RENEWAL AND AMENDMENT NO. 3 TO THE SERVICES AGREEMENT BETWEEN NATIVIDAD MEDICAL CENTER (COUNTY OF MONTEREY) AND 3DR LABS, LLC FOR 3D MEDICAL IMAGE POST PROCESSING SERVICES

This Renewal and Amendment No. 3 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 3DR Labs, LLC (hereinafter "CONTRACTOR"); From this point forward, the party referenced previously as "NMC" shall be referenced as "COUNTY" and collectively, COUNTY and CONTRACTOR are referred to as the "Parties" to this Agreement, with respect to the following:

RECITALS

WHEREAS, the County of Monterey on behalf of Natividad Medical Center and 3DR Laboratories, LLC had previously entered into an Agreement for Services (hereinafter "Agreement") on August 18, 2017 to provide 3D medical image post processing services to NMC with a three year term 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 amended 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; and

WHEREAS, the Agreement expired on July 31, 2022; and

WHEREAS, the Parties wish to renew and amend the Agreement on the same or similar terms, beginning August 1, 2022 and to extend the term for an additional three (3) year period (August 1, 2022 through July 31, 2025) for a revised full Agreement term of August 1, 2017 through July 31, 2025 to allow for services to continue with a revised scoped of work and payment provisions attached hereto as "Exhibit A-3 as per Renewal and Amendment No. 3" and to add an additional \$100,000 for a revised Agreement of \$541,000.

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. The "TERM OF AGREEMENT" Section in the Agreement shall be amended to the following: "The term of this Agreement is from August 1, 2017 through July 31, 2025 unless sooner terminated pursuant to the terms of this Agreement".

- 2. The "PAYMENTS BY NMC" Section in the Agreement shall be amended to the following:
 The total amount payable by COUNTY to CONTRACTOR shall not exceed the sum of \$541,000."
- 3. If there is any conflict or inconsistency between the provisions of Agreement, Amendment No. 1, Amendment 2, or this Renewal and Amendment No. 3, the provisions of this Renewal and Amendment No. 3 shall govern.
- 4. This Renewal and Amendment is effective retroactively on August 1, 2022.

The remainder of this page was intentionally left blank.

~ Signature page to follow ~

COUNTY OF MONTEREY for the provision

IN WITNESS WHEREOF, the Parties hereby execute this Renewal and Amendment No. 3 as follows:

of services for NATIVIDAD MEDICAL	CONTRACTOR
<u>CENTER</u>	3DR LABS, LLC
By:Charles R. Harris, CEO	CONTRACTOR's Business Name **Signature instructions below**
Date:	By: (Signature of Chair, President, or Vice-President)
	David Levine Vice President / General Manage
APPROVED AS TO LEGAL PROVISIONS Signed by:	Name and Title 9/23/2024
By: Stay Satta 696D21D44C4341D Monterey County Deputy County Counsel	Date:
Date:	By: George Ellis (Signature of Secretary, Asst. Secretary,
APPROVED AS TO FISCAL PROVISIONS Docusigned by:	CFO, Treasurer, or Asst. Treasurer) George Ellis CFO
By: Monterey County Chief Deputy Auditor-Controller	Name and Title 9/23/2024
11/14/2024 8:43 AM PST Date:	Date:
*** <u>SIGNATURE INSTRUCTIONS</u> **	

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-3 as per Renewal & Amendment 3: Scope of Services/Revised Payment Provisions

Effective August 1, 2022, 3DR Labs will begin charging the below-listed rates for all medical imaging post-processing services that 3DR Labs provides to Natividad Medical Center:

Price Category	Case Rate (\$)
Calcium Scoring	36
Liver Volume	72
MRI - Functional Cardiac Analysis	140
MRI - Venc Flow	72
Olea Pulse Perfusion	72
PET FUSION	72
Premium - Liver Segmental	170
Premium - Organ Recipient	170
Premium - Stent Planning	170
Premium - Organ Donor	170
Regular Case	72

The STAT premium percentage is 30% for all cases requested as STAT. Please note, EP Planning & LAA Watchman Pre Op protocols are a premium case, and LAA Watchman Post Op is a regular case.

Electronic Record of Contracts

This document was generated as a record of certain contracts created, accepted and stored electronically.



Summary of Contracts

This document contains the following contracts.

Title ID

Master Services Agreement (Natividad Medical Center and 3DR Labs)

3665ecc8-8d69-4be0-aca9-841a301f7cec

Contracts signed by:

George Ellis Signer ID: dcf83830-ef97-4bf7-98b0-d9decda48887

Email: gellis@3drlabs.com

Date / Time: Sep 23, 2024 at 1:58 PM EDT

IP Address: 23.151.80.113

User Agent: Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/128.0.0.0 Safari/537.36

David Levine Signer ID: 92bdcaff-6204-4871-8fd9-6286b382b11f

Email: dlevine@3drlabs.com

Date / Time: Sep 23, 2024 at 1:59 PM EDT

IP Address: 74.133.189.141

User Agent: Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/128.0.0.0 Safari/537.36