

**AMENDMENT NO. 2  
TO SERVICES AGREEMENT  
BETWEEN 3DR LABORATORIES, LLC AND  
NATIVIDAD MEDICAL CENTER  
FOR  
3D MEDICAL IMAGE POST PROCESSING SERVICES**

This Amendment No. 2 to the Services Agreement (“Agreement”) which was effective on August 1, 2017 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (hereinafter “NMC”), and 3DR Laboratories, LLC (hereinafter “CONTRACTOR”); (collectively, the County, NMC and CONTRACTOR are referred to as the “Parties”), with respect to the following:

**RECITALS**

**WHEREAS**, the Agreement was executed for 3D Medical Image Post Processing Services with a term August 1, 2017 through July 31, 2020 and a total Agreement amount not to exceed \$75,000; and

**WHEREAS**, NMC and CONTRACTOR amended the Agreement on May 15, 2018 to add an additional \$186,000 thereby increasing the total Agreement amount to \$261,000; and

**WHEREAS**, NMC and CONTRACTOR currently wish to amend the Agreement to extend for an additional two (2) year period (August 1, 2020 through July 31, 2022) for a revised full agreement term of August 1, 2017 through July 31, 2022 to allow for services to continue and adding \$180,000 thereby increasing the total Agreement amount to \$441,000, with no changes to the scope of work.

**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 / Paragraph titled, “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, 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 \$441,000.”*
2. The first sentence of Section 3 /Paragraph titled, “TERM OF AGREEMENT” shall be amended to the following:  
*“The term of this Agreement is from August 1, 2020 through July 31, 2022 unless sooner terminated pursuant to the terms of this Agreement.”*

3. Except as provided herein, all remaining terms, conditions and provisions of the 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.
4. A copy of this Amendment No. 2 shall be attached to the Agreement.
5. 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: 3/16/20

**APPROVED AS TO FISCAL PROVISIONS**

By: \_\_\_\_\_  
Monterey County Deputy Auditor/Controller

Date: 3/18/2020

**CONTRACTOR**

3DR Laboratories, LLC  
\_\_\_\_\_  
**CONTRACTOR's Business Name**  
\*\*\*See instructions below\*\*\*

By: David E. Ferguson  
(Signature of: Chair, President, or Vice-President)

David E. Ferguson, President  
Name and Title

Date: 2/10/2020

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

Robert L. Fair CMO  
Name and Title

Date: 2/10/20

**\*\*\*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).