

AGENDA

REGULAR MEETING OF THE BOARD OF DIRECTORS Tuesday, October 3, 2023 – 4:00 PM

Modular C Classroom 600 N. Highland Springs Avenue, Banning, CA 92220

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Administration Office at (951) 769-2160. Notification 48 hours prior to the meeting will enable the Hospital to make reasonable arrangement to ensure accessibility to this meeting. [28 CFR 35.02-35.104 ADA Title II].

TAB

I. Call to Order

S. DiBiasi, Chair

II. Public Comment

A five-minute limitation shall apply to each member of the public who wishes to address the Hospital Board of Directors on any matter under the subject jurisdiction of the Board. A thirty-minute time limit is placed on this section. No member of the public shall be permitted to "share" his/her five minutes with any other member of the public. (Usually, any items received under this heading are referred to staff for future study, research, completion and/or future Board Action.) (PLEASE STATE YOUR NAME AND ADDRESS FOR THE RECORD.)

On behalf of the Hospital Board of Directors, we want you to know that the Board acknowledges the comments or concerns that you direct to this Board. While the Board may wish to occasionally respond immediately to questions or comments if appropriate, they often will instruct the Hospital CEO, or other Hospital Executive personnel, to do further research and report back to the Board prior to responding to any issues raised. If you have specific questions, you will receive a response either at the meeting or shortly thereafter. The Board wants to ensure that it is fully informed before responding, and so if your questions are not addressed during the meeting, this does not indicate a lack of interest on the Board's part; a response will be forthcoming.

OLD BUSINESS

III.	*Proposed Action - Approve Minutes	S. DiBiasi
	 September 5, 2023, Regular Meeting 	

NEW BUSINESS

IV. Hospital Board Chair Monthly Report

S. DiBiasi verbal

А

V.	CEO Monthly Report	S. Barron	verbal
VI.	October, November, & December Board/Committee Meeting Calendars	S. DiBiasi	В
VII.	Quarterly Foundation Report	V. Hunter	С
VIII.	*Proposed Action – Recommend Approval to the Healthcare District Board of the Purchase of Three Physio-Control Lifepak 15 Defibrillators • ROLL CALL	A. Brady	D
IX.	Committee Reports:		
	 <u>Human Resources Committee</u> September 26, 2023, special meeting minutes 	S. DiBiasi/ A. Karam	Е
	 <u>Finance Committee</u> September 26, 2023, regular meeting minutes Proposed Action – Approve August 2023 Financial Stateme	S. DiBiasi/ S. Barron nt (Unaudited)	F
	 * Proposed Action – Approve the FY 23-24 Salary Program (Approval recommended by Finance Committee 09/26/2023) • ROLL CALL 	S. Barron	verbal
	 * Proposed Action – Recommend Approval to the Healthcare District Board of Additional Funding for the Acquisition of New Fluoroscopy Equipment and Construction Associated with Installation (Approval recommended by Finance Committee 09/26/2023) • ROLL CALL 	J. Peleuses	G
	 <u>Community Planning Committee</u> September 26, 2023, special meeting minutes Reports 	S. DiBiasi	Н
X.	* Proposed Action - Approve Policies and Procedures ROLL CALL 	Staff	Ι
XI.	Chief of Staff Report * Proposed Action - Approve Recommendations of the Medical Executive Committee • ROLL CALL	R. Sahagian, MD Chief of Staff) J
XII.	Community Benefit events/Announcements/ and newspaper articles	S. DiBiasi	K

San Gorgonio Memorial Hospital Board of Directors Regular Meeting October 3, 2023

XIII. Future Agenda Items

*** **ITEMS FOR DISCUSSION/APPROVAL IN CLOSED SESSION** S. DiBiasi

- Proposed Action Recommend approval to Healthcare District Board Medical Staff Credentialing (Health & Safety Code §32155; and Evidence Code §1157)
- Receive Quarterly Environment of Care/Life Safety/Utility Management Report (Health & Safety Code §32155)

XIV. ADJOURN TO CLOSED SESSION

* The Board will convene to the Open Session portion of the meeting approximately 2 minutes after the conclusion of Closed Session.

RECONVENE TO OPEN SESSION

REPORT ON ACTIONS TAKEN DURING CLOSED SESSION ***

XV. **ADJOURN**

*Action Required

In accordance with The Brown Act, Section 54957.5, all public records relating to an agenda item on this agenda are available for public inspection at the time the document is distributed to all, or a majority of all, members of the Board. Such records shall be available at the Hospital Administration office located at 600 N. Highland Springs Avenue, Banning, CA 92220 during regular business hours, Monday through Friday, 8:00 am - 4:30 pm.

I certify that on September 29, 2023, I posted a copy of the foregoing agenda near the regular meeting place of the Board of Directors of San Gorgonio Memorial Hospital, and on the San Gorgonio Memorial Hospital website, said time being at least 72 hours in advance of the regular meeting of the Board of Directors (Government Code Section 54954.2).

Executed at Banning, California, on September 29, 2023

ariel Whitley

Ariel Whitley, Executive Assistant

S. DiBiasi

S. DiBiasi

TAB A

REGULAR MEETING OF THE SAN GORGONIO MEMORIAL HOSPITAL BOARD OF DIRECTORS

September 5, 2023

The regular meeting of the San Gorgonio Memorial Hospital Board of Directors was held on Tuesday, September 5, 2023, in Modular C meeting room, 600 N. Highland Springs Avenue, Banning, California.

- <u>Members Present</u>: Susan DiBiasi (Chair), Perry Goldstein, Darrell Petersen, Ron Rader, Steve Rutledge, Randal Stevens, Lanny Swerdlow, Dennis Tankersley
- Members Absent: Shannon McDougall

Required Staff:Steve Barron (CEO), Daniel Heckathorne (CFO), Raffi Sahagian, MD (Chief of
Staff), Annah Karam (CHRO), Ariel Whitley (Executive Assistant), Angie Brady
(CNE), John Peleuses (VP Ancillary and Support Services), Karan P. Singh, MD
(CMO), Margaret Kammer (Controller), Tracie Hudson (Infection Prevention
Director)

AGENDA ITEM		ACTION /
		FOLLOW-UP
Call To Order	Chair, Susan DiBiasi, called the meeting to order at 4:00 pm.	
Public Comment	No public comment.	
	•	
GENERAL TOPIC		
Graduate Medical	Susan Stafford, GME Coordinator, presented details about the GME and	
Education (GME)	UGME programs here at San Gorgonio Memorial Hospital.	
Presentation		
OLD BUSINESS		
Proposed Action -	Chair, Susan DiBiasi, asked for any changes or corrections to the minutes	The minutes of the
Approve Minutes	of the August 1, 2023, regular meeting.	August 1, 2023,
		regular meeting will
August 1, 2023,	There we none.	stand correct as
regular meeting.		presented.
NEW BUSINESS		
Hospital Board Chair	Chair DiBiasi did not give a formal report due to a lengthy agenda.	
Monthly Report		
CEO Monthly Report	Steve Barron, CEO, briefly reported that there will be an item on the	
	District Board's agenda, asking for approval to acquire new lighting for	
	OR3.	
	1	

AGENDA ITEM					ACTION / FOLLOW-UP
September, October, & November Board/Committee meeting calendars	Calendars for Septe board tablets.				
Bi-Monthly Patient Care Services Report	Angela Brady, CNE as included on the b				
Proposed Action – Approve Letter of Support for the Extension of Sun Lakes Blvd. as an Alternative Bypass to	Steve Barron, CEC extension of Sun lat for emergency servi BOARD MEMBEL	kes Blvd. as an ices.	alternative bypass t		M.S.C., (Rader/Stevens), the SGMH Board of Directors approved the Letter of Support for the Extension of
the I-10 Freeway for	DiBiasi	Yes	Goldstein	Yes	Sun Lakes Blvd. as
Emergency Services	McDougall	Absent	Petersen	Yes	an Alternative
· -	Rader	Yes	Rutledge	Yes	Bypass to the I-10
	Stevens	Yes	Swerdlow		Freeway for
	Tankersley	Yes	Motion carried.		Emergency Services.
COMMITTEE REPOI	RTS:				
COMMITTEE REPOR Proposed Action – Approve July 2023 Financial Statement (Unaudited).	Dan Heckathorne, 2023 Financial repo Finance Committee included on the boar It is noted that appro BOARD MEMBEI DiBiasi McDougall	ort which was e's August 29 rd tablet. oval is recomme R ROLL CAL Yes Absent	included as a hande , 2023, meeting n ended by the Finance L: Goldstein Petersen	out. A copy of the ninutes were also e Committee.	M.S.C., (Rutledge/Petersen), the SGMH Board of Directors approved the July 2023 Financial Statement as presented.
Proposed Action – Approve July 2023 Financial Statement	Dan Heckathorne, 2023 Financial repo Finance Committee included on the boar It is noted that appro BOARD MEMBEI DiBiasi McDougall Rader	ort which was e's August 29 rd tablet. oval is recomme R ROLL CAL Yes Absent Yes	included as a hande , 2023, meeting n ended by the Finance L: Goldstein Petersen Rutledge	out. A copy of the ninutes were also e Committee.	(Rutledge/Petersen), the SGMH Board of Directors approved the July 2023 Financial Statement
Proposed Action – Approve July 2023 Financial Statement	Dan Heckathorne, 2023 Financial repo Finance Committee included on the boar It is noted that appro BOARD MEMBEI DiBiasi McDougall	ort which was e's August 29 rd tablet. oval is recomme R ROLL CAL Yes Absent	included as a hande , 2023, meeting n ended by the Finance L: Goldstein Petersen	out. A copy of the ninutes were also e Committee.	(Rutledge/Petersen), the SGMH Board of Directors approved the July 2023 Financial Statement
Proposed Action – Approve July 2023 Financial Statement	Dan Heckathorne, 2023 Financial repo Finance Committee included on the boar It is noted that appro BOARD MEMBEI DiBiasi McDougall Rader Stevens	ort which was e's August 29 rd tablet. oval is recomme R ROLL CAL Yes Yes Yes Yes IRO, reviewed i in the committe oval is recomme	included as a hando , 2023, meeting m ended by the Finance L: Goldstein Petersen Rutledge Swerdlow Motion carried. the Associates He ee packet. ended by the Finance	e Committee. Yes Yes Yes Yes Yes alth Plan Benefits	(Rutledge/Petersen), the SGMH Board of Directors approved the July 2023 Financial Statement as presented. M.S.C., (Stevens/Rutledge), the SGMH Board of Directors approved the 2024 Associates Health Plan Benefits
Proposed Action – Approve July 2023 Financial Statement (Unaudited).	Dan Heckathorne, 2023 Financial repo Finance Committee included on the boar It is noted that appro BOARD MEMBEI DiBiasi McDougall Rader Stevens Tankersley Annah Karam, CH package as included It is noted that appro BOARD MEMBEI	ort which was e's August 29 rd tablet. oval is recomme R ROLL CAL Yes Absent Yes Yes Yes IRO, reviewed I in the committ oval is recomme R ROLL CAL	included as a hander, 2023, meeting meeeting meeting meeting meeting meeting meeting meeting m	out. A copy of the ninutes were also e Committee. Yes Yes Yes alth Plan Benefits e Committee.	(Rutledge/Petersen), the SGMH Board of Directors approved the July 2023 Financial Statement as presented. M.S.C., (Stevens/Rutledge), the SGMH Board of Directors approved the 2024 Associates
Proposed Action – Approve July 2023 Financial Statement (Unaudited).	Dan Heckathorne, 2023 Financial report Finance Committee included on the board It is noted that approve BOARD MEMBED DiBiasi McDougall Rader Stevens Tankersley Annah Karam, CH package as included It is noted that approve BOARD MEMBED DiBiasi	ort which was e's August 29 rd tablet. oval is recomme R ROLL CAL Yes Yes Yes IRO, reviewed I in the committ oval is recomme R ROLL CAL Yes	included as a hando , 2023, meeting m ended by the Financo L: Goldstein Petersen Rutledge Swerdlow Motion carried. the Associates He ee packet. ended by the Financo L: Goldstein	out. A copy of the ninutes were also e Committee. Yes Yes Yes alth Plan Benefits e Committee. Yes	(Rutledge/Petersen), the SGMH Board of Directors approved the July 2023 Financial Statement as presented. M.S.C., (Stevens/Rutledge), the SGMH Board of Directors approved the 2024 Associates Health Plan Benefits
Proposed Action – Approve July 2023 Financial Statement (Unaudited).	Dan Heckathorne, 2023 Financial repo Finance Committee included on the boar It is noted that appro BOARD MEMBEI DiBiasi McDougall Rader Stevens Tankersley Annah Karam, CH package as included It is noted that appro BOARD MEMBEI	ort which was e's August 29 rd tablet. oval is recomme R ROLL CAL Yes Absent Yes Yes Yes IRO, reviewed I in the committ oval is recomme R ROLL CAL	included as a hander, 2023, meeting meeeting meeting meeting meeting meeting meeting meeting m	out. A copy of the ninutes were also e Committee. Yes Yes Yes alth Plan Benefits e Committee.	(Rutledge/Petersen), the SGMH Board of Directors approved the July 2023 Financial Statement as presented. M.S.C., (Stevens/Rutledge), the SGMH Board of Directors approved the 2024 Associates Health Plan Benefits

Proposed Action - Recommend Approval to the Healthcare District Board – The Acquisition of New Fluoroscopy Equipment and Construction It is Associated with InstallationJohr the action BOADiamond District Board – The Acquisition of New Fluoroscopy Equipment and Construction It is Associated with InstallationDiamond BOA	acquisition of ne n the installation. s project will be ropriate.	w fluoroscopy funded from th val is recomme	Motion carried. Support Svs., report equipment and cons ne FY2024 capital b ended by the Finance L:	struction associated udget, adjusting as	FOLLOW-UPM.S.C., (Rader/Tankersley), the SGMH Board of Directors voted to recommend approval of the Acquisition of New Fluoroscopy Equipment and Construction Associated with
Recommend Approval to the Healthcarethe a withDistrict Board – The Acquisition of NewThis apprFluoroscopy Equipment and ConstructionIt is 	acquisition of ne n the installation. s project will be ropriate. noted that appro ARD MEMBER Biasi	w fluoroscopy funded from th val is recomme R ROLL CALI	equipment and cons ne FY2024 capital b ended by the Finance	struction associated udget, adjusting as	(Rader/Tankersley), the SGMH Board of Directors voted to recommend approval of the Acquisition of New Fluoroscopy Equipment and Construction Associated with
Mo Ra		Ves			Installation to the
Ra	cDougal1	100	Goldstein	Yes	Healthcare District
	Ouguii	Absent	Petersen	Yes	Board.
Ste	ıder	Yes	Rutledge	Yes	
Die	evens	Yes	Swerdlow		
Та	nkersley	Yes	Motion carried.		
to the Healthcare District Board – The Acquisition of a New Aero HygenX SparX Ultraviolet Sterilization SystemSystemIt is	 John Peleuses, VP, Ancillary and Support Svs., reported on the need for the acquisition of a new Aero HygenX SparX Ultraviolet Sterilization System. The funding of this equipment item was not included in the FY2024 capital budget as a line item but would be considered as a discretionary item. It is noted that approval is recommended by the Finance Committee. BOARD MEMBER ROLL CALL: 				(Swerdlow/Rutledge) , the SGMH Board of Directors voted to recommend approval of the acquisition of a new Aero HygenX SparX Ultraviolet Sterilization System to the Healthcare District Board.
Di	Biasi	Yes	Goldstein	Yes	
	cDougall	Absent	Petersen	Yes	
	ıder	Yes	Rutledge	Yes	
Ste	evens	Yes	Swerdlow		
Ta	nkersley	Yes	Motion carried.		
Hospital Loan Recommendations – Discussionwill willProposed Action – Approve Policies and ProceduresThe incluston	included on the board tablets presented for approval by the Board.				M.S.C., (Stevens/Rutledge), the SGMH Board of
	ARD MEMBER	R ROLL CALI	L: Goldstein	Yes	Directors approved the policies and procedures as

AGENDA ITEM					ACTION / FOLLOW-UP
	McDougall	Absent	Petersen	Yes	submitted.
	Rader	Yes	Rutledge	Yes	
	Stevens	Yes	Swerdlow		
	Tankersley	Yes	Motion carried.		
Chief of Staff Report Proposed Action – Approve Recommendations of the Medical Executive Committee	Raffi Sahagian, M Executive Committe Approval Items: • 2023 Annua • Infe • Pharmacy & • Aut • Reference L • Juven Dieta BOARD MEMBEL	M.S.C., (Swerdlow/Rader), the SGMH Board of Directors approved the Medical Executive Committee recommended approval items as submitted.			
	DiBiasi McDougall Rader Stevens Tankersley	Yes Absent Yes Yes Absent	Goldstein Petersen Rutledge Swerdlow Motion carried.	Yes Yes Yes	
Community Benefit events/Announcement s/and newspaper articles	month.	ellaneous mate	rials included on t	he board tablets this	
Future Agenda Items	• None				
Adjourn to Closed Session	 Chair, DiBiasi reported the items to be reviewed and discussed and/or acted upon during Closed Session will be: > Recommend approval to the Healthcare District Board – Medical Staff Credentialing > Receive Quarterly Infection Prevention and Control Report The meeting adjourned to Closed Session at 6:25 pm. 				
Reconvene to Open Session	The meeting adjourn The meeting adjourn At the request of C taken/information re Medical Sta ➤ Received Q				

AGENDA ITEM		ACTION / FOLLOW-UP
Adjourn	The meeting was adjourned at 6:59 pm.	

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Respectfully submitted by Ariel Whitley, Executive Assistant

TAB B



October 2023

Board of Directors Calendar

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3 4:00 pm Hospital Board Meeting 6:00 pm Healthcare District Board Meeting	4	5 Beaumont High School Expansion Project Ribbon Cutting @4:30pm	6 *SGMH Foundation Golf Tournament @ Tukwet Canyon	7 Banning Parks and Rec Cookie Series (SGMH Dietician, Jean Kielhold hosting)
8	9	10 Calimesa Chamber Breakfast @7:30AM	11	12 Banning State of the City 11am—2pm @Morrongo	13 Beaumont Chamber Breakfast @7:30 AM	14
15	16	17	18 Banning Chamber Breakfast @7:30AM Note: No HR and Commu- nity Planning Committee Meetings as they took place on 9/26.	19	20	21 Calimesa Chamber Night @ the races 6-9pm.
22	23	24	25	26	27	28
29	30	31 9:00 am Finance Committee				



November 2023

Board of Directors Calendar

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7 4:00 pm Hospital Board Meeting 6:00 pm Healthcare District Board Meeting	8	9	10 Beaumont Chamber Breakfast @7:30 AM	11 Veterans Day
12	13	14 Calimesa Chamber Breakfast @7:30 AM	15 Banning Chamber Breakfast @7AM 5:00 pm Measure H Mtg. 5:15 pm Measure A Mtg.	16	17	18
19	20	21	22	23 Thanksgiving Day! Administration Closed	24 Administration Closed	25
26	27	28 9:00 am Finance Committee	29	30		



December 2023

Board of Directors Calendar

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2 Calimesa Christmas Light Parade @5:00PM
3	4	5 4:00 pm Hospital Board Meeting 6:00 pm Healthcare District Board Meeting	6	7	8 Beaumont Chamber Breakfast @7:30 AM	9
10	11	12 Calimesa Chamber Breakfast @7:30 AM	13	14	15	16
17	18	19	20 Banning Chamber Breakfast @7AM	21	22	23
24	25	26 9:00 am Finance Committee	27	28	29	30
31 New Year's Eve						

TAB C

SGMH Foundation report as of Sept 27, 2023

Foundation Finances for Sept 2	(as of 9/27/2023)	
Bank of Hemet Checking Acct:	\$283,775.56	(actual as of 9 <u>/27/2023</u>)
Bank of Hemet Money Market Acct:	\$128,384.77	(actual as of 9 <u>/27/2023</u>)
I.E. Community Foundation Acct:	\$100,694.39	(actual as of 8 <u>/31/2023</u>)
Total	\$512,854.72	_ (

Foundation Report

• The Foundation Golf tournament is this Friday October 6th and at least 12 athletes are confirmed to attend. The tournament is 99% sold out in players and the new element – "Sneak-Peek" is close to being sold out. The Sneak-Peek is a special invite to individuals to an event while the golfers are out golfing. The Sneak-Peek attendees will get a view of Raffle, Live Auction and Silent Auction first with an offer of "BUY NOW" options on most of the Silent Auction items. That means if you want it for the "Buy Now" price, get your dollars out, pay for it and take it to your car because it's yours. In addition to first peek at auctions, the Sneak-Peek attendees will get a up-close and personal conversation with SGMH's Stroke Coordinator Guillermo Soriano Fregoso who will speak on Stroke prevention.

• Once the golf tournament is over, the foundation will be voting on 2 new board members who both participate in community events and are dedicated to giving back to the Pass area. TAB D

Sales Quote QUO076455

Coro Medical LLC

416 Mary Lindsay Polk Dr Suite 505 Franklin, TN 37067

Document Date	Bill-To Address	Ship-to Address
September 25, 2023	San Gorgonio Memorial Hospital	San Gorgonio Memorial Hospital
	Christina Parker	Robert Perez
Quote Expiration Date	600 N. Highland Springs Ave.	Emergency Department
	Banning, CA 92220	600 N. Highland Springs Ave.
November 24, 2023	USA	Banning, CA 92220
		USA
Salesperson	Payment Terms	

Luke Fonash

Net 30 days

No.	Description	Quantity	Unit	Unit Price	Line Amount
LP1512PMBCABT V4	Physio-Control Lifepak 15- 12Id,Pacing,Masimo 02,Nibp,EtCo2,BT, V4	3	Each	17,500.00	52,500.00
	Includes:				
	1 Year Warranty				
	Physio-Control Lifepak 15 Carrying Case w/ side pouches	5			
21330-001176-E	Encore-Physio-Control Lifepak 15 LITHIUM-ION BATTERY	6	PCS	0.00	0.00
11113-000004-E	Physio-Control Lifepak 15 Quik Combo therapy cable - encore	3	Each	0.00	0.00
11111-000018-E	Encore-Physio-Control Trunk cable with AHA limb leads	3	Each	0.00	0.00
11111-000022-E	Encore-Physio-Control 12 Lead ECG, Precordial Leads (AHA)	3	Each	0.00	0.00
Home Page www.AED.us	Phone No. 800.695.1209 s	Email support@coro	med.us		<mark>gistration No.</mark> 2669986



Sales Quote QU0076455

September 25, 2023

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				Total \$	53,700.00
			Т	otal Tax	0.00
			S	ubtotal	53,700.00
LP15SBC	Physio-Control Lifepak 15 Station Bay Charger- Encore	3	Each	400.00	1,200.00
12394	Physio-Control Lifepak 12/15 100mm printer paper (1 roll)	3	Each	0.00	0.00
11996-000017	Physio-Control Lifepak REDI-PAK Adult Pad	3	Each	0.00	0.00
4454	Masimo NomoLine-O LH Adult/Pediatric Airway Adapter	3	Each	0.00	0.00
11160-000015	Physio-Control NIBP Cuff-Reusable, Adult	3	Each	0.00	0.00
21300-008148-E	Physio-Control Lifepak 15 NIBP Hose, 9' coiled-Encore	3	Each	0.00	0.00
2055	Masimo Red LNC-04 Patient Cable	3	Each	0.00	0.00
1863	Masimo LNCS DCI Adult Reusable Sensor	3	Each	0.00	0.00

Amount Subject to Sales Tax	0.00
Amount Exempt from Sales Tax	53,700.00

TAB E

SPECIAL MEETING OF THE SAN GORGONIO MEMORIAL HOSPITAL BOARD OF DIRECTORS

HUMAN RESOURCES COMMITTEE September 26, 2023

The Special meeting of the San Gorgonio Memorial Hospital Board of Directors Human Resources Committee was held on Tuesday, September 26, 2023, in Classroom C, 600 N. Highland Springs Avenue, Banning, California.

<u>Members Present</u>: Susan DiBiasi, Perry Goldstein, Ron Rader, Steve Rutledge (C)

Excused Absence:

<u>Staff Present</u>: Steve Barron (CEO) Angela Brady (CNE), Annah Karam (CHRO), Daniel Heckathorne (CFO) Karan P. Singh, MD (CMO), Ariel Whitley (Executive Assistant), John Peleuses (VP, Ancillary and Support Services)

AGENDA ITEM		DISC	CUSSION		ACTION / FOLLOW-UP
Call To Order	Susan DiBiasi c	called the mee	eting to order at 9	9:01 am.	
Public Comment	No public was p	present.			
NEW BUSINESS					
Proposed Action	Various staff in	cluding Stev	e Barron, Dan H	leckathorne, and	M.S.C.,
– Recommend		0		Y 23-24 Salary	(Rader/Rutledge),
Approval to the				oudgeted for, but	the SGMH Human
Finance	it is necessary	to potentially	occur in Octob	er which is our	Resources
Committee of	regular schedul	e			Committee voted
the FY 23-24	-				to recommend
Salary Program	ROLL CALL:				approval to the Finance
	DiBiasi	Yes	Goldstein	Absent	Committee of the
	Rader	Yes	Rutledge	Yes	FY 23-24 Salary
	Motion carried	1.			Program.
Adjournment	The meeting wa	as adjourned a	at 9:28 am.		

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Minutes respectfully submitted by Ariel Whitley, Executive Assistant

TAB F

REGULAR MEETING OF THE SAN GORGONIO MEMORIAL HOSPITAL BOARD OF DIRECTORS

FINANCE COMMITTEE September 26, 2023

The regular meeting of the San Gorgonio Memorial Hospital Board of Directors Finance Committee was held on Tuesday, September 26, 2023, in Classroom C, 600 N. Highland Springs Avenue, Banning, California.

Members Present: Susan DiBiasi (Chair), Darrell Petersen, Steve Rutledge

Members Absent: Shannon McDougall

Required Staff: Steve Barron (CEO), Daniel Heckathorne (CFO), Ariel Whitley (Executive Assistant), John Peleuses (VP Support & Ancillary Svs.), Annah Karam (CHRO), Karan P. Singh, MD (CMO), Angela Brady (CNE)

AGENDA ITEM		DISC	USSION		ACTION / FOLLOW- UP
Call To Order	Susan DiBiasi cal	lled the meeting	to order at 10:01 a	m.	
Public Comment	No public present	t.			
OLD BUSINESS					
Proposed Action - Approve Minutes August 29, 2023, regular meeting			nges or corrections ing. There were no	s to the minutes of one.	The minutes of the August 29, 2023, regular meeting will stand correct as presented.
NEW BUSINESS					·
Proposed Action – Recommend Approval to Hospital Board of Directors - Monthly Financial Report (Unaudited) – August 2023	 Executive Summ For the month of The August F Emergency work budget. The Average yet there were 	mary. This repor August, Adjustn Patient Days wer visits were unde Length of Stay e 29 (16%) mor	t was included as a nents and Items of e on target. r budget while S	Note include: urgery cases were than August 2022, in August than the	M.S.C. (Rutledge/Petersen), the SGMH Finance Committee voted to recommend approval of the Unaudited August 2023 Financial report to the Hospital Board of Directors.
	DiBiasi Petersen Motion carried.	Yes Yes	McDougall Rutledge	Absent Yes	

AGENDA ITEM		DIS	CUSSION		ACTION / FOLLOW- UP
Proposed Action – Discuss and Recommend Approval to the Hospital Board of the FY 23-24 Salary Program	was not budgete October which is	d for, but it our regular sch	ary Program. Steven is necessary to po edule. ommended by the	tentially occur in	M.S.C. (Rutledge/Petersen) the SGMH Finance Committee voted to recommend approval to the Hospital Board of Directors of the FY 23-24 Salary Program.
	DiBiasi	Yes	McDougall	Absent	0
	Petersen	Yes	Rutledge	Yes	
	Motion carried.				
Proposed Action - Recommend Approval to Hospital Board and Healthcare District Board of Additional Funding for the Acquisition of New Fluoroscopy Equipment and Construction	for the acquisition associated with the Healthcare Districe After reviewing b	on of new fluc he installation of Board asked ids for construc	ad Support Svs., rep proscopy equipment at the September b that the purchase no ction, the total exceed dditional funds to r	t and construction oard meeting. The ot exceed \$1.2M. eds \$1.2M. John is	M.S.C. (DiBiasi/Rutledge), the SGMH Finance Committee voted to recommend approval of Additional Funding for the Acquisition of new Fluoroscopy Equipment and Construction Associated with
Associated with	DiBiasi	Yes	McDougall	Absent	Installation to the
Installation	Petersen	Yes	Rutledge	Yes	Hospital Board and
	Motion carried.				Healthcare District Board as presented.
Future Agenda Items	• None				
Next Meeting	The next regular 31, 2023 @ 9:00		ittee meeting will b	be held on October	
Adjournment	The meeting was	adjourned at 10):53 am.		

In accordance with The Brown Act, *Section 54957.5*, all reports, and handouts discussed during this Open Session meeting are public records and are available for public inspection. These reports and/or handouts are available for review at the Hospital Administration office located at 600 N. Highland Springs Avenue, Banning, CA 92220 during regular business hours, Monday through Friday, 8:00 am - 4:30 pm.

Minutes respectfully submitted by Ariel Whitley, Executive Assistant



SAN GORGONIO MEMORIAL HOSPITAL BANNING, CALIFORNIA

Unaudited Financial Statements

for

TWO MONTHS ENDING AUGUST 31, 2023

FY 2024

Certification Statement:

To the best of my knowledge, I certify for the hospital that the attached financial statements, except for the uncertainty of IGT revenue accruals, do not contain any untrue statement of a material fact or omit to state a material fact that would make the financial statements misleading. I further certify that the financial statements present in all material respects the financial condition and results of operation of the hospital and all related organizations reported herein.

Note: Because these reports are prepared for internal users only, they do not purport to conform to the principles contained in U.S. GAAP.

Certified by: Daniel R. Heckathorne Daniel R. Heckathorne

CFO

San Gorgonio Memorial Hospital

Financial Report - Executive Summary

For the Month of August, 2023 and Two Months Ended August 31, 2023 (Unaudited)

Profit/Loss (EBIDA) Summary (MTD) Negative and (YTD) Negative (comparisons to Budget)

The month of August resulted in negative \$1.67M Earnings before Interest, Depreciation and Amortization (EBIDA) compared to budgeted negative EBIDA of \$1.024M and a Flex Budget loss of \$1.72M.

YTD - Two months ending in August resulted in negative \$5.05M Earnings before Interest, Depreciation and Amortization (EBIDA) compared to budgeted negative EBIDA of \$1.90M and a Flex Budget loss of \$4.46M.

Note 1: The budgeted monthly workload allocations for the 12 months ending June 30, 2024 were based on the historical monthly usages for the fiscal years 2016 - 2020 plus 2023. Fiscal years 2021 and 2022 were excluded from these historical usages due to the erratic workload volumes associated with the covid surges.

Note 2: The new Premier Budget and Financial Reporting System (BFR) allows the Income Statements to be presented in two ways: a) The traditional comparison of Actual outcomes to Budgeted amounts and b) A comparison that adjusts Budgeted Amounts in accordance with increases or decreases in budgeted Workloads. This is referred to as the "Flex Budget". This tool, which does not supplant the actual budget, allows leadership to view outcomes adjusted for variances in Workload Volumes.

Month – Adjustments and Items of Note:

- August Patient Days were on target.
- Emergency visits were under budget while Surgery cases were over budget.
- The Average Length of Stay was 10% lower than August, 2022, yet there were 29 (16%) more inpatient stays in August than the previous year, and 53 (34%) more than last month (July).
- Non-Operating Revenues were over budget (in the current month) by \$760K related to certain Stroke Center capital acquisitions.

Month – August's inpatient average daily census was 21.6. Adjusted Patient Days were 6.4% over budget (2,009 vs. 1,888), and Patient Days were 1% below budget (670 vs. 677). Emergency Visits were 5% under budget (3,584 vs. 3,790), and Surgeries were 7% over budget (151 vs. 138).

YTD - Inpatient average daily census was 19.8. Adjusted Patient Days were 2.7% under budget (3,660 vs. 3,762), Patient Days were 10.2% below budget (1,229 vs. 1,368). Emergency Visits were 8.5% under budget (6,855 vs. 7,493), and Surgeries were 10.7% under budget (249 vs. 279).

Patient Revenues (MTD) Negative Variance (YTD) Negative Variance

Month - Net Patient Revenues in August were \$919K (16%) below budgeted \$5.72M. Although the Inpatient Days were only 1% below budget, and overall Surgeries were 7% over budget, the Inpatient Surgical Cases were 22% (10 cases) below budget. Further, the overall Case Mix Index which is a measurement of the "intensity" of Inpatients in the Hospital was a CMI of 1.38 which was 19% lower than the 1.71 CMI in August, 2022. These are substantiated by the fact that the I/P Revenue was 9.4% under budget while O/P Revenue was right on budget. All of these contributed to lower than anticipated Net Revenues.

YTD – Net Patient Revenues in August were \$3.21M (28%) below budgeted \$11.37M. This was impacted by the notes in the previous paragraph, plus the YTD Inpatient Days being 10% below budget, the E/R visits being 8.5% below budget and Inpatient Surgeries being 37% (31 cases) below budget. Additionally, in July the Outpatient Medi-Cal and Medi-Cal HMO Revenues were a combined \$937K over the "Flex Revenues" budget, and these are among the lowest paying plans in the Hospitals revenue repertoire, thus having minimal

impact to Net Revenues.

Total Operating Revenues (MTD) Negative Variance & (YTD) Negative Variance

Month – Operating Revenue in August was \$891K under budget. This is mostly impacted by the Net Patient Revenues being \$919K under budget and the Non-Patient Revenues being \$28K over budget.

YTD - Operating Revenue through August was \$3.24M under budget. This is impacted by the Net Patient Revenues being \$3.21M under budget and the Non-Patient Revenues being \$26K under budget.

Operating Expenses (MTD) Positive Variance & (YTD) Positive Variance

Month - Operating Expenses in August were \$7.16M and were under budget by \$247K. Key items that impacted overall Expenses were as follows: 1) Salaries and Wages, Benefits, and Contract Labor were collectively \$28.5K under budget and \$9.4K over the Flex budget. This was driven by a) The overall PTO accrual being reduced by \$128K due to the continued PTO flexing accomplished by the associates, and b) Contract Labor was over budget by \$16K due to several nurse staffing vacancies in the Emergency Department, but somewhat offset by favorable variances in the O.B. Department; 2) Supplies were under budget by \$122K, primarily due to the lower case mix of patient services rendered and lower than expected Blood costs

Year-to Date – Operating Expenses in August were \$14.63M and were under budget by \$84K. Key items that impacted overall Expenses were as follows: 1) Salaries and Wages, Benefits, and Contract Labor were collectively \$405K over budget and \$727K over the Flex budget. This was driven by three matters: a) The \$527K State Mandated California Paid Sick Leave program that was accrued for the had to be accrued for the entire year in July; b) The overall PTO accrual was reduced by \$386K due to the aggressive PTO flexing accomplished by the associates, and c) Contract Labor was over budget by \$100K due to several nurse staffing vacancies in the Emergency Department; 2) Supplies are the most notable item under budget by \$355K, again reflected by lower than anticipated intensities of services, especially on the Inpatient side; 3) Physician fees are under budget by \$47K, mostly due to an unfavorable variance of \$84K in Legal fees.

Balance Sheet/Cash Flow

Patient cash collections in August totaled \$5.00M compared to \$4.29M in July and \$4.37M in June. Gross Accounts Receivable Days in August dropped slightly to 66.2 compared to 66.9 in July and 66.4 in June. Gross Accounts Receivables and Allowance Reserves are both "grossed up" by \$1.41M to reflect the value of Credit Balances in the A/R.

Cash Balances were \$5.96M in August compared to \$8.59M in July and \$13.58M at the end of June. (Note: the \$4.87M transferred from the Hospital for the August 1st G.O. Bonds payments was returned to the Hospital from the Trustee U.S. Bank as of Friday, September 22.) Accounts Payable decreased from \$11.88M in July to \$9.48M in August. Finally, a liability is in place reflecting \$252K for July and August (plus \$1.5M for FY 2022 & 1.51M for FY 2023) payable to Medicare for estimated overpayments for outliers and sequestration funds.

Summary

Positive takeaways:

- 1) Increased Patient Days and Surgeries performed in August.
- 2) For future statements, Rate Range income and Medicare increases are now projected to collectively exceed budgeted amounts by approximately \$2.5M

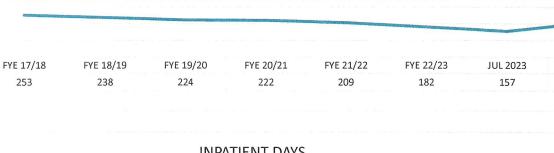
Negative takeaways:

August EBIDA, adjusted for pending revised Supplemental Income and reserving for Cash Payments required for Leases was a negative \$300K, and YTD is a negative \$2.21M.

9/25/2023	GAIN/(LOSS)					(649,262)		
	INCOME	(918,764)	136,446	(100,557)		(882,875)		
	INC							
		REVENUES NET REVENUES UNDER BUDGET	SUPPLEMENTAL REVENUES P4P RECEIVED IN AUGUST	OTHER REVENUES OTHER REVENUES UNDER BUDGET	OTHER:	EXTRAORDINARY NEGATIVE REVENUES		
			(127,762) 15,902	(121,753)		(233,613)		
SGMH AUGUST 2023 EXTRAORDINARY ITEMS	EXPENSE	SALARIES / BENEFITS	PTO FLEX DOWN IMPACT (FAVORABLE) CONTRACT LABOR OVER BUDGET DUE TO STAFF VACANCIES	SUPPLIES EXPENSE (FAVORABLE)	OTHER EXPENSE	EXTRAORDINARY NEGATIVE EXPENSES		

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Inpatient Admissions/Discharges (Monthly Average)	Represents number of patients admitted/discharged into and out of the hospital.
Patient Days (Monthly Average)	Each day a patient stays in the hospital is counted as a patient day. This count is normally done at midnight.
Average Daily Census (Inpatient)	Equals the average number of inpatients in the hospital on any given day or month.
Average Length of Stay (Inpatient)	Represents that average number of days that inpatients stay in the hospital.
Emergency Visits (Monthly Average)	Represents the number of patients who sought services at the emergency room.
Surgery Cases - Excluding G.I. (Monthly Average)	Equals the number of patients who had a surgical procedure(s) performed.
G.I. Cases (Monthly)	Number of patients who had a gastrointestinal exam performed.
Newborn Deliveries (Monthly)	Number of babies delivered.
PRODUCTIVITY	
Worked FTEs (includes Registry FTEs)	Represents an equivalancy of full-time staff worked. One FTE is equivalent of working 40 hours per week, 80 hours per pay period, 173.3 hours per 30 day month, or 2,080 hours in a 52 week year. This calculation divides the number of hours worked by the number of hours in the respective work period (40, 80, etc.) Example: 340 hours worked in an 80 hour pay period = 4.25 FTE's
Worked FTES per APD	Divides the Total Worked FTE's by the daily average of the Adjusted Patient Days.
Paid FTEs (includes Registry FTEs)	Represents an equivalancy of full-time staff paid. One FTE is equivalent of working 40 hours per week, 80 hours per pay period, 173.3 hours per 30 day month, or 2,080 hours in a 52 week year. This calculation divides the number of hours paid (includes all hours paid consisting of worked hours, PTO hours, sick pay, etc.) by the number of hours in the respective work period (40, 80, etc.) Example: 500 hours paid in an 80 hour pay period = 6.25 FTE's.
Paid FTES per APD	Divides the Total Paid FTE's by the daily average of the Adjusted Patient Days.
ADJUSTED PATIENT DAYS	This is a blend of total patient days stayed in the hospital for a month, plus an equivalency factor (based on average inpatient revenue per patient day) applied to the outpatient revenues in order to account for outpatient workloads.

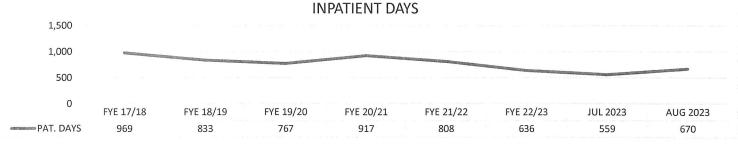


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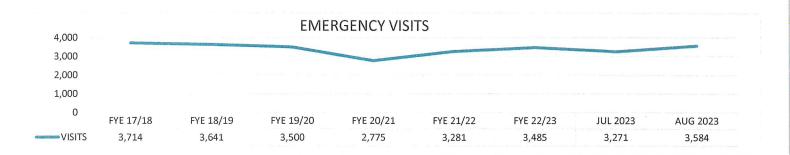
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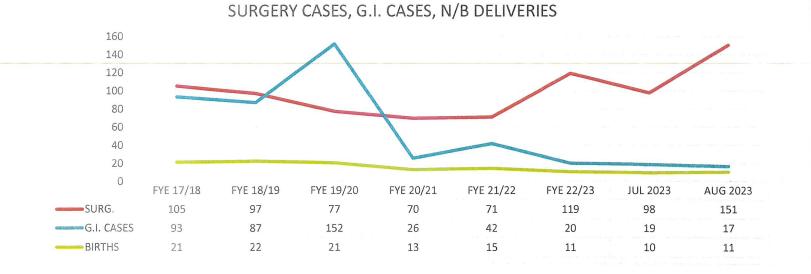
INPATIENT DISCHARGES

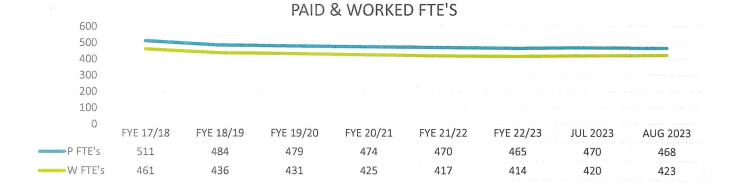
DISCHARGES

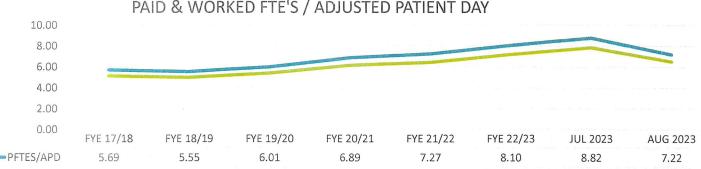


AVERAGE LENGTH OF STAY 5.00 4.00 3.00 2.00 1.00 0.00 FYE 17/18 FYE 18/19 FYE 19/20 FYE 20/21 FYE 21/22 FYE 22/23 JUL 2023 AUG 2023 -ALOS 3.83 3.50 3.43 4.13 3.87 3.49 3.56 3.19









6.18

6

6.45

7.21

7.88

6.53

PAID & WORKED FTE'S / ADJUSTED PATIENT DAY

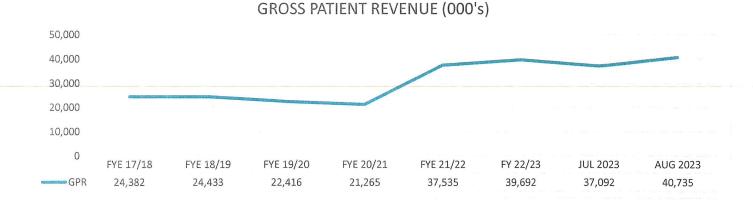
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WFTES/APD

5.13

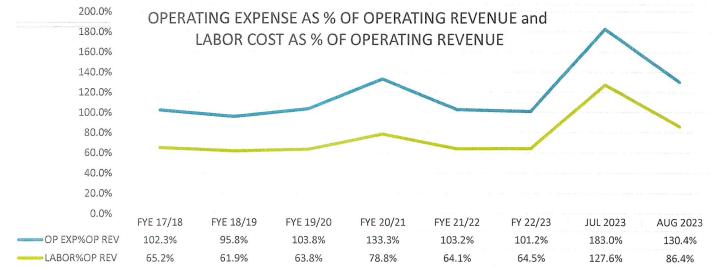
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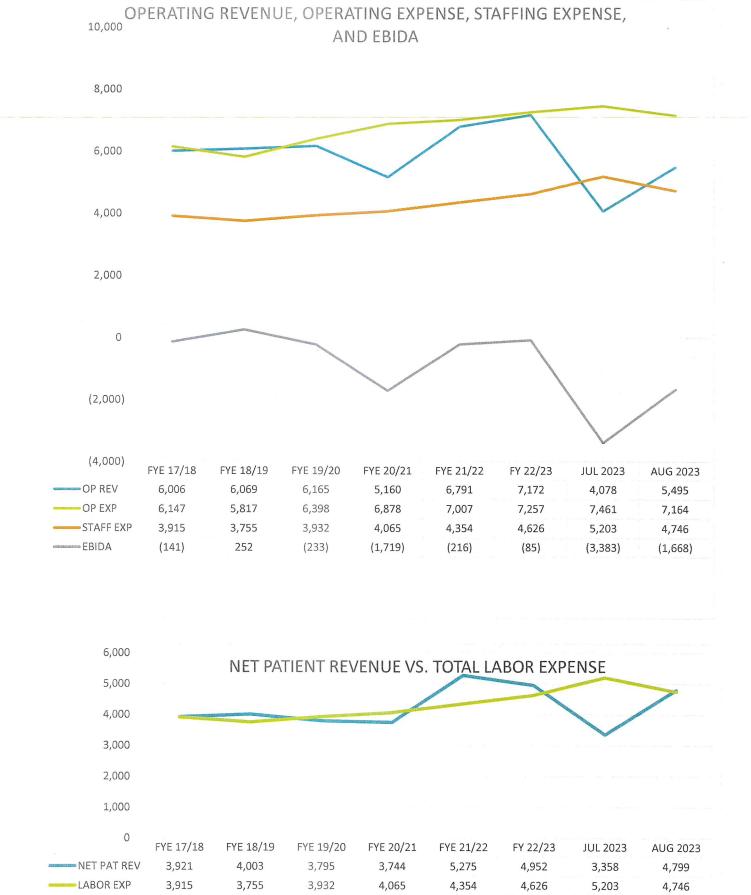
INCOME STATEMENT	
Gross Patient Revenue (000's) (Monthly Ave.)	Represents total charges (before discounts and allowances) made for all patient services provided.
Net Patient Revenue (NPR) (000's) (Monthly Ave.)	Equals the sum of all (patient) charges for services provided that are due to the hospital, less estimated adjustments for discounts and other contractual disallowances for which the patients may be entitled.
NPR as % of Gross	Reflects the percentage of Gross Patient Revenues (charges) that are expected to be collected. Calculated by dividing Net Patient Revenue by the Gross Patient Revenue.
Total Operating Revenue (000's) (Monthly Ave.)	This reflects all Revenues available for payment of Operating Expenses. This includes Net Patient Revenue plus all other forms of miscellaneous Revenues.
Salaries, Wages, Benefits & Contract Labor (000's) (Monthly Ave.)	Represents the total staffing expenses of the Hospital
SWB + Contract Labor as % of Total Operating Revenue	SWB + Contract Labor as % of Total Operating Revenue Identifies what portion the Operating Revenues are spent on staffing costs.
Total Operating Expense (TOE) (000's)(Monthly Ave.)	Operating Expense reflects all costs needed to fund the Hospital's business operations.
TOE as % of Total Operating Revenue	Identifies the relationship that Operating Expenses have to the Total Operating Revenues.
EBIDA (000's)(Monthly Average)	Earnings Before Interest, Depreciation, and Amortization. This reflects the difference between Net Operating Revenues and Total Operating Expense. This is a quick measurment of the Hospital's ability to meet its financial obligations and have additional funds for equipment replacement and future growth of the organization.
EBIDA as % of NPR	This measurement is a guage of the surplus (or deficit) of funds available for operations and future growth.
Net Patient Revenue vs. Total Labor Expense	This measurement illustrates that Net Patient Revenues basically only cover Total Labor Expense, and that all of the Other Revenues and Supplemental Incomes are necessary to cover the remaining operational Expenses and EBIDA required to operate the Hospital.
Operating Revenues (Normalized), Expenses, Staffing Expenses, and EBIDA (Normalized)	This graph illustrates the "normalization" of Operating Revenues and EBIDA, by reallocating proportionate Supplemental Revenues and related Expenses into the current month and YTD results.



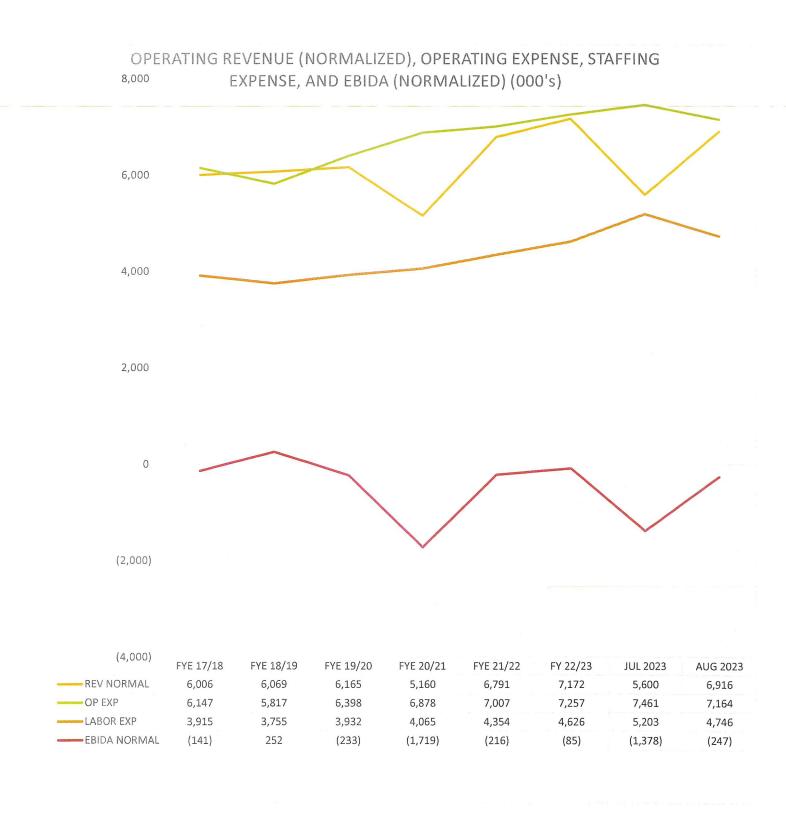
NET PATIENT REVENUE AS % OF GROSS







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SAN GORGONIO HEALTHCARE DISTRICT & HOSPITAL - BANNING, CA Month-to- Month FYE June 30, 2024

Sta	Statement of Revenue and Expense	nue and Ex	pense				
	FYE18/19	FYE19/20	FYE 20/21	FYE 21/22	FYE 22/23	FYE 23/24	FYE 23/24
	MONTHLY AVE.	MONTHLY AVE.	MONTHLY AVE.	MONTHLY AVE.	72 MONTHLY AVE.	7/31/2023	8/31/2023
Gross Patient Revenue Inpatient Revenue	\$ 7,667,883 \$	\$ 7,401,282	\$ 9,331,371	\$ 16,603,390	\$ 14,104,379	\$ 12,272,477	\$ 13,826,953
Inpatient Psych/Rehab Revenue Outpatient Revenue	0 16,765,365	0 15,067,104	0 11,933,682	0 20,932,075	25,582,152	- 24,819,128	26,907,760
Long Term Care Revenue Home Health Revenue	0 0	0 0	0 0	0 0	0		
Total Gross Patient Revenue	24,433,247	22,468,386	21,265,053	37,535,465	39,686,530	37,091,605	40,734,713
Deductions From Revenue	119 588 1481	117 845 7301	116 635 7341	131 267 140	133 562 1831	132 843 9171	13/ 825 9781
Bad Debt Expense	(858,023)	(653,280)	(824,395)	(1,045,570)	(1,047,941)	(864,969)	(964,980)
GI HMO Discounts	0	0	0	0	0	0	0
Cnarity Care Total Deductions From Revenue	(20,502,339)	(18,585,527)	(41,362) (17,501,490)	(136,947) (32,449,666)	(97,443) (34,707,567)	(33,733,167)	(35,935,270)
	-83.9%	-82.7%	-82.3%	-86.5%	-87.5%	-90.9%	-88.2%
Net Patient Revenue	3,930,908	3,882,859	3,763,563	5,085,799	4,978,963	3,358,438	4,799,443
Non- Patient Revenues	1 185 337	1 157 326	707 030	E01 107	020 467	9E 977	126 146
Grants & Other Op Revenues	205,590	750,434	505,190	725,066	873,887	115,377	158,046
Clinic Net Revenues	22,382	15,743	0	0	0	0	0
Tax Subsidies Prop 13 Tax Subsidies Prop 13	196,524	199,469 114.061	209,744 142.552	229,405 146.104	246,994	246,994 154.500	246,994 154.500
Tax Subsidies County Suplmtl Funds	16,159	9,064	16,163	25,561	2,308	167,258	0
Non-Patient Revenues	2,041,381	2,246,097	1,743,355	1,627,542	2,217,155	719,506	695,986
Total Operating Revenue	5,972,289	6,128,956	5,506,919	6,713,341	7,196,118	4,077,944	5,495,429
Operating Expenses							
Salaries and Wages	2,941,226	3,104,224	3,125,159	3,420,974	3,600,025	4,119,595	3,674,360
Fringe Benefits Contract Labor	102,477	/52,/08 59.516	114.886	830,9977	938,302 87.455	913,089	101.775
Physicians Fees	246,631	331,858	350,783	330,533	317,726	280,402	260,382
Purchased Services	513,857	691,337	772,336	892,521	820,559	840,396	941,985
Supply Expense	685,518	751,025	903,883	995,446	876,735	700,018	814,829
Utilities Renairs and Maintenance	75,471 58.325	80,680 58.592	92,287 139.712	77.524	115,835	104,939 61.860	107,960
Insurance Expense	85,267	103,277	110,683	112,745	122,476	185,434	133,116
All Other Operating Expenses	70,922	160,745	148,752	101,142	135,411	59,602	47,639
IGT Expense	58,743	109,484	172,366	0 10 20	91,499	0	0
Leases and Kentals 1206 (b) CI INIC	/6,150 98.810	19,233	79,424	206,18	09,475	0/5'67	42,245
Total Operating Expenses	5,720,023	6,377,306	6,901,255	7,010,605	7,266,235	7,461,433	7,163,744
EBIDA	252,266	(248,351)	(1,394,337)	(297,264)	(70,116)	(3,383,489)	(1,668,315)
Interest Devreciation and Amortization							
Depreciation Expense	497,808	506,497	494,721	472,317	558,920	514,671	515,528
Interest & Amortization Expense Total Interest, Depr, & Amort.	418,193 916,000	422,094 928,591	447,994 942,715	391,606 863,923	481,556 1,040,476	434,111 948,782	445,099 960,627
Non-Operating Revenue: Contributions & Other	7,745	27,759	7,121	25,068	149,485	13,926	1,225,118
Tax Subsidies for GO Bonds - M-A	692,457	666,966	598,410	616,059	627,353	627,353	627,353
Total Non Operating Revenue/(Expense)	700,202	694,725	605,531	641,127	776,839	641,279	1,852,471
Total Net Surplus/(Loss)	36,467	(482,217)	(1,731,521)	(520,060)	(333,754)	(3,690,992)	(776,471)
Change in Interest in Foundation	0 0	0	0	0			0 0
Increase/(Decrease in Unrestricted Net Assets		\$ (1,171,791)	\$ (1,732,171)	\$ (804,852)	\$ (333,754)	\$ (3,690,992) \$	\$ (776,471)
Total Profit Maroin	0.6%	-7.9%	-31.4%	-7.7%	4.6%	-90.5%	-14.1%
EBIDA %	4.2%	4.1%	-25.3%	4.4%	-1.0%	-83.0%	-30.4%
Actual EBIDA YTD						(3,383,489)	(1,668,315)
Adjustments to EBIDA to account for Cash Impact of GASB Lease Reclassification	GASB Lease Reclassific	ation December				(52,549)	(52,549) 1 420 948
Aurustinent for Normalization of Supplemental income (ver or current month receipts) Effective EBIDA after Normalization of Supplementals & Adjustments for Cash Outlays for Leases	& Adjustments for Cas	h Outlays for Le	ases			(1,914,021)	(299,916)

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	FYE18/19	FYE19/20	FYE 20/21	FYE 21/22	FYE 22/23	FYE 22/23	FYE 22/23	FYE 22/23	FYE 22/23	FYE 22/23	FYE 22/23	FYE 22/23	FYE 22/23	FYE 22/23	FYE 22/23	FYE 23/24	FYE 23/24
	MONTHLY AVE.	NONTHLY AVE.	MONTHLY AVE. N	MONTHLY AVE. MONTHLY AVE. MONTHLY AVE. MONTHLY AVE.	IONTHLY AVE.	9/30/2022	10/31/2022	11/30/2022	12/31/2022	1/31/2023	2/28/2023	3/31/2023	4/30/2023	5/31/2023	6/30/2023	7/31/2023	8/31/2023
Gross Patient Revenue Inpatient Revenue	\$ 7,667,883	\$ 7,401,282 \$	\$ 9,331,371 \$	\$ 16,603,390 \$	12 14,336,446	\$ 13,156,157 \$	13,207,417 \$	14,560,451 \$	17,505,552 \$	15,327,216 \$	13,691,246 \$	12,451,963 \$	12,872,356 \$	13,178,063 \$	11,147,397 \$	12,272,477 \$	13,826,953
Inpatient Psych/Rehab Revenue Outnatient Revenue	16.765.365	0 15.067.104	0 11.933.682	20.932.075	0 25.353.762	24 122 862	- 27.374.507	23 068 968	- \$ - \$	25 994 869 \$	23 543 943 5	27 831 252 5	- 5 509 141 \$		28 029 203		- 26 907 760
Long Term Care Revenue	0	00	0		0							s .		-		-	-
Total Gross Patient Revenue	24,433,247	22,468,386	21,265,053	37,535,465	39,690,208	37,279,019	40,581,924	37,629,419	42,251,693	41,322,085	37,235,189	40,283,214	35,481,497	42,643,263	39,176,601	37,091,605	40,734,713
Deductions From Revenue																	
Discounts and Allowances Bad Debt Expense	(19,588,148) (858,023)	(17,845,730) (653,280)	(16,635,734) (824,395)	(31,267,149) (1,045,570)	(33,562,183) (1,047,941)	(30,986,845) (1,113,485)	(34,683,286) (734,463)	(32,035,399) \$ (971,962) \$	\$ (35,904,405) \$ (\$ (1,015,237) \$	(35,468,343) \$ (353,998) \$	\$ (30,914,713) \$ \$ (1,246,067) \$	(35,779,812) \$ (334,016) \$	(30,383,694) \$ (799,841) \$	(35,144,037) (2,076,998)	\$ (32,029,039) \$ \$ (2,232,123) \$	\$ (32,843,917) \$ \$ (864,969) \$	\$ (34,825,978) \$ (964,980)
GI HMO Discounts	0	0	0	0	0	- 1002 2011	-	- \$	- \$		69 6			-	\$ - 2	0 0	
Unamy care Total Deductions From Revenue	(20,502,339)	(18,585,527)	(17,501,490)	(130,347)	(34,707,567)	(32,528,120)	(35,447,702)	(33,044,076)	(36,985,198)	(35,837,156)	(32,175,562)	(36,171,227)	(31,305,399)	(37,342,898)	(34,445,026)	(33,733,167) \$	(35,935,270)
Net Patient Revenue	- ^{83.9%} 3,930,908	- ^{82.7%} 3,882,859	- ^{82.3%} 3,763,563	- ^{86.5%} 5,085,799	-87.4% 4,982,641	- ^{87.3%} 4,750,899	- ^{87.3%} 5,134,222	- ^{87.8%}	-87.5% 5,266,495	- ^{86.7%} 5,484,928		- ^{89.8} %	-88.2% 4,176,098	- ^{87.6%} 5,300,365	-87.9% 4,731,574	-90.9% 3,358,438	- ^{88.2%} 4,799,443
Non- Patient Revenues IGT/DSH Revenues	1,485,337	1,157,326	869,707	501,407	939,467	,	,	,	,	دی ۱	ر ه ۱	8,095,568 \$	3.178.030 \$,	0	35.377	136.446
Grants & Other Op Revenues Clinic Net Revenues	205,590	750,434	505,190 0	725,065	873,887 0	93,358	138,568	512,304	1,059,520	383,032 \$	951,722 \$	4,151,470 \$	285,071 \$	440,060 \$	1,866,64	-	158,046
Tax Subsidies Measure D	196,524	199,469	209,744	229,405	246,994	246,994	246,994	246,994	246,994		246,994 \$	246,994 \$	246,994 \$			246,994	246,994
Tax Subsidies Prop 13 Tax Subsidies County Suplmtl Funds	115,388 16,159	114,061 9,064	142,552 16,163	146,104 25,561	154,500 2,308	154,500	154,500	154,500	154,500	154,500 \$	154,500 \$	154,500 \$ 27,692 \$	154,500 5	124,500 \$			154,500
Non-Patient Revenues	2,041,381	2,246,097	1,743,355	1,627,542	2,217,155	494,852	540,062	913,798	1,461,014	784,526	1,353,216	12,676,224	3,864,596	811,554	2,298,140	719,506	695,986
Total Operating Revenue	5,972,289	6,128,956	5,506,919	6,713,341	7,199,796	5,245,751	5,674,284	5,499,141	6,727,509	6,269,454	6,412,844	16,788,211	8,040,693	6,111,918	7,029,715	4,077,944	5,495,429
Operating Expenses Salaries and Wages	2,941,226	3,104,224	3,125,159	3,420,974	3,600,025	3,344,149	3,505,628	3,406,624 \$	3,976,933 \$	3,389,453 \$	3,077,122 \$	3,403,893	4,883,009	3,569,623	3,495,555	4,119,595	3,674,360
Fringe Benefits	702,477 106 628	752,708	856,889 114 886	830,599 99 977	938,302 87 455	904,958 72 561	895,221 50 991		921,667 \$ 81 713 \$	923,548 \$ 199 814 \$	909,630 \$ 141 964 \$	983,304 74 693	1,136,954	980,844 57 987	909,491 25 758	913,089 170 728	970,221 101.775
Physicians Fees	246,631	331,858	350,783	330,533	322,524	350,634	308,777	291,979 \$	352,767 \$		329,986 \$	329,711	350,804	344,225	242,648	280,402	260,382
Purchased Services Supply Expense	513,857 685,518	751,025	903,883	995,446	876,735	823,019	895,128	735,602 \$	839,353 \$	987,328 \$	723,243 \$	988,949	1,051,584	808,794	1,080,707	700,018	814,829
Utilities Domics and Maintenance	75,471	80,680 58 592	92,287	111,192	115,835	113,507	99,363 111 348	120,651 \$ 66 765 \$	115,611 \$ 08 140 \$	96,716 \$	105,867 \$	98,940 85 772	194,633	105,066	136,923 61 628	104,939 61 860	107,960
repairs and maintenance Insurance Expense	36,323 85,267	30,332 103,277	110,683	112,745	122,393	133,709	119,141	00,/03 \$ 122,505 \$	30,143 \$ 118,248 \$	114,116 \$	117,116 \$	103,000	117,993	122,000	141,364	185,434	133,116
All Other Operating Expenses	70,922	160,745	148,752	101,142	135,411	47,279	84,177	189,078	143,484	139,122	48,806	72,459	384,176 207 0AD	118,594	125,742	59,602	47,639
Leases and Rentals	76,150	79,233	79,424	37,952	69,475	106,555	51,072	58,251	80,559	765	61,844	62,060	72,328	65,966	103,254	25,370	42,245
1206 (b) CLINIC Total Operating Expenses	98,810 5,720,023	94,628 6,377,306	34,096 6,901,255	0 7,010,605	0 7,266,151	6,893,407	6,923,449	6,833,839	7,474,599	7,091,173	- 6,093,690	7,770,997	9,556,872	7,067,438	7,449,059	7,461,433	7,163,744
EBIDA	252,266	(248,351)	(1,394,337)	(297,264)	(66,356)	(1,647,656)	(1,249,165)	(1,334,698)	(747,090)	(821,719)	319,154	9,017,214	(1,516,179)	(955,520)	(419,344)	(3,383,489)	(1,668,315)
Interest, Depreciation, and Amortization Depreciation and Amortization		506,497	494,721	472,317	558,920	406,450	446,580	426,319	648,669	661,981	660,120	626,682 \$		609,030 \$		514,671	515,528
Interest Expense Total Interest, Depr, & Amort.	418,193 916,000	422,094 928,591	447,994 942,715	391,606 863,923	481,556 1,040,476	409,794 816,243	394,794 841,374	419,794 846,112	625,830 1,274,500	491,596 1,153,577	425,067 1,085,187	467,039 \$	550,064 \$ 1,177,679	1	1,047,126	434,111 \$ 948,782	960,627
Non-Operating Revenue: Contributions & Other	7,745	27,759	7,121	25,068	149,485	3,065	2,068	3,065	307,953	(48,783)	1,875	3,578	5,682 \$	2,771 \$	738 \$	13,926 \$	1,225,118
Tax Subsidies for GO Bonds - M-A Total Non Operating Revenue/(Expe	692,457	666,966 694,725	598,410 605,531	616,059 641,127	627,353 776,839	627,353 630,418	627,353 629,421	627,353 630,418	627,353 935,307	627,353 578,570	627,353 629,228	627,353 630,931		627,353 630,125	627,353 628,091	627,353 641,279	627,353 1,852,471
Total Net Surplus/(Loss)	36,467	(482,217)	(1,731,521)	(520,060)	(329,993)	(1,833,481)	(1,461,118)	(1,550,393)	_	(1,396,726)	(136,804)	8,554,424	(2,060,822)	(1,507,824)	(838,378)	(3,690,992)	(776,471)
Change in Interest in Foundation Extra-ordinary Loss on Financing	0 0	0 (689,574)	0 (650)	0 (284,792)	• •	• •				0 0				0 0		0 0	0 0
Increase/(Decrease in Unrestricted Net / \$	36,467	\$ (1,171,791) \$	(1,732,171)	\$ (804,852) \$	(329,993)	\$ (1,833,481) \$	\$ (1,461,118) \$	(1,550,393)	\$ (1,086,283) \$	(1,396,726) \$	(136,804) \$	8,554,424 \$	(2,060,822) \$	\$ (1,507,824) \$	(838,378) \$	\$ (3,690,992) \$	(1/6,4/1)
Total Profit Margin EBIDA %	0.6% 4.2%	-7.9% -4.1%	-31.4% -25.3%	-7.7% -4.4%	-4.6% -0.9%	-35.0% -31.4%	-25.7% -22.0%	-28.2% -24.3%	-16.1% -11.1%	-22.3% -13.1%	-2.1% 5.0%	51.0% 53.7%	-25.6% -18.9%	-24.7% -15.6%	-11.9% -6.0%	-90.5% -83.0%	-14.1% -30.4%
			ALL DATE OF ALL DA			AND	A STATE OF A	State of the second sec				State of the second second		A CONTRACTOR OF			ALC: NO PERSONNEL STORY

Cash (000's)	Represents all unrestricted cash in the bank at each month-end.
Days Cash on Hand	Calculated by dividing amount of Cash on Hand by the historical average daily amount of cash requirmements to cover operating expenses.
Accounts Receivable - Net (000's)	Equals the sum of all (patient) accounts that are due to the hospital, less estimated adjustments for discounts and other contractual disallowances for which the patients may be entitled.
A/R Days - Net	This measures the average number of days it takes to collect payment of the Net Accounts Receivable. Lower values are desired.
Current Ratio (Current Assets/Current Liabilities)	A measure that illustrates the ability for the hospital to pay its obligations that come due over the course of the next year. The greater the Current Assets as compared to the Current Liabilities, the stronger position the organization is in to pay its upcoming obligations. Desired position is greater than 1:00 to 1:00, preferably at least 1:25 to 1:00 or greater.
Quick Ratio	This measures the Cash + Net Accounts Receivable compared to the Current Liabilities. Desired ratio is greater than 1.00 : 1.00.
Accounts Payable (000's)	Reflects payment obligations of the Hospital as of a point in time. Excludes Loans, Payroll and other Debt obligations. Lower values are desired.
Accounts Payable Days	Reflects the average number of days that it takes to pay routine bills. Lower numbers are desired. Calculated by dividing the Accounts Payable amount by the historical average daily cost of routine expenses.
Line of Credit Balance (000's)	The amount that is currently borrowed from a lending institution as of a given point in time.

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BALANCE SHEET (Period End)

SAN GORGONIO MEMORIAL HOSPITAL



SAN GORGONIO MEMORIAL HOSPITAL



 59
 69
 62
 114
 117
 84
 133

107

A/P DAYS

15

chiv	Var (Aug 23 Act - Var% Aug 23 Bud)	101,122 11.52 % -643,894 -62.85 % -891,208 -13.95 % -918,764 -16.07 % 27,556 4.12 % 247,314 3.34 % 247,314 3.34 % 28,550 0.60 % 29,169 2.37 % 189,595 13.50 % 744,694 67.22 % 322 0.03 %	Monday, September 25, 2023 11:14:37 PM
Mon	Aug 23 Act	-776,471 -1,668,315 5,495,429 4,799,443 695,986 7,163,744 4,746,356 1,202,367 1,215,021 1,852,471 960,627	Mom
Select Periods DISTRICT & HOSPITAL - Monthly	Aug 23 Bud Aug 23 Act	-877,593 -1,024,421 6,386,637 5,718,207 668,430 7,411,058 4,774,906 1,404,616 1,404,616 1,107,777 960,949	
Select Periods DISTRICT & H(Jul 23 Act	-3,690,992 -3,383,489 4,077,944 3,358,438 719,506 7,461,433 5,203,412 1,137,223 641,279 948,782 948,782	
	Aug 22 Act	-1,575 -1,215,379 5,658,117 4,877,772 780,345 6,873,496 6,873,496 6,873,496 1,141,994 1,231,078 640,995 1,027,191	L of 1
Income Statement SAN GORGONIO MEM. HEALTH CARE I	SAN GORGONIO MEM. HEALTH CARE DISTRICT & HOSPITAL - Monthly		Page 1 of 1
SAN	SAN GORGONIO MEM. HEAL	NIET INCOME EBIDA E- NET SERVICE REVENUE E- NET SERVICE REVENUE E- OTHER OPERATING REVENUE E- TOTAL OPERATING EXPENSE E- TOTAL OPERATING EXPENSE E- TOTAL OPERATING EXPENSE E- TOTAL OPERATING EXPENSE E- TOTAL INTEREST & DEPRECIATION TOTAL INTEREST & DEPRECIATION	

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SAN GORGONIO MEM. HEALTH CARE DISTRICT & HOSPITAL - YTD	Aug 22 ActYTD	Jul 23 ActYTD	Aug 23 BudYTD	Aug 23 ActYTD	Var (Aug 23 ActYTD - BudYTD)	Var%
NET INCOME	-1,188,089	-3,690,992	-2,055,734	-4,467,463	-2,411,729 -117.32 %	.117.32 %
EBIDA	-1,741,252	-3,383,489	-1,897,390	-5,051,804	-3,154,414 -166.25 %	166.25 %
D. NET SERVICE REVENUE	11,825,685	4,077,944	12,812,235	9,573,373	-3,238,862	-25.28 %
H NET PATIENT REVENUE	10,360,933	3,358,438	11,370,380	8,157,881	-3,212,499	-28.25 %
THER OPERATING REVENUE	1,464,752	719,506	1,441,855	1,415,492	-26,363	-1.83 %
TOTAL OPERATING EXPENSE	13,566,937	7,461,433	14,709,625	14,625,177	84,448	0.57 %
TOTAL OPERATING EXPENSE	13,566,937	7,461,433	14,709,625	14,625,177	84,448	0.57 %
H NON-OPERATING REVENUE & EXPENSE	2,666,479	641,279	1,763,554	2,493,750	730,196	41.40 %
Don-OPERATING REVENUE & EXPENSE	2,666,479	641,279	1,763,554	2,493,750	730,196	41.40 %
H- NON-OPERATING REVENUE & EXPENSE	2,666,479	641,279	1,763,554	2,493,750	730,196	41.40 %
TOTAL INTEREST & DEPRECIATION	2,113,316	948,782	1,921,898	1,909,409	12,489	0.65 %
C TOTAL INTEREST & DEPRECIATION	2,113,316	948,782	1,921,898	1,909,409	12,489	0.65 %
中. TOTAL INTEREST & DEPRECIATION	2,113,316	948,782	1,921,898	1,909,409	12,489	0.65 %

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Page 1 of 1

Monday, September 25, 2023 11:15:54 PM

SAN GORGONIO MEMORIAL HOSPITAL

			KEY S	KEY STATISTICS AND RATIOS	RATIOS		
		08/31/22	08/31/23	08/31/23	2024 2 MOS. YTD	2024 2 MOS. YTD	2023
		ACTUAL	ACTUAL	BUDGET	ACTUAL	BUDGET	YR END TOTAL
		FY23	FY 24	FY 24	FY 24	FY 24	FY 23
[1]	Total Acute Patient Days	689	670	677	1,229	1,368	7,636
[2]	Average Daily Census	22.2	21.6	21.8	19.8	22.1	20.9
[3]	Average Acute Length of Stay	3.81	3.19	3.51	3.35	3.47	3.49
[4]	Patient Discharges	181	210	193	367	394	2,186
[2]	Adjusted Patient Days	1,765	2,009	1,888	3,660	3,762	21,460
[9]	Observation Days	277	316	286	595	566	3,160
[2]	Total Emergency Room Visits	3,593	3,584	3,790	6,855	7,493	41,821
[8]	Average ED Visits Per Day	116	116	122	111	121	115
[6]	Total Surgeries (Excluding G.I.'s)	134	151	138	249	279	1,433
[10]	[10] Deliveries/Births	17	11	14	21	27	131

18

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SAN GORGONIO MEM. HEALTH CARE DISTRICT & HOSPITAL - Monthly	. HEALTH CAF	RE DISTRICT	& HOSPITAL	Monthly	Aug 22 Act	Jul 23 Act	Aug 23 Bud	Aug 23 Act	Var (Aug 23 Act - Aug 23 Bud)	Var%	
NET INCOME		and a second sec			(1,601,575)	(3,690,992)	(877,593)	(776,471)	101,122	11.52%	2
EBIDA					(1,215,379)	(3,383,489)	(1,024,421)	(1,668,315)	(643,894)	-62.85%	m
NET SERVICE REVENUE					5,658,117	4,077,944	6,386,637	5,495,429	(891,208)	-13.95%	4
NET PATIED	NET PATIENT REVENUE				4,877,772	3,358,438	5,718,207	4,799,443	(918,764)	-16.07%	5
	GROSS REVENUE FROM PATIENT SERVICES	VUE FROM F	ATIENT SER	VICES	41,005,636	37,091,605	42,160,239	40,734,713	(1,425,526)	-3.38%	9
	TC	TAL INPATI	TOTAL INPATIENT REVENUE	E	16,241,103	12,272,477	15,256,191	13,826,953	(1,429,238)	-9.37%	2
	TC	TAL OUTPA	TOTAL OUTPATIENT REVENUE	NUE	24,764,533	24,819,128	26,904,048	26,907,760	3,712	0.01%	∞
	DEDUCTIONS FROM REVENUE	FROM REVI	ENUE		(36,127,864)	(33,733,167)	(36,442,032)	(35,935,270)	506,762	1.39%	6
			501(501052 - CONTRACTUAL ALLOWANCES	(35,209,893)	(32,843,917)	(35,517,540)	(34,825,978)	691,562	1.95%	10
			5011	501153 - BAD DEBT EXPENSE	(851,375)	(864,969)	(837,044)	(964,980)	(127,936)	-15.28%	11
			5012	501254 - CHARITY WRITE_OFFS	(66,596)	(24,281)	(87,448)	(144,312)	(56,864)	-65.03%	12
OTHER OPE	OTHER OPERATING REVENUE	ENUE			780,345	719,506	668,430	695,986	27,556	4.12%	13
	OTHER REVENUE - RATE RANGE	JUE - RATE F	ANGE		0	0	0	0	0	0.00%	14
	OTHER REVENUE - OTHER SUPPLEMENTALS	NUE - OTHER	SUPPLEMEN	VTALS	0	0	0	0	0	0.00%	15
	OTHER REVENUE - DSH	NUE - DSH			0	35,377	0	0	0	0.00%	16
	OTHER REVENUE - P4P	NUE - P4P			0	0	0	136,446	136,446	0.00%	17
	OTHER REVENUE - OTHER	VUE - OTHER	~		378,851	115,377	258,603	158,046	(100,557)	-38.88%	18
	OPERATNG TAX REVENUES	AX REVENUE	S		401,494	568,752	409,827	401,494	(8,333)	-2.03%	19
TOTAL OPE	TOTAL OPERATING EXPENSE	INSE			6,873,496	7,461,433	7,411,058	7,163,744	247,314	3.34%	20
	TOTAL LABOR EXPENSE	EXPENSE			4,500,424	5,203,412	4,774,906	4,746,356	28,550	0.60%	21
		1W4	WAGES		3,551,181	4,119,595	3,690,132	3,674,360	15,772	0.43%	22
		EN	EMPLOYEE BENEFITS	IEFITS	876,468	913,089	998,901	970,221	28,680	2.87%	23
		8	CONTRACT LABOR	OR	72,775	170,728	85,873	101,775	(15,902)	-18.52%	24
		Hd	PHYSICIAN FEES		312,861	280,402	312,187	260,382	51,805	16.59%	25
		PU	PURCHASED SERVICES	RVICES	829,133	840,396	919,349	941,985	(22,636)	-2.46%	26
		SUI	SUPPLY EXPENSE	SE	874,922	700,018	936,582	814,829	121,753	13.00%	27
		Ľ	UTILITIES		35,981	104,939	109,587	107,960	1,627	1.48%	28
		REF	PAIRS AND N	REPAIRS AND MAINTENANCE	112,708	61,860	82,349	69,232	13,117	15.93%	29
		INS	INSURANCE		127,547	185,434	146,289	133,116	13,173	8.00%	30
		0T.	OTHER EXPENSES	ES	79,920	59,602	84,435	47,639	36,796	43.58%	31
		LE4	LEASE AND RENTALS	ITALS	0	25,370	45,374	42,245	3,129	6.90%	32
	N	N-OPERAT	ING REVENU	NON-OPERATING REVENUE & EXPENSE	640,995	641,279	1,107,777	1,852,471	744,694	67.22%	33
		UT0	HER NON-OF	OTHER NON-OPERATING REVENUE	13,642	13,926	480,424	1,225,118	744,694	155.01%	34
		NO	N-OPERATIN	NON-OPERATING TAX REVENUE	627,353	627,353	627,353	627,353	0	0.00%	35
		.01	TAL INTERES	TOTAL INTEREST & DEPRECIATION	1,027,191	948,782	960,949	960,627	322	0.03%	36
		DEI	DEPRECIATION		455,357	514,671	522,162	515,528	6,634	1.27%	37
		N	TEREST & AM	INTEREST & AMORTIZATION	571,834	434,111	438,787	445,099	(6,312)	-1.44%	38
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											Var		
SAP	SAN GORGONIO MEM. HEALTH CARE DISTRICT & HOSPITAL - Monthly	M. HEALTH C	CARE DIST	FRICT & HO	SPITAL - Mo	nthly	Aug 22 Act	Jul 23 Act	Aug 23 Flex	Aug 23 Act	(Aug 23 Act - Aug 23 Flex)	Var%	
2 NET	NET INCOME						-1,601,575	-3,690,992	-1,571,675	-776,471	795,204	50.60%	2
m	EBIDA						-1,215,379	-3,383,489	-1,718,460	-1,668,315	50,145	2.92%	ŝ
4 NET	NET SERVICE REVENUE	Γ					5,658,117	4,077,944	5,641,231	5,495,429	-145,802	-2.58%	4
5	NET PATIE	NET PATIENT REVENUE	ш				4,877,772	3,358,438	4,972,801	4,799,443	-173,358	-3.49%	2
9		GROSS REV	/ENUE FR	GROSS REVENUE FROM PATIENT SERVICES	IT SERVICES		41,005,636	37,091,605	40,837,431	40,734,713	-102,718	-0.25%	9
2			TOTAL IN	TOTAL INPATIENT REVENUE	:VENUE		16,241,103	12,272,477	14,405,725	13,826,953	-578,772	-4.02%	7
8			TOTAL O	TOTAL OUTPATIENT REVENUE	REVENUE		24,764,533	24,819,128	26,431,706	26,907,760	476,054	1.80%	∞
6	Normality of the statement of the statem	DEDUCTIONS FROM REVENUE	NS FROM	REVENUE	and the second sec		-36,127,864	-33,733,167	-35,864,630	-35,935,270	-70,640	-0.20%	6
10					501052 - C	501052 - CONTRACTUAL ALLOWANCES	-35,209,893	-32,843,917	-34,954,786	-34,825,978	128,808	0.37%	10
11					501153 - E	501153 - BAD DEBT EXPENSE	-851,375	-864,969	-823,782	-964,980	-141,198	-17.14%	11
12					501254 - C	501254 - CHARITY WRITE_OFFS	-66,596	-24,281	-86,062	-144,312	-58,250	-67.68%	12
13	OTHER OF	OTHER OPERATING REVENUE	EVENUE				780,345	719,506	668,430	695,986	27,556	4.12%	13
14		OTHER REV	'ENUE - R	OTHER REVENUE - RATE RANGE			0	0	0	0	0	0.00%	14
15		OTHER REV	/ENUE - O	OTHER REVENUE - OTHER SUPPLEMENTALS	LEMENTALS		0	0	0	0	0	0.00%	15
16		OTHER REVENUE - DSH	/ENUE - D	ISH			0	35,377	0	0	0	0.00%	16
17		OTHER REVENUE - P4P	/ENUE - P	4P			0	0	0	136,446	136,446	0.00%	17
18		OTHER REVENUE - OTHER	/ENUE - O	THER			378,851	115,377	258,603	158,046	-100,557	-38.88%	18
19		OPERATNG TAX REVENUES	TAX REV	ENUES			401,494	568,752	409,827	401,494	-8,333	-2.03%	19
20	TOTAL OP	TOTAL OPERATING EXPENSE	PENSE				6,873,496	7,461,433	7,359,691	7,163,744	195,947	2.66%	20
21	-	TOTAL LABOR EXPENSE	OR EXPEN	VSE			4,500,424	5,203,412	4,736,878	4,746,356	-9,478	-0.20%	21
22				WAGES			3,551,181	4,119,595	3,681,278	3,674,360	6,918	0.19%	22
23				EMPLOYE	EMPLOYEE BENEFITS		876,468	913,089	982,590	970,221	12,369	1.26%	23
24				CONTRACT LABOR	T LABOR		72,775	170,728	73,010	101,775	-28,765	-39.40%	24
25				PHYSICIAN FEES	N FEES		312,861	280,402	312,187	260,382	51,805	16.59%	25
26				PURCHAS	PURCHASED SERVICES	2	829,133	840,396	928,206	941,985	-13,779	-1.48%	26
27				SUPPLY EXPENSE	XPENSE		874,922	700,018	914,392	814,829	99,563	10.89%	27
28				UTILITIES			35,981	104,939	109,587	107,960	1,627	1.48%	28
29				REPAIRS #	REPAIRS AND MAINTENANCE	ENANCE	112,708	61,860	82,170	69,232	12,938	15.75%	29
30				INSURANCE	CE		127,547	185,434	146,289	133,116	13,173	9.00%	30
31				OTHER EXPENSES	(PENSES		79,920	59,602	84,604	47,639	36,965	43.69%	31
32				LEASE AN	LEASE AND RENTALS		0	25,370	45,378	42,245	3,133	6.90%	32
33			NON-OP	ERATING RE	NON-OPERATING REVENUE & EXPENSE	(PENSE	640,995	641,279	1,107,777	1,852,471	744,694	67.22%	33
34				OTHER NO	ON-OPERATI	OTHER NON-OPERATING REVENUE	13,642	13,926	480,424	1,225,118	744,694	155.01%	34
35				NON-OPE	NON-OPERATING TAX REVENUE	(REVENUE	627,353	627,353	627,353	627,353	0	0.00%	35
36				TOTAL IN	TEREST & DE	TOTAL INTEREST & DEPRECIATION	1,027,191	948,782	960,992	960,627	365	0.04%	36
37				DEPRECIATION	VTION		455,357	514,671	522,205	515,528	6,677	1.28%	37
38				INTEREST	INTEREST & AMORTIZATION	ATION	571,834	434,111	438,787	445,099	-6,312	-1.44%	38
39													39
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SAN	SAN GORGONIO MEM. HEALTH CARE DISTRICT & HOSPITAL - YTD	DISTRICT & HOSPITAL - YTD	Aug 22 ActYTD	Jul 23 ActYTD	Aug 23 BudYTD	Aug 23 ActYTD	(Aug 23 ActYTD - Aug 23 BudYTD)	Var%	-
NET	NET INCOME		(1,188,089)	(3,690,992)	(2,055,734)	(4,467,463)	-	-117.32%	2
EBIDA	DA		(1,741,252)	(3,383,489)	(1,897,390)	(5,051,804)	(3,154,414)	-166.25%	m
NET	NET SERVICE REVENUE		11,825,685	4,077,944	12,812,235	9,573,373	(3,238,862)	-25.28%	4
	NET PATIENT REVENUE		10,360,933	3,358,438	11,370,380	8,157,881	(3,212,499)	-28.25%	5
	GROSS REVENUE	GROSS REVENUE FROM PATIENT SERVICES	82,416,019	37,091,605	83,984,217	77,826,318	(6,157,899)	-7.33%	9
	TOTAL	TOTAL INPATIENT REVENUE	32,025,737	12,272,477	30,671,227	26,099,430	(4,571,797)	-14.91%	7
	TOTAL	TOTAL OUTPATIENT REVENUE	50,390,282	24,819,128	53,312,990	51,726,888	(1,586,102)	-2.98%	∞
	DEDUCTIONS FROM REVENUE	OM REVENUE	(72,055,086)	(33,733,167)	(72,613,837)	(69,668,437)		4.06%	6
		501052 - CONTRACTUAL ALLOWANCES	(70,263,269)	(32,843,917)	(70,771,709)	(67,669,895)		4.38%	10
		501153 - BAD DEBT EXPENSE	(1,697,104)	(864,969)	(1,667,881)	(1,829,949)	(162,068)	-9.72%	11
		501254 - CHARITY WRITE_OFFS	(94,713)	(24,281)	(174,247)	(168,593)	5,654	3.24%	12
	OTHER OPERATING REVENUE	JE	1,464,752	719,506	1,441,855	1,415,492	(26,363)	-1.83%	13
	OTHER REVENUE - RATE RANGE	- RATE RANGE	0	0	0	0	0	0.00%	14
	OTHER REVENUE	OTHER REVENUE - OTHER SUPPLEMENTALS	0	0	0	0	0	0.00%	15
	OTHER REVENUE - DSH	- DSH	18,745	35,377	18,745	35,377	16,632	88.73%	16
	OTHER REVENUE - P4P	: - P4P	99,751	0	86,250	136,446	50,196	58.20%	17
	OTHER REVENUE - OTHER	- OTHER	543,268	115,377	517,206	273,423	(243,783)	-47.13%	18
	OPERATNG TAX REVENUES	REVENUES	802,988	568,752	819,654	970,246	150,592	18.37%	19
	TOTAL OPERATING EXPENSE		13,566,937	7,461,433	14,709,625	14,625,177	84,448	0.57%	20
	TOTAL LABOR EXPENSE	(PENSE	9,060,911	5,203,412	9,544,642	9,949,768	(405,126)	-4.24%	21
		WAGES	7,103,763	4,119,595	7,375,501	7,793,955	(418,454)	-5.67%	22
d		EMPLOYEE BENEFITS	1,767,018	913,089	1,996,907	1,883,310	113,597	5.69%	23
-1		CONTRACT LABOR	190,130	170,728	172,234	272,503	(100,269)	-58.22%	24
	,	PHYSICIAN FEES	564,436	280,402	624,374	540,784	83,590	13.39%	25
		PURCHASED SERVICES	1,600,140	840,396	1,735,516	1,782,381	(46,865)	-2.70%	26
		SUPPLY EXPENSE	1,581,162	700,018	1,870,190	1,514,847	355,343	19.00%	27
		UTILITIES	137,593	104,939	218,234	212,899	5,335	2.44%	28
		REPAIRS AND MAINTENANCE	171,309	61,860	164,501	131,092	33,409	20.31%	29
		INSURANCE	259,525	185,434	292,578	318,550	(25,972)	-8.88%	30
		OTHER EXPENSES	191,861	59,602	168,842	107,241	61,601	36.48%	31
		LEASE AND RENTALS	0	25,370	90,748	67,615	23,133	25.49%	32
)-NON	NON-OPERATING REVENUE & EXPENSE	2,666,479	641,279	1,763,554	2,493,750	730,196	41.40%	33
		OTHER NON-OPERATING REVENUE	1,411,773	13,926	508,848	1,239,044	730,196	143.50%	34
		NON-OPERATING TAX REVENUE	1,254,706	627,353	1,254,706	1,254,706	0	0.00%	35
		TOTAL INTEREST & DEPRECIATION	2,113,316	948,782	1,921,898	1,909,409	12,489	0.65%	36
		DEPRECIATION	1,113,799	514,671	1,044,324	1,030,199		1.35%	37
		INTEREST & AMORTIZATION	999,517	434,111	877,574	879,210	(1,636)	-0.19%	38
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SAN GORGONIO MEM. HEALTH CARE DISTRICT & HOSPITAL - YTD	Q	Aug 22 ActYTD	Jul 23 ActYTD	Aug 23 FlexYTD	Aug 23 ActYTD	(Aug 23 ActYTD - Aug 23 FlexYTD)	Var%	1
		(1,188,089)	(3,690,992)	(4,616,364)	(4,467,463)	-	3.23%	2
		(1,741,252)	(3,383,489)	(4,460,399)	(5,051,804)	(591,405)	-13.26%	m
NET SERVICE REVENUE		11,825,685	4,077,944	9,701,232	9,573,373	(127,859)	-1.32%	4
NET PATIENT REVENUE		10,360,933	3,358,438	8,259,377	8,157,881	(101,496)	-1.23%	2
GROSS REVENUE FROM PATIENT SERVICES	S	82,416,019	37,091,605	75,991,483	77,826,318	1	2.41%	9
TOTAL INPATIENT REVENUE		32,025,737	12,272,477	26,213,482	26,099,430		-0.44%	7
TOTAL OUTPATIENT REVENUE		50,390,282	24,819,128	49,778,001	51,726,888	1,948,887	3.92%	∞
DEDUCTIONS FROM REVENUE		(72,055,086)	(33,733,167)	(67,732,106)	(69,668,437)	(1,936,331)	-2.86%	6
501052 -	501052 - CONTRACTUAL ALLOWANCES	(70,263,269)	(32,843,917)	(66,013,822)	(62,669,895)		-2.51%	10
501153 -	501153 - BAD DEBT EXPENSE	(1,697,104)	(864,969)	(1,555,752)	(1,829,949)	(274,197)	-17.62%	11
501254 -	501254 - CHARITY WRITE_OFFS	(94,713)	(24,281)	(162,532)	(168,593)	(6,061)	-3.73%	12
OTHER OPERATING REVENUE		1,464,752	719,506	1,441,855	1,415,492)	-1.83%	13
OTHER REVENUE - RATE RANGE		0	0	0	0	0	0.00%	14
OTHER REVENUE - OTHER SUPPLEMENTALS	LS	0	0	0	0	0	0.00%	15
OTHER REVENUE - DSH		18,745	35,377	18,745	35,377	16,632	88.73%	16
OTHER REVENUE - P4P		99,751	0	86,250	136,446	50,196	58.20%	17
OTHER REVENUE - OTHER		543,268	115,377	517,206	273,423	(243,783)	-47.13%	18
OPERATNG TAX REVENUES		802,988	568,752	819,654	970,246	150,592	18.37%	19
TOTAL OPERATING EXPENSE		13,566,937	7,461,433	14,161,631	14,625,177	(463,546)	-3.27%	20
TOTAL LABOR EXPENSE		9,060,911	5,203,412	9,222,341	9,949,768		-7.89%	21
WAGES		7,103,763	4,119,595	7,146,799	7,793,955	<u>(</u>	-9.06%	22
EMPLOYEE BENEFITS	ß	1,767,018	913,089	1,937,500	1,883,310	54,190	2.80%	23
CONTRACT LABOR		190,130	170,728	138,042	272,503	(134,461)	-97.41%	24
PHYSICIAN FEES		564,436	280,402	624,374	540,784		13.39%	25
PURCHASED SERVICES	CES	1,600,140	840,396	1,677,083	1,782,381	(105,298)	-6.28%	26
SUPPLY EXPENSE		1,581,162	700,018	1,704,967	1,514,847	190,120	11.15%	27
UTILITIES		137,593	104,939	218,234	212,899	5,335	2.44%	28
REPAIRS AND MAINTENANCE	ITENANCE	171,309	61,860	163,644	131,092	32,552	19.89%	29
INSURANCE		259,525	185,434	292,578	318,550	(25,972)	-8.88%	30
OTHER EXPENSES		191,861	59,602	167,656	107,241	60,415	36.04%	31
LEASE AND RENTALS	S	0	25,370	90,754	67,615	23,139	25.50%	32
NON-OPERATING REVENUE & EXPENSE	EXPENSE	2,666,479	641,279	1,763,554	2,493,750	730,196	41.40%	33
OTHER NON-OPERATING REVENUE	ATING REVENUE	1,411,773	13,926	508,848	1,239,044	730,196	143.50%	34
NON-OPERATING TAX REVENUE	AX REVENUE	1,254,706	627,353	1,254,706	1,254,706	0	0.00%	35
TOTAL INTEREST & DEPRECIATION	DEPRECIATION	2,113,316	948,782	1,919,519	1,909,409	10,110	0.53%	36
DEPRECIATION		1,113,799	514,671	1,041,945	1,030,199	11,746	1.13%	37
INTEREST & AMORTIZATION	TIZATION	999,517	434,111	877,574	879,210	(1,636)	-0.19%	38
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TAB G

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PROPOSAL and AGREEMENT ARCHITECTURAL and ENGINEERING DESIGN SERVICES

September 19, 2023

- Client: San Gorgonio Memorial Hospital 600 N. Highland Spring Avenue Banning, CA 92220
- Attention: Mr. John Peleuses Vice President of Ancillary and Support Services And/or Mr. Salvador Sanchez Director Plant Operations
- Subject: San Gorgonio Memorial Hospital Fluoroscopy Room 2 Equipment Replacement 600 N. Highland Spring Avenue Banning, CA 92220

Thank you for the opportunity to submit the following proposal and agreement for the subject project:

1. Project Scope of Work:

The project scope includes replacement of the existing Radio Fluoroscopy equipment in the Rad & Fluoro Room #2 with new Philips DXR N90 HP (2 Detectors + Ceiling Suspended Monitor) equipment based on Request for Proposal dated 5 September 2023. This will include the consequential room alterations to accommodate the new equipment and upgrade the adjoining Patient Toilet for accessibility compliance. Provide HCAI processing assistance for an emergency replacement project under HCAI PIN 72 – Emergency Work Authorization.

The project is located in the First Floor Imaging/Radiology Department of a one-story Type III-A sprinklered Building 03 (BLD-01391 – Addition (1980), I-2 General Acute Care Occupancy. The project is under the jurisdiction of HCAI. Disciplines include Architectural, Structural, Mechanical, Plumbing and Electrical Engineers and Physicist Designer.

2. Scope of Services:

Based on the above understanding, ML AoI will provide Architectural and Engineering Design Services for the improvement of the subject project as follows:

- A. Schematic Design Phase Services: Architect shall provide Schematic Design based on Project Scope of Work and coordination with the R/F equipment vendor. Architect shall review the plans with the client SGMH to ascertain the requirements of the project and shall arrive at a mutual understanding of such requirements with the client.
- **B.** Site Investigation Services: After receiving the R/F equipment vendor's final drawings and documents, Architect, Structural, Mechanical, Plumbing and Electrical Engineers shall investigate the existing site conditions.

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2791 Saturn St. Unit A Brea, CA 92821 *ML576_SGMH RF Replacement_A&E_PROPOSAL_R1.doc* Page no. 2

- **C.** Construction Document Phase Services: Based on the mutually agreed-upon scope, the design team shall prepare the Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the project.
- **D.** Governmental and Bid Processing Assistance Services: Architect shall assist in connection with the Owner's responsibility for filing documents required for the approval of government authorities, HCAI. A&E shall respond to plan check comments.
- **E.** Construction Administration Services: A&E shall provide necessary telephone and drawing support for field operations to supplement or clarify information presented on the Construction Documents within the scope of work.

3. Exclusions:

- A. Additional design services based on Owner revisions.
- B. Extensive Governmental agency processing assistance
- C. Extensive Construction Administration Services
- **D.** Plotting and printing
- **E.** Please see Exclusions on Engineers' proposals

4. Fee Proposal:

A. Total Fixed Fee Compensation for Architectural and Engineering Design Services:

The fixed fee for Architectural and Engineering Design Services for the **Fluoroscopy Room 2 Equipment Replacement** project, based upon the currently identified project scope of work and scope of services, shall be as follows:

	Architectural Services (ML Aol) Engineering Consultant Fees:	\$	37,300.00
	Structural Engineering (Spire Structural Engineering) Mechanical Engineering (BMS) Electrical Engineering (SOBE) Physicist Report (National Radiologic Physics)	\$\$\$\$	12,500.00 9,000.00 13,200.00 2,500.00
	Total Architectural and Engineering Design Services Proposal:	<u>\$</u>	74,500.00
В.	Estimated Reimbursable Expenses Amount		
	<u>Reimbursable expenses</u> , such as overnight delivery, plotting And printing fees will be billed at cost plus 15%.	\$	8,000.00
	Proposed A&E Design Services and Reimbursable:	<u>\$</u>	82,500.00
C.	Additive Alternate #1: Rooftop Mechanical Equipment A&E Design Services in case mechanical unit has to be replaced	\$	7,400.00
	Proposed A&E Services and Reimbursable with Additive Alternat	e:	<u>\$ 89,900.00</u>

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D. Hourly Rates for Additional Architectural Services:

Architect	\$195/Hr.
Project Coordinator/ Senior Designer	\$130/Hr.
Cad Operator	\$100/Hr.

E. Hourly Rates for Additional Engineering Design Services:

Please see Engineer proposals for their specific rates.

a. Term of Fee Proposal

The total fee, stated lump sum, shall be understood to be an estimate, based upon Scope of Services, and shall not be exceeded by more than ten percent, without written approval of CLIENT. This fee proposal is valid for 30 days from the date of the Agreement. Where the fee arrangement is to be on an hourly basis, the rates shall be those that prevail at the time services are rendered.

5. Owner/Client Provided Information:

- A. Record drawings (as-built drawings)
- B. Existing Lead Shielding information
- **C.** Equipment drawings (shop drawings and seismic calculations)
- D. Plan Review and Building permit fees
- E. Electrical Panel Readings
- F. Mechanical Air Readings
- G. Fire Alarm Design
- H. Fire Sprinkler Design
- I. Nurse Call System Design
- J. Please see Owner/Client Provided Information on Engineers' proposals

6. Schedule of Payment:

A separate invoice for this project shall be submitted monthly for payment. The accumulated amount shall not exceed the percentage of completion of the services as estimated by ML Aol and approved by Owner/Client. ML Aol has an understanding that the first payments will accumulate and be issued by Owner starting at 5% completion.

This fee shall be distributed as follows:

At Completion of:	Accumulated Fee	Payment Schedule
Schematic Design Phase	10%	TBD
Construction Documents Phase:	75%	TBD
Gov't. Processing Assistance/Bid:	80%	TBD
Construction Phase:	100%	TBD

7. Contract and Business Terms:

A. Unless otherwise noted within the proposal, invoices are due 30 days net and are subject to a 1.5% (18% per annum) interest charge on the unpaid balance.

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- B. This Agreement may be terminated by either party at any time with or without cause by written notice. Termination shall be effective seven days after the date of notice. Upon termination, all invoices presented by ML Architecture of Imaging for Services and Expenses for periods prior to the date of termination shall become immediately due and payable.
- C. Failure of Owner/Client to make payments to ML Architecture of Imaging in accordance with this Agreement shall be cause for termination. ML Architecture of Imaging may upon seven days written notice to Owner/Client of payment not received, suspend Services under this Agreement. In the event of suspension of services by ML Architecture Of Imaging shall in no way relieve Owner/Client of compensating ML Architecture Of Imaging for Services performed and Expenses incurred prior to the date of termination.
- D. The scope of ML Architecture of Imaging services for this Agreement is limited to Architecture and Engineering Design Services. This Agreement does not include construction services, does not include any responsibility for detection, remediation, accidental release, or services relating to waste, oil, asbestos, lead, or other hazardous materials, as defined by Federal, State and local laws or regulations.

8. List of Attachments:

- A. A&E Hourly Rates (Fee Break Out)
- B. Spire Structural Engineering Proposal
- C. Building Mechanical Systems Proposal
- D. Salas O'Brien (Electrical Engineering) Proposal

* * * AGREEMENT * * *

This agreement when signed and dated by both parties, will by this action, authorize **ML AoI** to proceed with the terms of the above proposal:

Date 09/20/2023

For: San Gorgonio Memorial Hospital

Date Qh

Steven Barron, CEO

Mr. John Peleuses Vice President of Ancillary and Support Services

* * * End of this agreement* * *

Margie N Licauco, AIA

For: ML Architecture of Imaging

ML ARCHITECTURE of IMAGING .

2791 Saturn St. Unit A Brea, CA 92821 P (714) 524-0044 M (714) 904-4004

A&E Hourly Rates (Fee Break Out) San Gorgonio Memorial Hospital Fluoroscopy Room 2 Equipment Replacement ML Aol Project # ML 576 9/19/2023

Labor Category	Labor Rate	0.0000000000000000000000000000000000000	Labor Hours	Total Labor \$\$	Discipline Fee
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Architectural (ML Aol) Principal Architect	\$195.00	/hr	60	\$11,700.00	\$37,300.00
Sr. Designer	\$130.00		62	\$8,060.00	
CADD Operator	\$100.00		100	\$10,000.00	
Construction Administration	\$130.00		58	\$7,540.00	
Structural Engineer (Spire)					\$12,500.00
Lump Sum				\$12,500.00	
Mechanical Engineer (BMS)					\$9,000.00
Mechanical & Plumbing Design				\$9,000.00	
Electrical (SOBE)					\$13,200.00
Site Visit (1)				\$1,500.00	an a
Design Development				\$2,200.00	
Construction Document				\$5,200.00	
HCAI Plan Check Corrections				\$800.00	
Construction Administration				\$3,500.00	
Physicist Shielding Report					\$2,500.00
Design Report (budget)				\$2,500.00	
DESIGN SERVICES TOTAL FEE					\$74,500.00
Reimbursable Items					\$8,000.00
Reimbursable Budget	95 Yr And Manas Constanting Constant Const		nalove an a second evanes and any familia for	\$8,000.00	
PROPOSED Design & Reimbursable Total					\$82,500.00
R/F Equipment replacement in Rad-Flouro Room #2 including cons Mechnaical/Plumbing and Electrical Remodel/Alteration	sequential Arc	hitecti	ural, Structu	ıral,	
Additive Alternate #1: Rooftop Mechanical Equipr	nent	Dimutorite			\$7,400.00
Architectural Fee				\$3,700.00	
Structural Engineering Fee Electrical Engineering Fee				\$2,500.00 \$1,200.00	
PROPOSED Design & Reimbursable with Additive					\$89,900.00

ML576_SGMH RF Replacement_A&E_Hourly Rates_Rev.xls

ML ARCHITECTURE of IMAGING •

2791 Saturn Street Unit A Brea, CA 92821 P 714-524-0044 M714-904-4004 ML576_SGMH RF Replacement_Detailed Scope R1.doc Page no. 1

EXHIBIT "A"

September 19, 2023

Subject: San Gorgonio Memorial Hospital Fluoroscopy Room 2 Equipment Replacement 600 N. Highland Spring Avenue Banning, CA 92220

Project Scope of Work:

The project scope includes replacement of the existing Radio Fluoroscopy equipment in the Rad & Fluoro Room #2 with new Philips DXR N90 HP (2 Detectors + Ceiling Suspended Monitor) equipment with consequential room alterations to accommodate the new equipment and upgrade the adjoining Patient Toilet for accessibility compliance.

The project is located in the First Floor Imaging/Radiology Department of a one-story Type III-A sprinklered Building 03 (BLD-01391 – Addition (1980), I-2 General Acute Care Occupancy. The project is under the jurisdiction of HCAI.

Detailed Description of Estimated Scope of work includes the following:

<u>Architectural</u>

- Replacement of vendor equipment in existing Radiographic room with new R/F vendor equipment
- New (N) lead-shielded partition to extend wing wall to allow for 18" clearance to control window
- Remodel adjacent toilet to be made accessible compliant, including new lavatory, water closet, mirror, paper towel dispenser, toilet paper dispenser, and seat cover dispenser. New partition walls, new hard-lid ceiling. Assume R-13 insulation in Toilet walls. Sawcut for plumbing pipes in remodeled Toilet. Infill concrete.
- Remove existing Unistrut and replace with (N) overhead Unistrut supports for vendor equipment and anchorage.
- Remove existing t-bar ceiling grid and tiles and replace with (N) suspended t-bar ceiling grid and lay in tiles
- Replace "L" shaped base cabinet with (N) "L" shaped base cabinet with solid-surface top in the scan room
- (N) sheet vinyl flooring, topset rubber base, and wall paint in R/F Room.
- (N) sheet vinyl flooring, self-coved base, and wall paint in adjacent Toilet.
- (N) Physicist shielding report. Patch and repair existing lead shielding as necessary for new equipment
- Existing shielded control window and door are assumed adequate.
- (N) wall or floor gutters as needed for new vendor equipment. Assume to reuse as much of existing gutters as possible.
- Likely will need to sawcut a small section of concrete at gutter to the new table base for underground conduits. Infill concrete.

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ML576_SGMH RF Replacement_Detailed Scope R1.doc Page no. 2

<u>Structural</u>

- Anchorage of new equipment
- New overhead Unistrut attached to existing tube steel above ceiling at 4'-0" O.C.

Mechanical/ Plumbing

- Adjust existing airflows to add 70 CFM supply to R/F Room and reduce the supply in X-ray across the hall by 70 CFM. Existing exhaust assumed adequate based on the pre-air readings dated 9/5/23. Relocate exhaust in Toilet Room. Test and balance rooms.
- Replace existing exam sink with new ADA sink at same location
- New restroom fixtures water closet and lavatory (Sensor), and plumbing piping as needed

Electrical

- (E) electrical outlets in R/F Room and Control Area assumed adequate for new equipment
- Remove existing lights in R/F Room and Toilet. Provide (N) LED lights in R/F Room, Control Area and Toilet
- Existing disconnect is 150A on emergency power. New equipment required 70A disconnect. Reduction in load. Assume new disconnect and possibly pull new sized wires.
- Relocate outlet in Toilet area and provide power for sensor water closet and lavatory

Life Safety (Deferred Item by Vendor)

- Potentially needs additional fire alarm device in the Control Area
- Possibly relocate sprinkler heads in R/F and Toilet and possibly add one head in R/F Room
- Replace at new location the nurse call pull station in Toilet Room including the overhead dome at Toilet door and R/F door.
- Potentially add (N) Staff call button in R/F Room with overhead dome at R/F door.

Additive Alternate #1 (Replace Mechanical Unit on Roof)

- Additive Alternate was included in the proposal in case the existing mechanical air is not sufficient for the replacement project.
- This is based on past experiences.
- The Pre-Air Readings dated 9/5/23 indicates adequate air, however, the mechanical calculations is pending actual Design Services.

Air Balance Request During Site Visit

• Request to have Owner's Air Balance personnel during A&E site visit.

Professional Fee Proposal



Proposal No: 23MLA06

Date:	September 11, 2023
Client:	ML Architecture of Imaging
Contact:	Margie Licauco
Project Name:	San Gorgonio Hospital R/F Replacement
ML No:	ML576
Location:	600 N. Highland Springs Avenue, Banning, CA 92220

Scope of Services: Provide structural engineering for the replacement of R/F equipment in the onestory hospital building with wood-framed roof. This proposal is based on information received by email on 0818.23. Scope includes:

- Site visit during design (1 total).
- · General notes and typical details (slab-on-grade repair, utility supports/bracing, etc.).
- Partial first floor foundation and equipment plan.
- Partial first floor ceiling plan and roof framing plan.
- Design of new strut suspension system utilizing existing tube steel framing if appropriate.
- Equipment anchorage design for R/F equipment [table with footing if required, bucky, suspended tube/monitors and additional equipment (5 max)].
- Analysis and upgrade of roof framing as required for all suspended loads.
- Coordinate structural items of the TIO and sign final documents.
- Respond to HCAI plan check comments.
- Construction administration (review of submittals, remote RFI support and sign VCRs).
- Construction site visit (1 total).

Assumptions and Qualifications:

• Existing structural drawings will be made available during design.

Fixed Fee: \$12,500.00 lump sum.

Add alternate 1: Rooftop Mechanical Equipment

Provide structural engineering services for the anchorage of new rooftop mechanical equipment. Scope includes:

- Rooftop anchorage design:
 - Packaged unit.
 - o Exhaust Fan.
- Analysis and upgrade roof framing as required for rooftop loads.

Fixed Fee: \$2,500.00 lump sum.

Miscellaneous reimbursable expenses: Included.

Notes: Additional structural consultation, construction administration and/or structural observation services can be provided on a time-and-material basis at the hourly rates per Table 1 below.

Deliverables: Signed calculations and drawings.

Schedule: To be determined (to meet ML's schedule).

Special Conditions: Construction documents will be prepared with the information available during design. It should be noted that unknown existing conditions can cause alterations to the design during construction which may incur additional fees.

Offered by:

ung C. halle

Jeremy C. Welton, SE 4614 Principal, Spire Structural Engineering Inc.

Accepted by (Client):

(signature) Margie Licauco, AIA Principal, ML Architecture of Imaging (date)

The Terms and Conditions on pages 2 and 3 of this form are part of this agreement

Position	Hourly Rate
Principal	\$225.00
Project Manager	\$190.00
Project Engineer	\$160.00
Engineer	\$130.00
Senior Drafter	\$120.00

Table	1 –	Hourly	Rates
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Terms and Conditions

Spire Structural Engineering Inc. (SPIRE) shall perform the services outlined in this Agreement for the stated fee arrangement.

Fee

The total fee, except stated lump sum, shall be understood to be an estimate, based upon Scope of Services, and shall not be exceeded by more than ten percent, without written approval of CLIENT. This fee proposal is valid for 30 days from the date of the Agreement. Where the fee arrangement is to be on an hourly basis, the rates shall be those that prevail at the time services are rendered.

Billings/Payments

At the end of each calendar month during which work is performed, SPIRE shall tender an invoice to ML Architecture of Imaging setting forth the amount due. ML Architecture of Imaging shall pay the total amount due under invoice within ten (10) days after receipt of payment from the Owner.

Access To Site

Unless otherwise stated, SPIRE shall have access to the site for activities necessary for the performance of the services. SPIRE will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage.

Hidden Conditions and Hazardous Materials

A structural condition is hidden if concealed by existing finishes such that it cannot be discovered by reasonable visual observation. If SPIRE has reason to believe that such a condition may exist, SPIRE shall notify CLIENT who shall authorize and pay for all costs associated with the investigation of such a condition and, if necessary, all costs necessary to correct said condition. If (1) CLIENT fails to authorize such investigation or correction after due notification, or (2) SPIRE has no reason to believe that such a condition exists, CLIENT is responsible for all risks associated with this condition, and SPIRE shall not be responsible for the existing condition nor any resulting damages to persons or property. SPIRE shall have no responsibility for the discovery, presence, handling, removal, disposal or exposure of persons to hazardous materials of any form.

Indemnifications

CLIENT shall indemnify and hold harmless SPIRE and all of its personnel from and against any and all claims, damages, losses and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of the services, provided that any such claims, damage, loss or expense is caused in whole or in part by the negligent act or omission and/or strict liability of CLIENT, anyone directly or indirectly employed by CLIENT (except SPIRE) or anyone for whose acts any of them may be liable. This indemnification shall include any claim, damage or losses due to the presence of hazardous materials.

Risk Allocation

In recognition of the relative risks, rewards and benefits of the project to both CLIENT and SPIRE, the risks have been allocated such that CLIENT agrees that, to the fullest extent permitted by law, SPIRE's total liability to CLIENT, for any and all claims, injuries, damages, losses and expenses arising out of SPIRE's services, or alleged to have been caused or contributed to by SPIRE's services, shall not exceed the total amount of \$20,000.00, the amount of SPIRE's fee (whichever is greater) or other amount agreed upon when added under Special Conditions. Such causes include, but are not limited to, SPIRE's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

Termination of Services

This Agreement may be terminated by mutual agreement of CLIENT and SPIRE at any time and may be





terminated upon 10 days written notice by either party should the other fail to perform its obligations hereunder. In the event of termination instigated by CLIENT, CLIENT shall pay SPIRE for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses per the following:

- A. Fixed-fee contract: remaining balance of fee.
- B. Time and materials contract: the fee for one month of work, based on the agreed budget and project duration, not to exceed the remaining budget.

Dispute Resolution

All claims, counterclaims, disputes and other disagreements between CLIENT and SPIRE arising out of the project or relating to this Agreement will be presented to nonbinding mediation before a mediator mutually agreed to by the Parties. The Parties agree that no complaint or cause of action shall proceed with arbitration or be filed in court concerning a matter arising out of the Project or this Agreement until completion of a mediation attended in good faith by the Parties.

Arbitration: It is understood that any dispute as to the services rendered under this Agreement, including whether such services were performed, not performed, unnecessary, unauthorized, or were improperly, negligently or incompetently performed, will be determined by submission to arbitration as provided by California law, and not by lawsuit or resort to court process, except as California law provides for judicial review of arbitration proceedings. Both Parties to this Agreement, by entering into it, are giving up their constitutional right to have any dispute decided in a court of law before a jury, and instead are accepting the use of arbitration. NOTICE: BY SIGNING THIS AGREEMENT, YOU ARE AGREEING TO HAVE ANY ISSUE OR DISPUTE CONCERNING THE SUBJECT MATTER OF THIS AGREEMENT DECIDED BY NEUTRAL ARBITRATION AND YOU ARE GIVING UP YOUR RIGHT TO A JURY OR COURT TRIAL.

-C. hall

SPIRE Structural Engineering Inc.

ML Architecture of Imaging

CLIENT





PROPOSAL

		DATE
PROPOSAL FOR:		8/21/2023
ML ARCHITECTURE OF IMAGING ATTN: MARGIE LICAUCO 2791 SATURN STREET, UNIT A BREA, CA 92821		<u>Proposal #</u> 36402
PROJECT #		CLIENT #
486-115		
PROJECT NAME		ML576
SAN GORGONIO HOSPITAL		
ITEM	DESCRIPTION	<u>Total</u>
HVAC & PLUMBING DESIGN	HVAC/PLUMBING DESIGN (INCLUDING INITIAL AND	9,000.00

FINAL SITE VISITS

\$9,000.00

PROPOSED BY:	АССЕРТЕД ВУ:
Signature	

IMAN TOHIDIAN

MARGIE LICAUCO

Total:



September 15, 2023

Margie Licauco ML Architecture of Imaging 2791 Saturn Street Unit A Brea, CA 92821

Re: San Gorgonio Memorial Hospital – RF Room 600 N. Highland Springs Ave. – Banning, CA 92220 *Revised* Electrical Engineering Proposal

Dear Margie:

OMB Electrical Engineers, Inc. DBA Salas O'Brien Orange County ("Salas O'Brien") is pleased to submit this proposal to provide electrical engineering services for the referenced project. This proposal is based on RFP received August 21, 2023.

Salas O'Brien's electrical engineering services will provide preliminary / design development, construction documents, plan check processing and construction administration for the above-mentioned project. We understand the scope of services to be the following, including but not limited to:

I. PROJECT DESCRIPTION:

The project would be a remodel of an existing RF Imaging Room within the hospital to include:

New RF equipment connection to existing power service; replacement of lighting with LED type fixtures; and reuse of existing outlets and wireways in the room.

II. ADDITIVE ALTERNATE:

Power connections to new HVAC and exhaust fans on roof.

III. SERVICES TO BE PROVIDED:

The scope of the work will include:

- 1) Construction Documents
 - a) Attend field verification meeting to observe existing conditions prior to the start of work.
 - b) Design Development, Drawings and Specifications.
 - c) Construction Documentations and Specifications.
 - d) Compliance with City of Banning regulations.
- 2) Agency Review Processing
 - a) Authority having jurisdiction for building plan check.
 - b) City of Banning Plan check corrections.
- 3) Bidding and Negotiation
 - a) Respond to RFI's during the bidding process.
- 4) Construction Administration
 - a) Submittal and shop drawing review.
 - b) Respond to RFI's
 - c) Review electrical shop drawings.
 - d) Visit job site during construction to observe completed electrical work and prepare punch list.

- 5) Project Close Out Design
 - a) Review Contractor's as-built drawings furnished by the Contractor at completion of project.
- 6) Electrical Engineering
 - a) Field verification.
 - b) Lighting plans.
 - c) CEC Title 24 Energy Compliance Calculations, Controls and Documents as required.
 - d) Power plans.
 - e) Low voltage device location plan (phone, data, fire alarm and nurse call performance specifications and location plans) as required.
 - f) Panel schedules, details, diagrams, notes and legends.
 - g) Single line diagrams.
 - h) Electrical equipment schedules, load calculations, and specifications.
 - i) Review submittals and respond to RFI's.
 - j) Construction site visit.
 - k) Punch list will be prepared based on observations.
- 7) Work Not Included
 - a) Work resulting from changes by the Owner, Architect, Contractor, and/or other discipline after completion of design and submittal for plan check.
 - b) Incorporate changes to the CAD drawings made during construction, including instruction bulletins, change orders and changed indicated on marked up drawings provided by the Contractor. This can be done as an extra service on lump sum or hourly basis.
 - c) Fire Alarm design or drawings (design / build by GC using the buildings supplier and installer). Performance specifications will be provided.
 - Nurse Call system design or drawings (design / build by GC). Performance specifications will be provided as required.
 - e) Security system, audiovisual system, public address system design.
 - f) Information Technology / Information Systems or Communication system design (Rough-in boxes with conduit provided).
 - g) Acoustical and noise attenuation studies, engineering or design.
 - h) Audio Visual system design.
 - i) Specialty lighting design.
 - j) Provision of new panelboards or upgrade of existing electricals service. Existing panelboards shall be reused.
 - k) LEED Commissioning.
 - I) Travel expenses outside the Orange County area (reimbursable expense).
 - m) Meetings, revisions and / or deliverables exceeding those identified in the Basic Services.
 - n) Exterior work on building.
 - o) Cost estimating
 - p) Revit drawings (AutoCAD included).

IV. COMPENSATION

1) The above scope of work for electrical engineering will be provided based on the following fixed fees:

 a. Site Survey: b. Design Development: c. Construction Documents: d. Plan Check: e. Construction Support: 		\$ 1,500 \$ 2,200 \$ 5,200 \$ 800 <u>\$ 3,500</u>
	Total: Lump Sum: ditive Alternate (HVAC System):	\$13,200 \$1,200

2)

3) Compensation for extra services will be invoiced at the following hourly rates:

Principal Associate / Supervising Engineer Commissioning Engineer Project Engineer Project Manager Senior Designer Designer Commissioning Specialist BIM / Revit Drafter	\$275 \$220 \$210 \$200 \$190 \$180 \$160 \$150 \$130 \$120
Drafter Clerical	• · ·

4) Reimbursable expenses are in addition to compensation and include cost of travel including mileage, meals and hotel accommodations, expense of plotting, reproductions, delivery charges of drawings & specifications, and plan check fees. Reimbursable expenses will be invoiced at cost plus 10%. Plotting reproduction will be invoiced at \$0.55 per square foot unless other terms and conditions are negotiated prior to commencement of work. In-house coordination plotting is not a reimbursable expense. Client shall furnish one (1) – half size hard copy set of architectural plans at start of work, and complete consultant sets at the end of each milestone submittal including Schematic, Design Development and Construction Document phases of work. If electronic files are provided in lieu of hard copies, hard copies will be plotted by Salas O'Brien at half size and will be billed as a reimbursable expense.

Please contact our office if you have any questions or require additional information. We appreciate this opportunity to serve your electrical engineering needs for this important project.

Sincerely,

Roy L. Lopez, P.E. Principal RER: ak // 12308099-R.H09

Approval:

ML Architecture of Imaging

Name/Title: _____

Date:



Saycobuilders.com

CA LIC # 977004

September 21, 2023

Mr. Salvador Sanchez Director Facilities / Engineering 600 N. Highland Springs Ave. Banning, CA 92220

San Gorgonio Memorial Hospital Fluoroscopy Room 2 Equipment Replacement

Dear Mr. Sanchez,

We are pleased to submit our construction rough order of magnitude(ROM) for the above referenced project based on the scope of work provided by ML Architecture of Imaging. Our ROM proposal provides budgetary pricing for facility use in planning this project.

Thank you for the opportunity for SAYCO BUILDERS to be your Builder of choice. We look forward to working with you.



Saycobuilders.com

CA LIC # 977004

San Gorgonio Memorial Hospital Fluoroscopy Room 2 Equipment Replacement

Estimated construction duration is 26 weeks

Budgetary Cost: \$1,005,689.44

The project scope includes replacement of the existing Fluoroscopy equipment at the Fluoro Room #2. This includes the necessary construction to remodel the existing space to accommodate the new equipment. Project includes:

- Supervision and Project Management Normal working hours 6:00AM 3:00PM
- Remodeling of adjacent patient restroom to make ADA compliant. New flooring and suspended ceiling
- Anchoring of equipment and new Unistrut ceiling support structure for equipment rails
- Casework, as required
- Electrical to support new equipment and lighting
- Nurse call, fire alarm and fire sprinkler adjustments, as required
- Scope at this time <u>does not include</u> upgraded mechanical unit at roof which serves project area. Assumes current air flow is acceptable. Scope allows for air balance of current space to design values and relocation of registers, as required, for ceiling work.
- Air pre-reads and electrical load recordings are not included in budget, but can be done if facility would like contractor assitance.

We appreciate the opportunity to provide you with a budget for our Construction services. If you have any questions please do not hesitate to call.

Respectfully Submitted, **SAYCO BUILDERS.**

Brandon Say

Brandon Say

Payment terms NET-30

Name:

Signature:

Date:

This is a legal binding contract, by signing you agree to the terms and conditions listed.

The following is a list of assumptions, conditions and exclusions that apply to the referenced contract. The intent is not exclude any required element, but rather state the understanding Sayco Builders has with our client regarding the scope to be included in this contract.

QUALIFICATIONS, ASSUMPTIONS & EXCLUSIONS

Vibration Testing

Electromagnetic Testing

Generating Equipment Re-Mobilization Costs

Power Conditioning & UPS

Edison Costs (Direct & Indirect)

Delays Caused by Edison or Owner

Re-design due to equipment changes

	Exclusions
<u>Consultants:</u>	<u>Miscellaneous:</u>
Civil	
	Ceremonies
Archaeological	Guard Service
Hazmat	Parking Costs
	BMS Network Automation Engine
Landscape	Mock-ups
Interior Design	Seismic Upgrade
Signage and Graphics	Electrical Usage Costs
Security	Water Usage Costs
Civil / Geotechnical	Hidden Conditions
Special Systems:	Keying of hardware
Low Voltage Data	Signage (non Code)
PA Systems	Task Lighting
AV Systems	Window Tinting

Telephone Systems Telephone Data Cabling Fire Alarm Nurse Call Pre-Action Fire Suppression Systems Chiller purchase Medical Gases Fire Sprinkler Hazmat Remediation:

Asbestos Abatement and spot Asbestos Abatement Soil Remediation Mold Remediation

Bonds & Insurance:

CCTV/CATV

Subcontractors Bond Builders Risk Insurance Earthquake and Flood Insurance deductibles or Excess coverage above \$1,000,000

Fixtures, Furnishings & Equipment:

Employee Personal Items Personal Computers Office Equipment Storage Systems View Boxes

Payment Requirements:

Service charge of 1.5%/month (18%) annual will be added to past due invoices plus attorney fees and collection cost.

SCHEDULE OF VALUES SAYCO BUILDERS



Project: SGMH Fluoroscopy Room 2 Equipment Replacement

HCAI #:

Application NO: Application Date: **ROM** 21-Sep-23

Facility Project #

Α	В	С	D	Е	F	G	Н	[Ι	J
ITEM NO:	DESCRIPTION OF WORK	ORIGINAL CONTRACT	APPROVED CHANGES	REVISED CONTRACT AMOUNT	WORK CO FROM PREVIOUS APPLICATION (F+G)	OMPLETED THIS PERIOD	TOTAL COMPLETED TO DATE	% (G/C)	BALANCE TO FINISH (E-H)	RETAINAGE
00700	GENERAL CONDITIONS	64,850.00	0.00	64,850.00	0.00	0.00	0.00	0%	64,850.00	0.00
01313	SUPERVISION & PM	135,200.00	0.00	135,200.00	0.00	0.00	0.00	0%	135,200.00	0.00
01573	SAFETY / FIRST AID	3,700.00	0.00	3,700.00	0.00	0.00	0.00	0%	3,700.00	0.00
01743	GENERAL LABOR	39,280.00	0.00	39,280.00	0.00	0.00	0.00	0%	39,280.00	0.00
01453	GPR SCANNING / TESTING	600.00	0.00	600.00	0.00	0.00	0.00	0%	600.00	0.00
02220	BUILDING DEMOLITION	39,500.00	0.00	39,500.00	0.00	0.00	0.00	0%	39,500.00	0.00
03000	CONCRETE	13,800.00	0.00	13,800.00	0.00	0.00	0.00	0%	13,800.00	0.00
05120	STEEL / UNISTRUT / ANCHORING	74,063.00	0.00	74,063.00	0.00	0.00	0.00	0%	74,063.00	0.00
06100	ROUGH CARPENTRY	19,000.00	0.00	19,000.00	0.00	0.00	0.00	0%	19,000.00	0.00
06400	ARCHITECTURAL WOODWORK	24,250.00	0.00	24,250.00	0.00	0.00	0.00	0%	24,250.00	0.00
07840	FIRE CAULKING	1,200.00	0.00	1,200.00	0.00	0.00	0.00	0%	1,200.00	0.00
09255	METAL FRAMING	43,340.00	0.00	43,340.00	0.00	0.00	0.00	0%	43,340.00	0.00
09500	CEILINGS	41,900.00	0.00	41,900.00	0.00	0.00	0.00	0%	41,900.00	0.00
09600	FINISH FLOORING	33,754.00	0.00	33,754.00	0.00	0.00	0.00	0%	33,754.00	0.00
09900	PAINTING	5,100.00	0.00	5,100.00	0.00	0.00	0.00	0%	5,100.00	0.00
10260	WALL & CORNER GUARDS	3,800.00	0.00	3,800.00	0.00	0.00	0.00	0%	3,800.00	0.00
10400	ID DEVICES / SIGNAGE	1,800.00	0.00	1,800.00	0.00	0.00	0.00	0%	1,800.00	0.00
10800	TOILET ACCESSORIES	1,680.00	0.00	1,680.00	0.00	0.00	0.00	0%	1,680.00	0.00
13400	LEAD SHIELDING / LEAD WINDOWS	34,420.00	0.00	34,420.00	0.00	0.00	0.00	0%	34,420.00	0.00
15300	FIRE SPRINKLERS	26,400.00	0.00	26,400.00	0.00	0.00	0.00	0%	26,400.00	0.00
15400	PLUMBING	59,700.00	0.00	59,700.00	0.00	0.00	0.00	0%	59,700.00	0.00
15700	HVAC	41,500.00	0.00	41,500.00	0.00	0.00	0.00	0%	41,500.00	0.00
16000	ELECTRICAL	154,000.00	0.00	154,000.00	0.00	0.00	0.00	0%	154,000.00	0.00
13850	FIRE ALARM	16,800.00	0.00	16,800.00	0.00	0.00	0.00	0%	16,800.00	0.00
16710	NURSE CALL SYSTEM	18,300.00	0.00	18,300.00	0.00	0.00	0.00	0%	18,300.00	0.00
18000	INSURANCE	17,958.74	0.00	17,958.74	0.00	0.00	0.00	0%	17,958.74	0.00
19050	CONTRACTOR FEE	89,793.70	0.00	89,793.70	0.00	0.00	0.00	0%	89,793.70	0.00
	TOTAL	1,005,689.44	0.00	1,005,689.44	0.00	0.00	0.00	0%	1,005,689.44	0.00

Sold to:

Ship to:

San Gorgonio Memorial Hospital 600 N Highland Springs Ave Banning, CA 92220-3046

San Gorgonio Memorial Hospital 600 N Highland Springs Ave

Banning, CA 92220-3046

Presented By

Reneé Gutierrez Philips Healthcare a division of Philips North America LLC 414 Union Street Nashville, Tennessee 37219 Email: renee.gutierrez@philips.com

Quote #: Q-00214109 Customer #: 94027010 Quote Date: 08/17/23 Valid Until: 09/30/23

Philips DXR Proxi N90 HP (2 Detectors + Ceiling Suspended Monitor)

Dear Valued Customer,

I am pleased to submit the attached proposal for your consideration. Philips Healthcare is transitioning to a new quoting system and you will notice that this quote looks different than the ones you are used to receiving from us.

I would like to point out a specific area of change to you. Promotions are applied to the line item price of individual items, instead of to the total net price as you are used to. As a result the line item prices appear lower than you might expect based on previous quotations. Please note that the list price of the system has not changed and promotion values are subject to availability.

I trust this meets your expectation, however should you have any queries or require further information or clarification, please do not hesitate to contact me using the details shown at the bottom of this letter.

Please note that all necessary initial applications training is included in the offer price. Further application training can be purchased separately by contacting our Customer Care Center.

Orders relating to this proposal should be sent to the address or fax number at the top of this document.

Thank you,

Reneé Gutierrez

This quotation contains confidential and proprietary information of Philips Healthcare, a division of Philips North America LLC ("Philips") and is intended for use only by the customer whose name appears on this quotation. It may not be disclosed to third parties without the prior written consent of Philips.

IMPORTANT NOTICE: Health care providers are reminded that if the transactions herein include or involve a loan or discount (including a rebate or other price reduction), they must fully and accurately report such loan or discount on cost reports or other applicable reports or claims for payment submitted under any federal or state health care program, including but not limited to Medicare and Medicaid, such as may be required by state or federal law, including but not limited to 42 CFR 1001.952(h).

Philips Healthcare a division of Philips North America LLC 414 Union Street Nashville, Tennessee 37219

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5. Philips Standard Terms and Conditions	32



1. Quote Summary

Line	Article No.	Description	Qty	Net Price
1	706110	DRF digital radiography and nearby fluoroscopy solution		
1.1	NNAS665	ProxiDiagnost HP	1	\$ 299,367.00
1.2	NRFA119	Seismic Qualification requir.	1	\$ 697.50
1.3	NRFA106	DRF High Performance Room	1	\$ 0.00
1.4	NRFA093	SkyPlate detector tray	1	\$ 10,578.75
1.5	NRDN518	Live Camera Package	1	\$ 6,570.45
1.6	NEDA315	Comfort Move	1	\$ 12,745.65
1.7	NRDN209	Large SkyPlate Set	1	\$ 36,084.00
1.8	NRDN215	SkyPlate Infrastructure Kit	1	\$ 3,282.90
1.9	NRDN238	SkyFlow Plus	1	\$ 6,644.85
1.10	NEDA320	Motorized tilting of the VS vertical stand	1	\$ 3,213.15
1.11	NEDA305	80 kW generator with IQX	1	\$ 30,592.35
1.12	NRFA096	Grid controlled fluoroscopy	1	\$ 22,408.35
1.13	NEDA309	One in-room Monitor	1	\$ 5,105.70
1.14	NEDA317	Ceiling suspension for one in-room monitor	1	\$ 17,753.70
1.15	NDCC472	Dose Reporting in DICOM Structured Report format	1	\$ 2,613.30
1.16	989001001612	Set of CS Ceiling Rails	1	\$ 911.40
1.17	NRDN405	Protector Large Cass. Size Det	1	\$ 1,311.30
1.18	NRDN407	Wireless Detect. Mobile Holder	1	\$ 2,352.90
1.19	NRDN401	SkyPlate cable and holder pack	1	\$ 441.75
1.20	NRDN421	Stretch grip for VS/VM stand	1	\$ 492.90
Promotio	n Discount:			\$ -5,000.00
 SKYFLC 	W 5K - CAP PROMO			\$ 458,167.90
2	989804850002	Air Shipment kit	1	\$ 1,891.40
Total Secti	on Price:			\$ 460,059.30
				Total Price
Contract I	Discount			\$ -499,998.60
	n Discount			\$ -5,000.00
	l Discount			\$ -34,862.10
Total Net	Price			\$ 460,059.30



(Optional Items)

Line	Article No.	Description	Qty	Net Price
1	706110	DRF digital radiography and nearby fluoroscopy solution		
	989801240006	(Opt) TIMS2000SP Philips CombiDiagnostProxiDiagnost	1	\$ 11,525.00
	989801240053	(Opt) TIMS DVI Extender	1	\$ 1,068.00



2. Quote Details

		- 11

1

Description

Qty

DRF digital radiography and nearby fluoroscopy solution Article No. 706110

Promotion Name

SKYFLOW 5K - CAP PROMO

Promotion description

Philips is proud to offer the SkyFlow Competive Attraction Promotion to customers with a valid trade-in of a competive DXR system and purchasing a full system with SkyFlow between 7/1/2023 and 12/31/2023. Customer will receive a \$5,000 discount off their system purchase. Purchase order must be received before 12/31/23. Installation and sign-off no later than 6/30/24.

Introduction

The versatile ProxiDiagnost N90 digital radiography-fluoroscopy (DRF) room is a compact 2-in-1 powerhouse, with premium Philips imaging innovation, designed to enhance your clinical confidence

Details

Philips ProxiDiagnost N90 premium cross-functional system is a true all around performer. Applications include chest, full leg and spine, upper and lower extremities, skull, as well as gastro-intestinal exams, arthrography, venography, lymphography, myelography and Digital Subtraction Angiography (DSA).

Product Overview

1.1 ProxiDiagnost HP Article No. NNAS665 ProxiDiagnost HP

ProxiDiagnost N90 is a nearby controlled (conventional) R/F system for routine radiographic and fluoroscopic examinations like barium and iodine studies. All system controls are at tableside, so in every phase of the examination the patient can get full attention. Due of its small footprint, great accessibility to the tabletop and a slim but robust design, examinations can be performed to all patient types, from newborns to bariatrics. The spring balanced servo assisted detector housing allows easily controlled movements. Thanks to its state-of-the-art wide size dynamic flat detector and advanced image processing, the system is able to acquire high frame rate fluoroscopy at high resolution and provide advanced dose management.

Main benefits at a glance

- Extremely robust table with small footprint, featuring under-table tube, to exam broad patient types, with high patient load capacity of 300 kg (660 lbs)
- High flexibility through tiltable table from 90° to -85° (standard: 90° to -30°)
- Very slim detector over-table housing for easy and comfortable access to the patient during procedures
- Easy and safe patient access to the table, thanks to the possibility to park the over-table detector housing behind the table, completely freeing access to the tabletop
- Ergonomic grip on detector housing for easy positioning and with all main functions at hand



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- Servo assisted longitudinal and vertical movement of the over-table detector housing, for exact, fast and effort-free positioning of the X-ray beam in all tilt positions
- Spring balanced and servo assisted compression movements for effortless GI work
- Comfortable work height for the operator
- X-ray shielding for under-table tube operation, for optimal protection of the operator during routine operation
- Covered table mechanics for protection of patient and user as well as an easy system cleaning
- Anti-collision protection for safe movement of the table during tilting and to prevent damage to movable items in the room (like stools, trolleys etc.)
- Compression stop that can be set in various positions for patient safety e.g. myelograms
- Ample detector area for full diagnostic information even with large patients
- Dose reduction thanks to high detector quantum efficiency
- No grid manipulation necessary thanks to the automatic grid insertion/parking mechanism
- Optimized exposure settings through automatic adjustment according to patient thickness (IQX)
- Superb image quality thanks to state-of-the-art detector technology and exclusive dynamic UNIQUE image processing
- Decrease in the number of repeat exposures due to the reduction of overexposed and underexposed images
- Total radiation dose monitoring by an integrated area dose calculator
- Customizable Eleva user interface with two high quality monitors
- State-of-the-art IT security and patient privacy architecture
- Professional serviceability and remote service capabilities

The wide size 43 cm x 43 cm (17 inch x 17 inch) integrated digital flat detector covers all relevant anatomy and offers full diagnostic information. Its Cesium Iodide (CsI) technology provides excellent quantum efficiency (DQE) and helps to reduce the required patient dose. Its ability to acquire both high frame-rate fluoroscopy sequences and high-resolution radiography images provides high flexibility in any circumstances.

An integrated seven-field automatic exposure control chamber ensures optimum image quality at the lowest possible dose even for difficult projections, as well as the automatic adjustment of exposure kV and time parameters to be optimized to patient thickness (IQX).

The Eleva concept increases productivity by adapting the system to the way you work. The system is customizable and performs to the user specification from pre-exam to archive, to support varying workflow patterns (from high throughput exams to time consuming procedures) which increases overall efficiency. It features customizable presets like SpectraBeam RF filter selection, bi-directional RIS coupling automatically activating the appropriate Eleva presets to increase exam efficiency even more.

Exclusive Eleva user interface concepts

At the table in examination room

- Controls on over-table detector housing
- Table side operation panel
- Eleva footswitch, for exposure and fluoroscopy control

In the control room





• Eleva workspot and hand switch

The ergonomic controls on detector housing allow operating the system at table side (nearby operation), perform all standard table movements, select main fluoroscopy, detector field size and imaging functions, control collimator, etc. Everything can be selected without leaving the patient.

Controls on detector housing at a glance

EasyGrip

- Ergonomic handle for one-hand operation, fitted for left and right handed people
- All system controls available for full attention to the patient
- Integrated dynamic fluorograb button, within reach for instantaneous grabbing of fluoroscopic images and complete runs

Table movement controls (tilting, lateral & longitudinal tabletop moves) Collimator control

EasySelect

- Display and control for Eleva settings
- Eleva programming parameters
- Dose levels and pulse rates selected via 10 soft keys for easy adjustment of examination parameters partly even under fluoroscopy

SmartWindow

- Display with information on the system status
- Guidance for all operational functions of the system.
- Clear, situation dependent, online information for error free handling

Single/serial exposure technique selection Choice of 4 detector field size Frame speed selection More operational functions needed for examinations

The table side operation panel is located close to the foot end of the table. It provides the user a convenient way to move the tabletop with the patient in the right position for e.g. phlebography studies. Longitudinal, lateral and tilting movements can be controlled.

The innovative Eleva workspot of ProxiDiagnost N90 lets you experience simplicity like never before. Designed with input from customers, it provides two high quality monitors with a clear and intuitive user interface. The main monitor being touchscreen, it is easy to learn and use and is highly configurable to adapt to particular needs and specific workflows, resulting in high room efficiency.

The high workflow automation possible through the Advanced Eleva concept allows concentrating on patients instead of on the system. The touchscreen user interface, the integrated generator controls, and the automatic setting of exposure parameters based on patient and examination information coming from the RIS, provide quick and easy access to all functions a busy technologist needs to achieve an efficient workflow.



Thanks to Philips outstanding Dynamic UNIQUE (UNified Image QUality Enhancement) advanced multi-resolution image processing, all radiography images and fluoroscopy sequences are always displayed fully processed in real-time. During fluoroscopy runs, Dynamic UNIQUE performs instant de-noising from the first frame onwards, avoiding the need to wait some frames before getting a stable and acceptable de-noising, resulting in time saving. Dynamic UNIQUE provides an optimal contrast harmonization with enhanced details, while the overall impression remains natural, and a comparable image impression between RF and DR images.

An integrated area dose calculator allows radiation dose monitoring for every individual image or sequence as well as cumulated per examination, based on the examination generator and collimator settings.

The system includes the necessary DICOM interoperability services ensuring smooth workflow through standardized patient list management and secure storage of examinations to PACS (Worklist Management, Modality Performed Procedure Step/MPPS, Image Export and Storage Commitment, Print for radiography images).

Specifications

Table

- Tiltable from 90° to -30° (optional: 90°/-45°, 90°/-85°)
- Tilting speed: variable from 1°/s to 6°/s
- Tabletop height: 83.3 cm (32.8 inch)
- Tabletop size 200 cm x 80 cm (78.7 inch x 31.5 inch)
- Tabletop attenuation: 0.7 mm Al typical (at 100 kV, 2.7 mm Al HVL)
- Maximum load 300 kg (660 lbs) in horizontal position
- Maximum load 250 kg (550 lbs) in tilting position without any longitudinal or lateral movement of the table plate
- Maximum load 185 kg (407 lbs) in all positions and with all movements
- Maximum tabletop to detector clearance: 60 cm (23.6 inch)
- Longitudinal movement +/- 83 cm (32.7 inch), constant speed of 6 cm/s (2.4 inch/s)
- Lateral movement -10 cm / +9 cm, (-3.9 inch / +3.5 inch), constant speed of 4.2 cm/s (1.7 inch/s)
- Tube focus to tabletop distance adjustment: 51 cm to 65 cm (20 inch to 25.6 inch)
- Source Image Distance (SID) adjustment: 77 cm to 133 cm (30.3 inch to 52.4 inch)

Detector housing

- Over-table housing with integrated large 43 cm x 43 cm (17 inch x 17 inch) Cesium Iodide (CsI) technology dynamic flat detector
- Motorized oscillating and moveable carbon fiber covered grid
- 7 fields AMPLIMAT measuring chamber with automatic selection of measuring fields
- Compression cone with motorized movement from and into parking position
- Automatic collimation in X- and Y-direction, secondary shutters close to detector entrance
- Removable lead rubber radiation protection

Eleva workspot Computer





- Based on 3.9 GHz, Intel Core I7 processor
- 16 GB RAM memory
- 1 TB Solid State Disk (SSD)

Monitors

- Two high quality color LCD monitors, one with touchscreen
- Size: 21.3 inch
- Matrix: 1600 x 1200 pixels (2 Megapixel)
- Pixel pitch: 0.270 mm
- Calibrated luminance: >700 cd/m²
- Luminance ratio: >800:1
- Weight: approx. 7 kg (15.4 lbs)
- 100 mm x 100 mm VESA mounting interface
- DICOM calibrated for room environmental illuminance from 0 to 1000 LUX
- DICOM illuminance compensation automatically adjusted for room illuminance

Comprising

- Fluoroscopy table
- Pair of adjustable handgrips
- Adjustable, removable footrest
- Double footswitch for fluoroscopy and exposure
- Wireless remote control for image navigation on the examination room monitor
- Eleva workspot computer, keyboard and mouse, cables
- Two high quality monitors
- Eleva application and examination database software and licenses
- Eleva dynamic images review software and licenses
- Windows 10 system software and licenses
- Dynamic UNIQUE advanced multi-resolution image processing
- Shutter and Image Verification tool
- Solid Core malware protection software and license
- Dose calculation license
- DICOM Worklist Management software license
- DICOM MPPS software license
- DICOM Image Export and Storage Commitment software license
- DICOM Print for radiography images software license
- Instruction for use
- Quick reference guide
- User documentation

CS with Eleva Tube Head

The Philips ceiling suspension (CS) with the Eleva tube head provides great flexibility in the examination room for radiographic exposures. The ceiling suspended radiography tube allows users to perform a wide range of longitudinal and transverse movements in the room, including vertical stand examinations (if present at site) as well as lateral projections and free exposures using the SkyPlate detector (option). Thanks to a four-part telescopic column and an award-winning control handle the system can be operated with only one hand and easily positioned close to the patient.



Automatic tube tracking and detector alignment provide high projection flexibility plus quick and easy handling. A convenient room height adjustment at installation allows the system to fit almost any room height, to achieve the necessary source-image distance above the table, and to go down to the floor for lower extremity work.

The modern control handle integrated into the Eleva Tube Head that comes with a 12"touch screen allows the user to operate the system directly at the tube head. With this, operating the system is now also possible from inside the exam room and the Eleva Tube Head provides the most common used Eleva functionalities known from the Eleva console. An optional camera displays live images directly at the Eleva Tube Head screen and at the workspot (both optional) and thus further helps to speed up the workflow. The clear 12"touch screen is also offering all relevant patient information.

Main benefits at a glance

- High flexibility due to the ability to place the tube almost anywhere in the room
- Very convenient for working with a vertical stand (option), or for free exposures like in a stretcher or a wheelchair
- Ergonomic handle, control buttons and release brake, as well as convenient color-coding of movements
- Wide 30.7 cm (12") full color LCD touch display integrated into the tube head for user control and status information
- Integrated centering laser in the tube head for easy positioning

Specifications

Ceiling Suspension (CS)

- Four-part aluminum telescopic column with spring counter balanced holder for X-ray tube assembly, adaptable to individual room heights
- Ceiling height at source-image distance 110 cm (44"): 2.65 m to 3.20 m (8 foot 8.3" to 10 foot 5.9")
- Minimum ceiling source distance: 87.1 cm (34.3")
- Possible room height adjustment: 37.5 cm (14.8")
- Lowest tube position: 30 cm (11.8") measured from center of beam to the floor
- Length of rails: base rails 4.3 m (14 foot 1.3"), optional rails extension 2.7 m (8 foot 10.3")
- Longitudinal travel with Comfort Track and Comfort Move: 3.41 m (134.3"), 6.14 m (241.7") with rails extension option
- Transverse travel: 1.49 m (58.7") with short transverse rails, 3.21 m (126.4") with long transverse rails
- Vertical travel: >= 1,650 mm (65"), max. 1,705 mm (67.1")
- Rotation of focal spot around vertical axis of column: 360° (±180°), with rotation stop +180°/-165° and lock position every 45°
- Angulations of focal spot around horizontal axis: ±115°, lock positions 0° and ±90°

Control handle

- Centering device in longitudinal and transversal directions
- Brake/locking controls and central three-axis brake-release at lowest position of handle
- Wide 30.7 cm (12.1") full color LCD touch display and backlit flat control buttons





Collimator

- Motorized automatic collimation, manual overrule possible, with light field indicator
- Angle of aperture and rotation: 2 x 15°, ±45°, depending on the collimator (see type number plate)
- Timer switch for light field indicator: Programmable, in accordance with IEC 60601-2-54 the timer ensures that the lamp switches off automatically in less than 2 minutes to prevent overheating of the collimator.
- Added filters: 1 mm Al or 1 mm Al + 0.1 mm Cu or 1 mm Al + 0.2 mm Cu or 0.5 mm Cu + 2 mm Al for detector calibration
- Source-image distance measurement tape

X-ray Tube

- Philips Super Rotalix high power X-ray tube SRO 33100, with dual-focus, rotating anode and ROT 380 assembly
- Two focal spots 0.6 and 1.2
- Maximum power: With focal spot 0.6: 33 kW or With focal spot 1.2: 100 kW
- Anode angle 13°
- Maximum tube voltage 150 kV
- Anode heat storage capacity 220 kJ (300 kHU)
- Assembly heat capacity 1.500 kJ (2.046 kHU)
- Continuous anode input power 190 W
- Minimum anode speed 8,000 to 10,000 revolutions/minute
- Build in filter 2 mm AI (5/64")
- Total filtration minimum 2.5 mm AI (105/1024")
- Double tube overload protection
- Total weight approx. 26 kg

Comprising

- Four-part telescopic column
- X-ray tube assembly with collimator
- Control handle with buttons and LCD screen
- Rail system
- Installation cables and high voltage cables
- Set of markers for preferred source-image distance
- Philips Comfort Track system motorization

Vertical Stand with Fixed Detector

Philips height-adjustable vertical stand (VS) has a proven and smart design that makes no compromise on robustness, quality and work efficiency, even with challenging patients and difficult examination conditions. It is optimal for X-ray departments specializing in thorax examinations. The motorized tilting option extends the possible application range to extremities, skeletal examinations, and under-table examinations using a trolley.

This vertical stand features a premium, wide size, fixed detector.



Main benefits at a glance

- Vertical stand mounted on the floor, optimal for chest X-ray and all wall Bucky applications
- Wide size 43 cm x 43 cm (17 inch x 17 inch) integrated digital flat detector
- Motorized height adjustment from 30 cm to 180 cm (11.8 inch to 70.9 inch) with two different speeds plus manual operation for precise positioning
- Customizable pre-defined positions (move-to-position) and numerous other well-planned features significantly reduce the physical demands placed on the technologist
- Easy patient positioning with counterbalanced large vertical movement range
- Large and ergonomic patient grips on both left and right sides of the detector for safe and comfortable patient positioning
- Optional rotatable patient stretch grip on top left or right side of the detector
- Convenient user interfaces on both left and right sides of the detector, for quick and easy adjustment of movements, collimation, field alignment and orientation, selection of automatic exposure control chambers, and tracking mode
- Five-field automatic exposure control chamber for optimal image quality and low dose, as well as positioning flexibility
- Automatic tube height adjustment to detector height (tracking)
- Automatic collimation for X-ray beam limitation to digital flat detector, according to pre-programmed examination parameters
- Optional motorized detector tilting (-20° to +90°) to support examination of patients on a stretcher, plus straightforward exams of extremities for seated or standing patients
- Removable oscillating grid for optimal image quality and low dose
- Convenient storage for two grids within the detector unit for immediate and safe storage The motorized height adjustment from 30 cm to 180 cm (11.8 inch to 70.9 inch) measured at center of detector above the floor, gives a total lift of 150 cm (59 inch) to adjust to a comfortable and safe working height with a choice of two different speeds.

The wide size 43 x 43 cm (17 x 17 inch) integrated detector covers all relevant anatomy and offers full diagnostic information. Its Cesium Iodide (CsI) technology provides excellent quantum efficiency (DQE) and helps to manage the required patient dose.

An integrated five-field automatic exposure control chamber ensures optimum image quality at low dose even for difficult projections, and provides positioning flexibility for various examinations without moving the patient. The removable oscillating grid can be stored conveniently and safely directly in the detector unit.

Specifications

VS

- Counterbalanced rugged column for motorized and manual vertical movement of the detector
- Vertical movement range: 30 cm to 180 cm (11.8 inch to 70.9 inch), measured at center of detector
- Installation: floor and wall attachment, or floor only (optional)
- Detector unit: 59.6 cm x 57.5 cm (23.4 inch x 22.6 inch)
- Optional tilting: -20° to +90° motorized
- Automatic exposure control (AEC): 5 AEC measuring fields
- Operating: two user interfaces (left and right)



- Removable oscillating grid 40/8/140: 40 lines/cm (100 lines/inch), ratio 8, focus 140 cm (55.1 inch) for use with source-image distance from 119 to 189 cm (47 inch to 74 inch)
- Grid storage: for up to two grids within the detector unit

Detector

- Wide size 43 cm x 43 cm (17 inch x 17 inch) integrated digital flat detector with Cesium Iodide (CsI) technology
- Active detector area 42.0 cmx 42.5 cm (16.5 inch x 16.7 inch)
- Resolution 8.2 megapixel (2840 x 2874 pixels)
- Pixel pitch 0.148 mm
- Pixel depth 16 bits
- Image resolution: up to 3.4 line pairs per mm

Comprising

- VS
- Digital flat detector 43 cm x 43 cm (17 inch x 17 inch)
- Default oscillating grid 40/8/140. A different grid can be chosen in order questionnaire. Additional grids are available in accessories
- Software licenses
- Documentation

UPS

Uninterruptible Power Supply (UPS) for the Eleva workspot computer and monitor. The device provides emergency power to the Eleva workspot in case of electrical network power failure, allowing to bridge time to safely store images and complete the last tasks. It provides instantaneous protection from input power interruptions by means of an integrated battery and electronic circuitry, allowing to continue working for approximately 60 minutes.

Specifications

- Allows using the Eleva workspot for approximately 60 minutes after main power interruption
- Typical charging time: approximately 4 hours
- Typical heat emission: 4 W (5 W max) in standby, 86 W (99 W max) in operation
- Dimensions: depth 48.3 cm (19"), width 21 cm (8.3"), height 43.2 cm (17")
- Weight: 25 kg (55 lbs)

Comprising

• UPS device including holder for vertical positioning, power cable

Insulation for Nearby Table

Electrical insulation kit for the floor plate of a nearby system.

Comprising





- Insulation plate
- Screws

Compatible with

- ProxiDiagnost N90
- EasyDiagnost

Floor Plate for Nearby Table

Floor plate to be installed in the examination room to mount a nearby table on it. It can be flush-mounted or surface-mounted. Flush-mounted is recommended.

Specifications

- Material: steel
- Footprint: approx. L-shape
- Dimensions: footprint width approx. 1195 mm, footprint depth approx. 852 mm
- Thickness: 20 mm
- 6 holes for floor anchoring
- 3 holes, tapped, for table mounting on plate
- 12 holes, tapped, for spacers/shims fixation

Comprising

• Floor plate in one piece

Compatible with

- ProxiDiagnost N90
- EasyDiagnost

Clinical Education Program for Proxi Diagnost HP

<u>Handover OnSite Education</u>: Clinical Education Specialists will provide twenty-eight (28) hours of Proxi Diagnost N90 OnSite Education for up to four (4) students, selected by customer, including technologists from night/weekend shifts if necessary. Students should attend all 28 hours. CEU credits may be available if the participant meets the guidelines provided by Philips. Please read guidelines for more information. Depending on your system configuration, the first four (4) hours onsite may be spent configuring new equipment for specific clinical needs, as well as reviewing important safety features and quality procedures. Please read guidelines for more information. NOTE: Site must be patient-ready. Philips personnel are not responsible for actual patient contact or operation of equipment during education sessions except to demonstrate proper equipment operation.

<u>Proxi Diagnost Follow Up Education</u>: Clinical Education Specialist will provide sixteen (16) hours of RF ProxiDiagnost Follow Up OnSite Education for up to four (4) students, selected by customer, including technologist from night/weekend shifts if necessary. CEU credits may be available if the participant meets the guidelines provided by Philips. Note: Site must be patient-ready. Philips personnel are not



responsible for actual patient contact or operation of equipment during education sessions except to demonstrate proper equipment operation.

Education expires one (1) year from equipment installation date (or purchase date if sold separately).

ProxiDiagnost HP

<u>Comprising</u>: ProxiDiagnost N90 CS with Eleva Tube Head Vertical Stand with Fixed Detector Insulation for Nearby Table Floor Plate for Nearby Table UPS XR RF Proxi Diagnost Handover 28h OnSite XR RF Proxi Diagnost FollowUp 16h OnSite

1.2 Seismic Qualification requir. Article No. NRFA119

Only for systems sold in California State, USA.

According to the California Building Code (CBC), medical equipment used in Californian hospitals is under the heaviest scrutiny due to essential facilities requirements that the equipment must remain operational following an earthquake. Equipment manufacturers like Philips must obtain seismic certification that the equipment will remain operational after a design level earthquake. A dynamic test, known as a shake test, is performed followed by a report in accordance with the standards of the Office of Statewide Health Planning and Development (OSPHD).

ProxiDiagnost N90 has been tested, qualified and certified according to the seismic requirements of the California Building Code of the Office of Statewide Health Planning and Development.

Note on trolleys and mobile devices:

OSHPD certifications for earthquake conditions are not applicable for movable/mobile equipment, that's why monitor trolleys were not tested accordingly. In case of an earthquake, it cannot be excluded that a trolley topples, possibly causing hazardous situations for patients or staff, as well as damaging the monitor and preventing from further fluoroscopy examinations.

1.3 DRF High Performance Room Article No. NRFA106

Large dynamic detector, table with SkyPlate wireless detector, ceiling-suspended tube and vertical stand with large fixed detector. Can also be configured with SkyPlate wireless detector in vertical stand, and large fixed detector in table.

Main benefits at a glance

- Perform all kinds of fluoroscopy procedures at table side
- Large 43 x 43 cm (17 x 17") dynamic detector for wide body coverage and acquisitions at up to 30 frames/sec
- Ceiling suspended tube for Bucky work with SkyPlate wireless detector or large fixed detector at table, vertical stand or for free exposures





• All kinds of DRF examinations possible in the room at high throughput, with digital quality and speed, plus the flexibility of a light wireless detector

1.4 SkyPlate detector tray Article No. NRFA093

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SkyPlate tray to insert a SkyPlate wireless detector, to perform radiographic procedures using the ceiling suspension. The SkyPlate detector can also be taken out of the tray to perform free exposures in the room.

Main benefits at a glance

- SkyPlate tray to place a 35 x 43 cm (14 x17 inch) Philips SkyPlate wireless portable detector
- Five-field automatic exposure control chamber for optimal image quality and dose
- Automatic collimation for X-ray beam limitation to the SkyPlate detector, according to pre-programmed examination parameters
- Removable grid for optimal image quality and dose

When inserted in the tray, the SkyPlate detector covers all relevant anatomy with its large detector area of 35 x 43 cm (14 x 17"). Depending on anatomy, SkyPlate can be inserted in portrait or landscape orientation and offers full diagnostic information even with large patients. It is part of the Eleva platform and it defines a new dimension of freedom within the radiography room. Combined with Philips advanced UNIQUE image processing, grid-line correction algorithm and state-of-the-art Cesium lodide (CsI) technology, it has an excellent quantum efficiency (DQE) and helps to reduce the required patient dose. It provides instant image display with superb image quality on the Eleva workspot for increased diagnostic confidence.

At any time, the SkyPlate can be taken out of the tray to perform free exposures in the room using the ceiling suspended tube, giving high flexibility, even for the most challenging projections. This feature is particularly useful to perform laterals, oblique, weight bearing feet or examinations in bed or wheelchair.

Specifications

- SkyPlate tray
 - [°] Bucky tray unit: 59.6 x 57.5 cm (23.5 inch x 22.6 inch)
 - ° SkyPlate can be placed in portrait or landscape orientation
 - ° Automatic exposure control (AEC): five-field automatic exposure control chamber
 - ° Removable grid, focus 110 cm (43 inch)

Comprising

- Tray for SkyPlate detector
- Five-field automatic exposure control chamber
- Default grid, focus 110 cm (43 inch)

1.5 Live Camera Package Article No. NRDN518





Details

The Live Camera Package takes the system to the next level. The Eleva Tube Head of the CS is enhanced with a live camera for extended Eleva control right in the exam room. This helps alleviate potential imprecise collimation (as with obese patients) and assists with patient positioning. Time consuming retakes that add unnecessary dose can be reduced. Moreover the Live Camera Package contributes to a fast setup time:

Live images of the collimated anatomy are displayed continuously during the exam, for guidance Display of collimated area at the tube head and at the Eleva workspot helps detect patient movement and supports correct collimation Specifications Camera o 800 x 600 pixels resolution o IR cut filter for natural colors o Highly light sensitive for low light environments o Low latency for precise positioning Comprising Camera Software licenses Documentation

Compatible with

Ceiling suspension with Eleva Tube Head

1.6 **Comfort Move**

Article No. NEDA315

With Philips Comfort Move, relevant parts of the system geometry are motorized to support a fast, smooth and automated workflow within the daily routine in the X-ray room. Built-in safety measures include collision detection, force limitation, break management and dead-man control to position components safely with the patient in the room. Collimation and collimation light are set automatically to further release the user from making manual adjustments for radiographic routine procedure steps with the ceiling suspension.

Main benefits at a glance

- Automatic tube height adjustment in vertical direction (tube tracking)
- Automatic tube positioning for upper, centered or lower detector alignment at vertical stand (option)
- Auto-collimation of the tube, depending on the selected examination
- Automatic tube alpha rotation around the horizontal axis by +/- 115 $^\circ$

For systems with optional vertical stand (VS):

The motorization of the vertical stand makes it easy to set the appropriate detector height according to patient size. The motorized tilting (option) for the VS extends the possible application range to extremities, skeletal examinations, and even under table examinations using a trolley. This capability offers additional workflow enhancements on the system by enabling the upright Bucky unit to be automatically placed in different pre-defined positions as well as individual positions from -20° to +90°. With a single click, tube and detector can be linked to keep the tube centered to the detector while



simultaneously setting the correct height of the detector (tube tracking). For specific examinations, the tube can automatically be positioned off-center to align the X-ray beam with the upper or lower border of the detector.

With Philips Comfort Move, Automatic Image Stitching exams (option) can be performed at the VS fully automatically including precise tube rotation and linear detector movements.

Main benefits at a glance

- Automatic tube and detector alignment/centering
- Automatic move-to-position of detector tray into pre-defined positions
- Manual and motorized height adjustment of detector tray, from 30 cm to 180 cm (11.8 inch to 70.9 inch)
- Convenient user interfaces located on both left and right sides of the detector tray, for quick and easy adjustment of movements
- Two different speeds, plus manual operation for precise positioning
- Motorized detector tray tilting (option)

Comprising:

- Motorization of the ceiling suspension column
- Motorization of the tube alpha rotation
- Motorization of VS (if present)
- Software license and documentation

1.7 Large SkyPlate Set Article No. NRDN209

Philips SkyPlate is the next generation of wireless portable detectors. It is an integrated part of the X-ray system and Eleva platform, and defines a new dimension of flexibility and freedom within the radiography room.

Main benefits at a glance

- Effortless to position in everyday clinical practice thanks to light weight
- Easy handling, especially for free exposures, thanks to the detector's cable-free design
- State-of-the-art Cesium Iodide (CsI) detector technology for optimal image quality at low dose
- Robust shell protecting from water drops and dust
- Flexible positioning for lateral or oblique projections
- ISO 4090 compliant dimensions to fit into standard operating room tables
- Sharing license, to use the detector on other compatible Philips X-ray systems

The large SkyPlate covers all relevant anatomy with its large detector size of 35 cm x 43 cm (14 in x 17 in). Depending on anatomy, it can be positioned in different orientations and offers full diagnostic information even with large patients. Combined with Philips advanced UNIQUE 2 image processing, grid-line removal algorithm, and state-of-the-art Cesium Iodide (CsI) technology, it has an excellent detective quantum efficiency (DQE) and helps to reduce the required patient dose. It provides instant image display with superb image quality on the system's Eleva workspot for increased diagnostic confidence.





Thanks to its cable-free design, the SkyPlate allows quick and efficient procedures on the system, with high hygienic standards. Its robust design and rich set of optional dedicated accessories, offers easy handling, as well as safe, quick and comfortable positioning during procedures. Special projections like laterals can easily be performed without moving the patient. Its slim design is optimized for critical environments to reduce the risk of interfering with equipment, cables, tubes and catheters. The detector features advanced low-power WiFi connection technology and is designed according to IEC 60601-1-2. It is compliant with life supporting devices also designed according to IEC 60601-1-2 and with pacemakers designed according to IEC (EN) 45502-2-1 when keeping indicated distances. The SkyPlate battery can be removed without a special tool and recharged in the battery charging station. Once a battery is empty, a new one can be inserted to immediately continue working with the SkyPlate. SkyPlate sharing allows taking the SkyPlate from one Philips DR and DRF system and using it with another compatible Philips DXR system carrying the SkyPlate Sharing license. Therefore, SkyPlates can be used efficiently wherever needed with the systems of a department, helping to drive down investment costs.

Main specifications

- Type: Digital Csl (Cesium Iodide) flat detector
- Detector size: 35 cm x 43 cm (14 in x 17 in)
- Pixel size: 148 μm
- Weight (incl battery): 2.8 kg (6.2 lb)

Comprising

- SkyPlate large detector
- 2 exchangeable batteries
- Set of 100 hygienic bags
- SkyPlate Protection Cover
- Software licenses including SkyPlate sharing

1.8 SkyPlate Infrastructure Kit Article No. NRDN215

The SkyPlate Infrastructure Kit is comprised of a wireless access point, a battery charger and a back-up cable.

Main benefits:

All-in-one kit to set the customer up with the necessary parts for working with the Skyplate State-of-the art components. The access point enables the wireless transmission of clinical images from the SkyPlate to the access point. The access point is hard wired to the radiography system and images are sent from there to the Eleva work station for review, editing and further distribution. The battery charger is designed to charge up to three batteries simultaneously. The back- up cable enables the transmission of clinical images in the case that there is no wireless transmission between the SkyPlate and the wireless access point possible.

Specifications:

- Wi-Fi access point according to regional requirements for Wi-Fi transmissions.
- SkyPlate battery charger. It offers a 4 bar charge status color indication per battery: 0-25%, 25-50%, 50-75%, 75-100%.



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Q-00214109



- IP43 compliant
- Dimensions 172 x 322 x 48 mm (12.7 inch x 6.8 inch x 1.9 inch)
- SkyPlate back- up cable

Compatible with

- SkyPlate large 35 cm x 43 cm (14 inch x 17 inch)
- SkyPlate small 24 cm x 30cm (10 inch x 12 inch)

1.9 SkyFlow Plus Article No. NRDN238

Details

The SkyFlow functionality is especially suitable for bariatric patients. Once the license is installed at the system, it does not need a single technologist interaction and is automatically applied on images.

Comprising

SkyFlow Plus license Documentation

Compatible with MobileDiagnost wDR release 2.x CombiDiagnost R90 ProxiDiagnost N90

Includes

To avoid extensive scatter radiation on images, an anti-scatter grid is sometimes used, typically for anatomies such as chest, abdomen, or pelvis. With SkyFlow, Philips presents an innovative and exciting way to enhance image quality for all anatomies where grid was recommended without applying an anti-scatter grid. Such as Abdomen, Chest, Knee, Pelvis, Shoulder.

For customers who are using a grid, SkyFlow Plus can provide an image contrast level close to grid images. This implies that no grid needs to be carried, positioned and aligned. Also, chances for potential re-takes due to grid cut-off or misalignment will be reduced.

Customers who are not using a grid today will see an improved image impression by using the SkyFlow functionality. Even though no grid is applied and dose levels remain unchanged, image quality will improve.

1.10 Motorized tilting of the VS vertical stand Article No. NEDA320

The motorized tilting option for vertical stand (VS) brings workflow enhancements on the system by enabling the upright Bucky unit to be automatically placed in different positions.

Main benefits at a glance

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- Extends the possible application range to extremities, skeletal examinations, and even under-table examinations using a trolley
- Reduces technologist physical involvement by providing motorized tilting movements
- Tilting by just pressing a move-to-position button or by pressing and holding a dedicated movement button (e.g. vertical movement of the Bucky unit)
- Motorized height adjustment from 30 cm to 180 cm (11.8 inch to 70.9 inch) with two different speeds, plus manual operation for precise positioning
- Convenient user interfaces on both left and right sides of the Bucky unit, for quick and easy adjustment of movements, including motorized tilting

Specifications

- Tilt from -20° to +90° horizontal position, via 0° vertical position
- Vertical movement range: 30 cm to 180 cm (11.8 inch to 70.9 inch), measured at center of Bucky unit

Comprising

- Tilting mechanism between vertical stand column and Bucky unit
- Electronic controlled motor drive
- Set of cables
- Software license

Compatible with

• VS

1.11 80 kW generator with IQX Article No. NEDA305

The 80 kW generator with IQX is a microprocessor-controlled X-ray generator with sophisticated high-frequency inverter technology. For pulsed fluoroscopy, the unique dose management supports standard Pulse-Controlled Fluoroscopy (PCF) and the advanced option Philips Grid-Controlled Fluoroscopy (GCF) (except for China). Moreover, the generator supports Philips Intelligent Exposure (IQX).

Main benefits at a glance

- Designed for a wide range of radiography and fluoroscopy applications
- Wide range of applications possible
- Intelligent Exposure IQX for optimized exposure image quality and automatic dose adjustment, independent of body thickness (in-pulse control)
- Optional Grid Controlled Fluoroscopy (GCF) (except for China) for superb fluoroscopy image quality at low dose with every single pulse
- Small footprint

The generator offers automatic and manual exposure techniques and automatic kV reduction. It includes the IQX feature, which regulates exposure settings during the exposure (in-pulse controlled).

IQX provides excellent, reliable and consistent image quality for digital exposures, both in static and dynamic fluoroscopy studies. IQX controls and adapts the exposure parameters within the X-ray pulse.



The automatic and fast regulation of kV during each exposure leads to crisp image quality for all types of studies, for all patients.

IQX highlights

- Short exposure times eliminates motion blur
- Exposure times are kept within an application-dependent customizable time range. This ensures that images are correctly exposed and free from motion blur, even with rapidly changing density
- Automatic kV-optimization
- Automatically adjusts the settings, relative to the standard kV-value. Thus the settings are optimized for the actual object density and the needs of the examination.
- Fast, in-pulse adaptation to (changes in) density, kV-adjustment takes place within the first millisecond of the exposure, enabling adaptation to sudden changes in object density (e.g. during dynamic studies)
- Controlling range: customizable from -15 kV relative to a defined start value up to 125 kV

Specifications

Exposure output power

- 40 125 kV (main beam) for Rad and dynamic exposures on the table
- 40 150 kV (second beam with wall Bucky and free exposures)
- 1 1100 mA
- 1 ms 4 s with AEC (Automatic Exposure Control)
- 1 ms 4 s without AEC

Manual mode

- Two-factor technique (kV mAs)
- Three-factor technique (kV mA s)

Automatic mode

- One factor falling load (kV)
- Two factor constant load (kV/mA)
- Automatic kV reduction
- Support of IQX Intelligent exposure

Fluoroscopy techniques

For enhanced image quality and dose management, the generator supports continuous fluoroscopy and the two pulsed fluoroscopy techniques with in-pulse control PCF and Philips GCF (option, except for China).

Fluoroscopy output with PCF

- 40 125 kV
- 0.2 30 mA with continuous fluoroscopy
- 1.5 60 mA with pulsed fluoroscopy

Fluoroscopy output with GCF





- 40 110 kV
- 0.2 30 mA with continuous fluoroscopy
- 1.5 200 mA with pulsed fluoroscopy

Area Dose Calculation and display and fluoroscopy entrance dose rate limitation.

Automatic mains adaptation.

Comprising

• X-ray generator

1.12 Grid controlled fluoroscopy Article No. NRFA096

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Grid Controlled Fluoroscopy (GCF) is an exclusive Philips technology of pulsed fluoroscopy, providing superb image quality at minimum dose. This is achieved by the use of a grid-switched X-ray tube and the control of X-ray parameters kV, mA and time within each single pulse (in-pulse control).

Main benefits at a glance

- Excellent image quality for fluoroscopy with each single pulse
- Significant dose reduction, therefore recommended for pediatrics
- On the fly selection of three different pulse rates (user programmable between 0.5 to 30 frame per second) and continuous fluoroscopy for maximum user flexibility
- Dedicated and proprietary pediatric settings with a further decreased pulse time and an optimized kV/mA-curve
- GCF lock-in mode to maintain image quality during abrupt variations in absorption e.g. bringing lead gloves in the beam to position a patient
- Adaptive measuring fields maintain a constantly high image quality even when the field of interest is limited by shutters moving in

Specifications

GCF

- Pulse time: 5 to 20 ms
- Pulse frequency: 0.5 to 30 frame per second

X-ray tube

Philips High Performance Super Rotalix Metal high power X-ray tube SRM 2250, with dual-focus, rotating anode and ROT 504 GS assembly.

Main benefits at a glance

- Especially adapted to high throughput environments
- Allows high continuous output thanks to high heat dissipation
- Universal field of application due to optimal focal spot-output ratio
- Support of Philips' exclusive Grid Controlled Fluoroscopy (GCF) pulsed fluoroscopy technology





Specifications

- Two focal spots 0.5 and 1.0
- Nominal anode input power 20W equivalent
 - ° with focal spot 0.5: 26 kW
 - ° with focal spot 1.0: 60 kW
- Nominal radiographic anode input power
 - ° with focal spot 0.5: 22 kW
 - ° with focal spot 1.0: 50 kW
- Anode angle 15°
- Nominal tube voltage 125 kV
- Anode heat storage capacity 280 kJ (380 kHU)
- Continuous anode input power 160 W
- Double tube overload protection
- Total weight approx. 27 kg

Comprising

- Grid Controlled Fluoroscopy generator module and license
- Philips tube SRM 2250 ROT 504 GS

1.13 One in-room Monitor Article No. NEDA309

Monitor to be placed in examination room.

Main benefits at a glance

- Live image feedback for nearby procedures or for the staff in the room
- Wide size, high brightness LCD technology for crystal clear and flicker-free images
- Flat design for low footprint in the examination room
- Lightweight for easy maneuverability

Specifications

- Type: LCD color monitor IPS
- Diagonal size: 21.3 inch (54 cm)
- Matrix: 1600 x 1200 pixels (2 Megapixel)
- Pixel pitch: 0.270 mm
- Calibrated luminance: >700 cd/m²
- Contrast ratio: 1400:1 typical
- Viewing angle: 89 degrees at typical min. contrast ratio of 10:1
- Dimensions: approx. 492 mm x 394 mm (19.4 inch x 15.5 inch)
- Weight: approx. 7 kg (15.4 lbs)
- 100 mm x 100 mm VESA mounting interface
- DICOM calibrated for room environmental illuminance from 0 to 1000 LUX
- DICOM illuminance compensation automatically adjusted for room illuminance

Comprising

Monitor





• Cable set, in case a local monitor support is used

1.14 Ceiling suspension for one in-room monitor Article No. NEDA317

The ceiling suspension for monitor is a robust, articulated, ceiling mounted support to hold one flat panel monitor and use in the examination room.

Main benefits at a glance

- Floor space saving thanks to the ceiling suspended concept
- Can be moved all around in the examination room depending on needs
- Mounting on ceiling rails plus two articulated arms for maximum positioning freedom
- Five high quality joints for effortless and precise positioning
- Large handle below and on both monitor sides for intuitive movements

Specifications (including monitor)

• Weight: approx. 84 kg (184.8 lbs)

Comprising

- Ceiling carrier rails, articulated arms, supports and joints, mounting parts
- Monitor cable set

1.15 Dose Reporting in DICOM Structured Report format Article No. NDCC472

This DICOM service allows exporting patient radiation dose details in the Structured Report DICOM standard format.

Main benefits at a glance

- Standard, modern and comprehensive format for exporting patient radiation exposure information
- Exports dose information on study (accumulated) and exposure levels
- Allows detailed exposure dose monitoring on the PACS or dedicated dose management system

Typically, one dose report is created at the end of each procedure step performed on the system. This dose report collects together all the irradiation events from the procedure step and cumulates all dose values for the procedure step as a whole.

By exporting patient radiation dose in a comprehensive, very detailed and standard format, DICOM Structured Report allows to perform precise dose monitoring and analysis on the PACS or with a dedicated dose management system. This assists institutions to ensure their policies, procedures and protocols are adequate and being followed appropriately in the department. Moreover, it can help determining how changes in techniques and protocols impact radiation dose as well as image quality, to maintain patient doses As Low As Reasonably Achievable (ALARA).

Comprising





• Software license

Compatible with

- DigitalDiagnost 3.1 and above
- MobileDiagnost wDR 1.1. and above (Dose Area Product Meter required)
- EasyDiagnost 5.0
- ProGrade Rel 1 and above
- CombiDiagnost R90
- ProxiDiagnost N90

1.16 Set of CS Ceiling Rails

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Article No. 989001001612

For longitudinal carriages of CS monitor ceiling suspension or auxiliary ceiling suspension; length 4.3 M.

Comprising:

- 2 CS rails.
- Adjustable end/stops.
- Spacer strips.
- Fixing parts.
- Brake rails.
- Compatible with:
 - CS 2 CS 4.
 - Monitor ceiling suspension.
 - Rail extension 9890 010 01622.
 - Rail for cable carrier 9890 010 02422.

1.17 Protector Large Cass. Size Det Article No. NRDN405

The SkyPlate protector has been designed to be placed over the SkyPlate detector on the floor when performing an antero-posterior view during a weight bearing feet examination, allowing to exam patients up to 220 kg (485 lbs).

Main benefits at a glance

- Allows performing of weight bearing feet examinations with patients up to 220 kg (485 lbs)
- Easy positioning over the wireless portable detector on the floor
- Convenient handle for positioning and carrying
- Slim and stable design for secure patient examination
- Also compatible with 35 x 43 cm (14 x 17") CR cassettes

Specifications

- Attenuation equivalent: less than 1.1 mm (0.04") Al at 100 kV
- Maximum patient weight: 220 kg (485 lbs)





- Dimensions: 51 x 43 x 5 cm (20.1 x 19.9 x 2 inch)
- Weight: 2.9 kg (6.4 lbs)

Comprising

• SkyPlate protector

Compatible with

• SkyPlate large 35 x 43 cm (14 x 17") and CR cassettes 35 x 43 cm (14 x 17")

1.18 Wireless Detect. Mobile Holder Article No. NRDN407

The wireless detector mobile holder is designed to take full advantage of the wireless portable detector to perform free exposures in optimal conditions.

Main benefits at a glance

- Mounted on wheels for easy moving and positioning in the room
- Holds the wireless portable detector in a safe and precise position
- Very easy to put the detector in and to take it out
- High detector positioning flexibility
- Can hold the wireless portable detector with or without a grid on it
- Brakes on the wheels for fixed and safe positioning
- Also compatible with 35 x 43 cm (14 x 17") CR cassettes

The mobile holder provides outstanding positioning flexibility for the wireless portable detector. Mounted on wheels, it is easily positioned in the room and all around the patient. With or without a grid on it, the wireless portable detector can be held in various positions depending on projection requirements. The positioning is achieved quickly and easily, thanks to very intuitive use and self-locking joins. Featuring a height adjustable arm with swivel, the detector is safely held and can be lifted, tilted, swiveled or rotated to the best convenience.

Specifications

- Dimensions: length 68 cm (26.8"), width 67 cm (26.4"), height 150.7 cm (59.3")
- Vertical movement range of holder arm: 68 to 128 cm (26.8 to 50.4"), center of large portable detector
- Weight: 53.2 kg (117 lbs)

Comprising

• Mobile detector holder

Compatible with

• Wireless portable detector 35 x 43 cm (14 x 17") and CR cassettes 35 x 43 cm (14 x 17")

1.19 SkyPlate cable and holder pack Article No. NRDN401



Users may in some cases want to disable the WiFi connection to the SkyPlate detector on purpose. In order to operate the SkyPlate without WiFi connection the 7m (23') SkyPlate cable can be connected. System communication to the SkyPlate and image data transfer are performed securely also in cases when the WiFi connection is lost.

The wall mountable cable holder was designed to store the SkyPlate cable properly in the X-Ray room.

Comprising

- 7m (23') SkyPlate cable
- Connectors
- Wall mountable holder for the SkyPlate cable

Compatible with

- DigitalDiagnost Rel. 4.1
- ProGrade Rel. 1.1
- Not to be used with previous releases.

1.20 Stretch grip for VS/VM stand Article No. NRDN421

The stretch grip for vertical stand improves examination conditions and patient comfort.

Main benefits at a glance

- Allow the patient to comfortably keep his arms overhead or beside the Bucky unit by holding the grip
- Ergonomic U-shape providing different grip heights to adapt to patient size
- Can be inserted at the top left or right side of the Bucky unit, depending on the situation
- Convenient wall mounted holder for immediate and safe storage

Specifications

- Metallic U-shape grip
- Rotatable from -90° to +90° around the vertical axis

Comprising

- Stretch grip
- Storage holder to be wall mounted

Compatible with

- VS and VM vertical stands
- This option is only selectable for BuckyDiagnost when the VS Advanced package is taken

(Opt) TIMS2000SP Philips CombiDiagnostProxiDiagnost Article No. 989801240006

TIMS 2000 SP Package



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Includes 23" LCD monitor, up to 4 hours standard onsite installation & up to 4 hours onsite training, Video Isolator, Trigger Kit, & TDRS.

The solution for recording & review of modified barium swallow (MBS) studies.

- Windows 10 Pro 64 bit workstation
- High resolution video at 30 frames per second
- Benefits of eliminating DVDs & other removable media
 - Eliminates HIPAA risk
 - ° Patient data secure & archived
 - ° Studies available on PACS/ VNA for all authorized users
- Record the entire procedure
- Record from any fluoroscopy or FEES system (or any medical video device!)
- Synced audio
- Instant access (no FF & RW necessary!)
- Remote review & analysis with TDRS (TIMS DICOM

Review Software)

- Stopwatch timer
- Extensive review & analysis tools
- Study timer
- DICOM format for compatibility with all PACS & EMR
- DMWL for automated input of patient information
- DICOM send entire studies or portions of studies
- Archive studies to CD/DVD/USB/Network, with DICOM Viewer included
- Study editing tools
- Custom annotations
- Add audio comments
- Customized workflow
- Comprehensive Support & Maintenance (one year included with purchase)

(Opt) TIMS DVI Extender Article No. 989801240053

DVI Extension cable for TIMS installation

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Description

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Air Shipment kit Article No. 989804850002 Air Shipment kit



3. Local Sales Terms and Conditions

Line	Product Code	Contract Name	Contract No.	Billing Plan
1	706110 DRF digital radiography and	Premier Multi-Modality Q3 2023	Premier Multi-Modality	0/80/20
	nearby fluoroscopy solution	GB	Q3 2023 GB	
2	989804850002 Air Shipment kit	Premier Multi-Modality Q3 2023	Premier Multi-Modality	0/80/20
		GB	Q3 2023 GB	

Payment Terms US: Net 30 Days

INCO Terms: Carriage and Insurance Paid To Destination

This is a cash price quote, which includes ACH, check, and wire transfer. Any other form of payment will result in different price, which may be higher.

Billing Terms: Are as displayed under the Billing Plan table above. For each item, X/Y/Z milestones are defined as follows (unless an Agreement specifying alternative payment terms has been negotiated between the parties):

X is the percentage invoiced upon signed acceptance of quotation or upon receipt of Customer Purchase Order Y is the percentage invoiced upon delivery of major components to Customer designated location or Philips warehouse. Z is the percentage invoiced upon completion of installation or product available for first patient use, whichever occurs first.

If DEMO Equipment is included in this quotation it is sold under the Contact No. Contract Name/Contract Number ("Contract") of the products/solution included in this quotation.

All amounts in this quote are in USD

Additional Terms US:

The specific Premier Contract # referenced above represents the applicable Premier agreement with Philips containing discounts, fees and any specific terms and conditions applying to any Product identified as part of this quoted Solution. Philips Standard Terms and Conditions of Sale attached to the Quote Solution will also apply to the extent they do not expressly conflict with the terms and conditions of the referenced Premier Contract



4. Signature Page

Invoice to:

San Gorgonio Memorial Hospital 600 N Highland Springs Ave Banning, CA 92220-3046

Total Net Price

Acceptance by Parties

Each Quotation solution is issued pursuant to and will reference a specific Contract Name/Contract Number ("Contract") representing an agreement containing discounts, fees and any specific terms and conditions which will apply to that single quoted solution. Any PO for the items herein will be accepted subject to the terms of that Contract. If no Contract is shown, Philips Terms and Conditions of Sale including applicable product warranty or Philips Terms of Service ("Philips Terms") located in the Philips Standard Terms and Conditions of the quotation shall solely apply to the quoted solution.

Each equipment system and/or service listed on purchase order/orders represents a separate and distinct financial transaction. We understand and agree that each transaction is to be individually billed and paid. This quotation contains confidential and proprietary information of Philips Healthcare and is intended for use only by the customer whose name appears on this quotation. It may not be disclosed to third parties without prior written consent of Philips Healthcare.

This quotation provides contract agreement discounts and does not reflect rebates that may be earned by Customer, under separate written rebate agreements, from cumulative volume purchases beyond the individual quantity being ordered under this quote. Customer is reminded that rebates constitute discounts under government laws which are reportable by Customers.

The price above does not include sales tax.

Please fill in the below if applicable:

- 1. Tax Status: Taxable ______ Tax Exempt ______

 If Exempt, please indicate the Exemption Certification Number: ______, and attach a copy of the certificate.
- 2. Requested equipment delivery date _____

3. If you do not issue formal purchase orders indicate by initialing here: ______

4. Our facility does issue formal purchase orders; however, due to our business/system limitation, we cannot issue a formal purchase order until 90 days prior to standard warranty expiration. Initialed: _____

CUSTOMER SIGNA by its authorized r	PHILIPS SIGNATURE by its authorized representative	
Signature: Print Name: Title:	Signature: Print Name: Title:	
Date:	 Date:	



Q-00214109

Ship to: San Gorgonio Memorial Hospital 600 N Highland Springs Ave Banning, CA 92220-3046

Total Price

\$ 460,059.30

5. Philips Standard Terms and Conditions

GENERAL TERMS AND CONDITIONS OF SALE AND SOFTWARE LICENSE ("Conditions of Sale") Rev 21

1. Initial Provisions.

- 1.1 The Products (equipment, service, and software) offered on the quotation by the Philips legal entity identified thereon are subject to these Conditions of Sale.
- 1.2 The purchase prices set out on the quotation excludes all taxes. All taxes on the Products will be borne by the Customer unless Customer provides a tax exemption certification.

2. <u>Quotation, Order and Payment</u>.

- 2.1 Any quotation on the Products will be open for acceptance within the period indicated therein and may be amended or revoked by Philips prior to Customer's acceptance. Any purchase orders shall be subject to Philips' confirmation. Any terms and conditions set forth on the Customer's purchase order or otherwise issued by the Customer shall not apply to the Products.
- 2.2 The prices and payment terms are set out on the quotation. Orders are subject to Philips' ongoing credit review and approval. If the quotation indicates net prices that are each associated with a payment method then Philips will invoice Customer, and Customer will pay the net price that corresponds to the payment method that Customer elected in its purchase order or signed quote. Prior to invoice, Customer may modify the payment method by providing Philips with an amended purchase order that reflects the new payment method and corresponding price.
- 2.3 Interest will apply to any late payments. Customer shall pay interest on any overdue amount not actively disputed paid at the annual rate of twelve percent (12%) which may be billed monthly. If the Customer fails to pay any amounts due or breaches these Conditions of Sale, Philips will be entitled to suspend the performance of its obligations and deduct the unpaid amount from any amounts otherwise owed to Customer by Philips, in addition to any other rights or remedies available to Philips. Philips shall be entitled to recover all costs and expenses, including reasonable attorneys' fees related to the enforcement of its rights or remedies.
- 2.4 Customer has no right to cancel an order, unless such cancellation right is granted to the Customer by mandatory law in which case the Customer shall pay the costs incurred by Philips up to the date of cancellation In other cases of cancellation, Customer shall pay a 15% cancellation fee.
- 2.5 Philips may make partial or early shipments and Customer will pay such invoice based on the date of invoice for each product in accordance with the payment terms set forth in the quotation
- 2.6 Payments may be made by check, ACH or wire. Philips does not accept transaction fees for any electronic fund transfers or any other payment method. All check payments over \$50,000 usd must be paid via eCheck or via Philips prepaid FedEx account with tracking to secure against fraud and misappropriation.

3. Philips Security Interest until Full Payment.

3.1 Philips is entitled to retain a security interest in the Philips products, until Philips receives full payment.

4. <u>Technical Changes; Obsolescence of the Product.</u>

4.1 Philips shall be entitled to make changes to the design or specifications of the Products at any time, provided such change does not adversely affect the performance of the Products.

5. Lease and Trade In

- 5.1 If the Customer desires to convert the purchase of any Products to a lease the Customer shall within ninety (90) prior to the delivery of the Products provide all relevant rental documents for review and approval by Philips. The Customer is responsible for converting the transaction to a lease and is required to secure the leasing company's approval of all these Conditions of Sale. No product will be delivered to the Customer until Philips has received copies of the fully executed lease documents and has approved the same. For any lease, if the lease does not fund then: (i) Customer guarantees the payment of all monies due or that may become due under these Conditions of Sale; (ii) Philips may convert the lease back to a purchase and invoice Customer; accordingly, and (iii) Customer will pay all such invoiced amounts per the invoice terms. In the event that there are multiple Products on one quote, the Product with the longest period for converting the transaction to a lease shall prevail.
- 5.2 Philips may provide a rental agreement at its discretion.
- 5.3 In the event Customer will be trading-in equipment ("Trade-In"), the Customer will provide the following:
 - 5.3.1 Customer undertakes to possess good and marketable title to the Trade-In as of the date of the quotation and when Philips takes possession of the Trade-in from Customer's site. In the event Customer is in breach of this undertaking, Customer shall not be entitled to keep a trade-in credit for such Trade-In and shall promptly refund Philips such credited amounts upon receipt of an invoice from Philips.
 - 5.3.2 The trade-in value set forth on Philips quotation is conditioned upon Customer providing Trade-In no later than the date Philips makes the new Product listed on such quotation available for first patient use. Customer shall bear the costs of any reduction in trade-in value arising due to a delay by the Customer causing the trade-in not to occur by the expected date and promptly pay the revised invoice.
 - 5.3.3 In the event Philips receives a Trade-In having a different configuration (including software version) or model number than the Trade-In described on the Philips quotation, Philips reserves the right to adjust the trade in value and revise the invoice accordingly and Customer shall pay such revised invoice promptly upon receipt.



5.3.4 Customer undertakes to (i) clean and sanitize all components that may be infected and all biological fluids from the Trade-In; (ii) drain any applicable chiller lines and cap any associated plumbing and (iii) delete all personal data in the Trade-In. Customer agrees to reimburse Philips against any out-of-pocket costs incurred by Philips arising from Customer's breach of its obligations herein.

6. Shipment and Delivery Date.

- 6.1 Philips shall deliver the Products in accordance with the Incoterms set forth on the quotation. If Philips and the Customer agree any other terms of delivery, additional costs shall be for the account of the Customer. Title (subject to Section 3 entitled Philips Security Interest) to any product (excluding software), and risk of loss shall pass to the Customer upon delivery to the shipping carrier. However, Philips shall pay the cost of freight and risk insurance (during transport to destination). Customer shall obtain and pay insurance covering such risks at destination.
- 6.2 Philips will make reasonable efforts to meet delivery dates quoted or acknowledged. Failure to deliver by the specified date will not be a sufficient cause for cancellation nor will Philips be liable for any penalty, loss, or expense due to delay in delivery. If the Customer causes the delay, any reasonable expenses incurred by Philips will be paid for by Customer, including all storage fees, transportation expenses, and related costs. If the delay is more than thirty (30) calendar days, Customer shall pay the 80% installment payment; in the event the equipment was built and resides in a Philips warehouse. For the purposes of clarification, "Delay" in this section shall mean a date later than the Customer agreed delivery date identified via confirmation of the delivery date with Customer prior to releasing the Product for production.

7. Installation.

- 7.1 If Philips has undertaken installation of the Products, the Customer shall be responsible for the following at its sole expense and risk:
 - 7.1.1 The provision of adequate and lockable storage for the Products on or near the installation site. Additionally, Customers shall consider the mfg. labeling requirements for environmental and storge conditions. The Customer will repair or replace any lost or damaged item during the storage period.
 - 7.1.2 Philips or its (affiliate's) representative shall have access to the installation site without obstacle or hindrance in due time to start the installation work at the scheduled date.
 - 7.1.3 The timely execution and completion of the preparatory works, in conformity with Philips' installation requirements. The Customer shall ensure that the prepared site shall comply with all safety, electrical and building codes relevant to the Products and installation thereof.
 - 7.1.4 The proper removal and disposal of any hazardous material at the installation site prior to installation by Philips.
 - 7.1.5 The timely provision of all visa, entry, exit, residence, work or any other permits and licenses necessary for Philips' or Philips' representatives' personnel and for the import and export of tools, equipment, Products, and materials necessary for the installation works and subsequent testing.
 - 7.1.6 The assistance to Philips or Philips' representative for moving the Products from the entrance of the Customer's premises to the installation site. The Customer shall be responsible, at its expense, for rigging, the removal of partitions or other obstacles, and restoration work.
- 7.2 If Products are connected to a computer network, the Customer shall be responsible for network security, including but not limited to, using secure administrative passwords, installing the latest validated security updates of operating software and web browsers, running a Customer firewall as well as maintaining up-to-date drivers, validated anti-virus and anti-spyware software. Unauthorized Updates, as defined in the Product Schedules, may adversely affect the functionality and performance of the Licensed Software.
- 7.3 If any of the above conditions are not complied with, Philips or Philips' representative may interrupt the installation and subsequent testing for reasons not attributable to Philips and the parties shall extend the period for completing the installation. Any additional costs shall be for the Customer's account and Philips shall have no liability for any damage resulting from or in connection with the delayed installation.
- 7.4 Philips shall have no liability for the fitness or adequacy of the premises or the utilities available at the premises for installation or storage of the Products.

8. <u>Product Damages and Returns.</u>

8.1 The following shall apply solely to medical consumables: The Customer shall notify Philips in writing substantiating its complaints within ten (10) days from its receipt of the Products. If Philips accepts the claim as valid, Philips shall issue a return authorization notice and the Customer shall return the Products. Each returned Product shall be packed in its original packaging.

9. Product Warranty.

- 9.1 In the absence of any specific Product warranty attached to the quotation, the following warranty provisions will apply to the Product.
- 9.2 Hardware Products. Philips warrants to Customer that the Product shall materially comply with its product specification on the quotation and the user documentation accompanying the shipment of such Product for a period of one year from the date of acceptance or first clinical use, whichever occurs first, but under any circumstances, no more than fifteen (15) months from the date of shipment, provided the Product has been subject to proper use and maintenance. Any disposable Product intended for single use supplied by Philips to the Customer will be of good quality until the expiration date applicable to such Product.
- 9.3 Stand-alone Licensed Software Products. Philips warrants that the Stand-alone Licensed Software shall substantially conform to the technical specification for a period of ninety (90) days from the date Philips makes such Stand-alone Licensed Software available to the Customer. "Stand-alone Licensed Software" means Licensed Software sold without a contemporaneous purchase of a server for the Licensed Software.
- 9.4 Service. Philips warrants that all services will be carried out with reasonable care and skill. Philips' sole liability and Customer's sole remedy for breach of this warranty shall be at its option to give credit for or re-perform the services in question. This warranty shall only extend for a period of ninety (90) days after the completion of the services.



- 9.5 Customer shall only be entitled to make Product warranty claim if Philips receives written notice of the defect during the warranty period within ten (10) days from the Customer discovering the defect and, if required the Product or the defective parts shall be returned to an address stated by Philips. Such defective parts shall be the property of Philips after their replacement.
- 9.6 Philips' warranty obligations and Customer's sole remedy for the Product shall be limited, at Philips' option, to the repair or replacement of the Product or any part thereof, in which case the spare parts shall be new or equivalent to new in performance, or to the refund of a pro rata portion of the purchase price paid by the Customer solely after a reasonable cure period is given to Philips.
- 9.7 Philips' warranty obligations shall not apply to any defects resulting from:

9.7.1 improper or unsuitable maintenance, configuration or calibration by the Customer or its agents.

- 9.7.2 use, operation, modification, or maintenance of the Product not in accordance with the Product specification and the applicable written instructions of Philips or performed prior to the completion of Philips' validation process.
- 9.7.3 abuse, negligence, accident, damages (including damage in transit) caused by the Customer.
- 9.7.4 improper site preparation, including corrosion to Product caused by Customer.
- 9.7.5 any damage to the Product or any medical data or other data stored, caused by an external source (including viruses or similar software interference) resulting from the connection of the Product to a Customer network, Customer client devices, a third-party product or use of removable devices.
- 9.8 Philips is not responsible for the warranty for the third-party product provided by Philips to the Customer and Customer shall make any warranty claims directly with such vendors. However, if Philips, under its license agreement or purchase agreement with such third party, has right to warranties and service solutions, Philips shall make reasonable efforts to extend to the Customer the third-party warranty and service solutions for such Products.
- 9.9 During the term of the warranty and any customer service arrangement the Customer shall provide Philips with a dedicated high-speed broadband internet connection suitable to establish a remote connection to the Products in order for Philips to provide remote servicing of the Products by:
 - 9.9.1 supporting the installation of a Philips approved router (or a Customer-owned router acceptable for Philips) for connection to the Products and Customer network (which router remains Philips property if provided by Philips and is only provided during the warranty term.
 - 9.9.2 maintaining a secure location for hardware to connect the Products to the Philips Remote Service Data Center (PRSDC).
 - 9.9.3 providing and maintaining a free IP address within the site network to be used to connect the Products to the Customer's network
 - 9.9.4 maintaining the so established connection throughout the applicable period.
 - 9.9.5 facilitating the reconnection to Philips in case any temporary disconnection occurs.
 - 9.9.6 If Customer fails to provide the access described in this section and the Product is not connected to the PRSDC (including any temporary disconnection), Customer accepts any related impact on Products availability, additional cost, and speed of resolution.
 - 9.9.6 THE WARRANTIES SET FORTH IN THIS CONDITIONS OF SALE AND QUOTATION ARE THE SOLE WARRANTIES MADE BY PHILIPS IN CONNECTION WITH THE PRODUCT, ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, WHETHER WRITTEN, ORAL, STATUTORY, EXPRESS, OR IMPLIED, INCLUDING ANY WARRANTY OF NON-INFRINGEMENT, QUIET ENJOYMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. PHILIPS EXPRESSLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULR PURPOSE. MOREOVER, PHILIPS DOES NOT WARRANT ANY PRODUCT USING THE CLOUD TO BE UNINTERRUPTED OR ERROR FREE.

10. Limitation of Liability.

- 10.1 THE TOTAL LIABILITY OF PHILIPS ARISING UNDER OR IN CONNECTION WITH THE PRODUCT FOR ANY BREACH OF CONTRACTUAL OBLIGATIONS, WARRANTY, NEGLIGENCE, UNLAWFUL ACT OR OTHERWISE IN CONNECTION WITH THE PRODUCT IS LIMITED TO THE ACTUAL PURCHASE PRICE RECEIVED FOR THE PRODUCT THAT GAVE RISE TO THE CLAIM.
- 10.2 PHILIPS SHALL NOT BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES AND/OR FOR ANY DAMAGES INCLUDING, LOSS OF DATA, PROFITS, REVENUE, BUSINESS INTERRUPTION OR USE IN CONNECTION WITH OR ARISING OUT OF THESE CONDITIONS OF SALE, REGARDLESS OF WHETHER THEY ARE FORESEEABLE OR NOT AND WHETHER THE CLAIM IS MADE IN TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, AT LAW OR IN EQUITY. NEITHER PHILIPS NOR PHILIPS' SUPPLIERS SHALL BE LIABLE FOR ANY LOSS OR INABILITY TO USE MEDICAL OR OTHER DATA STORED ON OR BY THE PRODUCT.
- 10.3 THE EXCLUSION OF LIABILITY IN THESE CONDITIONS OF SALE SHALL ONLY APPLY TO THE EXTENT ALLOWED UNDER THE APPLICABLE LAW.
- 10.4 FOR US CUSTOMERS, THE FOLLOWING ARE NOT SUBJECT TO THE LIMITATIONS OF LIABILITY UNDER SECTION 10.1:
 - 10.4.1 THIRD PARTY CLAIMS FOR DIRECT DAMAGES FOR BODILY INJURY OR DEATH TO THE EXTENT CAUSED BY PHILIPS' NEGLIGENCE OR PROVEN PRODUCT DEFECT.
 - 10.4.2 CLAIMS OF TANGIBLE PROPERTY DAMAGE REPRESENTING THE ACTUAL COST TO REPAIR OR REPLACE PHYSICAL PROPERTY TO THE EXTENT CAUSED BY PHILIPS NEGLIGENCE OR PROVEN PRODUCT DEFECT.
 - 10.4.3 OUT OF POCKET COSTS INCURRED BY CUSTOMER TO PROVIDE PATIENT NOTIFICATIONS, REQUIRED BY LAW, TO THE EXTENT SUCH NOTICES ARE CAUSED BY PHILIPS UNAUTHORIZED DISCLOSURE OF PROTECTED HEALTH INFORMATION.



10.4.4 FINES/PENALTIES LEVIED AGAINST CUSTOMER BY GOVERNMENT AGENCIES CITING PHILIPS' UNAUTHORIZED DISCLOSURE OF PROTECTED HEALTH INFORMATION AS THE BASIS OF THE FINE/PENALTY, ANY SUCH FINES OR PENALTIES SHALL CONSTITUTE DIRECT DAMAGES.

11. Infringement of Intellectual Property Rights to the Products.

- 11.1 Philips will, at its option and expense, defend or settle any suit or proceeding brought against Customer based on any third-party claim that any Product or use thereof for its intended purpose constitutes an infringement of any intellectual property rights in the country where the Product is delivered by Philips.
- 11.2 Customer will promptly give Philips written notice of such claim and the authority, information and assistance needed to defend such claim. Philips shall have the full and exclusive authority to defend and settle such claim. Customer shall not make any admission which might be prejudicial to Philips and shall not enter a settlement without Philips' prior written consent.
- 11.3 If the Product is held to constitute infringement of any intellectual property right and its use by Customer is enjoined, Philips will, at its option and expense, either: (i) procure for Customer the right to continue using the Product; (ii) replace it with an equivalent non-infringing Product; (iii) modify the Product so it becomes non-infringing; or (iv) refund to the Customer a pro rata portion of the Products' purchase price upon the return of the original Products.
- 11.4 Philips will have no duty or obligation under this clause 11 if the infringement is caused by a Product being:
 - 11.4.1 supplied in accordance with Customer's design, specifications or instructions and compliance therewith has caused Philips to deviate from its normal course of performance.
 - 11.4.2 modified by Customer or its contractors after delivery.
 - 11.4.3 not updated by Customer in accordance with instructions provided by Philips (e.g. software updates).
 - 11.4.4 combined by Customer or its contractors with devices, software, methods, systems, or processes not furnished hereunder and the third-party claim is based on such modification or combination.
 - The above states Philips' sole liability and Customer's exclusive remedy in respect of third-party intellectual property claims.

12. Use and exclusivity of Product documents.

12.1 All documents and manuals including technical information related to the Products and its maintenance as delivered by Philips is the proprietary information of Philips, covered by Philips' copyright, and remains the property of Philips, and as such, it shall not be copied, reproduced, transmitted, or disclosed to or used by third parties without the prior written consent of Philips.

13. Export Control and Product Resale.

- 13.1 Customer agrees to comply with relevant export control and sanction laws and regulations, including the UN, EU or US ("Export Laws"), to ensure that the Products are not (i) exported or re-exported directly or indirectly in violation of Export Laws; or (ii) used for any purposes prohibited by the Export Laws, including military end-use, human rights abuses, nuclear, chemical or biological weapons proliferation.
- 13.2 Customer represents that (i) Customer is not located in a country that is subject to a UN, US or EU embargo and trade restriction; and (ii) Customer is not listed on any UN, EU, US export and sanctions list of prohibited or restricted parties.
- 13.3 Philips may suspend its obligation to fulfil any order or subsequent service if the delivery is restricted under Export Laws or an export/import license is not granted by relevant authorities.

14. License Software Terms.

- 14.1 Subject to any usage limitations set forth on the quotation, Philips grants to Customer a non-exclusive, non-transferable license, without the right to grant sub-licenses, to incorporate and use the Licensed Software (as specified on the quotation, whether embedded or stand-alone) in Licensed Products and the permitted use (as referenced in the quotation) in accordance with these Conditions of Sale.
- 14.2 The Licensed Software is licensed and not sold. All intellectual property rights in the Licensed Software shall remain with Philips.
- 14.3 Customer may make one copy of the Licensed Software in machine-readable form solely for backup purposes. Philips reserves the right to charge for backup copies created by Philips. Customer may not reproduce, sell, assign, transfer or sublicense the Licensed Software. Customer shall preserve the confidential nature of the Licensed Software and shall not disclose or transfer any portion of the Licensed Software to any third party.
- 14.4 Customer shall maintain Philips' copyright notice or other proprietary legends on any copies of the Licensed Software. Customer shall not (and shall not allow any third party to) decompile, disassemble, or reverse engineer the Licensed Software.
- 14. 5 The Licensed Software may only be used in relation to Licensed Products or systems certified by Philips. If Customer modifies the Licensed Software in any manner, all warranties associated with the Licensed Software and the Products shall become null and void. Customer installation of Philips' issued patches or updates shall not be deemed to be a modification.
- 14.6 Philips and its affiliates shall be free to use any feedback or suggestions for modification or enhancement of the Licensed Software provided by Customer, for the purpose of modifying or enhancing the Licensed Software as well as for licensing such enhancements to third parties.
- 14.7 With respect to any third-party licensed software, the Customer agrees to comply with the terms applicable to such licensed software. Customer shall indemnify Philips for any damage arising from its failure to comply with such terms. If the third-party licensor terminates the third party license, Philips shall be entitled to terminate the third party license with the Customer and make reasonable effort to procure a solution.

15. Confidentiality.

15.1 If any of the parties have access to confidential information of the other party, it shall keep this information confidential. Such information shall only be used if and to the extent that it is necessary to carry out the concerned transactions. This obligation does not extend to public domain information and/or information that is disclosed by operation of law or court order.

16. Compliance with Laws and Privacy.

- 16.1 Each party shall comply with all laws, rules, and regulations applicable to the party in connection with the performance of its obligations in connection with the transactions contemplated by the quotation, including, but not limited to, those relating to employment practices federal and state anti-discrimination laws (including Title VII of the Civil Rights Act of 1964 as amended, the Rehabilitation Act of 1973 as amended and the Veterans Readjustment ACT of 1972 as amended), E-Verify, FDA, Medicare fraud and abuse, and the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Health care providers are reminded that if the purchase includes a discount or loan, they must fully and accurately report such discount or loan on cost reports or other applicable claims for payment submitted under any federal or state health care program, including but not limited to Medicare and Medicaid, as required by federal law (see 42 CFR 1001.952[h]).
- 16.2 Processing of personal data: In relation to the provision of services, Philips may process information, in any form, that can relate to identified or identifiable individuals, which may qualify as personal data. Philips and/or its affiliates will: a) process any protected health information (PHI) as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) on behalf and by instruction of the Customer, the terms, rights and responsibilities of the Parties for such processing of PHI are set forth in a Business Associate Agreement between the parties and b) process information such as log files or device parameters (which may contain personal data), to provide the services and to enable its compliance with and performance of its task as manufacturer of (medical) devices under the applicable regulations and standards (including but not limited to the performance of vigilance, post market surveillance and clinical evaluation related activities).
- 16.3 Customer agrees that Philips and/or its affiliates may use any data, other than personal data, generated by a Product and/or otherwise provided by Customer to Philips for Philips' own legitimate business purposes including, but not limited to, for data analytics activities to determine trends of usage and advise on the use of products and services, for research, product and service development and improvement (including the development of new offerings), substantiation of marketing claims and for benchmarking purposes.

17. Force Majeure.

- 17.1 Each party shall not be liable in respect of the non-performance of any of its obligations to the extent such performance is prevented by any circumstances beyond its reasonable control, including, but not limited to, acts of God, war, civil war, insurrection, fire, flood, labor disputes, epidemics, pandemic, cyberattack, act of terrorism, governmental regulations and/or similar acts, embargoes, export control sanctions or restrictions, Philips' unavailability regarding any required permits, licenses and/or authorizations, default or force majeure of suppliers or subcontractors.
- 17.2 If force majeure prevents Philips from fulfilling any order from the Customer or otherwise performing any obligation arising out of the sale, Philips shall not be liable to the Customer for any compensation, reimbursement, or damages.

18. Miscellaneous

- 18.1 Any newly manufactured Product provided may contain selected remanufactured parts equivalent to new in terms of performance.
- 18.2 If the Customer becomes insolvent, unable to pay its debts as they fall due, files for bankruptcy or is subject to it, has appointed a recipient, is subject to a late fee on payments (temporary or permanent), or has its assets assigned or frozen, Philips may cancel any unfulfilled obligations or suspend its performance; provided that, however, the Customer's financial obligations to Philips shall remain in full force and effect.
- 18.3 If any provision of these Conditions of Sale is found to be unlawful, unenforceable, or invalid, in whole or in part, the validity and enforceability of the remaining provisions shall remain in full force and effect. In lieu of any provision deemed to be unlawful, unenforceable, or invalid, in whole or in part, a provision reflecting the original intent of these Conditions of Sale, to the extent permitted by the applicable law, shall be deemed to be a substitute for that provision.
- 18.4 Notices or other communications shall be given in writing and shall be deemed effective if they are delivered in person or if they are sent by courier or mail to the relevant party.
- 18.5 The failure by the Customer or Philips at any time to require compliance with any obligation shall not affect the right to require its enforcement at any time thereafter.
- 18.6 Philips may assign or novate its rights and obligations in whole or in part, to any of its affiliates or may assign any of its accounts receivable to any party without Customer's consent. Customer agrees to execute any documents that may be necessary to complete Philips' assignment or novation. The Customer shall not, without the prior written consent of Philips, transfer or assign any of its rights or obligations
- 18.7 The Customer's obligations do not depend on any other obligations it may have under any other agreement or arrangement with Philips. The Customer shall not exercise any offset right in the quotation or sale in relation to any other agreement or arrangement with Philips.



- 18.8 These Conditions of Sale shall be governed by the laws of the country or state wherein the Philips legal entity identified in the quotation is situated, and the parties submit to the exclusive jurisdiction of the courts of that country or state, provided that Philips will be entitled to start legal proceedings against the Customer in any other court of competent jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act (UCITA), in any form, is expressly excluded.
- 18.9 Customer will report immediately to Philips any event of which Customer becomes aware that suggests that any Products provided by Philips, for any reason:
 - 18.9.1 may have caused or contributed to a death or serious injury, or
 - 18.9.2 have malfunctioned where such malfunctions would likely cause or contribute to a death or serious injury if the malfunction were to occur again. Additionally, Customer will also report to Philips complaints it receives from its personnel and patientsor any other person regarding the identity, quality, performance, reliability, safety, effectiveness, labels, or instructions for use of the Products provided by Philips shall be solely responsible for submitting any filings or reports to any governmental authorities with respect to the Products provided by Philips hereunder, unless otherwise required by law.
- 18.10 To the extent applicable to your country or state, Philips and Customer shall comply with the Omnibus Reconciliation Act of 1980 (P.L. 96-499) and it's implementing regulations (42 CFR, Part 420). Philips agrees that until the expiration of four (4) years after furnishing Products pursuant to these Conditions of Sale, Philips shall make available, upon written request of the Secretary of the Department of Health and Human Services, or upon request of the Comptroller General, or any of their duly authorized representatives, these Conditions of Sale and the books, documents and records of Philips that are necessary to verify the nature and extent of the costs charged to Customer hereunder. Philips further agrees that if Philips carries out any of the duties of these Conditions of Sale through a subcontract with a value or cost of ten-thousand U.S. dollars (\$10,000.00) or more over a twelve (12) month period, with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such Products pursuant to such subcontract, the related organization shall make available, upon written request to the Secretary, or upon request to the Comptroller General, or any of their duly authorized representatives the subcontract, and books and documents and records of such organization that are necessary to verify the nature and extent of such costs. This paragraph relating to the retention and production of documents is included because of possible application of Section 1861(v) (1) (1) of the Social Security Act (42 U.S.C. 1395x (v) (1) (1) (1989)), as amended from to time to these Conditions of Sale. If Section 1861(v) (1) (1) should be found to be inapplicable, then this paragraph shall be deemed inoperative and without force and effect.
- 18.11 As of the date of the sale of this Product, Philips represents and warrants that Philips, its employees and subcontractors, are not debarred, excluded, suspended or otherwise ineligible to participate in a federal or state health care program, nor have they been convicted of any health care related crime for Products provided under these Conditions of Sale (an "Excluded Provider"). Philips shall promptly notify Customer if it becomes aware that Philips or any of its employees or subcontractors providing Products hereunder have become an Excluded Provider under a federal or state healthcare program, whereupon Customer shall provide Philips with a reasonable opportunity to discuss and attempt to resolve in good faith with Customer any Customer related crocerns in relation thereto, and/or will give Philips a reasonable opportunity to dispute its, or its employee's or subcontractor's, designation as an Excluded Provider. In the event that the parties are unable to resolve any such Customer concerns of the applicable party's designation as an Excluded Provider, then Customer may terminate this order by express written notice for Products not yet shipped or rendered prior to a date of exclusion.
- 18.12 To the extent applicable to your country or state, it is Customer's responsibility to notify Philips if any portion of the order is funded under the American Reinvestment and Recovery Act (ARRA). To ensure compliance with the ARRA regulation, Customer shall include a clause stating that the order is funded under ARRA on its purchase order or other document issued by Customer.
- 18.13 To the extent applicable, Customer acknowledges it shall comply with all Medicare. Medicaid or state cost reporting requirements, including discounts afforded to Customer under these Conditions of Sale, for any Products purchased hereunder.

19. Product specific terms

Product specific schedules are incorporated herein as they apply to the Products listed in the quotation and their additional terms shall apply solely to the Products specified therein. If any terms set forth in the Product specific schedules conflict with terms set forth in these Conditions of Sale, the terms set forth in the Product specific schedules conflict with terms set forth in these Conditions of Sale, the terms set forth in the Product specific schedules conflict with terms set forth in these Conditions of Sale, the terms set forth in the Product specific schedule shall take precedent.





Schedule 1 Imaging Systems Portfolio (IS) Rev 21

Product Category	Products	
	Interventional X-Ray (iXR)	
Image Cuided Thereasy (ICT)	Mobile C-Arms (Surg)	
Image Guided Therapy (IGT)	Philips Image Guided Therapy Corporation (IGTD)fka Volcano	
Imaging Clinical Applications (ICAP)	IntelliSpace Portal (ISP)	
	Digital X-Ray (DXR)	
	Computed Tomography (CT)	
	Magnetic Resonance (MR)	
Diagnostic Imaging	OEM Imaging Components (Coils)	
	Positron Emission Tomography (PET/CT)	
	Advanced Molecular Imaging (SPECT & SPECT/CT)	
	Radiation Oncology (PROS)	

1. Payment Terms.

Unless otherwise specified in the quotation, Philips will invoice Customer and Customer will pay such invoice based on the date of the invoice for each of the products and integration services as follows:

- 1.1 For Imaging Systems Portfolio:
 - 1.1.1 0% of the purchase price shall be due with Customer's submission of its purchase order.
 - 1.1.2 80% of the purchase price shall be due on delivery of the major components of the Product to Customer designated location or Philips warehouse. Product installation will not begin until Customer has paid this portion of the purchase price.
 - 1.1.3 20% of the purchase price shall be due net thirty (30) days from the invoice date based on Product(s) availability for first patient use. Available for first patient use means the product has been installed and substantially meets Philips' systems verification functionality set forth in the installation manual.

2. Additional Customer Installation Obligations for Magnetic Resonance (MR).

- 2.1 Customer shall provide any and all site preparation and shall be in compliance with all radio frequency (RF) or magnetic shielding and acoustical suppression and building codes relevant to the Product and its installation and use.
- 2.2 If applicable, Customer's contractor or Customer's architect is required to provide detailed information on the proposed Helium Exhaust Pipe for their MRI system prior to installation to ensure safety specifications are being met.

Required Details include:

- 2.2.1 Architectural drawing or sketch with complete dimensions including lengths, bending radii, bending angles, and pipe diameters for entire Helium Exhaust Pipe run from RF enclosure to discharge location.
- 2.2.2 Completed Helium Exhaust Pipe Verification Checklist (Provided by Local Philips Project Manager)
- 2.2.3 Picture showing the area where the Helium Exhaust Pipe will discharge.
- 2.3 If applicable, Magnets will not be released for delivery unless and until Helium Exhaust Pipe details are provided for verification and have been confirmed to meet all life safety specifications.
- 2.4 Costs of equipment preservation, to ensure a high-quality system, will be passed to the Customer if the installation site is not ready due to delays not caused by Philips. Additionally, climate control costs during and after equipment installation are also the responsibility of the Customer. Preservation of equipment is required to prevent exposing equipment to the negative effects of a non-climate-controlled construction environment, where there is dust or high humidity. Climate control could include costs associated with ensuring a climate- controlled environment. Activities and expenses required for preservation may include time, materials, and transportation to package and seal, and transport the equipment to a controlled environment to prevent dustfrom entering the equipment. For MR, as may be applicable, this includes the consumption of Helium for life support.

3. Further use of System Data.

- 3.1 Mandatory Data. Customer acknowledges and agrees that by executing this Agreement and using the Licensed Software, it has agreed that product inventory and crash signature data generated by the LicensedSoftware shall be delivered into the custody of Philips, or of systems maintained on Philips' behalf, without notice to Customer. Such data is referred to herein as "Mandatory Data" and such data is described in the LicensedSoftware's documentation for each Licensed Software release; the data comprising Mandatory Data is subject to change with each release of upgrades, updates, patches and modifications to the Licensed Software.
- 3.2 Customer agrees that any Mandatory Data will be the property of Philips. Part of the Mandatory Data might constitute (non-sensitive) Personal Data, which is anonymized data or aggregate log files, device parameters and other signals collected from the equipment used by Customer and associated with Customer.





Customeragrees that Philips may use and disclose Mandatory Data for Philips' own business purposes (including, butnot limited to, for data analytics activities to determine trends of usage of Philips' or its affiliates' devices and services, to facilitate and advise on continued and sustained use of Philips' or its affiliates' products and services, for product and service development and improvement (including the development of new offerings), substantiation of marketing claims and for benchmarking purposes). In connection with any disclosure of Mandatory Data, Philips will not associate such data with the Personal Data of Customer's patients, consumers, or employees.



Schedule 1-B MR Subscription Rev 21

Product Category	Products
Magnetic Resonance	MRI Software License Packages

1. Definitions.

- 1.1. Covered System. The Philips MRI scanner on which the subscription licenses will reside. For existing/installed MRI units, the site number is set forth in the service agreement.
- 1.2. Covered Service Description. Included on the Quotation under NNAN399, describes the Subscription and the applicable fees.
- 1.3. Subscription. Philips grants to Subscriber a time-limited, nonexclusive, nontransferable right to use Subscription Service solely for Subscriber's own internal business purposes, subject to these terms.
- 1.4. Software Version. Introduces major release with significant new features and functionality.
- 1.5. Software Update. Provides minor enhancements or improvements to performance, maintainability and serviceability.
- 1.6. Software Fix. Corrects Product Defect.

2. <u>Subscription Term.</u>

- 2.1 The Term of this Subscription is defined in the Quotation under NNAN399 ("Term"), and shall continue unless earlier terminated in accordance with this Agreement.
 - 2.1.1 For new MRI system installations, the Subscription will commence upon completion of installation and availability for first patient use.
 - 2.1.2 For existing/installed MRI systems, the Subscription will commence on the first day of the next calendar month.
- 2.2 The Subscription is non-cancelable by Customer and will remain in effect for the Term specified in this Agreement unless terminated in accordance with Section 6.

3. Scope of Subscription Service.

- 3.1. Software Applications. Philips will provide the customer access to all Philips MR software applications, made generally commercially available by Philips, for the MR model/ Covered System listed under the service agreement, that have been released as of the date of execution of the contract that does not require additional hardware.
 - 3.1.1. Some software updates and upgrades may require hardware updates or upgrades. Unless included hereunder, Customer is responsible for any such hardware updates or upgrades.
- 3.2. Annual Updates. On an annual basis during the Subscription Term, Philips will update the Covered System with any new and additional applications, made commercially available by Philips for the Covered System model, as well as any new release of software.
- 3.3 MR Clinical Applications Training. If Customer subscribes to On Demand Clinical Support (ODCS), then, within a reasonable time after Philips installs updates to the application software, Philips will provide Customer with four days (28 hours) of virtual clinical application training. If Customer continues to subscribe to ODCS, then Customer will be entitled to four days (28 hours) of virtual clinical application training during each subsequent contract year.
- 3.3. MR Marketing Support. Philips will provide, annually, additional marketing support (for the new applications) in the form of written support that the customer can use to drive additional referrals. This can come in the form of either a MS Word or MS PowerPoint document.

4. Fees and Payment.

4.1. Refunds and Cancellation. Fees are: (i) nonrefundable; (ii) not decreased during the Subscription Term based on actual User or data storage usage; and (iii) not cancelable for the Subscription Term.

4.2. Subscription Fee.

- 4.2.1 An annual Subscription Fee is due from the Start Date, payable in advance, according to Customer's choice and the Service Description. Choose one:
 - Quarterly Basis
 - Monthly Basis
 - Yearly Basis
 - One-Time Advance Payment
- 4.2.2 Fees for Subscription Term renewals or Subscriptions added during a Subscription Term will be: (i) at Philips's current standard price, due beginning





on the Start Date for the Subscription Term; and (ii) charged for the full calendar month in which Subscriptions are added, and coterminous for the remainder of the Subscription Term.

5. <u>Subscription Service Requirements.</u>

- 5.1. Customer must purchase Tech Maximizer (Plus) prior to commencement of the MR Subscription as a condition to purchase MR Subscription solution offering.
- 5.2. Customer must purchase a RightFit Service Agreement prior to commencement of the MR Subscription as a condition to purchase MR Subscription solution offering.
- 5.3. In order to receive virtual clinical education, Customer must purchase On Demand Clinical Support.

6. Termination.

- 6.1. Philips may suspend or terminate Subscription Service with 30 days written notice if Subscriber breaches its obligations including timely payment, or without notice if Philips has a good faith belief that: (i) Subscriber is using Subscription Service for illegal purposes; (ii) the integrity or security of Subscription Service is threatened; (iii) it is necessary to prevent fraud or harm to Philips or Subscriber; (iv) Subscriber has or will breach its confidentiality obligations, infringe Philips' Intellectual Property rights, or assign or transfer its rights or obligations without consent; or (v) it is required by law.
- 6.2. Upon termination (i) Subscriber's right to use Subscription Service ends, (ii) Subscriber will cease using Subscription Service and, at Philips's direction, return or destroy Philips Confidential Information and Documentation, and (iv) Subscriber will immediately pay Philips all Fees due including Fees for the balance of the Subscription Term if Subscription Service is terminated prior to the end of the current Subscription Term.
- 6.3. If Subscriber added this Subscription to a previously installed and operational MRI system, then at the time of termination, all licenses will revert to the version that was in place prior to commencement of the subscription.
- 6.4. This Agreement will terminate automatically upon termination or expiration of all Subscription Terms.

7. Installation.

7.1 Philips will install the product during normal working hours, 8:00 AM – 5:00 PM, in the time zone where the Customer is located.

8. Post Go-Live Support.

Subscription Service includes telephone and remote support according to the terms of this Schedule.

- 8.1. Philips 's standard support generally includes: (1) commercially reasonable efforts to resolve problems which cause Application functionality not to perform substantially as described in the Documentation; (2) remote assistance and troubleshooting advice for trained Subscriber personnel to determine cause and address technical problems with Subscription Service; (3) information and status updates for known Application functionality technical issues; and (4) periodic "as available" updates or upgrades to Subscription Service. Support may address but not resolve minor or partial loss of functionality, intermittent problems or minor degradation of operations.
- 8.2. Philips will use commercially reasonable efforts to respond to support requests as soon as possible and may not respond in the same day a request is received. Subscription Service and support may be unavailable due to scheduled downtime, maintenance, or circumstances beyond Philips' reasonable control. Philips may schedule downtime at any time without notice if Philips reasonably determines that not acting immediately could be harmful to Philips or Subscriber.
- 8.3. Philips is not responsible or liable for support or Subscription Service interruption or problems due to: (1) Subscriber systems, information, content, software, scripts, data, files, application programming, web servers or service, materials, equipment, acts or omissions of Subscriber or its agents; (2) virus or hacker attacks; (3) circumstances beyond Philips 's reasonable control; (4) intentional shutdown for emergency intervention or security incidents; (5) Subscriber configuration changes; (6) Subscriber's failure to comply with Philips 's security and upgrade policies; (7) Internet or other connectivity between Subscriber's network and Subscription Service or Philips 's network, or any other network unavailability outside of the Philips network; or (8) training questions or Subscriber's use of Subscription Service; (9) acts or omissions of a party other than Philips.

9. Software Versions and Updates.

- 9.1. If a new software version or update is made generally available by Philips for the Covered System, and the requirements of the Agreement are satisfied, then Philips will upgrade the Covered System application software during the term of the Agreement as follows:
 - 9.1.1. Philips will provide new software versions and updates of software for existing applications made generally commercially available within a reasonable period after their release.
 - 9.1.2. Functionality. Customer is entitled to additional functionality previously purchased or bundled with the software, if available, in the version or update released on or after the start date of the Agreement. Customer acknowledges that certain functionality in current and previous software versions may not be available in future new software versions.
- 9.2. To receive a new software version:
 - 9.2.1. Customer must be in compliance with all terms and conditions of this schedule and the Agreement, including access to the Covered System by Philips personnel and payment;
 - 9.2.2. Customer must identify one Customer representative, in writing to Philips, that will manage and be responsible for Customer's selection and scheduling of new software version installations under this Schedule; and



- 9.2.3. The Covered System that will receive the version or update must meet the specifications of the new software version. Customer shall purchase or provide the Covered System hardware or software necessary to meet such specifications.
- 9.3. Unless specifically included elsewhere in this Agreement, software versions and updates do not include implementation services, virus protection software, security patches, custom interface software, operating system software, or software updates of third party software (e.g. Citrix) or hardware required to use the update or upgrade, unless otherwise covered under a Tech Maximizer service offering purchased for the Covered System. Philips shall have no responsibility to provide software versions or updates for minor software defects that do not impact the intended use of the software or impact patient care.
- 9.4. Customer may not resell, transfer, or assign the right to such versions, updates, or fixes to any third party. All versions and updates provided to the Covered System under this Schedule are subject to the terms and conditions of this Schedule, the Agreement, and any license terms and conditions included in the purchase of the product from Philips or later provided to Customer.

10. Telephone And Remote Support.

- 10.1. Telephone Support. Telephone and Remote Support coverage is included with MR Subscription. Technical and Clinical Telephone and Remote Support coverage services are available twenty-four hours per day, seven days per week including Philips recognized holidays.
- 10.2. Remote Access & Diagnostics. Philips may remotely access the Covered System to perform Services. Customer shall provide Philips remote access to the Covered System. Philips shall not be responsible for delays arising from customer's network or IT infrastructure that does not allow for remote dial into the Covered System
- 10.3. On-Site Software Resolution Response. Philips primary method for software services is telephone and Philips Remote Services ("PRS"). Philips, at its sole discretion, may provide on-site software support services to resolve software issues that cannot be resolved through Philips' primary resolution method. On-site service is next business day, Monday through Friday 8:00 a.m. to 5:00 p.m. local time, excluding Philips recognized holidays, and includes labor and travel necessary for the delivery of corrective services.
- 10.4. InCenter Access. Philips will provide Customer access to Philips web based support tool for the system(s) covered under this Agreement.

11. Customer Success Management Services.

- 11.1. During the term of the Agreement Philips will assign a resource familiar with the Customer account, key stakeholders, and contract coverage to provide the following:
 - 11.1.1. Philips will schedule and deliver a remote coverage and status review meeting annually, at a mutually agreeable date and time. The status meeting will focus on available entitlements and planning. The status review may outline all Covered System service issues resolved during the previous period, and review any open or unresolved issues.
 - 11.1.2. Prior to delivering any new software version, Philips will coordinate with the Customer assigned resource to identify and mitigate dependencies relative to the software upgrade and other service agreement entitlements.
 - 11.1.3. The parties will develop a dependency mitigation plan to address resource needs, hardware needs, operating system requirements, interoperability and other dependencies for the deployment of new software upgrade.

12. Clinical Implementation Services.

- 12.1. If included in the quotation Philips will provide on-site implementation services for new versions or updates that Customer is entitled to receive under this Agreement, at a time mutually agreed to by Philips and the Customer. Scope, duration and delivery methodology of the clinical support of installation and clinical education will vary by new version, update or fix and will be defined by Philips at Philips sole discretion.
- 12.2. Go-Live Support. Philips will provide clinical go-live support during the implementation for new version upgrades and updates. Go-live support will be scheduled between 7:00 a.m. 7:00 p.m. Monday through Friday, relative to the new software version and will be virtual or on-site at Philips' discretion. Customer may request additional go-live support, or go-live support outside of standard hours, at an additional cost.
- 12.3. Clinical Education. Clinical services will be scheduled between 7:00 a.m. 7:00 p.m. Monday through Friday, relative to the new software version. Customer may request additional clinical education or clinical education outside of standard hours, at an additional cost.
 - 12.3.1. Clinical Education class size is limited to ten (10) participants;
 - 12.3.2. If applicable, Customer will provide a suitable location for on-site classroom education; and
 - 12.3.3. Customer will provide full and free access and use of the Covered System for training.
- 12.4. Scheduling. Customer must schedule all Clinical Implementation Services, except Online Education, at least eight (8) weeks prior to the desired date for Philips to deliver the applicable service. If Customer representative does not schedule the Clinical Implementations Services with Philips in accordance with this Schedule, then Philips shall not be obligated to perform such Clinical Services.
- 12.5. Travel Expenses. Unless otherwise stated in the quotation, Philips' travel expenses for all Clinical Implementation Services delivered at the Customer site are included in the price described in the Agreement.
- 12.6. Philips will provide the clinical education and product applications training ("Training") that customer has selected from the Philips' course catalog(s) ("Course Catalog(s)").





- 12.7. Clinical Education training and credits will expire upon termination or expiration of the Agreement.
- 12.8. Training does not include (a) maintenance or diagnostic related technical training or (b) clinical applications training on hardware or software not installed or provided by Philips.
- 12.9. Trainee(s) must meet the minimum admission requirements set forth in the course syllabus, must satisfy all prerequisites prior to admission, and may be required to sign or acknowledge Philips safety checklist prior to receiving Training.
- 12.10. Training may be conducted at Philips' training facilities, the Customer location(s) described in this Agreement ("Customer Site(s)"), through on-line or remote training, or at a third-party location determined by Philips.
- 12.11. Direct Course Purchase. Customer may purchase individual courses at then current prices.
- 12.12. PHILIPS MAKES NO WARRANTY THAT ANY TRAINEE WILL PASS ALL OR ANY PORTION OF THE TRAINING COURSES PROVIDED OR THAT THE TRAINING WILL RESULT IN ANY TRAINEE BEING QUALIFIED OR ABLE TO OPERATE THE SYSTEM.

13. Customer Responsibilities.

- 13.1. System Administrator. The Customer shall designate an individual(s) to serve as Customer system administrator ("System Administrator') and an alternate, who will serve as Philips' primary support contacts. These individuals should be familiar with all aspects of training provided by Philips, including end-user and system administrator training. In addition, the System Administrator shall maintain the integrity of the Covered System operation and ensure that proper backup procedures are in place as outlined in the System Installation and Reference Guides.
- 13.2. Remote Access. Customer must provide necessary uninterrupted remote access, required information, and support for the Covered System to connect to Philips Remote Service ("PRS"). PRS is the basis for Services delivered under this Schedule. Customer waives all rights to services and service deliverables under this agreement unless PRS connectivity is enabled and maintained.
- 13.3. Security. The Customer is solely responsible for providing adequate security to prevent unauthorized Covered System access to Philips (or its third party vendors) proprietary and confidential information.
- 13.4. Hardware Revision Levels. The Customer must maintain all associated Covered System hardware, firmware, and middleware at the required revision levels for the software version. To receive software versions and updates, the Customer must maintain all associated hardware to the then-current specification for the software versions and updates.
- 13.5. Data Reconstruction. The Customer shall follow the recommended daily back-up processes as outlined in the Covered System Installation or Reference Guide. Additionally, the Customer is responsible for the reconstruction, restoration, retrieval, or recovery of any lost or altered patient records, files, programs, or data. Philips is not responsible for the reconstruction, restoration, retrieval, or recovery of any lost or altered files, data, or programs.
- 13.6. Intermediate Resolutions. Customer shall implement any intermediate resolutions or workarounds as requested by Philips while Philips seeks a long-term resolution.
- 13.7. Customer shall be solely responsible to perform daily data back-ups for the Covered System and for cybersecurity protection, including malware and antivirus for the Covered System. This is not included in Philips MR subscription service. Customer shall install and configure anti-virus software pursuant to the Installation manual for the Covered System or risk defects in the Covered Systems function such as performance degradation and slow down. If the defects arise from failure to follow such installation manual, such defects are not covered by this agreement and Philips may require Customer to reconfigure the anti-virus to the recommended settings.

14. Service Limitations.

- 14.1. Software Restoration. If the software fails and the supported application software requires restoration, then Philips will reinstall the application software, database software, and operating system to the revision level that existed prior to the malfunction or failure and Philips will attempt to reinstall the Customer-created data backup. If the Customer-created data backup cannot be used to re-install any data to the Covered System, the Customer will hold sole responsibility for the loss of data. Custom or third-party software, custom database configurations or reports, and Customer-written product interfaces are not included. If a Covered System failure is attributed to hardware not supported under the Agreement, the Customer shall restore the software, operating system, and database software before Philips begins any software restoration efforts.
- 14.2. Non-Philips Software Assistance. Requests for assistance with hardware, operating systems, communications network, third party software, printer configuration, etc., are outside the scope of this Agreement.

15. Exclusions.

15.1. In addition to the any exclusions set forth in the Schedule, the following Exclusions apply to MR Subscription.

- 15.2. Any combining of the Covered System with a non-qualified device. A non-qualified device is:
 - 15.2.1. Any product (hardware, firmware, software, or cabling) not supplied by Philips, whether used internal or external to Covered System without Philips' approval. Examples include, software patches, security fixes, and service packs from the operating system, web browser, or database software manufacturer(s);
 - 15.2.2. Any product supplied by Philips that has been modified by the Customer or any third party; and
 - 15.2.3. Any product maintained under this Agreement in which the Customer does not allow Philips to incorporate engineering improvements;
 - 15.2.4. Any product that has reached its "End of Life". "End of Life" means software and or hardware equipment that has surpassed the published end of





support life date by the original equipment manufacturer.

- 15.3. Operating system software issues that manifest themselves in non-performance of another installed application and affect use or performance of the Covered System.
- 15.4. If the Covered System covered by this Schedule is software only, then notwithstanding anything to the contrary in the Agreement or this Schedule, network, hardware and parts are not included in the Services.
- 15.5. Viruses arising from a Customer network, customer client devices such as phones, tablets, laptops and desktops, and/or third party medical devices used by Customer.
- 15.6. Damage caused by fires (including watering systems), floods, and/or use of the Covered System in an environment not meeting the requirements recommended by Philips causing corrosion to the Covered System or other defects to the MR subscription software.



TAB H

SPECIAL MEETING OF THE SAN GORGONIO MEMORIAL HOSPITAL BOARD OF DIRECTORS

COMMUNITY PLANNING COMMITTEE September 26, 2023

The Special Meeting of the Community Planning Committee of the San Gorgonio Memorial Hospital Board of Directors was held on Tuesday, September 26, 2023, in Classroom C, in Banning, California

Members Present:	Susan DiBiasi, Perry Goldstein, Ron Rader, Steve Rutledge (C), Randal Stevens, Darrell Petersen, Dennis Tankersley
Absent:	Shannon McDougall, Lanny Swerdlow
Staff Present:	Steve Barron (CEO), Dan Heckathorne (CFO), Ariel Whitley (Executive Assistant), Annah Karam (CHRO), Angela Brady (CNE), Karan P. Singh, MD (CMO), John Peleuses (VP, Ancillary & Support Services), Wipfli, LLP.

AGENDA ITEM	DISCUSSION	ACTION / FOLLOW- UP
Call To Order	Susan DiBiasi called the meeting to order at 10:06 am.	
Public Comment	No public comment.	
NEW BUSINESS		
Turnaround Plan Presentation	Megan Hartman and Tammy Staeden with Wipfli, LLP, gave a detailed presentation about the turnaround plan related to the Distressed Hospital Loan.	
Capital Budget List	Steve Barron reviewed the 3-Year Capital Budget and noted the highlighted items in the Description column. The highlighted items indicate the item is past expected life as requested by the Hospital Board of Directors.	
Future Agenda Items	None.	
Next Meeting	The next Community Planning Committee meeting will	

AGENDA ITEM	DISCUSSION	ACTION / FOLLOW- UP
	be held on Wednesday, January 17, 2024, at 10:00 am.	
Adjournment	The meeting was adjourned at 12:02 am.	

In accordance with The Brown Act, *Section 54957.5*, all reports and handouts discussed during this Open Session meeting are public records and are available for public inspection. These reports and/or handouts are available for review at the Hospital Administration office located at 600 N. Highland Springs Avenue, Banning, CA 92220 during regular business hours, Monday through Friday, 8:00 am - 4:30 pm.

Minutes respectfully submitted by Ariel Whitley, Executive Assistant

TAB A

September 26, 2023

CHANGES EVERYTHING.

Distressed Hospital Loan Program – Loan Application and Turnaround Plan

WIPFLI

Presented to: San Gorgonio Memorial Healthcare District

Your Wipfli service team



Megan Hartman

Senior Manager, Wipfli Facility and Capital Planning

mhartman@wipfli.com



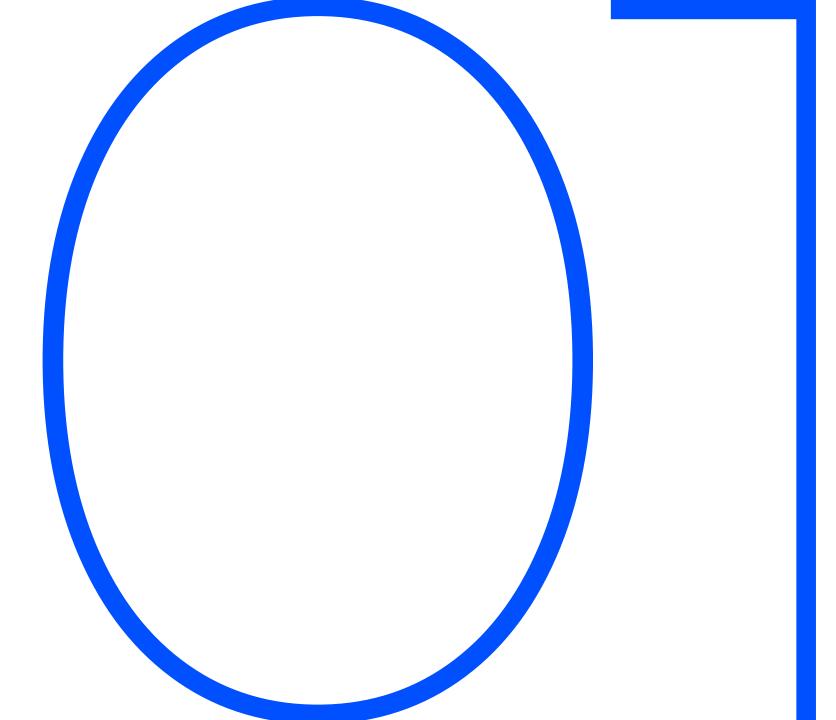
Tammy Staeden

Senior Manager, Wipfli Facility and Capital Planning

tstaeden@wipfli.com

Wipfli Healthcare Practice

Wipfli's team of healthcare consultants helps organizations to see an increasingly complex landscape with clarity and confidence. From improved financial operations and regulatory compliance to digital transformation and talent management, our healthcare specialists provide the unique solutions to more than 3,500 hospitals, health systems and clinics.



Loan Application Summary

Scope of Services for San Gorgonio Memorial Healthcare District Distressed Hospital Loan Program Application

Completion of the loan application for the Distressed Hospital Loan Program to provide necessary interim working capital needs to San Gorgonio Memorial Hospital.

- The loan application included 5 sections of requested information, including:
 - Applicant information and requested loan amount
 - Current financial standing of the Hospital
 - Community Need
 - Hospital utilization
 - Legal status questionnaire
- Supplemental attachments were requested including:
 - Financial Statements
 - Management/Organization Information
 - Turnaround Plan

Scope of Services for San Gorgonio Memorial Healthcare District Distressed Hospital Loan Program Application (Continued)

- Tight turnaround times:
 - State forms available mid June with initial due date of June 30 for initial review to proceed
 - Initial acceptance received mid July with final due date of July 31
- Loan amount requested was \$15 million; Loan amount approved is \$9.8M
- Loan terms include:
 - 0% interest
 - Payable over 72 months, with an initial 18-month grace period (Possibility of forgiveness)
 - Estimated monthly average payment \$181,000; Annually of \$2.16 million
 - Anticipated funding is October 2023
- HCAi loan approvals:
 - 30 applications requesting \$940 million in loan awards
 - 17 applications were approved for a total \$300 million
- Board resolution required to obtain loan proceeds

Turnaround Plan Requirements

- Turnaround Plan needed to include financial projections detailing the uses of the proposed loan and strategies by management to regain financial viability to continue operations
- Required components of the Turnaround Plan needed to include:
 - Preparation of projected monthly statements of cash flows for San Gorgonio Memorial Hospital covering a 24-month period from July 1, 2023 through June 30, 2025, which requires the need for projected statements of revenues and expenses, and statements of net position
 - Two Scenarios including:
 - Current financial situation
 - Future financial situation incorporating Turnaround Plan and loan proceeds
 - Narrative describing actions being taken or to be taken by leadership to obtain financial viability
 - Description of how actions will affect the revenues and expenses
- Document resulted in 32 pages to tell the story

Baseline Financial Projections – Current Financial Situation

Basis for Projections – Current Financial Situation

- Prepared monthly financial statement projections for the District (July 2023 through June 2025) based on the following:
 - Utilized budget 2024 as the baseline for the financial projections with the following adjustments:
 - Reallocated the staffing productivity improvements to the turnaround plan
 - Reallocated implementation of Stroke Program to the turnaround plan
 - Starting cash position was based on unaudited June 30, 2023 financial statements
 - Fiscal 2025 assumptions include (from budget 2024):
 - Projected 3% utilization growth
 - 1% overall reimbursement increase
 - Incorporated 3% expense inflation
 - Benefit ratio consistent with budget 2024
 - Applied variable percentages to each expense category
 - Adjusted monthly cash flows based on expected cash receipts and disbursements based on historical trends and discussions with management

Monthly Cash Flow – July 2023 through June 2024 – Current Financial Situation

	Jul-23	Aug-23	Sep-23		Oct-23	N	lov-23	D	Dec-23	Ja	an-24	F	eb-24	М	ar-24	A	pr-24	N	1ay-24	J	un-24
Cash flows from operating activities:																					
Receipts from patients, net of IGT transfers \$	4,539	\$ 5,542	\$ 5,68	5\$	6,307	\$	6,204	\$	6,128	\$	5,815	\$	(2,018)	\$	6,432	\$	20,600	\$	10,777	\$	6,719
Receipts from other operating revenue	259	259	25	Э	429		259		672		259		492		259		492		259		456
Taxation for operations	-	-		-	-		-		496		2,174		72		14		176		1,749		238
Payments to employees	(4,398)	(4,745)	(4,58		(4,856)		(4,524)		(4,802)		(4,811)		(4,714)		(4,905)		(4,734)		(4,796)		(4,393)
Payments to suppliers, contractors, and other	(3,265)	(2,501)	(2,61	8)	(3,086)		(2,350)		(2,852)		(2,640)		(2,705)		(1,814)		(3 <i>,</i> 834)		(4,399)		(2,653)
Net cash used in operating activities	(2,865)	(1,445)	(1,26	1)	(1,206)		(411)		(358)		797		(8,873)		(14)		12,700		3,590		367
Cash flows from investing activities:																					
Legal settlement	-	-		-	-		-		(3,418)		-		-		-		-		-		-
Proceeds from line of credit	-	-		-	2,000		2,000		6,000		2,000		-		-		-		-		-
Payments on line of credit	-	(4,000)		-	-		-		-		-		-		-		-		-		-
Payments on QIP loan	-	-		-	-		-		-		-		-		(1,141)		(1,091)		-		-
Net cash used in investing activities	-	(4,000)		-	2,000		2,000		2,582		2,000		-		(1,141)		(1,091)		-		-
Cash flows from financing activities:																					
Principal payments on debt	(34)	(3 <i>,</i> 159)	(3-	4)	(25)		(25)		(25)		(25)		(25)		(25)		(25)		(25)		(25)
Proceeds from debt	-	-		-	-		-		-		-		-		-		-		-		-
Principal payments on capital leases	(33)	(33)	(4	8)	(48)		(49)		(49)		(49)		(49)		(50)		(50)		(50)		(50)
Interest paid	(104)	(2,275)	(8-	4)	(112)		(81)		(81)		(200)		(2,209)		(82)		(339)		(81)		(79)
Purchase of capital assets	-	(450)	(77	3)	(773)		(773)		(773)		(773)		-		-		(687)		(687)		(687)
Taxation for debt service	-	5,327		-	-		-		-		-		2,127		-		-		-		-
Principal payments on subscription leases	(43)	(24)	(2-	4)	(39)		(25)		(25)		(39)		(6)		(4)		(19)		(4)		(5)
Grants and contributions	-	450	77	3	773		773		773		773		-		-		-		-		-
Net cash provided by (used in) financing activities	(214)	(164)	(19	D)	(224)		(180)		(180)		(313)		(162)		(161)		(1,120)		(847)		(846)
Net increase (decrease) in cash and cash equivalents	(3,079)	(5,609)	(1,45	1)	570		1,409		2,044		2,484		(9 <i>,</i> 035)		(1,316)		10,489		2,743		(479)
Cash and cash equivalents at beginning of year	30,853	27,774	22,16	5	20,714		21,284		22,693		24,737		27,221		18,186		16,870		27,359		30,102
Cash and cash equivalents at end of year	27,774	22,165	20,71	4\$	21,284	\$	22,693	\$	24,737	\$	27,221	\$	18,186	\$	16,870	\$	27,359	\$	30,102	\$	29,623
Ending Balance:																					
Unrestricted \$	10,506	\$ 4,897	\$ 3,44	5\$	4,216	\$	5,625	\$	7,669	\$	10,153	\$	1,118	\$	(198)	\$	10,291	\$	13,034	\$	12,555
Cash and cash equiv - Restricted, net amt avail for debt servic	16,990	16,990	16,99	0	16,790		16,790		16,790		16,790		16,790		16,790		16,790		16,790		16,790
Cash and cash equiv - Board designated	278	278	27	8	278		278		278		278		278		278		278		278		278
Ending Balance \$	27,774	\$ 22,165	\$ 20,71	4\$	21,284	\$	22,693	\$	24,737	\$	27,221	\$	18,186	\$	16,870	\$	27,359	\$	30,102	\$	29,623
Total Unrestricted cash \$	10,784	\$	\$ 3,72	4 \$	4,494	\$	5,903	\$	7,947	\$	10,431	\$	1,396	\$	80	\$	10,569	\$	13,312	\$	12,833
Days cash on hand - Unrestricted	45.3	21.4	15.	1	19.1		24.2		32.6		40.8		5.6		0.3		40.4		57.3		54.0

9

Monthly Cash Flow – July 2024 through June 2025 – Current Financial Situation

necepts from patients, net of IGT transfers \$ 5.958 \$ 5.930 \$ 1.941 \$ 6.943 \$ 6.943 \$ 2.084 \$ 2.0174 \$ 5.733 Pecipts from other operating revnue 270 270 441 2.74 644 2.730 664 270 664 270 664 2.700 565 6.843 \$ 2.084 \$ 6.043 \$<		Jul-24	Aug-24	Sep-24	Oct-24	N	ov-24	De	ec-24	Jan-25	Feb-25		Mar-25	Apr-25	I	May-25	Jun	1-25
Beceipts from other operating revenue 270 270 441 270 504 270 504 270 504 170 181 1243 74 14 181 121 245 Payments to employees (4,793) (4,895) (4,714) (5,211) (4,668) (4,955) (4,964) (4,670) (5,255) (4,848) (4,949) (4,613) Payments to suppliers, contractors, and other (2,641) (2,541) (2,541) (2,451) (2,461) (2,461) (2,461) (2,461) (2,461) (2,461) (2,461) (2,461) (2,461) (2,461) (2,461) (2,461) (2,461) (2,461) (2,461) (2,461) (2,461) (2,61) (2,647) (2,641) (2,641) (2,641) <td>Cash flows from operating activities:</td> <td></td>	Cash flows from operating activities:																	
Taxation for operations . <td></td> <td>5,054</td> <td>. ,</td> <td>. ,</td> <td>\$ 6,231</td> <td>\$</td> <td>,</td> <td>\$</td> <td>,</td> <td>. ,</td> <td>\$ (1,94</td> <td>3) \$</td> <td>6,843</td> <td>\$ 20,58</td> <td>6\$</td> <td>10,794</td> <td>\$</td> <td>5,733</td>		5,054	. ,	. ,	\$ 6,231	\$,	\$,	. ,	\$ (1,94	3) \$	6,843	\$ 20,58	6\$	10,794	\$	5,733
Payments to employees (4,793) (4,734) (5,71) (4,663) (4,670) (5,255) (4,84) (4,613) Payments to suppliers, contractors, and other (2,067) (2,805) (2,805) (2,659) (2,319) (3,864) (4,613) (3,011) Net cash used in operting activities:		270	270	270	441		270				50	4	270	50	4			505
Payments to suppliers, contractors, and other (3,027) (2,641) (2,751) (3,149) (2,497) (2,961) (2,695) (2,319) (3,854) (4,310) (3,041) Net actu used in operating activities: (661) (661) (662) 593 (8,694) (447) 12,533 3,066 (1,711) Cash flows from investing activities: <td>•</td> <td>-</td> <td>-</td> <td>-</td> <td>-</td> <td></td> <td>-</td> <td></td> <td>511</td> <td>2,239</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>1,801</td> <td></td> <td>245</td>	•	-	-	-	-		-		511	2,239						1,801		245
Net cash used in operating activities: i.e.gal satisfiend i.g.gal satisfiend i.g.gal satisatisfiend i.g.gal satisfiend<						.)												
Cash flows from investing activities: -	Payments to suppliers, contractors, and other	(3,027)	(2,641)	(2,751) (3,149)	(2,497)		(2,961)	(2,805)	(2,65	9)	(2,319)	(3,85	4)	(4,310)	(3,041)
Legal settlement -	Net cash used in operating activities	(2,496)	(1,681)	(1,505) (1,488	5)	(681)		(666)	593	(8,69	4)	(447)	12,53	3	3,606	(1,171)
Proceeds from line of credit - 12,000 -	Cash flows from investing activities:																	
Payments on line of credit .	Legal settlement	-	-	-	-		-		-	-		-	-		-	-		-
Payments on QiP loan - - - (2,647) -	Proceeds from line of credit	-	-	12,000	-		-		-	-		-	-		-	-		-
Net cash used in investing activities - (12,00) 12,000 - - (2,647) - - - - - Cash flows from financing activities: - </td <td>Payments on line of credit</td> <td>-</td> <td>(12,000)</td> <td>-</td> <td>-</td> <td></td> <td>-</td> <td></td> <td>-</td> <td>-</td> <td></td> <td>-</td> <td>-</td> <td></td> <td>-</td> <td>-</td> <td></td> <td>-</td>	Payments on line of credit	-	(12,000)	-	-		-		-	-		-	-		-	-		-
Cash flows from financing activities: Principal payments on debt (25) (3,460) (25) (27) <	Payments on QIP loan	-	-	-	-		-		-	(2,647)		-	-		-	-		-
Principal payments on debt (25) (3,460) (25) (27) (21)	Net cash used in investing activities	-	(12,000)	12,000	-		-		-	(2,647)		-	-		-	-		-
Proceeds from debt 1	Cash flows from financing activities:																	
Principal payments on capital leases (51) (124) (133) (399) (2,189) (133) (392) (131) (142) <	Principal payments on debt	(25)	(3,460)	(25) (27	')	(27)		(27)	(27)	(2	7)	(27)	(2	7)	(27)		(27)
Interest paid (408) (2,274) (145) (319) (133) (399) (2,189) (133) (392) (133) (392) (133) (392) (133) (392) (133) (392) (133) (392) (132) (132) (142) <td>Proceeds from debt</td> <td>-</td> <td>-</td> <td>-</td> <td>-</td> <td></td> <td>-</td> <td></td> <td>-</td> <td>-</td> <td></td> <td>-</td> <td>-</td> <td></td> <td>-</td> <td>-</td> <td></td> <td>-</td>	Proceeds from debt	-	-	-	-		-		-	-		-	-		-	-		-
Purchase of capital assets (142) (141) (142) <th< td=""><td>Principal payments on capital leases</td><td>(51)</td><td>(51)</td><td>(51</td><td>) (51</td><td>.)</td><td>(41)</td><td></td><td>(41)</td><td>(41)</td><td>(4</td><td>1)</td><td>(42)</td><td>(4</td><td>.2)</td><td>(41)</td><td></td><td>(43)</td></th<>	Principal payments on capital leases	(51)	(51)	(51) (51	.)	(41)		(41)	(41)	(4	1)	(42)	(4	.2)	(41)		(43)
Taxation for debt service -<	Interest paid	(408)	(2,274)	(145) (319)	(134)		(133)	(399)	(2,18	9)	(133)	(39	2)	(133)		(132)
Principal payments on subscription leases (19) (5) (5) (20) (5) (20) (5) (20) (5) (20) (5) (10) (117)<	Purchase of capital assets	(142)	(142)	(142) (142)	(142)		(142)	(142)	(14	2)	(142)	(14	.2)	(142)		(142)
Grants and contributions - 117 117 117 117 - - - - - 117 <td>Taxation for debt service</td> <td>-</td> <td>5,562</td> <td>-</td> <td>-</td> <td></td> <td>-</td> <td></td> <td>-</td> <td>-</td> <td>2,05</td> <td>6</td> <td>-</td> <td></td> <td>-</td> <td>-</td> <td></td> <td>-</td>	Taxation for debt service	-	5,562	-	-		-		-	-	2,05	6	-		-	-		-
Net cash provided by (used in) financing activities (645) (370) (368) (559) (349) (348) (629) (231) (232) (506) (348) (349) Net increase (decrease) in cash and cash equivalents (3,141) (14,051) 10,127 (2,047) (1,030) (1,014) (2,683) (8,925) (679) 12,027 3,258 (1,520) Cash and cash equivalents at beginning of year 29,623 26,482 12,431 22,558 20,511 19,481 18,467 15,784 6,859 6,180 18,207 21,465 21,465 Cash and cash equivalents at end of year 26,482 12,431 22,558 20,511 19,481 \$18,467 \$15,784 6,859 6,180 \$18,207 \$21,465 \$19,945 Ending Balance: Unrestricted \$9,414 \$(4,637) \$5,490 \$3,443 \$2,413 \$1,399 \$(1,284) \$(10,209) \$(10,888) \$1,139 \$4,397 \$2,877 Cash and cash equiv - Restricted, net ant avail for debt servic 16,790 16,790 16,790 16,790 16,790 16,790 16,790 16,790 16,79	Principal payments on subscription leases	(19)	(5)	(5) (20)	(5)		(5)	(20)		5)	(5)	(2	.0)	(5)		(5)
Net increase (decrease) in cash and cash equivalents (3,141) (14,051) 10,127 (2,047) (1,030) (1,014) (2,683) (8,925) (679) 12,027 3,258 (1,520) Cash and cash equivalents at beginning of year 29,623 26,482 12,431 22,558 20,511 19,481 18,467 15,784 6,859 6,180 18,207 21,465	Grants and contributions	-	-	-	-		-		-	-	11	7	117	11	.7	-		-
Cash and cash equivalents at beginning of year 29,623 26,482 12,431 22,558 20,511 19,481 18,467 15,784 6,859 6,180 18,207 \$ 21,465 Cash and cash equivalents at end of year \$ 26,482 \$ 12,431 \$ 22,558 \$ 19,481 \$ 18,467 \$ 6,859 \$ 6,180 \$ 18,207 \$ 21,465 Cash and cash equivalents at end of year \$ 26,482 \$ 12,431 \$ 22,558 \$ 19,481 \$ 18,467 \$ 6,859 \$ 6,180 \$ 18,207 \$ 21,465 \$ 19,945 Ending Balance: Unrestricted \$ 9,414 \$ (4,637) \$ 3,443 \$ 1,399 \$ (1,284) \$ (10,209) \$ (10,888) \$ 1,439 \$ 2,877 Cash and cash equiv - Restricted, net amt avail for debt servic 16,790 16,790 16,790 16,790 16,790 16,790 16,790 16,790 16,790 16,790 16,790 16,790	Net cash provided by (used in) financing activities	(645)	(370)	(368) (559)	(349)		(348)	(629)	(23	1)	(232)	(50	6)	(348)		(349)
Cash and cash equivalents at end of year \$ 26,482 \$ 12,431 \$ 22,558 \$ 19,481 \$ 18,467 \$ 15,784 \$ 6,859 \$ 6,850 \$ 6,850 \$ 18,207 \$ 21,465 \$ 19,945 Ending Balance: Unrestricted \$ 9,414 \$ (4,637) \$ 5,490 \$ 1,399 \$ (1,284) \$ (10,209) \$ 10,790 \$ 4,397 \$ 2,877 Cash and cash equiv - Restricted, net amt avail for debt servic 16,790	Net increase (decrease) in cash and cash equivalents	(3,141)	(14,051)	10,127	(2,047	')	(1,030)		(1,014)	(2,683)	(8,92	5)	(679)	12,02	.7	3,258	(1,520)
Ending Balance: Unrestricted \$ 9,414 \$ (4,637) \$ 5,490 \$ 3,443 \$ 2,413 \$ 1,399 \$ (1,284) \$ (10,209) \$ (10,888) \$ 1,139 \$ 4,397 \$ 2,877 Cash and cash equiv - Restricted, net amt avail for debt servic 16,790 <td>Cash and cash equivalents at beginning of year</td> <td>29,623</td> <td>26,482</td> <td>12,431</td> <td>22,558</td> <td></td> <td>20,511</td> <td>1</td> <td>19,481</td> <td>18,467</td> <td>15,78</td> <td>4</td> <td>6,859</td> <td>6,18</td> <td>,0</td> <td>18,207</td> <td>2</td> <td>1,465</td>	Cash and cash equivalents at beginning of year	29,623	26,482	12,431	22,558		20,511	1	19,481	18,467	15,78	4	6,859	6,18	,0	18,207	2	1,465
Unrestricted \$ 9,414 \$ (4,637) \$ 5,490 \$ 3,443 \$ 2,413 \$ 1,399 \$ (1,284) \$ (10,209) \$ (10,888) \$ 1,139 \$ 4,397 \$ 2,877 Cash and cash equiv - Restricted, net amt avail for debt servic 16,790 19,945 19,945 <	Cash and cash equivalents at end of year \$	26,482	\$ 12,431	\$ 22,558	\$ 20,511	\$	19,481	\$1	18,467 Ş	\$ 15,784	\$ 6,85	9\$	6,180	\$ 18,20	7\$	21,465	\$ 1	9,945
Cash and cash equiv - Restricted, net amt avail for debt servic 16,790	Ending Balance:																	
Cash and cash equiv - Board designated 278<	Unrestricted \$	9,414	\$ (4,637)	\$	\$ 3,443	\$	2,413	\$	1,399	\$ (1,284)	\$ (10,20	9) \$	(10,888)	\$ 1,13	,9\$	4,397	\$	2,877
Ending Balance \$ 26,482 \$ 12,431 \$ 22,558 \$ 20,511 \$ 19,481 \$ 18,467 \$ 15,784 \$ 6,859 \$ 6,180 \$ 18,207 \$ 21,465 \$ 19,945 Total Unrestricted cash \$ 9,692 \$ (4,359) \$ 5,768 \$ 3,721 \$ 2,691 \$ 1,006) \$ (9,931) \$ (10,610) \$ 1,417 \$ 4,675 \$ 3,155	Cash and cash equiv - Restricted, net amt avail for debt servic	16,790	16,790	16,790	16,790)	16,790	1	16,790	16,790	16,79	0	16,790	16,79	0	16,790	1	6,790
Total Unrestricted cash \$ 9,692 \$ (4,359) \$ 5,768 \$ 3,721 \$ 2,691 \$ 1,677 \$ (1,006) \$ (9,931) \$ (10,610) \$ 1,417 \$ 4,675 \$ 3,155	Cash and cash equiv - Board designated	278	278	278	278		278		278	278	27	8	278	27	8	278		278
	Ending Balance \$	26,482	\$ 12,431	\$ 22,558	\$ 20,511	\$	19,481	\$ 1	18,467	\$ 15,784	\$ 6,85	9\$	6,180	\$ 18,20	7 \$	21,465	\$ 1	9,945
	Total Unrestricted cash \$	9,692	\$ (4,359)	\$ 5,768	\$ 3,721	\$	2,691	\$	1,677	\$ (1,006)	\$ (9,93	1) \$	(10,610)	\$ 1,41	7 \$	4,675	\$	3,155
	Days cash on hand - Unrestricted		(17.4)	22.5	15.2		10.6		6.6	(3.8)	(36	9)	(37.5)	5	2	19.4		12.8



Turnaround Plan – Key Actions

		Pro	ofit (Defici	Revenue O Impact	ver	Expense
Turnaround Action	Revenue/Expense Line Items	2	2024	2025		2026
Implementation of	Projected operating revenues and expenses associated with the new Stroke program are included in the monthly projected financial statements starting in January of 2024 and will continue					
Stroke Program	throughout the projected period and will be ongoing.	\$	152,754	\$ 315,072	\$	324,883
Expansion of Women's	Projected operating revenues and expenses for the expansion of Women's Center services are included in the monthly projected financial statements starting in July of 2024 and will continue throughout the projected period and will be ongoing. Due to ramping up the new services, a deficit in revenue over expenses in projected in fiscal 2025. Starting in fiscal 2026, the program is assumed to be ramped up and generate approximately \$317,000 in profits in revenue over expenses. If the DHLP loan isn't approved, the Hospital may need to terminate all services in the Women's Center, which would result in a reduction in supplemental funds in estimated excess of \$1,000,000.					
Center	supplemental funds in estimated excess of \$1,000,000.	\$	-	\$ (222,497)	\$	317,781

Turnaround Plan – Key Actions (Continued)

		Р	rofit (Defici	t) ir	n Revenue O	ver	Expense
					Impact		
Turnaround Action	Revenue/Expense Line Items		2024		2025		2026
	The net cash inflows and outflows associated the Directed						
	Payments Program will be reported as Other supplemental funds						
	within net patient service revenue and are Projected in the						
	months that the cash is paid out or received. Since the program						
	begins during fiscal 2025, only 6 months is captured in that year.						
Directed Payments	In fiscal 2026, a full year of the program will be projected and the						
Program	net revenues reported will be \$2,200,000.	\$	-	\$	1,100,000	\$	2,200,000
	Net receipts for these credits will be recorded as non-operating						
Employee Retention	revenue gains in the months that the cash is received during						
Credit	fiscal 2025. These are one-time credits.	\$	-	\$	9,232,099	\$	-
	Staffing productivity improvements will be an expense reduction						
	to salary and wages expenses. The reductions are projected to						
	be being in July 2024 and continue throughout the projected 24-						
	month period. A 3% inflation savings is included in fiscal 2025						
Staffing Productivity	with these savings to continue after the 24-month projection						
Improvements	period.	\$	825,566	\$	862,716	\$	901,538
Total improvement to I	Profit in revenues over expenses	\$	978,320	\$	11,287,390	\$	3,744,202
Total improvement to I	Profit in revenues over expenses without one-time revenue credit	\$	978,320	\$	2,055,291	\$	3,744,202

Monthly Cash Flow – July 2023 through June 2024 – Turnaround Plan

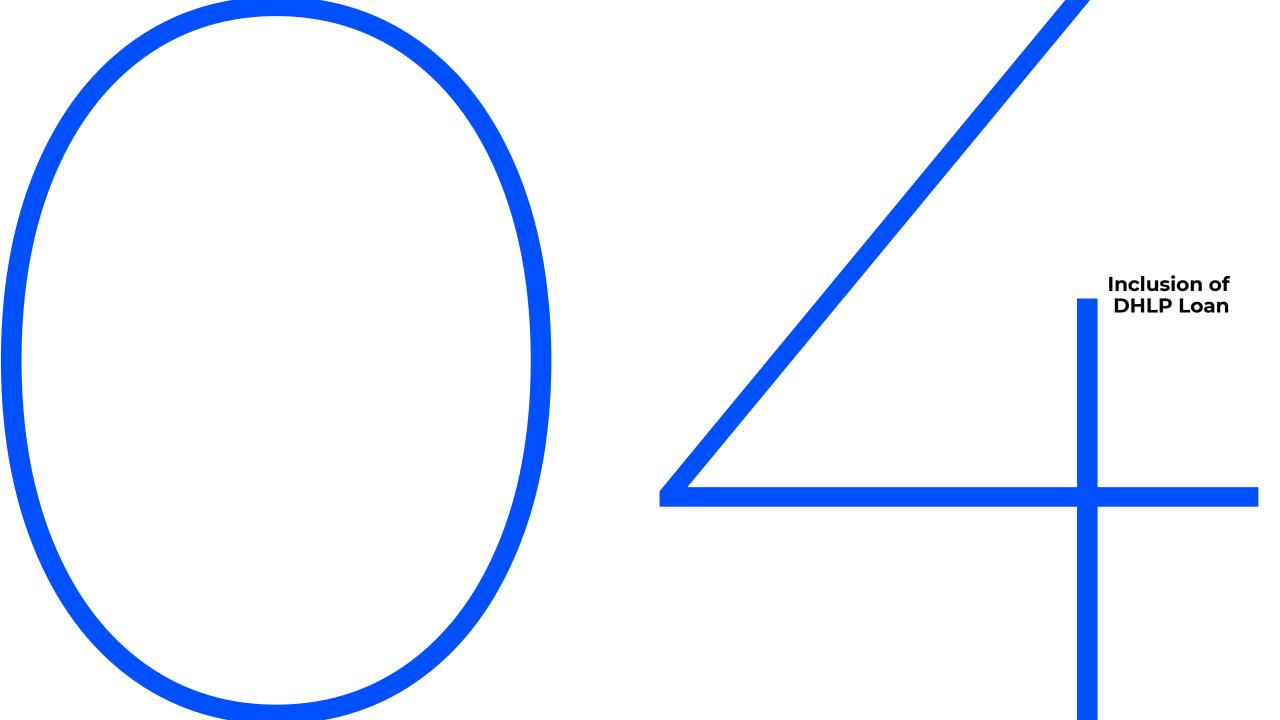
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	Jul-23	A	Aug-23	Sep-23		Oct-23	Ν	lov-23	[Dec-23	Ja	in-24	Fe	b-24	N	lar-24	A	Apr-24	N	1ay-24	J	lun-24
Cash flows from operating activities:																						
Receipts from patients, net of IGT transfers	\$ 4,544	\$	5,547 \$	5,692	\$	6,311	\$	6,209	\$	6,132	\$	5,746	\$	(1,946)	\$	6,508	\$	20,671	\$	10,854	\$	6,859
Receipts from other operating revenue	259		259	259		429		259		672		259		492		259		492		259		456
Taxation for operations	-		-	-		-		-		496		2,174		72		14		176		1,749		238
Payments to employees	(4,339)		(4,677)	(4,520		(4,787)		(4,458)		(4,732)		(4,736)		(4,661)		(4,852)		(4,683)		(4,747)		(4,358)
Payments to suppliers, contractors, and other	(3,265))	(2,501)	(2,618)	(3,086)		(2,350)		(2,852)		(2,605)		(2,727)		(1,838)		(3,857)		(4,422)		(2,731)
Net cash used in operating activities	(2,801))	(1,372)	(1,187)	(1,133)		(340)		(284)		838		(8,770)		91		12,799		3,693		464
Cash flows from investing activities:																						
Legal settlement	-		-	-		-		-		(3,418)		-		-		-		-		-		-
Proceeds from line of credit	-		-	-		2,000		2,000		6,000		2,000		-		-		-		-		-
Payments on line of credit	-		(4,000)	-		-		-		-		-		-		-		-		-		-
Payments on QIP loan	-		-	-		-		-		-		-		-		(1,141)		(1,091)		-		-
Net cash used in investing activities	-		(4,000)	-		2,000		2,000		2,582		2,000		-		(1,141)		(1,091)		-		-
Cash flows from financing activities:																						
Principal payments on debt	(34))	(3,159)	(34)	(25)		(25)		(25)		(25)		(25)		(25)		(25)		(25)		(25)
Proceeds from debt	-		-	-		-		-		-		-		-		-		-		-		-
Principal payments on capital leases	(33))	(33)	(48)	(48)		(49)		(49)		(49)		(49)		(50)		(50)		(50)		(50)
Interest paid	(103))	(2,274)	(85)	(112)		(81)		(80)		(200)		(2,208)		(82)		(340)		(81)		(79)
Purchase of capital assets	-		(450)	(773)	(773)		(773)		(773)		(773)		-		-		(687)		(687)		(687)
Taxation for debt service	-		5,327	-		-		-		-		-		2,127		-		-		-		-
Principal payments on subscription leases	(43))	(24)	(24)	(39)		(25)		(25)		(39)		(6)		(4)		(19)		(4)		(5)
Grants and contributions	-		450	773		773		773		773		773		-		-		-		-		-
Net cash provided by (used in) financing activities	(213))	(163)	(191)	(224)		(180)		(179)		(313)		(161)		(161)		(1,121)		(847)		(846)
Net increase (decrease) in cash and cash equivalents	(3,014))	(5 <i>,</i> 535)	(1,378)	643		1,480		2,119		2,525		(8,931)		(1,211)		10,587		2,846		(382)
Cash and cash equivalents at beginning of year	30,853		27,839	22,304		20,926		21,569		23,049		25,168		27,693		18,762		17,551		28,138		30,984
Cash and cash equivalents at end of year	27,839		22,304	20,926	\$	21,569	\$	23,049	\$	25,168	\$	27,693	\$	18,762	\$	17,551	\$	28,138	\$	30,984	\$	30,602
Ending Balance:																						
Unrestricted	\$ 10.571	Ś	5,036 \$	3,658	Ś	4,501	Ś	5,981	Ś	8,100	Ś	10,625	Ś	1,694	Ś	483	Ś	11,070	Ś	13,916	Ś	13,534
Cash and cash equiv - Restricted, net amt avail for debt servic	16,990	Ŧ	16,990	16,990	-	16,790	Ŧ	16,790	Ŧ	16,790	-	16,790		16,790	Ŧ	16,790	Ŧ	16,790	Ŧ	16,790	Ŧ	16,790
Cash and cash equiv - Board designated	278		278	278		278		278		278		278		278		278		278		278		278
Ending Balance	\$ 27,839	\$	22,304 \$			21,569	\$		\$	25,168	\$		\$		\$		\$	28,138	\$		\$	30,602
Total Unrestricted cash	\$ 10,849	Ś	5,314 \$	3,936	Ś	4,779	Ś	6,259	\$	8,378	Ś	10,903	\$	1,972	Ś	761	Ś	11,348	Ś	14,194	Ś	13,812
Days cash on hand - Unrestricted	46.0	Ŷ	22.2	16.1	Ŷ	20.5	Ŷ	25.9	Ŷ	34.7	-	42.8	7	7.9	Ŧ	2.8	7	43.5	Ŷ	61.3	Ŷ	58.3
- aje cash on hand on controlled	10.0			10.1		20.0		_0.0		0						2.0				01.0		00.0

Monthly Cash Flow – July 2024 through June 2025 – Turnaround Plan

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		Jul-24	ļ	Aug-24	Se	ep-24	(Oct-24	Ν	lov-24	[Dec-24	J	an-25	F	eb-25	М	lar-25	A	Apr-25	Ν	/lay-25	j	lun-25
Cash flows from operating activities:																								
Receipts from patients, net of IGT transfers	\$	5,034	\$	5,669 \$	5	-,	\$	6,360	\$	6,360	\$	6,229	\$	6,047	\$	(1,159)	\$	7,117	\$	21,329	\$	11,101	\$	5,986
Receipts from other operating revenue		273		277		279		452		284		700		290		526		295		532		301		538
Taxation for operations		-		-		-		-		-		511		2,239		74		14		181		1,801		245
Payments to employees		(4,729)		(4,862)		(4,701)		(4,978)		(4,638)		(4,922)		(4,922)		(4,701)		(5,310)		(4,927)		(5 <i>,</i> 003)		(4,655)
Payments to suppliers, contractors, and other		(2 <i>,</i> 895)		(2,772)		(2,876)		(3,297)		(2,633)		(3,119)		(2,962)		(2,789)		(2,513)		(4,016)		(4,496)		(3,214)
Net cash used in operating activities		(2,317)		(1,688)		(1,483)		(1,463)		(627)		(601)		692		(8,049)		(397)		13,099		3,704		(1,100)
Cash flows from investing activities:																								
Legal settlement		-		-		-		-		-		-		-		-		-		-		-		-
Proceeds from line of credit		-		-		12,000		-		-		-		-		-		-		-		-		-
Payments on line of credit		-		(12,000)		-		-		-		-		-		-		-		-		-		-
Payments on QIP loan		-		-		-		-		-		-		(2,647)		-		-		-		-		-
Net cash used in investing activities		-		(12,000)		12,000		-		-		-		(2,647)		-		-		-		-		-
Cash flows from financing activities:																								
Principal payments on debt		(25)		(3,460)		(25)		(27)		(27)		(27)		(27)		(27)		(27)		(27)		(27)		(27)
Proceeds from debt		-		-		-		-		-		-		-		-		-		-		-		-
Principal payments on capital leases		(51)		(51)		(51)		(51)		(41)		(41)		(41)		(41)		(42)		(42)		(41)		(43)
Interest paid		(408)		(2,274)		(146)		(321)		(134)		(134)		(398)		(2,190)		(134)		(392)		(133)		(133)
Purchase of capital assets		(142)		(142)		(142)		(142)		(142)		(142)		(142)		(142)		(142)		(142)		(142)		(142)
Taxation for debt service		-		5,562		-		-		-		-		-		2,056		-		-		-		-
Principal payments on subscription leases		(19)		(5)		(5)		(20)		(5)		(5)		(20)		(5)		(5)		(20)		(5)		(5)
Grants and contributions		-		-		3,063		-		-		3,029		-		117		3,257		117		-		-
Net cash provided by (used in) financing activities		(645)		(370)		2,694		(561)		(349)		2,680		(628)		(232)		2,907		(506)		(348)		(350)
Net increase (decrease) in cash and cash equivalents		(2,962)		(14,058)		13,211		(2,024)		(976)		2,079		(2,583)		(8,281)		2,510		12,593		3,356		(1,450)
Cash and cash equivalents at beginning of year		30,602		27,640		13,582		26,793		24,769		23,793		25,872		23,289		15,008		17,518		30,111		33,467
Cash and cash equivalents at end of year	\$	27,640	\$	13,582 \$	5 2	26,793	\$	24,769	\$	23,793	\$	25,872	\$	23,289	\$	15,008	\$	17,518	\$	30,111	\$	33,467	\$	32,017
Ending Balance:																								
Unrestricted	Ś	10.572	Ś	(3,486) \$	5	9,725	Ś	7,701	Ś	6,725	Ś	8,804	Ś	6,221	Ś	(2,060)	Ś	450	\$	13,043	Ś	16,399	Ś	14,949
Cash and cash equiv - Restricted, net amt avail for debt servi		16,790	Ŧ	16,790		16,790	Ŧ	16,790	Ŧ	16,790	Ŧ	16,790	-	16,790	Ŧ	16,790		16,790	Ŧ	16,790	Ŧ	16,790	Ŧ	16,790
Cash and cash equiv - Board designated		278		278	-	278		278		278		278		278		278		278		278		278		278
Ending Balance	\$		\$	13,582 \$	5 2	26,793	\$	24,769	\$	23,793	\$	-	\$	23,289	\$		\$	17,518	\$	30,111	\$	33,467	\$	32,017
	ė		ė				ć		<u> </u>		<u>.</u>		ė		ė				ć		ė		<u>_</u>	
Total Unrestricted cash	Ş	-0,000	\$	(3,208) \$) í		\$	7,979	\$.,	\$	5,002	\$	6,499	Ş	(1,782)	Ş	728	\$	13,321	Ş	16,677	\$	15,227
Days cash on hand - Unrestricted		43.4		(12.6)		38.5		32.2		27.3		35.4		23.9		(6.4)		2.5		47.8		67.1		59.3



Distressed Hospital Loan Program Necessity

- The loan proceeds are to be used to support the operations of the Hospital in the interim while new or expanded services are ramping up and new supplemental payment program funds are received over the next two fiscal years.
- Key short-term factors in determining necessity and amount of loan:
 - Declining unrestricted cash between July and September 2023
 - \$3.4M legal settlement in December 2023
 - Repayment of QIP loans in 2024 and 2025
 - Line of credit fully extended to \$12M by January 2024
 - IGT transfer payments in February with receipts in April
 - Repayment of line of credit in August 2025 due to loan requirement
 - New program development costs for stroke program and expansion of Women's services
 - Unexpected cash outlays (ie., not budgeted equipment replacement)

Monthly Cash Flow – July 2023 through June 2024 – Future Financial Situation (Including Turnaround Plan and \$9.8M Loan)

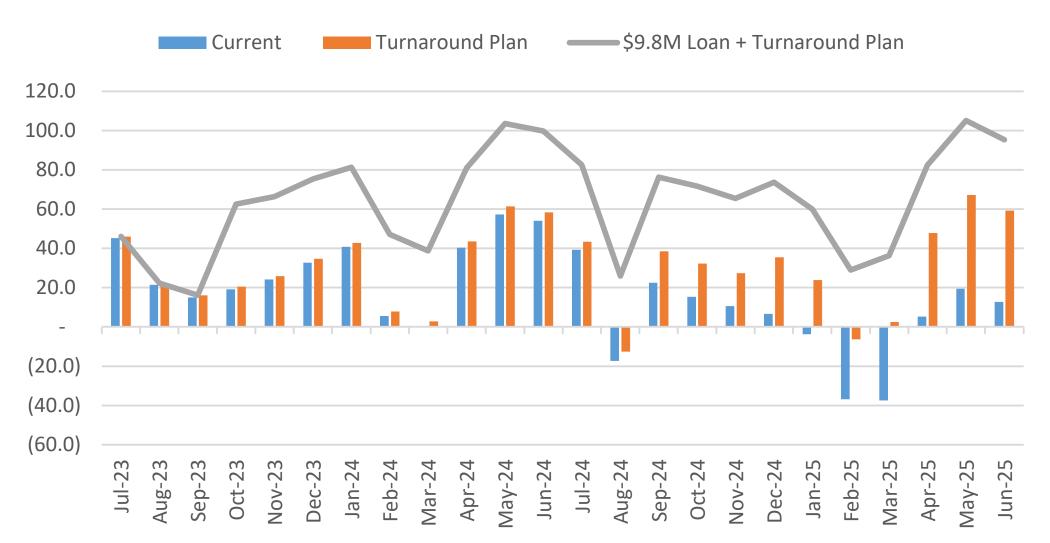
		Jul-23	A	ug-23	Sep	p-23	C	Oct-23	Ν	lov-23	0	Dec-23	J	an-24	Feb-	24	N	/lar-24	A	pr-24	N	lay-24	Ju	ın-24
Cash flows from operating activities:																								
Receipts from patients, net of IGT transfers	\$	4,544	\$	5,547 \$	\$	5,692	\$	-,-	\$	6,209	\$	6,132	\$	5,746 \$	5 (1	,946)	\$	6,508	\$	20,671	\$	10,854	\$	6,859
Receipts from other operating revenue		259		259		259		429		259		672		259		492		259		492		259		456
Taxation for operations		-		-		-		-		-		496		2,174		72		14		176		1,749		238
Payments to employees		(4 <i>,</i> 339)		(4,677)		(4,520)		(4,787)		(4,458)		(4,732)		(4,736)	-	,661)		(4,852)		(4,683)		(4,747)		(4,358)
Payments to suppliers, contractors, and other		(3,265)		(2,501)	((2,618)		(3,086)		(2,350)		(2,852)		(2,605)	(2	,727)		(1,838)		(3,857)		(4,422)		(2,731)
Net cash used in operating activities		(2,801)		(1,372)	((1,187)		(1,133)		(340)		(284)		838	(8	,770)		91		12,799		3,693		464
Cash flows from investing activities:																								
Legal settlement		-		-		-		-		-		(3,418)		-		-		-		-		-		-
Proceeds from line of credit		-		-		-		2,000		2,000		6,000		2,000		-		-		-		-		-
Payments on line of credit		-		(4,000)		-		-		-		-		-		-		-		-		-		-
Payments on QIP loan		-		-		-		-		-		-		-		-		(1,141)		(1,091)		-		-
Net cash used in investing activities		-		(4,000)		-		2,000		2,000		2,582		2,000		-		(1,141)		(1,091)		-		-
Cash flows from financing activities:																								
Principal payments on debt		(34)		(3,159)		(34)		(25)		(25)		(25)		(25)		(25)		(25)		(25)		(25)		(25)
Proceeds from debt		-		-		-		9,800		-		-		-		-		-		-		-		-
Principal payments on capital leases		(33)		(33)		(48)		(48)		(49)		(49)		(49)		(49)		(50)		(50)		(50)		(50)
Interest paid		(103)		(2,274)		(85)		(112)		(81)		(80)		(200)	(2	,208)		(82)		(340)		(81)		(79)
Purchase of capital assets		-		(450)		(773)		(773)		(773)		(773)		(773)		-		-		(687)		(687)		(687)
Taxation for debt service		-		5,327		-		-		-		-		-	2	,127		-		-		-		-
Principal payments on subscription leases		(43)		(24)		(24)		(39)		(25)		(25)		(39)		(6)		(4)		(19)		(4)		(5)
Grants and contributions		-		450		773		773		773		773		773		-		-		-		-		-
Net cash provided by (used in) financing activities		(213)		(163)		(191)		9,576		(180)		(179)		(313)		(161)		(161)		(1,121)		(847)		(846)
Net increase (decrease) in cash and cash equivalents		(3,014)		(5,535)	((1,378)		10,443		1,480		2,119		2,525	(8	,931)		(1,211)		10,587		2,846		(382)
Cash and cash equivalents at beginning of year		30,853		27,839	2	22,304		20,926		31,369		32,849		34,968	37	,493		28,562		27,351		37,938		40,784
Cash and cash equivalents at end of year		27,839		22,304	2	20,926	\$	31,369	\$	32,849	\$	34,968	\$	37,493 \$	5 28	,562	\$	27,351	\$	37,938	\$	40,784	\$	40,402
Ending Balance:																								
Unrestricted	\$	10,571	\$	5,036 \$	\$	3,658	\$	14,301	\$	15,781	\$	17,900	\$	20,425 \$	5 11	,494	\$	10,283	\$	20,870	\$	23,716	\$	23,334
Cash and cash equiv - Restricted, net amt avail for debt service	vic	16,990		16,990	1	6,990		16,790		16,790		16,790		16,790	16	,790		16,790		16,790		16,790		16,790
Cash and cash equiv - Board designated		278		278		278		278		278		278		278		278		278		278		278		278
Ending Balance	\$	27,839	\$	22,304 \$	\$ 2	20,926	\$	31,369	\$	32,849	\$	34,968	\$	37,493 \$	28	,562	\$	27,351	\$	37,938	\$	40,784	\$	40,402
Total Unrestricted cash	\$	10,849	\$	5,314 \$	\$	3,936	\$	14,579	\$	16,059	\$	18,178	\$	20,703 Ş	5 11	,772	\$	10,561	\$	21,148	\$	23,994	\$	23,612
Days cash on hand - Unrestricted		46.0		22.2		16.1		62.5		66.4		75.3		81.3		47.1		38.7		81.0		103.6		99.7

Monthly Cash Flow – July 2024 through June 2025 – Future Financial Situation (Including Turnaround Plan and \$9.8M Loan)

	Jul-24	Aug	-24	Sep-24	C	Oct-24	No	ov-24	D	Dec-24	Ja	an-25	F	eb-25	Μ	lar-25	A	pr-25	Ν	1ay-25	J	un-25
Cash flows from operating activities:																						
Receipts from patients, net of IGT transfers	\$ 5,034	\$ 5	,669 \$	-,	\$,	\$	6,360	\$	6,229	\$	6,047	\$	(1,159)	\$,	\$	21,329	\$	11,101	\$	5,986
Receipts from other operating revenue	273		277	279		452		284		700		290		526		295		532		301		538
Taxation for operations	-		-	-		-		-		511		2,239		74		14		181		1,801		245
Payments to employees	(4,729		,862)	(4,701)		(4,978)		(4,638)		(4,922)		(4,922)		(4,701)		(5,310)		(4,927)		(5 <i>,</i> 003)		(4,655)
Payments to suppliers, contractors, and other	(2,895) (2	,772)	(2,876)		(3,297)		(2,633)		(3,119)		(2,962)		(2,789)		(2,513)		(4,016)		(4,496)		(3,214)
Net cash used in operating activities	(2,317) (1	,688)	(1,483)		(1,463)		(627)		(601)		692		(8,049)		(397)		13,099		3,704		(1,100)
Cash flows from investing activities:																						
Legal settlement	-		-	-		-		-		-		-		-		-		-		-		-
Proceeds from line of credit	-		-	12,000		-		-		-		-		-		-		-		-		-
Payments on line of credit	-	(12	,000)	-		-		-		-		-		-		-		-		-		-
Payments on QIP loan			-	-		-		-		-		(2,647)		-		-		-		-		-
Net cash used in investing activities	-	(12	,000)	12,000		-		-		-		(2,647)		-		-		-		-		-
Cash flows from financing activities:																						
Principal payments on debt	(25) (3	,460)	(25)		(27)		(27)		(27)		(27)		(27)		(27)		(209)		(209)		(209)
Proceeds from debt	-		-	-		-		-		-		-		-		-		-		-		-
Principal payments on capital leases	(51)	(51)	(51)		(51)		(41)		(41)		(41)		(41)		(42)		(42)		(41)		(43)
Interest paid	(408) (2	,274)	(146)		(321)		(134)		(134)		(398)		(2,190)		(134)		(391)		(133)		(132)
Purchase of capital assets	(142)	(142)	(142)		(142)		(142)		(142)		(142)		(142)		(142)		(142)		(142)		(142)
Taxation for debt service	-		,562	-		-		-		-		-		2,056		-		-		-		-
Principal payments on subscription leases	(19)	(5)	(5)		(20)		(5)		(5)		(20)		(5)		(5)		(20)		(5)		(5)
Grants and contributions	-		-	3,063		-		-		3,029		-		117		3,257		117		-		-
Net cash provided by (used in) financing activities	(645)	(370)	2,694		(561)		(349)		2,680		(628)		(232)		2,907		(687)		(530)		(531)
Net increase (decrease) in cash and cash equivalents	(2,962) (14	,058)	13,211		(2,024)		(976)		2,079		(2,583)		(8,281)		2,510		12,412		3,174		(1,631)
Cash and cash equivalents at beginning of year	40,402	37	,440	23,382		36,593		34,569		33,593		35,672		33,089		24,808		27,318		39,730		42,904
Cash and cash equivalents at end of year	\$ 37,440	\$ 23	,382 \$	36,593	\$	34,569	\$	33,593	\$	35,672	\$	33,089	\$	24,808	\$	27,318	\$	39,730	\$	42,904	\$	41,273
Ending Balance:																						
Unrestricted	\$ 20,372	\$ θ	,314 \$	19,525	\$	17,501	\$	16,525	\$	18,604	\$	16,021	\$	7,740	\$	10,250	\$	22,662	\$	25,836	\$	24,205
Cash and cash equiv - Restricted, net amt avail for debt servi	16,790	16	,790	16,790		16,790		16,790		16,790		16,790		16,790		16,790		16,790		16,790		16,790
Cash and cash equiv - Board designated	278		278	278		278		278		278		278		278		278		278		278		278
Ending Balance	\$ 37,440	\$ 23	,382 \$	36,593	\$	34,569	\$	33 <i>,</i> 593	\$	35,672	\$	33,089	\$	24,808	\$	27,318	\$	39,730	\$	42,904	\$	41,273
Total Unrestricted cash	\$ 20,650	\$ 6	,592 \$	19,803	\$	17,779	\$	16,803	\$	18,882	\$	16,299	\$	8,018	\$	10,528	\$	22,940	\$	26,114	\$	24,483
Days cash on hand - Unrestricted	82.5		25.9	76.2		71.7		65.4		73.6		60.0		29.0		36.3		82.3		105.0		95.3

Overall Conclusion – Cash Position Comparison Summary

Days Cash on Hand





Regarding this engagement and the use of this presentation

- In the services described herein, Wipfli is not acting as a Municipal Financial Advisor and is not registered in that capacity with the MSRB. Our role is as an independent consultant to assist the management team in their planning process in the design, analysis, and facilitation of their capital projects. The information provided by us is not intended to be and should not be construed as "advice" within the meaning of Section 15B of the Securities Exchange Act of 1934.
- The contents of this presentation is for internal use only and is not to be distributed to any outside parties.
- Wipfli did not perform a preparation, compilation, or examination of the forecasts as a part of this engagement and, as such, does not provide any assurance on the financial information presented herein.

TAB B

San Gorgonio Memorial Hospital					FY 2023	Priority	F	Y 2024	FY 2025	F	Y 2026
3-Year Capital Budget	TT: 11: 1 .	1	. 11:0	1. 1.		Fliolity				1.1	
	Highlighte	d Items past	expected life								
FYE's 2024 - 2026						1=			A STATE AND		
						Highest, 4 = Lowest			and the state of the		
DESCRIPTION	DEPARTME	N Owner	Notes	ti Jastrian		- Lowest		and the second second	the state of the state of the	onder Bertalstand s	
Pharmicutical Dispensing systems	Pharmacy	Lopez	Notes	\$	850,000		\$			\$	
ICU Monitors & Telemetry System	Nursing Units	Brady		\$	673,000	1-P	\$	1,178,316		\$	
Metal Detectors - OB and ER Entrances	Nursing Units	Hunter									
Metal Delectors - OB and ER Entrances		nunter		\$	36,170	1	\$	40,000		_	
Automatic Transfer Switch	Plant	Sanchez		-	450.000						
			Re-to-th-th-second	\$	150,000	2			\$ 200,000	\$	-
Floor Replacement due Poor Moisture Parking Lot Striping	Plant Plant	Sanchez Sanchez	Main Hallways	-		4			\$ 225,000	\$	-
Circulating Pump	Plant	Sanchez		\$	15,000	4	s			\$	75,000
Air Curtain Fly Fan x 4	Plant	Sanchez	\$6,300 each	\$	28,000	4	s	-		\$	28,000
Storage containers (3)	Plant	Sanchez	Life Safety Issue			4			\$ 52,000	\$	
Infant Security System	Plant	Sanchez	OB Upgrade	\$	40,000		\$	-	The Astronomy States and the	\$	-
OP1 Med Cas and Communication	Diant	Construction	Regulatory - panel is not						Contraction States		
OR1 Med Gas panel Communication	Plant	Sanchez	communicating with PBX or Eng = a regulatory issue	\$	8,000	1	\$	8,000			
Medcial Gas Control panel replacement	Plant	Sanchez	Replacement malfuctioning unit	\$	20,000	1	\$	20,000	Constant Statistics	\$	20,000
Sterile Processing Humidification System	Plant	Sanchez	Regulatory	\$	246,850	1	\$	250,000		\$	-
Package A/C Units (6each)	Plant	Sanchez	5 units for replacment of aged units			1	\$	25,000	\$ 50,000	\$	50,000
									South Provident		
Riding Floor Care unit	EVS	Medraano	Efficiency			2	\$	12,000			
Doppler Ultrasound System	O/R	Goodner		+		4	-		\$ 43,575	\$	
New Scrub Sinks (& faucet repair)	O/R	Goodner		s	29,053	4			\$ 29,053	\$	
new ourub onnes (a radoer repair)				+	20,000						
Power Set	O/R	Goodner		\$	-	1-P	\$	28,000		\$	-
Steam Instrument Sterilizer	O/R	Goodner	Aging Equipment	\$	121,895	1-P	\$	325,000	Contract Sections 1	\$	-
Operating Lights	O/R	Goodner	Make OR 3 functional	\$	141,630	1	\$	200,000		\$	-
Anesthesia Machines	OR	Goodner	Old Equipment 2 Eavh with monitors						and the second		
Surgical Robotic system `	OR	Goodner	DaVinci				\$	1,900,000			
Robotic Table	O/R	Goodner		\$	97,896			100.000	\$ 100,000	\$	
Fracture Table	O/R	Goodner		\$	112,516	1	\$	120,000			
				+					The second second second		
				1	and the second second second second		\$	-	A CALL STOCKED AND A CALL OF A		
Mindray Monitors in RC/Doc Area	ED	Phillippi	Included in Pt Monitors			4	\$	and the second second	二、合、合、学生、合、学生、	\$	-
Space IV Pumps (x 5)	ED	Phillippi		\$	63,750	2	\$	63,750		\$	-
									A CONTRACTOR OF A CONTRACTOR		
				-						\$	20.000
Visitor Camera System	Security	Hunter	Expansion of Units	\$	•	4	\$		\$20,000		38,000
Panic Alarm	Security	Hunter		+					\$20,000		
Flouroscopy/Rad Room (Room 2)	Imaging	Chamberlin		\$	1,005,000	2			\$ 1,005,000	\$	
Rad Room 1	Imaging	Chamberlin		1	.,,	2		and the second	A.C. (1971) 1968 (1	\$	800,000
PAC'S Cube Replacement	Imaging	Chamberlin		\$	14,319	1	\$	14,319	NELSENSEN L	\$	-
AI Doc	Imaging	Chamberlin				1	\$	150,000			
Portable X-Ray Machine	Imaging	Chamberlin		\$	170,000	2			\$ 130,000		
Hybrid CT/NM Camera (Spect)	Imaging	Chamberlin		\$	2,000,000		\$	2,000,000		\$	500,000
Mammograpyh w/ Tomo & Stereo	Imaging	Chamberlin		\$	536,000	4	\$				500,000
				-							
				1-							
		I		-							

San Gorgonio Memorial Hospital					FY 2023	Priority		FY 2024	FY 2025	F	Y 2026
3-Year Capital Budget FYE's 2024 - 2026	Highlighted	Items past	expected life			1 = Highest, 4 = Lowest					
DESCRIPTION	DEPARTMEN	Owner	Notes	in the second se				San Start Barry		1	
Disaster Food Replacement			Needed in FY 2026			4			States and all and	\$	20,000
Dietary Food Management (Software	Dietary	Hawthorne		\$	49,365	4	\$	-	1881 Anna Anna Anna	\$	48,000
IS Upgrades and Server Replacements	I/T	Maja	3PAR -High Priority, Med Surg rooms P	\$	250,000	1-P	\$	300,000		\$	
Hospitalwide Badge Computer Access	I/T	Maja		\$	151,050	3			\$ 151,000	\$	-
CS-2500 Coagulation Analyzer (Back-up Unit)	Lab	Hazley	Stroke Program	\$	45,000	1	\$	44,000		\$	
Chemistry Analyzers	Lab	Hazley	Aged Equipment			1	\$	360,000	Charles States and the		
Blood Bank Program Upgrade	Lab	Hazley	Software sunsetted			1	\$	190,000			
CD Image Maker	нім	Cornwall	Cost savings	\$	-	2	\$	16,620		\$	-
Panda Infant Warmer	ОВ	Gunther				3			\$35,000		
Labor Bed	OB	Gunther				3			\$18,750	\$	-
Guest pull-out bed/chairs x 11	OB	Gunther	\$3,850 each			3			\$42,350		
Delivery Room Monitor Carts	OB	Gunther	6 each			3			\$45,000		
Patient Transport Van	Behavioral H.	Maciel	Replacement Van			3	\$	45,000		\$	
Flooring for Therapy Rooms	Behavioral H.	Maciel	Replace worn/torn carpet with			2	\$	10,000	ANTO CALORED IN	\$	-
	All	Barron		\$	413,791	1	\$	219,805			
Contingency	All	Barron		Ð	413,791	•	æ	219,805			
Total Requests				\$	7,268,285		\$	7,519,810	\$ 2,146,728	\$	1,594,000
Less Donated Equipment			FY 2022 Projected = (\$831,623)	\$	(5,200,000)		\$	(6,415,000)	\$ -	\$	-
Less Projected Donations				\$	(5,540,931)		\$	(150,000)		_	
Less Property Taxes for Capital				\$	(1,854,000)		\$	(954,810)			
Requests Over (Under) Funds				\$	(5,326,646)		\$	-	\$ 2,146,728	\$	1,594,000

TAB I

	Title	Policy Area	Owner	Workflow Approval
1	Associate and Provider Resignation/		Whitley, Ariel: Executive	Ariel Whitley for Hospital
Т	Termination Status Change	HIPAA Security	Assistant	Board of Directors
2			Brady, Angela: Chief Nursing	Ariel Whitley for Hospital
2	Cardiac Rehab Department Management	Cardiac Rehab	Executive	Board of Directors
2			Hazley, Byron: Director	Ariel Whitley for Hospital
3	HIV Antibody Testing	Clinical Laboratory	Laboratory	Board of Directors
4	Isolation, Negative and Positive Pressure Room		Sanchez, Salvador: Director of	Ariel Whitley for Hospital
4	Testing	Engineering	Engineering	Board of Directors
5			Hazley, Byron: Director	Ariel Whitley for Hospital
	Lab Policy and Procedure Review	Clinical Laboratory	Laboratory	Board of Directors
6	Pastoral Care Protocol Minister and Lay		Whitley, Ariel: Executive	Ariel Whitley for Hospital
6	Ministers	Chaplain	Assistant	Board of Directors
7			Brady, Angela: Chief Nursing	Ariel Whitley for Hospital
/	Patient Grievance & Complaint Policy	Administration	Executive	Board of Directors
8	Pay Practices for All Differentials and			Ariel Whitley for Hospital
	Supplemental Payroll Payments	Payroll	Kammer, Margaret: Controller	Board of Directors
0			Brady, Angela: Chief Nursing	Ariel Whitley for Hospital
9	Scope of Care	Cardiac Rehab	Executive	Board of Directors
10	Use and Disclosure of Protected Health		Whitley, Ariel: Executive	Ariel Whitley for Hospital
10	Information for Research	HIPAA Privacy	Assistant	Board of Directors

TAB J

SAN GORGONIO MEMORIAL HOSPITAL Medical Staff Services Department <u>M E M O R A N D U M</u>

SUBJECT:	Medical Executive Committee MEDICAL EXECUTIVE COMMITTEE REPORT
FROM:	Raffi Sahagian, M.D., Chairman
TO:	Susan DiBiasi, Chair Governing Board
DATE:	September 20, 2023

At the Medical Executive Committee held this date, the following items were approved, with recommendations for approval by the Governing Board:

Approval Item(s):

2023 Annual Approval of Policies & Procedures

The attached list of policies & procedures is recommended for approval (See attached).

SAN GORGONIO MEMORIAL HOSPITAL

2023 ANNUAL APPROVAL OF POLICIES & PROCEDURES

Title	Step Description	Revised?
Activities Unlicensed Laboratory Personnel May or May Not Perform	Medical Executive Committee	Revised
Autopsies	Medical Executive Committee	Revised
Clinical Duties of the Clinical Laboratory Medical Director	Medical Executive Committee	Revised
Clinical Lab Services for STAT, Timed and Routine Blood Collection	Medical Executive Committee	New
Clinical Lab Specific Precautions	Medical Executive Committee	Revised
Clinical Lab Test Turnaround Times (TAT)	Medical Executive Committee	Revised
Clinical Laboratory Scope of Services	Medical Executive Committee	Revised
Evaluating and Selecting Reference Laboratories	Medical Executive Committee	Revised
Expired Laboratory Reagents, Supplies and Collection Tubes	Medical Executive Committee	Revised
General Specimen Rejection	Medical Executive Committee	Revised
Gram Stains Performed on the 2nd and 3rd Shifts	Medical Executive Committee	Revised
Handling and Transport of Specimens to the Lab	Medical Executive Committee	Revised
Interdepartmental Transfer of Patients	Medical Executive Committee	Revised
Interpretation and Release of Amnisure Test Results	Medical Executive Committee	Revised
Lab - Fasting Tests	Medical Executive Committee	Revised
Laboratory Analyzer Relocation	Medical Executive Committee	Revised
Participation in Graduate Medical Education Programs	Step 1 of 3	New
Patient's Own Medications (Or Home Medication)	Medical Executive Committee	Revised
Pediatric Patients	Medical Executive Committee	Unchanged
Point of Care Testing (POCT) Nitrazine Testing	Medical Executive Committee	Revised
Point of Care Testing (POCT) Visual Urine Dipstick Test	Medical Executive Committee	Revised
Procedure for Outpatient Lab Tests	Medical Executive Committee	Revised
Proper Collection and Handling of Reference Testing Specimens	Medical Executive Committee	Revised
Quality of Clinical Lab Water	Medical Executive Committee	Revised
Quality System Assessment	Medical Executive Committee	Revised
Recapping of Needles	Medical Executive Committee	Revised
Reference Intervals	Medical Executive Committee	Revised
Repeat Testing for Critical Values and Delta Checks	Medical Executive Committee	Revised
Reporting of Results	Medical Executive Committee	Revised

Reporting Quality and/or Patient Safety Concerns	Medical Executive Committee	Revised
Reports for Infection Prevention	Medical Executive Committee	Revised
Restricted Activities in All Technical Work Areas	Medical Executive Committee	Revised
Security of Laboratory Specimens	Medical Executive Committee	Unchanged
Specimen Identification and Accessioning	Medical Executive Committee	Revised
Storage, Preparation, Evaluation and Tracking of Reagents	Medical Executive Committee	Unchanged
Stroke: Certification Participation Requirements	Medical Executive Committee	New
Stroke: Data Collection, Performance & Quality Improvement	Medical Executive Committee	New
Supervisory Review of Laboratory Results	Medical Executive Committee	Unchanged
Timely Reporting of Infectious and Communicable Diseases	Medical Executive Committee	Revised
Urine Collection	Medical Executive Committee	Revised
Whole Blood Glucose Testing Using the Roche®Accuchek Inform II Meter	Medical Executive Committee	Revised

TAB K

Opinion

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Ochoa Bogh helps secure \$9.8 million to maintain hospital access in the county

Senator Rosilicie Ochoa Bogh (R-Yucaipa) recently announced that San Gorgonio Memorial Healthcare District, which operates San Gorgonio Memorial Hospital, received \$9.8 million in desperately needed funding as part of the Distressed Hospital Loan Program created this year by the legislature to provide loans for nonprofit and public hospitals on the brink of collapse.

"Making sure residents in my district receive quality healthcare and hospital services is a priority for me," said Ochoa Bogh. "Without these desperately needed funds, San Gorgonio Memorial Hospital faced an uncertain future and therefore the patients it serves were at-risk of losing healthcare access. I'm glad I was able to work with the governor's office to help secure this funding in our first step to help save our hospitals in the long-run."

Ochoa Bogh and California Senate Republicans have



been advocating to save rural hospitals who face an uncertain future. Senate Minority Leader Brian W Jones (R-San Diego) introduced Senate Bill 774, the "Save Our Hospitals" bill that aimed at stopping the California Attorney General from closing more financially distressed rural hospitals. Senate Republicans also wrote a letter to the governor urging him to sign Assembly

Photo courtesy of San Gorgonio Memorial Hospital San Gorgonio Memorial Hospital

Bill 112 that established the Distressed Hospital Loan Program, saying delaying implementing the program would put hospitals and their patients at risk.

Sen. Rosilicie Ochoa Bogh represents the 23rd Senate District that includes portions of Los Angeles, Riverside and San Bernardino counties. This program funded by the Outdoor Equity Grants Program, created through AB 209 and administered by California State Parks, Office of Grants and Local Services.

