

March 19, 2020

Quote For Computed Tomography Rental Services

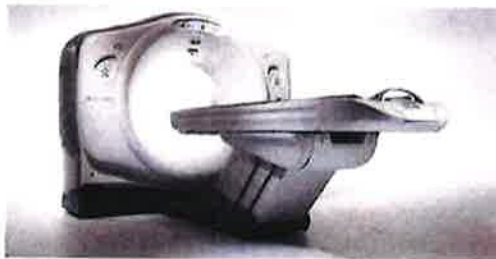
Lessee is NOT required to pay Sales Tax. California Sales & Use Tax has been paid by Lessor at Equipment Acquisition

Catalina Imaging, Inc. is pleased to make the following Quote on Interim CT Services. This Quote is intended to detail Terms and Conditions under which a legally binding Agreement for Computed Tomography Interim Services between **Catalina Imaging, Inc.** located at **3311 Swetzer Road, Loomis, CA 95650** (hereafter referred to as Lessor) and **Contra Costa Regional Medical Center** located at **2500 Alhambra Avenue, Martinez, CA 94553** (hereafter referred to as Lessee) can be achieved. This Equipment is quoted subject to Availability.

The subject (Hereafter referred to as Equipment) of this Quote is as follows:

Site Location: Contra Costa Regional Medical Center

Equipment: GE Discovery 750HD High Definition Imaging CT



High Definition Imaging-GE's high-performance system combines the benefits of the Gemstone Detector, spectral imaging and 128 slice capability to produce the industries best spatial and contrast resolution at 230 micron spatial resolution.

Gemstone Spectral Imaging-Innovative technology which uses fast kV switching dual energy acquisition coupled with fast sampling, low afterglow and high light output scintillator detector to produce near perfectly registered dual energy.

Performix HD Tube-GE's patented MX 240 Perseus high-performance tube technology produces superb image quality when combined with the Gemstone detector, while enabling Smart Technologies to deliver efficient dose modulation and longer tube life.

GSI Cardiac-Provides enhanced coronary assessment with ability to alternate two kVp energies at .25msec for unprecedented temporal registration.

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Additional features:

- Dynamic Z-axis tracking-low dose in helical scanning
- GOC-6.66 Console
- JEDI 100 SC Generator-100KW
- MX 240 Perseus Tube
- Colorado 4cm x 64 Row Detector 230-micron resolution
- 0.35 sec rotation speed
- GT Long Table
- Gemstone Spectral Imaging
- Cardiac and Neuro acquisition
- Xstream Recon
- Smart MAR-Advanced metal artifact reduction technique
- 3000 Image Series
- ASIR
- AutoFilter and Transfer
- AutomA
- AWE Connection
- Connect Pro
- CopyComposer
- Data Export
- Direct MPR
- Exam Split
- KV Assist
- NeuroFilter
- Smart Prep
- VCT Hi Power
- Xstream Recon
- Image Check
- Volume Viewer
- Overlapped Recon -Axial
- Card IQ SnapShot-Cine
- Card IA SnapShot
- Smart Score Pro
- Axial Shuttle
- EKG Viewer
- CardEP
- DentaScan
- Helical Shuttle
- Enhanced Xstream Injector
- Enhanced GSI
- Ava Xpress
- AutoBone Xpress
- CardIQ Xpress Reveal
- CT Perfusion 4D MultiOrgan
- CT Colono Pro3D EC

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- HD Smart MAR
- ASIR V

Injector: Medrad Stellant D (dual head) Injector

Trailer: AK Medical Trailer

Supplies Needed: Phone Line to Trailer
 Site needs to determine length
 CAT 5 Cables for PACS/Network Connections
 Site needs to determine length
 Injector Syringes- MedRad Stellant Dual Head
 ER Gurney
 EKG Leads

Term: The Primary Term of this Agreement shall be for a period of not less than **Three (3) Months** starting on or about **TBD, April 2020**.

Rental: **\$33,000.00** per month per Primary Term outlined above.

Cleaning Fee: Lessee is responsible for a one time housekeeping/cleaning charge **\$400.00**.

Transportation:

Lessee is responsible for transportation costs to site. **Transportation cost Not to exceed \$2,500.00**

Effective 1/1/2012 ACR CT Accreditation:

As stated in the ACR CT Accreditation Req. Rev. 9.13.10 "Loaner Unit" page 2. "Loaner Unit"

"Accredited facilities may use a "loaner" unit to temporarily replace an accredited unit that is out of service for repairs, etc. for up to six months without submitting clinical and phantom images for evaluation. The accredited facility must immediately notify the ACR of the installation date, manufacturer and model of the loaner. Any loaner unit that is in use for more than one month will be required to submit evidence of testing by a qualified medical physicist within 90 days of installation. If the loaner is in place for longer than six months, the facility must submit the unit for accreditation evaluation, including clinical and phantom image assessment and the corresponding fee(s)."

Lessor will provide a current Physics Survey performed by a qualified physicist.

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Interim Rental Includes:

- CT Service provided by GE Healthcare
- Monday – Friday 8 a.m. to 5 p.m. excluding holidays
- Injector Service provided via Bayer
- Monday – Friday 8 a.m. to 5 p.m. excluding holidays

Applications Training:

Applications training can be provided for \$1,800.00 per day.

Power Requirements:

Lessee will provide electrical service to include a 3-phase power source via lead-in cable on a dedicated power line of 150 amps/480 volts. Lessor will provide **one (1)** power cord of forty foot length.

This Quote is acceptable to Lessor and Lessee by signature below, and it is agreed that a formal Agreement for Interim Services shall be prepared.

Quote is valid for 30 days from March 19, 2020

Lessor:

By: 

Date: 3-25-20

Cynthia L. Shehorn, CPPB
Public Works Division
Purchasing Department
Contra Costa County

Lessee:

By: _____

Date: _____

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AGREEMENT
FOR
COMPUTED TOMOGRAPHY INTERIM SERVICES

THIS AGREEMENT is entered into as of **March 20, 2020** by and between **Contra Costa Regional Medical Center** located at **2500 Alhambra Avenue, Martinez, CA 94553** (hereinafter referred to as "LESSEE") and **GE Healthcare** located at **3000 N. Grandview Blvd., Waukesha, WI 53188** (hereinafter referred to as "PAYOR") and **Catalina Imaging Inc., a California corporation**, located at **3311 Swetzer Road Loomis CA 95650** (hereinafter referred to as "LESSOR").

WHEREAS, LESSEE is in business of providing general healthcare.

WHEREAS LESSOR is in the business of providing Computerized Tomography (hereinafter referred to as "CT") services as herein below set forth on an Interim basis as an independent contractor;

WHEREAS PAYOR is in the business of providing GE Medical Equipment

WHEREAS, the parties hereto desire to enter into an agreement whereby LESSOR will provide its equipment to LESSEE.

NOW, THEREFORE, in consideration of the premises and promises herein made, the parties agree as follows:

1.00 TERM.

1.01. The "**Primary Term**" of this Agreement shall be for a period of not less than **three (3) months** commencing **on or about April 15, 2020** which is the date the CT equipment described in Paragraph 2.00, below, shall be first available for the performance of patient studies. In the event that the "Site" (as described in Paragraph 4.00 hereof) has not been prepared in accordance with the provisions of Paragraph 4.00 and is not ready for the performance of patient studies by **no later than April 15, 2020** LESSOR in its complete discretion shall have the right to terminate this Agreement without any liability to LESSEE and or PAYOR therefore.

1.02. This Agreement may be extended on a **month to month** basis subject to availability of Equipment upon completion of Primary Term. Notice of intent to extend or not to extend by LESSEE to LESSOR or LESSOR to LESSEE shall be in writing not less than **thirty (30) days** prior to expiration of the Primary Term.

2.00 **EQUIPMENT PROVIDED BY LESSOR: RESPONSIBILITIES OF LESSOR AND LESSEE**

2.01. LESSOR shall provide LESSEE with a **Mobile GE Discovery 750HD High Definition Imaging CT scanner in a medical coach** (hereinafter referred to as the "Equipment" as further detailed in Exhibit A "Description of Equipment"). It is understood and agreed that during the entire term of this Agreement, the Equipment shall remain the sole property of LESSOR.

2.02 LESSOR and LESSEE shall have those responsibilities and duties set forth as follows:

(i) LESSOR shall be responsible for the maintenance and repair of the Equipment in accordance with the manufacturers' specifications and shall include all parts and labor, including glassware, subject to Conditions set forth on Exhibit B. Maintenance provided by LESSOR for standard service hours only. Standard service hours are Monday thru Friday 8:00 AM to 5:00 PM.

(ii) If Equipment failure is due to LESSEE'S power, LESSEE shall be responsible for parts and labor associated with that repair. Power related faults will be determined by GE and or an independent electrical contractor and appropriate power monitoring equipment.

(iii) LESSEE shall provide all personnel required to operate the Equipment.

(iv) LESSEE shall provide nursing services to LESSEE'S patients receiving services at the Equipment in accordance with LESSEE'S policies.

(v) LESSEE shall provide all linen, supplies, including but not limited to, film, magnetic tape, floppy discs, contrast medium, administration sets, defibrillator, crash cart, emergency equipment and supplies and Code Blue Team.

(vi) LESSEE shall provide a requisition for each patient study to be performed at the Equipment

(vii) LESSEE shall provide all electrical power and utilities (including access to one (1) telephone connection to handle incoming and outgoing calls to the Equipment) required to operate and maintain Equipment in accordance with the manufacturers' specifications and the site specifications set forth on Exhibit A from the date of the execution of this Agreement and throughout the entire term hereof.

(viii) LESSEE shall provide transport personnel for the delivery of patients to and from the Equipment for the performance of patient studies. LESSEE shall operate patient lift with a minimum of two (2) personnel for patient safety.

(ix) LESSEE shall allow regular preventative maintenance procedures to be performed by LESSOR at regular intervals during term of this Agreement during standard LESSOR hours or LESSEE shall be responsible for any overtime service charges.

(x) LESSEE shall be responsible for Equipment repairs that are a result of abuse or neglect. Normal wear and tear shall be the responsibility of LESSOR.

(xi) LESSOR and LESSEE shall have those responsibilities for insurance as described in Paragraph 9.00.

(xii) **Effective 1/1/2012 ACR CT Accreditation:**

As stated in the ACR CT Accreditation Req. Rev. 9.13.10 "Loaner Unit" page 3.

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“Loaner Unit”

“Accredited facilities may use a “loaner” unit to temporarily replace an accredited unit that is out of service for repairs, etc. for up to six months without submitting clinical and phantom images for evaluation. The accredited facility must immediately notify the ACR of the installation date, manufacturer and model of the loaner. Any loaner unit that is in use for more than one month will be required to submit evidence of testing by a qualified medical physicist within 90 days of installation. If the loaner is in place for longer than six months, the facility must submit the unit for accreditation evaluation, including clinical and phantom image assessment and the corresponding fee(s).”

Lessor will provide a current Physics Survey performed by a qualified physicist.

3.00 RESPONSIBILITY FOR MEDICAL TREATMENT

3.01. LESSOR shall not provide medical treatment or medical advice to patients of LESSEE. LESSEE shall furnish the services of a physician or physicians qualified to order patient studies, administer injections, to interpret the results of patient studies performed at the Equipment, to monitor patients for reactions and initiate appropriate treatments as needed. In addition, LESSEE is responsible for compliance with all HIPAA Privacy Rules and Regulations. Furthermore, LESSEE shall remove all patient data from the Equipment prior to returning it to LESSOR.

3.02. Personnel employed by LESSEE (and LESSOR, if and only if LESSOR is providing any personnel hereunder) in the performance of their normal duties hereunder, shall at all times act under the guidance of a Medical Director appointed by LESSEE. LESSEE shall comply with all laws, ordinances, regulations, requirements and rules with respect to the use, maintenance and operation of the Equipment.

4.00 SITE FOR EQUIPMENT.

4.01. LESSOR and LESSEE shall mutually agree upon an appropriate location on LESSEE premises for the placing and operation of the Equipment (hereinafter referred to as the “Site”). LESSEE shall at its sole cost and expense obtain any and all State or other governmental entity permits and approvals, which may be required in connection with the development and maintenance of the Equipment at the Site.

4.02. LESSEE shall be responsible for the entire cost and performance of Site preparation and Site maintenance, during the term of this Agreement. The costs and performance of Site preparation shall include, but not be limited to, the obtaining of any and all building permits, the negotiating of Site preparation costs and warranties, and the hiring of any and all contractors and other construction personnel required in connection with the preparation of the Site. LESSEE agrees that it shall purchase all materials and construct the Site in accordance with Site Planning Criteria, which is attached hereto and incorporated herein by this reference.

4.03 LESSEE shall provide a security plan to protect the "Equipment" from theft and vandalism. If the Equipment is located in or near traffic lanes or parking areas, LESSEE shall provide barricades and any other safeguard needed to protect the Equipment. LESSEE agrees that it shall immediately, upon the execution of the Agreement, commence performing its obligations pursuant to this Paragraph 4.00.

4.04. LESSEE is responsible for connecting the unit to its receptacle. The unit is supplied with **ONE (1) FORTY (40) FOOT POWER CORD**. Additional cable is the responsibility of LESSEE. The addition cable must be installed and removed by certified personnel. If the Equipment is to be hardwired in LESSEE'S disconnect box, LESSEE will have sole responsibility for power connection and proper phase rotation. At the end of the Lease Term, LESSEE will disconnect the Equipment from the electrical service.

4.05. Some Equipment may have sinks on board; however, regulations and requirements vary greatly from locality to locality. In the event LESSEE wishes to use the sink (if available), LESSEE is responsible for any and all plumbing required, all connection to a sanitary water source, any wastewater disposal, and all required permits.

5.00 **COMPENSATION**

5.01. PAYOR shall pay LESSOR a rental for the use of the Equipment in the amount set forth in Exhibit B, which is attached hereto and incorporated herein by this reference for the Primary Term. The rental payments shall be due and payable, in advance set forth in Exhibit B. LESSOR shall assess LESSEE a late charge of the maximum rate allowed by law, for all payments due. Payor is not entitled to any abatement of, reduction of, or set-off against Lease payments for any reason whatsoever, including loss of income and or expenses related to downtime.

5.02. LESSEE shall be responsible for all billings to patients and/or third party payors for patient studies performed at the Equipment. Payors obligation to pay LESSOR compensation in accordance with the provisions of this Paragraph 5.00 shall not be dependent upon LESSEE'S billing and collection of patient and/or third party payor accounts receivable.

5.03 PAYOR shall pay LESSOR a one time Housekeeping fee, amount set forth in Exhibit B. LESSEE shall be responsible for daily housekeeping activities involving the Equipment, including but not limited to: general cleaning, floors, counters, gantry, table and pads.

Payor shall have no payment obligations beyond the Primary Term, except where Payor has provided in written consent to additional payments.

6.00 **TAXES**

6.01 Payor covenants to promptly report, file, pay, indemnify and hold LESSOR harmless with respect to any and all Taxes, as hereinafter defined. The term "Taxes" as used herein shall mean all taxes (including sales, use, excise, personal property, ad valorem, stamp, documentary and other taxes), and all other governmental fees, charges and assessments (general or special) due, assessed or levied by any foreign, federal, state, county or local government or taxing authority, and any penalties, fines or interest thereon, which are imposed against, upon or relating to the lease thereof including the rentals or receipts due under the Lease Agreement, but shall not include any taxes solely based upon or measured by the income of LESSOR. LESSEE will, upon request by LESSOR, submit to LESSOR written evidence of LESSEE's payment of all Taxes due hereunder. LESSEE shall file all tax returns for personal property taxes, and remit the amount thereof. Any tax returns filed by LESSEE shall show LESSOR as the owner of the Equipment. Lessee shall reimburse Lessor within ten (10) days of receipt of Lessor's invoice therefore.

7.00 **ACCESS TO BOOKS AND RECORDS**

7.01. LESSOR agrees that until the expiration of four (4) years after the furnishing of services pursuant to this Agreement, it shall, upon written request, make available to the Secretary of the Department of Health and Human Services (herein after referred to as "HHS") or the Secretary's duly authorized representatives, or upon request of the Comptroller General or the Comptroller General's duly authorized representatives, this Agreement and such books, documents and records that are necessary to certify the nature and extent of costs under this Agreement. The provisions of this Paragraph shall apply only if the value or cost of this Agreement equals Ten Thousand Dollars (\$10,000.00) or more over a twelve (12) month period. The availability of LESSOR'S book, documents and records shall be subject at all times to such criteria and procedures for seeking or obtaining access as may be promulgated by the Secretary of HHS in regulations and other applicable laws. LESSOR'S disclosure under this Paragraph shall not be construed as a waiver of any other legal rights to which LESSOR may be entitled under law, regulations or equity. If LESSOR carries out the duties of this Agreement through a subcontract worth Ten Thousand Dollars (\$10,000.00) or more over a twelve (12) month period with a related organization, the subcontract will also contain an access clause to permit access by the Secretary, Comptroller General and their representatives to the subcontractor's books and records.

8.00 **HOUSEKEEPING / MAINTENANCE**

Lessee shall be responsible for daily housekeeping activities involving the Equipment, including but no limited to: general cleaning, walls, floors, counters, gantry, table, and pads. In addition, Lessee shall be responsible for minor maintenance on the trailer, including but not limited to: replacement of light bulbs. Lessor shall provide Lessee with a brief in-service regarding maintenance upon delivery of the system.

9.00 **INDEPENDENT CONTRACTOR**

9.01. Both parties shall remain at all times an independent contractor of the other party. Neither party's employees shall be regarded as an employee or agent of the other party for the payment of any employer taxes such as FICA, unemployment, and worker's compensation. Neither party shall be responsible for those taxes of any fringe benefits of the other party. Further, neither party's employees shall be regarded as employees of the other party with respect to any intentional or negligent activity in which they may be involved or for any other purpose. Neither party shall be construed to be, the partner, agent, joint venture, etc., of the other party.

10.00 **INSURANCE**

10.01. Throughout the term of this Agreement, LESSOR shall:

- (i) Maintain commercially reasonable amounts of insurance covering:
 - (a) Comprehensive General, Premises and Professional Liability;
 - (b) Casualty Coverage, all risks of physical damage or loss to the Equipment provided by LESSOR hereunder; and
 - (c) Workers' Compensation Coverage for employees of LESSOR, if any, provided hereunder.
- (ii) Provide Certificates of Insurance issued by LESSOR'S Insurers or their Agents. Said Certificates shall include a provision to notify LESSEE of any pending expiration, pending notice of non-renewal, cancellation or any other significant change in insurance coverage, by no later than ten (10) days prior to the effective date of such change.

Throughout the term of this Agreement, LESSEE shall:

- (iii) Provide commercially reasonable amounts of insurance covering:
 - (a) Comprehensive General and Professional Liability; and
 - (b) Workers' Compensation Coverage for employees of LESSEE provided hereunder.
 - (c) Casualty Coverage, "Risk of Loss" from casualty to the Equipment will be LESSOR'S up to the time that LESSOR turns over the keys of the Equipment to the LESSEE. **Equipment valued at \$ 500,000.00.**
- (iv) Provide Certificates of Insurance issued by LESSEE'S Insurers or their Agents. Said Certificates shall include a provision to notify LESSOR of any pending expiration, pending notice of no renewal, cancellation or any other significant change in insurance coverage, by no later than ten (10) days prior to the effective date of such change.

11.00 **DEFAULT**

11.01. This Agreement may be terminated by either party upon giving of ten (10) days prior written notice in the event of the breach of a material and substantial term, covenant or condition hereof by the other party. Such termination shall be effective only if the party seeking to so terminate shall have first mailed to the other party a preliminary written notice setting forth in detail each and every ground of default and said default has not been cured within ten (10) days after the receipt of such preliminary written notice of default. The ten (10) day period in which the allegedly defaulting party may cure its defaults hereunder shall be reasonably extended in good faith in the event that the allegedly defaulting party is prevented, restricted or interfered with by reason of fire, explosion, acts of God, labor disputes or accidents affecting performance under this Agreement, or war, mobilization, civil commotions, blockade or embargo, or any future law, regulation, ordinance or requirement of any government or regulatory agency, or any other act whatsoever similar to those above enumerated, or any other circumstances being beyond the reasonable control of said allegedly defaulting party.

11.02. Notwithstanding anything else contained herein to the contrary, LESSOR may terminate this Agreement upon the giving of ten (10) days prior written notice to LESSEE in the event that LESSEE and or PAYOR:

- (i) fails to pay LESSOR compensation in accordance with the provisions of Paragraph 5 hereof within ten (10) days after written notice to LESSEE by LESSOR.
- (ii) becomes bankrupt, insolvent or makes an assignment for the benefit of creditors; or
- (iii) discontinues operations, abandons or permits the Equipment to be subject to unreasonable hazards or risks.

11.03. Then in such event termination of this Agreement may be exercised by LESSOR and LESSOR may enter on any premises wherever situated and disable the Equipment, and/or restrict access to the Equipment, and/or take possession of the Equipment and remove it from the premises, and/or pursue any other remedy that LESSOR may have in law or equity, and none of said actions shall relieve LESSEE of any obligation or liability LESSOR would have otherwise have under the Agreement.

12.00 **INDEMNIFICATION**

12.01. LESSEE shall fully indemnify and hold harmless LESSOR and Payor, its officers, agents and employees from any and all liability to third parties or otherwise for any loss, cost, claim, damage and all expense (including attorneys' fees) arising as a result of LESSEE'S performance of this Agreement. The foregoing indemnification shall not be deemed to include indemnification for any loss, claim, cost, damage or expense (including attorneys' fees) arising as a result of the negligent or intentional acts of LESSOR, its officers, agents or employees.

12.02. LESSOR shall fully indemnify and hold harmless LESSEE and Payor, its officers, agents and employees from any and all liability to third parties or otherwise for any loss, cost, claim, damage or expense (including attorneys' fees) arising as a result of LESSOR'S performance of this Agreement. The foregoing indemnification shall not be deemed to include indemnification for any loss, cost, claim, damage or expense (including attorneys' fees) arising as a result of negligent or intentional acts of LESSEE, its officers, agents or employees.

13.00 **ACCESS TO EQUIPMENT**

13.01. LESSOR shall have the right to enter LESSEE premises and the Site to inspect the Equipment or the Site at any time during reasonable business hours.

14.00 **INTEGRATION, EXHIBITS AND AMENDMENTS**

14.01. The parties hereto acknowledge that they have read this Agreement, understand its contents and agree to be bound by its terms, and further agree that it is the complete and exclusive statement of the Agreement between the parties. The attached Exhibits A and B contain additional terms and conditions which are incorporated into this Agreement. This Agreement supersedes all proposals, oral or written, and all other communications between the parties relating to the subject of this Agreement. No change, in modification of, or revision to this Agreement shall be valid unless made in writing signed by both parties. No course of dealing or usage of trade shall be used to modify the terms and conditions therein. A waiver of a default shall not be a waiver of any other or a subsequent default.

15.00 **VALIDITY**

15.01. The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the parties hereunder, shall be interpreted and construed pursuant to and in accordance with its laws of the State of California.

16.00 **COUNTERPARTS**

16.01. This agreement or any amendment hereto, may be executed in multiple counterparts, each of which shall be deemed an original Agreement, and all of which shall constitute a single Agreement.

17.00 **ASSIGNMENT**

17.01. This Agreement is binding upon and shall inure to the benefit of the heirs, executors, administrators, successors or assigns of the respective parties hereto, except that neither party may assign its rights or obligations hereunder without the express written consent of the other party; which consent shall not be unreasonably withheld. Such assignment, however, shall not release the assignor thereof from or against any and all liability under this Agreement.

18.00 NOTICES

18.01. All notices, requests, demands and other communications required or permitted to be given or made under this Agreement shall be in writing in the English language and shall be deemed to have been duly given if delivered by hand or mailed, postage prepaid, by certified mail or registered mail as follows:

If to LESSOR:
Catalina Imaging, Inc.
3311 Swetzer Road
Loomis, CA 95650
(916) 652-9501

If to PAYOR:
GE Healthcare
3000 N. Grandview Blvd.
Waukesha, WI 53188

If to LESSEE:
Contra Costa Regional Medical
Center
2500 Alhambra Avenue
Martinez, CA 94553

or to such other address as either party may specify for the reception of notices from time to time in writing to the other party. Any such notice shall be effective only when actually received by the party to whom addressed.

19.00 ARBITRATION OF DISPUTES: ATTORNEY'S FEES

19.01. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in accordance with the expedited (one arbitrator) Commercial Arbitration Rules of American Arbitration Association. It is agreed that the venue for such arbitration shall be the State of California in the County of Placer. It is also agreed that the judgment upon the award rendered by the arbitrator may be entered into the court located in the State of California in the county of Placer, in addition to any court having jurisdiction thereof. The parties hereto agree that any award granted by the arbitrator shall be due and payable no later than ten (10) business days from the date of said award. In the event either party fails to pay in full their portion of the award as stated by the arbitrator within the time set forth above, then penalty fees on the amount of 1 - 1 1/2% per month or \$ 250.00 per day, whichever is greater, will accrue to any portion of the award, including penalty fees, then outstanding. The prevailing party in any action and/or arbitration shall be entitled to an award of its reasonable attorneys' fees and costs.

20.00 FORCE MAJEURE

20.01 Failure to perform by LESSOR will be excused by LESSEE in the event of any delay or inability to perform duties by LESSOR under this Agreement directly or indirectly caused by conditions beyond LESSOR'S reasonable control, including, but not limited to, fires, floods, earthquakes, snow, ice, disasters, Acts of God, accidents, riots, wars, operation of law, strikes, government action or regulations, shortages of labor, fuel, power, materials, supplier delays or transportation.

21.00 WAIVERS

21.01. The failure of any party hereto to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver of any right hereunder, nor shall it deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement

22.00 **SEVERABILITY**

22.01. Unless otherwise provided for herein, if any provision of this Agreement in whole or in part is held invalid for any reason or for any purpose, such invalidity shall not affect other provisions of this Agreement, which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

IN WITNESS WHEREOF, the parties have entered into and executed this Agreement the date first above written.

LESSOR:

PRINT

NAME: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

PAYOR:

PRINT

NAME: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

LESSEE:

PRINT

NAME: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

Cynthia I. Shehorn, CPPR
Public Works Division
Purchasing Department
Contra Costa County


Cynthia I. Shehorn
3-30-20

EXHIBIT A

SITE: Contra Costa Regional Medical Center



Description of Equipment:

GE Discovery 750HD High Definition Imaging CT

High Definition Imaging-GE's high-performance system combines the benefits of the Gemstone Detector, spectral imaging and 128 slice capability to produce the industries best spatial and contrast resolution at 230 micron spatial resolution.

Gemstone Spectral Imaging-Innovative technology which uses fast kV switching dual energy acquisition coupled with fast sampling, low afterglow and high light output scintillator detector to produce near perfectly registered dual energy.

Performix HD Tube-GE's patented MX 240 Perseus high-performance technology produces superb image quality when combined with the Gemstone detector, while enabling Smart Technologies to deliver efficient dose modulation and longer tube life.

GSI Cardiac-Provides enhanced coronary assessment with ability to alternate two kVp energies at .25msec for unprecedented temporal registration.

Additional features

- Dynamic Z-axis tracking-low dose in helical scanning
- GOC-6.66 Console
- JEDI 100 SC Generator-100KW
- MX 240 Perseus Tube
- Colorado 4cm x 64 Row Detector 230-micron resolution
- 0.35 sec rotation speed
- GT Long Table
- Gemstone Spectral Imaging
- Cardiac and Neuro acquisition
- Xstream Recon

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- Smart MAR-Advanced metal artifact reduction technique
- 3000 Image Series
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- AutoFilter and Transfer
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- AWE Connection
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- CopyComposer
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- Exam Split
- KV Assist
- NeuroFilter
- Smart Prep
- VCT Hi Power
- Xstream Recon
- Image Check
- Volume Viewer
- Overlapped Recon -Axial
- Card IQ SnapShot-Cine
- Card IA SnapShot
- Smart Score Pro
- Axial Shuttle
- EKG Viewer
- CardEP
- DentaScan
- Helical Shuttle
- Enhanced Xstream Injector
- Enhanced GSI
- Ava Xpress
- AutoBone Xpress
- CardIQ Xpress Reveal
- CT Perfusion 4D MultiOrgan
- CT Colono Pro3D EC
- HD Smart MAR
- ASIR V

Injector: MedRad Stellant™ Dual CT Injector

Supplies Needed: Phone Line to Trailer
Site needs to determine Length
CAT 5 Cables for PACS/IT Network Connections
Site needs to determine Length
Injector Syringes – MedRad Stellant Dual Head
ER Gurney

Trailer: AK Medical trailer

Primary Service:

CT Service provided via General Electric Healthcare
Monday through Friday 8:00 a.m. to 5:00 p.m. excluding **Observed Holidays**

Injector Service Provided via MedRad Monday – Friday 8:00 a.m. to 5:00 p.m.

- Predictive Maintenance (PM) Coverage
- MEDRAD Product Hardware and Software Updates
- PM Hours of 8am-5pm Monday through Friday
- 24x7 Telephone Support

PACS Communications: Costs for all work related to establishing PACS Communications shall be borne by LESSEE, including provision of Purchase Orders to the manufacturer or third party service.

Overtime and including Observed Holidays (as defined by OEM Service): LESSOR is not responsible for overtime charges without prior authorization of LESSOR.

LESSOR:

BY: _____

DATE: _____

PAYOR:

BY: _____

DATE: _____

LESSEE:

BY: 

DATE: 3-30-20

Cynthia L. Shehorn, CPPB
Public Works Division
Purchasing Department
Contra Costa County

EXHIBIT B

RENTAL COMPENSATION FOR INTERIM CT SERVICES

In full compensation for the Equipment and its other obligations under this Agreement, LESSOR shall receive from PAYOR rental compensation as follows:

EQUIPMENT RENTAL

\$33,000.00 PER MONTH PER PRIMARY TERM OF THREE (3) MONTHS OF INTERIM SERVICES OR PORTION THEREOF.

TRANSPORTATION

PAYOR IS RESPONSIBLE FOR TRANSPORTATION COSTS TO THE SITE. **TRANSPORTATION NOT TO EXCEED \$3,000.00.**

APPLICATIONS TRAINING

APPLICATIONS TRAINING CAN BE PROVIDED FOR 1,800.00 PER DAY.

CLEANING FEE

PAYOR SHALL BE CHARGED A ONE TIME HOUSEKEEPING/CLEANING FEE OF **\$400.00**

TO BE PAID AS FOLLOWS:

- * **\$36,400.00** TO BE PAID UPON DELIVERY (first month, transportation & cleaning)
- THREE (3)** GUARANTEED MINIMUM NUMBER OF MONTHS OF INTERIM USE PROVIDED BY LESSOR TO LESSEE
- \$1,300.00** ADDITIONAL DAILY RATE FOR DAYS IN EXCESS OF PRIMARY TERM OUTLINED ABOVE. **(subject to availability)**

GENERAL TERMS AND CONDITIONS:

MINIMUM PAYMENT PER PRIMARY TERM IS AS OUTLINED ABOVE. THIS PAYMENT GUARANTEES A DEDICATED UNIT TO BE DELIVERED AND SET UP SEVEN (7) DAYS PER WEEK, TWENTY-FOUR (24) HOURS PER DAY. GLASSWARE CONSUMPTION IS PRORATED DAILY BASED ON UNLIMITED ROTATIONS PER MONTH.

LESSOR:

BY: _____

DATE: _____

PAYOR:

BY: _____

DATE: _____

LESSEE:

BY: 

DATE: 3-30-20

Cynthia L. Shehorn, CPPB
Public Works Division
Purchasing Department
Contra Costa County

SITE PLANNING CRITERIA
SHORE POWER SPECIFICATIONS
FOR
POWER DISTRIBUTION REQUIREMENTS

ACTUAL POWER REQUIREMENTS

RECEPTACLE AND PLUG: Power Receptacle is Russellstoll Model# DF2504 FRAB

<u>RECEPTACLE VOLTAGE (NOMINAL)</u>	480 VAC, 3 Phase, 3 Wire Underground Delta with case to Earth Ground or Wye (star) With case to Earth Ground.
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MAXIMUM ALLOWABLE DAILY LINE
VOLTAGE VARIATIONS 455 to 504
All combinations of line and load variations shall be no more than +/- 5% of nominal, otherwise
line regulation will be required.

KVA - DEDICATED POWER	112.5 KV
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(NOTE: NOTHING ELSE IS TO BE CONNECTED TO THIS CIRCUIT)

SUPPLY CIRCUIT BREAKER OR FUSES	150 AMPS
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LINE VOLTAGE BALANCE	All lines within 2% of lowest line voltage
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FREQUENCY	60 Hertz +/- .5 Hz
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Instantaneous fluctuations in the line voltage caused by loads other than this Mobil CT Scanner
unit must not exceed +/- 5%, have a duration in excess of 3 cycles, and frequency of their
occurrence must not be more than ten (10) times per hour.

CONFIGURATION	480 VAC, 3 Phase 60 Hz, 3 Wire,
WIRE DESIGNATIONS	+ Ground Phase 1 Phase 2 Phase 3 Ground

PHASE ROTATION SEQUENCE	Phase sequence of receptacle pins must indicate a clockwise rotation of A, B, C.
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