

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number

21-734

SAP Number

Arrowhead Regional Medical Center

Department Contract Representative	William L. Gilbert
Telephone Number	(909) 580-6150
Contractor	Siemens Healthineers
Contractor Representative	Susan Cooper
Telephone Number	480-249-9266
Contract Term	October 5, 2021 through October 4, 2026
Original Contract Amount	\$31,110 plus applicable taxes
Amendment Amount	
Total Contract Amount	\$31,110 plus applicable taxes
Cost Center	7720

Briefly describe the general nature of the contract: Purchase Agreement with Siemens Healthineers, for the purchase of three Blood Gas Laboratory Analyzers, in an amount not-to-exceed \$31,110 plus applicable taxes, including service maintenance at no additional cost, for the term of October 5, 2021 through October 4, 2026

FOR COUNTY USE ONLY

Approved as to Legal Form

Charles Phan, Deputy County Counsel

Date 9/24/2021

Reviewed for Contract Compliance

Date

Reviewed/Approved by Department

William L. Gilbert, Director

Date

District / Sales Office
SIEMENS HEALTHCARE DIAGNOSTICS INC.

Attn: Nicole Golladay
Phone: (847) 236-7436
Fax: (919) 869-2694
Email: nicole.golladay@siemens-healthineers.com

Equipment Location/Ship To #0000097374
ARROWHEAD REGIONAL MEDICAL CTR
400 N PEPPER AVE
COLTON, CA 92324

Siemens Healthcare Diagnostics Inc. is pleased to submit the following proposal for service and maintenance described herein at the stated prices and terms. Subject to your acceptance of the terms and conditions on the face and general terms and conditions Document hereof.

Item #	Product Name	Serial Number	Performance Plan	Contract Duration	Standard Pricing	Annual Pricing	Partial Year Price	Net Price
1	RAPIDPOINT 500	40077	Plus (8am-5pm, M-F) - No PM	10/05/2021 - 10/04/2026	\$4,019.00	\$2,074.00	\$0	\$10,370.00
2	RAPIDPOINT 500	40080	Plus (8am-5pm, M-F) - No PM	10/05/2021 - 10/04/2026	\$4,019.00	\$2,074.00	\$0	\$10,370.00
3	RAPIDPOINT 500	40078	Plus (8am-5pm, M-F) - No PM	10/05/2021 - 10/04/2026	\$4,019.00	\$2,074.00	\$0	\$10,370.00
Total Contract Price					\$31,110.00			

Terms of payment: Net 30 days from invoice date. Past due payment is subject to 1.5% interest charge per month.

Special Notes:

The terms of the Capital Equipment Supplier Agreement for Blood Gas Analyzers between Novation, LLC/Vizient and Siemens Healthcare Diagnostics, Inc. ("Vizient Agreement") are incorporated herein in full by reference. To the extent of any inconsistencies between the Terms and Conditions set forth in this proposal and the terms in the Vizient Agreement, under which Customer is a Member, the terms of the Vizient Agreement shall control.

"Vizient LB0413 - Capital Equipment Supplier Agreement dated March 1 2014, as amended."

Customer's Acceptance

(By)

(Signature)

Curt Hagman, Chairman, Board of Supervisors

Name and Title

Acceptance Date

OCT 05 2021

Siemens Healthcare Diagnostic Inc.

(By)

(Signature)

Nicole Golladay - DX Inside Sales Representative

Name and Title

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)

Please SELECT one of the following billing frequency options: ☐ Annual ☐ Quarterly ☐ Monthly

Agreement becomes effective upon customer signature and Siemens acceptance. Customer's acceptance acknowledges receipt and agreement to Terms and Conditions set forth on all pages of this proposal.

Please return Signed Performance Plan Quote and PO back to Nicole Golladay by phone number (847) 236-7436 at email nicole.golladay@siemens-healthineers.com or fax number (919) 869-2694.

If no purchase order is attached to this quote, Siemens will send an invoice with the PO field blank. You will not be invoiced until the start date of the term of this quote. If your facility is tax exempt, please include a copy of your exemption certificate with your signed quote and purchase order

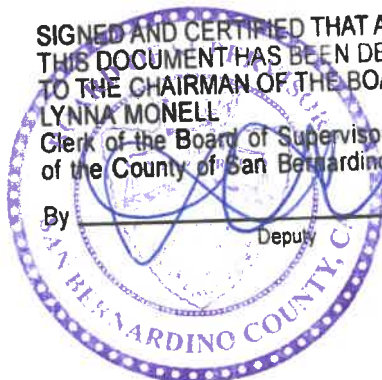
SIGNED AND CERTIFIED THAT A COPY OF
THIS DOCUMENT HAS BEEN DELIVERED
TO THE CHAIRMAN OF THE BOARD
LYNNA MONELL
Clerk of the Board of Supervisors
of the County of San Bernardino
By _____ Deputy


Exhibit A

Item #1:

Equipment	RAPIDPOINT 500		
Equipment Location	ARROWHEAD REGIONAL MEDICAL CTR		
Address	400 N PEPPER AVE COLTON CA 92324		
Serial Number 40077	Payment Frequency: Annual		
Performance Plan Type: Plus (8am-5pm, M-F) - No PM	Contract Start: 10/05/2021	Contract End: 10/04/2026	Annual Price: \$2,074.00
Catalog Number: 10707064	GPO Pricing VIZIENT		

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

Coverage applies during the Contract Period or as indicated:	Contract Period
PCP	8:00 am - 5:00 pm Monday through Friday, excluding holidays
Technical Phone Support	Included
CSE Onsite Response Time Objective	Within next business day (8:00am - 5:00pm, Monday - Friday), once dispatch notification has been created by Customer Care Center.*
Time And Materials	Billable

*Siemens shall use commercially reasonable efforts to meet the specified CSE on-site response time objective, however some on-site response times may be delayed due to travel time or other factors.

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

Item #2:

Equipment	RAPIDPOINT 500		
Equipment Location	ARROWHEAD REGIONAL MEDICAL CTR		
Address	400 N PEPPER AVE COLTON CA 92324		
Serial Number 40080	Payment Frequency: Annual		
Performance Plan Type: Plus (8am-5pm, M-F) - No PM	Contract Start: 10/05/2021	Contract End: 10/04/2026	Annual Price: \$2,074.00
Catalog Number: 10707064	GPO Pricing VIZIENT		

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

Coverage applies during the Contract Period or as indicated:	Contract Period
PCP	8:00 am - 5:00 pm Monday through Friday, excluding holidays
Technical Phone Support	Included
CSE Onsite Response Time Objective	Within next business day (8:00am - 5:00pm, Monday - Friday), once dispatch notification has been created by Customer Care Center.*
Time And Materials	Billable

*Siemens shall use commercially reasonable efforts to meet the specified CSE on-site response time objective, however some on-site response times may be delayed due to travel time or other factors.

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

Item #3:

Equipment	RAPIDPOINT 500		
Equipment Location	ARROWHEAD REGIONAL MEDICAL CTR		
Address	400 N PEPPER AVE COLTON CA 92324		
Serial Number 40078	Payment Frequency: Annual		
Performance Plan Type: Plus (8am-5pm, M-F) - No PM	Contract Start: 10/05/2021	Contract End: 10/04/2026	Annual Price: \$2,074.00
Catalog Number: 10707064	GPO Pricing VIZIENT		

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

Coverage applies during the Contract Period or as indicated:	Contract Period
PCP	8:00 am - 5:00 pm Monday through Friday, excluding holidays
Technical Phone Support	Included
CSE Onsite Response Time Objective	Within next business day (8:00am - 5:00pm, Monday - Friday), once dispatch notification has been created by Customer Care Center.*
Time And Materials	Billable

*Siemens shall use commercially reasonable efforts to meet the specified CSE on-site response time objective, however some on-site response times may be delayed due to travel time or other factors.

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

Glossary

Deliverables	Description
PCP	On site services performed during the defined principal coverage period are covered under the agreement. Services performed outside of principal coverage period (PCP) are considered billable. PCP is not related to technical phone support and time service calls are logged with the Remote Services Center (RSC).
Technical Phone Support	Technical Phone Support provided by Siemens Remote Services Center
CSE Onsite Response Time Objective	Within next business day, once dispatch notification has been created by Customer Care Center. For urgent situations in which an instrument is not operational (i.e. unable to produce results) every effort will be made to dispatch a Siemens Service Engineer to the account site within that day's principal coverage period. If a same day on-site arrival is not possible, CSE response will be by the next business day.
Time And Materials	Work performed outside of the coverage period specified above is billed at Siemens then-current preferred labor rates.

Siemens Healthcare Diagnostic, Inc. General Terms and Conditions

1. Initial Condition of Equipment

This service agreement ("Agreement") is entered into by Siemens Healthcare Diagnostics Inc. ("Siemens") on the premise that equipment covered by this Agreement ("Equipment") is presently operating in accordance with the manufacturer's specifications as of the date of this Agreement.

Where service has not been provided by Siemens under warranty or contract for greater than sixty (60) days preceding the date of this Agreement, Equipment condition is subject to verification by Siemens at Customer's expense.

Any and all repairs performed by Siemens to restore the Equipment performance to manufacturer's specifications or that are outside of the scope of this Agreement will be invoiced at Siemens then-current rates for labor, travel and parts.

Verification is waived by Siemens where Siemens service, or service by a Siemens-authorized service provider, has been provided under warranty or contract within sixty (60) days of the date of this Agreement.

2. Siemens Service

Subject to the terms of this Agreement and with reasonable promptness, Siemens or its authorized service provider will repair those Equipment malfunctions which occur notwithstanding that the Equipment is being operated in accordance with the instruction manual for such Equipment. A service call shall be considered complete when Siemens, or its authorized service provider, demonstrates by an appropriate test procedure that the Equipment is operating in accordance with the manufacturer's specifications for such Equipment. Siemens, or its authorized service provider, shall provide to Customer a copy of the "Field Service Report" detailing the work performed by Siemens' field service representative, or its authorized service provider. Siemens may require that the Equipment be returned to the repair facility for service.

As consideration for the service provided hereunder, Customer shall pay Siemens the specified fees. Customer is also responsible for the payment of any sales and use tax on the service and any replacement parts furnished hereunder.

3. Replacement Parts

Unless otherwise provided elsewhere in this Agreement, all replacement parts are furnished on an exchange basis and the parts removed become the property of Siemens. Siemens will supply at its own expense, necessary parts, except consumables, provided replacement of the parts is required because of normal wear and tear or otherwise deemed necessary by Siemens and further provided that the Siemens-manufactured parts are available from the factory. All Parts will be new, standard parts, or used, reworked or refurbished parts that comply with applicable performance and reliability specifications. Exchange parts removed from the Equipment shall become the property of Siemens unless such exchange parts constitute "hazardous wastes", "hazardous substances", "special wastes" or other similar materials, as such terms are defined by any federal, state or local laws, rules or regulations, in which case, at the option of Siemens, the exchange parts shall remain the property of the Customer and shall be disposed of by the Customer in strict compliance with all applicable laws, rules and regulations.

4. Exclusions

Service does not include any work and related travel, labor and parts required to repair Equipment malfunctions resulting from Customer's failure to provide suitable operating conditions or to adequately furnish all facilities required by the manufacturer's installation manual.

In addition, service required to correct malfunctions resulting from the following is excluded from this Agreement:

- (a) Failure on the part of Customer to maintain the Equipment in accordance with the routine maintenance requirements set forth in any manuals for such Equipment;
- (b) Damage caused by Customer error, misuse, abuse, or operation outside of conditions prescribed in the Equipment instruction manual or damage caused by use for a purpose other than for which it was designed;
- (c) Improper use or storage or other external cause, including service or modifications not performed by Siemens or its authorized service provider;
- (d) Damage incurred during the transportation of the Equipment not supervised by Siemens or its authorized representative;
- (e) Damage caused by repair, service, or alteration made or attempted by any parties other than Siemens or Siemens' authorized service provider without Siemens' prior written consent;
- (f) Acts of God including flood, earthquake, tornado, hurricanes and other natural or man-made disasters;
- (g) Acts of war, vandalism, sabotage, arson and civil commotion;

(h) Electrical surges and sprinkler damage, or;

(i) Use of supplies, disposables, consumables or reagents not recommended in writing by the Equipment manufacturer, or accessories which the Equipment manufacturer has not specifically designated in writing as compatible with the Equipment.

(j) Customer owned instrument de-installation, decontamination, re-installation.

Siemens service also excludes the following:

(a) Furnishing of batteries, fuses, lamps, hoses, tubing, filters, disconnected fittings, electrodes, computer software, test patterns, calibration standards, report forms, printer paper, pen styli, ink pens, hollow cathode or any other parts listed in the operator's manual or instruction manual for the Equipment as replacement parts, sub-assemblies or accessories.

(b) Service which is unreasonable for Siemens or its authorized service provider to render because of unauthorized alterations or attachments to the Equipment.

(c) System peripherals such as uninterruptable power sources. (Applies to Centaur, Immulite, and Atellica Products.)

Service calls made by Siemens, or its authorized service provider, and any related travel, labor and parts required to correct Equipment malfunctions resulting from causes set forth above shall be invoiced by Siemens to Customer at Siemens' then-current rates.

5. Planned Maintenance (PM)

Planned maintenance will be carried out according to the manufacturer's recommended schedule. Planned maintenance generally includes checking mechanical and electrical safety, lubrication, functional testing and adjusting for optimum performance as specified in the detailed planned maintenance work plan. PM performed during normal business hours (M-F, 8AM to 5PM), and excluding holidays.

6. Warranty

Siemens warrants that Equipment service rendered by Siemens, or its authorized service provider, to the Customer hereunder shall be performed in a workmanlike manner, consistent with industry standards. If the service performed does not result in the Equipment performing in accordance with the manufacturer's specifications, Siemens shall repeat such service until the Equipment performs in accordance with the manufacturer's specifications. The foregoing express warranty and remedy are exclusive and there are no other warranties expressed or implied.

THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY SIEMENS.

7. Equipment Retrofit

Siemens, or its authorized service provider, may make changes in the design or construction of Siemens equipment without incurring any obligation hereunder to make such changes to the Equipment covered by this Agreement. Customer shall, however, allow Siemens, or its authorized service provider, at Siemens' expense, to retrofit components or make design changes which improve Equipment reliability but do not adversely affect Equipment performance.

8. Key Operator

Customer shall designate a key operator who shall be made available to Siemens, or its authorized service provider, to describe Equipment malfunctions to Siemens representatives by telephone and who shall be qualified to perform simple adjustments and corrections as requested by Siemens representative. Failure to designate a key operator or to perform Customer maintenance as specified in the Equipment instruction manual may result, at Siemens option, in (i) cancellation of this Agreement, (ii) a service call invoiced by Siemens at its then-current standard rates for service, travel, labor and parts.

9. OSHA

Customer shall provide Siemens' field service representative, or its authorized service provider, with facilities at Customer's location which shall be adequate for Siemens or its authorized service provider to perform the services contemplated by this Agreement and comply with the regulations of the Secretary of Labor promulgated under the Occupational Safety and Health Act of 1970 as amended.

10. Access to Books and Records

The obligation under this Section 10 is undertaken pursuant to and to the extent required by Section 952 of the Omnibus Reconciliation Act of 1980 ("Act") which is applicable to parties furnishing services with a value or cost of \$10,000 or more over a twelve-month period. Upon written request any time during a four-year period after furnishing the services, Siemens shall make available to the Secretary of The Department of Health and Human Services, the U.S. Comptroller General, and their authorized representatives, this Agreement and all books, documents, and records necessary to verify the nature and extent of the cost of such services. If Siemens provides any service through a subcontract with a related organization, such subcontract shall contain a provision similar to this Section 10 required by the Act.

11. Payment Terms

Payment is due thirty (30) days from invoice date. Notwithstanding anything to the contrary contained herein, this Agreement may be terminated immediately upon written notice by Siemens to Customer for nonpayment. Any service calls made after the date of such termination shall be invoiced at Siemens' then-current standard rates for service, travel, labor and parts.

After the first year of the term of the Equipment coverage period set forth in the Agreement, Siemens may increase the Annual Agreement Price no more than once every twelve (12) months based upon the percentage increase in the Consumer Price Index for All Urban Consumers, U.S. City Average, All Items ("CPI"), as published by the United States Department of Labor, Bureau of Labor Statistics. The percentage increase in the CPI shall be measured over the period since the commencement of the Agreement (in the case of the first price increase) or since the effective date of the last price increase (in the case of any subsequent price increases). Siemens shall provide the Customer with no less than thirty (30) days written notice of any price increase.

12. Default and Termination

This Agreement may be terminated by either party on account of the default of any material obligation of this Agreement which default continues for fifteen (15) days after written notice has been given to the party in default. No course of dealing and no delay on the part of either party in asserting any right hereunder shall operate as a waiver of such right or otherwise prejudice the rights of either party hereunder.

13. Limitation of Liability and Indemnification

(a) Limitation of Liability. In no event shall Siemens' liability hereunder exceed the actual loss or damage sustained by Customer, up to the purchase price paid to Siemens for the service giving rise to such loss or damage, however, liability for intentional misbehavior and personal injury will not be limited. SIEMENS SHALL NOT BE LIABLE TO CUSTOMER FOR ANY LOSS OF USE, REVENUE OR ANTICIPATED PROFITS, COST OF SUBSTITUTE SERVICE (UNLESS OTHERWISE AGREED TO BY SIEMENS), OR LOSS OF STORED, TRANSMITTED OR RECORDED DATA. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, UNFORESEEN, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. The limitations of Siemens' liability contained herein shall apply to Siemens and Siemens' employees, agents and subcontractors performing under this Agreement, regardless of whether such liability is based on breach of contract, tort, strict liability, breach of warranties, failure of essential purpose or otherwise, and even if Siemens or its employees, agents or subcontractors are advised of the likelihood of such damages.

The limitations of Customer's liability set forth herein do not affect Customer's liability for Claims (as defined herein) arising out of the negligent or wrongful acts or omissions of Customer, its employees or agents in connection with this Agreement, to the extent set out in this Agreement. The limitations of Siemens' liability set forth herein do not affect Siemens' liability for Claims for personal injury arising as a result of Siemens' negligence or product defect, to the extent set out in this Agreement.

THE FOREGOING IS A SEPARATE, ESSENTIAL TERM OF THIS AGREEMENT AND SHALL BE EFFECTIVE UPON THE FAILURE OF ANY REMEDY, EXCLUSIVE OR NOT.

(b) General Indemnification. Each party agrees to indemnify and hold the other party and its employees, directors, officers and agents (collectively, the "Indemnitees") harmless from and against any and all third party claims and associated liabilities, obligations, damages, judgments, penalties, causes of action, costs and expenses (including, without limitation, reasonable attorney's fees) imposed upon or incurred by or asserted against any of the Indemnitees ("Claims") for bodily injuries (including death) or damages to or loss of real or tangible personal property, to the extent that any such Claim arises out of the negligent or wrongful acts or omissions of the indemnifying party, its employees or agents in connection with this Agreement, provided that the Indemnitee provides the indemnifying party with prompt notice of the Claim, reasonable cooperation in the defense and/or settlement of the Claim and is given all right and power to defend and/or settle such Claim.

The obligations of indemnity shall survive the expiration or termination of the Agreement.

14. Force Majeure

Neither party shall be responsible for delay or nonperformance caused by circumstances beyond such party's reasonable control.

15. Termination

This Agreement may be terminated by either party upon thirty (30) days prior written notice to the other party. In the event of such termination, Siemens will prorate any unused portion of the Agreement to the nearest month.

16. Additional Terms and Conditions for Smart Remote Services

SRS is a software tool that provides remote access support capabilities to troubleshoot and resolve system issues in the event of a service call. SRS is installed on the analyzer computer or server, and works within a domain environment, workgroup, or on a standalone system. SRS is mandatory and requires an Internet connection for proper functioning of the remote support capabilities.

(a) System Monitoring. Siemens provides services for remote monitoring of certain Siemens Equipment used by Customer ("Applicable Equipment"). In connection with such services, Siemens uses certain Smart Remote Services software to monitor the performance of Applicable Equipment called "Smart Remote Services" (the "Software") to permit Siemens monitoring of the performance of the Applicable Equipment

anonymously. In connection with using the Software and continuing to provide these services, Siemens will gain access to certain information from the Applicable Equipment. This information ("Information") is expected generally to consist of data measuring the performance of the specific processes performed by the Applicable Equipment, but may include data that is considered Protected Health Information as that term is defined in 45 CFR § 160.103 and used in the Health Insurance Portability and Accountability Act ("HIPAA"). Customer hereby grants to Siemens, for no additional consideration, a worldwide license to Siemens to use Information from the Applicable Equipment for its purposes, including, without limitation, Customer support, product support and product development. ANY SUCH USE BY SIEMENS OF ANY SUCH INFORMATION OF CUSTOMER WILL SPECIFICALLY EXCLUDE (I) DISCLOSURE OF ANY SPECIFIC IDENTIFICATION OF INFORMATION OR RESULTS OF QC DATA COLLECTED AS ORIGINATING FROM A CUSTOMER SYSTEM AND (II) ANY USE OF INFORMATION BY SIEMENS IN VIOLATION OF APPLICABLE HIPAA PROVISIONS REGARDING PROTECTED HEALTH INFORMATION.

(b) **Applicable Equipment Upkeep and Maintenance.** The services provided by Siemens permit improvements in anticipating maintenance and other issues that may arise in connection with Applicable Equipment and, consequently, can improve scheduling of appropriate service. THE SERVICES THAT THE SOFTWARE PERMITS SIEMENS TO PROVIDE ARE NOT A SUBSTITUTE FOR, OR SERVE TO DIMINISH IN ANY WAY, CUSTOMER'S DUTY TO EXERCISE APPROPRIATE DILIGENCE AND CARE IN OPERATING AND MAINTAINING THE APPLICABLE EQUIPMENT(S). CUSTOMER ACKNOWLEDGES THAT CUSTOMER IS RESPONSIBLE TO PERFORM ALL ROUTINE AND PERIODIC MAINTENANCE CHECKS AND PROCEDURES ON THE APPLICABLE EQUIPMENT(S) AND THAT CUSTOMER RETAINS THE DUTY TO FOLLOW ALL APPROPRIATE PROCEDURES AND SAFEGUARDS TO THE SAME EXTENT AS THOUGH THE SOFTWARE WERE NOT INSTALLED AND SIEMENS WERE NOT PROVIDING THE SERVICES

(c) **Remote Diagnostics.** Customers shall provide Siemens with both on-site and remote access to the Equipment. The remote access shall be provided through the Customer network as is reasonably necessary for Siemens to provide services under this Agreement. Remote access will be established through a high speed internet based connection to Siemens Data Center utilizing Applicable Equipment requirements. Customer hereby acknowledges Siemens may require remote access in order to provide services under this Agreement. In the event that Customer fails to provide or maintain the remote access connection, then Siemens shall have the option to terminate this Agreement.

17. Independent Contractor

Nothing in this Agreement shall confer upon any person other than the Parties and their respective successors and assigns any rights, remedies, obligations, or liabilities whatsoever. The Parties agree that they are independent contractors and not agents of each other.

18. Software Updates

Siemens may require Customer to update Siemens proprietary software in order to perform services under this Agreement. Siemens reserves the right to provide Customer an end of life announcement with respect to its' software. In the event the Customer does not update or replace the software in accordance with Siemens direction, Siemens may, at its option, (i) cancel this Agreement or (ii) remove any affected Software from coverage under this Agreement, with a corresponding adjustment of the annual agreement price. Siemens will use commercially reasonable efforts to provide service or parts on a time and materials basis only, at Siemens' rates and terms then in effect, for any Software subject to an end of life announcement. Nothing in this Agreement shall in any way grant to Customer any right to or license in any diagnostic service software utilized by Siemens in servicing the Equipment.

19. End Of Support

Notwithstanding anything to the contrary contained herein, in the event that Siemens makes a general announcement that it will no longer offer service agreements for an item of Equipment or components thereof, or provide a particular service agreement option or feature, whether due to the unavailability of spare parts or otherwise (an "EOS Announcement"), then upon no less than twelve (12) months prior written notice to the Customer, Siemens may remove any affected Equipment, components, options or features from coverage under this Agreement, with a corresponding adjustment of the Annual Agreement Price. In addition, at the end of this twelve (12) month period, the Customer may either remove the affected Equipment, components, options or features from coverage under this Agreement or request that Siemens provide service or parts on a time and materials basis only, at Siemens' rates and terms then in effect, for any Equipment, components, options or features subject to an EOS Announcement.

20. Excluded Provider

Siemens Healthcare Diagnostics Inc. ("Siemens") certifies that Siemens, its employees, agents or representatives providing services hereunder are not suspended or excluded from participation in any federal health care programs, as defined under 42 U.S.C. § 1320a-7b(f), or any form of state Medicaid program (collectively, "Government Payor Programs"). Siemens hereby represents and warrants that Siemens is not and at no time has been excluded from participation in any federally funded health care program, including Medicare and Medicaid. Siemens hereby agrees to promptly notify Customer of any exclusion from any federally funded health care program, including Medicare and Medicaid. In the event that Siemens is excluded from participation in any federally funded health care program during the term of this Agreement, or if at any time after the effective date of this Agreement it is determined that Siemens is in breach of this provision, then Customer may terminate this Agreement upon written notice to Siemens.

21. Corporate Compliance

Each of the Parties acknowledges that it has adopted its own corporate compliance program and code of conduct with which it expects its officers, directors, employees and agents to comply, and that it is responsible for monitoring and enforcing observance of its own compliance program and taking prompt action to resolve any non-compliance. A copy of each Party's compliance program and code of conduct is available upon request.

22. Miscellaneous

This Agreement sets forth the entire agreement and understanding between Siemens and Customer regarding service of the Equipment. Customer may not assign this Agreement, or any right or obligation arising out of this Agreement, without the express written consent of Siemens, which shall not be unreasonably withheld. This Agreement shall not be modified except by a writing making reference hereto, expressing the plan or intention to modify same, and executed by duly authorized representatives of both parties. Any term or condition contained in a Customer purchase order relating to service supplied hereunder shall be null and void. This Agreement shall be governed and construed in accordance with the laws of the State of California without reference to conflicts of law provisions. Each party will send any required notices to the other party by registered or certified mail or by recognized overnight courier service. All notices will be sent to the applicable party at the address set forth herein. A party may designate an alternate address for notices by giving written notice thereof in accordance with the provisions of this Section.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (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 Agreement upon request. This Agreement shall not become valid, effective, or binding on any Party until duly executed by both Parties.