_\_\_\_\_  
Signature of Chair, President, or Vice-President  
**DIRECTOR**

Director, Contracts & Revenue Management  
Name and Title

Date: 10/29/2015 \_\_\_\_\_

By: Patrick Furtan \_\_\_\_\_  
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer) **Vice President**

Vice President \_\_\_\_\_  
Name and Title

Date: 10/29/2015 \_\_\_\_\_

\*\*\*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)



AMENDMENT TO THE KARL STORZ PROTECTION 1® CUSTOM SERVICE SOLUTIONS AGREEMENT

This Amendment with an effective date to be determined upon the date the (i) Purchase Order ("PO") and (ii) this Amendment signed by the Customer is received by KARL STORZ's Protection 1® Services Sr. Service Specialist ("Amendment Effective Date") modifies the KARL STORZ Protection 1® Customer Service Solutions agreement by and between KARL STORZ Endoscopy-America, Inc. ("KSEA") and Natividad Medical Center ("Customer") effectively dated July 1, 2015 ("Agreement").

RECITALS:

- A. Customer and KSEA entered into the Agreement effectively dated July 1, 2015 for the exchange and repair needs of Customer's KARL STORZ branded products identified in the Agreement.
B. Customer and KSEA now wish to amend the terms of the Agreement as set forth below.

NOW THEREFORE, in consideration of the mutual promises and undertakings herein, the parties hereto agree to amend the Agreement as of the Amendment Effective Date as follows:

- 1. Service Charge. The Service Charge shall now be amended to include an additional one-time lump sum fee based upon the pricing set forth in the table below as of the Amendment Effective Date for the coverage of additional products identified in Section 2 below. Concurrent with the execution and delivery of this Amendment, Customer shall provide a "hard copy" Purchase Order (P.O.) for the additional services to be provided in the amount identified in the table below as of the Amendment Effective Date. If applicable, the lump sum fee may be prorated for any partial periods during the Service Term. For clarification, the Amendment Effective Date shall be determined upon receipt of Customer's PO and this Amendment signed by Customer as set forth above.

Table with 2 columns: AMENDMENT NO. 1 EFFECTIVE DATE (Receipt of PO and signed Amendment) and ONE-TIME LUMP SUM FEE. Rows include dates: November 1, 2015 (\$39,913.00), December 1, 2015 (\$37,917.53), and January 1, 2016 (\$35,921.70).

- 2. Exhibit A, Additional Products. Exhibit A shall now be amended to include the Additional Products and Pricing listed in Exhibit A-1 attached hereto and incorporated into the Agreement as of the Amendment Effective Date. In addition, Exhibit A was inadvertently titled "Products and No Fault Pricing Schedule" and by this Amendment shall be corrected with a title of "Products and Pricing Schedule".
3. All other terms and conditions of the Agreement not expressly modified by this Amendment shall remain unchanged, unmodified, and in full force and effect.

This Amendment, when executed below on behalf of Customer and accepted by KSEA, constitutes a binding agreement between the parties as of the Amendment Effective Date. The undersigned represents that he/she has the authority to bind the respective party to the terms of this Amendment and agrees that his/her signature binds such respective party to the terms of this Amendment.

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

Signature table with two columns: KARL STORZ Endoscopy-America, Inc. and Customer: Natividad Medical Center. Fields include Authorized Agent, Title, Signature, and Date.



**EXHIBIT A-1  
PRODUCTS AND PRICING SCHEDULE**

Additional Products subject to the Agreement:

Material	Description	Contract Part #	Quantity	Serial # (*=N/A)
<b>Specialty: Urology</b>				
R27005CA	HOPKINS II 70° TELESCOPE,	SV1R4MM-URO-1	1	1707810
R27005CA	HOPKINS II 70° TELESCOPE,	SV1R4MM-URO-1	1	1708566
R27005CA	HOPKINS II 70° TELESCOPE,	SV1R4MM-URO-1	1	1709239
R27005CA	HOPKINS II 70° TELESCOPE,	SV1R4MM-URO-1	1	1712123
R27005CA	HOPKINS II 70° TELESCOPE,	SV1R4MM-URO-1	1	1724103
R27005AA	HOPKINS II 0° TELESCOPE,	SV1R4MM-URO-1	1	1711416
R27005AA	HOPKINS II 0° TELESCOPE,	SV1R4MM-URO-1	1	1717329
R27005AA	HOPKINS II 0° TELESCOPE,	SV1R4MM-URO-1	1	120A2Z
R27005AA	HOPKINS II 0° TELESCOPE,	SV1R4MM-URO-1	1	120A31
R27005AA	HOPKINS II 0° TELESCOPE,	SV1R4MM-URO-1	1	121AVQ
27020AA	TELESCOPE,HOPKINS FORWARD OBLQ	SV1RUNDER4MM-URO-1	1	1896325
<b>Specialty: Laparoscopy</b>				
R26120BA	HOPKINS II 30° TELESCOPE, 2.9MM X 30CM	SV1RUNDER4MM-GYN-1	1	1205YF
27020AA	TELESCOPE,HOPKINS FORWARD OBLQ	SV1RUNDER4MM-URO-1	1	1896325
26046BA	HOPKINS II 30° TELESCOPE,	SV1R5MM-LAP-1	1	120BDP
26046BA	HOPKINS II 30° TELESCOPE,	SV1R5MM-LAP-1	1	120K4T
26046BA	HOPKINS II 30° TELESCOPE,	SV1R5MM-LAP-1	1	120K4U
26046BA	HOPKINS II 30° TELESCOPE,	SV1R5MM-LAP-1	1	120K93

26046BA	HOPKINS II 30° TELESCOPE,	SV1R5MM-LAP-1	1	120K94
26046BA	HOPKINS II 30° TELESCOPE,	SV1R5MM-LAP-1	1	120H9K
26046BA	HOPKINS II 30° TELESCOPE,	SV1R5MM-LAP-1	1	120HDR
26046AA	HOPKINS II 0° TELESCOPE,	SV1R5MM-LAP-1	1	120GAT
26046AA	HOPKINS II 0° TELESCOPE,	SV1R5MM-LAP-1	1	120GAV
26046AA	HOPKINS II 0° TELESCOPE,	SV1R5MM-LAP-1	1	120GP6
26046AA	HOPKINS II 0° TELESCOPE,	SV1R5MM-LAP-1	1	120GPE
26046AA	HOPKINS II 0° TELESCOPE,	SV1R5MM-LAP-1	1	120GPQ
26046AA	HOPKINS II 0° TELESCOPE,	SV1R5MM-LAP-1	1	120GPT

**Service Charge for Additional Products:**

<b>One-time lump sum Service Charge</b>	As defined in Section 1 of this Amendment
<b>Service Term – Additional Products</b>	Amendment Effective Date through June 30, 2017