

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



ITEM
3.36
(ID # 4607)

MEETING DATE:

Tuesday, June 20, 2017

FROM : RUHS-MEDICAL CENTER:

SUBJECT: RIVERSIDE UNIVERSITY HEALTH SYSTEM - MEDICAL CENTER: Ratify and Execute the Service Agreement with GE Healthcare to provide Radiology Equipment Maintenance without seeking competitive bids effective June 1, 2017 through June 30, 2018, 5 years; All Districts; [\$246,938 Annually], Hospital Enterprise Funds

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and execute the Service Agreement with GE Healthcare to provide Radiology Equipment Maintenance Services for an annual amount of \$246,938 without seeking competitive bids, effective June 1, 2017 through June 30, 2018 (with the option to renew for four additional years in one-year increments); and
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459 as approved by County Counsel to sign amendments that do not change the substantive terms of the agreement, approve annual renewals, and sign amendments to the compensation provisions that do not exceed ten percent of CPI rates.

ACTION:

Zareh Sakafian, Chief Executive Officer - Health System

6/14/2017

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Tavaglione and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley
Nays: None
Absent: None
Date: June 20, 2017
xc: RUHS-Medical Center, Purchasing

Kecia Harper-Ihem
Clerk of the Board

By:
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 246,938	\$ 246,938	\$ 1,234,690	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Hospital Enterprise Fund 40050			Budget Adjustment No	
			For Fiscal Year: 17/18-21/22	

C.E.O. RECOMMENDATION: APPROVE

BACKGROUND:

Summary

GE Healthcare has flexible solutions that include remote monitoring technology, clinical education and enhanced system software to help RUHS with regulatory equipment maintenance. These technologies will alert staff of necessary maintenance or potential system problems, and potentially enhance clinical capabilities for improved staff and patient satisfaction.

RUHS-MC is a level II Trauma Center and Stroke Center, the CT and MRI are reasons for these accreditation. The radiology equipment for the Medical Center require regularly scheduled inspections, maintenance, and repairs to ensure it maintains and meets regulatory requirements. If equipment is down, the hospital must then go on diversion. Unplanned equipment downtime can cause significant disruptions to the facility's operation and possibly threaten patient care. In order to keep the radiology equipment at optimum levels, the Medical Center require the equipment from GE Healthcare and GE must perform maintenance at regular intervals.

Impact on Residents and Businesses

The hospital, its site-based clinics and community-based clinics serve residents in all five Riverside County supervisorial districts, providing more than 450,000 patient encounters each year. These service agreements will ensure patients receive the care they need without delaying service.

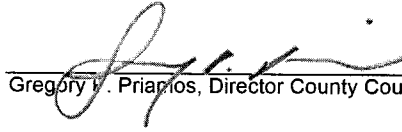
Contract History and Price Reasonableness

Two major companies were reviewed. GE is the manufacturer of the equipment which is currently utilized by the Medical Center and provides the level of service required to support patient care. The REMI Group was unable to provide similar services and could not provide the same level of equipment uptime commitment as GE. Although GE Healthcare was not the lowest cost (a difference of \$56,000), GE provides the level of service and uptime commitment required for the Medical Center patient care.

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


Lisa Brandl, Director of Purchasing and Fleet Services

6/14/2017


Gregory V. Priamos, Director County Counsel

6/14/2017



Date: May 19, 2017
From: Zareh Sarrafian, CEO – Health Systems
To: Board of Supervisors/Purchasing Agent
Via: Bret Geisel, Director of Diagnostic Imaging
Subject: Single Source Procurement; Request for a GE 5 Year Service Maintenance Agreement for New 2016 GE Optima MRI 450 1.5T and New 2016 GE Optima CT 660 64 slice

The below information is provided in support of my Department requesting approval for a single source.

1. **Supplier being requested:** GE Healthcare
2. **Vendor ID:** 113377
3. **Supply/Service being requested:**
Single Source; Request for a GE 5 Year Service Maintenance Agreement for New 2016 GE Optima MRI 450 1.5T and New 2016 GE Optima CT 660 64 slice.
4. **Alternative suppliers that can or might be able to provide supply/service and extent of market search conducted:** Although there are several suppliers that provide CT and MRI equipment and maintenance, two vendors were reviewed. They were GE and REMI. GE was found most responsive and met the needs of the Medical Center.
5. **Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide** (if proprietary software or machinery, hardware, please provide a supporting letter from the manufacturer):
 - GE is part of the GPO agreement and was awarded for the new CT-MRI project for 2016.
 - GE had the service contract for the old CT and MRI that was removed
 - GE has the current contract on our current or 2nd CT Scanner
 - ILINQ RESPONSE TIME: 5 Minutes
 - InSite Onwatch Phone Support
 - DoseWatch Explore
 - Single-device connectioniCenter
 - Repair Parts: Next Day 10:30 AM
 - TIP Answer Line
 - TVA on Demand
 - GE SUPPLIED COILS
 - TIP-Ed Online(TV) SubscriptionThe REMI group was unable to match the services needed as specified above.
6. **Reasons why my department requires these unique features and what benefit will accrue to the county:**
RUHS-MC is a level II Trauma Center and Stroke Center. The CT and MRI is the reason for these accreditation of our RUHS-MC. If equipment is down, then the hospital must go on diversion. Multimillion

dollar equipment needs a service contract for PMs, Maintenance, repairs, training, meet regulatory requirements and would have to pay the high from the OEM for Time and Material.

7. **Period of Performance:** effective upon signature for five years June 1, 2017 – June 30, 2018 (with option to renew for 4 additional years in one year increments)
5 years

Is this an annually renewable contract? No Yes
Is this a fixed-term agreement: No Yes

(A fixed-term agreement is set for a specific amount of time; it is not renewed annually. Ensure fixed-term agreements include a cancellation, non-appropriation of funds, or refund clause. If there is no clause(s) to that effect, then the agreement must be submitted to the Board for approval.)

8. Identify all costs for this requested purchase. If approval is for multiple years, ongoing costs must be identified below. If annual increases apply to ongoing costs such as CPI or other contract increases, provide the estimated annual cost for each consecutive year. If the annual increase may exceed the Purchasing Agent's authority, Board approval must be obtained. (Note: ongoing costs may include but are not limited to subscriptions, licenses, maintenance, support, etc.)

GE Healthcare

Schedule A
Quote ID: FED2162

Riverside University Health System - Medical Center

Support and prices quoted below are valid provided the customer signs and returns this quote to GE Healthcare by 6/7/2017

Equipment Identifiers	Trans. Type	Equipment	Effective Date	Offering	Options	Features	Annual Amount
System ID: 951486NR60 Phys Loc: Asst 119571 Global Order #: 4231358 Asset ID: CSP/De GE13423135811P1	ADD WC	GE CT CT OPTIMA CT660 / Standalone Platform up to 128 slices (E116E)	7/3/2017 through 7/27/2022	AssurePoint Repair	INCLUDED: • RUNG RESPONSE TIME: 2 MIN • SYSTEM AND TUBE COVERAGE up to 1000/1000 EXCLUDED: • RUNG DIAGNOSTIC • HDG CHWHEEL INCLUDED: • MOBILE UNIT • PERIPHERAL DEVICES • Printer • UNINTERRUPTED POWER SUPPLY • WORKSTATION	• CareWatch Explore • Remote Console: Single device connection • FE Coverage: Weekdays, 8AM-5PM, 8AM-5PM • FE Coverage: Weekend, NO COVERAGE NRS • FE Onsite Response Time: 4 Hours • Gender • InSite Response: 6S • InSite/Tech Phone Support • PM Coverage: HOURS/DAYS: MON-FRI: 8AM-5PM • Repair Parts: Included, Next Day 10:30 AM EST, CT • Software Upgrades and Updates: Software and Quality Updates • T/P Answer Line • T/P Ed Onsite/TVL Subscription • Uptime Commitment: 97% • TMA on Demand • No SPH Part Fee for Hard Down	\$102,450
System ID: 951486NR Phys Loc: Asst 119571 Global Order #: 4231362 Asset No: MGT062-1- ZWHPR06	ADD WC	GE MR 1.5T OPTIMA MR450w 16 Channel MGT062	6/7/2017 through 7/27/2022	AssurePoint Repair	INCLUDED: GE SUPPLIED EDG'S RUNG DIAGNOSTIC RUNG RESPONSE TIME: 5 MIN Remote Console: SPECTROSCOPY EXCLUDED: ON-SITE COVERAGE INDIC COVERAGE PERIPHERAL DEVICES Printer Semi-Modular Imaging Table UNINTERRUPTED POWER SUPPLY WORKSTATION MAGNET MAINTENANCE & CRYOGEN	Remote Console: Excluded TMA on Demand FE Coverage: Weekdays, MON-FRI: 8AM-5PM FE Coverage: Weekend, NO COVERAGE NRS FE Onsite Response Time: 2 Hours Gender InSite/Tech Phone Support No SPH Part Fee for Hard Down PM Coverage: HOURS/DAYS: MON-FRI: 8AM-5PM Repair Parts: Included, Next Day 10:30 AM EST, MR Software Upgrades and Updates: Software and Quality Updates T/P Answer Line T/P Ed Onsite/TVL Subscription Uptime Commitment: 97%	\$85,000
System ID: 951486NR Phys Loc: Asst 119571 Global Order #: 4231367 Asset No: MGT067-1- ZWHPR06M	ADD WC	GE MR MR MAGNET MAINTENANCE AND CRYOGEN MGT067	6/7/2017 through 7/27/2022	Magnet Maintenance and Cryogen	INCLUDED: MAGNET 0.5T 1.0T 1.5T INDU-TWIN	FE Coverage: Weekdays, MON-FRI: 8AM-5PM InSite/Tech Phone Support Parts Shipping: Included, Next Day 10:30 AM EST, GENERAL	\$28,000



GE Company Property and Confidential

2017.05.15 - 6P820170514, Q00161231, 100710431028 fed2162 WF

Page 2 of 19

General Electric Company

Equipment Identifiers	Trans. Type	Equipment	Effective Date	Offering	Options	Features	Annual Amount
System ID: 951486MCH1 Phy Loc Acct: 319571 Global Order #: 4231362 Asset No: 5000101-27038993	ADD WC	DIMPLEX MV PR DIMPLEX W02- 8000 CHILLER (FO TONE GE0200)	6/7/2017 through 7/27/2022	AssurePoint Standard	INCLUDED: CHILLER AGE CHILLER AGE < 11 YEARS EXCLUDED: City Water Bypass or Other HW B22 PMS contract	FE Coverage Weekdays: MON-FRI, 8AM-5PM FE Onsite Response Time: 24 Hours PM Coverage HOURS/DAYS: MON-FRI, 8AM-5PM Repair Parts: Included Next Day 10:30 AM LST- GENERAL	\$5,800
System ID: 951486MRC3 Phy Loc Acct: 319571 Global Order #: 4231362 Asset No: 5000101-27038993	ADD WC	CONFIRMA MV PR CONFIRMA CADSTREAM (S/N0031)	6/7/2017 through 7/27/2022	AssurePoint Standard	INCLUDED: VPN CONNECTIVITY CREDIT	FE Coverage Weekdays: MON-FRI, 8AM-5PM FE Coverage Weekends: NO COVERAGE (HR) FE Onsite Response Time: 24 Hours PM Coverage HOURS/DAYS: MON-FRI, 8AM-5PM Repair Parts: Included Next Day 10:30 AM LST- GENERAL	\$8,000
System ID: 951486OPTA1 Phy Loc Acct: 319571 Global Order #: 4231358 Asset No: 5000101-27038977	ADD WC	MEDRAD MV PR MEDRAD STELLANT D EMED075	7/3/2017 through 7/27/2022	AssurePoint Standard	INCLUDED: • MDS COVERAGE	• FE Onsite Response Time: 24 Hours • FE Coverage Weekdays: MON-FRI, 8AM-5PM • FE Coverage Weekends: NO COVERAGE (HR) • PM Coverage HOURS/DAYS: MON-FRI, 8AM-5PM • Repair Parts: Included Next Day 10:30 AM LST- GENERAL	\$4,700
System ID: 951486OPTA1 Phy Loc Acct: 319571 Global Order #: 4231358 Asset No: 5000101-27038986	ADD WC	POWERWARE UPS PR POWERWARE UPS 10 KVA (9150) GEA1131	7/3/2017 through 7/27/2022	AssurePoint Standard	EXCLUDED: • BATTERY REPLACEMENT COVERAGE	• FE Coverage Weekdays: MON-FRI, 8AM-5PM • FE Onsite Response Time: 8-Hours • PM Coverage HOURS/DAYS: MON-FRI, 8AM-5PM • Repair Parts: Included Next Day 10:30 AM LST- GENERAL	\$3,000

NET ANNUAL VALUE:		\$746,938
Customer:	GE Healthcare:	
Approved By: _____ Title: _____	Approved By: _____ Title: _____	
Signature: _____ Date: _____	Signature: _____ Date: _____	

Description:	FY17/18	FY18/19	FY19/20	FY20/21	FY21/22	Total
Ongoing Costs:						
GE CT Optima scalable platform	\$102,438	\$102,438	\$102,438	\$102,438	\$102,438	\$512,190
GE MR 1.5T OPTIMA MR450w 16 Channel	\$95,000	\$95,000	\$95,000	\$95,000	\$95,000	\$475,000
GE MR Magnet Maintenance and Cryogen	\$28,000	\$28,000	\$28,000	\$28,000	\$28,000	\$140,000
DIMPLEX	\$5,800	\$5,800	\$5,800	\$5,800	\$5,800	\$29,000
CONFIRMA	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$40,000
MEDRAD	\$4,700	\$4,700	\$4,700	\$4,700	\$4,700	\$23,500
POWERWARE	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$15,000
Total Costs	\$246,938	\$246,938	\$246,938	\$246,938	\$246,938	\$1,234,690


Note: Insert additional rows as needed

9. Price Reasonableness: (Explain why this price is reasonable or cost effective, and if this service/commodity will be bid out in the future.)

Two major companies were reviewed. GE is the Vendor Make and Model on brand new equipment which met the needs of the Medical Center whereas, the REMI group was unable to match the services needed. REMI was unable to:

- Meet the needs for a Level II trauma center and Stroke Center
- Manage regulatory Preventative Maintenance program
- Promise an Uptime Commitment of 97%
- Provide a Field Engineer Onsite Response Time: 4-Hours for CT and 2 hours for MRI
- Provide Software Upgrades and Updates
- Provide MRI CHILLER Coverage


10. Projected Board of Supervisor Date (if applicable): June 20, 2017


Department Head Signature (or designee) Zareh Sarrafian Print Name Date

Purchasing Department Comments:

Approve Approve with Condition/s Disapprove

Not to exceed: \$ 246,938 One time Annual Amount through 6/30/22
(Date)


Purchasing Agent Date 6/13/17 Approval Number 18-008
(Reference on Purchasing Documents)

List Attachments:



GE Healthcare Service Quotation

AGREEMENT# _____ BILLING ACCOUNT# 319571 QUOTATION ID# 28F8FC5

Customer Information: Name: Riverside University Health System - Medical Center
Address: MEDICAL CENTER 26520 CACTUS AVE
City: MORENO VALLEY State: CA Zip: 92555

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

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

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

	Contact Name:	Email address:
1. To be notified when this Agreement is processed:	_____	_____
2. To receive all invoices electronically via email:	_____	_____

Term*: <u>61</u> months	Agreement Start Date**: <u>June 15, 2017</u>
Billing Frequency: <u>Monthly - Advance</u>	
Payment Schedule***: <u>(1-1, \$6,422.22), (2-2, \$20,027.42), (3-61, \$20,578.17), (62-62, \$1,327.62)</u>	
Payment Terms: <u>Net 30 days of invoice date</u>	Quotation Expiration Date: <u>June 15, 2017</u>
Electronic Funds Transfer Authorized: <input type="checkbox"/> Yes <input type="checkbox"/> No	PO Requirement: <input type="checkbox"/> Yes <input type="checkbox"/> No
	PO #: _____ PO Expiration Date: _____
Service Sales Rep.: <u>Jacob Lethin</u>	
Email: <u>jacob.letthin@ge.com</u>	
Phone: <u>713-410-2492</u>	

*TERM: Automatically renews for additional 12-month periods unless either party provides at least 60 days' written notice prior to the expiration date.
**AGREEMENT START DATE: The "Agreement Start Date" begins on: (a) the above date if Customer signs and returns this Agreement within 15 calendar days of that date; or (b) the date of signature if Customer does not sign and return this Agreement within 15 calendar days of the above date.

ANNUAL CHARGES: See Product Schedule for annual charges, offerings, coverage, and start dates for each Product. Charges are based on Product inventory, offerings, and coverage as of the Agreement Start Date and may change to reflect inventory and coverage modifications, variable charges and other adjustments as specified in this Agreement.

***PAYMENT SCHEDULE: Charges are payable in installments as set forth above plus applicable taxes. These charges may change based on Product additions/deletions, inflation adjustments or other modifications permitted by this Agreement. Customer will be billed beginning on the Agreement Start Date. Payment is due the first of each month. If the Agreement Start Date is not the first of the month, the first and last payments will be prorated.

PRODUCT REMOVAL: Products sold (excluding an assignment of this Agreement) or scrapped by Customer may be removed from this Agreement with 60 days' prior written notice to GE Healthcare, and fees will be adjusted on the later of the end of the notice period or the date the Product is sold or scrapped. Customer has no right to remove a Product at its convenience.

AGREEMENT: This Agreement is between the "Customer" identified above and General Electric Company, through its division, GE Healthcare ("GE Healthcare"), for the sale and purchase of the Services identified in this Quotation, together with any applicable schedules referred to herein ("Quotation"). "Agreement" is defined as the GE Healthcare (1) Quotation; (2) Product Schedule; (3) Statement of Service Deliverables; and (4) Service Terms & Conditions, that apply to the Products and/or Services identified in this Quotation. In the event of conflict, the order of precedence is as listed. GE Healthcare can withdraw this Quotation at any time before "Quotation Acceptance", which occurs when Customer either: (i) signs and returns this Quotation or (ii) provides evidence of Quotation acceptance satisfactory to GE Healthcare. On Quotation Acceptance, this Agreement is the complete and final agreement of the parties relating to the Services identified in this Quotation. There is no reliance on any terms other than those expressly stated or incorporated by reference in this Agreement and, except as permitted in this Agreement, no attempt to modify will be binding unless agreed to in writing by the parties. Modifications may result in additional fees and cannot be made without GE Healthcare's prior written consent.

Handwritten or electronic modifications on this Agreement (except signatures on the signature blocks below) are void. This Agreement is not part of an umbrella or other group purchasing agreement unless otherwise indicated.

The parties have caused this Agreement to be executed by their authorized representative as of the last signature date below.

Customer
Signature: [Signature]
Print Name: JOHN DAVAZO
Title: CHAIRMAN, BOARD OF SUPERVISORS
Date: _____

General Electric Company, through its division, GE Healthcare
Signature: Jacob Lethin
Print Name: _____
Title: HSAM
Date: 6/12/2017

JUN 20 2017
FORM APPROVED COUNTY COUNSEL
BY: [Signature] June 13, 2017
MARTHA ANN KNUTSON DATE

ATTEST:
KECIA HARPER-IHEM, Clerk
By: [Signature]
DEPUTY

JUN 20 2017 3:36

Riverside University Health System - Medical Center

Support and prices quoted below are valid provided the customer signs and returns this quote to GE Healthcare by 6/15/2017

Equipment Identifiers	Trans. Type	Equipment	Effective Date	Offering	Options	Features	Annual Amount
System ID: 951486OPT660 Phy Loc Acct: 319571 Global Order #: 4231358 Asset No: CSPLO4-GE13+4231358+1P1	ADD WC	GE CT CT OPTIMA CT660 / Scalable Platform up to 128 slices (C#16E)	7/3/2017 through 7/2/2022	AssurePoint Rapid	<p>INCLUDED:</p> <ul style="list-style-type: none"> • ILINQ RESPONSE TIME: 5 MIN. • SYSTEM AND TUBE COVERAGE: Up to 0003000 Patients <p>EXCLUDED:</p> <ul style="list-style-type: none"> • ILINQ DIAGNOSTIC • InSite Onwatch • MOBILE UNIT • PERIPHERAL DEVICES • Printers • UNINTERRUPTED POWER SUPPLY • WORKSTATION 	<ul style="list-style-type: none"> • DoseWatch Explore • Remote Console: Single-device connection • FE Coverage Weekdays: MON-FRI, 8AM-9PM • FE Coverage Weekend: NO COVERAGE HRS • FE Onsite Response Time: 4-Hours • iCenter • InSite Response: 05 • InSite/Tech Phone Support • PM Coverage HOURS/DAYS: MON-FRI, 8AM-9PM • Repair Parts: Included, Next Day 10:30 AM LST-CT • Software Upgrades and Updates: Software and Quality Updates • TIP Answer Line • TIP-Ed Online(TV) Subscription • Uptime Commitment: 97% • TVA on Demand • No SPH Part Fee for Hard Down 	\$102,438
System ID: 951486MR Phy Loc Acct: 319571 Global Order #: 4231362 Asset No: MSF062-1-29HP9IQB	ADD WC	GE MR 1.5T OPTIMA MR450w 16 Channel (MSF062)	6/15/2017 through 7/2/2022	AssurePoint Rapid	<p>INCLUDED:</p> <ul style="list-style-type: none"> • GE SUPPLIED COILS • ILINQ DIAGNOSTIC • ILINQ RESPONSE TIME: 5 MIN. • InSite Onwatch • SPECTROSCOPY <p>EXCLUDED:</p> <ul style="list-style-type: none"> • CHILLER COVERAGE • IROC COVERAGE • PERIPHERAL DEVICES • Printers • Sentinelle Breast Imaging Table • UNINTERRUPTED POWER SUPPLY • WORKSTATION • MAGNET MAINTENANCE & CRYOGEN 	<ul style="list-style-type: none"> • Remote Console: Excluded • TVA on Demand • FE Coverage Weekdays: MON-FRI, 8AM-9PM • FE Coverage Weekend: NO COVERAGE HRS • FE Onsite Response Time: 2-Hours • iCenter • InSite/Tech Phone Support • No SPH Part Fee for Hard Down • PM Coverage HOURS/DAYS: MON-FRI, 8AM-9PM • Repair Parts: Included, Next Day 10:30 AM LST-MR • Software Upgrades and Updates: Software and Quality Updates • TIP Answer Line • TIP-Ed Online(TV) Subscription • Uptime Commitment: 98% 	\$95,000
System ID: 951486MRC Phy Loc Acct: 319571 Global Order #: 4231362 Asset No: MSC282-1-29HPZ9VM	ADD WC	GE MR MR MAGNET MAINTENANCE AND CRYOGEN (MSC282)	6/15/2017 through 7/2/2022	Magnet Maintenance and Cryogen	<p>INCLUDED:</p> <ul style="list-style-type: none"> • MAGNET: 0.5T, 1.0T, 1.5T (NON-TWIN) 	<ul style="list-style-type: none"> • FE Coverage Weekdays: MON-FRI, 8AM-9PM • InSite/Tech Phone Support • Parts Shipping: Included, Next Day 10:30 AM LST-GENERAL 	\$28,000



Equipment Identifiers	Trans. Type	Equipment	Effective Date	Offering	Options	Features	Annual Amount
System ID: 951486MRCH1 Phy Loc Acct: 319571 Global Order #: 4231362 Asset No: SDI020-1-2BD35959	ADD WC	DIMPLEX MV PR DIMPLEX W02-5000 CHILLER (20 TON) (SDI020)	6/15/2017 through 7/2/2022	AssurePoint Standard	INCLUDED: CHILLER AGE: CHILLER AGE <11 YEARS EXCLUDED: City Water Bypass or Other H/W R22 Refrigerant	FE Coverage Weekdays: MON-FRI, 8AM-5PM FE Onsite Response Time: 24 Hours PM Coverage HOURS/DAYS: MON-FRI, 8AM-5PM Repair Parts: Included, Next Day 10:30 AM LST-GENERAL	\$5,800
System ID: 951486MRCCS Phy Loc Acct: 319571 Global Order #: 4231362 Asset No: SCN001-1-2CABAORR	ADD WC	CONFIRMA MV PR CONFIRMA CADSTREAM (SCN001)	6/15/2017 through 7/2/2022	AssurePoint Standard	INCLUDED: VPN CONNECTIVITY CREDIT	FE Coverage Weekdays: MON-FRI, 8AM-5PM FE Coverage Weekend: NO COVERAGE HRS FE Onsite Response Time: 24 Hours PM Coverage HOURS/DAYS: MON-FRI, 8AM-5PM Repair Parts: Included, Next Day 10:30 AM LST-GENERAL	\$8,000
System ID: 951486OPTINJ Phy Loc Acct: 319571 Global Order #: 4231358 Asset No: SME047-1-2F0M8FZ7	ADD WC	MEDRAD MV PR MEDRAD STELLANT D (SME047)	6/15/2017 through 7/2/2022	AssurePoint Standard	INCLUDED: • XDS COVERAGE	• FE Onsite Response Time: 24 Hours • FE Coverage Weekdays: MON-FRI, 8AM-5PM • FE Coverage Weekend: NO COVERAGE HRS • PM Coverage HOURS/DAYS: MON-FRI, 8AM-5PM • Repair Parts: Included, Next Day 10:30 AM LST-GENERAL	\$4,700
System ID: 951486OPTUPS Phy Loc Acct: 319571 Global Order #: 4231358 Asset No: SEA113-1-2F0K0168	ADD WC	POWERWARE MV PR POWERWARE UPS 10 KVA (9155) (SEA113)	6/15/2017 through 7/2/2022	AssurePoint Standard	EXCLUDED: • BATTERY REPLACEMENT COVERAGE	• FE Coverage Weekdays: MON-FRI, 8AM-5PM • FE Onsite Response Time: 6-Hours • PM Coverage HOURS/DAYS: MON-FRI, 8AM-5PM • Repair Parts: Included, Next Day 10:30 AM LST-GENERAL	\$3,000

NET ANNUAL VALUE:

\$246,938

Customer:

GE Healthcare:

Approved By: _____ Title: _____

Approved By: _____ Title: _____

Signature: _____ Date: _____

Signature: _____ Date: _____

Jacob
Lethin

Digitally signed by Jacob Lethin
DN: cn=Jacob Lethin
o=General Electric Company
e=Jacob.Lethin@ge.com
Reason: I agree to the terms defined by the placement of my signature in this document
Location: Inland Empire
Date: 2017-06-12 11:06-07:00





- 1. Definitions.** As identified in this Agreement, "Equipment" is hardware and embedded software that is licensed with the purchase of the hardware delivered to Customer in GE Healthcare's packaging and with its labeling; "Software" is software developed by GE Healthcare and/or delivered to Customer in GE Healthcare's packaging and with its labeling, and Documentation associated with the software; "Third Party Software" and "Third Party Equipment" are respectively software developed by a third party, and hardware and embedded software that is licensed with the purchase of the hardware, that is delivered to Customer in the third party's packaging and with its labeling (collectively, "Third Party Product"); "Product" is Equipment, Software and Third Party Product; and "Services" is Product support or professional services. "Healthcare IT Products" are: (i) Software identified in the Quotation as "Centricity"; (ii) Third Party Software licensed for use in connection with Centricity Software; (iii) hardware used to operate Centricity or Third Party Software; (iv) Services provided for implementation, installation or support and maintenance of Centricity or Third Party Software; and/or (v) any Product or Service that is identified in a Healthcare IT Quotation. "Documentation" is the online help functions, user instructions and manuals regarding the installation and operation of the Product as made available by GE Healthcare to Customer.
- 2. Term and Termination.** Services and/or Software licenses will have individual term lengths identified in the Quotation. If there is a material breach of this Agreement that is not cured by the breaching party within 60 days from receipt of written notice, the non-breaching party can terminate it. Other than as set forth in this Agreement, neither party can unilaterally terminate this Agreement. Any remaining undisputed, unpaid fees become immediately due and payable on expiration or termination.
- 3. Inventory.** GE Healthcare will complete an inventory of Products and provide an updated Product schedule ("Product Schedule"). Products must be in safe, normal operating condition and comply with original equipment manufacturer ("OEM") specifications in order to be added to the Product Schedule, and GE Healthcare is not liable or responsible for any preexisting defect, malfunction or necessary repairs.
- 4. Product Removal.** Product sold (excluding an assignment of this Agreement) or scrapped by Customer may be removed from this Agreement with 60 days' prior written notice to GE Healthcare, and fees will be adjusted on the later of the end of the notice period or the date the Product is sold or scrapped. Customer has no right to remove a Product at its convenience.
- 5. Warranty.** GE Healthcare warrants that its Service will be performed by trained individuals in a professional, workman-like manner. GE Healthcare will re-perform non-conforming Service as long as Customer provides prompt written notice to GE Healthcare. NO OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WILL APPLY.
- 6. Loaner Units.** GE Healthcare may provide a loaner unit during extended periods of Service. If a loaner unit is provided: (i) it is for Customer's temporary use at the location identified in the Quotation; (ii) it will be returned to GE Healthcare within 5 days after the Product is returned to Customer, and if it is not, GE Healthcare may repossess it or invoice Customer for its full list price; (iii) it, and all programs and information pertaining to it, remain GE Healthcare property; (iv) risk of loss is with Customer during its possession; (v) Customer will maintain and return it in proper condition, normal wear and tear excepted, in accordance with GE Healthcare's instructions; (vi) it will not be repaired except by GE Healthcare; (vii) GE Healthcare will be given reasonable access to it; (viii) Customer is not paying for its use, and Customer will ensure charges or claims submitted to a government healthcare program or patient are submitted accordingly; and (ix) prior to returning it to GE Healthcare, Customer will delete all information, including PHI, from it and its accessories, in compliance with industry standards and instructions provided by GE Healthcare.
- 7. License Registration.** Online registration as a licensee may be required for receipt of Software and Documentation.
- 8. Customer Responsibilities.** Customer must: (i) maintain power quality, grounding, temperature, humidity and repairs due to power anomalies, all as necessary for Products to operate within OEM specifications; (ii) ensure labeling complies with regulations; (iii) provide Third Party Product warranty and operating and maintenance manuals, maintenance and service requirements (e.g., software, tools, phantoms), or pay GE Healthcare for acquiring these materials; (iv) repair, replace and dispose of accessories and consumables, unless the item is identified on the Product Schedule or GE Healthcare is legally required to take the item back; (v) update Third Party Product; (vi) maintain licenses, permits and other approvals required to receive or use radioactive sources and provide the sources needed for calibration and performance checks; (vii) provide access to Products during Service coverage hours; and (viii) if required by GE Healthcare, sign an agency authorization letter to provide Services. Service for Products not maintained to OEM specifications may result in additional charges. Customer cannot stockpile replacement parts.
- 9. End of Product Support.** GE Healthcare may remove any Third Party Product from this Agreement on or after the end of Third Party Product support/life date announced by the OEM, and fees will be adjusted accordingly. If GE Healthcare announces to customers that it will no longer support Equipment, Software or a component, then upon at least 12 months' prior notice, GE Healthcare may remove the item from this Agreement and adjust fees without otherwise affecting this Agreement.
- 10. Return for Repair.** Prior to shipping Product to GE Healthcare for repair, Customer will back up and remove data stored on the Product. Customer is responsible for damage during shipment to GE Healthcare. GE Healthcare may remove data stored on the Product prior to sending it back to Customer and will provide standard shipping.
- 11. Exclusions.** Unless identified on the Product Schedule, this Agreement does not cover: (i) tubes, detectors, probes, chillers, crystals, batteries, accessories, consumables, user-replaceable items, supplies, cosmetic upgrades or parts used to correct/enhance Product appearance; (ii) a defect, deficiency or repairs due to improper storage or handling, failure to maintain Product according to OEM instructions/specifications, inadequate backup or virus protection, cyber-attacks, or any cause external to the Product or beyond GE Healthcare's control; (iii) payment/reimbursement of facility costs arising from repair/replacement of Product; (iv) adjustment, alignment, calibration, or planned

maintenance; (v) Third Party Software or Third Party Equipment that was not commercially available from the OEM on the date the item was installed; (vi) OEM warranty service or recalls; (vii) Product upgrades, certification surveys and relocations; (viii) consultation, training or assistance with use, development, or modification of items/materials (e.g., software and protocols); (ix) installation and reusing existing facilities for testing, training and other purposes; (x) MR-related defect from failure of a Customer water chiller system or service to water chiller system; (xi) Healthcare IT Products; and (xii) non-GE Healthcare network/antenna installations/troubleshooting.

12. Existing Service Arrangements. This Agreement does not apply to Products covered by arrangements/warranties from other vendors until the end or termination of those arrangements/warranties. If Products covered by another arrangement/warranty are added to this Agreement, they will be added on the day following the end or termination of the other arrangement/warranty.

13. Hourly Billed Services. Services not covered by this Agreement are hourly-billed services and may have a 2-hour minimum charge.

14. Inflation. After the 1st year of a Service agreement, but no more than annually and with 60 days' prior notice, GE Healthcare may increase fees by an amount no more than the prior 12-month increase in the U.S. Bureau of Labor Statistics ("BLS") Employment Cost Index for "Installation, Maintenance and Repair (not seasonally adjusted, total compensation)" or any replacement index as determined by BLS, capped at 5% annually.

15. Payment and Taxes.

15.1. Late Payment. Customer must raise payment disputes before the payment due date. For any undisputed late payment, GE Healthcare may: (i) suspend performance under this Agreement until all past due amounts are paid; (ii) charge interest at a rate no more than the maximum rate permitted by applicable law; and (iii) use unapplied funds due to Customer to offset any of Customer's outstanding balance. If GE Healthcare suspends performance, any downtime will not be included in the calculation of any uptime commitment. If Customer fails to pay when due: (a) GE Healthcare may revoke its credit and designate Customer to be on credit hold; and (b) all subsequent shipments and Services must be paid in full on receipt.

15.2. Taxes. Prices do not include applicable taxes, which are Customer's responsibility.

16. Product Specific Service Terms.

16.1. Tube Support (Excluding C-Arms). GE Healthcare will provide tubes, on an exchange basis, to replace failed tubes. Customer will: (i) maintain a Product maintenance and repair program, including tube warm up, in accordance with GE Healthcare planned maintenance and repair requirements; (ii) repair the Product with repair parts that meet OEM specifications; and (iii) protect Product configuration against alteration except as authorized by GE Healthcare. Product must have an operational tube on the Agreement Start Date (as defined in the Quotation). No credit will be provided to Customer for the tube.

16.2. Magnetic Resonance ("MR").

16.2.1. Magnet Maintenance.

16.2.1.1. If magnet maintenance for MR systems with Lhe/Ln and shield cooler-configured magnets and condenser-configured magnets (K4 technology) is identified on the Product Schedule, GE Healthcare will: (i) adjust, repair, or replace covered components (i.e., MR magnet, cryostat, coldhead, cryo-cooler compressor, shim coils); (ii) monitor cryogen levels within the magnet cryostat, based on Customer cryostat meter readings; and (iii) perform magnetic field homogeneity adjustments to the extent required by magnet ramping or covered component adjustment, repair or replacement. Customer will ensure that the Product's cryo-cooler system and water chiller system used with the cryo-cooler system (including in vans or trailers in transit) are operational at all times and maintained, and immediately notify GE Healthcare if it is not.

16.2.1.2. If magnet maintenance for MR systems with permanent magnets is identified on the Product Schedule, GE Healthcare will perform magnetic field homogeneity adjustments to the extent required by a covered component adjustment, repair or replacement.

16.2.2. Remote Magnet Monitoring for non-GE Healthcare Systems. If remote magnet monitoring for non-GE Healthcare systems is identified on the Product Schedule, GE Healthcare will: (i) remotely monitor operating parameters of the MR magnet refrigeration system; (ii) oversee installation of remote monitoring hardware; and (iii) maintain the hardware. Customer will provide power, access and remote connectivity as needed for remote magnet monitoring.

16.2.3. Cryogen Coverage. If cryogen coverage for MR systems is identified on the Product Schedule, GE Healthcare will: (i) refill the cryostat with cryogens as necessary; (ii) schedule the delivery of cryogens; and (iii) transfer cryogens to the Product's cryostat. Cryogen transfill service will occur between 9pm-6am local time. GE Healthcare is not liable for cryogen loss or transfer efficiency during transfer to the cryostat. Customer will: (a) inform GE Healthcare of its authorized cryogen representative who will provide GE Healthcare accurate cryostat meter readings and receive notifications relative to cryogen quantity and delivery schedules (for Lhe/Ln and shield cooler configured magnets only); and (b) provide a delivery dock and storage facility.

16.2.4. Cryogen Cost Increases. If GE Healthcare's cryogen cost increases by more than 15%, as measured against its cost as of the Agreement Start Date (as defined in the Quotation) or its cost on the date of the most recent adjustment, GE Healthcare may increase Service fees in an amount equal to such cost increase.

16.3. Cyclotron. GE Healthcare will work in accordance with its health and safety rules and applicable radiation and radioactive materials safety laws and regulations, whichever is more stringent, including assessment and management of radiation dose in accordance with the As Low As Reasonably Achievable ("ALARA") standard. Customer will follow all reasonable ALARA guidelines to maintain and control the radiation exposures as far below the dose limits as possible. Customer will: (i) if requested by GE Healthcare, remove targets prior to Service; (ii) place targets in an appropriately shielded area/container during Service; (iii) replace targets following Service; (iv) provide at least 24 hours of Product downtime prior to planned maintenance; (v) provide GE Healthcare with Customer's emergency and site-specific safety procedures; (vi) ensure that a Customer representative is available in the work area during Service; (vii) confirm that GE Healthcare personnel and their tools and accessories are free from contamination prior to leaving Customer's facility; and (viii) store and dispose of waste generated by the Service activity in compliance with applicable laws and regulations. GE Healthcare reserves the right not to enter areas with dose rates in excess of 2 mSv/hour at the position where work will be performed. Other radiation exposure limits may apply to the Service activity, including daily or personal

cumulative dose limits, and local requirements, which could prevent Service of the cyclotron until radiation levels are reduced.

17. General Terms.

17.1. Confidentiality. Each party will treat this Agreement and the other party's proprietary information as confidential, meaning it will not use or disclose the information to third parties unless permitted in this Agreement or required by law. Customers are not prohibited from discussing patient safety issues in appropriate venues.

17.2. Governing Law. The law of the State where the Product is installed or the Service is provided will govern this Agreement.

17.3. Force Majeure. For non-monetary obligations, performance time will be reasonably extended for delays beyond a party's control.

17.4. Assignment; Use of Subcontractors. Rights and obligations under this Agreement cannot be assigned without the other party's prior written consent, unless: (i) it is to an entity (except to a GE Healthcare competitor) that (a) is an affiliate or parent of the party or (b) acquires substantially all of the stock or assets of such party's applicable business, Product line or Service thereof; and (ii) the assignee agrees in writing to be bound by this Agreement, including payment of outstanding fees. GE Healthcare may hire subcontractors to perform work under this Agreement but will remain responsible for its obligations.

17.5. Waiver; Survival. If any provision of this Agreement is not enforced, it is not a waiver of that provision or of a party's right to later enforce it. Terms in this Agreement related to intellectual property, compliance, data rights and terms that by their nature are intended to survive its end will continue in full effect after its end.

18. Compliance.

18.1. Generally. Each party will comply with applicable laws and regulations. Customer is only purchasing or licensing Products for its own medical, billing and/or non-entertainment use in the United States. GE Healthcare will not deliver, install, service or train if it discovers Products have been or are intended to be used contrary to this Agreement. This Agreement is subject to GE Healthcare's ongoing credit review and approval. Customer is aware of its legal obligations for cost reporting, including 42 C.F.R. § 1001.952(g) and (h), and will request from GE Healthcare any information beyond the invoice needed to fulfill Customer's cost reporting obligations. GE Healthcare will provide safety-related Equipment and Software updates required by applicable laws and regulations at no additional charge.

18.2. Security. Customer must provide network and Product security, virus protection, backup, data integrity, and recovery of data, images, software or equipment; GE Healthcare is not responsible for recovery of lost or damaged data or images. NEITHER PARTY WILL BE LIABLE FOR DAMAGES CAUSED BY UNAUTHORIZED ACCESS TO THE NETWORK OR PRODUCT IN SPITE OF A PARTY'S COMPLIANT SECURITY MEASURES.

18.3. Environmental Health and Safety. GE Healthcare has no obligation to provide Products and/or Services until Customer: (i) provides and maintains a safe, hazard-free environment in material compliance with applicable Federal, State, and local requirements and written requirements provided by GE Healthcare; (ii) provides to GE Healthcare onsite personnel with a list of chemical/hazardous materials with which these personnel may come into contact, related safety data sheets and its written safety procedures; (iii) performs GE Healthcare recommended routine maintenance and operator adjustments; and (iv) ensures that service not provided by GE Healthcare is performed, and Products are used, in accordance with applicable documentation. Before Customer sends a Product to GE Healthcare (e.g., for repair, loaner return) or GE Healthcare services a Product, Customer will remove bodily fluids and remediate hazardous conditions that may cause injury or illness, and be responsible for managing, storing and disposing of all waste material, unless GE Healthcare is legally required to take back the materials. Customer is responsible, at its expense, for: (a) controlling access to, and all operations and protocols of, the Product and the site, as well as ensuring compliance with environmental and health and safety regulations; (b) obtaining required permits and licenses, including any required to handle or produce radioactive materials; (c) decommissioning and disposal requirements of its facilities; and (d) as applicable, complying with GMP and/or pharmaceutical regulations. Customer will provide radioactive materials for calibration and testing of the Product.

18.4. Parts and Tubes. GE Healthcare: (i) recommends the use of parts it has validated for use with the Product; (ii) is not responsible for the quality of parts supplied by third parties to Customer; and (iii) cannot assure Product functionality or performance when non-validated parts are used. Certain Products are designed to recognize GE Healthcare-supplied tubes and report the presence of a non-GE Healthcare tube; GE Healthcare is not responsible for the use of, or effects from, non-GE Healthcare supplied tubes.

18.5. Training. GE Healthcare's training does not guarantee that: (i) Customer trainees are fully trained on Product use, maintenance or operation or (ii) training will satisfy any licensure or accreditation. Customer must ensure its trainees are fully qualified in the use and operation of the Product. Unless otherwise identified in the training catalog, Customer will complete training within 12 months after: (a) if with a Product purchase, the date of Product delivery; (b) if with a Services purchase, the start date for Services; or (c) if with a training-only purchase, the date training is ordered. If not done within this time period (other than because of GE Healthcare's fault), training expires without refund.

18.6. Medical Diagnosis and Treatment. All clinical and medical treatment, diagnostic and/or billing decisions are Customer's responsibility.

18.7. Connectivity. If a Product has remote access capability, Customer must provide GE Healthcare with, and maintain, remote access to the Product by a GE Healthcare-validated connection to permit GE Healthcare to perform Services. If remote access is not provided, GE Healthcare reserves the right to charge Customer for onsite support at GE Healthcare's then-current billing rate. The remote connection and collection of machine data (e.g., temperature, helium level) will continue after the end of this Agreement unless Customer requests in writing that GE Healthcare disable it.

18.8. Use of Data.

18.8.1. Protected Health Information. If GE Healthcare creates, receives, maintains, transmits or otherwise has access to Protected Health Information as such term is defined in 45 C.F.R. § 160.103 ("PHI") under this Agreement, it will only use and disclose the PHI as permitted by law and by the Business Associate Agreement between the parties.

18.8.2. Data Rights. GE Healthcare and its subcontractors may access, collect, maintain, analyze, prepare derivatives from and otherwise use information about Products and/or Services that is not PHI, including, but not limited to, machine, technical, systems, usage and related information ("Source Data") to facilitate the provision of Products and/or Services to Customer and for research, development and continuous

improvement of GE Healthcare's products, software and services. GE Healthcare will own all discoveries, ideas, improvements, products, services, software, data, intellectual property and other rights arising from and/or related to GE Healthcare's and its subcontractors' use, analysis, research and/or development of the Source Data.

18.9. **Customer Policies.** GE Healthcare will use reasonable efforts to respect Customer-provided policies that apply to GE Healthcare, and do not materially contradict GE Healthcare policies. Failure to respect Customer policies is not a material breach unless it is willful and adversely affects GE Healthcare's ability to perform its obligations.

18.10. **Insurance.** GE Healthcare will maintain coverage in accordance with its standard certificate of insurance.

18.11. **Excluded Provider.** To its knowledge, neither GE Healthcare nor its employees performing Services under this Agreement have been excluded from participation in a Federal Healthcare Program. If an employee performing Services under this Agreement is excluded, GE Healthcare will replace that employee within a reasonable time; if GE Healthcare is excluded, Customer may terminate this Agreement upon written notice to GE Healthcare.

19. Disputes, Liability and Indemnity.

19.1. **Dispute Resolution.** The parties will first attempt to resolve in good faith any disputes related to this Agreement. Violation of GE Healthcare's license, confidentiality or intellectual property rights will cause irreparable harm for which the award of money damages alone is inadequate. GE Healthcare may: (i) seek injunctive relief and any other available remedies; and/or (ii) immediately terminate the license grant and require Customer to cease use of and return the Software and Third Party Software. Other than these violations or collection matters, unresolved disputes will be submitted to mediation prior to initiation of other means of dispute resolution.

19.2. **Limitation of Liability.** GE HEALTHCARE'S ENTIRE LIABILITY, AND CUSTOMER'S EXCLUSIVE REMEDY, FOR DIRECT DAMAGES INCURRED BY CUSTOMER FROM ANY CAUSE, REGARDLESS OF THE FORM OF ACTION, ARISING UNDER THIS AGREEMENT OR RELATED HERETO, WILL NOT EXCEED: (I) FOR PRODUCTS, THE PRICE FOR THE PRODUCT THAT IS THE BASIS FOR THE CLAIM; OR (II) FOR SERVICE OR SUBSCRIPTIONS, THE AMOUNT OF THE SERVICE OR SUBSCRIPTION FEES FOR THE 12 MONTHS IMMEDIATELY PRECEDING THE ACTION THAT IS THE BASIS FOR THE CLAIM. THIS LIMITATION OF LIABILITY WILL NOT APPLY TO GE HEALTHCARE'S DUTIES TO INDEMNIFY CUSTOMER IN ACCORDANCE WITH THIS AGREEMENT. THE LIMITATION OF LIABILITY WILL APPLY EVEN IF THE LIMITED REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE.

19.3. **Exclusion of Damages.** NEITHER PARTY WILL BE LIABLE FOR INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR REPUTATIONAL DAMAGES, OR FOR LOSS OF PROFITS, REVENUE, TIME, OPPORTUNITY OR DATA, REGARDLESS OF THE FORM OF ACTION OR BASIS OF THE CLAIM. THE EXCLUSION OF DAMAGES WILL APPLY EVEN IF THE LIMITED REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE.

19.4. **IP Indemnification.** GE Healthcare will indemnify and hold Customer harmless from third-party claims for infringement of United States intellectual property rights caused solely by Customer's use of the Equipment and Software in accordance with the Documentation and license. GE Healthcare will control the defense. Customer may retain counsel but at Customer's expense.

19.5. **General Indemnification.** GE Healthcare will indemnify and hold Customer harmless for third party damages that Customer becomes legally obligated to pay related to bodily injury or damage to real or tangible personal property to the extent the damages are caused by a manufacturing or design defect, negligent failure to warn, negligent installation, or negligent Service with respect to Products manufactured by GE Healthcare and supplied under this Agreement. GE Healthcare has no obligation to indemnify and hold Customer harmless for damages caused by: (i) Customer's fault or legal expenses incurred by Customer in defending itself against suits seeking damages caused by Customer's fault or (ii) any Product modification not authorized in writing by GE Healthcare.

Customer will indemnify and hold GE Healthcare harmless from third party damages that GE Healthcare becomes legally obligated to pay related to bodily injury or damage to real or tangible personal property to the extent the damages are caused by Customer's: (a) medical diagnosis or treatment decisions; (b) misuse or negligent use of the Product; and/or (c) use of the Product in a manner or environment, or for any purpose, for which GE Healthcare did not design it, or in violation of GE Healthcare's recommendations or instructions

The above obligations are conditional on the indemnified party providing the indemnifying party prompt written notice of the claim after receiving notice of it, allowing the indemnifying party the option to control defense and disposition of the claim, and reasonably cooperating with the indemnifying party in the defense. The indemnifying party will not be responsible for any compromise made without its consent.

20. **Notices.** Notices will be in writing and considered delivered when received if sent by certified mail, postage prepaid, return receipt requested, by overnight mail, or by fax. Notice to Customer will be directed to the address on this Agreement, and notice to GE Healthcare to General Counsel, 9900 Innovation Dr., Wauwatosa, WI 53226



Statement of Service Deliverables Full Service Options

This Statement of Service Deliverables Full Service Options applies to the following GE Healthcare AssurePoint ("AP") service offerings: Standard, Rapid, Access, PM, Limited, Select, Performance, and Advance.

	Standard	Rapid	Access	PM	Limited	Select	Performance	Advance
Corrective Maintenance	•	•	•		°	°	•	•
Planned Maintenance	•	•	•	•	•	•	•	•
Replacement Parts	•	•	•	•	•	•	•	•
Software Updates	•	•	•	•	•	•	•	•
Phone Clinical Applications Support	•	•	•		•	•	•	•
TIP Options	°	°	°		°	°	°	°
Remote Diagnostic Service * # (InSite, iLinq, iCenter)	°	°	°	°	°	°	°	°
Uptime Performance	°	°	°				°	°
Specialty Component Options # (Complete, Reserve, Pro, GlassPro)	°	°	°	°	°	°	°	°
No Charge Special Parts Handling		°						
Quality Assurance Activities							°	°
Continuum/Refresh Options #								°
DoseWatch Explore * #	°	•	°				•	•
Remote Console * #	°	°	°				•	•
Supplemental Services During Warranty	°	°					°	°
Overtime Hours Allowance	°	°	°	°	°	°	°	°
Continuity/Technology Obsolescence	°	°	°				°	°

• Included (to the extent provided herein)

° Optional (if available/identified on the Product Schedule)

* Requires Connectivity

See supplemental terms of offering

1. Corrective Maintenance. GE Healthcare or its agents will use commercially reasonable efforts to resolve any verifiable and reproducible service issue of the Product (defined as the Product not substantially meeting original equipment manufacturer ("OEM") specifications) in a reasonable period of time after notification by Customer, through remote or on-site services. Phone technical support is available 24 hours per day, 7 days per week (excluding GE Healthcare holidays, extent of phone support may differ by product type). On-site support is identified on the Product Schedule (if not listed, 8am to 5pm local time). GE Healthcare will use reasonable efforts to meet the response time for on-site support as identified on the Product Schedule. Corrective maintenance outside of coverage hours, on GE Healthcare holidays, or expedited beyond the response time (at Customer's request) will be billed at GE Healthcare's then-current rates. Corrective maintenance includes corrective maintenance-related Replacement Parts (subject to availability).

- AP PM. Corrective Maintenance is excluded, but includes phone technical support for anesthesia, anesthesia patient monitoring, respiratory, ventilators, and maternal/infant care Products

- AP Limited and AP Select. GE Healthcare will provide a limited number of corrective maintenance service events as identified on the Product Schedule. Each Customer call/request for corrective maintenance service will be applied to the limited number of service events, unless Customer purchases service separately at GE Healthcare's then-current rates at the time it contacts GE Healthcare for such service.

2. Planned Maintenance. GE Healthcare or its agents will provide planned maintenance service ("PM") pursuant to OEM recommended frequencies and specifications as set forth in the OEM service manuals (where available), or pursuant to documented alternate PM frequencies and specifications based on GE Healthcare's risk-based assessment. PM will be performed at mutually agreed upon times during PM coverage

images on the display console or operator's console. Special handling is expedited delivery beyond Replacement Parts delivery priority identified on the Product Schedule.

11. Quality Assurance Activities. Upon Customer request, GE Healthcare will provide quality assurance activities (e.g., Product and image quality control testing, calibrations, functional testing) to measure whether Product is performing according to Customer-determined standards.

12. AP Software Continuum/AP Refresh. For AP Software Continuum, Customer is entitled to those GE Healthcare software upgrades related to the Equipment, and reflective of Customer's existing functionality, as such software upgrades become commercially available during the Agreement. See AP Software Continuum Statement of Service Deliverables for additional terms and conditions. For AP Refresh, Customer is entitled to a pre-defined 1-time Equipment hardware and/or software upgrade at the beginning of the Agreement, with the cost of such upgrade paid over the full or partial term of the Agreement. See AP Refresh Statement of Service Deliverables for additional terms and conditions. 36-month minimum Agreement is required for AP Software Continuum and AP Refresh.

13. Full Service Riders. If the Product Schedule includes ultrasound products, DoseWatch Explore, or Remote Console, see applicable Statement of Service Deliverables Rider for additional terms and conditions.

14. Supplemental Services During Warranty. If identified on the Product Schedule, Customer is entitled to additional services for the Equipment as listed on the Product Schedule for the remaining term of the Equipment Warranty (as defined in the GE Healthcare "Warranty Statement"). The fees for the services are identified on the Product Schedule and will apply if Customer signs and returns this Agreement before delivery of the Equipment. Additional fees (i.e., in addition to the fees identified on the Product Schedule) will apply if Customer signs and returns this Agreement after delivery of the Equipment (please contact GE Healthcare). During the Equipment Warranty, Customer's remedies related to the services are those described in the Warranty Statement. If Customer terminates this Agreement prior to its expiration date, Customer is responsible for amounts owed under this coverage (i.e., the value of services performed on a prorated basis), and will pay the amounts within 30 days following Agreement termination.

15. Product Usage Allowance/Level. Where Service charges are based on an estimate of annual total patient exam volume as identified on the Product Schedule, if Product usage in any contract year exceeds the volume level/band level identified on the Product Schedule by greater than 5%, GE Healthcare may: (i) increase the charges for the following contract year based on the prior year's annual total patient exam volume by 10% for CT, Nuclear and PET, and 20% for MR, for each volume level/band level increase; and (ii) charge for the prior year's overage at a per patient rate of \$38 for CT, Nuclear and PET, and \$65 for MR. The overage charge will not exceed the new volume level/band level charge increase by more than 10%.

16. Overtime Hours Allowance. If identified on the Product Schedule, corrective maintenance or PM service will be provided outside the coverage hours identified on the Product Schedule (if not listed, 8am to 5pm local time) up to the number of overtime hours identified on the Product Schedule. The number of overtime hours identified on the Product Schedule are valid for 12 months, commencing on the signature date of the Agreement or its anniversary date, as applicable. Service hours that exceed the number of overtime hours will be billed at GE Healthcare's then-current rates. Unused hours will not roll over to the following contract year and are forfeited without refund or credit.

17. Technology Obsolescence. If identified on the Product Schedule, Customer is entitled to receive certain technology obsolescence protection for the applicable Equipment. See Technology Obsolescence Statement of Deliverables for additional terms and conditions. Upgrades provided under the technology obsolescence protection will be scheduled and installed on a mutually agreed upon date. 36-month minimum Agreement is required for technology obsolescence protection. Payments provided for technology obsolescence protection are non-refundable and are not contingent on GE Healthcare's delivery of any particular upgrade or Customer's acceptance of any upgrade. Customer may decline to accept any upgrade made available by GE Healthcare, however Customer is not entitled to any price reduction, credit or refund. GE Healthcare makes no representation or warranty as to the type of technology or functionality that may be included in any upgrade. Technology obsolescence protection is only available for Equipment. Training is excluded. Customer is responsible for the proper accounting for all payments made in the manner required under any state or federal program which provides reimbursement to Customer for or related to any products or services provided under this Agreement.

18. Exclusions. Products are excluded from coverage under the Agreement and Customer is not entitled to any remedy (including uptime remedy) if GE Healthcare's failure to provide Service is due to: (i) Customer cancellation, rescheduling, or inability of GE Healthcare to access the Product; (ii) Customer's default; (iii) improper care of the Product; or (iv) any cause beyond GE Healthcare's control. Unless identified on the Product Schedule, this Agreement does not cover: stand-alone workstations, sensors, transmission pin sources, transducers, non-GE Healthcare supplied coils, MR surface coils on Third Party Product (other than the body coil), MR magnet, cryostat, coldhead, cryo-cooler compressor, shim and gradient coils, and cryogenes. GE Healthcare is not responsible for providing system database maintenance for Customer, including but not limited to, activities related to backup, new users, user privileges, physician list updates, and archive/data entry.



GE Healthcare

Statement of Service Deliverables AssurePoint iCenter

This GE Healthcare Statement of Service Deliverables AssurePoint iCenter supplements and incorporates by reference the GE Healthcare (i) Quotation that identifies the Service offering purchased by Customer, (ii) Product Schedule ("Schedule"), (iii) Service Terms and Conditions and (iv) General Terms and Conditions, (collectively, referred to as the "Agreement" or "Service Agreement").

For Product identified on the attached Schedule as "iCenter", GE Healthcare will provide the following:

The iCenter informatics website provides current and historical information related to diagnostic imaging equipment and clinical assets. Access to maintenance, utilization, and capital planning reports is provided through a secure website.

Maintenance Reports

GE Healthcare Maintenance Reports provide detailed service records, planned maintenance schedule, service performance and other contract management information. Details are provided in Exhibit B.

Utilization Reports (GE Healthcare Product Only)

GE Healthcare Utilization Reports (Imaging Performance Manager) provide system specific usage statistics. Details are provided in Exhibit B.

Capital Planning Reports

GE Healthcare Capital Planning Reports provide facility wide Installed Base reports profiling the number of assets, age, End of Service Life and more. Details are provided in Exhibit B.

iCenter Subscription - During the term of the Agreement GE Healthcare will provide you a subscription allowing you to access information, through the iCenter website, for all your diagnostic imaging equipment covered by GE Healthcare Service agreement. During the term of your subscription, you are granted a limited, non-exclusive, non-transferable right to search, retrieve, display, download, print and use the information solely at the site for internal business use only. User ID and password or other security process defined by GE Healthcare will control access to the website. You will manage password assignment and confidentiality. Except as expressly permitted above, you may not de-compile or reverse engineer any of the associated software and other content and materials related to the website sell, sub-license, distribute, or commercially exploit the content on the website, make the content on the website available to any third party through any means or media, or modify, publish, transmit, participate in the license, transfer, or sale of, reproduce, create derivative works from, upgrade, modify, replace or delete portions of information, functions of the website, and related materials at any time during the term of the agreement.

iCenter Ownership and Use of Intellectual Property Rights - The content provided on the website is the property of GE Healthcare and is protected by copyright and other intellectual property laws of the United States and by applicable international treaties. All rights with regard to the content are reserved to GE Healthcare. No rights are transferred to you by virtue of this subscription except as specifically provided in this subscription. You agree to abide by all copyright notices, information, or restrictions.

iCenter Disclaimer of Warranties - Notwithstanding the limited warranties section in the master terms and conditions, GE Healthcare expressly disclaims all warranties and representations of any kind with respect to the information and related materials, whether expressed or implied, including any implied warranties of merchantability, fitness for a particular purpose, non-interference with enjoyment, and title. Due to the numbers of sources from which information is obtained, and the inherent hazards of electronic inaccuracies or typographical errors, and may not be available without interruption.

iCenter Training - At your request and in conjunction with the activation of your initial subscription, GE Healthcare or its agent will provide application training for two individuals in the use of the Information Related Materials (regardless of the number of pieces of equipment for which you have subscription). Additional applications training may be purchased separately and changes for such training will be in accordance with the prevailing rates then in effect for such services.

Exhibit A: Example Asset Data Required for Asset Management

Station Name	GE System ID	PACS IP address	Status
SPR-MP343	81768PQ25	1.11.11.111	OEM RC
SMR-MP333	81768TMR14	2.22.22.254	OEM RC
SXX-MP4453	81768PHXV13	3.44.81.212	OEM NO-RC

Possible Status Values:

- DISABLED - Ignore this system
- GE IPM - GE system with built-in IPM
- GE NO-IPM - GE system without built-in IPM
- OEM RC - non-GE system with remote connectivity
- OEM NO-RC - non-GE system without remote connectivity

Exhibit B: Informatics Report Schedule

iCenter includes all of the following:

- iCenter: Maintenance Reports

Included
Welcome Page
Help menus
Messages from GE
Today Page-
Green, Yellow, Red - at a glance asset status
Service call status
Planned Maintenance
Completed and Scheduled
Print and download
Asset Information
Inventory
Service Agreement Details
Service Performance
Corrective Maintenance
Remote Service
Uptime %
Contact GE

- iCenter: Utilization Reports (*GE Healthcare Product Only*)

Included
IPM Summary Page
Customizable target patient volume and staffed hours
Data download to excel
Reports (online or pdf version)
Volume of exams, patients
Referring physician
Types of Studies
Two year trend
IPM Interpreter
Utilization calculation

- iCenter: Capital Planning Reports

Included
Facility installed Base Analysis
Data download to excel
Standard reports (online or pdf) include:
Age of asset compared to benchmark
EOPL and EOSL
Unplanned service compared to benchmark
Service calls and service time per year for each asset
Guideline on replacement target



Statement of Service Deliverables DoseWatch Explore Rider

This DoseWatch Explore Rider supplements the GE Healthcare Statement of Service Deliverables Full Service Options or In-House Service Options (as applicable).

1. DoseWatch Explore Services. DoseWatch Explore ("DWE") is a web-based, cloud deployed, introductory dose management software application designed to track, analyze and report practice-level data for the Product. DWE collects radiation dose data from the Product, then summarizes and presents the data via a GE Healthcare web application ("Information"). DWE may help Customer: review individual exam information including dose and protocol parameters; identify high dose protocols and trending over time; compare protocols to understand variation; receive alerts when exams have exceeded pre-defined thresholds; quantify results of protocol optimization activities; and generate reports to communicate results.

DWE allows Customer to regularly obtain the above services ("DWE Services") and Information through a user interface. The DWE Services require GE Healthcare to collect and Customer to obtain, exam information and protocol parameter data in relation to the Product. The Information is regularly updated, but reflects data from completed exams. Accordingly, there is a time lapse between the examination and the data being reflected in the DWE software (i.e., the data reflected in the software is not real-time data and should not be relied upon as such). GE Healthcare disclaims all liability for such time lapse.

2. Subscription. During the Agreement, GE Healthcare grants Customer a non-exclusive, non-transferable, non-sublicensable, limited subscription license to access and use the DWE Services and Information and to download the DWE site Information onto the hard drive of Customer's computer(s) for Customer's internal business purposes only. GE Healthcare retains all ownership and intellectual property rights to the DWE Services and Information. No rights are granted except as expressly provided in this Agreement. Customer's employees, agents and independent contractors may use the DWE Services and Information, but Customer is responsible for their acts. Customer-controlled entities may use the DWE Services and Information, but these entities will agree to these terms and pay additional fees. Independent contractors that supply products comparable to the DWE cannot be provided access to the DWE site, DWE Services and Information unless GE Healthcare has provided its prior written consent. GE Healthcare may monitor use of the DWE site, the DWE Services and Information, for purposes including, but not limited to: ensuring appropriate use; product and services enhancements; performance monitoring; and marketing.

3. Access and Confidentiality. Customer must have a computer with internet access (the minimum configuration identified by GE Healthcare) and a Product connected to GE Healthcare's designated remote diagnostic service tool. Customer is responsible for installation, telecommunication and network costs. For Product entitled with DWE, and upon Customer request, GE Healthcare will provide DWE access-related information (e.g., internet address, confidential access code/password, login name) ("Access Code") for Customer's connection to the DWE site and access to the Information. Customer is responsible for keeping the Access Code confidential, and must immediately inform GE Healthcare of the need to deactivate an Access Code (e.g., if Customer personnel departs, loss or compromise of the Access Code).

4. Warranty.

4.1. Information. All Information accessible as part of the DWE Services is provided "AS IS". GE Healthcare does not warrant the completeness, accuracy or reliability of any Information. All decisions based on the Information are Customer's sole responsibility. GE Healthcare is in no way responsible for any decision or evaluation relating to the activity or operation of the Product or DWE.

The Information: (i) is intended for general informational purposes only; (ii) is not a substitute for professional medical advice, diagnosis or treatment; and (iii) should not be relied upon, used or characterized as information to aid Customer in its healthcare diagnosis, practices or decisions. GE Healthcare makes no representation or warranty with respect to, and has no liability to Customer, its personnel, or patients regarding, the accuracy or completeness of anything contained in the Information. GE Healthcare does not promote or otherwise recommend any procedure suggested in any Information unless it is also described in a user manual for the Product.

4.2. Access to Information. All Information accessible as part of the DWE Services is provided "AS AVAILABLE". GE Healthcare will use reasonable efforts to ensure that the DWE site operates normally. In view of the state of information technology and the intervention of third parties in the operation of and access to Customer's site and network, GE Healthcare is not liable for any interruption or loss of connection or access whatsoever to DWE or for the speed of access or communication of Information. GE Healthcare does not guarantee nor does it warrant that the DWE Services or the Information will be constantly available, accurate, uninterrupted, error-free, or that defects/errors will be corrected. GE Healthcare may suspend the DWE Services at any time to carry out maintenance work and update the DWE site.

4.3. No Other Warranties. NO OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, OR DATA ACCURACY, WILL APPLY.

5. Customer Responsibilities. Customer is responsible for: (i) transmitting to GE Healthcare, and allowing GE Healthcare to process, access, collate and analyze, all relevant and accurate data relating to the Product via the DWE Services; (ii) using the Information and DWE Services in accordance with all applicable laws and regulations, and to comply with the limitations of use as set forth in this Agreement; (iii) providing GE Healthcare with the necessary level of access rights for it to provide individual user accounts; (iv) managing and controlling access to and use of the DWE Services and Information through individual user accounts affiliated with Customer.

6. Use of Information. DWE Services allow the Product to automatically send data to GE Healthcare (via internet connection). GE Healthcare will automatically receive certain data relating to the use and productivity of the Product. GE Healthcare shall process the data to provide DWE Services and as otherwise set forth in this Agreement. Unless Customer specifically requests in writing that GE Healthcare disable the remote connection, the remote connection will continue to connect to the Product following expiration or termination of the DWE Services. GE Healthcare shall continue data collection for 30 days following the expiration or termination of the DWE Services, and, unless Customer purchases a continuation of the DWE Services, data shall be retained for no longer than 180 days following such expiration or termination.



Statement of Service Deliverables Remote Console

GE Healthcare

This GE Healthcare Statement of Service Deliverables AssurePoint Remote Console supplements and incorporates by reference the GE Healthcare (i) Quotation that identifies the Service offering purchased by Customer, (ii) Product Schedule ("Schedule"), (iii) Service Terms and Conditions and (iv) General Terms and Conditions, collectively, referred to as the "Agreement" or "Service Agreement".

Remote Console is intended to provide secure remote access between GE Healthcare medical imaging devices and authenticated users within the Customer's network to view and provide real-time, interactive guidance in the context of training, procedure assessment, and scanning parameter management. InSite and iLinq are required for Remote Console to operate, and must be purchased separately by Customer if not already active on the devices on which Remote Console will be used.

For Product identified on the attached Schedule as "Remote Console", GE Healthcare will provide the following:

1. **Remote Console Server Software.** GE Healthcare will provide software to be loaded on a Customer-supplied server to control the connections between imaging devices and Remote Console Clients.
2. **Remote Console Subscription License.** Subject to the license scope and other restrictions set forth in this Agreement and except as specified otherwise in the applicable quotation, during the term of the Agreement GE Healthcare grants to Customer a non-exclusive, non-transferable, limited subscription license to use the Remote Console software and Documentation for Customer's internal business purposes only. The license is specified solely for the System ID(s) listed on the Schedule. "Documentation" means the GE Healthcare user manuals, on-line help functions, technical specifications and user instructions regarding the operation, installation and use of the Remote Console software. GE Healthcare will provide the number of subscription licenses shown on a Schedule. Each subscription license provides access to establish a Remote Console connection to a compatible GE Healthcare imaging device with InSite and iLinq. Customer may only utilize such access for those devices which are listed by System ID on the Schedule. Customer shall be responsible for any acts of its employees, agents, independent contractors and any third parties who utilize the licenses. Customer will manage password assignment, confidentiality, and access to the Software under the license(s).
3. **Restrictions.** Without GE Healthcare's prior written consent, Customer may not: (i) copy, sublicense, distribute, rent, lease, loan, resell, modify or translate the Remote Console 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 Remote Console software; (iii) provide service bureau, time share or subscription services based on the Remote Console software; (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; (v) electronically transfer the Remote Console software outside Customer's intranet or network dedicated for the Remote Console software; or (vi) publicly release the results of any testing or benchmarking of the Remote Console software.
4. **Ownership.** GE Healthcare and its licensors, as applicable, retain all ownership and intellectual property rights to the Remote Console software and Documentation. No license rights are granted (implied or otherwise) to Customer except as specifically provided in this Agreement. If Customer is a U.S. Government agency, Customer acknowledges that the Software licensed under this Agreement is a commercial item that has been developed at private expense and not under a Government contract. The Government's rights relating to the Software are limited to those rights applicable to Customer's as set forth herein and are binding on Government users in accordance with Federal Acquisition Regulation 48 C.F.R. Section 12.212 for non-defense agencies and/or Defense FAR Supplement 48 C.F.R. Section 227.7202-1 for defense.
5. **InSite and iLinq.** InSite and iLinq are required for Remote Console to operate. In the event that InSite and iLinq are not already active on the imaging device on which Remote Console will be used, Customer shall purchase InSite and iLinq Connectivity for such device, which purchase will be reflected on the Schedule. InSite and iLinq Connectivity do not provide on-site or remote service coverage for the imaging device. In the event Customer desires on-site or remote service for the imaging device, this service must be purchased separately by Customer.
6. **Support Services.**
 - 6.1. GE Healthcare will provide reasonable technical support to diagnose and address Remote Console software related errors that result from a failure of the Remote Console software to perform substantially in accordance with the Documentation, provided such errors are verifiable and reproducible. GE Healthcare will provide a reasonable amount of software telephone support in response to inquiries by Customer's system administrator and other Customer personnel that are familiar with proper use of the Remote Console software. Support for any error determined by GE Healthcare to be caused by Customer, a third party, or a third party product, service, or procedure not authorized by GE Healthcare in writing, is excluded from this Agreement and will be billable on a time and material basis, including travel time, at GE Healthcare's then current rates. Support services do not include training of Customer personnel, interfaces, and changes to interfaces or additional services unless otherwise identified in the Quotation. For all services that are excluded from this Agreement and billable, actual travel, living and incidental expenses, including travel time, shall be invoiced separately as incurred.

6.2 **Support Coverage.** GE Healthcare will provide telephone support Monday-Friday, from 8:00 a.m. to 5:00 p.m. Central Standard Time, excluding GE Healthcare holidays, in response to Remote Console inquiries. Coverage does not cover corrective or preventive maintenance, parts or labor on medical imaging devices.

7. **Documentation.** Customer shall have the right to reproduce solely for its own internal use, the Documentation furnished by GE Healthcare pursuant to this Agreement. All copies of such Documentation made by Customer shall include any proprietary notice or stamp and any copyright notice that has been affixed by GE Healthcare to the original.

8. **Warranties and Remedies.** The following warranties apply only to the Remote Console software and are in lieu of any other standard GE Healthcare warranties.

8.1 **Express Warranties:** GE Healthcare makes the following express warranties to Customer: Except as indicated otherwise below, GE Healthcare warrants that: (i) GE Healthcare has the right to provide a subscription license or sublicense to the Remote Console software to Customer subject to the terms and conditions set forth herein; (ii) it has not inserted any Disabling Code (as defined herein) into the Remote Console software; (iii) and it will use commercially reasonable efforts consistent with industry standards to scan for and remove any software viruses prior to delivery of the Remote Console software. As used herein, "Disabling Code" means computer code that is designed to delete, interfere with, or disable the normal operation of the Remote Console software; provided, however, that code included with Remote Console software that prohibits use outside of the subscription license scope will not be deemed Disabling Code.

8.2. **No Other Warranties.** NO OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, SYSTEM INTEGRATION OR DATA ACCURACY, WILL APPLY.

8.3. **Sole and Exclusive Remedies for Breach of Warranties.** The remedies set forth below are Customer's sole and exclusive remedies and GE Healthcare's sole and exclusive liability for 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.

8.3.1. If there is a breach of the express warranty in Section 8.1 (i) GE Healthcare will indemnify Customer in accordance with Section 3.4 (IP Indemnification) of the General Terms and Conditions included as part of this Agreement.

8.3.2. If there is a breach of a warranty in Section 8.1 (ii) or (iii), and Customer promptly notifies GE Healthcare of Customer's claim and makes the Remote Console software available for service, GE Healthcare will, at its option, with respect to the Remote Console software, either correct or replace the applicable software. Unless agreed otherwise, warranty service will be performed without charge from 8:00 a.m. to 5:00 p.m. (local site time), Monday-Friday, excluding GE Healthcare holidays, and outside those hours at GE Healthcare's then prevailing service rates and subject to the availability of personnel.

8.4. **Limitations.** GE Healthcare shall not have any obligation to Customer hereunder if the warranty claim results from or arises out of: (i) the use of the Remote Console software in combination with any software, tools, hardware, equipment, supplies, accessories or any other materials or services not furnished by GE Healthcare or recommended in writing by GE Healthcare; (ii) the use of the Remote Console software 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 written recommendations or instructions on use; (iii) any alteration, modification or enhancement of the Remote Console software by Customer or any third party not authorized or approved in writing by GE Healthcare; (iv) inadequate back-up or virus protection or any other cause external to the Remote Console software or beyond GE Healthcare's reasonable control. GE Healthcare does not guarantee nor does it warrant that the Remote Console software will operate without error or interruption, or that the Remote Console software will provide accurate or complete results.



GE Healthcare

Statement of Service Deliverables TiP-Ed Online

This GE Healthcare Statement of Service Deliverables TiP-Ed Online supplements and incorporates by reference the GE Healthcare (i) Quotation that identifies the Service offering purchased by Customer; (ii) Product Schedule ("Schedule"); (iii) Service Terms and Conditions; and (iv) General Terms and Conditions, (collectively, referred to as the "Agreement" or "Service Agreement").

1. **TiP-Ed Online.** TiP-Ed Online content is available through GE Healthcare's Learning System website with access to courses, supplemental materials, CE assessments and certificates of completion. Access to TiP-Ed Online content requires an Internet broadband connection which is Customer's responsibility. GE Healthcare is not responsible or liable for technical issues, loss of connection, or internal delivery problems.

1.1 Customer's Right to Access and Use TiP-Ed Online. During the term of this Agreement, GE Healthcare grants to Customer a non-exclusive, non-transferable, limited subscription license to access and use, solely for Customer's internal business purposes, the TiP-Ed Online content. Access to TiP-Ed Online content may not be granted to anyone other than Customer's healthcare employees at its facility.

1.2 Customer's TiP-Ed Online Responsibilities. Customer agrees to: assist GE Healthcare or its agents to determine the compatibility of Customer's existing on-line system to access TiP-Ed Online content; maintain its facilities in order to receive TiP-Ed Online content through the use of GE Healthcare's Learning System; designate an education coordinator for each facility utilizing TiP-Ed Online; and keep user names and passwords confidential.

1.3 GE Healthcare's TiP-Ed Online Responsibilities. GE Healthcare will provide: telephone assistance during the initial setup of TiP-Ed Online; utilization tools and processes for promoting participation in TiP-Ed Online (e.g., schedules, calendars); access via 1 user name and password to site-specific education records for 1 designated education coordinator per participating facility; and toll-free customer service support 24 hours per day, 7 days per week (excluding GE Healthcare holidays).

2. Additional Terms and Conditions

2.1 Intellectual Property Rights. Customer shall not (nor shall it authorize others to) permit any other access to or disclosure or use of TiP-Ed Online content, or modify any part of the TiP-Ed Online content without GE Healthcare's prior written consent. Customer agrees to take reasonable security measures to prevent unauthorized or unlawful access, copying, taping or use by others or disclosure to others of TiP-Ed Online content. TiP-Ed Online content is protected by the copyright laws of the United States and applicable international treaties. No right under copyright is transferred to Customer by virtue of this limited subscription license. The rights granted herein will not affect the exclusive ownership by GE Healthcare and/or GE Healthcare's vendors of any trademarks, copyrights, patents, or common law property rights pertaining to TiP-Ed Online content.

2.2 Disclaimer. TIP-ED ONLINE CONTENT IS PROVIDED "AS IS" AND "AS AVAILABLE". GE HEALTHCARE DOES NOT WARRANT THE COMPLETENESS OR ACCURACY OF TIP-ED ONLINE CONTENT OR THAT TIP-ED ONLINE CONTENT WILL BE CONSTANTLY AVAILABLE, UNINTERRUPTED OR ERROR FREE. GE HEALTHCARE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, SYSTEM INTEGRATION OR DATA ACCURACY.

2.3 Reservation of Rights. At any time during the term of this Agreement, GE Healthcare may: change the delivery method of TiP-Ed Online content or the limited subscription license; assign all or a part of the rights and/or obligations under this Agreement to any third party; terminate the limited subscription license for any reason upon at least 12 months written notice; and change, modify or alter the TiP-Ed Online content, posted schedules, and/or program formats without prior notice.

TiP Virtual Assist® (TVA) on Demand: Live, interactive, two-way remote troubleshooting or training sessions. These sessions include real-time observation and interaction with the system interface and allow for reinforcement of on-site training, with the ability to do live interactive demonstrations, observe procedures, and answer questions as they arise. Possible topics for review include image quality assessment and protocol review. Facility personnel give permission for TVA session on iLinq™ and the TiP team initiates the session.

For all modalities with the exception of Mammography, and for equipment identified on the attached Schedule as: TVA On Demand, TVA On Demand MR, TVA On Demand CT, TVA On Demand PT, TVA On Demand NM, or TVA On Demand XR, when one or more are selected as an option, GE Healthcare will provide the following:

TVA On Demand Deliverables

Extended remote clinical applications training and problem solving offering per-year, post-warranty, consisting of the following:

(1) TVA On Demand: Remote applications training and problem solving, consisting of up to 12 hours per year of TiP Virtual Assist including:

- **TVA Problem Resolution:** Use of TVA for immediate problem resolution and troubleshooting. This service contract supplement works in concert with the TiP Answerline, which consists of toll-free access to applications experts for phone support and is available to all contract customers. Support is available during modality hours of operation. Call 1-800-682-5327 or press your iLinq button and ask for TiP Answerline. As troubleshooting is done the TiP Applications experts may recommend follow-up remote training that can be scheduled at the GE TiP Applications team's earliest availability.
- **Scheduled One-on-One TVA Training:** Remote training can be scheduled for 1 or 2 hour blocks. Each session will be delivered on regular weekdays, excluding official GE Holidays.

Training can be used for any of the customer's desired areas of biggest need from the then-current list of available training courses. Examples for reference only: ACR, Staff Turnover, Safety, Analog to Digital Conversion, Physician Training, QC, Procedures Checkup, Workflow Checkup, Radiologist Training, QAP, Advanced Applications, Dose Reduction, Cardiac Studies.

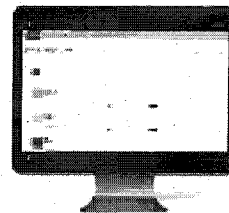
Customer additional responsibilities for applications training:

- Any unused training entitlement in a particular contract year will be forfeited
- One-on-one training sessions must be scheduled with the GE Healthcare TiP Applications Team at any time by contacting the TiP Answer Line. Training sessions will be available during modality hours of operation. Training timing is pending GE availability.



GE Healthcare

Remote Console Shipment Information



Thank you for purchasing Remote Console. Please complete the information below to ensure that the software is delivered to the correct address and person.

Facility Name: _____

Attention Name/Role: _____

Contact's Phone Number: _____

Contact's Email Address: _____

Address: _____

City: _____

State: _____

Zip Code: _____



Addendum to Agreement

GE Healthcare

This Addendum ("Addendum") is made by County of Riverside on behalf of Riverside University Health System – 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 # 28F8FC5 ("Quotation", attached 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");

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. The Sections of the Agreement entitled "Term*" and "**Term" are hereby amended in their entirety to read as follows:
"The Term of this Agreement is one (1) year. This Agreement will automatically renew for additional 1-year periods, for up to 4 additional 1-year periods, for a maximum total Term period of 5 years, unless either party provides at least 60 days' written notice prior to the expiration date."
2. The Section of the Agreement entitled "Billing Frequency" is hereby amended in its entirety to read as follows: "Monthly – Advance"
3. The Sections of the Agreement entitled "Payment Schedule***" and "****Payment Schedule" are hereby amended in their entirety to read as follows:
"\$20,578.17 monthly. Charges are payable in installments as set forth above plus applicable taxes. These charges may change based on Product additions/deletions, inflation adjustments or other modifications permitted by this Agreement with 30 days' prior written notice to Customer. Customer will be billed beginning on the Agreement Start Date. Payment is due the first of each month. If the Agreement Start Date is not the first of the month, the first and last months will be prorated."
4. The Section of the Agreement entitled "Annual Charges" is hereby amended by adding the following language to the end of said Section:
"Annual increases for goods used in the performance of services shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas, will comply with all state and federal laws. Increase may also include Product Pricing Index (PPI) and/or manufacturer's increases as applicable to the service. Contractor will be required to provide all justification information on increases related to the goods used in this service. Labor rate increases by the Department of Industrial Relations (DIR) will be considered as they are released twice per year and be subject to satisfactory performance review by the County and approved (if needed) for budget funding by the Board of Supervisors."
5. The Section of the Agreement entitled "Agreement" is hereby amended by modifying the last sentence of the first (1st) paragraph of said Section in its entirety to read as follows:
"Modifications may result in additional fees and cannot be made without both parties' prior written consent."
6. Section 13 ("Hourly Billed Services") of the GE Healthcare Service Terms & Conditions is hereby amended in its entirety to read as follows:
"Services not covered by this Agreement (e.g. corrective maintenance performed outside of coverage hours or on GE Healthcare holidays) are hourly-billed services."
7. Section 14 ("Inflation") of the GE Healthcare Service Terms & Conditions is hereby deleted in its entirety.
8. Section 15.1 ("Late Payment") of the GE Healthcare Service Terms & Conditions is hereby amended by deleting clause (ii) of the second (2nd) sentence of said Section. For the sake of clarity, clause (ii) reads as follows:

"(ii) charge interest at a rate no more than the maximum rate permitted by applicable law"

9. Section 16.2.4 ("Cryogen Cost Increases") of the GE Healthcare Service Terms & Conditions is hereby amended in its entirety to read as follows:

"If GE Healthcare's cryogen cost increases by more than 15%, as measured against its costs as of the Agreement Start Date (as defined in the Quotation) or its cost on the date of the most recent adjustment, GE Healthcare may, with 30 days' prior written notice to Customer and Customer's written consent, increase Service fees in an amount equal to such cost increase. If Customer does not give its consent to the change in Service fees within 30 days of receipt of such notice, GE Healthcare may terminate this Agreement."

10. Section 17.1 ("Confidentiality") of the GE Healthcare Service Terms & Conditions is hereby amended by adding the following language to the end of said Section:

"Customer represents that it is a governmental entity covered by the California Public Records Act. If Customer is subject to the California Public Records Act, it is not prohibited from complying with such law if required to do so; however, Customer must: (a) promptly notify GE Healthcare in writing of any California Public Records Act request, (b) give GE Healthcare sufficient time to challenge the request or redact any necessary information to the extent permitted by law, and (c) only provide such information as is necessary to comply with the California Public Records Act."

11. Section 17.4 ("Assignment; Use of Subcontractors") of the GE Healthcare Service Terms & Conditions is hereby amended by adding the following language to the end of said Section:

"GE Healthcare will ensure that its subcontractors have agreed in writing to abide by restrictions regarding the use of Protected Health Information ("PHI") similar to those agreed to by GE Healthcare."

12. Section 18.10 ("Insurance") of the GE Healthcare Service Terms & Conditions is hereby amended in its entirety to read as follows:

"GE Healthcare will maintain coverage in accordance with its standard Certificate of Liability Insurance, a copy of which is attached hereto as Exhibit B."

13. Notwithstanding anything to the contrary in the Agreement, the following language shall be added to the GE Healthcare Service Terms & Conditions as Section 21:

"GE Healthcare shall comply with all applicable State or other licensing requirements. All applicable licensing requirements shall be met at the time proposals are submitted to Customer. GE Healthcare 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.

If applicable, GE Healthcare will maintain a current, valid State of California Contractor's license. If applicable, GE Healthcare will pay their employees the general prevailing rate of pay for each craft or type of workman or mechanic needed to perform under this Agreement."

14. Section 19.1 ("Dispute Resolution") of the GE Healthcare Service Terms & Conditions is hereby amended in its entirety to read as follows:

Generally. For all matters, the parties will first attempt to resolve in good faith any disputes related to this Agreement. Other than Certain Matters as discussed below, if that good faith attempt is not successful, the dispute shall be referred to the senior management of the parties. If the dispute is still not resolved, the dispute will be submitted to the Judicial Arbitration and Mediation Services ("JAMS") office closest to the largest metropolitan area of the location where the Product is installed or the Service is provided for good faith, non-binding mediation. Costs, including mediator fees and expenses, will be shared equally with each party paying its own attorneys' fees. Neither party is obligated to settle, and no statements or findings of the mediator may be used in any subsequent proceedings.

Certain Matters. Violation of GE Healthcare's license, confidentiality or intellectual property rights may cause irreparable harm for which the award of money damages alone may be inadequate. For these violations, GE Healthcare may: (i) seek injunctive relief and any other available remedies; and/or (ii) immediately terminate the license grant and require Customer to cease use of and return the Software and Third Party Software. Other than these violations or collection matters, unresolved disputes will be submitted to mediation as described above prior to initiation of other means of dispute resolution."

15. **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.

The parties have caused this Addendum to be executed by their authorized representative as of the last signature date below.

County of Riverside on behalf of
Riverside University Health System - Medical Center

Signature: _____

Print Name: _____

Title: _____

Date: _____

GE Healthcare

Signature: Jacob Lethin

Print Name: Jacob Lethin

Title: HSA M

Date: June 12 2017

FORM APPROVED COUNTY COUNSEL

BY: MARtha Ann Knutson June 13, 2017
MARTHA ANN KNUTSON DATE

Exhibit A

Quotation # 28F8FC5
Please see attached

Jacob
Lethin

Digitally signed by Jacob
Lethin
DN: cn=Jacob Lethin
o=General Electric Company
e=Jacob.Lethin@ge.com
Reason: I agree to the terms
defined by the placement of
my signature in this document
Location: Inland Empire
Date: 2017-06-13 14:26-07:00

HIPAA BUSINESS ASSOCIATE ADDENDUM

County of Riverside

and

GE Healthcare

This Business Associate Addendum ("Addendum"), effective on the last signature date below, is entered into by and between General Electric Company, through its division, GE Healthcare, on behalf of itself and its affiliates ("GE Healthcare" or "Business Associate"), and County of Riverside with an address at 4080 Lemon Street Riverside CA, on behalf of itself and its subsidiaries listed on Schedule A attached hereto ("Covered Entity") (each a "Party" and collectively the "Parties").

1. BACKGROUND AND PURPOSE.

The Parties have entered into, and may in the future enter into, one or more agreements, that require GE Healthcare to perform a service, function or activity involving the Use or Disclosure of PHI (as defined in Section 2.3) (the "Underlying Contract(s)"), that is subject to the administrative simplification section of the Health Insurance Portability and Accountability Act of 1996, Pub. Law 104-191 (Aug. 21, 1996), its implementing regulations, and the Health Information Technology for Economic and Clinical Health Act ("HITECH") and its implementing regulations (collectively, "HIPAA"). This Addendum shall supplement and/or amend each of the Underlying Contract(s) only with respect to GE Healthcare's receipt, Use, Disclosure, and creation of PHI under the Underlying Contract(s) to allow both parties to comply with HIPAA.

2. DEFINITIONS.

2.1 Capitalized terms used but not otherwise defined in this Addendum shall have the same meaning as the meaning ascribed to those terms in HIPAA in effect or as amended.

2.2 "EPHI" means PHI (as defined in Section 2.3) transmitted by or maintained in Electronic Media.

2.3 "PHI" shall have the same meaning as the term "Protected Health Information" in 45 C.F.R. 160.103, limited to the information created or received by GE Healthcare from or on behalf of the Covered Entity, including, but not limited to EPHI.

3. OBLIGATIONS OF BUSINESS ASSOCIATE.

To assure that the Covered Entity and GE Healthcare may achieve and maintain compliance with the requirements of HIPAA, GE Healthcare agrees to:

3.1 Not Use or Disclose PHI other than as permitted or required by this Addendum, the Underlying Contract(s) or as Required By Law, and not Use or Disclose PHI in any manner that would violate the requirements of Subpart E of 45 C.F.R. Part 164, if done by the Covered Entity; provided GE Healthcare may:

(a) Subject to the terms of this Addendum, Use and Disclose PHI as permitted or required under the Underlying Contract(s) and perform its obligations as set forth in the Underlying Contract(s);

(b) Use PHI for the proper management and administration of GE Healthcare or to carry out its legal responsibilities;

(c) Disclose PHI for the proper management and administration of GE Healthcare or to carry out its legal responsibilities, if such Disclosure is Required By Law, or if GE Healthcare obtains reasonable assurances from the person to whom the information is disclosed that the person will keep the PHI confidential, Use or further Disclose the PHI only as Required By Law or for the purposes for which it was Disclosed to the person, and notify GE Healthcare of any instances of which the person is aware in which the confidentiality of the PHI has been breached;

(d) Use PHI to provide data aggregation services relating to the health care operations of Covered Entity; and

(e) Use PHI to create de-identified information consistent with the standards set forth at 45 C.F.R. § 164.514.

3.2 Make Uses and Disclosures of, and requests for, the minimum necessary PHI to perform its obligations under the Underlying Contract(s).

3.3 Use appropriate safeguards and comply, where applicable, with Subpart C of 45 C.F.R. Part 164 with respect to EPHI, to prevent Use or Disclosure of PHI, except as provided for by this Addendum;

3.4 Use reasonable and appropriate administrative, physical and technical safeguards to protect the Confidentiality, Integrity and Availability of EPHI that it receives, maintains, creates, or transmits to or on behalf of the Covered Entity;

3.5 If GE Healthcare becomes aware of a Use or Disclosure of PHI not provided for by this Addendum, including Breaches of Unsecured PHI, report any such Use or Disclosure to the Covered Entity in accordance with this Addendum;

3.6 With the exception of law enforcement delays that satisfy the requirements under 45 C.F.R. § 164.412 or as otherwise required by applicable State law, following the determination of a Breach of Unsecured PHI, notify the Covered Entity of such Breach in accordance with 45 C.F.R. § 164.410, and exercise commercially reasonable efforts to provide such notice to Covered Entity without unreasonable delay and in no case later than sixty (60) days after discovery of the Breach;

3.7 Report to the Covered Entity any Security Incident of which it becomes aware, orally or in writing, without unreasonable delay;

3.8 Require all of its subcontractors and agents that create, receive, maintain, or transmit PHI on behalf of GE Healthcare to adhere to the same restrictions and conditions with respect to such PHI that apply to GE Healthcare pursuant to this Addendum;

3.9 Make its internal practices, books, and records relating to the Use and Disclosure of PHI received from, or created or received by GE Healthcare on behalf of the Covered Entity available to the Secretary, in a time and manner designated by the Secretary, for purposes of the Secretary determining the Covered Entity's compliance with Subpart E of 45 C.F.R. Part 164;

3.10 Make available to the Covered Entity the PHI in GE Healthcare's possession that is required for the Covered Entity to provide an accounting of Disclosures to an Individual under 45 C.F.R. § 164.528, within a reasonable amount of time of receipt of a written request from the Covered Entity;

3.11 If, and to the extent that GE Healthcare maintains a Designated Record Set of Covered Entity, within fifteen (15) business days of receipt of a written request by the Covered Entity for access to PHI about an Individual contained in the Designated Record Set, make available to the Covered Entity such PHI. If GE Healthcare receives a request for access to PHI directly from an Individual, GE Healthcare shall direct the Individual to contact the Covered Entity directly;

3.12 If, and to the extent that GE Healthcare maintains a Designated Record Set of Covered Entity, within fifteen (15) business days of receipt of a written request from the Covered Entity for the amendment of an Individual's PHI contained in the Designated Record Set, provide the Covered Entity such information to the Covered Entity for amendment and incorporate any such amendments in the PHI (for so long as GE Healthcare maintains such information in the Designated Record Set) as required by 45 C.F.R. § 164.526. If GE Healthcare receives a request for amendment to PHI directly from an Individual, GE Healthcare shall direct the Individual to contact the Covered Entity directly; and

3.13 To the extent GE Healthcare is engaged by the Covered Entity to carry out one or of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, GE Healthcare agrees to comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s).

4. OBLIGATIONS OF COVERED ENTITY.

4.1 Covered Entity agrees to timely notify GE Healthcare, in writing, of any arrangements, or changes in arrangements, between the Covered Entity and the Individual that is the subject of PHI that may impact in any manner the Use and/or Disclosure of that PHI by GE Healthcare under this Addendum.

4.2 Covered Entity shall notify GE Healthcare, in writing, of any limitation(s) in its notice of privacy practices in accordance with 45 C.F.R. § 164.520, to the extent that such limitation(s) may affect GE Healthcare's Use or Disclosure of PHI.

4.3 Covered Entity shall not request GE Healthcare to use or disclose PHI in any manner that would not be permissible under HIPAA if done directly by Covered Entity.

4.4 Covered Entity represents that, to the extent Covered Entity provides PHI to GE Healthcare, such PHI is the minimum necessary PHI for GE Healthcare to perform its obligations under the Underlying Contract(s).

4.5 Covered Entity represents that, to the extent Covered Entity provides PHI to GE Healthcare, Covered Entity has obtained the consents, authorizations and/or other forms of legal permission required under HIPAA and other applicable law.

5. TERMINATION.

5.1 Should either Party become aware of a pattern of activity or practice of the other Party that constitutes a material breach of this Addendum, the non-breaching Party shall provide the breaching Party with written notice of such breach in sufficient detail to enable the breaching Party to understand the specific nature of the breach. The non-breaching Party shall be entitled to terminate the Addendum and the Underlying Contract(s) associated with such breach if, after the non-breaching Party provides the notice to the breaching Party, the breaching Party fails to cure the breach within a reasonable time period of not less than thirty (30) days specified by the non-breaching Party in such notice; provided, however, that such time period specified by the non-breaching Party shall be based on the nature of the breach involved.

5.2 Upon termination of the Underlying Contract(s), GE Healthcare shall return to the Covered Entity or destroy, if feasible, any and all PHI received from the Covered Entity or created or received by GE Healthcare on behalf of the Covered Entity pursuant to that Underlying Contract(s) and shall not retain any copies of such PHI. If GE Healthcare reasonably determines that return or destruction of such PHI is not feasible, GE Healthcare shall so notify the Covered Entity and extend the protections of this Addendum to such PHI and limit further Uses and Disclosures to those purposes that make the return or destruction of the PHI infeasible.

5.3 The obligations of GE Healthcare under Section 5 shall survive the termination of this Addendum.

6. MISCELLANEOUS.

6.1 **Interpretation.** In the event of a conflict between this Addendum and an Underlying Contract, this Addendum shall prevail to the extent necessary to allow the Covered Entity and GE Healthcare to comply with HIPAA. Except as supplemented and/or amended by this Addendum, the terms of an Underlying Contract shall continue unchanged and shall apply with full force and effect to govern the matters addressed in the Underlying Contract.

6.2 **No Third Party Beneficiaries.** Nothing in this Addendum shall confer upon any person other than the Parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

6.3 **Amendment.** The Parties mutually agree to enter into good faith negotiations to amend this Addendum from time to time in order for the Covered Entity or GE Healthcare to comply with the requirements of HIPAA, as they may be amended from time to time, and any implementing regulations thereto that may be promulgated or revised from time to time.

6.4 **Independent Contractors.** None of the provisions of this Addendum are intended to create, nor will be deemed to create, any relationship between the Parties other than that of independent contracting parties with each other solely for the purposes of affecting the provisions of this Addendum and any other agreements between the Parties evidencing their business relationship.

IN WITNESS WHEREOF, each of the undersigned has caused this Addendum to be duly executed in its name and on its behalf.

County of Riverside
COVERED ENTITY

GENERAL ELECTRIC COMPANY,
through its division, GE HEALTHCARE

By: _____

By: Nestor J. Rivera

Print Name: _____

Print Name: Nestor J. Rivera

Print Title: _____

Print Title: Senior Privacy Counsel, USCAN Privacy Leader

Date: _____

Date: September 4, 2013

FORM APPROVED COUNTY COUNSEL
BY: MARtha ANN KNUTSON 6/13/2017
MARTHA ANN KNUTSON DATE

Schedule A
Covered Entity

Covered Entity:

List of Covered Entity's Subsidiaries: