



## Monterey County Board of Supervisors

168 West Alisal Street,  
1st Floor  
Salinas, CA 93901  
831.755.5066

### Board Order

#### Agreement No.: A-13932

Upon motion of Supervisor Adams, seconded by Supervisor Parker and carried by those members present, the Board of Supervisors hereby:

Authorized the Deputy Purchasing Agent for Natividad Medical Center (NMC) or his designee to execute a no extension amendment No.1 to the agreement with 3DR Laboratories, LLC for 3D medical image post processing services at NMC, adding \$186,000 for a revised total agreement amount not to exceed \$261,000, with an agreement term of August 1, 2017 through July 31, 2020.

PASSED AND ADOPTED on this 15<sup>th</sup> day of May 2018, by the following vote, to wit:

AYES: Supervisors Alejo, Salinas, Phillips, Parker and Adams  
NOES: None  
ABSENT: None

I, Nicholas E. Chiulos, Acting Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 80 for the meeting May 15, 2018.

Dated: June 8, 2018  
File ID: A 18-101

Nicholas E. Chiulos, Acting Clerk of the Board of Supervisors  
County of Monterey, State of California

By Denise Hancock  
Deputy

**AMENDMENT NO. 1  
TO SERVICES AGREEMENT  
BETWEEN 3DR LABORATORIES, LLC AND  
NATIVIDAD MEDICAL CENTER  
FOR  
3D MEDICAL IMAGE POST PROCESSING SERVICES**

This Amendment No. 1 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 currently wish to amend the Agreement to add an additional \$186,000 thereby increasing the total Agreement amount to \$261,000.

**AGREEMENT**

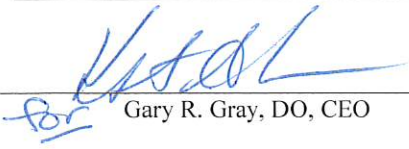
**NOW, THEREFORE**, the Parties agree to amend the Agreement as follows:

The Agreement is hereby 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. Section 2 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 \$261,000.”*
2. Except as provided herein, all remaining terms, conditions and provisions of the Original Agreement are unchanged and unaffected by this Amendment No. 1 and shall continue in full force and effect as set forth in the Agreement.
3. A copy of this Amendment No. 1 shall be attached to the Original Agreement.
4. This Amendment No. 1 shall be effective when signed by both parties.

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:   
for Gary R. Gray, DO, CEO

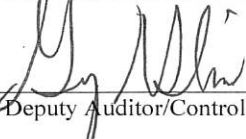
Date: 6-8-18

**APPROVED AS TO LEGAL PROVISIONS**

By:   
Monterey County Deputy County Counsel

Date: 3/30/18

**APPROVED AS TO FISCAL PROVISIONS**

By:   
Monterey County Deputy Auditor/Controller

Date: 3/30/18

**CONTRACTOR**

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

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

*Chairman and*  
David E. Ferguson - Senior Managing Director  
Name and Title

Date: 3/9/2018

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

Robert L. Falk MD, CMO  
Name and Title

Date: 3/9/2018

**\*\*\*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).