

## Service Agreement Equipment Addition Amendment

**Attn:** Carole Trubilla  
**Phone:** (760) 277-5759  
**Email:** carole.trubilla@siemens-healthineers.com

NATIVIDAD MEDICAL CENTER  
 1441 CONSTITUTION BLVD  
 SALINAS, CA 93906-3100

This Amendment shall become a part of that certain Service Agreement Proposal # 1-O73OSY (the "Agreement") between Siemens Medical Solutions USA, Inc. ("Siemens") and The County of Monterey on behalf of NATIVIDAD MEDICAL CENTER ("Customer"). If there are any conflicts between the terms of this Amendment and the terms of the Agreement, the terms of this Amendment shall control. Capitalized terms used herein and not otherwise defined herein, unless the context otherwise requires, shall have the same meanings set forth in the Agreement.

Siemens and Customer hereby amend the Agreement as follows:

1. The Equipment listed below shall be added to the Agreement as of the Effective Date(s) shown below, with a corresponding adjustment to be made in the Annual Agreement Price as shown in the table below. The details of coverage (including deliverables) for the Equipment shown in the table below are set forth on Exhibit A attached hereto. The details of coverage outlined in the Agreement also apply to the Equipment below.

Item #	Add	Description (Equipment)	Functional Location	Effective Date	Service Agreement	Adjustment to Annual Agreement Price
1	Add	Sensis Vibe Hemo/Combo	400-538926	2/12/2022	Gold contract	+ \$9,290

2. Except as amended by this Amendment, all other terms and conditions of the Agreement remain in full force and effect.
3. This Amendment may be executed in counterparts, each of which shall constitute an original document, but all of which together shall constitute one and the same Amendment.
4. This Agreement and the servicing of the Equipment hereunder are governed by the service terms and conditions set forth in ("Supplier's Service Agreement") for contract XR0594 to the Master Terms Agreement between Vizient and Siemens Medical Solutions USA, Inc. The Vizient terms apply during the warranty and contract.
5. Authorize the Chief Executive Officer or his designee to execute future amendments to extend, add, or remove maintenance services for radiology equipment associated with Proposal O73OSY, subject to approval from County Counsel and the County Auditor-Controller.



**Customer's Acceptance**

**Siemens Medical Solutions USA, Inc.**

\_\_\_\_\_  
(By)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Name and Title

Acceptance Date \_\_\_\_\_

\_\_\_\_\_  
(By)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Carole Trubilla Service Sales Executive

\_\_\_\_\_  
Name and Title

*Rebecca Desai*

**Customer P.O. #** \_\_\_\_\_ (enter P.O. # for contract billing; if not provided, Siemens will invoice without P.O.)

\_\_\_\_\_ (Initial if P.O. is required but will be issued prior to warranty expiration)

**Standing P.O. #** \_\_\_\_\_ (for T&M charges outside of the contract)

Amendment becomes effective upon Customer signature and Siemens acceptance.

## Exhibit A

### Item #1:

<b>Equipment:</b>	<b>Sensis Vibe Hemo/Combo</b>		
<b>Equipment Location:</b>	NATIVIDAD MEDICAL CENTER		
<b>Address:</b>	1441 CONSTITUTION BLVD, SALINAS, CA 93906		
<b>Functional Location:</b> 400-538926	<b>Service Quote Nr:</b> 1-X7MKN0 Rev 0	<b>Equipment Quote Nr:</b>	<b>Payment Frequency:</b> Monthly
<b>Service Agreement:</b> Gold contract	<b>Contract Start:</b> 2/12/2022	<b>Contract End:</b> 2/11/2026	<b>Annual Price:</b> \$9,290

(See Glossary pages for detailed description of items listed below.)

Coverage applies during the Contract Period as indicated:	Contract Period
Principal Coverage Period	08:00am - 06:00pm M-F
Uptime Guarantee	97%
Phone Response	30 min
On-Site Response	4 hours
Parts Order Requirement	noon
Parts Delivery	Same Day
Safety Checks	✓
Planned Maintenance	✓
Quality Assurance	✓
Updates	✓
Technical Phone Support	✓
Labor	✓
teampay Fleet Access	✓
Application Hotline Phone Support	✓
Enhanced Virtual Learning Sub	Qty 1
Accredited Self Study Program	Qty 1
Travel	✓
Smart Remote Services	✓
General Spare Parts Coverage	✓

**This pricing is only valid for new service contracts purchased during the warranty period.**

**No further Options or Alternatives are included in the above listed equipment.**

## Glossary

Deliverables	Description
<b>Accredited Self Study Program</b>	This accredited self-study program provides the latest trends in imaging. These hot topic review articles will be mailed directly to your institution and will provide up to 24 Category A Continuing Education Credits fully recognized by ARRT and NMTCB. A comprehensive study guide accompanies each article to help ensure focus on technologist-relevant information.
<b>Application Hotline Phone Support</b>	Siemens Customer Care Center Clinical Applications Phone Support is provided with this contract during modality specified hours, call 1-800-888-7436 with your questions and to receive direct access to a Clinical Education Specialist.
<b>Enhanced Virtual Learning Sub</b>	This 12 month multi-modality subscription provides access for imaging professionals to receive additional educational content. This high-value content includes step-by-step performance-enhancing videos, a minimum of 6 one-hour on-demand webinars covering current clinical and industry topics, and access for up to 24 CEUs via your PEPconnect Virtual Wallet. The on-demand webinars are recorded and posted on a regular basis over the term of the subscription and are available for unlimited viewing once posted. Imaging professionals must be logged into PEPconnect (Siemens' online learning platform) to be eligible to receive the CEUs. PEPconnect provides access to all online and virtual training with a wide variety of product-specific, clinical and job-relevant courses. This educational offering must be completed 12 months from purchase date. If training is not completed within the applicable time period, Siemens obligation to provide the training will expire without refund.
<b>General Spare Parts Coverage</b>	Includes replacement of standard spare parts. Excludes Consumables (batteries, leads, padding, storage media, cassettes, radioactive sources, etc.), Glassware; MR Surface and specialty coils (knee, head, etc.); MR MMA, cryocare and helium; high-Vacuum components including Magnetron, Klystron and Thyatron, Waveguide; shock wave components, Transducers, TEE's and Specialty Probes, Flat Panel Detectors, MMLC, Van System coverage, PACS related systems and non-Siemens parts such as VCR, injector, laser printer, tables/table tops, chiller etc.) unless specifically identified in Exhibit A. Excludes parts defective due to "acts of God", abuse, misuse, neglect, thermal and shock.
<b>Labor</b>	Unlimited coverage of on-site labor during the Principal Coverage Period indicated. Preferred labor rates for billable service outside of Principal Coverage Period (at current prevailing tiered rates).
<b>On-Site Response</b>	Siemens guarantees on-site CSE arrival within a specific time period (see Exhibit A) after a call for service has been placed with the Siemens Customer Care Center. This on-site response applies in system/room down situations only. (See Response Time Guarantee in General Terms and Conditions for additional information)
<b>Parts Delivery</b>	Spare parts arrival for on-site repair of room-down/system-down is typically the Same Day following the time the parts order is submitted.
<b>Parts Order Requirement</b>	Parts order must be placed with Siemens by noon (Customer's local time) in order to receive Parts Delivery commitment as specified.
<b>Phone Response</b>	A representative from Siemens Healthineers will follow up with the customer within this timeframe to discuss the status of the initial notification.
<b>Planned Maintenance</b>	Preventive services carried out in accordance with the equipment's specific maintenance plan. This includes: tracking and scheduling of required maintenance tasks; exchange of wear and tear parts according to maintenance plan; care measures; adjustments to factory specifications; verification of specified performance and functionality; documentation and detailed protocol of system condition.
<b>Principal Coverage Period</b>	Hours defined in Exhibit A during which agreed-upon services are provided.
<b>Quality Assurance</b>	Quality Assurance tasks are performed to keep the system within the quality specifications as issued by the relevant Equipment's specifications. They consist of <ul style="list-style-type: none"> <li>Tracking and scheduling of required quality assurance tasks</li> <li>Check of measuring and image quality parameters</li> <li>Verification of specified quality parameters</li> <li>Adjustments to factory quality specifications</li> <li>Documentation and detailed quality report of system condition</li> </ul>
<b>Safety Checks</b>	Safety Checks are performed to insure compliance with all local and federal guidelines and regulations. This service consists of <ul style="list-style-type: none"> <li>Tracking and scheduling of required tests</li> <li>Mechanical Safety Checks (e.g. mechanical movements etc.)</li> <li>Electrical Safety Checks (e.g. leakage currents, insulation etc.)</li> <li>Reporting of findings and results</li> </ul>
<b>Smart Remote Services</b>	Smart Remote Services – the efficient and comprehensive infrastructure for medical equipment-related remote services – combines high-tech medical engineering with state-of-the-art information technology. Services, which formerly required on-site visits, are now available via data transfer. SRS enables both Core Services (which are included as part of our standard service agreements), as well as optional services (called Enhanced Productivity Services - EPS). A VPN connection is required.

Deliverables	Description			
<b>teampay Fleet Access</b>	teampay Fleet portal provides most relevant equipment information, including contract duration and service level agreement across your entire institution and multiple locations. Access includes documents, online training courses provided by PEPconnect and smart connection to other teampay applications across any of Siemens Healthineers imaging, laboratory and software solutions.			
<b>Technical Phone Support</b>	Access to specialists at the Siemens Customer Care Center for fast diagnosis and technical support is available during Core Modality Hours. Technical support resources will be available outside of Core Modality Hours on an on-call basis during the On-Call Hours specified by modality. Telephone response times cannot be guaranteed outside of Core Modality Hours. All modality hours are listed below (and can also be found on teampay Fleet: <a href="http://fleet.siemens-healthineers.com">fleet.siemens-healthineers.com</a> ) and are subject to change.			
	Modality	Core Modality Hours (CMH)	On-Call Hours (EST)	On-Call Hours (EST)
	AT AX	7:00a - 7:00p M-F	24x7 outside CMH	
	AT SU	8:00a - 6:00p M-F	N/A	
	AT ECS	8:00a - 6:00p M-F	6:00p - 12:00a M-F	
	CT	7:00a - 1:00a M-F	7:00a – 5:00p Sat-Sun	24x7 outside CMH
	MI PET	6:30a – 10:00p M-F	7:00a – 3:00p Sat-Sun	6:30a –10:00p Holidays
	MI SPECT	7:00a - 8:00p M-F	8:00p - 12:00a M-F 7:00a – 5:00p Sat-Sun	6:00a –12:00a Holidays
	MI PCL	8:00a - 6:00p M-F	N/A	
	MR	6:30a - 9:00p M-F	7:00a – 5:00p Sat	24x7 outside CMH
	ULT	7:30a - 8:00p M-F	8:00a – 11:00p M-F	8:00a – 8:00p Sat-Sun
	XPRF	8:00a - 7:00p M-F	7:00a – 12:00a M-F	8:00a – 8:00p Sat-Sun
	XPWH, XPU, XPSu	8:00a – 5:30p M-F	5:30a – 12:00a M-F	8:00a – 8:00p Sat-Sun
<b>Travel</b>	Includes travel time for Customer Service Engineer to and from Customer's site. Subject to change to reflect currently prevailing rates, if occurring outside of the Principal Coverage Period indicated.			
<b>Updates</b>	Modifications or reliability enhancements to equipment includes two types: Mandatory (safety and performance-related update instructions) and Non-mandatory (reliability-related service instructions). Labor is included during the hours of PCP. Does not include enhancements to the operating systems or additional functionality.			
<b>Uptime Guarantee</b>	Guarantee that the Equipment will function at the minimum Uptime Performance level set forth in Exhibit A of this Agreement. A SRS connection via VPN broadband is mandatory.			