

**AMENDMENT NO. 2
TO SERVICES AGREEMENT
BETWEEN MCROBERTS SECURITY TECHNOLOGIES AND
NATIVIDAD MEDICAL CENTER
FOR
EQUIPMENT, SUPPLIES, INSTALLATION, MAINTENANCE AND REMOTE MONITORING
SERVICES OF THE "MY CHILD INFANT SECURITY SYSTEM"**

This Amendment No. 2 to the Services Agreement ("Agreement") which was effective on January 1 2015 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (hereinafter "NMC"), and McRoberts Security Technologies (hereinafter "CONTRACTOR"); (collectively, the County, NMC and CONTRACTOR are referred to as the "Parties"), with respect to the following:

RECITALS

WHEREAS, the Agreement with Prosec Protection Systems, Inc. dba McRoberts Security Technologies was executed for Equipment, Supplies, Installation, Maintenance and Remote Monitoring Services of the "My Child Infant Security System" with a term January 1, 2015 through December 31, 2019 and a total Agreement amount not to exceed \$217,832; and

WHEREAS, NMC and Prosec Protection Systems, Inc. dba McRoberts Security Technologies amended the Agreement to add services which primarily include the addition of a new receiver and the relocation of an existing controller, further defined in the attached "Exhibit A-1 per Amendment No.1" for an added cost of \$18,080, thereby increasing the total Agreement amount to \$235,912 with no changes to the term dates, and

WHEREAS, NMC and CONTRACTOR currently wish to amend the Agreement to extend the system maintenance for an additional one (1) year period through December 31, 2020 to allow for services to continue with additions to the original scope of work attached hereto as "Exhibit A-2 per Amendment No. 2" with a \$33,975 increase for the added services for a total Agreement amount of \$269,887.

AGREEMENT

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

The Agreement is hereby renewed on the terms and conditions as set forth in the Original Agreement and Amendment No 1, incorporated herein by this reference, except as specifically set forth below.

1. Section 2 , "PAYMENTS BY NMC" shall be amended to the following:
"NMC shall pay the CONTRACTOR in accordance with the payment provisions set forth in EXHIBIT A plus EXHIBIT A-1 as per Amendment No. 1 plus EXHIBIT A-2 as per Amendment No. 2 attached hereto this Amendment No.2. The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$269,887."
2. The first sentence of Section 3, "TERM OF AGREEMENT" shall be amended to the following:
"The term of this Agreement is from January 1, 2015 through Decemeber 31, 2020 unless sooner terminated pursuant to the terms of this Agreement."

3. Section 4, "ADDITIONAL PROVISIONS/EXHIBITS" shall be amended to the following:
"The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:
Exhibit A: Scope of Services/Payment Provisions
Exhibit A-1: revised Scope of Services/Payment Provisions as per Amendment No. 1."
Exhibit A-2: revised Scope of Services/Payment Provisions as per Amendment No. 2."
4. Except as provided herein, all remaining terms, conditions and provisions of the Original Agreement are unchanged and unaffected by this Amendment No. 2 and shall continue in full force and effect as set forth in the Agreement and in Amendment No. 1.
5. A copy of this Amendment No. 2 shall be attached to the Original Agreement.
6. This Amendment No. 2 shall be effective when signed by both parties.

The remainder of this page was intentionally left blank.

~ Signature page to follow ~

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No. 2 on the basis set forth in this document and have executed this Amendment No. 2 on the day and year set forth herein.

NATIVIDAD MEDICAL CENTER

By: _____
Gary R. Gray, DO, CEO

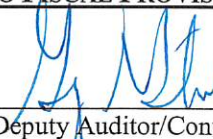
Date: _____

APPROVED AS TO LEGAL PROVISIONS

By:  _____
Monterey County Deputy County Counsel

Date: 10/04/19

APPROVED AS TO FISCAL PROVISIONS

By:  _____
Monterey County Deputy Auditor/Controller

Date: 10-7-19

CONTRACTOR

McRoberts Security Technologies

CONTRACTOR's Business Name
See instructions below

By: _____
(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).

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No. 2 on the basis set forth in this document and have executed this Amendment No. 2 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

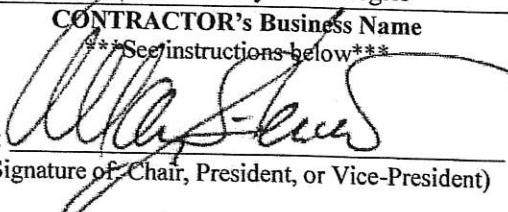
Date: _____

CONTRACTOR

McRoberts Security Technologies

CONTRACTOR's Business Name

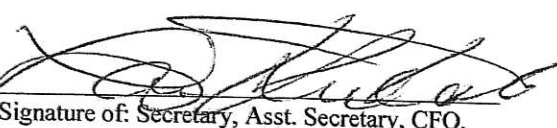
*****See instructions below*****

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

Allan Griebenow, COO/CFO

Name and Title

Date: September 4, 2019

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

LAUREN RISKALUK, VP FINANCE
Name and Title

Date: 9/4/19

*****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).



Exhibit-A-2 revised Scope of Services/Payment Provisions as per Amendment No. 2

Purchase Order Information		Customer Information	
McRoberts Technologies 409 Joyce Kilmer Ave. Suite 307 New Brunswick, New Jersey 08901 Phone: 800-776-7328		Date: 6/19/2019 Facility: Natividad Medical Center Address: 1441 Constitution Blvd. City, State, Zip: Salinas, CA 93912	
Dealer Information		Main Contact: April Ritchie Title: Director of Women's & Children's Services Phone: 831-772-7577 Fax: 831-769-8601 Email: ritchead@natividad.com	
Contact: Kimberly Aleman Company McRoberts Technologies Phone: 800-776-7328 ext 2164 Email: kimberly.aleman@mcrobertstech.com			

Extended Maintenance

OPP-7286 - Extended Maintenance Program Equipment Listing - MC5.4.1.3C- Existing TLM System

Quantity	Part Number	Description
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List of Software Covered

1	AR4SW32-0MY	MyChild - Server module license - Includes Support Monitoring And Remote Technology (SMART)
6	AR4SR32-0MY	MyChild - Workstation software license and Support Monitoring And Remote Technology (SMART)

List of Computer/Annunciation Hardware Covered

1	IE-SERV-Bundle	MyChild - Rack mountable server computer - Includes computer, keyboard and mouse. Dual power supplies, hard drives, network interface cards, and MyChild Server Software license included. Monitor and UPS excluded. Full setup and configuration of operating system software, network configuration, RAID 1, and McRoberts Support Monitoring And Remote Technology (SMART). *Out of Warranty, needs to be replaced
6	IE-CONS-Bundle	MyChild - Workstation computer and LCD monitor with speakers, Uninterruptible Power Supply (UPS), and MyChild console software license. Includes full setup and configuration of operating system software, network configuration, MyChild console software, and McRoberts Support Monitoring And Remote Access (SMART). *Out of Warranty, one workstation with XP needs to be replaced.
4	804A3101	iNM Network Manager - includes UPS backup

Door Infrastructure

15	SR3C01N - Package	Network door system package includes: Networked door controller c/w receive antenna, exciter antenna, one (1) keypad, Door contact, Locking storage enclosure (7" x 8") with cam lock, Sounder with mounting bracket and SnapTite connector
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Location / Tamper Infrastructure

88	SR4R01M - Package	R4 receiver package: T-bar, Double gang box, Mud ring and SnapTite connector
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Ancillary Infrastructure

4	AX-AL1024ULX & AX-PD8	Central Power Supply Bundle: 24Volt Central power supply 10amp - UL listed and 24Volt Central power supply distribution board - UL listed
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Maintenanc term: 01/01/20-12/31/2020

Extended Maintenance Program:

1		McRoberts Annual Extended Maintenance includes: Priority remote technical support resources 24/7/365, priority, head-of-the-line dispatching for on-site labor, All regular on-site labor during normal business hours except for actual travel expenses (excludes any instance of service required due to non-McRoberts work on the system or any non-McRoberts activity affecting system components.), emergency on-site labor at half-price, warranty extended on all equipment for the term of the contract (excludes computers older than three years and tags. Tags have a separate warranty) and software updates if system enhancement is necessary or desired, and they can be performed remotely or during a Preventive Maintenance visit. *Clients with a McRoberts software subscription receive software assurance through their Subscription Agreement. Software will not be included in EM pricing for subscription clients. *
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Preventive Maintenance:

1	10% off Extended Maintenance	Preventive maintenance includes tune-up and update to latest software. Annual Preventive Maintenance is optional but highly recommended for compliance with TJC and for optimal performance of the MyChild infant anti-abduction system.
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Refresher Remote Training:

1	Staff Class \$500.00 Per Session	Staff Refresher Remote Class: This class is for end users, such as nurses and clerical staff. The class is 1.5 hours. The curriculum is customizable. A facility may want to focus on an identified knowledge deficiency. Staff Class covers the following topics: Overview of MyChild application, enrolling a patient o Assigning a tag to a patient o Tag application (hands-on in the on-site class), locating a patient (Tag Locating Message [TLM] systems only), transfer a patient between protected units, transport a patient out of a protected unit, warnings, alerts, and alarms: settings, causes, meanings and how to avoid "nuisance" alarms, discharging a patient, recommended tag cleaning and sterilizing procedures, best practices for storing tags to preserve battery life and how to get technical support
1	Supervisor Class \$500.00 Per Session	Supervisor Refresher Remote Class: This class is for those who have Supervisor permissions in the MyChild software such as charge nurses, educators, IT, security, and/or managers. The class is 3 hours. A facility may want to focus on an identified knowledge deficiency. The Supervisor Class covers the following topics: Overview of MyChild system, system settings (alarm latency, keypad PIN settings, etc.), other Supervisory functions, including adding and deactivating Users and use of the log and scheduled reports

Annual Support Cost Summary		Extended Price
Extended Maintenance Program		\$31,218.80
Extended Maintenance after PM discount		\$24,975.00
Annual Preventive Maintenance		\$9,000.00
Refresher Training		\$1,000.00



Extended Maintenance

MyChild

AssetWatch

WanderWatch

HelpWatch

1. The Extended Maintenance Program Includes:

- Extended warranty on parts and labor.
- Software update(s) if required to remediate an issue or desired for functionality.
- On-site service during normal business hours with no charge.
- Emergency on-site service at a half price.

2. The Extended Maintenance Program Excludes:

- Tags (tags are consumables and come with their own warranty).
- Computers over three years old.
- Replacement of non-McRoberts-provided parts.

3. The following services are not covered in an Extended Maintenance Agreement

- Service due to movement or relocation of McRoberts components by the Customer without McRoberts' written authorization. Should McRoberts provide service as a result of movement or relocation of McRoberts components by Customer without McRoberts' written authorization, these services will be billed on a time-and-material basis.
- Upgrade(s) to third-party, customer-owned systems such as elevators, fire alarm, and access control systems. Upgrade(s) to third-party, customer-owned systems such as elevators, fire alarm and access control systems are the responsibility of the Customer.
- Resolution and remediation of factors such as RF/EMI noise. Remediation of noise and/or interference generated from third party-sources are the responsibility of the Customer.
- Necessary facility modifications or those required by government regulations which may affect the performance of the system. Necessary facility modifications or those required by government regulations are the responsibility of the Customer.
- Additional labor hours requested by Client for services above and beyond those included in the Extended Maintenance agreement.
- Any permits and fees required to perform any Extended Maintenance services.
- Taxes: The Customer acknowledges responsibility for all applicable taxes and duties. If the Customer is tax-exempt, the Customer will provide documentation as evidence of tax exemption status with purchase order.

4. The Extended Maintenance Program At-a-Glance:

Extended Maintenance Program			
Service Type	Description	Delivery	Hourly Rates
Phone Technical Support	Available 24x7x365	Toll-free number 1-800-776-7328. Select Option 2.	No charge. Included in Extended Maintenance Contract.
Remote Access Technical Support	Available 24x7x365	Toll-free number 1-800-776-7328. Select Option 2. Remote access must be permitted by Client	No charge. Included in Extended Maintenance Contract.
Standard On-Site Service (During Normal Business Hours)	Monday – Friday 09:00AM to 05:00PM local time. Holidays excluded.	Toll-free number 1-800-776-7328. Select Option 2. Service will be scheduled at a mutually-agreed time.	No charge. All parts, labor and travel expenses included in Extended Maintenance Contract.
Emergency Service	Outside of normal business hours.	As soon as available.	One-half price, plus travel expenses and lodging.

5. Limitation of Liability

The McRoberts-supplied system (“System”) has been designed to assist in the prevention of patient abductions (MyChild), personnel in summoning help when they are under personal duress (HelpWatch), in the location of assets (AssetWatch), limiting egress or access to secure areas, and/or prevent a patient from wandering (WanderWatch). The System is environmental and user-dependent and therefore McRoberts cannot guarantee that a patient will not elope or be abducted, an asset not be located correctly, an asset not be lost, personnel not be located, or reported when they call for assistance.

Regular testing and maintenance for this product, as detailed and presented in the product documentation, is essential to verify the system is operating correctly and to ensure that the probability of detecting an alarm and locating the tag are maximized. Failure to undertake regular testing and lack of consistent testing and maintenance will increase the risk of not identifying a system failure and could result in failing to detect infant abduction, loss of assets, wandering patient egress attempts, personnel duress attempts or events.

McRoberts recommends any staff who will use the security system be required to undergo training prior to use and regular refresher training. Customized training sessions are available for an additional fee.

McRoberts’ and its Manufacturer’s Representatives’ liability to the Customer or anyone claiming through, or on behalf of the Customer with respect to any claim or loss arising out of the use or misuse of McRoberts’ products or materials, or improper maintenance of McRoberts’ products or systems in which they are incorporated, or alleged to have resulted from an act or omission of McRoberts or its dealer, negligent or otherwise, shall be limited to:

The repair or replacement of the defective product or materials supplied by McRoberts or its manufacturer’s representatives during the warranty and/or extended maintenance period.