

COUNTY OF SAN MATEO
Departmental Correspondence

DATE: December 11, 2001
HEARING DATE: December 18, 2001

TO: Honorable Board of Supervisors
FROM: Margaret Taylor, Interim CEO, Hospital and Clinics *MT*
SUBJECT: Agreement with GE Medical Systems

RECOMMENDATION

Adopt a Resolution

- 1) waiving the Request for Proposals process and authorizing the President of the Board to execute an agreement with GE Medical Systems for Preventative Maintenance and Service on imaging equipment; and
- 2) authorizing the President of the Board to execute an agreement with GE Medical Systems for Preventative Maintenance and Service of General Biomedical and Imaging Equipment.

Background

On June 6, 1995, your Board authorized the purchase of Computed Tomography (CT) equipment at San Mateo County General Hospital (SMCGH) and approved a four-year post warranty service agreement to provide preventative maintenance and service. The agreement ended March 31, 2001, and its renewal was delayed.

The Hospital and Clinics Division has been using outside biomedical engineering services for maintenance and repair of patient care and non-patient care medical equipment for the past 20 years. The division has contracted with COHR Masterplan, selected through a Request for Purchase (RFP) process since 1994. There are also 16 other maintenance agreements for various biomedical and imaging equipment.

Discussion

The recommended actions will result in a consolidated preventive maintenance and services agreement for biomedical and imaging equipment at San Mateo County Health Center. The transition to that consolidated agreement requires a renewal of the agreement for imaging equipment for the term April 1, 2001 through March 31, 2002. The delay in renewing this agreement is due to several factors. The effort to consolidate all GE Medical Systems equipment into a single service agreement could not be accomplished since the delay in relocation to the D&T Center affected warranty dates; the RFP process required re-negotiation of term lengths; and changes in both GE Medical System personnel and County Counsel assignments required additional review by both parties. A waiver of the RFP process is requested for the renewal of this agreement, as the highly technical and proprietary software required to maintain the CT equipment is available only from GE Medical Systems.

A workgroup was created in March 2001 to develop an RFP for Biomedical Services. The group's goal was to consolidate all biomedical engineering and equipment service maintenance from the 16 other services contractors into one contract to reduce expenditures. An RFP was developed and sent to seven vendors in April 2001. All seven vendors responded to the RFP. The four vendors who met the requirements of the RFP attended a pre-bidders meeting and a walk-through of the facility. They were rated on pricing, coverage, regulatory compliance, flexibility of the program, and information system requirements. GE Medical Systems received the highest rating. GE also has excellent references, offers a more comprehensive program including the provision of staffing on-site for the hospital and satellite clinics, and guarantees the highest percentage of up-time at 98%. The consolidated maintenance agreement with GE is for the term January 1, 2002 through December 31, 2004. Upon expiration of the renewal agreement for imaging equipment on March 31, 2002, these services will be automatically transferred to the consolidated agreement for preventive maintenance and services of biomedical and imaging equipment.

A waiver of the Equal Benefits Ordinance is being requested for both agreements with GE Medical Systems. GE does not offer domestic partnership benefits to any of its employees worldwide. GE is the manufacturer of 90% of the imaging equipment San Mateo County Health Center is maintaining; some of which is the Health Center's CT equipment. The highly technical software required to maintain the CT equipment is available only through GE, therefore other maintenance providers would be required to subcontract with GE for the maintenance of this equipment. GE is able to provide remote maintenance services, which guarantees that their equipment will function at a rate of 98% up-time. Other bidders were only able to guarantee a rate of 95% up-time, which will negatively affect patient services.

Term and Fiscal Impact

The term of this agreement for preventive maintenance and repair on imaging equipment is April 1, 2001 through March 31, 2002. The monthly cost for service is \$8,931 or \$107,172 annually. On demand/after hours service shall not exceed \$12,828. The maximum amount of this agreement is \$129,600. Funds have been included in the Hospital and Clinics FY 2001-02 approved budget.

The term of agreement for preventative maintenance and service of general biomedical and imaging equipment is January 1, 2002 to December 30, 2004. The maximum amount of the agreement is \$1,701,336. \$283,556 is included in Hospital and Clinics FY2001-02 adopted budget. Future year recommended budgets will include the following expenses: \$567,112 for FY2002-03; \$567,112 for FY 2003-04; and \$283,556 for FY2004-05.

Last year, the Hospital and Clinics Division spent \$609,805 for all equipment maintenance, parts and labor. The consolidation of 16 maintenance services into one contract for all imaging, laboratory, operating room, central processing, and anesthesia equipment will realize a savings of \$42,693 each year of the agreement for a maximum of \$128,079 during the three year term of the agreement.

RESOLUTION NO. _____

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

RESOLUTION WAIVING THE REQUEST FOR PROPOSALS PROCESS
AND AUTHORIZING EXECUTION OF AGREEMENTS
WITH GE MEDICAL SYSTEMS

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California,
that;

WHEREAS, Ordinance Code Section 2.92.160 authorizes the Board of Supervisors to waive
the Request for Proposals process in any situation where the Board of Supervisors determines that
the best interest of the county could be served without the necessity of proposals; and

WHEREAS, the Director of Hospital and Clinics has asked the Board to waive the Request
for Proposals requirements for the provision of new and continued preventive maintenance and
service on imaging equipment; and

WHEREAS, this Board has determined that the best interest of the county would be served
by waiving the Request for Proposals process for the purpose of preventive maintenance and service
on imaging equipment; and

WHEREAS, it is in the best interest of the County to waive the requirement that the
Contractor provide equal benefits to its employees as required by the County Ordinance, in that
GE is the most cost-effective and efficient provider; and

WHEREAS, there has been presented to this Board of Supervisors for its consideration and
acceptance two agreements, reference to which is hereby made for further particulars, whereby GE
Medical Systems shall provide preventive maintenance and services on San Mateo County General
Hospital's imaging equipment from April 1, 2001 through March 31, 2002 and whereby GE
Medical Systems shall provide full service maintenance including all labor and parts for imaging
and biomedical equipment from January 1, 2002 to December 31, 2004; and

WHEREAS, this Board has been presented with a form of the Agreements and has
examined and approved them as to both form and content and desires to enter into the Agreements:

WAIVER REQUEST MEMO
Template

Date: November 30, 2001
To: John Maltbie, County Manager
From: Margaret Taylor, Interim CEO, Hospital & Clinics Division
Subject: Waiver Request

We are requesting a waiver of the Equal Benefits Ordinance to amend a contract with GE Medical Systems for preventative maintenance and repair biomedical and imaging equipment at San Mateo County Health Center.

This waiver is necessary and in the best interest of the county for the following reason(s):

- Necessary in order to respond to an emergency
- Sole Source
- No compliant contractors are capable of providing the goods/service
- Inconsistent with a grant, subvention or agreement with a public agency
- Is part of a Cooperative or Joint Purchasing Agreement
- Other

GE Medical Systems is the manufacturer of 90% of the imaging equipment San Mateo County Health Center is maintaining. The agreement with GE Medical Systems will eliminate the need of 16 maintenance services for all Imaging, Laboratory, Operating Room, Central Processing, and Anesthesia equipment. San Mateo County Health Center will realize a savings of \$42,693 each year of the agreement for a maximum of \$128,079 during the three year term of the agreement. GE has excellent references, offers a more comprehensive program including the provision of staffing on-site for the hospital and satellite clinics, and guarantees the highest percentage of uptime at 98%. In addition GE is providing access to TIP TV for clinical information at no charge.

- Approved
- Not Approved

Signing Authority

Date

AGREEMENT WITH GE MEDICAL SYSTEMS
FOR PREVENTATIVE MAINTENANCE AND SERVICE
OF GENERAL BIOMEDICAL AND IMAGING EQUIPMENT

THIS AGREEMENT, entered into this _____ day of _____, 2001, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and GE Medical Systems, hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of performing the professional services hereinafter described for the Health Services Agency, and

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Services to be Performed by Contractor

In consideration of the payments hereinafter set forth, Contractor, under the general direction of the Director of Health Services, or her designee, with respect to the product or result of Contractor's services, shall provide full service maintenance including all labor and parts for imaging and biomedical equipment as described in Schedule A and Schedule D, attached hereto and incorporated by reference herein. Such services shall be provided in a professional and diligent manner.

2. Payments

A. Maximum Amount. In full consideration of Contractor's performance of the services described in Schedule A and Schedule D, the amount that County shall be obligated to pay for services rendered under this Agreement shall not exceed ONE MILLION SEVEN HUNDRED ONE THOUSAND THREE HUNDRED THIRTY-SIX DOLLARS (\$1,701,336) for the contract term.

B. Rate of Payment. The rate and terms of payment shall be as specified in Schedule B, attached hereto and incorporated herein. Any rate increase is subject to the approval of the Director of Health Services or her designee, and shall not be binding on County unless so approved in writing. In no event may the rates established in Schedule B be increased to the extent that the maximum County obligation shall exceed the total specified in paragraph 2A above. Each payment shall be conditioned on the performance of the services described in Schedule A and Schedule D to the full satisfaction of the Director of Health Services or her designee.

C. Time Limit for Submitting Invoices. Contractor shall submit an invoice for services to County for payment in accordance with the provisions of Schedule B. County shall not be obligated to pay Contractor for the services covered by any invoice if Contractor presents the invoice to County more than one hundred eighty (180) days after the date Contractor renders the services, or more than ninety (90) days after this Agreement terminates, whichever is earlier.

3. Relationship of Parties

It is expressly understood that this is an agreement between two (2) independent contractors and that no agency, employee, partnership, joint venture or other relationship is established by this Agreement. The intent by both County and Contractor is to create an independent contractor relationship. Contractor expressly acknowledges and accepts his/her tax status

and the tax consequences of an independent contractor. Further, as an independent contractor, Contractor expressly acknowledges and accepts that he/she has no rights, benefits, privileges and/or claims in any form whatsoever under, from, through and/or pursuant to the San Mateo County Civil Service Rules.

4. Hold Harmless

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, or (C) any failure to withhold and/or pay to the government income and/or employment taxes from earnings under this Agreement, or (D) any other loss or cost caused by the negligence of contractor, its officers, agents, employees, or servants, provided that this shall not apply to injuries or damage to the extent County has been found in a court of competent jurisdiction to be liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

5. Insurance

Contractor shall not commence work under this Agreement until all insurance required under this section has been obtained and such insurance has been approved by the Director of Health Services. Contractor shall furnish the Health Services Agency with Certificates of Insurance evidencing the required coverage and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These Certificates shall specify or be endorsed to provide

that thirty (30) days' notice must be given, in writing, to the Health Services Agency of any pending change in the limits of liability or of any cancellation or modification of the policy.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

A. Workers' Compensation and Employer Liability Insurance. Contractor shall have in effect during the entire life of this Agreement, Workers' Compensation and Employer Liability Insurance providing full statutory coverage. In signing this Agreement, County makes the following certification, required by Section 1861 of the California Labor Code:

I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.

B. Liability Insurance. Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by

either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below.

Such insurance shall include:

- 1) Comprehensive General Liability \$5,000,000
- 2) Motor Vehicle Liability Insurance \$5,000,000
- 3) Professional Liability \$ -0-

If this Agreement remains in effect more than one (1) year from the date of its original execution, County may, at its sole discretion, require an increase in the amount of liability insurance to the level then customary in similar County agreements by giving sixty (60) days' notice to Contractor.

County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to County, its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy, and that if County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only. Said certificate(s) of insurance is (are) attached hereto and incorporated by reference herein as Attachment II (and III).

6. Non-Discrimination

Contractor shall comply with the non-discrimination requirements described in Schedule C, which is attached hereto, and incorporated herein.

Contractor shall comply with County admission and treatment policies which shall provide that patients are accepted for care without discrimination on the basis of race, color, religion, sex, sexual orientation, national origin, age, handicap, or political affiliation.

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject Contractor to penalties, to be determined by the County Manager, including, but not limited to:

- i. termination of this Agreement;
- ii. disqualification of Contractor from bidding on or being awarded a County contract for a period of up to three (3) years;
- iii. liquidated damages of TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500) per violation;
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this paragraph, the County Manager shall have the authority to:

- i. examine Contractor's employment records with respect to compliance with this paragraph;
- ii. set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other contractor between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within thirty (30) days of such filing, provided that within such thirty (30) days such entity has not notified Contractor that such charges

are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of its response to the complaint when filed.

With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

7. Assignments and Subcontracts

A. Without the written consent of the Director of Health Services or her designee, this Agreement is not assignable in whole or in part. Any assignment by Contractor without the written consent of the Director of Health Services or her designee is a breach of this Agreement and shall automatically terminate this Agreement.

B. Contractor shall not employ subcontractors or consultants to carry out the responsibilities undertaken pursuant to this contract without the written consent of the Director of Health Services or her designee.

C. All assignees, subcontractors, or consultants approved by the Director of Health Services or her designee shall be subject to the same terms and conditions applicable to Contractor under this Agreement, and Contractor shall be liable for the assignee's, subcontractor's or consultant's acts and/or omissions.

D. All agreements between Contractor and subcontractor and/or assignee for services pursuant to this Agreement shall be in writing and shall be provided to County.

8. Amendment of Agreement

This Agreement is complete and contains all the terms and conditions agreed upon by the parties. No amendment shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement shall be binding on the parties hereto.

9. Records

A. Contractor agrees to provide to County, to any federal or state department having monitoring or reviewing authority, to County's authorized representatives and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine and audit all records and documents necessary to determine compliance with relevant federal, state, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

B. Contractor shall maintain and preserve all financial records relating to this Agreement for a period of four (4) years from the termination date of this Agreement, or until audit findings are resolved, whichever is greater.

10. Compliance with Applicable Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable federal, state, county, and municipal laws, including, but not limited to, the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment I, which prohibits discrimination on the basis of handicap in programs and activities receiving any federal or county financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations.

11. Interpretation and Enforcement

A. Any notice, request, demand or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United States mail, postage

prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid,
addressed:

- 1) In the case of County, to:
San Mateo County
Division of Hospital and Clinics
222 39th Avenue
San Mateo, CA 94403
Attn: Cesar Calderon

or to such person or address as County may, from time to time furnish to
Contractor.

- 2) In the case of Contractor, to:
GE Medical Systems
Attn: Joseph M. Hogan
President and CEO
GE Medical Systems
P.O. Box 41
Milwaukee, WI 53201-0414

Contact:

Albert Hernandez
GE Medical Systems
416 Sycamore Circle
Danville, CA 94526

B. Controlling Law. The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation and performance of this Agreement shall be governed by the laws of the State of California.

12. Term of the Agreement

Subject to compliance with the terms and conditions of this Agreement, the term of this Agreement shall be from January 1, 2002 through December 31, 2004. This Agreement may be terminated by Contractor, Director of Health Services or her designee at any time upon thirty (30) days' written notice to the other party.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

GE MEDICAL SYSTEMS

By: _____
Michael D. Nevin, President
Board of Supervisors, San Mateo County

By: Albert Hernandez

Date: _____

Date: 11/29/2001

ATTEST:

By: _____
Clerk of Said Board

Date: _____

SCHEDULE A

In consideration of the payments set forth in Schedule B, Contractor shall provide shall provide full service and preventive maintenance on imaging and biomedical equipment at San Mateo County Health Center.

Full service includes all labor and parts, including glass, probes, and uptime guarantees.

Preventive Maintenance includes the following:

- a) Two full-time onsite Biomedical Engineers
- b) Off-site clinics will be covered by GE support teams
- c) All parts and labor
- d) Electrical safety checks on all equipment
- e) On-site computer systems for data management and report
- f) Preventive maintenance includes Laboratory, Operating Room, Processing, and Anesthesia equipment.

SCHEDULE B

In consideration of the services provided by Contractor in Schedule A, County shall pay Contractor based on the following fee schedule:

COVERAGE	Quarterly	Annual	3 year term
Imaging	\$61,278	\$245,112	\$735,336
Biomedical	\$80,500	\$322,000	\$966,000
TOTAL	\$141,778	\$567,112	\$1,701,336

County shall pay Contractor quarterly within 30 days of receipt of invoice. The term of this agreement is January 1, 2002 to December 31, 2004. Total payment for services provided under this agreement shall not exceed \$ ONE MILLION SEVEN HUNDRED ONE THOUSAND THREE HUNDRED THIRTY-SIX DOLLARS (\$1,701,336).

SCHEDULE C

Contract between County of San Mateo and GE Medical Systems, hereinafter called "Contractor."

- a. No person shall, on the grounds of race, color, creed, national origin, religious affiliation or non-affiliation, sex, sexual orientation, marital status, age (over forty (40)), disability, medical condition (including but not limited to AIDS, HIV positive diagnosis, or cancer), political affiliation or union membership be excluded from participation in, be denied the benefits of, or be subjected to discrimination under this Agreement.
- b. Contractor shall insure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under this contract. Contractor's personnel policies shall be made available to County upon request.
- c. Contractor shall assure compliance with Section 504 of the Rehabilitation Act of 1973 by submitting a signed letter of assurance (Attachment I) of compliance. Contractor shall be prepared to submit a self-evaluation and compliance plan to County upon request within one (1) year of the execution of this Agreement.

Attachment I

Assurance of Compliance with Section 504 of the
Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called the "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of and for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- a. employs fewer than 15 persons.
- b. employs 15 or more persons and, pursuant to Section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a)), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Gayle Wessel

Name of 504 Person - Type or Print

GE Medical Systems

Name of Contractor(s) - Type or Print

P.O. Box 414

Street Address or PO Box

Milwaukee

City

WI

State

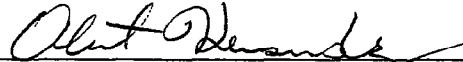
53201-0414

Zip Code

I certify that the above information is complete and correct to the best of my knowledge.

11/29/01

Date



Signature and Title of Authorized Official

*Exception: DHHS regulations state that:

"If a recipient with fewer than 15 employees finds that, after consultation with a handicapped person seeking its services, there is no method of complying with (the facility accessibility regulations)...other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

GE MEDICAL SYSTEMS
COMPRECARE® AGREEMENT

CUSTOMER NAME: San Mateo County Health Center
ADDRESS: 222 W 39th Avenue
City, State, Zip: San Mateo CA 94403

CONTRACT #:
PRESENTATION DATE: November 19, 2001

GENERAL TERMS AND CONDITIONS

GE Medical Systems (a division of General Electric Company) and/or its subsidiaries (hereinafter referred to as "GE," "we," "our," or "us") will provide Service Support to you, (CUSTOMER NAME), (hereinafter referred to as "you" or "your"), in accordance with the terms and conditions of this Agreement.

In some cases, a GE subsidiary may be solely responsible to provide Service Support for some Equipment (usually Biomedical Equipment) identified in a Transaction Schedule. In these cases, (a) the name of the GE subsidiary will be prominently shown on the Transaction Schedule(s), or applicable exhibits to the Transaction Schedule(s), and (b) you and we agree that the identified GE subsidiary is solely responsible to provide Service Support for that Equipment under such Transaction Schedule(s) just as if you had entered into that Transaction Schedule directly with the GE subsidiary.

Charges, Payments and Taxes

The dollar amount and due dates of payment of the Periodic Charge for our Service Support are set forth in the "Term and Periodic Charge" section of each Transaction Schedule.

The first installment of Annual Fixed Charges will be due when the Term begins. One installment will be due on the same day of each consecutive Payment Period until the Annual Fixed Charges are paid in full. We will invoice you for payment of each installment.

The pricing quoted in this Agreement remains effective provided you and we execute this Agreement within 90 days from the presentation date (as reflected on page 1 of this Agreement).

Any other applicable taxes will be invoiced to and payable by you, along with the Periodic Charge, unless we receive a tax exemption certificate from you which is acceptable to the taxing authorities.

SERVICE SUPPORT

Equipment Inspection

Equipment to be covered under this Agreement is to be in working order and in reasonably good repair. We are responsible for inspecting each item of Equipment within 30 days of assuming service responsibility. If our inspection reveals an item of Equipment which is inoperative or in need of substantial repair, we will notify you within the next 30 days, and you are responsible for bringing that item of Equipment into operable, safe and normal operating condition. If you request, we will make necessary repairs in accordance with our standard non-contract rates and policies then in effect for such service. We are responsible for repairs related to preexisting conditions not identified during the 30 day inspection period which should have been discovered through the use of reasonable care during the inspection, subject to the other terms and conditions of this Agreement. If any Equipment is in storage, not in use, or not available for inspection during the 30 day inspection period, you are responsible for all repairs necessary to bring that item of Equipment into operable, safe and normal operating condition.

Service Support will consist of the following, except to the extent specifically described in the "Exclusions" and "Your Responsibilities" sections of this Agreement and any specific exclusions or responsibilities specified in a Transaction Schedule.

Planned Maintenance Service

We or our Service Suppliers(s) will provide, during the coverage hours of a Transaction Schedule, the following applicable planned maintenance service for the Equipment covered by the Transaction Schedule:

An electrical and hydraulic system inspection, CPU and Software functionality test, magnetic tape and disc drive alignment, patient light and laser alignment, leakage current test and adjustment, power supply adjustment, mechanical interlock and assembly check, Equipment lubrication and filter replacement if applicable.

We or our Service Supplier(s) will provide for service call dispatch, and will assist you in your capital asset management and JCAHO compliance, for all Equipment listed in a Transaction Schedule.

Remedial Maintenance Service

We or our Service Supplier(s) will provide, during the coverage hours of a Transaction Schedule, the following remedial maintenance service for the Equipment covered by the Transaction Schedule:

Remedial maintenance is unscheduled repair service as required for Equipment covered under a Transaction Schedule. Replacement parts as required (including x-ray tubes if elected by you) are provided on a new, exchange (refurbished), or functionally equivalent used part basis with installation labor included. Replaced parts become our property and will be promptly removed by us from the Site.

Maintenance Service Outside Coverage Hours or Scope of Service Support

Subject to the availability of personnel, we or our Service Supplier(s) will provide, at your request and additional expense, planned and/or remedial maintenance service outside the Service Support coverage hours chosen by you or outside the scope of Service Support described above or specifically described in a Transaction Schedule. The charge for such service rendered will be in accordance with our standard rates and policies then in effect for such service.

Periodic Performance Review

We will provide you reports of the current operational and technical performance of the Equipment on a mutually agreed upon schedule. We will also conduct with your approved representative an Equipment review of operational and technical performance on a mutually agreed upon schedule.

Subcontracts And Assignments

We and/or our subsidiaries may subcontract to Service Supplier(s) of our choice any of our Service Support obligations to you. No such subcontract will release us or our subsidiaries from those obligations to you, and we will review our choice(s) of Service Supplier(s) with you prior to finalizing arrangements.

Any assignment of a Transaction Schedule will be void without the other party's prior written consent. Upon the expiration of a Transaction Schedule, we will assign to you the unexpired portion of any product or service warranty we have received from an Equipment manufacturer or Service Supplier regarding Equipment covered by our Service Support under a Transaction Schedule, to the extent the warranty is assignable.

Independent Contractor; Solicitation Of Our Employees

We are an independent contractor of yours. Our employees are under our exclusive direction and control. Our representatives' and Service Suppliers' employees are under their exclusive direction and control. Your employees are under your exclusive direction and control. Nothing in this Agreement will be construed to designate you, us, any of your or our employees, representatives, our Service Supplier(s) or any of their employees as the employees, agents, joint venturers or partners of the other(s).

For the duration of any Transaction Schedule, and for 90 days after expiration of any Transaction Schedule, you agree that you and your controlled affiliates will not directly or indirectly solicit any employees of ours or our subsidiaries who are engaged in providing services to you or your affiliates under this Agreement. In the event of a breach of this provision, you agree to pay us a sum equal to twelve (12) months pay for each solicited employee at the rate we or our subsidiary paid the person during his or her last full month of employment with us.

Equipment Additions and Removals

Any Equipment added to your inventory during the Term of any Transaction Schedule of the type identified under "Service Options" on any Transaction Schedule to this Agreement will be added to the appropriate Transaction Schedule, with a coverage start date effective at the end of any applicable warranty period. The Periodic Charge for the added Equipment will be based on system pricing under this Agreement for comparable technology and configurations. The Periodic Charge applicable to added Equipment will begin on the coverage start date.

You may, at your option after 30 days prior written notice to us, remove Equipment from a Transaction Schedule, if the Equipment is permanently removed from use by you, or as otherwise agreed by us. We may remove an item of Equipment from a Transaction Schedule upon written notice to you that in our reasonable opinion, the Equipment can no longer be effectively or safely maintained or repaired. Equipment removals will be addressed by an addendum to the appropriate Transaction Schedule. The Periodic Charge applicable to such Equipment will be discontinued on the effective date of removal.

End Of Maintenance Support Announcement

In the event we, or any manufacturer of Equipment being supported under this Agreement, make a future general commercial announcement that we or they will no longer offer service contracts for an item of Equipment or Equipment component covered by this Agreement, then upon no less than 12 months prior written notice to you, we may at our option remove any such item(s) of Equipment or Equipment component(s) from service coverage under this Agreement, with an appropriate adjustment of charges hereunder, without otherwise affecting this Agreement.

Existing Service Arrangements

If you have continuing service arrangements with other vendors for service on any item of Equipment identified in a Transaction Schedule, or if any Equipment is covered by a warranty from another vendor, the terms and conditions of those arrangements or warranties are not altered in any way by this Agreement and we are not assuming any obligations under those arrangements or warranties. The terms and conditions of this Agreement do not apply to Equipment covered by such arrangements or warranties until the expiration or legally permissible and proper termination of such arrangements or warranties. In as much as you have chosen us as your comprehensive service provider as provided herein, and have asked us to include such Equipment on the Transaction Schedule(s), you agree to evaluate and pursue all reasonable avenues for expeditious, legally permissible and proper termination of any such service arrangements and to take no steps to cause the premature termination of any such warranties.

YOUR RESPONSIBILITIES

General Responsibilities

During the Term of this Agreement, you will do the following:

Maintain the Site and environment (including temperature and humidity control, incoming power quality, and fire protection system) in a condition suitable for operation of the Equipment.

Provide and maintain appropriate phone line(s) at the Site for our use of an InSite Package and/or for our on-site use, if applicable.

Subject to the terms of any applicable licenses or other agreements, provide us all operating and maintenance manuals and related materials related to each item of Equipment which is in your possession. We will acquire any additional necessary operating and maintenance materials which are available at your expense. All such operating and service materials will remain or become your property.

You acknowledge that you are solely responsible for ensuring that all personnel other than our or our Service Supplier's personnel who are permitted to operate the Equipment are adequately trained in the proper operation of the Equipment.

You agree to provide our on-site personnel suitable parking facilities at no charge.

Where our on-site personnel are needed, you will provide us at no charge a secure work area, telephone with outside access, utilities and furnishings such that our personnel may safely and efficiently service the Equipment. All facilities, utilities and furnishings will remain your property.

Make normal operator adjustments to the Equipment as specified in the Equipment operation materials.

Provide a suitable delivery dock and storage capability at the Site for our use.

Make the Equipment available to us for our Service Support in accordance with a mutually acceptable service appointment schedule.

Regulatory Information

You agree that you will fully and accurately account for, and report in any applicable cost reports, all services and items received from us under this Agreement, in a way that complies with all applicable laws, including the federal Social Security Act and implementing regulations relating to the Medicare, Medicaid, and other Federal Health Care programs.

Agency Authorization Agreement

You agree to sign the attached Agency Authorization Agreement promptly upon execution of this Agreement in order to help enable us to provide Service Support most efficiently and effectively, should circumstances described in the Agency Authorization Agreement arise.

Service Material Use And Data Access

In connection with the installation, configuration, maintenance, repair and/or deinstallation of the Equipment, GE might deliver to the Site, along with the Equipment or separately, and store at the Site, attach to or install on the Equipment, and use, materials that have not been purchased by or licensed to you. You hereby consent to (a) this delivery, storage, attachment, installation and use, (b) to the presence of GE's locked cabinet or box on the Site for storage of this property, and (c) to GE's removal of all or any part of this property at any reasonable time, all without charge to GE. The presence of this property within the Site will not give you any right or title to this property or any license or other right to access, use, or decompile this property. Any access to or use of this property (except in compliance with GE's written direction to you to determine Equipment performance on GE's behalf) and any decompilation of this property by anyone other than GE's personnel is prohibited. You agree that you will use reasonable efforts to protect this property against damage or loss and to prevent any access to or use or decompilation of this property contrary to this prohibition.

You agree to permit GE to connect to the Equipment, or to otherwise access data related to the Equipment or the Service Support provided, to allow GE to gather, aggregate, compile, and use Equipment and resource usage data in various ways including quality initiatives, benchmarking, and reporting services. The data collected by GE will be used, during and after the term of this Agreement, in a manner that will maintain patient and customer level confidentiality.

CT SLICE USAGE

Excess slice usage for all GE and non-GE CT systems covered under this Agreement is calculated as the difference between a covered system's actual slice usage in a contract year and the top of the range of the covered system's current slice band. The excess slice charge is our then current published charge per each excess slice. Any invoice for the excess slice usage is due and payable at the end of any twelve month period of this Agreement in which the contracted range was exceeded.

EXCLUSIONS

Service Support will not include the following:

Any service for components of the Equipment not identified in a Transaction Schedule.

Any maintenance or repair service to be provided by you.

The provision, payment or reimbursement of any rigging or facility cost.

Any service or downtime caused by (1) a design, specification or instruction provided by you or your representative; (2) your failure to fulfill your responsibilities under this Agreement; (3) the failure of anyone other than us or our Service Supplier(s) to comply with our written instructions or recommendations; (4) your combining the Equipment with any item of others or with any incompatible item of ours; (5) any alteration or improper storage, handling, use or maintenance of any part of the Equipment by anyone other than us or our Service Supplier(s); (6) your failure to acquire or install upgrades, or take other actions, which we may recommend so that GE Equipment properly functions using dates after December 31, 1999; (7) any item of others failing to properly function using dates after December 31, 1999; (8) design or manufacturing defects in any item of others; (9) anything external to the Equipment, including without limitation a building, van or trailer, structure deficiency, power surge, fluctuation or failure, and air conditioning failure; (10) anything beyond our reasonable control other than service necessitated by normal Equipment usage.

Accessories, supply items and consumables including but not limited to batteries, cassettes, copier drums, electrodes, fiber optics, fiber optic bundles, filters, image intensifiers, laser tubes, film magazines, paddles, patient cables, radiation sources, refrigeration, compressors, styli, software, top assemblies or transducers unless specifically included in writing as an option to a Transaction Schedule.

The cost of factory reconditioning when, in our opinion, it is necessary to have the Equipment or any component of the Equipment rebuilt at the factory because repair or parts replacement by us within the Site cannot maintain it in satisfactory operating condition.

Service required under a manufacturer's warranty or with respect to Equipment upgrades, installations, certification surveys or Equipment relocation.

Any other service specifically excluded in a Transaction Schedule.

For Biomedical Equipment our responsibility for repair cost (labor and parts) per item of Equipment per occasion shall be limited to 50% of the item of Equipment's then current value. We will provide you a written itemized estimate of repair cost for any item of Equipment should the repair cost per any occasion exceed this limit.

UPTIME PERFORMANCE

Uptime Performance Promise

We promise at least 95% uptime performance for each covered item of Diagnostic Imaging equipment ("Equipment"). Should an item of Equipment fail to meet our 95% uptime performance promise in any 6 month period due to our service defects (or, for GE Equipment only, our design or manufacturing defects), we will provide a reduction in the amount of the then current Annual Fixed Charges for the affected Equipment during the next 6 month period of this Agreement or any renewal as follows:

<u>% in Service</u>	<u>Credit</u>
95% - +	0%
90% - 94.9%	5%
85% - 89.9%	10%
< 85%	15%

The above is the sole and exclusive remedy for GEMS' failure to meet its Uptime Performance Promise.

Uptime Performance Calculations

The basis for each measurement period is your elected Coverage Hours of a hours per day, b days per week for 26 weeks, less c hours spent on planned maintenance during that interval.

a hours per day x *b* days per week x 26 weeks
- *c* hours for planned maintenance.....[(*a* x *b* x 26) - *c* hours] = hrs
required in-service hours at the % uptime level. [(*a* x *b* x 26) - *c*] x (Uptime Performance Promise) % = hrs

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

Planned maintenance time will not be included in the calculation of downtime. If our responding service representative agrees the Equipment is inoperable due to a covered defect, the Equipment will be considered out of service from the time the request for service was received at our designated facility until the Equipment is once again turned over to you for operation. Should you fail to give us immediate and unencumbered access to the Equipment or continue to obtain scans after notifying us of any Equipment failure, the Equipment will be considered to be in service.

TiP-TV SATELLITE TRAINING NETWORK SUBSCRIPTION

Your Right to Use the Broadcasts

You are granted during the term of this subscription a limited, non-exclusive, non-transferable license to do the following:

Use our Satellite Dish and IRD to receive and decode our Broadcasts.

Receive your selected Broadcasts and, when applicable, obtain one set of printed supplementary material for the sole use and educational purposes of your Health Care Employees. You have the right to reproduce these printed materials for the educational use of your Health Care Employees. Certain supplementary materials on the Broadcast may be made available to non-employees with our prior written consent.

Make one videotape copy of each Broadcast solely for the educational use of your Health Care Employees, and retain it for the life of the copy. You may not copy, edit, alter, sell, rent, or part with possession of your videotape copy of the Broadcasts.

Internally display our Broadcasts through a transmission system (preferably through a central television distribution system) located within your Site. The Broadcasts may not be transmitted to nor shown at other geographic locations outside of your Site, nor shown in any public or patient areas of your Site or to anyone other than your Health Care Employees. Certain Broadcasts may be viewed by non-employees with our prior written consent.

The Broadcasts are protected by the copyright laws of the United States and by applicable international treaties. No right under copyright is transferred to you by virtue of this subscription, except as specifically provided in this subscription.

The rights granted to you under this subscription will not affect the exclusive ownership by us and/or our vendors of any trademarks, copyrights, patents, or common law property rights that pertain to our Satellite Dish, the IRD or Broadcasts licensed to you.

Your TiP Subscription Responsibilities

You agree, during the term of this subscription, to:

Assist us or our agents to determine the compatibility of your existing Satellite System or, if necessary, the requirements of a new Satellite System to receive our Broadcasts through use of our satellite signal and IRD.

Assist us or our agents in obtaining all federal, state and local variances, permits and authorizations to install and use the Satellite System and the Satellite Dish necessary to receive our Broadcasts at the Site.

Obtain and maintain all facilities necessary to receive our Broadcasts at the Site through use of our IRD including a viewing room, television or monitor, telephone and VCR (if desired) needed for Health Care Employees to participate in Broadcasts.

Designate one or more employees to act as a DI Broadcast Coordinator, an Education Coordinator and an Audio-Visual Coordinator for each Site receiving Broadcasts.

Maintain our Satellite Dish and IRD in operational condition, and replace any inoperable Satellite Dish or IRD that fails for reasons other than a design or manufacturing defect or normal wear and tear.

Return our Satellite Dish and IRD to us in operational condition, and pay for deinstallation and freight expenses, all within thirty days after the effective date of expiration of this subscription. If our Satellite Dish and IRD are not returned within thirty days, we will bill you and you agree to pay a charge of \$100 for each day of delay beyond the 30 day period.

Our TiP Subscription Responsibilities

We will provide to you during the term of this subscription:

Use of our Satellite Dish and IRD, toll-free help desk support during normal business hours and detailed specifications and instructions for your installation of our Satellite Dish and IRD.

Installation of a standard Satellite Dish, at your request (you will be responsible for costs and any expenses due to special circumstances including but not limited to government permitting and licensing requirements).

Toll-free help desk support during the initial Satellite Dish and IRD performance and signal quality test, and prior to each Broadcast.

A replacement for any Satellite Dish or IRD owned by GE Medical Systems that fails to properly operate solely because of a design or manufacturing defect, or normal wear and tear.

Initial and periodic Satellite System tests to assess the quality of your Satellite System to receive our Broadcasts during the term of this subscription.

Title And Risk Of Loss

We keep title to the Satellite Dish, IRD, Broadcasts and any copies of Broadcasts. You will preserve our title in these items free and clear of all claims, encumbrances and liens, and will not transfer custody of them to a third party without our prior written consent. You may not alter any part of the IRD or allow others outside the Site access to our IRD.

You are responsible for risk of loss or damage to the Satellite Dish and IRD from the time we deliver them to you until the time you return them, at your expense, to us at the end of this subscription.

TIP-TV Liability Disclaimer

You agree that we will have no liability with respect to our Satellite Dish or IRD licensed to you except to replace it at our expense, in the event it fails to operate solely because of a design or manufacturing defect, or normal wear and tear.

You agree that we will have no liability with respect to the accuracy or completeness of any information contained in our Broadcasts. We will use reasonable efforts to make an appropriate correction if we determine there is a material inaccuracy in these Broadcasts. Posted schedules, and program formats and content are subject to change at our discretion without prior notice.

You agree that we will not be liable for, nor will credit be given for, any failure or interruption of Broadcast programming, equipment failure or services due to Acts of God, strikes, emergencies, power failure, regulatory or other governmental action, and action or inaction by you, your employees, agents, or invitees, your breach of this Agreement, or other causes beyond our control.

COMPRE CARE^E OPTION AND DISCLAIMER

As part of our Service Coverage you will be eligible to use a purchasing channel called The Power Buyer Service to obtain products or services directly from other suppliers. The Power Buyer Service, which is available to you as a CompreCare customer, provides exclusive benefits such as enhanced discounts, extended warranties and free systems analysis (benefits vary by supplier). Notwithstanding any recommendations, referrals or introductions we make to you, you will independently investigate and test products and services and will have sole responsibility for determining the suitability of products and services purchased by you through The Power Buyer Service from participating suppliers. We will not be responsible for the performance or delivery of products or services purchased by you under The Power Buyer Service, and we have no liability with respect to claims, whether in contract, warranty, tort and strict liability, relating to or arising from the use of those products and services.

If you participate in a Group Purchasing Organization (GPO) agreement that covers products and/or services you are interested in purchasing through The Power Buyer Service, you will not be eligible for The Power Buyer Service for the affected products and/or services. You would then rely on the benefits and pricing provided under the GPO agreement.

DEFINITIONS

"Advanced Service Package" means our proprietary service Software, firmware, documentation, and tangible instruments or instrument combinations developed by and/or provided to us for our installation, maintenance, repair, and/or de-installation of the Equipment, as well as any upgrades or revisions of this material, which bear a yellow cover and/or incorporate or display a notice that states substantially the following:

"ADVANCED SERVICE SOFTWARE or DOCUMENTATION or TOOLS
PROPERTY OF GE
FOR GE SERVICE PERSONNEL ONLY
NO RIGHTS LICENSED-DO NOT USE OR COPY
DISCLOSURE TO THIRD PARTIES PROHIBITED"

"Agreement" means this document, entitled "GE Medical Systems CompreCare Master Agreement" and its Transaction Schedule(s) and Exhibits.

"Annual Fixed Charge" means the monetary amount, identified in the "Term and Periodic Charge" section of the Transaction Schedule, which is the total annual charge for the Service Support we will provide to you in accordance with the terms and conditions of that Transaction Schedule.

"Audio-Visual Coordinator" means the person you designate to facilitate the installation of the Satellite System, and who is responsible for assisting us to ensure that the Site is continuously able to receive our Broadcasts by performing signal tests, providing Site information we request, and performing other duties we reasonably deem to be necessary.

"Broadcast(s)" means TiP Healthcare, TiP Diagnostic Imaging and The Health Channel, our subscription, fee based satellite television program services aired through the TiP-TV satellite network to the Sites, along with any supplementary materials.

"DI Broadcast Coordinator" means the person you designate to be the ongoing liaison with us in relation to TiP Diagnostic Imaging Broadcasts, who is responsible for coordinating DI Broadcast viewership and performing other duties we reasonably deem to be necessary.

"Diagnostic Imaging and/or Biomedical Equipment" or **"Equipment"** means the hardware identified in one or more Transaction Schedules to this Agreement and all additions to and modifications, substitutions and replacements of that hardware. It specifically excludes the Advanced Service Package, the InSite Package, and all parts of those packages.

"Education Coordinator" means the person you designate to be the ongoing liaison with us in relation to TiP Healthcare Broadcasts, who is responsible for coordinating TiP Healthcare Broadcast viewership and performing other duties we reasonably deem to be necessary.

"Health Care Employee" means any person employed by you at the Site whose primary responsibility is to provide health care directly to human beings.

"InSite" means our proprietary remote service Software, hardware, firmware, documentation, and tangible instruments or instrument combinations developed by and/or provided to us for our assembly, installation, configuration, maintenance, repair, and/or de-installation of the Equipment, as well as any upgrades or revisions of this material, which bear a red cover or label and/or incorporate or display a notice that states substantially the following:

"INSITE
PROPERTY OF GE
FOR GE SERVICE PERSONNEL ONLY
NO RIGHTS LICENSED - DO NOT USE OR COPY
DISCLOSURE TO THIRD PARTIES PROHIBITED"

For the purposes of this Agreement **"InSite"** also includes our biomedical services database software, and MMCS Software, a services database software, and related materials developed by and/or provided to our subsidiaries.

"InSite Package" means the Advanced Service Package, InSite, Manufacturing Material, and Vendor Service Package.

"IRD" means an integrated receiver decoder which we license to you to install and use our Broadcasts.

"Manufacturing Material" means our proprietary manufacturing, engineering and/or developmental Software, hardware, firmware, documentation, and tools developed or under development by and/or provided to us for our assembly, configuration and/or possible service of the Equipment, as well as any upgrades or revisions of this material, which bear a red cover or label and/or incorporate or display a notice that states substantially the following:

"MANUFACTURING MATERIAL
PROPERTY OF GE
FOR GE SERVICE PERSONNEL ONLY
NO RIGHTS LICENSED - DO NOT USE OR COPY
DISCLOSURE TO THIRD PARTIES PROHIBITED"

"Periodic Charge" means the monetary amount, identified in the "Term and Periodic Charge" section of the Transaction Schedule, which is payable in advance in periodic installments by you to us, as specified in that Transaction Schedule, for the Service Support we will provide to you in accordance with the terms and conditions of that Transaction Schedule.

"Satellite Dish" includes a fixed satellite receive-only dish reflector, roof mount, feed horn adapter, feed horn cover, digital Ku-band LNB (low noise block) and roof padding for roof mounts, which we license to you to install, maintain and use our Broadcasts.

"Satellite System" means a Ku-band LNB satellite receiver system which is compatible with our satellite signal and IRD.

"Service Supplier" means any individual or firm appointed by us to render services under a Transaction Schedule in fulfillment of our Service Support obligations to you.

"Service Support" means the maintenance, repair, and other service specifically described in a Transaction Schedule to be provided by us or our Service Supplier(s) to you with respect to the specific Equipment in accordance with the terms and conditions of that Transaction Schedule.

"Site" means the specific geographic location or the specific vehicle and geographic location identified in a Transaction Schedule within which the Equipment will be used by you and any InSite Package that might be used by us or which you identify where you will review and view the Broadcasts.

"Software" means a computer program or compilation of data that is fixed in any tangible medium of expression, or any storage medium from which the program may be perceived, reproduced or otherwise communicated, either directly or with the aid of a machine or device.

"Term" or "Term of a (that) Transaction Schedule" means the period of time, identified in the "Term and Periodic Charge" section of the Transaction Schedule, over which we have agreed to furnish to you and you have agreed to acquire from us Service Support with respect to the Equipment identified in each (or a particular) Transaction Schedule.

"Transaction Schedule" means an integral part of this Agreement which sets forth additional terms and conditions between us. Each Transaction Schedule constitutes a transaction existing in accordance with its own terms and conditions separate from and independent of all other Transaction Schedule(s) covered by this Agreement. To the extent any provision of a Transaction Schedule directly and irreconcilably conflicts with a provision of this Agreement, the conflicting provision of that Transaction Schedule will prevail.

"Vendor Service Package" means vendor proprietary service Software, firmware, documentation, and tangible instruments or instrument combinations provided by a vendor to us for our installation, maintenance, repair, and/or de-installation of vendor-supplied components of the Equipment, as well as any upgrades or revisions of this material, which bear a red cover or label and/or incorporate or display a notice that states substantially the following:

"GE VENDOR SERVICE SOFTWARE or
DOCUMENTATION or TOOLS
PROPERTY OF GE
FOR GE SERVICE PERSONNEL ONLY
NO RIGHTS LICENSED - DO NOT USE OR COPY
DISCLOSURE TO THIRD PARTIES PROHIBITED"

OTHER TERMS AND CONDITIONS

Excusable Delays

Neither we nor you are liable for delays in performance due to a cause beyond our or your reasonable control. These causes include, without limitation, any delay of sources to supply labor or materials, government priorities, and labor or transportation problems. If such a delay occurs, we or you, as the case might be, may extend our or your performance time by a period of time equal to the delay.

Default

Your breach under this Agreement or a breach by you or any entity managed or controlled by you or by any principal of yours under any other agreement or contract with us, regardless of when the agreement or contract was entered into, will, at our sole option, if the breach is not cured within 30 days after written notice of the breach, constitute a default of this Agreement and all other agreements and contracts between you and/or such a principal or entity and us. In such an event, we may at our option (1) withhold performance under this Agreement and any or all of the other agreements and contracts until a reasonable time after all defaults have been cured, (2) declare all sums, due and to become due, to be immediately due and payable under this Agreement and any or all of the other agreements and contracts, and/or (3) do anything else which the law permits.

You may terminate an item of Equipment from this Agreement in the event we fail to remedy a material breach of our obligations under this Agreement for such Equipment, which failure will continue for 60 days after our receipt of written notice from you of such a breach. However, if curing the material breach within 60 days is not possible under the circumstances using commercially reasonable efforts, there will be an addition of time not to exceed 30 days in which we may remedy the situation. Upon termination of the item of Equipment, neither party will have any further obligations under this Agreement for such service except for (i) payment obligations arising prior to the date of termination and (ii) obligations, promises or covenants contained in this Agreement which by their terms must extend beyond the termination date. Termination of an item of Equipment under this paragraph will not be deemed a material breach of this Agreement.

Warranty Disclaimer

In view of the comprehensive nature of our contractual obligations to you, there are no warranties provided under this Agreement.

All service and all items to support service under this Agreement are provided AS IS UNDER THE TERMS OF THIS AGREEMENT. NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLIES TO ANYTHING PROVIDED BY US OR OUR SERVICE SUPPLIER(S).

Limitations Of Remedies And Damages

THE TOTAL LIABILITY OF US, OUR REPRESENTATIVES, AND SERVICE SUPPLIER(S) TO YOU AND YOUR EXCLUSIVE REMEDY RELATING TO THIS AGREEMENT AND THE SERVICE TO BE PROVIDED UNDER IT IS LIMITED TO THE PERIODIC CHARGE FOR THE SERVICE WHICH IS THE BASIS FOR THE CLAIM.

You agree that we, our representatives, and Service Supplier(s) have no liability to you for (1) any punitive, incidental, or consequential damages such as lost profit or revenue, (2) any assistance not required under this Agreement, or (3) anything occurring after the end of a Transaction Schedule or this Agreement.

You will be barred from any remedy unless you give us prompt written notice of the problem complained of.

This is a commercial service transaction. Any claim related to this Agreement will be covered solely by commercial legal principles. WE, OUR REPRESENTATIVES, AND SERVICE SUPPLIER(S) WILL NOT HAVE ANY NEGLIGENCE OR OTHER TORT LIABILITY TO YOU AND YOU WILL NOT HAVE ANY NEGLIGENCE OR TORT LIABILITY TO US OR OUR REPRESENTATIVES ARISING FROM THIS AGREEMENT. This limitation does not affect claims by third parties for personal injury due to our, our representatives' or your negligence or product liability.

Confidentiality Of Information

We and our Service Supplier(s) will treat patient information as confidential.

Record Retention And Access

If Section 1861 (v) (1) (I) of the Social Security Act applies to a Transaction Schedule, subsections (i) and (ii) of that Section are made a part of the Transaction Schedule. In such an event, we agree to retain and make available and to insert the requisite clause in each applicable subcontract requiring our subcontractor to retain and make available, the contract(s), book(s), document(s) and record(s) to the person(s), upon the request(s), and for the period(s) of time as required by these subsections.

Survival, Waiver, Severability, And Choice Of Law

All of our rights, privileges and remedies with respect to a Transaction Schedule will continue in full force and effect after the end of the Transaction Schedule.

Our failure to enforce any provision of this Agreement is not a waiver of that provision or of our right to later enforce each and every provision. If any part of this Agreement is found to be invalid, the remaining part will be effective.

The law of the state where our Service Support is provided will govern any dispute between us.

Renewal

You and we agree that discussions regarding renewal of the Agreement or a Transaction Schedule will begin no later than 90 days prior to the expiration date of this Agreement or a Transaction Schedule.

Entire Agreement

This Agreement is intended to be the complete and exclusive statement of the terms of the contract between us. No prior proposals, statements, course of dealing or usage of the trade will be a part of this Agreement.

This Agreement may be entered into and modified only by a writing signed by (i) your authorized representative and (ii) the General Manager - HealthCare Services or Vice President - Service of GE Medical Systems, or representative of GE Medical Systems or its subsidiary that either of them authorizes in writing.

You and we have caused this Agreement to be executed by a duly authorized representative of each of us on the date below his/her signature.

GE MEDICAL SYSTEMS

SAN MATEO COUNTY HEALTH CENTER

By Albert Hernandez
(Authorized Signature)

By _____
(Authorized Signature)

Name Albert Hernandez
(Typed or Printed)

Name Michael D. Nevin
(Typed or Printed)

Title Account Manager Service

Title President, Board of Supervisors
San Mateo County

Date 11/24/2001

Date _____



GE Clinical Services Inc. Transaction Schedule

GE MEDICAL SYSTEMS COMPRE CARE AGREEMENT # _____

TRANSACTION SCHEDULE # _____

This Transaction Schedule is attached to and made a part of the GE Medical Systems CompreCare Agreement identified above, and sets forth specific terms and conditions in addition to those in the Agreement.

CUSTOMER NAME

NAME: San Mateo County Health Center ADDRESS: 222 W. 39th Avenue
CITY: San Mateo STATE: CA ZIP: 94403
FED ID or SS# _____

SITE INFORMATION (if different from above)

FIXED SITE	SITE NAME	STREET	CITY	STATE	ZIP
MOBILE SITE	VEHICLE DESCRIPTION AND GEOGRAPHIC OPERATING AREA				

TERM AND PERIODIC CHARGE

TERM

The Term of this Transaction Schedule will commence on Jan 01, 2002 and will expire on Dec 31, 2004.

PERIODIC CHARGE

The Annual Fixed Charge is \$ 322,000.00, plus applicable taxes. The total charge is payable in advance in 4 periodic installment(s) of \$ 80,500.00.

The first installment will be due when the term begins. One installment will be due on the same day of each consecutive payment period until the total charge and all applicable taxes are paid in full. We will invoice you for payment of each installment and all applicable taxes.

EQUIPMENT COVERAGE

See attached Exhibit(s) to this Transaction Schedule for the description of the Equipment, Service Support coverages and hours, and Periodic Charges applicable to this Transaction Schedule.

SERVICE OPTIONS (Select all that apply)

Biomedical Service - CompreCare

Biomed PM Care

Other: Tier 1 Promo "\$5000 Accessories Voucher", Tier 2 Promo "Quality & Compliance Evaluation", Tier 3 Promo "MAPS Study"

GE CLINICAL SERVICES INC. (a subsidiary of GE Medical Systems)

SAN MATEO COUNTY HEALTH CENTER

Prepared by Albert Hernandez
(Typed or Printed)
Title AMS
Approved by Jim King
Title Regional CSI Manager
Date 11/29/2001

By _____
(Authorized Signature)
Name Michael D. Nevin
(Typed or Printed)
Title President, Board of Supervisors
Date San Mateo County



GE Medical Systems Transaction Schedule

GE MEDICAL SYSTEMS COMPRE CARE AGREEMENT # _____

TRANSACTION SCHEDULE # _____

This Transaction Schedule is attached to and made a part of the GE Medical Systems CompreCare Agreement identified above, and sets forth specific terms and conditions in addition to those in the Agreement.

CUSTOMER NAME

NAME: San Mateo County Health Center ADDRESS: 222 W 39th Avenue
CITY: San Mateo STATE: CA ZIP: 94403
FED ID or SS# _____

SITE INFORMATION (if different from above)

FIXED SITE	SITE NAME	STREET	CITY	STATE	ZIP
MOBILE SITE	VEHICLE DESCRIPTION AND GEOGRAPHIC OPERATING AREA				

TERM AND PERIODIC CHARGE

TERM

The Term of this Transaction Schedule will commence on Jan 01/2002, and will expire on Dec 31/2004.

PERIODIC CHARGE

The Annual Fixed Charge is \$ 245,112.00, plus applicable taxes. The total charge is payable in advance in 4 periodic installment(s) of \$ 61,278.00.

The first installment will be due when the term begins. One installment will be due on the same day of each consecutive payment period until the total charge and all applicable taxes are paid in full. We will invoice you for payment of each installment and all applicable taxes.

EQUIPMENT COVERAGE

See attached Exhibit(s) to this Transaction Schedule for the description of the Equipment, Service Support coverages and hours, and Periodic Charges applicable to this Transaction Schedule.

SERVICE OPTIONS (Select all that apply)

- Diagnostic Imaging Service
- Diagnostic Imaging Service Options (X-Ray Tubes, and Ultrasound Transducers/Probes, etc.) as detailed on attached Exhibits to this Transaction Schedule
- TiP-TV Select 20 Broadcast Subscription Included (for contracts valued at greater than \$20,000 annually)
- Other: Includes 50 hours of overtime per year

GE MEDICAL SYSTEMS

Prepared by Albert Hernandez
(Typed or Printed)
Title AMS
Approved by Michael Stue
Title MVS Specialist
Date 11/24/2001

SAN MATEO COUNTY HEALTH CENTER

(Name of Customer)
By _____
(Authorized Signature)
Name Michael D. Nevin
(Typed or Printed)
Title President, Board of Supervisors
Date San Mateo County

**GE MEDICAL SYSTEMS
AGENCY AUTHORIZATION AGREEMENT**

San Mateo County Health Center hereby designates GE Medical Systems as its duly authorized agent to act on San Mateo County Health Center behalf to conduct the following business matters:

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

This agency authorization is effective as of the date shown below and continues in force until **[December 31, 2004]** unless previously revoked by an authorized representative of San Mateo County Health Center in writing.

**SAN MATEO COUNTY HEALTH CENTER
222 W. 39TH AVENUE
SAN MATEO, CA. 94403**

By:

(Authorized Signature)

Name:

Michael D. Nevin

(Typed or Printed)

Title:

President, Board of Supervisors

San Mateo County

Date:

ADDENDUM
TO AGREEMENT WITH GENERAL ELECTRIC MEDICAL SYSTEMS FOR
PREVENTATIVE MAINTENANCE AND SERVICE
(“SAN MATEO TERMS AND CONDITIONS”)
BETWEEN GE MEDICAL SYSTEMS AND
SAN MATEO COUNTY HEALTH CENTER
Quotation No. 99990007A
Contract No. _____

This Addendum modifies the above-referenced Agreement as set forth below, and, except as modified in this Addendum, the Agreement shall go into full force and effect as originally written. Unless otherwise indicated, all terms used herein shall have the meaning ascribed to them in the Agreement. In consideration of the promises and covenants below and in the Agreement, the parties agree to modify the Agreement as follows:

I. AGREEMENT WITH GENERAL ELECTRIC MEDICAL SYSTEMS FOR PREVENTATIVE MAINTENANCE AND SERVICE (“SAN MATEO TERMS AND CONDITIONS”)

12. Term of Agreement

The last sentence of the above-referenced section is deleted in its entirety and replaced with the following:

Should Contractor materially breach our obligations under this Agreement, and fail to remedy such material breach within thirty (30) days after County provides written notice to Contractor of such breach, County may terminate this Agreement; *provided, however*, that if Contractor determine that Contractor cannot cure the breach with reasonable efforts within such 30-day period, Contractor will be entitled to an additional period not to exceed thirty (30) days within which to cure the breach.

II. COMPRE CARE AGREEMENT BETWEEN GE MEDICAL SYSTEMS AND SAN MATEO COUNTY HEALTH CENTER

The following sections of the CompreCare Agreement, Schedule D to the San Mateo County Terms and Conditions, are deleted in their entirety.

Charges, Payments and Taxes
Subcontracts and Assignments
Record Retention

The first paragraph of the following section of the CompreCare Agreement is deleted but the second paragraph remains as written:

Independent Contractor; Solicitation of Our Employees

The following is added to the CompreCare Agreement:

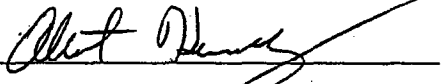
Term; Renewal

A new section is added with the title above and the text below:

Pricing for this Agreement is based on the term of the Agreement. The Term of this Agreement is 36 months, commencing on January 1, ~~2001~~²⁰⁰⁴ and ending on December 31, 2004. You may, at your option, renew this Agreement for a two-year term without any increase in price; *provided* written notice of your intent to renew is given at least ninety days prior to the contract expiration.

An authorized representative of each party has executed this Addendum, which shall be effective on the same date as the Agreement.

GE MEDICAL SYSTEMS

By: 

Name: Albert Hernandez

Title: AMS

SAN MATEO COUNTY HEALTH CENTER

By: _____

Name: Michael D. Nevin

Title: President, Board of Supervisors
San Mateo County

COUNTY OF SAN MATEO

HEATH SERVICES
Hospital and Clinics DivisionMEMORANDUM

Date: October 30, 2001

To: Priscilla Morse, Risk Management/ Pony # EPS 163 Fax # 363-4864

From: Tere Larcina, Hospital and Clinics/Pony # HOS316/Fax # 2267

Subject: Contract Insurance Approval

CONTRACTOR: GE Medical SystemsDO THEY TRAVEL:PERCENT OF TRAVEL TIME:NUMBER OF EMPLOYEES: More than oneDUTIES (SPECIFIC): Contractor will provide preventive maintenance and service for the computed CT equipment in San Mateo County General Hospital Radiology Department.

<u>COVERAGE:</u>	Amount	Approve	Waive	Modify
Comprehensive Liability:	\$5m	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Motor Vehicle Liability:	\$5m	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Professional Liability:	_____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Worker's Compensation:	Statutory	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

REMARKS/COMMENTS:


SIGNATURE

"EXHIBIT A"
CERTIFICATE OF INSURANCE

<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW.</p> <p>NAME AND ADDRESS OF AGENCY:</p> <p>MARSH, INC. 1166 AVENUE OF THE AMERICAS, NY, NY 10036</p> <p>FOR REVISIONS, RENEWALS OR QUESTIONS ON THIS CERTIFICATE CONTACT: STEPHEN G. PALENSCAR (978)524-5210 152 CONANT ST. FAX (978) 524-5278 BEVERLY, MA 01915</p>	<p>COMPANIES AFFORDING COVERAGES</p> <p>COMPANY A ELECTRIC INSURANCE CO LETTER</p> <p>COMPANY B PACIFIC EMPLOYERS INSURANCE CO LETTER</p> <p>COMPANY C INDEMNITY INS. CO. OF NORTH AMERICA LETTER</p> <p>COMPANY D LETTER</p>
<p>NAME AND ADDRESS OF INSURED:</p> <p>GENERAL ELECTRIC COMPANY / GE MEDICAL SYSTEMS</p> <p>3135 EASTON TURNPIKE, FAIRFIELD CT 06431</p>	

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.

COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY PERIOD	LIMITS OF LIABILITY		
					EACH OCCURRENCE	AGGREGATE
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL FORM <input checked="" type="checkbox"/> PREMISES-OPERATIONS <input checked="" type="checkbox"/> XCU <input checked="" type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS HAZARD <input checked="" type="checkbox"/> BLANKET CONTRACTUAL INSURANCE <input checked="" type="checkbox"/> BROAD FORM PROPERTY DAMAGE <input checked="" type="checkbox"/> INDEPENDENT CONTRACTORS <input checked="" type="checkbox"/> SEPARATION OF INSUREDS <input checked="" type="checkbox"/> PERSONAL INJURY <input checked="" type="checkbox"/> OCCURRENCE FORM	G1 9902523	1/1/01 TO 1/1/02	BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$2,500,000	
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> COMPREHENSIVE FORM <input checked="" type="checkbox"/> OWNED <input checked="" type="checkbox"/> HIRED <input checked="" type="checkbox"/> NON-OWNED	ML 01-2	1/1/01 TO 1/1/02	BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$2,500,000	
C	EXCESS LIABILITY <input checked="" type="checkbox"/> FOLLOWING FORM	G2 0581220	12/1/00 TO 12/1/01	BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$2,500,000	
A	WORKERS COMPENSATION AND EMPLOYERS LIABILITY	WC 01-1 Includes USLS&HW and Jones Act Coverage and "All States" Endorsement	1/1/01 TO 1/1/02	<input checked="" type="checkbox"/> STATUTORY LIMITS		
				EACH ACCIDENT	\$2,500,000	
				DISEASE - POLICY LIMIT	\$2,500,000	
				DISEASE - EACH EMPLOYEE	\$2,500,000	

LOCATION:

REMARKS:

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

<p>NAME AND ADDRESS OF CERTIFICATE HOLDER:</p> <p>San Mateo County Hospital</p>	<p>DATE ISSUED:</p> <p align="center"><i>Patricia A. Cody</i></p> <p align="center">PATRICIA A. CODY AUTHORIZED REPRESENTATIVE</p>
--	--

ATTACHMENT 2

Biomedical and Imaging Management

1.	General Description of RFP	Comprehensive Biomedical and Imaging Equipment Maintenance Program
2.	List key evaluation criteria	Price, Coverage, Regulatory Requirements, Flexibility and Presentation
3.	Where advertised	Not Advertised, RFP mailed to 7 vendors who provide the services
4.	In addition to any advertisement, list others to whom RFP was sent	Philips, Cohr, GE Medical Systems, ABG, ABOVE Engineering, Bell Engineering, and Genesis
5.	Total number sent to prospective proposers	7
6.	Number of proposals received	7
7.	Who evaluated the proposals	Director of Materials Management, Radiology Manager, Operating Room Manager, Laboratory Manager, Central Processing Manager
8.	In alphabetical order, names of proposers (or finalists, if applicable) and location	Cohr 21540 Plummer St. Chattsworth, CA 91311-9960 Genesis 210 W. Arrow Hwy., Ste. E San Dimas, CA 91773 GE Medical Systems P.O. Box 414 Milwaukee, WI 53201-0414 Philips Medical Systems 4 Technology Drive, Ste. 100 Irving, CA 92618

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: B E Medical Systems
Contact Person: Albert Hernandez
Address: 416 Sycamore Cir
Danville Ca. 94526
Phone Number: 877-580-3821 Fax Number: Same

II Employees

Does the Contractor have any employees? Yes No

Does the Contractor provide benefits to spouses of employees? Yes No

If the answer to one or both of the above is no, please skip to Section IV.

III Equal Benefits Compliance (Check one)

- Yes, the Contractor complies by offering equal benefits, as defined by Chapter 2.93, to its employees with spouses and its employees with domestic partners.
- Yes, the Contractor complies by offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- No, the Contractor does not comply.
- The Contractor is under a collective bargaining agreement which began on _____ (date) and expires on _____ (date).

IV Declaration

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this 29 day of November, 2001 at San Mateo, Ca.
(City) (State)

Albert Hernandez
Signature

Albert Hernandez
Name (Please Print)

AMS
Title

Contractor Tax Identification Number

AGREEMENT WITH GE MEDICAL SYSTEMS
FOR PREVENTATIVE MAINTENANCE AND SERVICE

THIS AGREEMENT, entered into this _____ day of _____, 2001, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and GE MEDICAL SYSTEMS, hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of performing the professional services hereinafter described for the Health Services Agency, Hospital and Clinics Division; and

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Services to be Performed by Contractor

In consideration of the payments hereinafter set forth, Contractor, under the general direction of the Director of Health Services, or her designee, with respect to the product or result of Contractor's services, shall provide preventive maintenance and service on Imaging equipment as described in Schedule A and Schedule D, attached hereto and incorporated by reference herein. Such services shall be provided in a professional and diligent manner.

2. Payments

A. Maximum Amount. In full consideration of Contractor's performance of the services described in Schedule A and Schedule D, the amount that County shall be obligated to pay for services rendered under this Agreement shall not exceed ONE HUNDRED TWENTY-NINE THOUSAND SIX HUNDRED DOLLARS DOLLARS (\$129,600) for the contract term.

B. Rate of Payment. The rate and terms of payment shall be as specified in Schedule B, attached hereto and incorporated herein. Any rate increase is subject to the approval of the Director of Health Services or her designee, and shall not be binding on County unless so approved in writing. In no event may the rates established in Schedule B be increased to the extent that the maximum County obligation shall exceed the total specified in paragraph 2A above. Each payment shall be conditioned on the performance of the services described in Schedule A and Schedule D to the full satisfaction of the Director of Health Services or her designee.

C. Time Limit for Submitting Invoices. Contractor shall submit an invoice for services to County for payment in accordance with the provisions of Schedule B. County shall not be obligated to pay Contractor for the services covered by any invoice if Contractor presents the invoice to County more than one hundred eighty (180) days after the date Contractor renders the services, or more than ninety (90) days after this Agreement terminates, whichever is earlier.

3. Relationship of Parties

It is expressly understood that this is an agreement between two (2) independent contractors and that no agency, employee, partnership, joint venture or other relationship is established by this Agreement. The intent by both County and Contractor is to create an independent contractor relationship. Contractor expressly acknowledges and accepts his/her tax status and the tax consequences of an independent contractor. Further, as an independent contractor, Contractor expressly acknowledges and accepts that he/she has no rights, benefits, privileges and/or claims in any form whatsoever under, from, through and/or pursuant to the San Mateo County Civil Service Rules.

4. Hold Harmless

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, or (C) any failure to withhold and/or pay to the government income and/or employment taxes from earnings under this Agreement, or (D) any other loss or cost, caused by the negligence of Contractor, its

officers, agents, employees, or servants, provided that this shall not apply to injuries or damage to the extent County has been found in a court of competent jurisdiction to be liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

5. Insurance

Contractor shall not commence work under this Agreement until all insurance required under this section has been obtained and such insurance has been approved by the Director of Health Services. Contractor shall furnish the Health Services Agency with Certificates of Insurance evidencing the required coverage and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These Certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the Health Services Agency of any pending change in the limits of liability or of any cancellation or modification of the policy.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

A. Workers' Compensation and Employer Liability Insurance. Contractor shall have in effect during the entire life of this Agreement, Workers' Compensation and Employer Liability Insurance providing full statutory coverage. In signing this Agreement, County makes the following certification, required by Section 1861 of the California Labor Code:

I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.

B. Liability Insurance. Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below.

Such insurance shall include:

- 1) Comprehensive General Liability \$5,000,000
- 2) Motor Vehicle Liability Insurance \$5,000,000
- 3) Professional Liability \$ -0-

If this Agreement remains in effect more than one (1) year from the date of its original execution, County may, at its sole discretion, require an increase in the amount of liability insurance to the level then customary in similar County agreements by giving sixty (60) days' notice to Contractor.

County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to County, its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy, and that if County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only. Said certificate(s) of insurance is (are) attached hereto and incorporated by reference herein as Attachment II (and III).

6. Non-Discrimination

Contractor shall comply with the non-discrimination requirements described in Schedule C, which is attached hereto, and incorporated herein.

Contractor shall comply with County admission and treatment policies which shall provide that patients are accepted for care without discrimination on the basis of race, color, religion, sex, sexual orientation, national origin, age, handicap, or political affiliation.

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject Contractor to penalties, to be determined by the County Manager, including, but not limited to:

- i. termination of this Agreement;
- ii. disqualification of Contractor from bidding on or being awarded a County contract for a period of up to three (3) years;
- iii. liquidated damages of TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500) per violation;
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this paragraph, the County Manager shall have the authority to:

- i. examine Contractor's employment records with respect to compliance with this paragraph;
- ii. set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other contractor between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within thirty (30) days of such filing, provided that within such thirty (30) days such entity has not notified Contractor that such charges

are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of its response to the complaint when filed.

With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

7. Assignments and Subcontracts

A. Without the written consent of the Director of Health Services or her designee, this Agreement is not assignable in whole or in part. Any assignment by Contractor without the written consent of the Director of Health Services or her designee is a breach of this Agreement and shall automatically terminate this Agreement.

B. Contractor shall not employ subcontractors or consultants to carry out the responsibilities undertaken pursuant to this contract without the written consent of the Director of Health Services or her designee.

C. All assignees, subcontractors, or consultants approved by the Director of Health Services or her designee shall be subject to the same terms and conditions applicable to Contractor under this Agreement, and Contractor shall be liable for the assignee's, subcontractor's or consultant's acts and/or omissions.

D. All agreements between Contractor and subcontractor and/or assignee for services pursuant to this Agreement shall be in writing and shall be provided to County.

8. Amendment of Agreement

This Agreement is complete and contains all the terms and conditions agreed upon by the parties. No amendment shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement shall be binding on the parties hereto.

9. Records

A. Contractor agrees to provide to County, to any federal or state department having monitoring or reviewing authority, to County's authorized representatives and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine and audit all

records and documents necessary to determine compliance with relevant federal, state, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

B. Contractor shall maintain and preserve all financial records relating to this Agreement for a period of four (4) years from the termination date of this Agreement, or until audit findings are resolved, whichever is greater.

10. Compliance with Applicable Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable federal, state, county, and municipal laws, including, but not limited to, the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment I, which prohibits discrimination on the basis of handicap in programs and activities receiving any federal or county financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations.

11. Interpretation and Enforcement

A. Any notice, request, demand or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United States mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed:

- 1) In the case of County, to:
San Mateo County
Division of Hospital and Clinics
222 39th Avenue
San Mateo, CA 94403

or to such person or address as County may, from time to time furnish to Contractor.

- 2) In the case of Contractor, to:
GE Medical Systems
Attn: Albert Hernandez
416 Sycamore Circle
Danville, CA 94526

B. Controlling Law. The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation and performance of this Agreement shall be governed by the laws of the State of California.

12. Term of the Agreement

Subject to compliance with the terms and conditions of this Agreement, the term of this Agreement shall be from April 1, 2001 through March 31, 2002. This Agreement may be terminated by Contractor, Director of Health Services or her designee at any time upon thirty (30) days' written notice to the other party.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

GE Medical Systems

By: _____
Michael D. Nevin, President
Board of Supervisors, San Mateo County

By: Albert Wang

Date: _____

Date: 11/29/2001

ATTEST:

By: _____
Clerk of Said Board

Date: _____

Attachment I

Assurance of Compliance with Section 504 of the
Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called the "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of and for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- a. employs fewer than 15 persons.
- b. employs 15 or more persons and, pursuant to Section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a)), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Gayle Wessel

Name of 504 Person - Type or Print

GE Medical Systems

Name of Contractor(s) - Type or Print

Street Address or PO Box

P.O. Box 41 Milwaukee WI 53201-0414

City State Zip Code

I certify that the above information is complete and correct to the best of my knowledge.

11/29/2001

Date

Oliver D. [Signature] AMS
Signature and Title of Authorized Official

*Exception: DHHS regulations state that:

"If a recipient with fewer than 15 employees finds that, after consultation with a handicapped person seeking its services, there is no method of complying with (the facility accessibility regulations)...other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

SCHEDULE A

In consideration of the payments set forth in Schedule B, Contractor shall provide the following services:

Contractor shall provide a preventive maintenance and service on the following imaging equipment:

<u>EQUIPMENT</u>	<u>ID</u>	<u>DATES</u>
CT Scanner	415573CTHS	04/01/01 – 03/31/02

SCHEDULE B

In consideration of the services provided by Contractor in Schedule A, County shall pay Contractor based on the following fee schedule:

<u>EQUIPMENT</u>	<u>ID</u>	<u>DATES</u>	<u>MONTHLY</u>	<u>ANNUAL</u>
CT Scanner	415573CTHS	04/01/01 – 03/31/02	\$8,931.00	\$107,172
				DEMAND SERVICE/AFTER HOURS SERVICE
				\$ 12,828
			SUBTOTAL	\$120,000
			8% Tax	9,600
			TOTAL	\$129,600

The term of this agreement is April 1, 2001 through March 31, 2002. The maximum amount of this agreement is ONE HUNDRED TWENTY-NINE THOUSAND SIX HUNDRED DOLLARS (\$129,600), including demand service/after hours service not to exceed \$12,828 and tax of \$9,600 (8%). Invoices shall be approved by the Director of Radiology and paid within thirty (30) days of receipt of invoice.

SCHEDULE C

Contract between County of San Mateo and, hereinafter called "Contractor." GE Medical Systems

- a. No person shall, on the grounds of race, color, creed, national origin, religious affiliation or non-affiliation, sex, sexual orientation, marital status, age (over forty (40)), disability, medical condition (including but not limited to AIDS, HIV positive diagnosis, or cancer), political affiliation or union membership be excluded from participation in, be denied the benefits of, or be subjected to discrimination under this Agreement.
- b. Contractor shall insure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under this contract. Contractor's personnel policies shall be made available to County upon request.
- c. Contractor shall assure compliance with Section 504 of the Rehabilitation Act of 1973 by submitting a signed letter of assurance (Attachment I) of compliance. Contractor shall be prepared to submit a self-evaluation and compliance plan to County upon request within one (1) year of the execution of this Agreement.



Universal Agreement

Support Summary

Agreement No.: _____

Quote No.: 99990007A

Customer Name: SAN MATEO COUNTY HEALTH CENTER
Information: Address: 222 W. 39th AVE
City: SAN MATEO State: CA Zip: 94403

The Support and prices quoted below are valid provided the customer signs and returns this quote to GE Medical Systems by 11-24-2001.

TOTAL NORMAL FIXED CHARGES: \$ 107,172.00

Actual billing may be different to reflect other charges (e.g., variable charges) as specified in this Agreement.

TERM: The Term of this Agreement is 12 months, commencing on 04-01-2001 (month/day/year) and ending on 03-31-2002 (month/day/year).

PAYMENT PERIODS: All Normal Fixed Charges, plus applicable taxes, are payable in advance in 12 Monthly installments as follows:
(1 - 12, \$8,931.00)

Electronic Funds Transfer Authorized? Yes No

This Support Summary (including the attached Additional Terms and Conditions, Glossary, and Schedule A – Support Coverage Details) and the Universal Agreement Master Terms and Conditions constitute the Agreement between GE and you with regard to the Support described in the attached Schedule A. Each party has caused this Agreement to be executed by a duly authorized representative on the date below each party's signature.

GE MEDICAL SYSTEMS

CUSTOMER

Approved by *Albert Hernandez*
(Typed or Printed Name)

SAN MATEO COUNTY HEALTH CENTER
(Typed Name of Customer)

Title Account Manager Service
(Typed or Printed)

By Michael D. Nevin
(Typed or Printed Authorized Name)

Signature *Albert Hernandez*
(Authorized Signature)

Signature _____
(Authorized Signature)

Date 11/29/2001

Title President, Board of Supervisors
San Mateo County
(Typed or Printed)

Prepared by Albert Hernandez
(Typed or Printed Name)

Date _____

Title Account Manager
(Typed or Printed)

P.O. # (Fixed Billing) _____
(For billing purposes only)

Date 11/29/2001

P.O. # (Variable Billing) _____
(For billing purposes only)

Return to 416 Sycamore Cir
(Street)

Danville CA 94526
(City) (State) (Zip)

Universal Agreement Master Terms and Conditions signed by GE on _____ (date) and on behalf of Customer on _____ (date).



Universal Agreement Additional Terms and Conditions

Agreement No.: _____
Quote No.: 99990007

ADDITIONAL TERMS APPLICABLE TO CT OFFERINGS

Annual Usage Adjustment:

Within 90 days after the end of each one-year anniversary date of this Agreement, GE will review your CT slice usage during the prior 12-month period, and will adjust, as appropriate, your coverage level effective the first day of the next contract year. Corresponding adjustments will be made to your Normal Fixed Charges, effective on such date, to reflect your new coverage level.

Requested Usage Adjustment:

Once in any calendar year, you may increase or decrease the Estimated Usage set forth in Schedule A by providing written notice to GE of any adjustment you wish to make. Upon receipt of your notice, GE will provide you with its then-prevailing rate for the new estimated usage you have specified and will request your confirmation to proceed with the adjustment. A confirmed estimated usage adjustment will go into effect for the next payment period invoiced by GE after confirmation.

QUANTACARE

QuantaCare will provide Corrective Service, Planned Maintenance Inspections, and Replacement Parts on Covered Components as described on the Schedule, as well as all features specified on the Schedule.

Planned Maintenance Performance Commitment

We will provide planned maintenance ("PM") on each item of covered Equipment at GE-recommended intervals and at mutually agreeable times during Coverage Hours, as set forth on the Schedule. PMs will be scheduled and performed pursuant to applicable GE specifications for such item of Equipment ("Manufacturer-Required PMs"). Such specifications may change during the Term of the Agreement, based upon the recommendations of GE's modality engineers.

We will use reasonable efforts to ensure timely completion of all Manufacturer-Required PMs, in accordance with this Section and the Schedule. However, the parties acknowledge that this is not always possible. For each Manufacturer-Required PM that GE fails to perform during any contract year during the Term of this Agreement, GE will provide an extension of the Term of the Agreement for one week without additional charge to you.

Notwithstanding the above, you will not be entitled to any remedy under this Section if GE's failure to provide timely PMs results from (i) your cancellations, requested rescheduling or other unavailability of the Equipment, or (ii) your default under the Default Section of the Master Terms and Conditions, as described in that Section. The above is your sole and exclusive remedy for GE's failure to meet its PM performance commitment.

Uptime Commitment

Should an item of Equipment fail to achieve our uptime commitment, as calculated by the Uptime Commitment Calculation set forth below, GE will provide an extension of the Term of this Agreement with respect to that item of Equipment at no additional charge, as follows:

% less than Uptime Commitment	Extension
0	0 week
0.1 — 3.0	1 week
3.1 — 8.0	2 weeks
8.1 — 13.0	4 weeks
more than 13.0	6 weeks

The above, in addition to the reperformance remedy provided in Section 12 of the Master Terms and Conditions, is your sole and exclusive remedy if GE fails to meet any uptime commitment over a 26-week measurement period during the Agreement.

The Uptime Commitment Calculation used to determine GE's achievement of the uptime commitment shall be as follows:

The basis for each measurement period is your elected Coverage Hours of a hours per day, b days per week for 26 weeks, less c hours spent on PMs during that interval:

$$\text{Hours1} = a \text{ hours per day} \times b \text{ days per week} \times 26 \text{ weeks.}$$

$$\text{Hours2} = \text{Hours1} - c \text{ hours for planned maintenance}$$

Required in-service hours at your % guarantee:

$$\text{Hours3} = \text{Hours2} \times \text{your}\%$$

Your Equipment will be considered inoperable and out of service under the uptime commitment if, due to GE's design, manufacturing, material, or Support performance failure, the Equipment is unavailable for scanning patients and diagnosing images on the Equipment display console or operator's console. Peripheral equipment such as remote consoles, magnetic tape drives, hard copy devices, and multi-format and laser cameras are excluded from the terms of the uptime commitment. Repair and adjustments required for anything other than Equipment failure, and damage or inoperability due to any cause other than GE's design, manufacturing, material, or Support performance failure, will be excluded from the Uptime Commitment Calculation, including without limitation damage through misuse, operator error, inadequate environmental or air conditioning protection, power failure, your failure to fulfill your responsibilities, any event or cause excluded under the Master Terms and Conditions, and acts of God. PM time will not be included in the calculation of downtime. If GE's responding representative agrees the Equipment is inoperable due to GE's design, manufacturing, material or Support performance failure, the Equipment will be considered out of service from the time the request for service was received at GE's designated facility until the Equipment is once again turned over to you for operation. Should you fail to give GE immediate and unencumbered access to the Equipment or continue to obtain scans after notifying GE of any Equipment failure, the Equipment will be considered to be in service.

CT/X-RAY TUBE SUPPORT (Not applicable for Glasspro)

Operating Tube (O) Coverage

An operating tube of yours will already be in the Equipment when the term of this Agreement begins. No credit will be provided to you for your operating tube, and there will be no charge to you for the tube in the Equipment at the end of this Agreement.

GE's Additional Responsibilities:



GE will provide, on an exchange basis, X-Ray tubes GE normally sells to replace failed X-Ray tubes in your Equipment. As part of this service, GE will perform a basic Equipment inspection to verify the overall operation of the Equipment.

If a tube failure occurs within 30 days after GE installs a tube, GE will waive its installation charge for its installation of the replacement tube, provided the replacement tube installation is during GE's standard workweek, GE determines that the tube failure was not caused by an Equipment problem, and GE determines that you have fulfilled all of your responsibilities with respect to the affected item of Equipment under this Agreement during the time period involved.

If GE determines the Equipment has a problem that has materially affected or could materially affect tube operation or usage, this problem must be corrected by you before any replacement tube will be installed.

Tube Coverage does not cover Equipment service or repair. If you request GE to correct Equipment service and repair problems, this service, including parts GE provides, will be at GE's prevailing hourly billed service rates and charges then in effect (unless covered by GE's Equipment product warranty or an Equipment service coverage election).

Your additional responsibilities for X-Ray Tube Support

You will maintain an Equipment maintenance and repair program, including tube warm up, strictly in accordance with written planned maintenance and repair requirements GE provides to you.

You will repair the Equipment only with repair parts that meet GE's repair part specifications.

You will protect the Equipment configuration against alteration except as authorized in writing by GE or performed by GE or its contractor.

TIP-TV SATELLITE TRAINING NETWORK SUBSCRIPTION

Your Right to Use the Broadcasts

If you have selected the TiP Applications Package (FULL) or the TiP-TV Package (TiP) for a modality of Equipment, GE will provide you a subscription to the appropriate package, as defined in GE's then-current applicable TiP product description materials.

You are granted during the term of this subscription a limited, non-exclusive, non-transferable license to do the following:

Use GE's Satellite Dish and IRD to receive and decode GE's Broadcasts.

Receive your selected Broadcasts and, when applicable, obtain one set of printed supplementary material for the sole use and educational purposes of your Health Care Employees. You have the right to reproduce these printed materials for the educational use of your Health Care Employees. Certain supplementary materials on the Broadcast may be made available to non-employees with GE's prior written consent.

Make one videotape copy of each Broadcast solely for the educational use of your Health Care Employees and retain it for the life of the copy. You may not copy, edit, alter, sell, rent, or part with possession of your videotape copy of the Broadcasts.

Internally display Broadcasts through a transmission system (preferably through a central television distribution system) located within your Site. The Broadcasts may neither be transmitted to nor shown at other geographic locations outside of your Site, nor shown in any public or patient areas of your

Site or to anyone other than your Health Care Employees. Certain Broadcasts may be viewed by non-employees with GE's prior written consent.

The Broadcasts are protected by the copyright laws of the United States and by applicable international treaties. No right under copyright is transferred to you by virtue of this subscription, except as specifically provided in this subscription.

The rights granted to you under this subscription will not affect the exclusive ownership by GE and/or GE's vendors of any trademarks, copyrights, patents, or common law property rights that pertain to GE's Satellite Dish, the IRD, or Broadcasts licensed to you.

GE has no liability to you or your employees regarding the accuracy or completeness of any information contained in any Broadcast. GE will use reasonable efforts to make an appropriate correction if GE determines there is an inaccuracy in any Broadcast. GE does not promote or otherwise recommend any procedure suggested in any Broadcast unless it is also described in a GE User Manual. Accordingly, your use of such a procedure shall be at your sole risk. Posted schedules, program formats, and content are subject to change at GE's discretion without prior notice. GE and its representatives have no liability for any claim of infringement of patents or other intellectual property rights caused by your use of a procedure not described in a GE User Manual.

Your TiP Subscription Responsibilities

You agree, during the term of this subscription, to:

Assist GE or its agents to determine the compatibility of your existing Satellite System or, if necessary, the requirements of a new Satellite System to receive GE Broadcasts through use of GE's satellite signal and IRD.

Assist GE or its agents in obtaining all federal, state, and local variances, permits, and authorizations to install and use the Satellite System and the Satellite Dish necessary to receive GE's Broadcasts at the Site.

Obtain and maintain all facilities necessary to receive GE's Broadcasts at the Site through use of GE's IRD, including a viewing room, television or monitor, telephone, and VCR (if desired) needed for Health Care Employees to participate in Broadcasts.

Designate one or more employees to act as a DI Broadcast Coordinator, an Education Coordinator, and an Audio-Visual Coordinator for each Site receiving Broadcasts.

Maintain GE's Satellite Dish and IRD in operational condition and replace any inoperable Satellite Dish or IRD that fails for reasons other than a design or manufacturing defect or normal wear and tear.

Return GE's Satellite Dish and IRD to GE in operational condition and pay for deinstallation and freight expenses, all within 30 days after the effective date of expiration of this subscription. If GE's Satellite Dish and IRD are not returned within 30 days, GE will bill you and you agree to pay a charge of \$100 for each day of delay beyond the 30-day period.

For Health Channel subscribing facilities, pay continuing education fees for Health Care Employees requesting continuing education credit.

GE's TiP Subscription Responsibilities

GE will provide to you during the term of this subscription:

Unless otherwise agreed, use of GE's Satellite Dish and IRD, toll-free help desk support during normal business hours, and detailed specifications and instructions for your installation of GE's Satellite Dish and IRD.



Standard Installation of GE's Satellite Dish, at your request (you will be responsible for costs and any expenses due to special circumstances including without limitation government permitting and licensing requirements).

Toll-free help desk support for GE's IRD and satellite dish during your subscription.

A replacement for any Satellite Dish or IRD owned by GE that fails to properly operate solely because of a design or manufacturing defect or normal wear and tear.

Title And Risk Of Loss

GE will keep title to the Satellite Dish, IRD, Broadcasts, and any copies of Broadcasts. You will preserve GE's title in these items free and clear of all claims, encumbrances, and liens and will not transfer custody of them to a third party without GE's prior written consent. You may not alter any part of the IRD or allow others outside the Site access to GE's IRD.

You are responsible for risk of loss or damage to the Satellite Dish and IRD from the time GE delivers them to you until the time you return them, at your expense, to GE at the end of the subscription.

You agree that GE has no liability with respect to GE's Satellite Dish or IRD licensed to you except to replace it at GE's expense, in the event it fails to operate solely because of a design or manufacturing defect or normal wear and tear.

iCENTER

The iCenter Portal

The iCenter portal facilitates access to 3 types of decision support information related to diagnostic imaging equipment: equipment management, imaging performance, and continuing education. If indicated on Schedule A, you will receive the following:

- **Equipment Manager Information:** Information focused on your diagnostic imaging Equipment's availability, maintenance history, and contract and billing details.
- **Imaging Performance Information:** Information designed to facilitate productivity enhancements, such as how and when the Equipment is being used, who is using it, and how its use compares to the use of similar equipment at your Site and other facilities.
- **Education Manager Information:** Information focused on enhancing your professional development and knowledge, including on-line continuing education and, if specified, the Show Me Video library.

The 3 types of decision support information are collectively referred to as the "Information."

Subscription

GE will provide you a subscription allowing you to access Information for the Equipment through the iCenter web site specified by GE. You may purchase subscriptions for additional GE diagnostic imaging systems at any time, but may not substitute a new system for an existing piece of Equipment except on the annual anniversary of your subscription.

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. Access to the Information will be controlled by user ID and password or other security process defined by GE. You will manage password assignment and confidentiality.

Except as expressly permitted above, you will not (i) de-compile or reverse engineer any of the associated software and other content and materials related

to the Information ("Related Materials"); (ii) sell, sub-license, distribute, or commercially exploit the Information or the Related Materials; (iii) make the Information or any of the Related Materials available to any third party through any means or media; or (iv) modify, publish, transmit, participate in the license, transfer, or sale of, reproduce, create derivative works from, distribute, perform, display, or in any way exploit the Information or any of the Related Materials, in whole or in part, without the prior written consent of GE.

GE reserves the right to upgrade, modify, replace or delete portions of the Information, web site, and Related Materials at any time during the Term.

Ownership and Use of Intellectual Property Rights

The Information and Related Materials are the property of GE and are protected by copyright and other intellectual property laws of the United States and by applicable international treaties. All rights with regard to the Information are reserved to GE. 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.

Third Party Contents and Links

GE may provide through this subscription third party content or links to third party content. GE is not responsible for this content and may remove such content at any time during the Term. The terms and conditions for use of such content, including privacy policies applicable to such content, are determined solely by the third party, and not by GE.

Your Additional Responsibilities

You will:

Provide all assistance reasonably requested by GE or its agents to assist in gathering data from your Equipment or other equipment or systems, and use commercially reasonable efforts to provide accurate and complete data where any data is provided by you.

Provide and maintain a dedicated telephone line or other connection to your Equipment as specified by GE, to allow GE to access your Equipment remotely at all times.

Comply with the requirements of any implementation guidelines, security procedures or other instructions provided by GE, including any requirements to have access to any commercially available software, media player or other technology reasonably necessary for access to or use of the Information.

Use the Information and Related Materials solely in accordance with this Agreement and in accordance with applicable law.

Not rely on the Information or Related Materials in your preparation of any reimbursement claim, cost report or similar reports.

Recognize that all clinical and medical diagnostic decisions are the responsibility of your professional health care providers. The Information and Related Materials are no substitute for their professional judgment and GE disclaims all responsibility for your clinical and medical diagnostic evaluations and decisions.

Not add or link to the web site any content or links that infringe the trademark, copyright, patent or other rights of any third party.

GE's Additional Responsibilities

GE will:

Provide you access to and use of the Information and Related Materials during the Term consistent with this Agreement.

Use commercially reasonable efforts to make available during your business hours the Information and Related Materials during the Term.

Use commercially reasonable efforts to gather data contemplated this Agreement from your Equipment and other systems.



Provide the Information and Related Materials solely in accordance with this subscription agreement and in accordance with applicable law.

Disclaimer of Warranties

NOTWITHSTANDING THE LIMITED WARRANTIES SECTION IN THE MASTER TERMS AND CONDITIONS, GE 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-INFRINGEMENT, NON-INTERFERENCE WITH ENJOYMENT, AND TITLE. DUE TO THE NUMBER OF SOURCES FROM WHICH INFORMATION IS OBTAINED, AND THE INHERENT HAZARDS OF ELECTRONIC DISTRIBUTION, THERE MAY BE DELAYS, OMISSIONS, OR INACCURACIES. THE INFORMATION AND RELATED MATERIALS COULD INCLUDE TECHNICAL OR OTHER INACCURACIES OR TYPOGRAPHICAL ERRORS, AND MAY NOT BE AVAILABLE WITHOUT INTERRUPTION.

Training

At your request and in conjunction with the activation of your initial subscription, GE or its agent will provide application training for 2 individuals in the use of the Information and Related Materials (regardless of the number of pieces of Equipment for which you have a subscription). Additional applications training may be purchased separately and charges for such training will be in accordance with the prevailing rates then in effect for such services.



Universal Agreement Glossary

Agreement No.: _____
Quote No.: 99990007

"Accessories Discount" means the discount (if any) for orders of GE accessories, as specified in the applicable Schedule.

"Annual Upgrade Program" means, for the LOGIQ 700 Expert Series, GE Ultrasound's LOGIQ 700 Expert Series Annual Breakthrough Program.

"Block of Overtime ("OT") Hours" means labor and travel hours purchased at a discounted rate to be used in the specified contract year for Support incurred outside of Coverage Hours. Unused OT Hours expire at the end of the contract year for which they were purchased.

"Broadcast" means a program provided via TiP-TV, GE's fee-based subscription satellite TV service that provides continuing education for healthcare professions. Programs include those provided on TiP Focus on Healthcare, TiP Diagnostic Imaging, and The Health Channel, along with any supplementary materials.

"Corrective Service" means unscheduled repair service on Covered Components of the Equipment.

"Coverage Hours" means the specific hours and days GE will provide Support under the Agreement. Coverage Hours are local time (continental U.S.), and exclude holidays recognized by GE.

"Covered Components" means components of the Equipment for which Support is provided under an Agreement. Subject to exclusions listed in the Agreement, "Covered Components" are:

For MR Systems With Super Conducting Magnets: All MR system components except the MR magnet, cryostat, coldhead, cryo-cooler compressor, shim coils, cryogens, and non-GE supplied water chillers.

For MR Systems With Permanent Magnets: All MR system components, including the MR magnet and its related components.

For MR Super Conducting Magnet Maintenance and Cryogen Support: MR Magnet, cryostat, coldhead, cryo-cooler compressor, shim coils, cryogens and GE supplied water chillers. These components are only covered under this Agreement if a magnet maintenance and cryogen Support option is explicitly selected.

For MR Super Conducting Magnet Maintenance without Cryogen Support: MR Magnet, cryostat, coldhead, cryo-cooler compressor, shim coils, and GE supplied water chillers. These components are only covered under this Agreement if a magnet maintenance Support option is explicitly selected.

For CT Systems: All CT system components except tubes. Pick-up tubes are considered to be a system component, not a tube.

For Tubes: X-Ray and image intensifier tubes, as specified in this Agreement.

For X-Ray Systems: All X-Ray system components except tubes. Pick-up tubes are considered to be a system component, not a tube.

For Nuclear Systems: All Nuclear system components.

For PET Systems: All PET system components.

For Ultrasound Systems: All ultrasound system components, including any transducers and peripherals specifically identified on the Schedule or Support Summary.

For Network Systems: All network system components specifically identified on the Schedule.

"Covered Equipment" means the following type(s) of equipment for which GE offers a software and/or hardware upgrade program, providing such equipment meets the specified minimum equipment configuration requirements at the beginning of the Term: LOGIQ 700 Expert (minimum equipment configuration requirements: 3D, DICOM, Harmonics, and B Flow).

"Equipment" means the hardware identified in the Agreement and all GE additions, modifications, substitutions, and replacements of the hardware.

"FE Coverage Weekdays" means the Coverage Hours on weekdays (except GE Holidays) during which onsite labor for Corrective Service is included under the Agreement. Corrective Service provided outside Coverage Hours on weekdays is billed at standard contract overtime rates or may be charged against a Block of OT Hours (if applicable).

"FE Coverage Weekends and Holidays" means the Coverage Hours on weekends and GE holidays during which onsite labor for Corrective Service is included under the Agreement. Corrective Service provided outside of Coverage Hours on weekends and holidays is billed at standard contract overtime rates or may be charged against a Block of OT Hours (if applicable).

"FE Onsite Response" means the typical response time during Coverage Hours from your initial call for Corrective Service to FE arrival at the Site to begin servicing the Equipment. If you request faster response, GE will charge an expediting fee.

"Health Care Employee" means any person employed by you at the Site whose primary responsibility is to provide health care directly to human beings.

"iLinq" means a communication tool that resides on the Equipment operator console. This tool provides the following features: (i) Contact GE, which provides a direct link to GE via an interface on the operator console for you to request Support and for GE to respond; (ii) Messaging, which provides a status report and historic log of your Contact GE requests and allows GE to send information to your operator console; and (iii) The Applications Wizard, which provides the capability to search the GE database for applications information and guidance related to the Equipment.

"Information Suppliers" means entities that have licensed the information and content which forms part of the Information.

"InSite" means GE's proprietary remote OnLine Center call support or dial-up remote diagnostic troubleshooting capability available on certain Equipment models.

"InSite Coverage Hours" means the hours and days you select for InSite coverage. InSite Support provided outside Insite Coverage Hours will be billed at applicable contract overtime rates.

"InSite Response Time" means the typical response time from your initial call to phone response by a GE engineer located at the OnLine Center to begin servicing your call. If you request faster response, GE will charge an expediting fee.



"Learning Solutions Online" means a web-based continuing education resource for Healthcare professionals

"Magnet Monitoring" means proactive monitoring of the magnet using remote diagnostic capability. You will receive alerts when certain pre-defined magnet thresholds are exceeded.

"Normal Fixed Charges" means the amount of the periodic payments for Support, as specified in the Agreement. They do not include additional charges for services or other items not covered by the Agreement but requested by you or any variable charges.

"OnLine Center" means GE's central facility from which Support is provided.

"Parts Delivery Time" means the typical time from the part order to delivery of the part to the Site. If you request faster delivery, GE will charge an expediting fee.

"Planned Maintenance Inspection ("PM")" means an inspection of the Equipment performed at a mutually agreeable time during the Coverage Hours in accordance with GE's Equipment specifications at intervals recommended by GE.

"PM Weekday Execution" means Coverage Hours agreed to between you and GE during which PMs will be performed on weekdays (not including GE holidays).

"PM Weekend and Holiday Execution" means Coverage Hours agreed to between you and GE during which PMs will be performed on weekends and holidays.

"Replacement Parts" means replacement parts required to repair or maintain Equipment. Replacement Parts may be provided on a new or exchange (refurbished) basis. Functionally equivalent used parts may also be used when necessary to maintain the operation of the Equipment. Parts that are replaced become GE property and are removed from the Site.

"Site" means the specific geographic location where the Equipment is located for patient care.

"Standard Installation" means the placing of a TiP-TV satellite receiver/decoder and 1.2 meter satellite dish at your site and consists of a site survey, installation of the dish and non-penetrating roof mount, peak of dish on GE-3 satellite, up to 200-foot run of RG-11 plenum cable to IRD, and testing and authorization of the satellite system.

"Support" means maintenance, repair, productivity, and other services, as well as software, hardware, and other items, described on the Support Summary and Schedule.

"TiP Answer Line" means your access to an 800 number staffed by applications specialists for non-emergency GE clinical applications assistance.

"TiP OnSite Applications" means dedicated applications training provided by GE's applications specialist at the Site. Training content may be customized by you.

"Total Fixed Charges" means the total fixed amount to be paid under an Agreement for Support. It does not include additional charges for services and other items not covered by the Agreement but requested by you or any variable charges.



Universal Agreement - Schedule A

Support Coverage Details

Agreement No.: _____

Quote No.: 99990007A

Item	Modality	Description	System ID	Offering	Start Date
001	C	HSARP25	415573CTHS	CT QUANTACARE	2001-04-01

Payment Schedule: (1 - 12, \$8,931.00)

Features:

FE Coverage Weekdays, 8AM - 9PM
 Services Web Training: 2 Users
 Learning Solutions Online: 10 Hrs
 TiP Answer Line
 FE Onsite Response 02 HRS
 Insite Coverage 24 X 7
 GE recommended number of PMS
 Parts Delivery time SAME DAY

Accessories Discount 10%
 Focus On HealthCare ACCESS
 TiP TV Programs 10
 Equipment Manager
 iLinq Support
 InSite Response IMMEDIATE
 PMS Performed Weekdays WITHIN HRS
 Uptime Commitment. 97%

Options Included:

Includes Tube Coverage. Estimated Usage:
 160000 units.

Excluded:



Universal Agreement Master Terms and Conditions

1. AGREEMENT

These Master Terms and Conditions apply to Support provided by General Electric Company, acting by and through its GE Medical Systems division ("GE") to you, as described in any Support Summary referencing these Master Terms and Conditions signed by GE and you during the time period beginning on the date you sign these Master Terms and Conditions and ending on the date 3 years later. Each such Support Summary, together with the associated Additional Terms and Conditions, Glossary, Schedule of Support Coverage Details ("Schedule"), and these Master Terms and Conditions, constitutes an "Agreement," and each such Agreement is valid for the term specified in the Support Summary.

2. SUPPORT

During any Equipment product warranty period, GE will provide for the Equipment Support as specified in the product warranty provided with the Equipment, as well as other types of Support identified on the Schedule. After the Equipment product warranty period, GE will provide Support as specified in the Schedule.

Subject to the availability of personnel, GE will provide, at your request and additional expense and subject to these Master Terms and Conditions, service or other items not specified in the Schedule. The charge for such service or other items will be GE's prevailing rate then in effect for Support agreement customers with the applicable type of Equipment, including round trip travel time. You will be charged a minimum of 2 hours per call. Other travel expenses and overnight living expenses will be charged at actual cost in accordance with GE's standards for business expense remuneration of employees.

3. CHARGES, PAYMENTS AND TAXES

The Total Normal Fixed Charges will be paid on an installment basis. GE will invoice you for each installment according to the Payment Periods specified in the Support Summary, as well as for any other payments due under any Agreement. All applicable taxes will be added to each invoice, unless you provide to GE a tax exemption certificate acceptable to the taxing authorities. You will not be obligated to pay any federal, state, or local tax imposed upon or measured by GE's net income. Each payment is due within 10 days of the date of the invoice. Late payments will be subject to a late fee equal to 1% per month (or the amount allowed by law, whichever is less) on the outstanding amount. Any credits that may be due to you under an Agreement will be applied first to any outstanding balance.

4. YOUR RESPONSIBILITIES

During the Term of each Agreement, you agree to do the following:

4.1. Provide a suitable location for the Equipment and maintain the Site and environment (including temperature and humidity control, incoming power quality, and fire protection system) in a condition suitable for operation of and service to the Equipment; provide a secured and protected area for storage of GE tools and equipment near the Equipment location; and keep the Site clean and free of dust, sand and other particles or debris.

4.2. Ensure the Equipment is used solely in accordance with the requirements of the Equipment Operation Manual by properly qualified and licensed personnel.

4.3. Make the Equipment available without restriction for Support in accordance with a mutually acceptable Support appointment schedule.

4.4. Facilitate GE's performance of remote diagnostic and repair Support by providing remote access methods reasonably requested by GE, e.g., modem line, internet access.

4.5. Designate a Site Manager and alternate as GE's Support contact who each have necessary expertise to reasonably assist GE's technical engineers in diagnosis of service problems.

4.6. Place Support calls and requests to GE in accordance with any protocols that GE provides to you in writing.

4.7. Ensure the security of networked Equipment on your Site by taking appropriate measures to prevent unauthorized access to networked Equipment and the interception of communications between GE's service center and the networked Equipment, including isolating networked Equipment from other networks, setting up firewalls, and taking any other measures that GE reasonably believes are necessary to ensure the security of the networked Equipment and related communications.

4.8. Make Equipment available to GE as needed for the performance of Support.

4.9. Promptly notify GE in writing of any change in the Customer Information specified on the Support Summary, location of Equipment, or your ownership or management control.

5. EXCLUSIONS

No Agreement covers the following:

5.1. The repair, replacement, or disposal of any accessories, power supply equipment, or consumable items, unless explicitly listed on a Schedule.

5.2. The provision, payment, or reimbursement of any rigging or facility cost.

5.3. Consultation or training to assist your development or modification of any software or protocols not provided by GE.

5.4. Material and labor costs associated with reusing existing facilities (wire, termination fields, network facilities, equipment room, peripherals, adjuncts) and temporary installation of Equipment for testing, training, and other purposes.

5.5. Any non-GE hardware or software that was not commercially available from the Original Equipment Manufacturer on the date such hardware or software was installed, including but not limited to experimental and proprietary hardware or software.

5.6. Any service, components or parts replacement, or downtime required as the result of (a) a design, specification, software program, protocol, or instruction provided by you or your representative; (b) your failure to fulfill any of your obligations or responsibilities under any Agreement; (c) the failure of anyone other than GE or its contractor to comply with GE's written instructions or recommendations; (d) your combining the Equipment with any item of others or with any incompatible GE item; (e) any alteration or improper storage, handling, use, or maintenance of any part of the Equipment by anyone other than GE or its contractor; (f) design or manufacturing defects, specifications, or functionalities in any item of others; and (g) anything external to the Equipment, including building, van, or trailer structural deficiency, power surge, fluctuation or failure, dust, sand or other particles or debris at the Site, or air conditioning failure.

5.7. Any additional service required due to moves, additions, or changes to the Equipment, unless GE has been notified in writing at least 30 days in advance and concurred with such moves, additions, or changes.



5.8. The cost of factory reconditioning of the Equipment or any Covered Component if reasonably necessary because repair or parts replacement by GE at the Site cannot maintain it in satisfactory operating condition. Such factory reconditioning will be done on a mutually agreeable schedule

5.9. The cost of repair or parts replacement per item of Equipment per occasion in excess of 50 percent of that item of Equipment's then-current value. We will provide you a written itemized estimate of the cost of repair or parts replacement for any item of Equipment should such cost per occasion exceed this limit.

6. INFLATION ADJUSTMENTS

No more than once per year after completion of the first year of any Agreement, GE may increase the Total Normal Fixed Charges to account for inflation by providing you with no less than 60 days' prior written notice. Each increase will be no more than the increase in the published U.S. Commerce Department Consumers Price Index over the period since the effective date of the last increase.

7. RENEWAL

The Master Terms and Conditions will automatically renew for successive 1-year terms unless GE or you deliver to the other written notice at least 60 days prior to the expiration date of the initial term or any renewal term of an intention not to renew. *no auto-renew*

8. ELECTRONIC TRANSFER OF FUNDS

If a Support Summary indicates that you authorized electronic transfer of funds, you will promptly take the steps necessary to permit the electronic transfer to GE in the manner specified by GE of all Total Normal Fixed Charges specified on such Support Summary, in accordance with the terms of the Agreement of which the Support Summary is a part.

9. END OF EQUIPMENT SUPPORT ANNOUNCEMENT

In the event GE makes a general commercial announcement that it will no longer offer Support agreements for an item of Equipment or Covered Component or provide a particular Support agreement feature or option as a result of factors beyond its reasonable control (including but not limited to its inability to obtain replacement parts or support from affected Original Equipment Manufacturers), then upon no less than 12 months' prior written notice to you, GE may, at its option, remove any such item(s) of Equipment, Covered Component(s), feature(s), or option(s) from all Agreements, with an appropriate adjustment of charges, without otherwise affecting such Agreements.

10. EXCUSABLE DELAYS AND PERFORMANCE ISSUES

Neither party is liable for delays or failures in performance of any obligations under an Agreement, other than payment obligations, due to a cause beyond its reasonable control.

11. DEFAULT

If you materially breach an Agreement and such breach is not cured within 20 days after written notice of it, you shall be in default under such Agreement, and GE may at its option, in addition to using the dispute resolution procedure in Section 19, (a) withhold performance under any or all Agreements until a reasonable time after all defaults have been cured; (b) declare all sums due and to become due under all Agreements to be immediately due and payable; and/or (c) recover possession of any GE materials in your possession or control. Should GE suspend performance under any Agreement in accordance with subsection (a) of this Section, it is expressly understood that GE shall not be responsible for the completion of planned maintenance scheduled or due to be performed under such Agreement during the period of suspension, and any Equipment downtime during such suspension will not be included in the calculation of our uptime commitment under an Agreement. In addition, GE shall not be obligated, after you cure the

default(s) giving rise to such suspension, to perform planned maintenance that was not performed during the period of suspension, unless otherwise expressly agreed by the parties in writing.

12. LIMITED WARRANTIES

GE will perform Support in a workmanlike manner. Parts for which you pay a separate charge come with GE's then-prevailing standard Direct Customer Order Service Warranties for New and Exchange Parts. All other parts and items are provided AS IS. THE WARRANTIES IN THIS SECTION ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES. GE EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

13. LIMITATIONS OF REMEDIES AND DAMAGES

For any claim that Support was not performed in a workmanlike manner in accordance with the limited warranty in Section 12, your sole and exclusive remedy is for GE to reperform that Support. For all other claims, GE's liability for actual, proven damages in connection with each Agreement, whether arising under contract, tort, or any other theory of law, will not in the aggregate exceed an amount equal to 3 times the last payment of Normal Fixed Charges that was due before the incident on which any claim is based. You will be barred from any remedy for any claim unless you give GE prompt written notice of the problem. In no event will GE be liable for any consequential, special, indirect, incidental, or punitive loss, damage, or expense, even if GE was advised of the possible occurrence; for any assistance not required under an Agreement; or for anything occurring after the end of an Agreement (except with regard to the obligations in Section 21) NEITHER PARTY HAS ANY TORT LIABILITY TO THE OTHER ARISING FROM ANY AGREEMENT, EXCEPT TO THE EXTENT EITHER PARTY COMMITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. This limitation does not affect claims by third parties for personal injury due to either party's negligence or product liability.

14. SUPPORT MATERIAL AND DATA ACCESS

14.1 In connection with the installation, configuration, maintenance, repair, and/or deinstallation of the Equipment, GE might deliver to the Site, along with the Equipment or separately, and store at the Site, attach to or install on the Equipment, and use, materials that have not been purchased by or licensed to you. You hereby consent to (a) this delivery, storage, attachment, installation, and use, (b) the presence of GE's locked cabinet or box on the Site for storage of this property, and (c) GE's removal of all or any part of this property at any reasonable time, all without charge to GE. The presence of this property within the Site will not give you any right or title to this property or any license or other right to access, use, or decompile this property. Any access to or use of this property (except in compliance with GE's written direction to you to determine Equipment performance on GE's behalf) and any decompilation of this property by anyone other than GE's personnel is prohibited. You agree that you will use reasonable efforts to protect this property against damage or loss and to prevent any access to or use or decompilation of this property contrary to this prohibition.

14.2 You agree to permit GE to connect to the Equipment, or to otherwise access data related to the Equipment or the Support provided, to allow GE to gather, aggregate, compile, and use Equipment and resource usage data in various ways, including quality initiatives, benchmarking, and reporting services. The data collected by GE will be used, during and after the term of any Agreement, in a manner that will maintain patient and customer level confidentiality.

15. INDEPENDENT CONTRACTOR

GE provides Support under each Agreement as an independent contractor. GE employees are under GE's exclusive direction and



control, contractors' employees are under their exclusive direction and control, and your employees are under your exclusive direction and control. The provision of Support under any Agreement will not result in any partnership, joint venture, trust, or employment relationship between GE or its contractors and you.

16. RECORD RETENTION

If Section 1861(v) (1) (I) of the Social Security Act applies to an Agreement, subsections (i) and (ii) of that section are made a part of such Agreement. In such an event, GE agrees to retain and make available and to insert the requisite clause in each applicable subcontract requiring GE's subcontractor to retain and make available the contract(s), book(s), document(s) and record(s) to the person(s), upon the request(s), and for the period(s) of time as required by these subsections.

17. REGULATORY COST REPORTING

You will fully and accurately account for, and report in any applicable cost reports, all Support and items received from GE under each Agreement in a way that complies with all applicable laws, including the federal Social Security Act and implementing regulations relating to Medicare, Medicaid, and other federal and state health care programs.

18. SURVIVAL, WAIVER, SEVERABILITY, AND CHOICE OF LAW

The terms of any Agreement that by their nature are intended to survive its expiration, including without limitation Sections 3, 13, and 19 of the Master Terms and Conditions, will continue in full force and effect after the expiration of such Agreement. Any failure to enforce any provision of an Agreement is not a waiver of that provision or of either party's right to later enforce each and every provision. If any provision of an Agreement is found to be invalid, it will be enforced to the extent permitted by law, and the remainder of such Agreement will not be affected. Each Agreement will be governed by and construed in accordance with the law of the state where the Support is provided, without giving effect to that state's choice of law rules

19. DISPUTE RESOLUTION

Any claim or controversy arising out of or relating to any Agreement must be submitted and settled as set forth in this Section 19. If any party to an Agreement alleges that any other party to such Agreement has breached any of the terms of such Agreement, then the party alleging breach will inform the other party of such breach in writing. Upon receipt of such notice, the allegedly nonperforming party will have 20 days to cure the alleged breach. If the parties do not agree that effective cure has been accomplished by the end of the 20-day period, then upon written request of any party, a senior manager from each party will meet in person and confer in good faith to resolve the dispute within 15 days of the expiration of the prior 20-day period. If, after the above procedure, the dispute remains unresolved, the dispute will be submitted to the office of the American Arbitration Association ("AAA") located closest to ~~Chicago, Illinois~~ ^{San Mateo, California} for binding arbitration in accordance with the AAA's Commercial Arbitration Rules then in effect, as amended by the Agreement. The law applicable to the arbitration, including the administration and enforcement thereof, is the Federal Arbitration Act, 9 U.S.C. §§ 1-16, as amended from time to

time. The cost of the arbitration, including the fees and expenses of the arbitrator(s), will be shared equally by the parties, with each party paying its own attorneys' fees. The arbitrator(s) will have the authority to apportion liability between the parties, but will not have the authority to award any damages not available under the Agreement. The arbitration award will be presented to the parties in writing, and upon the request of either party, will include findings of fact and conclusions of law. The award may be confirmed and enforced in any court of competent jurisdiction. Any post-award proceedings will be governed by the Federal Arbitration Act.

In addition, if, for any reason, you believe that GE is not meeting your Support needs under an Agreement, you may notify GE in writing, and GE's area service manager and a representative of yours will meet in person to develop an appropriate action plan to resolve your concerns. If the parties are unable to develop a mutually acceptable action plan or otherwise resolve the issue(s) within 20 days, the issue(s) will be submitted to a senior manager from each party for resolution. If the issue(s) remains unresolved, or if the parties are unable to develop a mutually acceptable action plan, 20 days after submittal to senior management, either party may submit the issue for arbitration in accordance with the preceding paragraph. The notice and cure periods in the preceding paragraph will not apply should the issue be submitted for arbitration under this paragraph.

20. SUBCONTRACTS AND ASSIGNMENTS

GE may subcontract to contractor(s) of its choice any of its Support obligations to you. No such subcontract will release GE from those obligations to you. Any assignment of an Agreement will be void without the other party's prior written consent.

21. CONFIDENTIAL INFORMATION

GE and its contractors will treat patient information as confidential. In addition, each party (the "receiving party") will treat the other party's written, proprietary business information as confidential for a period of 3 years from the date of receipt by the receiving party as long as it is marked as confidential and/or proprietary prior to its disclosure and is not otherwise available to the receiving party from a lawful source.

22. ENTIRE AGREEMENT

The Agreement(s) between the parties are the complete and exclusive statement of the terms of the contracts between the parties. No prior proposals, statements, course of dealing, or usage of the trade will be a part of any Agreement. If any terms of the Master Terms and Conditions conflict with any Support Summary, Additional Terms and Conditions, Glossary, or Schedule, then unless otherwise explicitly provided, these Master Terms and Conditions take precedence, followed in order by the Additional Terms and Conditions, Glossary, Schedule, and Support Summary. The Agreements may be entered into and modified only by a writing signed by authorized representatives of each party. Each party has caused the Master Terms and Conditions to be executed by a duly authorized representative on the date below that party's signature. A signed copy of any Agreement delivered by facsimile machine is binding and enforceable on both parties.



GENERAL ELECTRIC COMPANY, ACTING BY AND
THROUGH ITS GE MEDICAL SYSTEMS DIVISION

Approved by Albert Hernandez
(Typed or Printed Name)

Title AMS
(Typed or Printed)

Signature Albert Hernandez
(Authorized Signature)

Date 11/29/2001

Prepared by Albert Hernandez
(Typed or Printed Name)

Title AMS
(Typed or Printed)

Date 11/29/2001

Return to 416 Sycamore Cir

Danville (City) CA (State) 94526 (Zip)

CUSTOMER

SAN MATEO COUNTY HEALTH CENTER
(Typed Name of Customer)

By Michael D. Nevin
(Typed or Printed Authorized Name)

Signature _____
(Authorized Signature)

Title President, Board of Supervisors
San Mateo County
(Typed or Printed)

Date _____

P.O. # (Fixed Billing) _____
(For billing purposes only)

P.O. # (Variable Billing) _____
(For billing purposes only)

ADDENDUM
TO AGREEMENT WITH GENERAL ELECTRIC MEDICAL SYSTEMS FOR
PREVENTATIVE MAINTENANCE AND SERVICE
(“SAN MATEO TERMS AND CONDITIONS”)
BETWEEN GE MEDICAL SYSTEMS AND
SAN MATEO COUNTY HEALTH CENTER
Quotation No. 99990007A
Contract No. _____

This Addendum modifies the above-referenced Agreement as set forth below, and, except as modified in this Addendum, the Agreement shall go into full force and effect as originally written. Unless otherwise indicated, all terms used herein shall have the meaning ascribed to them in the Agreement. In consideration of the promises and covenants below and in the Agreement, the parties agree to modify the Agreement as follows:

I. AGREEMENT WITH GENERAL ELECTRIC MEDICAL SYSTEMS FOR PREVENTATIVE MAINTENANCE AND SERVICE (“SAN MATEO TERMS AND CONDITIONS”)

12. Term of Agreement

The last sentence of the above-referenced section is deleted in its entirety and replaced with the following:

Should Contractor materially breach our obligations under this Agreement, and fail to remedy such material breach within thirty (30) days after County provides written notice to Contractor of such breach, County may terminate this Agreement; *provided, however*, that if Contractor determine that Contractor cannot cure the breach with reasonable efforts within such 30-day period, Contractor will be entitled to an additional period not to exceed thirty (30) days within which to cure the breach.

II. UNIVERSAL AGREEMENT BETWEEN GE MEDICAL SYSTEMS AND SAN MATEO COUNTY HEALTH CENTER

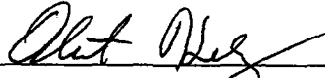
The following sections of the Universal Agreement, Schedule D to the San Mateo County Terms and Conditions, are deleted in their entirety.

- 3. Charges, Payments and Taxes
- 15. Independent Contractor
- 16. Record Retention
- 20. Subcontracts and Assignments

An authorized representative of each party has executed this Addendum, which shall be effective on the same date as the Agreement.

GE MEDICAL SYSTEMS

SAN MATEO COUNTY HEALTH CENTER

By: 

By: _____

Name: Albert Hernandez

Name: Michael D. Nevin

Title: Account Manager

Title: President, Board of Supervisors
San Mateo County

COUNTY OF SAN MATEO

HEATH SERVICES
Hospital and Clinics Division

MEMORANDUM

Date: October 30, 2001
To: Priscilla Morse, Risk Management/ Pony # EPS 163 Fax # 363-4864
From: Tere Larcina, Hospital and Clinics/Pony # HOS316/Fax # 2267
Subject: Contract Insurance Approval

CONTRACTOR: GE Medical Systems

DO THEY TRAVEL:

PERCENT OF TRAVEL TIME:

NUMBER OF EMPLOYEES: More than one

DUTIES (SPECIFIC): Contractor will provide preventive maintenance and service for the computed CT equipment in San Mateo County General Hospital Radiology Department.

<u>COVERAGE:</u>	Amount	Approve	Waive	Modify
Comprehensive Liability:	\$5m	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Motor Vehicle Liability:	\$5m	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Professional Liability:	_____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Worker's Compensation:	Statutory	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

REMARKS/COMMENTS:

Priscilla Morse
SIGNATURE

**"EXHIBIT A"
CERTIFICATE OF INSURANCE**

<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW.</p> <p>NAME AND ADDRESS OF AGENCY:</p> <p>MARSH, INC. 1166 AVENUE OF THE AMERICAS, NY, NY 10036</p> <p>FOR REVISIONS, RENEWALS OR QUESTIONS ON THIS CERTIFICATE CONTACT: STEPHEN G. PALENSCAR (978)524-5210 152 CONANT ST. FAX (978) 524-5278 BEVERLY, MA 01915</p>	<p>COMPANIES AFFORDING COVERAGES</p> <p>COMPANY A ELECTRIC INSURANCE CO LETTER</p> <p>COMPANY B PACIFIC EMPLOYERS INSURANCE CO LETTER</p>
--	--

<p>NAME AND ADDRESS OF INSURED:</p> <p>GENERAL ELECTRIC COMPANY / GE MEDICAL SYSTEMS</p> <p>3135 EASTON TURNPIKE, FAIRFIELD CT 06431</p>	<p>COMPANY C INDEMNITY INS. CO. OF NORTH AMERICA LETTER</p> <p>COMPANY D LETTER</p>
--	--

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.

COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY PERIOD	LIMIT S OF LIABILITY		
					EACH OCCURRENCE	AGGREGATE
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL FORM <input checked="" type="checkbox"/> PREMISES-OPERATIONS <input checked="" type="checkbox"/> XCU <input checked="" type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS HAZARD <input checked="" type="checkbox"/> BLANKET CONTRACTUAL INSURANCE <input checked="" type="checkbox"/> BROAD FORM PROPERTY DAMAGE <input checked="" type="checkbox"/> INDEPENDENT CONTRACTORS <input checked="" type="checkbox"/> SEPARATION OF INSURED <input checked="" type="checkbox"/> PERSONAL INJURY <input checked="" type="checkbox"/> OCCURRENCE FORM	G1 9902523	1/1/01 TO 1/1/02	BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$2,500,000	
A	AUTOMOBILE LIABILITY <input type="checkbox"/> COMPREHENSIVE FORM <input type="checkbox"/> OWNED <input type="checkbox"/> HIRED <input type="checkbox"/> NON-OWNED	ML 01-2	1/1/01 TO 1/1/02	BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$2,500,000	
C	EXCESS LIABILITY <input checked="" type="checkbox"/> FOLLOWING FORM	G2 0581220	12/1/00 TO 12/1/01	BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$2,500,000	
A	WORKERS COMPENSATION AND EMPLOYERS LIABILITY	WC 01-1 Includes USLS&HW and Jones Act Coverage and "All States" Endorsement	1/1/01 TO 1/1/02	<input checked="" type="checkbox"/> STATUTORY LIMITS EACH ACCIDENT	\$2,500,000	
				DISEASE - POLICY LIMIT	\$2,500,000	
				DISEASE - EACH EMPLOYEE	\$2,500,000	

LOCATION:

REMARKS:

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

<p>NAME AND ADDRESS OF CERTIFICATE HOLDER:</p> <p>San Mateo County Hospital</p>	<p>DATE ISSUED:</p> <p align="center"><i>Patricia A. Cody</i></p> <p align="center">PATRICIA A. CODY AUTHORIZED REPRESENTATIVE</p>
--	--

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: GE Medical Systems
Contact Person: Albert Hernandez
Address: 416 Sycamore Cir
Danville Ca. 94526
Phone Number: 877-580-3821 Fax Number: Same

II Employees

Does the Contractor have any employees? Yes ___ No
Does the Contractor provide benefits to spouses of employees? Yes ___ No

If the answer to one or both of the above is no, please skip to Section IV.

III Equal Benefits Compliance (Check one)

- Yes, the Contractor complies by offering equal benefits, as defined by Chapter 2.93, to its employees with spouses and its employees with domestic partners.
- Yes, the Contractor complies by offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- No, the Contractor does not comply.
- The Contractor is under a collective bargaining agreement which began on _____ (date) and expires on _____ (date).

IV Declaration

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this 29 day of November, 2001 at San Mateo, Ca.
(City) (State)

AMS
Signature

Albert Hernandez
Name (Please Print)

AMS
Title

Contractor Tax Identification Number