

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



129
(1695)

FROM: Economic Development Agency

SUBMITTAL DATE:

June 29, 2016

SUBJECT: Southwest Detention Center and Robert Presley Detention Center X-Ray Machine Replacement Project – California Environmental Quality Act Exempt, Approve a Project Budget and Procurement of X-Ray Machine with Philips Healthcare, District 1 and 3, [\$2,043,755], Correctional Health Services 100%

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the Southwest Detention Center (SWDC) and Robert Presley Detention Center (RPDC) X-Ray Machine Replacement Project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15301, Class 1 Existing Facilities Exemption and Section 15061 (b)(3) "Common Sense" Exemption;
2. Approve a project budget of \$2,043,755 and authorize the use of the Correctional Health Services fund, including reimbursement to the Economic Development Agency (EDA) for incurred project expenses for the project;

(Continued)

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 1,543,755	\$ 500,000	\$ 2,043,755	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 1,543,755	\$ 500,000	\$ 2,043,755	\$ 0	
SOURCE OF FUNDS: Correctional Health Services 100%				Budget Adjustment: No	
				For Fiscal Year:	2016/17-17/18

C.E.O. RECOMMENDATION:

APPROVE

BY:

Rohini Dasika

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

Prev. Agn. Ref.: N/A

District: 1, 3

Agenda Number:

3-21

FORM APPROVED COUNTY COUNSEL
Purchasing & Fleet Services

By: Stan Sniff
Sheriff

Teresa Summers, Assistant Director

DATE

GREGORY P. PRIAMOS

Positions Added
☐

A-30
☐

4/5 Vote
☐

Change Order
☐

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

Economic Development Agency

FORM 11: Southwest Detention Center and Robert Presley Detention Center X-Ray Machine Replacement Project – California Environmental Quality Act Exempt, Approve a Project Budget and Procurement of X-Ray Machine with Philips Healthcare, District 1 and 3, [\$2,043,755], Correctional Health Services 100%

DATE: June 29, 2016

PAGE: 2 of 4

RECOMMENDED MOTION: (Continued)

3. Approve and execute the agreement with Philips Healthcare (Philips) for the purchase and installation of an x-ray machine for each site in the total amount of \$1,450,710;
4. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved by County Counsel to: sign amendments that do not change the substantive terms of the Agreement; and sign amendments to the compensation provisions that do not exceed 10% annually;
5. Delegate project management authority for the project to the Assistant County Executive Officer/EDA in accordance with applicable Board policies, including the authority to utilize consultants on the approved pre-qualified list for services in connection with the project, and are within the approved project budget; and
6. Authorize the Purchasing Department to execute the consultant services agreements in accordance with applicable Board policies.

BACKGROUND:

Summary

The Robert Presley Detention Center's Radiology suite is out of service as a result of reaching the end of its lifecycle. As a result, the Southwest Detention Center is the only operational correctional health radiology suite in the County, although it's also at its lifecycle end. This results in the necessity of the Sheriff's Department having to transport inmates to the SWDC from its correctional facilities in Blythe, Banning, Indio, and Riverside on a daily basis. The SWDC and RPDC X-Ray Machine Replacement project consists of the design, purchase and installation of a new x-ray unit at each site within their existing x-ray room.

From a security perspective, installation of the x-ray machines will minimize inmate transportation by providing on site medical services and lessen the need to transport inmates to local hospitals for x-rays. The number of inmates requiring radiology exams is approximately 100 per month and is expected to increase in the coming years.

County Purchasing released a Request for Proposal (RFP) FMARC-242, soliciting quotations for Radiation Equipment and Installation Services. The RFP was advertised on the Purchasing web site, and electronically mailed to six potential bidders. A total of two responses were received, with bids ranging from \$1,474,487 to \$1,795,084. The proposals were evaluated by a team comprised of members of Riverside University Health System's Radiology Department, a consulting engineer and EDA; it is the recommendation of the evaluation team to select Philips as the lowest cost, responsive/responsible bidder.

(Continued)

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Economic Development Agency

FORM 11: Southwest Detention Center and Robert Presley Detention Center X-Ray Machine Replacement Project – California Environmental Quality Act Exempt, Approve a Project Budget and Procurement of X-Ray Machine with Philips Healthcare, District 1 and 3, [\$2,043,755], Correctional Health Services 100%

DATE: June 29, 2016

PAGE: 3 of 4

BACKGROUND:**Summary (Continued)**

With certainty, there is no possibility that the project may have a significant effect on the environment at both sites. The project, as proposed, is limited to the replacement of equipment within an existing facility. The use of the facility would not change, would not require any expansion of service or facilities, and would not result in an increase in capacity or intensity of use. The project will not result in any specific or general exceptions to the use of the categorical exemption as detailed under State CEQA Guidelines Section 15300.2. It will not cause an impact to an environmental resource of hazardous or critical concern nor would it include unusual circumstances which could have a potential significant effect on the environment; it would not result in impacts to scenic highways, hazardous waste sites, historic resources, or other sensitive natural environments, or have a cumulative effect to the environment. Therefore, the SWDC and RPDC X-Ray Machine Replacement project is exempt as the project meets the scope and intent of the Common Sense Exemption identified in Section 15061 (b)(3) and Class 1 Categorical Exemption identified in Section 15301.

Impact on Citizens and Businesses

The installation of the new x-ray equipment at SWDC and RPDC will allow Correctional Health Services to provide x-ray services to inmates within each facility reducing the need of transporting inmates to outlying County care facilities.

Additional Fiscal Information

The approximate allocation of the project budget is as follows:

PROJECT BUDGET LINE ITEMS	BUDGET CATEGORY	SOUTHWEST DETENTION	ROBERT PRESLEY DETENTION	TOTAL BUDGET
Architectural Design	1	35,000	35,000	70,000
Construction Management	2	0	0	0
Philips Agreement	3			
01 Radiology Room Equipment	3a	296,730	296,730	593,460
02 Maintenance & Support for 5 Years (\$40,661/Annually)	3b	203,305	203,305	406,610
03 Turnkey Construction	3c	243,720	201,420	445,140
04 Disposal of Old Equipment	3d	2,900	2,600	5,500
Offsite Construction	4	0	0	0
Project Management	5	69,000	69,000	138,000
Fixtures, Furnishings, Equipment	6	0	0	0
Other Soft Costs / Specialty Consultants	7	37,250	37,250	74,500
Project Contingency	8	97,625	92,920	190,545
Minor Construction	9	60,000	60,000	120,000
Total Budget		\$ 1,045,530	\$ 998,225	\$ 2,043,755

(Continued)

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Economic Development Agency

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Additional Fiscal Information (Continued)

Expenditures for FY 2016/17 are estimated at \$1,543,755; expenditures for FY 2017/18 are estimated at \$500,000. This project will be 100% funded through the Correctional Health Services fund.

Attachment:

Purchase and Sale Agreement with Philips Healthcare

PURCHASE AND SALE AGREEMENT

For

**RADIOLOGY ROOM EQUIPMENT AND INSTALLATION/CONSTRUCTION & DISPOSAL
SERVICES FOR THE DEPARTMENT OF CORRECTIONAL HEALTH
AS PROPOSED UNDER RFP FMARC-242**

Between

COUNTY OF RIVERSIDE

and

**PHILIPS HEALTHCARE,
a division of
PHILIPS ELECTRONICS NORTH AMERICA CORPORATION**



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This Agreement (the "Agreement"), made and entered into this ___ day of July, 2016, by and between Philips Healthcare, a division of Philips Electronics North America Corporation, (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). CONTRACTOR and COUNTY are also referred to individually herein as a "party" and collectively as the "parties." The parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, at the prices stated in Exhibit B, Prices and Payment, Exhibit C, Certificate of Insurance and Exhibit D, HIPAA Business Associate Attachment to the Agreement.

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the reasonable satisfaction of the COUNTY and in conformance with and consistent with industry standards.

1.3 CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement as such work is set forth in Exhibit A; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products for the COUNTY which are not expressly set forth within this Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective upon the signing of this Agreement by both parties (the "Effective Date") and shall continue in effect through July 12, 2022 (the "Term"), unless terminated earlier as expressly provided for within Article 5 of this Agreement. Notwithstanding the generality of the foregoing, CONTRACTOR'S obligations related to the individual equipment and services provided under this Agreement shall cease upon expiration of the related warranties set forth within Exhibit A. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of the applicable CONTRACTOR Quotations and Turnkey Proposals set forth within Exhibit A, Prices and Payment. Unless otherwise expressly agreed in a written amendment signed by authorized representatives of both parties, the maximum aggregate payments by COUNTY to CONTRACTOR shall not exceed One Million Four Hundred and Fifty Thousand Seven Hundred and Ten and 08/100 Dollars **\$1,450,710.08** plus applicable taxes, including all expenses incurred hereunder by CONTRACTOR for CONTRACTOR's account. Except for payment of the applicable taxes, the COUNTY is not responsible for any fees or costs incurred by CONTRACTOR above or beyond the contracted amount and the amount(s), if any, agreed within written amendment(s) to this Agreement signed by authorized representatives of both parties and shall have no obligation to purchase any specified amount of services or products unless and until the County issues a Purchase Order ("PO") or POs for any product or service as described in Subsection a) to this Subsection 3.1, below. Except as specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

- a) The County's shall become obligated under this Agreement for the purchase of any of the individual products and services set forth within Exhibit A by issuing a Purchase Order ("PO") for such product or service. Multiple products and services may be included in a single PO. It is understood and agreed that any PO issued by the County under this Agreement shall contain a reference to this Agreement, by Agreement Number, and references to applicable CONTRACTOR Quotation/Proposal Numbers. For the ordering of services against CONTRACTOR's Turnkey Proposals, enclosed within Attachments 3a and 3b of Exhibit A, the associated proposal date and the applicable Site Drawing Number(s) (N-WES140477B for the Robert Presley Detention Center and/or N-WES140491 for the South West Detention Center) may be used as the reference in the PO.

3.2 Unless otherwise modified in a writing signed by authorized representatives of both parties, the prices set forth in Exhibit B shall remain firm and fixed for the Term of this Agreement. No retroactive price adjustments will be considered. Any price changes must be stated in a written amendment to this Agreement.

3.3 CONTRACTOR shall be paid against CONTRACTOR'S invoices submitted to COUNTY by CONTRACTOR in accordance with the payment terms set forth within the applicable Quotations and Turnkey

Proposals set forth within Exhibit A, and COUNTY shall pay the invoice within the time frames set forth therein, which commence upon the dates of CONTRACTOR'S invoices. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and as set forth with Exhibit A. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

Riverside County / Economic Development Agency

3133 Mission Inn

Riverside, CA 92507

Attn: Accounts Payable

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number #FMARC-99297-001-07/22; quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered in accordance with the payment provisions set forth with Exhibit A.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered in accordance with the payment provisions set forth within Exhibit A. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Codes, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; Customer shall pay for any products delivered or services provided by CONTRACTOR under this Agreement prior to June 30 of such calendar year and thereafter this Agreement shall be deemed terminated and have no further force and effect.

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance

under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by a written amendment signed by authorized representatives of both parties, accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have become aware of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. Termination

5.1. RESERVED

5.2 Termination for Default: In the event that CONTRACTOR fails to comply with any of the Terms and Conditions or Warranties agreed to herein, COUNTY may, upon thirty (30) days prior written notice to CONTRACTOR, terminate this Agreement for CONTRACTOR's default, provided however that during such thirty (30) day period CONTRACTOR has not cured such failure to the reasonable satisfaction of the COUNTY.

5.3 After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as reasonably directed by COUNTY any materials, reports or other products for which the COUNTY has made payment to CONTRACTOR.

5.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) as such termination is provided for in Subsection 5.2 above, upon a material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability to perform the terms of this Agreement.

5.6 If the Agreement is federally or State funded, CONTRACTOR cannot continue performance under this Agreement if it becomes debarred from the System for Award Management (SAM).

CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

5.7 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

6. Ownership/Use of Contract Written Materials

The CONTRACTOR agrees that all written materials or reports in any form, including electronic, created by CONTRACTOR exclusively for the purposes of CONTRACTOR's performance under this Agreement and delivered to the COUNTY by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement (the "Delivered Items") shall be the sole property of the COUNTY. Notwithstanding the foregoing, nothing which has been identified by CONTRACTOR as being CONTRACTOR confidential or proprietary, including, without limitation, CONTRACTOR's pricing, and nothing licensed to the COUNTY by CONTRACTOR hereunder including, without limitation, CONTRACTOR's software and/or firmware, shall become the property of the COUNTY. Title to CONTRACTOR's software and firmware shall remain at all times with CONTRACTOR. Except as otherwise stated in this Section 6, such Delivered Items may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such Delivered Items without prior written authorization of the COUNTY.

7. Conduct of Contractor

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR for the purpose of CONTRACTOR's performance under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all of CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject, on a non-interference basis, to inspection and test by the COUNTY or other regulatory agencies at all times. COUNTY shall reimburse CONTRACTOR for its participation in any such inspection or test which is not specifically and expressly identified in the scope of work for this Agreement and which causes an increase in CONTRACTOR's costs and will extend the applicable delivery requirements for any resultant delay. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall be entitled to the remedies set forth within Exhibit A.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to, on a non-interference basis, monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

9. Independent Contractor/Employment Eligibility

9.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits provided by the COUNTY to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or

direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

9.2 CONTRACTOR warrants that it shall make its best effort, to the extent required by applicable law, statute and regulation, to fully comply with all such federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in such federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work directly relative to this Agreement ("Covered Individuals"), all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all Covered Individuals, for the period prescribed by the law.

9.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

9.4 CONTRACTOR supports reasonable employee credentialing requirements when they are based on relevant industry guidelines per the Coalition for Best Practices in HCIR Requirements - <http://www.hcirbestpractice.org/>.

9.4.1 CONTRACTOR performs background checks on its employees at the time of hiring. Such background checks are performed by a qualified third party agency and include the following:

- a) County, Federal, and National criminal checks (felony and misdemeanor)
- b) National Sex Offender Registry search
- c) Debarment – HHS / OIG / GSA / EPLS / FDA Exclusion checks
- d) Terrorist List, FBI Most Wanted, Terrorist Exclusion List, U.S. Department of the Treasury & Foreign Database sanctions including OFAC (Office of Foreign Asset Control) and SDN (Specially Designated Nationals)
- e) Employment Verification
- f) Education Verification
- g) Social Security Verification
- h) Ten-panel drug screen covering marijuana, cocaine, opiates, amphetamines, phencyclidine (PCP), benzodiazepines, barbiturates, methadone, methaqualone, and propoxyphene

9.4.2 CONTRACTOR shall, as set forth in Article 9.4 above, screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not knowingly hire or engage any Ineligible Person to provide services directly relative to this Agreement. Covered Individuals shall be required to promptly disclose to CONTRACTOR any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall promptly notify COUNTY after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

9.5 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

10. Subcontract for Work or Services

10.1 No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

10.2 Subcontractors approved for work under this Agreement are:

- a) Griffcon Incorporated
36 Argonaut, Suite 100
Aliso Viejo, CA 92656-1437
Chris Griffitts
949-420-0440

- b) United Technical Support Services (UTSS)
206 East Garfield Road
Aurora, Ohio 44202
Ken Bullion
330-562-3330
kbullion@utss.net

11. Disputes

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall then be subject to Subsection 11.2 below. The CONTRACTOR shall proceed in a commercially reasonable manner with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met within a reasonable time after the Effective Date of this Agreement. CONTRACTOR will, to the extent such obligations are the responsibility of CONTRACTOR, obtain all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

13. Use By Other Political Entities

13.1 Equipment: The CONTRACTOR equipment set forth in Attachment 01 to Exhibit A of this Agreement, and the corresponding prices set forth in Exhibit B, were offered by CONTRACTOR at the discounts provided under the Capital Equipment Supplier Agreement for General and Digital Radiography (Contract Number "XR0015"), entered in to by and between Novation, LLC and CONTRACTOR, and the special discounts offered under a one-time Novation Group Buy opportunity and are, therefore, not applicable to subsequent purchases by the County or any other Entity, as Entity is defined below. However, the CONTRACTOR equipment set forth within Attachment 01 to Exhibit A of this Agreement remains subject to the discounts and terms of XR0015. For subsequent purchases of the CONTRACTOR equipment set forth in this Agreement, the CONTRACTOR agrees to

extend the applicable XR0015 pricing, terms, and conditions to each and every political entity, special district, and related non-profit entity in Riverside County (each, individually, an "Entity" and collectively, the "Entities"), provided however, that any such Entity is an entitled Member under XR0015.

13.2 POS Service Quotations: CONTRACTOR's POS Service Quotations set forth in Attachment 2 to Exhibit A of this Agreement and the corresponding prices set forth in Exhibit B, were offered by CONTRACTOR to include the County's Earned Discount on such services (earned by placing the POS Service order concurrently with purchase of the related equipment) and an additional special discount offered to bring them in line with the one-time Novation Group Buy opportunity for the related equipment and are, therefore, not applicable to subsequent purchases by the County or any other Entity. CONTRACTOR's POS Service Quotations are issued on a case-by-case basis, based upon then-current prices and the related equipment configuration(s), quantities, software configuration(s) and/or services being offered. The CONTRACTOR agrees to include the Earned Discount, if applicable, in CONTRACTOR's POS Service Quotations to each and every political entity, special district, and related non-profit entity in Riverside County, provided however, that any such Entity would otherwise be entitled to the Earned Discount.

13.3 Turnkey Contracting Proposals: CONTRACTOR's Turnkey Contracting Proposals are issued on a case-by-case basis, based upon then-current labor and materials costs and the related scope of work to be performed and are not subject to discounts for the County or any other Entity.

13.4 It is understood that other Entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other Entities' purchases.

14. Non-Discrimination

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq),

the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and all other applicable laws or regulations.

15. Records and Documents

CONTRACTOR will maintain records related to CONTRACTOR pricing obligations for the products and services provided under this Agreement, sufficient to permit a complete audit. COUNTY may, at its election, conduct an audit of CONTRACTOR's compliance not more than once per year. All such audits shall be conducted by CONTRACTOR's external auditor; or a qualified, independent third party auditor reasonably acceptable to CONTRACTOR, and such acceptance shall not be unreasonably withheld. The services of such auditors will be at COUNTY's sole cost and expense. The audit shall be conducted on CONTRACTOR's premises at reasonable times. The auditor will be required by COUNTY to sign a standard confidentiality agreement with CONTRACTOR and to hold CONTRACTOR pricing and other information in confidence. CONTRACTOR will cooperate with and provide all information and documentation that is within the scope of the audit to such auditor; provided that CONTRACTOR may blind COUNTY's identity if the disclosure of such information to the auditor would cause CONTRACTOR to breach any confidentiality agreement. Audit results provided to COUNTY will only confirm CONTRACTOR contract compliance/non-compliance for the audit period and if applicable the amount of any discrepancy between the parties.

16. Confidentiality

16.1 In addition to the agreed Non-Disclosure and confidentiality provisions set forth within Exhibit A, the parties agree that the CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

16.2 The CONTRACTOR shall protect from unauthorized disclosure the names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall not comply with third party requests for disclosure of such

information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

16.3 The CONTRACTOR is subject to and shall operate in compliance with all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, enacted August 21, 1996, and the related laws and regulations promulgated subsequent thereto as set forth in Attachment 1 of this Agreement.

17. Administration/Contract Liaison

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties by e-mail or by United States Mail, postage prepaid, return receipt requested, at the addresses set forth below and are deemed submitted on the date received by the receiving party:

COUNTY OF RIVERSIDE

Purchasing and Fleet Services
Procurement
2980 Washington Street
Riverside, CA 92504

CONTRACTOR

Philips Healthcare
Commercial Contracts
3000 Minuteman Road
MS 2214
Andover, MA 01810

19. Force Majeure

Except for the COUNTY's obligation to make payments against CONTRACTOR's invoices for products and/or services delivered or provided by CONTRACTOR under this Agreement, if either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control and without the fault or negligence of such party, and which could not have been reasonably anticipated, such as, without limitation, acts of God, acts of war, civil disorders, delays of carriers, subcontractors or suppliers, shortage of labor, lockouts, acts of sabotage, riots, failure of power, accidents, delays of carriers, subcontractors or suppliers due to an underlying force majeure event, shortage of materials or manufacturing facilities due to an underlying force majeure event, voluntary or mandatory compliance with

any government act regulation or request, or other similar acts, such party shall not be held liable for such failure to comply.

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. To the extent mandated by state or local law, the CONTRACTOR agrees to furnish the required data and certifications to the COUNTY promptly after notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification

21.1 Subject to the Limitations of Liability in CONTRACTOR's attached Terms and Conditions of Sale and Warranties, CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any third party claims for loss, cost, damage, expense or liability (including commercially reasonable attorney's fees) for bodily injury (including death) or tangible property damage (representing the actual cost to repair or replace physical property damage), and to the extent such damages or injury are caused by Philips' negligent acts or omissions, or proven product defect.

21.2 RESERVED.

21.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

21.4 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

22. Insurance

22.1 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

A. Workers' Compensation:

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

D. Professional Liability

Contractor shall maintain Professional Liability Insurance providing coverage for the Contractor's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Contractor's Professional Liability Insurance is written on a

claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

E. General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate

(s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

23. General

23.1 Philips may assign its service obligations under this Agreement to a third party provided that Philips shall remain at all times primarily liable for such obligations. Except as stated in the previous sentence and except for Philips' right to assign payment, neither party may assign any rights or obligations in connection with the transactions contemplated by this Agreement without the prior written consent of other party. Except as expressly stated herein, any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

23.2 Any waiver by either party of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of either party to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing such party from enforcement of the terms of this Agreement.

23.3 RESERVED

23.4 CONTRACTOR shall not, under a given PO, provide partial delivery or shipment of services or products unless specifically stated in the Agreement or as otherwise approved in writing by an authorized representative of the COUNTY.

23.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

23.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement and agrees to make applicable price changes, if any.

23.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures of which the COUNTY has made the CONTRACTOR aware in advance of CONTRACTOR's performance under this Agreement. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

23.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA) to the extent that such standards and codes apply to CONTRACTOR or its services under this Agreement.

23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

23.12 This Agreement, including Exhibits A and B and their associated attachments, supplements, warranties and service agreements, constitute the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

- A. In the event of any conflict between the provisions of Articles 1 through 23.12 of this Agreement and the provisions of Exhibits A, B and C, including their associated attachments, supplements, warranties and service agreements, the provisions of Exhibits A, B and C, including their associated attachments, supplements, warranties and service agreements, shall take precedence.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political
subdivision of the State of California

PHILIPS HEALTHCARE, a division of
**PHILIPS ELECTRONICS NORTH
AMERICA CORPORATION**

By: _____
John J. Beniot
Board of Supervisors

By: Justine Starrett
Name: Justine Starrett
Title: Sr. Manager, Commercial Contracts

Dated: _____

Dated: June 13, 2016

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: _____
Deputy

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: Neal Kipnis 6/9/16
Neal Kipnis,
Deputy County Counsel

EXHIBIT A
SCOPE OF SERVICES

PRODUCTS AND SERVICES – SUMMARY

Item	Description	Quantity
01	Philips Digital Diagnost 4.1 Dual Detector (As further described in Attachment 1 to this Exhibit A)	2
02	Equipment Maintenance & Support - Post Warranty (As further described in Attachment 2 to this Exhibit A)	2
03	Turnkey Construction (As further described in Attachment 3 to this Exhibit A)	2
04	Disposal of Old Equipment (As provided for within Attachments 1a and 1b to this Exhibit A)	2

The following attachments are hereby incorporated in to this Exhibit A:

Attachment 1	Philips Equipment and Installation Quotations
Attachment 2	Philips POS Service Contract Quotations
Attachment 3	Philips Turnkey Contracting Proposals

ATTACHMENT 1

To Exhibit A

PHILIPS EQUIPMENT AND INSTALLATION QUOTATIONS

This Attachment 1 consists of the Philips Equipment Quotations referenced below as such quotations are set forth in the following pages.

Attachment 1a: Quotation Number 1-17AQ9WK dated January 07, 2016

Attachment 1b: Quotation Number 1-18VV6DC dated January 07, 2016

PHILIPS HEALTHCARE
A division of Philips Electronics North America Corporation
22100 Bothell Everett Highway
P.O. Box 3003
Bothell, Washington 98041-3003

PHILIPS

Quotation #: 1-17AQ9WK	Rev: 5	Effective From: 07-Jan-16	To: 31-Mar-16
Presented To: ROBERT PRESLEY DETENTION CENTER 4000 ORANGE ST RIVERSIDE, CA 92501-3613 JOE ANGELONE - PROCUREMENT CONTRACT SPC. PURCHASING Tel: (951) 955-7989 Alternate Address:		Presented By: Mpumi Ranuga <i>Account Manager</i> Gary Counter <i>Regional Manager</i> Tel: (310) 701-4926 Fax: Tel: (310) 567-1440 Fax: (949) 709-3831	
Date Printed: 10-May-16			
Submit Orders To: 22100 BOTHELL EVERETT HWY BOTHELL WA 98021 Tel: (949) 726-3100			
		Fax: (425) 458-0390	

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

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

Quote Solution Summary

<u>Line #</u>	<u>Product</u>	<u>Qty</u>	<u>Price</u>
	101696 DigitalDiagnost 4.1 High Performance	1	\$299,330.04
Equipment Total:			\$299,330.04

Solution Summary Detail

<u>Product</u>	<u>Qty</u>	<u>Each</u>	<u>Monthly</u>	<u>Price</u>
101696 DigitalDiagnost 4.1 High Performance	1	\$299,330.04		\$299,330.04

Buying Group: NOVATION

Contract #: XR0015 RAD

Add'l Terms: Product Terms and Conditions of Sale (T&C) not printed with this solution. Refer to Contract # noted above for applicable T&C details. If Service Agreement is quoted its T&C of Sale are printed

Each Quotation solution will reference a specific Buying Group/Contract Number representing an agreement containing discounts, fees and any specific terms and conditions which will apply to that single quoted solution. If no Buying Group/Contract Number is shown, Philips' Terms and Conditions of Sale will apply to the quoted solution.

Each equipment system listed on purchase order/orders represents a separate and distinct financial transaction. We understand and agree that each transaction is to be individually billed and paid.

Payment Terms: 0% Down, 80% Shipment, 20% Due When the Product is Available for First Patient Use, Net due 10 days from date of invoice

Quote Summary

101696 DigitalDiagnost 4.1 High Performance

Qty	Product
1	NNAH360 DigitalDiagnost 4.1 HiPerf
1	NRDN183 Digital TH table with tray for SkyPlate
1	NRDN213 Digital VS vertical stand ext. with fix detector
1	NRDN301 Three-phase 65 kW X-ray generator
1	NRDN112 Comfort Track
1	NRDN092 Philips dual-focal high power SRO 33100 X-ray tube
1	NRDN215 SkyPlate Infrastructure Kit
1	NRDN209 SkyPlate Large (35 x 43 cm, 14 x 17 inch)
1	NRDN153 2nd controler for TH/TF table
1	NRDN150 Wide tabletop for BuckyDiagnost TH table
1	NRDN191 Automatic optimal image resolution
1	NRDN199 Adapt. Transf. 415-480 V
1	NDCC062 Package incl. Print, Image Export, WLM, MPPS,Media
1	NDCC221 Clinical Quality Control software
1	NRDN402 Grid Portrait SkyPlate Large
1	NRDN403 Grid Landscape SkyPlate Large
1	NRDN405 Protector Large Cassette Size Detector
1	NRDN406 Detector holder for the patient bed
1	989001084241 Stretch grip f. wall stands
1	SP005 Contract Labor
1	SP005 Contract Labor
1	SP019 Trade in Allowance

Options

Qty	Product
1	NDCC472 Dose Reporting in DICOM Structured Report format
1	NRDN407 Wireless Detect. Mobile Holder
1	980466622009 Ratchet Compressor

101696 DigitalDiagnost 4.1 High Performance

System Type:	New
Freight Terms:	FOB Destination
Warranty Terms:	Part numbers beginning with two (2) asterisks (**) are covered by a System 12 Months Warranty. All other part numbers are third (3rd) party items.
Special Notations:	Contingencies must be removed 120 days before scheduled shipment to assure delivery on specified date. Any rigging costs are the responsibility of the Purchaser.
Additional Terms:	Product Terms and Conditions of Sale (T&C) not printed with this solution. Refer to Contract # noted above for applicable T&C details. If Service Agreement is quoted its T&C of Sale are printed

Line #	Part #	Description	Qty	Each	Price
1	**NNAH360	DigitalDiagnost 4.1 HiPerf	1	\$63,330.40	\$63,330.40

DigitalDiagnost is a premium direct digital radiography system with flat detector technology, based on modular components to allow for customization for all radiographic applications and workload requirements. It benefits from years of developmental experience and suggestions from satisfied customers all over the world who have had conventional and digital Philips Bucky systems.

The system combines all the advantages of a digital radiography unit with the latest Philips advanced features for easy and ergonomic workflow. Please note that depending on the particular room setup chosen, some options might not be available or already be included in the setup.

Main benefits at a glance

- Flexible component-based geometry to fit specific needs
- High efficiency and high patient throughput due to powerful automated features
- Uncompromising ergonomics due to complete system integration and special design
- Integrated one, two or three Cesium Iodide (CsI) digital flat panel detector(s), depending on setup
- Ample detector area for full diagnostic information even with large patients
- Dose reduction due to high detector quantum efficiency
- Decrease in the number of repeat exposures due to the reduction of overexposed and underexposed images
- Superb image quality due to state-of-the-art detector technology and exclusive UNIQUE image processing
- Total radiation dose monitoring by an integrated area dose calculator
- Ceiling suspension with handy handle, control buttons, and release brake, as well as convenient color-coding of movements
- Wide 16.5 cm (6.5") LCD display on tube head for clear information and statuses
- Integrated centering laser in the tube head for easy positioning
- Various generators, depending on setup
- Customizable Eleva touch screen user interface
- High flexibility for integrating into hospital network infrastructure
- Support of relevant IHE profiles
- State-of-the-art IT security and patient privacy architecture
- Professional serviceability and remote service capabilities

The ceiling suspension carrying the X-ray tube allows the freedom for a wide range of longitudinal and transverse movements in the room, allowing performing table and vertical stand examinations, as well as lateral projections and free exposures using the SkyPlate detector or PCR cassettes. Thanks to a four-part telescopic column and an award-winning control handle, the system can be operated with only one hand and easily positioned close to the patient with the option to be fully motorized. The clear and wide LCD information display and controls on the tube head, combined with the Eleva alternative workflow concept, automatic tube tracking, detector alignment and move to position functions, provide high projection flexibility plus quick and easy

101696 DigitalDiagnost 4.1 High Performance

Line #	Part #	Description	Qty	Each	Price
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handling. A convenient room height adjustment at installation allows the system to fit almost any room height, to achieve the necessary source-image distance above the table, and to go down to the floor for lower extremity work.

The innovative Eleva workspot of DigitalDiagnost lets you experience simplicity like never before. Designed with input from customers, it provides a clear and intuitive touch screen user interface. It is easy to learn and use, and is highly configurable to adapt to particular needs and specific workflows, resulting in high room efficiency.

The high workflow automation possible through the Advanced Eleva concept allows concentrating on patients instead of on the system. The touch screen user interface, the integrated generator controls, and the automatic setting of exposure parameters based on patient and examination information coming from the RIS, provide quick and easy access to all functions a busy technologist needs to achieve an efficient workflow. In addition, the Eleva alternative workflow concept provides the flexibility to adapt to particular situations and change the planned examination protocol without readjusting any exposure settings.

The Philips Eleva Workflow plus package provides smart tools for an improved and fast workflow and is complementary to the Advanced Eleva functionality standardly provided with the X-ray system. Especially designed for high throughput environments, the Eleva Workflow plus package helps the user to focus on the patient and the examination instead of on system handling and workflow. Automatic markers are generated, displayed and stored/ printed automatically for CR and DR images. The intuitive RIS- code learning feature allows for "on-the-fly" configuration of new or changed RIS codes directly within the worklist environment. The RIS can be filtered on a detailed level for improved schedule planning and fast access to specific patient information. The "Generator only" mode allows additionally for free exposures on e.g. CR cassettes or film cassettes without the need to schedule the patient in the system worklist. Furthermore, the Eleva Workflow Plus package allows access to Eleva's "advanced user" environment for individual customization and configuration of the user interface, such as tool bar configuration, user management, analyzing system statistics and adaptation of the anatomical data base and image processing.

The Philips Eleva Review plus package was developed for workflows, where intense image review plays an important role. Dedicated tools help to manipulate, compare, measure and prepare images before being archived in a PACS or being printed on film. The full screen mode allows for improved clinical review and quality management of images. Thanks to the multiple image display (display 1, 2 or 4 images), previous images can be directly compared to newly acquired images. Additional zoom and pan functions, dedicated zoom settings to the point of interest, size calibration and extended measurement functions like distance and angle are required for precise quantitative image analysis. Semi-automatic rotation and free image rotation in 0.5 degree steps provide fast image correction in the case of angulated or oblique projections. Annotations such as free text or pre-defined markers (e.g. L/R) can be customized and freely placed within images.

The simple ranger tool allows for dedicated image processing of an anatomically relevant image area for optimal display of challenging structures, e.g. metal implants or small foreign particles.

Thanks to Philips outstanding UNIQUE (UNified Image Quality Enhancement) advanced multi-resolution image processing, images are always displayed fully processed. UNIQUE provides an optimal contrast harmonization with enhanced details, while the overall impression remains natural. When used in combination with Philips integrated CR, it provides a comparable image impression for all CR and DR images.

101696 DigitalDiagnost 4.1 High Performance

Line #	Part #	Description	Qty	Each	Price
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The Eleva Advanced Dose Reporting allows printing of the individual patient dose report as well as the cumulative daily dose reports via network connection on a paper printer in PostScript format (not part of this package) for easy dose management.

DigitalDiagnost provides built-in privacy according to HIPAA recommendations, and security and interoperability standards. It integrates seamlessly into the hospital network and provides embedded anti malware measures as well as restricted access to prevent the system from unauthorized use. It supports connection to a Radiology Information System (RIS), to DICOM-compatible diagnostic units and archives and to DICOM imagers, according to the relevant IHE profiles.

Specifications

- Ceiling Suspension CSM
 - Four-part aluminum telescopic column with spring counter balanced holder for X-ray tube assembly, adaptable to individual room heights
 - Ceiling height at source-image distance 110 cm (44"): 2.65 m to 3.20 m (8' 8.3" to 10' 5.9")
 - Minimum ceiling source distance: 87.1 cm (34.3")
 - Possible room height adjustment: 37.5 cm (14.8")
 - Lowest tube position: 30 cm (11.8") measured from center of beam to the floor
 - Length of rails: base rails 4.3 m (14' 1.3"), optional rails extension 2.7 m (8' 10.3")
 - Longitudinal travel with Comfort Track and Comfort Move: 3.44 m (11' 3.4"), 6.14 m (20' 1.7") with rails extension option
 - Longitudinal travel with Comfort Position: 3.28 m (10' 9.1"), 5.98 m (19' 7.4") with rails extension option
 - Transverse travel: 1.50 m (4' 11") with short transverse rails, 3.22 m (10' 6.7") with long transverse rails
 - Vertical travel: 1.65 m (5' 5.2")
 - Rotation of focal spot around vertical axis of column: 360° (±180°), with rotation stop +180°/-165° and lock position every 45°
 - Angulations of focal spot around horizontal axis: ±125°, lock positions 0° and ±90°
 - Prepared for motorized movements in 5 axis
- Control handle
 - Centering device in longitudinal and transversal directions
 - Brake/locking controls and central three-axis brake-release at lowest position of handle
 - Wide 16.5cm (6.5") LCD information display and control buttons
- Collimator
 - Motorized automatic collimation, manual overrule possible, with light field indicator
 - Angle of aperture and rotation: 2 x 15°, ±45°, depending on the collimator (see type number plate)
 - Timer switch: up to 30 s
 - Inherent filter value: <0.3 mm at 100 kV, depending on the collimator
 - Added filters: 2 mm Al or 1 mm Al + 0.1 mm Cu or 1 mm Al + 0.2 mm Cu
 - Source-image distance measurement tape
- Eleva workspot computer
 - Processor: Intel® Core i5-2400 (3.40 GHz, 6 MB Cache) or better
 - Hard disk: 250 GB SATA, 12 GB used for operating system and application software
 - Image storage: 200 GB for typically 4000 images
 - 8 GB memory or better

101696 DigitalDiagnost 4.1 High Performance

Line #	Part #	Description	Qty	Each	Price
		<ul style="list-style-type: none"> • 48x CD/DVD reader/ writer • Ethernet 10/100/1000 Base-T Gigabit • Geometry interface • Detector interface • Integrated generator control • Memory stick support to access quality control and statistic data • Keyboard and mouse 			

Comprising

- Ceiling suspension CSM
 - Four-part telescopic column
 - X-ray tube assembly with collimator
 - Control handle with buttons and LCD screen
 - Rail system
 - Installation cables and high voltage cables
 - Set of marker for preferred source-image distance
 - Philips Comfort Track system motorization
- Eleva workspot
 - Eleva workspot computer, keyboard and mouse, cables
 - Eleva application and examination database software and licenses
 - Eleva Workflow Plus license
 - Eleva Review Plus license
 - Eleva Advanced Dose Reporting license
 - Windows 7 system software and licenses
 - UNIQUE advanced multi-resolution image processing
 - Dynamic reconstruction image processing software
 - Shutter and Image Verification tool
 - Solid Core Software and license
 - Instruction for use
 - Quick reference guide
 - User documentation

The Eleva examination Control Advanced combines brilliant image display and excellent ergonomics.

Main benefits at a glance

- Takes full advantage of Eleva advanced user interface and ease of use
- Optimizes space in the control room, workflow and efficiency
- Touch technology compatible with rubber gloves
- Wide screen size
- Wide viewing angle
- Calibrated according to DICOM GSDF standard for better image fidelity
- Qualified for second reviewing
- Clear to read & easy to clean glass surface

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Line #	Part #	Description	Qty	Each	Price
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Its smart design combines two consoles in one, allowing space saving in the control room and a more efficient workflow: the flat 19" LCD color display provides touch screen technology for intuitive and efficient use and the sturdy hardware buttons on the frame offer integrated control of the generator to modify the most frequently adjusted exposure parameters.

For more convenience during particular procedures like trauma, the microwave touch screen technology allows touch use also with rubber gloves. The glass plate in front of the screen ensures clear display and ease of cleaning.

Specifications

- 19" flat panel color TFT LCD display
- Resolution 1280 x 1024 pixels
- Luminance 220 cd/m²
- Hardware buttons commands: on/off, default examination, help, adjust kV, adjust mA, adjust mS, last used values

Comprising

- Active Matrix TFT LCD display with anti-reflex touch front, hard coated top sheet
- Integrated hardware buttons for control of exposure parameters
- Integrated hardware buttons for system power on/off and help
- Software licenses
- User documentation

Uninterruptible Power Supply (UPS) for the Eleva workspot computer and monitor.

The device provides emergency power to the Eleva workspot in case of electrical network power failure, allowing to bridge time to safely store images and complete the last tasks.

It provides instantaneous protection from input power interruptions by means of an integrated battery and electronic circuitry, allowing to continue working for approximately 60 minutes.

Specifications

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

Comprising

- UPS device including holder for vertical positioning, power cable

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

Comprising:

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Line #	Part #	Description	Qty	Each	Price
		<ul style="list-style-type: none"> • 2 CS rails • Adjustable end/stops • Spacer strips • Fixing parts • Brake rails 			
		Compatible with:			
		<ul style="list-style-type: none"> • CS 2 CS 4 • Monitor ceiling suspension • Rail extension 9890 010 01622 • Rail for cable carrier 9890 010 02422 			
		CABINET BOX			
		Pre-deliverable mounting material.			
		Cable Carrier CS			
		Additional carrier for suspension of cable hose from CS 2/4 or TV- monitor.			
		Comprising:			
		<ul style="list-style-type: none"> • Carriage for CS- ceiling rail with adapter for different cable hoses 			
		Handover OnSite Education: Philips Education Specialists will provide twenty-eight (28) hours of education for up to four (4) students, selected by customer, including technologists from night/weekend shifts if necessary. Students should attend all 28 hours, and must include any OffSite education attendees if applicable. CEU credits may be available if the participant meets the guidelines provided by Philips. Depending on your system configuration, the first four (4) hours onsite may be spent configuring new equipment for specific clinical needs, as well as reviewing important safety features and quality procedures. Please read guidelines for more information. Site must be patient-ready. Philips personnel are not responsible for actual patient contact or operation of equipment during education sessions except to demonstrate proper equipment operation.			
		Recommendations: In order to enhance customer satisfaction with image quality over the first year, we highly recommend that part# 989801292145, XR Add OnSite Clin Educ 16h is purchased. This training will assist the customer in maximizing the unique image quality pre-sets to suit their facilities needs. Clinical Education highly suggests the image quality visit occur two to four weeks post initial handover.			
		Education expires one (1) year from equipment installation date (or purchase date if sold separately). Ref # 522-100614			
2	**NRDN183	Digital TH table with tray for SkyPlate	1	\$61,520.96	\$61,520.96

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Line #	Part #	Description	Qty	Each	Price
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Philips height-adjustable TH digital table has a proven and smart design that makes no compromise on robustness, quality and work efficiency, even with challenging patients and difficult examination conditions. It allows a variety of routine skeletal table examinations.

Main benefits at a glance

- X-ray from head to toe, for all radiographic applications
- Easy fine positioning through an eight-way floating tabletop with wide movement range
- Two tabletop widths available, 75 cm (29.5") or 85 cm (33.5")
- Tray to place a 35 x 43 cm (14 x 17") Philips SkyPlate
- Easy-to-operate tray, allowing the positioning of SkyPlate in portrait or landscape orientation
- SkyPlate can be taken out of the table at any time for free exposures
- Motorized height adjustment
- Easy horizontal and vertical patient positioning with large movement range
- Extremely robust with maximum patient load of 375 kg (820 lbs)
- Hands-free operation via large footswitches
- Footswitches lock button to avoid accidental movements and ensure patient safety
- Optional hand switch controlling all movements, which can be clamped at any place on both tabletop sides
- Three-field automatic exposure control chamber for optimal image quality and dose
- Automatic tube height adjustment depending on table height (tracking)
- Automatic collimation for X-ray beam limitation to digital flat detector, according to pre-programmed examination parameters
- Removable grid for optimal image quality and dose
- Convenient grid storage within the detector unit for immediate and safe storage
- Electromagnetic brakes for a high level of patient security

The floating tabletop provides significantly more coverage due to a wide travel range, allowing quick and effortless positioning. Thus the patient can be better examined and not moved during the examination, which is particularly important for emergency and trauma. The high weight capacity enables examination of bariatric patients.

The motorized height adjustment gives a total lift of 40 cm (15.7") to adjust to a comfortable and safe working height. The lowest position allows loading a patient who is in a wheelchair. All motorized height movements and floating tabletop are activated with wide and easy-to-use footswitches. The footswitches can be locked for more safety during examination.

An integrated three-field automatic exposure control chamber ensures optimum image quality at the lowest possible dose even for difficult projections. The removable grid can be conveniently and safely stored directly in the detector unit.

The integrated tray allows placing a Philips SkyPlate in portrait or landscape orientation, to offer full diagnostic information even with large patients. At any time, the detector can be taken out of the table tray to perform free exposures in the room with high flexibility, even for the most challenging projections. This feature is particularly useful to perform laterals, oblique, weight bearing feet or examinations in bed or wheelchair.

Specifications

- Maximum patient weight: 375 kg (820 lbs) in static center position, 318 kg (700 lbs) in center with all movements, 210 kg (460 lbs) off center with all movements

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Line #	Part #	Description	Qty	Each	Price
		<ul style="list-style-type: none"> Motorized height adjustment from 51.5 to 91.5 cm (20.3" to 36") Floating tabletop of sandwich design with Getalit overlay Tabletop size: 240 x 75 cm (7' 10.5" x 29.5"), optional wide tabletop 240 x 85 cm (7' 10.5" x 33.5") Tabletop travel: longitudinal ± 60 cm (± 23.6"), transverse ± 13 cm (± 5.1") or ± 18 cm (± 7.1") with optional wide tabletop Tabletop attenuation equivalent: ≈ 0.75 mm Al (at 100 kV) Tabletop edge section: flat locking rails for attaching Philips accessories Tray where a Philips SkyPlate can be placed in portrait or landscape orientation Footswitches functions: table height adjustment up/down, disengagement of tabletop brakes in longitudinal and transverse directions, ability to switch on cross light in the collimator (all footswitches), footswitch interlock Optional hand switch: all footswitch functions for manual operation at the backside of the table Detector horizontal travel range: ± 22.7 cm (± 8.9") Removable grid 40/12/110: 40 lines/cm (100 lines/inch), ratio 12, focus 110 cm (44") for use with source-image distance from 90 to 150 cm (36" to 59") 			

Comprising

- Digital BuckyDiagnost TH height-adjustable table base and tabletop
- Tray for SkyPlate
- Default grid 40/12/110: 40 lines/cm (100 lines/inch), ratio 12, focus 110 cm (44"). A different default grid can be chosen in order questionnaire. Additional grids are available in accessories.
- Software licenses
- Documentation

3	**NRDN213	Digital VS vertical stand ext. with fix detector	1	\$81,729.88	\$81,729.88
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Philips height-adjustable VS vertical stand has a proven and smart design that makes no compromise on robustness, quality and work efficiency, even with challenging patients and difficult examination conditions. It is optimal for X-ray departments specializing in thorax examinations. The motorized tilting option extends possible application range to extremities, skeletal examinations, and even under-table examinations using a trolley.

Main benefits at a glance

- Vertical stand mounted on the floor, optimal for chest X-ray and all wall Bucky applications
- Wide size 43 x 43 cm (17 x 17") integrated digital flat detector
- Motorized height adjustment from 30 to 180 cm (11.8" to 5' 11") with two different speeds plus manual operation for precise positioning
- Customizable pre-defined positions (move-to-position) and numerous other well-planned features significantly reduce the physical demands placed on the technologist
- Easy patient positioning with counterbalanced large vertical movement range
- Large and ergonomic patient grips on both left and right sides of the detector for safe and comfortable patient positioning
- Optional rotatable patient stretch grip on top left or right side of the detector
- Convenient user interfaces on both left and right sides of the detector, for quick and easy adjustment of movements, collimation, field alignment and orientation, selection of automatic exposure control chambers, and tracking mode

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Line #	Part #	Description	Qty	Each	Price
		<ul style="list-style-type: none"> • Wireless remote control providing all commands of the side user interfaces • Five-field automatic exposure control chamber for optimal image quality and dose, as well as positioning flexibility • Automatic tube height adjustment to detector height (tracking) • Automatic collimation for X-ray beam limitation to digital flat detector, according to pre-programmed examination parameters • Optional motorized detector tilting (-20° to +90°) to support examination of patients on a stretcher, plus straightforward exams of extremities for seated or standing patients • Optional display on vertical stand column, for patient data in the examination room • Removable oscillating grid for optimal image quality and dose • Convenient storage for two grids within the detector unit for immediate and safe storage <p>The motorized height adjustment from 30 to 180 cm (11.8" to 5' 11") measured at center of detector above the floor, gives a total lift of 150 cm (4' 11.1") to adjust to a comfortable and safe working height with a choice of two different speeds.</p>			

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

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

Specifications

- VS vertical stand
 - Counterbalanced rugged column for motorized and manual vertical movement of the detector
 - Vertical movement range: 30 to 180 cm (11.8" to 5' 11"), measured at center of detector
 - Installation: floor and wall attachment, or floor only (optional)
 - Detector unit: 59.6 x 57.5 cm (23.5 x 22.6")
 - Optional tilting: -20° to +90° motorized
 - Automatic exposure control (AEC): 5 AEC measuring fields
 - Operating: two user interfaces (left and right) and wireless remote control
 - Removable oscillating grid 40/8/140: 40 lines/cm (100 lines/inch), ratio 8, focus 140 cm (56") for use with source-image distance from 110 to 180 cm (44" to 71")
 - Grid storage: for up to two grids within the detector unit
- Detector
 - Wide size 43 x 43 cm (17 x 17") integrated digital flat detector with Cesium Iodide (CsI) technology
 - Active detector area 42.0 x 42.5 cm (16.5 x 16.7")
 - Resolution 8.2 megapixel (2840 x 2874 pixels)
 - Pixel pitch 0.148 mm
 - Pixel depth 16 bits
 - Image resolution: up to 3.4 line pairs per mm

Comprising

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Line #	Part #	Description	Qty	Each	Price
		<ul style="list-style-type: none"> Digital BuckyDiagnost VS vertical stand Digital flat detector 43 x 43 cm (17 x 17") Default oscillating grid 40/8/140: 40 lines/cm (100 lines/inch), ratio 8, focus 140 cm (56"). A different default grid can be chosen in order questionnaire. Additional grids are available in accessories. Software licenses Documentation 			
4	**NRDN301	Three-phase 65 kW X-ray generator	1	\$16,263.92	\$16,263.92

Generator featuring modern architecture based on a modular design using high performance components to enable a customer specific solution.

Main benefits at a glance

- Modern architecture based on a modular design using high performance components
- Tube overload protection
- Automatic mains voltage compensation
- Automatic Exposure Control (AEC)
- Fully compatible with VarioFocus (optional)
- Small footprint

The tube overload protection monitors temperature conditions in order to protect tube and housing parts from being damaged or destroyed by overstress. The automatic exposure control sets the exposure time according to exposure voltage and object characteristics in order to automatically obtain the correct exposure.

Specifications

- Computer controlled converter X-ray generator
- Converter generator generates high voltage equivalent to DC voltage
- Nominal power (IEC): 65 kW
- Power: 65 kW
- Three phases, 400 - 480 VAC, 50/60 Hz
- Low or dual speed rotor control, depending on tube
- Max voltage: 150 kV
- Max current (at 80 kV): 812 mA
- mAs product: 0.5 to 850 mAs
- Exposure time: 1 ms to 4 s
- Maximum mains resistance at 400V: 0.2 Ohm
- Maximum mains current at 400V: 134 A

Comprising

- Generator 65 kW in cabinet

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Line #	Part #	Description	Qty	Each	Price
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Compatible with

- DigitalDiagnost 3.1 and above
- VarioFocus option
- Philips tube SRO 33100

5	**NRDN112	Comfort Track	1		
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With Philips Comfort Track, relevant parts of the system geometry are motorized to support a fast, smooth and automated workflow within the daily routine in the X-ray room. Built-in safety measures include collision detection, force limitation, break management and dead-man control to position the system safely with the patient in the room. Collimation and collimation- light are set automatically to further release the user from making manual adjustments for routine procedure steps.

For systems with X-ray table

The motorization of the X-ray table allows for easy table height adjustments to accommodate the requested working height. This capability removes the need for physical involvement from the user or the patient. With a single click, tube and detector can be linked to keep the source- image- distance (SID) constant while adjusting the proper working height of the X-ray table (tube tracking).

For systems with vertical stand

The motorization of the vertical stand makes it easy to set the appropriate detector height according to the height of the patient. In addition, the movable vertical stand VM can be tilted with motor assistance for fast placement in the upright position as well as the horizontal position (below the table).

The collimation- light switches on automatically as soon as the operator inserts the SkyPlate into the SkyPlate Tray of the vertical stand. At the same time the X-ray collimation is set automatically according to the requested examination. With a single click, tube and detector can be linked to keep the tube centered to the detector while simultaneously setting the correct height of the detector (tube tracking). For specific examinations, the tube can automatically be positioned off-center to align the X-ray beam with the upper or lower border of the detector.

Main benefits at a glance

- Motorized height adjustable table
- Manual and motorized height adjustable VS vertical stand adjusts from 30 to 180 cm (11.8" to 5' 11")
- Manual and motorized height adjustable VM movable vertical stand adjusts from 35 to 185 cm (13.8" to 6' 08")
- Manual and motorized tilting VM movable vertical stand adjusts along the horizontal axis from -20° to +90°
- Convenient user interfaces are located on both the left and right sides of the Bucky unit, for quick and easy adjustments of movements
- Two different speeds, plus manual operation for precise positioning of the vertical stand
- Automatic tube height adjustment in vertical direction (Tube Tracking)
- Automatic tube positioning for upper alignment, centered or lower detector alignment at vertical stand
- Auto-collimation of the tube, depending on the selected examination

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Line #	Part #	Description	Qty	Each	Price
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Comprising

- Motorization of the X-ray table TH or TH-S
- Motorization of vertical stand VS or VM
- Motorization of the column of the ceiling suspension
- Software license and documentation

6	**NRDN092	Philips dual-focal high power SRO 33100 X-ray tube	1	\$5,780.74	\$5,780.74
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This Philips dual-focal rotating anode high power X-ray tube can be used for all general radiography applications. It is particularly adapted for examinations requiring high power. The anode target angle allows a 43 x 43 cm (17 x 17") X-ray field at minimum source-image distance of 100 cm (39.4").

Main benefits at a glance

- All radiography applications including bariatric
- High load capacity
- Fast speed-up (1 second)
- Fully compatible with Philips VarioFocus option
- Superimposed dual focal spots
- Fast rotating anode (up to 10,800 revolutions per minute)
- Housing with 90° horn angle position with free air convection cooling

To increase continuous power and minimize downtime for more demanding applications, the tube assembly can be equipped with an additional blower.

Specifications

- Two focal spots: 0.6 and 1.2
- Maximum power: 33 kW with focal spot 0.6, 100 kW with focal spot 1.2
- Anode angle: 13°
- Maximum tube voltage: 150 kV
- Anode heat storage capacity: 220 kJ (300 kHU)
- Assembly heat capacity: 1,247 kJ (1,700 kHU)
- Minimum anode speed: between 8,000 and 10,000 revolutions per minute
- Build in filter 2 mm Al (5/64")
- Total filtration minimum: 2.6 mm Al (105/1024")
- Double tube overload protection
- Total weight: 23 kg

Comprising

- Philips X-ray tube SRO 33100
- X-ray housing ROT 360 or ROT 380 (with CSM configuration)
- Standard clamp fitting
- Two thermal safety switches (tube housing temperature)

7	**NRDN215	SkyPlate Infrastructure Kit	1	\$4,534.12	\$4,534.12
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Line #	Part #	Description	Qty	Each	Price
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The SkyPlate Infrastructure Kit is comprised of a wireless access point, a battery charger and a back-up cable.

Main benefits

- All-in-one kit to set the customer up with the necessary parts for working with the Skyplate
- State-of-the art components

The access point enables the wireless transmission of clinical images from the SkyPlate to the access point. The access point is hard wired to the radiography system and images are sent from there to the Eleva work station for review, editing and further distribution. The battery charger is designed to charge up to three batteries simultaneously. The back- up cable enables the transmission of clinical images in the case that there is no wireless transmission between the SkyPlate and the wireless access point possible.

Specifications

- Wi-Fi access point
 - according to regional requirements for Wi-Fi transmissions
- SkyPlate battery charger
 - It offers a 4 bar charge status color indication per battery: 0-25%, 25-50%, 50-75%, 75-100%.
 - IP41 compliant (IEC60529).
 - Dimensions 172 x 322 x 48 mm
 - SkyPlate back- up cable

Compatible with

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

8	**NRDN209	SkyPlate Large (35 x 43 cm, 14 x 17 inch)	1	\$40,822.86	\$40,822.86
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Philips SkyPlate is the next generation of wireless portable detectors. It is an integrated part of the Eleva platform and defines a new dimension of flexibility and freedom within the radiography room.

Main benefits at a glance

- DR speed and excellent image quality with the positioning flexibility of CR
- ISO compliant cassette size format (35 x 43 cm, 14 x 17 inch) to fit into standard operating room tables
- Reduced patient infection risk and easy handling thanks to the detector's cable-free design
- Easy handling for free exposures
- Flexible positioning for lateral or oblique projections
- Instant image display
- State-of-the-art Csl detector technology and UNIQUE image processing for optimal image quality at the lowest dose
- Robust shell of the detector to protect it from water drops and dust

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Line #	Part #	Description	Qty	Each	Price
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- Easy, precise and safe positioning around the patient, even for difficult projections, provided by a rich set of dedicated accessories
- SkyPlate sharing license, to use the wireless detector on another compatible Philips X-ray system

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

Thanks to its cable-free design, the SkyPlate allows quick and efficient procedures with high hygienic standards. Its robust design and a rich set of optional dedicated accessories (mobile holder, bed holder, attachable grids and hygienic bags) offer easy, safe and quick positioning throughout the hospital. Special projections like laterals can easily be performed without moving the patient. Its slim design is optimized for critical environments and minimizes the risk of interfering with life supporting equipment, cables, tubes and catheters.

The detector features advanced low-power WiFi connection technology and is designed according to IEC 60601-1-2. It is compliant with life supporting devices designed according to IEC 60601-1-2 and with pacemakers designed according to IEC (EN) 45502-2-1 when keeping indicated distances. The SkyPlate battery can be removed and recharged in the battery charging station. Once a battery is empty, a new one can be inserted to immediately continue working with the SkyPlate.

SkyPlate sharing allows taking the SkyPlate from the system and using it with other compatible Philips MobileDiagnost wDR, DigitalDiagnost or ProGrade systems. Thereby, SkyPlates can be used efficiently wherever needed and help driving down investment costs. Compatible systems need to carry the SkyPlate Sharing license to participate in SkyPlate sharing.

Specifications

- Size: 35 x 43 cm (14 x 17 inch) SkyPlate large wireless digital flat detector with Cesium Iodide (CsI) technology, active detector area 34.48 x 42.12 cm (13.6 x 16.6 inch) (2330 x 2846 pixels), pixel pitch 0.148 mm
- Image resolution: up to 3.38 line pairs per mm
- Maximum patient weight: 100 kg (220 lbs) for weight-bearing examinations
- WLAN network standard: IEEE802.11 a, b, g or n (configurable)
- Encryption: default WPA2
- Optional attachable grids
 - Portrait orientation: 44/8/130: 44 lines/cm (112 lines/inch), ratio 8, focus 130 cm (51 inch)
 - Landscape orientation: 40/8/130: 40 lines/cm (100 lines/inch), ratio 8, focus 130 cm (51 inch)

Comprising

- SkyPlate large 35 x 43 cm (14 x 17 inch)
- Two exchangeable batteries
- Set of 100 hygienic bags

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Line #	Part #	Description	Qty	Each	Price
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- Software licenses
- SkyPlate sharing license
- Documentation

Compatible with

- DigitalDiagnost Release 4.x, MobileDiagnost wDR Release 2.x, ProGrade 1.x
- Attachable grids for SkyPlate 35 x 43 cm (14 x 17 inch) in portrait and landscape orientation

9	**NRDN153	2nd controler for TH/TF table	1	\$625.94	\$625.94
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This extra controler allows the same controls as the table footswitches (table up and down, release of floating tabletop), even if the footswitches are locked. It can be conveniently clamped anywhere on the tabletop side rails and provides a spiral cable for flexible handling.

Comprising:

- Controler with push buttons, spiral cable and integrated clamp mechanism.

Remark: with the BuckyDiagnost TF table, no motorized height adjustments are possible

10	**NRDN150	Wide tabletop for BuckyDiagnost TH table	1	\$1,977.76	\$1,977.76
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Completely flat, wide carbon fiber tabletop with plain surface, with convenient aluminum rails on both long sides for fixing accessories.

Specifications

- Type: X-ray transparent floating tabletop
- Material: carbon fiber
- Dimensions: 240 x 85 cm (7' 10.5" x 33.5")
- Tabletop travel: longitudinal ± 60 cm (± 23.6 "), transverse ± 18 cm (± 7.1 ")
- Attenuation equivalent: less or equal to 0.75 mm (0.03") Al at 100 kV

Comprising

- Wide tabletop
- This option replaces the standard 240 x 75 cm (7' 10.5" x 29.5") tabletop

Remark

With DigitalDiagnost, the wide tabletop must be selected to allow the combination with an additional VM vertical stand.

11	**NRDN191	Automatic optimal image resolution	1	\$668.02	\$668.02
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Philips unique VarioFocus generator technology ensures optimal image resolution for all kind of examinations, by avoiding to compromise on which tube focus spot size to use, power load and exposure time.

Main benefits at a glance

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Line #	Part #	Description	Qty	Each	Price
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- Optimal image quality through mixed focus spot adapted to each examination
- Optimal resolution at the needed power
- Minimum exposure time
- Minimum motion artifacts
- Minimum geometrical blur
- Fully automatic

By using both focus spots simultaneously to define a variable focus spot, Philips VarioFocus automatically balances the power on both focus spots in a defined ratio, ensuring optimal image resolution at any required power. In addition, tube filaments are preserved through power balancing on both focus spots and reduced power load on each of them, which may result in longer tube life.

Comprising

- Software license

Compatible with:

- Philips 50, 65, 80 kW generators
- Philips X-ray tubes RO1750, SRO0951, SRO2550, SRO33100

12	**NRDN199	Adapt. Transf. 415-480 V	1	\$562.82	\$562.82
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Comprising:

- three-phase transformer for mains supply voltage adaptation of 415/440/460/480 V to 400 V and for 380/400 V for mains supply without N (neutral) to be built into the base of generator.

Compatible with:

- Generator OPTIMS 50, 1tube
- second tube connection
- extension to 65 kW
- extension to 80 kW

13	**NDCC062	Package incl. Print, Image Export, WLM, MPPS, Media	1	\$6,801.18	\$6,801.18
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This package provides all DICOM communication features available with the Eleva platform:

- DICOM Worklist Management
- DICOM MPPS
- DICOM Image Export (including Storage Commitment)
- DICOM Print
- DICOM Media

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Line #	Part #	Description	Qty	Each	Price
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For further details, please refer to the DICOM Conformance Statement
 Buying this feature once for a system will make the functionality available on all Eleva workspots that have been purchased for this system.

DICOM Worklist Management

Interface to Radiology Information System (RIS).
 Worklist handling via a DICOM Basic Worklist Management (BWLM).

The DICOM connection allows the Eleva workspot to automatically load the acquisition modality's worklist from a RIS server. The worklist query can be performed broad (generic) or specific (patient oriented) and both interactively (on operator request) and automatically (in the background).

DICOM MPPS

DICOM Modality Performed Procedure Step (MPPS)
 DICOM service for notifying the RIS server about start and end of performed procedure steps. The messages contain references to the originating worklist items (patient and procedure data), a list of exported DICOM images and post exposure data.

MPPS requires that the DICOM Worklist Management feature is enabled.
 Note: for Essenta DR, Essenta DR Compact and PCR Eleva systems, generator data will not be reported automatically.

DICOM Image Export

DICOM Storage and DICOM Storage Commitment
 The DICOM Image Export feature provides the DICOM Storage service to send images to PACS, archive or any other DICOM destination in DICOM format.

The Eleva workspot supports DICOM Greyscale Display Standard. Calibration of Eleva workspot and the receiving DICOM node will result in consistently same high image quality. DICOM Image Export also includes the DICOM Storage Commitment service, allowing the Eleva workspot to be informed by storage destination if images have been securely stored. This trigger is used by the Eleva workspot to allow related images to be deleted locally.

DICOM Print

DICOM Print interface for manual and automatic printing.
 DICOM Print allows for manual and automatic printing directly from the Eleva workspot. It enables the user to transfer images to a networked DICOM imager with the choice of different printing modes:

- Autoprint: automatic printing of images on predefined film layouts according to the examination
- Manual print: Manual image placement on predefined film layouts or image placement on free layout composing

Please note that only printing via DICOM protocol is possible.

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Line #	Part #	Description	Qty	Each	Price
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DICOM Media

Write media in DICOM format.

This feature provides the possibility to write all Patient images, Studies and single images onto CDs or DVDs directly on the Eleva workspot.

The Eleva workspot will burn CDs or DVDs, which comply to the DICOM Media Interchange format.

Each CD or DVD will include a standalone Philips DICOM viewer.

Viewing the CD or DVD content will be possible on:

- Any workstation that supports the DICOM Media Interchange format
- Any standard PC with the help of the Philips DICOM viewer on the CD or DVD

Please note that viewing images from CD or DVD will not be possible on the Eleva workspot directly.

Comprising

- DICOM Worklist Management software license
- DICOM MPPS software license
- DICOM Image Export software license
- DICOM Print software license
- DICOM Media software license

Compatible with

- DigitalDiagnost 4.0 and above
- DuraDiagnost 2.0 and above
- MobileDiagnost wDR 2.0 and above
- ProGrade 1.0 and above

14	**NDCC221	Clinical Quality Control software	1	\$2,046.14	\$2,046.14
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This powerful image statistic tool provides the advanced user with functionality to analyze rejected images regarding operators and rejection reasons. It serves as well for monitoring and analyzing general parameters. The data files can be downloaded in standard format for further usage or archiving on a PC.

It perfectly supports the quality standards of the department and teaching situations.

Buying this feature once for a system will make the functionality available on all Eleva workspots that have been purchased for this system.

Note: for Essenta DR, Essenta DR Compact, EasyUpgrade DR and PCR Eleva systems, generator data will not be reported automatically.

Comprising

- Software license

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Line #	Part #	Description	Qty	Each	Price
		Compatible with			
		<ul style="list-style-type: none"> • DigitalDiagnost 2.0 and above • DuraDiagnost 1.0 and above • Essenta DR 1.0 and above • Essenta DR Compact 1.0 and above • MobileDiagnost wDR • EasyUpgrade DR 1.0 and above • PCR Eleva 1.0 and above • ProGrade Rel 1 and above 			
15	**NRDN402	Grid Portrait SkyPlate Large	1	\$1,814.70	\$1,814.70
		Attachable, fixed grid in portrait orientation for SkyPlate large 35 x 43 cm (14 x 17").			
		Main benefits at a glance			
		<ul style="list-style-type: none"> • Easy to attach/detach to/from the SkyPlate, thanks to its click-on mechanism • Convenient handle for safe and easy handling • For examinations where the detector is used in portrait orientation • Can be used with source-image distance from 96 to 203 cm (38 to 80 inch) • Fiber interspaces and carbon fiber cover plates ensure higher contrast and lower required dose than conventional aluminium interspaces grids • Combined with Philips advanced UNIQUE image processing and grid-line correction algorithm, it provides optimal image quality for increased diagnostic confidence 			
		Specifications			
		<ul style="list-style-type: none"> • Fixed grid 44/8/130: 44 lines/cm (112 lines/inch), ratio 8, focus 130 cm (51 inch), for source-image distance from 96 to 203 cm (38 to 80 inch) • Fiber interspaces and carbon fiber cover plates • Interspaces in portrait orientation • Dimensions: 46.8 x 47.6 x 2.5 cm (18.4 x 18.8 x 1 inch), including handle • Weight: 1.9 kg (4.2 lbs) 			
		Comprising			
		<ul style="list-style-type: none"> • Attachable, fixed grid 			
		Compatible with			
		<ul style="list-style-type: none"> • SkyPlate large 35 x 43 cm (14 x 17") 			
16	**NRDN403	Grid Landscape SkyPlate Large	1	\$1,814.70	\$1,814.70

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Line #	Part #	Description	Qty	Each	Price
		Attachable, fixed grid in landscape orientation for SkyPlate large 35 x 43 cm (14 x 17").			

Main benefits at a glance

- Easy to attach/detach to/from the SkyPlate, thanks to its click-on mechanism
- Convenient handle for safe and easy handling
- For examinations where SkyPlate is used in landscape orientation
- Can be used with source-image distance from 100 to 185 cm (39 to 73 inch)
- Fiber interspaces and carbon fiber cover plates ensure higher contrast and lower required dose than conventional aluminium interspaces grids
- Combined with Philips advanced UNIQUE image processing and grid-line correction algorithm, it provides optimal image quality for increased diagnostic confidence

Specifications

- Fixed grid 40/8/130: 40 lines/cm (100 lines/inch), ratio 8, focus 130 cm (51 inch), for source-image distance from 100 to 185 cm (39 to 73 inch)
- Fiber interspaces and carbon fiber cover plates
- Interspaces in landscape orientation
- Dimensions: 46.8 x 47.6 x 2.5 cm (18.4 x 18.8 x 1 inch), including handle
- Weight: 1.9 kg (4.2 lbs)

Comprising

- Attachable, fixed grid

Compatible with

- SkyPlate large 35 x 43 cm (14 x 17")

17	**NRDN405	Protector Large Cassette Size Detector	1	\$1,735.80	\$1,735.80
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The SkyPlate protector has been designed to be placed over the SkyPlate detector on the floor when performing an antero-posterior view during a weight bearing feet examination, allowing to exam patients up to 220 kg (485 lbs).

Main benefits at a glance

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

Specifications

- Attenuation equivalent: less than 1.1 mm (0.04") Al at 100 kV
- Maximum patient weight: 220 kg (485 lbs)
- Dimensions: 51 x 43 x 5 cm (20.1 x 19.9 x 2 inch)

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Line #	Part #	Description	Qty	Each	Price
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- Weight: 2.9 kg (6.4 lbs)

Comprising

- SkyPlate protector

Compatible with

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

18	**NRDN406	Detector holder for the patient bed	1	\$1,346.56	\$1,346.56
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The detector holder for the patient bed is designed to take full advantage of the wireless portable detector to perform free exposures at the patient bed.

Main benefits at a glance

- Slim design for easy positioning at the patient bed, Bucky table or trolley
- Holds the wireless portable detector in a safe and precise position, in portrait or landscape orientation
- Can hold the detector in a tilted position for angulated projections
- Very easy to put the detector in and to take it out
- Can hold the wireless portable detector with or without a grid on it
- Also compatible with 35 x 43 cm (14 x 17") CR cassettes

Specifications

- Dimensions: length 41.5 cm (16.3"), width 23 cm (9.1"), height 72 cm (28.3")
- Weight: 4 kg (8.8 lbs)

Comprising

- Detector Holder Patient Bed

Compatible with

- Wireless portable detector 35 x 43 cm (14 x 17")
- Large SkyPlate detector 35 x 43 cm (14 x 17")
- CR cassettes 35 x 43 cm (14 x 17")

19	**989001084241	Stretch grip f. wall stands	1	\$678.54	\$678.54
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To keep the patient's arm overhead or beside the Bucky unit during exposure.

To be insert at the Bucky unit at right or left side.

Comprising:

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Line #	Part #	Description	Qty	Each	Price
		<ul style="list-style-type: none"> • Arm rest, U- shaped for different grip height, tiltable from -90° to +90° for height and side position • wall holder for parking 			
		Compatible with:			
		<ul style="list-style-type: none"> • BuckyDiagnost VS (advanced package) • BuckyDiagnost VS with digital detector and DigitalDiagnost VM 			
20	SP005	Contract Labor Charge to remove	1	\$2,600.00	\$2,600.00
21	SP005	Contract Labor Performance Bonds	1	\$2,675.00	\$2,675.00
22	SP019	Trade in Allowance Customer represents and warrants that (i) Customer has, and shall have when title passes, good and marketable title to the equipment being traded in and (ii) has the authority to effect such trade in. Product: Acoma X-RAY Serial Number: TBD Manufacturer: ACOMA MEDICAL IMAGING INC	1	\$0.00	\$0.00

Trade-In authorization number: 35972

Trade-In Value: \$0.00

De-install Date: 10/30/2015

Customer will be trading-in equipment that is described on the attached System Disclosure Form (the "Trade-In"), which Trade-In the parties agree (i) will be removed on the De-install Date and (ii) is currently in the condition as represented on the System Disclosure Form. In addition, the parties agree as follows:

1. Customer represents and warrants that Customer has good and marketable title to the Trade-In as of the date of this Quotation and will have good and marketable title when Philips removes the Trade-In from Customer's site (the "Removal Date");
2. Title to the Trade-In shall pass from Customer to Philips on the Removal Date, unless otherwise agreed by Philips and the Customer;
3. Notwithstanding anything to the contrary in any Business Associate Addendum, Customer represents and warrants that as of the Removal Date all Protected Health Information will have been de-identified or removed from the Trade-In;
4. Philips may test and inspect the Trade-In prior to de-installation. If the condition of the Trade-In is not substantially the same on the Removal Date (ordinary wear and tear excepted) as it is identified on the System Disclosure Form, then Philips may reduce the price quoted for the Trade-In;
5. If the removal date is delayed until after the De-Install Date, unless Philips causes the delay, then Philips may reduce the price quoted for the Trade-In by six percent (6%) per month.
6. Philips is responsible for normal de-installation costs of the Trade-In.

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Line #	Part #	Description	Qty	Each	Price
		7. The trade-in value will not include costs associated for any facility modifications and/or rigging required for de-installation and must be accounted for separately.			
		8. Customer is responsible for all plumbing necessary to properly drain coolant from chiller system and cap the lines.			
		9. Prior to the Removal Date, Customer shall remove from the room all equipment that is not being de-installed.			