

AMENDMENT # 1
TO COUNTY OF VENTURA CONTRACT #7866
WITH
DMS IMAGING, INC.

The County of Ventura (County) and DMS Imaging, Inc. (Contractor) hereby agree that the agreement identified as Ventura County Contract No. 7866 (Contract) previously entered into by the parties is amended, effective April 18, 2019, as follows:

1. The term of the Contract is extended through June 30, 2020.
2. Exhibit A to the Contract is replaced in its entirety with Exhibit A hereto, effective July 1, 2019.
3. Exhibit B to the Contract is replaced in its entirety with Exhibit B-1 hereto, effective July 1, 2019, and Exhibit B-2 hereto, effective February 1, 2020.
4. The Contract not to exceed amount for FY 2018-19 shall be \$426,000 and for FY 2019-20 shall be \$440,000.

All other terms and conditions of the Contract, as amended, remain the same.

COUNTY OF VENTURA

DMS IMAGING, INC.

Signature

Authorized signature

Printed name

Printed name

Title

Title

Date

Date

Authorized signature

Printed name

Title

Date

* If a corporation, this Contract must be signed by two specific corporate officers.

The first signature must be either the (1) Chief Executive Officer, (2) Chairman of the Board, (3) President, or any (4) Vice President. The second signature must be the (a) Secretary, an (b) Assistant Secretary, the (c) Chief Financial Officer, or any (d) Assistant Treasurer.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

Exhibit A

as of July 1, 2019

Contractor will provide one (1) GE 1.5 Tesla MRI mobile unit to the County at Ventura County Medical Center (VCMC) located at 300 Hillmont Avenue, Ventura, California 93003 or Santa Paula Hospital (SPH) located at 825 N. Tenth Street, Santa Paula, CA 93061, as agreed between the parties, and will maintain the MRI mobile unit in good working order in accordance with manufacturers' specifications at no additional cost to the County and provide the County with copies of all preventative maintenance and repair reports at the time of maintenance and or repair, in a log book on the mobile unit. Preventative maintenance to be provided by Contractor during non-patient hours, according to manufacturer's specifications.

Contractor to provide equipment specific vendor service engineer with access to restricted software to perform preventative maintenance, repairs and updates.

Contractor to provide continuity of 1.5 Tesla availability during periods of preventive maintenance, equipment failure or replacement (e.g., more than one unit in the area to provide continuous service).

Contractor to provide semi-annual preventative maintenance of the power injector on the unit. A copy of the documentation detailing items serviced, repaired/replaced shall be kept on the mobile unit.

Contractor to schedule and provide an annual physicist inspection of the MRI mobile unit. A copy of the annual physicist report shall be kept on the mobile unit.

Contractor to provide a service vendor with documented MRI safety training to clean the technologist work area (Zone 3) and the magnet room (Zone 4) on the mobile unit once per month.

Contractor will provide a cleaning service to clean the equipment on a monthly basis, after business hours or on weekends as coordinated with the County.

Contractor to provide proper Zone signage both inside and on the outside of the MRI mobile unit.

Contractor to provide signage to warn employees, patients and the public with the risks associated with the magnetic field, as well as protect the system from adverse effects due to interaction with the unit's magnetic field.

The MRI mobile unit shall contain a magnet safety unit including an oxygen level alarm and emergency magnet shut-off switch.

Contractor to provide MRI mobile unit equipped with an awning for inclement weather, and a large patient lift with safety railing and a patient dressing/prep area.

Contractor to provide a mobile MRI that includes at least two (2) data ports (RJ45) within the control area, in addition to the existing port provided for the exportation of DICOM images from the MRI modality workstation itself. These two (2) additional ports are to be utilized by County

for TelCom and any additional PACS/RIS workstations needed. TelCom and workstation hardware will be provided by County.

Contractor to provide a MRI mobile unit with DICOM compatible and DICOM Print, DICOM Store, and DICOM Worklist in order to be fully compatible with the VCMC/SPH PACs system.

Technical upgrades shall be accomplished to ensure that the medical diagnostic capabilities meet the existing standard of care for MRI mobile units. The unit has the latest available operating platform of R23. There are no other upgrades available by GE for this unit. Any software upgrades may be provided by Contractor at an additional cost to County.

Contractor to ensure that the mobile unit magnet is shielded to .5G or less outside a twelve (12) foot radius and a strength of Tesla 1.5 or higher.

Contractor to ensure that the processing computer of the system shall have the most current software (at least an eight (8) channel system to include eight (8) channel coils) upgrade and is able to provide simultaneous independent clinical functions such as data acquisition, reconstruction, display, review, and archiving. The unit has the latest available operating platform of R23. There are no other upgrades available by GE for this unit. Any software upgrades may be provided by Contractor at an additional cost to County.

Contractor to upgrade MRI equipment to an eight (8) channel extremity coil, and upgrade other coils to eight (8) channel or sixteen (16) channel as commercially available.

Contractor to provide software and application updates as they become available. DMS will provide any updates as provided by the OEM (GE) when available. Software and/or application updates not provided by the OEM may be provided by Contractor at an additional cost to County.

Contractor will be responsible for all taxes associated with the rented equipment.

Exhibit B-1

As of July 1, 2019

DESCRIPTION	DAYS SERVICED	COST
One (1) GE 1.5 Tesla MRI mobile unit shall be available for rental, at least three (3) days per week, eight (8) hours per day, at County's location.	As agreed between the parties.	\$2,000 per day*
Cleaning of the mobile unit one time per month	As agreed between the parties	\$350 per month*

***Pricing shall remain firm through January 31, 2020.**

Payment terms: Net 30 days upon receipt of a valid invoice.

Contract not to exceed amount is \$440,000 for any fiscal year.

Exhibit B-2

As of February 1, 2020

DESCRIPTION	COST
One (1) GE 1.5 Tesla MRI mobile unit parked at County's location.	\$32,800 per month*
Cleaning of the mobile unit one time per month	\$350 per month*

***Pricing shall remain firm through June 30, 2020.**

Payment terms: Net 30 days upon receipt of a valid invoice.

Contract not to exceed amount is \$440,000 for any fiscal year.