

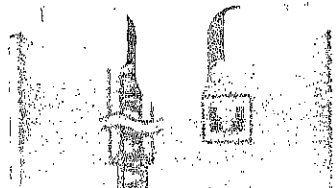
**AMENDMENT NO. 3
FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN UHS Surgical Services Inc. formally known as PRI Medical Technologies Inc. AND
THE NATIVIDAD MEDICAL CENTER
FOR
Laser, Guided Imagery, Lithotripsy and Cryotherapy Services**

The parties to Professional Services Agreement ("Agreement"), dated April 15, 2009 between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and UHS Surgical Services Inc. formally known as PRI Medical Technologies Inc. (Contractor), hereby agree to amend their Agreement (No. A-11719) 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 amended the Agreement previously on July 1, 2010 via Amendment No. 1, and on July 1, 2011 via Amendment No. 2.

1. Contractor will continue to provide NMC with the same scope of services as stated in the original Agreement (No. A-11719).
2. Section 1. "PAYMENTS BY NMC" shall be amended by removing, "*The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$45,000.*" and replacing it with "*The total amount payable by County to CONTRACTOR under Agreement No. (A-11719) shall not exceed the total sum of \$205,000 for the full term of the Agreement.*"
3. Section 2. "TERM OF AGREEMENT" shall be amended by removing, "*The term of this Agreement is from April 15, 2009 to June 30 2010 unless sooner terminated pursuant to this Agreement*" and replacing it with "*The term of this Agreement is from April 15, 2009 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 and 2, 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-11719).
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 [Signature] Dated 4/30/2012
Printed Name Jeffrey Singer Title President
Signature 2 [Signature] Dated 4/30/12
Printed Name LOW BUTHER Title COO

***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 [Signature] Dated 7-31-12
Purchasing Manager
Signature [Signature] Dated 5/4/12
NMC - CEO

Approved as to Legality and Legal Form:

Charles J. McKee, County Counsel

By [Signature]

Stacy Saetta, Deputy
Attorneys for County and NMC

Dated: 5/9, 2012

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

5-14-12



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

Agreement No. A-11719

Authorize the Purchasing Manager for Natividad)
Medical Center (NMC) to execute Amendment No 2)
to the Agreement (A-11719) with PRI Medical)
Technologies Inc. for Laser, Guided Imagery,)
Lithotripsy and Cryotherapy Services at NMC in an)
amount not to exceed \$205,000 in the aggregate and)
\$80,000 for the period July 1, 2011 to June 30, 2012..)

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

Authorized the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment No 2 to the Agreement (A-11719) with PRI Medical Technologies Inc. for Laser, Guided Imagery, Lithotripsy and Cryotherapy Services at NMC in an amount not to exceed \$205,000 in the aggregate and \$80,000 for the period July 1, 2011 to June 30, 2012.

PASSED AND ADOPTED on this 23rd day of August, 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 August 23, 2011.

Dated: August 29, 2011

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

By Christ A. Neal
Deputy

**RENEWAL AMENDMENT NO. 2
FOR PROFESSIONAL SERVICE AGREEMENT
BETWEEN PRI Medical Technologies Inc. AND
THE NATIVIDAD MEDICAL CENTER**

**FOR
Laser, Guided Imagery, Lithotripsy and Cryotherapy SERVICES**

The parties to Professional Service Agreement, dated April 15, 2009 between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and PRI Medical Technologies Inc. (Contractor), hereby agree to renew their Agreement No. (A-11721) 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-11721).
2. This Renewal Amendment shall become effective on July 1, 2011 and shall continue in full force and extending the term date until June 30, 2012.
3. The total amount payable by County to Contractor under Agreement No. (A-11721) shall not exceed the total sum of \$205,000 for the full term of the Agreement and \$80,000 for fiscal year 2011-2012.
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-11721).

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 07/05/2011

Printed Name Louis Butcher

Title President

NATIVIDAD MEDICAL CENTER

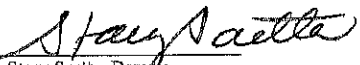
Signature _____
Purchasing Manager

Dated _____

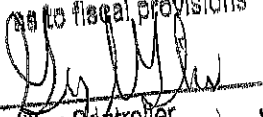
Signature 
NMC - CEO

Dated 7/1/11

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

By 
Stacy Saetta, Deputy
Attorneys for County and NMC

Dated: 7/14, 2011

Reviewed as to fiscal provisions

Auditor-Controller
County of Monterey 7-15-11

**RENEWAL AMENDMENT NO. 1
FOR PROFESSIONAL SERVICE AGREEMENT
BETWEEN PRI Medical Technologies Inc. AND
THE NATIVIDAD MEDICAL CENTER
FOR
Laser, Guided Imagery, Lithotripsy and Crvotherapy SERVICES**

The parties to Professional Service Agreement, dated April 15, 2009 between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and PRI Medical Technologies Inc. (Contractor), hereby agree to renew their Agreement No. (BPO1149) 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. (BPO1149).
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. (BPO1149) shall not exceed the total sum of \$125,000 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. (BPO1149).

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 03/18/10

Printed Name Louis Bather


Title President

NATIVIDAD MEDICAL CENTER

Signature 

Dated 4/6/10

Purchasing Manager

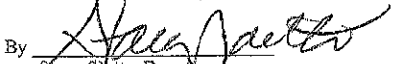
Signature 

Dated 3/25/10

NMC -- CEO

Approved as to Legal Form:

Charles J. McKee, County Counsel

By 
Stacy Sackett, Deputy
Attorneys for County and NMC

Dated: 3/31, 2010

Reviewed as to fiscal provisions


Auditor-Controller
County of Monterey



COUNTY OF MONTEREY AGREEMENT FOR PROFESSIONAL SERVICES
(NOT TO EXCEED \$100,000)

This Professional Services Agreement (hereinafter "Agreement") is made by and between Natividad Medical Center ("NMC"), a general acute care teaching hospital wholly owned and operated by the County of Monterey, which is a political subdivision of the State of California and PRI Medical Technologies, Inc. hereinafter "CONTRACTOR").

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

SERVICES TO BE PROVIDED. NMC hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in Exhibit A in conformity with the terms of the Agreement. The services are generally described as follows: Laser, Guided Imagery, Cryotherapy and Lithotripsy Services.

1. PAYMENTS BY NMC. NMC 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 NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$45,000.

2. TERM OF AGREEMENT. The term of this Agreement is from April 15, 2009 to Jun 30, 2010 unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and NMC and with NMC signing last and CONTRACTOR may not commence work before NMC signs this Agreement.

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

Exhibit A/Schedule A: Scope of Services/Payment Provisions

4. PERFORMANCE STANDARDS.

4.1. 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 NMC, or immediate family of an employee of NMC.

4.2. 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.

4.3. 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 NMC premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

5. PAYMENT CONDITIONS.

5.1. CONTRACTOR shall submit to the Contract Administrator an invoice on a form acceptable to NMC.

If not otherwise specified, the CONTRACTOR may submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with itemized basis for Administrator or his or her designee shall certify the invoice, either in the requested amount or in such other amount as NMC 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 date. In any event payment shall not be later than 60 days from invoice date.

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

6. TERMINATION.

6.1. During the term of this Agreement, NMC 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,

6.2. NMC 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.

7. INDEMNIFICATION: Each party (the "Indemnitor") agrees to indemnify, pay and hold the other party and its respective officers, directors, employees, agents and representatives (collectively, the "Indemnitees") harmless from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits and claims of any kind or nature whatsoever (including costs and reasonable legal fees) that may be imposed on, incurred by or asserted against the Indemnitee as a result of negligent action or failure to act of the Indemnitor and/or its respective officers, directors, employees, agents and representatives. It is provided however, that the Indemnitor shall have no obligation to an Indemnitee with respect to liabilities arising from the negligence or willful misconduct of the Indemnitee, or as a result of the failure of the Indemnitee to perform its obligations hereunder, in each case as determined by a final non-appealable judgment of a court of competent jurisdiction.

8. INSURANCE.

8.1. Evidence of Coverage

Prior to commencement of this Agreement, the CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements

executed by the insurance carrier shall accompany the certificate. In addition, the CONTRACTOR upon request shall provide a certified copy of the policy or policies.

Executed by the insurance carrier shall accompany the certificate. In addition, the CONTRACTOR upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to NMC's Contracts/Purchasing Department, unless otherwise directed. The CONTRACTOR shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and NMC has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

8.2. Qualifying Insurers: All coverage's except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by NMC's Contracts/Purchasing Director.

8.3. 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, Broad form 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 \$500,000 per occurrence.

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

Workers' Compensation Insurance, If CONTRACTOR employs other 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).

8.4. Other Insurance Requirements:

All insurance required by this Agreement shall be with a company acceptable to NMC 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 NMC 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 insured 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 insured 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 Insured shall not be called upon to contribute to a loss covered by the Contractor's insurance. The required endorsement from for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 1001 (2000). The required endorsement from for Automobile Additional Insured Endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by NMC, CONTRACTOR shall file certificates of insurance with NMC's Contracts/Purchasing Department, 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 upon request by NMC, annual certificates to NMC's Contracts/Purchasing Department. If the certificate is not received by the expiration date, NMC 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 NMC, at its sole discretion, to terminate the Agreement immediately.

9. RECORDS AND CONFIDENTIALITY.

9.1. 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 another information. CONTRACTOR shall not disclose any confidential records or other confidential information received from NMC or prepared in connection with the performance of this Agreement, unless NMC specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to NMC 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.

9.2. NMC Records. When this Agreement expires or terminates, CONTRACTOR shall return upon request to NMC and NMC records which CONTRACTOR used or received from NMC to perform services under this agreement.

9.3. 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.

9.4. Access to and Audit of Records. NMC 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 NMC or as part of any audit of NMC, 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. **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, full 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.

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

12. **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 NMC. No offer or obligation of permanent employment with NMC 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 NMC 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 an 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 NMC and the County of Monterey harmless from any and all liability, which NMC may incur because of Contractor's failure to pay such taxes.

13. NOTICES. Notices required under this Agreement shall be delivered personally or by first-class, postage per-paid mail to NMC and Contractor's contract administrators at the addresses listed below.

FOR NATIVIDAD MEDICAL CENTER:

Contracts /Purchasing Manager
Name and Title

1441 Constitution Blvd, Salinas, CA 93906
Address

831.755.4111
Phone

FOR CONTRACTOR:

Louis Buther, President
Name and Title

10939 Pendleton St, Sun Valley, CA 91352
Address

818.394.2800
Phone

14. MISCELLANEOUS PROVISIONS

14.1. 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.

14.2. Amendment. This Agreement may be amended or modified only by an instrument in writing signed by NMC and the Contractor.

14.3. Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by NMC 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.

14.4. 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.

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

14.6. 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 NMC. None of the services covered by this Agreement shall be subcontracted without the prior written approval of NMC. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

14.7. Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of NMC 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.

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

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

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

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

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

14.13. Construction of Agreement. NMC 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.

14.14. 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.

14.15. Integration. This Agreement, including the exhibits, represents the entire Agreement between NMC 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 NMC and CONTRACTOR as of the effective date of this Agreement, which is the date that NMC signs the Agreement.

14.16. 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.

NATIVIDAD MEDICAL CENTER

CONTRACTOR

By: [Signature]
NMC Contracts/Purchasing Agent

PRI Medical Technologies, Inc.
Contractor's Business Name***

Date: 5/3/09

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

By: [Signature]
Department Head (if applicable)

Lou's Butcher, President
Name and Title

Date: 6/19/09

Date: 06.15.09

By: [Signature]
William Litt [Signature]
Deputy County Counsel

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

Date: 7/23/09

William McKay, CFO
Name and Title

Approved as to Fiscal Provisions
By: [Signature]
Auditor/Controller

Date: 6/15/09

Date: 7-23-09

***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.



Exhibit A
Natividad Medical Center
April 15, 2009 - June 30, 2010

Modality

Price

Diode 150 Watt Laser System -

For treating BPH, Ablation of Prostate, Strictures, Bladder Tumors

Services Include:

A minimum of two (2) "LASER DANGER" signs, eight (8) pairs of wavelength specific laser safety eyewear, a factory trained, fully insured laser operator, installation and set up, and current preventative maintenance verification.

***Price of subject to change by percent of manufacturer increase*

\$	850.00	per Scheduled Procedure
\$	750.00	for 2nd or more Same Day Procedures
\$	1,075.00	per Fiber**
\$	195.00	per Cystoscope
\$	520.00	Standby Fee

HPS Greenlight Laser System -

For treating BPH, Ablation of Prostate, Bladder Neck and Tumors.

Services Include:

A minimum of two (2) "LASER DANGER" signs, eight (8) pairs of wavelength specific laser safety eyewear, a factory trained, fully insured laser operator, installation and set up, and current preventative maintenance verification.

***Price of subject to change by percent of manufacturer increase*

\$	850.00	per Scheduled Procedure
\$	750.00	for 2nd or more Same Day Procedures
\$	1,075.00	per Fiber**
\$	195.00	per Cystoscope
\$	520.00	Standby Fee

Holmium 100 Watt Laser System -

For Excision, Vaporization and Coagulation of Soft Tissue, Strictures, Bladder Tumors, Ablation of Prostate

Services Include:

A minimum of two (2) "LASER DANGER" signs, eight (8) pairs of wavelength specific laser safety eyewear, a factory trained laser operator, installation and set up, and current preventative maintenance verification.

***Price of subject to change by percent of manufacturer increase*

\$	850.00	per Scheduled Procedure
\$	750.00	for 2nd or more Same Day Procedures
\$	1,075.00	per Fiber**
\$	195.00	per Cystoscope
\$	520.00	Standby Fee



Exhibit A
Natividad Medical Center
April 15, 2009 - June 30, 2010

Modality

Price

Holmium: YAG Laser System -

For Lithotripsy, Ureteral, Kidney and Bladder Stones.

	\$	575.00	per Scheduled Procedure
Services Include:			
<i>A minimum of two (2) "LASER DANGER" signs, eight (8) pairs of wavelength specific laser safety eyewear,</i>	\$	275.00	per 365 or 550 Micron Reusable Fiber
<i>a factory trained laser operator, installation and set up, and current preventative maintenance verification.</i>	\$	275.00	per 200 or 1000 Micron Reusable Fiber
	\$	395.00	Standby Fee

ConMed Argon Beam Coagulator™ (ABC) -

For Partial Nephrectomy, Total Abdominal Hysterectomy, Laparoscopy

	\$	525.00	per Scheduled Procedure
Services Include:			
<i>ESU unit, all argon gas, a factory trained, fully insured laser operator, installation and set up, and current preventative maintenance verification. Dispersement pad and delivery systems are billed as utilized.</i>	\$	195.00	per Triple Option Handpiece
	\$	245.00	per 5mm or 10mm Handpiece
	\$	20.00	per Ground pad
	\$	420.00	Standby Fee

KTP Laser System -

For Penile Condyloma, Stapedectomy, Mastoidectomy, Laryngoscopy, Bronchoscopy, and Glossectomy

	\$	495.00	per Scheduled Procedure
Services Include:			
<i>A minimum of two (2) "LASER DANGER" signs, eight (8) pairs of wavelength specific laser safety eyewear,</i>	\$	220.00	per 400 or 600 Micron Fiber
<i>a factory trained laser operator, installation and set up, and current preventative maintenance verification.</i>	\$	620.00	125um Accustat Fiber
	\$	395.00	Standby Fee

Nd:YAG (SLT) Laser System -

For Bronchoscopy, Glossectomy, Laparoscopy, and Treatment of Endometriosis

	\$	495.00	per Scheduled Procedure
Services Include:			
<i>A minimum of two (2) "LASER DANGER" signs, eight (8) pairs of wavelength specific laser safety eyewear,</i>	\$	330.00	per SSRH7 Handpiece and Fiber
<i>a factory trained laser operator, installation and set up, and current preventative maintenance verification.</i>	\$	125.00	per Scalpel Tip
	\$	395.00	Standby Fee



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CO2 Heart Laser System (TMR) -	
<i>For Transmyocardial Revascularization</i>	\$ 6,700.00 per Scheduled Procedure
Services Include:	(Includes \$3425 laser, \$3275 Edwards kit)
CO2 TMR kit (2 handpieces), a minimum of two (2)	\$ 3,275.00 per Additional TMR Kit
"LASER DANGER" signs, eight (8) pairs of	
wavelength specific laser safety eyewear, a factory	\$ 2,750.00 Standby Fee
trained laser operator, installation and set up, and	
current preventative maintenance verification.	

Cryotherapy -	
<i>By Endocare, for Cryosurgical ablation of the prostate and kidneys</i>	\$ 6,139.50 per Scheduled Prostate Procedure
<i>for localized cancer and Laparoscopic or Open Renal Cryoablation</i>	(Includes Prostate Unit & one Prostate Kit)
Services Include:	\$ 7,050.00 per Scheduled Renal & Liver Procedure
Endocare GS system, six (6) thermal sensors,	(Includes Renal Unit & one Renal Kit)
ultrasound imaging system with transrectal probe, a	\$ 445.00 per Cryo 2.4mm Vprobe
factory trained operator, installation, set up and	\$ 495.00 per Argon or Helium Gas Tank
removal of system. For Prostate Procedures: Six (6)	\$ 500.00 B&K Ultrasound unit (special request)
cryo probes. For Renal Procedures: 2-probes and	
Laparoscopic Ultrasound Probe included.	\$ 1,680.00 Standby Fee

Surgical CO2 Laser System -	
<i>For MicroLaryngoscopy, Stapedotomy, LAUP, Vaporization of Pre-</i>	\$ 575.00 per Scheduled Procedure
<i>Cancerous Tissue and Cervical Ablation</i>	
Services Include:	\$ 105.00 per Smoke Evacuator with Filter
A minimum of two (2) "LASER DANGER" signs, eight	\$ 100.00 per Micromanipulator
(8) pairs of wavelength specific laser safety eyewear,	\$ 100.00 per Colposcope
a factory trained laser operator, installation and set up,	\$ 350.00 Operative Laparoscope & Nezhat Coupler
and current preventative maintenance verification.	\$ 100.00 Gyn Instrument
	\$ 395.00 Standby Fee

Surgical CO2 OmniGuide Laser System -	
<i>By OmniGuide, with flexible photonic band-gap fibers. For</i>	\$ 595.00 per Scheduled Procedure
<i>Stapedotomy, Endoscopic sinus and nasal procedures, etc.</i>	
Services Include:	\$ 900.00 per Single-Use Otobeam Fiber 130
A minimum of two (2) "LASER DANGER" signs, eight	\$ 900.00 per Single-Use BeamPath 100, 150
(8) pairs of wavelength specific laser safety eyewear,	\$ 1,100.00 per Single-Use LightPath 150
a factory trained laser operator, installation and set up,	\$ 2,350.00 per Single-Use Beam Path- Neuro- L
and current preventative maintenance verification.	
	\$ 450.00 Standby Fee



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Sonastar Ultrasonic Surgical Aspirator (SUSA) -		
<i>Treats brain tumor, liver tumor, heart valves</i>	\$ 1,245.00	per Scheduled Procedure
Services include:	\$ 795.00	per Standard SUSA pack
<i>Aesculap SUSA system, a factory trained laser operator, installation, setup and removal of system.</i>	\$ 960.00	Standby Fee
Prostalund CoreTherm -		
<i>For treating BPH</i>	\$ 1,500.00	per Scheduled Procedure
Services include:		(Includes \$300 system, one \$1200 Cartridge)
<i>Unit, factory trained laser operator, installation and set up.</i>	\$ 1,200.00	per Additional Cartridge
	\$ 300.00	Standby Fee
Medtronic TUNA™ -		
<i>For treating BPH</i>	\$ 1,645.00	per Scheduled Procedure
Services include:		(Includes \$460 system, one \$1195 Cartridge)
<i>Precision Plus System, Handpiece & Telescope, RF Generator, a factory trained laser operator, installation and set up.</i>	\$ 1,195.00	per Additional Cartridge
	\$ 950.00	Standby Fee
Mobile ESWL Service -		
<i>Mobile Lithotripsy Tables by Medstone or Storz</i>	\$ 1,750.00	per Scheduled Stone
Services include:	\$ 1,500.00	per Stone for Multiple Stones on Same Day
<i>Fluoroscopic imaging equipment, mobile cysto table, a factory trained fluoro technician installation and set up.</i>	\$1,000.00	additional for Bilateral Procedures
	\$ 1,200.00	Standby Fee
Mobile ESWL Service - Large		
<i>Storz F2 Mobile Lithotripsy Table</i>	\$ 2,195.00	per Scheduled Stone
Services include:	\$ 1,995.00	per Stone for Multiple Stones on Same Day
<i>Fluoroscopic imaging equipment, mobile cysto table, a factory trained fluoro technician installation and set up.</i>	\$1,000.00	additional for Bilateral Procedures
	\$ 1,200.00	Standby Fee
VTI InstaTRAK™ Surgical Guidance System -		
<i>For Image-Guided Surgery and Functional Endoscopic Sinus Surgery</i>	\$ 900.00	per Scheduled Procedure
Services include:	\$ 190.00	per Aspirator
<i>One download per patient. Complete intraoperative imaging and guidance system, monitor, and software.</i>	\$ 105.00	per VTI headset
<i>A factory trained laser operator, installation and set up.</i>	\$ 300.00	Standby Fee



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Other Equipment Rental

For Laparoscopic renal treatments or prostate imaging

Ultrasound Prostate Unit	\$ 1,000.00	per procedure for 3-hrs
Ultrasound Renal Unit	\$ 1,500.00	per procedure for 3-hrs

Technician Only Procedures -

Cases excluding PRI inventory and/or equipment

\$ 175.00	per hour, two (2) hours minimum
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Cancellation Fees -

If cancelled 24 (or more) hours in advance of scheduled start time	No Charge
If cancelled in less than 24 hours of scheduled start time	67% of equipment fee
If cancelled upon arrival	67% of equipment fee
If cancelled after setup	(See Standby Fee)

Miscellaneous -

\$ 150.00	Emergency Fee
\$ 150.00	Afterhours Fee (after 4:45pm start time)
\$ 150.00	Weekend / Holiday Fee
\$ 150.00	Extended Hours Fee; per hour for cases lasting more than two (2) hours beyond scheduled start time.
\$ 20.00	Fuel Charge*
\$ 150.00	Delivery Fee

All prices listed are subject to change without notice if a current signed contract is not provided to PRI Medical Technologies, Inc. Additional charges may apply. *Fuel surcharge may fluctuate without notice. This document contains confidential information that may be legally privileged. This information is intended only for the use of the entity named above. The authorized recipient of this information is prohibited from disclosing this information to any other party unless required by law.