

**AMENDMENT NO. 1
TO SERVICES AGREEMENT
BETWEEN GE HEALTHCARE AND
NATIVIDAD MEDICAL CENTER
FOR**

Maintenance and Repair of Diagnostic Imaging Equipment

This Amendment No. 1 to the Services Agreement ("Agreement") which was effective on September 1, 2011 is entered into by and between the County of Monterey (hereinafter "County"), on behalf of Natividad Medical Center (hereinafter "NMC"), and GE Healthcare (hereinafter "GE"); (collectively, the County, NMC and GE are referred to as the "Parties"), with respect to the following:

RECITALS

WHEREAS, the Agreement was executed for GE to provide maintenance and repair services of diagnostic imaging equipment at NMC with a term 09-01-11 through 08-31-18 and a total Agreement amount not to exceed \$3,739,975;

WHEREAS, for invoices from GE for services performed and invoiced under the Agreement dating back to July 1, 2017 and up until February 28, 2018, NMC has compiled past dues in an amount up to \$338,579; and

WHEREAS, NMC and GE currently wish to amend the Agreement by (a) increasing the total Agreement amount by \$1,146,191 to a revised total of \$4,886,166 in order to provide funding for NMC to pay its past dues and to provide adequate funding to cover the costs of the Agreement moving forward, (b) extending the Agreement for an additional one (1) year period through August 31, 2019, and (c) updating the inventory under the Agreement as provided herein.

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 August 31, 2019 for a revised full term of September 1, 2011 through August 31, 2019.
2. As of January 1, 2018, the terms and conditions of that certain Service Contract Addendum with Quote ID 9E784ED (the "Service Contract Addendum", attached hereto as Exhibit A) are adopted and incorporated into the Agreement. For the avoidance of doubt, the parties agree that, by signing this Amendment, they are executing, and do not need to separately sign, the Service Contract Addendum.
3. The total Agreement amount shall increase by \$1,146,191 for a revised total Agreement amount of \$4,886,166. The \$1,146,191 is comprised of the following:
 - a. Up to \$338,579 shall be applied to outstanding invoices for services provided under the Agreement during the period of July 1, 2017 through February 28, 2018.
 - b. Effective on March 1, 2018, the parties agree that the "Monthly Normal Fixed Charges" shall be \$36,534 per month, for an amount not to exceed \$657,612 through the term of the Agreement (based on the Updated Inventory List attached hereto as Exhibit B, which takes into account the modifications provided for in the Service Contract Addendum). Should the inventory covered by this Agreement later change, the Monthly Normal Fixed Charges shall be increased or decreased accordingly.
 - c. Effective on March 1, 2018, \$150,000 will be allotted by NMC for the remainder of the Agreement term to account for maintenance and repair work as needed for items off inventory (aka; billables) billed at Time & Materials (T&M).

4. Within thirty (30) days of any and all inventory changes to the diagnostic equipment inventoried and serviced by GE (ie; additional equipment to be added to the inventory as well as equipment retiring from inventory), the parties will modify the inventory list and the associated Monthly Normal Fixed Charges will adjust accordingly.
5. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 1 and shall continue in full force and effect as set forth in the Agreement.
6. This Amendment No. 1 shall be effective when signed by both parties ("Effective Date").

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No. 1 on the basis set forth in this document and have executed this Amendment No. 1 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: _____

APPROVED AS TO FISCAL PROVISIONS

By: _____
Monterey County Deputy Auditor/Controller

Date: _____

GE

G.E. Healthcare
CONTRACTOR's Business Name

By: _____
(Signature)

Name and Title

Date: _____

By: _____
(Signature)

Name and Title

Date: _____

4. Within thirty (30) days of any and all inventory changes to the diagnostic equipment inventoried and serviced by GE (ie; additional equipment to be added to the inventory as well as equipment retiring from inventory), the parties will modify the inventory list and the associated Monthly Normal Fixed Charges will adjust accordingly.
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IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No. 1 on the basis set forth in this document and have executed this Amendment No. 1 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: _____

APPROVED AS TO FISCAL PROVISIONS

By: _____
Monterey County Deputy Auditor/Controller

Date: _____

GE

G.E. Healthcare
CONTRACTOR's Business Name

By: [Signature]
(Signature)

Jessica Krutchik; Healthcare Services
Name and Title Account Manager

Date: 03/08/18

By: _____
(Signature)

Name and Title

Date: _____

Exhibit A:

Service Contract Addendum w/ Quote ID 9E78E4D

Please see attached.

NATIVIDAD MEDICAL CENTER

Physical Location Account #: 129978

Optional: Person(s) to be notified when this document is processed:

Name(s): _____

Email(s): _____

Support and prices quoted below are valid provided the customer signs and returns this quote to GE Healthcare by 3/5/2018

Equipment Identifiers	Trans. Type	Equipment	Effective Date	Offering	Options	Features	Incremental Annual Amount
System ID: 83175STEE Phy Loc Acct: 129978 Contract: 0316623 MSA - 2011- 0 Global Order #: 9999999999001	DELETE (97) IB Removal DEL	ALL MV UL MV TEE PROBE - 2D (UZP455)	1/1/2018	All Service Coverages**			(\$7,091)
System ID: 83175SUL1 Phy Loc Acct: 129978 Contract: 0316623 MSA - 2011- 0 Global Order #: 9999999999999	DELETE (97) IB Removal DEL	PHILIPS MV UL PHILIPS IU22 (UZP457)	1/1/2018	All Service Coverages**			(\$14,121)
System ID: 83175SUL2 Phy Loc Acct: 129978 Contract: 0316623 MSA - 2011- 0 Global Order #: 9999999999999	DELETE (97) IB Removal DEL	PHILIPS MV UL PHILIPS IU22 (UZP457)	1/1/2018	All Service Coverages**			(\$14,121)
System ID: 83175SUL5 Phy Loc Acct: 129978 Contract: 0316623 MSA - 2011- 0 Global Order #: 9999999999999	DELETE (97) IB Removal DEL	SONOSITE MV UL SONOSITE TITAN (UZ2653) EOSL: 4/30/2016	1/1/2018	All Service Coverages**			(\$6,614)
System ID: 83175SUL7 Phy Loc Acct: 129978 Contract: 0316623 MSA - 2011- 0 Global Order #: 2008063008001	DELETE (97) IB Removal DEL	SONOSITE MV UL SONOSITE TITAN (UZ2653) EOSL: 4/30/2016	1/1/2018	All Service Coverages**			(\$6,614)
System ID: 83175SULIE33 Phy Loc Acct: 129978 Contract: 0316623 MSA - 2011- 0 Global Order #: 9999999999999 Cost Center: 02RDXX	DELETE (97) IB Removal DEL	PHILIPS MV UL PHILIPS IE33 (UZP460)	1/1/2018	All Service Coverages**			(\$18,359)



Equipment Identifiers	Trans. Type	Equipment	Effective Date	Offering	Options	Features	Incremental Annual Amount
System ID: TRO19717047 Phy Loc Acct: 129978 Contract: 0316623 MSA - 2011- 0 Global Order #: 4166786	ADD WC	NANOSONICS UL TROPHON (UCCTRO)	3/1/2018 through End of Agreement	AssurePoint Standard	INCLUDED: • LOANER COVERAGE EXCLUDED: • CARTS • Printers	<ul style="list-style-type: none"> Accessories Discount: 20% Accidental Damage Replacement: Excluded FE Coverage Weekdays: NO COVERAGE HRS FE Coverage Weekend: NO COVERAGE HRS PM Buy-up: Standard+1, M-F 0800-1700 Re-Fresh PM Repair Parts: Included, Next Day 10:30 AM LST-UL Repair Type: Depot Repair Only Technical Phone Support 	\$1,800
System ID: 831757HOLCARM Phy Loc Acct: 129978 Contract: 0316623 MSA - 2011- 0 Global Order #: 9999999999999	ADD REN	HOLOGIC MV XR HOLOGIC INSIGHT MINI (XZO106)	3/1/2018 through End of Agreement	AssurePoint Standard	INCLUDED: • IMAGE INTENSIFIER • TUBE COVERAGE	<ul style="list-style-type: none"> FE Coverage Weekdays: MON-FRI, 8AM-5PM FE Coverage Weekend: NO COVERAGE HRS FE Onsite Response Time: 4-Hours iCenter InSite Response: 30 InSite/Tech Phone Support PM Coverage HOURS/DAYS: MON-FRI, 8AM-5PM Repair Parts: Included, Next Day 10:30 AM LST-GDXR Uptime Commitment: 97% 	\$7,700
System ID: TRO81548016 Phy Loc Acct: 129978 Contract: 0316623 MSA - 2011- 0 Global Order #: 4557195	ADD WC	NANOSONICS UL TROPHON (UCCTRO)	9/13/2018 through End of Agreement	AssurePoint Standard	INCLUDED: • LOANER COVERAGE EXCLUDED: • CARTS • Printers	<ul style="list-style-type: none"> Accessories Discount: 20% Accidental Damage Replacement: Excluded FE Coverage Weekdays: NO COVERAGE HRS FE Coverage Weekend: NO COVERAGE HRS PM Buy-up: Standard+1, M-F 0800-1700 Re-Fresh PM Repair Parts: Included, Next Day 10:30 AM LST-UL Repair Type: Depot Repair Only Technical Phone Support 	\$1,800
System ID: LE9203337US6 Phy Loc Acct: 129978 Contract: 0316623 MSA - 2011- 0 Global Order #: 4557195	ADD WC	GE UL LOGIQ E9 R4/R5 & ABOVE (ULGE9C)	10/2/2018 through End of Agreement	AssurePoint Standard	INCLUDED: • DVR • EXTERNAL DVD R/W • GENERAL/SPECIALTY PROBES: Unlimited (even if caused by accidental damage) • PEDOF PROBE • Printers • VCR	<ul style="list-style-type: none"> FE Coverage Weekdays: MON-FRI, 8AM-5PM FE Coverage Weekend: NO COVERAGE HRS FE Onsite Response Time: 6-Hours InSite Response: 30 InSite/Tech Phone Support PM Cov.: Mon-Fri 8AM-5PM, 1 per Year Remote Apps Support Level-1: MON-FRI, 8AM-5PM Repair Parts: Included, Next Day 10:30 AM LST-UL Uptime Commitment: 95% 	\$14,850



Equipment Identifiers	Trans. Type	Equipment	Effective Date	Offering	Options	Features	Incremental Annual Amount
System ID: LE9203358US6 Phy Loc Acct: 129978 Contract: 0316623 MSA - 2011-0 Global Order #: 4557195	ADD WC	GE UL LOGIQ E9 R4/R5 & ABOVE (ULGE9C)	10/2/2018 through End of Agreement	AssurePoint Standard	INCLUDED: • DVR • EXTERNAL DVD R/W • GENERAL/SPECIALTY PROBES: Unlimited (even if caused by accidental damage) • PEDOF PROBE • Printers • VCR	<ul style="list-style-type: none"> • FE Coverage Weekdays: MON-FRI, 8AM-5PM • FE Coverage Weekend: NO COVERAGE HRS • FE Onsite Response Time: 6-Hours • InSite Response: 30 • InSite/Tech Phone Support • PM Cov.: Mon-Fri 8AM-5PM, 1 per Year • Remote Apps Support Level-1: MON-FRI, 8AM-5PM • Repair Parts: Included, Next Day 10:30 AM LST-UL • Uptime Commitment: 95% 	\$14,850

NET ADJUSTMENT TO CONTRACT:

(\$25,920)

The Agreement is hereby amended as follows. The Product above is added, deleted, or modified as indicated. Service for additions or modifications continues until Agreement expiration. In the event of conflict between this Addendum and the Agreement, this Addendum prevails. The Addendum start date is: (a) the above Effective Date if Customer signs and returns this Addendum within 15 calendar days of that date; or (b) the date of signature if Customer does not sign and return this Addendum within 15 calendar days of the above date.

Customer:

Approved By: _____ Title: _____

Signature: _____ Date: _____

GE Healthcare:

Approved By: Jessica Krutchnik Title: HSAMSignature: [Signature] Date: 03/08/18

Exhibit B

Updated Inventory List

Please see attached.

Natividad Inventory – Diagnostic Imaging

Account #	Account Name	System ID	Modality	Product Description	Manufacturer (OEM)	Warranty	Contract
129978	NATIVIDAD MEDICAL CENTER	3178184100185	SAVI-Vascular	INNOVA 4100 ANGIO	GEHC: DI	N	N
129978	NATIVIDAD MEDICAL CENTER	831755CT01	CT	LIGHTSPEED ULTRA	GEHC: DI	N	Y
129978	NATIVIDAD MEDICAL CENTER	831755CTUPS	A&S	POWERWARE UPS 10 KVA	POWERWARE	N	N
129978	NATIVIDAD MEDICAL CENTER	831755IN1	Nuclear	INFINIA 3/8 HAWKEYE	GEHC: DI	N	Y
129978	NATIVIDAD MEDICAL CENTER	831755INJ1	A&S	MEDRAD STELLANT SX	MEDRAD	N	Y
129978	NATIVIDAD MEDICAL CENTER	831755INUPS	A&S	GAMATRONIC UPS 10 KVA (3/3GE)	GAMATRONIC	N	Y
129978	NATIVIDAD MEDICAL CENTER	831755PICKER1	GD XR-R&F	PICKER CLINIX RF/RF	PICKER	N	N
129978	NATIVIDAD MEDICAL CENTER	831755PICKER2	GD XR-RAD	PICKER CHESTFILMER/MTX	PICKER	N	N
129978	NATIVIDAD MEDICAL CENTER	831755TEE	Ultrasound	PHILIPS 2D TEE PROBE	PHILIPS	N	Y
129978	NATIVIDAD MEDICAL CENTER	831755UL1	Ultrasound	PHILIPS IU22	PHILIPS	N	Y
129978	NATIVIDAD MEDICAL CENTER	831755UL2	Ultrasound	PHILIPS IU22	PHILIPS	N	Y
129978	NATIVIDAD MEDICAL CENTER	831755UL3	Ultrasound	PHILIPS IU22	PHILIPS	N	Y
129978	NATIVIDAD MEDICAL CENTER	831755UL4	Ultrasound	PHILIPS IU22	PHILIPS	N	N
129978	NATIVIDAD MEDICAL CENTER	831755UL5	Ultrasound	SONOSITE TITAN	SONOSITE	N	Y
129978	NATIVIDAD MEDICAL CENTER	831755UL7	Ultrasound	SONOSITE TITAN	SONOSITE	N	Y
129978	NATIVIDAD MEDICAL CENTER	831755ULICU	Ultrasound	SONOSITE M-TURBO	SONOSITE	N	N
129978	NATIVIDAD MEDICAL CENTER	831755ULIE33	Ultrasound	PHILIPS IE33	PHILIPS	N	Y
129978	NATIVIDAD MEDICAL CENTER	831755ULIE33NEW	Ultrasound	PHILIPS IE33	PHILIPS	N	N
129978	NATIVIDAD MEDICAL CENTER	831755UPS	A&S	POWERWARE UPS 14 KVA	POWERWARE	N	N
129978	NATIVIDAD MEDICAL CENTER	831755XLRSP1	Nuclear	NM XELERIS SW UPGRADE 10 PROMO	GEHC: DI	N	Y
129978	NATIVIDAD MEDICAL CENTER	831755XLR5VW1	Nuclear	NM XELERIS VIEW DESKTOP ALT	GEHC: DI	N	Y
129978	NATIVIDAD MEDICAL CENTER	831757HOLCARM	GD XR-RAD	HOLOGIC INSIGHT MINI	HOLOGIC	N	N
129978	NATIVIDAD MEDICAL CENTER	831757MERGE	A&S	MERGE DICOM CONVERTER BOX	MERGE	N	N
129978	NATIVIDAD MEDICAL CENTER	831757NCR	MR	SIGNA CRYOGENS	GEHC: DI	N	Y
129978	NATIVIDAD MEDICAL CENTER	831757NMR	MR	SIGNA MR/I BASE 1.0T FIXED	GEHC: DI	N	Y
129978	NATIVIDAD MEDICAL CENTER	831BIODEX	Nuclear	ALL BIODEX UPTAKE COUNTER	BIODEX MEDICAL SYSTEMS	N	Y
129978	NATIVIDAD MEDICAL CENTER	831KODAKMIM1	A&S	ALL KODAK MIM'S	KODAK	N	Y
129978	NATIVIDAD MEDICAL CENTER	CT40428BCT	CT	VCT UPGRADE	GEHC: DI	N	N
129978	NATIVIDAD MEDICAL CENTER	LE9203337US6	Ultrasound	LOGIQ E9 XDCLEAR 2.0	GEHC: Ultrasound	Y	N
129978	NATIVIDAD MEDICAL CENTER	LE9203358US6	Ultrasound	LOGIQ E9 XDCLEAR 2.0	GEHC: Ultrasound	Y	N

*GE Healthcare Proprietary & Confidential

129978	NATIVIDAD MEDICAL CENTER	OECE21508	SAVI-Surgery	ATO MODEL, 9900, 12 INCH CARM, 15AMP WKSTN, 9900 CVI GLOBAL ELITE		N	Y
129978	NATIVIDAD MEDICAL CENTER	OECE21508	SAVI-Surgery	ATO MODEL, 9900, 12 INCH CARM, 15AMP WKSTN, 9900 CVI GLOBAL ELITE		N	Y
129978	NATIVIDAD MEDICAL CENTER	OECE91337	SAVI-Surgery	ATO MODEL, 9900, 9 INCH STANDARD CARM, 15AMP WKSTN, 9900 CVI GLOBAL ELITE		N	Y
129978	NATIVIDAD MEDICAL CENTER	OECE91337	SAVI-Surgery	ATO MODEL, 9900, 9 INCH STANDARD CARM, 15AMP WKSTN, 9900 CVI GLOBAL ELITE		N	Y
129978	NATIVIDAD MEDICAL CENTER	TRO19717047	Ultrasound	ULTRASOUND TROPHON	GEHC: DI	N	N
129978	NATIVIDAD MEDICAL CENTER	TRO81548016	Ultrasound	ULTRASOUND TROPHON	GEHC: DI	Y	N
129978	NATIVIDAD MEDICAL CENTER	4557195UL62	Ultrasound	ULTRASOUND TROPHON	GEHC: DI	Y	N
129978	NATIVIDAD MEDICAL CENTER	4557195UL63	Ultrasound	ULTRASOUND TROPHON	GEHC: DI	Y	N
129978	NATIVIDAD MEDICAL CENTER		SAVI-Surgery	ASM C-ARM MODEL 9400 9 INCH		N	N
129978	NATIVIDAD MEDICAL CENTER		SAVI-Surgery	CI, M2 1080P, EQUIP MGMT AND VISUALIZATION SYSTEM, NUBOOM	GEHC: OEC	N	N
129978	NATIVIDAD MEDICAL CENTER		SAVI-Surgery	MEDISPEC LITHO SYSTEMS, USED FOR SIEBEL TRACKING		N	N