SAN GORGONIO
MEMORIAL HEALTHCARE
DISTRICT

AGENDA

REGULAR MEETING OF THE BOARD OF DIRECTORS
Tuesday, September 5, 2023
6:00 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 Healthcare District to make reasonable arrangements to ensure accessibility to this meeting. [28 CFR 35.02-35.104 ADA Title II].

TAB

I. Call to Order — D. Tankersley, Chair

II. Public Comment

A five-minute limitation shall apply to each member of the public who wishes to address the Healthcare District 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 Healthcare District 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.

NOTE: ALL MEMBERS OF THE SAN GORGONIO MEMORIAL HOSPITAL BOARD OF DIRECTORS ARE INVITED PARTICIPANTS AND MAY ADDRESS THE SAN GORGONIO MEMORIAL HEALTHCARE DISTRICT BOARD OF DIRECTORS AT ANY TIME DURING THIS MEETING.

OLD BUSINESS

III. *** Proposed Action - Approve Minutes** — All
- August 1, 2023, Regular Meeting — A

NEW BUSINESS

IV. District Board Chair Report — D. Tankersley — verbal

V.	***Proposed Action – Approve July 2023 Financial Report** ▪ **ROLL CALL**	M. Kammer	handout
	• Informational: Measure A Funds Report – July 2023		handout
VI.	***Proposed Action – Approve Resolution No. 2023-06** **(**A Resolution of San Gorgonio Memorial Healthcare District Authorizing the Execution and Delivery of a Promissory Note, Loan and Security Agreement, and Certain Actions in Connection therewith for a Loan Under the Distressed Hospital Loan Program) ▪ **ROLL CALL**	S. Barron/ D. Heckathorne	B
VII.	***Proposed Action – Approve the Acquisition of New Fluoroscopy Equipment and Construction Associated with Installation** ▪ **ROLL CALL**	J. Peleuses	C
VIII.	***Proposed Action – Approve the Acquisition of a New Aero HygenX SparX Ultraviolet Sterilization System** ▪ **ROLL CALL**	J. Peleuses	D
IX	***Proposed Action – Approve the Acquisition of HarmonyAIR G-Series Dual Lights for OR3 and the costs associated with installation.** ▪ **ROLL CALL**	A. Brady	E
X.	General Information		
***	**ITEMS FOR DISCUSSION/APPROVAL IN CLOSED SESSION**	D. Tankersley	
	➢ Proposed Action – Approve Medical Staff Credentialing *(Health & Safety Code §32155; and Evidence Code §1157)*		
XI.	**ADJOURN TO CLOSED SESSION**		
	RECONVENE TO OPEN SESSION		
***	**REPORT ON ACTIONS TAKEN DURING CLOSED SESSION**	D. Tankersley	
XII.	Future Agenda Items		
XIII.	Adjournment	D. Tankersley	

***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 Healthcare District 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.

San Gorgonio Memorial Healthcare District
Board of Directors Regular Meeting
September 5, 2023

Certification of Posting

I certify that on September 1, 2023, I posted a copy of the foregoing agenda near the regular meeting place of the Board of Directors of San Gorgonio Memorial Healthcare District, 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 1, 2023

Ariel Whitley

Ariel Whitley, Executive Assistant

TAB A

MINUTES: Not Yet Approved by Board

REGULAR MEETING OF THE
SAN GORGONIO MEMORIAL HEALTHCARE DISTRICT
BOARD OF DIRECTORS

August 1, 2023

The regular meeting of the San Gorgonio Memorial Hospital Board of Directors was held on Tuesday, August 1, 2023, in Modular C meeting room, 600 N. Highland Springs Avenue, Banning, California.

Members Present: Shannon McDougall, Ron Rader, Randal Stevens, Lanny Swerdlow (Vice Chair)

Members Absent: Dennis Tankersley (Chair)

Required Hospital: Steve Barron (CEO), Angie Brady (CNO), John Peleuses (VP of Ancillary & Support Services), Annah Karam (CHRO), Margaret Kammer (Controller), Ariel Whitley (Executive Assistant), Dan Heckathorne (CFO), Karan P. Singh, MD (CMO)

AGENDA ITEM	DISCUSSION	ACTION / FOLLOW-UP
Call To Order	Vice Chair, Lanny Swerdlow, called the meeting to order at 6:00 pm.	
Public Comment	No public comment.	
OLD BUSINESS		
Proposed Action - Approve Minutes **July 11, 2023, Regular Meeting.** **July 19, 2023, Special Meeting.**	Vice Chair, Swerdlow, asked for any changes or corrections to the minutes of the July 11, 2023, Regular Meeting and the July 19, 2023, Special Meeting.	**The minutes of the July 11, 2023, Regular Meeting and the July 19, 2023, Special Meeting will stand correct as presented.**
NEW BUSINESS		
District Board Chair Report	No report.	

<table>
<tr><th>AGENDA ITEM</th><th>DISCUSSION</th><th>ACTION / FOLLOW-UP</th></tr>
<tr><td>Proposed Action – Approve the June 2023 Financial Report</td><td>Margaret Kammer reviewed the June 2023 Finance Report. The report was provided as a handout.

BOARD MEMBER ROLL CALL:

<table><tr><td>McDougall</td><td>Yes</td><td>Rader</td><td>Yes</td></tr><tr><td>Stevens</td><td>Yes</td><td>Swerdlow</td><td>Yes</td></tr><tr><td>Tankersley</td><td>Absent</td><td colspan="2">Motion carried.</td></tr></table></td><td>M.S.C., (Stevens/Rader), the SGMHD Board of Directors approved the June 2023 Financial report as presented.</td></tr>
<tr><td>• Informational - Measure A expenditures – June 2023</td><td>Vice Chair Swerdlow noted that a copy of the Measure A funds and expenditures – June 2023 was included on the board tablets.</td><td></td></tr>
<tr><td>Quarterly Common Area Maintenance (CAM) Fees Report</td><td>Margaret Kammer briefly reviewed the Quarterly Common Area Maintenance Fees Report as included on the board tablets.</td><td></td></tr>
<tr><td>Proposed Action – Approve Resolution No. 2023-05</td><td>Margaret Kammer briefly reviewed Resolution No. 2023-05 which adjusts the Measure A tax rate from $62.420 per $100,000 assessed valuation for last year’s tax year, 2022/2023, down to $62.000 per $100,000 assessed valuation for the tax year 2023/2024. This tax rate is adjusted annually to pay the principal and interest on the Measure A bond debt.

BOARD MEMBER ROLL CALL:

<table><tr><td>McDougall</td><td>Yes</td><td>Rader</td><td>Yes</td></tr><tr><td>Stevens</td><td>Yes</td><td>Swerdlow</td><td>Yes</td></tr><tr><td>Tankersley</td><td>Absent</td><td colspan="2">Motion carried.</td></tr></table></td><td>M.S.C., (Rader/Stevens), the SGMHD Board of Directors voted to adopt Resolution No. 2023-05 as presented.</td></tr>
<tr><td>General Information</td><td>None.</td><td></td></tr>
<tr><td>Adjourn to Closed Session</td><td>Vice Chair, Swerdlow, reported the items to be reviewed and discussed and/or acted upon during Closed Session will be:

➢ Proposed Action – Approve Medical Staff Credentialing.

The meeting adjourned to Closed Session at 6:18 pm.</td><td></td></tr>
</table>

AGENDA ITEM	DISCUSSION	ACTION / FOLLOW-UP
Reconvene to Open Session	The meeting was reconvened to Open Session at 6:20 pm. At the request of Vice Chair, Swerdlow, Ariel Whitley reported on the actions taken/ information received during closed session as follows: ➢ Approved Medical Staff Credentialing	
Future Agenda Items	None	
Adjournment	The meeting was adjourned at 6:22 pm.	

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 Healthcare District 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 B

RESOLUTION NO. 2023-06

RESOLUTION OF SAN GORGONIO MEMORIAL HEALTHCARE DISTRICT AUTHORIZING THE EXECUTION AND DELIVERY OF A PROMISSORY NOTE, LOAN AND SECURITY AGREEMENT, AND CERTAIN ACTIONS IN CONNECTION THEREWITH FOR A LOAN UNDER THE DISTRESSED HOSPITAL LOAN PROGRAM

DISTRESSED HOSPITAL LOAN PROGRAM

WHEREAS, San Gorgonio Memorial Healthcare District ("Borrower") is a public hospital, as defined in Section 129381 of the Health and Safety Code;

WHEREAS, Borrower does not belong to an integrated health care system with more than two separately licensed hospital facilities;

WHEREAS, Borrower has determined that it is in its best interest to borrow an aggregate amount not to exceed $9,800,000.00 from the California Health Facilities Financing Authority (the "Lender") under the Distressed Hospital Loan Program, with that loan to be funded with the proceeds in the Distressed Hospital Loan Program Fund; and

WHEREAS, Borrower intends to use the loan for working capital related to the routine costs of providing care to patients, projects that are needed for urgent regulatory requirements needed to maintain operations, or revenue enhancing turnaround initiatives that will assist with returning the hospital to financial viability.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Borrower as follows:

Section 1. The Board of Directors of Borrower hereby approves the submission of an application for a loan from the Distressed Hospital Loan Program.

Section 2. Dennis Tankersley, Chair of the Board of Directors of Borrower and Lanny Swerdlow, Vice Chair of the Board of Directors of Borrower (each an "Authorized Officer") are hereby authorized and directed, for and on behalf of the Borrower, to do any and all things and to execute and deliver any and all documents that the Authorized Officers deem necessary or advisable to consummate the borrowing of moneys from the Lender and otherwise to effectuate the purposes of this Resolution and the transactions contemplated hereby.

Section 3. The proposed form of Loan and Security Agreement (the "Agreement"), which contains the terms of the loan, is hereby approved. The loan shall be in a principal amount not to exceed $9,800,000.00**,** shall not bear interest, and shall mature 72 months from the date of the executed Agreement between the Borrower and the Lender. Each of the Authorized Officers are hereby authorized and directed, for and on behalf of the Borrower, to execute the Agreement in substantially that form, which includes the Loan Funds Disbursement Certification, as well as the redirection of up to twenty percent (20%) of Medi-Cal reimbursements (checkwrite payments) to Lender in the event of default in accordance with Health and Safety Code section 129384, with those changes therein as the Authorized Officers may require or approve, that approval to be conclusively evidenced by the execution and delivery thereof.

Section 4. The proposed form of Promissory Note (the "Note") as evidence of the Borrower's obligation to repay the loan is hereby approved. The Authorized Officers are hereby authorized and directed, for and on behalf of the Borrower, to execute the Note in substantially said form, with those changes therein as the Authorized Officers may require or approve, that approval to be conclusively evidenced by the execution and delivery thereof.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of San Gorgonio Memorial Healthcare District held on the 5th day of September, 2023.

SECRETARY'S CERTIFICATE

I, Shannon McDougall, Secretary of San Gorgonio Memorial Healthcare District**,** hereby certify that the foregoing is a full, true and correct copy of a resolution duly adopted at a regular meeting of the Board of Directors of San Gorgonio Memorial Healthcare District duly and regularly held at the regular meeting place thereof on September 5, 2023**,** of which meeting all of the members of said Board of Directors had due notice and at which the required quorum was present and voting and the required majority approved said resolution by the following vote at said meeting:

Ayes:

Noes:

Absent:

I further certify that I have carefully compared the same with the original minutes of said meeting on file and of record in my office; that said resolution is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes; and that said resolution has not been amended, modified or rescinded since the date of its adoption, and is now in full force and effect.

_____

Shannon McDougall, Secretary

Date: _____

TAB C

San Gorgonio Memorial Hospital and San Gorgonio Memorial Health Care District

To: Finance Committee, Board of Directors, and District Board

Agenda Item for August 29, 2023, Finance Committee and September 5, 2023, Board Meetings

Subject:

Approve for acquisition of new Fluoroscopy equipment and construction associated with installation.

Background:

The current fixed fluoroscopy room is completely inoperable and not repairable. It is the only fixed system in the hospital. It is a requirement under California Title 22 that a hospital have a fluoroscopy room. This unit is used for upper GI exams, Barium enema's, hip injections and arthrograms as well as many outpatient general radiography studies. We will be submitting an emergency request to HCAI for approval of design plans and construction.

Diagnostic Imaging leadership has reviewed proposals from three fluoroscopy units vendors and selected the Philips DXR Proxi N90 HP. It provides both fluoroscopy and radiography useability. It is a dual detector system that will provide quality imaging at a lower radiation dose. The fluoroscopy table can accommodate patients up to 660 lbs. and supports barium swallow studies as well as special procedures.

Vendors reviewed:

- Canon – Still using an Image Intensifier for fluoroscopy which is outdated technology.
- GE – Much higher cost and does not provide the same tube coverage. Tims equipment for barium swallow studies is offered by GE at double the cost.
- Philips – Lower cost, faster delivery time, lifetime tube warranty

This decision was discussed with radiologist, Dr. Chae, who is supportive of Philips' purchase.

Funding:

The acquisition was anticipated to be done in FY2023, however due to financial constraints, it needed to be deferred. With the current emergency situation we will be funding this project from FY2024 capital budget, and making adjustments as appropriate.

Recommended Action: That the CEO be authorized to purchase Philips fluoroscopy unit ($472,652) as quoted and construction fees (TBD) as needed for installation.

Exhibit: Philips quote.

PHILIPS

Sold to:
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

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

Quote #: Q-00216413
Customer #: 94027010
Quote Date: 08/24/23
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

PHILIPS

Table of Content

PHILIPS

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	$ 6,642.76
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
Promotion Discount:				$ -5,000.00
• SKYFLOW 5K - CAP PROMO				$ 458,165.81
2	**989804850002**	**Air Shipment kit**	1	$ 1,891.40
3	**101659**	**CS Clinical Education DXR**		
3.1	989801256140	XR Additional Training 8 Hours OnSite	1	$ 3,650.00
				$ 3,650.00

Total Section Price: **$ 463,707.21**

	Total Price
Contract Discount	$ -499,996.35
Promotion Discount	$ -5,000.00

PHILIPS

Additional Discount	$ -34,861.94
Total Net Price	**$ 463,707.21**

(Optional Items)

Line	Article No.	Description	Qty	Net Price
1	**706110**	**DRF digital radiography and nearby fluoroscopy solution**		
	989801240006	(Opt) TIMS2000SP Philips CombiDiagnostProxiDiagnost	*1*	*$ 10,718.25*
	989801240053	(Opt) TIMS DVI Extender	*1*	*$ 1,068.00*
3	**101659**	**CS Clinical Education DXR**		
	989801256141	(Opt) XR Additional Training 16 Hours OnSite	*1*	*$ 4,600.00*

PHILIPS

2. Quote Details

Line	Description	Qty
1	**DRF digital radiography and nearby fluoroscopy solution** **Article No. 706110**	

Promotion Name	Promotion description
SKYFLOW 5K - CAP PROMO	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**	1

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

- 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.

<u>Exclusive Eleva user interface concepts</u>
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.

PHILIPS

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
Handover OnSite Education: 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.

Proxi Diagnost Follow Up Education**:** 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
Comprising:
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.** 1
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** 1
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** 1
Article No. NRFA093

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 Iodide (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** 1
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** 1
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 °

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** 1
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 CsI (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** 1
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%.

- 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** 1
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** 1
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

- 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** 1
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** 1
Article No. NRFA096

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** 1
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** 1
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** 1
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** 1
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** 1
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** 1
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** 1
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** 1
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** 1
Article No. 989801240006

TIMS 2000 SP Package

PHILIPS

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** 1
Article No. 989801240053

DVI Extension cable for TIMS installation

Line	Description	Qty
2	**Air Shipment kit** **Article No. 989804850002** Air Shipment kit	1

Line	Description	Qty
3	**CS Clinical Education DXR** **Article No. 101659**	

PHILIPS

3.1	**XR Additional Training 8 Hours OnSite** **Article No. 989801256140** A Philips Clinical Education Specialist will provide eight (8) hours of RAD or R/F OnSite Education for up to four (4) students, selected by customer, including technologists from night/weekend shifts if necessary. CEU credits may be available for each participant that meets the guidelines provided by Philips. Note: 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).	1
	(Opt) **XR Additional Training 16 Hours OnSite** **Article No. 989801256141** A Philips Clinical Education Specialist will provide sixteen (16) hours of RAD or RF OnSite Education for up to four (4) students, selected by customer, including technologists from night/weekend shifts if necessary. CEU credits may be available for each participant that meets the guidelines provided by Philips. Note: 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).	1

PHILIPS

3. Local Sales Terms and Conditions

Line	Product Code	Contract Name	Contract No.	Billing Plan
1	706110 DRF digital radiography and nearby fluoroscopy solution	Premier Multi-Modality Q3 2023 GB	Premier Multi-Modality Q3 2023 GB	0/80/20
2	989804850002 Air Shipment kit	Premier Multi-Modality Q3 2023 GB	Premier Multi-Modality Q3 2023 GB	0/80/20
3	101659 CS Clinical Education DXR	Premier Multi-Modality Q3 2023 GB	Premier Multi-Modality Q3 2023 GB	0/80/20

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

PHILIPS

4. Signature Page

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

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

	Total Price
Total Net Price	$ 463,707.21

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 SIGNATURE
by its authorized representative

Signature: _____
Print Name: _____
Title: _____
_____
_____
Date: _____

PHILIPS SIGNATURE
by its authorized representative

Signature: _____
Print Name: _____
Title: _____
_____
_____
Date: _____

PHILIPS

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. Quotation, Order and Payment.

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. Technical Changes; Obsolescence of the Product.

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. Product Damages and Returns.

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, cyber-attack, 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. 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) (I) (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 concerns 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 schedule shall take precedent.

PHILIPS

Schedule 1
Imaging Systems Portfolio (IS) Rev 21

Product Category	Products
Image Guided Therapy (IGT)	Interventional X-Ray (iXR)
	Mobile C-Arms (Surg)
	Philips Image Guided Therapy Corporation (IGTD)fka Volcano
Imaging Clinical Applications (ICAP)	IntelliSpace Portal (ISP)
Diagnostic Imaging	Digital X-Ray (DXR)
	Computed Tomography (CT)
	Magnetic Resonance (MR)
	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 theproposed 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 Licensed Software'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 andservices, 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.

PHILIPS

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. Subscription Term.

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. Subscription Service Requirements.

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 anti-virus 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 D

San Gorgonio Memorial Hospital and San Gorgonio Memorial Health Care District

To: Finance Committee, Board of Directors, and District Board

Agenda Item for August 29, 2023, Finance Committee and September 5, 2023, Board Meetings

Subject:

Approve for acquisition of new Ultraviolet Sterilization System.

Background:

The hospital has historically used a chemical "fogging" system which aerosolizes a bleach solution into the area that needs to be sterilized. The process involves closing off the room for approximately 3 hours and requires the ventilation to the room be closed off with Styrofoam covers for vents and fire alarm detectors creating potential safety issues. The proposed system takes only 15 – 20 minutes and utilizing ultraviolet lights, which is non-toxic and newer technology. This system is less labor intensive and provides documentation of the sterilization that is not available from the old technology.

Funding:

The acquisition was not included in the FY2024 capital budget as a line item but would be considered as a discretionary item.

Recommended Action: That the CEO be authorized to purchase Aero-HygenX SparX Shuttle unit ($25,560) as quoted.

Exhibit: Aero-HygenX quote.

aero hygenx®

PRODUCT ORDER FORM

2023081000

August 21, 2023

217-150 Katimavik Road • Ottawa • Ontario, Canada • K2I2N2
TEL: +1.800.260.0787

Felipe Medrano
EVS Direcor
(951) 845-1122 Ext. 2144
FMedrano@sgmh.org
San Gorgonio Memorial Hospital
600 N. Highland Springs Ave.
Banning, CA 92220

PRODUCT	DESCRIPTION	COST (USD)	QTY	EXTENDED COST (USD)
AHX-SHUTTLE-03	SparX Shuttle system. Includes 3 SparX units and transportation stand. HygenX Stream application access for one user for one year.	$19,500.00	1	$19,500.00
AHX-TRN-0000	On-site system configuration and 4 hour training on the use of the SPARX Shuttle for up to 10 staff members.	$4,500.00	1	$4,500.00
AHX-STREAM-0000	Hygenx Stream Application and Report Access. Cost per user per month is $40.00. Cost per user / year is $480.00.	$480.00	2	$960.00
GROUND SHIPPING	Estimated Ground Shipping Costs for SparX Shuttle.	$600.00	1	$600.00
	TOTAL			**$25,560.00**

Delivery Method:	Shipping of product to customer premises. Expected lead time is 2 weeks from receipt of purchase order.	Jimmy Garcia-Meza
Quotation expires:	September 4, 2023	jimmy@aerohygenx.com
Payment Terms:	50% with Purchase Order, 50% upon delivery of products	(703) 965-6286

For your convenience, you may e-mail a confirmation to the account executive, or return a signed copy of this document, or send a duly signed Purchase Order in company letterhead to sales@aerohygenx.com. Completion and signature of this form or the reception of a signed Purchase Order will authorize Aero HygenX Inc. to send an invoice and to activate the device licenses and initiate any development work subject to this Product Order Form.

Ordered By:

Customer Name

VAT Number

Authorized Signature

Title

PO# (If Required)

Billing Contact Name

Billing Contact Phone

All Sales are final and subject to the terms and conditions of the Aero HygenX Terms of Sale listed at https://aerohygenx.com/terms/terms-of-sale, the Aero HygenX End User License Agreement listed at https://www.aerohygenx.com/terms/eula, and to the Aero HygenX Privacy Policy at https://aerohygenx.com/terms/privacy/.

WIRE INSTRUCTIONS

For the benefit of:	Aero HygenX Inc.	**Electronic payment/Routing Number (if required, JP Morgan Chase)**	21000021
Bank Name:	Royal Bank of Canada	**Transit / Bramch:**	00006
		Insitution Number or Bank ID:	003
		SWIFT Code:	ROYCCAT2
		Account Number:	4020111

TAB E

San Gorgonio Memorial Hospital and San Gorgonio Memorial Health Care District
To: The Healthcare District Board
Agenda Item for September 5, 2023, Board Meeting

Subject:
Approve the Acquisition of Replacement Lights for OR 3

Background:
The current overhead OR surgical lights are over fifty years old. They are on a fixed track, very cumbersome, and offer poor light for surgeon visibility. Currently, the lights are not working anymore. This will impact on our ability to perform surgical procedures in the room. Without updated lights, OR 3 will only be useful for endoscopy procedures. OR 3 is our back up room for emergency C-Sections in the event both OR's are in use. This creates vulnerability and patient safety issues.

Recommended Action: Approve the acquisition of HarmonyAIR G-Series Dual Lights for OR3 and the costs associated with installation (quoted: $142,496.07)

Exhibit: Steris Quote

STERIS Corporation
5960 Heisley Road
Mentor, OH 44060-1834 • USA
440-354-2600
GLN: 0724995000004

QUOTATION

SAN GORGONIO MEMORIAL HOSPITAL
Acct:44002 GLN: 1100005798250
600 N HIGHLAND SPRINGS AVE
BANNING, CA 92220, US

ATTN: CHRISTINA PARKER, Surgical Services Materials Coordinator (Phone: 951.769.2137)

Please submit your quote and purchase order directly to your Account Manager or to RegionalSalesSupport@steris.com

STERIS Quote No: DSTAUDE1386644

Date: 10-Mar-2023

Submitted By:
Darcy Schroeder, Account Manager

STERIS is pleased to make the following proposal for your consideration:

Quoted incentives will only be applicable if purchase order is received by X and all products are delivered by Y

STERIS Account Manager will confirm the delivery date with Customer roughly 45 days prior to scheduled shipment. At that point, the manufacturing process cannot be altered. In the event the Customer extends the agreed upon delivery date, title to equipment will transfer from STERIS to the Customer post-shipment, and applicable storage and handling fees may be applied.

Item	Equipment #	Description	Quantity	Extended Discount Price
1.0000	**LGH06V** **GTIN: 00724995207632**	**HarmonyAIR G-Series Dual Light, HD Camera Ready, Gen 2** • Contract: GR PREMIER ACCOMMODATION TIER 1	1	25,495.92
1.0010	**LGH0001V**	**G-Series Gen 2 HD Hub Parts Pack**	1	1,783.17
1.0010	**LY01**	**Control Panel Rough-in Box With Mud Ring** • Contract: GR PREMIER PP-OR-1951 OR LIGHTS AND BOOMS TIER 2	1	60.23
1.0020	**LV00006**	**Suspension Tube 9 Inch/225mm** • Contract: GR PREMIER PP-OR-1951 OR LIGHTS AND BOOMS TIER 2	1	373.98
2.0000	**LB29**	**Harmony Single Mount Surgical Lighting Structural Plate** • Contract: GR PREMIER PP-OR-1951 OR LIGHTS AND BOOMS TIER 2	1	1,134.65
3.0000	**SE601772**	**Install Preassembled Harmony Light, No FPM** - Pricing Includes Evening/Weekend Installation Labor	1	2,640.00
4.0000	**SHIPPING & HANDLING**	**CHARGES**	1	2,611.43
5.0000	**SE60190**	**SS Renovation Site Services**	1	107,531.25
6.0000	**ENERGYORIGINSS**	**Energy Market Origination**	1	865.44
Currency: USD		**Quote Total Excluding Taxes**		**142,496.07**

NOTE: ALL TAXES ARE EXCLUDED UNLESS OTHERWISE STATED. IF EXEMPT, PROOF OF TAX EXEMPTION MUST ACCOMPANY ALL PURCHASE ORDERS.

NOTE: Under present circumstances, this quotation may be considered firm for thirty (30) days from this date. Acceptance later is subject to confirmation. Our quotation is extended on the basis of shipment being made within twelve (12) months after receipt of purchase order or contract. For extended shipments, add ½% per month for any subsequent period beyond (12) months.

Term of Payment: NET 30

Terms of Shipping: PPA (Prepay & Add)

FOB: Origin

DELIVERY INSTRUCTIONS

Customer Purchase Order: _____

STERIS Sales Order Number: _____

Delivery Address: _____

Dock Days _____

Dock Hours _____

Precall Required Yes No

Note: Carrier will call 24 hours in advance of shipment to notify of delivery the following day.

Appointment Required Yes No

Note: If appointment required, carrier will hold shipment till contact below is reached to set a delivery appointment.

Receiving Contact for Required Precall _____

Receiving Contact Phone _____

Receiving Contact Email _____

Dock with Leveler Yes No

Standard Size Dock (48-52" High) Yes No

Accommodate 75ft x 13.5ft H Tractor Trailer (Trailer plus sleeper unit) **Yes**

If no, please specify max length/height of truck that can deliver _____

Proper equipment available at Customer site to unload the equipment Yes No

Note: <1,000lbs: a pallet jack probably would suffice; >1,000lbs a fork lift would probably be the preferred method

Liftgate Required* Yes No

Inside Delivery Beyond the Dock* Yes No

If yes, provide final delivery location (e.g. Room 204, Floor 4) _____

Equipment to be delivered to a construction site Yes No

If yes, PPE may be required by carrier. Please specify what PP will be required for delivery. _____

Union Drivers Required on Site Yes No

Updated on: **4/29/2022**

* = Additional Charges Apply

By:
Darcy Schroeder
Account Manager

STERIS Corporation
5960 Heisley Road
Mentor, OH 44060
Tel: 440-354-2600
Fax: 440-639-4450

Accepted For:
SAN GORGONIO MEMORIAL HOSPITAL
Acct:44002 GLN: 1100005798250

Signature: _____

Title: _____

Date: _____

E-mail: _____

Purchase Order: _____

Want Date: _____

Ship To Address: _____

_____

Bill To Address: _____

_____

View order history and place orders for accessories, consumables and parts on-line. Visit us at https://shop.steris.com