



Monterey County Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

Board Order

Agreement No.: A-14062

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

- a. Authorized the Deputy Purchasing Agent for Natividad Medical Center (NMC) or his designee to execute a lease agreement with Modular Devices Inc. for the lease of a mobile computerized tomography (CT) unit, a mobile angiography/interventional radiology lab (IR) unit, and a mobile magnetic resonance imaging (MRI) unit at NMC, with a term of August 1, 2018 through July 31, 2020 and a total agreement amount not to exceed \$2,868,000.
- b. Authorized the Deputy Purchasing Agent for NMC or his designee to execute up to three (3) future amendments to the agreement which do not significantly alter the scope of work and do not cause an increase of more than \$100,000.

PASSED AND ADOPTED on this 24th day of July 2018, by the following vote, to wit:

AYES: Supervisors Alejo, Salinas, Phillips, Parker and Adams

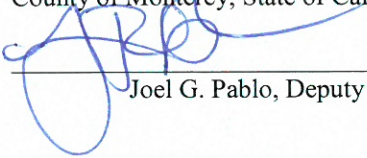
NOES: None

ABSENT: None

I, Valerie Ralph, 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 81 for the meeting July 24, 2018.

Dated: July 24, 2018
File ID: A 18-343

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California



Joel G. Pablo, Deputy

EQUIPMENT LEASE AGREEMENT

This EQUIPMENT LEASE AGREEMENT ("Agreement") is between MODULAR DEVICES, INC., an Indiana corporation, or its affiliated nominee ("Lessor"), and the County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center ("Lessee"), with an effective date of August 1, 2018.

1. LEASE - Lessor agrees to lease to Lessee, and Lessee agrees to hire from Lessor, all of the following leased Equipment;

- one (1) Mobile IR Laboratory (ie;Angiography Lab),
- one (1) Mobile CT Laboratory,
- one (1) Mobile MRI Laboratory,

each in an 8-foot by 48-foot shell, hereinafter called "Equipment" which is also more particularly described in EXHIBIT A, EXHIBIT B and EXHIBIT C attached hereto and by reference made a part hereof. Site preparation and installation requirements are the responsibility of Lessee, and shall include but not be limited to those items listed in a SITE REQUIREMENTS, which is more particularly described in EXHIBITS A, B and C attached hereto and made a part of this Agreement.

This Agreement shall constitute a binding commitment of the parties to lease the Equipment on the terms of this Agreement and any schedules attached hereto and made a part hereof.

2. TERM - The term of this Lease is August 1, 2018 ("effective Date") through July 31, 2020.

3. RENT AND PAYMENT PROVISIONS- Rental for the Equipment will be paid in monthly rental payments of:

- | | |
|---------------------------------|----------|
| • Mobile GE Innova 4100 IR Lab: | \$31,500 |
| • Mobile GE VCT 64 CT Lab: | \$40,000 |
| • Mobile Siemens MRI Lab: | \$48,000 |

Lessor shall 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 Lessor for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. Lessee shall certify the invoice, either in the requested amount or in such other amount as Lessee 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.

Lessee's payments to Lessor under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for Lessee's purchase of the indicated quantity of services, then Lessee may give written notice of this fact to Lessor, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as Lessee may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

4. **TRANSPORT EXPENSE DELIVERY OF EQUIPMENT TO LESSEE** - Lessee shall be responsible for prepaying transportation charges in the amount of \$7,500.00 to transport the Equipment to the location defined in Section 7.02 below.
5. **TITLE OF EQUIPMENT** - The Equipment is and shall at all times remain the sole and exclusive property of Lessor. The only interest Lessee shall have in the Equipment is that of a Lessee under this Agreement. Lessor and Lessee agree that regardless of the manner of affixation to real estate, the Equipment shall remain personal property and not become part of any such real estate. Lessee shall at all times keep Equipment and this Agreement free from all levies, attachments, liens, encumbrances, claims, charges or other judicial process of every kind, shall give Lessor immediate written notice thereof and shall indemnify and save Lessor harmless from any loss or damages caused thereby.

The parties do not intend this Agreement to be a conditional sales agreement, chattel mortgage, or security agreement within the meaning of any statute requiring filing or recordation.

Lessor makes no representation, express or implied, concerning the tax or accounting treatment of this Agreement.

6. INSPECTIONS

- 6.01. **Lessee's Inspection.** Lessee shall make necessary inspections and tests of the Equipment at Lessee's sole expense, to determine whether the equipment conforms to Lessee's specifications as pertaining to EXHIBIT "A". Lessee shall promptly notify Lessor, at the time the Equipment is inspected of any defects in or objection to the type or condition of the Equipment. Lessor may at its option remedy such defects or cancel the lease. This Equipment shall be presumed to conform to Lessee's specifications, and to be acceptable for all purposes of this Agreement, and shall be deemed to be in good condition without patent defects.

Lessee shall notify Lessor of any defects which are not apparent upon inspection of Equipment, as soon as such defects are noticed. Lessee's failure to notify Lessor of any defect in, or objection with respect to any item of

the Equipment, shall not establish the absence of any such defect in the Equipment insofar as Lessor is concerned.

- 6.02. **Lessor's Initial Inspection and Service.** Upon installation and completion of SITE REQUIREMENTS (such as, electricity, water supply, drain, etc.), Lessor will inspect, test, adjust, calibrate, and make Equipment ready for clinical use in the manner for which it is intended. Lessor agrees to provide seven (7) consecutive days of applications training. Additional training may be requested from Lessor and all Travel and Expense Charges will be paid per the Monterey County Travel Policy".
- 6.03. **Lessor's Right to Inspection.** Lessor shall have the right to enter the premises wherever the Equipment may be located at any time during normal business hours to inspect and examine the Equipment to ensure Lessee's compliance with its obligations under this Agreement, providing such inspection does not interfere with patient treatment.

7. OPERATING MATTERS

- 7.01. **Licensing, Registration, and Taxes.** Lessee shall obtain all licensing and registration of the Equipment that is required by law. Lessee, on behalf of Lessor, shall bear, and pay and discharge when due all license and registration fees, assessments, sales, use, property, and other taxes (excluding any tax measured by Lessor's income or gross receipts), together with any penalties or interest applicable to them, now or later imposed by any state, federal, or local government on any item of the Equipment, whether they be payable by or assessed to Lessor or Lessee; provided, however, that if under local law or custom such payments may be made only by Lessor, Lessee shall promptly notify Lessor and shall reimburse Lessor, on demand, for all such payments made by Lessor. If by law any such registration or license fee or tax is billed to Lessor, Lessee at its expense will do all things required to be done by Lessor in connection with the licensing or registration procedure and the levy or assessment of any such tax, including payment. Hallway connections, utilities or any part of the Lessor and Lessee SITE REQUIREMENTS are exempted.
- 7.02. **Location.** The Equipment shall be located at the Lessee's place of business at Natividad Medical Center, 1441 Constitution Blvd., Salinas, CA 93906, however, it may be moved with prior written consent of Lessor.

Without Lessor's prior written consent, Lessee shall not affix or attach all or any part of the Equipment to any real property. The Equipment shall remain personal property whether or not it becomes affixed or attached to real property, or permanently rests on any real property or any improvement on real property, and Lessee agrees to obtain any waiver of landlord or mortgagee necessary to protect Lessor's interest in the Equipment.

7.03. Use, Maintenance, and Reports. Lessee shall use the Equipment carefully, shall comply with all laws, ordinances, and regulations relating to its use, operation, or maintenance, and shall not use the Equipment for any illegal purpose. Lessee shall put the Equipment only to the use contemplated by this Agreement and Lessee hereby confirms that the Equipment will be used only for conducting routine CT, IR and MRI related functions.

Lessor shall effect and bear the expense of all repairs, reasonable wear and tear excepted, including maintenance, operation and replacement parts required to maintain the Equipment in good condition, except as may be excluded under Limitations of Equipment Maintenance, (7.04) below or by governmental edict or insurance requirements as discussed below. Such service must be capable of responding twenty-four (24) hours a day, seven (7) days a week, except as may be excluded under Limitations of Equipment Maintenance, (7.04) below. Lessee agrees to maintain accurate and complete records of all said repairs and maintenance to the Equipment and to allow Lessor to inspect said records at any time during business hours of Lessee. Lessee warrants that the Equipment will be used solely for the purpose for which it was designed and manufactured, i.e., as a CT lab, MRI lab or IR lab respectively.

Lessee shall not: assign, transfer or part with possession or control of the Equipment; allow any person or party other than Lessee or Lessor's designated and approved agents to operate the Equipment; allow the Equipment to be used for any nonbusiness related activities; or, make any additions, alterations, or improvements to the Equipment without Lessor's prior written consent. Hallway connections, utilities or any part of the Lessor and Lessee SITE REQUIREMENTS are exempted. Any modifications or additions to the Equipment required by any governmental edict or insurance policy shall be promptly made by Lessee at its own expense. However, Lessee shall first notify Lessor promptly of any such required modifications or additions. Lessee shall have no authority to charge Lessor for any expenses incurred as a result of alterations, additions or improvements to the Equipment. All alterations or improvements so approved shall become the property of Lessor on expiration or earlier termination of this Agreement.

7.04. Limitations of Equipment Maintenance. Service, maintenance, and repairs not provided or covered by this Agreement include, but are not limited to

installation, maintenance, repair or replacement of any item not a part of the Equipment as initially delivered to Lessee by Lessor; and, damage or maintenance made necessary due to misuse, abuse, negligence, acts of God or war, fire, flood, accident, vandalism, failure of electrical power, power surges, lightning strikes, operation of the Equipment in violation of established operational guidelines, unauthorized Equipment modification,

tampering, service by anyone not authorized by Lessor, interconnection of Equipment by electrical, electronic, or mechanical means with noncompatible equipment, or by use of unauthorized, modified, or altered supply items or accessories.

If, upon Lessee's foreknowledge, Lessor chooses to provide any maintenance or repair not covered by this Agreement, Lessee shall pay for such maintenance or repair at Lessors then current service rates.

- 7.05. Lessee's Insurance Requirements (Loss and Damage). (a) Lessee shall maintain fire, theft, extended and comprehensive coverage equal to the full replacement value of the equipment, but not to exceed \$1,000,000. In addition, Lessee shall maintain insurance for property damage, public liability and bodily injury, as well as insurance for medical malpractice claims and worker's compensation for Lessee's and Lessor's respective employees. Lessee's insurer shall certify coverage as specified in this Agreement and provide certificates thereof and further shall acknowledge that such insurance may not be canceled or altered without thirty (30) days written notice. In the event of loss or damage, including fire, theft, destruction, misuse, abuse, damage due to lightning, power spikes, and other matters found in Section 7.04 of this Agreement, the proceeds of any insurance payable shall be applied, first to Lessee's obligation under this Agreement and then to replacement costs, restoration costs, or repair of the equipment. All such insurance shall name Lessor, and its successors and assigns, as additional insureds, as their interests may appear. Lessee assumes the risk of loss, damage, theft, destruction, or other matters enumerated in Section 7.04 of this Agreement while such equipment is in Lessee's possession, but only if such loss as stated is not caused or contributed to by defects or deficiencies in the design, construction, or maintenance of the equipment or the negligence or misconduct of Lessor and its employees, agents or contractors.

Lessee represents and warrants (i) that it has the full power, authority, and legal right to enter into and perform under this Agreement and any attachments or exhibits hereto, and, if a corporation, that Lessee will supply Lessor with proof that all requisite corporate action has been taken; (ii) that the execution of this Agreement, any attachments or any exhibits hereto, does not and will not contravene any agreement to which Lessee is a party, including its Articles of Incorporation or By-laws, if Lessee is a corporation; (iii) that during the term of this Agreement Lessee will promptly notify Lessor of any such contravention; and, (iv) that no mortgage, deed of trust, charter, lease of other lien or security interest of any type which now covers or affects any property or interest of Lessee will attach to the Equipment.

See Section 14 herein for Lessor's Insurance Requirements.

7.06. Identification. Lessee shall affix to and maintain on the Equipment all labels and plates provided by Lessor, or conspicuously mark the Equipment with such language as Lessor may reasonably request, to the effect that the equipment is owned by Lessor and is subject to this Agreement. However, in the event local or state authority require external markings or labels or no labels such shall be the responsibility of the Lessee under the SITE REQUIREMENTS.

8. TERMINATION

8.01. Surrender on Termination of Lease. Lessee may terminate this Agreement for any reason at any time with at least sixty (60) days advance written notice. If the sixty (60) day's falls anywhere within a monthly billing cycle Lessee is responsible for remaining portion of that month, and Lessee has, as it's option, the ability to continue to Use the Equipment past the sixty (60) day's notice period through the end of the billing cycle. Lessor does not offer daily or weekly proration. At the expiration or earlier termination of this Agreement, unless Lessee extends this Agreement, Lessee shall return each item of Equipment to Lessor, free of all advertising or insignia placed on it by Lessee, and in good condition, repair, and working order, ordinary wear and tear excepted. The Equipment shall be surrendered by Lessee, by notifying Lessor that the Equipment is ready to be picked up by Lessor. Lessee is liable for the restoration of the Equipment to good working condition ("Good working condition" is defined as: fully functional as it was when originally delivered"). or repair to working order. In addition, Lessee shall remain liable for any damage to Equipment to restore the Equipment to good repair and working order.

8.02. Holding Over. DELETED

8.03. Equipment Removal and Removal Fees. Lessee shall be responsible for paying the return transportation charges of \$7,500 for each unit (\$22,500 total), with the return transportation charges of \$7,500 to be billed on the last monthly invoice for each unit. Lessor will remove the equipment within thirty (30) calendar days after the date of last use of equipment. Lessee will be responsible for removing hallway connections, ramps, and all related items prior to removal. 480 Volt, 3 Phase electrical service must remain on until the lab is removed. If craning is necessary, Lessee shall coordinate, control and contract for this service at Lessee's expense.

9. DEFAULT AND REMEDIES

9.01. Events of Default. Time is of-the-essence with this Agreement. Any of the following occurrences shall be an event of default under this Agreement: (i) if Lessee defaults in the payment of any sum of money to be paid under this Agreement and default continues for ten (10) days; (ii) if Lessee commits any

act of bankruptcy, or any proceeding under the Bankruptcy Act is commenced by or against Lessee; (iii) if a writ of attachment or execution is levied on any item of Equipment and is not discharged within ten (10) days after that levy; (iv) if a receiver is appointed to take possession of any item of Equipment leased under this Agreement; (v) if Lessee dissolves or ceases actively to carry on business; (vi) if Lessee transfers substantially all of its assets or merges or consolidates with or is acquired by any other person or entity, without Lessor's prior written consent; (vii) if any of the representations and warranties made by Lessee in this Agreement are not true and correct in any material respect by either party; (viii) if Lessee attempts to assign, pledge, or hypothecate any interest in this Agreement or to sublet, assign, pledge, hypothecate or lend all or part of the Equipment without Lessor's prior written consent; (ix) if any financial statement delivered to Lessor is not true and correct in any material respect; (x) if Lessor fails to deliver the Equipment free of defects and in good working order within a reasonable time; (xi) if Lessor fails to adequately maintain and keep such Equipment in good repair so long as Equipment is used in accordance with manufacturer's standards, or (xii) if either party fails to fulfill any of its obligations pursuant to this Agreement.

9.02. Remedies of Lessor. On the occurrence of any event of default by Lessee, Lessor may exercise any one or more of the following remedies with respect to the Equipment under this Agreement, without further notice to or demand on Lessee:

(1) Take possession of the Equipment upon thirty (30) day's written notice.

(2) Lease the Equipment to such persons, at reasonable rental and for such period of time (which may extend beyond the Term of the lease under this Agreement) as Lessor shall elect. Lessor shall apply the net proceeds of any such rental to payment of Lessee's obligations under this Agreement. For this purpose, "net proceeds" means the proceeds of any rental under this section minus all costs and expenses incurred in connection with the recovery, repair, storage, testing, or sale of the Equipment. Lessee shall remain liable for any deficiency, which at Lessor's option shall be paid monthly, as suffered, immediately, or at the end of the Term as damages for Lessee's default.

(3) Sell the Equipment at a public or private sale for cash or on credit at fair market value. Lessor shall apply the net proceeds of that sale to the payment of Lessee's obligations under this Agreement. For this purpose, "net proceeds" means the proceeds of any sale under this section minus all costs and expenses incurred in connection with the recovery, repair, storage, testing, or sale of the Equipment. Lessee shall remain liable for any deficiency, which Lessee shall pay within ten (10) days after the sale.

(4) Bring legal action to recover all rents or other amounts accrued then or accruing later from Lessee to Lessor under this Agreement.

(5) Pursue any other remedy Lessor may have.

9.03. Remedies of Lessee. On the occurrence of any event of default by Lessor, Lessee may exercise any one or more of the following remedies under this Agreement, without further notice to or demand on Lessor:

(1) Terminate this Lease upon thirty (30) days written notice and notify Lessor that the Equipment is surrendered to Lessor's possession.

(2) Pursue any other remedy Lessee may have.

10. ASSIGNMENT

10.01. Without prior written consent, Lessor and Lessee shall not assign, transfer, sublet, pledge, hypothecate or otherwise dispose of this Lease or any interest herein. Lessee shall recognize each such assignment and covenants not to assert against the assignee any defense, counterclaim or set-off that Lessee has or may have against Lessor, and agrees to pay such rent and other payments due to become due hereunder to assignee.

11. INDEMNIFICATION

Lessor shall indemnify, defend, and hold harmless the County of Monterey (hereinafter "County"), its officers, agents and employees from any and all claims, liability and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with Lessor's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of County. "Lessor's performance" includes Lessor's action or inaction and the action or inaction of Lessor's officers, employees, agents and subcontractors.

12. DISCLAIMER OF WARRANTY NOTICE - DELETED

13. MISCELLANEOUS PROVISIONS

13.01. Accident Reports Concerning Equipment. Lessee shall immediately notify Lessor of any accident connected with the operation or malfunctioning of any unit of the Equipment, and include in the notice the time, place, and nature of the accident, the damage caused to property, the names and addresses of

persons injured and of witnesses, and such other information as may be pertinent to Lessor's investigation of the accident.

- 13.02. **Nonwaiver.** No waiver of obligations, conditions, or covenants shall be considered to take place unless the waiver is in writing and signed.
- 13.03. **Survival of Covenants.** Wherever the context permits, Lessee's covenants under this Agreement shall survive the delivery and return of the Equipment.
- 13.04. **Amendments.** No term or provision of this Agreement may be changed, waived, discharged, or terminated orally, but only a written instrument signed by the party against whom the enforcement of the change, waiver, discharge, or termination is sought.
- 13.05. **Captions.** Captions in this Agreement are for convenience of reference only and shall not define or limit the terms or provisions of this Agreement.
- 13.06. **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the state of California, County of Monterey, including all matters of construction, validity, and performance.
- 13.07. **Access.** If required by Section 1395x (v) (1) of Title 42 of the United States Code, until the expiration of four (4) years after the termination of the contract, Lessor will make available the books, records, and documents as required by such Section, and will insert the clause required by such Section in any subcontract with a related organization.
- 13.08. **Assignment and Subcontracting:** Lessor shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of Lessee. None of the services covered by this Agreement shall be subcontracted without the prior written approval of Lessee. Notwithstanding any such subcontract, Lessor shall continue to be liable for the performance of all requirements of this Agreement.
- 13.09. **Lessor warrants that Lessor and Lessor'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 Lessee, or immediate family of an employee of Lessee.**
- 13.010. **Maintenance of Records.** Lessor shall prepare, maintain, and preserve all reports and records that may be required by federal state, and County of Monterey rules and regulations related to services performed under this Agreement. Lessor 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 Lessor shall retain said records until such action is resolved.

13.011. Access to and Audit of Records. Lessee shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the Lessor 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 of \$10,000, the parties to this Agreement may be subject, at the request of Lessee or as part of any audit of Lessee, 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.

13.012. NON-DISCRIMINATION. During the performance of this Agreement, Lessor, 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 Lessor's employment practices or in the furnishing of services to recipients. Lessor 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. Lessor 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.

14. INSURANCE REQUIREMENTS

14.1 Evidence of Coverage:

Prior to commencement of this Agreement, Lessor 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, Lessor upon request shall provide a certified copy of the policy or policies.

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

14.2 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 than A-VII, according to the current Best's Key Rating Guide or a

company of equal financial stability that is approved by Lessee's Contracts/Purchasing Director.

- 14.3 Insurance Coverage Requirements: Without limiting Lessor's duty to indemnify, Lessor 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.

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 \$1,000,000 per occurrence.

Workers' Compensation Insurance, If Lessor employs others 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.

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 Lessor 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.

- 14.4 Other Lessor Insurance Requirements:

All insurance required by this Agreement shall be with a company acceptable to Lessee 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 Lessor completes its performance of services under this Agreement.

Each liability policy shall provide that Lessee 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 Lessor 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 Lessor'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 Lessor'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 Lessee, Lessor shall file certificates of insurance with Lessee's Contracts/Purchasing Department, showing that Lessor has in effect the insurance required by this Agreement. Lessor shall file a new or amended certificate of insurance within five (5) 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.

Lessor 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 Lessee, annual certificates to Lessee's Contracts/Purchasing Department. If the certificate is not received by the expiration date, Lessee shall notify Lessor and Lessor shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by Lessor to maintain such insurance is a default of this Agreement, which entitles Lessee, at its sole discretion, to terminate the Agreement immediately.

Lessee's Insurance Requirements are stated herein in Section 7.05.



Exhibit A (Mobile CT specs)
Exhibit B (Mobile IR Specs)
Exhibit C (Mobile MRI Specs)
Business Associate Agreement

IN WITNESS WHEREOF, the parties hereto have duly executed the Agreement as of the dates set forth below. For all purposes hereof, the date of the Agreement shall be the date of the Lessor's acceptance as set forth below.

By execution hereof, the signer certifies that (s)he has read the entire Agreement that Lessor or its representatives have made no agreements or representations except as set forth herein and that (s)he is duly authorized to execute the Agreement on behalf of the Lessee.

ACCEPTED BY:

LESSOR:
MODULAR DEVICES, INC.

LESSEE:
The County of Monterey, a political
subdivision of the State of California, on
behalf of Natividad Medical Center
1441 Constitution Blvd.
Salinas, CA, 93906

6678 Guion Road
Indianapolis, Indiana 46268

BY:

BY:

Printed
NAME:

~~BOB MINK~~ BOB MINK

Printed
NAME:

Gary Gray

TITLE:

~~BOB~~ PRESIDENT

TITLE:

CEO

DATE:

7/12/2018

DATE:

7/25/18

Approved as to Legal Form:

BY:
Monterey County Deputy County Counsel
Date: 7/9/18

Approved as to Payment Provisions:

BY:
Chief Deputy Auditor-Controller
Date: 7-9-18

Exhibit A (Mobile CT specs)
Exhibit B (Mobile IR Specs)
Exhibit C (Mobile MRI Specs)
Business Associate Agreement

IN WITNESS WHEREOF, the parties hereto have duly executed the Agreement as of the dates set forth below. For all purposes hereof, the date of the Agreement shall be the date of the Lessor's acceptance as set forth below.

By execution hereof, the signer certifies that (s)he has read the entire Agreement that Lessor or its representatives have made no agreements or representations except as set forth herein and that (s)he is duly authorized to execute the Agreement on behalf of the Lessee.

ACCEPTED BY:

LESSOR:
MODULAR DEVICES, INC.

6678 Guion Road
Indianapolis, Indiana 46268

LESSEE:
**The County of Monterey, a political
subdivision of the State of California, on
behalf of Natividad Medical Center**
1441 Constitution Blvd.
Salinas, CA, 93906

BY: _____

Printed
NAME: Greg Mink

TITLE: COO

DATE: _____

BY:  _____

Printed
NAME: Gary Gay

TITLE: CEO

DATE: 7/9/18

Approved as to Legal Form:

BY:  _____

Monterey County Deputy County Counsel

Date: 7/9/18

Approved as to Payment Provisions:

BY:  _____

Chief-Deputy Auditor-Controller

Date: 7-9-18

Equipment Overview	X-Ray:	GE VCT 64-Slice CT
	Injector:	Medrad Stellant D Dual-Head Injector

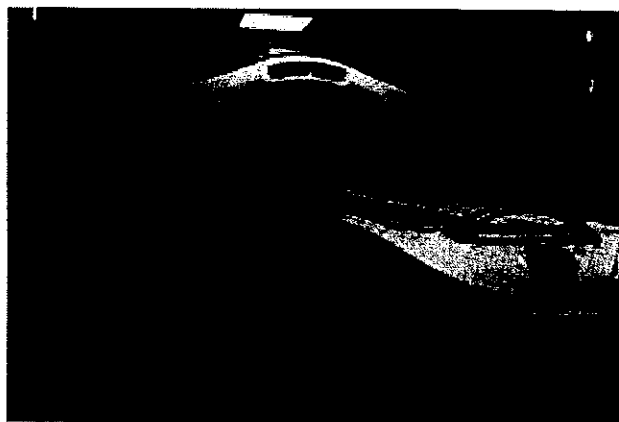
● CT System

GE VCT 64-Slice CT Scanner

The world's first Volume CT system, is the latest innovation in computed-tomography (CT) technology that ushers in game-changing clinical imagery and applications in neurology, cardiology, and general radiology. Captures images of a beating heart in five heartbeats, an organ in a second, and if necessary, whole body trauma in 10 seconds. Volume coverage is diagnostic power -- including the ability to routinely perform CT-angiography, in addition to rapid test for stroke and chest pain. Scans as fast as 0.35 seconds per rotation. Higher speed scanning translates to clearer, sharper images with fewer problems caused by patient movement or motion of a beating heart. Automated dose-reduction features means less exposure to radiation. Patients benefit from faster exams and less time needed for breath-holds, which can mean less stress for the patient.

System Components May Include:

- 64 x 912 Ceramic Detectors
- 0.63, 1.25, 2.5, 3.75, 5, 7.5, 10mm Slice Thickness
- Oil/Air Tube Cooling
- 60 sec. Max Scan Time
- 960 Scans/min Dynamic Scan Rate
- Two 19 Inch LCD Monitors
- 803 GB Hard Drive
- MX 240 8.0 MHU Tube
- Smart Prep
- Smart Tools
- Smart Helical
- Connect Pro
- AutoMA
- Direct MPR
- 3000 Image Series
- Direct 3D
- Data Export
- Copy Compose
- Exam Split
- VolumeViewer
- Noise Reduction Filter
- Neuro Filter

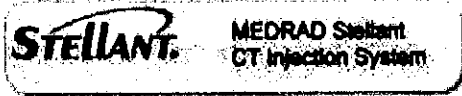


Modular Devices Inc.

MDI :: MOBILE INTERIM LAB SOLUTIONS

● Contrast Injection System

Medrad Stellant D Dual-Head CT Contrast Injector - Roll Around



The Medrad Stellant D Dual Syringe CT Injection System is reliable and easy to use.

Protocol Options for the most advanced clinical applications:

- Designed for complex CTA and Cardiac CT protocols
- Creates tight contrast bolus
- Enables precisely timed contrast delivery

The Medrad Stellant D efficiently increases throughput with:

- Snap-on/twist off syringe design
- Automatic plunger advance and retract when attaching and detaching syringes
- Automatic filling and priming
- Storage and recall of up to 32 protocols
- Multi-phase programming
- Integrated saline test inject
- Programmable pressure limit

Site Planning Guide - Mobile Lab 205



Mobile Lab #205
Site Requirements
Planning Guide

2014

Site Planning Guide - Mobile Lab 205

Mobile Lab 205 Site Requirements Planning Guide

Table of Contents

Site Requirements Summary.....	3
Mobile Pad Requirements.....	4
Pad Size and Type.....	4
Pad Depth.....	4
Required Support.....	4
Pad Levelness.....	4
Air Flow Requirements.....	4
Attachment to Facility.....	4
Radiation Shielding.....	5
Power Requirements.....	5
Electical Service.....	5
Power Cord.....	5
Power Connection.....	5
Frequency.....	6
Phase Balance.....	6
Maximum Voltage Variation.....	6
Power Source Monitoring.....	6
Data, Telephone and Emergency Connections.....	7
Telephone, Data, Network.....	7
Dedicated Incoming Modem Line.....	7
Fire Alarm.....	7
Code Blue.....	7
Regulations and Responsibilities.....	8
Regulations, Ordinances, Licenses and Permits.....	8
Plans/Drawings.....	9
Figure 1: Floor Plan.....	9
Figure 2: Elevations	10

Site Planning Guide - Mobile Lab 205

◆ Summary Page

Modular Devices Inc. has more than 24 years experience assisting customers with preparing and planning for the delivery and installation of our interim Mobile Labs. In our experience it is best to start planning early and we welcome the opportunity to visit customer sites in advance to assist in site selection and planning for the arrival of a mobile lab. We have a large team of Operations, Logistics, Applications and Service personnel who work with each and every customer to carefully plan and execute a successful interim lab project.

Installation of a Mobile Interim Lab requires that your site is prepared to satisfy the lab's general specifications. This guide is intended to provide an overview of the Site Requirements needed for preparing your site for delivery and installation of a Mobile Lab.

Site Requirements Summary

- Pad Site
- 480V, 3 Phase, 150A power
- Russellstoll female receptacle for power connection
- Telephone connections (all CAT 5 wiring in home run configuration at access point).
- Data/LAN connection if required by customer
- Connection to facility at customer's discretion
- Power Quality Monitoring Test

The purpose of this document is to provide the basic information needed for site planning. For specific information not contained in this document please contact Modular Devices Inc.

Site Planning Guide - Mobile Lab 205

Mobile Pad Requirements

Pad Size and Type

The mobile lab will need a level concrete or asphalt base to accommodate an 8' x 48' mobile lab. A minimum pad size of 10' x 41' is recommended to provide an area for all support legs and wheels to sit on a solid surface.

Pad Depth

The depth of the pad is to be determined by a local contractor based on climate, soil and other conditions.

Required Support

The pad must be capable of supporting a total weight of 55,000 pounds. The front legs support approximately 20,000 pounds, and the rear legs support 35,000 pounds.

Pad Levelness

The pad must be as level as possible. If you have questions about the feasibility of your site, MDI's on-staff professionals will be happy to assist you.

Air Flow Requirements

To maintain maximum capacity, lowest operating cost, satisfactory operation of ventilation packages and longest service life the following clearances for acceptable air conditioning condenser air flow should be maintained:

- HVAC unit discharging against wall or solid barrier: 15 feet

Attachment to Facility

Various connection system options are available. The physical connection between the land based facility and the mobile lab can be as simple or complex as desired. In appropriate climates, awning type enclosures seem to work the best. More permanent structures can also be built. Please contact us for examples of what prior customers have done to physically connect a mobile lab to a hospital. MDI requests that customers not permanently attach any adjoining structures to the mobile lab.

Site Planning Guide - Mobile Lab 205

● Radiation Shielding

Care should be taken when determining a site location for a mobile lab. Factors such as shielding, proximity to buildings, and occupancy of surrounding buildings must be considered. MDI will provide a current physicist report with each lab. Some states/localities may require physicist reports be done locally, in which case it is the responsibility of the customer to perform a proper radiation survey/physicist report if required.

● Power Requirements

Electrical Service

The mobile lab requires a 480 Volt, 150 Amp, three phase, wye connection with neutral and ground. The lab is equipped with an on-board back-up generator with an automatic transfer switch capable of meeting mobile lab power requirements in the event of shore power failure.

Power Cord

MDI will provide a properly sized power cord. Our personnel will connect the mobile lab to the facility's permanent power and will check to assure proper phasing.

Land-Side Power Connection

The standard land-side connection is a Russellstoll female receptacle and box **#DF 2504 FRAB0** mounted as close as possible to the rear of the mobile lab. The distance from the bottom of the receptacle to grade should not be less than 42". A service disconnect should be provided at the receptacle. If the proper female receptacle can not be obtained, MDI personnel can hard-wire the lab into the junction box.

Power Receptacle
Angled Box and
Receptacle Model
#DF 2504 FRAB0
(shown with male plug
attached)



(continued)



Modular Devices Inc.

MDI :: MOBILE INTERIM LAB SOLUTIONS

Site Planning Guide - Mobile Lab 205

● Power Requirements (Continued)

Frequency

The frequency must be 60Hz with a maximum variation of $\pm 0.5\text{Hz}$.

Phase Balance

The phase balance is 2% max between phases.

Maximum voltage variation

The maximum voltage variation is $\pm 5\%$ from nominal steady state (under the worst case conditions of line voltage).

Power Source Monitoring (Facility Only)

NOTE: Perform a power audit first.

A power analyzer should be used to check the proposed Mobile Lab facility site power for average line voltage, surges, sags, reclosures, impulses, frequency and microcuts. A period that includes two weekends should be used to simulate several days of normal use. Analysis of the data and site history of any previous power problems with other X-ray systems or computer installations should be reviewed with your power and ground representative. Verify "brown-out" (low voltage) conditions, which may occur during summer months, will not exceed the allowable range.

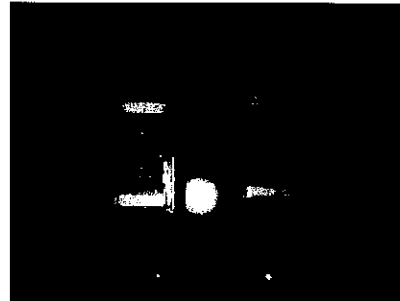
Site Planning Guide - Mobile Lab 205

◆ Data, Telephone and Network Connections

Telephone and Data Connections

The mobile lab has a number of configurable data/phone jacks throughout the lab with CAT5 cabling running from a weatherproof junction box in one of the compartments beneath the lab directly to each individual data/phone jack. The data/phone jacks utilize a female RJ-45/RJ-11 universal type connector. MDI recommends a minimum of two (2) phone lines for the lab.

- The customer is required to provide the network wiring from the facility to connect to the junction box in the mobile lab.



Fire Alarm

The mobile lab has an on-board fire warning system and is equipped with smoke and heat detectors throughout the entire lab. The alarm system can be wired into the supporting facility's fire alarm system through a contact block in a weatherproof junction box in the rear of the lab (accessible from the exterior). The lab is also equipped with hand-held fire extinguishers.

Code Blue

Code Blue can be handled in two different ways: Through 1) the phone system or 2) a blank electrical box mounted on the wall of the procedure room for a push-button notification system. The box contains an appropriate wire that terminates in a weatherproof junction box in the rear of the lab, where the facility can tie into their own code blue system.

- If using a push-button, the customer is responsible for providing the actual code-blue button.

Site Planning Guide - Mobile Lab 205

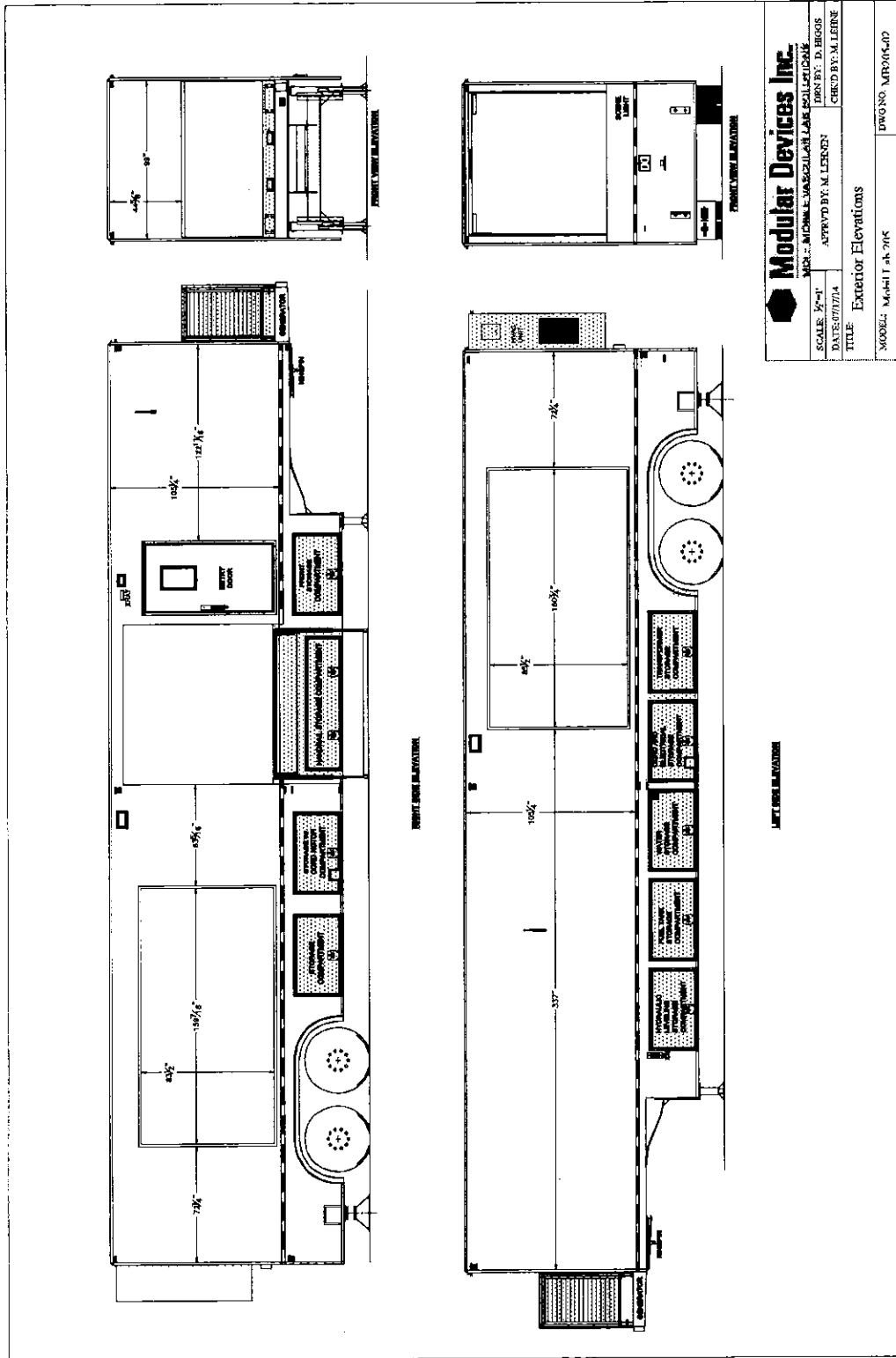
● Regulations and Responsibilities

Regulations/Ordinances/Licenses/Permits

The Hospital is responsible for obtaining all licenses and/or permits and meeting all state and local codes necessary for operation of the mobile lab. The hospital is also responsible for the connection system, pad and any costs associated with craning the mobile lab into place, if required.

Site Planning Guide - Mobile Lab 205

Figure 2: Elevations



Modular Devices Inc.	
MCI - MODULAR SUBSIDIARY LAB SOLUTIONS	
SCALE: 3/8"=1'	DES BY: D. BRIS
DATE: 07/17/14	APPROV BY: M. LENZEN
TITLE: Exterior Elevations	
MODEL: M-41 T-A-205	DWG NO. MFD006-02

Equipment Overview	X-Ray: GE Innova 4100 Hemo: GE MacLab IT Injector: Medrad Mark V Provis Workstation: GE Advantage Workstation
---------------------------	--

● X-Ray System

GE INNOVA 4100 DIGITAL FLAT DETECTOR IMAGING SYSTEM



GE Healthcare's Innova 4100 is a large-format digital flat-panel X-ray system for angiographic imaging that incorporates GE's exclusive Innova single piece, non-tiled digital detector (41cm-by-41 cm) to provide high-resolution imaging across the full range of vascular and interventional applications.

The 41-cm-by-41-cm Innova detector is the industry's largest, according to the manufacturer. An ample field of view allows clinicians to see their way through angiography or interventional imaging procedures.

The Innova detector provides a dynamic exposure optimization system, AutoEx, designed to optimize system parameters and image processing to maximize real-time image quality and minimize dose.

The fully integrated imaging system is programmed to meet the clinical needs for interventional and diagnostic angiography with image quality, dose management and positioning.

System Description

- GE Innova 4100 single plane Cardiac/Angiographic system
- 100 KW generator with flat screen control console
- Floor mounted model 4100 Positioner
- Omega patient table
- 41 cm flat panel digital detector
- MX 160 x-ray tube
- 2 Hi-resolution LCD monitors with ceiling suspended mount
- Integrated digital imaging system with hi-speed DICOM output
- Installed Angiographic and Vascular software, books and manuals

◆ Hemodynamic Monitoring System

GE Mac-Lab IT Hemodynamic Monitoring System

Essential functionality... exceptional performance

With a long history as a trusted mainstay of the cath lab, the Mac-Lab IT hemodynamic recording system is the foundation of the Mac-Lab family. Its innovative capabilities and functionality deliver dependability, ease of use and excellent IT data integration to help you optimize your workflow, productivity and throughput. Mac-Lab IT hemodynamic recording systems help to enhance operational efficiency in the cath lab.

Comprehensive data collection at the point of care

- Interfaces with X-ray systems to automatically upload demographics to the imaging systems and receive radiological parameters such as angulations and dose area product – helps to reduce data entry errors and save time.
- Collect registry data at the point of care, helping to minimize post-procedure chart pulls.
- Custom forms data allows up to 5,000 user-defined fields to be configured for data entry – collect the data the way you want.
- Comprehensive data export to GE and third-party registry and data management systems.



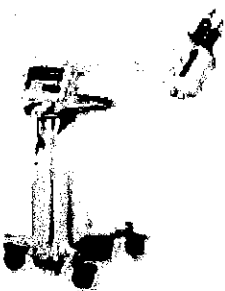
◆ Contrast Injection System

Medrad Mark V Provis Contrast Injector

MEDRAD

The Mark V ProVis is designed to be easy to use, from the readability of the display and controls to the ergonomics and functionality of the injector and control panel.

- Large and bright control panel improves readability at a distance.
- Syringe volume is constantly up-dated and is easily read at a glance.
- Sequenced control panel guides setup.
- Common protocols are stored quickly to save time.
- Large, secure handle and oversize wheels for easy maneuvering in the tightest situation.



MEDRAD gives you multiple levels of protection

- Programmed microprocessor helps protect against:
 - Over-volume
 - Over-flow
 - Over-pressure
- Mechanical stop:
 - Automatically sets and locks to physically limit injection to the selected volume
- Unaffected by electrical interruption
- Set position is verified by LEDs on the injector head



Modular Devices Inc.

MDI :: MOBILE INTERIM LAB SOLUTIONS

Image Review Workstation

GE Advantage Workstation



The GE Advantage workstation is one of the most widely used visualization and analysis solutions in the world. Advantage Workstation delivers fast and clinically effective post-processing solutions to help handle the increasing diagnostic and workflow needs of today's imaging departments.

Powerful Simplicity

With automated pre and post-processing, one-click access to applications, and one-touch protocols, AW improves consistency and efficiency – so that you can tackle advanced clinical challenges with speed, accuracy and confidence.

Enlightening Integration

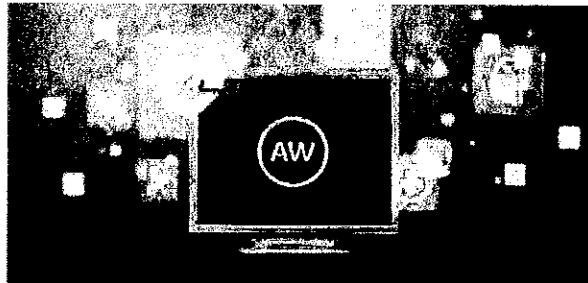
AW supports easy comparison of CT, MR, PET, SPECT and Interventional 3D images. Achieve registration and fusion of volumetric acquisitions using dedicated protocols or by doing a simple "drag-and-drop" within the AW platform.

Interventional Visualization

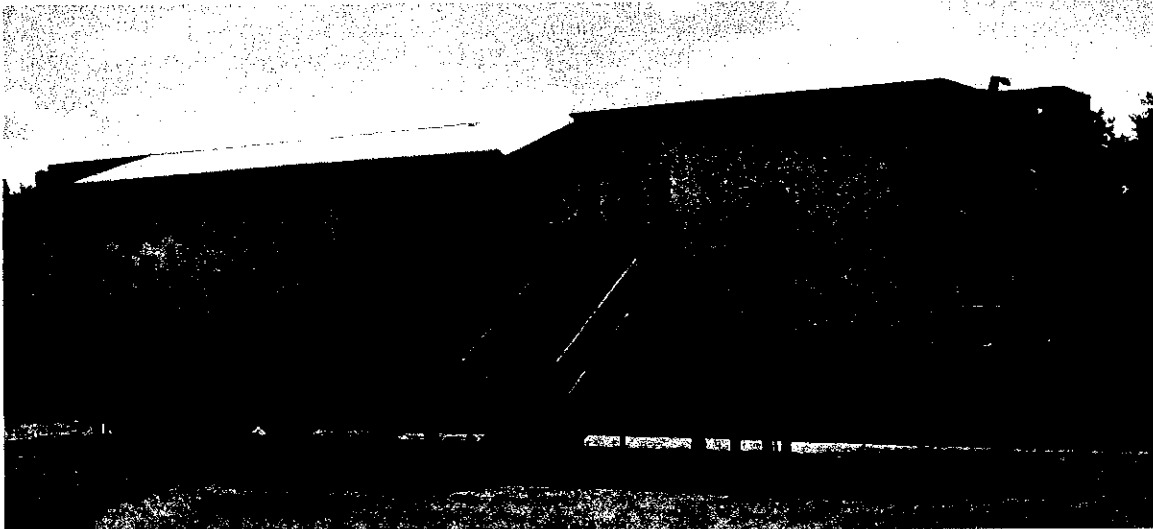
AW's advanced integration capabilities enable the use of multi-modality images for highly informed, real-time planning and navigation during interventional therapies.

Streamlined Workflow

Revolutionary workflow enhancements minimize clicks and maximize efficiency. AW Workstation organizes tasks and tools in a manner that corresponds directly to the ways in which physicians work, making processing virtually second nature.



Site Planning Guide - Mobile Lab 185 - Exhibit "B"



Mobile Lab #185 Site Requirements Planning Guide

2017



Modular Devices Inc.

MDI :: MOBILE INTERIM LAB SOLUTIONS

Site Planning Guide - Mobile Lab 185 - Exhibit "B"

Mobile Lab 185

Site Requirements

Planning Guide

Table of Contents

Site Requirements Summary	3
Mobile Pad Requirements	4
• Pad Size and Type	4
• Pad Depth	4
• Required Support	4
• Pad Levelness	4
• Air Flow Requirements.....	4
• Attachment to Facility.....	4
Radiation Shielding	5
Power Requirements	5
• Electrical Service	5
• Power Cord	5
• Power Connection	5
• Frequency	6
• Phase Balance	6
• Maximum Voltage Variation	6
• Power Source Monitoring	6
Data, Telephone and Emergency Connections	7
• Telephone, Data, Network	7
• Dedicated I.P. Addresses	7
• Fire Alarm	7
• Code Blue	7
Water/Drain	8
• Water Supply Connection	8
• Waste Water	8
Regulations and Responsibilities	8
• Regulations, Ordinances, Licenses and Permits	8
Plans/Drawings	9
• Figure 1: Floor Plan	9
• Figure 2: Interior Floor Dimensions	10
• Figure 3: Side Elevations	11
• Figure 4: Road Side Elevations	12
• Figure 5: Curb Side Elevations	13
• Figure 6: Fire, Telephone, Data Layout	14
• Figure 7: Pad Layout	15

Site Planning Guide - Mobile Lab 185 - Exhibit "B"

Summary Page

Modular Devices Inc. has more than 24 years experience assisting customers with preparing and planning for the delivery and installation of our interim Mobile Cath/Vascular Labs. In our experience, it is best to start planning early. We welcome the opportunity to visit customer sites in advance to assist in site selection and planning for the arrival of a mobile or modular lab. We have a large team of Operations, Logistics, Applications and Service personnel who work with each and every customer to carefully plan and execute a successful interim lab project.

Installation of a Mobile Cath/Vascular Lab requires that your site is prepared to satisfy the lab's general specifications. This guide is intended to provide an overview of the Site Requirements needed for preparing your site for delivery and installation of a Mobile Lab.

Site Requirements Summary

- Pad Site
- 480V, 3 Phase, 200A power
- Russellstoll female receptacle for power connection
- Cold water hose bib and RV supply hose
- Sanitary sewer drain (or holding tank) as required by local codes
- Telephone connections (all CAT 5 wiring in home run configuration at access point).
- One dedicated analog or equivalent modem line
- Data/LAN connection and dedicated I.P. Addresses
- Connection to facility at customer's discretion
- Power Quality Monitoring Test

The purpose of this document is to provide the basic information needed for site planning. For specific information not contained in this document please contact Modular Devices Inc.

Site Planning Guide - Mobile Lab 185 - Exhibit "B"

Mobile Pad Requirements

Pad Size and Type

The mobile lab will need a level concrete or asphalt base to accommodate an 8' x 48' mobile lab. A minimum pad size of 10' x 41' is recommended to provide an area for all support legs and wheels to sit on a solid surface.

See Figure 7: Pad Layout

Pad Depth

The depth of the pad is to be determined by a local contractor based on climate, soil and other conditions.

Required Support

The pad must be capable of supporting a total weight of 55,000 pounds. The front legs support approximately 20,000 pounds, and the rear legs support 35,000 pounds.

Pad Levelness

The pad must be as level as possible. If you have questions about the feasibility of your site, MDI's on-staff professionals will be happy to assist you.

Air Flow Requirements

To maintain maximum capacity, lowest operating cost, satisfactory operation of ventilation packages and longest service life the following clearances for acceptable air conditioning condenser air flow should be maintained:

- HVAC unit discharging against wall or solid barrier: 15 feet

See Figure 7: Pad Layout

Attachment to Facility

Various connection system options are available. The physical connection between the land based facility and the mobile lab can be as simple or complex as desired. In appropriate climates, awning type enclosures seem to work the best. More permanent structures can also be built. Please contact us for examples of what prior customers have done to physically connect a mobile lab to a hospital. MDI requests that customers not permanently attach any adjoining structures to the mobile lab.



Site Planning Guide - Mobile Lab 185 - Exhibit "B"

● Radiation Shielding

Care should be taken when determining a site location for a mobile lab. Factors such as shielding, proximity to buildings, and occupancy of surrounding buildings must be considered. MDI will provide a current physicist report with each lab. Some states/localities may require physicist reports be done locally, in which case it is the responsibility of the customer to perform a proper radiation survey/physicist report if required.

● Power Requirements

Electrical Service

The mobile lab requires a 480 Volt, 200 Amp, three phase, wye connection with neutral and ground. The lab comes equipped with an on-board emergency backup generator. This generator does not meet California EPA emissions standards so if used in California backup power will need to be provided by the hospital on a critical branch circuit.

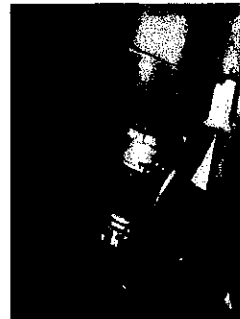
Power Cord

MDI will provide a properly sized power cord. Our personnel will connect the mobile lab to the facility's permanent power and will check to assure proper phasing.

Land-Side Power Connection

The standard land-side connection is a Russellstoll female receptacle and box **#DF 2504 FRAB0** mounted as close as possible to the rear of the mobile lab. The distance from the bottom of the receptacle to grade should not be less than 42". A service disconnect should be provided at the receptacle. If the proper female receptacle can not be obtained, MDI personnel can hard-wire the lab into the junction box.

Power Receptacle
Angled Box and
Receptacle Model
#DF 2504 FRAB0
(shown with male plug
attached)



(continued)
Modular Devices Inc.

MDI :: MOBILE INTERIM LAB SOLUTIONS

Site Planning Guide - Mobile Lab 185 - Exhibit "B"

Power Requirements (Continued)

Frequency

The frequency must be 60Hz with a maximum variation of ± 0.5 Hz.

Phase Balance

The phase balance is 2% max between phases.

Maximum voltage variation

The maximum voltage variation is $\pm 5\%$ from nominal steady state (under the worst case conditions of line voltage).

Power Source Monitoring (Facility Only)

NOTE: Perform a power audit first.

A power analyzer should be used to check the proposed Mobile Lab facility site power for average line voltage, surges, sags, reclosures, impulses, frequency and microcuts. A period that includes two weekends should be used to simulate several days of normal use. Analysis of the data and site history of any previous power problems with other X-ray systems or computer installations should be reviewed with your power and ground representative. Verify "brown-out" (low voltage) conditions, which may occur during summer months, will not exceed the allowable range.

NOTE:

The electrical power source must meet the requirements of the national electric code and National Fire Protection Association for Emergency Backup Power as applied to cardiac catheterization labs. Please consult the applicable codes and the local authorities in your area for guidance. The following codes define the requirements of "Emergency Systems" for cardiac catheterization laboratories: NFPA 70 Article 517-33 (a) (8) c & NFPA99 Paragraph 3-4.2.2.2 (c)

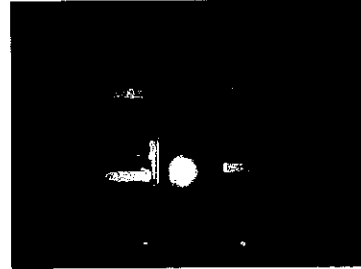
Site Planning Guide - Mobile Lab 185 - Exhibit "B"

● Data, Telephone and Network Connections

Telephone and Data Connections

The mobile lab has a number of configurable data/phone jacks throughout the lab with CAT5 cabling running from a weatherproof junction box in one of the compartments beneath the lab directly to each individual data/phone jack. The data/phone jacks utilize a female RJ-45/RJ-11 universal type connector. MDI recommends a minimum of two (2) phone lines for the lab.

- The customer is required to provide the network wiring from the facility to connect to the junction box in the mobile lab.



(Typical Mobile Lab Network Block)

Dedicated I.P. Addresses

The mobile lab requires dedicated IP address for the following systems:

- PACS. If sending images to PACS the x-ray system and image review workstations will require a dedicated I.P. Address.
- The lab comes installed with a power quality monitor which requires a dedicated I.P. Address. This device monitors the incoming power and provides real-time alerts of adverse power conditions which could potentially damage the installed equipment in the lab.

Fire Alarm

The mobile lab has an on-board fire warning system and is equipped with smoke and heat detectors throughout the entire lab. The alarm system can be wired into the supporting facility's fire alarm system through a contact block in a weatherproof junction box in the rear of the lab (accessible from the exterior). The lab is also equipped with hand-held fire extinguishers.

Code Blue

Code Blue can be handled in two different ways: Through 1) the phone system or 2) a blank electrical box mounted on the wall of the procedure room for a push-button notification system. The box contains an appropriate wire that terminates in a weatherproof junction box in the rear of the lab, where the facility can tie into their own code blue system.

- If using a push-button, the customer is responsible for providing the actual code-blue button.

Site Planning Guide - Mobile Lab 185 - Exhibit "B"

Water/Drain

Water Supply Connection

Water can be supplied to the lab via a cold water spigot with an RV grade water supply hose. The lab has an on-board hot water heater. The water is for scrubbing-in before cases and other general uses. An exterior 110V outlet is readily accessible for heat tape to wrap the supply hose.

- Customer is required to provide the water supply hose to the facility to connect to the water supply connection in the mobile lab.

Waste Water

The drain for the mobile lab is a 1" pvc tube that has an attachment for a standard male garden hose connection. Attachments should be made with a garden or RV grade hose. An additional option is a threaded male adapter in place of the garden hose adapter. Drainage from the lab will be run-off from hand washing and general cleanup within the lab. Depending upon local requirements, waste water can be drained to a sanitary sewer or holding tank. An exterior 110V outlet is readily accessible for heat tape to wrap the drain line.

- The customer is required to provide the waste water connection and also to ensure the proper disposal of waste water - ie. holding tank, sanitary sewer, etc.



(Typical Mobile Lab Water/Drain Connection)

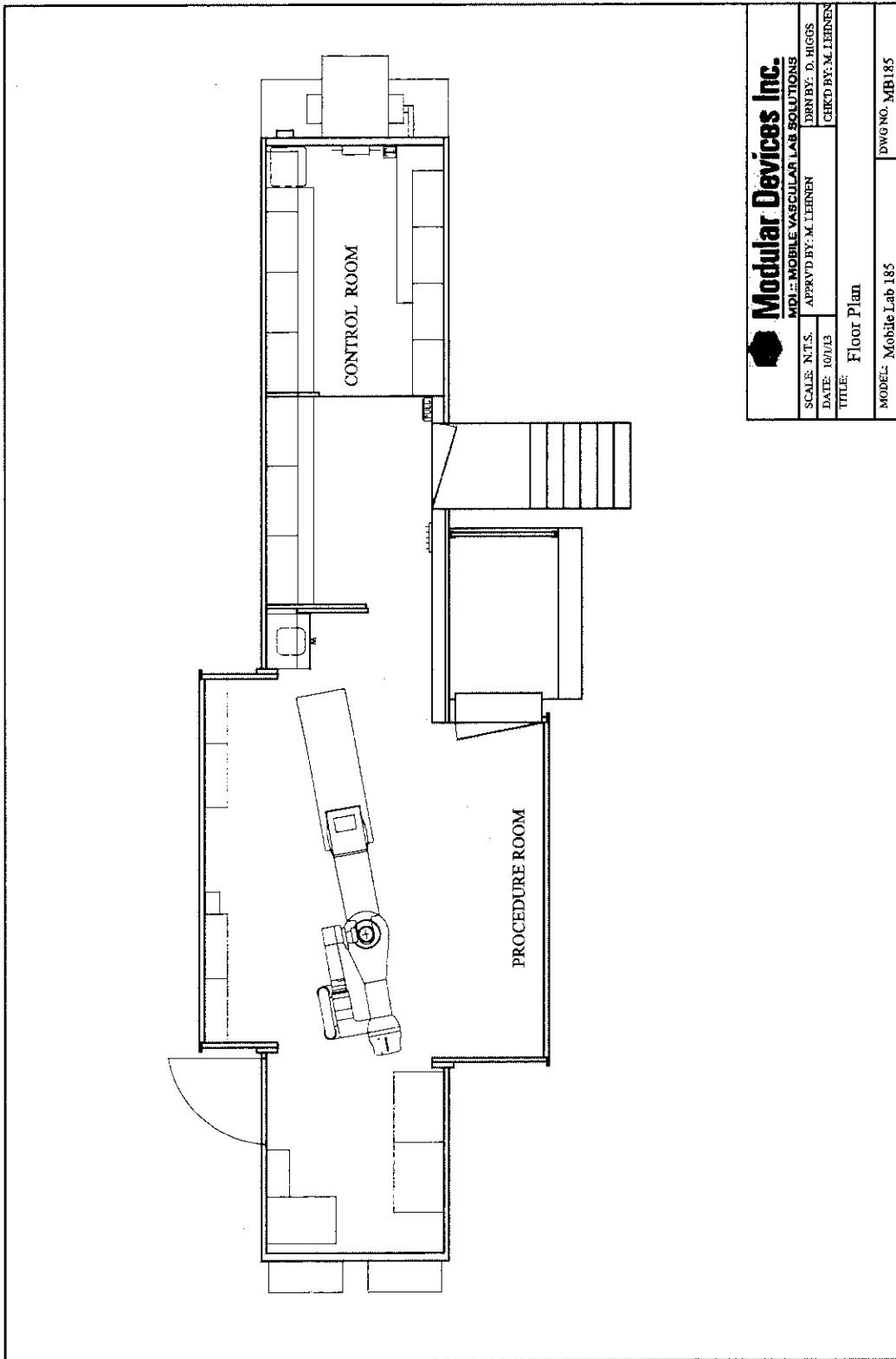
Regulations and Responsibilities

Regulations/Ordinances/Licenses/Permits

The Hospital is responsible for obtaining all licenses and/or permits and meeting all state and local codes necessary for operation of the mobile lab. The hospital is also responsible for the connection system, pad and any costs associated with craning the mobile lab into place, if required.

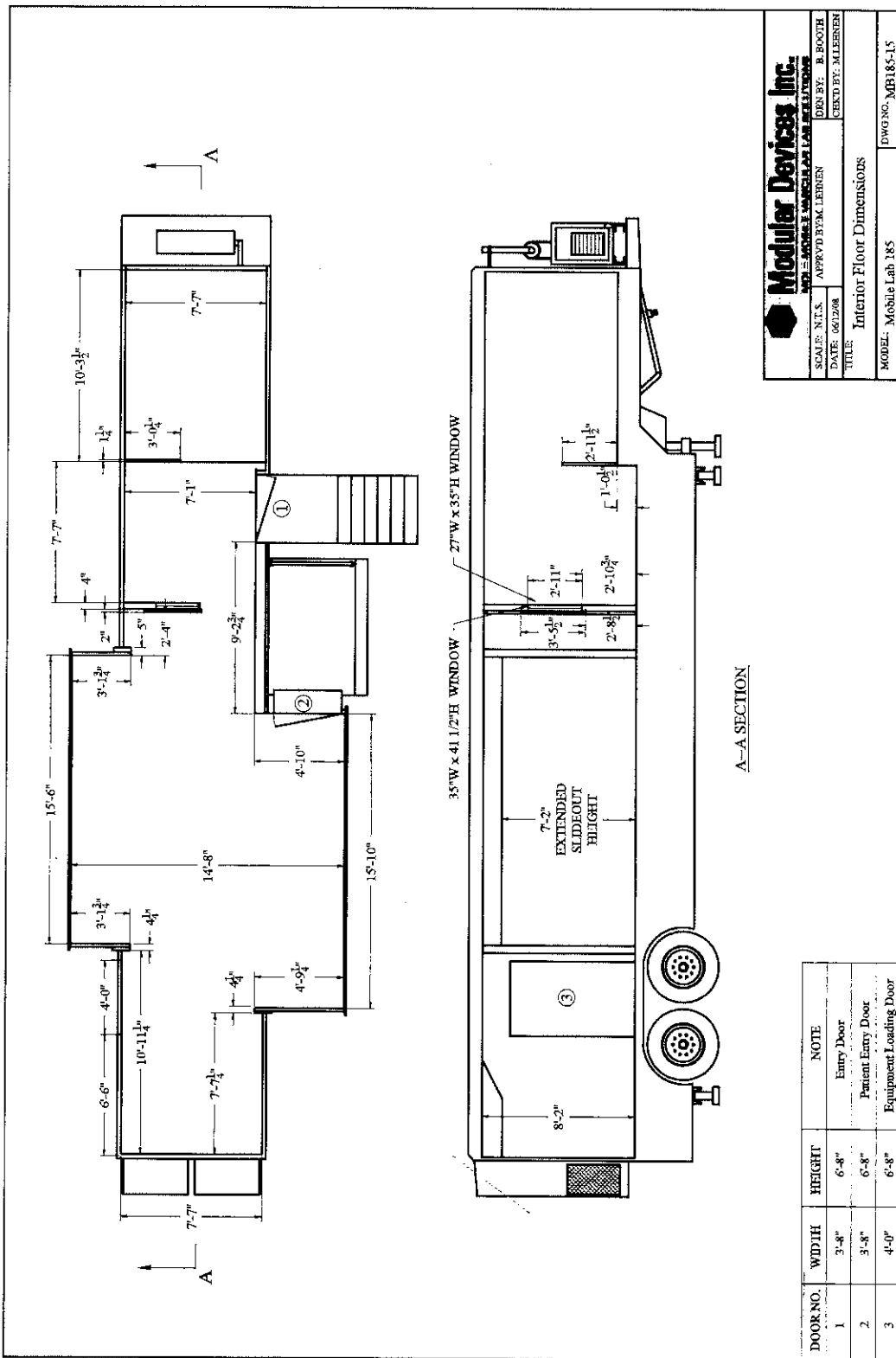
Site Planning Guide - Mobile Lab 185 - Exhibit "B"

Figure 1: Floor Plan



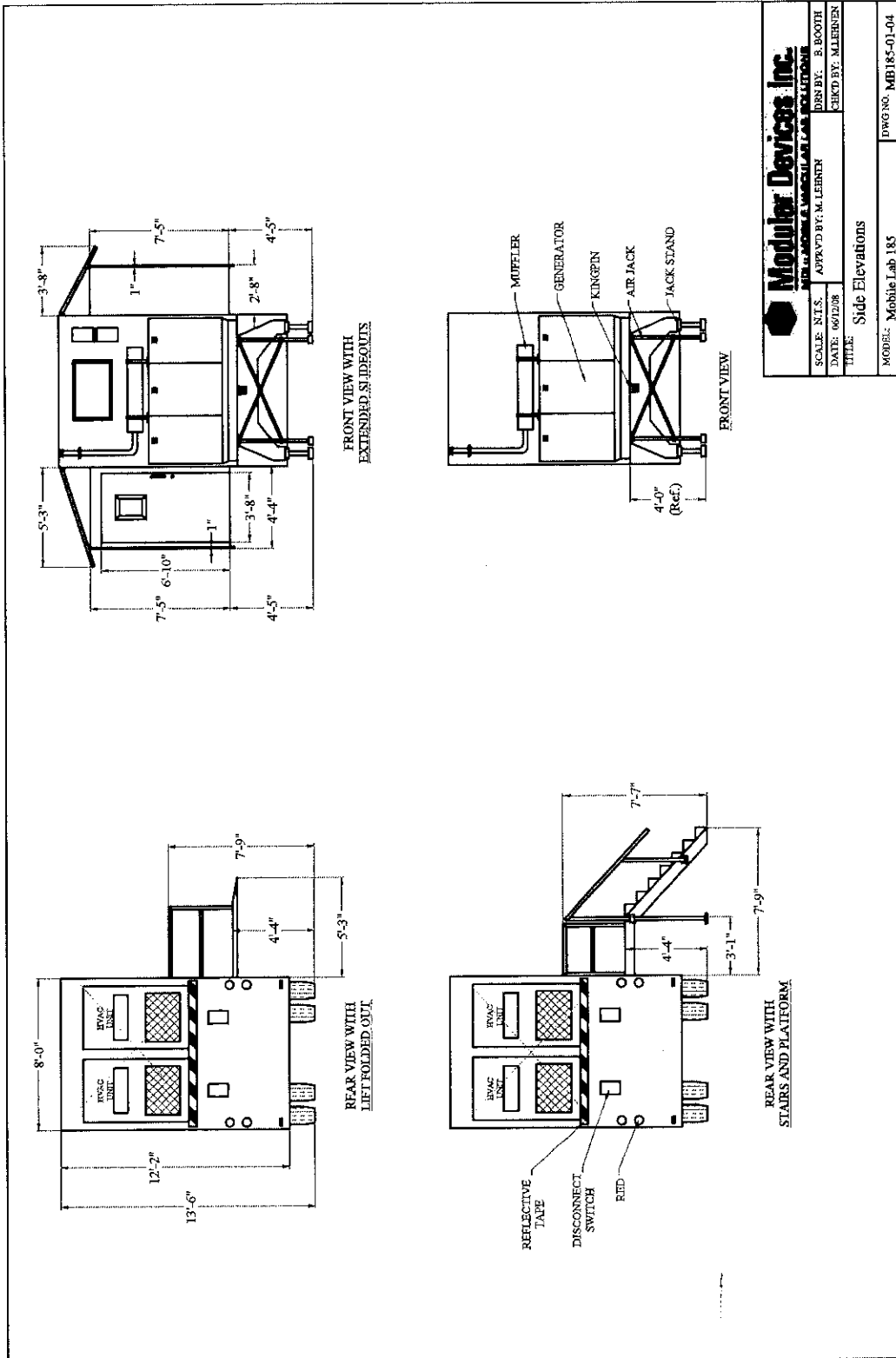
Site Planning Guide - Mobile Lab 185 - Exhibit "B"

Figure 2: Interior Floor Dimensions



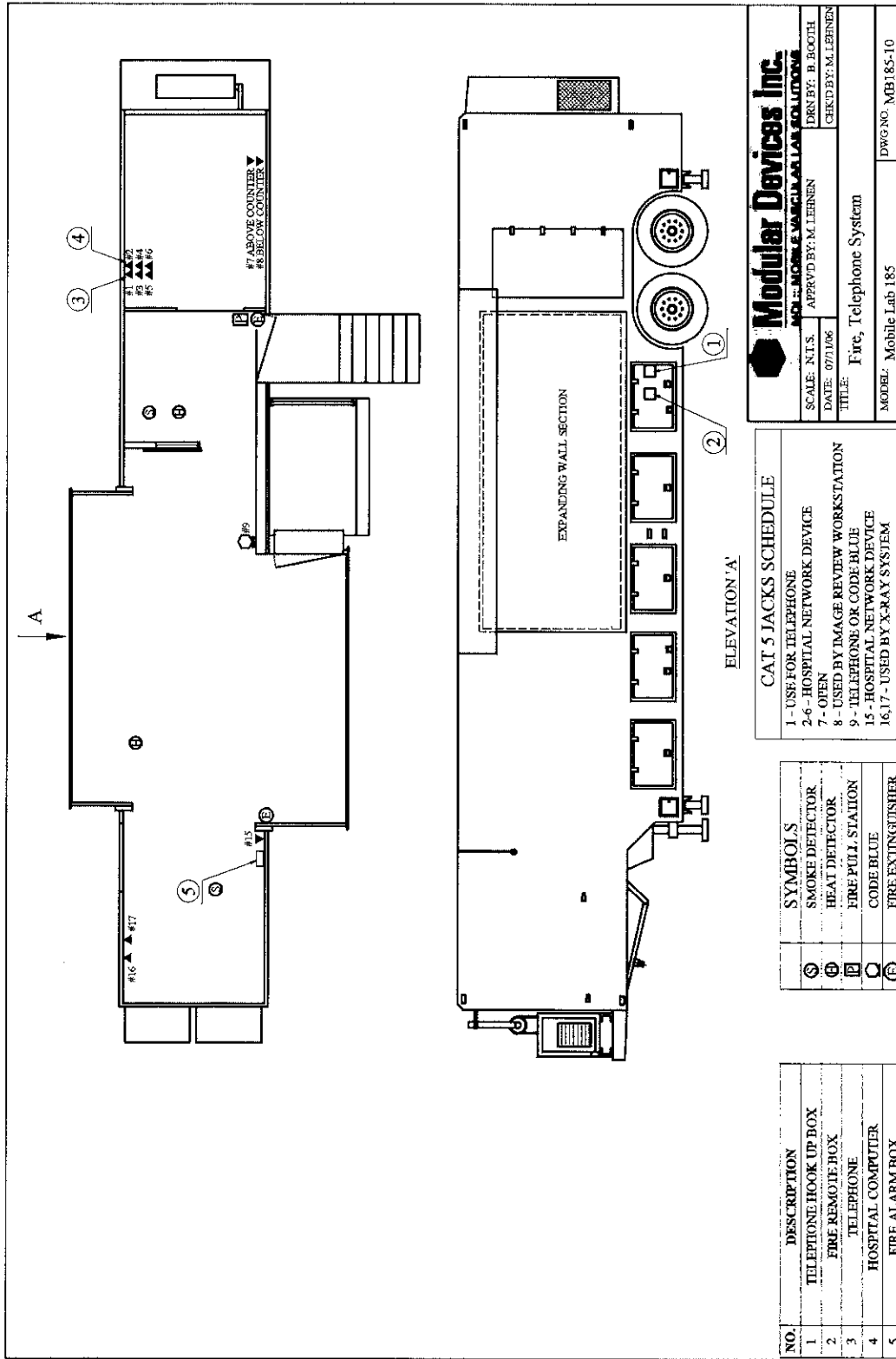
Site Planning Guide - Mobile Lab 185 - Exhibit "B"

Figure 3: Side Elevations



Site Planning Guide - Mobile Lab 185 - Exhibit "B"

Figure 6: Fire, Telephone, Data Plan



Modular Devices Inc.
 NO. 1 - MOBILE VASCULAR LAB SOLUTIONS
 SCALE: N.T.S. DRAWN BY: B. BOOTH
 DATE: 07/1/06 APPROVED BY: M. LEHREN CHECKED BY: M. LEHREN
 TITLE: Fire, Telephone System
 MODEL: Mobile Lab 185 DWG. NO. MB185-10

CAT 5 JACKS SCHEDULE

1 - USE FOR TELEPHONE
 2-6 - HOSPITAL NETWORK DEVICE
 7 - OPEN
 8 - USED BY IMAGE REVIEW WORKSTATION
 9 - TELEPHONE OR CODE BLUE
 15 - HOSPITAL NETWORK DEVICE
 16,17 - USED BY X-RAY SYSTEM

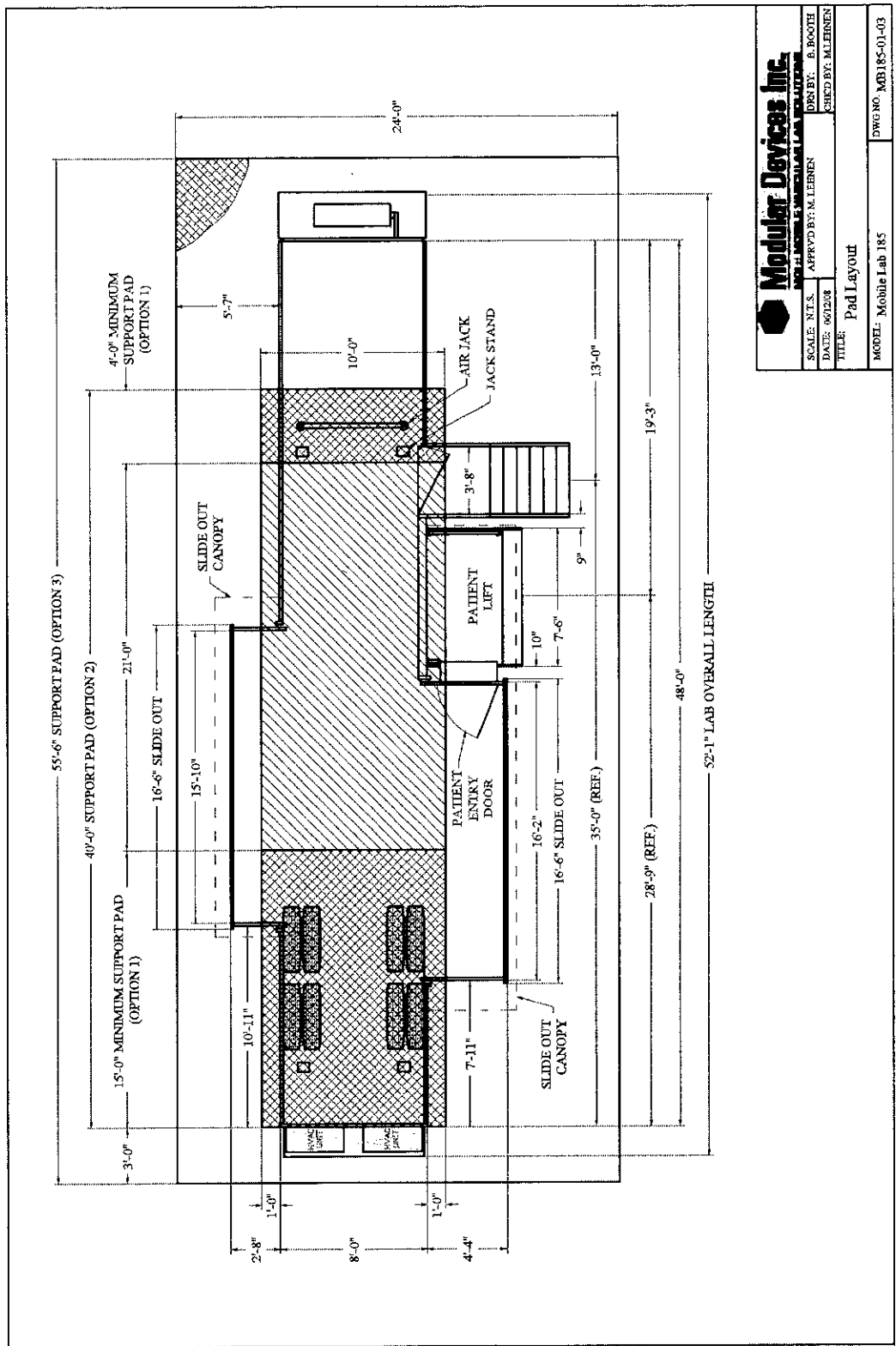
SYMBOLS

☉	SMOKE DETECTOR
⊕	HEAT DETECTOR
⊞	FIRE PULL STATION
⊞	CODE BLUE
⊞	FIRE EXTINGUISHER

NO.	DESCRIPTION
1	TELEPHONE HOOK UP BOX
2	FIRE REMOVAL BOX
3	TELEPHONE
4	HOSPITAL COMPUTER
5	FIRE ALARM BOX

Site Planning Guide - Mobile Lab 185 - Exhibit "B"

Figure 7: Pad Layout



Modular Devices Inc.	
1000 W. 10th St. - Suite 100 - Lincoln, NE 68502	
SCALE: N.T.S.	DESIGNED BY: B. BOOTH
DATE: 06/2008	CHECKED BY: M. LERNER
TITLE: Pad Layout	
MODEL: Mobile Lab 185	
DWG NO. MBI185-01-03	

Equipment List - Lab 48

Exhibit "A"

Equipment Overview	Imaging: Siemens MAGNETOM Avanto 1.5T MRI Injector: Medrad Solaris Injector
---------------------------	--

◆ MRI Imaging System

Siemens MAGNETOM Avanto 1.5T MRI System

For ultra-fast image acquisition. For a dramatic reduction in acoustic noise without compromising gradient performance. For the most comprehensive application range available today. For fast return of investment. For truly seamless workflow automation.

MAGNETOM Avanto gives you total flexibility, with innovative applications for each part of the body. And only Tim seamlessly scans up to 205 cm with no patient repositioning or coil changes. For true whole-body functionality.

Clinical perspective:

- Exceptional magnet homogeneity for excellent fat saturation
- Large 50 cm Field of View
- Strong gradients for high resolution and short scan times
- Unparalleled flexibility, accuracy, and speed – thanks to Tim
- Broad range of dedicated applications

Product Description:

- Magnetom Avanto 1.5T Syngo System
- Ultra Short 150 cm long, whole body superconductive 1.5T Magnet
- Magnetom Avanto Digital Radio Frequency System
- Syngo MR Software, Level B13
- Q-engine Gradient System with Audio Comfort – Max gradient amplitude of 30 mT/m, max slew rate 125 T/m/s
- 76 X 18 Q-engine. 76 elements and 18 independent RF channels
- Inline diffusion
- BLADE
- CISS & DESS – 3D DESS
- 3D CISS
- Standard Matrix Table
- Arm Rest for MR H/S
- PMU Wireless Physio Control
- TIM – Total Imaging Matrix
- TIM (76x18) Q Engine – 76 simultaneously connected coil elements with 18 independent RF channels

Patient perspective:

- Shorter-than-ever exam times with iPAT
- Up to 97% acoustic noise reduction with AudioComfort
- Feet-first examinations with Tim
- No patient repositioning with Tim
- Ultra-lightweight coils with Tim (Body Matrix 950 g only)
- Highest level of diagnostic confidence

Coils to include:

- Head Matrix Coil (12 Element design)
- Spine Matrix Coil
- Neck Matrix Coil (4 Element design)
- Body Matrix Coil (6 Element design)
- CP Flex Coil – Large
- CP Flex Coil – Small
- CP Extremity Coil
- Shoulder Array Coil

Total Imaging Matrix Application Suites

- Neuro Suite
- Angio Cardiac Suite
- Cardiac Suite
- Body Suite
- Onco Suite
- Ortho Suite
- Pediatric Suite
- Breast Suite
- Scientific Suite

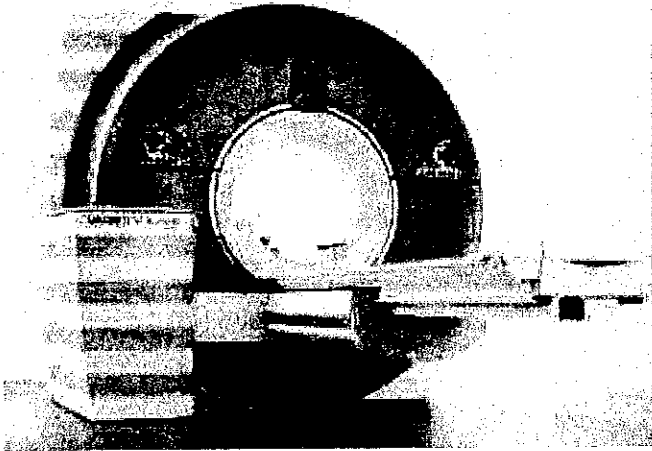
Kodak DryView 8150 Laser Imager



Modular Devices Inc.

MDI :: MOBILE INTERIM LAB SOLUTIONS

Equipment List - Lab 48 Exhibit "A"



Fat saturation
 MAGNETOM Avanto excels in cardiac MRI. With strong gradients, superb Parallel Imaging with syngo GRAPPA, and high magnet homogeneity. Everything desired for heart MRI.



Large FoV
 50 cm Field of View provides a perfect view of pathologies.



Perfusion MRI
 With strong gradients, MAGNETOM Avanto delivers excellent temporal and spatial resolution.

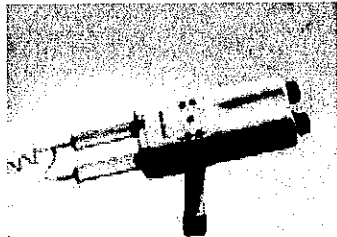
● Contrast Injection System

Medrad Solaris MRI Contrast Injector



Features ease-of-use and reliability:

- Designed for use in all MR Scanner field strengths up to and including 3.0T
- Optimized color touch-screen
- User-programmable phases for added flexibility
- Independent Keep Vein Open (KVO) allows more time to focus on the patient
- Fiber optic technology enables direct, reliable communication
- Longer battery life with increased capacity

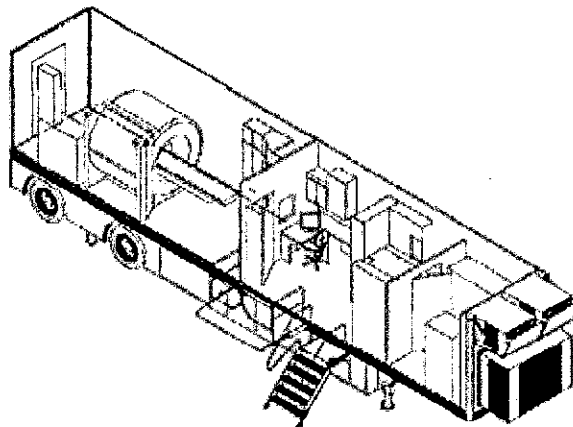




SITE PLANNING GUIDE

48' MOBILE MRI SYSTEM
AVANTO
(Transportable at Field)

Manufactured by
MEDICAL COACHES, INCORPORATED



Proper site preparation for special-purpose mobile units is critical to their successful operation. This guide has been assembled to provide you with detailed site planning and preparation data specifically for the SIEMENS MRI System installed in a Medical Coaches Mobile Unit.

The information compiled and provided should be sufficient to cover most site planning requirements. If additional questions do arise, please contact Medical Coaches directly. See page 1.

Medical Coaches continues to learn from our valued customers. We invite your comments and suggestions on any improvements to this document, and sincerely appreciate your past contributions.

The confidential information contained herein is the property of Medical Coaches, Inc. and may only be used by our customers.

EXHIBIT C - MOBILE MRI LAB

SITE PLANNING GUIDE REVISION SHEET

48' Mobile MRI System
Avanto

<u>COVER REV</u>	<u>PAGE NO.</u>	<u>DESCRIPTION OF CHANGE:</u>	<u>Unit & Date</u>
-	ALL	INITIAL RELEASE	6/7/04
A	8, 11 & 12	Changed Sales Drawing D20250 was D13262 also inserted 6385 revised Magnetic Field Level Grid, Ref D13265 Sheet 1, also revised D13263 Drawing to Rev. A	1/4/05 6385 +
B	5 13	In Section 4.0 Phone and Data service. Rewrote sections covering Phone Lines #1, #2 & line specifically for Siemens remote diagnostics circuit. Also added description of Line #1 & Line #2 also Data #1, Data #2 & Data #3. Also Revised Drawing D20250 To Rev. A	7/10/05 6392 +
C	13	Revised drawing D20250 To Rev. B removed film viewer and changed cabinet to double doors.	6395 +
	11 & 12	Changed drawing on page #12 to D20500 showing Fringe Field Depiction, was D13265 Sheet 1 and also the section under 7.0 Magnetic Shielding was rewritten to describe Fringe Field Depiction in place of the grid method.	
D	3	Changer Voltage Variation in section 2.1 +/- 10% was +/-6%.	6397 +
E	3	Added (150 amps if Symphony is installed) in section 2.1	Symphony + Trailers
F	15	Revised Lettering Guide Drawing D13261 to Rev. B	6398+ 1/31/06

Table of Contents

1.0. SUPPORT PAD REQUIREMENTS: 1

 1.1. MOBILE MRI TRAILER RECOMMENDED SUPPORT PAD..... 1

 1.2. SUPPORT PAD DEPTH: 1

 1.3. SUPPORT PAD LEVELNESS: 1

 1.4. RECOMMENDED SERVICE PAD DIMENSIONS: 1

 1.5. ATTACHING TO BUILDING: 1

 Pad Requirements Drawing D11865 2

2.0. CUSTOMER POWER REQUIREMENTS:..... 3

 2.1. ELECTRICAL SERVICE: 3

 2.2. CONFIGURATION: 3

 2.3. FREQUENCY: 3

 2.4. SHORELINE CABLE: 3

 2.5. CUSTOMER RECEPTACLE: 3

 Site Electrical Drawing B10581 4

3.0. WATER SUPPLY REQUIREMENTS: 5

 3.1. TRAILER: 5

 3.2. COLD WATER PROTECTION: 5

4.0. TELEPHONE AND DATA SERVICE: 5

 4.1. PHONE LINES: 5

 4.2. DATA LINES (RJ45 RECEPTACLES): 5

 4.3. PHONE AND DATA CONNECTION CABLES 6

 4.4. SITE REQUIREMENTS: 6

 Phone Lines 6

 Data Lines 6

 Exterior Views Drawing D13260 7

5.0. SITE CLEARANCE REQUIREMENTS: 8

 5.1. MOBILE UNIT CLEARANCE REQUIREMENTS: 8

 5.2. SWING DIMENSIONS OF DOORS: 8

 5.3. OFF-TRACKING OF UNIT: 8

 Exterior Clearances Drawing D13263 9

 Trailer Turning Radius D11536..... 10

6.0 REGULATIONS: 11

7.0 MAGNETIC SHIELDING: 11

 Fringe Field Depiction Drawing D20500 12

 Interior Views Drawing 20250 13

 Lettering Guide Drawing D13261 14

1.0. SUPPORT PAD REQUIREMENTS:

The following is a list of recommendations and requirements for a concrete support pad.

1.1. *MOBILE MRI TRAILER RECOMMENDED SUPPORT PAD*

A full pad measuring 43' long by 10' wide should be located as shown on the drawing on page 2. Minimum support pads (cross-hatched area on drawing) are also shown. The minimum pads are not recommended because they may not accommodate future mobile systems servicing the site.

1.2. *SUPPORT PAD DEPTH:*

Recommendations for length and width of pad are given above. However, the depth should be determined by a local contractor based upon weight distribution information given on drawing on page 2 and existing site conditions. If ferrous rebar is to be used in concrete pad, contact Siemens or Medical Coaches, Inc. about field setup specifications.

1.3. *SUPPORT PAD LEVELNESS:*

The SIEMENS' Mobile MRI System requires that the support pads be LEVEL FOR PROPER OPERATION. Pad must not exceed 0.25" deviation in 10' 0".

NOTE: A local licensed engineer or architect should determine actual site design. Site design is the responsibility of the purchaser or end users!

CAUTION!

STRICT ATTENTION MUST BE PAID TO PAD LEVELNESS! FAILURE TO SUPPLY LEVEL PAD CAN CAUSE DIFFICULTIES IN MRI SYSTEM OPERATION.

1.4. *RECOMMENDED SERVICE PAD DIMENSIONS:*

A service pad measuring 20 feet by 54 feet should be located as shown on the drawing on page 2 for ease of service access (dotted line on drawing).

1.5. *ATTACHING TO BUILDING:*

If using a dock seal or similar inflatable seal to attach the Mobile Unit to a building, pages 2 and 9 can be used as guides.

If you require assistance, please contact us directly.

TEL 607-432-1333 or FAX 607-432-8190

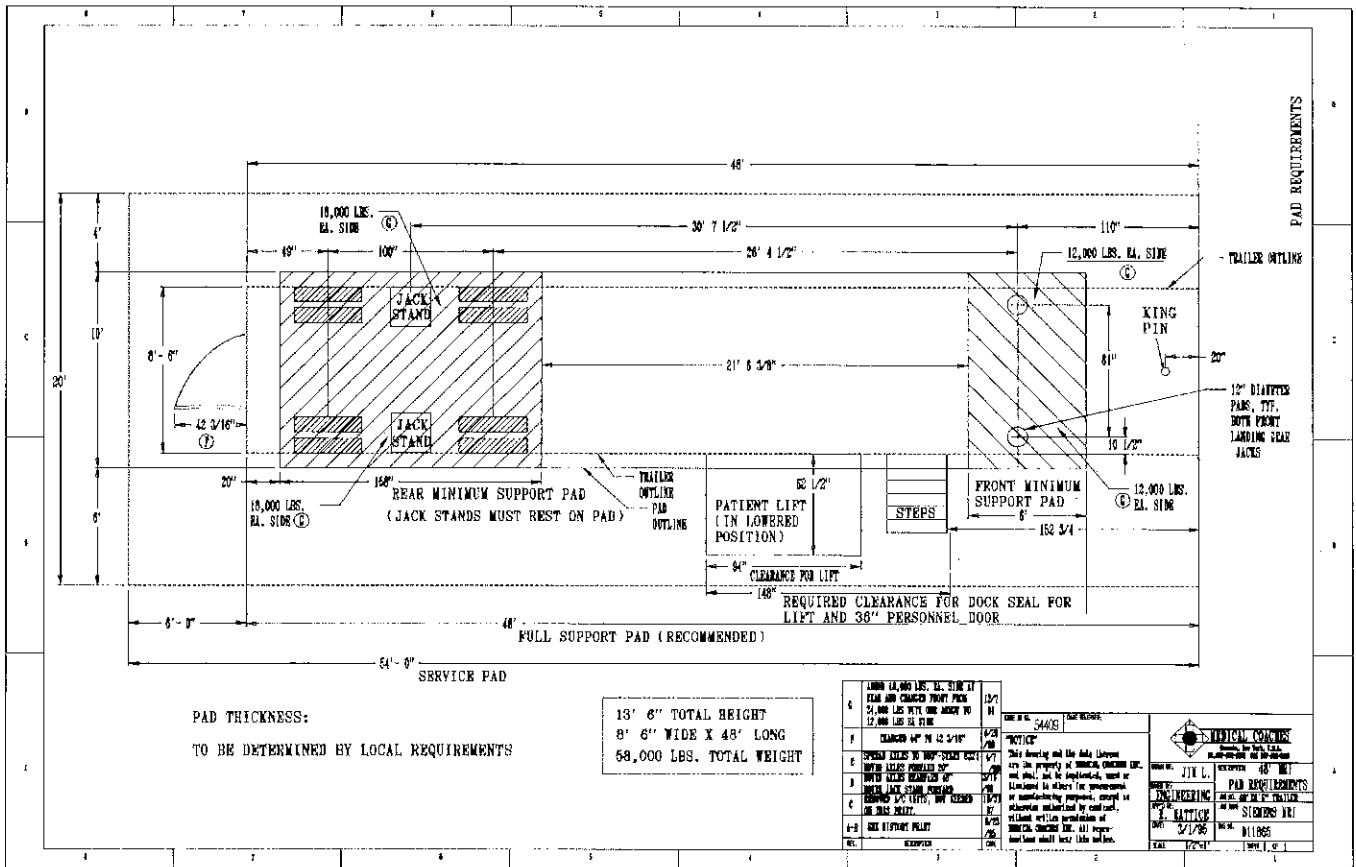
Len Marsh, Extension 108
Executive Vice President,
Chief Operating Officer, and
MRI Sales Manager

Paul Kankiewicz, Extension 101
Division Manager,
Technical Support Division

R. E. Mattice, Extension 123
Vice President of Engineering and Chief Engineer

EXHIBIT C - MOBILE MRI LAB

Pad Requirements Drawing D11865



2.0. CUSTOMER POWER REQUIREMENTS:

A single electrical power source is required for operation of the Mobile Siemens MRI System.

2.1. *ELECTRICAL SERVICE:*

480 VOLT, AC, 3-phase, fused 200 amps (150 amps if Symphony is installed). Maximum allowable line voltage variation is +/- 10 percent (432-528 VAC). Phase Balance should be with 2%. See page 11 for regulations.

2.2. *CONFIGURATION:*

Three-phase Delta or WYE connection with ground.

2.3. *FREQUENCY:*

60 hertz +/- 0.5 hertz.

2.4. *SHORELINE CABLE:*

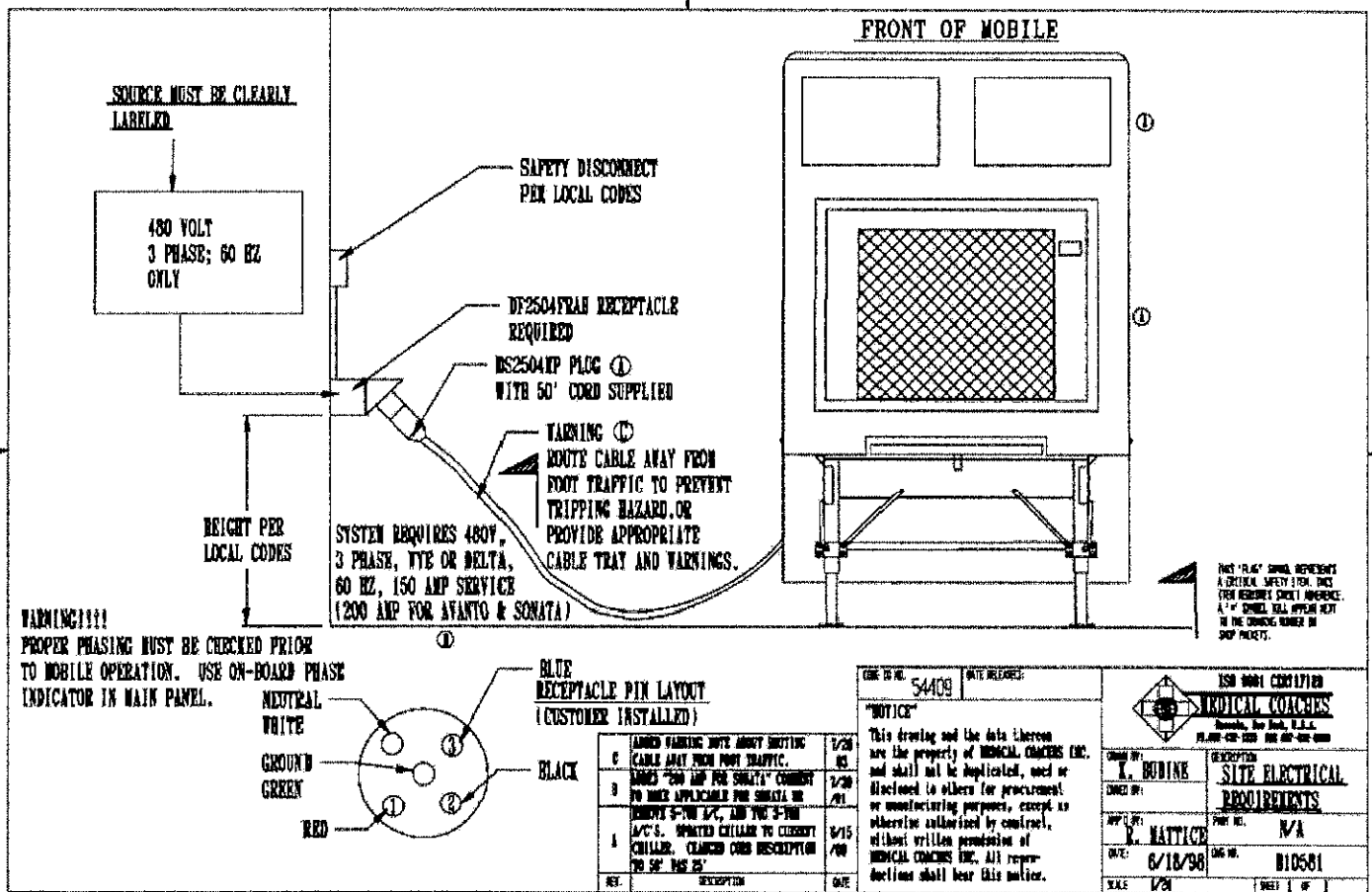
A 50 foot shoreline wired directly to trailer is provided for connecting the mobile unit to hospital power. The shoreline is located in the rear skirt compartment and may be drawn from either side of the trailer. The end has a Russell-Stoll DS2504MP to mate with the site receptacle.

2.5. *CUSTOMER RECEPTACLE:*

The facility must have the matching receptacle as specified by the drawing on page 4, customer must supply this receptacle. This receptacle is a Russell-Stoll DF2504FRAB, and is not provided with the trailer.

EXHIBIT C - MOBILE MRI LAB

Site Electrical Drawing B10581



3.0. WATER SUPPLY REQUIREMENTS:

Only a 3/4-inch cold water garden hose is required. This unit can be operated either with water line connected and pressurized or disconnected, providing tank is refilled as needed. Connection is located in rear curbside compartment next to tank.

3.1. *TRAILER:*

The water fill connection is in the curbside rear compartment. A special opening is provided in the bottom of the compartment.

3.2. *COLD WATER PROTECTION:*

All on-board tanks and lines are weather protected. The site must provide for weather-protected supply line to prevent freeze up.

4.0. TELEPHONE AND DATA SERVICE:

This mobile system is supplied with one (1) telephone handset; three (3) phone lines (Line 1, Line 2 and Remote Diagnostic line); and three (3) data lines (Data 1, Data 2, and Data 3).

4.1. *PHONE LINES:*

Two (2) marine-grade Hubbell PH6595 inlet receptacles are located in the front curbside compartment. These receptacles are labeled "Line 1" and "Line 2".

- Line 1 serves the Control Room main work station and the wall-mounted receptacle is located above the countertop.
- Line 2 serves the Control Room auxiliary work station and the wall-mounted receptacle is located above the countertop.

A third marine grade Hubbell PH6595 inlet receptacle is located in the front curbside compartment. This receptacle is labeled "Remote Diags".

- Remote Diags serves as the remote diagnostics circuit for the exclusive use of Siemens Medical Systems USA, Inc. personnel and the wall-mounted receptacle is located under the countertop of the main work station in the Control Room.

4.2. *DATA LINES (RJ45 RECEPTACLES):*

Two (2) inlet receptacles are located in the front curbside compartment. These receptacles are labeled "Data 1" and "Data 2"

- Data 1 serves the Control Room main work station and the wall-mounted receptacle is located above the countertop.
- Data 2 also serves the Control Room main work station and the wall-mounted receptacle is located below the countertop.

A third data 3 line is provided for data transfer between the Control Room main and auxiliary work stations. The receptacles for this line are both located below the respective countertops and are both labeled "Data 3".

4.3 *PHONE AND DATA CONNECTION CABLES:*

Two 50 foot connecting phone cables with Hubbell PH6599 receptacles at both ends are supplied for use with Line 1 and Line 2. These cables can be stored on the cord tender also provided and mounted on the inside of the front curbside compartment door,

No connection cables are provided for Data Lines or for the Diagnostic Line. These cables are the responsibility of the customer.

4.4 *SITE REQUIREMENTS:*

Phone Lines

Each phone line requires a Hubbell PH6597 weatherproof outlet mounted in a Hubbell PH6619 weatherproof box located within 50 feet of the mobile system.

Data Lines

Each data line requires a standard RJ45 connector mounted in a weatherproof box. Weatherproof data boxes should be located in the same general area as the phone weatherproof boxes.

5.0. SITE CLEARANCE REQUIREMENTS:**5.1. MOBILE UNIT CLEARANCE REQUIREMENTS:**

Refer to illustration on page 9 depicting clearance required around the mobile unit.

5.2. SWING DIMENSIONS OF DOORS:

Swing dimensions are shown for all compartment doors, entrance door and canopy door. Service access should be an additional 36 inches to all dimensions shown (indicated on D13025 on page 9). These dimensions must be considered when contemplating parking near a building or other obstruction. Patient and staff access and egress should also be convenient to the mobile unit site.

5.3. OFF-TRACKING OF UNIT:

Adequate and convenient access also must be provided for movement in and out of site by the mobile unit with proper attention paid to swing and turn radii. Sharp dips, curbs, bumps, and other road surface conditions can affect the mobile unit ground clearance and must be considered. See D11536 on page 10.

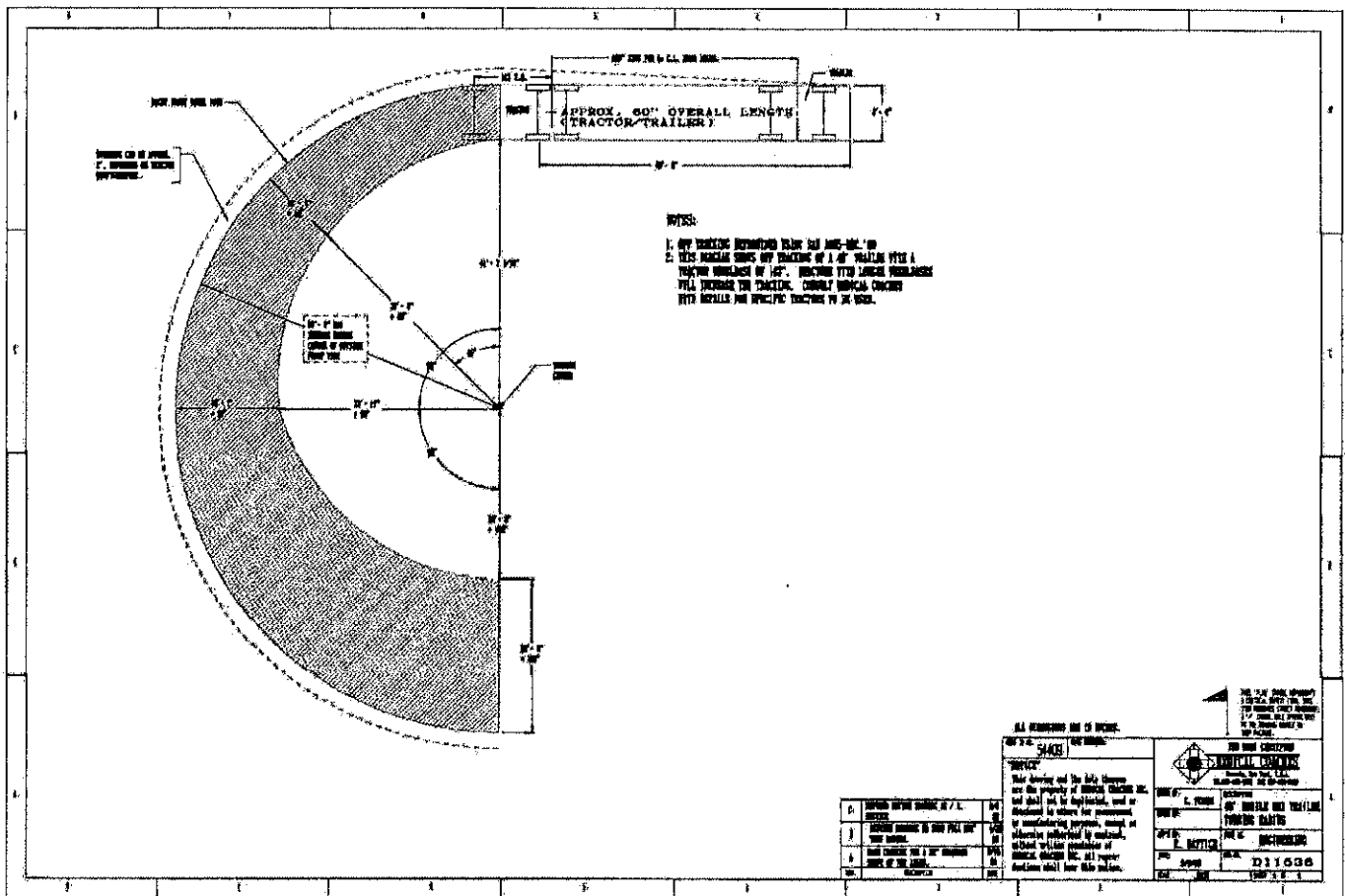
NOTES:

Lift compartment doors (center compartment on curbside, see page 7) are easily removable.

Special hinging arrangements are possible for the canopy. Please contact Medical Coaches if the standard arrangement is inconvenient.

EXHIBIT C - MOBILE MRI LAB

Trailer Turning Radius D11536



6.0 REGULATIONS:

This mobile unit has been designed to comply with Federal regulations in existence at time of manufacture. Local and State regulations may differ from site to site. It is the responsibility of each site to ensure that these regulations are met and encumber any costs associated with unique alterations or additional equipment required.

7.0 MAGNETIC SHIELDING:

Magnetic shielding is contained within the side walls of the mobile unit. This mobile unit can be transported "at field". See the Fringe Field Depiction Drawing D20500 for, fringe field depiction, as a result of magnetic shielding. The 5 gauss line is within 8" of the trailer exterior to a height of 8' above grade.

Extreme Caution must be followed when using or accessing the space above and below the trailer. This space is restricted for many uses and it is recommended to contact Siemens or Medical Coaches Inc. with specific questions about access to this space.

Image quality is directly related to stationary objects within a certain range of the magnet ISO center. For example, vehicle traffic, high power lines, etc. Contact Siemens for specific details.

EXHIBIT C - MOBILE MRI LAB

Fringe Field Depiction Drawing D20500

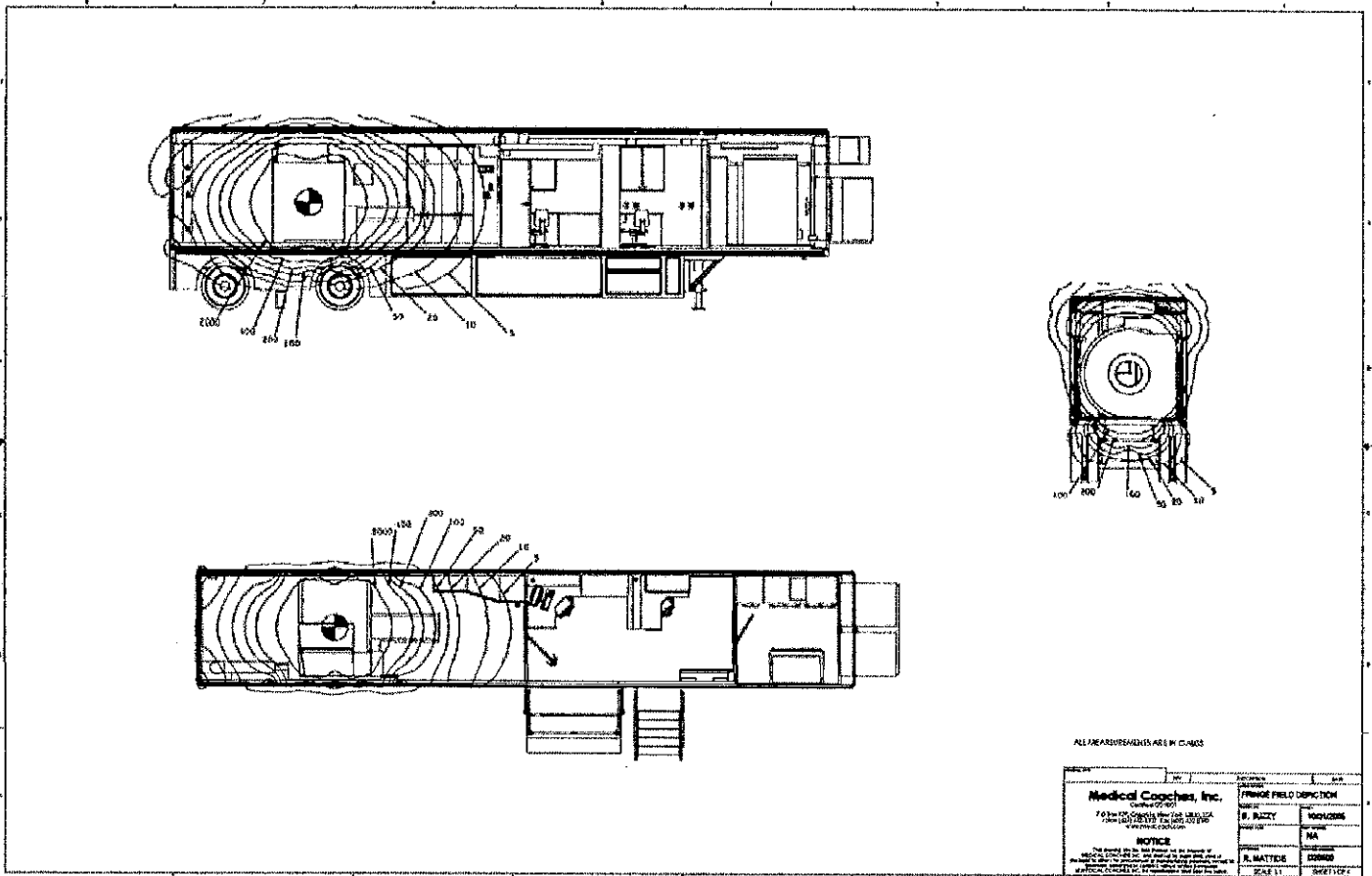
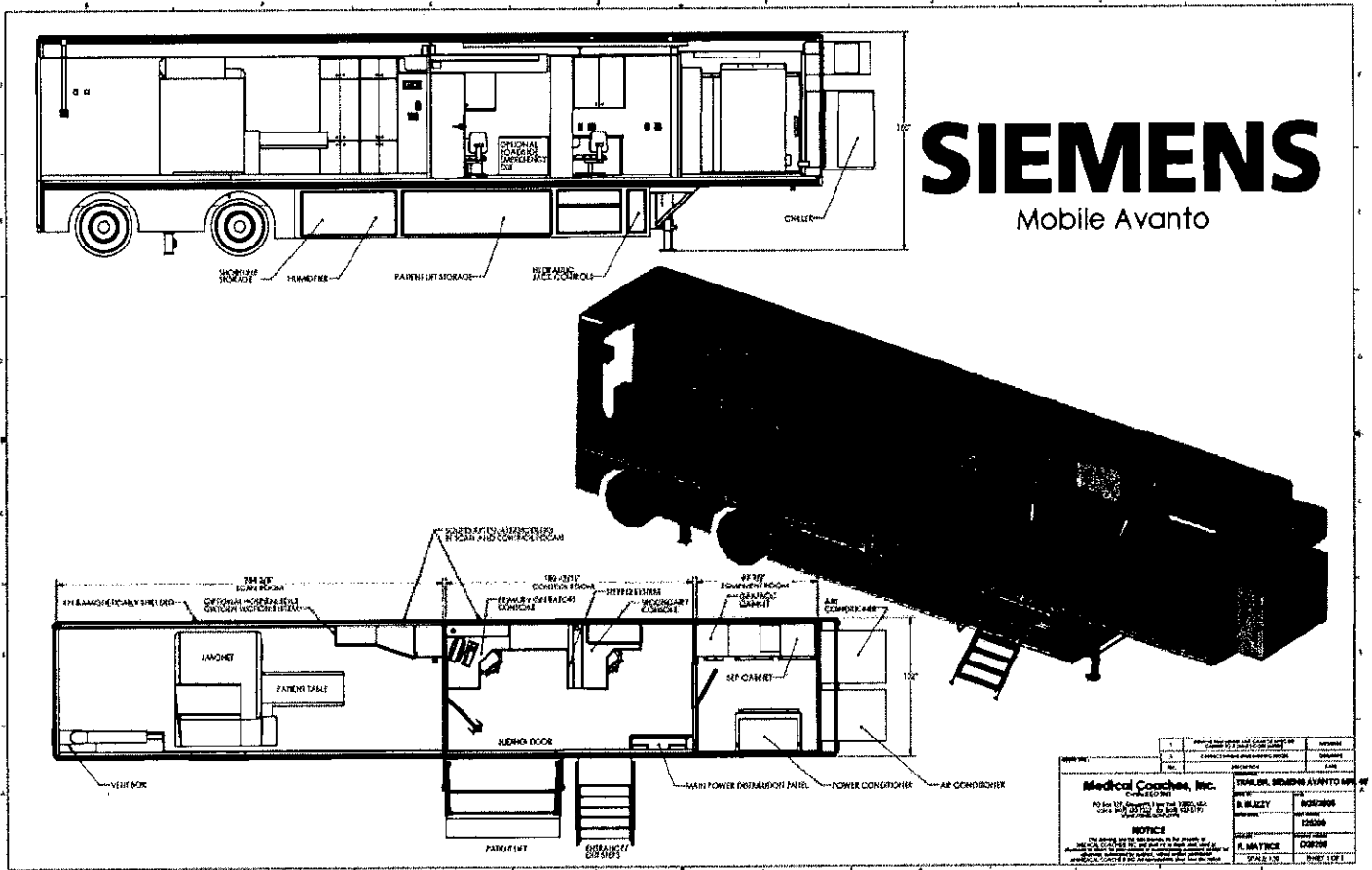


EXHIBIT C - MOBILE MRI LAB

Interior Views Drawing 20250



Medical Coaches, Inc. 1000 W. 10th Street, Suite 100 Lincoln, NE 68502 (402) 441-1111 FAX: (402) 441-1112 WWW.MEDICALCOACHES.COM		MODEL: SIEMENS AVANTO 400 PRICE: \$1,200,000 ORDER NO: 123456 DATE: 12/15/2024 SALES: 123456789
--	--	---

