

*Agreement A-13418*

*AGTI-26888*

**RENEWAL AND AMENDMENT NO. 3  
TO THE SERVICES AGREEMENT  
BETWEEN NATIVIDAD MEDICAL CENTER (COUNTY OF MONTEREY) AND  
AGILITI SURGICAL, INC.  
FOR  
THE PROVISION OF LITHOTRIPSY, CRYOTHERAPY, AND LASER GUIDED IMAGERY  
SERVICES**

This Renewal and Amendment No. 3 to the County of Monterey, Natividad Medical Center (NMC) Agreement for Services is made and entered into, by and between the County of Monterey (hereinafter "County"), a political subdivision of the State of California, on behalf of Natividad Medical Center, an acute care hospital (hereinafter, "NMC"), and Agiliti Surgical, Inc. (hereinafter "CONTRACTOR"); **From this point forward, the party referenced previously as "NMC" shall be referenced as "COUNTY" and collectively, COUNTY and CONTRACTOR are referred to as the "Parties" to this Agreement, with respect to the following:**

**RECITALS**

**WHEREAS**, the County of Monterey on behalf of Natividad Medical Center and Agiliti Surgical Inc. had previously entered into an Agreement for Services (hereinafter "Agreement") on January 10, 2017 to provide lithotripsy, cryotherapy, and laser guided imagery services to NMC with a three (3) year period and a total Agreement amount not to exceed \$125,000; and

**WHEREAS**, UHS Surgical Services assigned all of its right, title, interest in and to, and all of its terms, covenants, conditions and obligations on December 3, 2018 to Agiliti Surgical, Inc. who accepts the assignment and expressly assumes and agrees to keep, perform and fulfill all of the terms, covenants, conditions and obligations required to be kept, performed, and fulfilled. The County of Monterey consented to the foregoing assignment and assumption on March 15, 2019; and

**WHEREAS**, NMC and CONTRACTOR amended the Agreement on October 29, 2020 to extend it for an additional two (2) year period (January 1, 2021 through December 31, 2022) for a revised full agreement term of January 1, 2017 through December 31, 2022, and adding \$145,000 for a revised total agreement amount not to exceed \$270,000; and

**WHEREAS**, the Agreement expired on December 31, 2022; and

**WHEREAS**, the Parties wish to renew and amend the Agreement on the same or similar terms, beginning January 1, 2023 and to extend the term for an additional one (1) year period (January 1, 2023 through December 31, 2023) for a revised full Agreement term of January 1, 2017 through December 31, 2023 to allow for services to continue and to increase the amount payable by \$145,000 for a total Agreement amount of \$415,000 with no changes to the scope.

**AGREEMENT**

**NOW THEREFORE**, the Parties agree as follows:

The Agreement is hereby renewed and amended on the terms and conditions as set forth in the original Agreement incorporated herein by this reference, except as specifically set forth below.

1. "TERM OF AGREEMENT" Section shall be amended to the following:  
"The term of this Agreement is from January 1, 2017 through December 31, 2023 unless sooner terminated pursuant to the terms of this Agreement".
2. "PAYMENTS BY NMC" Section shall be amended to the following:  
*The total amount payable by COUNTY to CONTRACTOR shall not exceed the sum of \$415,000."*
3. Section 6 shall be amended to add and incorporate the following Section 6.6:  
*"6.6. Section 6.2 notwithstanding, as of January 1, 2023, CONTRACTOR may increase the rates set forth herein 3.5% once every 12 months. The increase is applied on a cumulative basis beginning on January 1, 2023 or date of last increase, whichever is later. Not increasing rates is not a waiver of CONTRACTOR'S right to do so.*
4. If there is any conflict or inconsistency between the provisions of Agreement, or this Renewal and Amendment No. 3, the provisions of this Renewal and Amendment No. 3 shall govern.
5. This Renewal and Amendment is effective retroactively on January 1, 2023.

IN WITNESS WHEREOF, the Parties hereby execute this Renewal and Amendment No. 3 as follows:

**COUNTY OF MONTEREY on behalf of  
NATIVIDAD MEDICAL CENTER**

By: \_\_\_\_\_  
Charles R. Harris MD, CEO

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

**APPROVED AS TO LEGAL PROVISIONS**

DocuSigned by:  
**Stacy Saetta**  
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By: \_\_\_\_\_  
Monterey County Deputy County Counsel

Date: \_\_\_\_\_  
5/2/2023 | 2:09 PM PDT

**APPROVED AS TO FISCAL PROVISIONS**

DocuSigned by:  
**Jennifer Forsyth**  
4E7E657875454AE...  
By: \_\_\_\_\_  
Monterey County Chief Deputy Auditor-Controller

Date: \_\_\_\_\_  
5/3/2023 | 4:28 PM PDT

**CONTRACTOR**

**AGILITI SURGICAL INC.**

**CONTRACTOR's Business Name**

**\*\*Signature instructions below\*\***

By: \_\_\_\_\_  
(Signature of Chair, President, or Vice-President)

**Matthew McCabe SUP finance & treasure**  
Name and Title

Date: \_\_\_\_\_  
4.20.23

By: \_\_\_\_\_  
(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

**Lee Neumann, Secretary**  
Name and Title

Date: \_\_\_\_\_  
4-20-2023

**\*\*\*SIGNATURE 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. (2 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. (2 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. (1 signature required)