

**AMENDMENT NO. 1
TO SERVICES AGREEMENT
BETWEEN BARD MEDICAL DIVISION, C.R. BARD, INC. AND
NATIVIDAD MEDICAL CENTER
FOR
PURCHASE OF MEDICAL DEVICE PRODUCTS AND SUPPORT SERVICES**

This Amendment No. 1 to the Services Agreement (“Agreement”) which was effective on May 1, 2018 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (hereinafter “NMC”), and Bard Medical Division, C.R. Bard, Inc. (hereinafter “CONTRACTOR”); (collectively, the County, NMC and CONTRACTOR are referred to as the “Parties”), with respect to the following:

RECITALS

WHEREAS, the Agreement with Bard Medical Division, C.R. Bard, Inc. was executed for the purchase of medical device products and support services with a May 1, 2018 through April 30, 2023 and a total Agreement amount not to exceed \$70,000; and

WHEREAS, NMC and CONTRACTOR currently wish to amend the Agreement to add services which primarily include the addition of a new Arctic Sun Temperature Management System, further defined in the attached “Exhibit A-1 per Amendment No.1” for an added cost of \$60,424, thereby increasing the total Agreement amount to \$130,424 with no changes to the term dates.

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 incorporated herein by this reference, except as specifically set forth below.

- i. Paragraph titled, “PAYMENTS BY NMC” shall be amended by removing:
“NMC shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A, subject to the limitations set forth in this Agreement. The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$70,000.”

And replacing it with:

“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 attached hereto this Amendment No. 1. The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$130,424.”

2. Paragraph titled, "SCOPE OF SERVICES AND ADDITIONAL PROVISIONS/EXHIBITS" shall be amended by removing 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 B: Bard Protection Program
Exhibit C: Addendum No. 1"

And replacing it with:

"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 B: Bard Protection Program
Exhibit C: Addendum No. 1"

3. 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.
4. A copy of this Amendment No. 1 shall be attached to the Agreement.
5. This Amendment No. 1 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. 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: 4/23/2020

APPROVED AS TO FISCAL PROVISIONS

By:  _____
Monterey County Deputy Auditor/Controller


Date: 4/27/2020

CONTRACTOR

Bard Medical Division, C.R. Bard, Inc.

CONTRACTOR's Business Name

See instructions below

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

Marie Ha, GM/TTM

Name and Title

Date: April 13, 2020

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).

**EXHIBIT A-1: REVISED SCOPE OF SERVICES/ PAYMENT PROVISIONS
AS PER AMENDMENT NO. 1**

ARCTIC SUN® 5000E Temperature Management System Pricing					
Part Number	Part Description	List Prices	Each Prices	Qty	Total
5000000E	ARCTIC SUN® 5000E Temperature Management System - Standard Product Warranty (one year) - Service Kit (sent to Biomed) -TIM (Transmission Interface Module) -Multiple-Protocol Selection -Customized, Hospital Protocol Upload	\$56,650.00	\$45,000.00	1	\$45,000.00
AS5000247	TTM 24/7 Clinical/Technical Support (single charge for the life of the device(s))	\$2,550.00	\$2,550.00	1	\$2,550.00
AS50001411	On-site Clinical Training	\$2,450.00	\$0.00	1	\$0.00
	Estimated Tax		\$4,162.50	1	\$4,162.50
	TOTAL	\$61,650.00	\$51,712.50		\$51,712.50

Freight is included in above pricing provided shipping is FedEx Economy Freight

ARCTIC SUN® 5000E Temperature Management System Pricing (Disposables)					
Part Number	Part Description	List Prices	Each Prices	Qty	Total
31700	ArcticGel™ Universal Pad	\$440.00	\$369.00	1	\$369.00
3170004	ArcticGel™ Universal Pad Case	\$1,740.00	\$1,378.00	1	\$1,378.00
3170502	ArcticGel™ Small Kit Case	\$2,900.00	\$1,984.00	1	\$1,984.00
3170702	ArcticGel™ Medium Kit Case	\$2,900.00	\$1,984.00	1	\$1,984.00
3170902	ArcticGel™ Large Kit Case	\$2,900.00	\$1,984.00	1	\$1,984.00
	Estimated Tax		\$712.16	1	\$712.16
	Estimated Freight shall not exceed \$300*		\$300.00*		\$300.00*
	TOTAL				\$8,711.16

***Actual freight charges shall be billed at the time of shipment.**

SERVICES

CONTRACTOR shall offer a host of services to assist NMC in successfully implementing targeted temperature management.

- TTM 24/7 Clinical/Technical Support (single charge for the life of the device):
 - The 24/7 Helpline is intended to assist healthcare professionals with technical questions they may have regarding the use of the Arctic Sun™ Temperature Management System. While the Helpline is staffed by many licensed critical care nurses, they are not able to provide medical or nursing advice or to prescribe treatment.
 - Technical support staffed by the BD Engineers
- On-going Product Training and Clinical Education (single charge for the life of the device):
 - Comprehensive product training program to develop in-house expertise on the Arctic Sun
 - Collaborative educational community designed to link clinicians worldwide to share best practices in the field of Targeted Temperature Management
 - Advanced education in the field of temperature management
 - Computer-based product training where clinician participation and completion reports can be provided in a weekly report, upon request, to clinical educators
- Arctic Sun Analytics Subscription: Subscription includes:
 - Data insights that could support continuous quality improvement initiatives
 - Insights to your account's adherence to hospital protocol
 - Data packets to support accreditation projects
 - Data from individual cases and aggregated groups