

**RENEWAL AND AMENDMENT NO. 1
TO THE SERVICES AGREEMENT
BETWEEN NATIVIDAD MEDICAL CENTER (COUNTY OF MONTEREY) AND
SWIPESENSE INC.
FOR
SWIPESENSE SYSTEM, HARDWARE, SOFTWARE AND MAINTENANCE**

This Renewal and Amendment No. 1 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 SwipeSense Inc. (hereinafter "CONTRACTOR"); (collectively, the County, NMC and CONTRACTOR are referred to as the "Parties").

RECITALS

WHEREAS, the County of Monterey on behalf of Natividad Medical Center and SwipeSense Inc. had previously entered into an Agreement for Services (hereinafter "Agreement") on November 1, 2016 to provide the SwipeSense System, hardware, software and maintenance services to NMC with a one year term and a total Agreement amount not to exceed \$56,500; and

WHEREAS, the Agreement expired on October 31, 2017; and

WHEREAS, the Parties wish to renew and amend the Agreement on the same or similar terms, retroactive to November 1, 2017 and to extend the term for an additional one (1) year period through October 31, 2018 for a revised full Agreement term of November 1, 2016 through October 31, 2018 to allow for services to continue with revisions the original scope of work attached hereto as "Exhibit A-1 as per Renewal and Amendment No. 1" and to increase the amount payable by \$43,500 for a total Agreement amount of \$ 100,000.

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 November 1, 2016 through October 31, 2018 unless sooner terminated pursuant to the terms of this Agreement".
2. "PAYMENTS BY NMC" Section shall be amended to the following:
"NMC shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A and Exhibit A-1, subject to the limitations set forth in this Agreement and in this RENEWAL AND AMENDMENT 1. The total amount payable by NMC to CONTRACTOR shall not exceed the sum of \$100,000."
3. "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: Revised Scope of Services/Payment provisions as per Renewal and Amendment No. 1.”

4. If there is any conflict or inconsistency between the provisions of Agreement, or this RENEWAL AND AMENDMENT, the provisions of this RENEWAL AND AMENDMENT shall govern.

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. 1 as follows:

NATIVIDAD MEDICAL CENTER

By: [Signature]
Gary R. Gray, DO, CEO

Date: 1/25/18

APPROVED AS TO LEGAL PROVISIONS

By: [Signature]
Monterey County Deputy County Counsel

Date: 1-17-18

APPROVED AS TO FISCAL PROVISIONS

By: [Signature]
Monterey County Chief Deputy Auditor-Controller

Date: 1-18-18

CONTRACTOR

SwipeSense Inc.

CONTRACTOR's Business Name

See instructions below

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

MERT ISERI CEO
Name and Title

Date: 1.3.18

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

Annie Abedjared Director of Finance
Name and Title

Date: 1/3/18

*****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-1
Scope of Services/Payment Provisions
To the Agreement
Between
The County of Monterey on behalf of
Natividad Medical Center
And
SwipeSense, Inc.

Contractor's Obligations:

1. Technical Services.

- (a) Provide SwipeSense's standard and customary support via email and/or telephone (M-F 9-6 EST) with response time of 1 workday, as well as basic ongoing technical assistance on all aspects of hand-hygiene compliance (including onsite support for major hardware failures). Customer shall use commercially reasonable efforts to assist with minor hardware failures where reasonable and practicable;
- (b) Provide on-line access to management of hand-hygiene compliance data via a secure online portal, with standard reports and System and user maintenance screens.
- (c) Maintain System components inventory at Customer's Site for replacements:
 - i. No less than 3 Room HUBs, 3 Comm HUBs, 10 Sensors and 10 Badges
 - ii. Upon Customer's written notice of device failure, use commercially reasonable efforts to achieve two (2) business day turn-around
 - iii. SwipeSense will provide Badge replacements onsite before or upon expected battery depletion. Customer will not be responsible for the replacement cost of damaged, lost or stolen Badges (up to 5% annually of the original installed Badge count.)
 - 1. Replacements above the 5% original installed Badge count will be billed at \$149 per Badge.

2. Clinical Support.

- (a) Basic clinical support is standard and includes education on the SwipeSense application and guidance relative to clinical implementation of the Services, development of a communications infrastructure and behavior modification within the Sites. The standard support is via email and/or telephone (M-F 9-6 EST) with response time of 1 business day.

3. Adoption Support.

- (a) Work with Customer to create a community awareness campaign, including internal hospital communication, health-care worker-specific presentations addressing quality and safety improvements at the local and national level, and other mutually agreed upon communication pieces and materials. Provide on-line access to management of hand-

hygiene compliance data via a secure online portal, with standard reports and System and user maintenance screens.

- (b) Provide annual reports to Customer’s chief executive or designated staff, which will demonstrate with the Customer’s data, benchmarking (as available)
 - i. Hospital by department
 - ii. Individuals
 - iii. Hospitals to other comparable hospitals (based on available data)
 - iv. Changes in the compliance over time
 - v. Suggest practices and protocols to increase or maintain compliance

Payment Provisions:

NMC will pay Contractor as follows:

Item	Quantity	Unit Price	Extended Price
NA-1000 SwipeSense System, Complete	110	\$ 400.00	\$44,000.00
NA-9002 TotalCare Hardware Maintenance	1	\$7,500.00	\$ 7,500.00
NA9003 TotalCare Informatics Maintenance	1	\$5,000.00	\$ 5,000.00
		Year 1 Total:	\$56,500.00

Item	Quantity	Unit Price	Extended Price
NA-1000 SwipeSense System, Complete	1	\$ 43,500.00	\$43,500.00
		Year 2 Total:	\$43,500.00
		TOTAL:	\$100,000.00

Payment schedule:

10% due upon signed contract
 20 % due upon inventory arriving at the hospital dock
 Balance due upon Go Live.

- CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.
- Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement, etc.
- County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.