



Addendum to Quotations

GE Healthcare

This Addendum to the Service Quotation referenced in the attached Exhibit A ("Addendum") is entered into as of June 1, 2018, by and between the County of Monterey on behalf of Natividad Medical Center with an address at 1441 Constitution Boulevard, Salinas, CA 93906 ("Customer") and GE Medical Systems Information Technologies, Inc. with an address at 9900 Innovation Drive, Wauwatosa, WI 53226 ("GE Healthcare") (collectively, the "parties").

WHEREAS, GE Healthcare has provided Customer with that certain Service Quotation identified and attached hereto as Exhibit A (the "Quotation") concerning GE Healthcare's desire to sell to Customer, and Customer's agreement to purchase from GE Healthcare, certain GE Healthcare products and/or services listed on each such Quotation in accordance with the terms and conditions identified and/or set forth on the Quotation (the "Agreement"); and

WHEREAS, the parties now desire to amend and/or supplement the Agreement in accordance with the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the premises and the representations and mutual undertakings hereinafter set forth, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to the foregoing and as follows:

1. The GE Healthcare Statement of Service Deliverables Software Support Agreement (SSA) attached hereto as Exhibit B are incorporated into this Agreement and shall apply to the Service Quotation.

2. The Quotation is amended by modifying the Payment Terms to read as follows:

"Net 30 from the date Customer's auditor receives the invoice, but no later than Net 40 from the date of the invoice."

3. Section 2 ("Term and Termination") of the GE Healthcare Services Terms and Conditions attached to the Quotation is amended by adding the following language:

"Customer's payments to GE Healthcare 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 Customer's purchase of the indicated quantity of services, then Customer may give written notice of this fact to GE Healthcare, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement."

4. Section 5 ("Warranty") is hereby deleted in its entirety and replaced with the following language:

"GE Healthcare represents and warrants: (i) the Services will be performed by properly qualified and trained individuals in a professional, workman-like manner; (ii) ; (iii) its performance under this Agreement shall at all times comply with all applicable federal, state and local laws and regulations; (iv) to the best of GE Healthcare's knowledge, Customer's permitted use of the Service\ provided hereunder shall not infringe the intellectual property rights of any third party; Additionally, in the event GE Healthcare provides any third party software to Customer in connection with this Agreement whether labeled as GE Healthcare software in GE Healthcare packaging or labeled as software of a third party in the third party's packaging (for purposes of this Section, the "Third Party Software"), GE Healthcare (a) will identify in writing all Third Party Software and provide copies of all available third party license agreements or terms applicable to Customer and (b) warrants that (x) it has the right to license any Third Party Software licensed to Customer under this Agreement, and (y) unless

specifically provided otherwise herein, Customer shall have no obligation to pay any third party any fees, royalties, or other payments for Customer's use of any Third Party Software in accordance with the terms of this Agreement. GE Healthcare will re-perform non-conforming Services as long as Customer provides prompt written notice to GE Healthcare. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, QUIET ENJOYMENT, OR TITLE/NONINFRINGEMENT AND ALL SUCH WARRANTIES ARE HEREBY SPECIFICALLY DISCLAIMED."

5. Section 15.1 ("Late Payment") of the GE Healthcare Service Terms and Conditions attached to the Quotation is amended by modifying such section to read as follows:

"Customer must raise payment disputes before the payment due date. For any undisputed late payment, GE Healthcare may: (i) suspend performance under this Agreement until all past due amounts are paid (provided, however, that GE Healthcare shall not suspend performance without providing Customer with 10 days' notice, during which Customer shall have the opportunity to cure); and (ii) use unapplied funds due to Customer to offset any of Customer's outstanding balance. If GE Healthcare suspends performance, any downtime will not be included in the calculation of any uptime commitment. If Customer fails to pay when due: (a) GE Healthcare may revoke its credit and designate Customer to be on credit hold; and (b) all subsequent shipments and Services must be paid in full on receipt."

6. Section 15.2 ("Taxes") of the GE Healthcare Service Terms and Conditions attached to the Service Quotation is amended by modifying such section to read as follows:

"Taxes included in the Quotation, if any, are an estimate and may not include sales tax, ("Taxes"). Customer shall be responsible for the payment of any such Taxes to GE Healthcare unless it otherwise timely provides GE Healthcare with a valid exemption certificate or direct pay permit. In the event GE Healthcare is assessed Taxes, interest or penalty by any taxing authority, Customer shall reimburse GE Healthcare for any such Taxes. GE Healthcare will not be responsible for any interest or penalties assessed because of Customer's failure to pay required taxes. At Customer's request, GE Healthcare will use commercially reasonable efforts to assist Customer in identifying what items on the Quotations are taxable."

7. Section 17.1 ("Confidentiality") of the GE Healthcare service Terms and Conditions of the Service Quotations is amended by adding the following language:

"If Customer is subject to State Open Records laws, it is not prohibited from complying with such laws if required to do so; however, Customer must only provide such information as is necessary to comply with the Open Records laws."

8. Section 16, including all subsections thereunder, ("Product Specific Service Terms") of the GE Healthcare Terms and Conditions is amended by deleting such section in its entirety due to its inapplicability.

9. Section 18.2 (Security) is amended by adding the following language:

"If access, whether remote or local, to Customer's systems, networks or computers ("Systems") is required in order for GE Healthcare to fulfill its obligations to Customer, Customer shall determine the nature and extent of such access. If Customer provides GE Healthcare with access to Customer's Systems, then (a) any and all information relating to such access shall be considered Customer Confidential Information and shall be subject to the obligations of confidentiality set forth in this Agreement, and (b) GE Healthcare shall use commercially reasonable efforts to comply with reasonable instructions from Customer related to such access. GE Healthcare shall not download, install or access any software application on Customer's Systems without Customer written permission. In the course of furnishing the Services, GE Healthcare shall not access, and shall not permit its personnel or entities within its control to access, Customer's systems or networks without Customer's express written authorization. Such written authorization may subsequently be revoked by Customer at any time in its

sole discretion. Further, any access shall be consistent with, and in no case exceed the scope of, any such authorization given by Customer. All Customer authorized connectivity or attempted connectivity to Customer's systems shall be only through Customer's security gateways and/or firewalls, and in conformity with applicable Customer security policies. GE Healthcare, its employees and its agents may be granted access to Customer facilities, and will use commercially reasonable efforts to comply with Customer's standard administrative and security requirements and policies provided to GE Healthcare, for the purpose of performing the Services. Access to Customer facilities shall be restricted to normal Customer business hours. Access to Customer facilities outside normal business hours must be approved in advance by Customer, which approval will not be unreasonably withheld. Notwithstanding anything to the contrary, GE Healthcare will not be responsible for any failure to meet its obligations under this Agreement, to the extent caused by, and Customer may be charged additional fees for services required because of, Customer's failure or refusal to allow GE Healthcare access to Customer's Systems."

10. The BAA between the parties referenced in Section 18.8.1 ("Protected Health Information") of the GE Healthcare Terms and Conditions is attached hereto as Exhibit C.

11. Insurance Requirements are attached hereto as Exhibit D and shall be binding throughout the Service End Date as stated on the Quotation.

12. Section 19.4 ("Limitation of Liability") is hereby deleted in its entirety and replaced with the following language: "EACH PARTY'S ENTIRE LIABILITY TO THE OTHER PARTY FOR DIRECT DAMAGES INCURRED FROM ANY CAUSE, REGARDLESS OF THE FORM OF ACTION, ARISING UNDER THIS AGREEMENT OR RELATED HERETO, WILL NOT EXCEED: (I) FOR PRODUCTS, THE PRICE FOR THE PRODUCT THAT IS THE BASIS FOR THE CLAIM; OR (II) FOR SERVICE OR SUBSCRIPTIONS, THE AMOUNT OF THE SERVICE OR SUBSCRIPTION FEES FOR THE 12 MONTHS IMMEDIATELY PRECEDING THE ACTION THAT IS THE BASIS FOR THE CLAIM. THIS LIMITATION OF LIABILITY WILL NOT APPLY TO GE HEALTHCARE'S DUTIES TO INDEMNIFY CUSTOMER IN ACCORDANCE WITH THIS AGREEMENT. THE LIMITATION OF LIABILITY WILL APPLY EVEN IF THE LIMITED REMEDIES FAIL OR THEIR ESSENTIAL PURPOSE."

13. Section 19.4 ("IP Indemnification") is hereby deleted in its entirety and replaced with the following language:

"GE Healthcare agrees to indemnify defend, and hold harmless Customer, its officers, agents and employees against any and all third party claims, penalties, fines, and expenses (including reasonable attorneys' fees) arising out of or resulting from any claim that the provision of Services to Customer or Customer's use of the Equipment or Software as contemplated hereunder infringes a third party's patent, copyright, trademark, trade secret or other intellectual property right. Customer shall give GE Healthcare prompt notice of any indemnified claims, permit GE Healthcare to control the defense and settlement of such claims, and reasonably cooperate with GE Healthcare in connection with the defense and settlement of such claims; provided, that any settlements that specifically apportion fault to Customer shall require prior approval by Customer. Customer may retain separate counsel at Customer's expense.

If the Services, Equipment, or Software become or are likely to become the subject of an infringement claim indemnified under this Section 19.4, then, in addition to the obligations above, GE Healthcare shall, at its option and in its sole discretion, either (a) promptly replace or modify the Services, Equipment, or Software without loss of material functionality or performance, to make them non-infringing or (b) promptly procure for Customer the right to continue using the Services, Equipment, or Software pursuant to this Agreement. Any costs associated with implementing either of the above alternatives will be borne by GE Healthcare. If GE Healthcare fails to provide one of the foregoing remedies within forty-five (45) days of notice of the claim, either party may terminate this Agreement and GE Healthcare shall refund to Customer the prorated portion of all pre-paid fees."

14. Section 19.5 ("Indemnification") is hereby deleted in its entirety and replaced with the following language:

"GE Healthcare shall indemnify, defend, and hold harmless Customer, including the County of Monterey ("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 GE Healthcare's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of Customer. "GE Healthcare's performance" includes GE Healthcare's action or inaction, and the action or inaction of GE Healthcare's officers, employees, agents and subcontractors. Customer shall give GE Healthcare prompt notice of any indemnified claims, permit GE Healthcare to control the defense and settlement of such claims, and reasonably cooperate with GE Healthcare in connection with the defense and settlement of such claims; provided, that any settlements that specifically apportion fault to Customer shall require prior approval by Customer."

15. Entire Agreement. In the event of any conflict between the terms and conditions of this Addendum on the one hand, and the Agreement on the other hand, the terms and conditions of this Addendum shall govern and control. Except as otherwise expressly provided in this Addendum, the parties agree that all provisions of the Agreement are hereby ratified and agreed to be in full force and effect and are incorporated herein by reference. This Addendum and the Agreement contain the entire agreement among the parties relating to the subject matter herein and all prior proposals, discussions and writings by and among the parties and relating to the subject matter herein are superseded hereby and thereby.

IN WITNESS WHEREOF, Customer and GE Healthcare have caused this Addendum to be executed by their duly authorized representatives as of the day and year first above written.

NATIVIDAD MEDICAL CENTER

GE HEALTHCARE

COUNTY OF MONTEREY ON BEHALF OF

NATIVIDAD MEDICAL CENTER

Signature: _____

Signature: Brian Bonn

Print Name: _____

Print Name: Brian Bonn

Title: _____

Title: Sr. MUSE Specialist

Date: _____

Date: April 30, 2018

*Reviewed and
approved as to
Form 5/1/18
Haley Saelter
Deputy County Counsel*

Reviewed as to fiscal provisions
[Signature]
County Controller
County of Monterey
5218

Exhibit A

Service Quotation

No.	Quotation No.	Date
1	37770 Rev 3	9/30/16

Please see attached.

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("BAA") effective July 1, 2017 ("Effective Date"), is entered into by and among between the County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center with an address at 1411 Constitution Blvd., Salinas, CA 93906 ("Covered Entity") and General Electric Company, through its division, GE Healthcare, ("Business Associate") (each a "Party" and collectively the "Parties").

RECITALS

A. WHEREAS, The Parties have entered into an agreement ("Services Agreement") under which the Business Associate provides certain Services (as defined below) for Covered Entity that involve the Use and Disclosure of Protected Health Information ("PHI") that is created, received, transmitted, or maintained by Business Associate for or on behalf of Covered Entity.

B. WHEREAS, The Parties are committed to complying with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended by the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), and their implementing regulations, including the Standards for the Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Part 164, Subparts A and E (the "Privacy Rule"), the Breach Notification Standards, 45 C.F.R. Part 160 and 164 subparts A and D (the "Breach Notification Rule"), and the Security Standards, 45 C.F.R. Part 160 and Part 164, Subpart C (the "Security Rule"), (collectively "HIPAA"), all as amended from time to time. This BAA shall supplement and/or amend each of the Services Agreement only with respect to Business Associate's receipt, Use, Disclosure, and creation of PHI under the Services Agreement to allow both Parties to comply with HIPAA.

C. WHEREAS, The Parties are also committed to complying with the California Confidentiality Laws (defined below).

D. WHEREAS, The Privacy and Security Rules require Covered Entity and Business Associate to enter into a business associate agreement that meets certain requirements with respect to the Use and Disclosure of PHI. This BAA, sets forth the terms and conditions pursuant to which PHI, and, when applicable, Electronic Protected Health Information ("EPHI") shall be handled, in accordance with such requirement.

NOW THEREFORE, in consideration of the mutual promises below and the exchange of information pursuant to this BAA, the Parties agree as follows:

*Approved by the County of Monterey Board of Supervisors on 11/01/16
and revised on 12/09/16*

AGREEMENT

1. DEFINITIONS

1.1 All capitalized terms used in this BAA but not otherwise defined shall have the meaning set forth in the Privacy Rule, the Breach Notification Rule, or the Security Rule.

(a) “Breach” shall have the same meaning as “breach” as defined in 45 C.F.R. § 164.402 and shall mean the access, acquisition, Use, or Disclosure of PHI in a manner not permitted under the Privacy Rule that compromises the privacy or security of the PHI; the term “Breach” as used in this BAA shall also mean the unlawful or unauthorized access to, Use or Disclosure of a patient’s “medical information” as defined under Cal. Civil Code § 56.05(j), for which notification is required pursuant to Cal. Health & Safety Code 1280.15, or a “breach of the security of the system” under Cal. Civil Code §1798.29.

(b) “California Confidentiality Laws” shall mean the applicable laws of the State of California governing the confidentiality of PHI or Personal Information, including, but not limited to, the California Confidentiality of Medical Information Act (Cal. Civil Code §56, et seq.), the patient access law (Cal. Health & Safety Code §123100 et seq.), the HIV test result confidentiality law (Cal. Health & Safety Code §120975, et seq.), the Lanterman-Petris-Short Act (Cal. Welf. & Inst. Code §5328, et seq.), and the medical identity theft law (Cal. Civil Code 1798.29).

(b) “Protected Health Information” or “PHI” shall mean any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental 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; (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information that can be used to identify the individuals, and (iii) is provided by Covered Entity to Business Associate or created, maintained, received, or transmitted by Business Associate on Covered Entity’s behalf. **PHI includes EPHI.**

(c) “Services” shall mean the services for or functions on behalf of Covered Entity performed by Business Associate pursuant to a Services Agreement between Covered Entity and Business Associate to which this BAA applies.

(d) “EPHI” means PHI transmitted by or maintained in Electronic Media.

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and revised on 12/09/16*

2. **PERMITTED USES AND DISCLOSURES OF PHI**

In accordance with the terms of this BAA, Business Associate may:

- (a) Use or Disclose PHI to perform Services for, or on behalf of, Covered Entity, provided that such Use or Disclosure would not violate the Privacy or Security Rules, this BAA, or California Confidentiality Laws;
- (b) Use or Disclose PHI for the purposes authorized by this BAA, the Services Agreement or as otherwise Required by Law;
- (c) Use PHI to provide Data Aggregation Services for the Health Care Operations of Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B);
- (d) Use PHI if necessary for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate as permitted by 45 C.F.R. § 164.504(e)(4)(i);
- (e) Disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate as permitted under 45 C.F.R. § 164.504(e)(4)(ii), provided that Disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is Disclosed that it will remain confidential and be Used or further Disclosed only as Required by Law or for the purpose for which it was Disclosed to the person, and that such person will notify the Business Associate of any instances of which such person is aware that the confidentiality of the information has been breached;
- (f) Use PHI to report violations of law to appropriate Federal and state authorities, consistent with 45 C.F.R. § 164.502(j)(1); and
- (g) De-identify any PHI obtained by Business Associate under this BAA in accordance with 45 C.F.R. § 164.514 and Use or Disclose such de-identified information only as required to provide Services pursuant to the a Services Agreement between the Parties or to satisfy its obligations under this BAA.

3. **RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PHI**

3.1. Responsibilities of Business Associate. With regard to its Use and/or Disclosure of PHI, Business Associate shall:

- (a) Notify the Privacy Officer of Covered Entity, in writing, of: (i) any Use and/or Disclosure of the PHI that is not permitted or required by this BAA; (ii) any Security Incident of which Business Associate becomes aware; and (iii) any suspected Breach. With the exception of law enforcement delays that satisfy the requirements under 45 C.F.R. § 164.412 or as otherwise required by applicable State law, such notice shall be provided within five (5) business days of Business Associate's discovery of such unauthorized Access, acquisition, Use and/or Disclosure. Notwithstanding the foregoing,

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and revised on 12/09/16*

the Parties acknowledge the ongoing existence and occurrence of attempted but ineffective Security Incidents that are trivial in nature, such as pings and other broadcast service attacks, and unsuccessful log-in attempts. The Parties acknowledge and agree that this Section 3.1(a) constitutes notice by Business Associate to Covered Entity of such ineffective Security Incidents and no additional notification to Covered Entity of such ineffective Security Incidents is required, provided that no such Security Incident results in a Breach. A ransomware attack shall not be considered an ineffective Security Incident and shall be reported to Covered Entity, irrespective of whether such Security Incident results in a Breach. Business Associate shall to the extent practical, investigate each Security Incident or unauthorized Access, acquisition, Use, or Disclosure of PHI, or suspected Breach that it discovers and shall provide a summary of its investigation to Covered Entity, upon written request. If Business Associate or Covered Entity determines that such Security Incident or unauthorized Access, acquisition, Use, or Disclosure, or suspected Breach constitutes a Breach, then Business Associate shall comply with the requirements of Section 3.1(a)(i) below;

(i) Business Associate shall provide a supplemental written report in accordance with 45 C.F.R. § 164.410(c), which shall include, to the extent possible, the identification of each Individual whose PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, Used or Disclosed during the Breach, to Covered Entity without unreasonable delay, but no later than five (5) business days after discovery of the Breach;

(ii) Covered Entity shall have sole control over the timing and method of providing notification of such Breach to the affected individual(s), the appropriate government agencies, and, if applicable, the media;

(b) In consultation with the Covered Entity, Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of such improper Access, acquisition, Use, or Disclosure, Security Incident, or Breach. Business Associate shall take prompt corrective action, including any action required by applicable State or federal laws and regulations relating to such Security Incident or non-permitted Access, acquisition, Use, or Disclosure. In the event of a Breach of Unsecured PHI proximately caused by Business Associate for which HIPAA requires notice to be provided to individuals pursuant to 45 C.F.R. §§ 164.404 and 164.406, Business Associate shall be responsible for reimbursing Covered Entity for: (i) costs to print and mail the notification letters to affected individuals; (ii) media notification costs to the extent such media notification is required by applicable law; and (iii) costs for Covered Entity to set up a call center if Covered Entity reasonably determines that such is necessary to handle inquiries; and (iv) one (1) year of credit monitoring costs if Covered Entity reasonably determines that it is necessary to mitigate harm for affected individuals. Covered Entity shall provide Business Associate with documentation to support the reimbursement required pursuant to this Section 3.1(b). Covered Entity shall control the content and ensure that such notifications comply with the requirements of 45 C.F.R. §§ 164.404, 164.406 and 164.412. Business Associate shall not have any responsibility or obligation to

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and revised on 12/09/16*

(a) provide notice to HHS or any other government entity on behalf of the Covered Entity and/or (b) cover costs for any attorney's fees incurred by Covered Entity hereunder ;

(c) Implement reasonable and appropriate safeguards, including administrative, physical, and technical safeguards, to protect the Confidentiality, Integrity and Availability of EPHI that it receives, maintains, creates, or transmits to or on behalf of the Covered Entity and shall comply with the Security Rule to prevent Use and/or Disclosure of EPHI other than as provided for by this BAA;

(d) require each of its Subcontractors and agents that create, maintain, receive, Use, transmit or have Access to PHI to agree in writing to adhere to the same restrictions and conditions with respect to PHI that apply to Business Associate pursuant to this BAA;

(e) Make available all its internal practices, records and books, relating to the Use and/or Disclosure of PHI received from, created, maintained, or transmitted by Business Associate on behalf of Covered Entity to the Secretary of the Department of Health and Human Services ("Secretary") in a time and manner designated by the Secretary for purposes of determining Covered Entity's or Business Associate's compliance with the Privacy Rule.

(f) Document Disclosures of PHI and information related to such Disclosure and, within thirty (30) days of receiving a written request from Covered Entity, provide to Covered Entity such information as is requested by Covered Entity to permit Covered Entity to respond to a request by an Individual for an accounting of the Disclosures of the Individual's PHI in accordance with 45 C.F.R. § 164.528. At a minimum, the Business Associate shall provide the Covered Entity with the following information: (i) the date of the Disclosure; (ii) the name of the entity or person who received the PHI, and if known, the address of such entity or person; (iii) a brief description of the PHI Disclosed; and (iv) a brief statement of the purpose of such Disclosure which includes an explanation of the basis for such Disclosure. In the event the request for an accounting is delivered directly to the Business Associate, the Business Associate shall, direct the Individual within twenty (20) days, of such request to contact the Covered Entity directly. The Business Associate shall implement an appropriate recordkeeping process to enable it to comply with the requirements of this Section;

(g) Subject to Section 4.4 below, return to Covered Entity within one hundred and twenty (120) days of the termination of this BAA, the PHI in its possession and retain no copies, including backup copies;

(h) Disclose to its Subcontractors or other third parties, and Use, or request from Covered Entity, only the minimum PHI necessary to perform or fulfill a specific function required or permitted hereunder;

(i) If all or any portion of the PHI is maintained in a Designated Record Set:

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and revised on 12/09/16*

(i) Upon receipt of ten (10) days' prior written request from Covered Entity, provide Access to the PHI to Covered Entity to meet a request by an Individual under 45 C.F.R. § 164.524. If Business Associate receives a request for Access to PHI directly from an Individual, Business Associate shall, within twenty (20) days of its receipt of such request, direct the Individual to contact Covered Entity directly; and

(ii) Upon receipt of ten (10) days' prior written request from Covered Entity, provide the Covered Entity such information for amendment and make any amendment(s) to the PHI that Covered Entity directs pursuant to 45 C.F.R. § 164.526. If Business Associate receives a request for amendment to PHI directly from an Individual, Business Associate shall, within twenty (20) days of its receipt of such request, direct the Individual to contact Covered Entity;

(j) To the extent that Business Associate carries out one or more of Covered Entity's obligations under the Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligations; and

(l) Unless prohibited by law, notify the Covered Entity within ten(10) business days of the Business Associate's receipt of any request or subpoena for PHI. To the extent that the Covered Entity decides to assume responsibility for challenging the validity of such request, the Business Associate shall, unless prohibited by law, reasonably cooperate with the Covered Entity in such challenge; and

(m) To the extent applicable and reasonably practicable, maintain policies and procedures materially in accordance with state Confidentiality Laws and industry standards designed to ensure the security and integrity of the Covered Entity's data and protect against threats or hazards to such security.

3.2 Business Associate Acknowledgment.

(a) Business Associate acknowledges that, as between the Business Associate and the Covered Entity, all PHI shall be and remain the sole property of the Covered Entity.

(b) Business Associate further acknowledges that it is obligated by law to comply, and that it shall comply, with HIPAA and the HITECH Act. Business Associate shall comply with all California Confidentiality Laws, to the extent that such state laws are not preempted by HIPAA or the HITECH Act and are applicable to Business Associate.

(c) Business Associate further acknowledges that Uses and Disclosures of protected health information must be consistent with NMC's privacy practices, as stated in NMC's Notice of Privacy Practices. The current Notice of Privacy Practices can be retrieved online at: <http://www.natividad.com/quality-and-safety/patient-privacy>.

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and revised on 12/09/16*

3.3 Responsibilities of Covered Entity. Covered Entity shall, with respect to Business Associate:

(a) Provide Business Associate in a timely manner and in writing, a copy of Covered Entity's notice of privacy practices ("Notice") currently in use;

(b) Notify Business Associate in writing of any changes to the Notice that Covered Entity provides to Individuals pursuant to 45 C.F.R. § 164.520, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI under this BAA;

(c) Notify Business Associate in writing of any changes in, or withdrawal of, the consent or authorization of an Individual regarding the Use or Disclosure of PHI provided to Covered Entity pursuant to 45 C.F.R. § 164.506 or § 164.508, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI under this BAA;

(d) Notify Business Associate in writing of any restrictions on Use and/or Disclosure of PHI as provided for in 45 C.F.R. § 164.522 agreed to by Covered Entity, to the extent that such restriction may affect Business Associate's Use or Disclosure of PHI under this BAA;

(e) Not request Business Associate to Use or Disclose PHI in any manner that would not be permissible under HIPAA if done directly by Covered Entity;

(f) Represents that, to the extent Covered Entity provides PHI to Business Associate, such PHI is the minimum necessary PHI for Business Associate to perform its obligations under the Service Agreement; and

(g) Represents that, to the extent Covered Entity provides PHI to Business Associate, Covered Entity has obtained the consents, authorizations and/or other forms of legal permission required under HIPAA and other applicable law.

4. TERM AND TERMINATION

4.1 Term. This BAA shall become effective on the Effective Date and shall continue in effect unless terminated as provided in this Section 4. Certain provisions and requirements of this BAA shall survive its expiration or other termination as set forth in Section 5 herein.

4.2 Termination. If either Party determines in good faith that the other Party has breached a material term of this BAA, the non-breaching Party shall provide the breaching Party with written notice of such breach in sufficient detail to enable the breaching Party to understand the specific nature of the breach. The non-breaching Party shall be entitled to terminate this BAA and any underlying Services Agreement associated with such breach if, after the non-breaching Party provides the notice to the breaching Party, the breaching Party fails to cure the breach within a reasonable time period of not

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less than thirty (30) days of breaching Party's receipt of written notice of such breach, provided, however, that such time period specified by the non-breaching Party shall be based on the nature of the breach involved.

4.3 Automatic Termination. This BAA shall automatically terminate without any further action of the Parties upon the termination or expiration of the Services Agreement.

4.4 Effect of Termination. Upon termination or expiration of the Services Agreement or this BAA for any reason, Business Associate shall return or destroy all PHI pursuant to 45 C.F.R. § 164.504(e)(2)(ii)(J) if, and to the extent that, it is feasible to do so. Prior to returning or destroying the PHI, Business Associate shall recover any PHI in the possession of its Subcontractors. To the extent it is not feasible for Business Associate to return or destroy any portion of the PHI, Business Associate shall provide Covered Entity with a statement that Business Associate has determined that it is infeasible to return or destroy all or some portion of the PHI in its possession or in possession of its Subcontractors. In such event, Business Associate shall: (i) retain only that PHI which is necessary for Business Associate to continue its proper management and administration or carry out its legal responsibilities; (ii) return to Covered Entity the remaining PHI that the Business Associate maintains in any form; (iii) continue to extend the protections of this BAA to the PHI for as long as Business Associate retains PHI; (iv) limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction of the PHI not feasible and subject to the same conditions as set out in Section 2 above, which applied prior to termination; and (v) return to Covered Entity the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

5. MISCELLANEOUS

5.1 Survival. The respective rights and obligations of Business Associate and Covered Entity under the provisions of Sections 4.4, 5.7, and 5.8, shall survive termination of this BAA until such time as the PHI is returned to Covered Entity or destroyed. In addition, Section 3.1(i) shall survive termination of this BAA, provided that the PHI being retained pursuant to Section 4.4 constitutes a Designated Record Set.

5.2 Amendments; Waiver. This BAA may not be modified or amended, except in a writing duly signed by authorized representatives of the Parties. To the extent that any relevant provision of HIPAA, the HITECH Act, or California Confidentiality Laws is materially amended in a manner that changes the obligations of the Parties, the Parties mutually agree to negotiate in good faith appropriate amendment(s) to this BAA to give effect to the revised obligations. Further, no provision of this BAA shall be waived, except in a writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.

5.3 No Third Party Beneficiaries. Nothing express or implied in this BAA is intended to confer, nor shall anything herein confer, upon any person other than the Parties

*Approved by the County of Monterey Board of Supervisors on 11/01/16
and revised on 12/09/16*

and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

5.4 Notices. Any notices to be given hereunder to a Party shall be made via U.S. Mail or express courier to such Party's address given below, and/or via facsimile to the facsimile telephone numbers listed below.

If to Business Associate, to:

GE Healthcare
Legal Compliance Department
Attn: Senior Privacy Counsel, USCAN Privacy Leader
9900 W. Innovation Drive
Wauwatosa, WI 53226
Email: GEHCBAA@ge.com

If to Covered Entity, to:

Natividad Medical Center
Attn: Compliance/Privacy Officer
1441 Constitution Blvd.
Salinas, CA 93906
Phone: 831-755-4111
Fax: 831-755-6254

Each Party named above may change its address and that of its representative for notice by the giving of notice thereof in the manner hereinabove provided. Such notice is effective upon receipt of notice, but receipt is deemed to occur on next business day if notice is sent by FedEx or other overnight delivery service.

5.5 Counterparts; Facsimiles. This BAA may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies hereof shall be deemed to be originals.

5.6 Relationship of Parties. Notwithstanding anything to the contrary in the Services Agreement, Business Associate is an independent contractor and not an agent of Covered Entity under this BAA. Business Associate has the sole right and obligation to supervise, manage, contract, direct, procure, perform, or cause to be performed all Business Associate obligations under this BAA.

5.7 Choice of Law; Interpretation. This BAA shall be governed by the laws of the State of California. Any ambiguities in this BAA shall be resolved in a manner that allows Covered Entity and Business Associate to comply with the Privacy Rule, the Security Rule, and the California Confidentiality Laws.

5.8 Indemnification. Business Associate shall indemnify, defend, and hold harmless the County of Monterey (the "County"), its officers, agents, and employees from

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any claim, liability, loss, injury, cost, expense, non-appealable penalty or damage, (including reasonable attorney's fees actually incurred, costs of judgments, settlements, and courts costs) incurred by the County with respect to any enforcement proceeding, or third party action, arising out of, or in connection with, a material violation of this BAA or a Breach that is attributable to an act or omission of Business Associate and/or its agents, members or employees, excepting only loss, injury, cost, expense, penalty or damage caused by the negligence or willful misconduct by the County. This provision is in addition to, and independent of, any indemnification provision in any related or other agreement between the Parties. NOTWITHSTANDING THE FOREGOING, UNDER NO CIRCUMSTANCES SHALL BUSINESS ASSOCIATE BE RESPONSIBLE FOR COSTS ASSOCIATED WITH REPUTATIONAL DAMAGES AND/OR LOSS OF PROFITS OF THE COVERED ENTITY.

5.9 Applicability of Terms. This BAA applies to all present and future Service Agreement and Business Associate relationships, written or unwritten, formal or informal, in which Business Associate creates, receives, transmits, or maintains any PHI for or on behalf of Covered Entity in any form whatsoever. This BAA shall automatically be incorporated in all subsequent agreements between Business Associate and Covered Entity involving the Use or Disclosure of PHI whether or not specifically referenced therein. In the event of any conflict or inconsistency between a provision of this BAA and a provision of any Service Agreement between Business Associate and Covered Entity, the provision of this BAA shall control to the extent necessary to allow the Parties to comply with HIPAA. Except as supplemented and/or amended by this BAA, the terms of a Service Agreement shall continue unchanged and shall apply with full force and effect to govern the matters addressed in the Service Agreement.

5.10 Insurance. Business Associate agrees to obtain and maintain insurance coverage in accordance with the Certificate of Insurance attached hereto as Schedule-A against all claims that may arise out of or result from the performance of its obligations under this BAA for which Business Associate may be legally liable, including coverage for security incidents and Breaches of unsecured PHI.

5.11 Legal Actions. To the extent reasonably practicable, promptly, but no later than fifteen (15) business days after notice thereof, Business Associate shall advise Covered Entity of any potential action, proceeding, regulatory or governmental orders or actions, or any material threat thereof that is against Business Associate and relates to Business Associate's obligations under HIPAA or may jeopardize this BAA, and of any facts and circumstances that may be pertinent to the prosecution or defense of any such potential legal action or proceeding, except to the extent prohibited by law.

5.12 Audit or Investigations. To the extent permitted by law, Business Associate shall promptly notify Covered Entity of any request for information by the Secretary related to compliance with HIPAA, the HITECH Act, or the California Confidentiality Laws.

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

*Approved by the County of Monterey Board of Supervisors on 11/01/16
and revised on 12/09/16*

BUSINESS ASSOCIATE

Digitally signed
by Craig Wilson
Date: 2018.03.30
12:40:24 -05'00'
By: 
Print Name Craig Wilson
Print Title Senior Counsel
Date: March 30, 2018

COVERED ENTITY

By: _____
Print Name: _____
Print Title: _____
Date: _____

*Approved by the County of Monterey Board of Supervisors on 11/01/16
and revised on 12/09/16*

Schedule-A



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/27/2016

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 Electric Insurance Company 75 Sam Fozzo Drive Beverly, MA 01915-1000		CONTACT NAME: Tracy Darrin PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:	
INSURED GE Healthcare, Wauwatosa, WI 9900 Innovation Drive Wauwatosa, WI 53226 United States		INSURER(S) AFFORDING COVERAGE INSURER A: Electric Insurance Company* NAIC # 21261 INSURER B: *A.M. Best: "A", FSC X as of 3/12/14 INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES		CERTIFICATE NUMBER: 167394		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.							
ITEM LTR	TYPE OF INSURANCE	ADOL INSR	SOBR WVO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER	X	X	GL 17-1	1/1/2017	1/1/2018	EACH OCCURRENCE \$ \$2,500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ \$50,000 MED EXP (Any one person) \$ \$10,000 PERSONAL & ADV INJURY \$ \$2,500,000 GENERAL AGGREGATE \$ \$5,000,000 PRODUCTS - COMP/OP AGG \$ Included in Gen Agg. \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS	X	X	ML 17-2	1/1/2017	1/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ \$2,500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ OCCUR ☒ CLAIMS-MADE DED \$ RETENTION \$	X	X	XS 17-1	1/1/2017	1/1/2018	EACH OCCURRENCE \$ \$2,500,000 AGGREGATE \$ \$5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY EMPLOYER'S PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC 17-1	1/1/2017	1/1/2018	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ \$2,500,000 E.L. DISEASE - EA EMPLOYEE \$ \$2,500,000 E.L. DISEASE - POLICY LIMIT \$ \$5,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Should any of the above referenced policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days prior written notice to the certificate holder, however failure to do so shall not impose any obligation or liability of any kind upon the Insurer affording coverage, or its agents or representatives. Subject to the insurance policy terms and conditions, the above referenced insurances shall contain a waiver of subrogation, but only to the extent required by the underlying written contract with the Named Insured that is in place prior to an "occurrence" giving rise to a loss.							

CERTIFICATE HOLDER	CANCELLATION
United States	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 <i>Tracy A. Darrin</i>

ACORD 25 (2014/01)

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GE Healthcare

Statement of Service Deliverables

Software Support Agreement (SSA)

The GE Healthcare Software Support Agreement ("SSA") is intended to provide software coverage, which includes upgrades and updates for the covered software. Hardware is NOT covered under the SSA.

If the GE Healthcare software fails to perform substantially in accordance with the applicable licensed software documentation (as defined herein) ("errors"), then GE Healthcare will use commercially reasonable efforts to fix such errors within a reasonable period of time after notification by Customer or detection by GE Healthcare, provided such errors are verifiable and reproducible. "Licensed software documentation" means the GE Healthcare user manuals, on-line help functions, technical specifications and user instructions regarding the operation, installation and use of the software as made available by GE Healthcare to Customer. GE Healthcare may provide correction of an error by means of a "temporary fix" consisting of sufficient programming and operating instructions to implement such error correction that causes the software to perform substantially in accordance with the applicable licensed software documentation, and GE Healthcare may include such error correction or an equivalent in updates or upgrades of the software.

Hours of Coverage

- GE Healthcare will provide technical telephone support and remote diagnostics (if remote diagnostics is available for the equipment) 24 hours a day, 7 days a week.
- GE Healthcare will provide a reasonable amount of clinical applications support Monday – Friday, 8:00AM to 5:00PM central standard time, excluding GE Healthcare holidays, by telephone in response to inquiries by Customer personnel that have been trained by GE Healthcare to properly use the software and/or hardware (if clinical applications support is available for such software and/or hardware).
- GE Healthcare will provide on-site service if the service issue cannot be resolved remotely, as determined by GE Healthcare Technical Support.

Response

GE Healthcare will use commercially reasonable efforts to:

- Respond by telephone to a report of an error within one (1) hour after notification by Customer.
- Commence efforts to correct any critical errors within four (4) hours of notification by Customer or detection by GE Healthcare. A "critical error" is an error that prevents the software from retrieving or recording applicable patient data.
- Provide on-site support within twenty-four (24) hours of notification by Customer or detection by GE Healthcare of any error, if the service issue cannot be resolved remotely, as determined by GE Healthcare Technical Support.

GE Healthcare Software Updates and Upgrades

- Software updates are included, and consist of any error correction or modification that maintains existing software features and functionality and are made generally available to GE Healthcare's customer installed base.

- Software upgrades are included, and consist of any revisions or enhancements of the software by GE Healthcare that improves or expands existing software features or functionality that are made generally available to GE Healthcare's customer installed base.
- Software updates and upgrades will be installed between Monday - Friday, 8:00AM-5:00PM local site time.
- Software updates and upgrades do not include any separately licensed software modules, which provide additional functionality relating to an application or feature for the hardware or software.
- Additional hardware and/or software (including upgrades to 3rd party software, such as operating system software) required for the software updates are excluded. Customer is responsible for the cost of such additional hardware and/or software updates, upgrades and such other changes (including training, project management and integration services) as may be necessary to support the software updates and/or upgrades.
- Customer is responsible to ensure that all data is appropriately backed up prior to installation of any software update or upgrade.

Database Maintenance

- GE Healthcare will not be responsible for providing system database maintenance for Customer. All activities related to system database maintenance, including backup, database administration activities such as, adding new users and privileges, merging unspecified exams, updating physician list, archive and data integrity, are the responsibility of Customer.

Customer Requirements

- Customer is required to remain within at least two (2) versions or releases of the most current version or release of the software at all times during the term of this SSA.
- Customer will designate a Customer employee (and an alternate employee in case the first is unavailable) to act as Customer's equipment administrator. Such employees will have the necessary technical knowledge and expertise to reasonably assist GE Healthcare technical personnel in performing service.
- Customer will provide GE Healthcare with access via a connection validated by GE Healthcare for the product such as an internet connection, VPN persistent access, or other secure remote access reasonably requested by GE Healthcare to permit GE Healthcare to perform support services and meet service levels, including remote diagnostic, monitoring and repair services.
- If Customer does not permit GE Healthcare to connect via a connection validated by GE Healthcare for the product, and the GE Healthcare field engineer must therefore be dispatched to the Customer site, then the Customer will pay GE Healthcare at GE Healthcare's then current hourly service rates in accordance with GE Healthcare's policies, at the reduced contract rate.
- Unless Customer specifically requests in writing that GE Healthcare disable the remote connection, the remote connection will continue to connect to Customer products following expiration of any applicable product warranty or service contract. For products not covered by a current warranty or service contract, GE Healthcare disclaims any obligation to monitor such products via a remote connection or advise Customer of any possible product error or malfunction.

Test Environment Support (For MUSE Only)

If Customer purchases test environment support for their MUSE system as part of the SSA, Customer will receive the following:

- Remote support for existing MUSE HL7 module testing and recertification of Customer interfaces. If needed and requested by Customer at least two (2) weeks in advance, GE Healthcare will also provide scheduled, remote MUSE HL7 testing support. GE Healthcare will provide a maximum of thirty (30) hours of the remote support set forth in this provision per year of the service agreement.

- Remote test environment support will be provided Monday – Friday, 8:00AM to 5:00PM local Customer time, excluding GE Healthcare holidays.
- Additional remote support will be billable at GE Healthcare's then current hourly service rates in accordance with GE Healthcare's policies, at the reduced contract rate.
- Efforts to correct any reported test environment issues will commence within one (1) business day of notification by Customer or detection by GE Healthcare.

Hardware and/or Software Modifications

- Customer agrees that changes to hardware and/or software covered under this SSA may require GE Healthcare to modify the price charged and/or the terms of the service to be provided by GE Healthcare.
- Customer is responsible for notifying GE Healthcare to the extent it proposes to add items to this SSA. Any services provided by GE Healthcare at Customer's request that are not covered by this SSA will be furnished at GE Healthcare's then current hourly service rates in accordance with GE Healthcare's policies, at the reduced contract rate.

Coverage Commencement for Certain Equipment

- GE Healthcare may inspect all equipment that has been without GE Healthcare warranty or service agreement coverage for more than thirty (30) days. This SSA will be effective for such equipment only after a GE Healthcare service representative has determined its eligibility. If service or initial repair is required, the cost will be separately invoiced to Customer at GE Healthcare's then current list prices/rates. GE Healthcare and Customer will from time to time review the inventory of equipment covered by SSA to confirm its accuracy. Service fees may be adjusted following any such review by written agreement of the parties.

End of Support Announcement

- If GE Healthcare announces to its customers that it will no longer offer support ("end of product life") for a product or component, then upon at least twelve (12) months' prior written notice to Customer, GE Healthcare may, at its option, remove any such item from all GE Healthcare service agreements, with an appropriate adjustment of charges, without otherwise affecting such agreements. GE Healthcare will use its reasonably diligent efforts to continue its support obligations under this SSA for any product or component that is approaching its end of product life for as long as it is covered by this SSA.

Insurance Requirements

Insurance requirements wording to replace Section 18.10 in its entirety:

18.10.1 Evidence of Coverage:

GE Healthcare's Certificate of Insurance is attached hereto as Exhibit D-1.

18.10.2 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 Customer's Contracts/Purchasing Director.

18.10.3 Insurance Coverage Requirements: Without limiting GE Healthcare's duty to indemnify, GE Healthcare shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the minimum limits of liability as set forth in GE Healthcare's Certificate of Insurance attached hereto as Exhibit D-1

18.10.4 Other Requirements:

All insurance required by this Agreement shall be 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 GE Healthcare completes its performance of services under this Agreement.

Customer is named as a certificate holder on GE Healthcare's Certificate of Insurance attached hereto as Exhibit D-1. As such, the issuing insurer will endeavor to give notice to Customer in writing at least thirty days in advance of any material change in coverage or cancellation.

GE Healthcare shall file a new or amended certificate of insurance as soon as reasonably practicable after any material 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.