



Monterey County Board of Supervisors

Board Order

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

www.co.monterey.ca.us

A motion was made by Supervisor Chris Lopez, seconded by Supervisor Wendy Root Askew to:

Agreement No.: A-14305 ; Amendment No.: 3

- a. Authorize the Chief Executive Officer for Natividad or his designee to execute renewal & amendment No. 3 to the agreement (A-14305) with Stryker Sales Corporation dba Stryker Instruments for preventative maintenance on power tools and Neptune equipment, extending the agreement an additional three (3) year period (May 15, 2022 through May 14, 2025) for a revised full agreement term of May 1, 2018 through May 14, 2025, and adding \$339,300 for a revised total agreement amount not to exceed \$599,216.
- b. Authorize the Chief Executive Officer for Natividad or his designee to execute up to three (3) future amendments to the agreement which do not significantly alter the scope of work and do not cause an increase of more than ten percent (10%) (\$6,979) of the original cost of the agreement.

PASSED AND ADOPTED on this 14th day of March 2023, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez, and Askew

NOES: None

ABSENT: Supervisor Adams

Motion Passed 4 to 0

I, Valerie Ralph, 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 82 for the meeting March 14, 2023.

Dated: March 15, 2023

File ID: A 23-029

Agenda Item No.: 25

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

Emmanuel H. Santos, Deputy

Agreement A-14305

**RENEWAL AND AMENDMENT NO. 3
TO THE SERVICES AGREEMENT
BETWEEN NATIVIDAD MEDICAL CENTER (COUNTY OF MONTEREY) AND
STRYKER SALES CORPORATION DBA STRYKER INSTRUMENTS
FOR
MANAGE PREVENTATIVE MAINTENANCE ON POWER TOOLS AND NEPTUNE EQUIPMENT**

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 Stryker Sales Corporation dba Stryker Instruments (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 Stryker Sales Corporation dba Stryker Instruments had previously entered into an Agreement for Services (hereinafter "Agreement") on May 1, 2018 provide preventative maintenance services to NMC with a 2 year term and a total Agreement amount not to exceed \$69,789; and

WHEREAS, NMC and CONTRACTOR amended the Agreement on May 15, 2019 via Amendment No. 1 to add a Procure Protect maintenance and repair plan on endoscopy equipment for a thirty six (36) month period through May 14, 2022, and to add an additional \$114,300, thereby increasing the total Agreement amount to \$184,089; and

WHEREAS, NMC and CONTRACTOR amended the Agreement on October 29, 2020 to add a Prevent Care maintenance and repair plan on endoscopy equipment for a twenty four (24) month period costing \$3,159.46 per month (\$75,827.04 total cost for 24 months) for a revised total Agreement amount of \$259,916.04.

WHEREAS, Stryker Sales Corporation has changed its corporate name to Stryker Sales, LLC, effective as of January 1, 2021;

WHEREAS, the Agreement expired on May 14, 2022; and

WHEREAS, the Parties wish to renew and amend the Agreement on the same or similar terms, beginning May 15, 2022 and to extend the term for an additional three (3) year period (May 15, 2022 through May 14, 2025) for a revised full Agreement term of May 1, 2018 through May 14, 2025 to allow for services to continue with additions to the original scope of work attached hereto as "Exhibit A-3 as per Renewal and Amendment No. 3" and to increase the amount payable by \$339,300 for a total Agreement amount of \$599,216.14.

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 May 1, 2018 through May 14, 2024 unless sooner terminated pursuant to the terms of this Agreement".
2. Wherever appearing in the Agreement, the term CONTRACTOR shall refer to Stryker Sales, LLC, rather than to Stryker Sales Corporation.
3. "PAYMENTS BY NMC" Section shall be amended to the following:
"COUNTY" shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A, Exhibit A-1, Exhibit B, Exhibit C, Exhibit D and Exhibit A-3, subject to the limitations set forth in this Agreement and in this Renewal and Amendment No. 3, Amendment No. 2 and Amendment No. 1. The total amount payable by COUNTY to CONTRACTOR shall not exceed the sum of \$599,216.14."
4. "SCOPE OF SERVICES AND ADDITIONAL PROVISIONS/EXHIBITS" Section shall be amended to the following:
***"The following attached exhibits are incorporated herein by reference and constitute a part of the Agreement:
Exhibit A: Scope of Services/Payment Provisions
Exhibit A-1: Product Service Plan and Inventory Sheet for Power Tools & Neptune Equipment
Exhibit B: Additional Risk Provisions
Exhibit C: Scope of Services/Payment Provisions for Procare Protect Plan for Endoscopy Equipment
Exhibit D: Scope of Services/Payment Provisions for Prevent Care Plan for Endoscopy Equipment."
Exhibit A-3: Additional Scope of Services/Payment provisions as per Renewal and Amendment No. 3."***
5. 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.
6. This Renewal and Amendment is effective retroactively on May 15, 2022.

The remainder of this page was intentionally left blank.

~ Signature page to follow ~

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

COUNTY OF MONTEREY on behalf of
NATIVIDAD MEDICAL CENTER

DocuSigned by:
By: Charles Harris
Charles R. Harris MD, CEO
3/15/2023 | 12:41 PM PDT
Date: _____

APPROVED AS TO LEGAL PROVISIONS

DocuSigned by:
By: Stacy Saetta
C0ECE1B99F444A9...
Monterey County Deputy County Counsel
2/24/2023 | 4:15 PM PST
Date: _____

APPROVED AS TO FISCAL PROVISIONS

DocuSigned by:
By: Jennifer Forsyth
4E7E657875454AE...
Monterey County Chief Deputy Auditor-Controller
2/27/2023 | 3:29 PM PST
Date: _____

CONTRACTOR

STRYKER SALES LLC

CONTRACTOR's Business Name

****Signature instructions below****

By: Brent Ladd
(Signature of Chair, President, or Vice-President)

Brent Ladd President, Endoscopy

Name and Title

Date: 02/23/2023

By: Karen Kowalski
(Signature of Secretary, Asst. Secretary,
CFO, Treasurer, or Asst. Treasurer)

Director of Sales, ProCare

Name and Title

Date: 02-23-2023

*****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)

Exhibit A-3 as per Renewal & Amendment 3:
Revised Payment/Provisions

ProCareServices

ACCT #:
21989 NATIVIDAD MED CTR
1441 CONSTITUTION BLVD
SALINAS,CA,93906

INITIALS

Customer

Stryker

PROCARE SERVICE EQUIPMENT

Item No.	Part No.	Description	Years	Quantity	Sell Price Ea. / Month	Total Monthly Sell Price
1	1588610122	1588 AIM CAMERA HEAD WITH INTEGRATED COUPLER	3	2	\$280.24	\$560.48
2	1588TWR	1588 TOWER COVERAGE SERVICE CONTRACT	3	2	\$286.61	\$573.22
3	1588010000	1588 AIM CAMERA CONTROL UNIT (CCU)	3	2	\$0.00	\$0.00
4	220220300	L10 LED LIGHT SOURCE WITH AIM	3	2	\$0.00	\$0.00
5	240060100	SDC3 BASE SYSTEM	3	2	\$0.00	\$0.00
6	240260000	CLARITY CONSOLE	3	1	\$0.00	\$0.00
7	620050000	PNEUMOCLEAR PLUS CO2 CONDITIONING INSUFFLATOR (AMERICAS)	3	1	\$0.00	\$0.00
8	240031010	SYNK WIRELESS TRANSMITTER	3	1	\$0.00	\$0.00
9	475100000	PKG, CROSSFIRE 2 CONSOLE	3	1	\$0.00	\$0.00
10	450000000	PKG, CROSSFLOW CONSOLE	3	1	\$0.00	\$0.00
11	240031000	VISIONPRO SYNK 26" WIRELESS LED DISPLAY	3	2	\$111.46	\$222.92
12	240031020	VISIONPRO 26" LED DISPLAY	3	1	\$122.61	\$122.61
13	240080230	SDP1000	3	2	\$36.62	\$73.24
14	PC9001	VIDEO PROCESSOR/ILLUMINATOR (VPI)	3	1	\$195.85	\$195.85
15	PC9002	PINPOINT CAMERA HEAD	3	2	\$315.27	\$630.54
16	SC9104	PINPOINT LAPAROSCOPE - 10MM, STANDARD, 0 WITH WOLF AND STORZ ADAPTOR	3	2	\$175.15	\$350.30
17	SC9134	PINPOINT LAPAROSCOPE - 10MM, STANDARD, 30 WITH WOLF AND STORZ ADAPTOR	3	2	\$222.92	\$445.84
Monthly Sell Price						\$3,175.00

**Exhibit A-3 as per Renewal &
Amendment 3:
Revised Payment/Provisions**

1941 Stryker Way
Portage, MI 49024
t: 1-800-253-3210
www.stryker.com

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Instruments

Quote Number: 10645211
Prepared For: NATIVIDAD MED CTR
Account Number: 210367
Quote Date: 02/20/2023

CUSTOMER'S COPY

Proposal

Proposal Submitted To		From
Name:	NATIVIDAD MED CTR	Katie Kipp
Address:	1441 CONSTITUTION BLVD SALINAS, California 93906-3100	katie.kipp@stryker.com
Phone:	+18317554316	Work # Mobile #
Email:	We are pleased to submit our quotation on the following Stryker Instruments products.	

PROCARE COVERAGE

Existing Equipment

Product	Description	Yrs.	Qty
4505-000-000W Diagnostic Visits SFM	System 8 Cordless Driver ProCare Advanced Exchange	3.00	2
4505-000-000W Diagnostic Visits SFM	System 8 Cordless Driver ProCare (Coverage starts 9/15/2023) Advanced Exchange	3.00	3
4508-000-000W Diagnostic Visits SFM	System 8 Sabo Sag Saw ProCare (Coverage starts 9/15/2023) Advanced Exchange	3.00	3
4000-000-000W Diagnostic Visits SFM	Cordless/Rotary Attch ProCare Advanced Exchange	3.00	12
8212-000-000W SFM	System 8 Small Battery ProCare Advanced Exchange	3.00	8
7110-120-000W	Universal Charger ProCare Depot Repair	3.00	2
5400-052-000W	CORE 2 Console ProCare (Coverage starts 9/15/2023) Depot Repair	3.00	2
8207-000-000W Diagnostic Visits SFM	System 8 Sternum Saw ProCare Advanced Exchange	3.00	1
8209-000-000W	System 8 Precision Saw ProCare (Coverage starts 9/15/2023)	3.00	4

Quote 10645211

02/20/2023

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Instruments

SEM	Advanced Exchange		
8205-000-000W	System 8 Dual Trigger ProCare (Coverage starts 9/15/2023)	3.00	4
SEM	Advanced Exchange		
8208-000-000W	System 8 Sagittal Saw ProCare (Coverage starts 9/15/2023)	3.00	4
SEM	Advanced Exchange		
8206-000-000W	System 8 Recip Saw ProCare (Coverage starts 9/15/2023)	3.00	4
SEM	Advanced Exchange		
8000-000-000W	System 8 Attachment ProCare	3.00	8
Diagnostic Visits	Advanced Exchange		
8215-000-000W	System 8 Large Battery ProCare	3.00	8
SEM	Advanced Exchange		
0703-001-000W	Neptune 3 Rover ProCare	3.00	4
	Depot Repair		
0702-014-000W	Neptune 2 Docker ProCare	3.00	1
	Depot Repair		
9000-200-000W	ProCare Diagnostic Services Tier 1	3.00	2
Diagnostic Visits			

New Equipment

Product	Description	Yrs.	Qty
4507-000-000W	System 8 CD NXT Handpiece ProCare (Coverage starts 05/15/2024)	3.00	2
SEM	Advanced Exchange		
4505-000-000W	System 8 Cordless Driver ProCare (Coverage starts 05/15/2024)	3.00	1
SEM	Advanced Exchange		
4508-000-000W	System 8 Sabo Sag Saw ProCare(Coverage starts 05/15/2024)	3.00	1
SEM	Advanced Exchange		
4400-000-000W	POWEReam Attachment ProCare(Coverage starts 05/15/2024)	3.00	3
Diagnostic Visits	Advanced Exchange		
7400-015-000W	TPX Micro Drill ProCare (Coverage starts 05/15/2024)	3.00	3
Diagnostic Visits	Advanced Exchange		
7400-037-000W	TPX Reciprocating Saw ProCare(Coverage starts 05/15/2024)	3.00	3
Diagnostic Visits	Advanced Exchange		
7400-034-000W	TPX Sagittal Saw ProCare(Coverage starts 05/15/2024)	3.00	3
Diagnostic Visits	Advanced Exchange		
7400-031-000W	TPX Oscillating Saw ProCare (Coverage starts 05/15/2024)	3.00	2
Diagnostic Visits	Advanced Exchange		
7400-062-000W	TPX Electric Wire Driver ProCare (Coverage starts 05/15/2024)	3.00	3
	Advanced Exchange		
7400-099-000W	TPX Universal Driver ProCare (Coverage starts 05/15/2024)	3.00	2

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Instruments

Designation	Volume of Exchange		
7400-000-000W	TPX Attachment ProCare (Coverage starts 05/15/2024)	3.00	6
Designation	Volume of Exchange		

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Instruments

SCHEDULE 1 to EQUIPMENT SERVICE PLAN
EQUIPMENT

Quote Number: 10645211
Prepared For: NATIVIDAD MED CTR
Account Number: 210367
Quote Date: 02/20/2023

Repair Items Schedule 1 - Section A

Product #	Description	Serial #
4505-000-000W	System 8 Cordless Driver ProCare	1820022023
4505-000-000W	System 8 Cordless Driver ProCare	1900916583
4505-000-000W	System 8 Cordless Driver ProCare (Coverage starts 9/15/2023)	2216900783
4505-000-000W	System 8 Cordless Driver ProCare (Coverage starts 9/15/2023)	2216901023
4505-000-000W	System 8 Cordless Driver ProCare (Coverage starts 9/15/2023)	2217222523
4508-000-000W	System 8 Sabo Sag Saw ProCare (Coverage starts 9/15/2023)	2200500323
4508-000-000W	System 8 Sabo Sag Saw ProCare (Coverage starts 9/15/2023)	2200500393
4508-000-000W	System 8 Sabo Sag Saw ProCare (Coverage starts 9/15/2023)	2200500563
4507-000-000W	System 8 CD NXT Handpiece ProCare (1st Year Free)	N/A
4505-000-000W	System 8 Cordless Driver ProCare (1st Year Free)	N/A
4508-000-000W	System 8 Sabo Sag Saw ProCare (1st Year Free)	N/A
7110-120-000W	Universal Charger ProCare	1622800343
7110-120-000W	Universal Charger ProCare	1622800353
5400-052-000W	CORE 2 Console ProCare (Coverage starts 9/15/2023)	2223100379
5400-052-000W	CORE 2 Console ProCare (Coverage starts 9/15/2023)	2223100439
7400-015-000W	TPX Micro Drill ProCare (1st Year Free)	2223806703
7400-015-000W	TPX Micro Drill ProCare (1st Year Free)	2223806713
7400-015-000W	TPX Micro Drill ProCare (1st Year Free)	2223806723
7400-037-000W	TPX Reciprocating Saw ProCare (1st Year Free)	2234802083
7400-037-000W	TPX Reciprocating Saw ProCare (1st Year Free)	2235511613
7400-037-000W	TPX Reciprocating Saw ProCare (1st Year Free)	2235511663
7400-034-000W	TPX Sagittal Saw ProCare (1st Year Free)	2230114813
7400-034-000W	TPX Sagittal Saw ProCare (1st Year Free)	2231327253
7400-034-000W	TPX Sagittal Saw ProCare (1st Year Free)	2234116623
7400-031-000W	TPX Oscillating Saw ProCare (1st Year Free)	2229812653
7400-031-000W	TPX Oscillating Saw ProCare (1st Year Free)	2229812663
7400-062-000W	TPX Electric Wire Driver ProCare (1st Year Free)	2234900463

Quote 10645211

02/20/2023

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Instruments

7400-062-000W	TPX Electric Wire Driver ProCare (1st Year Free)	2235522273
7400-062-000W	TPX Electric Wire Driver ProCare (1st Year Free)	2235522283
7400-099-000W	TPX Universal Driver ProCare (1st Year Free)	2234700033
7400-099-000W	TPX Universal Driver ProCare (1st Year Free)	2234918203
8207-000-000W	System 8 Sternum Saw ProCare	1703303853
8209-000-000W	System 8 Precision Saw ProCare (Coverage starts 9/15/2023)	N/A
8205-000-000W	System 8 Dual Trigger ProCare (Coverage starts 9/15/2023)	N/A
8208-000-000W	System 8 Sagittal Saw ProCare (Coverage starts 9/15/2023)	N/A
8206-000-000W	System 8 Recip Saw ProCare (Coverage starts 9/15/2023)	N/A
0703-001-000W	Neptune 3 Rover ProCare	1708117113
0703-001-000W	Neptune 3 Rover ProCare	2004104373
0703-001-000W	Neptune 3 Rover ProCare	2004207433
0703-001-000W	Neptune 3 Rover ProCare	2004403893
0702-014-000W	Neptune 2 Docker ProCare	1600407473
9000-200-000W	ProCare Diagnostic Services Tier 1	N/A

Replacement Items Schedule 1 - Section B

Product #	Description
4400-000-000W	POWEReam Attachment ProCare (1st Year Free)
4000-000-000W	Cordless/Rotary Attch ProCare
8212-000-000W	System 8 Small Battery ProCare
7400-000-000W	TPX Attachment ProCare (1st Year Free)
8000-000-000W	System 8 Attachment ProCare
8215-000-000W	System 8 Large Battery ProCare