

**AMENDMENT NO. 5  
TO SERVICES AGREEMENT  
BETWEEN GE HEALTHCARE AND  
NATIVIDAD MEDICAL CENTER  
FOR  
BIOMEDICAL EQUIPMENT SERVICES**

This Amendment No. 5 to the Services Agreement ("Agreement") for Biomedical equipment maintenance and related services which was effective on September 1, 2007 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (hereinafter "NMC"), and GE Healthcare (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 biomedical services with a term of September 1, 2007 to August 31, 2012 and a total Agreement amount not to exceed \$4,355,000; and

**WHEREAS**, NMC and CONTRACTOR amended the Agreement on March 1, 2009 via Renewal and Amendment No. 1 add an additional \$323,700 to the purchase order for fiscal year 2008-09, with no increase to the total Agreement amount not to exceed \$4,355,000 and no change to the Agreement term of September 1, 2007 to August 31, 2012; and

**WHEREAS**, after being presented with GE Healthcare Quotation # 99990212A, NMC and CONTRACTOR amended the Agreement effective December 15, 2010 via Amendment No. 2 to reduce the total Agreement amount to a not to exceed of \$2,522,506, to update the governing terms and conditions for the agreement, and to extend the term of the agreement through December 14, 2017;

**WHEREAS**, CONTRACTOR refers to this existing Agreement as the Service Agreement with Quotation # 99990212A;

**WHEREAS**, NMC and CONTRACTOR amended the Agreement effective January 1, 2017 via Amendment No. 3 to add \$450,000 to the total Agreement amount as needed for a revised total Agreement amount not to exceed \$2,972,506, with no change to the Agreement term of September 1, 2007 through December 14, 2017.

**WHEREAS**, NMC and CONTRACTOR amended the Agreement via Amendment No. 4 to extend the term of the Agreement for an additional 75 days through February 28, 2018 ("Extension Period"), with an understanding that NMC would continue to be billed during the Extension Period at the same regular monthly rate in effect during December 2017 and be responsible for payment for coverage provided during the Extension Period.

**WHEREAS** NMC and CONTRACTOR now wish to amend the Agreement to extend the term through February 28, 2019, and, per a recent inventory true-up, the parties agree to an Annual Normal Fixed Charge of \$507,408 for maintenance on inventoried items going forward, plus an annual flat fee of \$54,195 to cover inventory volume fluctuations of up to 5%, plus an additional \$184,125 annually for an additional services allotment for maintenance and repair work as needed for items off inventory (i.e., billable items at T&M), for a total increase of \$745,728 for services provided between March 1, 2018 and February 28, 2019, for a revised total Agreement amount not to exceed \$3,718,234.

**AGREEMENT**

**NOW, THEREFORE**, the Parties agree to amend the Agreement as follows:

The Agreement is hereby amended as follows:

1. The term of the Agreement is extended through and including February 28, 2019, for a revised full Agreement term of September 1, 2007 through February 28, 2019.
2. For services provided under the Agreement between March 1, 2018 and February 28, 2019, the total Agreement amount shall increase by an additional \$745,728 for a revised total Agreement amount not to exceed \$3,718,234. The \$745,728 increase is comprised of the following:
  - a. The new "Annual Normal Fixed Charges" for maintenance services shall be \$507,408 (\$42,284 monthly). The items included in the inventory list attached hereto as Exhibit A shall be considered current as of the effective date of this Amendment, and all equipment listed therein shall be covered under the Annual Normal Fixed Charges for maintenance and repair.
  - b. The parties agree to an "Annual Flat Fee" of \$54,195 (billed monthly at \$4,516.25) to cover the cost of maintenance and repairs as inventory fluctuates daily. This Annual Flat Fee covers fluctuations in volume of inventory of up to 5% of the current inventory list attached hereto. Customer agrees to notify GE Healthcare of any upcoming or future inventory changes.
  - c. An "Additional Services Allotment" for maintenance and repair work as needed for items off inventory (aka; billables) shall be included in this Agreement and billed at Time & Materials (T&M) in an amount that shall not exceed \$184,125 annually.
5. Should the parties agree to amend in the future to extend the term, the parties shall, on an annual basis, increase the Additional Services Allotment for the following agreement year by an amount equal to the value of the Additional Services provided in excess of the Additional Services Allotment during the previous agreement year (to account for the Additional Services provided in excess of the Additional Services Allotment) and a mutually agreed upon estimate of any increased use during the next agreement year. There will be no credit or carry-over of any unused Additional Services Allotment from one agreement year to the next. In the event this Agreement is terminated prior to the expiration date for any reason, payment for all services rendered through and including the termination date shall be rendered in a timely manner.
6. 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.
7. This Amendment No. 5 is effective when signed by both parties.

*Signature page to follow*

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 No. 5 on the day and year set forth herein.

**NATIVIDAD MEDICAL CENTER**

By: \_\_\_\_\_  
Gary R. Gray, DO, CEO

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

**APPROVED AS TO LEGAL PROVISIONS**

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

Date: 2-14-18

**APPROVED AS TO FISCAL PROVISIONS**

By:  \_\_\_\_\_  
Monterey County Deputy Auditor/Controller

Date: 2-14-18

**CONTRACTOR**

\_\_\_\_\_  
G.E. Healthcare  
**CONTRACTOR's Business Name**

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Name and Title

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

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Name and Title

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

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**NATIVIDAD MEDICAL CENTER**

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Gary R. Gray, DO, CEO

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

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

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

**APPROVED AS TO FISCAL PROVISIONS**

By: \_\_\_\_\_  
Monterey County Deputy Auditor/Controller

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

**CONTRACTOR**

\_\_\_\_\_  
G.E. Healthcare  
**CONTRACTOR's Business Name**

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Jessica Krutchik - Healthcare Services Account  
Name and Title *Manager*

Date: 02/14/18

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Name and Title

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