

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

622



FROM: Riverside County Regional Medical Center (RCRMC)

SUBMITTAL DATE:
February 28, 2014

SUBJECT: Approval of the purchase of Medtronic Fusion ENT Navigation System via the competitive bidding process, with only one responsive/responsible bid received. District 5; [\$183,176]; RCRMC Enterprise Fund

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the purchase of the Fusion ENT Navigation System with Medtronic Navigation for \$121,176, which includes a credit of \$14,000 for the trade in of existing equipment, and;
2. Authorize the Purchasing Agent in accordance to Ordinance No. 459.4 to exercise the four year Service Agreement Option at a cost of \$15,500 per year, based upon availability of funds, effective one year after the purchase date/warranty period.

BACKGROUND:

Summary

RCRMC's Peri Operative Services Department has requested the purchase of a new ENT Navigation unit as the current image guided system is no longer serviceable and is out of warranty. RCRMC currently utilizes the Medtronic Element Navigation System and desires to upgrade to the equivalent or better Medtronic Fusion ENT Navigation System. The availability of the system is essential to patient care.

Lowell Johnson

Lowell Johnson
Interim CEO

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 121,176	\$ 15,500	\$ 183,176	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$	\$	\$	\$	

SOURCE OF FUNDS: Hospital Enterprise Funds

Budget Adjustment:

For Fiscal Year: 13/14

C.E.O. RECOMMENDATION:

APPROVE

BY *Debra Cournoyer*
Debra Cournoyer

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

Purchasing: *Mark Seiler*
Mark Seiler, Assistant Director

☐ A-30 ☐ Positions Added ☐ Change Order ☐ 4/5 Vote

Prev. Agn. Ref.:

District: 5/5

Agenda Number:

3-32

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Approval of the purchase of Medtronic Fusion ENT Navigation System via the
competitive bidding process, with only one responsive/responsible bid received. District 5;
[\$183,176]; RCRMC Enterprise Fund

DATE: February 28, 2014

PAGE: 2 of 2

BACKGROUND:

Summary (continued)

The Fusion ENT Navigation System is the only intraoperative navigation system available with electromagnetic-enabled tracking technology. The Fusion ENT Navigation is the only Electromagnetic (EM) ENT surgical navigation system approved for sale and distribution in the United States at this time.

Impact on Citizens and Businesses

RCRMC serves the citizens of Riverside County.

Contract History and Price Reasonableness

Purchasing issued a formal Request for Quotation on behalf of RCRMC's Peri Operative Services for the upgrade/trade of Medtronic Element to Fusion ENT Navigation System with Instrument Set. RFQ# MRARC - 222 was posted on the County Purchasing Website and PublicPurchase.com. Additionally, invitations to bid were sent to several vendors via email. Medtronic submitted the sole responsive bid. Subsequent inquiries verified that Medtronic, Inc. is the exclusive equipment manufacturer, distributor, and servicer of Fusion ENT Navigation Systems, including all hardware components, licensed software applications and surgical instruments. Pricing was vigorously negotiated by Purchasing. Medtronic has verified that pricing is at or below any comparable pricing offered to similar Medical Centers. The final negotiated price and trade-in value are believed to be fair and reasonable.

Approval of the purchase of Medtronic Fusion ENT Navigation System

Date: February 28, 2014

From: Mr. Lowell Johnson, Interim CEO Department/Agency: RCRMC

To: Board of Supervisors/Purchasing Agent

Via: Purchasing Agent

Subject: Sole Source Procurement; Request for ENT Navigation System

The below information is provided in support of my Department requesting approval for a sole source. Outside of a duly declared emergency, the time to develop a statement of work or specifications is not in itself justification for sole source.

1. Supply/Service being requested: ENT Navigation System and four year option for extended warranty.
2. Supplier being requested: Medtronic Navigation
3. Alternative suppliers that can or might be able to provide supply/service: The Medtronic Fusion ENT Navigation System is the only Electromagnetic (EM) ENT surgical navigation system approved for sale and distribution in the United States at this time.
4. Extent of market search conducted: Internet, County Website and PublicPurchase.com posting.
5. Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide: The Fusion ENT Navigation System is the only intraoperative navigation system available with electromagnetic- enabled tracking technology.
6. Reasons why my department requires these unique features and what benefit will accrue to the county: Standard of Care.
7. Price Reasonableness including purchase price and any ongoing maintenance or ancillary costs from the supplier: Purchasing vigorously negotiated. Medtronic has verified that pricing is at or below any comparable pricing offered to similar medical centers.
8. Does moving forward on this product or service further obligate the county to future similar contractual arrangements or any ongoing costs affiliated with this sole source? (Maintenance, support, or upgrades, if so, please explain). The exercise of the four year service agreement will require annual payments of \$15,500 beginning at the end of the one year warranty period.
9. Period of Performance: Capital Equipment Purchase. Four year optional service agreement.


Department Head Signature

11 March 2014
Date

Purchasing Department Comments:

Approve

Approve with Condition/s

Disapprove

Not to exceed: \$121,176

✓ One time

\$15,500
Annual Amount through 6-30-2019


Purchasing Agent

3/3-14
Date

14-379
Approval Number
(Reference on Purchasing Documents)



Medtronic Navigation
826 Coal Creek Circle
Louisville, CO 80027 USA
www.medtronic.com
toll free 1-888-580-8860

PREPARED FOR:

Riverside County Regional Medical Center, Moreno Valley, CA

Quotation Number: 14217-0001109206-1-6

October 15, 2013

All Prices in \$USD

Item Number	Item Description	Qty	List Price	Ext. Net Price
<u>System</u> 9733560TD2	FUSION™ ENT NAVIGATION EVOL/ELEMENT TRADE-IN W/INSTR. SET <u>Includes Fusion™ ENT Navigation System</u> <ul style="list-style-type: none">• High Performance Workstation<ul style="list-style-type: none">o 8 GB RAMo 1 TB Hard Driveo Intel 3.0 GHz Quad Core Processoro Nvidia GTS 250 Graphics Card• AxiEM Electromagnetic Tracking Technology• 19" High Resolution Screen Display• Video In/Out Capabilities• High Speed DVD-RW Drive for Data Import and Export• Built-In Modem and LAN Capability provide for Diagnostics and Downloading <u>Includes ENT System Software</u> <ul style="list-style-type: none">• Tracer™ Registration• Surgeon specific presets• User Defined Screen Views• Linear Measurement Tool• Variable Magnification• Screen Export as PC Compatible JPEG File on CD and USB• Upgradeable for latest Innovations• Scan import via CD, DICOM or USB <u>Includes 9733908XOM Fusion™ ENT Instrument Set</u> <ul style="list-style-type: none">• ENT Registration Probe• Straight Probe• Straight Suction• Ostium Seeker• Head Tracker Kit• 70 Degree Curved Suction• 90 Degree Curved Suction• Sterilization Tray• Patient Trackers (10 each)• Instrument Trackers (10 each) <u>Includes Miscellaneous</u> <ul style="list-style-type: none">• ENT System Manuals (2 each)• Quick Reference Guides (2 each)• Sterilization Protocol Reference Sheet	1	\$135,200.00	\$126,200.00

Item Number	Item Description	Qty	List Price	Ext. Net Price
	• ENT IGS Scanning Protocol Reference Sheet			

Line Item Sub Total	\$126,200.00
Element to Fusion Upgrade Discount	(\$14,000.00)
Discounted Subtotal	\$112,200.00
Grand Total	\$112,200.00



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EXECUTIVE SUMMARY

PREPARED FOR:
Riverside County Regional Medical Center, Moreno Valley, CA

Quotation Number: 14217-0001109206-1-6

October 15, 2013

All Prices in \$USD

Item Number	Item Description	Qty	List Price	Ext. Net Price
9733560TD2	FUSION™ ENT NAVIGATION EVOL/ELEMENT TRADE-IN W/INSTR. SET	1	\$135,200.00	\$126,200.00
Line Item Sub Total				\$126,200.00
Element to Fusion Upgrade Discount				(\$14,000.00)
Discounted Subtotal				\$112,200.00
Grand Total				\$112,200.00

Sales Tax @ 8% \$8,976.00
\$121,176.00



Medtronic Navigation
826 Coal Creek Circle
Louisville, CO 80027 USA
www.medtronic.com
toll free 1-888-580-8860

SALES AND SUPPORT PROPOSAL

Purchase Orders and Signed Proposals can be faxed to:

This is a Sales & Support Proposal ('Proposal') by and between Medtronic USA, Inc. for its ENT Products and Medtronic Navigation, Inc. (collectively, 'MEDTRONIC ST') located at 826 Coal Creek Circle, Louisville, Colorado 80027 and Riverside County Regional Medical Center ('CUSTOMER'), located in Moreno Valley, CA. The date of the proposal is the date on the first page of this Proposal ('Proposal Date').

Thank you for requesting this Proposal for the Fusion™ ENT Navigation System ('Product'). MEDTRONIC ST looks forward to partnering with you and the staff at Riverside County Regional Medical Center to provide for your treatment guidance needs.

The pricing contained in this proposal is valid until 01/13/2014.

I. OFFER AND ACCEPTANCE

This Proposal is an offer by MEDTRONIC ST to sell the Product described above to the Buyer on the terms of this Proposal and the Medtronic Master Terms and Conditions which are incorporated into this Proposal by reference in their entirety. Buyer accepts this Proposal and places an order for the Product described herein by signing the Proposal at the signature block by an individual authorized to bind the Buyer and returning the Proposal with an appropriate Purchase Order to MEDTRONIC ST. Upon receipt by MEDTRONIC ST of the appropriately signed Proposal and Purchase Order, an authorized representative of MEDTRONIC ST will sign the Proposal on behalf of MEDTRONIC ST whereupon the Proposal will become a binding Agreement between the parties ('Agreement').

II. PAYMENT TERMS

- Payment to MEDTRONIC ST by Buyer on invoices from MEDTRONIC ST under this agreement shall be due within 30 days of the date of the invoice unless otherwise noted in the Additional Terms section.
- FOB Destination. Freight charges are prepaid by MEDTRONIC ST and added to the Customer Invoice.

III. INSTALLATION AND IN-SERVICE

The price of the Product includes: installation, complete on-site Product testing and run through. All site modifications and preparations are the Buyer's responsibility and are to be completed to the specifications given by MEDTRONIC ST, prior to the date of the installation. MEDTRONIC ST is committed to providing Buyer with ongoing technical service and software support on the Product for the Term of this Agreement. Details of MEDTRONIC ST's Customer Support Program are set out in the accompanying Terms and Conditions. However, highlights of this Program are: Software support and maintenance via modem, 24-hour telephone technical assistance, and Software enhancement upgrades to currently owned software packages. The cost of parts associated with the repair of equipment that is out of the stated warranty period will be billed to the Buyer.

IV. TRAINING

MEDTRONIC ST is committed to providing the necessary training for the staff on the Fusion™ ENT

Navigation System. All surgeons who will be utilizing the system must be trained by an authorized MEDTRONIC ST representative. This is in accordance with the clearance to market the system by the Food and Drug Administration. The price includes one training event as follows:

On-site training by qualified training personnel to include:

- Training for surgeons who will be actively utilizing the technology
- Training for support specialists
- In-Service of CT and MR technicians
- General overview presentation of the system
- Attendance at first surgical use of the system

Medtronic ST reserves the right to charge its standard fee for any additional training requested by Customer, that falls outside of the installation training event.

V. LIMITED WARRANTY

- The Product shall be subject to the MEDTRONIC ST Standard Limited Warranty, applicable to this Product as contained in the Terms and Conditions, for the Term of the Agreement. MEDTRONIC ST SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

VI. SOFTWARE LICENSE

MEDTRONIC ST hereby grants to Customer, and Customer hereby accepts, a non-transferable, non-exclusive license ("License") to use Licensed Materials in perpetuity if and for so long as CUSTOMER agrees to and abides by the terms and conditions of this Agreement. CUSTOMER may not copy, modify or transfer the Licensed Materials, in whole or in part, except as provided by MEDTRONIC ST. CUSTOMER may only use the Licensed Materials in connection with the operation of the Products.

VII. TERM OF AGREEMENT

This agreement shall become effective on the date of the last signature in the signature block below ('Execution Date') and shall have a term of one (1) calendar year from the Acceptance Date of the Product ('Term').

VIII. CONFIDENTIALITY

All portions of this Proposal are to be considered confidential and are not to be shared with anyone other than an employee or authorized agent of MEDTRONIC ST, or personnel of HOSPITAL or their representative, unless approved by MEDTRONIC ST.

IX. DELIVERY AND TRANSFER OF OWNERSHIP

- Transfer of ownership from MEDTRONIC ST to CUSTOMER of the Product shall take place immediately upon delivery. The warranty period will commence seven (7) business days following the delivery date, unless otherwise specified in the additional terms section. Installation and training will be scheduled at a mutually agreed upon date.

X. ADDITIONAL TERMS

- All prices are quoted in US Dollars.
- The pricing terms and conditions included in this quotation are contingent on CUSTOMER returning their existing Element ENT System to MEDTRONIC ST upon receipt of the new Fusion ENT System.
- Shipping, handling and installation included in quoted price and will not be added to Customer's invoice. Valued at \$1,200.00.

XI. COMPLETE AGREEMENT

When executed as prescribed herein, this Sales and Support Proposal constitutes a legally binding agreement between the parties. It is the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous proposals, negotiations, representations or commitments between the parties, both written and oral. The terms of this Sales and Support Proposal may be amended only by a writing signed by both parties hereto and shall prevail in the event that there is a conflict or variance with the terms and conditions of any purchase order form or other document submitted by CUSTOMER or with any invoice or other document submitted by MEDTRONIC ST.

ACCEPTANCE

This agreement sets forth the entire understanding between the parties and supersedes any prior or oral agreements with respect to the matters covered by this agreement. An authorized representative of Riverside County Regional Medical Center and MEDTRONIC ST have signed and executed the agreement below.

Riverside County Regional Medical Center

**Medtronic USA, Inc. and
Medtronic Navigation, Inc.**

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Purchase Orders and Signed SSA Proposals can be faxed to: 720-890-3701

SERVICE AND SUPPORT PROPOSAL
PREPARED FOR:
Riverside County Reg Med Ctr CA

Date: 10/16/2013

Quote #: SSA-04185-0001109206-1-0

This Service and Support Proposal ("SSA Proposal"), dated 10/16/2013 is by and between Medtronic USA, Inc. for its ENT Products, and Medtronic Navigation, Inc. (collectively, 'Medtronic ST') with a business address of 826 Coal Creek Circle, Louisville, Colorado 80027 and Riverside County Reg Med Ctr, located at 26520 Cactus Ave Moreno Valley CA, 92555-3911, UNITED STATES.

The pricing contained in this proposal is valid until 12/15/2013

The following proposal for service has been prepared in conjunction with current system(s) quote 14217-0001109206-1-6 for

- One (1) Fusion ENT Navigation System with software and product integration.

Please indicate the option below ("Term"):

☐ **Option 1: Four year Service Agreement effective one year after warranty begins.**

System Type	Current Expire Date	Part Number	List Price	<u>Year 1 Price</u>	<u>Year 2 Price</u>	<u>Year 3 Price</u>	<u>Year 4 Price</u>
Fusion	N/A	9732560XOM1	\$18,500	\$15,500	\$15,500	\$15,500	\$15,500

Total Price of Option: \$62,000 (\$15,500 invoiced annually)

Purchase Orders and Signed SSA Proposals can be faxed to: 720-890-3701

Service & Support Proposal
Terms and Conditions

1. Offer and Acceptance: This SSA Proposal is an offer by Medtronic ST to provide service and support to products previously purchased by Customer (the "Covered Products") which are identified on this SSA Proposal. The Medtronic Surgical Technologies Master Terms and Conditions are incorporated into this SSA Proposal by reference, in their entirety. Customer accepts this SSA Proposal and agrees to purchase service and support as described herein by signing this SSA Proposal at the signature block by an individual authorized to bind the Customer and returning the SSA Proposal with an appropriate purchase order to Medtronic ST. Upon receipt of the signed SSA Proposal and purchase order, an authorized representative of Medtronic ST will sign the SSA Proposal on behalf of Medtronic ST whereupon this Proposal and the Medtronic Surgical Technologies Master Terms and Conditions will become a binding Agreement (the "Agreement") between the parties.

2. DEFINITIONS.

- a. "Component" means a smaller, self-contained part of the larger Covered Product.
- b. "Covered Product" means any Product covered by a valid warranty or, if the warranty had expired or become void, any such Product which has been subsequently inspected and approved for service and support coverage by Medtronic ST in writing.
- c. "Location" means the site where the Covered Products were originally installed or where they were relocated with the prior approval of Medtronic ST, which is identified in this Agreement.
- d. "Normal Coverage Hours" means that Services will be performed by Medtronic ST at the Customer Location Monday through Friday from 7:00 a.m. to 4:00 p.m., excluding holidays observed by Medtronic ST. Services performed outside Normal Coverage Hours are considered Optional Services.
- e. "Notice" means providing written notice that includes facts sufficient to describe the issue to the other party by certified mail, facsimile, or standard overnight delivery service at the address identified on the signature page.
- f. "Optional Services" means services performed or provided by Medtronic ST that are outside the scope of this SSA Proposal, including but not limited to: services performed outside the Normal Coverage Hours, relocation of Covered Products, surgical support visits provided by Medtronic ST, additional system planned maintenance, system inspections or corrective maintenance required, due to unauthorized relocation, modification, lapse of warranty, or for other exclusions, which will be billed as set forth in the Payment Terms.
- g. "Product" means previously purchased Medtronic ST equipment and/or software.
- h. "Services" means the services set forth in the supplemental terms and conditions below.

3. PAYMENT TERMS. Fees for the Covered Products identified in this Agreement are payable net thirty (30) days after the invoice date.

- a. Fees are billed and payable in US Dollars.
- b. Notwithstanding the foregoing, fees for Optional Services will be billed at the current standard rate for time and materials for a minimum of four (4) hours to include travel time, which will be payable net thirty (30) days after the invoice date.
- c. Prices in the Agreement and/or invoices do not include sales, use or other similar taxes, which Customer will pay unless a tax exemption certificate is provided to Medtronic ST.
- d. The initial payment for Services or Optional Services will be accompanied by a purchase order or equivalent Customer purchase record.

4. TERMINATION.

- a. Termination without Cause. Either party may terminate this Agreement for any reason or no reason, with thirty (30) days prior written notice to the other party.
- b. Termination for Cause. Either party may terminate this Agreement immediately, without prior written notice to the other party, if the other party: 1) makes an assignment for the benefit of creditors, or a receiver, trustee in bankruptcy or similar officer is appointed to take charge of all or any part of the other party's property or business; 2) is adjudicated bankrupt; and 3) neglects or fails to perform or observe any of its obligations under this Agreement and does not cure such neglect or failure within thirty (30) days after receipt of written notice from the party alleging such non-compliance (hereinafter, collectively referred to as "Cause").
- c. Termination for License Misuse. Medtronic ST may terminate this Agreement immediately, without prior notice to Customer if Customer misuses the Licensed Material and/or uses the Licensed Material in violation of any license provided under this Agreement. If Medtronic ST terminates this Agreement under this section, Customer shall not be entitled to a refund of any portion

Purchase Orders and Signed SSA Proposals can be faxed to: 720-890-3701

of any fees paid by Customer under this Agreement.

d. Result of Termination. 1) If Medtronic ST terminates this Agreement for any reason other than for Cause, Medtronic ST will pay Customer a pro-rata refund of the fees that Customer paid for the year in which the Agreement is terminated based on the remaining period in such year; 2) If Customer terminates this Agreement for any reason other than for Cause, Customer shall not be entitled to a refund of any portion of any fees paid by Customer under the Agreement Customer shall be excused from any obligation to pay any future fees beyond the year in which the Agreement was terminated; 3) If Customer terminates this Agreement for Cause, Medtronic ST will pay Customer a pro-rata refund of the fees that Customer paid for the year in which the Agreement is terminated based on the remaining period in such year.

e. Hardware Upgrade. If Customer terminates this Agreement due to a hardware upgrade, (e.g., from one Medtronic ST system to the newest Medtronic ST platform), Customer shall not be entitled to a pro-rata refund of the fees and Medtronic ST's obligations under this SSA Proposal shall terminate. Notwithstanding the foregoing, Medtronic ST shall extend the length of the warranty period of new equipment purchased under the Hardware Upgrade by the remaining period of the year in which this Agreement is terminated.

5. EXCLUSIONS. Upon Customer's request, any service, support or maintenance for exclusions may be performed at the discretion of Medtronic ST as Optional Services. The following items shall be considered exclusions and are not included as or part of the Services under this Agreement:

- a. Providing any service or replacement part specifically excluded under the Agreement, including its exhibits;
- b. Maintenance or repair of third-party or non-Medtronic ST products or software, even if packaged or sold with Medtronic ST Products and recommended by Medtronic ST;
- c. Problems caused by unauthorized modifications, maintenance or repairs of the Products or any other modification, maintenance or repair of the Products not performed by Medtronic ST;
- d. Problems caused by external power sources, including the incoming power supply;
- e. Repair of damage caused by accident, negligence or any cause other than ordinary use, including Customer's failure to follow operation instructions, failure to provide a reasonably suitable environment for Products, or use of the Products for purposes other than those for which they were designed;
- f. Damage to the Products caused by disaster, such as, fire, flood, wind, earthquake, terrorism, lightning or natural disaster;
- g. Movement of the System from the Location unless performed by Medtronic ST as an Optional Service;
- h. Expendable materials and accessories, such as straps, fabric, as well as Corrective Maintenance necessary to repair accessories;
- i. Future Software Upgrades, Software Features and Software Applications or any other Software that was not originally part of this Agreement, unless otherwise entitled in the Sales and Support Proposal;
- j. Optional services.

6. QUALIFYING. To qualify for this Agreement, the following conditions must be met:

- a. The Covered Products must be used in accordance with any product labeling or any product documentation provided and as solely determined by Medtronic ST;
- b. Products must not have been altered or subjected to misuse, modification, abuse, accident or improper handling;
- c. Medtronic ST must be notified within thirty (30) days following discovery of a defect;
- d. The Covered Product(s) must be returned to Medtronic ST without shipping damage within thirty (30) days of Medtronic ST receiving notice as provided above; and
- e. The Covered Product(s) must not have been repaired or altered outside of Medtronic ST's supervision or by non-Medtronic ST personnel in any way which, in the judgment of Medtronic ST, affects its stability or reliability.

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Supplemental Terms and Conditions

Fusion ENT Navigation System Service & Support

HARDWARE COVERAGE

- a. Replacement Parts: Medtronic ST agrees to provide, at no cost to Customer, all replacement parts necessary to return Covered Products to good working order. 1) As determined by Medtronic ST, replacement parts may be refurbished. 2) Replaced parts will become the property of Medtronic ST. Customer agrees to return all replaced parts to Medtronic ST. In the event that Customer does not return the replaced part to Medtronic ST, Customer agrees to pay the full retail price of the replaced part. 3) Medtronic ST may provide functionally comparable replacement parts if required. 4) The warranty term on replacement parts expires with the expiration of the term of this Agreement. 5) Standard Overnight shipping will be used for replacement parts, when available.
- b. Corrective Maintenance: Medtronic ST agrees to provide Corrective Maintenance, including diagnostics, labor, and repair to any Covered Product during the term of this Agreement. Should any Covered Product fail to function within Medtronic ST's published specifications within the term of this Agreement, Medtronic ST will, at its option, repair or replace any required part or parts of the Covered Products.
- c. Response Time: Medtronic ST will use all commercially reasonable efforts to offer Corrective Maintenance of reported problems within the estimated Response Time.
- d. This Agreement is extended only to the Customer that purchased the Service and Support Agreement directly from Medtronic ST.
- e. AxiEM™ Electromagnetic Navigation: the AxiEM box, emitter, and cables are not considered Covered Products unless specifically included under Covered Products section of this Agreement. Negligent abuse of AxiEM cables and emitter are not covered under any Service and Support Agreement.

SOFTWARE COVERAGE

- a. Software Maintenance Releases: as deemed necessary by Medtronic ST, Software Maintenance Releases will be included at no charge to Customer.
- b. Software Upgrade Releases: when available, Software Upgrade Releases will be offered at no charge to Customer for Covered Products.

ON-GOING PRODUCT MAINTENANCE

- a. Planned Maintenance: At a mutually agreed upon time during Normal Coverage Hours, Medtronic ST will provide all necessary Planned Maintenance as defined in the system technical manual.

EDUCATION AND TRAINING

- a. On-site Training. 1) Product Training: Upon request by Customer, product training will be provided at the Location during Normal Coverage Hours and based upon availability of Medtronic ST personnel.

Purchase Orders and Signed SSA Proposals can be faxed to: 720-890-3701

ACCEPTANCE

This SSA Proposal sets forth the entire understanding between the parties and supersedes any prior or oral. An authorized representative of Riverside County Reg Med Ctr and Medtronic ST have signed and executed the Agreement below.

Medtronic ST

Signature: _____

Print Name: Richard Klinier

Title: Senior Manager Sales Operations

Date: _____

Riverside County Reg Med Ctr

Signature: _____

Print Name: _____

Title: _____

Date: _____