



Monterey County

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

Board Order

Agreement No. A-11898

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

Authorized the Purchasing Manager for Natividad Medical Center (NMC) to execute Renewal and Amendment No. 1 to the Agreement (A-11898) with FujiFilm Medical Systems USA Inc. for Software/Hardware Support Services at NMC, extending the Agreement to August 30, 2015 and adding \$125,576.80 (over two years) for a revised total Agreement amount not to exceed \$238,576.80 in the aggregate.

PASSED AND ADOPTED on this 10th day of December 2013, by the following vote, to wit:

AYES: Supervisors Armenta, Calcagno, Salinas, Parker and Potter


NOES: None

ABSENT: None

I, Gail T. Borkowski, 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 77 for the meeting on December 10, 2013.

Dated: December 13, 2013
File Number: A 13-273

Gail T. Borkowski, Clerk of the Board of Supervisors
County of Monterey, State of California

By  _____
Deputy

**RENEWAL AND AMENDMENT NO. 1
TO THE SERVICES AGREEMENT
BETWEEN NATIVIDAD MEDICAL CENTER (COUNTY OF MONTEREY) AND
FUJIFILM MEDICAL SYSTEM USA INC**

THIS RENEWAL AND AMENDMENT NO. 1 to the County of Monterey Agreement for Services (hereinafter, "RENEWAL") is made and entered into, by and between the County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center, an acute care hospital (hereinafter, "County"), and Fujifilm Medical System USA Inc (hereinafter, "CONTRACTOR") (collectively, the County and CONTRACTOR are referred to as the "Parties.").

WHEREAS, the Parties had previously entered into an Agreement for Services (hereinafter, "Agreement"), on January 11, 2011; and

WHEREAS, the Agreement is attached hereto as Attachment 1; and

WHEREAS, that Agreement expired on August 30, 2013; and

WHEREAS, the Parties wish to renew the Agreement on the same or similar terms, beginning August 31, 2013; and increase the amount payable by \$125,576.80 to continue to provide services associated with Radiology Software/Hardware Support Services within the County of Monterey.

NOW THEREFORE, the Parties agree as follows:

The Agreement is hereby renewed on the terms and conditions as set forth in Attachment 1 incorporated herein by this reference, except as specifically set forth below.


1. The term of this RENEWAL is from August 31, 2013 to August 30, 2015 unless sooner terminated pursuant to the terms of this RENEWAL, or extended in writing.
2. Contractor will continue to provide NMC with the same scope of services as stated in the original Agreement (No.A-11898/ MYA148)
3. Exhibit A to the Agreement is replaced with **Renewal and Amendment-No.1 to Exhibit A**, attached to this Renewal. All references in the Agreement to Exhibit A shall be construed to refer to **Renewal and Amendment No. 1 to Exhibit A**.
4. County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Attachment 1, subject to the limitations set forth in this RENEWAL. The total amount payable by County to CONTRACTOR shall not exceed the sum of 238,576.80
5. If there is any conflict or inconsistency between the provisions of Agreement, or this RENEWAL, the provisions of this RENEWAL shall govern.

IN WITNESS WHEREOF, the parties hereby execute this RENEWAL as follows:

NATIVIDAD MEDICAL CENTER


By: _____
Sid Cato, NMC, Management Analyst/Contracts

Date: _____

By:  _____
Harry Weis, NMC, Chief Executive Officer

Date: 8/29/13

APPROVED AS TO LEGAL PROVISIONS

By:  _____
Anne Brereton, Deputy County Counsel

Date: Sept 20, 2013

APPROVED AS TO FISCAL PROVISIONS

By:  _____
Gary Giboney, Auditor/Controller's Office

Date: 8/20/13

CONTRACTOR

Contractor's Business Name***

 _____
Signature of Chair, President, or Vice-President
KEN BURDEN
EXECUTIVE DIRECTOR-SERVICE

Name and Title

Date: 8/6/2013

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.

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.

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.



EMERALD PREFERRED SERVICE AGREEMENT

Customer Invoicing Information

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

Attn: Sid Cato
Telephone Number: 831-783-2620
Fax Number:
E-mail Address: CatoSL@Natividad.com

Company Contact Information

FUJIFILM Medical System USA, Inc.
419 West Avenue
Stamford, CT 06902
Attn: Enrique Jurado , Fax: (203) 363-3834
Email: EJurado@Fujifilm.com
Service Agreement# 106464_1
CSE: NARA.CHIN
ZSM:JOHN.PASCHALIS
Date: July 01, 2013

COVERAGE PERIOD

For the period of **24 months**, commencing **August 31, 2013** and expiring **August 30, 2015**
The seller, Fuji Medical Systems U.S.A. Inc., will form a service agreement with the buyer, on the equipment on the attached list.

TERMS OF THE AGREEMENT

The Service Agreement will be billed in advance at an annual rate of:

Year 1: \$62,788.40
Year 2: \$62,788.40

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

Total \$125,576.80

GENERAL CONDITIONS

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. 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

Print Name and Title

Date

Ken Burden

Accepted by FUJIFILM Medical Systems USA

KEN BURDEN

EXECUTIVE DIRECTOR-SERVICE

Customer Purchase Order

Date

8/6/2013

FUJIFILM

EQUIPMENT LOCATION:
NATIVIDAD MEDICAL CENTER
1441 CONSTITUTION BLVD.
SALINAS, CALIFORNIA 93906

EMERALD PREFERRED SERVICE AGREEMENT #106464_1

Description \ Serial #	Normal Annual Price	Discounted Price	Year 1 8/31/13 8/30/14	Year 2 8/31/14 8/30/15	Total Cost
DELL GX780 3.0G C2DUO/4G RAM/160G HD \ JLFZFN1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DELL GX780 3.0G C2DUO/4G RAM/160G HD \ HQFZFN1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DELL GX780 3.0G C2DUO/4G RAM/160G HD \ HGFZFN1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOUCHSCREEN 19 INCH LCD \ F12C029730	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOUCHSCREEN 19 INCH LCD \ F10C022442	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOUCHSCREEN 19 INCH LCD \ F10C022432	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DELL GX780 3.0G C2DUO/4G RAM/160G HD \ DPFZFN1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
FCR ASPIRE CLEARVIEW 1 \ 97150016	\$11,708.00	(\$2,341.60)	\$9,366.40	\$9,366.40	\$18,732.80
DRYPIX 5000 W/2 FILM DRAWERS WITH XP OS \ 86731099	\$6,720.00	(\$1,344.00)	\$5,376.00	\$5,376.00	\$10,752.00
DRYPIX 5000/7000 SORTER \ 76221552	\$250.00	(\$50.00)	\$200.00	\$200.00	\$400.00
21 IN BARCO 2MP 1600X1200 B/W MONITOR \ 1879045113	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
FCR-GO MB-101 PORTABLE X-RAY SYSTEM \ 06620520	\$14,000.00	(\$2,800.00)	\$11,200.00	\$11,200.00	\$22,400.00
DRYPIX 4000 W/2 FILM DRAWERS \ 06232279	\$4,620.00	(\$924.00)	\$3,696.00	\$3,696.00	\$7,392.00
RU359-1E CARBON-XL-2 READER UNIT \ 06224395	\$10,500.00	(\$2,100.00)	\$8,400.00	\$8,400.00	\$16,800.00
RU359-1E CARBON-XL-2 READER UNIT \ 06224394	\$10,500.00	(\$2,100.00)	\$8,400.00	\$8,400.00	\$16,800.00
RU359-1E CARBON-XL-2 READER UNIT \ 06224393	\$10,500.00	(\$2,100.00)	\$8,400.00	\$8,400.00	\$16,800.00
XRAY TUBE ONLY GO 1 - NON-DISCOUNTABLE \ 	\$5,800.00	\$0.00	\$5,800.00	\$5,800.00	\$11,600.00
BATTERY LABOR INSTALL FOR GO BATTERIES EXTRA \ NON-DISCOUNTABLE	\$1,950.00	\$0.00	\$1,950.00	\$1,950.00	\$3,900.00
Net Price	\$76,548.00	(\$13,759.60)	\$62,788.40	\$62,788.40	\$125,576.80

APPLIED DISCOUNTS:

- Standard SLA with 2.5% Multi Yr Discount
- Additional Applied Discounts: 17.5%

Quotation Comments:

* Pro Rated If Necessary

Total Discount: 20.00%