



Service Agreement Equipment Addition Amendment

Service Agreement #

Attn: Sean Carter
Phone: (916) 788-2946
Fax: (916) 788-2948
Email: sean.carter@siemens-healthineers.com

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

This Amendment shall become a part of that certain Service Proposal #1-0730SY, dated 12/17/18 (the "Agreement") between Siemens Medical Solutions USA, Inc. ("Siemens") and THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER ("Customer").

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.

Table with 7 columns: Item #, Add, Description (Equipment), Functional Location, Effective Date, Service Agreement, Adjustment to Annual Agreement Price. Row 1: 1, Add, c.cam, , , Gold contract, + \$26,804

- 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.

Customer's Acceptance

Siemens Medical Solutions USA, Inc.

(By) (Signature)
Name and Title
Acceptance Date

(By) (Signature)
Sean Carter Service Sales Executive
Name and Title

Customer P.O. # (enter P.O. # for contract billing; if not provided, Siemens will invoice without P.O.)
Standing P.O. # (Initial if P.O. is required but will be issued prior to warranty expiration) (for T&M charges outside of the contract)

Amendment becomes effective upon Customer signature and Siemens acceptance.

Approved as to form. 5/4/2020

Approved as to fiscal provisions 5/5/2020

[Handwritten signature]

Deputy County Counsel

[Handwritten signature]

Assistant Auditor-Controller

Exhibit A

Item #1:

Equipment:	c.cam		
Equipment Location:	NATIVIDAD MEDICAL CENTER		
Address:	1441 CONSTITUTION BLVD, 81611, SALINAS, CA 93906-3100		
Functional Location:	Service Quote Nr: 1-RPSI91 Rev 2	Equipment Quote Nr: 1-RPI18B	Payment Frequency: Monthly
Standard Warranty: Extended Warranty	Warranty Start: Upon Warranty Commencement	Warranty End: 1 Year Duration	Warranty Price: \$0
Service Agreement: Gold contract	Contract Start: Upon Warranty Expiration	Contract End: 4 Year Duration	Annual Price: \$26,804

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

Coverage applies during the Warranty or Contract Period as indicated:	Warranty Period	Contract Period
Principal Coverage Period	08:00am - 06:00pm M-F	08:00am - 06:00pm M-F
Uptime Guarantee	97%	97%
Phone Response	30 min	30 min
On-Site Response	4 hours	4 hours
Parts Order Requirement	noon	noon
Parts Delivery	Same Day	Same Day
Eco System	✓	✓
SPECT Detector Head Subsystem Coverage	✓	✓
Safety Checks	✓	✓
Planned Maintenance	✓	✓
Quality Assurance	✓	✓
Updates	✓	✓
Technical Phone Support	✓	✓
Labor	✓	✓
Travel	✓	✓
Smart Remote Services	✓	✓
LifeNet Access	✓	✓
Application Hotline Phone Support	✓	✓
teampay Basic	✓	✓
General Spare Parts Coverage	✓	✓
No Consumable Coverage	✓	✓
SPECT Sources NES8426-4	N/A	✓
Accredited Self Study Program	N/A	Qty 1
Enhanced Virtual Learning Sub	N/A	Qty 1

Equipment:	Symbia.Net Multi User (included in system price)		
Equipment Location:	NATIVIDAD MEDICAL CENTER		
Address:	1441 CONSTITUTION BLVD, 81611, SALINAS, CA 93906-3100		
Functional Location:	Service Quote Nr: 1-RPSI91 Rev 2	Equipment Quote Nr: 1-RPI18B	Payment Frequency: Monthly

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

Coverage applies during the Warranty or Contract Period as indicated:	Warranty Period	Contract Period
Principal Coverage Period	08:00am - 06:00pm M-F	08:00am - 06:00pm M-F
Uptime Guarantee	97%	97%
Phone Response	30 min	30 min
On-Site Response	4 hours	4 hours
General Spare Parts Coverage	✓	✓
LifeNet Access	✓	✓
Evolve for Symbia.net	N/A	✓

This pricing is only valid for new service contracts that are signed with the equipment purchase or prior to warranty commencement.

Note: The proposal for this system has been developed based on VIZIENT SUPPLY LLC national agreement.

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

Glossary

Deliverables	Description
Accredited Self Study Program	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.
Application Hotline Phone Support	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
Eco System	Refurbished System.
Enhanced Virtual Learning Sub	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.
Evolve for Symbia.net	Siemens' obsolescence protection program, providing periodic updates and upgrades to the existing system's software and/or hardware. Helps keep Customer investments up-to-date, and increases the system's imaging capabilities as new developments emerge. Provides prolonged system life and optimized system capabilities within a fixed budget.
General Spare Parts Coverage	Replacement of standard spare parts. Excludes high-vacuum components, consumables, Shock wave components, Transducers, TEE's and Specialty Probes, Flat Panel Detectors, MMLC, and Waveguides. Excludes non-Siemens parts unless specifically identified in Exhibit A.
Labor	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).
LifeNet Access	The LifeNet portal provides access to customer service information related to diagnostic imaging equipment. Access includes service and PM management tools, equipment performance reports, service documentation, asset management and service contract management tools and much more.
No Consumable Coverage	Upon selection to not have consumable coverage, customer agrees to supply at his/her own expense consumables, such as but not limited to, batteries, leads, padding, storage media, cassettes, etc. Full list of consumables covered can be found on Lifenet customer portal: www.usa.siemens.com/lifenet .
On-Site Response	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)
Parts Delivery	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.
Parts Order Requirement	Parts order must be placed with Siemens by noon (Customer's local time) in order to receive Parts Delivery commitment as specified.
Phone Response	A representative from Siemens Healthineers will follow up with the customer within this timeframe to discuss the status of the initial notification.
Planned Maintenance	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.
Principal Coverage Period	Hours defined in Exhibit A during which agreed-upon services are provided.
Quality Assurance	Regular quality assurance tasks and image quality inspections to achieve consistent, high-quality images, are performed to keep the system within the quality specifications as issued by the factory.
Safety Checks	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"> Tracking and scheduling of required tests Mechanical Safety Checks (e.g. mechanical movements etc.) Electrical Safety Checks (e.g. leakage currents, insulation etc.) Reporting of findings and results

Deliverables	Description
Smart Remote Services	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.
SPECT Detector Head Subsystem Coverage	Coverage for the replacement of standard spare parts of the SPECT detector head subsystem that impact image quality. This includes but is not limited to cables, boards, Photomultiplier Tubes (PMT's), preamps and detector itself. This excludes cover(s), detector service tools and the tub itself. For c.cam systems detector head subsystem coverage includes replacement of the crystal.
SPECT Sources NES8426-4	Coverage includes the shifting of line sources one position outward from the center. The two vacant slots in the center are replenished with two 20 mCi sources. This coverage is only available for Siemens SPECT systems with source-based attenuation correction hardware and software option (Profile or c.clear option) that is purchased and installed on the system.
teamply Basic	teamply is a cloud based solution that provides Customer access to certain metrics on the Equipment and other Siemens imaging systems connected to Customer's network. teamply's Basic applications require the installation of locally installed teamply receiver software with web-based analytics relating to usage data management. The teamply receiver software can be installed on Customer's hardware or virtual machines meeting the minimum hardware requirements.
Technical Phone Support	Direct access to specialists at the Siemens Customer Care Center for fast diagnosis and technical support. Technical Phone Support is available to Siemens customers over the telephone, 24 hours a day, 7 days a week.
Travel	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.
Updates	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.
Uptime Guarantee	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.

Additional Terms and Conditions for MI Systems

In addition to the terms and conditions set forth in the Agreement to which this is attached, the following terms and conditions shall apply in order to ensure the safe management of radioactive materials at the Customer's facilities.

In connection with the management of radioactive materials, Siemens' Customer Service Engineers ("CSEs") can provide the following services:

- Accepting pre-made sources for testing/calibration from onsite (customer) personnel. Pre-made sources may include:
 - Tc- 99m (Technetium), Tl-201 (Thallium) I-25 (Iodine)
 - Other radionuclides as available and licensed
- Using pre-made sources for testing/calibrations prepared by Customer's on-site personnel:
 - in accordance with site license
 - in accordance with site procedures
 - in accordance with manufacturer's instructions
 - in accordance with Siemens' procedures
- Returning pre-made sources to Customer's on-site personnel, including:
 - physical return to site personnel
 - return to storage/decay area as designated by authorized site personnel
- Accepting solid/sealed sources for testing/calibration from onsite (customer) personnel. Sources may include:
 - Co-57, Gd-153 or Ga/Ge-68
- Using solid/sealed sources provided by Customer's on-site personnel for testing/calibration.
- Replacing solid/sealed sources in holders inside systems (eg. Ga/Ge-68 in Biograph Systems or Gd-153/Co-57 in Symbias).
- In certain rare circumstances, radiological surveys that are necessary during emergent situations (e.g., an accidental liquid source spill or where a source becomes trapped within the holder) may be required to be performed by either a Siemens CSE or Customer's personnel who are trained in their use. The surveys would be performed using instruments the Customer already has listed on its Radioactive Materials License. Customer grants Siemens the right to use these radiation detection instruments under these circumstances.

Notwithstanding anything to the contrary contained in the Agreement, the Customer acknowledges and agrees that Siemens' CSEs cannot provide the following in connection with the services provided under the Agreement:

- Ordering of radioactive sources for Customer
- Receiving incoming source shipment
- Unboxing incoming shipment of radioactive materials
- Performing leak test for new or old sources
- Inventorying sources for a license
- Storing material in any way other than described herein
- Drawing liquid source from any generating source
- Making usable dilution of liquid source by changing from one vessel to another or adding solution
- Filling any phantom or mix solutions with liquid sources for testing
- Boxing sources for shipment
- Filling out shipping paperwork
- Transporting sources other than room to room at the same facility
- Removing sources from a facility
- Packaging sources or in any way participating in preparation of sources for transportation
- Shipping packaged sources
- Accepting unlabeled sources

Customer, and not Siemens, is solely responsible for the security and ownership of radioactive sources strictly in accordance with all applicable laws, rules and regulations.