

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

961



FROM: Riverside County Regional Medical Center (RCRMC)

**SUBMITTAL DATE:
July 15, 2014**

SUBJECT: Approval of two separate multi-year Professional Service Agreements between the County of Riverside (RCRMC) with Philips Healthcare and General Electric Healthcare for service, maintenance, and repair of diagnostic imaging equipment. [\$2,539,731 from Hospital Enterprise Funds. District 5.]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and authorize the Chairman of the Board to execute the two separate multi-year professional services agreements for Diagnostic Equipment Service and Repair between the County of Riverside on behalf of RCRMC with Philips Healthcare, and General Electric Healthcare, and,
2. Authorize the Purchasing Agent in accordance with RCO 459.4 to sign up to four (4) renewals that do not change the substantive terms of the Agreements, including amendments to the compensation provision which do not exceed the annual CPI rates.

BACKGROUND:

Summary

To provide for continuous operation of RCRMC's Diagnostic Imaging Department, a competitive bid (RFP# MCARC - 220) was released.

(continued on next page)

Lowell Johnson
Lowell Johnson
Interim CEO

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 507,946	\$ 507,946	\$ 2,539,730	\$	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$	\$	\$	\$	
SOURCE OF FUNDS: Hospital Enterprise Fund				Budget Adjustment: none	
				For Fiscal Year: 14/15-18/19	

C.E.O. RECOMMENDATION:

APPROVE
BY: *Debra Cournoyer*
Debra Cournoyer

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

FORM APPROVED COUNTY COUNSEL
BY: *Neal R. Kipnis*
NEAL R. KIPNIS
DATE: 7/14/14

Purchasing: *Mark Seiler*
Mark Seiler, Assistant Director

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

Prev. Agn. Ref.: #3.30 on 1/4/05 and #3.52 on 1/14/09 | **District:** ALL | **Agenda Number:**

3-53

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

FORM 11: Approval of two separate multi-year Professional Service Agreements between the County of Riverside (RCRMC) with Philips Healthcare and General Electric Healthcare for service, maintenance, and repair of diagnostic imaging equipment. [\$2,539,731 from Hospital Enterprise Funds. District 5.]

DATE: July 1, 2014

PAGE: 2 of 2

Summary (Continued)

This was done to locate a responsible contractor capable of providing service, maintenance and repair of existing, out-of-warranty diagnostic imaging equipment. The bid was posted on the County's website, PublicPurchase.Com and was also sent to known service providers. Two bids were received and evaluated. The recommended award will split the contract between Philips Healthcare and General Electric Healthcare according to the most responsive/responsible bid per line item. The attached cost comparison shows the combined annual savings (compared to the hospital's current maintenance contract) to be realized by the County as a result of soliciting bids and then splitting the award. The yearly savings of \$247,833 totals \$1,239,165 over five years. Awarded items are identified in Attachment A of each of the respective Service Agreements.

Impact on Citizens and Businesses

Riverside County Regional Medical Center (RCRMC) is a full service medical center providing radiology services for both inpatients and outpatients. RCRMC's catchment area is primarily composed of patients residing in Riverside County

Contract History and Price Reasonableness

On behalf of RCRMC, County Purchasing issued Request for Proposal (RFP) #MCARC220, posted it on the County Website and PublicPurchase.com, and directly emailed it out to several potential bidders. General Electric Healthcare (GE) and Philips Healthcare provided the only bid responses. Best and Final Offers (BAFO) were solicited from both vendors and the bid award was split on a line item basis to ensure maximum cost savings for the County. The County will realize combined annual spend savings of \$247,833, or an aggregate \$1,239,165 over five years. Philips Healthcare and General Electric Healthcare have been deemed the most responsive/responsible bidders for the items identified in Attachment A of their respective Service Agreements.

PROFESSIONAL or PERSONAL SERVICE AGREEMENT

for

Service Agreement

between

COUNTY OF RIVERSIDE

and

Philips Healthcare



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This Agreement, made and entered into this 1 day of July, 2014, by and between Philips Healthcare, (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services and Philips' Quote, consisting of 3 pages at the prices stated in Exhibit B, Payment Provisions, consisting of 1 pages, and Attachment I, HIPAA Business Associate Attachment to the Agreement, consisting of 8 pages.

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the Agreement and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective July 1, 2014 continue in effect through June 30, 2019. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed \$357,640.00 annually including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 No price increases will be permitted during this Agreement, unless by written consent of both parties. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas (service agreement) and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

Riverside County Regional Medical Center
Radiology Department
25620 Cactus Avenue
Moreno Valley, CA 92555

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (MCARC-93856-200-001); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.

b) Invoices shall be rendered monthly in arrears.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing. The contract shall be terminated on the date of the beginning of the first fiscal year for which funds have not been appropriated with Customer providing Philips 90 days written notice of such event.

4. **Alteration or Changes to the Agreement**

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. **Termination**

5.1. This Agreement is non-cancelable by Customer and will remain in effect for the term specified in this Agreement. However, Customer may cancel this Agreement upon 60 days written notice to Philips (i) representing that the System is being permanently removed from the Site and that the System is not being used in any other Customer site, or (ii) specifically describing a material breach or default of the Agreement by Philips, provided that Philips may avoid such cancellation by curing the condition of breach or default within such 60 day notice period.

5.2 After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.3 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement and at the rates set forth in Exhibit B.

5.4 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.5 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

5.6 **TERMINATION FOR NON-APPROPRIATION OF FUNDS.** The continuation of this contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by veto of the Governor, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall be terminated on the date of the beginning of the first fiscal year for which funds have not been appropriated with Customer providing Philips 90 days written notice of such event.

6. **Ownership/Use of Contract Materials and Products**

By agreement of the parties, this provision is hereby deleted in its entirety.

7. **Conduct of Contractor**

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by

CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

8. **Inspection of Service; Quality Control/Assurance**

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided..

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

9. **Independent Contractor**

The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

10. **Subcontract for Work or Services**

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY, which shall not be unreasonably withheld; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

11. **Disputes**

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator.

12. **Licensing and Permits**

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

13. **Use By Other Political Entities**

By agreement of the parties, this provision is hereby deleted in its entirety.

14. **Non-Discrimination**

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

15. **Records and Documents**

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

16. **Confidentiality**

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

16.3 The CONTRACTOR is subject to and shall operate in compliance with all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, enacted August 21, 1996, and the related laws and regulations promulgated subsequent thereto. Please refer to Attachment 1 of this agreement.

17. **Administration/Contract Liaison**

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. **Notices**

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

Riverside County Regional Medical Center
25620 Cactus Avenue
Moreno Valley, CA 92555

CONTRACTOR

Philips Healthcare
501 Corporate Centre Drive, Ste 540
Franklin, TN 37067

19. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.cdd.ca.gov.

21. Hold Harmless/Indemnification

21.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any claims for loss, cost, damages, expense or liability (including reasonable attorneys fees) by reason of bodily injury (including death) or tangible property damage (representing the actual cost to repair or replace physical property damage), to the extent such damages result from Philips' negligent acts or omissions, or proven product defect. This indemnification obligation will not be subject to the limitation of liability in Philips' Terms and Conditions.

Nothing herein is intended to limit or relieve Philips from liability for third party claims relating to personal injury, death, or tangible property damage to the extent caused by Philips' or its' employees' or agents' wrongful or negligent acts or omissions.

21.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S indemnification to Indemnitees as set forth herein.

21.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

21.4 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

21.5 In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONTRACTOR from indemnifying the Indemnitees to the fullest extent allowed by law.

22. Insurance

22.1 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

A. Workers' Compensation:

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B)

including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

D. Professional Liability (ONLY TO BE INCLUDED IN CONTRACTS WITH SERVICE PROVIDERS INCLUDING BUT NOT LIMITED TO ENGINEERS, DOCTORS, AND LAWYERS). Contractor shall maintain Professional Liability Insurance providing coverage for the Contractor's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Contractor's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

E. General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any, cancellation, expiration of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

23. General

23.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY, which shall not be unreasonably withheld. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

23.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

23.3 In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall offset the amount disallowed from any payment due to the CONTRACTOR.

23.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

23.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

23.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

23.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

23.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

23.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

COUNTY:

Riverside County Regional Medical Center
25620 Cactus Avenue
Moreno Valley, CA 92555

Signature: _____

Print Name: _____

Title: _____

Dated: _____

CONTRACTOR:

Philips Healthcare
501 Corporate Centre Drive, Ste 540
Franklin, TN 37067

Signature: _____

Print Name: _____

Title: _____

Dated: 6/19/14

FORM APPROVED COUNTY COUNSEL
BY: NEAL R. KIPNIS DATE: 7/1/14

Philips Healthcare
Service Contract Manager
Reviewed and Approved
K. W-1814
Kon Abraham

Exhibit A – Philips Service Quote

Additionally, the following service terms and conditions shall/may apply.

EXCLUSIONS. The Services do not include:

1. Servicing or replacing components of the system other than those systems or components listed in the Exhibits (the "System") that is at the listed location ("Site");
2. Servicing System if contaminated with blood or other potentially infectious substances;
3. Any service necessary due to: (i) a design, specification or instruction provided by Customer or Customer representative; (ii) the failure of anyone to comply with Philips' written instructions or recommendations; (iii) any combining of the System with other manufacturers product or software other than those recommended by Philips; (iv) any alteration or improper storage, handling, use or maintenance of the System by anyone other than Philips' subcontractor or Philips; (v) damage caused by an external source, regardless of nature; (vi) any removal or relocation of the System; or (vii) neglect or misuse of the System;
4. Any cost of materials, supplies, parts, or labor supplied by any party other than Philips or Philips' subcontractors.
5. Any rigging or structural alteration incident to the Services;
6. Consumable items and supplies (such as biomedical laser tubes and patient used pads), cryogenes, PET calibration sources, film, batteries, cassettes;
7. Cosmetic repairs;
8. The cost of factory reconditioning, rebuilds, or overhauls if repairs cannot maintain the equipment in satisfactory operating condition;
9. Disposing hazardous, infectious, or biomedical waste or materials;
10. Providing service to any System under a current service agreement between Customer and another vendor until such agreements expire or are terminated by Customer. Philips is not liable for any cancellation penalty or cost associated with Customer's termination of any such agreement;
11. Unless otherwise specified in the quotation, maintaining or repairing third-party products, nuclear camera detector crystals, CT Tubes and radiation therapy tubes, x-ray tubes, flat panel detectors, image intensifiers magnet replacement, magnet refrigeration system (coldhead, compressor, chillers), MR RF rooms, surface coils HVAC systems, power conditioners, uninterruptible power supplies, special ultrasound transducers (probes) (accessory or attach), TEE probes, TV camera pick-up tubes, photo multiplier tubes, accelerator center beam lines, piped medical gases (up to the wall outlets), copier drums, electron guns, fiber optic bundles, foot/hand controls (switches, accessory, or attachment), klystrons and thyratrons, magnetrons, plumbicons, waveguides, and attachments.
12. If this agreement includes coverage for biomedical services: arthroscopy instruments, blood pressure cuffs (accessory or attachment), centrifuge motor brushes, electronic thermometer probes, electrosurgical instruments (pencils & pads), general or surgical instruments, laboratory glass, laser tubes, phaco hand pieces (cataract extraction units, accessory or attachment), non-electrical surgical equipment, rigid & semi-rigid scopes.

CUSTOMER RESPONSIBILITIES. During the term of this Agreement, Customer will:

1. Ensure that the Site is maintained in a clean and sanitary condition; and that the System, product or part is decontaminated prior to service, shipping or trade-in as per the Instructions in the User manual;
2. Dispose of hazardous or biological waste generated;
3. Maintain operating environment within Philips specifications for the Site (including temperature and humidity control, incoming power quality, incoming water quality, and fire protection system);
4. Use the System in accordance with the published manufacturer's operating instructions.
5. Attend a start-up meeting at Customer's facility, prior to the Effective Date of this Agreement, so Philips can explain the Services to the Customer's management and selected staff;
6. Provide Philips with the System service manuals for any non-Philips System;
7. Maintain all software licenses applicable to the Covered System.
8. For Philips use in remote servicing of the System, provide Philips a secure location for hardware to connect System to Philips Remote Service (PRS). The PRS hardware remain Philips' property and is only provided during the term of this Agreement;

9. Provide Philips and its vendors full and free access to the PRS hardware to enable Philips to remotely access the System or non-Philips System; and
10. Provide Philips at each System Site, at all times during the term of this Agreement, a dedicated broadband Internet access node, including public and private interface access, suitable to establish a successful connection to the System through the PRS and Customer network. If the System cannot be connected to the PRS, and Customer fails to provide the access described in section 6, then Customer waives its rights to Services under this Agreement and any uptime guarantee

DEFAULT. Customer's failure to pay any amount due under this Agreement within 30 days of when payment is due constitutes a default of this Agreement and all other agreements between Customer and Philips. In such an event, Philips may, at its option, (i) withhold performance under this Agreement and any or all of the other agreements until a reasonable time after all defaults have been cured, (ii) declare all sums due and to (iii) commence collection activities for all sums due or to become due hereunder, including, but not limited to costs and expenses of collection, and reasonable attorney's fees, (iv) terminate this Agreement with 10 days' notice to Customer, and (v) pursue any other remedies permitted by law.

END OF LIFE. If Philips determines that its ability to provide the Service Coverage is hindered due to the unavailability of parts or trained personnel, or that the system can no longer be maintained in a safe or effective manner as determined by Philips, then Philips may terminate this Agreement upon notice to the Customer and provide Customer with a refund of any Customer pre-payments for periods of Service Coverage not already completed.

LIMITATIONS OF LIABILITY AND DISCLAIMER.

Philips' total liability, if any, and Customer's exclusive remedy with respect to the Services or Philips' performance of the Services is limited to an amount not to exceed the price stated in this Agreement for the Service that is the basis for the claim. THIS LIMITATION SHALL NOT APPLY TO THIRD PARTY CLAIMS FOR BODILY INJURY OR DEATH CAUSED BY PHILIPS' NEGLIGENCE. PHILIPS WILL HAVE NO LIABILITY FOR ANY ASSISTANCE PHILIPS PROVIDES THAT IS NOT REQUIRED UNDER THIS AGREEMENT.

IN NO EVENT SHALL PHILIPS OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST REVENUES OR PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA, OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES WHETHER ARISING FROM BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHER TORT.

SERVICES PROVIDED

1. Initial Covered System Inspection. Within 90 days after the Effective Date, Philips will inspect the Covered System not previously serviced by Philips and notify Customer of any Covered System that does not meet manufacturers' specifications. Philips will provide Customer a written estimate for repairs necessary to bring any of the Covered System within proper manufacturers specifications. Upon Customer's request, Philips will provide necessary repairs at Philips' then contract labor rate. If customer elects not to have System repaired, then Philips may remove such System from coverage in this agreement.

2. Repair Service. Commencing on the Effective Date and subject to the repair limitation below, Philips or Philips' subcontractors will provide repair services for Covered System. Philips will provide all replacement parts, which may be refurbished, and labor necessary to repair Covered System, unless excluded in paragraph 3. All components used are subject to Philips inspection and quality control procedures, and shall be warranted to the same extent that a non-refurbished component is warranted. Parts removed for replacement become the property of Philips and Philips shall remove parts from the System Site. Philips may increase its contract prices if the System is upgraded or reconfigured.

3. Planned Maintenance Service. Philips will provide Customer a planned maintenance schedule for the Covered System. Philips will provide such planned maintenance during the Service Coverage hours (as defined in the agreement) at a time that is mutually agreed upon. Customer will make the Covered System available in accordance with this schedule. Philips or its subcontractors will provide planned maintenance on the Covered System at scheduled intervals. If Philips cannot locate Covered System, or Covered System was not made available for planned maintenance when scheduled, Philips will notify the Customer that Customer has 90 days to make available Covered System for planned maintenance, otherwise customer waives right to service and Philips may delete Covered System from the contract.

4. Software Updates. Philips will install operating system software updates provided by the Original Equipment Manufacturer (OEM) for Covered System. Software updates mean revisions to OEM proprietary operating system software that enhance existing System functions and operation without hardware changes, but will not install operating system software upgrades to new software platforms or software options offered separately for sale by the OEM.

CRYOGENS (Applies only to MRI Service)

1. If Cryogenics are included in this agreement, Customer shall report any magnet cooling system (cold-head, compressor, or chiller) malfunction within 24 hours. If customer fails to report any malfunctions, then customer is responsible for any additional cryogen expenses.

2. If the System is not connected to the PRS, then Customer shall report readings for all System covered by this Agreement into the Magnet Monitoring System at 1-800-722-9377 (option 8) each week.

Philips may increase the price for Cryogen services if the Consumer Price Index (CPI) for open market crude helium prices, as reported by the Bureau of Land Management (BLM), is increased by five percent (5%) percent or more during any 12 month period.



Customer: Riverside County Regional Medical Center
 Address: 26520 Cactus Ave
 City, State, ZIP: Moreno Valley CA 92555

Customer Services
 Exhibit B
 Imaging Clinical Equipment Inventory
 5/21/2014

Agreement Start Date	Philips Site ID	Modality	OEM	Customer Description	Serial #	EDL/ EOSL	Equipment Coverage	Glass Coverage	# of Std Project / # of TD	Uptime Guarantee	CM Hours of Coverage - Weekday	PM Hours of Coverage - Weekday	On-Site Labor Response Time	Parts Delivery	Imaging Part & Labor Price	Glassware Price	Total Proposed Annual Price
07/01/14	549397	WXR	Philips	BV Pulsara, Mobile X-Ray unit			Primary	Tube II Combo	80%	8AM-5PM M-F (PM)	8AM-5PM M-F (PM)	Average 4 hours	10:30AM Next Day	\$ 4,482.00	\$ 1,026.00	\$ 5,508.00	
07/01/14	4376575	WXR	Philips	BV Pulsara, rd. 2.3			Primary	Tube II Combo	80%	8AM-5PM M-F (PM)	8AM-5PM M-F (PM)	Average 4 hours	10:30AM Next Day	\$ 4,482.00	\$ 1,026.00	\$ 5,508.00	
07/01/14	44067280	ACC	Philips	BV Pulsara, rd. 2.3			Primary	None	95%	8AM-5PM M-F (PM)	8AM-5PM M-F (PM)	Average 4 hours	10:30AM Next Day	\$ 4,482.00	\$ 1,026.00	\$ 5,508.00	
07/01/14	44067279	NI3	Philips	JettStream Workstation			Primary	Cytable & PMTs	80%	8AM-5PM M-F (PM)	8AM-5PM M-F (PM)	Average 4 hours	10:30AM Next Day	\$ 4,674.00	\$ -	\$ 4,674.00	
07/01/14	44796	DXR	Philips	Buck/Diagnoset TH		EDL	Essential EOL	Tubes	80%	8AM-5PM M-F (PM)	8AM-5PM M-F (PM)	Average 4 hours	10:30AM Next Day	\$ 361,188.00	\$ -	\$ 35,188.00	
07/01/14	44797	DXR	Philips	Buck/Diagnoset TH		EDL	Essential EOL	Tubes	80%	8AM-5PM M-F (PM)	8AM-5PM M-F (PM)	Average 4 hours	10:30AM Next Day	\$ 5,175.00	\$ -	\$ 5,175.00	
07/01/14	44798	DXR	Philips	Buck/Diagnoset TH		EDL	Essential EOL	Tubes	80%	8AM-5PM M-F (PM)	8AM-5PM M-F (PM)	Average 4 hours	10:30AM Next Day	\$ 5,175.00	\$ -	\$ 5,175.00	
07/01/14	44799	DXR	Philips	Buck/Diagnoset TH		EDL	Essential EOL	Tubes	80%	8AM-5PM M-F (PM)	8AM-5PM M-F (PM)	Average 4 hours	10:30AM Next Day	\$ 5,175.00	\$ -	\$ 5,175.00	
07/01/14	44800	DXR	Philips	Buck/Diagnoset TH		EDL	Essential EOL	Tubes	80%	8AM-5PM M-F (PM)	8AM-5PM M-F (PM)	Average 4 hours	10:30AM Next Day	\$ 5,175.00	\$ -	\$ 5,175.00	
07/01/14	44801	DXR	Philips	Buck/Diagnoset TH		EDL	Essential EOL	Tubes	80%	8AM-5PM M-F (PM)	8AM-5PM M-F (PM)	Average 4 hours	10:30AM Next Day	\$ 5,175.00	\$ -	\$ 5,175.00	
07/01/14	45006	WXR	Philips	DigitalDiagnoset Single Detector		EDL	Essential EOL	Tubes	80%	8AM-5PM M-F (PM)	8AM-5PM M-F (PM)	Average 4 hours	10:30AM Next Day	\$ 14,668.00	\$ 10,488.00	\$ 25,156.00	
07/01/14	225-AB	CT	Philips	BI/300 P Plus		EDL	Essential EOL	Tube II Combo	80%	8AM-5PM M-F (PM)	8AM-5PM M-F (PM)	Average 4 hours	10:30AM Next Day	\$ 3,300.00	\$ 1,425.00	\$ 4,725.00	
07/01/14	44813	MRI	Philips	CT Vision IM9000DJ		EDL	Primary	Tube - Medium	80%	8AM-5PM M-F (PM)	8AM-5PM M-F (PM)	Average 4 hours	10:30AM Next Day	\$ 41,600.00	\$ 24,960.00	\$ 66,560.00	
07/01/14	1092338	ACC	GE	GYROSCAN ACS-NT		EDL	Primary	MWP	80%	8AM-5PM M-F (PM)	8AM-5PM M-F (PM)	Average 4 hours	10:30AM Next Day	\$ 90,835.20	\$ -	\$ 90,835.20	
07/01/14	1092339	WXR	GE	Chisel Coverage Beam - 5mm for Gyroscan ACS-NT		EDL	Primary	Tube II Combo	80%	8AM-5PM M-F (PM)	8AM-5PM M-F (PM)	Average 4 hours	10:30AM Next Day	\$ 4,480.00	\$ -	\$ 4,480.00	
07/01/14	1092339	DXR	GE	GE ADVANTX CA CLB		EDL	Primary	Tube II Combo	80%	8AM-5PM M-F (PM)	8AM-5PM M-F (PM)	Average 4 hours	10:30AM Next Day	\$ 35,248.00	\$ 19,136.00	\$ 54,384.00	
07/01/14	1092339	DXR	GE	GE ADVANTX TC4-CLB		EDL	Primary	Tube II Combo	80%	8AM-5PM M-F (PM)	8AM-5PM M-F (PM)	Average 4 hours	10:30AM Next Day	\$ 19,368.00	\$ 5,696.00	\$ 24,964.00	
Total Coverage														\$ 299,857.20	\$ 64,783.00	\$ 357,640.20	
Total Imaging Parts and Labor														\$ -	\$ -	\$ 297,857.20	
Total Glassware														\$ -	\$ -	\$ 64,783.00	
Total Coverage														\$ -	\$ -	\$ 357,640.20	

Agreement Notation: Multi-Site CT tube coverage based on customer annual estimates as defined in the table above. Adjustments for actual scan seconds over the defined estimates will be charged at \$0.50 per scan second.
 Flat Detector and Chisels are not covered unless otherwise specified above.

Attachment I

HIPAA Business Associate Agreement

Addendum to Contract

Between the County of Riverside and Philips Healthcare

This HIPAA Business Associate Agreement (the "Addendum") supplements, and is made part of the [name of contract] (the "Underlying Agreement") between the County of Riverside ("County") and [name of Contractor] ("Contractor") and shall be effective as of the date the Underlying Agreement is approved by both Parties (the "Effective Date").

RECITALS

WHEREAS, County and Contractor entered into the Underlying Agreement pursuant to which the Contractor provides services to County, and in conjunction with the provision of such services certain protected health information ("PHI") and/or certain electronic protected health information ("ePHI") may be created by or made available to Contractor for the purposes of carrying out its obligations under the Underlying Agreement; and,

WHEREAS, the provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Public Law 104-191 enacted August 21, 1996, and the Health Information Technology for Economic and Clinical Health Act ("HITECH") of the American Recovery and Reinvestment Act of 2009, Public Law 111-5 enacted February 17, 2009, and the laws and regulations promulgated subsequent thereto, as may be amended from time to time, are applicable to the protection of any use or disclosure of PHI and/or ePHI pursuant to the Underlying Agreement; and,

WHEREAS, County is a covered entity, as defined in the Privacy Rule; and,

WHEREAS, Contractor when a creator or recipient of, or when they have access to, PHI and/or ePHI of County, is a business associate as defined in the Privacy Rule; and,

WHEREAS, pursuant to 42 USC §17931 and §17934, certain provisions of the Security Rule and Privacy Rule apply to a business associate of a covered entity in the same manner that they apply to the covered entity, the additional security and privacy requirements of HITECH are applicable to business associates and must be incorporated into the business associate agreement, and a business associate is liable for civil and criminal penalties for failure to comply with these security and/or privacy provisions; and,

WHEREAS, the parties mutually agree that any use or disclosure of PHI and/or ePHI must be in compliance with the Privacy Rule, Security Rule, HIPAA, HITECH and any other applicable law; and,

WHEREAS, the parties intend to enter into this Addendum to address the requirements and obligations set forth in the Privacy Rule, Security Rule, HITECH and HIPAA as they apply to Contractor as a business associate of County, including the establishment of permitted and required uses and disclosures of PHI and/or ePHI created or received by Contractor during the course of performing services on behalf of County, and appropriate limitations and conditions on such uses and disclosures;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

- A. **Definitions.** Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in HITECH, HIPAA, Security Rule and/or Privacy Rule, as may be amended from time to time.
1. "Breach" when used in connection with PHI means the acquisition, access, use or disclosure of PHI in a manner not permitted by the Privacy Rule which compromises the security or privacy of the PHI, and shall have the meaning given such term in 45 CFR §164.402. For purposes of this definition, "compromises the security or privacy of PHI" means poses a significant risk of financial, reputational, or other harm to the individual, unless a use or disclosure of PHI does not include the identifiers listed at 45 CFR §164.514(e)(2), date of birth and zip code. Breach excludes:
 - a. Any unintentional acquisition, access or use of PHI by a workforce member or person acting under the authority of a covered entity or business associate, if such acquisition, access or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under subpart E of the Privacy Rule.
 - b. Any inadvertent disclosure by a person who is authorized to access PHI at a covered entity or business associate to another person authorized to access PHI at the same covered entity, business associate, or organized health care arrangement in which County participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted by subpart E of the Privacy Rule.
 - c. A disclosure of PHI where a covered entity or business associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.

- B. "Data aggregation" has meaning given such term in 45 CFR §164.501.
- C. "Designated record set" as defined in 45 CFR §164.501 means a group of records maintained by or for a covered entity that may include: the medical records and billing records about individuals maintained by or for a covered health care provider; the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or, used, in whole or in part, by or for the covered entity to make decisions about individuals.
- D. "Electronic protected health information" ("ePHI") as defined in 45 CFR §160.103 means protected health information transmitted by or maintained in electronic media.
- E. "Electronic health record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff, and shall have the meaning given such term in 42 USC §17921(5).
- F. "Health care operations" has the meaning given such term in 45 CFR §164.501.
- G. "Individual" as defined in 45 CFR §160.103 means the person who is the subject of protected health information.
- H. "Person" as defined in 45 CFR §160.103 means a natural person, trust or estate, partnership, corporation, professional association or corporation, or other entity, public or private.
- I. "Privacy Rule" means the HIPAA regulations codified at 45 CFR Parts 160 and 164, Subparts A and E.
- J. "Protected health information" ("PHI") has the meaning given such term in 45 CFR §160.103, which includes ePHI.
- K. "Required by law" has the meaning given such term in 45 CFR §164.103.
- L. "Secretary" means the Secretary of the Department of Health and Human Services ("HHS").
- M. "Security Rule" means the HIPAA Regulations codified at 45 CFR Parts 160 and 164, Subparts A and C.
- N. "Unsecured protected health information" and "unsecured PHI" as defined in 45 CFR §164.402 means PHI not rendered unusable, unreadable, or indecipherable to unauthorized individuals through use of a technology or methodology specified by the Secretary in the guidance issued under 42 USC §17932(h)(2) on the HHS web site.

2.0 Scope of Use and Disclosure by Contractor of County's PHI and/or ePHI.

- A. Except as otherwise provided in this Addendum, Contractor may use, disclose, or access PHI and/or ePHI as necessary to perform any and all obligations of Contractor under the Underlying Agreement or to perform functions, activities or services for, or on behalf of, County as specified in this Addendum, if such use or disclosure does not violate HIPAA, HITECH, the Privacy Rule and/or Security Rule.
- B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Addendum or required by law, in accordance with 45 CFR §164.504(e)(2), Contractor may:
 - 1) Use PHI and/or ePHI if necessary for Contractor's proper management and administration and to carry out its legal responsibilities; and,
 - 2) Disclose PHI and/or ePHI for the purpose of Contractor's proper management and administration or to carry out its legal responsibilities, only if:
 - a) The disclosure is required by law; or,
 - b) Contractor obtains reasonable assurances, in writing, from the person to whom Contractor will disclose such PHI and/or ePHI that the person will:
 - i. Hold such PHI and/or ePHI in confidence and use or further disclose it only for the purpose for which Contractor disclosed it to the person, or as required by law; and,
 - ii. Notify Contractor of any instances of which it becomes aware in which the confidentiality of the information has been breached; and,
 - 3) Use PHI to provide data aggregation services relating to the health care operations of County pursuant to the Underlying Agreement or as requested by County; and,
 - 4) De-identify all PHI and/or ePHI of County received by Contractor under this Addendum provided that the de-identification conforms to the requirements of the Privacy Rule and/or Security Rule and does not preclude timely payment and/or claims processing and receipt.
- C. Notwithstanding the foregoing, in any instance where applicable state and/or federal laws and/or regulations are more stringent in their requirements than the provisions of HIPAA, including, but not limited to, prohibiting disclosure of mental health and/or substance abuse records, the applicable state and/or federal laws and/or regulations shall control the disclosure of records.

3. **Prohibited Uses and Disclosures.** Contractor may neither use, disclose, nor access PHI and/or ePHI in a manner not authorized by the Underlying Agreement or this Addendum without patient authorization or de-identification of the PHI and/or ePHI and as authorized in writing from County.

1. Contractor may neither use, disclose, nor access PHI and/or ePHI it receives from County or from another business associate of County, except as permitted or required by this Addendum, or as required by law.
2. Contractor agrees not to make any disclosure of PHI and/or ePHI that County would be prohibited from making.
3. Contractor shall not use or disclose PHI for any purpose prohibited by the Privacy Rule, Security Rule, HIPAA and/or HITECH, including, but not limited to 42 USC §§17935 and 17936. Contractor agrees:
 - 1) Not to use or disclose PHI for fundraising or marketing purposes, unless pursuant to the Underlying Agreement and as permitted by and consistent with the requirements of 42 USC §17936;
 - 2) Not to disclose PHI, except as otherwise required by law, to a health plan for purposes of carrying out payment or health care operations, if the individual has requested this restriction pursuant to 42 USC §17935(a) and 45 CFR §164.522, and has paid out of pocket in full for the health care item or service to which the PHI solely relates; and,
 - 3) Not to receive, directly or indirectly, remuneration in exchange for PHI, unless permitted by 42 USC §17935(d)(2) and with the prior written consent of County. This prohibition shall not apply to payment by County to Contractor for services provided pursuant to the Underlying Agreement.

4. **Obligations of County.** County agrees to make its best efforts to notify Contractor promptly in writing of any restrictions on the use or disclosure of PHI and/or ePHI agreed to by County that may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Addendum.

- A. County agrees to make its best efforts to promptly notify Contractor in writing of any changes in, or revocation of, permission by any individual to use or disclose PHI and/or ePHI, if such changes or revocation may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Addendum.
- B. County agrees to make its best efforts to promptly notify Contractor in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect Contractor's use or disclosure of PHI and/or ePHI.
- C. County agrees not to request Contractor to use or disclose PHI and/or ePHI in any manner that would not be permissible under HITECH, HIPAA, the Privacy Rule, and/or Security Rule.
- D. County agrees to obtain any authorizations necessary for the use or disclosure of PHI and/or ePHI, so that Contractor can perform its obligations under this Addendum and/or Underlying Agreement.

5. **Obligations of Contractor.** In connection with the use or disclosure of PHI and/or ePHI, Contractor agrees to:

- A. Use or disclose PHI only if such use or disclosure complies with each applicable requirement of 45 CFR §164.504(e). Contractor shall also comply with the additional privacy requirements that are applicable to covered entities in HITECH, as may be amended from time to time.
- B. Not use or further disclose PHI and/or ePHI other than as permitted or required by this Addendum or as required by law. Contractor shall promptly notify County if Contractor is required by law to disclose PHI and/or ePHI.
- C. Use appropriate safeguards to prevent use or disclosure of PHI and/or ePHI other than as provided for by this Addendum.
- D. Mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PHI and/or ePHI by Contractor in violation of this Addendum.
- E. Report to County any use or disclosure of PHI and/or ePHI not provided for by this Addendum or otherwise in violation of HITECH, HIPAA, the Privacy Rule, and/or Security Rule of which Contractor becomes aware.
- F. Require any subcontractors or agents to whom Contractor provides PHI and/or ePHI to agree to the same restrictions and conditions that apply to Contractor with respect to such PHI and/or ePHI, including the restrictions and conditions pursuant to this Addendum.
- G. Make available to the Secretary, in the time and manner designated by Secretary, Contractor's internal practices, books and records relating to the use, disclosure and privacy protection of PHI received from County, or created or received by Contractor on behalf of County, for purposes of determining, investigating or auditing Contractor's and/or County's compliance with the Privacy Rule.

- H. Request, use or disclose only the minimum amount of PHI necessary to accomplish the intended purpose of the request, use or disclosure in accordance with 42 USC §17935(b) and 45 CFR §164.502(b)(1).
- I. Comply with requirements of satisfactory assurances under 45 CFR §164.512 relating to notice or qualified protective order in response to a third party's subpoena, discovery request, or other lawful process for the disclosure of PHI, which Contractor shall promptly notify County upon Contractor's receipt of such request from a third party.
- J. Not require an individual to provide patient authorization for use or disclosure of PHI as a condition for treatment, payment, enrollment in any health plan (including the health plan administered by County), or eligibility of benefits, unless otherwise excepted under 45 CFR §164.508(b)(4) and authorized in writing by County.
- K. Use appropriate administrative, technical, and physical safeguards to prevent inappropriate use, disclosure, or access of PHI and/or ePHI.
- L. Obtain and maintain knowledge of applicable laws and regulations related to HIPAA and HITECH, as may be amended from time to time.

6. **Access to PHI, Amendment, and Disclosure Accounting.** Contractor agrees to:

- A. **Access to PHI and electronic health record.** Provide access to PHI in a designated record set to County or an individual as directed by County, within ten (10) days of request from County, to satisfy the requirements of 45 CFR §164.524. If Contractor uses or maintains electronic health records, Contractor shall, at the request of County, provide electronic health records in electronic format to enable County to fulfill its obligations under 42 USC §17935(e).
- B. **Amendment of PHI.** Make PHI available for amendment and incorporate amendments to PHI in a designated record set County directs or agrees to at the request of an individual, within fifteen (15) days of receiving a written request from County, in accordance with 45 CFR §164.526.
- C. **Accounting of disclosures of PHI and electronic health record.** Assist County to fulfill its obligations to provide accounting of disclosures of PHI under 45 CFR §164.528 and, where applicable, electronic health records under 42 USC §17935(c) if Contractor uses or maintains electronic health records. Contractor shall:
 - 1. Document such disclosures of PHI and/or electronic health records, and information related to such disclosures, as would be required for County to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record in accordance with 45 CFR §164.528.
 - 2. Within fifteen (15) days of receiving a written request from County, provide to County or any individual as directed by County information collected in accordance with this section to permit County to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record.
 - 3. Make available for County information required by this section for six (6) years preceding the individual's request for accounting of disclosures of PHI, and for three (3) years preceding the individual's request for accounting of disclosures of electronic health record.

7. **Security of ePHI.** In the event Contractor needs to create, receive, or have access to County ePHI, in accordance with 42 USC §17931 and 45 CFR §§164.314(a)(2)(i), and 164.306, Contractor shall:

- A. Implement the administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of ePHI that Contractor creates, receives, maintains, or transmits on behalf of County as required by the Security Rule, including without limitations, each of the requirements of the Security Rule at 45 CFR §§164.308, 164.310, and 164.312;
- B. Comply with each of the requirements of 45 CFR §164.316 relating to the implementation of policies, procedures and documentation requirements with respect to ePHI;
- C. Protect against any reasonably anticipated threats or hazards to the security or integrity of ePHI;
- D. Protect against any reasonably anticipated uses or disclosures of ePHI that are not permitted or required under the Privacy Rule;
- E. Ensure compliance by Contractor's workforce;
- F. Ensure that any agent, including a subcontractor, to whom it provides ePHI agrees to implement reasonable appropriate safeguards to protect it;
- G. Report to County any security incident of which Contractor becomes aware; and,

H. Comply with any additional security requirements that are applicable to covered entities in Title 42 (Public Health and Welfare) of the United States Code, as may be amended from time to time, including, but not limited to HITECH.

8. **Breach of Unsecured PHI.** In the case of breach of unsecured PHI, Contractor shall comply with the applicable provisions of 42 USC §17932 and 45 CFR Part 164, Subpart D, including but not limited to 45 CFR §164.410.

A. **Discovery and notification.** Following the discovery of a breach of unsecured PHI, Contractor shall notify County in writing of such breach without unreasonable delay and in no case later than 60 calendar days after discovery of a breach, except as provided in 45 CFR §164.412.

- 1) **Breaches treated as discovered.** A breach is treated as discovered by Contractor as of the first day on which such breach is known to Contractor or, by exercising reasonable diligence, would have been known to Contractor, which includes any person, other than the person committing the breach, who is an employee, officer, or other agent of Contractor (determined in accordance with the federal common law of agency).
- 2) **Content of notification.** The written notification to County relating to breach of unsecured PHI shall include, to the extent possible, the following information if known (or can be reasonably obtained) by Contractor:
 - a) The identification of each individual whose unsecured PHI has been, or is reasonably believed by Contractor to have been accessed, acquired, used or disclosed during the breach;
 - b) A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known;
 - c) A description of the types of unsecured PHI involved in the breach, such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved;
 - d) Any steps individuals should take to protect themselves from potential harm resulting from the breach;
 - e) A brief description of what Contractor is doing to investigate the breach, to mitigate harm to individuals, and to protect against any further breaches; and,
 - f) Contact procedures for individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address.

B. **Cooperation.** With respect to any breach of unsecured PHI reported by Contractor, Contractor shall cooperate with County and shall provide County with any information requested by County to enable County to fulfill in a timely manner its own reporting and notification obligations, including but not limited to providing notice to individuals, media outlets and the Secretary in accordance with 42 USC §17932 and 45 CFR §§ 164.404, 164.406 and 164.408.

C. **Breach log.** To the extent breach of unsecured PHI involves less than 500 individuals, Contractor shall maintain a log or other documentation of such breaches and provide such log or other documentation on an annual basis to County not later than fifteen (15) days after the end of each calendar year for submission to the Secretary.

D. **Delay of notification authorized by law enforcement.** If Contractor delays notification of breach of unsecured PHI pursuant to a law enforcement official's statement that required notification, notice or posting would impede a criminal investigation or cause damage to national security, Contractor shall maintain documentation sufficient to demonstrate its compliance with the requirements of 45 CFR §164.412.

E. **Documentation.** Pursuant to 45 CFR §§ 164.414(b), in the event Contractor's use or disclosure of PHI and/or ePHI violates the Privacy Rule, Contractor shall maintain documentation sufficient to demonstrate that all notifications were made by Contractor as required by 45 CFR Part 164, Subpart D, or that such use or disclosure did not constitute a breach.

10. **Term.** This Addendum shall commence upon the Effective Date and shall terminate when all PHI and/or ePHI provided by County to Contractor, or created or received by Contractor on behalf of County, is destroyed or returned to County, or, if it is infeasible to return or destroy PHI and/ePHI, protections are extended to such information, in accordance with section 11.B of this Addendum.

11. **Termination.**

A. **Termination for Breach of Contract.** A breach of any provision of this Addendum by either party shall constitute a material breach of the Underlying Agreement and will provide grounds for terminating this Addendum and the Underlying Agreement with or without an opportunity to cure the breach, notwithstanding any provision in the Underlying Agreement to the contrary. Either party, upon written notice to the other party describing the breach, may take any of the following actions:

- 1) Terminate the Underlying Agreement and this Addendum, effective immediately, if the other party breaches a material provision of this Addendum.
- 2) Provide the other party with an opportunity to cure the alleged material breach and in the event the other party fails to cure the breach to the satisfaction of the non-breaching party in a timely manner, the non-breaching party has the right to immediately terminate the Underlying Agreement and this Addendum.
- 3) If termination of the Underlying Agreement is not feasible, the non-breaching party may report the problem to the Secretary, and upon the non-breaching party's request, the breaching party at its own expense shall implement a plan to cure the breach and report regularly on its compliance with such plan to the non-breaching party.

B. Effect of Termination.

- 1) Upon termination of this Addendum, for any reason, Contractor shall return or destroy all PHI and/or ePHI received from County, or created or received by the Contractor on behalf of County, and, in the event of destruction, Contractor shall certify such destruction, in writing, to County. This provision shall apply to all PHI and/or ePHI, which are in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of PHI and/or ePHI, except as provided below in paragraph (2) of this section.
- 2) In the event that Contractor determines that returning or destroying the PHI and/or ePHI is not feasible, Contractor shall provide written notification to County of the conditions that make such return or destruction not feasible. Upon determination by Contractor that return or destruction of PHI and/or ePHI is not feasible, Contractor shall extend the protections of this Addendum to such PHI and/or ePHI and limit further uses and disclosures of such PHI and/or ePHI to those purposes which make the return or destruction not feasible, for so long as Contractor maintains such PHI and/or ePHI.

12. General Provisions.

- a) **Retention Period.** Whenever Contractor is required to document or maintain documentation pursuant to the terms of this Addendum, Contractor shall retain such documentation for 6 years from the date of its creation or as otherwise prescribed by law, whichever is later.
- b) **Amendment.** The parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for County to comply with HITECH, the Privacy Rule, Security Rule, and HIPAA generally.
- c) **Survival.** The obligations of Contractor under Sections 3, 5, 6, 7, 8, 9, 11.B and 12.A of this Addendum shall survive the termination or expiration of this Addendum.
- d) **Regulatory and Statutory References.** A reference in this Addendum to a section in HITECH, HIPAA, the Privacy Rule and/or Security Rule means the section(s) as in effect or as amended.
- e) **Conflicts.** The provisions of this Addendum shall prevail over any provisions in the Underlying Agreement that conflict or appear inconsistent with any provision in this Addendum.
- f) **Interpretation of Addendum.**
 - 1) This Addendum shall be construed to be part of the Underlying Agreement as one document. The purpose is to supplement the Underlying Agreement to include the requirements of the Privacy Rule, Security Rule, HIPAA and HITECH.
 - 2) Any ambiguity between this Addendum and the Underlying Agreement shall be resolved to permit County to comply with the Privacy Rule, Security Rule, HIPAA and HITECH generally.

G. Notices to County. All notifications required to be given by Contractor pursuant to the terms of this Addendum shall be in writing and delivered to the County by either first class United States mail with postage prepaid, registered or certified mail return receipt requested or guaranteed overnight mail with tracing capability at the address listed below, or at such other address as County may hereafter designate. All notices provided by Contractor pursuant to this Section shall be deemed given or made when received by County.

Name:
 Title:
 Address:

ADDENDUM

Riverside County Regional Medical Center, 25620 Catus Avenue, Moreno Valley CA 92555 and Philips Healthcare entered into a Multi-Vendor Service Diagnostic Management Agreement with an effective date as of July 1, 2014

This Addendum modifies the above-referenced Agreement as set forth below. Unless otherwise indicated, all terms used herein shall have the meaning ascribed to them in the Agreement.

1. It is understood and agreed by both parties, **Attachment D attached to this Addendum replaces the original "Agency Authorization Agreement for Philips Healthcare Multi-Vendor Agreements"**.
2. Except as modified in this Addendum, the Agreement shall remain as is in full force and effect.


Philips Healthcare, a division
of Philips Electronics
North America Corporation

Signature: _____

Printed Name: _____

Title: _____

Date: _____


K. K. Graham
Service Contracts Mgr.
6-18-14

Riverside County Regional Medical Center
Moreno Valley CA 92555

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Attachment D
SUBCONTRACTING CONFIRMATION FOR PHILIPS HEALTHCARE MULTI-VENDOR AGREEMENTS

[Customername] ("Customer"), has selected Philips Healthcare, a division of Philips Electronics North America Corporation ("Philips") as its principal provider of service of clinical equipment for all of Customer's facilities under a Multi-Vendor Service Agreement between Philips and Customer dated **July 1, 2014** (the "Agreement"), and, in connection with this Agreement, has permitted Philips subcontract the following matters:

1. Service agreements for Customer's equipment that is subject to the Agreement ("Equipment");
2. Service support, parts, technical information, End of Life (EOL) and/or End of Service (EOS) notifications and information, service histories, and time and material service for the Equipment; and
3. Training for the Equipment.

In connection with any such subcontract, Philips will distribute to each vendor providing services under the Agreement the protocols by which service will be performed and documented by vendor's staff; and

Agency Authorization
for Philips Healthcare Multi-Vendor Agreements

In connection with the Agreement, Customer has designated Philips as its duly authorized agent to act on Customer's behalf to negotiate, execute, amend, and terminate agreements related to the Equipment for the following:

- All equipment as defined in the Attachment A and / or additional equipment added during the term of the agreement as defined within the System Additions and Deletions process.


Although Philips will be acting as Customer's agent, Philips will pay such vendors directly on behalf of Customer for all amounts that arise from these contracts related to the Equipment. However, if the agreement between Customer and Philips terminates, then Customer will be responsible to perform any obligations defined in the contract or purchase order, or if Philips fails to make any payments due, then vendor may request Customer to make such payment directly to vendor and Customer will make such payment.

In all such instances, Philips will distribute to each vendor providing services under the Agreement (i) the protocols by which service will be performed and documented by vendor's staff and (ii) the protocols by which invoices for services or materials provided for Customer under the Agreement will be received and processed for payment.

This agency authorization is effective at all times the Agreement remains in effect.

**Philips Healthcare, a division
of Phillips Electronics
North America Corporation**

**Riverside County Regional Medical Center
Moreno Valley CA 92555**

Signature: 
Printed Name: Kim Graham
Title: Service Contracts Mgr.
Date: 6-18-14

Signature: _____
Printed Name: _____
Title: _____
Date: _____



GE Healthcare

This Addendum to Quotation ("Addendum") is entered into as of June 17, 2014, by and between Riverside County Regional Medical Center with an address at 26520 Cactus Avenue, Moreno Valley, CA 92555 ("Customer") and General Electric Company, by and through its GE Healthcare division with an address at 9900 Innovation Drive, Wauwatosa, WI 53226 ("GE Healthcare").

WHEREAS, GE Healthcare has provided Customer with that certain Quotation # 99990418A (the "Quotation", attached hereto as Exhibit A) concerning GE Healthcare's desire to sell to Customer, and Customer's agreement to purchase from GE Healthcare, certain GE Healthcare products and/or services listed on such Quotation in accordance with the terms and conditions set forth on the Quotation (the "Agreement"); and

WHEREAS, the parties now desire to amend and/or supplement the Agreement in accordance with the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the premises and the representations and mutual undertakings hereinafter set forth, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to the foregoing and as follows:

1. This Agreement is comprised of:

1. This Addendum;
2. This GE Healthcare Quotation (together with any applicable schedules referred to herein) that identifies the product and/or service offerings purchased or licensed by customer;
3. The County of Riverside Terms and Conditions ("Riverside Terms", attached hereto as Exhibit C);
4. The following documents, as applicable, if attached to or referenced in this Quotation: (i) GE Healthcare Warranty(ies); (ii) GE Healthcare Product Terms and Conditions; (iii) GE Healthcare Service Terms and Conditions and service support deliverables and/or schedules; and (iv) GE Healthcare General Terms and Conditions.

In the event of conflict among the foregoing items, the order of precedence is as listed above.

2. The initial Term of this Agreement shall be twelve (12) months, with the option to renew the Agreement for four (4) additional twelve (12) month terms, for a total of sixty (60) months, upon written notice by the Customer to GE Healthcare at least sixty (60) days prior to the termination date.

3. The GE Healthcare General Terms and Conditions are amended by adding the following four (4) new sections:

"GE Healthcare Holidays. For purposes of this Agreement, "holidays" shall mean as follows:

- New Year's Day
- Memorial Day
- The day before or after Independence Day
- Independence Day
- Labor Day
- Thanksgiving Day
- The day after Thanksgiving
- Veteran's Day
- Christmas Day
- Christmas Eve or the day after Christmas"

"Deletion of Product; Suspension of Coverage. During the term of this agreement, Customer will have the right, in Customer's sole discretion, to suspend, scrap, or sell product(s). Product(s) removed and sold or scrapped may be deleted from coverage under this agreement with at least sixty (60) days' prior written notice to GE Healthcare of the product(s) to

be deleted and the effective date of such deletion. Product(s) that is removed from clinical use but not scrapped or sold (mothballed) may be suspended from coverage under this agreement with at least sixty (60) days' prior written notice to GE Healthcare of the product(s) to be suspended and the effective date of such suspension, until such time as such suspended product(s) is either scrapped or sold or the term of this agreement (or any extension or renewal thereof) expires, or Customer has given GE Healthcare at least sixty (60) days' prior written notice of the effective date of its reinstatement to clinical use. Upon receiving any such notice, GE Healthcare will decrease the price established in this agreement by the portion of the existing price allocated to the deleted or suspended product(s). Notwithstanding the effective date provided in Customer's prior notice, pricing adjustments shall take effect on the date that the product(s) is actually sold, scrapped, or suspended from, clinical use. After the date of any price adjustment for product(s) deletion or during the period of any suspension, neither party will have any further obligations under this agreement (except with respect to suspended product(s) that is subsequently reinstated) for service with respect to the deleted or suspended product(s) except for (i) payment obligations arising prior to the date of the price adjustment and (ii) obligations, promises, or covenants contained in this agreement that, by their terms, must extend beyond the date of the price adjustment."

"**HIPAA Compliance.** GE Healthcare and Customer acknowledge that certain portions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d through d-8 ("HIPAA"), and certain regulations promulgated or to be promulgated pursuant thereto (collectively, "HIPAA Regulations") may apply to the parties, and their relationships and operation under this Agreement. GE Healthcare and Customer acknowledge that they have entered into, or will enter into a Business Associate Agreement that satisfies the respective obligations of both parties under the applicable provisions of HIPAA and the HIPAA Regulations."

"**Insurance Coverage.** The GE Healthcare Standard Certificate of Insurance is attached hereto as Exhibit B."

4. The Section entitled "Exceptions" of the GE Healthcare Statement of Service Deliverables Assurepoint Standard is amended by modifying the first paragraph of such Section to read as follows:

"Product may be excluded from coverage under the Service Agreement and Customer will not be entitled to any remedy if GE Healthcare's failure to provide PM or corrective maintenance service results from (i) Customer cancellation, requested rescheduling or inability to access the Product, (ii) Customer's default, including but not limited to GE Healthcare's suspension of service for failure to make timely payments as stated in the Service Agreement, (iii) negligent care of the Product related to damage by the Customer or abuse (e.g. broken screen due to drop or fall) or (iv) any cause beyond GE Healthcare's reasonable control."

5. Entire Agreement. In the event of any conflict between the terms and conditions of this Addendum on the one hand, and the Agreement on the other hand, the terms and conditions of this Addendum shall govern and control. Except as otherwise expressly provided in this Addendum, the parties agree that all provisions of the Agreement are hereby ratified and agreed to be in full force and effect and are incorporated herein by reference. This Addendum and the Agreement contain the entire agreement among the parties relating to the subject matter herein and all prior proposals, discussions and writings by and among the parties and relating to the subject matter herein are superseded hereby and thereby.

IN WITNESS WHEREOF, Customer and GE Healthcare have caused this Addendum to be executed by their duly authorized representatives as of the day and year first above written.

Riverside County Regional Medical Center

GE Healthcare

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

FORM APPROVED COUNTY COUNSEL
 BY: Neal R. Kipnis 7/11/14
 DATE
 BY: NEAL R. KIPNIS

Exhibit A

Quotation # 99990418A

Please see attached.

INSTRUCTIONS: For convenience, all areas requiring information, initialing or signature by Customer are highlighted within the Agreement pages
AGREEMENT # BILLING ACCOUNT # QUOTE# 99990418A

Customer Name: RIVERSIDE COUNTY REGIONAL MEDICAL CENTER
Information: Address: 26520 CACTUS AVENUE
City: MORENO VALLEY State: CA Zip: 92555

Is above address correct for billing this contract? Yes No If no, please provide correct address below:

Customer Billing Name:
Information: Address:
City: State: Zip:

Please provide the contact name and email address of the person(s)

Contact Name Email address:
1. To be notified when this document is processed:
2. Receive all invoices electronically via email
Individual invoice Consolidated Statement View

The support and prices quoted below are valid provided the customer signs and returns this quote to GE Healthcare by 07-01-2014

TERM: The Term of this Service Agreement is 12 months, commencing on the LATER OF: (a) 07-01-2014 (month/day/year) if Customer signs and returns this Service Agreement within fifteen (15) calendar days of the aforementioned date; or (b) the date of signature below if Customer does not sign and return this Service Agreement within fifteen (15) calendar days of the aforementioned date.

ANNUAL NORMAL FIXED CHARGES: See Schedule A for annual charges and start dates for each item of Equipment. Charges are based on Equipment inventory and coverage levels as of the agreement start date and are subject to change to reflect inventory and coverage modifications, variable charges and other adjustments as specified in this Agreement.

PAYMENT PERIODS: Monthly Normal Fixed Charges are payable in arrears in 12 installments as follows: (1-2, \$4,583.66), (3-3, \$8,819.30), (4-12, \$12,525.49) plus applicable taxes and subject to adjustment as provided in the Agreement. The above is for illustrative purposes only and may likely change based upon additions or deletions to covered equipment inventory, inflation adjustments or other factors that may change your annual support services charges. You will be billed for services beginning with the commencement date. Payment will be due the first of each month. If the commencement date is not the first of the month, the first and last payments will be prorated accordingly. This may increase the total number of periodic payments by one, but will not increase total Normal Fixed Charges.

EQUIPMENT COVERAGE: See attached Schedule (s) to this Support Summary for the description of the Equipment. Service Support coverage and hours, and periodic charges applicable to this Support Summary.

AGREEMENT: This agreement is by and between the customer and GE Healthcare. GE Healthcare agrees to provide and customer agrees to pay for the products and/or services set forth in this agreement in accordance with the terms and conditions set forth herein. This agreement is comprised of (1) this Support Summary, (2) any applicable Addendum, (3) any Schedule(s) referred to herein that identify the Equipment as well as the product and/or service offerings purchased or licensed by customer, (4) the included statement(s) of Deliverables for such products and/or offerings, and (5) the included GE Healthcare Standard Terms and Conditions - Sales and Services and Additional Terms and Conditions - Services. In the event of conflict among the foregoing items, the order of precedence is as numbered above. This agreement constitutes the complete agreement of the parties relating to GE Healthcare's delivery of the products and/or services identified in the GE Healthcare Quotation and supersedes all prior oral or written proposals, statements, agreements, commitments, or understandings with respect to the matters provided for herein. This agreement is not tied to an umbrella purchasing agreement or other group purchasing agreement unless expressly indicated.

Electronic Funds Transfer Authorized? Yes No

PAYMENT TERMS: Payment is due within 30 days of invoice date.

PURCHASE ORDER: Is a Purchase Order required for proper payment of this agreement? Yes No

PO# (please attach copy) PO Expiration Date

CUSTOMER Approved by: (Typed or Printed Name)
Title: (Typed or Printed)
Signature: (Authorized Signature)
Date:

GE HEALTHCARE Approved by: PETER RAMIREZ (Typed or Printed Name)
Title: ASAMP (Typed or Printed)
Signature: (Authorized Signature)
Date: 6/23/14
Prepared By: Shannon Pratt

FORM APPROVED COUNTY COUNSEL
BY: NEAL R. KIPNIS DATE



References herein to "Products" and "Services" mean the Products (including equipment and software) and Services identified on the applicable GE Healthcare Quotation ("Quotation").

1. General Terms

1.1. **Confidentiality.** Each party will treat the terms of this Agreement and the other party's written, proprietary business information as confidential if marked as confidential or proprietary. Customer will treat GE Healthcare (and GE Healthcare's third party vendors') software and technical information as confidential information whether or not marked as confidential and shall not use or disclose to any third parties any such confidential information except as specifically permitted in this Agreement or as required by law (with reasonable prior notice to GE Healthcare). The receiving party shall have no obligations with respect to any information which (i) is or becomes within the public domain through no act of the receiving party in breach of this Agreement, (ii) was in the possession of the receiving party prior to its disclosure or transfer and the receiving party can so prove, (iii) is independently developed by the receiving party and the receiving party can so prove, or (iv) is received from another source without any restriction on use or disclosure.

1.2. **Governing Law.** The law of the state where the Product is installed or the Service is provided will govern this Agreement.

1.3. **Force Majeure.** Neither party is liable for delays or failures in performance (other than payment obligations) under this Agreement due to a cause beyond its reasonable control. In the event of such delay, the time for performance shall be extended as reasonably necessary to enable performance.

1.4. **Assignment; Use of Subcontractors.** Neither party may assign any of its rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, that either party may transfer and assign this Agreement without the other party's consent to any person or entity (except to a GE Healthcare competitor) that is an affiliate of such party or that acquires substantially all of the stock or assets of such party's applicable business if any such assignees agree, in writing, to be bound by the terms of this Agreement. Subject to such limitation, this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. GE Healthcare may hire subcontractors to perform work under this Agreement, provided that GE Healthcare will at all times remain responsible for the performance of its obligations and duties under this Agreement.

1.5. **Amendment; Waiver; Survival.** This Agreement may be amended only in writing signed by both parties. Any failure to enforce any provision of this Agreement is not a waiver of that provision or of either party's right to later enforce each and every provision. The terms of this Agreement that by their nature are intended to survive its expiration (such as the confidentiality provisions included herein) will continue in full force and effect after its expiration.

1.6. **Termination.** If either party materially breaches this Agreement and the other party seeks to terminate this Agreement for such breach, such other party shall notify the breaching party in writing, setting out the breach, and the breaching party will have sixty (60) days following receipt of such notice to remedy the breach. If the breaching party fails to remedy the breach during that period, the other party may terminate this Agreement by written notice to the breaching party. For the avoidance of doubt, this Agreement is not terminable for convenience and may only be terminated in accordance with this Agreement. If GE Healthcare determines in good faith at any time that there are legal or regulatory compliance and/or material credit issues with this Agreement, if any, GE Healthcare may terminate this Agreement (including warranty services hereunder) immediately upon written notice to Customer.

2. Compliance

2.1. **Generally.** This Agreement is subject to (i) GE Healthcare's on-going credit review and approval and (ii) GE Healthcare's on-going determination that Customer and this Agreement comply with all applicable laws and regulations, including those relating to workplace safety, FDA matters, Federal Healthcare Program Anti-kickback compliance, export/import control and money laundering prevention. CUSTOMER ACKNOWLEDGES THAT THE PRODUCTS ARE OR MAY BE SUBJECT TO REGULATION BY THE FDA AND OTHER FEDERAL OR STATE AGENCIES. CUSTOMER SHALL NOT USE OR PERMIT THE PRODUCTS TO BE USED IN ANY MANNER THAT DOES NOT COMPLY WITH APPLICABLE FDA OR OTHER REGULATIONS OR FOR ANY NON-MEDICAL, ENTERTAINMENT, OR AMUSEMENT PURPOSES. Further, Customer represents that it is purchasing the Products for its own use consistent with the terms of this Agreement and that it does not intend to re-sell the Products to any other party or to export the Products outside the country to which GE Healthcare delivers the Products.

2.2. **Cost Reporting.** Customer represents and warrants that it shall comply with (a) the applicable requirements of the Discount Statutory Exception, 42 U.S.C. 1320a-7b(b)(3)(A), and the Discount Safe Harbor, 42 C.F.R. § 1001.952(h), with respect to any discounts Customer may receive under this Agreement and (b) the Warranties Safe Harbor, 42 C.F.R. § 1001.952(g), with respect to any price reductions of an item (including a free item) which were obtained as part of a warranty under this Agreement. Customer agrees that, if Customer is required to report its costs on a cost report, then (i) the discount must be based on purchases of the same good bought within a fiscal year; (ii) Customer must claim the benefit in the fiscal year in which the discount is earned or in the following year; (iii) Customer must fully and accurately report the discount in the applicable cost report; and (iv) Customer must provide, upon request, certain information required to be provided to the Customer by GE Healthcare as a seller or offeror, as appropriate. If Customer is an individual or entity in whose name a claim or request for payment is submitted for the discounted items, the discount must be made at the time of the sale of the good; and the Customer must provide, upon request, certain information required to be provided to the Customer by GE Healthcare as a seller or offeror, as appropriate. GE Healthcare agrees to comply with the applicable requirements for sellers or offerors under the Discount Safe Harbor, as appropriate.

2.3. **Site Access Control and Network Security.** Customer shall be solely responsible for establishing and maintaining security, virus protection, backup and disaster recovery plans for any data, images, software or equipment. GE Healthcare's Services do not include recovery of lost data or images. Customer shall comply with all applicable laws and regulations related to site access control.

2.4. **Environmental Health and Safety.** Customer shall provide and maintain a suitable, safe and hazard-free location and environment for the GE Healthcare Products and Services in material compliance with any written requirements provided by GE Healthcare, perform GE Healthcare recommended routine maintenance and operator adjustments, and ensure that any non-GE Healthcare provided Service is performed by, and GE Healthcare Products are used by, qualified personnel in accordance with applicable user documentation. GE Healthcare shall have no obligation to perform Services until Customer has complied with its obligations under this Section.

2.5. **GE Healthcare-Supplied Parts.** GE Healthcare can make no assurances that Product performance will not be affected by the use of non-GE Healthcare-supplied parts. In some instances, use of non-GE Healthcare-supplied parts may affect Product performance or functionality.

2.6. **Training.** Any Product training identified in the Quotation shall be in accordance with GE Healthcare's then-current training program offerings and terms. Unless otherwise stated in the catalog description, training must be completed within twelve (12) months after (i) the date of Product delivery for training purchased with Products and (ii) the start date for Services for training purchased with Services. If training is not completed within the applicable time period, GE Healthcare's obligation to provide the training will expire without refund.



2.7. Medical Diagnosis and Treatment. All clinical and medical treatment and diagnostic decisions are the responsibility of Customer and its professional healthcare providers.

3. Disputes; Liability; and Indemnity

3.1. Waiver of Jury Trial. EACH PARTY EXPRESSLY WAIVES ALL RIGHTS TO A JURY TRIAL IN CONNECTION WITH ANY DISPUTE ARISING UNDER THIS AGREEMENT.

3.2. Limitation of Liability. GE HEALTHCARE'S (AND ITS REPRESENTATIVES') LIABILITY UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, SHALL NOT EXCEED: (A) FOR PRODUCTS OR SERVICES OTHER THAN SERVICES UNDER AN ANNUAL SERVICE CONTRACT, THE PRICE FOR THE PRODUCT OR SERVICE THAT IS THE BASIS FOR THE CLAIM; OR (B) FOR ANNUAL SERVICE CONTRACTS, THE ANNUAL CONTRACT PRICE FOR THE SERVICE THAT IS THE BASIS FOR THE CLAIM. NEITHER CUSTOMER NOR GE HEALTHCARE (NOR THEIR RESPECTIVE REPRESENTATIVES) SHALL BE LIABLE TO THE OTHER PARTY UNDER THIS AGREEMENT (OR OTHERWISE IN CONNECTION WITH THE PRODUCTS AND SERVICES) FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR LOSS OF PROFITS, REVENUE, TIME, OPPORTUNITY OR DATA, WHETHER IN AN ACTION IN CONTRACT, TORT, PRODUCT LIABILITY, STATUTE, EQUITY OR OTHERWISE. THE LIMITATION OF LIABILITY AND EXCLUSION OF DAMAGES SHALL APPLY EVEN IF THE LIMITED REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE.

3.3. IP Indemnification. GE Healthcare will defend, indemnify and hold harmless Customer from any third party claims for infringement of intellectual property rights arising from Customer's use of GE Healthcare manufactured equipment and/or GE Healthcare proprietary software listed in the Quotation in accordance with their specifications and within the license scope granted in this Agreement. If any such claim materially interferes with Customer's use of such equipment and/or software, GE Healthcare shall, at its option: (i) substitute functionally equivalent non-infringing products; (ii) modify the infringing Product so that it no longer infringes but remains functionally equivalent; (iii) obtain for Customer at GE Healthcare's expense the right to continue to use the infringing Product; or (iv) if the foregoing are not commercially reasonable, refund to Customer the purchase price, as depreciated (based on five (5) year straight-line depreciation), for the infringing Product. Any such claims arising from Customer's use of such infringing Product after GE Healthcare has notified Customer to discontinue use of such infringing Product and offered one of the remedies set forth in clauses (i) through (iv) above are the sole responsibility of Customer. This Section represents Customer's sole and exclusive remedy (and GE Healthcare's sole and exclusive liability) regarding any infringement claim associated with such infringing Product. The above indemnification obligation is conditional upon Customer providing GE Healthcare prompt written notice of the infringement claim after receiving notice of such claim, allowing GE Healthcare to control the defense of such claim, and reasonably cooperating with GE Healthcare in such defense. Notwithstanding any other provision in this Agreement, GE Healthcare shall not have any obligation to Customer hereunder for infringement claims based on or resulting from: (a) use of such infringing Product in combination with any computer software, tools, hardware, equipment, materials, or services, not furnished or authorized in writing for use by GE Healthcare; (b) use of such infringing Product in a manner or environment or for any purpose for which GE Healthcare did not design or license it, or in violation of GE Healthcare's use instructions; or (c) any modification of such infringing Product by Customer or any third party. GE Healthcare shall not be responsible for any compromise or settlement or claim made by Customer without GE Healthcare's written consent. This indemnification obligation is expressly limited to the GE Healthcare manufactured equipment and/or GE Healthcare proprietary software listed in the Quotation.

4. Payment and Finance

4.1. Generally. The payment and billing terms for the Product(s) and/or Service(s) are stated in the Quotation.

4.2. Affiliate Billing. If Customer's order includes Products manufactured by more than one GE Healthcare affiliated company, each affiliated company may invoice Customer separately for the portion of the total price under the Quotation attributable to its Products, under the same payment terms specified in the Quotation. There shall be no additional fees or charges to Customer for such separate invoicing.

4.3. Late Payment. Failure to make timely payment is a material breach of this Agreement, for which (in addition to other available remedies) GE Healthcare may suspend performance under any or all GE Healthcare agreements until all past due amounts are brought current. If GE Healthcare so suspends, GE Healthcare will not be responsible for the completion of planned maintenance due to be performed during the suspension period and any product downtime will not be included in the calculation of any uptime commitment. Interest shall accrue on past-due amounts at a rate equal to the lesser of one-and-one-half percent (1.5%) per month or the maximum rate permitted by applicable law. Customer will reimburse GE Healthcare for reasonable costs (including attorneys' fees) relating to collection of past due amounts. Any credits that may be due to Customer under an agreement may be applied first to any outstanding balance. If Customer has a good faith dispute regarding payment for a particular Product (or subsystem thereof) or Service, such dispute shall not entitle Customer to withhold payment for any other Product (or subsystem thereof) or Service provided by GE Healthcare. GE Healthcare may revoke credit extended to Customer because of Customer's failure to pay for any Products or Services when due, and in such event all subsequent shipments and Services shall be paid for on receipt.

4.4. Taxes. Prices do not include sales, use, gross receipts, excise, valued-added, services, or any similar transaction or consumption taxes ("Taxes"). Customer shall be responsible for the payment of any such Taxes to GE Healthcare unless it otherwise timely provides GE Healthcare with a valid exemption certificate or direct pay permit. In the event GE Healthcare is assessed Taxes, interest or penalty by any taxing authority, Customer shall reimburse GE Healthcare for any such Taxes, including any interest or penalty assessed thereon. Each party is responsible for any personal property or real estate taxes on property that the party owns or leases, for franchise and privilege taxes on its business, and for taxes based on its net income or gross receipts.



- 1. Initial Inventory Verification.** Within ninety (90) days of assuming initial service responsibility, GE Healthcare will complete an inventory of the Product ("Product" means that equipment and software owned or leased by Customer as identified on the applicable GE Healthcare Quotation including GE-equipment and non-GE equipment unless specifically stated) to ensure accuracy. Any Product that cannot be located will be removed from the Product Schedule. Following completion of the inventory, GE Healthcare will provide a copy of the revised Product Schedule for Customer's review and, upon Customer's signed acceptance, the Product Schedule will become final. Upon completion of the inventory, GE Healthcare will make the appropriate adjustments to Total Normal Fixed Charges ("Total Normal Fixed Charges" means the total fixed amount to be paid under an Agreement for Support ("Service Agreement"). It does not include additional charges for services, other items not covered by the Service Agreement but requested by Customer, or any variable charges, if any. GE Healthcare reserves the right to perform periodic additional audits to confirm then-existing inventory.
- 2. Product Inspection.** Any Product covered under this Service Agreement must be in safe, normal operating condition and substantially in compliance with OEM specifications ("Operating Condition") when added to the Product Schedule. GE Healthcare may inspect any Product that has been without GE Healthcare warranty or Service Agreement coverage for more than thirty (30) days. The Service Agreement will be effective for such Product only after a GE Healthcare service representative has determined its eligibility. If service or initial repair is required, the cost will be separately invoiced to Customer at GE Healthcare's then-current list prices.
- 3. Modifications.** Customer is responsible for notifying GE Healthcare to the extent it proposes to add items to the Service Agreement. Customer agrees that changes to Products covered under the Service Agreement may require GE Healthcare to modify the price charged and/or the terms of the service to be provided by GE Healthcare. Any services provided by GE Healthcare at Customer's request that are not covered by the Service Agreement will be furnished at GE Healthcare's then-current standard applicable contract rate.

Product(s) sold by Customer or scrapped by Customer may be deleted from coverage under this agreement with at least sixty (60) days' prior written notice to GE Healthcare of the product(s) to be deleted and the effective date of such deletion, whereby GE Healthcare will decrease the price established in this agreement by the portion of the existing price allocated to the deleted product(s). Pricing adjustments shall take effect on the later of (a) the sixty (60) days notice or (b) the date that the product(s) is actually sold or scrapped from clinical use. After the date of any price adjustment for product(s) deletion, neither party will have any further obligations under this agreement for service with respect to the deleted product(s) except for (i) payment obligations arising prior to the date of the price adjustment and (ii) obligations, promises, or covenants contained in this agreement that, by their terms, must extend beyond the date of the price adjustment. For sake of clarification of this paragraph, Customer shall have no right to terminate this agreement at its convenience, or remove any product from this agreement at its convenience.

- 4. Inflation Adjustment.** After the first year of the Service Agreement, but no more than annually, GE Healthcare may adjust the service fees by an amount no more than the prior twelve (12)-month increase in the U.S. Bureau of Labor Statistics (BLS) Employment Cost Index (ECI) for "Installation, Maintenance and Repair (not seasonally adjusted, total compensation)", or any replacement index as determined by the BLS. This adjustment shall be no more than five percent (5%) annually and Customer will be notified by GE Healthcare at least sixty (60) days prior to any adjustment.
- 5. Warranties.** GE Healthcare warrants that its services will be performed by trained individuals in a professional, workman-like manner. GE Healthcare will promptly re-perform any non-conforming services for no charge as long as Customer provides reasonably prompt written notice to GE Healthcare. The foregoing service remedies are Customer's sole and exclusive remedies (and GE Healthcare's sole and exclusive liabilities) for service warranty claims. These exclusive remedies shall not have failed of their essential purpose (as that term is used in the Uniform Commercial Code) as long as GE Healthcare remains willing to re-perform any non-conforming services for no charge, as applicable, within a commercially reasonable time after being notified of Customer's claim. NO OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE WILL APPLY. GE Healthcare may use refurbished parts during service as long as it uses the same quality control procedures as for new parts. Any part for which GE Healthcare has supplied a replacement shall become GE Healthcare property.
- 6. Software License.** GE Healthcare grants to Customer a non-exclusive, non-transferable license to use for internal business only the GE Healthcare software, third-party software and associated documentation provided hereunder by GE Healthcare to Customer, subject to the license scope and other restrictions set forth in this Service Agreement. Customer may permit its employees, agents and independent contractors to use the software and associated documentation consistent with this Service Agreement; provided, however, that Customer shall be responsible for any acts of its employees, agents and/or independent contractors which are inconsistent with this Service Agreement. Customer may only use any third-party software provided by GE Healthcare together with the GE Healthcare software and will comply with all third-party software license terms included in any click or shrink wrap license or of which GE Healthcare otherwise makes Customer aware. Without GE Healthcare's prior written consent, Customer may not: (i) copy, sublicense, distribute, rent, lease, loan, resell, modify or translate the software or create derivative works based thereon; (ii) directly or indirectly decompile, disassemble, reverse engineer or otherwise attempt to learn the source code, structure, algorithms or ideas underlying the software; (iii) provide service bureau, time share or subscription services based on the software; or (iv) remove, obscure or modify any markings, labels or any notice of the proprietary rights, including copyright, patent and trademark notices of GE Healthcare or its licensors. Customer may make one copy of the software solely for backup purposes. GE Healthcare and its licensors, as applicable, retain all ownership and intellectual property rights to the software and documentation. No license rights are granted (whether by implied license or otherwise), to Customer, except as specifically provided in this section.

7. Independent Contractor. GE Healthcare and Customer are independent contractors and nothing contained in this Service Agreement is intended nor shall it be construed as creating a fiduciary relationship, partnership or joint venture between the parties, except as otherwise agreed in writing by the parties.

- 8. Customer Responsibilities.** In addition any other Customer Responsibilities throughout this Service Agreement, Customer is responsible for the following:
- Ensuring satisfactory power quality and grounding for all Products.
 - Providing all operating and maintenance manuals, warranty information, OEM maintenance requirements, and related materials, including diagnostic software and other tools, pertaining to each non-GE Product. GE Healthcare will acquire any additional necessary operating and maintenance materials that are available at Customer's expense. All such operating and maintenance materials will remain or become Customer property.
 - Repair, replacement, or disposal of any accessories, power supply equipment, uninterruptible power supplies or consumable items, including but not limited to: batteries, cassettes, copier drums, electrodes, fiber optics, fiber optic bundles, filters, laser tubes, film magazines, patient cables, radiation sources, refrigeration compressors, styli, radiation shields, overhead lights or software. Additionally, Customer is responsible for any cosmetic repairs to the Products.
 - Updates for non-GE manufactured Products, as are subject to the policies and conditions imposed by the relevant manufacturer.



- Prior to the commencement of any services hereunder, provide to GE Healthcare (and those employees that will be working on Customer's site) a list of all chemicals or hazardous materials (e.g., asbestos, lead, mercury) located in or on Customer's site that GE Healthcare's employees may be exposed to and/or expected to handle and any associated Material Safety Data Sheets. Customer shall take all necessary and legally required precautions for the health and safety of GE Healthcare personnel who will be performing service at the site, including taking all necessary or legally required actions to properly store, remove and/or remediate any safety conditions or hazardous materials, as well as, maintain a reasonably safe operating environment in accordance with legal requirements so that GE Healthcare can safely perform the services.
 - System Database Management (backup, data integrity, archiving, etc.) and network security (maintaining secure network, network security components, firewalls and security related hardware and/or software).
 - Designating a Customer employee (and an alternate) to as Customer's Product administrator. Such employees will have the necessary technical knowledge and expertise to reasonably assist GE Healthcare technical personnel in performing service, and will place service calls in accordance with those GE Healthcare protocols provided to Customer in writing.
9. **End of Product Support Announcement (Non-GE Product).** Customer agrees to provide GE Healthcare with all information Customer receives regarding end of product life announcements. Regardless of whether Customer provides GE Healthcare with proper notification from the OEM, GE Healthcare may, at its option, remove end-of-life Products from the Product Schedule effective as of the end-of-product life date announced by the OEM. Alternatively, GE Healthcare will move such Products to the End of Life Offering applicable to the specific Product.
10. **End of Support Announcement (GE Product).** If GE Healthcare announces to its customers that it will no longer offer support ("End of Life") for a Product or component, then upon at least twelve (12) months' prior written notice to Customer, GE Healthcare may, at its option, remove any such item from all GE Healthcare Service Agreements, with an appropriate adjustment of charges, without otherwise affecting such Service Agreements. GE Healthcare will use commercially reasonable efforts to continue its support obligations under the Service Agreement for any Product or component that is approaching its End of Life for as long as it is covered by the Service Agreement. Alternatively, at the request of Customer GE Healthcare will move such GE Product to the applicable End of Life Offering.
11. **Connectivity (Applies Only to Products with InSite™ or iLinq™).** Customer will provide GE Healthcare with access via connection validated by GE Healthcare for the Product such as an internet connection, VPN persistent access, or other secure remote access reasonably requested by GE Healthcare to permit GE Healthcare to perform support services and meet service levels, including remote diagnostic, monitoring and repair services. If Customer does not permit GE Healthcare to connect via a connection validated by GE Healthcare for the Product and the service representative must therefore be dispatched to the Customer site, then the Customer will pay GE Healthcare at GE Healthcare's then-current standard applicable contract overtime rate for services performed by the service representative. Unless Customer specifically requests in writing that GE Healthcare disable the remote connection, the remote connection will continue to connect to Customer's Products following expiration of any Service Agreement. For Products not covered by a current Service Agreement, GE Healthcare disclaims any obligation to monitor such products via a remote connection or advise Customer of any possible Product error or malfunction.
12. **Return to Manufacturer Authorization ("RMA") / Repair Depot.** If GE Healthcare, at its sole discretion requires that Customer return Products for service to the GE Healthcare Repair Depot, in lieu of GE Healthcare servicing on-site, such repair service is included at no additional charge. Customer is responsible for any damage incurred during shipment from Customer facility to GE Healthcare Repair Depot.
13. **Exclusions.** Unless expressly indicated on the Product Schedule, this Service Agreement does not cover:
- X-ray tubes, image intensifier tubes, detectors, crystals, probes, user-replaceable parts and supplies (e.g. rubber and elastomer goods, such as breathing circuits, including filters, water traps, tubes, masks, and bags), batteries (unless it requires machine disassembly AND are specified to be replaced on the OEM planned maintenance procedures), user-replaceable cartridges, and cosmetic upgrades or any other parts used to correct/enhance the aesthetic appearance of the Product; GE Healthcare will charge Customer separately for such items;
 - Any defect or deficiency (including failure to conform to Product Specifications and/or Documentation, as applicable) that results, in whole or in part, from any improper storage or handling, failure to maintain the Product in the manner described in any applicable instructions or specifications, inadequate back-up or virus protection or any cause external to the Product or beyond GE Healthcare's reasonable control, including, but not limited to, power failure and failure to keep Customer's site clean and free of dust, sand and other particles or debris;
 - Payment or reimbursement of any facility costs arising from repair or replacement of the Product;
 - Any adjustment, such as alignment, calibration, or other normal preventative maintenance required of Customer, unless such coverage is provided by GE Healthcare as indicated on the Product Schedule;
 - Expendable supply items;
 - Stockpiling of replacement parts;
 - Any non-GE hardware or software that was not commercially available from the OEM on the date such hardware or software was installed, including but not limited to experimental and proprietary hardware or software;
 - Service required under an OEM's warranty or with respect to Product upgrades, installations, certification surveys or Product relocation;
 - Consultation; training or other assistance with Customer use, development, or modification of any items or materials, including software and protocols, not provided by GE Healthcare;
 - Installation, including reusing existing facilities and temporary installation for testing, training, and other purposes;
 - For MR systems, any defect or deficiency that results, in whole or in part, from failure of any water chiller system supplied by Customer or service to any water chiller systems supplied by Customer; and
 - For network and antenna installations not provided by GE Healthcare or its authorized agent(s), network and antenna system troubleshooting will be billable at GE Healthcare's standard service rates.



14. Product Specific Schedules**14.1 CT Specific Schedule.**

14.1.1. Annual CT Usage Adjustment. Normal Fixed Charges have been determined according to Customer's estimate of annual total patient exam volume. GE Healthcare will monitor system usage and tube usage based on patient exams, or in slices depending on Customer's system. When usage is measured in slices, GE Healthcare will infer an approximate number of total patient exams according to the conversion 40 slices = 1 Patient Exam ("Patient Conversion"). Where usage is monitored by slices, if GE Healthcare determines, based on the Patient Conversion, that Customer's actual annual patient exam volume may exceed Customer's estimate or any later-revised usage level, GE Healthcare will request, and Customer agrees to provide, reasonable written verification of the actual annual total patient exam volume. GE Healthcare may adjust Normal Fixed Charges ("Normal Fixed Charges" means the amount of the periodic payments for Support, as specified in the Service Agreement), based on actual usage at anytime, but not more than once every twelve (12) months. Adjustments shall be made to future billings only.

14.2 X-Ray Tube Schedule.

14.2.1. CT/X-RAY Tube Support; New Tube INI Coverage. If indicated on the Product Schedule, GE Healthcare will install a new tube when the term of this Service Agreement begins. Customer agrees to pay GE Healthcare for this tube at the end of this Service Agreement, at GE Healthcare's then-prevailing tube price, upon receipt of GE Healthcare's invoice.

14.2.2. GE Healthcare's Additional Responsibilities for X-Ray Tube Support. GE Healthcare will provide, on an exchange basis, X-Ray tubes GE Healthcare normally sells to replace failed X-Ray tubes in Customer's Product. As part of this service, GE Healthcare will perform a basic Product inspection to verify the overall operation of the Product. Tube Coverage does not cover Product service or repair. If a tube failure occurs within thirty (30) days after GE Healthcare installs a tube, GE Healthcare will waive its installation charge for its installation of the replacement tube, provided (i) the replacement tube installation is during GE Healthcare's applicable coverage hours, (ii) GE Healthcare determines that the tube failure was not caused by a Product problem, and (iii) GE Healthcare determines that Customer has fulfilled all Customer responsibilities with respect to the affected Product under this Service Agreement during the applicable time period. If GE Healthcare determines the Product has a problem that has materially affected or could materially affect tube operation or usage, Customer must correct the problem before the replacement tube will be installed.

14.2.3 Customer Additional Responsibilities for X-Ray Tube Support.

- Customer will maintain a Product maintenance and repair program, including tube warm up, strictly in accordance with written planned maintenance and repair requirements GE Healthcare provides to Customer.
- Customer will repair the Product only with repair parts that meet GE Healthcare's repair part specifications.
- Customer will protect the Product configuration against alteration except as authorized in writing by GE Healthcare or performed by GE Healthcare or GE Healthcare's contractor.
- An operating tube of Customer's will already be in the Product when the term of this Service Agreement begins. No credit will be provided to Customer for its operating tube; there will be no charge to Customer for the tube in the Product at the end of this Service Agreement.

14.3 MR Schedule.

14.3.1 Magnet Maintenance for MR systems with LHe/Ln and Shield Cooler Configured Magnets and Condenser Configured Magnets (K4 Technology). The following terms apply if Magnet Maintenance coverage is indicated on the Product Schedule:

GE Healthcare Responsibilities:

- Adjust, repair, or replace, at GE Healthcare's option, covered components (MR magnet, cryostat, coldhead, cryo-cooler compressor, shim coils).
- Monitor the level of cryogens within the magnet's cryostat, based on Customer's cryostat meter readings.
- Perform cryostat vacuum re-pumping at intervals OEM deems appropriate.
- Perform magnetic field homogeneity adjustments to the extent required by a magnet ramping and/or covered component adjustment, repair, or replacement.

Customer Responsibilities:

- Ensure that any cryo-cooler system of the Product (including those in vans or trailers in transit) is in operation at all times and that GE Healthcare is immediately notified if it is not.
- Ensure that the water chiller system used in conjunction with the cryo-cooler system of the Product (including those in vans or trailers in transit) is in operation at all times and suitably maintained.

14.3.2 Magnet Maintenance for MR Systems With Permanent Magnets. The following terms apply if indicated on the Product Schedule:

- GE Healthcare will perform magnetic field homogeneity adjustments to the extent required by a covered component adjustment, repair, or replacement.

14.3.3. Cryogen Coverage for all MR systems. The following terms apply if indicated on the Product Schedule:

GE Healthcare Responsibilities:

- Refill the cryostat with cryogens as necessary.
- Schedule the delivery of cryogens to the site.
- Transfer cryogens to the Product's cryostat. Unless otherwise agreed, cryogen transfill service will occur between 9 PM and 6 AM. GE Healthcare is not liable for any loss of cryogens during transfer to the cryostat and makes no representation regarding transfer efficiency.



Customer Responsibilities:

- Inform GE Healthcare in writing of Customer designated cryogen representative for the delivery of cryogens to the site, authorize Customer designated cryogen representative to act with Customer's full authority to provide GE Healthcare accurate cryostat meter readings and receive notifications from GE Healthcare relative to cryogen quantity and delivery schedules (for LHe/Ln and shield cooler configured magnets only).
- Provide an appropriate delivery dock and storage facility.

14.3.4. Cryogen Cost Increases. In the event that GE Healthcare's cost for cryogens increases or decreases by more than fifteen percent (15%), as measured against GE Healthcare's cost as of the effective date of this Service Agreement or the cost to GE Healthcare on the date of the most recent adjustment, if any, under this paragraph, GE Healthcare may increase or decrease Customer's Normal Fixed Charges under this Service Agreement in an amount equal to such cost increase upon no less than sixty (60) days' prior written notice to Customer.



The service agreement ("Service Agreement") consists of GE Healthcare's Standard Terms and Conditions - Sales and Service, Additional Terms and Conditions Service, this AssurePoint Standard Statement of Service Deliverables ("AP Standard") and any applicable quotation, work statement or schedule ("Schedule A") attached thereto, and will apply to the service of the GE Healthcare Products. ("Products" mean equipment and software identified herein.) AP Standard is intended to provide essential full-service corrective and preventative maintenance, including all required parts, labor and GE Healthcare Software Updates (as defined herein). If specified herein, remote service diagnosis and repair may be used to maximize Product uptime. AssurePoint Standard gives access to iCenter™ reports that are accessible twenty-four (24) hours per day, seven (7) days a week through GE Healthcare's iCenter website (refer to iCenter Statement of Service Deliverables attached herein).

For Product identified on the Service Agreement as "AssurePoint Standard", GE Healthcare will provide the following:

Hardware and Software Malfunctions and Errors

If the GE Healthcare software fails to perform substantially in accordance with the applicable Licensed Software Documentation as defined herein ("errors") or the hardware provided by GE Healthcare fails to perform substantially in accordance with GE Healthcare's hardware specifications (as such specifications exist on the date the hardware is shipped) ("malfunctions"), then GE Healthcare will use commercially reasonable efforts to fix such errors or malfunctions within a reasonable period of time after notification by Customer or detection by GE Healthcare, provided such errors and/or malfunctions are verifiable and reproducible. Licensed Software Documentation is defined as the GE Healthcare user manuals, on-line help functions, technical specifications and user instructions regarding the operation, installation and use of the software as made available by GE Healthcare to the Customer.

GE Healthcare may provide correction of an error by means of a temporary fix consisting of sufficient programming and operating instructions to implement such error correction that causes the software to perform substantially in accordance with the applicable Licensed Software Documentation. GE Healthcare may include such error correction or an equivalent in Software Updates. Repairs of malfunctions consist of either (a) any modification, adjustment, or repair of the hardware that corrects a malfunction by bringing the hardware into substantial conformity with the hardware specifications or (b) a procedure or routine that, when observed in the regular operation of the hardware, causes the hardware to substantially conform to the hardware specifications.

Corrective Maintenance Service

GE Healthcare will use commercially reasonable efforts to resolve any service issue remotely after the following occurs: (a) Customer's initial call is received by GE Healthcare for corrective maintenance service or (b) detection by GE Healthcare of any error or malfunction. Unless otherwise specified in Schedule A, GE Healthcare will provide phone technical support 24 hours per day, 7 days a week (excluding GE Healthcare holidays), and use commercially reasonable efforts to respond by telephone to a report of an error or malfunction within one (1) hour after notification by the Customer.

If the service issue cannot be resolved remotely, GE Healthcare or its authorized agent(s) will provide onsite corrective maintenance service during the Onsite Coverage Hours stated on Schedule A.

Corrective maintenance service provided outside of Onsite Coverage Hours (including weekends and GE Healthcare holidays, unless otherwise indicated on Schedule A) will be billed at GE Healthcare's then-current standard applicable contract overtime rate.

During Onsite Coverage Hours, the GE Healthcare Field Engineer ("FE") will use reasonable efforts to arrive onsite to begin correcting any malfunctions per the Onsite Response Time indicated on Schedule A. If Customer requests faster response, GE Healthcare may charge an expediting fee.

GE Healthcare will provide at no additional cost all necessary service replacement parts to perform required corrective maintenance service repairs (standard freight included) subject to availability.

Planned Hardware Maintenance ("PM") Service

GE Healthcare or its authorized agent(s) will provide PM pursuant to GE Healthcare and original equipment manufacturer ("OEM") recommended frequencies and hardware specifications as set forth in the applicable service manuals.

Such maintenance will be performed at mutually agreed times during PM Coverage Hours (excluding weekends and GE Healthcare holidays, unless otherwise specified) on Schedule A.

GE Healthcare will provide at no additional cost all necessary service parts to perform the required PM (standard freight included) subject to availability.

Replacement Parts

Replacement parts means the lowest level component repair part available that will bring the Product up to specifications for clinical use ("Replacement Parts"). GE Healthcare will only provide subassemblies or assemblies if a lower level replacement part is not available.

Replacement Parts provided as part of the Service Agreement are supplied only in conjunction with routine repair and maintenance of the Product as such repairs or maintenance are required in the useful life of the Product.

GE Healthcare may, in its sole discretion, decline to provide, or charge additional fees for, such Replacement Parts if GE Healthcare reasonably determines that such parts are unnecessary for routine repair and maintenance of the Product.

A Replacement Part may be provided on a new or exchange (refurbished) basis, at GE Healthcare's sole discretion, as long as it meets or exceeds OEM standards for equivalent quality and reliability equivalent as a new part. In the event an exchange part is provided to the Customer, such part will become GE Healthcare property and will be removed from the Customer's site by the FE or Customer must return the part to GE Healthcare by the date specified in the order to avoid being billed for the non-return of the replaced exchange part.



Except for special order parts as defined below, Replacement Parts will be shipped freight included. If Replacement Parts delivery priority is indicated on Schedule A, it will be subject to shipment cut-off times for the applicable distribution center (times available upon request). Expedited parts delivery is available upon request or an additional fee. Special order parts are Products with very low demand and not regularly stocked by GE Healthcare. GE Healthcare will use commercially reasonable efforts to deliver such parts to Customer if available.

Exceptions

Customer may be excluded from coverage under the Service Agreement and will not be entitled to any remedy if GE Healthcare's failure to provide PM or corrective maintenance service results from (i) Customer cancellation, requested rescheduling or inability to access the Product, (ii) Customer's default, including but not limited to GE Healthcare's suspension of service for failure to make timely payments as stated in the Service Agreement, (iii) improper care of the Product related to damage by the Customer or abuse (e.g. broken screen due to drop or fall) or (iv) any cause beyond GE Healthcare's reasonable control.

Unless expressly indicated on Schedule A, the following items are excluded from coverage under the Service Agreement: x-ray tubes, image intensifier tubes, detectors, stand alone workstations, crystals, probes, sensors, transmission pin sources, transducers, chillers, non-GE supplied coils, MR surface coils on non-GE Product (other than the body coil, MR magnet, cryostat, coldhead, cryo-cooler compressor, shim coils, cryogenics, user-replaceable parts and supplies (e.g. rubber and elastomer goods, such as breathing circuits, including filters, water traps, tubes, masks, and bags), batteries (unless it requires machine disassembly AND are specified to be replaced on the OEM planned maintenance procedures), user-replaceable cartridges, cassettes, copier drums, electrodes, fiber optics, fiber optic bundles, filters, laser tubes, film magazines, patient cables, radiation sources, refrigeration compressors, styli, radiation shields, overhead lights, software, and cosmetic upgrades or any other parts used to correct or enhance the aesthetic appearance of the Product. GE Healthcare will charge Customer separately for such items.

Phone Clinical Applications Support (If available on GE Healthcare Product)

GE Healthcare will provide clinical applications support Monday - Friday, 8:00AM to 5:00PM Central Standard Time, excluding GE Healthcare holidays, by telephone in response to inquiries by Customer personnel that have been trained by GE Healthcare to properly use the software and/or hardware.

Phone Clinical Applications Support (Non-GE Healthcare Product)

As available and indicated on Schedule A, GE Healthcare will provide clinical applications support in the amount of hours set forth in Schedule A on non-GE imaging equipment via the original equipment manufacturer. This support is provided over the phone and is available Monday-Friday, 8:00AM to 5:00PM Central Standard Time, excluding GE Healthcare holidays and original equipment manufacturer holidays. In the event Customer requests support hours in addition to those listed in Schedule A, GE Healthcare shall charge Customer at GE Healthcare's then-current list rates.

TIP™ Answer Line (If indicated on Schedule A) (Not available for Non-GE Healthcare Product)

TIP Answer Line provides toll-free phone access to GE Healthcare's applications experts. TIP Answer Line support is available during modality hours of operation (times available upon request by calling 1-800-682-5327).

Software Updates and Upgrades

Software Updates are included, and consist of any error correction or modification that maintains existing software features and functionality made generally available to GE Healthcare's customer installed base. Software Updates typically will be installed during PM visits per PM Coverage Hours stated on Schedule A. Customer is solely responsible to ensure that all data is appropriately backed up prior to installation of any Software Update.

Software Updates DO NOT include any separately licensed software modules which provide additional functionality relating to an application or feature for the hardware or software.

Software Upgrades are NOT included, and consist of any revisions or enhancements of the software by GE Healthcare that improve or expand existing software features or functionality that are made generally made available for purchase by any GE Healthcare customer.

Additional hardware and/or software (including upgrades to third party software, such as operating system software) required for the Software Updates are excluded. Customer is responsible for the cost of such additional hardware and/or software upgrades and such other changes (including training, project management and integration services) as may be necessary to support the Software Updates.

Remote Diagnostic Service (If indicated on Schedule A)

Remote Diagnostic Service tools allow GE Healthcare to link to and monitor Product performance remotely and troubleshoot or repair emerging technical issues. All Remote Diagnostic Service features described below comply with the access provisions stated in the Service Agreement. The features listed below may not be available on all Products.

InSite™. InSite is GE Healthcare's proprietary remote call support or remote diagnostic troubleshooting capability. InSite support is available during online support modality hours of operation (times available upon request).

iLinq™. iLinq is a communication tool that resides on the Product operator console. It provides the following features (subject to change without notice): (i) *Contact GE*, which provides a direct link to GE Healthcare via an interface on the operator console for Customer to request support and for GE Healthcare to respond and (ii) *messaging*, which provides a status report and historic log of Customer's *Contact GE* requests and allows GE Healthcare to send information to Customer's operator console. GE Healthcare will use commercially reasonable efforts to provide a response to iLinq service requests within 30 minutes.

Uptime Performance Promise (If indicated on Schedule A)



During any year of the Service Agreement, should any Product fail to achieve GE Healthcare's Uptime Commitment, as provided in Schedule A, the Customer will be provided an extension of this Service Agreement for the affected Product by ten (10) calendar days for every percentage point (rounded to the nearest percentage) below GE Healthcare's Uptime Commitment.

Example: If the Uptime Commitment is 95%; a 94% Uptime Performance would result in a coverage extension of ten (10) calendar days, 93% Uptime Performance would result in an extension of twenty (20) days.

The above stated Uptime Performance Promise is the Customer's sole and exclusive remedy for GE Healthcare's failure to meet the specified Uptime Commitment.

Uptime Commitment Calculation

Uptime shall be calculated as follows:

$$\frac{(\text{UptimeBase} - \text{Downtime})}{\text{UptimeBase}}$$

Uptime Base = ("a" hours per day X "b" days per week X 52 weeks) - (PM hours during prior 365 days). Where "a" hours per day and "b" days per week are determined by Customer's elected Onsite Coverage Hours for each Product.

Downtime = total number of hours Product is inoperable and out of service during the Uptime Base Hours.

PM time will not be included in the calculation of downtime. If GE Healthcare's responding service representative agrees the Product is inoperable, the Product will be considered out of service from the time the request for service was received at GE Healthcare's designated facility until the Product is once again turned over to the Customer for operation. Should the Customer fail to give GE Healthcare's responding service representative immediate and unencumbered access to the Product or continue to obtain scans after notifying GE Healthcare of any Product failure, the Product will be considered to be in service.

A Product will be considered inoperable and out of service under the Uptime Performance Promise if the Product is unavailable for scanning patients and diagnosing images on the Product display console or operator's console. Peripheral equipment such as remote console, magnetic tape drive, hard copy devices, multi-format and laser cameras are excluded from the terms of the Uptime Performance Promise. Repair and adjustments required for anything other than Product failure, and damage or inoperability due to any cause outside of GE Healthcare's reasonable control will be excluded from the Uptime Commitment Calculation, including but not limited to damage through misuse, operator error, inadequate environmental or air conditioning protection or failure, power failure and acts of God.

Customer will not be entitled to any remedy if GE Healthcare's failure to meet Uptime Performance Promise results from (i) Customer cancellations, requested rescheduling or inability to access the Product, (ii) Customer's default, including GE Healthcare's suspension of service for failure to make timely payments as stated in the Service Agreement, (iii) improper care of the Product related to damage by the Customer or abuse (e.g. broken screen due to drop or fall) or (iv) any cause beyond GE Healthcare's reasonable control.

Uptime Tracking

Customer will be responsible for the tracking and calculation of uptime. If Customer believes that GE Healthcare did not meet the Uptime Performance Promise, Customer will give written notice to GE Healthcare within a reasonable time following the end of the year period of its failure to meet the Uptime Commitment, along with all pertinent data evidencing GE Healthcare's failure to meet the Uptime Commitment. GE Healthcare shall have a reasonable time to review the information provided, and shall thereafter submit a response to the Customer.

Database Management

GE Healthcare will not be responsible for providing system database maintenance for Customer. All activities related to system database maintenance including but not limited to backup, database administration activities such as adding new users and privileges, merging unspecified exams, updating physician list, archive and data integrity, are the sole responsibility of Customer.

Variable System Usage (if indicated on Schedule A)

The service price for the Product identified on Schedule A as Variable System Usage shall be on a fixed plus variable basis. Customer shall pay the fixed amount for the Product reflected on Schedule A (see Annual Amount column, subject to inflation adjustment if applicable) on the periodic basis set forth in the Service Agreement. In addition, Customer shall pay the Variable System Usage amount for the Product on the periodic basis set forth in the Service Agreement using the following methodology: On a monthly basis, for the Product identified on Schedule A as Variable System Usage, GE Healthcare shall review the amount of Patients per Product. For purposes of this section, "Patient" shall be defined as an individual who undergoes an exam or exams during a single imaging episode. The total amount of Patients per Product shall be multiplied by the Variable System Usage rate set forth in Schedule A (\$/Patient) to create the Variable System Usage amount. The fixed and Variable System Usage amounts will be invoiced separately to Customer in accordance with the Service Agreement. For the sake of clarification, the total price for service of the Product shall consist of the fixed amount set forth on Schedule A, and the Variable System Usage amount as defined herein. Customer understands and acknowledges this price structure, and shall comply with the cost reporting requirements set forth in the Service Agreement related to such price structure. Customer shall provide connectivity to the Product as set forth herein in order for GE Healthcare to access and determine the Patient amount. If Customer does not permit access to the Product for GE Healthcare to determine the Patient amount via a connection validated by GE Healthcare, and a GE Healthcare FE must therefore be dispatched to the Customer site to determine the Patient amount, then Customer will pay GE Healthcare at GE Healthcare's then-current standard applicable contract overtime rate. For those Products included in the Service Agreement, but not identified on Schedule A as Variable System Usage, such Products shall be priced on a fixed basis in accordance with the pricing listed on Schedule A (subject to inflation adjustment if applicable), and this section shall not apply.



Ultrasound Products Only:

Accidental Damage Replacement for GE Ultrasound Probes. (This coverage is not available for non-GE Ultrasound Systems or Probes.)

For Product as indicated on the Schedule, GE Healthcare will provide replacement coverage for Product-related probe failures that occur as a result of normal use or accidental damage. Accidental Probe Damage Replacement does not cover lost probes or damage caused by any use that does not conform to OEM guidelines including improper cleaning, disinfecting. Claims must be made via GE Healthcare's standard service dispatch system. Claims reported after the Agreement term, are not covered even if the damage occurred during the term of the Agreement. TEE Probe coverage is excluded unless otherwise indicated on Schedule A.

Compact Console and Probe Accidental Damage Replacement Coverage (If indicated on Schedule A)

GE Healthcare will provide replacement coverage during the Service Agreement for GE compact systems and probes (e.g., Logiq Book, Vivid i, Vivid q, Venue 40, Voluson i, Voluson e, Logiq e, Vivid e, Logiq i) Product and probe failures that occur as a result of normal operations, handling or storage, and accidental damage (e.g., cracking from high impact drops or probe cable rupture from rolling equipment over cable).

Claims must be made through GE Healthcare's standard service dispatch system. No claims that are reported after expiration or termination of the Service Agreement will be covered under the program, even if the damage occurred prior to expiration or termination.

The program does NOT cover abuse or loss or theft of the Product (e.g., Logiq Book, Vivid i, Vivid q, Venue 40, Voluson i, Voluson e, Logiq e, Vivid e, Logiq i) or any peripherals, probes, or other item, nor does it cover damage to any part of the Product caused by improper cleaning, disinfecting, misuse or any other use that does not conform to the OEM guidelines.

Compact Console Loaner Program (If indicated on Schedule A)

For Product identified on Schedule A as having Loaner Program Coverage, GE Healthcare will provide scheduled or unscheduled repair or maintenance of Customer's covered handheld compact (e.g., Logiq Book, Vivid i, Vivid q, Venue 40, Voluson i, Voluson e, Logiq e, Vivid e, Logiq i) Product. Coverage requires that the Product be returned to GE Healthcare for service. GE Healthcare will provide Customer with a temporary replacement product ("Loaner System") substantially similar to the covered Product returned to GE Healthcare. Shipping costs are included in service coverage. Service of covered Product will be completed within twenty-four (24) hours of GE Healthcare's receipt of the covered Product whenever possible.

Customer is responsible for proper packing of both the covered Product to be returned and the Loaner System. When returning the Product for service, please use the original packing material or any alternative recommended by GE Healthcare. Failure to return the Loaner System within fourteen (14) days of the date GE Healthcare returns the covered Product to the Customer will result in monthly rental fees equal to 1/12 of the original list purchase price of the Loaner System. All shipments must be sent insured for the replacement value of the covered Product being shipped.



AGENCY AUTHORIZATION AGREEMENT FOR SERVICE ON NON-GE EQUIPMENT

Customer named below hereby designates GE Healthcare as its duly authorized agent to act on Customer's behalf to conduct the following business matters:

- ◆ Negotiate and enter into service agreements for the equipment specified in the attached proposal or contract.
- ◆ Obtain service support, parts, parts pricing, technical information (including manuals, software, etc.), service histories, and time and material cost for the equipment specified in the attached proposal or contract.
- ◆ Obtain or develop and negotiate and enter into training agreements for the equipment covered by the attached proposal or contract.

This agency authorization is effective as of the date shown below and continues in force until **06-30-2015**, unless earlier revoked in writing by an authorized representative of Customer.

CUSTOMER INFORMATION

Name: RCRMC
(Facility Name)

By: James P. Hewett
(Printed Authorized Name)

Signature: [Handwritten Signature]
(Authorized Signature)

Title: Procurement Contract Specialist
(Typed or Printed)

Date: 7/1/14



Riverside County Medical Center

Support and prices quoted below are valid provided the customer signs and returns this quote to GE Healthcare by 7/1/2014

Equipment Identifiers	Equipment	Effective Date	Offering	Options	Features	Annual Amount	Comments
System ID: TBD Billing Acct: 000000TBD Serial: 44804 Equipment Location: Main Hosp / Radiology	PHILIPS MV XR PHILIPS EASYDIAG INON-ELEVA IXZP812)	7/1/2014	AssurePoint Standard	INCLUDED: <input type="checkbox"/> Tube Coverage <input type="checkbox"/> Image Intensifier	<input type="checkbox"/> FE Cov. Weekdays: Mon-Fri, 8AM-5PM <input type="checkbox"/> FE Cov. Weekends: No Coverage Hrs <input type="checkbox"/> FE Onsite Response Time: 4 Hour <input type="checkbox"/> iCenter Maintenance Reports: Silver <input type="checkbox"/> InSite / Tech. Phone Support <input type="checkbox"/> Parts Delivery: Priority <input type="checkbox"/> PM Cov.: Mon-Fri, 8AM-5PM <input type="checkbox"/> Uptime Commitment: 97%	\$12,068	
System ID: TBD Billing Acct: 000000TBD Serial: 44805 Equipment Location: Main Hosp / Radiology	PHILIPS MV XR PHILIPS EASYDIAG INON-ELEVA IXZP812)	7/1/2014	AssurePoint Standard	INCLUDED: <input type="checkbox"/> Tube Coverage <input type="checkbox"/> Image Intensifier	<input type="checkbox"/> FE Cov. Weekdays: Mon-Fri, 8AM-5PM <input type="checkbox"/> FE Cov. Weekends: No Coverage Hrs <input type="checkbox"/> FE Onsite Response Time: 4 Hour <input type="checkbox"/> iCenter Maintenance Reports: Silver <input type="checkbox"/> InSite / Tech. Phone Support <input type="checkbox"/> Parts Delivery: Priority <input type="checkbox"/> PM Cov.: Mon-Fri, 8AM-5PM <input type="checkbox"/> Uptime Commitment: 97%	\$12,068	
System ID: TBD Billing Acct: 000000TBD Serial: 44806 Equipment Location: Main Hosp / Radiology	PHILIPS MV XR PHILIPS EASYDIAG INON-ELEVA IXZP812)	7/1/2014	AssurePoint Standard	INCLUDED: <input type="checkbox"/> Tube Coverage <input type="checkbox"/> Image Intensifier	<input type="checkbox"/> FE Cov. Weekdays: Mon-Fri, 8AM-5PM <input type="checkbox"/> FE Cov. Weekends: No Coverage Hrs <input type="checkbox"/> FE Onsite Response Time: 4 Hour <input type="checkbox"/> iCenter Maintenance Reports: Silver <input type="checkbox"/> InSite / Tech. Phone Support <input type="checkbox"/> Parts Delivery: Priority <input type="checkbox"/> PM Cov.: Mon-Fri, 8AM-5PM <input type="checkbox"/> Uptime Commitment: 97%	\$12,068	
System ID: 951486P1 Billing Acct: 630732970 Global Order #: 000274566 Serial: 951486P1 Equipment Location: Main Hosp / Radiology	GE XR APX4+ AND PRIOR XIMB002)	7/1/2014	AssurePoint Standard	INCLUDED: <input type="checkbox"/> Tube Coverage <input type="checkbox"/> Auto Exposure Control <input type="checkbox"/> Battery Replacement Coverage <input type="checkbox"/> Techswitch EXCLUDED: <input type="checkbox"/> Digital Detector Coverage <input type="checkbox"/> Digital Retrofit Kit <input type="checkbox"/> Peripherals <input type="checkbox"/> Printers <input type="checkbox"/> UPS <input type="checkbox"/> VCR <input type="checkbox"/> Workstation	<input type="checkbox"/> FE Cov. Weekdays: Mon-Fri, 8AM-5PM <input type="checkbox"/> FE Cov. Weekends: No Coverage Hrs <input type="checkbox"/> FE Onsite Response Time: 4 Hour <input type="checkbox"/> iCenter Maintenance Reports: Silver <input type="checkbox"/> InSite / Tech. Phone Support <input type="checkbox"/> Parts Delivery: Priority <input type="checkbox"/> PM Cov.: Mon-Fri, 8AM-5PM <input type="checkbox"/> Software Updates: Safety & Quality Updates <input type="checkbox"/> TIP Answer Line <input type="checkbox"/> Uptime Commitment: 97%	\$2,338	



Equipment Identifiers	Equipment	Effective Date	Offering	Options	Features	Annual Amount	Comments
System ID: 951486P2 Billing Acct: 630732970 Global Order #: 0002774267 Serial: 951486P2 Equipment Location: OR / Storage Room	GE XR AMX4+ AND PRIOR (XMB002)	7/1/2014	AssurePoint Standard	<p>INCLUDED:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Tube Coverage <input type="checkbox"/> Auto Exposure Control <input type="checkbox"/> Battery Replacement Coverage <input type="checkbox"/> Techswitch <p>EXCLUDED:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Digital Detector Coverage <input type="checkbox"/> Digital Retrofit Kit <input type="checkbox"/> Peripherals <input type="checkbox"/> Printers <input type="checkbox"/> UPS <input type="checkbox"/> VCR <input type="checkbox"/> Workstation 	<ul style="list-style-type: none"> <input type="checkbox"/> FE Cov. Weekdays: Mon-Fri, 8AM-5PM <input type="checkbox"/> FE Cov. Weekends: No Coverage Hrs <input type="checkbox"/> FE Onsite Response Time: 4 Hour <input type="checkbox"/> iCenter Maintenance Reports: Silver <input type="checkbox"/> InSite / Tech. Phone Support <input type="checkbox"/> Parts Delivery: Priority <input type="checkbox"/> PM Cov: Mon-Fri, 8AM-5PM <input type="checkbox"/> Software Updates: Safety & Quality Updates <input type="checkbox"/> TIP Answer Line <input type="checkbox"/> Uptime Commitment: 97% 	\$2,338	
System ID: 951486P3 Billing Acct: 630732970 Global Order #: 0002774268 Serial: 951486P3 Equipment Location: Main Hosp / Radiology	GE XR AMX4+ AND PRIOR (XMB002)	7/1/2014	AssurePoint Standard	<p>INCLUDED:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Tube Coverage <input type="checkbox"/> Auto Exposure Control <input type="checkbox"/> Battery Replacement Coverage <input type="checkbox"/> Techswitch <p>EXCLUDED:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Digital Detector Coverage <input type="checkbox"/> Digital Retrofit Kit <input type="checkbox"/> Peripherals <input type="checkbox"/> Printers <input type="checkbox"/> UPS <input type="checkbox"/> VCR <input type="checkbox"/> Workstation 	<ul style="list-style-type: none"> <input type="checkbox"/> FE Cov. Weekdays: Mon-Fri, 8AM-5PM <input type="checkbox"/> FE Cov. Weekends: No Coverage Hrs <input type="checkbox"/> FE Onsite Response Time: 4 Hour <input type="checkbox"/> iCenter Maintenance Reports: Silver <input type="checkbox"/> InSite / Tech. Phone Support <input type="checkbox"/> Parts Delivery: Priority <input type="checkbox"/> PM Cov: Mon-Fri, 8AM-5PM <input type="checkbox"/> Software Updates: Safety & Quality Updates <input type="checkbox"/> TIP Answer Line <input type="checkbox"/> Uptime Commitment: 97% 	\$2,338	
System ID: 951486P4 Billing Acct: 630732970 Global Order #: 0002774269 Serial: 951486P4 Equipment Location: Main Hosp / Radiology	GE XR AMX4+ AND PRIOR (XMB002)	7/1/2014	AssurePoint Standard	<p>INCLUDED:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Tube Coverage <input type="checkbox"/> Auto Exposure Control <input type="checkbox"/> Battery Replacement Coverage <input type="checkbox"/> Techswitch <p>EXCLUDED:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Digital Detector Coverage <input type="checkbox"/> Digital Retrofit Kit <input type="checkbox"/> Peripherals <input type="checkbox"/> Printers <input type="checkbox"/> UPS <input type="checkbox"/> VCR <input type="checkbox"/> Workstation 	<ul style="list-style-type: none"> <input type="checkbox"/> FE Cov. Weekdays: Mon-Fri, 8AM-5PM <input type="checkbox"/> FE Cov. Weekends: No Coverage Hrs <input type="checkbox"/> FE Onsite Response Time: 4 Hour <input type="checkbox"/> iCenter Maintenance Reports: Silver <input type="checkbox"/> InSite / Tech. Phone Support <input type="checkbox"/> Parts Delivery: Priority <input type="checkbox"/> PM Cov: Mon-Fri, 8AM-5PM <input type="checkbox"/> Software Updates: Safety & Quality Updates <input type="checkbox"/> TIP Answer Line <input type="checkbox"/> Uptime Commitment: 97% 	\$2,338	



Schedule A

GE Healthcare

Equipment Identifiers	Equipment	Effective Date	Offering	Options	Features	Annual Amount	Comments
System ID: OECB23859 Billing Acct: 630732970 Global Order #: 9999999999 Serial: OECB23859 Equipment Location: OR / Storage Room	GE XR OEC SERIES 9800 (KMS532)	7/1/2014	AssurePoint Standard	INCLUDED: <input type="checkbox"/> Tube Coverage <input type="checkbox"/> Battery Replacement Coverage <input type="checkbox"/> Diacom Gateway <input type="checkbox"/> Digital Acquisition Sys. <input type="checkbox"/> Image Intensifier: 12" II <input type="checkbox"/> Printer's EXCLUDED: <input type="checkbox"/> VCR	<input type="checkbox"/> FE Cov. Weekdays: Mon-Fri, 8AM-5PM <input type="checkbox"/> FE Cov. Weekends: No Coverage Hrs <input type="checkbox"/> FE Onsite Response Time: 6 Hour <input type="checkbox"/> iCenter Maintenance Reports: Silver <input type="checkbox"/> InSite / Tech. Phone Support <input type="checkbox"/> Parts Delivery: Priority <input type="checkbox"/> PM Cov: Mon-Fri, 8AM-5PM <input type="checkbox"/> Software Updates: Safety & Quality Updates <input type="checkbox"/> TIP Answer Line <input type="checkbox"/> Uptime Commitment: 97%	\$9,488	
System ID: TBD Billing Acct: 000000TBD Serial: 42879787 Equipment Location: Radiology/CT	PHILIPS MV CT PHIL BRILLIANCE 64-SLICE (CZP509)	9/15/2014	AssurePoint Standard	INCLUDED: <input type="checkbox"/> Tube Coverage EXCLUDED: <input type="checkbox"/> Mobile <input type="checkbox"/> OEM Applications Phone Support	<input type="checkbox"/> FE Cov. Weekdays: Mon-Fri, 8AM-9PM <input type="checkbox"/> FE Cov. Weekends: No Coverage Hrs <input type="checkbox"/> FE Onsite Response Time: 4 Hour <input type="checkbox"/> iCenter Maintenance Reports: Silver <input type="checkbox"/> InSite / Tech. Phone Support <input type="checkbox"/> Parts Delivery: Priority <input type="checkbox"/> PM Cov: Mon-Fri, 8AM-9PM <input type="checkbox"/> Uptime Commitment: 97%	\$91,060	
System ID: TBD Billing Acct: 000000TBD Serial: 42879788 Equipment Location: Radiology/CT	PHILIPS MV CT PH BRILLIANCE WORKSPACE PORTAL (CZP514)	9/15/2014	AssurePoint Standard		<input type="checkbox"/> FE Cov. Weekdays: Mon-Fri, 8AM-5PM <input type="checkbox"/> FE Cov. Weekends: No Coverage Hrs <input type="checkbox"/> FE Onsite Response Time: 4 Hour <input type="checkbox"/> iCenter Maintenance Reports: Silver <input type="checkbox"/> InSite / Tech. Phone Support <input type="checkbox"/> Parts Delivery: Priority <input type="checkbox"/> PM Cov: Mon-Fri, 8AM-5PM <input type="checkbox"/> Uptime Commitment: 95%	\$4,242	

NET ANNUAL VALUE: \$150,306

Customer: GE Healthcare

Approved By: James Hewett Title: PCS

Signature: [Signature] Date: 7/1/14

Approved By: [Signature] Title: ASAB

Signature: [Signature] Date: 6/23/14



Exhibit B

Certificate of Insurance
Please see attached.

STANDARD CERTIFICATE OF INSURANCE - STD137181

<p>THIS CERTIFICATE IS NOT A POLICY OF INSURANCE AND IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE OF A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</p> <p>NAME AND ADDRESS OF INSURANCE COMPANY: ELECTRIC INSURANCE COMPANY 75 SAM FONZO DRIVE, BEVERLY, MA 01915</p> <p>LDI COI 278928 11 11</p>	<p>THIS DOCUMENT SUPERSEDES ANY CERTIFICATE PREVIOUSLY ISSUED UNDER THIS NUMBER.</p> <p style="text-align: center;">COMPANIES AFFORDING COVERAGES</p> <p>COMPANY LETTER A ELECTRIC INSURANCE COMPANY</p> <p>COMPANY LETTER B</p> <p>COMPANY LETTER C</p> <p>COMPANY LETTER D</p>
<p>NAME AND ADDRESS OF INSURED: GE Healthcare, Wauwatosa, WI - 9900 Innovation Drive, Wauwatosa, WI 53226 USA</p>	

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. IMPORTANT: IF THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED, THE POLICY(IES) MUST BE ENDORSED. IF SUBROGATION IS WAIVED, SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY, CERTAIN POLICIES MAY REQUIRE AN ENDORSEMENT. A STATEMENT ON THIS CERTIFICATE DOES NOT CONFER RIGHTS TO THE CERTIFICATE HOLDER IN LIEU OF SUCH ENDORSEMENT(S).

COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY PERIOD	LIMITS OF LIABILITY		
					EACH OCCURRENCE	AGGREGATE
A	<p>GENERAL LIABILITY</p> <input checked="" type="checkbox"/> COMMERCIAL FORM <input checked="" type="checkbox"/> PREMISES-OPERATIONS <input checked="" type="checkbox"/> XCU <input checked="" type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS HAZARD <input checked="" type="checkbox"/> BLANKET CONTRACTUAL <input checked="" type="checkbox"/> PERSONAL AND ADVERTISING INJURY LIABILITY <input checked="" type="checkbox"/> INDEPENDENT CONTRACTORS <input checked="" type="checkbox"/> SEPARATION OF INSURED <input checked="" type="checkbox"/> CLINICAL TRIALS <input checked="" type="checkbox"/> OCCURRENCE FORM	GL 14-1	1/1/14 TO 1/1/15	BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$ 2,500,000	\$5,000,000
A	<p>AUTOMOBILE LIABILITY</p> <input checked="" type="checkbox"/> COMPREHENSIVE FORM <input checked="" type="checkbox"/> ALL OWNED <input checked="" type="checkbox"/> HIRED <input checked="" type="checkbox"/> NON-OWNED	ML 14-2	1/1/14 TO 1/1/15	BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$2,500,000	
A	<p>EXCESS LIABILITY</p> <input checked="" type="checkbox"/> FOLLOWING FORM	XS 14-1	1/1/14 TO 1/1/15	BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$2,500,000	\$5,000,000
A	<p>WORKERS COMPENSATION AND EMPLOYERS LIABILITY</p> INCLUDES USLS&HW AND JONES ACT COVERAGE AND 'OTHER STATES' ENDORSEMENT	WC 14-1	1/1/14 TO 1/1/15	<input checked="" type="checkbox"/> STATUTORY LIMITS EACH ACCIDENT DISEASE - POLICY LIMIT DISEASE - EACH EMPLOYEE	 \$2,500,000 \$5,000,000 \$2,500,000	

LOCATION:
REMARKS:

CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT BELOW, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES.

<p>NAME AND ADDRESS OF CERTIFICATE HOLDER: 0</p>	<p>DATE ISSUED: 12/23/2013</p> <p style="text-align: center;"><i>Tracy A. Darrin</i></p> <hr style="width: 20%; margin: auto;"/> <p style="text-align: center;">TRACY A. DARRIN Authorized Representative</p>
--	--

Exhibit C

County of Riverside Terms and Conditions
Please see attached.

COUNTY OF RIVERSIDE TERMS AND CONDITIONS

for

DIAGNOSTIC IMAGING SERVICES AGREEMENT

between

COUNTY OF RIVERSIDE

and

GE HEALTHCARE



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This Agreement, made and entered into this 1st day of July, 2014, by and between GE Healthcare, (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in the Support Summary with GE Healthcare Quotation Number 99990459A (herein referred to as "Support Summary"), consisting of twelve (12) pages at the prices stated in Schedule A, consisting of three (3) pages, Exhibit B, Certificate of Insurance, consisting of one (1) page, and Exhibit C, these County of Riverside Terms and Conditions, consisting of eleven (11) pages.

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Schedule A. CONTRACTOR is not to perform services or provide products outside of the Agreement without the express written consent of COUNTY.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continue in effect in accordance with the terms of this Agreement, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of this Agreement. Unless otherwise stated in this Agreement, maximum payments by COUNTY to CONTRACTOR shall not exceed \$150,306 annually including all expenses. Unless otherwise stated in this Agreement, the COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in this Agreement, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 No price increases will be permitted during the first year of this Agreement. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

Riverside County Regional Medical Center
26250 Cactus Avenue
Moreno Valley, CA 92555

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number; quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, request to alter this Agreement. If any such agreed upon alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. Termination

5.1 COUNTY may, upon thirty (30) days written notice and ability for CONTRACTOR to cure said breach, terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.2 After receipt, and notice period is completed or breach is not cured, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.3 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement and at the rates set forth in this Agreement.

5.4 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.5 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

5.6 Notwithstanding anything to the contrary, obligations, promises or covenants contained in this Agreement which by their terms must extend beyond the termination date shall remain in effect.

6. Ownership/Use of Contract Materials and Products

The CONTRACTOR agrees that all specifically requested materials, reports, or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, reports, or products may be used by the COUNTY for any purpose COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

7. Conduct of Contractor

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; or (2) the COUNTY may also terminate this Agreement as outlined in Section 5, Termination, for default because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official as may be necessary by law to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement during regular business hours during the term of this Agreement, upon reasonable written notice to the CONTRACTOR.

9. Independent Contractor

The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

10. Subcontract for Work or Services

CONTRACTOR may hire subcontractors to perform work under this Agreement, provided that CONTRACTOR will at all times remain responsible for the performance of its obligations and duties under this Agreement. CONTRACTOR shall use commercially reasonable efforts to provide COUNTY with notice of its intent to use subcontractors and provide COUNTY with the opportunity to object. In the event that COUNTY objects to CONTRACTOR's use of a subcontractor, CONTRACTOR AND COUNTY will take good faith efforts to resolve the dispute.

11. Disputes

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided in accordance with Section 11.2 of this Agreement. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

11.3 Waiver of Jury Trial. EACH PARTY EXPRESSLY WAIVES ALL RIGHTS TO A JURY TRIAL IN CONNECTION WITH ANY DISPUTE ARISING UNDER THIS AGREEMENT.

12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

13. Use By Other Political Entities

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to COUNTY's affiliates that are health care providers eligible to purchase such product(s) and/or service(s) extended in this Agreement. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

14. Non-Discrimination

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

15. Records and Documents

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least four years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

16. Confidentiality

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

16.3 The CONTRACTOR is subject to and shall operate in compliance with all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, enacted August 21, 1996, and the related laws and regulations promulgated subsequent thereto. Please refer to Attachment 1 of this Agreement.

17. Administration/Contract Liaison

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

Riverside County Regional
Medical Center
26250 Cactus Avenue
Moreno Valley, CA 92555

CONTRACTOR

GE Healthcare
Attn: Americas USCAN General Counsel
9900 Innovation Drive
Wauwatosa, WI 53226

19. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification

21.1 CONTRACTOR agrees to indemnify and save COUNTY harmless from claims by third persons asserted against COUNTY that CONTRACTOR's service of the Equipment has caused bodily injury (including death), if and to the extent such injury is proximately caused by the negligent act or omission of CONTRACTOR and is determined by a court of competent jurisdiction to be a legal liability of CONTRACTOR; and also for claims by third persons asserted against COUNTY that are proximately caused by the failure of CONTRACTOR to perform services contracted for under this Agreement. These indemnification obligations shall be triggered only if COUNTY furnishes to CONTRACTOR prompt written notice and reasonable authority, information and assistance to defend the claim, except that failure to give prompt notice as provided for herein shall not preclude the indemnification if the failure to give prompt notice does not materially impair CONTRACTOR's ability to defend the claim. COUNTY agrees to indemnify and save CONTRACTOR harmless from claims by third persons asserted against CONTRACTOR that service supplied by CONTRACTOR has caused bodily injury (including death), if and to the extent such injury is proximately caused by the negligent act or omission of COUNTY and is determined by a court of competent jurisdiction to be a legal liability of COUNTY, and provided that CONTRACTOR furnishes to COUNTY prompt written notice and requisite authority, information and assistance to defend the claim. **21.2** With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right

to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S indemnification to Indemnitees as set forth herein.

21.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

21.4 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

21.5 In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONTRACTOR from indemnifying the Indemnitees to the fullest extent allowed by law.

22. Insurance

CONTRACTOR shall maintain insurance coverage in accordance with the Certificate of Insurance against all claims that may arise out of or result from the performance of its obligations under the Agreement for which CONTRACTOR may be legally liable. Please refer to CONTRACTOR'S Standard Certificate of Insurance attached hereto as Exhibit B.

22.1 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement.

A. Workers' Compensation:

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

D. General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk

Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

23. General

23.1 Neither party shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of the other; which consent shall not be unreasonably withheld; provided, however, that either party may transfer and assign this Agreement without the other party's consent to any person or entity (except to a CONTRACTOR's competitor) that is an affiliate of such party or that acquires substantially all of the stock or assets of such party's applicable business if any such assignees agree, in writing, to be bound by the terms of this Agreement.

23.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY

to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

23.3 In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

23.4 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

23.5 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will use reasonable efforts to comply with all applicable COUNTY policies and procedures to the extent they do not conflict with CONTRACTOR code of conduct or policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

23.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

23.10 CONTRACTOR shall comply with all applicable requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.