

**AMENDMENT NO. 2
TO SERVICES AGREEMENT
BETWEEN FujiFilm Medical Systems USA Inc., AND
NATIVIDAD MEDICAL CENTER
FOR
Radiology Software/Hardware Support Services**

This Amendment No. 2 to the Services Agreement ("Agreement"), dated January 1, 2011 is entered into by and between the County of Monterey, on behalf of **Natividad Medical Center** (hereinafter "NMC"), and **FujiFilm Medical Systems USA Inc.**, (hereinafter "CONTRACTOR"), with respect to the following:

RECITALS

WHEREAS, the Agreement was executed for Radiology Software/Hardware Support Services with a two year and eight month term and a total Agreement amount not to exceed \$113,000; and

WHEREAS, NMC and CONTRACTOR amended the Agreement on August 31, 2013 via Renewal and Amendment No. 1, to extend the term for an additional two year period through August 30, 2015 and added an additional \$125,576.80, thereby increasing the total agreement amount to \$238,576.80; and

WHEREAS, NMC and CONTRACTOR currently wish to amend the Agreement to extend it for an additional three year period through August 30, 2018, and to add an additional \$105,715.20; thereby increasing the total agreement amount to \$344,292.

AGREEMENT

NOW, THEREFORE, the parties agree to amend the Agreement as follows:

The Agreement is hereby renewed on the terms and conditions as set forth in Original Agreement and in Renewal and Amendment No. 1 incorporated herein by this reference, except as specifically set forth below.

1. Section 2, Paragraph 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 plus EXHIBIT A-2 as per Amendment No. 2 attached hereto. The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$344,292"*.
2. Section 3, Paragraph titled "TERMS OF AGREEMENT" shall be amended to the following; *"The term of this Agreement is January 1, 2011 to August 30, 2018 unless sooner terminated pursuant to this Agreement"*
3. Section 4, Paragraph titled "ADDITIONAL PROVISIONS/EXHIBITS" shall be amended to the following: *"The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:*
Exhibit A: Scope of Services/Payment Provisions of original Agreement
Exhibit A-2: Revised Scope of Services/Payment Provisions as per Amendment No. 2
4. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 2 and shall continue in full force and effect as set forth in the Agreement and in Renewal and Amendment No. 1.
5. A copy of this Amendment No. 2 shall be attached to the Original Agreement.
6. This Amendment No. 2 becomes effective upon execution by both NMC and CONTRACTOR.

IN WITNESS WHEREOF, the parties hereto are in agreement with this Amendment No. 2 on the basis set forth in this document and have executed this Amendment on the day and year set forth herein.

Natividad Medical Center

By: _____
Gary Gray, D.O., Interim CEO

Date: _____

APPROVED AS TO LEGAL PROVISIONS

By: _____
Deputy County Counsel

Date: 6/17/15

APPROVED AS TO FISCAL PROVISIONS

By: _____
Chief Deputy Auditor/Controller

Date: _____

CONTRACTOR

FUJIFILM Medical Systems USA
CONTRACTOR's Business Name*** (see instructions)

Signature of Chair, President, or Vice-President

MADATAKA AKIYAMA President & CEO
Name and Title

Date: 05/08/15

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

SATORU AMANO, TREASURER
Name and Title

Date: 6/10/15

***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 and individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement (one signature required)

IN WITNESS WHEREOF, the parties hereto are in agreement with this Amendment No. 2 on the basis set forth in this document and have executed this Amendment on the day and year set forth herein.

Natividad Medical Center

By: _____
Gary Gray, D.O., Interim CEO

Date: _____

APPROVED AS TO LEGAL PROVISIONS

By: _____
Deputy County Counsel

Date: _____

APPROVED AS TO FISCAL PROVISIONS

By: DM Holly
Chief Deputy Auditor/Controller

Date: 6/18/15

CONTRACTOR

FUJIFILM Medical Systems USA
CONTRACTOR's Business Name*** (see instructions)

AKIYAMA
Signature of Chair, President, or Vice-President

MASATAKA AKIYAMA President & CEO
Name and Title

Date: 05/08/15

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

Name and Title

Date: _____

***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)

EXHIBIT A-2 per Amendment No. 2
FUJIFILM
EMERALD PREFERRED TERMS

Customer Invoicing Information

NATIVIDAD MEDICAL CENTER
PO BOX 81611
SALINAS, CA 93912-1611

Attn: Heidi Riggerbach
Phone: 831-772-7660
Fax: .
E-mail: riggerbachha@Natividad.com

Company Contact Information

FUJIFILM Medical System USA, Inc.
419 West Avenue
Stamford, CT 06902

Attn: Mark Belaire , **Cell:** 425-295-8798 / **Fax:** 425-316-1370
Email: mbelaire@fujifilm.com
Service Agreement# 108484_2
SSS: Mark Belaire
ZSM: John Paschalis
Date: March 18, 2015

FUJIFILM Medical Systems U.S.A., Inc. (FMSU) agrees to provide the Services specified herein to Customer's Equipment specified on the attached Equipment Detail List.

COVERAGE TERM

For the period of 36 months, commencing August 31, 2015 and expiring August 30, 2018
 The seller, Fuji Medical Systems U.S.A. Inc., will form a service agreement with the buyer, on the equipment on the attached list.

SERVICE RATE

The Annual Service Service Rate will be billed in advance at an annual rate of:	Year 1:	\$35,238.40
	Year 2:	\$35,238.40
	Year 3:	\$35,238.40
	Total	\$105,715.20
	Payment Options: <input checked="" type="checkbox"/> Annual <input type="checkbox"/> Semiannual <input type="checkbox"/> Quarterly	

Price is the same regardless of Payment Option chosen.
 This proposal is valid for sixty (60) days from quotation date.

SERVICE TERMS

Emerald Preferred Service Coverage Consists of:

- Scheduled and emergency service and Travel performed between the hours of 8:30 AM and 5:00 PM Monday through Friday excluding FUJIFILM Medical Systems USA, INC. Holidays.
- One (1) preventive maintenance inspection and calibration per service agreement year, unless otherwise specified in FMSU Service Manual.
- All replacement parts, labor and travel in accordance with the Monterey County Travel Policy. Excludes consumable items, batteries, and X-ray tubes. Glassware coverage at additional price.
- All software updates based upon original OS & Application purchased configuration. Excludes software / hardware performance upgrades.
- Factory trained FUJIFILM Field Service Engineers.
- One (1) hour telephonic response and 4 hour on-site response for hard down systems within 150 miles of FMSU personnel.

AMENDMENTS AND OPTIONS

1. **Reduced Overtime Rates for Service Calls outside Covered Hours as follows :**
 Customers receive a 40% Discount off current Standard Overtime Rates.
2. **Standard Replacement CR Cassettes & Imaging Plates**
 Customers whose Service Agreement covers CR Readers will receive a 50% discount off list price for replacement plates & cassettes.

For calls outside included hours, there is a minimum charge of 6 hours.

ACCEPTANCE

The Agreement Subject to the Terms Attached to this Document.

Signature of the Authorized Agent

Date

Customer Purchase Order

Print Name and Title

Accepted by FUJIFILM Medical Systems USA

Date

Accepted by FUJIFILM Medical Systems USA

Date

EXHIBIT A-2 per Amendment No. 2

FUJIFILM
EQUIPMENT LOCATION:
NATIVIDAD MEDICAL CENTER
1441 CONSTITUTION BLVD.
SALINAS, CALIFORNIA 93906
EMERALD PREFERRED SERVICE AGREEMENT #108484_2

Description / Model #	Original Amount Price \$	Discounted Price	Year 1 \$2016 \$2016	Year 2 \$2016 \$2017	Year 3 \$2017 \$2018	Year 4 \$2018 \$2019
DELL G3700 3.0G C2DU04G RAM180G HD 1 J172/PN1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DELL G3700 3.0G C2DU04G RAM180G HD 1 H272/PN1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOUCHSCREEN 19 INCH LCD 1 F13C028730	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOUCHSCREEN 19 INCH LCD 1 F14C02432	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DELL G3700 3.0G C2DU04G RAM180G HD 1 DPP2/PN1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
PCR ASPRE CLEARVIEW 11 9768018	\$11,708.00	(\$2,341.60)	\$9,366.40	\$9,366.40	\$9,366.40	\$28,099.20
DRYPK 8008 W/2 FILM DRAWERS WITH KP OS 1 8573168	\$6,720.00	(\$1,344.00)	\$5,376.00	\$5,376.00	\$5,376.00	\$16,128.00
21 IN BARCO 2MP 1600X1200 5FW MONITOR 1 1878048113	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DRYPK 4000 W/2 FILM DRAWERS 1 08232279	\$4,820.00	(\$324.00)	\$3,696.00	\$3,696.00	\$3,696.00	\$11,088.00
FUJIS-1E CARBON-XL-2 READER UNIT 1 08224284	\$10,500.00	(\$2,100.00)	\$8,400.00	\$8,400.00	\$8,400.00	\$25,200.00
FUJIS-1E CARBON-XL-2 READER UNIT 1 08224283	\$10,500.00	(\$2,100.00)	\$8,400.00	\$8,400.00	\$8,400.00	\$25,200.00
Net Price	\$44,048.00	(\$8,808.00)	\$35,238.40	\$35,238.40	\$35,238.40	\$108,718.20

APPLIED DISCOUNTS:

1. Multi Year Discount 5% + Multi System Discount 5% + Zone

Total % Discount 20.00

EXHIBIT A-2 per Amendment No. 2

TERMS AND CONDITIONS

1. FUJIFILM MEDICAL SYSTEMS U.S.A., INC. DUTIES. Commencing on the effective date set forth in that certain Emerald Preferred Service Agreement (the "Service Agreement") between FUJIFILM Medical Systems U.S.A., Inc. ("FMSU") and the buyer ("Customer") of certain equipment as set forth in the Service Agreement (the "Equipment"), FMSU shall have the following duties under the Service Agreement:

1.1 Scheduled Preventive Maintenance. During the term of the Service Agreement, FMSU shall provide preventive maintenance inspections for the Equipment, including without limitation calibration at least annually, in FMSU's discretion, and all such other actions as FMSU considers necessary to ensure proper operation of the Equipment, at Customer's facilities within the location area specified in the Service Agreement. Any such preventive maintenance inspections shall take place during the hours set forth in the Service Agreement, except during FMSU-recognized holidays. For purposes hereof, such service hours as set forth in the Service Agreement shall be referred to as "agreement hours". Preventive maintenance inspections may be performed, at FMSU's discretion, concurrently during remedial maintenance under the Service Agreement, and as a result may be unscheduled.

1.2 Remedial Maintenance During Agreement Hours. FMSU will provide remedial maintenance necessary to maintain the Equipment in good working order upon Customer's request for service, which request may be oral. Such remedial maintenance shall be performed at Customer's facilities within the location area specified in the Service Agreement during agreement hours.

1.3 Remedial Maintenance Outside Agreement Hours. Remedial maintenance will be performed outside agreement hours at Customer's request only, at an additional charge for overtime labor, travel and expenses. There will be a minimum two-hour travel and four-hour labor charge for all maintenance performed pursuant to this paragraph 1.3.

1.4 Remote Monitoring and Service. FMSU reserves the right to use remote monitoring, troubleshooting and repair prior to dispatching an on-site technician.

1.5 Maintenance Parts. If specified in the Service Agreement, FMSU shall provide all necessary replacement parts for maintaining the Equipment, except Glassware, at no cost to Customer, unless otherwise provided in the Service Agreement. For purposes hereof, "Glassware" is defined as lasers and TV x-ray tubes. Such replacement parts, when furnished, will be new parts or rebuilt parts equivalent, in the judgment of FMSU, to new parts when used in connection with the Equipment. All replaced parts shall become the property of FMSU.

2. EXCLUSION FROM MAINTENANCE DUTIES

FMSU shall have no obligation to provide maintenance services or replacement parts on Equipment in connection with:

(a) Repair, replacement or maintenance arising from (i) any intentional acts or negligence of Customer's employees, agents or invitees, (ii) attempts to repair or service the Equipment made by persons other than FMSU personnel without the prior approval of FMSU, (iii) use of special attachments or devices not provided by FMSU in connection with the Equipment; or (iv) misuse of the Equipment including without limitation use of the Equipment for any application or function for which it was not intended;

(b) Repair or maintenance of accessories, attachments, supplies, machines or other devices not furnished by FMSU, or of electrical work external to the Equipment;

(c) Maintenance required as a result of damage to the Equipment (i) resulting from transportation by Customer, (ii) otherwise caused by Customer (other than through ordinary use), or (iii) resulting from any Excluding Event (as defined in paragraph 4).

3. RESPONSIBILITIES OF CUSTOMER

Customer shall provide reasonable access, including remote access, to the Equipment for FMSU personnel for purposes of maintenance pursuant to Customer's request. Customer shall pay within 30 days of invoice the total amount of the payment option set forth in the Service Agreement, including all applicable federal, state and local taxes thereon. Customer also shall pay within 30 days of invoice all charges based upon FMSU's applicable rates for all work requested by Customer that is not the responsibility of FMSU to perform pursuant to the Service Agreement, including without limitation maintenance services arising out of any of the exclusions set forth in paragraph 2. If reasonable access is not provided to FMSU representatives, Customer will be billed at the then-prevailing labor rate for additional labor time that is expended due to the fact that the FMSU representative was denied access to the Equipment. Whenever remedial maintenance is provided outside agreement hours in accordance with paragraph 1.3, Customer shall provide a knowledgeable representative on site with signature authority to accept the satisfactory completion of work performed and to authorize billing.

4. EXCLUDED PERFORMANCE

FMSU shall not be liable for any failure to perform or delayed performance under the Service Agreement if such performance is prevented, hindered or delayed by reason of any cause beyond the reasonable control of FMSU (an "Excluding Event"), including without limitation labor disputes, strikes, other industrial disturbances, acts of God, floods, shortages of materials, earthquakes, casualty, war, acts of the public enemy, riots, insurrections, embargoes, laws, blockages, actions, restrictions and regulations or orders of any government, government agency or subdivision.

5. ADDITIONAL EQUIPMENT

The terms of the Service Agreement shall apply only to FMSU equipment purchased by Customer that is specifically set forth in the Service Agreement as of the effective date thereof, unless otherwise agreed in writing by FMSU. However, any additional equipment purchased by Customer that is not set forth in the Service Agreement as of the effective date thereof may be added, at FMSU's sole discretion, in an amendment to the Service Agreement.

6. WARRANTY; DISCLAIMER OF WARRANTY; LIMITATION OF LIABILITY

6.1 Warranty; Disclaimer of warranty. FMSU warrants that it will provide the services described in the Service Agreement and these terms and conditions. FMSU also warrants that any parts provided in connection with the Service Agreement will be free from defects in material and workmanship at the time of installation. FMSU MAKES NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, WITH RESPECT TO SERVICE OR PARTS PROVIDED BY FMSU PURSUANT TO THE SERVICE AGREEMENT.

6.2 Remedy; Limitation of Liability. In the event of FMSU's breach of any warranty or obligation under the Service Agreement, FMSU's sole obligation shall be to make all necessary adjustments, repairs and replacements in accordance with the terms of the Service Agreement and to replace any parts installed pursuant to the Service Agreement that are defective at the time of installation. FMSU shall have no liability for damages under the Service Agreement in connection with any non-functioning or malfunctioning unit of Equipment unless such Equipment fails to function properly for a period of three consecutive months. In the event that any item of Equipment fails to function properly for such three-month period, FMSU's total liability under the Service Agreement shall be limited to general money damages in an amount not to exceed the pro-rated annual service rate paid by Customer attributable to such non-functioning or malfunctioning item of Equipment for the period during which such Equipment fails to function properly. FMSU SHALL IN NO EVENT BE LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING BUT NOT LIMITED TO LOSS OF USE OF THE EQUIPMENT OR LOSS OF PROFITS.

7. EQUIPMENT LOCATION

All Equipment is located at Customer's address listed in the Service Agreement, unless otherwise set forth therein. Any subsequent resale or removal to a new location without prior approval from FMSU may result in automatic cancellation of the Service Agreement.

8. TERMINATION

The term of the Service Agreement shall be as set forth therein, provided, however, that the Service Agreement also may be terminated:

(a) At any time upon mutual consent in writing;

(b) By either party in the event of default by the other party, which default remains uncorrected for 90 days after notice of such default is given to the defaulting party;

(c) By either party upon giving 90 days prior written notice to the other party.

9. MISCELLANEOUS

9.1 Assignment. The rights and obligations of Customer under the Service Agreement shall not be assignable in full or in part by operation of law or otherwise without the prior written consent of FMSU.

9.2 Waiver. Any forbearance, failure or delay by either party in exercising any right, power or remedy hereunder shall not be deemed to be a waiver of such right, power or remedy; any single or partial exercise of any right, power or remedy by either party hereunder shall not preclude the further exercise thereof, and every

EXHIBIT A-2 per Amendment No. 2

right, power or remedy of that party shall continue in full force and effect until such right, power or remedy is specifically waived by an instrument in writing executed by such waiving party.

9.3 Entire Agreement. The Service Agreement and these terms and conditions attached thereto and made a part thereof supersede any prior agreements, written or oral, between the parties, contain the entire understanding between the parties, and, except as provided herein or therein, may be amended or altered only by execution by both parties of an instrument in writing.

9.4 Governing Law. The laws of the State of California shall govern the Service Agreement, without giving effect to such state's conflict of laws provisions.

9.5 Severability. In the event any one or more of the provisions of the Service Agreement or these terms and conditions shall for any reason be held to be invalid, illegal or unenforceable, the remaining provisions thereof shall be unimpaired and any invalid, illegal or unenforceable provision shall be replaced by a provision which, being valid, legal and enforceable, comes closest to the intention of the parties underlying the invalid, illegal or unenforceable provision.

9.6 Notice. Notices to the parties shall be sent to their respective addresses as set forth in the Service Agreement by certified mail, return receipt requested, or by overnight courier.

9.7 Confidentiality. During the course of performing the Service Agreement, the parties acknowledge that they may disclose to each other certain Confidential Information. All Confidential Information is and will be the exclusive property of the disclosing party or its Affiliates (as defined herein), as the case may be. Each party agrees not to use the Confidential Information of the other party for any purposes other than the performance of the Service Agreement. Each party agrees not to disclose Confidential Information to third parties except as necessary for the performance of the Service Agreement, provided that such party will have executed or shall execute appropriate written agreements with such third parties sufficient to enable such party to comply with all the provisions of the Service Agreement. Each party agrees to use the same level of care in safeguarding the other party's Confidential Information that is used with its own Confidential Information, but in no event less than reasonable care.

Upon the termination of the Service Agreement for any reason, or at any time upon request by a disclosing party, all originals, copies and reprints of Confidential Information in the receiving party's possession, custody or control shall be promptly surrendered and delivered to the disclosing party or, at such disclosing party's option, destroyed, and the receiving party shall thereafter make no further use, either directly or indirectly, of any such Confidential Information. The confidentiality provisions herein shall remain in full force and effect following termination of the Service Agreement and for a period of three years thereafter.

As used herein, Confidential Information means any non-public information of a party or its Affiliates, including without limitation the terms of the Service Agreement, technical information, business information, sales information, marketing information, customer-buying patterns, algorithms, customer and potential customer lists and identities, product sales plans, inventions, developments, discoveries, software, know-how, methods, techniques, formulas, data, processes and other trade secrets and proprietary ideas, whether or not protectable under patent, trademark, copyright or other areas of the law, and any other information marked or disclosed as being Confidential Information, which is shared between the parties in writing or orally. For purposes hereof, "Affiliates" shall mean any person, corporation, firm, partnership or other entity, whether de jure or de facto, which directly or indirectly owns, controls, is owned by or is under common ownership or control with a party to the Service Agreement, to the extent that such ownership or control constitutes at least fifty percent (50%) of the equity having the power to vote on or direct the affairs of the entity.

9.8 Access to Books and Records. To the extent Section 952 of the Omnibus Reconciliation Act of 1980 (Public Law 96-499) is found applicable to the Service Agreement and the value or cost of services rendered thereunder exceeds \$10,000 or more over a 12-month period, then until the expiration of four years after furnishing of services pursuant to the Service Agreement, FMSU agrees to make available upon written request by the Secretary of the United States Department of Health and Human Services ("DHHS"), or upon request by the Comptroller General of the United States, or to any of their duly authorized representatives, the Service Agreement, and books, documents and records of FMSU that are necessary to certify the extent of any costs of Customer arising from the Service Agreement, or such other information as otherwise required by law. Further, if FMSU carries out any of its duties arising from the Service Agreement through a subcontract, the value or cost of which is \$10,000 or more over a 12-month period, with a related organization, such subcontract shall contain a clause to the effect that, until the expiration of four years after furnishing such service pursuant to such subcontract, the related organization shall make available upon written request by the Secretary of the DHHS or upon request of the Comptroller General of the United States, or any of their duly authorized representatives, subcontracts, books, documents and records of such organization that are necessary to verify the nature and extent of such costs, or such other information as otherwise required by law.

Emerald Preferred T&Cs H162-20

