



Contract Number

20-573 A-1

SAP Number

4400014729

Arrowhead Regional Medical Center

Department Contract Representative	<u>William L. Gilbert</u>
Telephone Number	<u>(909) 580-6150</u>
Contractor	<u>Ziehm Imaging, Inc.</u>
Contractor Representative	<u>Eric Gorman</u>
Telephone Number	<u>(714) 381-4062</u>
Contract Term	<u>July 14, 2020 through July 13, 2025</u>
Original Contract Amount	<u>\$120,700</u>
Amendment Amount	<u>\$25,840</u>
Total Contract Amount	<u>\$146,540</u>
Cost Center	<u>7631</u>

AMENDMENT NO. 1

San Bernardino County on behalf of Arrowhead Regional Medical Center and Ziehm Imaging, Inc. agree to amend the terms of the Service Agreement entered into by the parties on July 14, 2020 ("Agreement"), as follows, effective as of the date this Amendment No. 1 ("Amendment") is fully executed:

1. Delete the Optional Service Coverage Quotation # AZ12919-5 and replace with Exhibit 1, Optional Service Coverage Quotation # AZ020924-1, as attached hereto and incorporated herein.
2. Ziehm Imaging, Inc. has disclosed to the County using Attachment A - Campaign Contribution Disclosure Senate Bill 1439, attached hereto, whether it has made any campaign contributions of more than \$250 to any member of the County Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within the 12 months before the date this Amendment was approved by the Board of Supervisors. Ziehm Imaging, Inc. acknowledges that under Government Code section 84308, Ziehm Imaging, Inc. is prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer for 12 months after the County's consideration of this Amendment.
3. **Full Force and Effect.** All other terms and conditions of the Agreement shall remain in full force and effect.

4. **Counterparts.** This Amendment may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Amendment. The parties shall be entitled to sign and transmit an electronic signature of this Amendment (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Amendment upon request.

SAN BERNARDINO COUNTY

► _____
 Dawn Rowe, Chair, Board of Supervisors

Dated: _____
 SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Lynna Monell
 Clerk of the Board of Supervisors
 San Bernardino County

By _____
 Deputy

Ziehm Imaging, Inc.

(Print or type name of corporation, company, contractor, etc.)

By ► _____
(Authorized signature - sign in blue ink)

Name _____
(Print or type name of person signing contract)

Title _____
(Print or Type)

Dated: _____

Address _____

FOR COUNTY USE ONLY

Approved as to Legal Form
 ► _____
 Bonnie Uphold, Supervising Deputy County Counsel
 Date _____

Reviewed for Contract Compliance
 ► _____
 Date _____

Reviewed/Approved by Department
 ► _____
 William L. Gilbert, Director
 Date _____

EXHIBIT 1



Quotation For
 Adriane Freeman
 Arrowhead Regional Medical Center
 400 N Pepper Ave
 Colton, CA, 92324
FreemanA4@arrowhead.com

Quotation #: AZ020924-1
 Date: 2/9/24
 Model: Ziehm Vision RFD 31 Motorized CMOS
 Serial #: 21787

Prepared by: Alexandra Zarin
alexandra.zarin@ziehm.com

SERVICE CONTRACT QUOTE		
SERVICE PLAN	DESCRIPTION	# OF YEARS
Platinum Elite	On-Site Service Coverage and Technical Phone Support Monday – Friday 8 am to 5 pm, local time; One annual Preventative Maintenance (PM) service visit for the duration of the contract term. Includes all labor and travel expenses during normal working hours (8am - 5pm) Monday – Friday / excluding holidays) to complete one service visit (excludes parts); Service to be performed by a Ziehm Field Service engineer or an Authorized Service Provider; Covers Glassware – Full coverage of the systems Flat-Panel Detector (FD) or Image Intensifier (II), X-Ray tube and monitors; After hours service and inspections available at standard rates.	5

Payment Terms	List Price	Years					Total Price	Annual Disc. Rate
		1	2	3	4	5		
Annual Payment / Post Sale*	\$36,000	\$24,140	\$30,800	\$30,800	\$30,800	\$30,800	\$146,540	16.0%
Pre-Paid	\$30,800							
Overall Savings of								

PAYMENT TERMS & COVERAGE INFORMATION
 Violent XR0633 TO GOVERN TERMS AND CONDITIONS

DATE COVERAGE BEGINS:
 At the end of the initial first year warranty or (specify date): 7/14/20-7/14/25

SPECIAL PAYMENT TERMS (SELECT ONE BY INITIALING YOUR CHOICE):

N/A Purchase Order (PO) Annual Payments
 Credit Card Payment Installments* Pre-Paid

*Billing arrangements other than annual billing will incur a 2.5% administrative fee with each installment. Credit Card processing fee of 2.5%

Notes, Comments or Special Instructions:

- 24hr. U.S. Service Call Center
- Service Coverage Monday – Friday 8 am to 5 pm, local time (excluding holidays)
- Technical Phone Support Monday – Friday 8 am to 5 pm, local time (excluding holidays)

Comments:
 Ziehm Imaging would require a Preventive Maintenance (PM) to make sure it meets manufacture specification. If the c-arm meets manufacture specifications then we can offer the contract. If it doesn't meet manufacture specification, it would need to be recalibrated to manufacture specification before coverage can begin. **Initial Quote had wrong product. Honoring first year with prior pricing and continuing with corrected pricing with discount applied. Warranty expired 5/28/20. QUOTE UPDATED 2/9/24 FOR BUDGETING YEAR 24-25.**

Please Sign, Date and Return to Ziehm Service Department: FAX to (866) 839-7893

Print Name: _____ Signature: _____
 Date: _____ Title: _____

6280 Hazeltine National Dr, Orlando, FL 32822 Phone 866.949.4346 Fax 866.839.7893
 END USER IS RESPONSIBLE FOR CONTACTING A LOCAL PHYSICIST FOR SITE'S COMPLIANCE WITH STATE REGULATIONS.



ATTACHMENT A

Campaign Contribution Disclosure (SB 1439)

DEFINITIONS

Actively supporting the matter: (a) Communicate directly with a member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] for the purpose of influencing the decision on the matter; or (b) testifies or makes an oral statement before the County in a proceeding on the matter for the purpose of influencing the County's decision on the matter; or (c) communicates with County employees, for the purpose of influencing the County's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the Board or County employees for purposes of influencing the County's decision in a matter.

Agent: A third-party individual or firm who, for compensation, is representing a party or a participant in the matter submitted to the Board of Supervisors. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

Otherwise related entity: An otherwise related entity is any for-profit organization/company which does not have a parent-subsidary relationship but meets one of the following criteria:

- (1) One business entity has a controlling ownership interest in the other business entity;
- (2) there is shared management and control between the entities; or
- (3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), "shared management and control" can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

Parent-Subsidiary Relationship: A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

Contractors must respond to the questions on the following page. If a question does not apply respond N/A or Not Applicable.

1. Name of Contractor Ziehm Imaging, Inc.

2. Name of Principal (i.e., CEO/President) of Contractor, if the individual actively supports the matter and has a financial interest in the decision:

Nelson Mendes

3. Name of agent of Contractor:

Company Name	Agent(s)
N/A	

4. Name of any known lobbyist(s) who actively supports or opposes this matter:

Company Name	Contact
N/A	

5. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subcontractor (1) actively supports the matter and (2) has a financial interest in the decision and (3) will be possibly identified in the contract with the County or board governed special district.

Company Name	Subcontractor(s):	Principal and/or Agent(s):
N/A		

6. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?

Yes

No

7. Name of any known individuals/companies who are not listed in Questions 1-5, but who may (1) actively support or oppose the matter submitted to the Board and (2) have a financial interest in the outcome of the decision:

Company Name	Individual(s) Name
N/A	

8. Was a campaign contribution, of more than \$250, made to any member of the San Bernardino County Board of Supervisors or other County elected officer on or after January 1, 2023, by any of the individuals or entities listed in Question Nos. 1-7?

No If no, please skip Question No. 9.

Yes If yes, please continue to complete this form.

9. Name of Board of Supervisor Member or other County elected officer: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Please add an additional sheet(s) to identify additional Board Members/County elected officer to whom anyone listed made campaign contributions.

By signing the Contract, Contractor certifies that the statements made herein are true and correct. Contractor understands that the individuals and entities listed in Question Nos. 1-7 are prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer while award of this Contract is being considered and for 12 months after a final decision by the County.