

**AMENDMENT NO. 4
FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN PSM Medical Imaging Specialists Inc. AND
THE NATIVIDAD MEDICAL CENTER
FOR**

Information Technology PACS Project Management & Implementation Services

The parties to Professional Services Agreement ("Agreement"), dated April 1, 2010 between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and PSM Medical Imaging Specialists Inc. (Contractor), hereby agree to amend their Agreement (No. A-11829) on the following terms and conditions:

WHEREAS, the County and Contractor wish to amend the Agreement to extend the term end date and to add additional services requested by County.

WHEREAS, the County and Contractor wish to amend the Agreement to increase the amount of the Agreement because of the term extension and the increase in the amount payable for additional services rendered.

WHEREAS, the County and Contractor amended the Agreement previously on July 1, 2010 via Amendment No. 1, on January 1, 2011 via Amendment No. 2, and on October 1, 2011 via Amendment No.3.

1. Exhibit A to the Agreement is replaced with Amendment-4 to Exhibit A, attached to this Amendment. All references in the Agreement to Exhibit A shall be construed to refer to Amendment-4 to Exhibit A.
2. Section 1. "PAYMENTS BY NMC" shall be amended by removing, "*The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$100,000.*" and replacing it with "*The total amount payable by County to CONTRACTOR under Agreement No. (A-11829) shall not exceed the total sum of \$1,580,802.40 for the full term of the Agreement and \$45,9019.20 for fiscal year 2012-13*"
3. Section 2. "TERM OF AGREEMENT" shall be amended by removing, "*The term of this Agreement is from April 1, 2010 to December 31, 2010 unless sooner terminated pursuant to this Agreement*" and replacing it with "*The term of this Agreement is from April 1, 2010 to June 30, 2014 unless sooner terminated pursuant to this Agreement.*"
4. All other terms and conditions of the Agreement shall continue in full force and effect. Except as provided herein, all remaining terms, conditions and provisions of the Agreement and Amendment Nos. 1, 2, and 3 are unchanged and unaffected by this Amendment and shall continue in full force and effect as set forth in the Agreement.
5. A copy of this Amendment and all previous amendments shall be attached to the original Agreement (No. A-11829)
6. The effective date of this Amendment is July 1, 2012

IN WITNESS WHEREOF, the parties hereto are in agreement with this Amendment on the basis set forth in this document and have executed this Amendment on the day and year set forth herein.

CONTRACTOR

Signature 1 [Handwritten Signature]

Dated 3/15/2012

Printed Name KASHYAP P. KANANI

Title PRESIDENT CEO

Signature 2 [Handwritten Signature]

Dated 3/15/2012

Printed Name DIPESH, KACHHIA

Title CFO

****INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in and individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement.*

NATIVIDAD MEDICAL CENTER

Signature _____
Purchasing Manager

Dated _____

Signature [Handwritten Signature]
NMC - CEO

Dated 3/20/12

Approved as to Legality and Legal Form:

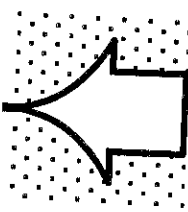
Charles J. McKee, County Counsel

By [Handwritten Signature]

Stacy Saetta, Deputy
Attorneys for County and NMC

Dated: 3/20, 2012

Reviewed as to fiscal provisions
[Handwritten Signature]
Auditor-Controller
County of Monterey
3-27-12





AMENDMENT-4 TO EXHIBIT A

Estimated Monthly Cost for PACS Support, New tasks & New projects

Service Duration	Estimated Cost
7/1/2012 to 6/30/2013	\$459019.20
7/1/2013 to 6/30/2014	\$459019.20
Total for PACS support, new tasks and projects	\$918038.40

Above estimate is based on PSM Medical Imaging Specialists, Inc. providing a complete imaging informatics support to NMC radiology department. In the event Natividad Medical Center requests only part of the above stated services standard hourly rate of \$150.00 per hour shall apply for all services requested during regular business hours of M-F 8am-5pm. Services requested after regular business hours shall be billable at \$300.00 per hour with a minimum of 1 hour billable time. In addition to the number of hours worked daily, travel charges of 2 hours per day will apply for all services rendered on-site.



Medical Imaging Specialists Inc.

Scope of Work

PSM MIS is committed to assist Natividad Medical Center with its Imaging Informatics and Diagnostic Imaging Operations needs in following areas

- Maintain data and patient information integrity
- Check that technologists and radiologists are signing off cases as appropriate to avoid having any old cases that have not been read
- Resolve outstanding quality assurance (QA) issues
- Check for patient information for duplicate names or patient numbers
- Check for un-archived exams
- Check that reports are imported and associated with cases in PACS
- Train and add new users to the system
- Support Radiology staff to resolve system related issues
- Deactivate accounts for users that no longer require access to the system
- Add or change facilities, sources, and referring physicians as needed
- Merge or move patient folders when needed
- Troubleshoot any DICOM network connectivity issues
- Work with PACS/RIS vendor to meet their general maintenance needs
- 24X7 PACS support
- New tasks and projects:
 - Powerscribe 360 implementation
 - Powerscribe 360 support
 - Yearly technologist competencies
 - Segami upgrade
 - New PACS equipment setup (Web server, workstations)
 - Historical exam digitization project (PACS data integrity checks and clean up)
 - JLG QA/QC of reports
 - OR monitor change out to 6MP monitors
 - Digital Mammography Project
 - PeerVue Implementation & Support
 - NEW TASKS REQUIRE ADDITIONAL RESOURCES
 - On site additional support for Digital Mammography Project



Estimated Monthly Cost Breakdown for PACS Support, New tasks & New projects

Support Tasks	Estimated Hours per month	Estimated Cost per month
PACS support – M-F 8am-5pm	200 Hourly rate \$93.75	\$18,750.00
PACS after hours, weekend and holiday support	488 Hourly rate \$8.20	\$4001.60
New projects	50 Hourly rate \$150.00	\$7,500.00
Additional on-site resource for Digital Mammography Project	160 Hourly rate \$50.00	\$8000.00
Total for PACS support, new tasks and projects		\$38,251.60

MONTEREY COUNTY BOARD OF SUPERVISORS

MEETING:	October 25, 2011	AGENDA NO.:
SUBJECT:	Authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment No. 3 to the Agreement (A-11829) with PSM Medical Imaging Specialists for Information Technology Picture Archiving and Communication System (PACS) Project Management & Implementation Services at NMC. Amendment No. 3 extends the term from December 31, 2011 to June 30, 2012 and adds \$272,264.40 for the period October 1, 2011 to June 30, 2012 for a revised total Agreement amount not to exceed \$662,764 in the aggregate.	
DEPARTMENT:	Natividad Medical Center	

RECOMMENDATION:

It is recommended the Board of Supervisors authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment No. 3 to the Agreement (A-11829) with PSM Medical Imaging Specialists for Information Technology Picture Archiving and Communication System (PACS) Project Management & Implementation Services at NMC. Amendment No. 3 extends the term from December 31, 2011 to June 30, 2012 and adds \$272,264.40 for the period October 1, 2011 to June 30, 2012 for a revised total Agreement amount not to exceed \$662,764.

SUMMARY/DISCUSSION:

As part of its long-term Information Technology strategy, NMC has installed a Picture Archive & Communication System, which provides digital imaging for the Diagnostic Imaging Department. PSM Medical Imaging Specialists, a locally recognized expert in Picture Archive and Communication System (PACS) and imaging software, has provided project management services for the NMC PACS implementation.

NMC would like to continue its strong working relationship with PSM Medical Imaging Specialists through the end of fiscal year 2012.

This amendment will allow for the following:

- Implementation of the PACS voice recognition dictation system
- Offsite image distribution services
- Integration of PACS with the NMC Meditech platform
- Interfacing the PACS system with the NMC Nuclear Medicine and Mammography departments
- Oversight of the PACS Information Technology structure (PACS Administrator).

The cost for this service is as follows: 1) \$204,764.40 for the PACS Administrator to provide 40 hours per week onsite coverage and emergency after hour coverage and 2) the remaining balance of \$67,500 for the above mentioned new projects.

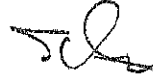
OTHER AGENCY INVOLVEMENT:

The Amendment has been reviewed and approved by County Counsel, the Auditor/Controller's office, and the Natividad Medical Center Board of Trustees' Finance Committee.

FINANCING:

The cost for this Amendment is \$272,264.40 and is included in the Fiscal Year 2011/2012 Adopted Budget. There is no impact to the General Fund.

Prepared by:
Tom Burnside, 755-4288
Radiology Director
September 21, 2011



Harry Weis
Chief Executive Officer

Attachments: Agreement, Board Order
Attachments are on file with the Clerk of the Board

Before the Board of Supervisors In and for the
County of Monterey, State of California

Agreement No.: A-11829
 Authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment No. 3 to the Agreement (A-11829) with PSM Medical Imaging Specialists for Information Technology Picture Archiving and Communication System (PACS) Project Management & Implementation Services at NMC. Amendment No. 3 extends the term from December 31, 2011 to June 30, 2012 and adds \$272,264.40 for the period October 1, 2011 to June 30, 2012 for a revised total Agreement amount not to exceed \$662,764 in the aggregate

Upon motion of Supervisor Salinas, seconded by Supervisor Potter and carried by those members present, the Board hereby;

Authorized the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment No. 3 to the Agreement (A-11829) with PSM Medical Imaging Specialists for Information Technology Picture Archiving and Communication System (PACS) Project Management & Implementation Services at NMC. Amendment No. 3 extends the term from December 31, 2011 to June 30, 2012 and adds \$272,264.40 for the period October 1, 2011 to June 30, 2012 for a revised total Agreement amount not to exceed \$662,764 in the aggregate.

PASSED AND ADOPTED on this 1st day of November 2011, by the following vote, to wit:

- AYES: Supervisors Calcagno, Salinas, Parker and Potter
- NOES: None
- ABSENT: Supervisor Armenta

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 75 for the meeting on November 1, 2011.

Dated: November 1, 2011

Gail T. Borkowski, Clerk of the Board of Supervisors
County of Monterey, State of California

By Denise Hancock
Deputy

AMENDMENT NO. 3
FOR PROFESSIONAL SERVICE AGREEMENT
BETWEEN PSM Medical Imaging Specialists AND
THE NATIVIDAD MEDICAL CENTER
FOR

Information Technology PACS Project Management & Implementation Services

The parties to Professional Service Agreement, dated April 1, 2010 between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and PSM Medical Imaging Specialists (Contractor), hereby agree to amend their Agreement No. (A-11829) on the following amended terms and conditions:

1. Contractor will continue to provide NMC with the same scope of service as stated in the original Agreement No. (A-11829). Additionally, the Contractor will provide the services described on Attachment A attached to this Amendment #1.
2. This Amendment shall become effective on October 1, 2011 and shall continue in full force and extending the term date until June 30, 2012.
3. The total amount payable by County to Contractor under Agreement No. (A-11829) shall not exceed the total sum of \$662,764.40 for the full term of the Agreement and \$349,402.90 for fiscal year 2011-2012.
4. All other terms and conditions of the Agreement shall continue in full force and effect.
5. A copy of this Amendment shall be attached to the original Agreement No. (A-11829).

CONTRACTOR

Signature 1 Kashyap P. Kanani Dated 8/16/2011

Printed Name KASHYAP P. KANANI Title PRESIDENT, CEO

Signature 2 Dipesh Kachhia Dated 8/16/2011

Printed Name DIPESH KACHHIA Title VP, COO

***INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in and individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement.

NATIVIDAD MEDICAL CENTER

Signature [Signature] Dated 11-29-11
Purchasing Manager

Signature [Signature] Dated 8/22/11
NMC - CEO

Approved as to Legal Form:
Charles J. McKee, County Counsel

By [Signature]
Stacy Saetta, Deputy
Attorneys for County and NMC

Dated: 9/6, 2011

Reviewed as to fiscal provisions
[Signature]
Auditor-Controller
County of Monterey
9-6-11



Medical Imaging Specialists Inc.

Scope of Work

PSM MIS is committed to assist Natividad Medical Center with its Imaging Informatics needs in following areas

- Maintain data and patient information integrity
- Check that technologists and radiologists are signing off cases as appropriate to avoid having any old cases that have not been read
- Resolve outstanding quality assurance (QA) issues
- Check for patient information for duplicate names or patient numbers
- Check for un-archived exams
- Check that reports are imported and associated with cases in PACS
- Train and add new users to the system
- Support Radiology staff to resolve system related issues
- Deactivate accounts for users that no longer require access to the system
- Add or change facilities, sources, and referring physicians as needed
- Merge or move patient folders when needed
- Troubleshoot any DICOM network connectivity issues
- Work with PACS/RIS vendor to meet their general maintenance needs
- 24X7 PACS support
- New tasks and projects:
 - Powerscribe 360 upgrade
 - Powerscribe 360 support
 - Yearly technologist competencies
 - Segami upgrade
 - New PACS equipment setup (Web server, workstations)
 - Historical exam digitization project (PACS data integrity checks and clean up)
 - JLG QA/QC of reports
 - OR monitor change out to 6MP monitors
 - Delay in digital mammo project
 - PeerVue support
 - NEW TASKS REQUIRE ADDITIONAL RESOURCES



Estimated Monthly Cost Breakdown for PACS Support, New tasks & New projects

Support Tasks	Estimated Hours per month	Estimated Cost per month
PACS support – M-F 8am-5pm	200 Hourly rate \$93.75	\$18,750.00
PACS after hours, weekend and holiday support	488 Hourly rate \$8.20	\$4001.60
New projects	50 Hourly rate \$150.00	\$7500.00
Total for PACS support, new tasks and projects		\$30,251.60

Above estimate is based on PSM Medical Imaging Specialists, Inc. providing a complete imaging informatics support to NMC radiology department. In the event Natividad Medical Center requests only part of the above stated services standard hourly rate of \$150.00 per hour shall apply for all services requested during regular business hours of M-F 8am-5pm. Services requested after regular business hours shall be billable at \$300.00 per hour with a minimum of 1 hour billable time. In addition to the number of hours worked daily, travel charges of 2 hours per day will apply for all services rendered on-site.



Estimated Monthly Cost for PACS Support, New tasks & New projects

Month	Estimated Cost per month
10/2011	\$30,251.60
11/2011	\$30,251.60
12/2011	\$30,251.60
1/2012	\$30,251.60
2/2012	\$30,251.60
3/2012	\$30,251.60
4/2012	\$30,251.60
5/2012	\$30,251.60
6/2012	\$30,251.60
Total for PACS support, new tasks and projects	\$272,264.40

AMENDMENT NO. 2
FOR PROFESSIONAL SERVICE AGREEMENT
BETWEEN PSM Medical Imaging Specialists AND
THE NATIVIDAD MEDICAL CENTER

FOR
Information Technology PACS Project Management & Implementation Services

The parties to Professional Service Agreement, dated April 1, 2010 between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and PSM Medical Imaging Specialists (Contractor), hereby agree to amend their Agreement No. (A-11829) on the following amended terms and conditions:

1. Contractor will continue to provide NMC with the same scope of service as stated in the original Agreement No. (A-11829). Additionally, the Contractor will provide the services described on Attachment A attached to this Amendment #2.
2. This Renewal Amendment shall become effective on January 1, 2011 and shall continue in full force and extending the term date until December 31, 2011.
3. The total amount payable by County to Contractor under Agreement No. (A-11829) shall not exceed the total sum of \$390,500 for the full term of the Agreement and \$314,500 for fiscal year 2010-2011.
4. All other terms and conditions of the Agreement shall continue in full force and effect.
5. A copy of this Amendment shall be attached to the original Agreement No. (A-11829).

IN WITNESS WHEREOF, the parties hereto are in agreement with this Amendment and Professional Service Agreement on the basis set forth in this document and have executed this amendment on the day and year set forth herein.

CONTRACTOR

Signature *Ullanand* Dated 10/22/2010
 Printed Name KASHYAP P. KANANI Title PRESIDENT, CEO.

NATIVIDAD MEDICAL CENTER

Signature *[Signature]* Dated 12/16/10
 Purchasing Manager
 Signature *[Signature]* Dated 10/25/10
 NMC - CEO

Approved as to Legal Form:

Charles J. McKee, County Counsel

By *[Signature]*
 Tracy Saetta, Deputy
 Attorneys for County and NMC

Dated: 10/28, 2010

Reviewed as to fiscal provisions
[Signature]
 Auditor-Controller
 County of Monterey 10-29-10



Medical Imaging Specialists, Inc.

Our mission is to empower our clients to realize their vision by providing Planned, Affordable, Committed, Services which they can rely upon and trust. Our goal is to provide our clients with Resourceful, Informative Solutions.

Radiology Consulting Services Proposal

*Natividad Medical Center
Salinas, CA*

www.psmmis.com



PSM MIS is committed to continue assisting Natividad Medical Center with its Radiology support and projects in the areas listed below. These Services are to be provided from 1/1/2011 to 12/31/2011

- 24x7 PACS Support
- JLG Historical Report migration to PACS
- Complete CR Implementation
- Digital Mammography implementation
- RadWhere – VR System Implementation
- PeerVue – Implementation and Integration with PACS
- Manage transition to new CT, MR, & DR



Medical Imaging Specialists, Inc.

24x7 PACS Support

- PACS administrations services
- On-Site and Remote
- Continuous PACS training for staff
- Continuous process improvements based on needs
- Procedure code cleanup in RIS
- Protocols and procedure enhancements in modalities as needed



Medical Imaging Specialists, Inc.

JLG Historical Reports migration to PACS

- Coordinate Report migration of 80,000+ reports into PACS
- Data integrity check
- Managing and merging patient records in PACS as needed.



Medical Imaging Specialists, Inc.

Complex CR Implementation

- Complete CR implementation
- Procedure setup and modification
- Image quality calibration as needed
- Coordinate scheduled maintenance on CR equipment



Medical Imaging Specialists, Inc.

Digital Mammography Implementation

- **Project Management**
- **Workflow design**
- **Interface/API Design & Testing with PACS and RIS**
- **Staff Training**
- **Digital Procedure setup and modification**
- **System administration**



Medical Imaging Specialists, Inc.

Anywhere - VR Implementation

- **Project Management**
- **Workflow design**
- **Interface/API Design & Testing with PACS and RIS**
- **Staff Training**
- **Reports Template creation and enhancement**
- **Editing services coordination**
- **System administration**



Medical Imaging Specialists, Inc.

Managed transition to new P, M, S, & DR

- **Project Management**
- **Workflow design**
- **Coordinate facility preparations**
- **Testing**
- **Staff Training**



Medical Imaging Specialists, Inc.

Month	Estimated Hours	Estimated Cost
1/2011	200	\$30,000
2/2011	200	\$30,000
3/2011	120	\$18,000
4/2011	120	\$18,000
5/2011	120	\$18,000
6/2011	120	\$18,000
7/2010	120	\$18,000
8/2010	100	\$15,000
9/2010	100	\$15,000
10/2010	90	\$13,500
11/2010	90	\$13,500
12/2010	90	\$13,500
Total Estimate		\$220,500

BOARD REPORT AUTHORIZATION - ROUTING FORM

Agenda Date	August 24, 2010	Consent	Yes
Contact Person	Sid Cato/Kirk Larson	Scheduled	
Phone	4223	Noticed	
Department	NMC	Time needed	
Subject	It is recommended that the Board of Supervisors Authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment #1 to the Agreement with PSM Medical Imaging Specialists (PSM) for Radiology, Picture Archiving and Communication System (PACS) Administration and Support Services at NMC in an amount not to exceed \$170,000 (an increase of \$70,000) for the period July 1, 2010 to June 30, 2011.		

Yes	No	CHECK LIST
	X	4/5th Vote Required: Required to transfer appropriations from contingencies; cancel reserves; increase estimated revenues/appropriations; adopt interim (urgency) ordinances; and for other matters (seek direction from County Counsel).
X		Contract: CAO-Risk Management has reviewed and signed the contract.
X		Contract: County Counsel has reviewed and signed the contract.
X		Contract: Auditor-Controller has reviewed and signed the contract.
	X	Budget Amendment: The item includes a budget amendment.

APPROVED BY:	Yes/No	By	Date	Comments
Dept. Finance Manager	Yes	ML	7/1/10	
County Counsel	Yes	SS	7/14/10	
CAO Human Resources				
Information Technology				
Contracts/Purchasing Officer				
CAO Budget Analyst	Yes	(Signature)	7/20/10	ANALYST FEEDBACK PROVIDED.

REQUIRED REVIEWERS	CAO Budget Analyst	County Counsel	CAO HR	ITD	Contracts Purchasing Officer
Contracts over \$100k & Contracts under \$100k with changes	X				X
Budget adjustments	X				
Personnel actions	X		X		
Grant applications	X				
Non-standard computer projects	X			X	
Planning/land use (non-budget issues)		X			
Ordinances		X			
Resolutions declaring emergencies		X			
All other reports	X				

Questions:

Contact Clerk of the Board 755-5066 or consult the Board Report Guidelines

Revised 12/15/2008

MONTEREY COUNTY BOARD OF SUPERVISORS

MEETING:	August 24, 2010	AGENDA NO.:
SUBJECT:	Authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment #1 to the Agreement with PSM Medical Imaging Specialists (PSM) for Radiology, Picture Archiving and Communication System (PACS) Administration and Support Services at NMC in an amount not to exceed \$170,000 (an increase of \$70,000) for the period July 1, 2010 to June 30, 2011.	
DEPARTMENT:	Natividad Medical Center	

RECOMMENDATION:

It is recommended that the Board of Supervisors Authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment #1 to the Agreement with PSM Medical Imaging Specialists (PSM) for Radiology, Picture Archiving and Communication System (PACS) Administration and Support Services at NMC in an amount not to exceed \$170,000 (an increase of \$70,000) for the period July 1, 2010 to June 30, 2011.

SUMMARY/DISCUSSION:

NMC is presently installing a PACS system in the Radiology Department. PSM has been providing project management services for the PACS implementation. The recommendation is to engage PSM Medical Imaging Specialists, a company recognized locally for its PACS and imaging software expertise as well as institutional knowledge of NMC for administration and support services. Because of their specialized knowledge, it is necessary to extend the services of PSM to include post go-live support. In this role, PSM will provide support and training to radiologists, radiology technicians, and other end-users. PSM will also monitor and ensure all related IT infrastructure is functioning properly.

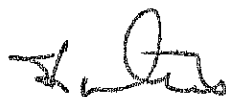
OTHER AGENCY INVOLVEMENT:

The Amendment has been reviewed and approved by County Counsel, the Auditor/Controller's office and the Natividad Medical Center Board of Trustees.

FINANCING:

The cost for this Amendment is \$70,000 and is included in the 2010/2011 FY Approved Capital Budget. This action will not require any additional General Fund subsidy.

Prepared by:
Kirk Larson, Chief Information Officer
July 7, 2010



Harry Weis
Chief Executive Officer

Attachments: Amendments #1, Agreement, Board Order

**Before the Board of Supervisors in and for the
County of Monterey, State of California**

Agreement No: A - 11829

Authorize the Purchasing Manager for Natividad Medical Center (NMC))
to execute Amendment No. 1 to the Agreement with PSM Medical)
Imaging Specialists (PSM) for Radiology, Picture Archiving and)
Communication System (PACS) Administration and Support Services at)
NMC in an amount not to exceed \$170,000 (an increase of \$70,000) for)
the period July 1, 2010 to June 30, 2011.)

Upon motion of Supervisor Calcagno, seconded by Supervisor Parker, and carried by those members present, the Board hereby:

Authorized the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment No. 1 to the Agreement with PSM Medical Imaging Specialists (PSM) for Radiology, Picture Archiving and Communication System (PACS) Administration and Support Services at NMC in an amount not to exceed \$170,000 (an increase of \$70,000) for the period July 1, 2010 to June 30, 2011.

PASSED AND ADOPTED this 24th day of August, 2010, by the following vote, to wit:

AYES: Supervisors Armenta, Calcagno, Salinas, Parker

NOES: None

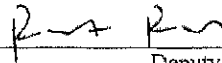
ABSENT: Supervisor Potter

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 75 for the meeting on August 24, 2010.

Dated: August 25, 2010

Gail T. Borkowski, Clerk of the Board of Supervisors
County of Monterey, State of California

By _____



Deputy

AMENDMENT NO. 1
FOR PROFESSIONAL SERVICE AGREEMENT
BETWEEN PSM Medical Imaging Specialists AND
THE NATIVIDAD MEDICAL CENTER

FOR
Information Technology PACS Project Management & Implementation Services

The parties to Professional Service Agreement, dated April 1, 2010 between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and PSM Medical Imaging Specialists (Contractor), hereby agree to amend their Agreement No. (BPO2273) on the following amended terms and conditions:

1. Contractor will continue to provide NMC with the same scope of service as stated in the original Agreement No. (BPO2273). Additionally, the Contractor will provide the services described on Attachment A attached to this Amendment #1.
2. This Renewal Amendment shall become effective on July 1, 2010 and shall continue in full force and extending the term date until June 30, 2011.
3. The total amount payable by County to Contractor under Agreement No. (BPO2273) shall not exceed the total sum of \$170,000 for the full term of the Agreement and \$94,000 for fiscal year 2010-2011.
4. All other terms and conditions of the Agreement shall continue in full force and effect.
5. A copy of this Amendment shall be attached to the original Agreement No. (BPO2273).

IN WITNESS WHEREOF, the parties hereto are in agreement with this Amendment and Professional Service Agreement on the basis set forth in this document and have executed this amendment on the day and year set forth herein.

CONTRACTOR

Signature *Kashyap P. Kanani* Dated 6-28-2010
 Printed Name KASHYAP P. KANANI Title PRESIDENT, CEO

NATIVIDAD MEDICAL CENTER

Signature *Jim L. Gato* ^{FOR} *Jim Farrah* Dated 10-11-10
 Purchasing Manager
 Signature *[Signature]* Dated 6/29/10
 NMC - CEO

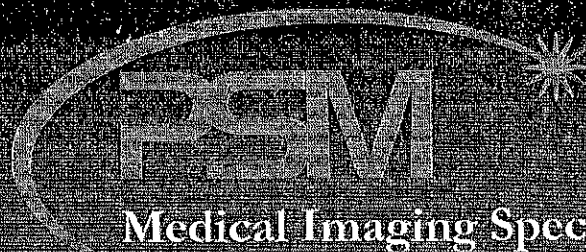
Approved as to Legal Form:

Charles J. McKee, County Counsel

By *[Signature]*
 Stacy Saetta, Deputy
 Attorneys for County and NMC

Dated: 6/30, 2010

Reviewed as to legal provisions
[Signature]
 Auditor-Controller
 County of Monterey
 7/2/10



Medical Imaging Specialists, Inc.

Our mission is to empower our clients to realize their vision by providing Planned, Affordable, Committed, Services which they can rely upon and trust. Our goal is to provide our clients with Resourceful, Informative Solutions.

PACS Consulting Services Proposal

PACS Administration & Support

Natividad Medical Center

Salinas, CA



Medical Imaging Specialists, Inc.

PSM is a leading provider of medical imaging solutions, offering a wide range of services to help healthcare organizations optimize their imaging workflows. Our team of experts is dedicated to delivering the solutions in the most economical and efficient manner.

Our expertise includes:

- 35 plus years of experience in network infrastructure design, implementation and support.

- 25 plus years of hands-on expertise in workflow analysis

- 25 plus years of experience with DICOM.

Our team includes Certified Imaging Informatics Professionals (CIIP)

- We have a variety of expertise in:

- ✓ Project Management, Implementation, Upgrades, Training

- ✓ Daily PACS/RIS Support and maintenance*

- ✓ All levels of technical support for PACS/RIS

- ✓ Portfolio of clients include small imaging center to multi-hospital organizations

- ✓ Workflow design and enhancement services*

* Example of work attached

www.psmunis.com



We are committed to providing you with excellent hands-on services in all PACS/RIS areas regardless of the magnitude of the project, better enabling you to concentrate on what you do best - Patient Care.

PSM MIS goes beyond just consulting. We follow through with implementation and continuing support, giving you the COMPLETE PACS/RIS Solution. These services can be tailored to specifically meet your needs and budgets; while including the use of our services until the defined tasks are completed.



Medical Imaging Specialists, Inc.

PSM MIS is committed to assist Navidad Medical Center with its PACS project in following areas:

- Maintain data and patient information integrity
- Check that technologists and radiologists are signing off cases as appropriate to avoid having any old cases that have not been read
- Resolve outstanding quality assurance (QA) issues
- Check for patient information for duplicate names or patient numbers
- Check for unarchived exams
- Check for free disk/tape space and replace as necessary
- Check that reports are imported and associated with cases in PACS
- Train and add new users to the system
- Support Radiology staff to resolve system related issues
- Deactivate accounts for users that no longer require access to the system
- Add or change facilities, sources, and referring physicians as needed
- Merge or move patient folders when needed
- Check that there is enough media at hand to perform regular backups
- Troubleshoot any DICOM network connectivity issues
- Work with PACS/RIS vendor to meet their general maintenance needs



- Assuming 10/1/2010 PACS Go-live
- Assist with all tasks listed in scope of work
- Assist with any other item related to PACS project that are not listed in scope of work

On-site FTE

- Starting 2 weeks prior to go-live
 - During go-live week (2 FTEs if needed)
 - Up to 3.5 months post go-live
- Even payment distribution from 3/2010 to 1/2011



Month	Estimated Hours	Estimated Cost
11/2010	160	\$24,000
12/2010	160	\$24,000
1/2011	160	\$24,000
	Discount	-\$7,250
Estimated Cost of Phase-2		\$64,750

Don't take our word for it...

Kash Kanani and Dipesh Kachhria with PSM MIS brought a whole new level of expertise to the table as our radiology practice was preparing to go live with our new PACS. Not only are they very knowledgeable in the field of radiology, they have proven to be very friendly, professional and efficient. Kash and Dipesh have been a great help with our PACS and we highly recommend their services to anyone in the industry.

"I have worked with Kash Kanani in the medical industry since 1999. He possesses great knowledge and experience in Radiology and DICOM applications. It has been a pleasure to work with Kash as I consider him not only a business partner, but a friend as well."

-Nick Fisher
Western Regional Sales Manager (Data Distributing)

"Working with PSM has always been a pleasure. Service calls and e-mails are handled within minutes. I haven't once had a problem that couldn't be resolved. The representatives are well trained and very professional."

Tanya Acena
Practice Manager - SVMRI

"Our experience with PSM Medical Imaging Specialists, Inc. over the last several years has been quite remarkable. PSM MIS, Inc. has proven to be an extremely competent and knowledgeable company in its field of expertise; PACS / RIS implementation and support. We have had a few incidents where nothing less than a "highly" skilled professional would suffice. We can highly recommend PSM MIS, Inc. with complete confidence and trust that you will be extremely satisfied with their work and the professional manner in which they perform such work."

Linda Gage
Business Manager, Silicon Valley MRI & CT

"I have worked with Kash Kanani in the medical industry since 1999. He possesses great knowledge and experience in Radiology and DICOM applications. It has been a pleasure to work with Kash as I consider him not only a business partner, but a friend as well."

-Nick Fisher
Western Regional Sales Manager (Data Distributing)

References

Denise Hayes, COO
Redwood Regional Medical Group
Phone: 707-525-6691

Michael Bass, MD, President
Salinas Valley Radiologists
Phone: 831-682-6397

Richard Villalobos, MD
Salinas Valley Radiologists
Phone: 831-229-2584

Audrey Parks, IT Director
Salinas Valley Memorial Health System
Phone: 831-759-1947

Robert Feiwell, MD, Chief Radiologist
Redwood Regional Medical Group
Phone: 707-525-4003

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Natividad MEDICAL CENTER

COUNTY OF MONTEREY AGREEMENT FOR PROFESSIONAL SERVICES
(NOT TO EXCEED \$100,000)

This Professional Services Agreement (hereinafter "Agreement") is made by and between Natividad Medical Center ("NMC"), a general acute care teaching hospital wholly owned and operated by the County of Monterey, which is a political subdivision of the State of California and PSM Medical Imaging Specialists Inc. hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

SERVICES TO BE PROVIDED. NMC hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in Exhibit A in conformity with the terms of the Agreement. The services are generally described as follows: Information Technology PACS Project Management and Implementation Services

1. PAYMENTS BY NMC. NMC shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$100,000
2. TERM OF AGREEMENT. The term of this Agreement is from Apr 1, 2010 to Dec 31, 2010 unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and NMC and with NMC signing last and CONTRACTOR may not commence work before NMC signs this Agreement.
3. ADDITIONAL PROVISIONS/EXHIBITS. The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A/Schedule A: Scope of Services/Payment Provisions
ADDENDUM A
4. PERFORMANCE STANDARDS.
 - 4.1. CONTRACTOR warrants that CONTRACTOR and Contractor's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of NMC, or immediate family of an employee of NMC.
 - 4.2. CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

4.3. CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use NMC premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

5. PAYMENT CONDITIONS.

5.1. CONTRACTOR shall submit to the Contract Administrator an invoice on a form acceptable to NMC. If not otherwise specified, the CONTRACTOR may submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for Administrator or his or her designee shall certify the invoice, either in the requested amount or in such other amount as NMC approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

5.2. CONTRACTOR shall not receive reimbursement for travel expenses unless set forth in this Agreement.

6. TERMINATION.

6.1. During the term of this Agreement, NMC may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

to cancel
~~6.2. NMC may cancel and terminate this Agreement for good cause effective immediately upon written notice to Contractor. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If NMC terminates this Agreement for good cause, NMC may be relieved of the payment of any consideration to Contractor, and NMC may proceed with the work in any manner, which NMC deems proper. The cost to NMC shall be deducted from any sum due the CONTRACTOR under this Agreement.~~

to waive
~~7. INDEMNIFICATION: CONTRACTOR shall indemnify, defend and hold harmless NMC and the County of Monterey (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by CONTRACTOR and/or its agent, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by NMC. It is the intent of the parties to this Agreement to provide the broadest possible coverage for NMC. The CONTRACTOR shall reimburse NMC for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the CONTRACTOR is obligated to indemnify, defend and hold harmless NMC and the County under this Agreement.~~

8. INSURANCE.

8.1. Evidence of Coverage:

Prior to commencement of this Agreement, the CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements

executed by the insurance carrier shall accompany the certificate. In addition, the CONTRACTOR upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to NMC's Contracts/Purchasing Department, unless otherwise directed. The CONTRACTOR shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and NMC has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

8.2. Qualifying Insurers: All coverage's except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less that A-VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by NMC's Contracts/Purchasing Director.

8.3. Insurance Coverage Requirements: Without limiting Contractor's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

Exemption/Modification (Justification attached; subject to approval).

Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.

Exemption/Modification (Justification attached; subject to approval).

Workers' Compensation Insurance, If CONTRACTOR employs other in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

Exemption/Modification (Justification attached; subject to approval).

Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

Exemption/Modification (Justification attached; subject to approval).

8.4. Other Insurance Requirements:

All insurance required by this Agreement shall be with a company acceptable to NMC and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that NMC shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insured with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional insureds with respect to liability arising out of the Contractor's work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the Contractor's insurance. The required endorsement from for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement from for Automobile Additional Insured Endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by NMC, CONTRACTOR shall file certificates of insurance with NMC's Contracts/Purchasing Department, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by NMC, annual certificates to NMC's Contracts/Purchasing Department. If the certificate is not received by the expiration date, NMC shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles NMC, at its sole discretion, to terminate the Agreement immediately.

9. RECORDS AND CONFIDENTIALITY.

9.1. Confidentiality, CONTRACTOR and its officers, employees, agents and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from NMC or prepared in connection with the performance of this Agreement, unless NMC specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to NMC any and all requests for disclosure of any such

confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out Contractor's obligations under this Agreement.

- 9.2. NMC Records . When this Agreement expires or terminates, CONTRACTOR shall return to NMC and NMC records which CONTRACTOR used or received from NMC to perform services under this Agreement.
- 9.3. Maintenance of Records . CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.
- 9.4. Access to and Audit of Records . NMC shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess or \$10,000, the parties to this Agreement may be subject, at the request of NMC or as part of any audit of NMC, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 9.5. Royalties and Inventions . NMC shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize other to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of NMC.
10. **NON-DISCRIMINATION**. During the performance of this Agreement, Contractor, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in Contractor's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, full comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.
11. **COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANT**. If this Agreement has been or will be funded with monies received by NMC pursuant to a contract with the state or federal government in which NMC is the grantee, CONTRACTOR will comply with all the provisions of said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, NMC will deliver a copy of said contract to Contractor, at no cost to Contractor.
12. **INDEPENDENT CONTRACTOR**. In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent CONTRACTOR and not as an employee of NMC. No offer or obligation of permanent employment with NMC or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled

by virtue of this Agreement to receive from NMC any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for an obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of Contractor's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold NMC and the County of Monterey harmless from any and all liability, which NMC may incur because of Contractor's failure to pay such taxes.

13. NOTICES. Notices required under this Agreement shall be delivered personally or by first-class, postage per-paid mail to NMC and Contractor's contract administrators at the addresses listed below.

<p>FOR NATIVIDAD MEDICAL CENTER: Contracts/Purchasing Manager</p> <hr/> <p>Name</p> <hr/> <p>1441 Constitution Blvd. Salinas, CA. 93906</p> <hr/> <p>Address</p> <hr/> <p>831.755.4111</p> <hr/> <p>Phone</p>	<p>FOR CONTRACTOR:</p> <p><i>KASHYAP P. KANANI, PRESIDENT CEO</i></p> <hr/> <p>Name and Title</p> <p><i>3271 FALLS CREEK PL, SAN JOSE CA 95135</i></p> <hr/> <p>Address</p> <p><i>408-960-7419</i></p> <hr/> <p>Phone</p>
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14. MISCELLANEOUS PROVISIONS.

- 14.1. Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.
- 14.2. Amendment. This Agreement may be amended or modified only by an instrument in writing signed by NMC and the Contractor.
- 14.3. Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by NMC and the Contractor. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 14.4. Contractor. The term "Contractor" as used in this Agreement includes Contractor's officers, agents, and employees acting on Contractor's behalf in the performance of this Agreement.
- 14.5. Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 14.6. Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of NMC. None of the services covered by this Agreement shall be subcontracted without the prior written approval of

NMC. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

- 14.7. Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of NMC and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 14.8. Compliance with Applicable Law . The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 14.9. Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 14.10. Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement
- 14.11. Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 14.12. Non-exclusive Agreement. This Agreement is non-exclusive and both NMC and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 14.13. Construction of Agreement. NMC and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 14.14. Counterparts . This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 14.15. Integration. This Agreement, including the exhibits, represents the entire Agreement between NMC and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations. Representations, or agreements, either written or oral, between NMC and CONTRACTOR as of the effective date of this Agreement, which is the date that NMC signs the Agreement.
- 14.16. Interpretation of Conflicting Provisions . In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

NATIVIDAD MEDICAL CENTER

By: [Signature]
NMC Contracts/Purchasing Agent

Date: 3/24/10

By: [Signature]
Department Head (if applicable)

Date: 3/22/10

Approved as to Legal Form

By: [Signature]
Stacy Saetta
Deputy County Counsel

Date: 3/23/10

Approved as to Fiscal Provisions

By: [Signature]
Auditor/Controller

Date: 3-23-10

CONTRACTOR

PSM MEDICAL IMAGING SPECIALISTS, INC.

Contractor's Business Name***

[Signature]

Signature of Chair, President, or Vice-President

KASHYAP P. KANANI, PRESIDENT

Name and Title

Date: 3.18.2010

By: [Signature]
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

DIPESH KACHHIA, CFO
Name and Title

Date: 3-18-2010

***INSTRUCTIONS: IF CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in and individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement.

NATIVIDAD MEDICAL CENTER

COUNTY OF MONTEREY AGREEMENT FOR PROFESSIONAL SERVICES

ADDENDUM A

6. TERMINATION:

6.2 Either party may cancel and terminate this Agreement for GOOD CAUSE effective immediately upon written notice to the other party. "GOOD CAUSE" includes the following:

6.2.1 Failure of the CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement.

6.2.2 Failure of NMC to make payments for CONTRACTOR's services, pursuant to this Agreement, as set forth in paragraph 1.

6.2.3 Failure of CONTRACT to abide by the terms of this Agreement.

6.2.4 Failure of NMC to abide by the terms of this Agreement.

If NMC terminates this Agreement for good cause, NMC may be relieved of the payment of any consideration to CONTRACTOR for only that portion of the services which were not performed in accordance with this Agreement, but must compensate CONTRACTOR for all services that were performed prior to any breach. NMC may proceed with the work in a reasonable manner, as it would have been performed by CONTRACTOR, had the CONTRACTOR abided by the Agreement. The cost to NMC for completing the work shall be deducted from any sum due the CONTRACTOR under this Agreement.

Similarly, if CONTRACTOR terminates this Agreement for GOOD CAUSE, NMC must complete payment for any services that have been rendered to NMC up until the point of termination.

7. INDEMNIFICATION: CONTRACTOR shall indemnify, defend and hold harmless NMC and the County of Monterey (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, the negligent or wrongful performance of CONTRACTOR's duties, as delineated under this Agreement, by CONTRACTOR and/or its agents, employees or sub-contractors. In accordance with this requirement for indemnification, CONTRACTOR has acquired liability insurance as stated in Paragraph 8 of this Agreement.

14.7. Non-binding Arbitration:

In the event a dispute shall arise between the parties to this Agreement, it is hereby agreed that any action to enforce the terms and conditions of this Agreement or for the breach of this Agreement shall be referred to non-binding arbitration in accordance with the California Arbitration Act.

In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award and then loses at trial, the other party is entitled to costs of suit, including a reasonable attorney's fee, for having to compel arbitration or defend the award.

HW
NMC Initials

3/18/10
Date

HW
PSM MIS Initials

3-18-2010
Date



Medical Imaging Specialists, Inc.

PSM MIS is committed to assist Natividad Medical Center with its PACS project in following areas

- **Project Management**
- **Assistance with Vendor selection based on needed features and budget etc.**
- **Coordinate intra-hospital project communication**
- **Workflow design based on available features and operational needs**
- **Site preparations for PACS implementation**
- **Training – complement aspects and features of PACS not covered by vendor**
- **Present project summary and/or reports to management as requested**
- **Implementation Support**



Medical Imaging Specialists, Inc.

- Assuming 10/1/2010 PACS Go-live
- PSM MIS Engagement begins on 4/1/2010
- Assistance and PM begins early
- Provide assistance with vendor selection
- Assist with price negotiations (if requested)
- On-site FTE
 - Starting 2 weeks prior to go-live
 - During go-live week (2 FTEs if needed)
- Even payment distribution from 3/2010 to 10/2010



Medical Imaging Specialists, Inc.

Month	Estimated Hours	Estimated Cost
4/2010	30-35	\$5,250
5/2010	25-40	\$6,000
6/2010	30-60	\$9,000
7/2010	60-80	\$12,000
8/2010	100	\$15,000
9/2010	120-160	\$24,000
10/2010	160	\$24,000
Estimated Cost of Phase-1		\$95,250

BUSINESS ASSOCIATE AGREEMENT

This Agreement, hereinafter referred to as "Agreement", is made effective **April 1, 2010** by and between the County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center, hereinafter referred to as "Covered Entity", and **PSM Medical Imaging Specialists, Inc.** hereinafter referred to as "Business Associate", (individually, a "Party" and collectively, the "Parties").

WITNESSETH:

WHEREAS, Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, known as "the Administrative Simplification provisions," direct the Department of Health and Human Services to develop standards to protect the security, confidentiality and integrity of health information; and

WHEREAS, pursuant to the Administrative Simplification provisions, the Secretary of Health and Human Services has issued regulations modifying 45 CFR Parts 160 and 164 (the "HIPAA Privacy Rule"); and

WHEREAS, the State of California has enacted statutes designed to safeguard patient privacy including, without limitation, the Confidentiality of Medical Information Act ("CMIA"), California Civil Code § 56 *et seq.*, Senate Bill 541, enacted September 30, 2008, and Assembly Bill 211, enacted September 30, 2008; and

WHEREAS, the parties acknowledge that California law may include provisions more stringent and more protective of the confidentiality of health information than the provisions of HIPAA; and

WHEREAS, the Parties wish to enter into or have entered into an arrangement whereby Business Associate will provide certain services to Covered Entity, hereby referred to as the "Service Agreement" and, pursuant to such arrangement, Business Associate may be considered a "business associate" of Covered Entity as defined in the HIPAA Privacy Rule and under California law; and

WHEREAS, Business Associate may have access to Protected Health Information (as defined below) in fulfilling its responsibilities under such arrangement;

THEREFORE, in consideration of the Parties' continuing obligations under the Service Agreement, compliance with the HIPAA Privacy Rule, compliance with California law, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the provisions of this Agreement in order to address the requirements of the HIPAA Privacy Rule and California law and to protect the interests of both Parties.

I. DEFINITIONS

Except as otherwise defined herein, any and all capitalized terms in this Section shall have the definitions set forth in the HIPAA Privacy Rule. In the event of an inconsistency between the provisions of this Agreement and mandatory provisions of the HIPAA Privacy Rule, as amended, the HIPAA Privacy Rule shall control. In the event of an inconsistency between the provisions of this Agreement and mandatory provisions of CMIA or other California law, California law shall control. Where provisions of this Agreement are different than those mandated in the HIPAA Privacy Rule and California law, but nonetheless are permitted by the HIPAA Privacy Rule and California law, the provisions of this Agreement shall control.

The term "Protected Health Information" means individually identifiable health information including, without limitation, all information, data, documentation, and materials, including without limitation, demographic,

medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

Business Associate acknowledges and agrees that all Protected Health Information that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by Covered Entity or its operating units to Business Associate or is created or received by Business Associate on Covered Entity's behalf shall be subject to this Agreement.

II. CONFIDENTIALITY REQUIREMENTS

(a) Business Associate agrees:

(i) to access, use, or disclose any Protected Health Information solely: (1) for meeting its obligations as set forth in any agreements between the Parties evidencing their business relationship or (2) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom Covered Entity is required to disclose such information or as otherwise permitted under this Agreement, the Service Agreement (if consistent with this Agreement the HIPAA Privacy Rule, and California law), the HIPAA Privacy Rule, or California law and (3) as would be permitted by the HIPAA Privacy Rule and California law if such use or disclosure were made by Covered Entity;

(ii) at termination of this Agreement, the Service Agreement (or any similar documentation of the business relationship of the Parties), or upon request of Covered Entity, whichever occurs first, if feasible, Business Associate will return or destroy all Protected Health Information received from or created or received by Business Associate on behalf of Covered Entity that Business Associate still maintains in any form and retain no copies of such information, or if such return or destruction is not feasible, Business Associate will extend the protections of this Agreement to the information and limit further access, uses, and disclosures to those purposes that make the return or destruction of the information not feasible; and

(iii) to ensure that its agents, including a subcontractor, to whom it provides Protected Health Information received from or created by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply to Business Associate with respect to such information. In addition, Business Associate agrees to take reasonable steps to ensure that its employees' actions or omissions do not cause Business Associate to breach the terms of this Agreement.

(b) Notwithstanding the prohibitions set forth in this Agreement, Business Associate may use and disclose Protected Health Information as follows:

(i) if necessary, for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that as to any such disclosure, the following requirements are met:

(A) the disclosure is required by law; or

(B) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and accessed, used, or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached, within five calendar days of discovering said breach of confidentiality;

(ii) for data aggregation services, if to be provided by Business Associate for the health care operations of Covered Entity pursuant to any agreements between the Parties evidencing their business relationship. For purposes of this Agreement, data aggregation services means the combining of Protected Health Information by Business Associate with the protected health information received by

Business Associate in its capacity as a business associate of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities.

(c) Business Associate will implement appropriate safeguards to prevent access to, use of, or disclosure of Protected Health Information other than as permitted in this Agreement. The Secretary of Health and Human Services shall have the right to audit Business Associate's records and practices related to use and disclosure of Protected Health Information to ensure Covered Entity's compliance with the terms of the HIPAA Privacy Rule. Business Associate shall report to Covered Entity any access, use, or disclosure of Protected Health Information which is not in compliance with the terms of this Agreement of which it becomes aware within five calendar days of discovering such improper access, use, or disclosure. In addition, Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use, disclosure, or access of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

III. AVAILABILITY OF PHI

Business Associate agrees to make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Privacy Rule. Business Associate agrees to make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Privacy Rule. In addition, Business Associate agrees to make Protected Health Information available for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Privacy Rule.

IV. TERMINATION

Notwithstanding anything in this Agreement to the contrary, Covered Entity shall have the right to terminate this Agreement and the Service Agreement immediately if Covered Entity determines that Business Associate has violated any material term of this Agreement. If Covered Entity reasonably believes that Business Associate will violate a material term of this Agreement and, where practicable, Covered Entity gives written notice to Business Associate of such belief within a reasonable time after forming such belief, and Business Associate fails to provide adequate written assurances to Covered Entity that it will not breach the cited term of this Agreement within a reasonable period of time given the specific circumstances, but in any event, before the threatened breach is to occur, then Covered Entity shall have the right to terminate this Agreement and the Service Agreement immediately, and seek injunctive and/or declaratory relief in a court of law having jurisdiction over Business Associate.

V. MISCELLANEOUS

Except as expressly stated herein, in the HIPAA Privacy Rule, or under California law, the parties to this Agreement do not intend to create any rights in any third parties. The obligations of Business Associate under this Section shall survive the expiration, termination, or cancellation of this Agreement, the Service Agreement and/or the business relationship of the parties, and shall continue to bind Business Associate, its agents, employees, contractors, successors, and assigns as set forth herein.

This Agreement may be amended or modified only in a writing signed by the Parties. No Party may assign its respective rights and obligations under this Agreement without the prior written consent of the other Party. None of the provisions of this Agreement are intended to create, nor will they be deemed to create any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Agreement and any other agreements between the Parties evidencing their business relationship. This Agreement will be governed by the laws of the State of California. No change, waiver or

discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

The parties agree that, in the event that any documentation of the parties, pursuant to which Business Associate provides services to Covered Entity contains provisions relating to the use or disclosure of Protected Health Information which are more restrictive than the provisions of this Agreement, the provisions of the more restrictive documentation will control. The provisions of this Agreement are intended to establish the minimum requirements regarding Business Associate's use and disclosure of Protected Health Information.

In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect. In addition, in the event a party believes in good faith that any provision of this Agreement fails to comply with the then-current requirements of the HIPAA Privacy Rule or California law, such party shall notify the other party in writing. For a period of up to thirty days, the parties shall attempt in good faith to address such concern and amend the terms of this Agreement, if necessary to bring it into compliance. If, at the conclusion of such thirty-day period, a party believes in good faith that the Agreement still fails to comply with the HIPAA Privacy Rule or California law, then either party has the right to terminate this Agreement and the Service Agreement upon written notice to the other party. Neither party may terminate this Agreement without simultaneously terminating the Service Agreement, unless the parties mutually agree in writing to modify this Agreement or immediately replace it with a new Business Associate Agreement that fully complies with the HIPAA Privacy Rule and California law.

Business Associate acknowledges that Natividad Medical Center (NMC) has established a Corporate Compliance Program, and under this program NMC has developed a Code of Conduct Manual to provide guidance in the ethical and legal performance of our professional services. Business Associate further agrees to abide by all principles stated in the Code of Conduct while conducting business with Natividad Medical Center. A copy of the Code of Conduct & Principles of Compliance is available upon request.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year written above.

COVERED ENTITY:

BUSINESS ASSOCIATE:

By: [Signature]

By: [Signature]

Title: CEO

Title: PRESIDENT, CEO

Date: 3/22/10

Date: 3-18-2010



Policy Number:

Date Entered: 03/15/2012

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/15/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	PROBITY INSURANCE SERVICES Agency License: 0D94510 931 Meridian Ave San Jose, CA 95126	CONTACT NAME: PHONE (A/C No. Ext): (408) 293-9923 E-MAIL ADDRESS: cindy@probityins.com	FAX (A/C No): (800) 875-1753
		INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	PSM MEDICAL IMAGING SPECIALISTS, INC. 3271 FALLS CREEK PLACE SAN JOSE, CA 95135	INSURER A: Travelers Insurance	
		INSURER B: EMPLOYERS INSURANCE	
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> BUS. PERSONAL PROP GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC		I6804371R194-TCT-11	7/1/2011	07/01/2012	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	<input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		I6804371R194-TCT-11	07/01/2011	07/01/2012	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> RETENTION \$	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	ISFCUP7162P911TIL11	7/1/2011	07/01/2012	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/EMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A SMC02678403	10/13/2011	10/13/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

PSM MEDICAL IMAGING SPECIALISTS, INC.

3271 FALLS CREEK PLACE
SAN JOSE, CA 95135

INSURED'S COPY

CERTIFICATE HOLDER**CANCELLATION**

PSM MEDICAL IMAGING SPECIALISTS, INC. 3271 FALLS CREEK PLACE SAN JOSE, CA 95135 (INSURED'S COPY)	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE CINDY DIAS
---	---

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ACORD 25 (2010/05)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the **PROVISIONS** of this endorsement carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| <ul style="list-style-type: none"> A. Broadened Named Insured B. Damage To Premises Rented To You Extension <ul style="list-style-type: none"> * Perils of fire, explosion, lightning, smoke, water * Limit increased to \$300,000 C. Blanket Waiver of Subrogation D. Blanket Additional Insured – Managers or Lessors of Premises E. Blanket Additional Insured – Lessor of Leased Equipment F. Incidental Medical Malpractice G. Personal Injury – Assumed by Contract H. Extension of Coverage – Bodily Injury | <ul style="list-style-type: none"> I. Injury to Co-Employees and Co-Volunteer Workers J. Aircraft Chartered with Crew K. Non-Owned Watercraft – Increased from 25 feet to 50 feet L. Increased Supplementary Payments <ul style="list-style-type: none"> * Cost for bail bonds increased to \$2,500 * Loss of earnings increased to \$500 per day M. Knowledge and Notice of Occurrence or Offense N. Unintentional Omission O. Reasonable Force – Bodily Injury or Property Damage |
|---|---|

PROVISIONS

A. BROADENED NAMED INSURED

1. The Named Insured in Item 1. of the Declarations is as follows:
The person or organization named in Item 1. of the Declarations and any organization, other than a partnership or joint venture, over which you maintain ownership or majority interest on the effective date of the policy. However, coverage for any such organization will cease as of the date during the policy period that you no longer maintain ownership of, or majority interest in, such organization.
2. WHO IS AN INSURED (Section II) Item 4.a. is deleted and replaced by the following:
 - a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier unless reported in writing to us within 180 days.
3. This Provision A. does not apply to any person or organization for which coverage is excluded by endorsement.

B. DAMAGE TO PREMISES RENTED TO YOU EXTENSION

1. The last paragraph of **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages)** is deleted and replaced by the following:
Exclusions c. through m. do not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:
 - a. Fire.
 - b. Explosion;
 - c. Lightning;
 - d. Smoke resulting from such fire, explosion, or lightning; or
 - e. Water.
 A separate limit of insurance applies to this coverage as described in **LIMITS OF INSURANCE (Section III)**.
2. This insurance does not apply to damage to premises while rented to you, or temporarily

COMMERCIAL GENERAL LIABILITY

occupied by you with permission of the owner, caused by:

- a. Rupture, bursting, or operation of pressure relief devices;
 - b. Rupture or bursting due to expansion or swelling of the contents of any building or structure, caused by or resulting from water;
 - c. Explosion of steam boilers, steam pipes, steam engines, or steam turbines.
3. Part B. of LIMITS OF INSURANCE (Section II) is deleted and replaced by the following:

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under COVERAGE A. for damages because of "properly damage" to any one premises while rented to you, or temporarily occupied by you with permission of the owner, caused by fire, explosion, lightning, smoke resulting from such fire, explosion, or lightning, or water. The Damage To Premises Rented To You Limit will apply to all damage proximately caused by the same "occurrence", whether such damage results from fire, explosion, lightning, smoke resulting from such fire, explosion, or lightning, or water, or any combination of any of these.

The Damage To Premises Rented To You Limit will be the higher of:

- a. \$300,000; or
 - b. The amount shown on the Declarations for Damage To Premises Rented To You Limit.
4. Under DEFINITIONS (Section V), Paragraph a. of the definition of "insured contract" is amended so that it does not include that portion of the contract for a lease of premises that indemnifies any person or organization for damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:
- a. Fire;
 - b. Explosion;
 - c. Lightning;
 - d. Smoke resulting from such fire, explosion, or lightning; or
 - e. Water.
5. This Provision B. does not apply if coverage for Damage To Premises Rented To You of

COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I--Coverages) is excluded by endorsement

C. BLANKET WAIVER OF SUBROGATION

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of premises owned or occupied by or rented or loaned to you; ongoing operations performed by you or on your behalf, done under a contract with that person or organization; "your work"; or "your products". We waive this right where you have agreed to do so as part of a written contract, executed by you prior to loss.

D. BLANKET ADDITIONAL INSURED -- MANAGERS OR LESSORS OF PREMISES

WHO IS AN INSURED (Section II) is amended to include as an insured any person or organization (referred to below as "additional insured") with whom you have agreed in a written contract, executed prior to loss, to name as an additional insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of any premises leased to you, subject to the following provisions:

1. Limits of Insurance. The limits of insurance afforded to the additional insured shall be the limits which you agreed to provide, or the limits shown on the Declarations, whichever is less.
2. The insurance afforded to the additional insured does not apply to:
 - a. Any "occurrence" that takes place after you cease to be a tenant in that premises;
 - b. Any premises for which coverage is excluded by endorsement; or
 - c. Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.
3. The insurance afforded to the additional insured is excess over any valid and collectible insurance available to such additional insured, unless you have agreed in a written contract for this insurance to apply on a primary or contributory basis.

E. BLANKET ADDITIONAL INSURED -- LESSOR OF LEASED EQUIPMENT

WHO IS AN INSURED (Section II) is amended to include as an insured any person or organization (referred to below as "additional insured") with

whom you have agreed in a written contract, executed prior to loss, to name as an additional insured, but only with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such additional insured, subject to the following provisions:

1. Limits of Insurance. The limits of insurance afforded to the additional insured shall be the limits which you agreed to provide, or the limits shown on the Declarations, whichever is less.
2. The insurance afforded to the additional insured does not apply to:
 - a. Any "occurrence" that takes place after the equipment lease expires; or
 - b. "Bodily injury" or "property damage" arising out of the sole negligence of such additional insured.
3. The insurance afforded to the additional insured is excess over any valid and collectible insurance available to such additional insured, unless you have agreed in a written contract for this insurance to apply on a primary or contributory basis.

F. INCIDENTAL MEDICAL MALPRACTICE

1. The definition of "bodily injury" in DEFINITIONS (Section V) is amended to include "Incidental Medical Malpractice Injury"
2. The following definition is added to DEFINITIONS (Section V):
 "Incidental medical malpractice injury" means bodily injury, mental anguish, sickness or disease sustained by a person, including death resulting from any of these at any time, arising out of the rendering of, or failure to render, the following services:
 - a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages;
 - b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances; or
 - c. First aid.
 - d. "Good Samaritan services". As used in this Provision F., "Good Samaritan services" are those medical services rendered or provided in an emergency and

for which no remuneration is demanded or received.

3. Paragraph 2.a.(1)(d) of WHO IS AN INSURED (Section II) does not apply to any registered nurse, licensed practical nurse, emergency medical technician or paramedic employed by you, but only while performing the services described in paragraph 2. above and while acting within the scope of their employment by you. Any "employees" rendering "Good Samaritan services" will be deemed to be acting within the scope of their employment by you.
4. The following exclusion is added to paragraph 2. Exclusions of COVERAGE A. - BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I - Coverages):
 (This insurance does not apply to:) Liability arising out of the willful violation of a penal statute or ordinance relating to the sale of pharmaceuticals by or with the knowledge or consent of the insured.
5. For the purposes of determining the applicable limits of insurance, any act or omission, together with all related acts or omissions in the furnishing of the services described in paragraph 2. above to any one person, will be considered one "occurrence".
6. This Provision F. does not apply if you are in the business or occupation of providing any of the services described in paragraph 2. above.
7. The insurance provided by this Provision F. shall be excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to be excess of this policy.

G. PERSONAL INJURY - ASSUMED BY CONTRACT

1. The Contractual Liability Exclusion in Part 2., Exclusions of COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY (Section I - Coverages) is deleted and replaced by the following:
 (This insurance does not apply to:)
Contractual Liability
 "Advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for

COMMERCIAL GENERAL LIABILITY

damages that the insured would have in the absence of the contract of agreement.

2. Subparagraph f. of the definition of "Insured contract" (DEFINITIONS - Section V) is deleted and replaced by the following:

- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury," "property damage" or "personal injury" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

3. This Provision G. does not apply if COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY is excluded by endorsement.

H. EXTENSION OF COVERAGE - BODILY INJURY

The definition of "bodily injury" (DEFINITIONS - Section V) is deleted and replaced by the following:

"Bodily injury" means bodily injury, mental anguish, mental injury, shock, fright, disability, humiliation, sickness or disease sustained by a person, including death resulting from any of these at any time.

I. INJURY TO CO-EMPLOYEES AND CO-VOLUNTEER WORKERS

1. Your "employees" are insureds with respect to "bodily injury" to a co-"employee" in the course of the co-"employee's" employment by you, or to your "volunteer workers" while performing duties related to the conduct of your business, provided that this coverage for your "employees" does not apply to acts outside the scope of their employment by you or while performing duties unrelated to the conduct of your business.
2. Your "volunteer workers" are insureds with respect to "bodily injury" to a co-"volunteer worker" while performing duties related to the conduct of your business, or to your "employees" in the course of the "employee's" employment by you, provided that this coverage for your "volunteer workers" does not apply while performing duties unrelated to the conduct of your business.

3. Subparagraphs 2.a.(1)(a), (b) and (c) and 3.a. of WHO IS AN INSURED (Section II) do not apply to "bodily injury" for which insurance is provided by paragraph 1. or 2. above.

J. AIRCRAFT CHARTERED WITH CREW

1. The following is added to the exceptions contained in the Aircraft, Auto Or Watercraft Exclusion in Part 2., Exclusions of COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I - Coverages):

(This exclusion does not apply to:) Aircraft chartered with crew to any insured.

2. This Provision J. does not apply if the chartered aircraft is owned by any insured.
3. The insurance provided by this Provision J. shall be excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to be excess of this policy.

K. NON-OWNED WATERCRAFT

1. The exception contained in Subparagraph (2) of the Aircraft, Auto Or Watercraft Exclusion in Part 2., Exclusions of COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I - Coverages) is deleted and replaced by the following:

(2) A watercraft you do not own that is:

(a) Fifty feet long or less; and

(b) Not being used to carry persons or property for a charge;

2. This Provision K. applies to any person who, with your expressed or implied consent, either uses or is responsible for the use of a watercraft.
3. The insurance provided by this Provision K. shall be excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to be excess of this policy.

L. INCREASED SUPPLEMENTARY PAYMENTS

Parts b. and d. of SUPPLEMENTARY PAYMENTS - COVERAGES A AND B (Section I - Coverages) are amended as follows:

1. In Part b. the amount we will pay for the cost of bail bonds is increased to \$2500.

2. In Part d, the amount we will pay for loss of earnings is increased to \$500 a day

M. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

1. The following is added to COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV), paragraph 2. (Duties in The Event of Occurrence, Offense, Claim or Suit):

Notice of an "occurrence" or of an offense which may result in a claim under this insurance shall be given as soon as practicable after knowledge of the "occurrence" or offense has been reported to any insured listed under Paragraph 1. of Section II - Who Is An Insured or an "employee" (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice.

Knowledge by other "employee(s)" of an "occurrence" or of an offense does not imply that you also have such knowledge.

2. Notice shall be deemed prompt if given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us as soon as practicable after any insured listed under Paragraph 1. of Section II - Who Is An Insured or an "employee" (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice discovers that the "occurrence", offense or claim may involve this policy.
3. However, this Provision M. does not apply as respects the specific number of days within

which you are required to notify us in writing of the abrupt commencement of a discharge, release or escape of "pollutants" which causes "bodily injury" or "property damage" which may otherwise be covered under this policy.

N. UNINTENTIONAL OMISSION

The following is added to COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV), paragraph 6. (Representations):

The unintentional omission of, or unintentional error in, any information provided by you shall not prejudice your rights under this insurance. However, this Provision N. does not affect our right to collect additional premium or to exercise our right of cancellation or nonrenewal in accordance with applicable state insurance laws, codes or regulations.

O. REASONABLE FORCE - BODILY INJURY OR PROPERTY DAMAGE

The Expected Or Intended Injury Exclusion in Part 2, Exclusions of COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I - Coverages) is deleted and replaced by the following:

(This insurance does not apply to:)

Expected or Intended Injury or Damage

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OTHER INSURANCE – ADDITIONAL INSUREDS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV), Paragraph 4. (Other Insurance), is amended as follows:

1. The following is added to Paragraph a. Primary Insurance:

However, if you specifically agree in a written contract or written agreement that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

- a. The "bodily injury" or "property damage" for which coverage is sought occurs; and

- b. The "personal injury" or "advertising injury" for which coverage is sought arises out of an offense committed

subsequent to the signing and execution of that contract or agreement by you.

2. The first Subparagraph (2) of Paragraph b. Excess Insurance regarding any other primary insurance available to you is deleted.

3. The following is added to Paragraph b. Excess Insurance, as an additional subparagraph under Subparagraph (1):

That is available to the insured when the insured is added as an additional insured under any other policy, including any umbrella or excess policy.

VENDOR DATA RECORD

(Required in lieu of IRS W-9 when doing business with the County of Monterey)



1	COUNTY OF MONTEREY Contracts/Purchasing 168 W. Alisal Street 3 rd Floor Salinas, CA 93901 TO: Phone: (831) 755-4990 Fax: (831) 755-4969	PURPOSE: Information contained in this form will be used by County to prepare information returns (Form 1099) and for withholding on payments to nonresident vendors. Prompt return of this fully completed form will prevent delays when processing payments. See Privacy Statement and Residency Information on reverse side.	
2	CHECK THE BOX WHICH DESCRIBES YOUR PRIMARY BUSINESS		
VENDOR ACTIVITY	<input type="checkbox"/> EQUIPMENT & SUPPLIES <input checked="" type="checkbox"/> SERVICES - NON-MEDICAL <input type="checkbox"/> SERVICES - MEDICAL <input type="checkbox"/> RENT/LEASES <input type="checkbox"/> ATTORNEY FEES <input type="checkbox"/> LEGAL SETTLEMENT <input type="checkbox"/> PRIZES & AWARDS <input type="checkbox"/> OTHER _____		
3	VENDOR'S LEGAL NAME (as shown on your Income tax return) PSM Medical Imaging Specialists, Inc.	PHONE NUMBER 408-960-7419	FAX NUMBER 408-228-6476
NAME AND ADDRESS	BUSINESS NAME / DBA (if different from line 1) E-MAIL ADDRESS kkanani@psmmis.com		
	MAILING ADDRESS 3271 FALLS CREEK PL		REMIT-TO ADDRESS 3271 FALLS CREEK PL
	CITY, STATE, ZIP CODE San Jose, CA 95135		REMIT-TO CITY, STATE, ZIP CODE San Jose, CA 95135
4	ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN): <u>20 4850636</u>		NOTE: Payment will not be processed without an accompanying taxpayer I.D. number.
VENDOR ENTITY TYPE	<input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> ESTATE OR TRUST <input type="checkbox"/> LIMITED LIABILITY COMPANY (LLC) <input type="checkbox"/> C CORPORATION <input checked="" type="checkbox"/> S CORPORATION		
CHECK ONE BOX ONLY	CORPORATION <input type="checkbox"/> MEDICAL (e.g., dentistry, psychotherapy, chiropractic, etc.) <input type="checkbox"/> LEGAL (e.g., attorney services) <input type="checkbox"/> EXEMPT (nonprofit) <input checked="" type="checkbox"/> ALL OTHERS		
	ENTER SOCIAL SECURITY NUMBER (SSN): _____		
	<input type="checkbox"/> INDIVIDUAL OR SOLE PROPRIETOR <input type="checkbox"/> PREVIOUS COUNTY EMPLOYEE <input checked="" type="checkbox"/> OTHER (SSN required by authority of California Revenue and Tax Code Section 18646)		
5	VENDOR RESIDENCY STATUS FOR TAX PURPOSES <input checked="" type="checkbox"/> California Resident - Qualified to do business in CA or have a permanent place of business in CA. <input type="checkbox"/> California Nonresident (see reverse side) - Payments to CA nonresidents may be subject to state taxes. <input checked="" type="checkbox"/> Waiver of state tax withholding from California Franchise Tax Board attached. <input type="checkbox"/> All services for payments issued are performed OUTSIDE of California.		
6	I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the County.		
CERTIFYING SIGNATURE	Authorized Representative's Name (Type or Print) Kashyap P. Kanani	Title President, CEO	
	Signature 	Date 03/15/2012	Telephone 408-596-4776

YEAR

20 **Withholding Exemption Certificate**

CALIFORNIA FORM

590

(This form can only be used to certify exemption from nonresident withholding under California R&TC Section 18662. This form cannot be used for exemption from wage withholding.)

File this form with your withholding agent. (Please type or print)		Withholding agent's name	
Vendor/Payee's name		Vendor/Payee's <input type="checkbox"/> Social security number <input type="checkbox"/> SOS. no. <input checked="" type="checkbox"/> California corp. no. <input type="checkbox"/> FEIN	
PSM Medical Imaging Specialists, Inc.		2 8 7 7 7 0 2	
Vendor/Payee's address (number and street)		Vendor/Payee's daytime telephone no.	
3271 FALLS CREEK PL,		(408) 960-7419	
City	State	ZIP Code	
San Jose	CA	95135	

I certify that for the reasons checked below, the entity or individual named on this form is exempt from the California income tax withholding requirement on payment(s) made to the entity or individual. Read the following carefully and check the box that applies to the vendor/payee:

Individuals — Certification of Residency:

I am a resident of California and I reside at the address shown above. If I become a nonresident at any time, I will promptly inform the withholding agent. See instructions for Form 590, General Information D, for the definition of a resident.

Corporations:

The above-named corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State to do business in California. The corporation will withhold on payments of California source income to nonresidents when required. If this corporation ceases to have a permanent place of business in California or ceases to be qualified to do business in California, I will promptly inform the withholding agent. See instructions for Form 590, General Information E, for the definition of permanent place of business.

Partnerships:

The above-named partnership has a permanent place of business in California at the address shown above or is registered with the California Secretary of State, and is subject to the laws of California. The partnership will file a California tax return and will withhold on foreign and domestic nonresident partners when required. If the partnership ceases to do any of the above, I will promptly inform the withholding agent. **Note:** For withholding purposes, a Limited Liability Partnership is treated like any other partnership.

Limited Liability Companies (LLC):

The above-named LLC has a permanent place of business in California at the address shown above or is registered with the California Secretary of State, and is subject to the laws of California. The LLC will file a California tax return and will withhold on foreign and domestic nonresident members when required. If the LLC ceases to do any of the above, I will promptly inform the withholding agent.

Tax-Exempt Entities:

The above-named entity is exempt from tax under California or federal law. The tax-exempt entity will withhold on payments of California source income to nonresidents when required. If this entity ceases to be exempt from tax, I will promptly inform the withholding agent.

Insurance Companies, IRAs, or Qualified Pension/Profit Sharing Plans:

The above-named entity is an insurance company, IRA, or a federally qualified pension or profit-sharing plan.

California Irrevocable Trusts:

At least one trustee of the above-named irrevocable trust is a California resident. The trust will file a California fiduciary tax return and will withhold on foreign and domestic nonresident beneficiaries when required. If the trustee becomes a nonresident at any time, I will promptly inform the withholding agent.


Estates — Certification of Residency of Deceased Person:

I am the executor of the above-named person's estate. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return and will withhold on foreign and domestic nonresident beneficiaries when required.

CERTIFICATE: Please complete and sign below.

Under penalties of perjury, I hereby certify that the information provided herein is, to the best of my knowledge, true and correct. If conditions change, I will promptly inform the withholding agent.

Vendor/Payee's name and title (type or print) Kashyap P. Kanani, President, CEO

Vendor/Payee's signature  Date 03/15/2012