

**RENEWAL AND AMENDMENT NO. 2
TO THE SERVICES AGREEMENT
BETWEEN META DYNAMIC, INC AND
NATIVIDAD MEDICAL CENTER
FOR
RENTAL OF GUIDED NEUROSURGERY EQUIPMENT AND SERVICES**

This Renewal and Amendment No. 2 to the County of Monterey, Natividad Medical Center Agreement for Services is made and entered into, by and between the County of Monterey (hereinafter "the County"), a political subdivision of the State of California, on behalf of **Natividad Medical Center**, an acute care hospital (hereinafter "NMC"), and **META Dynamic, 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 META Dynamic, Inc. had previously entered into an Agreement for Services (hereinafter "Agreement"), on April 15, 2015 to provide rental of guided neurosurgery equipment and services to NMC with a one year term and a total Agreement amount not to exceed \$100,000; and

WHEREAS, the Parties amended the Agreement on April 1, 2016 via Amendment No. 1 to extend the term for an additional one year period through April 14, 2017 at no cost increase; and

WHEREAS, that Agreement expired on April 14, 2017; and

WHEREAS, the Parties wish to renew and amend the Agreement on the same or similar terms, beginning April 15, 2017 and to extend the term for an additional three (3) year period through April 14, 2020 for a revised full Agreement term of April 15, 2015 through April 14, 2020 to allow for services to continue with revisions to the original scope of work (Exhibit A of original Agreement) and to increase the amount payable by \$80,000 for a total Agreement amount not to exceed \$180,000.

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. This Renewal and Amendment No. 2 has a retroactive effective date of April 15, 2017 for a revised full Agreement term of April 15, 2015 through April 14, 2020 unless sooner terminated pursuant to the terms of this RENEWAL and per the 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-1, subject to the limitations set forth in this Agreement, Amendment No. 1, and in this RENEWAL AND AMENDMENT NO. 2. The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$180,000."

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-1: Revised Scope of Services/Payment Provisions as per Renewal and Amendment No. 2.
(Replaces Exhibit A: Scope of Services/Payment Provisions attached to Agreement)***

Exhibit B: Business Associate Agreement."

IN WITNESS WHEREOF, the Parties hereto are in agreement with the basis set forth in this document and have executed this RENEWAL AND AMENDMENT NO. 2 as follows:

NATIVIDAD MEDICAL CENTER

By: _____
Gary R. Gray, DO, CEO

Date: _____

APPROVED AS TO LEGAL PROVISIONS

By: AB
Monterey County Deputy County Counsel
Brianne Breerton
Print Name

Date: 3-16-17

APPROVED AS TO FISCAL PROVISIONS

By: RSM
Monterey County Chief Deputy Auditor-Controller
Rupa Shah
Print Name

Date: 3/20/17

CONTRACTOR

META Dynamic, Inc.
CONTRACTOR's Business Name

*Signature instructions below
By: Tom Pfeider
(Signature of: Chair, President, or Vice-President)

TOM PFEIDER / CEO
Name and Title

Date: 3/3/17

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

John W. Meyers, Treasurer
Name and Title

Date: 2/28/2017

***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)

**To Agreement by and between
NATIVIDAD MEDICAL CENTER, hereinafter referred to as “NMC”
AND
META Dynamic, Inc., hereinafter referred to as “CONTRACTOR”**

Scope of Work / Payment Provisions

I. Description of All Services to be Rendered by CONTRACTOR:

Intraoperative image guided navigational surgery (IGS) allows the surgeon to operate within a surgical site whose standard anatomical landmarks may be ambiguous because of tumor, infection, fracture or previous surgery. Studies suggest that IGS may result in decreased complications, increased disease removal, decreased length of stay and in some cases decreased operative time.

META Dynamic will supply the Brainlab neuronavigation system which includes the equipment, hardware and software to perform neurosurgery. Digital patient data is uploaded from the computed tomography (CT) or magnetic resonance imaging (MRI) located at NMC to the Brainlab neuronavigation system in the Operating Room (OR) assisting the surgeon in identifying the right surgical approach. Surgeons are guided through procedures with real time data allowing for smaller skull openings and minimizing damage to healthy structures. With the universal instrument holder (VarioGuide™), preplanned trajectories can be targeted systematically within seconds and anytime during the surgery.

The equipment will arrive from META Dynamic within twenty-four (24) hours of surgery. The META Dynamic technician will arrive within one (1) hour of surgery to set up the equipment. The technician will assist the surgeon with the operation of the equipment.

This service will take place at Natividad Medical Center in one of the surgical suites located on the 2nd floor.

II. CONTRACTOR Obligations:

- Deliver a navigation system within twenty-four (24) hours prior to the scheduled surgery.
- Technician to arrive one (1) hour before the scheduled start time of the surgery.
- Maintain equipment in good working condition.
- Ensure technicians are properly trained and credentialed to work in a hospital environment.
- Provide documentation of the services for each patient upon completion of the surgical procedure.

III. NMC Obligations:

- NMC shall pay an amount not to exceed \$180,000 for the performance of work set forth in the Scope of Services.
- Provide a safe haven for the equipment during its time at the hospital.
- Provide appropriate electrical connections and other services for the functioning of the equipment.
- Provide a Bio Med technician to quality check the equipment before start of each scheduled surgery.

- Provide request of services within one (1) day of each surgery when the equipment and services is requested.
- Provide access to the CT / MRI scans of the operative patients.
- Provide an operating suite large enough to accommodate the extra equipment.
- Provide competent staff to participate in surgery.

IV. Patient Data:

- All data provided by Natividad Medical Center (County of Monterey) belongs to Natividad Medical Center (County of Monterey). All records compiled by CONTRACTOR in completing the work described in this Agreement, including but not limited to written reports, studies, drawings, blueprints, negatives of photographs, graphs, charts, plans, source codes, specifications and all other similar recorded data, shall become and remain the property of Natividad Medical Center (County of Monterey). Use or distribution of Natividad Medical Center (County of Monterey) data by CONTRACTOR is prohibited unless CONTRACTOR obtains prior written consent from Natividad Medical Center (County of Monterey).
- For systems hosted or stored on equipment not owned by Natividad Medical Center (County of Monterey), CONTRACTOR shall furnish all data to Natividad Medical Center (County of Monterey) upon request by Natividad Medical Center (County of Monterey) at any time during the term of this Agreement in a useable format as specified by NMC and at no additional cost to Natividad Medical Center (County of Monterey).
- Notwithstanding anything to the contrary contained in this Agreement, it is understood and agreed that CONTRACTOR shall retain all of its rights in its proprietary information including, without limitation, methodologies and methods of analysis, ideas, concepts, expressions, know how, methods, techniques, skills, knowledge and experience possessed by CONTRACTOR prior to this Agreement.

V. Pricing/Fees:

- For pricing, please refer to attached schedule.
- There shall be no travel reimbursement allowed during this Agreement.
- Sales tax is applicable to rental fees, technician time and single use products at the prevailing tax rate for the hospital. Please note that the State Board of Equalization has ruled that technician time is taxable because the equipment, which is not owned by the Contractor, is not rented without a technician.
- CONTRACTOR to submit invoices upon completion of deliverables.
- NMC may, in its sole discretion, terminate the contract or withhold payments claimed by the CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.
- CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.
- No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by NMC.
- NMC shall not pay any claims for payment of services submitted more than twelve (12) months after the calendar month in which the services were completed.
- Services used during holidays will be charged at holiday rate. Holidays are defined as:
 - a. Memorial Day
 - b. Independence Day (4th of July)
 - c. Labor Day
 - d. Thanksgiving Day
 - e. Christmas Day
 - f. New Year's Day

Exhibit A-1: Revised Scope of Services / Payment Provisions as per Renewal and Amendment No. 2

- Holidays falling on a Saturday will be recognized the previous Friday also.
- Holidays falling on a Sunday will be recognized the following Monday also.
- Weekend/afterhours fees apply to a surgery start time of 5 p.m. or later, a surgery taking place on a Saturday, a Sunday or a holiday.



Natividad Medical Center

Navigation Rental & Services		
2-RF	Rental Fee	\$2,595.00
2-RF-WE	Rental Fee-Weekend/Holiday/After Hours	\$2,795.00
2-TF	Hourly Tech Fee* (3 hour minium)	\$86.00
2-TF-WE	Tech Fee-Weekend/Holiday/After Hours*	\$150.00
2-RS	Radiology Services (> 2 hrs prior to surgery)	\$350.00
2-RS-PO	Radiology Services-Pre-Op	\$150.00

Single Use Products		
5-BN/BL	Biopsy Needle	\$595.00
5-DB 2.5-S	Drill Bit 2.5mm short	\$350.00
5-DB 3.2-S	Drill Bit 3.2mm short	\$350.00
5-DB 2.6-L	Drill Bit 2.6mm long	\$350.00
5-DB 3.2-L	Drill Bit 3.2mm long	\$350.00
5-F	Registration Marker - Universal (per surg.)	\$50.00
5-FD	Fluoro Drape	\$60.00
5-PPK	Patient Fiducial Prep Kit	\$25.00
5-RH	Reference Headband	\$75.00
5-SS-3	Screw 3mm X 100mm	\$95.00
5-SS-4	Screw 4mm X 130mm	\$95.00
5-SS-5	Screw 5mm X 150mm	\$95.00
5-STY	Ventricular Catheter Passer-Stylet	\$595.00
5-TS-3	Tracking Spheres (pkg)	\$85.00

Tissue Removal Equipment & Supplies		
4-UA	Rental Fee - Ultrasonic Aspirator	\$1,395.00
4-D	Rental Fee (with Navigation at same surgery) (Replaces previous \$200 discount code)	\$1,195.00
4-UA Kit	Ultrasonic Aspirator Kit (1ea tubing, liner, flu)	\$495.00
4-UA-L	2nd liner	\$50.00

Cancellation/Misc Fees/ (Cumulative)		
6-CF-AD	After Equipment Delivery	\$695.00
6-CF-ATA	After Tech Arrival	\$295.00
6-ED	Emergency Response/Delivery (same day or after 2PM day prior)	\$395.00

Renewal and Amendment No.2 to Agreement
 With META Dynamic, Inc.
 Term: April 15, 2015 through April 14, 2020
 Not to Exceed: \$180,000