

**RENEWAL AND AMENDMENT NO. 5
TO THE
SERVICES AGREEMENT
BETWEEN
NATIVIDAD MEDICAL CENTER
AND
UHS SURGICAL SERVICES**

This **RENEWAL AND AMENDMENT NO. 1, retroactive to July 1, 2016**, to the Services Agreement ("Agreement"), dated April 15, 2009 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (hereinafter "NMC"), and UHS Surgical Services, formally known as PRI Medical Technologies Inc., (hereinafter "CONTRACTOR"), collectively referred to hereinafter as "the Parties", with respect to the following:

RECITALS

WHEREAS, the Parties had previously entered into an Agreement on April 15, 2009 for the provision of Laser, Guided Imagery, Cryotherapy and Lithotripsy Services for NMC in an amount not to exceed \$45,000; and

WHEREAS, the Parties amended the Agreement on July 1, 2010 via Amendment No. 1 to extend the term for one (1) additional year, for a new term of April 15, 2009 through June 30, 2011, and to add funding in the amount of \$80,000, for a total amount of the Agreement not to exceed \$125,000; and

WHEREAS, the Parties amended the Agreement on July 1, 2011 via Amendment No. 2 to extend the term for one (1) additional year, for a new term of April 15, 2009 through June 30, 2012, and to add funding in the amount of \$80,000, for a total amount of the Agreement not to exceed \$205,000; and

WHEREAS, the Parties amended the Agreement on July 1, 2012 via Amendment No. 3 to extend the term for one (1) additional year, for a new term of April 15, 2009 through June 30, 2013; and

WHEREAS, the Parties amended the Agreement on July 1, 2013 via Amendment No. 4 to extend the term for three (3) additional years, for a new term of April 15, 2009 through June 30, 2016; and

WHEREAS, that Agreement expired on June 30, 2016; and

WHEREAS, the Parties wish to renew and amend the Agreement on the same terms beginning July 1, 2016, to extend the Agreement term for an additional six months, for a revised full term of April 15, 2009 through December 31, 2016.

AGREEMENT

NOW, THEREFORE, the parties agree to amend the Agreement as follows:

The Agreement is hereby renewed and amended on the terms and conditions as set forth in the Original Agreement and subsequent Amendments No. 1 through 4 and incorporated herein by this reference except as specifically set forth below.

1. This **RENEWAL AND AMENDMENT NO. 5** has a **retroactive effective date of July 1, 2016**, for a revised full Agreement term of April 15, 2009 through December 31, 2016 unless sooner terminated pursuant to the terms of this RENEWAL and per the Agreement.
2. **Section 2. "TERM OF AGREEMENT, first sentence"** shall be amended to the following: The term of this Agreement is from April 15, 2009 through December 31, 2016 unless sooner terminated

pursuant to the terms of this Agreement.

3. If there is any conflict or inconsistency between the provisions of the Agreement, or this RENEWAL AND AMENDMENT NO. 5, the provisions of this RENEWAL AND AMENDMENT NO. 5 shall govern.

IN WITNESS WHEREOF, the parties hereby execute this RENEWAL AND AMENDMENT NO.5 as follows:

Natividad Medical Center

By: _____
Gary R. Gray, DO, CEO

Date: _____

APPROVED AS TO LEGAL PROVISIONS

By: Stacy Satter
Monterey County Deputy County Counsel

Date: 7/8/2016

APPROVED AS TO FISCAL PROVISIONS

By: [Signature]
Monterey County Deputy Auditor/Controller

Date: 7-11-16

UHS Surgical Services

CONTRACTOR's Business Name*** (see instructions)

Signature of Chair, President, or Vice-President

Name and Title

Date: _____

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

pursuant to the terms of this Agreement.

3. If there is any conflict or inconsistency between the provisions of the Agreement, or this RENEWAL AND AMENDMENT NO. 5, the provisions of this RENEWAL AND AMENDMENT NO. 5 shall govern.

IN WITNESS WHEREOF, the parties hereby execute this RENEWAL AND AMENDMENT NO.5 as follows:

Natividad Medical Center

By: _____
Gary R. Gray, DO, CEO

Date: _____

APPROVED AS TO LEGAL PROVISIONS

By: _____
Monterey County Deputy County Counsel

Date: _____

APPROVED AS TO FISCAL PROVISIONS

By: _____
Monterey County Deputy Auditor/Controller

Date: _____

UHS Surgical Services

CONTRACTOR's Business Name*** (see instructions)

Signature of Chair, President, or Vice-President

Matt McCabe
VP of Finance & Business Intelligence
Universal Hospital Services, Inc.

Date: 7-5-16

By: Todd M Nickell
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

Todd M Nickell, V.P. Finance
Name and Title

Date: 7/6/16

*****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)