

#### AGENDA

#### REGULAR MEETING OF THE BOARD OF DIRECTORS Tuesday, July 11, 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
  - June 6, 2023, regular meeting

#### **NEW BUSINESS**

IV.	District Board Chair Report	D. Tankersley	verbal
V.	*Proposed Action - Approve May 2023 Financial Report • ROLL CALL	M. Kammer	В
	• Informational: Measure A Funds Report – May 2023		С
VI.	* Proposed Action – Approve Data Center Upgrade not to exceed \$300K upon approval • ROLL CALL	C. Maja	handout
VII.	*Proposed Action – Adopt Resolution No. 2023-03 (A resolution of the Board of Directors of the San Gorgonio Memorial Health Care District to change its name to San Gorgonio Memorial Healthcare District) • ROLL CALL	S. Barron	D
VIII.	<ul> <li>* Proposed Action – Adopt Resolution No. 2023-04         <ul> <li>(A resolution of the San Gorgonio Memorial Healthcare District Board of Directors approving the form and authorizing the execut and delivery of an equipment lease agreement in connection with t acquisition of equipment and approving certain related actions)</li> <li>ROLL CALL</li> </ul> </li> </ul>		Ε
IX.	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)		
X.	ADJOURN TO CLOSED SESSION		
	RECONVENE TO OPEN SESSION		
***	<b>REPORT ON ACTIONS TAKEN DURING CLOSED SESSION</b>	D. Tankersley	
XI.	Future Agenda Items		
XII.	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 July 11, 2023

#### **Certification of Posting**

I certify that on July 7, 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 July 7, 2023 (inel Whitley

Ariel Whitley, Executive Assistant

TAB A

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

June 6, 2023

The regular meeting of the San Gorgonio Memorial Hospital Board of Directors was held on Tuesday, June 6, 2023, in Modular C meeting room, 600 N. Highland Springs Avenue, Banning, California.

Members Present: Ron Rader, Randal Stevens, Lanny Swerdlow, Dennis Tankersley (Chair)

Members Absent: Shannon McDougall

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

AGENDA ITEM	DISCUSSION	ACTION / FOLLOW-UP
Call To Order	Board Chair, Dennis Tankersley called the meeting to order at 5:53 pm.	
Public Comment	No public comment.	
OLD BUSINESS		
Proposed Action - Approve Minutes	Chair Tankersley asked for any changes or corrections to the minutes of the May 2, 2023, regular meeting.	The minutes of the May 2, 2023, regular meeting will stand
May 2, 2023, regular meeting.		correct as presented.
NEW BUSINESS	1	
District Board Chair Report	No report.	

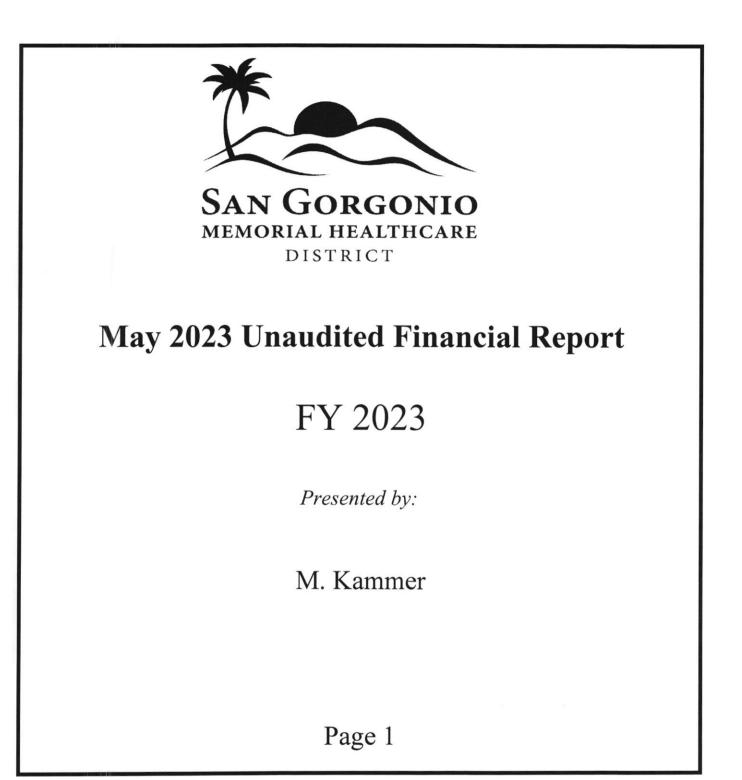
AGENDA ITEM		ACTION / FOLLOW-UP						
Proposed Action – Approve the April 2023 Financial Report	Margaret Kamm The report was p BOARD MEMB	M.S.C., (Tankersley/Rader), the SGMHD Board of Directors approved the April						
	McDougall Stevens Tankersley	Absent Yes Yes	RaderSwerdlowMotion carried	Yes Yes	2023 Financial report as presented.			
• Informational - Measure A expenditures – April 2023	Chair Tankersley and expenditure tablets.							
Proposed Action - Approve Annual Insurance Renewals	The Annual Insu O Profe O Direc O Empl O Auto O Work BOARD MEMB	M.S.C., (Stevens/Swerdlow), the SGMHD Board of Directors voted to approve the Annual Insurance Renewals as presented.						
	McDougall Stevens Tankersley	Absent Yes Yes	RaderSwerdlowMotion carried	Yes Yes				
Measure H Community Oversight Committee	Committee Chai minutes of the Oversight Comr tablets.							
Measure A Community Oversight Committee	Committee Chai minutes of the Oversight Comr tablets.							
General Information	None.							
Adjourn to Closed Session	discussed and/or <ul> <li>Proposed</li> </ul>	<ul> <li>Chair, Tankersley reported the items to be reviewed and discussed and/or acted upon during Closed Session will be:</li> <li>Proposed Action – Approve Medical Staff Credentialing.</li> </ul>						

AGENDA ITEM	DISCUSSION	ACTION / FOLLOW-UP
	The meeting adjourned to Closed Session at 5:59 pm.	
Reconvene to Open Session	<ul> <li>The meeting was reconvened to Open Session at 6: pm.</li> <li>At the request of Chair, Tankersley, Ariel Whitley reported on the actions taken/ information received during closed session as follows:</li> <li>Approved Medical Staff Credentialing</li> </ul>	
Future Agenda Items	None.	
Adjournment	The meeting was adjourned at 6:01 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



### SAN GORGONIO MEMORIAL DISTRICT BANNING, CALIFORNIA

5/31/23

FY 2023	ACT CUR 05/31/23	BUD CUR 05/31/23	PRIOR YR 05/31/22	ACT YTD 05/31/23	BUD YTD 05/31/23	Prior YTD 05/31/22
Gross Patient Revenue	-	5				
Inpatient Routine Revenue	\$0	\$0	\$0	\$0	\$0	\$0
Inpatient Ancillary Revenue	\$0	\$0	\$0	\$0	\$0	\$0
Outpatient Revenue	\$0	\$0	\$0	\$0	\$0	\$0
Long Term Care Revenue	\$0	\$0	\$0	\$0	\$0	\$0
Home Health Revenue	\$0	\$0	\$0	\$0	\$0	\$0
Total Gross Patient Revenue	\$0	\$0	\$0	\$0	\$0	\$0
Discounts and Allowances	\$0	\$0	\$0	\$0	\$0	\$0
Bad Debt Expense (Governmental Provic		\$0	\$0	\$0	\$0	\$0
Prior Year Settlements	\$0	\$0	\$0	\$0	\$0	\$0
Charity Care	\$0	\$0	\$0	\$0	\$0	\$0
Total Deductions From Revenue		\$0	\$0	\$0	\$0	\$0
Net Patient Revenue	\$0	\$0	\$0	\$0	\$0	\$0
	<b>C</b> C	<b>*</b> *	**			
ther Operating Revenue Clinic Revenues	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0	\$0
Tax Subsidies Measure D	\$246,994	\$246,994	\$0 \$233,333		\$0 \$2,710,022	\$0
Tax Subsidies Measure D	\$246,994 \$154,500	\$246,994 \$154,500		\$2,716,932	\$2,716,932 \$1,699,500	\$1,866,664
Other Non-Operating Revenue - Grants	\$154,500	\$154,500	\$150,000 \$0	\$1,669,500 \$27,692	\$1,699,500 \$119,167	\$1,200,000
Other Non-Operating Revenue - Grants	\$401,494	\$401,494	\$383,333	\$4,414,124	\$4,535,599	\$0 \$3,066,664
EXPENSES						
Salaries and Wages	\$0	\$0	\$0	\$0	\$0	\$0
Fringe Benefits	\$0	\$0	\$0	\$0	\$0	\$0
Contract Labor	\$0	\$0	\$0	\$0	\$0	\$0
Physicians Fees	\$0	\$0	\$0	\$0	\$0	\$0
Purchased Services	\$15,479	\$134,079	\$13,948	\$164,511	\$78,146	\$209,158
Supply Expense	\$0	\$0	\$0	\$0	\$0	\$0
Utilities	\$996	\$3,616	\$2,699	\$22,441	\$25,667	\$18,133
Repairs and Maintenance	\$36,454	\$10,638	\$15,296	\$131,577	\$117,333	\$71,045
Insurance Expense	\$0	\$0	\$0	\$0	\$0	\$0
All Other Operating Expenses	\$0	\$8	\$0	\$216,754	\$150,000	\$0
IGT Expense	\$0	\$0	\$0	\$0	\$0	\$0
Leases and Rentals	\$0	\$0	\$0	\$0	\$0	\$0
Clinic Expenses	\$0 <b>\$52,929</b>	\$0 <b>\$148,341</b>	\$0 \$31,943	\$0 <b>\$535,283</b>	\$0 \$371,146	\$0 \$298,336
EBIDA	\$348,565	\$253,153	\$351.390	\$3.878.841	\$4,164,453	\$2,768,328

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#### **Balance Sheet - Assets**

### SAN GORGONIO MEMORIAL HEALTHCARE DISTRICT BANNING, CALIFORNIA

5/31/23

					PAGE 3
			ASSETS		
	Current	Prior	Positive/		Prior
	Month	Month	(Negative)	Percentage	Year
-	05/31/2023	04/30/2023	Variance	Variance	06/30/2022
Current Assets -DISTRICT ONLY					\$0
Cash and Cash Equivalents	\$2,148,432	\$1,422,434	\$725,998	-2%	\$1,873,283
Gross Patient Accounts Receivable	\$0	\$0	\$0	0.00%	\$0
Less: Bad Debt and Allowance Reserve	\$0	\$0	\$0	0.00%	\$0
Net Patient Accounts Receivable	\$0	\$0	\$0	0.00%	\$0
Interest Receivable	\$6,039,876	\$5,414,365	\$625,511	906%	\$1,178,859
Other Receivables	\$660,465	\$660,465	\$0	0%	\$660,465
Inventories	\$0	\$0	\$0	0.00%	\$0
Prepaid Expenses	\$126,169	\$126,169	\$0	0%	\$426,159
Due From Third Party Payers	\$0	\$0	\$0	0.00%	\$0
Due From Affiliates/Related Organization	\$0	\$0	\$0	0.00%	\$0
Other Current Assets	\$0	\$0	\$0	0.00%	\$0 \$0
Total Current Assets	\$8,974,942	\$7,623,433	\$1,351,509	33%	\$4,138,766
			+ .,		\$4,100,100
Assets Whose Use is Limited			¢0	0.000/	
Cash	¢47.000.040	£40.000.000	\$0	0.00%	
Investments	\$17,266,949	\$10,889,203	\$6,377,746	1%	\$12,704,494
Bond Reserve/Debt Retirement Fund			\$0	0.00%	\$0
Trustee Held Funds			\$0	0.00%	\$0
Funded Depreciation			\$0	0.00%	\$0
Board Designated Funds			\$0	0.00%	\$0
Other Limited Use Assets	\$0	\$0	\$0	0.00%	\$0
Total Limited Use Assets	\$17,266,949	\$10,889,203	\$0 <b>\$6,377,746</b>	0.00% <b>1%</b>	\$0 <b>\$12,704,494</b>
Total Linited Ose Assets	ψ17,200,0 <del>4</del> 0	\$10,000,200	\$0,577,740	170	\$12,704,434
Property, Plant, and Equipment					
Land and Land Improvements	\$4,828,182	\$4,828,182	\$0	0%	\$4,828,182
Building and Building Improvements	\$129,281,491	\$129,281,491	\$0	0%	\$129,281,561
Equipment	\$27,119,506	\$27,119,506	\$0	0%	\$26,856,789
Construction In Progress	\$3,156,065	\$3,080,099	\$75,966	0%	\$1,679,782
Capitalized Interest				0.00%	\$0
Gross Property, Plant, and Equipme	\$164,385,244	\$164,309,278	\$75,966	0%	\$162,646,314
Less: Accumulated Depreciation	(\$92,426,609)	(\$92,020,159)	(\$406,450)	1%	
					(\$89,145,667)
Net Property, Plant, and Equipment	\$71,958,635	\$72,289,119	(\$330,484)	-1%	\$73,500,647
Other Assets					
Unamortized Loan Costs	\$627,385	\$627,385	\$614,440	0.00%	\$614,440
Assets Held for Future Use	<i>\\\\</i>	<i><b>4</b>021,000</i>	\$014,440	4%	\$614,446
Investments in Subsidiary/Affiliated Org.	\$31,431,679	\$24,143,086	\$7,288,593	0.00%	\$0
Other	\$51,451,075	\$24,140,000	ψ1,200,000	0.0070	φυ
ouer					
Total Other Assets	\$32,059,064	\$24,770,471	\$7,903,033	4%	\$614,440
TOTAL UNRESTRICTED ASSETS	\$130,259,590	\$115,572,226	\$14,687,364	1%	\$90,958,347
Restricted Assets	\$0	\$0	\$0	0.00%	\$0
TOTAL ASSETS	\$130,259,590	\$115,572,226	\$14,687,364	1%	\$90,958,347
	ψ100,200,000	W110,012,220	\$14,007,004		+00,000,047

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### Balance Sheet - Liabilities and Net Assets SAN GORGONIO MEMORIAL HEALTHCARE DISTRICT BANNING, CALIFORNIA

5/31/23

			Positive/		
	Cur Month	Prior Month	(Negative)	Percentage	PRIOR YEAR
Current Liabilities	05/31/2023	04/30/2023	Variance	Variance	06/30/2022
Accounts Payable	\$1,189,951	\$506,662	\$683,289	-22%	\$980,448
Notes and Loans Payable	\$0	\$0	\$0	0.00%	\$0
Accounts Payable- Construction	\$0	\$0	\$0	0.00%	\$0
Accrued Payroll Taxes	\$0	\$0	\$0	0.00%	\$0
Accrued Benefits	\$0	\$0	\$0	0.00%	\$0
Accrued Pension Expense (Current Portion)	\$0	\$0	\$0	0.00%	\$0
Other Accrued Expenses	\$0	\$0	\$0	0.00%	\$0
Accrued GO Bond Interest Payable	\$1,085,066	\$1,079,439	\$5,627	40%	\$2,526,756
Property Tax Payable	\$0	\$0	\$0	0.00%	\$0
Due to Third Party Payers	\$0	\$0	\$0	0.00%	\$0
Advances From Third Party Payers	\$0	\$0	\$0	0.00%	\$0
Current Portion of LTD (Bonds/Mortgages)	\$2,335,000	\$2,335,000	\$0	0%	\$2,335,000
Current Portion of LTD (Leases)	\$0	\$0	\$0	0.00%	\$0
Other Current Liabilities	\$0	\$0	\$0	0.00%	\$0
Total Current Liabilities	\$4,610,017	\$3,921,101	\$688,916	-8%	\$5,842,204
Long Term Debt					
Bonds/Mortgages Payable	\$99,543,964	\$99,543,964	\$0	0%	\$103,043,956
Revenue Bond Payable	\$20,200,879	\$7,252,548	\$12,948,331	0%	\$2,293,348
Current Portion	,	***	\$0	0.00%	\$0
Total Long Term Debt	\$119,744,843	\$106,796,512	\$12,948,331	0%	\$105,337,304
Other Long Term Liabilities					
Deferred Revenue			\$0	0.00%	<b>*</b> 0
Accrued Pension Expense (Net of Current	1		\$0 \$0		\$0
Accided Fension Expense (Net of Current	\$0	\$0	\$0 \$0	0.00%	\$0
Other	\$0 \$0	\$0 \$0	\$0 \$0	0.000/	<b>*</b> •
Total Other Long Term Liabilities	<b>\$</b> 0	<b>4</b> 0	\$0 <b>\$0</b>	0.00%	\$0
Total Other Long Term Liabilities			\$0	0.00%	\$0
TOTAL LIABILITIES	\$124,354,860	\$110,717,613	\$13,637,247	0%	\$111,179,508
Net Assets:					
Unrestricted Fund Balance	\$2,560,293	\$2,560,293	\$0	1%	(\$1,141,993)
Temporarily Restricted Fund Balance	\$0	\$0	\$0	0.00%	(\$1,141,333) \$0
Restricted Fund Balance	\$0	\$0	\$0 \$0	0.00%	\$0 \$0
Net Revenue/(Expenses)	\$3,344,437	\$2,294,320	\$1,050,117	106%	\$2,216,045
	<b>+ () ( ) () ()</b>	+1,20 1,020	\$1,000,117	10070	
TOTAL NET ASSETS	\$5,904,730	\$4,854,613	\$1,050,117	2104%	\$1,074,052
-			. ,,		\$1,01 4,00L
TOTAL LIABILITIES					
AND NET ASSETS	\$130,259,590	\$115,572,226	\$14,687,364	-1%	\$112,253,560
=				. //	+.12,200,000

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TAB C

# San Gorgonio Memorial Healthcare District

## Measure A analysis of Project Funds Paid by General Category

5/31/2023					
	Measure A	Current	Month-Measure A	[	District Funds
	Project-to-Date		<u>5/31/2023</u>		5/31/2023
Computer Equipment	\$ 5,311,028	\$	-		
Radiology Equipment	\$ 1,526,641	\$	-		
Legal/Regulatory/Bonds	\$ 3,143,910	\$	-		
Architechtural (HDR)-ALL PHASE 1 PROJE	\$ 11,756,851	\$	-		
Construction Management-ALL PHASE 1 I	\$ 12,875,601	\$	-		
Contractors 1-A (HELIPAD/COOLING TOW	\$ 7,814,103	\$	-		
Other	\$ 3,021,460	\$	-		
Contractors 1-B (CENTRAL PLANT)	\$ 20,800,201	\$	-		
Contractors 1-C (ED/ICU)	\$ 28,157,355	\$	-		
Contractors 1-E Dietary Remodel	\$ 5,225,946	\$	-		
Contractors 1-Medley Project	\$ 4,796,620	\$	-		
Previous Expenditures for Measure A-Phase 1	\$ 104,429,717	\$	-	-	
Contractors, Architect, Mgmt - 2-A Patient Facility prior to 9	\$ 7,015,575				
Expenditures prior to 9/01/14 all phases	\$ 111,445,293				
Project expenditures using District Funds					
TCU Coversion 0001	\$0.00		\$0.00	\$	108,612
Medical Records Conversion 0004	\$0.00		\$0.00	\$	13,618
Pharmacy Conversion 0005	\$0.00		\$0.00	\$	50,447
CIP Patient Care Facility-0008	\$0.00		\$0.00	\$	2,100
Project Expenditures using Measure A funds					
TCU Coversion 0001	\$ 539,852.53		\$0.00		
Medical Records Conversion 0004	\$0.00		\$0.00		
Pharmacy Conversion 0005	\$0.00		\$0.00		
CIP Patient Care Facility-0008	\$1,338,416.28		\$0.00		\$0.00
OR Electrical Conversion	\$0.00		\$0.00		\$39,751.00
Other Construction Costs	\$150,247.92		\$0.00		
Other Non-Construction Costs	\$193,576.42		\$0.00		\$5,955.22
Total Expenditures	\$ 113,667,386	\$	-	\$	220,483

PROCEEDS SUMMARY:		
Initial Project Fund transfer from sale of General Obligation Bonds 2006 A to FSA	<b>`</b>	25,200,349
Initial Project Fund Transfer from sale of General Obligation Bonds 2006 B (08/08	1.	24,876,964.91
Initial Project Fund from sale of General Obligation Bonds 2006 C (08/14/2009)		57,800,000
Planholder Checks project to date and refunds for overpayments		24,072
HDR Returned payments		139,979
Initial Proceeds		108,041,365
Investment Income		
FSA Inc. (Series 2006 A)		1,762,060
BB&T GIC (Series 2008 B)		1,461,176
Bank of Hemet Series A		1,001
City National Money Market		81
GE Capital (Series 2009 C)		2,638,823
Security Bank Money Market		39,465
Interest Income SUBTOTAL		5,902,607
Total Proceeds Available for Measure A:	\$	113,943,972

Projected Interest by end of Project>	 5,912,351
Total Projected Proceeds Available for Measure A:	\$ 113,953,716

Total Measure A Funds Initial Proceeds (from above)		108,041,364.81
Add:	Rate	Interest Income
FSA Inc. (Series 2006 A), FY 07	5.27%	1,030,536.43
FSA Inc. (Series 2006 A), FY 08	5.27%	635,706.73
FSA Inc. (Series 2006 A), FY 09	5.27%	95,817.32
BB&T GIC (Series 2008 B) FY 09	4.94%	680,384
BB&T GIC (Series 2008 B) FY 10	4.94%	648,151
BB&T GIC (Series 2008 B) FY 11	4.94%	132,640
GE Capital (Series 2009 C) FY 10	1.75%	688,722
GE Capital (Series 2009 C) FY 11	1.75%	956,529
GE Capital (Series 2009 C) FY 12	1.75%	591,104.24
GE Capital (Series 2009 C) FY 13	1.75%	293,402.39
GE Capital (Series 2009 C) FY 14	1.75%	109,065.59
Bank of Hemet Series A		1,001
City National Money Market		81
Security Bank Construction funds		1,126
Security Bank Construction Money Market		38,339
Total Interest Income earned		\$ 5,902,607
Project Expendit	ures (from above)	\$ 113,667,386
Total Consolidated Funds available:		\$ 276,586.05
	spent to date	100%

MEASURE A BALANCES:		
	Balances as of 05/31/202	23
Bank of Hemet Series A	4310	-
Security Bank of California Construction Fu	1812	5,990
Security Bank of California Money Market	2509	270,596
Total Balances	\$	276,586

TAB D

#### **RESOLUTION NO. 2023-03**

### A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN GORGONIO MEMORIAL HEALTH CARE DISTRICT TO CHANGE ITS NAME TO SAN GORGONIO MEMORIAL HEALTHCARE DISTRICT

WHEREAS, the San Gorgonio Memorial Health Care District (the "District") is a health care district formed and operating under the Local Health Care District Law set forth in Health and Safety Code section 32000 et seq. (the "Law"), located in Riverside County, California; and

**WHEREAS,** pursuant to a resolution made by the District Board of Directors on April 11, 1995, the current name of the District was adopted to conform with changes to the Law; and

WHEREAS, the District desires to change its name to San Gorgonio Memorial Healthcare District, in order to be consistent with how the name appears at its facilities, its licenses, and its communications.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Directors of the San Gorgonio Memorial Health Care District: That San Gorgonio Memorial Health Care District shall hence forth be referred to as San Gorgonio Memorial Healthcare District.

**FURTHER RESOLVED**: That Shannon McDougall, Secretary for the District, shall file a verified copy of this resolution with the County Clerk for the County of Riverside pursuant to Health & Safety Code section 32137.

**FURTHER RESOLVED**: That the Officers of this District (including, but not limited to, Steven Barron, CEO) be, and hereby are, authorized and directed to execute such further documents, and to take such further steps as may be required in order to carry out the intent of this resolution.

**FURTHER RESOLVED**: That this Resolution shall take effect immediately upon its adoption.

## PASSED, APPROVED AND ADOPTED this 11th day of July 2023 by the following vote:

AYES: NOES: ABSENT: ABSTENTIONS:

> By: \_\_\_\_\_ Dennis Tankesley, Chair Board of Directors San Gorgonio Memorial Health Care District

I hereby certify that the foregoing resolution was duly adopted at a meeting of the Board of Directors of the San Gorgonio Memorial Health Care District held on the 11<sup>th</sup> day of July, 2023.

By:
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Shannon McDougall, Secretary Board of Directors San Gorgonio Memorial Health Care District TAB E

#### **RESOLUTION NO. 2023-04**

## RESOLUTION OF THE SAN GORGONIO MEMORIAL HEALTHCARE DISTRICT BOARD OF DIRECTORS APPROVING THE FORM AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN EQUIPMENT LEASE AGREEMENT IN CONNECTION WITH THE ACQUISITION OF EQUIPMENT AND APPROVING CERTAIN RELATED ACTIONS

WHEREAS, the District, a body politic and local healthcare district organized under the Local Health Care District Law (constituting Division 23 of the California Health and Safety Code) is authorized by the laws of the State of California to acquire and lease certain equipment and other property for the benefit of the District and its inhabitants and to enter into contracts with respect thereto;

WHEREAS, in order to properly operate the District's facilities, the Board has determined that a true and very real need now exists for the acquisition and lease of certain capital equipment from Mindray pursuant to a proposal dated June 21, 2023, to be used in its health facilities (the "Equipment") on the terms and conditions herein provided;

**WHEREAS**, the District proposes to borrow monies in order to acquire the Equipment, and reimburse or pay certain of its costs thereof, including, but not limited to any or all expenses incidental thereto or connected therewith;

WHEREAS, in order to finance the acquisition of the Equipment, the District has determined to engage in an equipment finance lease transaction with Med One Capital Funding, LLC (the "Lessor"), whereby the Lessor will lend monies to the District with which the Equipment will be acquired in consideration of the District's agreement to provide the Lessor a security interest in the Equipment and to make certain lease payments to Lessor;

WHEREAS, the Board deems it is for the benefit of the District and the efficient and effective administration thereof to enter into an Equipment Lease Agreement, expected to be dated in July of 2023 (the "Agreement"), and various other agreements and certificates for the acquisition and financing of the Equipment pursuant to the Agreement, to be more specifically described in the terms and conditions therein and herein;

WHEREAS, the District has determined to take all necessary action to accomplish the proposed financing with Lessor, pursuant to the provisions of section 32130.6(b) of the California Health and Safety Code; and

WHEREAS, pursuant to section 5852.1 of the California Government Code, certain information relating to the Agreement is set forth in Appendix A attached to this Resolution, and such information is hereby disclosed and made public.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Directors (the "Board") of San Gorgonio Memorial Healthcare District (the "District"), as follows:

Section 1. The negotiation of certain material terms contained in the Agreement and the borrowing of monies used to select, negotiate and acquire the Equipment pursuant to the District's entering into a lease financing with Lessor pursuant to the Agreement and involving an aggregate principal amount of not to exceed \$1,200,000 and granting of a security interest in the Equipment (all such actions being collectively referred to herein as the "Financing"), is hereby authorized and approved.

Section 2. The findings and declarations of the District contained in the above "WHEREAS" clauses are true and correct and are hereby incorporated into this Resolution by this reference. The District is authorized to enter into the Agreement, and execute and deliver any other agreements, certificates and other documents relating to and effecting the Financing, and to lease the Equipment.

Section 3. The form of the Agreement, including all exhibits pertaining thereto, by and between the District and the Lessor, in substantially final form, each as presented at this meeting, is hereby approved. The Chief Executive Officer, the Chief Financial Officer, or the designee thereof (an "Authorized Officer"), is hereby authorized and directed, for and in the name of the District, to execute and deliver the Agreement, in substantially the form presented to this meeting, with such changes therein as an Authorized Officer executing the same may approve, such approval to be conclusively evidenced by the execution and delivery of the Agreement. The rental payments, interest rates, the scope and type of security interest granted, rental payment dates, prepayment terms, termination rights, place or places of payment, terms of assignment and other terms shall be as provided in the Agreement and such other documents, each as finally executed.

*Section 4.* Each Authorized Officer is hereby authorized and directed, for and in the name of the District, to execute and deliver any other documents as may be deemed necessary or appropriate to implement and consummate the Financing including, but not limited to, an acceptance certificate and certificate of insurance.

*Section 5.* The Secretary of the Board is hereby authorized and directed to, for and in the name of the District, to execute and deliver a certificate of incumbency and attest the signature of any Authorized Officer as may be required in each case in accordance with this Resolution and in connection with the execution and delivery of the Agreement, and all documents and certificates thereto.

Section 6. Each Authorized Officer is hereby authorized and directed to do the following with respect to the negotiation and consummation of the Financing: (a) take any and all actions and execute, acknowledge, deliver and file any and all agreements, instruments or other documents of any kind required of the District; and (b) act as an agent of the District for the purposes of the Financing and any additional negotiations, authorizations, approvals, executions, consents, notices, deliveries or other acts required to consummate the Financing.

Section 7. All actions taken by any Authorized Officer which have been undertaken to date or which will be undertaken with respect to the planning, negotiation, authorization, approval, and implementation of the Financing are hereby ratified, confirmed and approved in all respects.

Section 8. This Resolution shall take effect immediately upon its passage.

\* \* \* \* \* \* \* \* \* \*

PASSED AND ADOPTED this 11th day of July, 2023 by the following vote:

AYES:

NOES:

ABSENT:

**ABSTAINING:** 

By \_\_\_\_\_

Chair, Board of Directors San Gorgonio Memorial Healthcare District

I hereby certify that the foregoing resolution was duly adopted at a meeting of the Board of Directors of San Gorgonio Memorial Healthcare District held on the 11th day of July, 2023.

By \_\_\_\_

Secretary, Board of Directors San Gorgonio Memorial Healthcare District

### APPENDIX A

### GOVERNMENT CODE SECTION 5852.1 DISCLOSURE

The following information consists of estimates that have been provided by the District's financial advisor which has been represented to have been provided in good faith:

(A) True Interest Cost of the Lease Financing: 11.75%

(B) Finance Charges (Costs of Issuance): \$0.00

(C) Net Proceeds to be Received for the Lease (net of finance charges): \$1,178,316

(D) Total Payment Amount through Maturity: \$1,563,600

The foregoing estimates constitute good faith estimates only.

The principal amount, the true interest cost, the finance charges thereof, the amount of proceeds received therefrom and total payment amount with respect thereto may differ from such good faith estimates due to (a) the actual date of the lease financing being different than the date assumed for purposes of such estimates, (b) the actual principal amount of the Agreement being different from the estimated amount used for purposes of such estimates, (c) the actual amortization of the Agreement being different than the amortization assumed for purposes of such estimates, (d) the actual market interest rates at the time of sale of the lease financing being different than those estimated for purposes of such estimates, (e) other market conditions, or (f) alterations in the District's financing plan, or a combination of such factors. The actual date of sale date and the actual principal amount of lease financing will be determined by the District based on the timing of the need for proceeds of the Agreement and other factors. The actual interest rates with respect to the Agreement will depend on market interest rates at the time of sale thereof. The actual amortization of the Agreement will also depend, in part, on market interest rates at the time of sale thereof. Market interest rates are affected by economic and other factors beyond the control of the District of their financial advisor.



A GLOBAL LEADER IN PATIENT MONITORING, ANESTHESIA AND ULTRASOUND SYSTEMS

# PROPOSAL FOR: SAN GORGONIO MEMORIAL HOSPITAL

PREPARED BY: Jeffrey Barnard Jun 21, 2023



monitoring | anesthesia | ultrasound



# **Proposal Summary**

Proposal Date:
Proposal Number:
Proposal Exp. Date:
Sales Rep:
Proposal For:

Contact: Title: Phone: Email: Jun 21, 2023 Q-115968 Jun 30, 2023 Jeffrey Barnard SAN GORGONIO MEMORIAL HOSPITAL Mindray DS USA, Inc. 800 MacArthur Blvd. Mahwah, NJ 07430 Tel: 201-995-8000 Fax: 800.266.9624

#### **Total Price By Department**

ICU			
Department Name	List Price	Departmental Discount	Net Price
ICU	USD 561,917.00	USD -223,470.91	USD 338,446.09
		ICU TOTAL:	USD 338,446.09
Med Surg/ Tele			
Department Name	List Price	Departmental Discount	Net Price
Med Surg/ Tele	USD 486,855.00	USD -179,888.37	USD 306,966.63
		Med Surg/ Tele TOTAL:	USD 306,966.63
War Room			
Department Name	List Price	Departmental Discount	Net Price
War Room	USD 54,936.00	USD -41,228.92	USD 13,707.08
		War Room TOTAL:	USD 13,707.08
PACU			
Department Name	List Price	Departmental Discount	Net Price
PACU	USD 165,554.00	USD -63,227.22	USD 102,326.78
	· · · · · · · · · · · · · · · · · · ·	PACU TOTAL:	USD 102,326.78
GI			
Department Name	List Price	Departmental Discount	Net Price
GI	USD 23,427.50	USD -8,987.82	USD 14,439.68
	· · · · · · · · · · · · · · · · · · ·	GI TOTAL:	USD 14,439.68
OR - 2 x A5 / N15 / AGM			
Department Name	List Price	Departmental Discount	Net Price
OR - 2 x A5 / N15 / AGM	USD 201,512.80	USD -88,776.50	USD 112,736.30
		OR - 2 x A5 / N15 / AGM TOTAL:	USD 112,736.30

OR Transport					
Department Name	List Price	Departmental Discount	Net Price		
OR Transport	USD 19,525.00	USD -7,352.75	USD 12,172.25		
		OR Transport TOTAL:	USD 12,172.25		
Enterprise Server/ R4 Upgrade					
Department Name	List Price	Departmental Discount	Net Price		
Enterprise Server/ R4 Upgrade	USD 323,202.39	USD -97,903.85	USD 225,298.54		
	Enterprise Server/ R4 Upgrade TOTA				
ED Wkstn R4-R5 Upgrade					
Department Name	List Price	Departmental Discount	Net Price		
ED Wkstn R4-R5 Upgrade	USD 42,000.00	USD -39,750.00	USD 2,250.00		
	E	D Wkstn R4-R5 Upgrade TOTAL:	USD 2,250.00		
E-Gateway Upgrade					
Department Name	List Price	Departmental Discount	Net Price		
e-Gateway Upgrade	USD 58,873.00	USD -8,900.00	USD 49,973.00		
		E-Gateway Upgrade TOTAL:	USD 49,973.00		

TOTAL: USD 1,178,316.35



To:

SAN GORGONIO MEMORIAL HOSPITAL 600 NORTH HIGHLAND SPRINGS AVENUE BANNING, CA 92220-3090

Sales Representative:	Jeffrey Barnard
Quote Number:	Q-115968
Proposal Date:	Jun 21, 2023
Phone:	(951) 216-0000
E-mail:	j.barnard@mindray.com

Affiliation: PRE1

ICU	CU							
Line #	Part Number	Description	List Price	Net Price	QTY	Total Net		
1	121-001603-00	N17 Monitor with Early Warning Score, DVI, HemoSight, SepsisSight and 24 hour ECG N17 Monitor-includes 5 year warranty, battery, 6 module slots, quick reference guide, line cord and 1 roll of paper	USD 15,255.00	USD 9,153.00	16	USD 146,448.00		
2	121-001586-00	Sidestream CO2 module 1X (115-049134-00) with adult/pediatric accessory kit Sales BOM	USD 3,700.00	USD 2,220.00	16	USD 35,520.00		
3	115-062361-00	N Series Combo Ops Manual	Included	Included	1	USD 0.00		
4	045-003253-00	N12/N15/N17 GCX VHM series arm with transition plate	USD 1,575.00	USD 1,181.25	16	USD 18,900.00		
5	0436-00-0206	Cable Hooks GCX Cable Hook (mounts under Arm) Compatible with DPM 6, DPM 7, Passport 12m and Passport 17m, when mounted to A-Series anesthesia machines	USD 37.50	USD 28.13	16	USD 450.08		
6	121-001561-00	MPM-15 Masimo SpO2 3/5/12-lead Arrhythmia and ST (M51CE-PA00003) Multiparameter Modules-include SpO2 reusable adult finger sensor and cable, reusable adult NIBP cuff (pn 115-027715-00) and hose (pn 6200-30-09688), ECG 5 lead adult defib proof cable (pn 009- 004266-00) and ECG 5 lead snap 24" wire set (pn 009-004782-00), and MR420B adapter cable for YSI probe (pn 040-001235-00). All other accessories must be ordered separately.	USD 8,000.00	USD 4,800.00	16	USD 76,800.00		
7	009-004786-00	5-Lead ECG Mobility Leadset, AHA, Pinch, 24" Compatible with TM80/TM70/TD60	USD 145.00	USD 108.75	17	USD 1,848.75		
8	GRP-NS12LEAD- PINCH	N Series 12 Lead Bundle Pinch (040-003528-00, 0010-30-42904 and 009-004787-00)	USD 0.00	USD 0.00	3	USD 0.00		
9	040-003528-00	ECG cable, 10' (3.1 m), 12-lead, defibrillation- proof, for N/T 5#lead leadwires	USD 400.00	USD 300.00	3	USD 900.00		
10	0010-30-42904	12-lead ECG wire, chest, clip	USD 65.00	USD 48.75	3	USD 146.25		
11	009-004787-00	5-Lead ECG Mobility Leadset, AHA, Pinch, 36" Compatible with TM80/TM70/TD60 (used for limb)	USD 155.00	USD 116.25	3	USD 348.75		
12	803-040039-00	Device Install & Setup w/ CABL for one of the following - patient monitor, printer or display. Includes programming, configuration and verification	USD 1,500.00	USD 1,189.80	16	USD 19,036.80		
13	121-001580-00	IBP Module (115-047286-00) Sales BOM	USD 760.00	USD 456.00	1	USD 456.00		
14	001C-30-70757	IM2202 12 pin IBP cable (BD)	USD 160.00	USD 120.00	16	USD 1,920.00		

Line #	Part Number	Description	List Price	Net Price	QTY	Total Net
15	121-001961-00	N1 Monitor with SepsisSight®, Masimo SET® SpO2, ST/Arrhythmia analysis, QT/QTc, 3/5/6/12- lead ECG, NIBP, two invasive pressures, dual temperature, respiration, 2.4/5GHz wireless enabled, integrated battery and analog output port. (12-lead ECG cable and leadwires must be ordered separately #040-003528-00) (N-Series Monitors connected to BeneVision DMS must be at R4.01 or greater. eGateway compatibility is eGateway 6.7 or greater.)	USD 12,795.00	USD 7,677.00	2	USD 15,354.00
16	121-001635-00	Docking Station with pole mount kit Sales BOM	USD 1,100.00	USD 660.00	2	USD 1,320.00
17	115-054851-00	Transport Modular rack/handle with 1X module slot and bedrail hook kit	USD 875.00	USD 656.25	2	USD 1,312.50
18	115-050935-00	BeneVision DMS Workstation, Mini PC	USD 3,000.00	USD 1,740.00	1	USD 1,740.00
19	803-040044-00	WorkStation/Tower Install & Setup w/ CABL includes programming, configuration and verification	USD 3,250.00	USD 2,550.00	1	USD 2,550.00
20	0992-00-0002-04	OEM Uninterrupted power supply APCBR800	USD 186.00	USD 145.08	1	USD 145.08
21	121-001453-00	BeneVision DMS Widescreen Touch Display	USD 2,975.00	USD 1,725.50	1	USD 1,725.50
22	121-001375-CRDT	BeneVision DMS Workstation Software License Key Credit.	USD 0.00	USD -1,972.00	1	USD -1,972.00
23	110-004115-CRDT	BeneVision DMS Workstation Bed License Credit	USD 0.00	USD -180.00	18	USD -3,240.00
24	121-001375-00	BeneVision WorkStation Server License	USD 3,400.00	USD 1,972.00	1	USD 1,972.00
25	110-004115-00	BeneVision WorkStation Bed License.	USD 300.00	USD 180.00	18	USD 3,240.00
26	803-070877-00	N1 Install & Setup includes programming, configuration and verification	USD 200.00	USD 162.00	2	USD 324.00
27	023-001566-00	HP LaserJet Enterprise M608n Printer	USD 3,700.00	USD 2,220.00	1	USD 2,220.00
28	803-040039-00	Device Install & Setup w/ CABL for one of the following - patient monitor, printer or display. Includes programming, configuration and verification	USD 1,500.00	USD 1,189.80	1	USD 1,189.80
29	803-040040-00	Device Install & Setup w/o CABL for one of the following - patient monitor, printer or display. Includes programming, configuration and verification	USD 815.00	USD 815.00	2	USD 1,630.00
30	115-050935-00	BeneVision DMS Workstation, Mini PC	USD 3,000.00	USD 1,740.00	1	USD 1,740.00
31	803-040044-00	WorkStation/Tower Install & Setup w/ CABL includes programming, configuration and verification	USD 3,250.00	USD 2,550.00	1	USD 2,550.00
32	0992-00-0002-04	OEM Uninterrupted power supply APCBR800	USD 186.00	USD 145.08	1	USD 145.08
33	121-001453-00	BeneVision DMS Widescreen Touch Display	USD 2,975.00	USD 1,725.50	1	USD 1,725.50
34	121-001375-00	BeneVision WorkStation Server License	USD 3,400.00	USD 1,972.00	1	USD 1,972.00
35	110-004115-00	BeneVision WorkStation Bed License.	USD 300.00	USD 180.00	18	USD 3,240.00
36	121-001375-CRDT	BeneVision DMS Workstation Software License Key Credit.	USD 0.00	USD -1,972.00	1	USD -1,972.00
37	110-004115-CRDT	BeneVision DMS Workstation Bed License Credit	USD 0.00	USD -180.00	18	USD -3,240.00
	1	1		ICU T	OTAL:	USD 338,446.09

Line	Part Number	Description	List Price	Net Price	QTY	Total Net
#	Fait Number	Description	LIST FILE	NetFice	Q I I	Total Ne
38	121-002199-00	VS9 Vitals sign Monitor - Includes Touchscreen display, Non-Invasive Blood Pressure, Masimo Pulse Oximetry, Exergen Temporal Thermometry, MEWS, Hardwire and 5GHz Wireless communication, eGateway and BeneVision Central Station connectivity, Bluetooth, Recorder and Accessories	USD 5,865.00	USD 3,460.35	6	USD 20,762.10
39	115-034132-00	Smart Li-ion Battery kit(5600mAh)	USD 255.00	USD 191.25	6	USD 1,147.50
40	045-004267-00	Mobile Stand with Quick Release Mount	USD 445.00	USD 333.75	6	USD 2,002.50
41	045-004285-00	Hand Sanitizer Holder	USD 18.00	USD 13.50	6	USD 81.00
42	045-002935-00	Mount for disinfecting wipes for Mobile Stand	USD 35.00	USD 26.25	6	USD 157.50
43	115-031807-00	Reusable Bladderless NIBP Cuff Kit: Includes one Child, Small Adult, Adult, Large Adult, and Thigh cuff Compatible with Accutorr V, DPM 3, DPM 4, DPM 5, DPM 6, DPM 7, Duo, Trio, Passport 2, Passport V, Spectrum, Spectrum OR, V12, V21, Accutorr 3, Accutorr 7, Passport 8, Passport 12, T1, Passport 12m, Passport 17m	USD 162.00	USD 121.50	6	USD 729.00
44	115-088398-00	VS9 Manual CD	USD 5.00	USD 0.00	1	USD 0.00
45	803-071151-00	Design, implementation, and installation of the a Vital Sign monitoring solution	USD 1,040.00	USD 1,040.00	1	USD 1,040.00
46	115-050935-00	BeneVision DMS Workstation, Mini PC	USD 3,000.00	USD 1,740.00	1	USD 1,740.00
47	803-040044-00	WorkStation/Tower Install & Setup w/ CABL includes programming, configuration and verification	USD 3,250.00	USD 2,550.00	1	USD 2,550.00
48	0992-00-0002-04	OEM Uninterrupted power supply APCBR800	USD 186.00	USD 145.08	1	USD 145.08
49	121-001453-00	BeneVision DMS Widescreen Touch Display	USD 2,975.00	USD 1,725.50	3	USD 5,176.50
50	121-001375-CRDT	BeneVision DMS Workstation Software License Key Credit.	USD 0.00	USD -1,972.00	1	USD -1,972.00
51	110-004115-CRDT	BeneVision DMS Workstation Bed License Credit	USD 0.00	USD -180.00	48	USD -8,640.00
52	121-001375-00	BeneVision WorkStation Server License	USD 3,400.00	USD 1,972.00	1	USD 1,972.00
53	110-004115-00	BeneVision WorkStation Bed License.	USD 300.00	USD 180.00	48	USD 8,640.00
54	121-001700-00	WiFi Telemetry Transmitter With Alarms (TM80) (includes 1 ea - 3 AA Battery Pack), Compatible with both Masimo and Nellcor Pulse Oximetry. (SpO2)	USD 4,600.00	USD 2,760.00	55	USD 151,800.00
55	009-004782-00	5-Lead ECG Mobility Leadset, AHA, Snap, 24" Compatible with TM80/TM70/TD60	USD 135.00	USD 101.25	55	USD 5,568.75
56	009-004936-00	Masimo SpO2 Module for BeneVision TD60/TM80 Display Telepack	USD 1,175.00	USD 705.00	48	USD 33,840.00
57	0600-00-0126	LNCS DCI, reusable, adult, >30 kg	USD 315.00	USD 236.25	48	USD 11,340.00
58	115-030107-00	BeneVision TM80/TM70/TD60 Rechargeable Lithium-Ion Battery Pack.	USD 325.00	USD 243.75	72	USD 17,550.00
59	115-030108-00	BeneVision Central Charger. Charges up to 10 Lithium-Ion Battery Packs simultaneously	USD 2,200.00	USD 1,650.00	5	USD 8,250.00
60	115-032957-00	Disposable Telepack pouch TM80/TM70TD60. (Box of 25)	USD 70.00	USD 52.50	1	USD 52.50
61	803-040050-00	Telepack installation & setup includes programming, configuration and verification	USD 98.00	USD 82.80	48	USD 3,974.40

#	Part Number	Description	List Price	Net Price	QTY	Total Net
62	023-001566-00	HP LaserJet Enterprise M608n Printer	USD 3,700.00	USD 2,220.00	1	USD 2,220.00
63	803-040039-00	Device Install & Setup w/ CABL for one of the following - patient monitor, printer or display. Includes programming, configuration and verification	USD 1,500.00	USD 1,189.80	1	USD 1,189.80
64	803-040195-00	WiFi Installation per 100 SQFT includes tenting material, installation and verification	USD 310.00	USD 310.00	115	USD 35,650.00

Med Surg/ Tele TOTAL: USD 306,966.63

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Line #	Part Number	Description	List Price	Net Price	QTY	Total Net
65	115-050935-00	BeneVision DMS Workstation, Mini PC	USD 3,000.00	USD 1,740.00	1	USD 1,740.00
66	803-040044-00	WorkStation/Tower Install & Setup w/ CABL includes programming, configuration and verification	USD 3,250.00	USD 2,550.00	1	USD 2,550.00
67	0992-00-0002-04	OEM Uninterrupted power supply APCBR800	USD 186.00	USD 145.08	1	USD 145.08
68	121-001453-00	BeneVision DMS Widescreen Touch Display	USD 2,975.00	USD 1,725.50	3	USD 5,176.50
69	121-001375-CRDT	BeneVision DMS Workstation Software License Key Credit.	USD 0.00	USD -1,972.00	1	USD -1,972.00
70	110-004115-CRDT	BeneVision DMS Workstation Bed License Credit	USD 0.00	USD -180.00	55	USD -9,900.00
71	121-001375-00	BeneVision WorkStation Server License	USD 3,400.00	USD 1,972.00	1	USD 1,972.00
72	110-004115-00	BeneVision WorkStation Bed License.	USD 300.00	USD 180.00	64	USD 11,520.00
73	121-001375-CRDT	BeneVision DMS Workstation Software License Key Credit.	USD 0.00	USD -1,972.00	1	USD -1,972.00
74	110-004115-CRDT	BeneVision DMS Workstation Bed License Credit	USD 0.00	USD -180.00	32	USD -5,760.00
75	121-001375-00	BeneVision WorkStation Server License	USD 3,400.00	USD 1,972.00	1	USD 1,972.00
76	110-004115-00	BeneVision WorkStation Bed License.	USD 300.00	USD 180.00	32	USD 5,760.00
77	121-001453-00	BeneVision DMS Widescreen Touch Display	USD 2,975.00	USD 1,725.50	1	USD 1,725.50
78	803-020220-00	BeneVision WorkStation Software Upgrade	USD 1,000.00	USD 750.00	1	USD 750.00
War Room TOTAL:						USD 13,707.08

PAC	PACU						
Line #	Part Number	Description	List Price	Net Price	QTY	Total Net	
79	121-002199-00	VS9 Vitals sign Monitor - Includes Touchscreen display, Non-Invasive Blood Pressure, Masimo Pulse Oximetry, Exergen Temporal Thermometry, MEWS, Hardwire and 5GHz Wireless communication, eGateway and BeneVision Central Station connectivity, Bluetooth, Recorder and Accessories	USD 5,865.00	USD 3,460.35	2	USD 6,920.70	
80	115-034132-00	Smart Li-ion Battery kit(5600mAh)	USD 255.00	USD 191.25	2	USD 382.50	
81	045-004269-00	Power plus mobile stand without battery	USD 520.00	USD 483.75	2	USD 967.50	

Line #	Part Number	Description	List Price	Net Price	QTY	Total Net
82	115-031807-00	Reusable Bladderless NIBP Cuff Kit: Includes one Child, Small Adult, Adult, Large Adult, and Thigh cuff Compatible with Accutorr V, DPM 3, DPM 4, DPM 5, DPM 6, DPM 7, Duo, Trio, Passport 2, Passport V, Spectrum, Spectrum OR, V12, V21, Accutorr 3, Accutorr 7, Passport 8, Passport 12, T1, Passport 12m, Passport 17m	USD 162.00	USD 121.50	2	USD 243.00
83	115-088398-00	VS9 Manual CD	USD 5.00	USD 0.00	1	USD 0.00
84	803-071151-00	Design, implementation, and installation of the a Vital Sign monitoring solution	USD 1,040.00	USD 1,040.00	1	USD 1,040.00
85	121-001607-00	N15 Monitor with Early Warning Score, SepsisSight and 24 hour ECG N15 Monitor- includes 5 year warranty, battery, 6 module slots, quick reference guide, line cord and 1 roll of paper (N-Series Monitors connected to BeneVision DMS must be at R4.01 or greater. eGateway compatibility is eGateway 6.7 or greater.)	USD 11,405.00	USD 6,843.00	6	USD 41,058.00
86	115-062361-00	N Series Combo Ops Manual	Included	Included	1	USD 0.00
87	045-003426-00	M Series wall mount with bracket. (PP12m and PP17m)	USD 350.00	USD 262.50	6	USD 1,575.00
88	0436-00-0206	Cable Hooks GCX Cable Hook (mounts under Arm) Compatible with DPM 6, DPM 7, Passport 12m and Passport 17m, when mounted to A-Series anesthesia machines	USD 37.50	USD 28.13	6	USD 168.78
89	121-001586-00	Sidestream CO2 module 1X (115-049134-00) with adult/pediatric accessory kit Sales BOM	USD 3,700.00	USD 2,220.00	6	USD 13,320.00
90	121-001561-00	MPM-15 Masimo SpO2 3/5/12-lead Arrhythmia and ST (M51CE-PA00003) Multiparameter Modules-include SpO2 reusable adult finger sensor and cable, reusable adult NIBP cuff (pn 115-027715-00) and hose (pn 6200-30-09688), ECG 5 lead adult defib proof cable (pn 009- 004266-00) and ECG 5 lead snap 24" wire set (pn 009-004782-00), and MR420B adapter cable for YSI probe (pn 040-001235-00). All other accessories must be ordered separately.	USD 8,000.00	USD 4,800.00	6	USD 28,800.00
91	803-040039-00	Device Install & Setup w/ CABL for one of the following - patient monitor, printer or display. Includes programming, configuration and verification	USD 1,500.00	USD 1,189.80	6	USD 7,138.80
92	009-005266-00	ECG Cable, 10'(3.1 m)# Def-P# for N/T	USD 105.00	USD 78.75	6	USD 472.50
93	125-000123-00	12 Pin IBP cable for Edwards (TruWave)	USD 160.00	USD 120.00	2	USD 240.00
	PACU TOTAL:					

GI								
Line #	Part Number	Description	List Price	Net Price	QTY	Total Net		
94	121-001522-00	N12 Monitor with Early Warning Score and 2.4/5GHz wireless N12 Monitor-includes 5 year warranty, battery, 4 module slots, quick reference guide, line cord and 1 roll of paper (N-Series Monitors connected to BeneVision DMS must be at R4.01 or greater. eGateway compatibility is eGateway 6.7 or greater.)	USD 9,605.00	USD 5,763.00	1	USD 5,763.00		
95	115-062361-00	N Series Combo Ops Manual	Included	Included	1	USD 0.00		

Mindray DS USA, Inc. 800 MacArthur Blvd., Mahwah, NJ 07430-0619 Tel: (201) 995-8000 Fax: (800) 266-9624

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Line #	Part Number	Description	List Price	Net Price	QTY	Total Net
96	045-003427-00	M Series wall mount with quick release mount. (N12, PP8, PP12, ePM, T1, N1, and Accutorr VS)	USD 480.00	USD 360.00	1	USD 360.00
97	0436-00-0206	Cable Hooks GCX Cable Hook (mounts under Arm) Compatible with DPM 6, DPM 7, Passport 12m and Passport 17m, when mounted to A-Series anesthesia machines	USD 37.50	USD 28.13	1	USD 28.13
98	121-001586-00	Sidestream CO2 module 1X (115-049134-00) with adult/pediatric accessory kit Sales BOM	USD 3,700.00	USD 2,220.00	1	USD 2,220.00
99	121-001561-00	MPM-15 Masimo SpO2 3/5/12-lead Arrhythmia and ST (M51CE-PA00003) Multiparameter Modules-include SpO2 reusable adult finger sensor and cable, reusable adult NIBP cuff (pn 115-027715-00) and hose (pn 6200-30-09688), ECG 5 lead adult defib proof cable (pn 009- 004266-00) and ECG 5 lead snap 24" wire set (pn 009-004782-00), and MR420B adapter cable for YSI probe (pn 040-001235-00). All other accessories must be ordered separately.	USD 8,000.00	USD 4,800.00	1	USD 4,800.00
100	803-040039-00	Device Install & Setup w/ CABL for one of the following - patient monitor, printer or display. Includes programming, configuration and verification	USD 1,500.00	USD 1,189.80	1	USD 1,189.80
101	009-005266-00	ECG Cable, 10'(3.1 m)# Def-P# for N/T	USD 105.00	USD 78.75	1	USD 78.75
				GIT	OTAL:	USD 14,439.68

### OR - 2 x A5 / N15 / AGM

Line #	Part Number	Description	List Price	Net Price	QTY	Total Net
102	121-001427-00	Spirometry and Bypass Ventilation Package	USD 2,000.00	USD 1,500.00	2	USD 3,000.00
103	AS3PATSUCO	Ohmeda Patient Suction Regulator kit; Kit includes 15 ft. Ohmeda VAC (white) hose, suction regulator, mount and canister bracket.	USD 892.00	USD 669.00	2	USD 1,338.00
104	0004-00-0077-11	O2 Hose - Ohmeda O2 Gas Supply Hose 15' Ohmeda - Green Compatible with A-Series	USD 125.00	USD 93.75	2	USD 187.50
105	0004-00-0078-11	N2O Hose - Ohmeda N2O Gas Supply Hose 15' Ohmeda - Blue Compatible with A-Series	USD 125.00	USD 93.75	2	USD 187.50
106	0004-00-0079-11	Air Hose - Ohmeda Air Gas Supply Hose 15' Ohmeda - Yellow Compatible with A-Series	USD 125.00	USD 93.75	2	USD 187.50
107	0004-00-0081-11	EVAC Hose - Ohmeda EVAC Gas Supply Hose 15' Ohmeda Lavender Compatible with A-Series	USD 200.00	USD 150.00	2	USD 300.00
108	0004-00-0081-31	15 FT SUPLY HSE, EVAC, VAC, OHM	Included	Included	2	USD 0.00
109	115-048035-00	Flexible Bag Arm for A-Series Anesthesia Machines.	USD 624.90	USD 596.25	2	USD 1,192.50
110	803-040035-00	Installation, Anesthesia Machine, first unit.	USD 853.00	USD 767.70	1	USD 767.70
111	803-040036-00	Installation, Anesthesia Machine, each additional unit.	USD 412.00	USD 370.80	1	USD 370.80
112	803-070260-00	White Glove Delivery for Anesthesia Machines, first unit.	USD 125.00	USD 125.00	1	USD 125.00

Line #	Part Number	Description	List Price	Net Price	QTY	Total Net
113	803-070261-00	White Glove Delivery for Anesthesia Machines, each additional unit.	USD 75.00	USD 75.00	1	USD 75.00
114	121-001466-00	A5 Anesthesia System with Gas Module capability, Includes microprocessor controlled bellows ventilator with: VCV, PCV, PCV-VG, SIMV-VC, SIMV-PC and CPAP/PS. Built in 15" touch screen, dual selectatec manifold, on screen virtual flow indicators for O2, air and N2O, aux 02/air blender, warmed breathing system, three storage drawers, central wheel brake, caster guards, waste gas scavenger system, user interface back-up touchpad, pipeline connections for O2, air, and N2O. Includes, tank washers, pre- operation check list, and aux 02/air reference card. Additional ventilation modes, spirometry, bypass and low flow optimizer available.	USD 49,990.00	USD 29,994.00	2	USD 59,988.00
115	115-009546-00	User Resource Kit	USD 290.00	USD 217.50	1	USD 217.50
116	121-001638-00	2 slot/N-Series Multi-gas module with accessory kit, O2 Sensor and port cover, A5 Software	USD 12,975.00	USD 5,400.00	2	USD 10,800.00
117	121-001546-00	N15 Monitor with Early Warning Score N15 Monitor-includes 5 year warranty, battery, 6 module slots, quick reference guide, line cord and 1 roll of paper (N-Series Monitors connected to BeneVision DMS must be at R4.01 or greater. eGateway compatibility is eGateway 6.7 or greater.)	USD 9,905.00	USD 5,943.00	2	USD 11,886.00
118	115-062361-00	N Series Combo Ops Manual	Included	Included	1	USD 0.00
119	121-001559-00	MPM-2 Masimo SpO2 3/5/6 lead Arrhythmia and ST (M51CE-PA00001) Multiparameter Modules- include SpO2 reusable adult finger sensor and cable, reusable adult NIBP cuff (pn 115-027715- 00) and hose (pn 6200-30-09688), ECG 5 lead adult defib proof cable (pn 009-004266-00) and ECG 5 lead snap 24" wire set (pn 009-004782-00), and MR420B adapter cable for YSI probe (pn 040- 001235-00). All other accessories must be ordered separately.	USD 6,500.00	USD 3,900.00	2	USD 7,800.00
120	009-004786-00	5-Lead ECG Mobility Leadset, AHA, Pinch, 24" Compatible with TM80/TM70/TD60	USD 145.00	USD 108.75	2	USD 217.50
121	009-004787-00	5-Lead ECG Mobility Leadset, AHA, Pinch, 36" Compatible with TM80/TM70/TD60 (used for limb)	USD 155.00	USD 116.25	2	USD 232.50
122	009-005268-00	ECG cable, 10' (3.1 m), ESU-proof, for N/T	USD 125.00	USD 93.75	2	USD 187.50
123	045-003814-00	Cable management kit	USD 62.00	USD 46.50	2	USD 93.00
124	0436-00-0198	MOUNT ARM, PIVOT, 16"	USD 240.00	USD 180.00	2	USD 360.00
125	045-003425-00	Transition mounting plate. (N12, N15 and N17)	USD 120.00	USD 90.00	2	USD 180.00
126	046-012060-01	A5/A4 DSP Ops Manual, Printed	USD 60.00	USD 60.00	2	USD 120.00
127	115-062361-00	N Series Combo Ops Manual	USD 10.00	USD 7.50	2	USD 15.00
128	ANESTHESIA- PKG-DSCT	Anesthesia and Monitoring Package Discount.	USD 0.00	USD -3,000.00	2	USD -6,000.00
129	121-001546-00	N15 Monitor with Early Warning Score N15 Monitor-includes 5 year warranty, battery, 6 module slots, quick reference guide, line cord and 1 roll of paper (N-Series Monitors connected to BeneVision DMS must be at R4.01 or greater. eGateway compatibility is eGateway 6.7 or greater.)	USD 9,905.00	USD 5,943.00	1	USD 5,943.00

Line #	Part Number	Description	List Price	Net Price	QTY	Total Net
130	803-040039-00	Device Install & Setup w/ CABL for one of the following - patient monitor, printer or display. Includes programming, configuration and verification	USD 1,500.00	USD 1,189.80	1	USD 1,189.80
131	121-001552-00	Multi-Gas 2X with auto ID, O2 (115-051561-00) and accessory kit Sales BOM	USD 12,975.00	USD 7,785.00	1	USD 7,785.00
132	121-001559-00	MPM-2 Masimo SpO2 3/5/6 lead Arrhythmia and ST (M51CE-PA00001) Multiparameter Modules- include SpO2 reusable adult finger sensor and cable, reusable adult NIBP cuff (pn 115-027715- 00) and hose (pn 6200-30-09688), ECG 5 lead adult defib proof cable (pn 009-004266-00) and ECG 5 lead snap 24" wire set (pn 009-004782-00), and MR420B adapter cable for YSI probe (pn 040- 001235-00). All other accessories must be ordered separately.	USD 6,500.00	USD 3,900.00	1	USD 3,900.00
133	115-062361-00	N Series Combo Ops Manual	Included	Included	1	USD 0.00
134	045-003425-00	Transition mounting plate. (N12, N15 and N17)	USD 120.00	USD 90.00	1	USD 90.00
	OR - 2 x A5 / N15 / AGM TOTAL:					

**OR** Transport

Line #	Part Number	Description	List Price	Net Price	QTY	Total Net
135	121-001570-00	N1 Monitor with Masimo SET® SpO2, ST/ Arrhythmia analysis, 3/5/12-lead NIBP, two invasives, dual temperature, integrated battery, 2.4/5GHz wireless enabled (12-lead ECG accessories must be ordered separately). Multiparameter Modules-include Masimo or Nellcor SpO2 adult reusable sensor, Masimo or Nellcor SpO2 cable, reusable adult NIBP cuff and hose, ECG 5 lead adult defib proof cable and ECG 5 lead snap 24" wire set , and MR420B adapter cable for YSI probe . All other accessories must be ordered separately. (N-Series Monitors connected to BeneVision DMS must be at R4.01 or greater. eGateway compatibility is eGateway 6.7 or greater.)	USD 12,295.00	USD 7,377.00	1	USD 7,377.00
136	803-040040-00	Device Install & Setup w/o CABL for one of the following - patient monitor, printer or display. Includes programming, configuration and verification	USD 815.00	USD 815.00	1	USD 815.00
137	121-001621-00	Microstream CO2 module (6800-30-50820) with accessory kit Sales BOM	USD 4,440.00	USD 2,664.00	1	USD 2,664.00
138	121-001635-00	Docking Station with pole mount kit Sales BOM	USD 1,100.00	USD 660.00	1	USD 660.00
139	115-054851-00	Transport Modular rack/handle with 1X module slot and bedrail hook kit	USD 875.00	USD 656.25	1	USD 656.25

#### Enterprise Server/ R4 Upgrade

Line #	Part Number	Description	List Price	Net Price	QTY	Total Net	
140	115-053154-00	BeneVision Enterprise DMS Server.	USD 10,500.00	USD 6,300.00	2	USD 12,600.00	
141	121-001372-CRDT	BeneVision DMS Server Software License Key Credit.	USD 0.00	USD -5,917.00	1	USD -5,917.00	

						-
Line #	Part Number	Description	List Price	Net Price	QTY	Total Net
142	121-001373-CRDT	BeneVision CS Bed License (FD, Bed, Adv) - Per Channel	USD 0.00	USD -244.00	32	USD -7,808.00
143	121-001372-PAN	BeneVision DMS Server Software License Key Credit.	USD 0.00	USD -1,900.00	2	USD -3,800.00
144	121-001373-PAN	Panorama to BeneVision Central Station Bed License Credit	USD 0.00	USD -80.00	66	USD -5,280.00
145	121-001493-00	BeneVision DMS Server License. Supports up to 32 sector, Maximum 4 per server.	USD 13,000.00	USD 7,800.00	4	USD 31,200.00
146	121-002152-00	Server License IT Sales BOM	USD 0.01	USD 0.01	4	USD 0.04
147	121-001588-00	BeneVision DMS Redundant Enterprise Server License	USD 1,950.00	USD 1,170.00	4	USD 4,680.00
148	121-002152-00	Server License IT Sales BOM	USD 0.01	USD 0.01	4	USD 0.04
149	121-001373-00	BeneVision CS Bed License (FD, Bed, Adv) - Per Channel	USD 400.00	USD 232.00	110	USD 25,520.00
150	121-001589-00	BeneVision DMS Redundant Bed/Sector License - Per Channel (supports Advanced Algorithm)	USD 60.00	USD 36.00	110	USD 3,960.00
151	121-001269-00	BeneVision Central Station - TelePack license Key Package. Includes: One Arrythmia detection, St Segment analysis and QT Monitoring license per TelePack channel.	USD 875.00	USD 507.50	42	USD 21,315.00
152	121-001590-00	BeneVision DMS Redundant Arrhythmia License - ST - QT - Per Channel	USD 132.00	USD 79.20	42	USD 3,326.40
153	803-040043-00	WiFi/BeneVision DMS System Design & Implementation per 5 Servers	USD 22,400.00	USD 22,400.00	1	USD 22,400.00
154	803-040058-00	Single WiFi Controller Redundancy provides a single backup controller programmed to allow uninterrupted operations in the event of a single controller failure. Does not include additional APs.	USD 12,950.00	USD 12,950.00	1	USD 12,950.00
155	023-000996-01	USB Flash Disk 32GB	USD 25.00	USD 18.75	9	USD 168.75
156	803-040055-00	Redundant Hardwire Network Installation includes redundant Core and Distribution Layer	USD 22,400.00	USD 22,400.00	1	USD 22,400.00
157	803-070874-00	Project Management Service Tier 2 provides project management for medium complexity projects	USD 1,000.00	USD 900.00	27	USD 24,300.00
158	803-071159-00	BeneVision Enterprise Clinical Support training to include development and deployment of clinical defaults of each BeneVision Workstation and Patient Monitor included in this quotation. Incorporating an on-Site Clinical Educator for the Train-the-Trainer program and Go-Live support. To facilitate Enterprise communication this will encompass the Mindray CMS Viewer and the BeneVision DMS System Management Console. When available this will extend to incorporating the demographics of ADT integration for positive patient identification. This pertains to the necessary training needed for a BeneVision System to "go-live". This training is provided during standard business hours and includes travel. Additional Training may be purchased as needed.	USD 56,110.30	USD 56,110.30	1	USD 56,110.30
159	045-003660-08		USD 0.01	USD 0.01	1	USD 0.01
109	040-000000-08	BeneVision 05.01.01 Media Kit	050 0.01	050 0.01	1	050 0.01

	Description	List Price	Net Price	QTY	Total Net
803-070971-00	SNMP System Design and Implementation allowing registered devices on the BeneVision DMS Network to send event notification to hospital based Network Management Systems for improved device management and system uptime.	USD 728.00	USD 728.00	1	USD 728.00
803-070972-00	SNMP Setup and Configurations of devices on the network. This is a per device charge. (DMS Server/eGw/Controller/Patient Monitor Device)	USD 10.30	USD 10.30	150	USD 1,545.00
121-002326-00	BeneVision DMS Remote System Management Console Access Enterprise Server License (per Server)	USD 4,250.00	USD 3,187.50	1	USD 3,187.50
121-002328-00	BeneVision DMS Remote System Management Console Access Redundant Enterprise Server License (per Server)	USD 750.00	USD 562.50	1	USD 562.50
803-040184-00	System Management Console Server setup and configuration	USD 1,150.00	USD 1,150.00	1	USD 1,150.00
	803-070972-00 121-002326-00 121-002328-00	allowing registered devices on the BeneVision DMS Network to send event notification to hospital based Network Management Systems for improved device management and system uptime.803-070972-00SNMP Setup and Configurations of devices on the network. This is a per device charge. (DMS Server/eGw/Controller/Patient Monitor Device)121-002326-00BeneVision DMS Remote System Management Console Access Enterprise Server License (per Server)121-002328-00BeneVision DMS Remote System Management Console Access Redundant Enterprise Server License (per Server)803-040184-00System Management Console Server setup and	allowing registered devices on the BeneVision DMS Network to send event notification to hospital based Network Management Systems for improved device management and system uptime.Server/estimation803-070972-00SNMP Setup and Configurations of devices on the network. This is a per device charge. (DMS Server/eGw/Controller/Patient Monitor Device)USD 10.30121-002326-00BeneVision DMS Remote System Management Console Access Enterprise Server License (per Server)USD 4,250.00121-002328-00BeneVision DMS Remote System Management Console Access Redundant Enterprise Server License (per Server)USD 750.00803-040184-00System Management Console Server setup and 	allowing registered devices on the BeneVision DMS Network to send event notification to hospital based Network Management Systems for improved device management and system uptime.Substance803-070972-00SNMP Setup and Configurations of devices on the network. This is a per device charge. (DMS Server/eGw/Controller/Patient Monitor Device)USD 10.30USD 10.30121-002326-00BeneVision DMS Remote System Management Console Access Enterprise Server License (per Server)USD 4,250.00USD 3,187.50121-002328-00BeneVision DMS Remote System Management Console Access Redundant Enterprise Server License (per Server)USD 750.00USD 562.50803-040184-00System Management Console Server setup and configurationUSD 1,150.00USD 1,150.00	allowing registered devices on the BeneVision DMS Network to send event notification to hospital based Network Management Systems for improved device management and system uptime.SubscriptionSub

Enterprise Server/ R4 Upgrade TOTAL: USD 225,298.54

Line Best Number Description							
Line #	Part Number	Description	List Price	Net Price	QTY	Total Net	
165	121-001375-CRDT	BeneVision DMS Workstation Software License Key Credit.	USD 0.00	USD -1,972.00	1	USD -1,972.00	
166	110-004115-CRDT	BeneVision DMS Workstation Bed License Credit	USD 0.00	USD -180.00	32	USD -5,760.00	
167	121-001375-00	BeneVision WorkStation Server License	USD 3,400.00	USD 1,972.00	1	USD 1,972.00	
168	110-004115-00	BeneVision WorkStation Bed License.	USD 300.00	USD 180.00	32	USD 5,760.00	
169	121-001375-CRDT	BeneVision DMS Workstation Software License Key Credit.	USD 0.00	USD -1,972.00	1	USD -1,972.00	
170	110-004115-CRDT	BeneVision DMS Workstation Bed License Credit	USD 0.00	USD -180.00	32	USD -5,760.00	
171	121-001375-00	BeneVision WorkStation Server License	USD 3,400.00	USD 1,972.00	1	USD 1,972.00	
172	110-004115-00	BeneVision WorkStation Bed License.	USD 300.00	USD 180.00	32	USD 5,760.00	
173	121-001375-CRDT	BeneVision DMS Workstation Software License Key Credit.	USD 0.00	USD -1,972.00	1	USD -1,972.00	
174	110-004115-CRDT	BeneVision DMS Workstation Bed License Credit	USD 0.00	USD -180.00	32	USD -5,760.00	
175	121-001375-00	BeneVision WorkStation Server License	USD 3,400.00	USD 1,972.00	1	USD 1,972.00	
176	110-004115-00	BeneVision WorkStation Bed License.	USD 300.00	USD 180.00	32	USD 5,760.00	
177	803-020220-00	BeneVision WorkStation Software Upgrade	USD 1,000.00	USD 750.00	3	USD 2,250.00	

E-Gateway Upgrade							
Line #	Part Number	Description	List Price	Net Price	QTY	Total Net	
178	121-001784-00	Upgrade - eGateway Software only - Newest eGateway Software (VM compatible) for compatible host, please refer to the Host Platform Requirements and Configuration Guide.	USD 13,000.00	USD 13,000.00	1	USD 13,000.00	
179	803-070960-00	Charge for installation, setup and configuration of VM eGateway	USD 1,375.00	USD 1,375.00	1	USD 1,375.00	
180	803-020132-00	ADT Mapping Upgrade.	USD 5,663.75	USD 5,663.75	1	USD 5,663.75	
	Mindray D	SUSA Inc. 800 MacArthur Blud, Mahwah NU 07430 04		00 Eax: (800) 266	0624	Page 13 of 2	

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Line #	Part Number	Description	List Price	Net Price	QTY	Total Net
181	803-020133-00	Results Mapping Upgrade.	USD 8,734.25	USD 8,734.25	1	USD 8,734.25
182	121-001405-01	BeneVision R4 CMS Viewer license	USD 18,000.00	USD 13,500.00	1	USD 13,500.00
183	803-070961-00	Charge for installation, setup and configuration of CMS Viewer	USD 1,100.00	USD 1,100.00	1	USD 1,100.00
184	121-001923-00	Clin Verification using AD/LDAP BOM	USD 11,000.00	USD 6,600.00	1	USD 6,600.00
			E-Ga	ateway Upgrade To	OTAL:	USD 49,973.00



То:	SANCO		Sales Representative: Quote Number:	Jeffrey Barnard		
HOSPI		RGONIO MEMORIAL AL	Quote Number:	Q-115968		
	600 N0R SPRING	TH HIGHLAND S AVENUE G, CA 92220-3090	Proposal Date:	Jun 21, 2023		
Affiliation: PRE1			Phone: E-mail:	(951) 216-0000 j.barnard@mindray.com		
Affiliation Notes:		Premier Healthcare Alliance – Patient Monitoring Contract #PP-NS-1478 – (PRE1): Standard One Year-On Site Warranty for parts & labor on Passport Monitors, Gas Module, Central Stations. Standard One Year. Standard Three Year Mail-In Warranty on Accutorr Monitors, VS9 Monitors. N Series Monitors - Standard 5 year warranty. EPM Monitors – Standard 3 Year Warranty Premier Anesthesia Contract #PP-OR-2052: Anesthesia Machines - Standard three year warranty. Premier Ultrasound Contract #PP-IM-309: M7, M9, TE5, TE7, TE7 Max, TEX & ME8 Ultrasound Machines & Transducers – Standard 5 Year Warranty (Excluding 4D & TEE Transducers - Standard one year) (Excluding 4D & TEE Transducers - Standard one year) DC8 Expert Ultrasound Machine & Transducers - Standard five year warranty. Resona 7 & Resona I9 Ultrasound Machine & Transducers - Standard 5 Year Warranty. ZS3 ultrasound systems include a 5 year warranty except for the TEE, 3d and Aux transducers which all carry a 1 year warranty. Z.One Emerald systems include a 5 year warranty except for the TEE and any refurbished transducers which carry the first year warranty. EXCEPTION: DEMO EQUIPMENT (12 MONTHS ONLY)				
Payment Terms:		NET 45 DAYS (Subject to Credit Approval)				
Shipping Terms:		F.O.B. SUPPLIERS Dock (Freight & Insurance Prepaid on Contracted Products Only) "To ensure on-time delivery of your orders, Mindray may drop ship products directly from our overseas factories or distribution warehouses"				
Proposal N	lotes:					
Product No	otes:	Biomedical training credits issued to custo employees of the facility purchasing the e				
		Central Station - Hospitals, or buying grou while opening plenum spaces including the separately for the containment costs. The containment system, plus the additional c Representative who are required to use the incurred after the installation for Mindray I system.	e use of a negative chamb se cost will include, but not ost incurred by the cable in ne system. This will also ap	er tent system will be billed be limited to, rental of a staller and the Mindray ply to any containment costs		
		Trash Removal responsibility Mindray is not responsible for the disposa Mindray products. Mindray will work with t for ease of disposal by the customers' per disposal of packing material.	the customer to collect and	centralize the packing material		
		De-Installation of existing cabling Mindray is not responsible for the de-insta patient monitoring system. Mindray will pr				

Mindray is not responsible for the de-installation of existing cabling associated with an existing patient monitoring system. Mindray will provide this service on a time and material basis in the event that the customer would like to have this work done by Mindray at the time of the installation. Customer will be responsible for pulling of cable and certification, if these items are not charged on the body of this quote.

#### **Fiber Optics Requirements**

In the event that fiber optics network runs are necessary due to the location of the central rack, then it will be the customer's responsibility to add the necessary fiber optic run(s). Mindray Technology service will provide this service on a T+M basis in the event that the customer would like to have this work done by Mindray.

Pricing for cable pull and certification is based on nonunion labor. If Union labor is required customer will be invoiced for any additional cost. Pricing for cablepull includes installation of cables above ceilings or any horizontal/vertical pathways and shall be supported per BISCI standards utilizing communications rated J-hooks. Pricing does not include major structural changes to go between walls or floors, e.g., penetration of interior or exterior cement walls or the installation of conduit/Raceway.

### Core Drilling requirements

In the event that core drilling (i.e drilling between floors to accommodate network runs) is required to complete an installation, the customer will be responsible for customary costs associated with this work. Mindray Technology Services will provide this service on a T+M basis if requested by the customer.

(Customary charges are approximately \$450 each)

Purchase order acceptance and delivery of Mindray Certified Refurbished products is subject to inventory availability.

### **Product Notes:**

Please complete at time of purchase:	Uncrating Needed: YES / NO
Receiving Dock Hours:	Debris Removal: YES / NO
Lift Gate Required: YES / NO	Prior Notification: YES / NO
Inside Delivery Required: YES / NO	
Contact Name:	
Department:	
Contact Phone #(s)	
E-mail Address(s)	
Purchase order acceptance and delivery of Mindray Certif	ied Refurbished products is subject to inventory availability.

This quotation contains no provisions for Biomedical training tuition or credits.

### If your terms are Cash-in-advance, please remit check directly to:

Mindray DS USA, Inc. 24312 Network Place, Chicago, IL 60673-1243

### **Total Price By Department**

ICU			
Department Name	List Price	Departmental Discount	Net Price
ICU	USD 561,917.00	USD -223,470.91	USD 338,446.09
'	· · · · · · · · · · · · · · · · · · ·	ICU TOTAL:	USD 338,446.09
Med Surg/ Tele			
Department Name	List Price	Departmental Discount	Net Price
Med Surg/ Tele	USD 486,855.00	USD -179,888.37	USD 306,966.63
		Med Surg/ Tele TOTAL:	USD 306,966.63
War Room			
Department Name	List Price	Departmental Discount	Net Price
War Room	USD 54,936.00	USD -41,228.92	USD 13,707.08
		War Room TOTAL:	USD 13,707.08
PACU			
Department Name	List Price	Departmental Discount	Net Price
PACU	USD 165,554.00	USD -63,227.22	USD 102,326.78
		PACU TOTAL:	USD 102,326.78
GI			
Department Name	List Price	Departmental Discount	Net Price
GI	USD 23,427.50	USD -8,987.82	USD 14,439.68
		GI TOTAL:	USD 14,439.68
OR - 2 x A5 / N15 / AGM			
Department Name	List Price	Departmental Discount	Net Price
OR - 2 x A5 / N15 / AGM	USD 201,512.80	USD -88,776.50	USD 112,736.30
		OR - 2 x A5 / N15 / AGM TOTAL:	USD 112,736.30
OR Transport			
Department Name	List Price	Departmental Discount	Net Price
OR Transport	USD 19,525.00	USD -7,352.75	USD 12,172.25
		OR Transport TOTAL:	USD 12,172.25
Enterprise Server/ R4 Upgrade			
Department Name	List Price	Departmental Discount	Net Price
Enterprise Server/ R4 Upgrade	USD 323,202.39	USD -97,903.85	USD 225,298.54
		prise Server/ R4 Upgrade TOTAL:	USD 225,298.54

10			
Department Name	List Price	Departmental Discount	Net Price
ED Wkstn R4-R5 Upgrade	USD 42,000.00	USD -39,750.00	USD 2,250.00
		ED Wkstn R4-R5 Upgrade TOTAL:	USD 2,250.00

ED Wkstn R4-R5 Upgrade

E-Gateway Upgrade				
Department Name	List Price	Departmental Discount	Net Price	
e-Gateway Upgrade	USD 58,873.00	USD -8,900.00	USD 49,973.00	
		E-Gateway Upgrade TOTAL:	USD 49,973.00	

TOTAL: USD 1,178,316.35

D 1,937,802.69
SD 745,212.34
USD 14,274.00
D 1,178,316.35
5

### **Mindray Capital Leasing Options**

Monthly Lease Payment Amount:	
	36 months USD 0.00
	48 months USD 0.00
	60 months USD 0.00
Leasing Notes:	This quote is non-binding and is subject to credit approval and acceptance by Mindray Capital. Monthly payments do not include applicable freight and taxes.



### **Total Net Price For Purchase:**

To:

SAN GORGONIO MEMORIAL HOSPITAL 600 NORTH HIGHLAND SPRINGS AVENUE BANNING, CA 92220-3090

Affiliation: PRE1

USD 1,178,316.35

Sales Representative:	Jeffrey Barnard
Quote Number:	Q-115968
Proposal Date:	Jun 21, 2023
Phone:	(951) 216-0000
E-mail:	j.barnard@mindray.com

Title of Buyer	Printed Name of the Buyer

Purchase Order Number	Date	Signature of the Buyer

Ship to Address:	
Bill to Address:	

Mindray North America now has a \$150 minimum order policy.

Unless otherwise stated, the total net price of this quotation does not include, freight or sales tax.

## **Required Agreements and Install Guides**

**Required Agreements:** 

Agreement 0002-08-37071 Rev. D: Mindray Shared Infrastructure Agreement, acknowledging all of the Mindray Shared Infrastructure applications to be purchased and installed on a facilities' network. Each application is supported by a corresponding installation guide to provide clarity.

**Required Install Guides:** 

Installation Guide 046-011214-00 Rev. 3: Mindray BeneVision CMS Viewer Installation Guide Installation Guide 046-012774-00 Rev. G: Host Platform Requirements and Configuration Guide eGateway Integration Manager

#### SAN GORGONIO MEMORIAL HEALTHCARE DISTRICT COMPARISON OF EQUIPMENT FINANCING PROPOSALS RECEIVED

	Lease	Lease	-	Base	X/1-1-14	Monthly	Legal	Purcha			0	Rate		Prepay		nants	
Lessor	Amount	Туре	Term	Rate	Yield*	Payment	Fees	Optio	n L	Deposits	Security	Lock	Index	Terms	DSCR	Other	Other Provisions
<b>Mindray Capital</b> Bill Yardley, 949-683-	\$ 375,000 -7604	Finance	36 mos.	8.76%	8.76%	\$ 11,883	250	\$	1 \$	\$ 798,500	equipment	no	4-yr. swap	no penalty after year 1	no	no	Requires \$798,500 in equity payments
Popular/K2 Capital Patrick Daly 952-224	1 , -,	Finance	60 mos.	9.16%	9.16%	\$ 24,450	\$-	\$ 1	01 \$	\$-	equipment	no	SOFR	no penalty	no	no	Rate adjusts to SOFR index Credit was not approved by Lessor
<mark>Med One</mark> Brian Nappi 800-248	<mark>\$ 1,178,316</mark> -5882	Finance	60 mos.	11.75%	11.75%	<mark>\$ 26,060</mark>	<mark>\$ -</mark>	\$	1 (	\$-	equipment	maybe	no	no penalty	no	no	Rate is locked when agreement is signed

\* Yield takes into consideration all fees, expenses advance deposits, etc.

#### 2021 Revenue Bonds:

Permitted Encumbrances allows for purchase money security interests and capitalized lease obligations.

Section 3.04 of the Indenture allows for the issuance of Parity Debt. However, the Financing Lease being considered is not Pariy Debt.

Section 5.05(a) of the Indenture allows for Long-Term Indebtedness so long as the District provides a Certificate to the Trustee certifying that the aggregate principal amount of the Long-Term Indebtedness and all other Outstanding Long-Term Indebtedness incurred pursuant to this clause (i) does not exceed 20% of the Total Revenues of the District for the most recent Fiscal Year for which audited financial statements are available. Total Revenues for the FYE June 30, 2022, equals \$88,123,088 x 20% = \$17,624,617. The only debt issued pursuant to this section since the 2021 Revenue Bonds per the District and their auditors is approximately \$314,000. Therefore, given the current gross debt capacity pursuant to Section 5.05(a)(i) is \$17,624,617 (see above) and the \$314,000 in debt issued, would provide a net debt capacity of approximately \$17,310,000. As such, it is my opinion that the leasing of approximately \$1,200,000 in equipment is allowed pursuant to Section 5.05(a)(i) of the 2021 Revenue Bonds Indenture.

#### 2022 Revenue Bonds:

The 2022 Bonds do not have any limitations on the issuance of debt secured by other than the District's general operating ad valorem taxes.

#### Line of Credit:

The Line of Credit does not have any limitations on the issuance of debt.



In behalf of Med One Capital Funding - California L.P.

## **EQUIPMENT LEASE AGREEMENT**

10712 \$	South 1300 East, Sandy, Utah 84094	<i>phone</i> (800) 248.5882	<i>fax</i> (800) 468.5528
CUSTOMER	San Gorgonio Memorial <mark>Health Care</mark> District dba. San Gorgonio Memorial	DATE	6/27/2023
	Hospital		
ADDRESS	600 North Highland Springs Avenue	AGREEMENT	A71181-1
	Banning, CA 92220-3046	VENDOR	Mindray, DS, USA, Inc.
CONTACT		CONTACT	Jeffrey Barnard
PHONE	951-845-1121	PHONE	951-216-0000
EMAIL		EMAIL	j.barnard@mindray.com
		QUOTE ID	

#### EQUIPMENT

QTY	EQUIPMENT	UNIT COST	SUBTOTAL
1	Equipment - as fully detailed in Mindray Quote #Q-115968	\$1,178,316.35	\$1,178,316.35
Canada 25.24 A COMPANYA SU		Total Cost	\$1,178,316.35

#### PRICING

Months 1 - 60	\$26,060.00
First Payment Due	30 days After Acceptance of Equipment
	y subsequent extension of the Lease Term, se from any of the following:
Ρι	urchase for \$1.00

#### **TERMS & CONDITIONS**

1.) LEASE. Med One Capital Funding, LLC hereby leases the equipment described on the first page of this Lease (the "Equipment") to Customer and Customer hereby leases the Equipment from Med One Capital Funding, LLC pursuant to the terms and conditions set forth herein.

2.) LEASE TERM. The term of this Lease shall commence on conditions set forth above (Due Date of First Lease Payment), and shall terminate after the sixtieth lease payment has been received, unless earlier terminated or extended as otherwise provided herein (the "Term").

3.) CONDITION PRECEDENT. This Agreement is presented conditioned upon Med One Capital Funding, LLC's review and approval of Customer's credit and financial information and receipt of Customer's purchase order issued for the Term and rental price reflected in the pricing section on the first page of this Agreement. Customer's purchase order shall be issued to Med One Capital Funding, LLC at the address listed on page one.



In behalf of Med One Capital Funding - California L.P.

## **EQUIPMENT LEASE AGREEMENT**

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fax (800) 468.5528

4.) DELIVERY; ACCEPTANCE. Customer agrees to inspect the Equipment when delivered and, if it is satisfactory, to execute a Notice of Delivery and Acceptance supplied by Med One Capital Funding, LLC as evidence thereof. Med One Capital Funding, LLC is not responsible for delivery of the Equipment, which shall be shipped directly to Customer from the Vendor. Any delay in delivery of the Equipment shall not affect the validity of this Lease, provided that Med One Capital Funding, LLC shall have the option to terminate this Lease if the Equipment is not delivered within 180 days of the date Customer executed this Lease. CUSTOMER'S EXECUTION OF THE NOTICE OF DELIVERY AND ACCEPTANCE WILL CONCLUSIVELY ESTABLISH THAT THE EQUIPMENT WAS RECEIVED, WAS INSPECTED, AND IS ACCEPTABLE FOR ALL PURPOSES UNDER THIS LEASE.

5.) LEASE PAYMENTS. During the Term, Customer shall pay to Med One Capital Funding, LLC the Monthly Lease Payment, as set forth on the first page hereof (the "Payment"), plus any other charges due and payable hereunder, including, but not limited to, sales and use taxes which may be applicable. The Payment shall be deemed late and subject to a 5% late fee if any given payment is not received by Med One Capital Funding, LLC within five days after the due date.

6.) NET LEASE; OTHER CHARGES. This Lease is a net lease. Customer shall pay when due all taxes (including sales and use taxes, personal property taxes, fines and penalties, but excluding income taxes), insurance charges, service and maintenance costs, and all inspection or certification costs related to or arising from the Equipment or this Lease. If Customer fails to pay such amounts, Med One Capital Funding, LLC may pay such amounts for Customer, in which case Customer shall immediately reimburse Med One Capital Funding, LLC together with interest on such amounts at the rate of 1.5% per month. Customer shall also pay Med One Capital Funding, LLC any UCC filing fees paid or incurred by Med One Capital Funding, LLC.

7.) NON-CANCELABLE LEASE. This Lease may not be cancelled, and Customer agrees that it has an absolute and unconditional obligation to pay to Med One all Payments and other amounts when due. Customer is not entitled to abate or reduce such payments, or to set off any charge against any such amount due to Med One. Customer and Med One agree that this Lease is a "Finance Lease" as defined by the Uniform Commercial Code ("UCC") Article 2A. Customer shall be responsible for and shall indemnify Med One against all costs, expenses and claims of every nature whatsoever arising out of or in connection with or related to this Lease of the Equipment, except for costs, expenses and claims arising from the misconduct or gross negligence of Med One.

8.) BANKRUPTCY. It is the intent of the parties that Med One Capital Funding, LLC shall be entitled to the benefits of Section 365 of the Bankruptcy Code or any analogous section of the Federal bankruptcy laws, as amended from time to time with respect to the right to repossess the Equipment as provided herein or therein, and in any circumstances where more than one construction of the terms and conditions of this Lease is possible, a construction that would preserve such benefits shall control over any construction that would not preserve such benefits or would render them doubtful. To the extent consistent with the provisions of Section 365 of the Bankruptcy Code or any analogous section of the Federal bankruptcy laws, as amended from time to time, it is hereby expressly agreed and provided that notwithstanding any other provisions of the Federal bankruptcy law, as amended from time to time, any right of Med One Capital Funding, LLC and its assignees to take possession of the Equipment in compliance with the provisions of the Bankruptcy code, or ay analogous provisions of any superseding statute or any power of the bankruptcy court to enjoin such taking of possession. Furthermore, Customer expressly acknowledges and agrees that if it files or seek relief pursuant to any of the Federal bankruptcy laws, that Med One Capital Funding, LLC shall be entitled to an order granting Med One Capital Funding, LLC relief from the automatic stay imposed by any such bankruptcy proceedings. Customer hereby expressly acknowledges and agrees that a remedy for Med One Capital Funding, LLC is appropriate and that Customer will not oppose any such motion that Med One Capital Funding, LLC may file seeking an order for relief from the automatic stay. The parties hereby agree that the provisions of this § 9 shall be interpreted in a manner that is most favorable to Med One Capital Funding, LLC's position.

9.) TITLE. Med One Capital Funding, LLC is the owner of the Equipment and shall have sole title to the Equipment and Customer shall have no right, title or interest therein except as to the use thereof subject to the terms and conditions of this Lease. For purposes of the foregoing and subject to Section 11 below, Customer transfers to Med One Capital Funding, LLC all of Customer's right, title and interest (including all ownership interest) in and to the Equipment free and clear of all liens, security interests and encumbrances. Med One Capital Funding, LLC may affix (or require Customer to affix) tags, decals, or plates to the Equipment indicating Med One Capital Funding, LLC's ownership, and Customer shall not permit their removal or concealment. Customer shall not permit the name of any person or entity other than Med One Capital Funding, LLC or its assigns to be placed on the Equipment as a designation that might be interpreted as a claim of ownership or security interest. Customer shall not pledge or encumber the Equipment, permit any lien or other encumbrance against the Equipment or make any representation to any third party which is inconsistent with Med One Capital Funding, LLC's ownership rights.

10.) CUSTOMER COVENANTS. Customer shall use the Equipment for business purposes only and not for personal, family or household purposes. Customer shall keep and use the Equipment only at Customer's location as shown on this Lease and shall not move the Equipment unless Med One Capital Funding, LLC consents in writing. Customer shall, at its own cost and expense, cause the Equipment to be inspected, tested, repaired, maintained and/or certified, as and to the extent required by applicable federal, state or local laws, rules or regulations governing the use, possession or operation of medical diagnostic equipment such as the Equipment.

11.) END OF TERM. Provided no Customer material default shall have occurred and be continuing under this Agreement, Customer shall purchase the Equipment at the end of the Term for \$1.00. Upon payment of this final amount and all other amounts due and owing under this Agreement, Med One Capital Funding, LLC shall transfer all of Med One Capital Funding, LLC's right, title and interest (including all ownership interest) in and to the Equipment to Customer free and clear of all liens, security interests and encumbrances. Sale of the Equipment to the Customer at the end of the Term shall be on an "as is", "where is" basis, and without representation, warranty or recourse on the part of Med One Capital Funding, LLC or its successors or assigns.

12.) **RISK OF LOSS.** Customer shall be and is responsible for all risk of loss or destruction of or damage to the Equipment. No such loss or damage relieves Customer from its payment obligations under this Lease. Customer shall be responsible for (and shall be deemed to have possession and control of) all of the Equipment from the time it is shipped from the Vendor's location, including without limitation any loss, damage, destruction or theft which may occur in loading or in transit. Customer Acknowledges that the Equipment is being shipped FOB Vendor's location. Customer's obligations under this agreement and in particular this paragraph 13 shall remain operative and in full force and effect. Customer shall promptly notify Med One Capital Funding, LLC in writing of any loss or damage and, at Customer's election, Customer shall either (i) pay to Med One Capital Funding, LLC the present value of the total of all Payments and other payments for the full Lease Term, discounted at six percent (11.75%) per year, or (ii) replace the lost or damage Equipment and complete the remaining terms of this Lease. Customer may use any insurance proceeds to satisfy either option set forth in the proceeding sentence.



In behalf of Med One Capital Funding - California L.P.

## **EQUIPMENT LEASE AGREEMENT**

10712 South 1300 East, Sandy, Utah 84094

phone (800) 248.5882

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13.) **INSURANCE.** Customer shall keep the Equipment fully insured against loss in an amount not less than the replacement cost (as determined by Med One Capital Funding, LLC in its reasonable discretion) until this Lease is terminated and, as set forth in § 11, above, Med One Capital Funding, LLC has delivered possession of the Equipment to Customer. No such policy(ies) shall be cancelable or subject to reduction of coverage or other modification except after thirty (30) days prior written notice to Med One Capital Funding, LLC by the insurer. All such policies shall be written as primary policies, not contributing with and not in excess of coverage which Med One Capital Funding, LLC may carry. Med One Capital Funding, LLC may also request proof of insurance and review a copy of the policy upon reasonable request. Customer shall pay any deductibles applicable under any such policies.

14.) ASSIGNMENT. Customer shall not sell, transfer, assign or sublease the Equipment or its rights under this Lease without the written consent of Med One Capital Funding, LLC, which consent will not be unreasonably withheld or delayed. Med One Capital Funding, LLC may sell, assign, or transfer this Lease and, if Med One Capital Funding, LLC does so, the new owner will have the same rights and benefits as Med One Capital Funding, LLC and Med One Capital Funding, LLC will have no further duties or obligations to Customer under this Lease other than to provide written notice of such transfer. Customer agrees that the rights of the new owner will not be subject to any claims, defenses or set offs that Customer may have or claim against Med One Capital Funding, LLC or any third party.

15.) EVENTS OF DEFAULT. Any of the following events or conditions shall constitute an event of default and a breach hereunder: (a) Customer shall default in the payment or performance when due of any material indebtedness for borrowed money of Customer arising independently of this Lease; (b) Customer fails to pay any rentals, or other monies or charges within five days after the due date, or fails to observe any other term, covenant, or condition of this Lease which is not cured within 30 days following written notice by Med One Capital Funding, LLC; (c) Customer ceases doing business as a going concern; (d) dissolution, termination of existence, or assignment for the benefit of creditors by or against Customer or Customer or customer becomes insolvent or unable to pay debts at they mature; (e) a case is commenced by or against Customer, the effer al Bankruptcy Code or any similar law or statute which is not dismissed within 60 days; (f) Customer applies for or consents to the appointment of a receiver, trustee, conservator, or liquidator of Customer or such receiver, trustee, conservator, or liquidator is appointed without the consent of Customer; (g) any statement, representation or warranty of Customer herein or in any other writing at any time furnished by Customer to Med One Capital Funding, LLC is untrue in any material respect when made; (h) an attachment, garnishment, execution, judgment or other process is issued or a lien is filed against any material property of Customer; (i) Customer makes a transfer of all or substantially all of its furniture, fixtures, furnishings, or other Equipment or inventory or if a transfer is made of any interest in any part of the Equipment without the written authorization of Med One Capital Funding, LLC; or (j) any guarantor dies or any event described above occurs with respect to any guarantors.

16.) REMEDIES. Upon the happening of any one of more events or conditions of default or breach, Med One Capital Funding, LLC shall have the right, in Med One Capital Funding, LLC's sole discretion, to exercise any one or more of the following remedies: (a) to declare all unpaid rentals immediately due and payable and to recover the balance of rent and charges reserved under this Lease reduced to present value as of the date of determination at a rate equal to 11.75% per annum; (b) to sue for all rentals due under this Lease as they shall accrue; (c) with or without notice, demand, or legal process, to re-take possession of the Equipment under this Lease and (1) re-lease the Equipment and recover from the Customer the amount by which the balance of rent and charges under this Lease for the remainder of the term exceeds the net proceeds received by Med One Capital Funding, LLC for such releasing for the same period; or (2) sell the Equipment and recover from the Customer the amount by which the balance of the rental and charges under this Lease for the term of the lease period exceeds the net proceeds received by Med One Capital Funding, LLC from such sale of Equipment. As used in this Lease, the net proceeds shall be deemed to be the proceeds of re-lease or sale minus all costs and expenses for recovery, repair, storage, renting or sale, including all court costs and reasonable attorney's fees. In the event Med One Capital Funding, LLC elects to retake possession of the Equipment and, in fact, recovers and repossesses the Equipment, Med One Capital Funding, LLC shall use its best efforts to sell or re-lease the same in a commercially reasonable manner. Any said taking of possession of the Equipment by Med One Capital Funding, LLC shall not constitute a termination of this Lease. Customer agrees that any requirements of reasonable notice in connection with any sale, re-lease or other disposition of the Equipment shall be met if notice is given or received by Customer not less than 10 calendar days prior to the sale, re-lease or other disposition of the Equipment; (d) without prior notice or demand, to set off against this Lease, all money or other amounts owed by Med One Capital Funding, LLC in any capacity to Customer, and Med One Capital Funding, LLC shall be deemed to have exercised such rights of set off and to have made a charge against any such money or amounts immediately upon any occurrence of such default even though such charge is entered into the books of Med One Capital Funding, LLC subsequent thereto; or (e) pursue any other remedy permitted at law or in equity. No failure on the part of Med One Capital Funding, LLC to exercise and no delay in exercising any right or remedy hereunder will operate as a waiver thereof. The remedies of Med One Capital Funding, LLC hereunder are cumulative and not mutually exclusive.

17.) UCC FILINGS. Customer hereby authorizes Med One Capital Funding, LLC to file a UCC financing statement to give public notice of Med One Capital Funding, LLC's interest in the Equipment. As noted above, Med One Capital Funding, LLC and Customer agree that this Lease constitutes a "finance lease" as defined in the UCC – Leases chapter of the Utah Code, in that (a) Customer has selected the Equipment in its sole discretion, (b) Med One Capital Funding, LLC has acquired the Equipment solely for purpose of leasing such Equipment to Customer under this Lease, and (c) Customer has received or has the right to receive a copy of the contract evidencing Med One Capital Funding, LLC's purchase of the Equipment. Customer grants Med One Capital Funding, LLC as security interest in the Equipment, and all additions, attachments, accessions, and accessories thereto, all substitutions, replacements or exchanges therefore, and all insurance and/or other proceeds thereof, whether now owned or hereafter acquired, if this Lease is deemed a secured transaction. In all instances, Customer appoints Med One Capital Funding, LLC as Customer's attorney-in-fact and agent, with full power of substitution, to execute and deliver any such UCC financing statement or other instrument(s) in order to record its interest in the Equipment. Customer confirms that such power of attorney is irrevocable and coupled with Med One Capital Funding, LLC's interest in the Equipment. Customer confirms that such power of attorney is irrevocable and coupled with Med One Capital Funding, LLC's interest in the Equipment.

18.) REPRESENTATIONS AND WARRANTIES. Med One Capital Funding, LLC and Customer each represent and warrant, each to the other, as follows: (a) the execution, delivery and performance of this Lease and its consummation of the transactions contemplated hereby have been duly authorized and approved as required by the applicable laws and articles, bylaws, and other charter instruments governing its affairs and operations; and (b) this Agreement and the other agreements and instruments contemplated hereby which are to be signed by the party have been duly executed and delivered by the party and, assuming due authorization, execution and delivery by the other party, this Agreement and the other agreements contemplated hereby which are to be executed by them, respectively, constitute the legally valid and binding obligations of the party. In addition, Customer represents and warrants that the Equipment is reasonable and necessary for the legitimate business purposes of Customer and will be used exclusively by Customer.



In behalf of Med One Capital Funding - California L.P.

## **EQUIPMENT LEASE AGREEMENT**

10712 South 1300 East, Sandy, Utah 84094

phone (800) 248.5882

fax (800) 468.5528

19.) LIMITED WARRANTY. Customer leases the Equipment from Med One Capital Funding, LLC "AS IS, WHERE IS AND WITH ALL FAULTS." Except as set forth in §18 above, Med One Capital Funding, LLC MAKES NO FURTHER REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, AND SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THE DESIGN, COMPLIANCE WITH SPECIFICATIONS, QUALITY, OPERATION, OR CONDITION OF ANY EQUIPMENT, THE MERCHANTABILITY OR FITNESS OF EQUIPMENT FOR A PARTICULAR PURPOSE, OR ISSUES REGARDING PATENT INFRINGEMENT, TITLE OR THE LIKE. Customer represents and warrants that it has selected all Equipment without Med One Capital Funding, LLC's assistance.

20.) LIMITATION OF REMEDIES; INDEMNITY. To the extent permitted by applicable law, Customer agrees that Med One Capital Funding, LLC shall not have any liability to Customer, Customer's customers, or any third parties for any incidental, indirect, special or consequential damages arising out of this Lease or concerning any Equipment, or for any damages based on strict or absolute tort liability, negligence or other theory of liability (except to the extent of contract liability to Customer arising from a Med One Capital Funding, LLC default under this Lease). Customer shall indemnify, defend and hold Med One Capital Funding, LLC harmless from and against any claim for losses or injury caused by Customer's possession, use or operation of the Equipment.

21.) ENTIRE AGREEMENT. This Agreement is the final and complete expression of the terms and conditions between Customer and Med One Capital Funding, LLC regarding the Lease. The contract shall be legally binding upon and effective against the parties. No other terms or conditions, regardless of whether written or verbal and regardless of whether set forth in any proposals, negotiations, credit applications, purchase orders, invoices or similar documents or statements between Customer and Med One Capital Funding, LLC are part of this contract.

22.) MISCELLANEOUS PROVISIONS. Time is of the essence in the performance of this Lease. This Lease may be modified only by a written instrument dated subsequent to the date hereof and signed by Customer.

23.) RATE FLUCTUATION. The lease payments provided herein were calculated based, in part, on an interest rate equivalent as quoted on the Intercontinental Exchange website, at https://www.theice.com/marketdata/reports/180, under the USD Rates 1100 Series. Med One Capital Funding, LLC reserves the right to adjust the payments prior to contract commencement in order to maintain current economics of this lease transaction.

24.) Payments to be made through Electronic Debit/ACH (automated clearing house). Customer agrees to execute documentation pertaining to this process.

#### **INSURANCE ON LEASED EQUIPMENT**

Customer is responsible to provide both casualty and liability insurance on the Equipment that is the subject of this Agreement. Please provide insurance information as requested below or provide a letter to Med One Capital Funding, LLC that Customer intends to "Self Insure" the Equipment:

We intend to Self Insure	YES	NO	Self Insurance Contact Info:				
We will provide insurance coverage:							
Contact for Insurance Inform	nation:	John Peleu	uses				
Name of Insurance Compar	ıy: All	liant		Contact Name:	Josie Charley		
Contact Email: Josie.Cha	arley@a	lliant.com		Contact Phone:	(949) 242-6280		
Insurance Company Addres	s: 18						

Please notify your insurance company that Med One Capital Funding, LLC will contact them to request an insurance certificate.



In behalf of Med One Capital Funding - California L.P.

## **EQUIPMENT LEASE AGREEMENT**

fax (800) 468.5528

10712 South 1300 East, Sandy, Utah 84094

phone (800) 248.5882

95-6004149

CUSTOMER ACKNOWLEDGEMENT- San Gorgonio Memorial Health Care District dba. San Gorgonio

#### **Memorial Hospital**

We hereby acknowledge, accept and agree to the terms of this Agreement and have issued our Purchase Order Number.

#### PURCHASE ORDER NUMBER (required)

TAX PAYER ID NUMBER (required)

If Customer is tax exempt, an exemption certificate must be furnished to Med One Capital Funding, LLC, otherwise use tax will be assessed and added to the lease payment which is reflected above.

SALES TAX EXEMPT

YES NO

SALES TAX EXEMPTION NUMBER

The undersigned hereby acknowledges that they have full power and authority to execute this Agreement in behalf of the Customer listed above. Performance of this Agreement by Customer has been authorized and requires no additional approval or consent by any other person or entity.

This Agreement may be signed by facsimile and in one or more counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument.

Customer hereby waives any right it may have under Section 2A-517 of the Uniform Commercial Code or otherwise to revoke its acceptance for any reason whatsoever including but not limited to: i) any assumption by Customer that a nonconformity would be cured; ii) to discover a nonconformity before acceptance; or iii) any Lessor default under the Lease. Customer further hereby waives its rights under Section 2A-401 and 2A-402 of the Uniform Commercial Code to suspend performance of any of its obligations under the Lease with respect to the Equipment hereby accepted.

San Gorgonio Memo	rial Health Care District dba. San Gorgonio Men	norial Hospital	
Steve Barron	Ster Barrin	CEO	28 June 2023
PRINT NAME	SIGNATURE	TITLE	DATE

Med One Capital Funding, LLC

In behalf of Med One Capital Funding - California L.P.

PRINT NAME

SIGNATURE

TITLE

DATE



## **AUTOMATIC ACH WITHDRAWAL**

ADDRESS 10712 South 1300 East, Sandy, UT 84094

PHONE (801) 566.6433

FAX (801) 566.7049

WEB www.medonegroup.com

By signing this agreement, \_\_\_\_ hereby authorizes Med One Capital Funding LLC (Med One Group) and its affiliated companies to collect lease / rental payments as well as applicable freight charges via Automatic Clearing House (ACH) for any and all lease or rental transactions which are or shall be entered into between Med One and \_\_\_\_ (lessee).

This agreement applies to all transactions between Med One and lessee per the payment schedule established by the lease / rental agreement. Lessee shall not terminate the Auto-Draft Authorization Agreement unless Lessee first completes and executes a new Auto-Draft Authorization Agreement.

### **ACCOUNT INFORMATION**

Name on Account	t
Name of Bank	
Account Number	
Routing Number	

SIGNATURE / TITLE

-0625

GLS 12023 DATE FRON @ SGMH. ORG.

PHONE # OF SIGNER

EMAIL OF SIGNER

Please return completed form to:

Mark Stevens

Senior Vice President of Operations

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