101696 DigitalDiagnost 4.1 High Performance

LIST PRICE	$564,315.00
DISCOUNT	$264,984.96
	$0.00
NET PRICE	$299,330.04

Buying Group: NOVATION Contract #: XR0015 RAD

Addt'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.

Price above does not include any applicable sales taxes.

The preliminary delivery request date for this equipment is:_____.

If you do not issue formal purchase orders indicate by initialing here_____.

Tax Status:

Taxable X Tax Exempt_____

If Exempt, please indicate the Exemption Certification Number:_____, and attach a copy of the certificate.

Delivery/Installation Address:
Robert Presley Detention Center
4000 Orange Street
Riverside CA. 92501-3613

Invoice Address:
EDA Facilities Management Dept.
3133 Mission Inn Ave.
Riverside, CA. 92507

Contact Phone #:
Frank Gonzales

Contact Phone #:
951-955-8467

Purchaser approval as quoted:

Date:
6-13-16

Title:
Procurement Contract Specialist

This quotation is signed and accepted by an authorized representative in acknowledgement of the system configuration, terms and conditions stated herein.

101696 DigitalDiagnost 4.1 High Performance

OPTIONS

SELECTION OF ANY OPTION WILL INCREASE THE CONTRACT PRICE BY THE AMOUNT SHOWN IN THE PRICE COLUMN. OPTIONAL EQUIPMENT PRICING VALID ONLY IF PURCHASED IN CONJUNCTION WITH EQUIPMENT QUOTED.

Line #	Part #	Description	Qty	Each	Price	Initial
1	**NDCC472	**Dose Reporting in DICOM Structured Report format**	1	$3,613.62	$3,613.62	

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

Main benefits at a glance

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

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

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

Comprising

- Software license

Compatible with

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

2	**NRDN407	**Wireless Detect. Mobile Holder**	1	$2,661.56	$2,661.56	

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

Main benefits at a glance

- Mounted on wheels for easy moving and positioning in the room
- Holds the wireless portable detector in a safe and precise position
- Very easy to put the detector in and to take it out
- High detector positioning flexibility
- Can hold the wireless portable detector with or without a grid on it

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Line #	Part #	Description	Qty	Each	Price	Initial

- Brakes on the wheels for fixed and safe positioning
- Also compatible with 35 x 43 cm (14 x 17") CR cassettes

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

Specifications

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

Comprising

- Mobile detector holder

Compatible with

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

3	**980466622009	**Ratchet Compressor**	**1**	**$725.88**	**$725.88**	

Accessory with quick set lever stop. With transparent compression belt 23 cm wide.

PHILIPS PRODUCT WARRANTY

DIGITAL DIAGNOST SYSTEMS

This product warranty document is an addition to the terms and conditions set forth in the quotation to which this warranty document is attached. The terms and conditions of the quotation are incorporated into this warranty document. The capitalized terms herein have the same meaning as set forth in the quotation.

TWELVE-MONTH SYSTEM WARRANTY
Philips warrants to Customer that the Philips Digital Diagnost Radiography System (the "System") will be free from defects in material and manufacturing workmanship for a period of twelve (12) months upon availability for first patient use. The glassware is subject to special warranty terms set forth herein.

PLANNED MAINTENANCE
During the warranty period, Philips' service personnel shall provide one (1) inspection call up to twelve (12) hours in duration approximately thirty (30) days prior to warranty expiration. This inspection shall be scheduled in advance at a mutually agreeable time on weekdays, between 8:00 A.M. and 5:00 P.M., excluding Philips observed holidays.

SYSTEM UPGRADES
Any commercially available upgrade to the System which is hereafter installed shall be subject to the warranty terms contained in the first paragraph of this warranty, except that such warranty shall expire: a) upon termination of the initial twelve (12) month warranty period for the System on which the upgrade is installed, b) after ninety (90) days for parts only from the date of installation, or c) on the annual renewal date of any current service agreement on the System.

SRO X-RAY TUBES
Philips warrants to Customer that the Philips SRO X Ray tube will be substantially free from defects in material and manufacturing workmanship which impair performance under normal use as specified in Philips product descriptions and specifications for the shorter of twenty-fours(24) months after installation or twenty-six (26) months after date of shipment from Philips.

SRO X-RAY TUBE WARRANTY EXCLUSION
The above warranty shall not apply to SRO X-ray tubes installed outside the United States and Canada. Philips' obligations under the product warranty do not apply to any product defects resulting from; improper or inadequate maintenance or calibration by Customer or its agents; Customer or third party supplied software, interfaces, or supplies; use or operation of the product other than in accordance with loss, or damage in transit; improper site preparation; unauthorized maintenance or Philips' applicable product specifications and written instructions; abuse, negligence, accident, modifications to the product; or, to viruses or similar software interference resulting from the connection of the product to a network.

SRO X-RAY TUBE WARRANTY REMEDIES
If a tube is found to fail during the warranty period, and if, in the best judgment of Philips, the failure is not due to neglect, accident, improper installation, use contrary to instructions, or the exclusions stated above, Philips' tube warranty liability hereunder is limited to, at Philips option, the repair or replacement of the tube. Any replacement tube would have a warranty period equal to the balance of the warranty period left on the tube replaced

AMORPHOUS SILICON DETECTOR
Philips warrants its detector to be free from defects in material and workmanship for twelve (12) months. Claims under this warranty must be made within twelve (12) months after installation and thirteen (13) months after date of shipment from Philips. Credit for any failure acknowledged as Philips' liability will be a full adjustment for a twelve (12) month use period.

Examination of the returned detector may necessitate its destruction, but Philips liability shall, in any case be limited to repair or replacement as aforesaid, only if in its sole opinion the detector has been properly used, installed and applied and has not been subjected to neglect, accident, environmental extremes or improper installation, or use. The packing of the replacement detector must be reused to return the original detector. The questionnaire must be filled out to reference the system and the problem. Transportation charges and risk of loss, both ways, of returned or replaced detector shall be at the expense of the Customer.

SYSTEM SOFTWARE AND SOFTWARE UPDATES
The software provided with the System will be the latest version of the standard software available for that System as of the 90th day prior to the date the System is delivered to Customer. Updates to standard software for the System that do not require additional hardware or equipment modifications will be performed as a part of normal warranty service during the term of the warranty.

All software is and shall remain the sole property of Philips or its software suppliers. Use of the software is subject to the terms of a separate software license agreement. Customer must sign all such license agreements prior to or upon the delivery of the product. No license or other right is granted to Customer or to any other party to use the software except as set forth in the license agreements.

Any Philips maintenance or service software and documentation provided with the product, and/or located at Customer's premises, is intended solely to assist Philips and its authorized agents to install and to test the System, to assist Philips and its authorized agents to maintain and to service the System under a separate support agreement with Customer, or to permit Customer to maintain and service the System. Customer agrees to restrict the access to such software and documentation to Philips' employees and those of its authorized agents, and to authorized employees of Customer only.

WARRANTY LIMITATIONS
Philips' obligations under the System warranty are limited, at Philips' option, to the repair or the replacement of the System or a portion thereof, or to a credit or refund of a portion of the purchase price paid by Customer. Any refund or credit will be paid to Customer when the System is returned to Philips. Certain of the parts used in the manufacture or installation of, or in the replacement parts for, this System may contain refurbished components. If such components are used, they will be subject to the same quality control and inspection procedures as all other components in the System. Any System warranty is made on condition that Philips receives written notice of a System defect during the warranty period, and within thirty (30) days following the discovery of the defect by Customer. Philips' obligations under the System warranty do not apply to any System defects resulting from: improper or inadequate maintenance or calibration by Customer or its agents; Customer or third party supplied software, interfaces, or supplies; use or operation of the product other than in accordance with loss, or damage in transit; improper site preparation; unauthorized maintenance or Philips' applicable product specifications and written instructions; abuse, negligence, accident, modifications to the System; or to viruses or similar software interference resulting from the connection of the product to a network. Philips does not provide a warranty for any such third party products furnished to Customer by Philips; however, Philips shall use reasonable efforts to extend to Customer the third party warranty for the product. The obligations of Philips described above are Philips' only obligations and Customer's sole and exclusive remedy for a breach of a System warranty. Repairs or replacement parts do not extend the term of this warranty.

THE WARRANTIES SET FORTH IN PHILIPS' WARRANTY DOCUMENT WITH RESPECT TO THIS SYSTEM (INCLUDING THE SOFTWARE PROVIDED WITH THE SYSTEM) ARE THE ONLY WARRANTIES MADE BY PHILIPS IN CONNECTION WITH THE SYSTEM, THE SOFTWARE, AND THE TRANSACTIONS CONTEMPLATED BY THE QUOTATION, AND ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

ACCESS TO SYSTEM
Philips shall have full, free and safe access to the System and Customer's operation, performance and maintenance records for the System, on each scheduled or requested warranty service visit. Philips shall also have access to and use of any machine, service, attachment, features or other equipment required to perform the necessary service contemplated herein at no charge to Philips. Customer waives warranty service if it does not provide such access to the System and Customer's records. Should Philips be denied access to the System and Customer's records at the agreed upon time, a charge equal to the appropriate hourly rate will be accepted by Customer for "waiting time."

WARRANTY SERVICE
In the event it is not possible to accomplish warranty service within normal working hours (8:00 A.M. to 5:00 P.M., Monday through Friday, excluding Philips observed holidays), or in the event Customer specifically requests that warranty service be performed outside of Philips normal working hours. Customer agrees to pay for such services at Philips standard service rates in effect. Maintenance Agreements are available for extended coverage.

TRANSFER OF SYSTEM
In the event Customer transfers or relocates the System, all obligations under this warranty will terminate unless Customer receives the prior written consent of Philips for the transfer or relocation. Upon any transfer or relocation, the System must be inspected and certified by Philips as being free from all defects in material, software and workmanship and as being in compliance with all technical and performance specifications. Customer will compensate Philips for these services at the prevailing service rates in effect as of the date the inspection is performed. Any System which is transported intact to pre-approved locations and is maintained as originally installed in mobile configurations will remain covered by this warranty.

CONDITIONS
This warranty is subject to the following conditions: the System (a) is to be installed by authorized Philips representatives (or is to be installed in accordance with all Philips installation

instructions by personnel trained by Philips), (b) is to be operated exclusively by duly qualified personnel in a safe and reasonable manner in accordance with Philips written instructions and for the purpose for which the products were intended, (c) is to be maintained and in strict compliance with all recommended and scheduled maintenance instructions provided with the System, and (d) Customer is to notify Philips immediately in the event the System at any time fails to meet its printed performance specifications.

LIMITATIONS OF LIABILITY AND DISCLAIMERS

The liability, if any, of Philips AND ITS AFFILIATES for damages whether arising from breach of the terms in the quotation, breach of warranty, negligence, indemnity, strict liability or other tort, or otherwise with respect to the products and services is limited to an amount not to exceed the price of the product or service giving rise to the liability.

IN NO EVENT SHALL PHILIPS OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST REVENUES OR PROFITS, OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES WHETHER ARISING FROM BREACH OF THE TERMS IN THIS QUOTATION, BREACH OF WARRANTY, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHER TORT. PHILIPS SHALL HAVE NO LIABILITY FOR ANY GRATUITOUS ADVICE PROVIDED TO THE CUSTOMER.

FORCE MAJEURE

Philips and Customer shall each be excused from performing its obligations arising from any delay or default caused by events beyond its reasonable control including, but not limited to, acts of God, acts of third parties, acts of the other party, acts of any civil or military authority, fire, floods, war, embargoes, labor disputes, acts of sabotage, riots, accidents, delays of carriers, subcontractors or suppliers, voluntary or mandatory compliance with any government act, regulation or request, shortage of labor, materials or manufacturing facilities.

Philips system specifications are subject to change without notice Document Number 4535 983 03240 999

Non Disclosure Agreement for Philips Confidential Pricing Information

The parties specified below agree to the following terms:

A. Philips

Name	Philips Healthcare, a division of Philips Electronics North America Corporation
Address	22100 Bothell-Everett Highway, Bothell, WA 98021 United States of America

B. Company

Name	ROBERT PRESLEY DETENTION CENTER
Address	4000 ORANGE ST RIVERSIDE, CA 92501-3613

C. Confidential Information

Authorized Purpose	To evaluate Philips' confidential information relating to pricing for imaging equipment ("Pricing") in connection with the potential purchase of such imaging equipment.
Period	Begins on the date Pricing is first disclosed and continues for 5 years from date Pricing is last disclosed.

D. Philips Contact

Name	Mpumi Ranuga
Title	
Telephone	(310) 701-4926
Fax	
e-mail	
Signature	

Company Contact

Name	
Title	
Telephone	
Fax	
e-mail	
Signature	

1. The following terms and conditions (the "Agreement") apply to Pricing disclosed by Philips and its Affiliates ("Philips") to Company and its Affiliates ("Company"), in connection with the Authorized Purpose.

   (a) Subject to Philips' prior written consent, Company may disclose, or request that Philips disclose, Pricing to Company's Affiliates that need to know the Pricing for carrying out the Authorized Purpose, provided they are advised of and agree to be bound by this Agreement. Company is responsible for any breach of this Agreement by its Affiliates.

   (b) An Affiliate is any corporation, company, or other entity, that: (i) is under the Control of a party hereto; or (ii) has Control of a party hereto; or (iii) is under common Control with a party hereto. For this purpose "Control" means that more than fifty percent (50%) of the controlled entity's shares or ownership interest representing the right to make decisions for such are owned or controlled, directly or indirectly, by the controlling entity.

2. Philips may disclose Pricing to Company with respect to the Authorized Purpose in writing, orally, or otherwise. All information is assumed to be Pricing, and confidential, if the confidential or proprietary nature is reasonable under the circumstances.

3. All Pricing disclosed by Philips shall remain Philips' the property. Company does not, by implication, estoppel, or otherwise, acquire any intellectual property right, title, or ownership, nor a license to any such intellectual property right, with respect to any Pricing disclosed by Philips hereunder.
   ALL PRICING IS PROVIDED ON AN "AS IS" BASIS, WITHOUT ANY WARRANTY WHATSOEVER. PHILIPS SHALL HAVE NO LIABILITY WHATSOEVER RESULTING FROM THE USE OF THE INFORMATION PROVIDED.

4. Company shall:
   (a) not use the Pricing for any purpose other than the Authorized Purpose;
   (b) not disclose the Pricing to any third party;
   (c) protect the Pricing against disclosure in the same manner and with the same degree of care with which Company protects its own confidential information but not less than a reasonable degree of care; and
   (d) limit circulation of the Pricing to Company's employees as have a need to know in connection with the Authorized Purpose.
   These obligations shall survive the termination of this Agreement. Philips may terminate this Agreement at any time by means of a written notice to Company. Company shall return to Philips, or certify destruction of, all Pricing, immediately upon termination or expiration of this Agreement.

5. Information disclosed by Philips to Company pursuant to this Agreement shall not be confidential to the extent that the information:
   (a) is or becomes part of the public domain without violation of this Agreement or any other obligation of confidentiality;
   (b) is known by Company prior to disclosure by Philips;
   (c) is lawfully obtained by Company from a third party without any breach of confidentiality or violation of law; or
   (d) is developed by Company completely independently of any such disclosure by Philips.

6. If Company is required, pursuant to administrative or judicial action or subpoena, to disclose the Pricing, Company shall use its best efforts to maintain the confidentiality of the Pricing, e.g. by asserting in such action any applicable privileges. Immediately after gaining knowledge or receiving notice of such action or subpoena, Company shall notify Philips and give Philips the opportunity to seek any other legal remedies so as to maintain such Pricing in confidence, including a reasonable protective order.

7. Company may not transfer or assign any or all of its rights and/or obligations or delegate the performance of any or all of its obligations under this Agreement, directly or indirectly, through acquisition, merger or otherwise, without the prior written consent of Philips. Any transfer, assignment or delegation in contravention of the foregoing shall be void.

8. Company shall not disclose, export or release the Pricing in contravention of any applicable laws or regulations.

9. This Agreement shall be governed and construed in accordance with the laws of the State of New York, without giving effect to its conflict of laws provisions.

10. This Agreement contains the entire understanding of the parties and supersedes any previous understandings or agreements with respect to the subject matter hereof. This Agreement may be amended only in writing signed by authorized representatives of each party.

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

PHILIPS

Quotation #: 1-18VV6DC	**Rev:** 4	**Effective From:** 07-Jan-16	**To:** 31-Mar-16

Presented To:

SOUTHWEST DETENTION CENTER
30755 AULD RD
MURRIETA, CA 92563-2599

JOE ANGELONE - PROCUREMENT CONTRACT SPC.
PURCHASING
Tel: (951) 955-7989

Alternate Address:

Presented By:

Mpumi Ranuga
Account Manager
Tel: (310) 701-4926
Fax:

Gary Counter
Regional Manager
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

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

Line #	Product	Qty	Price
	101696 DigitalDiagnost 4.1 High Performance	1	$299,630.04
		Equipment Total:	$299,630.04

Solution Summary Detail

Product	Qty	Each	Monthly	Price
101696 DigitalDiagnost 4.1 High Performance	1	$299,630.04		$299,630.04

Buying Group: **NOVATION** **Contract #:** **XR0015 RAD**

Addt'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

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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

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Line #	Part #	Description	Qty	Each	Price

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.

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Line #	Part #	Description	Qty	Each	Price

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

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Line #	**Part #**	**Description**	**Qty**	**Each**	**Price**

- 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

101696 DigitalDiagnost 4.1 High Performance

Line #	Part #	Description	Qty	Each	Price

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:

101696 DigitalDiagnost 4.1 High Performance					
Line #	**Part #**	**Description**	**Qty**	**Each**	**Price**

- 2 CS rails
- Adjustable end/stops
- Spacer strips
- Fixing parts
- Brake rails

Compatible with:

- CS 2 CS 4
- Monitor ceiling suspension
- Rail extension 9890 010 01622
- Rail for cable carrier 9890 010 02422

CABINET BOX

Pre-deliverable mounting material.

Cable Carrier CS

Additional carrier for suspension of cable hose from CS 2/4 or TV- monitor.

Comprising:

- 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 recom mend 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

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 x17") 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

- 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 x75 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

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

101696 DigitalDiagnost 4.1 High Performance					
Line #	**Part #**	**Description**	**Qty**	**Each**	**Price**

- 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 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.

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

101696 DigitalDiagnost 4.1 High Performance

Line #	Part #	Description	Qty	Each	Price

- 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

101696 DigitalDiagnost 4.1 High Performance

Line #	Part #	Description	Qty	Each	Price

Compatible with

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

5 ****NRDN112** **Comfort Track** 1

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 aligment, 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

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

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 cnfiguration)
- 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

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

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 CsI 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

101696 DigitalDiagnost 4.1 High Performance					
Line #	**Part #**	**Description**	**Qty**	**Each**	**Price**

- 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 workspot 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

- 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**

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**

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**

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

- 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**

Comprising:

- three-phase transformer for mains supply voltage adaptation of 415/440/460/480 V to 400 Vand 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**

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

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

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**

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

- 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

- 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

- 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

- Attachable, fixed grid

Compatible with

- 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

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

- 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

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

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

- Arm rest, U- shaped for different grip height, tiltable from –90° to +90° for height and side position
- wall holder for parking

Compatible with:

- BuckyDiagnost VS (advanced package)
- BuckyDiagnost VS with digital detector and DigitalDiagnost VM

20	**SP005**	**Contract Labor**	**1**	**$2,900.00**	**$2,900.00**

Exsiting Equipment Removal

21	**SP005**	**Contract Labor**	**1**	**$2,675.00**	**$2,675.00**

Performance Bonds

22	**SP019**	**Trade in Allowance**	**1**	**$0.00**	**$0.00**

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: DEL 50kW DFMT Elevating Table System
Serial Number: TBD
Manufacturer: GENDEX-DEL MEDICAL IMAGING COR

Trade-In authorization number: 35966

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.

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LIST PRICE	$564,615.00
DISCOUNT	$264,984.96
	$0.00
NET PRICE	$299,630.04

Buying Group: NOVATION Contract #: XR0015 RAD

Addt'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.

Price above does not include any applicable sales taxes.

The preliminary delivery request date for this equipment is:_____.

If you do not issue formal purchase orders indicate by initialing here_____.

Tax Status:

Taxable X Tax Exempt_____

If Exempt, please indicate the Exemption Certification Number:_____, and attach a copy of the certificate.

Delivery/Installation Address:
Southwest Detention Center
30755 Auld Road
Murrieta, CA. 92563-2599

Invoice Address:
EDA Facilities Management Dept
3133 Mission Inn Ave.
Riverside CA 92507

Contact Phone #:
Frank Gonzales

Contact Phone #:
951-955-8467

Purchaser approval as quoted:

Date:
6-13-16

Title:
Procurement Contract Specialist

This quotation is signed and accepted by an authorized representative in acknowledgement of the system configuration, terms and conditions stated herein.

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OPTIONS

SELECTION OF ANY OPTION WILL INCREASE THE CONTRACT PRICE BY THE AMOUNT SHOWN IN THE PRICE COLUMN. OPTIONAL EQUIPMENT PRICING VALID ONLY IF PURCHASED IN CONJUNCTION WITH EQUIPMENT QUOTED.

Line #	Part #	Description	Qty	Each	Price	Initial
1	**NDCC472	**Dose Reporting in DICOM Structured Report format**	1	$3,613.62	$3,613.62	

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

Main benefits at a glance

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

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

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

Comprising

- Software license

Compatible with

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

2	**NRDN407	**Wireless Detect. Mobile Holder**	1	$2,661.56	$2,661.56	

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

Main benefits at a glance

- Mounted on wheels for easy moving and positioning in the room
- Holds the wireless portable detector in a safe and precise position
- Very easy to put the detector in and to take it out
- High detector positioning flexibility
- Can hold the wireless portable detector with or without a grid on it

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OPTIONS

SELECTION OF ANY OPTION WILL INCREASE THE CONTRACT PRICE BY THE AMOUNT SHOWN IN THE PRICE COLUMN. OPTIONAL EQUIPMENT PRICING VALID ONLY IF PURCHASED IN CONJUNCTION WITH EQUIPMENT QUOTED.

Line #	Part #	Description	Qty	Each	Price	Initial

- Brakes on the wheels for fixed and safe positioning
- Also compatible with 35 x 43 cm (14 x 17") CR cassettes

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

Specifications

- Dimensions: length 68 cm (26.8"), width 67 cm (26.4"), height 150.7 cm (59.3")
- Vertical movement range of holder arm: 68 to 128 cm (26 8 to 50.4"), center of large portable detector
- Weight: 53.2 kg (117 lbs)

Comprising

- Mobile detector holder

Compatible with

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

3	**980466622009	**Ratchet Compressor**	1	$725.88	$725.88	

Accessory with quick set lever stop. With transparent compression belt 23 cm wide.

PHILIPS PRODUCT WARRANTY

DIGITAL DIAGNOST SYSTEMS

This product warranty document is an addition to the terms and conditions set forth in the quotation to which this warranty document is attached. The terms and conditions of the quotation are incorporated into this warranty document. The capitalized terms herein have the same meaning as set forth in the quotation.

TWELVE-MONTH SYSTEM WARRANTY
Philips warrants to Customer that the Philips Digital Diagnost Radiography System (the "System") will be free from defects in material and manufacturing workmanship for a period of twelve (12) months upon availability for first patient use. The glassware is subject to special warranty terms set forth herein.

PLANNED MAINTENANCE
During the warranty period, Philips' service personnel shall provide one (1) inspection call up to twelve (12) hours in duration approximately thirty (30) days prior to warranty expiration. This inspection shall be scheduled in advance at a mutually agreeable time on weekdays, between 8:00 A.M. and 5:00 P.M., excluding Philips observed holidays.

SYSTEM UPGRADES
Any commercially available upgrade to the System which is hereafter installed shall be subject to the warranty terms contained in the first paragraph of this warranty, except that such warranty shall expire: a) upon termination of the initial twelve (12) month warranty period for the System on which the upgrade is installed, b) after ninety (90) days for parts only from the date of installation, or c) on the annual renewal date of any current service agreement on the System.

SRO X-RAY TUBES
Philips warrants to Customer that the Philips SRO X-Ray tube will be substantially free from defects in material and manufacturing workmanship which impair performance under normal use as specified in Philips product descriptions and specifications for the shorter of twenty-fours(24) months after installation or twenty-six (26) months after date of shipment from Philips.

SRO X-RAY TUBE WARRANTY EXCLUSION
The above warranty shall not apply to SRO X-ray tubes installed outside the United States and Canada. Philips' obligations under the product warranty do not apply to any product defects resulting from: improper or inadequate maintenance or calibration by Customer or its agents; Customer or third party supplied software, interfaces, or supplies; use or operation of the product other than in accordance with loss, or damage in transit; improper site preparation; unauthorized maintenance or Philips' applicable product specifications and written instructions; abuse, negligence, accident, modifications to the product; or, to viruses or similar software interference resulting from the connection of the product to a network.

SRO X-RAY TUBE WARRANTY REMEDIES
If a tube is found to fail during the warranty period, and if, in the best judgment of Philips, the failure is not due to neglect, accident, improper installation, use contrary to instructions, or the exclusions stated above, Philips' tube warranty liability hereunder is limited to, at Philips option, the repair or replacement of the tube. Any replacement tube would have a warranty period equal to the balance of the warranty period left on the tube replaced.

AMORPHOUS SILICON DETECTOR
Philips warrants its detector to be free from defects in material and workmanship for twelve (12) months. Claims under this warranty must be made within twelve (12) months after installation and thirteen (13) months after date of shipment from Philips. Credit for any failure acknowledged as Philips' liability will be a full adjustment for a twelve (12) month use period.

Examination of the returned detector may necessitate its destruction, but Philips liability shall, in any case be limited to repair or replacement as aforesaid, only if in its sole opinion the detector has been properly used, installed and applied and has not been subjected to neglect, accident, environmental extremes or improper installation, or use. The packing of the replacement detector must be reused to return the original detector. The questionnaire must be filled out to reference the system and the problem. Transportation charges and risk of loss, both ways, of returned or replaced detector shall be at the expense of the Customer.

SYSTEM SOFTWARE AND SOFTWARE UPDATES
The software provided with the System will be the latest version of the standard software available for that System as of the 90th day prior to the date the System is delivered to Customer. Updates to standard software for the System that do not require additional hardware or equipment modifications will be performed as a part of normal warranty service during the term of the warranty.

All software is and shall remain the sole property of Philips or its software suppliers. Use of the software is subject to the terms of a separate software license agreement. Customer must sign all such license agreements prior to or upon the delivery of the product. No license or other right is granted to Customer or to any other party to use the software except as set forth in the license agreements.

Any Philips maintenance or service software and documentation provided with the product, and/or located at Customer's premises, is intended solely to assist Philips and its authorized agents to install and to test the System, to assist Philips and its authorized agents to maintain and to service the System under a separate support agreement with Customer, or to permit Customer to maintain and service the System. Customer agrees to restrict the access to such software and documentation to Philips' employees and those of its authorized agents, and to authorized employees of Customer only.

WARRANTY LIMITATIONS
Philips' obligations under the System warranty are limited, at Philips' option, to the repair or the replacement of the System or a portion thereof, or to a credit or refund of a portion of the purchase price paid by Customer. Any refund or credit will be paid to Customer when the System is returned to Philips. Certain of the parts used in the manufacture or installation of, or in the replacement parts for, this System may contain refurbished components. If such components are used, they will be subject to the same quality control and inspection procedures as all other components in the System. Any System warranty is made on condition that Philips receives written notice of a System defect during the warranty period, and within thirty (30) days following the discovery of the defect by Customer. Philips' obligations under the System warranty do not apply to any System defects resulting from: improper or inadequate maintenance or calibration by Customer or its agents; Customer or third party supplied software, interfaces, or supplies; use or operation of the product other than in accordance with loss, or damage in transit; improper site preparation; unauthorized maintenance or Philips' applicable product specifications and written instructions; abuse, negligence, accident, modifications to the System; or to viruses or similar software interference resulting from the connection of the product to a network. Philips does not provide a warranty for any such third party products furnished to Customer by Philips; however, Philips shall use reasonable efforts to extend to Customer the third party warranty for the product. The obligations of Philips described above are Philips' only obligations and Customer's sole and exclusive remedy for a breach of a System warranty. Repairs or replacement parts do not extend the term of this warranty.

THE WARRANTIES SET FORTH IN PHILIPS' WARRANTY DOCUMENT WITH RESPECT TO THIS SYSTEM (INCLUDING THE SOFTWARE PROVIDED WITH THE SYSTEM) ARE THE ONLY WARRANTIES MADE BY PHILIPS IN CONNECTION WITH THE SYSTEM, THE SOFTWARE, AND THE TRANSACTIONS CONTEMPLATED BY THE QUOTATION, AND ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

ACCESS TO SYSTEM
Philips shall have full, free and safe access to the System and Customer's operation, performance and maintenance records for the System, on each scheduled or requested warranty service visit. Philips shall also have access to and use of any machine, service, attachment, features or other equipment required to perform the necessary service contemplated herein at no charge to Philips. Customer waives warranty service if it does not provide such access to the System and Customer's records. Should Philips be denied access to the System and Customer's records at the agreed upon time, a charge equal to the appropriate hourly rate will be accepted by Customer for "waiting time."

WARRANTY SERVICE
In the event it is not possible to accomplish warranty service within normal working hours (8:00 A.M. to 5:00 P.M., Monday through Friday, excluding Philips observed holidays), or in the event Customer specifically requests that warranty service be performed outside of Philips normal working hours, Customer agrees to pay for such services at Philips standard service rates in effect. Maintenance Agreements are available for extended coverage.

TRANSFER OF SYSTEM
In the event Customer transfers or relocates the System, all obligations under this warranty will terminate unless Customer receives the prior written consent of Philips for the transfer or relocation. Upon any transfer or relocation, the System must be inspected and certified by Philips as being free from all defects in material, software and workmanship and as being in compliance with all technical and performance specifications. Customer will compensate Philips for these services at the prevailing service rates in effect as of the date the inspection is performed. Any System which is transported intact to pre-approved locations and is maintained as originally installed in mobile configurations will remain covered by this warranty.

CONDITIONS
This warranty is subject to the following conditions: the System (a) is to be installed by authorized Philips representatives (or is to be installed in accordance with all Philips installation

instructions by personnel trained by Philips), (b) is to be operated exclusively by duly qualified personnel in a safe and reasonable manner in accordance with Philips written instructions and for the purpose for which the products were intended, (c) is to be maintained and in strict compliance with all recommended and scheduled maintenance instructions provided with the System, and (d) Customer is to notify Philips immediately in the event the System at any time fails to meet its printed performance specifications.

LIMITATIONS OF LIABILITY AND DISCLAIMERS

The liability, if any, of Philips AND ITS AFFILIATES for damages whether arising from breach of the terms in the quotation, breach of warranty, negligence, indemnity, strict liability or other tort, or otherwise with respect to the products and services is limited to an amount not to exceed the price of the product or service giving rise to the liability.

IN NO EVENT SHALL PHILIPS OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST REVENUES OR PROFITS, OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES WHETHER ARISING FROM BREACH OF THE TERMS IN THIS QUOTATION, BREACH OF WARRANTY, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHER TORT. PHILIPS SHALL HAVE NO LIABILITY FOR ANY GRATUITOUS ADVICE PROVIDED TO THE CUSTOMER.

FORCE MAJEURE

Philips and Customer shall each be excused from performing its obligations arising from any delay or default caused by events beyond its reasonable control including, but not limited to: acts of God, acts of third parties, acts of the other party, acts of any civil or military authority, fire, floods, war, embargoes, labor disputes, acts of sabotage, riots, accidents, delays of carriers, subcontractors or suppliers, voluntary or mandatory compliance with any government act, regulation or request, shortage of labor, materials or manufacturing facilities.

Philips system specifications are subject to change without notice Document Number 4535 983 03240 999

g Information Disclosure Agreement for Philips Confidential Pricing Information

The parties specified below agree to the following terms:

A. Philips

Name	Philips Healthcare, a division of Philips Electronics North America Corporation
Address	22100 Bothell-Everett Highway, Bothell, WA 98021 United States of America

B. Company

Name	SOUTHWEST DETENTION CENTER
Address	30755 AULD RD MURRIETA, CA 92563-2599

C. Confidential Information

Authorized Purpose	To evaluate Philips' confidential information relating to pricing for imaging equipment ("Pricing") in connection with the potential purchase of such imaging equipment.
Period	Begins on the date Pricing is first disclosed and continues for 5 years from date Pricing is last disclosed.

D. Philips Contact

Name	Mpumi Ranuga
Title	
Telephone	(310) 701-4926
Fax	
e-mail	
Signature	

Company Contact

Name	
Title	
Telephone	
Fax	
e-mail	
Signature	

1. The following terms and conditions (the "Agreement") apply to Pricing disclosed by Philips and its Affiliates ("Philips") to Company and its Affiliates ("Company"), in connection with the Authorized Purpose.

   (a) Subject to Philips' prior written consent, Company may disclose, or request that Philips disclose, Pricing to Company's Affiliates that need to know the Pricing for carrying out the Authorized Purpose, provided they are advised of and agree to be bound by this Agreement. Company is responsible for any breach of this Agreement by its Affiliates.

   (b) An Affiliate is any corporation, company, or other entity, that: (i) is under the Control of a party hereto; or (ii) has Control of a party hereto; or (iii) is under common Control with a party hereto. For this purpose "Control" means that more than fifty percent (50%) of the controlled entity's shares or ownership interest representing the right to make decisions for such are owned or controlled, directly or indirectly, by the controlling entity.

2. Philips may disclose Pricing to Company with respect to the Authorized Purpose in writing, orally, or otherwise. All information is assumed to be Pricing, and confidential, if the confidential or proprietary nature is reasonable under the circumstances.

3. All Pricing disclosed by Philips shall remain Philips' the property. Company does not, by implication, estoppel, or otherwise, acquire any intellectual property right, title, or ownership, nor a license to any such intellectual property right, with respect to any Pricing disclosed by Philips hereunder.
   ALL PRICING IS PROVIDED ON AN "AS IS" BASIS, WITHOUT ANY WARRANTY WHATSOEVER. PHILIPS SHALL HAVE NO LIABILITY WHATSOEVER RESULTING FROM THE USE OF THE INFORMATION PROVIDED.

4. Company shall:
   (a) not use the Pricing for any purpose other than the Authorized Purpose;
   (b) not disclose the Pricing to any third party;
   (c) protect the Pricing against disclosure in the same manner and with the same degree of care with which Company protects its own confidential information but not less than a reasonable degree of care; and
   (d) limit circulation of the Pricing to Company's employees as have a need to know in connection with the Authorized Purpose.

   These obligations shall survive the termination of this Agreement. Philips may terminate this Agreement at any time by means of a written notice to Company. Company shall return to Philips, or certify destruction of, all Pricing, immediately upon termination or expiration of this Agreement.

5. Information disclosed by Philips to Company pursuant to this Agreement shall not be confidential to the extent that the information:
   (a) is or becomes part of the public domain without violation of this Agreement or any other obligation of confidentiality;
   (b) is known by Company prior to disclosure by Philips;
   (c) is lawfully obtained by Company from a third party without any breach of confidentiality or violation of law; or
   (d) is developed by Company completely independently of any such disclosure by Philips.

6. If Company is required, pursuant to administrative or judicial action or subpoena, to disclose the Pricing, Company shall use its best efforts to maintain the confidentiality of the Pricing, e.g. by asserting in such action any applicable privileges. Immediately after gaining knowledge or receiving notice of such action or subpoena, Company shall notify Philips and give Philips the opportunity to seek any other legal remedies so as to maintain such Pricing in confidence, including a reasonable protective order.

7. Company may not transfer or assign any or all of its rights and/or obligations or delegate the performance of any or all of its obligations under this Agreement, directly or indirectly, through acquisition, merger or otherwise, without the prior written consent of Philips. Any transfer, assignment or delegation in contravention of the foregoing shall be void.

8. Company shall not disclose, export or release the Pricing in contravention of any applicable laws or regulations.

9. This Agreement shall be governed and construed in accordance with the laws of the State of New York, without giving effect to its conflict of laws provisions.

10. This Agreement contains the entire understanding of the parties and supersedes any previous understandings or agreements with respect to the subject matter hereof. This Agreement may be amended only in writing signed by authorized representatives of each party.

Pricing NDA ver1 -- 8/9/07

ATTACHMENT 2

To Exhibit A

PHILIPS POINT OF SALE (POS) SERVICE CONTRACT QUOTATIONS

This Attachment 2 consists of the Philips POS Service Contract Quotations referenced below as such quotations are set forth in the following pages.

Attachment 2a: Quotation Number 1-17AQ9WK dated January 07, 2016

Attachment 2b: 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:** 01/07/2016	**To:** 03/31/2016

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
Account Manager
Tel: (310) 701-4926
Fax:

Gary Counter
Regional Manager
Tel: (310) 567-1440
Fax: (949) 709-3831

Date Printed: 25-Jan-16

Submit Orders To: 22100 Bothell Everett Hwy
Bothell, WA 98021-8431
Tel: (800) 982-2011
Fax: (425) 487-8110

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).

Model	Months	Qty	Service Plan
101696 DigitalDiagnost 4.1 High Performance	60	1	SVC0150 Philips RightFit Service Agreement Primary

Home Office Use Only		
Site #	**Start Date**	**End Date**

POINT OF SALE SERVICE CONTRACT SECTION

Philips Ultrasound Customer Services Ranked #1 by Customers in IMV ServiceTrakTM All Systems Survey in 2012 for the 20th consecutive year

DigitalDiagnost 4.1 High Performance

Additional Equipment Covered	Part #	Service Price Total
Digital VS Ext. Fix Detector	**NRDN213**	$12,300

- Detector Coverage for one Detector included with the System selected.

Large SkyPlate Set	**NRDN209**	$17,400

- Wireless detector coverage provides repair and replacement for mechanical defects AND damages resulting from accidental drops, including accidental drops during the warranty period.
- Provides coverage for Wireless Portable Detector battery replacement

Item #	Part #	Description
1	SVC0150	**Philips RightFit Service Agreement Primary**

Thank you for the opportunity to provide this proposed Philips RightFit Service Agreement. Our Primary Service Agreement offers you the advantage of flexible service, a hands-on relationship with Philips, and open communications.

SERVICE DELIVERY:

- 98% uptime guarantee for each contract year. This provides assurance of the equipment availability to scan patients as described in the uptime guarantee exhibit.

LABOR:

- Labor and travel coverage for on-site service from 8:00 am - 5:00 pm, Monday - Friday, excluding Philips published holidays.
- Preferential Scheduling of service calls for service contract customers.
- On-site Response. At customer's request, Philips service goal is to be on-site within 4 hours.
- Planned maintenance coverage from 8:00 am – 5.00 pm, Monday – Friday, excluding Philips published holidays. Coverage includes activities performed according to a schedule to review safety, image quality, calibrations, equipment cleaning, performance trials and any other planned service prescribed by Philips. Philips current recommendation for DXR systems is 1 -2 times per year depending on the specific product model.
- Preferred rates for labor and travel. This includes reduced hourly rates for labor and travel for corrective or planned maintenance outside of Service Agreement coverage hours.

PARTS:

- Standard parts coverage. This provides coverage on parts to maintain and repair the equipment, including both hardware and software items.
- 10:30 am next day parts delivery. This provides UPS next day delivery by air, available in most areas. (Actual time depends on local shipper delivery schedule and delivery restrictions for oversized or hazardous parts).

LIFECYCLE:

- Operating system software and hardware reliability updates. This includes on-site or remote labor, travel and parts necessary to complete safety, performance and reliability modifications to existing equipment software or hardware.
- 15% discount on any items selected from Philips Life Solutions catalog, excluding power monitoring.

CUSTOMER CARE SOLUTIONS CENTER:

- 24/7 Technical telephone support.
- Clinical telephone support from 8:00 am - 5:00 pm, Monday – Friday.

DigitalDiagnost 4.1 High Performance

- Remote Services. This supports remote system diagnostics and monitoring. Philips equipment is connected via an Internet secure single point of access network to our solutions center as described in the Terms and Conditions exhibit. Features may vary by equipment and software release level.

SOLUTION ENHANCEMENTS:

- Philips Service Information. Available upon request, this contains important service management reports through a secure Internet site. Information on equipment service status, historical service performance, engineer response time, and planned maintenance schedules is available.

NOTES:

- ProGrade quotations are valid only with a contract on the BuckyDiagnost.

DigitalDiagnost 4.1 High Performance

Service Plan: **SVC0150 Philips RightFit Service Agreement Primary**
Quantity: **1**

To commence at a time of system warranty expiration with the exception of In-Warranty Coverage and selected Supplement Items Plans

Select Payment Terms Desired:

Select Choice *	Payments Plans	Single System List	Single System Net	Total List	Total Net
☐	60 Monthly Payments at	$4,483	$3,388	$4,483	$3,388
☐	20 Quarterly Payments at	$13,450	$10,165	$13,450	$10,165
☐	5 Yearly Payments at	$53,800	$40,661	$53,800	$40,661
☐	Single Payment at	$269,000	$203,305	$269,000	$203,305

*** If no selection is made, the default choice will be monthly payments.**

Prices above do not include any applicable sales taxes

The service agreement payment does not include optional equipment. If optional equipment is purchased please see attached Equipment Configuration Option Pricing (if available) or contact your Account Manager for amended service pricing.

Buying Group: NOVATION **Contract #:** XR0015 RAD

Addt'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.

For services performed outside the contract hours of coverage, Philips will request a Purchase Order before dispatching a Field Service Engineer.

Our facility does not issue formal purchase orders. We authorize payments 'in lieu of a Purchase Order' for the equipment as described in Philips Healthcare Service Agreement. Initialed: _____

Our facility does issue formal purchase orders, however, due to our business/system limitations, we cannot issue a formal purchase order until 30 days prior to warranty expiration. Initialed: _____

Customer Agreement as Quoted

Upon customer signing and acceptance by an authorized Philips representative, this document constitutes a contract and customer agrees to be bound by all terms hereof which include IMPORTANT LIMITATIONS OF LIABILITY.

BY: X _____
Customer Signature

_____
Printed Name

Title _____ Date _____

For Headquarters Use Only

Philips by its acceptance thereof, agrees to provide maintenance service for the equipment listed above in accordance with all terms.

_____
Signature

Title _____ Date _____

Service Agreement Terms and Conditions

PHILIPS HEALTHCARE
SERVICE AGREEMENT TERMS AND CONDITIONS

1. SERVICES PROVIDED
The services listed in the quotation or Attachment A (the "Services") are offered by Philips Healthcare, a division of Philips Electronics North America Corporation ("Philips") only under the terms and conditions described below, and on any exhibits and attachments, each of which are hereby incorporated (the "Agreement").

2. EXCLUSIONS
The Services do not include:
2.1 Servicing or replacing components of the system other than those systems or components listed in the Exhibits and/or Attachment A (the "Covered System") that is at the listed location ("Site");
2.2 Servicing System if contaminated with blood or other potentially infectious substances;
2.3 Any service necessary due to:
(i) a design, specification or instruction provided by Customer or Customer representative;
(ii) the failure of anyone to comply with Philips' written instructions or recommendations;
(iii) any combining of the Covered System with other manufacturers product or software other than those recommended by Philips;
(iv) any alteration or improper storage, handling, use or maintenance of the Covered System by anyone other than Philips' subcontractor or Philips;
(v) damage caused by an external source, regardless of nature, unless caused by Philips or Philips subcontractor;
(vi) any removal or relocation of the System; or
(vii) neglect or misuse of the System;
2.4 Any cost of materials, supplies, parts, or labor supplied by any party other than Philips or Philips' subcontractors.

3. CUSTOMER RESPONSIBILITIES
During the term of this Agreement, Customer will:
3.1 Ensure that the Site is maintained in a clean and sanitary condition; and that the Covered System, product or part is decontaminated prior to service, shipping or trade-in as per the Instructions in the User manual;
3.2 Dispose of hazardous or biological waste generated;
3.3 Maintain operating environment within Philips specifications for the Site (including temperature and humidity control, incoming power quality, incoming water quality, and fire protection system);
3.4 Use the System in accordance with the published manufacturer's operating instructions.

4. SYSTEM AVAILABILITY
If Customer schedules service and the Covered System is not available at the agreed upon time, then Philips may cancel the service or charge the Customer at the prevailing demand service rates for all time spent by Philips service personnel waiting for access to the Covered System.

5. PAYMENT
All payments under this Agreement are due thirty (30) days from the date of Philips' invoice until the Agreement amount and all applicable taxes and interest are paid in full. Customer will pay interest on any amount not paid when due at the lesser of 1.5% interest per month or the maximum rate permitted by applicable law.

6. EXCUSABLE DELAYS
Philips is excused from performing under this Agreement when Philips' delay or failure to perform is caused by events beyond Philips reasonable control including, but not limited to, acts of God, acts of third parties, acts of the other party, acts of any civil or military authority, fire, floods, war, terrorism, embargoes, labor disputes, acts of sabotage, riots, accidents, delays of carriers, subcontractors or suppliers, voluntary or mandatory compliance with any government act, regulation or request, shortage of labor, materials or manufacturing facilities.

7. TERM AND TERMINATION
7.1 The term of this Agreement shall be set forth in the quotation and/or Attachment A attached hereto and incorporated herein.
7.2 This Agreement is non-cancelable by Customer and will remain in effect for the term specified in this Agreement. However, Customer may cancel this Agreement upon 60 days written notice to Philips (i) representing that the Covered System is being permanently removed from use and that the Covered System is not being used in any other Customer site, or (ii) specifically describing a material breach or default of the Agreement by Philips, provided that Philips may avoid such cancellation by curing the condition of breach or default within such 60 day notice period.
7.3 In addition, if the Customer sells or otherwise transfers their business or a majority of their Covered Systems to a third party and the Covered Systems remains installed and in use at the same location, but such third party does not assume the obligations of the Customer under this Agreement or enter into a new service agreement with Philips with a term at least equal to the unexpired term of this Agreement, then the Customer may terminate this Agreement with respect to such Covered Systems upon no less than thirty (30) days prior written notice to Philips, in which case the Customer shall pay to Philips (i) all amounts due under this Agreement through the effective date of termination (based on the notice requirement) and (ii) as liquidated damages and not as a penalty, an amount equal to 30% of the remaining payments due under this Agreement for such Covered System from the date of termination through the scheduled expiration of the term of this Agreement.
7.4 If this Agreement includes a Pool and terminates for any reason and Customer has expended more funds from its Pool than it has contributed to the Pool, then Customer shall pay Philips the amount by which its expenditures exceeded its contributions within thirty (30) business days of such termination.

8. DEFAULT
Customer's failure to pay any amount due under this Agreement within 30 days of when payment is due constitutes a default of this Agreement and all other agreements between Customer and Philips. In such an event, Philips may, at its option, (i) withhold performance under this Agreement and any or all of the other agreements until a reasonable time after all defaults have been cured, (ii) declare all sums due and to (iii) commence collection activities for all sums due or to become due hereunder, including, but not limited to costs and expenses of collection, and reasonable attorney's fees, (iv) terminate this Agreement with 10 days' notice to Customer, and (v) pursue any other remedies permitted by law.

9. END OF LIFE
If Philips determines that its ability to provide the Service Coverage is hindered due to the unavailability of parts or trained personnel, or that the system can no longer be maintained in a safe or effective manner as determined by Philips, then Philips may terminate this Agreement upon written notice to the Customer and provide Customer with a refund of any Customer pre-payments for periods of Service Coverage not already completed.

10. WARRANTY DISCLAIMER
Philips' full contractual service obligations to Customer are described in this Agreement. Philips provides no additional warranties under this Agreement. All service and parts to support service under this Agreement are provided AS IS. NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLIES TO ANYTHING PROVIDED BY PHILIPS' SUBCONTRACTOR OR PHILIPS.

11. LIMITATIONS OF LIABILITY AND DISCLAIMER
11.1 Philips' total liability, if any, and Customer's exclusive remedy with respect to the Services or Philips' performance of the Services is limited to an amount not to exceed the price stated in this Agreement for the Service that is the basis for the claim. THIS LIMITATION SHALL NOT APPLY TO THIRD PARTY CLAIMS FOR BODILY INJURY OR DEATH CAUSED BY PHILIPS' NEGLIGENCE. PHILIPS WILL HAVE NO LIABILITY FOR ANY ASSISTANCE PHILIPS PROVIDES THAT IS NOT REQUIRED UNDER THIS AGREEMENT.
11.2 IN NO EVENT SHALL PHILIPS OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST REVENUES OR PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA, OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES WHETHER ARISING FROM BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHER TORT.

12. PROPRIETARY SERVICE MATERIALS
Philips may deliver or transmit certain proprietary service materials (including software, tools and written documentation) that have not been purchased by or licensed to Customer. The presence of this property within the Site will not give Customer any right or title to this property or any license or other right to access, use or decompile this property. Customer will use all reasonable efforts to protect this property against damage or loss and to prevent any access to or use of this property by any unauthorized party. Customer shall immediately report to Philips any violation of this provision.

13. THIRD PARTY MANAGEMENT
If Customer has contracted with a third party service management organization, asset management company, maintenance management company, technology management company, maintenance insurance organization or the like ("Third Party Organization") for purposes of centralized billing and management of services provided to Customer, at Customer's written request, Philips will route invoices for payment of services rendered by Philips to such Third Party Organization and accept payment from them on Customer's behalf. Notwithstanding the above, the services provided by Philips are subject solely to the terms and conditions set forth in this Agreement. Customer guarantees the payment of all monies due or that may

become due under this Agreement in spite of any collateral arrangements Customer may have with such Third Party Organization or any payments Customer has made to the Third Party Organization. Philips has no contractual relationship for the Services rendered to Customer except as set forth herein. To the extent that the parts and services Philips provides are not covered by Customer's arrangement with such Third Party Organization, Customer shall promptly pay for such parts and services on demand.

14. TAXES
Any applicable tax will be invoiced to and payable by Customer, along with the Agreement Price in accordance with the payment terms set forth in this Agreement, unless Philips receives a tax exemption certificate from Customer which is acceptable to the taxing authorities. Customer will not be obligated to pay any federal, state, or local tax imposed upon or measured by Philips' net income.

15. INDEPENDENT CONTRACTOR
Philips is Customer's independent contractor, not Customer's employee, agent, joint venture, or partner. Philips' employees and Philips subcontractors are under Philips' exclusive direction and control. Philips has no liability or responsibility for and does not warrant customer's or customer's employees' act or omissions related to any services that are performed by customer's employees under this agreement.

16. RECORD RETENTION AND ACCESS
If Section 1861(v)(1)(I) of the Social Security Act applies to this Agreement, then Subsections (i) and (ii) of that Section are made a part of this Agreement. In such an event, Philips shall retain and make available, and insert the requisite clause in each applicable subcontract requiring Philips subcontractor to retain and make available, the contract(s), book(s), document(s), and record(s) to the person(s), upon the request(s) for the period(s) of time required by these Subsections.

17. HIPAA, PRIVACY
Philips complies with all applicable provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Upon Customer request Philips will provide a mutually agreeable Business Associates agreement. In the course of providing the Services to Customer, Philips may need to access, view, or download computer files from the System that might contain Personal Data. Personal Data includes information relating to an individual, from which that individual can be directly or indirectly identified. Personal Data can include both personal health information (e.g., images, heart monitor data, and medical record number) and non-health information (e.g., date of birth and gender). Philips will process Personal Data only to the extent necessary to fulfill its Service obligations under this Agreement.

18. CONFIDENTIALITY
Each party will maintain as confidential any information furnished or disclosed to one party by the other party, whether disclosed in writing or disclosed orally, relating to the business of the disclosing party, its customers, or its patients, and this Agreement and its terms, including its pricing terms. Each party will use the same degree of care to protect the confidentiality of the disclosed information as that party uses to protect the confidentiality of its own information, but not less than reasonable care. Each party will disclose such information only to its employees having a need to know such information to perform the transactions contemplated by this Agreement. The obligation to maintain the confidentiality of such information will not extend to information in the public domain at the time of disclosure, or to information that is required to be disclosed by law or by court order and will expire five years after the Exhibit terminates or expires.

19. SUBCONTRACTS AND ASSIGNMENTS
Philips may subcontract to service contractors of Philips' choice any of Philips' service obligations to Customer or other activities performed by Philips under this Agreement. No such subcontract will release Philips from those obligations to Customer. Customer may not assign this Agreement or the responsibility for payments due under it without Philips' prior express written consent, which will not be unreasonably withheld.

20. INSURANCE
Upon Customer request, Philips will provide a Certificate of Philips insurance coverage.

21. RULES AND REGULATIONS
To the extent made known in writing to Philips, Philips and its subcontractors will comply with Customer's rules and regulations provided such rules and regulations do not conflict with established Philips policies.

22. EXCLUDED PROVIDER
Philips represents and warrants that Philips, its employees, and subcontractors, are neither debarred, excluded, suspended, or otherwise ineligible to participate in a federal health care program, nor have they been convicted of any health care related crime for the products and services provided under this Agreement (an "Excluded Provider"). Philips shall promptly notify Customer if it becomes aware that Philips or any of its employees or subcontractors, providing the Services becomes an Excluded Provider, whereupon Customer may terminate this order by express written notice for services not yet rendered.

23. SOLICITATION OF PHILIPS EMPLOYEES
For the duration of this Agreement and for one year following the expiration or termination of this Agreement, Customer and its affiliates will not directly or indirectly solicit any employee of Philips or its affiliates engaged in providing the services.

24. SURVIVAL, WAIVER, SEVERABILITY, NOTICE, CHOICE OF LAW
Customer's obligation to pay any money due to Philips under this Agreement survives expiration or termination of this Agreement. All of Philips' rights, privileges, and remedies with respect to this Agreement will continue in full force and effect after the end of this Agreement. A party's failure to enforce any provision of this Agreement is not a waiver of that provision or of such party's right to later enforce each and every provision. If any part of this Agreement is found to be invalid, the remaining part will be effective. Notices or other communications will be in writing, and will be deemed served if delivered personally, or if sent by facsimile transmission, by overnight mail or courier, or by certified mail, return receipt requested and addressed to the party at the address set forth on the face of this Agreement. This Agreement may be executed in one or more counterpart copies, each of equal validity, that together constitute one and the same instrument. Any photocopy or facsimile of this Agreement or any such counterpart is deemed the equivalent of an original and any such facsimiles constitutes evidence of the existence of this Agreement. The law of the state in which the Covered System is located will govern any interpretation of this Agreement and dispute between Philips and Customer without regard to the principles of choice of law.

25. ENTIRE AGREEMENT; EXHIBITS
This Agreement constitutes the entire understanding of the parties and supersedes all other agreements, written or oral, regarding its subject matter. No additional terms, conditions, consent, waiver, alteration, or modification will be binding unless in writing and signed by Philips' authorized representative and Customer. Additional or different terms and conditions, whether stated in a purchase order or other document issued by Customer, are rejected and will not apply to the transactions contemplated by this Agreement. No prior proposals, statements, course of dealing, course of performance, usage of trade or industry standard will be part of this Agreement. The service specific exhibits listed below, and any associated attachements, are incorporated herein as they apply to the services listed on the quotation and their additional terms shall apply solely to Customer's purchase of the services specified therein. If any terms set forth in an exhibit conflict with terms set forth in these Terms and Conditions of Service, the terms set forth in the exhibit shall govern.

Exhibit 1: Additional Imaging System Service Terms and Conditions
Exhibit 2: Philips Technology Upgrades
Exhibit 3: Additional Support & Assist Coverage Terms and Conditions
Exhibit 4: Uptime Guarantee
Exhibit 5: Additional Clinical Education Training Terms and Conditions
Exhibit 6: Additional Rightfit Software Maintenance Agreement Terms and Conditions
Exhibit 7: Rightfit Software Maintenance Agreement Hardware Support
Exhibit 8: Additional Patient Care Services Terms and Conditions

26. AUTHORITY TO EXECUTE
The parties acknowledge that they have read the terms and conditions of this Agreement, that they know and understand the same, and that they have the express authority to execute this Agreement.

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ADDITIONAL IMAGING SYSTEM SERVICE TERMS AND CONDITIONS

Exhibit 1

(for Philips and/or Non-Philips Equipment)

1. SERVICES PROVIDED

1.1. Initial Covered System Inspection. Within 90 days after the effective date, Philips will inspect the Covered System not previously serviced by Philips and notify Customer of any Covered System that does not meet manufacturer's specification. Philips will provide Customer a written estimate for repairs necessary to bring any of the covered system within proper manufacturers specifications. Upon Customer's request, Philips will provide necessary repairs at Philips' then contract labor rate. If customer elects not to have System repaired, then Philips may remove such System from coverage in this agreement.

1.2 Repair Service. Commencing on the effective date and subject to the repair limitation below, Philips or Philips' subcontractors will provide repair services for Covered System. Philips will provide all replacement parts, which may be refurbished, and labor necessary to repair Covered System, unless excluded in paragraph 3. All components used are subject to Philips inspection and quality control procedures, and shall be warranted to the same extent that a non-refurbished component is warranted. Parts removed for replacement become the property of Philips and Philips shall remove parts from the Covered System Site. Philips may increase its contract price if the Covered System is upgraded or reconfigured.

1.3. Planned Maintenance Service. Philips will provide Customer a planned maintenance schedule for the Covered System. Philips will provide such planned maintenance during the Service Coverage hours (as defined in the agreement) at a time that is mutually agreed upon. Customer will make the Covered System available in accordance with this schedule. Philips or its subcontractors will provide planned maintenance on the Covered System at scheduled intervals. If Philips cannot locate Covered System, or Covered System was not made available for planned maintenance when scheduled, Philips will notify the Customer that Customer has 90 days to make available Covered System for planned maintenance, otherwise customer waives right to service and Philips may delete Covered System from the contract.

1.4. Software Updates. Philips will install operating system software updates provided by the Original Equipment Manufacturer (OEM) for Covered System. Software updates mean revisions to OEM proprietary operating system software that enhance existing System functions and operation without hardware changes, but will not install operating system software upgrades to new software platforms or software options offered separately for sale by the OEM.

2. CONTRACT ADMINISTRATION

2.1. Master and/or Multi-Vendor System Additions and Deletions. After completing the inspection, Customer may add a System to the Covered System list by contacting Philips. Customer and Philips will agree on a mutually-agreeable price and contract start date. The Covered System will be added to the contract after receipt of the signed inventory modification form. Customer may delete Covered System as allowed under the Termination provision.

2.2. Management and Staffing. If on-site staffing is provided, Philips will determine and provide the management and service staff necessary to provide the Services under this Exhibit. Philips will pay all salaries, payroll and other employment taxes or fees, worker's compensation insurance, and other charges or insurance levied or required by any federal, state, or local statutes, relating to its employees.

2.3. If applicable, Customer shall execute the Subcontracting Confirmation and Agency Authorization Agreement as required by Philips to perform certain duties and responsibilities.

3. EXCLUSIONS Unless specifically included in this Agreement, the Services do not include providing or paying the cost of:

3.1. Any rigging or structural alteration incident to the Services;

3.2. Consumable items and supplies (such as biomedical laser tubes and patient used pads), cryogens, PET calibration sources, film, batteries, cassettes'

3.3. Cosmetic repairs;

3.4. The cost of factory reconditioning, rebuilds, or overhauls if repairs cannot maintain the equipment in satisfactory operating condition;

3.5. Disposing hazardous, infectious, or biomedical waste or materials;

3.6. Providing service to any System under a current service agreement between Customer and another vendor until such agreements expire or are terminated by Customer. Philips is not liable for any cancellation penalty or cost associated with Customer's termination of any such agreement;

3.7. Unless otherwise specified in the quotation, maintaining or repairing Philips and/or third-party products including but not limited to nuclear camera detector crystals, CT Tubes and radiation therapy tubes, x-ray tubes, flat panel detectors, image intensifiers magnet replacement, magnet refrigeration system (coldhead, compressor, chillers), MR RF rooms, surface coils HVAC systems, power conditioners, uninterruptible power supplies, special ultrasound transducers (probes) (accessory or attach), TEE probes, TV camera pick-up tubes, photo multiplier tubes, accelerator center beam lines, piped medical gases (up to the wall outlets), copier drums, electron guns, fiber optic bundles, foot/hand controls (switches, accessory, or attachment), klystrons and thyratrons, magnetrons, plumbicons, waveguides, and attachments.

3.8. If this agreement includes coverage for biomedical services: arthroscopy instruments, blood pressure cuffs (accessory or attachment), centrifuge motor brushes, electronic thermometer probes, electrosurgical instruments (pencils & pads), general or surgical instruments, laboratory glass, laser tubes, phaco hand pieces (cataract extraction units, accessory or attachment), non-electrical surgical equipment, rigid & semi-rigid scopes.

4. COVERAGE Philips will provide services on-site during the hours listed in Customer's service agreement, excluding Philips observed holidays, unless otherwise set forth in attachments or exhibits ('Service Coverage'). Customer may request service outside of the Service Coverage or service that is not otherwise included in this Agreement and, subject to the availability of personnel and repair parts, Philips will provide such service at Philips s then-current preferred rates and for material and labor. Customer will be charged a minimum of three hours on-site time plus applicable travel charges and expenses per service visit.

5. DOCUMENTATION Upon Customer's written request, Philips will provide repair and planned maintenance records for the Covered System.

6. CUSTOMER RESPONSIBILITIES During the term of this Agreement Customer will

6.1 If applicable, attend a start-up meeting at Customer's facility, prior to the Effective Date of this Agreement, so Philips can explain the Services to the Customer's management and selected staff;

6.2 Provide a secure dedicated space within Customer's main facility and at each additional facility or location as necessary for the resident Philips staff.

6.3. Provide Philips with broadband internet or Wi-Fi access for business purposes.

6.4 Provide Philips with the System service manuals for any non-Philips System;

6.5 Maintain all software licenses applicable to the Covered System.

6.6 For Philips use in remote servicing of the System, provide Philips a secure location for hardware to connect System to Philips Remote Service (PRS).

6.6.1 The PRS hardware remain Philips' property and is only provided during the term of this Agreement;

6.6.2 Provide Philips and its vendors full and free access to the PRS hardware to enable Philips to remotely access the Covered System or non-Philips System; and

6.6.3 Provide Philips at each System Site, at all times during the term of this Agreement, a dedicated broadband Internet access node, including public and private interface access, suitable to establish a successful connection to the Covered System through the PRS and Customer network.

6.6.4 If the System cannot be connected to the PRS, and Customer fails to provide the access described in section 6, then Customer waives its rights to Services under this Agreement and any uptime guarantee.

7. CRYOGENS (Applies only to MRI Service)

7.1. If Cryogens are included in this agreement, Customer shall report any magnet cooling system (cold-head, compressor, or chiller) malfunction within 24 hours. If customer fails to report any malfunctions or provide continuous chilled water or power, then customer is responsible for any additional cryogen expenses.

7.2. If the Covered System is not connected to the PRS, then Customer shall report Cryogen level readings for all System covered by this Agreement into the Magnet Monitoring System at 1-800-722-9377 (follow prompts) each week.

UPTIME GUARANTEE

Exhibit 4

1. GENERAL

Philips shall provide to Customer the uptime guarantee specified below ("Uptime Guarantee") on the Covered System listed in the quotation or Attachment A as having uptime as an entitlement ("Uptime System"). Uptime System does not include peripherals, such as external printers, archiving devices, external reporting software, external display monitors, or attached cameras. If Customer does not meet its responsibilities described in Customer Responsibilities paragraphs, then Customer is not entitled to the benefits of this Uptime Guarantee.

If an item of Uptime System fails to achieve the Uptime Percentage (as defined below) set forth on Schedule 3(a) below, then Customer, as its sole and exclusive remedy, will receive a discount of future Agreement payment(s), as described in Section 3 below.

2. DEFINITIONS

a. Measurement Period: The measurement period for determining Uptime Percentage is 12 months beginning on the effective date of the Agreement and thereafter on the annual anniversary date of the effective date.

b. Base Hours means the hours/day and days/week over which Uptime Hours and Downtime will be calculated during the Measurement Period. The Base Hours will be the contracted hours of coverage provided for under the Agreement for each particular piece of Uptime System.

c. Downtime means the time that the Uptime System is unable to produce diagnostic images during the Base Hours of any given Measurement Period solely due to Philips' design, manufacturing, materials, or Service performance failure. Measurement of Downtime commences when the Customer notifies the Philips customer service center that the Uptime System is unable to produce diagnostic images. Downtime does not include time due to planned maintenance service, cryogen replenishment, installation of upgrades and updates, x-ray tube replacement, or an occurrence or condition excluded under the Agreement. Philips may verify Downtime and adjust calculations accordingly.

d. Uptime Hours is determined by subtracting the total Downtime from the Base Hours for a particular piece of Uptime System [Uptime Hours = Base Hours – Downtime].

e. Uptime Percentage is determined by dividing the Uptime Hours by the Base Hours, and multiplying the result by 100 [Uptime Percentage = (Uptime Hours/Base Hours) x 100].

3. ADJUSTMENT SCHEDULE

If the Uptime Percentage specified in Schedule 3(a) is not achieved for Uptime System then the specified discount will be applied to all payments due during the next Uptime Measurement Period for the Uptime System that did not achieve the Uptime Percentage

Schedule 3(a): Agreement Payment Adjustment Schedule for Uptime System

99% Uptime Guarantee		98% Uptime Guarantee		96% Uptime Guarantee	
Uptime Percentage	Discount	Uptime Percentage	Discount	Uptime Percentage	Discount
99% - 100%	None	98% - 100%	None	96% - 100%	None
96% - 98.9%	5%	95% - 97.9%	5%	91% - 95.9%	5%
93% - 95.9%	10%	92% - 94.9%	10%	<90.9%	10% *
<92.9%	15% *	<91.9%	15% *		

* Maximum adjustment available

4. UPTIME PERCENTAGE DETERMINATION

The Uptime Percentage is determined according to the following formula: Uptime Percentage = (Uptime Hours/Base Hours) x 100. Below are examples of how Uptime Percentage is determined:

a. MEASUREMENT EXAMPLE # 1:
Base Hours = 8 AM to 5 PM Monday through Friday over the 12 month Measurement Period.
9 hours x 5 days x 52 weeks = 2 340 Base Hours
2,340 Base Hours – 60 Downtime hours = 2,280 Uptime Hours
(2280 / 2340) * 100 = 97.4% Uptime Percentage

b. MEASUREMENT EXAMPLE # 2:
Base Hours = 8 AM to 9 PM Monday through Friday over the 12 month Measurement Period.
13 hours x 5 days x 52 weeks = 3,380 Base Hours
3,380 Base Hours – 60 Downtime hours = 3,320 Uptime Hours
(3320 / 3380) * 100 = 98.2% Uptime Percentage

c. MEASUREMENT EXAMPLE #3:
Base Hours = 24/7 over the 12 month Measurement Period.
24 hours x 7 days x 52 weeks = 8,736 Base Hours
8,736 Base Hours – 60 Downtime hours = 8,676 Uptime Hours
(8676 / 8736) * 100 = 99.3% Uptime Percentage

5. REPORTS

Uptime Percentage performance reports will be provided at the Customer's request for any Measurement Period while this Uptime Guarantee remains in effect. To receive any applicable discount, Customer must notify Philips in writing that the Uptime Percentage was not achieved for a particular System within 60 days after the end of a Measurement Period.

6. WARRANTY DISCLAIMER

Philips full Uptime Guarantee obligations to Customer are described in this Exhibit. Philips provides no warranties under this Uptime Guarantee. NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLIES TO THIS UPTIME GUARANTEE.

7. LIMITATIONS OF REMEDIES AND DAMAGES

Philips total liability, if any, and Customer's exclusive remedy with respect to this Uptime Guarantee and Philips performance hereunder is limited to the remedies stated herein.

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

PHILIPS

Quotation #: 1-18VV6DC	**Rev.** 4	**Effective From:** 01/07/2016	**To:** 03/31/2016

Presented To:

SOUTHWEST DETENTION CENTER
30755 AULD RD
MURRIETA, CA 92563-2599

JOE ANGELONE - PROCUREMENT CONTRACT SPC
PURCHASING
Tel: (951) 955-7989

Alternate Address:

Presented By:

Mpumi Ranuga
Account Manager
Tel: (310) 701-4926
Fax:

Gary Counter
Regional Manager
Tel: (310) 567-1440
Fax: (949) 709-3831

Date Printed: 25-Jan-16

Submit Orders To: 22100 Bothell Everett Hwy
Bothell, WA 98021-8431
Tel: (800) 982-2011
Fax: (425) 487-8110

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).

Model	Months	Qty	Service Plan
101696 DigitalDiagnost 4.1 High Performance	60	1	SVC0150 Philips RightFit Service Agreement Primary

Home Office Use Only		
Site #	**Start Date**	**End Date**

POINT OF SALE SERVICE CONTRACT SECTION

Philips Ultrasound Customer Services Ranked #1 by Customers in IMV ServiceTrakTM All Systems Survey in 2012 for the 20th consecutive year

DigitalDiagnost 4.1 High Performance

Additional Equipment Covered	Part #	Service Price Total
Digital VS Ext. Fix Detector	**NRDN213**	$12,300

- Detector Coverage for one Detector included with the System selected.

Large SkyPlate Set	**NRDN209**	$17,400

- Wireless detector coverage provides repair and replacement for mechanical defects AND damages resulting from accidental drops, including accidental drops during the warranty period.
- Provides coverage for Wireless Portable Detector battery replacement

Item #	Part #	Description
1	SVC0150	**Philips RightFit Service Agreement Primary**

Thank you for the opportunity to provide this proposed Philips RightFit Service Agreement. Our Primary Service Agreement offers you the advantage of flexible service, a hands-on relationship with Philips, and open communications.

SERVICE DELIVERY:

- 98% uptime guarantee for each contract year. This provides assurance of the equipment availability to scan patients as described in the uptime guarantee exhibit.

LABOR:

- Labor and travel coverage for on-site service from 8:00 am - 5:00 pm, Monday - Friday, excluding Philips published holidays.
- Preferential Scheduling of service calls for service contract customers.
- On-site Response. At customer's request, Philips service goal is to be on-site within 4 hours.
- Planned maintenance coverage from 8:00 am – 5:00 pm, Monday – Friday, excluding Philips published holidays. Coverage includes activities performed according to a schedule to review safety, image quality, calibrations, equipment cleaning, performance trials and any other planned service prescribed by Philips. Philips current recommendation for DXR systems is 1 -2 times per year depending on the specific product model.
- Preferred rates for labor and travel. This includes reduced hourly rates for labor and travel for corrective or planned maintenance outside of Service Agreement coverage hours.

PARTS:

- Standard parts coverage. This provides coverage on parts to maintain and repair the equipment, including both hardware and software items.
- 10:30 am next day parts delivery. This provides UPS next day delivery by air, available in most areas. (Actual time depends on local shipper delivery schedule and delivery restrictions for oversized or hazardous parts).

LIFECYCLE:

- Operating system software and hardware reliability updates. This includes on-site or remote labor, travel and parts necessary to complete safety, performance and reliability modifications to existing equipment software or hardware.
- 15% discount on any items selected from Philips Life Solutions catalog, excluding power monitoring.

CUSTOMER CARE SOLUTIONS CENTER:

- 24/7 Technical telephone support.
- Clinical telephone support from 8:00 am - 5:00 pm, Monday – Friday.

DigitalDiagnost 4.1 High Performance

- Remote Services. This supports remote system diagnostics and monitoring. Philips equipment is connected via an Internet secure single point of access network to our solutions center as described in the Terms and Conditions exhibit. Features may vary by equipment and software release level.

SOLUTION ENHANCEMENTS:

- Philips Service Information. Available upon request, this contains important service management reports through a secure Internet site. Information on equipment service status, historical service performance, engineer response time, and planned maintenance schedules is available.

NOTES:

- ProGrade quotations are valid only with a contract on the BuckyDiagnost.

DigitalDiagnost 4.1 High Performance

Service Plan: **SVC0150 Philips RightFit Service Agreement Primary**
Quantity: **1**

To commence at a time of system warranty expiration with the exception of In-Warranty Coverage and selected Supplement Items Plans

Select Payment Terms Desired:

Select Choice *	Payments Plans	Single System List	Single System Net	Total List	Total Net
☐	60 Monthly Payments at	$4,483	$3,388	$4,483	$3,388
☐	20 Quarterly Payments at	$13,450	$10,165	$13,450	$10,165
☐	5 Yearly Payments at	$53,800	$40,661	$53,800	$40,661
☐	Single Payment at	$269,000	$203,305	$269,000	$203,305

*** If no selection is made, the default choice will be monthly payments.**

Prices above do not include any applicable sales taxes

The service agreement payment does not include optional equipment. If optional equipment is purchased please see attached Equipment Configuration Option Pricing (if available) or contact your Account Manager for amended service pricing.

Buying Group: NOVATION **Contract #:** XR0015 RAD

Addt'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.

For services performed outside the contract hours of coverage, Philips will request a Purchase Order before dispatching a Field Service Engineer.

Our facility does not issue formal purchase orders. We authorize payments 'in lieu of a Purchase Order' for the equipment as described in Philips Healthcare Service Agreement. Initialed: _____

Our facility does issue formal purchase orders, however, due to our business/system limitations, we cannot issue a formal purchase order until 30 days prior to warranty expiration. Initialed: GA

Customer Agreement as Quoted

Upon customer signing and acceptance by an authorized Philips representative, this document constitutes a contract and customer agrees to be bound by all terms hereof which include IMPORTANT LIMITATIONS OF LIABILITY.

BY: X _____
Customer Signature

_____
Printed Name

Title _____ Date _____

For Headquarters Use Only

Philips by its acceptance thereof, agrees to provide maintenance service for the equipment listed above in accordance with all terms.

_____
Signature

Title _____ Date _____

Service Agreement Terms and Conditions

PHILIPS HEALTHCARE
SERVICE AGREEMENT TERMS AND CONDITIONS

1. SERVICES PROVIDED
The services listed in the quotation or Attachment A (the "Services") are offered by Philips Healthcare, a division of Philips Electronics North America Corporation ("Philips") only under the terms and conditions described below, and on any exhibits and attachments, each of which are hereby incorporated (the "Agreement").

2. EXCLUSIONS
The Services do not include:
2.1 Servicing or replacing components of the system other than those systems or components listed in the Exhibits and/or Attachment A (the "Covered System") that is at the listed location ("Site");
2.2 Servicing System if contaminated with blood or other potentially infectious substances;
2.3 Any service necessary due to:
(i) a design, specification or instruction provided by Customer or Customer representative;
(ii) the failure of anyone to comply with Philips' written instructions or recommendations;
(iii) any combining of the Covered System with other manufacturers product or software other than those recommended by Philips;
(iv) any alteration or improper storage, handling, use or maintenance of the Covered System by anyone other than Philips' subcontractor or Philips;
(v) damage caused by an external source, regardless of nature, unless caused by Philips or Philips subcontractor
(vi) any removal or relocation of the System, or
(vii) neglect or misuse of the System;
2.4 Any cost of materials, supplies, parts, or labor supplied by any party other than Philips or Philips' subcontractors.

3. CUSTOMER RESPONSIBILITIES
During the term of this Agreement, Customer will:
3.1 Ensure that the Site is maintained in a clean and sanitary condition, and that the Covered System, product or part is decontaminated prior to service, shipping or trade-in as per the Instructions in the User manual;
3.2 Dispose of hazardous or biological waste generated;
3.3 Maintain operating environment within Philips specifications for the Site (including temperature and humidity control, incoming power quality, incoming water quality, and fire protection system);
3.4 Use the System in accordance with the published manufacturer's operating Instructions.

4. SYSTEM AVAILABILITY
If Customer schedules service and the Covered System is not available at the agreed upon time, then Philips may cancel the service or charge the Customer at the prevailing demand service rates for all time spent by Philips service personnel waiting for access to the Covered System.

5. PAYMENT
All payments under this Agreement are due thirty (30) days from the date of Philips' invoice until the Agreement amount and all applicable taxes and interest are paid in full. Customer will pay interest on any amount not paid when due at the lesser of 1.5% interest per month or the maximum rate permitted by applicable law.

6. EXCUSABLE DELAYS
Philips is excused from performing under this Agreement when Philips' delay or failure to perform is caused by events beyond Philips reasonable control including, but not limited to, acts of God, acts of third parties, acts of the other party, acts of any civil or military authority, fire, floods, war, terrorism, embargoes, labor disputes, acts of sabotage, riots, accidents, delays of carriers, subcontractors or suppliers, voluntary or mandatory compliance with any government act, regulation or request, shortage of labor, materials or manufacturing facilities.

7. TERM AND TERMINATION
7.1 The term of this Agreement shall be set forth in the quotation and/or Attachment A attached hereto and incorporated herein.
7.2 This Agreement is non-cancelable by Customer and will remain in effect for the term specified in this Agreement. However, Customer may cancel this Agreement upon 60 days written notice to Philips (i) representing that the Covered System is being permanently removed from use and that the Covered System is not being used in any other Customer site, or (ii) specifically describing a material breach or default of the Agreement by Philips, provided that Philips may avoid such cancellation by curing the condition of breach or default within such 60 day notice period.
7.3 In addition, if the Customer sells or otherwise transfers their business or a majority of their Covered Systems to a third party and the Covered Systems remains installed and in use at the same location, but such third party does not assume the obligations of the Customer under this Agreement or enter into a new service agreement with Philips with a term at least equal to the unexpired term of this Agreement, then the Customer may terminate this Agreement with respect to such Covered Systems upon no less than thirty (30) days prior written notice to Philips, in which case the Customer shall pay to Philips (i) all amounts due under this Agreement through the effective date of termination (based on the notice requirement) and (ii) as liquidated damages and not as a penalty, an amount equal to 30% of the remaining payments due under this Agreement for such Covered System from the date of termination through the scheduled expiration of the term of this Agreement.
7.4 If this Agreement includes a Pool and terminates for any reason and Customer has expended more funds from its Pool than it has contributed to the Pool, then Customer shall pay Philips the amount by which its expenditures exceeded its contributions within thirty (30) business days of such termination.

8. DEFAULT
Customer's failure to pay any amount due under this Agreement within 30 days of when payment is due constitutes a default of this Agreement and all other agreements between Customer and Philips. In such an event, Philips may, at its option, (i) withhold performance under this Agreement and any or all of the other agreements until a reasonable time after all defaults have been cured, (ii) declare all sums due and to (iii) commence collection activities for all sums due or to become due hereunder, including, but not limited to costs and expenses of collection, and reasonable attorney's fees, (iv) terminate this Agreement with 10 days' notice to Customer, and (v) pursue any other remedies permitted by law.

9. END OF LIFE
If Philips determines that its ability to provide the Service Coverage is hindered due to the unavailability of parts or trained personnel, or that the system can no longer be maintained in a safe or effective manner as determined by Philips, then Philips may terminate this Agreement upon written notice to the Customer and provide Customer with a refund of any Customer pre-payments for periods of Service Coverage not already completed.

10. WARRANTY DISCLAIMER
Philips' full contractual service obligations to Customer are described in this Agreement. Philips provides no additional warranties under this Agreement. All service and parts to support service under this Agreement are provided AS IS. NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLIES TO ANYTHING PROVIDED BY PHILIPS' SUBCONTRACTOR OR PHILIPS.

11. LIMITATIONS OF LIABILITY AND DISCLAIMER
11.1 Philips' total liability, if any, and Customer's exclusive remedy with respect to the Services or Philips' performance of the Services is limited to an amount not to exceed the price stated in this Agreement for the Service that is the basis for the claim.. THIS LIMITATION SHALL NOT APPLY TO THIRD PARTY CLAIMS FOR BODILY INJURY OR DEATH CAUSED BY PHILIPS' NEGLIGENCE. PHILIPS WILL HAVE NO LIABILITY FOR ANY ASSISTANCE PHILIPS PROVIDES THAT IS NOT REQUIRED UNDER THIS AGREEMENT.
11.2 IN NO EVENT SHALL PHILIPS OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST REVENUES OR PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA, OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES WHETHER ARISING FROM BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHER TORT.

12. PROPRIETARY SERVICE MATERIALS
Philips may deliver or transmit certain proprietary service materials (including software, tools and written documentation) that have not been purchased by or licensed to Customer. The presence of this property within the Site will not give Customer any right or title to this property or any license or other right to access, use or decompile this property. Customer will use all reasonable efforts to protect this property against damage or loss and to prevent any access to or use of this property by any unauthorized party. Customer shall immediately report to Philips any violation of this provision.

13. THIRD PARTY MANAGEMENT
If Customer has contracted with a third party service management organization, asset management company, maintenance management company, technology management company, maintenance insurance organization or the like ("Third Party Organization") for purposes of centralized billing and management of services provided to Customer, at Customer's written request, Philips will route invoices for payment of services rendered by Philips to such Third Party Organization and accept payment from them on Customer's behalf. Notwithstanding the above, the services provided by Philips are subject solely to the terms and conditions set forth in this Agreement. Customer guarantees the payment of all monies due or that may

become due under this Agreement in spite of any collateral arrangements Customer may have with such Third Party Organization or any payments Customer has made to the Third Party Organization. Philips has no contractual relationship for the Services rendered to Customer except as set forth herein. To the extent that the parts and services Philips provides are not covered by Customer's arrangement with such Third Party Organization, Customer shall promptly pay for such parts and services on demand.

14. TAXES
Any applicable tax will be invoiced to and payable by Customer, along with the Agreement Price in accordance with the payment terms set forth in this Agreement, unless Philips receives a tax exemption certificate from Customer which is acceptable to the taxing authorities. Customer will not be obligated to pay any federal, state, or local tax imposed upon or measured by Philips' net income.

15. INDEPENDENT CONTRACTOR
Philips is Customer's independent contractor not Customer's employee, agent, joint venture, or partner. Philips' employees and Philips subcontractors are under Philips' exclusive direction and control. Philips has no liability or responsibility for and does not warrant customer's or customer's employees' act or omissions related to any services that are performed by customer's employees under this agreement.

16. RECORD RETENTION AND ACCESS
If Section 1861(v)(1)(I) of the Social Security Act applies to this Agreement, then Subsections (i) and (ii) of that Section are made a part of this Agreement. In such an event, Philips shall retain and make available, and insert the requisite clause in each applicable subcontract requiring Philips subcontractor to retain and make available, the contract(s), book(s), document(s), and record(s) to the person(s), upon the request(s) for the period(s) of time required by these Subsections.

17. HIPAA, PRIVACY
Philips complies with all applicable provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Upon Customer request Philips will provide a mutually agreeable Business Associates agreement. In the course of providing the Services to Customer, Philips may need to access, view, or download computer files from the System that might contain Personal Data. Personal Data includes information relating to an individual, from which that individual can be directly or indirectly identified. Personal Data can include both personal health information (e.g., images, heart monitor data, and medical record number) and non-health information (e.g., date of birth and gender). Philips will process Personal Data only to the extent necessary to fulfill its Service obligations under this Agreement.

18. CONFIDENTIALITY
Each party will maintain as confidential any information furnished or disclosed to one party by the other party, whether disclosed in writing or disclosed orally, relating to the business of the disclosing party, its customers, or its patients, and this Agreement and its terms, including its pricing terms. Each party will use the same degree of care to protect the confidentiality of the disclosed information as that party uses to protect the confidentiality of its own information, but not less than reasonable care. Each party will disclose such information only to its employees having a need to know such information to perform the transactions contemplated by this Agreement. The obligation to maintain the confidentiality of such information will not extend to information in the public domain at the time of disclosure, or to information that is required to be disclosed by law or by court order and will expire five years after the Exhibit terminates or expires.

19. SUBCONTRACTS AND ASSIGNMENTS
Philips may subcontract to service contractors of Philips' choice any of Philips' service obligations to Customer or other activities performed by Philips under this Agreement. No such subcontract will release Philips from those obligations to Customer. Customer may not assign this Agreement or the responsibility for payments due under it without Philips' prior express written consent, which will not be unreasonably withheld.

20. INSURANCE
Upon Customer request, Philips will provide a Certificate of Philips insurance coverage.

21. RULES AND REGULATIONS
To the extent made known in writing to Philips, Philips and its subcontractors will comply with Customer's rules and regulations provided such rules and regulations do not conflict with established Philips policies.

22. EXCLUDED PROVIDER
Philips represents and warrants that Philips, its employees, and subcontractors, are neither debarred, excluded, suspended, or otherwise ineligible to participate in a federal health care program, nor have they been convicted of any health care related crime for the products and services provided under this Agreement (an "Excluded Provider"). Philips shall promptly notify Customer if it becomes aware that Philips or any of its employees or subcontractors, providing the Services becomes an Excluded Provider, whereupon Customer may terminate this order by express written notice for services not yet rendered.

23. SOLICITATION OF PHILIPS EMPLOYEES
For the duration of this Agreement and for one year following the expiration or termination of this Agreement, Customer and its affiliates will not directly or indirectly solicit any employee of Philips or its affiliates engaged in providing the services.

24. SURVIVAL, WAIVER, SEVERABILITY, NOTICE, CHOICE OF LAW
Customer's obligation to pay any money due to Philips under this Agreement survives expiration or termination of this Agreement. All of Philips' rights, privileges, and remedies with respect to this Agreement will continue in full force and effect after the end of this Agreement. A party's failure to enforce any provision of this Agreement is not a waiver of that provision or of such party's right to later enforce each and every provision. If any part of this Agreement is found to be invalid, the remaining part will be effective. Notices or other communications will be in writing, and will be deemed served if delivered personally, or if sent by facsimile transmission, by overnight mail or courier, or by certified mail, return receipt requested and addressed to the party at the address set forth on the face of this Agreement. This Agreement may be executed in one or more counterpart copies, each of equal validity, that together constitute one and the same instrument. Any photocopy or facsimile of this Agreement or any such counterpart is deemed the equivalent of an original and any such facsimiles constitutes evidence of the existence of this Agreement. The law of the state in which the Covered System is located will govern any interpretation of this Agreement and dispute between Philips and Customer without regard to the principles of choice of law.

25. ENTIRE AGREEMENT; EXHIBITS
This Agreement constitutes the entire understanding of the parties and supersedes all other agreements, written or oral, regarding its subject matter. No additional terms, conditions, consent, waiver, alteration, or modification will be binding unless in writing and signed by Philips' authorized representative and Customer. Additional or different terms and conditions, whether stated in a purchase order or other document issued by Customer, are rejected and will not apply to the transactions contemplated by this Agreement. No prior proposals, statements, course of dealing, course of performance, usage of trade or industry standard will be part of this Agreement. The service specific exhibits listed below, and any associated attachements, are incorporated herein as they apply to the services listed on the quotation and their additional terms shall apply solely to Customer's purchase of the services specified therein. If any terms set forth in an exhibit conflict with terms set forth in these Terms and Conditions of Service, the terms set forth in the exhibit shall govern.

Exhibit 1: Additional Imaging System Service Terms and Conditions
Exhibit 2: Philips Technology Upgrades
Exhibit 3: Additional Support & Assist Coverage Terms and Conditions
Exhibit 4: Uptime Guarantee
Exhibit 5: Additional Clinical Education Training Terms and Conditions
Exhibit 6: Additional Rightfit Software Maintenance Agreement Terms and Conditions
Exhibit 7: Rightfit Software Maintenance Agreement Hardware Support
Exhibit 8: Additional Patient Care Services Terms and Conditions

26. AUTHORITY TO EXECUTE
The parties acknowledge that they have read the terms and conditions of this Agreement, that they know and understand the same, and that they have the express authority to execute this Agreement.

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ADDITIONAL IMAGING SYSTEM SERVICE TERMS AND CONDITIONS

Exhibit 1

(for Philips and/or Non-Philips Equipment)

1. SERVICES PROVIDED

1.1. Initial Covered System Inspection. Within 90 days after the effective date, Philips will inspect the Covered System not previously serviced by Philips and notify Customer of any Covered System that does not meet manufacturer's specification. Philips will provide Customer a written estimate for repairs necessary to bring any of the covered system within proper manufacturers specifications. Upon Customer's request, Philips will provide necessary repairs at Philips' then contract labor rate. If customer elects not to have System repaired, then Philips may remove such System from coverage in this agreement.

1.2 Repair Service. Commencing on the effective date and subject to the repair limitation below, Philips or Philips' subcontractors will provide repair services for Covered System. Philips will provide all replacement parts, which may be refurbished, and labor necessary to repair Covered System, unless excluded in paragraph 3. All components used are subject to Philips inspection and quality control procedures, and shall be warranted to the same extent that a non-refurbished component is warranted. Parts removed for replacement become the property of Philips and Philips shall remove parts from the Covered System Site. Philips may increase its contract price if the Covered System is upgraded or reconfigured.

1.3. Planned Maintenance Service. Philips will provide Customer a planned maintenance schedule for the Covered System. Philips will provide such planned maintenance during the Service Coverage hours (as defined in the agreement) at a time that is mutually agreed upon. Customer will make the Covered System available in accordance with this schedule. Philips or its subcontractors will provide planned maintenance on the Covered System at scheduled intervals. If Philips cannot locate Covered System, or Covered System was not made available for planned maintenance when scheduled, Philips will notify the Customer that Customer has 90 days to make available Covered System for planned maintenance, otherwise customer waives right to service and Philips may delete Covered System from the contract.

1.4. Software Updates. Philips will install operating system software updates provided by the Original Equipment Manufacturer (OEM) for Covered System. Software updates mean revisions to OEM proprietary operating system software that enhance existing System functions and operation without hardware changes, but will not install operating system software upgrades to new software platforms or software options offered separately for sale by the OEM.

2. CONTRACT ADMINISTRATION

2.1. Master and/or Multi-Vendor System Additions and Deletions. After completing the inspection, Customer may add a System to the Covered System list by contacting Philips. Customer and Philips will agree on a mutually-agreeable price and contract start date. The Covered System will be added to the contract after receipt of the signed inventory modification form. Customer may delete Covered System as allowed under the Termination provision.

2.2. Management and Staffing. If on-site staffing is provided, Philips will determine and provide the management and service staff necessary to provide the Services under this Exhibit. Philips will pay all salaries, payroll and other employment taxes or fees, worker's compensation insurance, and other charges or insurance levied or required by any federal, state, or local statutes, relating to its employees

2.3. If applicable, Customer shall execute the Subcontracting Confirmation and Agency Authorization Agreement as required by Philips to perform certain duties and responsibilities.

3. EXCLUSIONS Unless specifically included in this Agreement, the Services do not include providing or paying the cost of:

3.1. Any rigging or structural alteration incident to the Services;

3.2. Consumable items and supplies (such as biomedical laser tubes and patient used pads), cryogens, PET calibration sources, film, batteries, cassettes

3.3. Cosmetic repairs;

3.4. The cost of factory reconditioning, rebuilds, or overhauls if repairs cannot maintain the equipment in satisfactory operating condition;

3.5. Disposing hazardous, infectious, or biomedical waste or materials;

3.6. Providing service to any System under a current service agreement between Customer and another vendor until such agreements expire or are terminated by Customer. Philips is not liable for any cancellation penalty or cost associated with Customer's termination of any such agreement;

3.7. Unless otherwise specified in the quotation, maintaining or repairing Philips and/or third-party products including but not limited to nuclear camera detector crystals, CT Tubes and radiation therapy tubes, x-ray tubes, flat panel detectors, image intensifiers magnet replacement, magnet refrigeration system (coldhead, compressor, chillers), MR RF rooms, surface coils HVAC systems, power conditioners, uninterruptible power supplies, special ultrasound transducers (probes) (accessory or attach), TEE probes, TV camera pick-up tubes, photo multiplier tubes, accelerator center beam lines, piped medical gases (up to the wall outlets), copier drums, electron guns, fiber optic bundles, foot/hand controls (switches, accessory, or attachment), klystrons and thyratrons, magnetrons, plumbicons, waveguides, and attachments.

3.8. If this agreement includes coverage for biomedical services: arthroscopy instruments, blood pressure cuffs (accessory or attachment), centrifuge motor brushes, electronic thermometer probes, electrosurgical instruments (pencils & pads), general or surgical instruments, laboratory glass, laser tubes, phaco hand pieces (cataract extraction units, accessory or attachment), non-electrical surgical equipment, rigid & semi-rigid scopes.

4. COVERAGE Philips will provide services on-site during the hours listed in Customer's service agreement, excluding Philips observed holidays, unless otherwise set forth in attachments or exhibits ("Service Coverage"). Customer may request service outside of the Service Coverage or service that is not otherwise included in this Agreement and, subject to the availability of personnel and repair parts, Philips will provide such service at Philips's then-current preferred rates and for material and labor. Customer will be charged a minimum of three hours on-site time plus applicable travel charges and expenses per service visit.

5. DOCUMENTATION Upon Customer's written request, Philips will provide repair and planned maintenance records for the Covered System.

6. CUSTOMER RESPONSIBILITIES During the term of this Agreement Customer will:

6.1 If applicable, attend a start-up meeting at Customer's facility, prior to the Effective Date of this Agreement, so Philips can explain the Services to the Customer's management and selected staff;

6.2 Provide a secure dedicated space within Customer's main facility and at each additional facility or location as necessary for the resident Philips staff;

6.3. Provide Philips with broadband internet or Wi-Fi access for business purposes;

6.4 Provide Philips with the System service manuals for any non-Philips System;

6.5 Maintain all software licenses applicable to the Covered System.

6.6 For Philips use in remote servicing of the System, provide Philips a secure location for hardware to connect System to Philips Remote Service (PRS)

6.6.1 The PRS hardware remain Philips' property and is only provided during the term of this Agreement;

6.6.2 Provide Philips and its vendors full and free access to the PRS hardware to enable Philips to remotely access the Covered System or non-Philips System; and

6.6.3 Provide Philips at each System Site, at all times during the term of this Agreement, a dedicated broadband Internet access node, including public and private interface access, suitable to establish a successful connection to the Covered System through the PRS and Customer network.

6.6.4 If the System cannot be connected to the PRS, and Customer fails to provide the access described in section 6, then Customer waives its rights to Services under this Agreement and any uptime guarantee.

7. CRYOGENS (Applies only to MRI Service)

7.1. If Cryogens are included in this agreement, Customer shall report any magnet cooling system (cold-head, compressor, or chiller) malfunction within 24 hours. If customer fails to report any malfunctions or provide continuous chilled water or power, then customer is responsible for any additional cryogen expenses.

7.2. If the Covered System is not connected to the PRS, then Customer shall report Cryogen level readings for all System covered by this Agreement into the Magnet Monitoring System at 1-800-722-9377 (follow prompts) each week.

UPTIME GUARANTEE

Exhibit 4

1. GENERAL

Philips shall provide to Customer the uptime guarantee specified below ("Uptime Guarantee") on the Covered System listed in the quotation or Attachment A as having uptime as an entitlement ("Uptime System"). Uptime System does not include peripherals, such as external printers, archiving devices, external reporting software, external display monitors, or attached cameras. If Customer does not meet its responsibilities described in Customer Responsibilities paragraphs, then Customer is not entitled to the benefits of this Uptime Guarantee.

If an item of Uptime System fails to achieve the Uptime Percentage (as defined below) set forth on Schedule 3(a) below, then Customer, as its sole and exclusive remedy, will receive a discount of future Agreement payment(s), as described in Section 3 below.

2. DEFINITIONS

a. Measurement Period: The measurement period for determining Uptime Percentage is 12 months beginning on the effective date of the Agreement and thereafter on the annual anniversary date of the effective date.

b. Base Hours means the hours/day and days/week over which Uptime Hours and Downtime will be calculated during the Measurement Period. The Base Hours will be the contracted hours of coverage provided for under the Agreement for each particular piece of Uptime System.

c. Downtime means the time that the Uptime System is unable to produce diagnostic images during the Base Hours of any given Measurement Period solely due to Philips' design, manufacturing, materials, or Service performance failure. Measurement of Downtime commences when the Customer notifies the Philips customer service center that the Uptime System is unable to produce diagnostic images. Downtime does not include time due to planned maintenance service, cryogen replenishment, installation of upgrades and updates, x-ray tube replacement, or an occurrence or condition excluded under the Agreement. Philips may verify Downtime and adjust calculations accordingly.

d. Uptime Hours is determined by subtracting the total Downtime from the Base Hours for a particular piece of Uptime System [Uptime Hours = Base Hours – Downtime].

e. Uptime Percentage is determined by dividing the Uptime Hours by the Base Hours, and multiplying the result by 100 [Uptime Percentage = (Uptime Hours/Base Hours) x 100].

3. ADJUSTMENT SCHEDULE

If the Uptime Percentage specified in Schedule 3(a) is not achieved for Uptime System then the specified discount will be applied to all payments due during the next Uptime Measurement Period for the Uptime System that did not achieve the Uptime Percentage

Schedule 3(a): Agreement Payment Adjustment Schedule for Uptime System

99% Uptime Guarantee		98% Uptime Guarantee		96% Uptime Guarantee	
Uptime Percentage	Discount	Uptime Percentage	Discount	Uptime Percentage	Discount
99% - 100%	None	98% - 100%	None	96% - 100%	None
96% - 98.9%	5%	95% - 97.9%	5%	91% - 95.9%	5%
93% - 95.9%	10%	92% - 94.9%	10%	<90.9%	10% *
<92.9%	15% *	<91.9%	15% *		

* Maximum adjustment available

4. UPTIME PERCENTAGE DETERMINATION

The Uptime Percentage is determined according to the following formula: Uptime Percentage = (Uptime Hours/Base Hours) x 100. Below are examples of how Uptime Percentage is determined:

a. **MEASUREMENT EXAMPLE # 1:**
Base Hours = 8 AM to 5 PM Monday through Friday over the 12 month Measurement Period.
9 hours x 5 days x 52 weeks = 2,340 Base Hours
2,340 Base Hours – 60 Downtime hours = 2,280 Uptime Hours
(2280 / 2340) * 100 = 97.4% Uptime Percentage

b. **MEASUREMENT EXAMPLE # 2:**
Base Hours = 8 AM to 9 PM Monday through Friday over the 12 month Measurement Period.
13 hours x 5 days x 52 weeks = 3,380 Base Hours
3,380 Base Hours – 60 Downtime hours = 3,320 Uptime Hours
(3320 / 3380) * 100 = 98.2% Uptime Percentage

c. **MEASUREMENT EXAMPLE #3:**
Base Hours = 24/7 over the 12 month Measurement Period.
24 hours x 7 days x 52 weeks = 8,736 Base Hours
8,736 Base Hours – 60 Downtime hours = 8,676 Uptime Hours
(8676 / 8736) * 100 = 99.3% Uptime Percentage

5. REPORTS

Uptime Percentage performance reports will be provided at the Customer's request for any Measurement Period while this Uptime Guarantee remains in effect. To receive any applicable discount, Customer must notify Philips in writing that the Uptime Percentage was not achieved for a particular System within 60 days after the end of a Measurement Period.

6. WARRANTY DISCLAIMER

Philips full Uptime Guarantee obligations to Customer are described in this Exhibit. Philips provides no warranties under this Uptime Guarantee. NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLIES TO THIS UPTIME GUARANTEE.

7. LIMITATIONS OF REMEDIES AND DAMAGES

Philips total liability, if any, and Customer's exclusive remedy with respect to this Uptime Guarantee and Philips performance hereunder is limited to the remedies stated herein.

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ATTACHMENT 3

To Exhibit A

PHILIPS TURNKEY CONTRACTING PROPOSALS

This Attachment 3 consists of the Philips Turnkey Contracting Proposals referenced below as such proposals are set forth in the following pages.

Attachment 3a: Digital Diagnost VS Project dated June 02, 2016
For Robert Presley Detention Center
Ref.: N-WES140477

Attachment 3b: Digital Diagnost VS Project dated June 02, 2016
For South West Detention Center
Ref.: N-WES140491

Contract ID # FMARC-99297-001-07/22

PHILIPS

Turnkey Contracting Proposal

Project Budget & Scope of Work

DIGITAL DIAGNOST VS PROJECT

Submitted By:
Philips Healthcare North America Company, a division of Philips Electronics North America Corporation ("Philips")

For:
ROBERT PRESLEY DETENTION CENTER
RIVERSIDE, CA

June 02, 2016

Turnkey Proposal

Summary

The purpose of this scope of work ("SOW") is to define the extent of the Turnkey engineering, procurement and contracting work required to complete the project described above. Anything not specifically included by mention in this description is excluded from the agreed upon SOW. In the event of a conflict between the work described in the SOW definition set forth below, and the supplemental documents attached to this Turnkey Contracting Proposal, the SOW shall govern. The SOW should be thoroughly reviewed by all involved parties to ensure that all areas of concern are addressed, as the items described therein shall govern execution of the project described herein ("Project"). Additional items not addressed in this proposal may be included in the Project, but are subject to negotiation.

This proposal references **site drawing number**: N-WES140477G, dated 5/6/2016 layout #3

Summary

Modify existing Radiographic Room as required to support an upgraded ceiling mounted system. Work to include installation of a universal overhead equipment support structure, new ceiling system and fixtures. Matching finishes and new 480v feeder circuit. Convert existing dark room into a control room. Work to include demolition of existing control booth. Installation of new observation window, control counter casework, shielded door and additional shielding at removed control booth.

Scope of Work

CONSTRUCTION:

Division 01 – General Requirements

- Maintain a job site office area.
- Maintain a full time job superintendent.
- Provide all necessary temporary utility hook-ups.
- Provide all necessary permits and pay for all inspection fees.

- Minor Leveling of existing slab at area of equipment anchorage.
- Sawcut existing CMU wall as required to provide a 6'x 4' rough opening.

Division 04 – Masonry **NA**

Division 05 – Metals

- Design, engineer and install new unistrut (or equal) Universal Overhead Equipment Support Structure. New flush ceiling rails to be on 26" centers and accept transverse ceiling rails.
- Anchorage of radiographic equipment to existing slab.

Division 06 – Wood, Plastics and Composites

- Fabricate and install approx. 6 LF of new Countertop with two (2) 19" Drawer Banks.

Division 07 – Thermal and Moisture Protection NA

Division 08 – Openings

- Removal of existing control room door and replacement with a new Lead Shielded Door Assembly.
- Provide and install new "mitered" 3' x 3'/ 2' x 3' lead shielded Observation Window and jamb.
- Provide and install new replacement lockable door hardware at corridor door.

Division 09 – Finishes

- All new construction partition framing shall have, at a minimum, 5/8ths inch thick gypsum wallboard applied to above finished ceiling height. Fire rated wallboard extending to the deck above shall be installed wherever appropriate in accordance with the applicable life-safety and building codes.
- All existing drywall and/or plaster construction disturbed by the work shall be patched, repaired or replaced as required with materials and construction type compatible with the existing construction.
- Extend existing wall surfaces up 6" at perimeter of exam room.
- Provide and install new Acoustic Ceiling System.
- Misc. wall patching through-out the suite.
- Provide labor and materials as required to Paint all walls and door assemblies with two (2) coats of semi-gloss paint. Per Owner's specifications.
- Provide and install new 12" x 12" x 1/8" VCT Flooring with 4" Vinyl Wall base at control and exam room.

Division 10 – Specialties **NA**

Division 11 – Equipment **NA**

Division 12 – Furnishings **NA**

Division 13 – Special Construction **NA**

- Provide and install approx. 96 SF of Leaded Sheetrock, directly behind the original location of the control booth.

- Pay all applicable taxes on the work.
- Provide all overtime labor as required to complete the project within the agreed upon schedule.
- Provide all airfreight costs and other expedited material delivery charges required to complete the project within the agreed upon schedule.
- Standard job site work hours are 7:00 AM to 4:00 PM. Permission to work at the site during any periods other than standard work hours must be approved by Facilities Management in advance, in writing.
- Noise restrictions at the job site are as follows: NA
- HEPA filters and infection control procedures as required by the facility. Maintain negative pressure in the construction area as required by the facility.
- Provide for daily broom cleaning of the job site and debris removal and appropriate disposal. Use of walk off mats as required by the facility. The entire job site shall be thoroughly cleaned upon completion of the work, prior to turnover to the customer.
- Compliance with the Owner's security regulations and dress codes is required.
- A clean unrestricted access route to the project site is to be provided by the customer.
- This proposal assumes that all of the on-site work will be accomplished in one phase, so that once work begins on site it will continue until all work has been completed.
- All licenses, certifications and related taxes and insurance.
- Structural Engineering and Calculations for Overhead Equipment Support.
- DHS Submittals, Processing and Permitting.
- Prevailing wages are included.
- Conformance with Entry Security Procedure and Protocols.

Division 02 – Existing Conditions

- The installation of code compliant temporary partitions to secure areas, control dust, protect adjacent areas and equipment as required are included.
- The demolition and appropriate removal and disposal of all existing walls, floors, ceilings, finishes and utilities as required to accommodate the new work. All items that are intended to be salvaged by the owner will be so noted and removed by the owner prior to the start of the demolition work.
- Removal of existing Hard Ceiling.
- Removal of existing ceiling Light Fixtures and HVAC Trim.
- Removal of existing Vinyl Wall Base.
- Removal of existing Flooring.
- Removal of existing Smoke Detector.
- Coring of existing concrete decking and CMU walls.
- Removal of existing mechanical duct work and conflicting electrical conduits.
- Demolition of existing Control Booth.
- This scope of work does not include the removal of any materials, including but not limited to asbestos, deemed hazardous by local authorities, the EPA, OSHA, or any other authority having jurisdiction over the work. If such materials are discovered at any time that the work is proceeding, the work will immediately cease, the owner will be notified, and the work will again proceed after the owner has removed all of the hazardous material from the job site.

Division 03 – Concrete

- Dowel and concrete in-fill at abandoned Flush Floor Raceway.

- EXISTING RADIATION SHIELDING – X-RAY: This proposal does not include design or post renovation testing of the radiation shielding. The scope of work is based upon the assumptions noted in this proposal. If the facility provided radiation shielding design indicates that an upgrade to the existing radiation shielding is required, a change order to the turnkey agreement for the additional work will be required.
- *Note: Existing Lead Shielding is assumed adequate to support proposed equipment. No work associate with lead shielding provided per this proposal.*

Division 14 – Conveying Equipment **NA**

Division 21 – Fire Suppression

- Relocation of existing Fire Sprinkler lateral and drop to new ceiling elevation.

Division 22 – Plumbing **NA**

Division 23 – Heating Ventilating and Air Conditioning

- Removal and replace of existing HVAC Ducting and Trim with new.
- Relocation of existing traversing ductwork.

Division 26 – Electrical

- Demo of electrical not part of the final floor plan.
- Provide and install new Main Disconnect Panel.
- Provide and install all electrical raceways, conduits, pull boxes and conductors. As per equipment specifications.
- Provide and install new flush mounted Florescent Light Fixtures at ceiling line. To existing switching.
- Relocation of existing traversing electrical conduits.
- 60'LF run of 480V/100A conduit, conductors, breakers and disconnects from basement point of connection to the control room.
- Installation of a Door Switch at the corridor door.

Division 27 – Communications **NA**

Division 28 – Electronic Safety and Security

- Relocation of existing Smoke Detector.

Division 31 – Earthwork **NA**

Division 32 – Exterior Improvements **NA**

Division 33 – Utilities **NA**

EXCLUSIONS

- This scope of work does not include the removal of any materials, including but not limited to asbestos, deemed hazardous by local authorities, the EPA, OSHA, or any other authority having jurisdiction over the work. If such materials are discovered at any time that the work is proceeding, the work will immediately cease, the owner will be notified, and the work will again proceed after the owner has removed all of the hazardous material from the job site.
- Additional HVAC system components or capacity other than what is included in the description of work above.
- Repair or replacement of existing HVAC system components other than what is included in the description of work above.
- Conduit, wiring, connections and programming to the existing or future facility Building/Energy Management System is not included and is the responsibility of the customer.
- Physicist provided radiation shielding design or post renovation testing.
- Floor or ceiling mounted radiation shielding.
- Work in a bio-hazardous, radioactive, toxic or other high risk environment.
- Work involving emergency power other than what is included in the description of work above.
- New utility power services, other than what is included in the description of work above.
- Networking to other modalities, other than what is included in the description of work above.
- Work outside of normal working hours other than what is included in the description of work above.
- Removal/relocation of existing equipment is not included other than what is included in the description of work above.
- The services of a professional interior designer are not included, nor are any furnishings, furniture, artwork, window treatments, miscellaneous accessories, etc.
- Vibration testing of the site of the site is not included, nor is any vibration remediation work.
- Sterile/final cleaning of the space.

Cost Breakdown

Total Cost for this project is **$ Two Hundred One Thousand Four Hundred and Twenty Dollars ($201,420.00).**

The total cost for the project is broken down by the "Division" items, as described in the Scope of Work above, as follows:

Division 01	General Requirements	$52,440
Division 01	Architectural & engineering work	$0
Division 02	Existing Conditions/Site Work	$19,464
Division 03	Concrete	$3,876
Division 04	Masonry	$0
Division 05	Metals	$15,720
Division 06	Woods, Plastics, Composites	$4,200
Division 07	Thermal & Moisture Protection	$0
Division 08	Openings	$11,040
Division 09	Finishes	$16,380
Division 10	Specialties	$0
Division 11	Equipment	$0
Division 12	Furnishings	$0
Division 13	Special Construction	$3,604
Division 14	Conveying Systems	$0
Division 21	Fire Suppression	$6,600
Division 22	Plumbing	$0
Division 23	HVAC	$11,700
Division 26	Electrical	$53,762
Division 27	Communications	$0
Division 28	Electronic Safety and Security	$2,640
Division 31	Earthwork	$0
Division 32	Exterior Improvements	$0
Division 33	Utilities	$0
	TOTAL PROJECT COST	**$201,420**

IN WITNESS WHEREOF, the parties have duly executed this Turnkey Contracting Proposal.

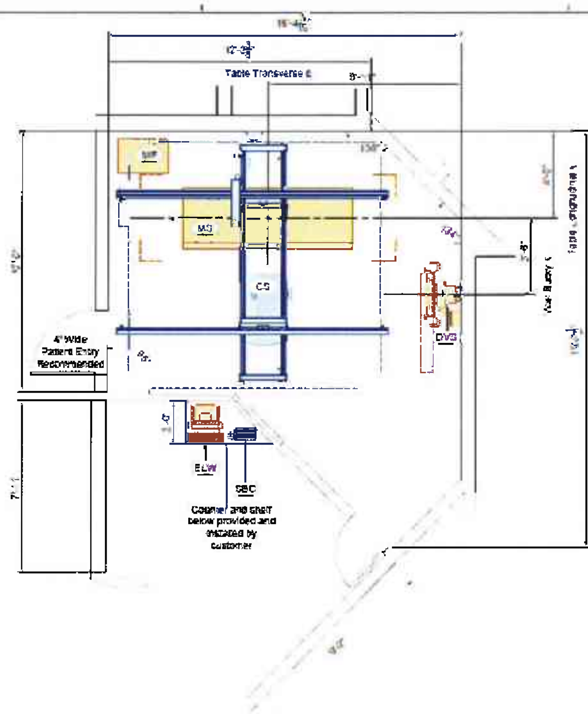
SOUTH WEST DETENTION CENTER

By: _____

Name: _____

Title: _____

Date: _____



Option 3 of 3

Equipment Legend

	Equipment Designation	Description	Weight (lbs)	Heat Load (Btu/hr)
A	ME	Generator M-Cabinet CXA	220	342
A	CS	CSM Long	575	444
A	VS	DigitalDiagnost TH/TH2 (Wide Tabletop)	672	955
A	DVS	BuckyDiagnost VS Digital (Right)	494	956
A	ELW	Workspot - Stove Examination Control - Acquisition Workspot (on shelf under counter) - Uninterruptible Power Supply (on shelf under counter) - Keyboard and Mouse - (optional, not shown)	127	785
A	WAP	Wi-Fi Access Point	2	–
A	CBC	SkyPlate Battery Charger	3	–
G	VH	Mobile Holder for WPD (shown in suggested parked location)	146	–

<u>Site Planning Issues and Considerations</u>

- Limited stretcher access to Wall Bucky. Recommend to move tabletop for improved access.

<u>Notes to Philips Field Personnel</u>

- Tabletop to be installed before table base is bolted to the floor.
- Tube Crane ceiling rails to be shortened by 1'-6".
- Transverse carriage to be shortened by 2'-4". (1'-2" at the front and 1'-2" at the rear)
- All room dimensions to be verified in field.
- Longer cables will need to be ordered for cable runs from ME to MG (12m ...)

Equipment Layout

Recommended Minimum Ceiling Height: 8'-0" (2887mm)
Recommended Maximum Ceiling Height: 10'-6" (3200mm)

Ceiling Heights other than recommended may impact equipment functionality - see Ceiling Height Guide and consult with Philips.

Ceiling Height measured from finished floor to bottom of Unistrut.

PHILIPS

Project Details
Drawing Number
NWES14D477 G
Date Drawn: 5/6/2014
Scale: 1 1/8...
Project Manager: [illegible]
Contract Number: [illegible]
Email: [illegible]@philips.com
Drawn By: Winston Velbone

Project
Value Room
DigitalDiagnost VS 4.1
Robert Presley Detention
Riverside, CA
Room: 172

A3

5.22.14

Terms & Conditions

PHILIPS HEALTHCARE – CONTRACTING TERMS AND CONDITIONS

Customer has accepted this Philips Turnkey Contracting Proposal in order to complete installation of Philips medical equipment it is purchasing ("Equipment") which requires physical modifications to Customer's facility, as stated in the above-described Project Description. Philips will act as general contractor for the Project.

Entire Agreement. The Philips Turnkey Contracting Proposal, Philips drawings and specifications, Statement of Work, including any architectural or engineering drawings and specifications if any, the Project Plan, which are attached hereto as Exhibit A and incorporated herein by this reference, and this Turnkey Contracting Proposal, including these terms and conditions (the "Project Documents") constitute the entire agreement between the parties with respect to the goods and construction services described therein and supersede all prior or contemporaneous oral or written agreements (the "Agreement"). This Agreement may only be changed by written agreement signed by both parties. No prior proposals, statements, course of dealing, course of performance, usage of trade or industry standard shall serve as references in interpreting the terms and conditions hereof. Any additional or different terms or conditions stated in any acknowledgement, purchase order, or other document issued by Customer in connection with this Agreement will have no effect and will not under any circumstances be binding on Philips unless specifically accepted in writing by an authorized representative of Philips.

Statement of Work. Philips shall provide the construction services described in the Turnkey Contracting Proposal and Statement of Work (the " Work"), including all architectural and engineering services (if applicable), labor, equipment, tools, materials, permits and insurance required for the execution and completion of the Work.

Project Plan. Philips understands that it will provide the Work also in accordance with an overall project plan to be developed between Philips, Customer and Philips' contractor ("Project Plan"). Customer agrees to meet with Philips and its representatives to mutually develop and agree to the Project Plan, prior to commencement of the Work.

Philips' Property. Philips' designs, drawings, tracings, reproductions and specifications shall remain Philips' property. While the Customer may retain a copy for record purposes, such property shall not be used by the Customer or others for other projects, for additions to this Project, or for completion of this Project by others.

Commencement of Work. Philips shall begin the Work upon receipt of this Agreement, signed by Customer, receipt of the down payment and any progress payments due from Customer, Philips management approval of credit and finance matters and any terms included in the Construction Agreement by Philips representatives, and receipt of any necessary permits, information or documents.

Substantial Completion. Philips will notify Customer that the Work is substantially complete ("Substantial Completion" or "Substantially Complete") which indicates readiness of the Work for commencement of Inspection, as set forth below. Philips, and/or its subcontractors, shall have the right to post one or more signs of an appropriate size and decor identifying its presence at the job site, and any other signs or notices required by law.

Delays. If the Work is delayed by causes or conditions beyond Philips' reasonable control or the control of its agents, suppliers or subcontractors, or due to acts or omissions of Customer, the schedule for completion of its Work and any other terms affected will be adjusted accordingly by Philips. In the event that such causes or conditions make the performance of Philips' Work impossible or impracticable, Philips may terminate this contract without further liability.

Customer shall make available to Philips in a timely fashion any information, data or documents in its possession or to which it has reasonable access, including soil reports, which Philips may require to perform its Work. Philips shall be responsible for obtaining only such information, data or documents, which are specifically described in the Construction Documents.

Customer Representative. Customer shall designate and make available to Philips on a regular basis a representative who is fully familiar with the Work and who is authorized to act on Customer's behalf in connection with the Work, to approve changes to, and to inspect the Work.

Site Access. Customer shall provide Philips with direct access to the Work site, and prevent interference with Philips' operations by its employees, visitors, trade unions, patients, customers or clients, other contractors and others. Customer shall make available for the use and benefit of Philips, its subcontractors and vendors, any exemptions and certificates of exemption from sales, use or similar taxes, held by Customer, to the extent permitted by law.

Nothing herein shall create any contractual relationship between Customer and Philips' subcontractors. Any communications from Customer to subcontractors shall be addressed to Philips.

The services and information required by this Section shall be furnished with reasonable promptness at Customer's expense and Philips shall be entitled to rely upon the accuracy and completeness thereof.

Price. Customer shall pay Philips the Price as stated in the Turnkey Contracting Proposal which, except as otherwise stated, includes all applicable insurance, permits, freight, taxes, and miscellaneous expenses necessary to perform the Work. Any utility assessments or connection charges, taxes or fees, licenses or permits relating to the operation of the facility are to be paid by Customer in addition to the Price. The Price may be adjusted for changes or additional work agreed to by the parties in writing. The Price is based upon services performed during the normal working hours at the construction location. Should Customer direct or approve any work outside such hours, additional costs incurred shall be at Customer's expense, except for overtime required as a direct result of an error by Philips.

Payment Terms. Customer shall pay the Price upon receipt of invoice in accordance with the payment terms; 80% of the Price to be invoiced upon shipment of the Philips Equipment, 20% of the Price to be invoiced upon the Work's availability for first patient use, defined below, both payments due Net 10 Days from the date of Philips' invoice. Customer shall pay interest on any delinquent unpaid balance computed from the date due at the maximum rate permitted by applicable law. If Customer fails to pay any amount when due, in addition to any other rights or remedies available to Philips at law or in equity, Philips may discontinue the performance of services, discontinue the delivery of the product, or deduct the unpaid amount from any amounts otherwise owed to Customer by Philips under any agreement with Customer. In any action initiated to enforce the terms of this Agreement following a Customer default, Philips shall be entitled to recover as part of its damages all costs and expenses, including reasonable attorneys' fees, in connection with such action.

Changes. Should Philips or Customer propose a change in the nature or scope of the Work, Philips shall submit to Customer a written description of the Work involved in the proposed change and the cost thereof. Should Customer direct Philips to proceed with the change, Philips shall prepare a written change order describing the change and the adjustment in the Price required thereby ("Change Order"). No change shall be effective unless and until it is embodied in a writing signed by the parties. In any emergency affecting the safety of persons or property, Philips may act, at its discretion, to prevent threatened damages, injury, or loss. Any increase in the Price or extension of time claimed due to emergency work shall be determined as provided in this Agreement. Customer shall promptly advise Philips in writing of any defects in material or workmanship, which are discoverable with reasonable diligence in the course of the Work.

Inspection. Philips shall notify Customer when its Work is Substantially Complete, whereupon the parties shall promptly inspect the Work together, and identify any defects, deficiencies or Work remaining to be completed prior to the Work's availability for first patient use, defined below. These items shall be listed by Customer and Philips in writing, along with a schedule for correcting or completing such identified items. Upon the correction or completion of such identified items, the Work shall be promptly re-inspected. The Work will be considered to be complete upon the parties' determination of the Work's availability for first patient use as evidenced by Customer's signing of the Philips Medical Device Installation Record (MDIR) for the Philips Equipment installed within the Works. Philips shall invoice for the final payment, and Warranties hereunder shall take effect on the date of Customer's signature on the MDIR.

Hazardous Materials. Customer represents and warrants to Philips that no asbestos or other hazardous materials (as defined in the Occupational Health and Safety Act of 1970 and regulations promulgated thereunder) are located within or adjacent to Philips' Work site, except as may have been disclosed to Philips in writing prior to the execution of this Agreement. In the event that such hazardous materials are found on or adjacent to the job site during the course of Philips' Work, Philips shall immediately stop all Work and notify Customer orally, with confirmation in writing. Removal of all such hazardous materials shall be the sole responsibility of Customer. Philips shall, at its option, treat the presence of such hazardous materials as grounds for either a termination of this Agreement, or as a suspension of the Work until such time as Customer certifies in writing to Philips and Philips confirms that all such hazardous materials have been removed. In the latter event, any appropriate adjustments to the schedule, Statement of Work, Price or other terms of this Agreement shall be made by Change Order. Philips

shall notify Customer in writing of its election to terminate or suspend the Work within ten (10) working days after its initial notice of the work stoppage.

Warranty. Philips warrants that the Work performed will be free from defects in material and workmanship and will substantially meet the construction specifications set forth in the Statement of Work as of the date of Acceptance. Philips further warrants that its Work will accommodate and be compatible with the installation and operation of the Equipment purchased by Customer. Philips shall repair or replace any defects in materials or workmanship which occur within one (1) year from the date of Acceptance, and any damage to other work caused by such defects, or resulting from Philips' repair of such defects or damage, at its own expense. Repaired or replaced Work shall carry the same warranties as original Work.

Third Party Warranties. Manufacturers' warranties on equipment and materials purchased and installed by Philips within its Statement of Work will be assigned by Philips to the Customer for its benefit upon receipt of final payment.

Warranty Exclusions. Warranty coverage does not include any defect which is the direct or indirect result, in whole or in part, of accident, abuse, misuse, power fluctuation or failure, vandalism or any other damage caused by persons other than Philips employees, natural causes, failure or lack of humidity or temperature control,

Insurance. Philips will maintain the following insurance coverage during the Work, which shall constitute the limit of its liability: (a) Worker's Compensation coverage providing Statutory Benefits and Employer's Liability coverage in the amount of $100,000; (b) Comprehensive General Liability coverage in the amount of $1,000,000 combined single limit including the following coverage: (i) Products and Completed Operations, (ii) Property Damage Liability, (iii) Contractual Liability Coverage, and (iv) Blasting, Excavating and Grading (X, C, U) Endorsement; (c) Automobile Liability coverage in the amount of $1,000,000 combined single limit covering all owned, leased, or rented vehicles; and (d) Umbrella/Excess Liability coverage in the amount of $10,000,000.

Customer shall be responsible, at its option and expense, to purchase Customers & Contractors Protective Liability insurance or such insurance as will protect it against claims, which may arise from operations under this Agreement. Customer shall also obtain, at Customer's expense, Builder's Risk Insurance for the full value of the Work and materials incorporated in the facility, and in and about the premises, naming as Loss Payee both Philips and Customer, as their interests may appear. Should the facility or the Work or any portion of either be destroyed and not covered by such insurance, additional Work by Philips to repair or replace such items shall constitute a change as described herein.

Each party shall be responsible for any deductibles on policies obtained by it or on its behalf hereunder. If for any reason, such policy insurer cancels or fails to renew such policy, or reduces the amount of coverage under such policy, Philips shall immediately purchase a replacement policy containing the same terms as such policy effective from the effective date of cancellation or reduction in coverage.

The Price does not include the cost of a Performance Bond; if such a Bond is desired, Philips will furnish one at Customer's cost, upon prior written notification, value of the Work giving rise to the liability. Nothing herein is intended to relieve Philips from liability for third party claims relating to personal injury, death, or tangible property damage to the extent caused by Philips or it's respective employees' or agents' wrongful or negligent acts or omissions.

LIMITATION OF LIABILITY. The liability, if any, of Philips for damages, whether arising from breach of the terms in this Agreement, or otherwise with respect to the Work hereunder and the performance of this Agreement by either party, is limited to an amount not to exceed the total value of the Work giving rise to the liability. Nothing herein is intended to relieve Philips from liability for third party claims relating to personal injury, death, or tangible property damage to the extent caused by Philips or it's respective employees' or agents' wrongful or negligent acts or omissions.

DISCLAIMER. PHILIPS SHALL HAVE NO LIABILITY FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST REVENUES OR PROFITS, OR GOODWILL ARISING FROM ANY FAILURE OR MATTER ARISING UNDER THIS AGREEMENT.

Additionally, Philips shall have no liability for any claims or damages arising from or related to:

(1) pre-existing site conditions, construction or design;

(2) information, data or documents provided by Customer for use by Philips in connection herewith;

(3) work of third parties not under contract to Philips; and

(4) environmental pollution or exposure to hazardous materials except as directly and solely caused by Philips' Work hereunder.

Compliance with Laws. In performing the Work hereunder, Philips shall use commercially reasonable efforts to comply, and to require its subcontractors to comply, with all laws, ordinances, regulations and codes applicable to the Work, including applicable building codes and manufacturers' installation instructions.

Termination. Customer may terminate this Agreement for a material breach thereof by Philips, if Customer provides advance written notice of such breach to Philips and Philips is unable to cure such breach within thirty (30) days of its receipt of such notice. Customer may also terminate this Agreement for its convenience upon sixty (60) days prior written notice to Philips. In the event this Agreement is terminated for any reason, Customer shall pay Philips for all Work performed to the termination date, costs of canceling services, materials or equipment ordered, costs of materials not cancelable and other reasonable termination costs, along with reasonable overhead and profit on the Work not executed. Customer may, at its option and upon timely written notice of at least seven (7) days to Philips, and the subcontractors or vendors involved, assume all responsibility for any services, materials or equipment ordered, and such assumption shall constitute Customer's waiver of any and all claims against Philips.

Philips may cancel this Agreement and/or any related contract with Customer upon thirty (30) days written notice to Customer in the event Customer terminates or breaches any contract with Philips and such termination or breach is not remedied within such thirty (30) day notice period.

Either party may cancel this Agreement and/or any related contract immediately and without notice, to the extent permitted by law, in the event that a party is placed into receivership, files a petition of bankruptcy, or enters into an arrangement or assignment in favor of its creditors.

Order of Precedence. The terms and conditions contained in any of the Attachments shall be effective in accordance with such terms and conditions and to the extent they do not conflict with the terms and conditions contained in the main body of this Agreement.

Notices. Notices or other communications shall be in writing, and shall be deemed served or given if delivered personally to the representative of the party who signed the Agreement, or if sent by facsimile transmission, by overnight mail or courier, or by certified mail, return receipt requested and addressed to the party at the address set forth below:

If to Customer: (Name of Customer representative)
Address
Tel. No.
Fax No.

If to Philips: Turnkey Department
Philips Healthcare
1721 Mountain Ave
Wauwatosa, WI 53213
414.403.8802
jeff.johnson_2@philips.com (email)

Miscellaneous.

Governing Law. The terms of this Agreement shall be interpreted under the laws of the United States, and the state in which the Work is performed without regard to principles of choice of law.

Binding Agreement. The terms of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and to their respective successors and assigns.

Assignment. Customer will not assign any of its rights or delegate any of its duties hereunder without the prior written consent of Philips.

Severability. The invalidity or unenforceability of any provision hereof will not effect any other provision, and all terms and conditions will be construed in all respects as if any such invalid or unenforceable provision(s) were omitted.

Waiver. The failure of either party to require the performance of any obligation will not affect its right to require such performance at any time thereafter. The waiver of any remedy with respect to any default will not be taken as a waiver of any remedy for any succeeding default.

Force Majeure. Philips shall not be liable for any delay or default caused by events beyond its control, including (by way of example and not by way of limitation) any acts of God, acts of third parties, acts of Customer (or any of Customer's employees, agents, or representatives), acts of civil or military authorities, fires, floods, and other similar or dissimilar natural causes, riots, wars, sabotage, vandalism, embargoes, labor disputes, strikes, lockouts, lack of storage or cryogens, water, transportation, labor, materials, supplies, fuel, or power, delays in receiving any permits or licenses, delays caused by any laws, regulations, proclamations, ordinances, or any government action or inaction, delays caused by contractors and subcontractors, and any other cause or condition beyond Philips' control, and the time for performance of Philips' obligations hereunder shall be extended for the commercially reasonable period of time in the event of any delay or default for such causes.

Offset. Customer will not exercise any right of offset in connection with the related Equipment Quotation, or any other contract or account with Philips.

Counterparts. This Agreement may be executed in counterparts, each of which shall be considered an original, and together, one and the same agreement, which shall become a binding agreement when one or more counterparts have been signed by each party and delivered to the other parties.

Contract ID # FMARC-99297-001-07/22

PHILIPS

Turnkey Contracting Proposal

Project Budget & Scope of Work

DIGITAL DIAGNOST VS PROJECT

Submitted By:
Philips Healthcare North America Company, a division of Philips Electronics North America Corporation ("Philips")

For:
SOUTH WEST DETENTION CENTER
MURRIETA, CA

June 02, 2016

Turnkey Proposal

Summary

The purpose of this scope of work ("SOW") is to define the extent of the Turnkey engineering, procurement and contracting work required to complete the project described above. Anything not specifically included by mention in this description is excluded from the agreed upon SOW. In the event of a conflict between the work described in the SOW definition set forth below, and the supplemental documents attached to this Turnkey Contracting Proposal, the SOW shall govern. The SOW should be thoroughly reviewed by all involved parties to ensure that all areas of concern are addressed, as the items described therein shall govern execution of the project described herein ("Project"). Additional items not addressed in this proposal may be included in the Project, but are subject to negotiation.

This proposal references **site drawing number**: N-WES140491

Summary

Modify existing Radiographic Room as required to support an upgraded ceiling mounted system. Work to include installation of a universal overhead equipment support structure, new ceiling system and fixtures, matching finishes and new 480v feeder circuit. Expand exam room into the existing control booth with the demolition of the CMU control wall and window. Relocate the control booth into the adjacent Dark Room with the saw cut and installation of a new shielded observation window into the existing CMU wall.

Scope of Work

CONSTRUCTION:

Division 01 – General Requirements

- Maintain a job site office area.
- Maintain a full time job superintendent.
- Provide all necessary temporary utility hook-ups.
- Provide all necessary permits and pay for all inspection fees.
- Pay all applicable taxes on the work.

- Provide all overtime labor as required to complete the project within the agreed upon schedule.
- Provide all airfreight costs and other expedited material delivery charges required to complete the project within the agreed upon schedule.
- Standard job site work hours are 7:00 AM to 4:00 PM. Permission to work at the site during any periods other than standard work hours must be approved by Facilities Management in advance, in writing.
- Noise restrictions at the job site are as follows; NA
- HEPA filters and infection control procedures as required by the facility. Maintain negative pressure in the construction area as required by the facility.
- Provide for daily broom cleaning of the job site and debris removal and appropriate disposal. Use of walk off mats as required by the facility. The entire job site shall be thoroughly cleaned upon completion of the work, prior to turnover to the customer.
- Compliance with the Owner's security regulations and dress codes is required.
- A clean unrestricted access route to the project site is to be provided by the customer.
- This proposal assumes that all of the on-site work will be accomplished in one phase, so that once work begins on site it will continue until all work has been completed.
- All licenses, certifications and related taxes and insurance.
- Structural Engineering and Calculations for Overhead Equipment Support.
- DHS Submittals, Processing and Permitting.
- Prevailing wages are included.
- Conformance with Entry Security Procedure and Protocols.

Division 02 – Existing Conditions

- The installation of code compliant temporary partitions to secure areas, control dust, protect adjacent areas and equipment as required are included.
- The demolition and appropriate removal and disposal of all existing walls, floors, ceilings, finishes and utilities as required to accommodate the new work. All items that are intended to be salvaged by the owner will be so noted and removed by the owner prior to the start of the demolition work.
- Removal of existing Hard Ceiling within the exam and control area.
- Removal of existing ceiling Light Fixtures and HVAC Trim.
- Removal of existing Vinyl Wall Base.
- Removal of existing Flooring.
- Removal of existing Smoke Detector.
- Coring of existing concrete decking and CMU walls.
- Removal of existing mechanical duct work and conflicting electrical conduits.
- Demolition of existing CMU control booth barrier and observation window.
- Complete demolition of existing Dark Room, casework, floor drain, hand sink,
- Saw-cut 4'-0" x 3'-6" rough window opening into existing CMU wall between the new exam room and the existing dark room.
- This scope of work does not include the removal of any materials, including but not limited to asbestos, deemed hazardous by local authorities, the EPA, OSHA, or any other authority having jurisdiction over the work. If such materials are discovered at any time that the work is proceeding, the work will immediately cease, the owner will be notified, and the work will again proceed after the owner has removed all of the hazardous material from the job site.

Division 03 – Concrete

- Dowel and concrete in-fill at abandoned Flush Floor Raceway.

- Epoxy grout new hollow metal window frame into CMU wall rough opening.
- Minor Leveling of existing slab at area of equipment anchorage.

Division 04 – Masonry **NA**

Division 05 – Metals

- Design, engineer and install new unistrut (or equal) Universal Overhead Equipment Support Structure. New flush ceiling rails to be on 26" centers and accept transverse ceiling rails.
- Anchorage of radiographic equipment to existing slab.

Division 06 – Wood, Plastics and Composites

- Fabricate and install approx. 10 LF of 24" Countertop with support brackets. At control room.

Division 07 – Thermal and Moisture Protection NA

Division 08 – Openings

- Provide and install new 4'-0" x 3'-6" Lead Shielded Observation Window/

Division 09 – Finishes

- All new construction partition framing shall have, at a minimum, 5/8ths inch thick gypsum wallboard applied to above finished ceiling height. Fire rated wallboard extending to the deck above shall be installed wherever appropriate in accordance with the applicable life-safety and building codes.
- All existing drywall and/or plaster construction disturbed by the work shall be patched, repaired or replaced as required with materials and construction type compatible with the existing construction.
- Extend existing wall surfaces up 6" at perimeter of exam room.
- Provide and install new Acoustic Ceiling System.
- Misc. wall patching through-out the suite.
- Provide labor and materials as required to Paint all walls and door assemblies with two (2) coats of semi-gloss paint. Per Owner's specifications.
- Provide and install new 12" x 12" x 1/8" VCT Flooring with 4" Vinyl Wall base at control and exam room.

Division 10 – Specialties **NA**

Division 11 – Equipment **NA**

Division 12 – Furnishings **NA**

Division 13 – Special Construction

- EXISTING RADIATION SHIELDING – X-RAY: This proposal does not include design or post renovation testing of the radiation shielding. The scope of work is based upon the assumptions noted in this proposal. If the facility provided radiation shielding design indicates that an upgrade to the existing radiation shielding is required, a change order to the turnkey agreement for the additional work will be required.
- *Note: Existing Lead Shielding is assumed adequate to support proposed equipment. No work associate*

with lead shielding provided per this proposal.

Division 14 – Conveying Equipment **NA**

Division 21 – Fire Suppression

- Relocation of existing Fire Sprinkler lateral and drop to new ceiling elevation.

Division 22 – Plumbing

- Cap and abandon existing water supply and waste lines.
- Remove, cap and abandon existing floor sink and waste lines.

Division 23 – Heating Ventilating and Air Conditioning

- Removal and replace of existing HVAC Ducting and Trim with new.
- Relocation of existing traversing ductwork.

Division 26 – Electrical

- Demo of electrical not part of the final floor plan.
- Provide and install new Main Disconnect Panel.
- Provide and install all electrical raceways, conduits, pull boxes and conductors. As per equipment specifications.
- Provide and install new flush mounted Florescent Light Fixtures at ceiling line. To existing switching.
- Relocation of existing traversing electrical conduits.
- Relocation of existing electrical receptacle with surface mounted raceways.
- 500'LF of 480V/100A conduit, conductors, breakers and disconnects.

Division 27 – Communications **NA**

Division 28 – Electronic Safety and Security

- Relocation of existing Smoke Detector.

Division 31 – Earthwork **NA**

Division 32 – Exterior Improvements **NA**

Division 33 – Utilities **NA**

EXCLUSIONS

- This scope of work does not include the removal of any materials, including but not limited to asbestos, deemed hazardous by local authorities, the EPA, OSHA, or any other authority having jurisdiction over the work. If such materials are discovered at any time that the work is proceeding, the work will

immediately cease, the owner will be notified, and the work will again proceed after the owner has removed all of the hazardous material from the job site.

- Additional HVAC system components or capacity other than what is included in the description of work above.
- Repair or replacement of existing HVAC system components other than what is included in the description of work above.
- Conduit, wiring, connections and programming to the existing or future facility Building/Energy Management System is not included and is the responsibility of the customer.
- Physicist provided radiation shielding design or post renovation testing.
- Floor or ceiling mounted radiation shielding.
- Work in a bio-hazardous, radioactive, toxic or other high risk environment.
- Work involving emergency power other than what is included in the description of work above.
- New utility power services, other than what is included in the description of work above.
- Networking to other modalities, other than what is included in the description of work above.
- Work outside of normal working hours other than what is included in the description of work above.
- Removal/relocation of existing equipment is not included other than what is included in the description of work above.
- The services of a professional interior designer are not included, nor are any furnishings, furniture, artwork, window treatments, miscellaneous accessories, etc.
- Vibration testing of the site of the site is not included, nor is any vibration remediation work.

Cost Breakdown

Total Cost for this project is **$ Two Hundred Forty Three Thousand Seven Hundred and Twenty Dollars ($243,720.00).**

The total cost for the project is broken down by the "Division" items, as described in the Scope of Work above, as follows:

Division 01	General Requirements	$74,640
Division 01	Architectural & engineering work	$0
Division 02	Existing Conditions/Site Work	$18,564
Division 03	Concrete	$1,716
Division 04	Masonry	$0
Division 05	Metals	$15,720
Division 06	Woods, Plastics, Composites	$2,400
Division 07	Thermal & Moisture Protection	$0
Division 08	Openings	$6,960
Division 09	Finishes	$16,380
Division 10	Specialties	$0
Division 11	Equipment	$0
Division 12	Furnishings	$0
Division 13	Special Construction	$0
Division 14	Conveying Systems	$0
Division 21	Fire Suppression	$6,600
Division 22	Plumbing	$5,040
Division 23	HVAC	$11,700
Division 26	Electrical	$81,360
Division 27	Communications	$0
Division 28	Electronic Safety and Security	$2,640
Division 31	Earthwork	$0
Division 32	Exterior Improvements	$0
Division 33	Utilities	$0
	TOTAL PROJECT COST	**$243,720**

IN WITNESS WHEREOF, the parties have duly executed this Turnkey Contracting Proposal.

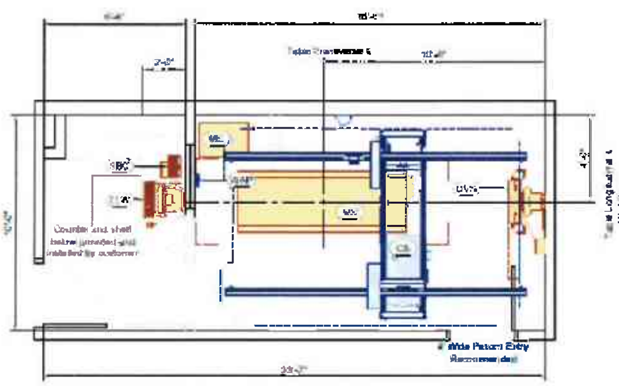
SOUTH WEST DETENTION CENTER

By: _____

Name: _____

Title: _____

Date: _____



Equipment Legend

	Equipment Designation	Description	Weight (lbs)	Point Load (lbs/in²)
A	[illegible]	Converter M-Cabinet CXA	[illegible]	542
A	CS	CSM Long	[illegible]	[illegible]
A	[illegible]	DigitalDiagnost [illegible]	[illegible]	[illegible]
A	DWB	BuckyDiagnost [illegible] Digital (Right)	[illegible]	[illegible]
A	[illegible]	Eleva Workspot [illegible]	[illegible]	[illegible]
A	WAP	Wi-Fi Access Point	[illegible]	–
A	SBC	SkyPlate Battery Charger	[illegible]	–

Site Planning Issues and Considerations

Notes to Philips Field Personnel

* All room dimensions to be verified in field

Equipment Layout - Option 1

Recommended Minimum Ceiling Height: 8'-9" (2667mm)
Recommended Maximum Ceiling Height: 10'-6" (3200mm)

Ceiling Heights other than recommended may impact equipment functionality – see Ceiling Height Guide and consult with Philips.

Ceiling Height measured from finished floor to bottom of Unistrut.

PHILIPS

Project: Value Room, DigitalDiagnost VS 4.1, Southwest Detention Center, Murrieta, CA

A1

Terms & Conditions

PHILIPS HEALTHCARE – CONTRACTING TERMS AND CONDITIONS

Customer has accepted this Philips Turnkey Contracting Proposal in order to complete installation of Philips medical equipment it is purchasing ("Equipment") which requires physical modifications to Customer's facility, as stated in the above-described Project Description. Philips will act as general contractor for the Project.

Entire Agreement. The Philips Turnkey Contracting Proposal, Philips drawings and specifications, Statement of Work, including any architectural or engineering drawings and specifications if any, the Project Plan, which are attached hereto as Exhibit A and incorporated herein by this reference, and this Turnkey Contracting Proposal, including these terms and conditions (the "Project Documents") constitute the entire agreement between the parties with respect to the goods and construction services described therein and supersede all prior or contemporaneous oral or written agreements (the "Agreement"). This Agreement may only be changed by written agreement signed by both parties. No prior proposals, statements, course of dealing, course of performance, usage of trade or industry standard shall serve as references in interpreting the terms and conditions hereof. Any additional or different terms or conditions stated in any acknowledgement, purchase order, or other document issued by Customer in connection with this Agreement will have no effect and will not under any circumstances be binding on Philips unless specifically accepted in writing by an authorized representative of Philips.

Statement of Work. Philips shall provide the construction services described in the Turnkey Contracting Proposal and Statement of Work (the " Work"), including all architectural and engineering services (if applicable), labor, equipment, tools, materials, permits and insurance required for the execution and completion of the Work.

Project Plan. Philips understands that it will provide the Work also in accordance with an overall project plan to be developed between Philips, Customer and Philips' contractor ("Project Plan"). Customer agrees to meet with Philips and its representatives to mutually develop and agree to the Project Plan, prior to commencement of the Work.

Philips' Property. Philips' designs, drawings, tracings, reproductions and specifications shall remain Philips' property. While the Customer may retain a copy for record purposes, such property shall not be used by the Customer or others for other projects, for additions to this Project, or for completion of this Project by others.

Commencement of Work. Philips shall begin the Work upon receipt of this Agreement, signed by Customer, receipt of the down payment and any progress payments due from Customer, Philips management approval of credit and finance matters and any terms included in the Construction Agreement by Philips representatives, and receipt of any necessary permits, information or documents.

Substantial Completion. Philips will notify Customer that the Work is substantially complete ("Substantial Completion" or "Substantially Complete") which indicates readiness of the Work for commencement of Inspection, as set forth below. Philips, and/or its subcontractors, shall have the right to post one or more signs of an appropriate size and decor identifying its presence at the job site, and any other signs or notices required by law.

Delays. If the Work is delayed by causes or conditions beyond Philips' reasonable control or the control of its agents, suppliers or subcontractors, or due to acts or omissions of Customer, the schedule for completion of its Work and any other terms affected will be adjusted accordingly by Philips. In the event that such causes or conditions make the performance of Philips' Work impossible or impracticable, Philips may terminate this contract without further liability.

Customer shall make available to Philips in a timely fashion any information, data or documents in its possession or to which it has reasonable access, including soil reports, which Philips may require to perform its Work. Philips shall be responsible for obtaining only such information, data or documents, which are specifically described in the Construction Documents.

Customer Representative. Customer shall designate and make available to Philips on a regular basis a representative who is fully familiar with the Work and who is authorized to act on Customer's behalf in connection with the Work, to approve changes to, and to inspect the Work.

Site Access. Customer shall provide Philips with direct access to the Work site, and prevent interference with Philips'

operations by its employees, visitors, trade unions, patients, customers or clients, other contractors and others. Customer shall make available for the use and benefit of Philips, its subcontractors and vendors, any exemptions and certificates of exemption from sales, use or similar taxes, held by Customer, to the extent permitted by law.

Nothing herein shall create any contractual relationship between Customer and Philips' subcontractors. Any communications from Customer to subcontractors shall be addressed to Philips.

The services and information required by this Section shall be furnished with reasonable promptness at Customer's expense and Philips shall be entitled to rely upon the accuracy and completeness thereof.

Price. Customer shall pay Philips the Price as stated in the Turnkey Contracting Proposal which, except as otherwise stated, includes all applicable insurance, permits, freight, taxes, and miscellaneous expenses necessary to perform the Work. Any utility assessments or connection charges, taxes or fees, licenses or permits relating to the operation of the facility are to be paid by Customer in addition to the Price. The Price may be adjusted for changes or additional work agreed to by the parties in writing. The Price is based upon services performed during the normal working hours at the construction location. Should Customer direct or approve any work outside such hours, additional costs incurred shall be at Customer's expense, except for overtime required as a direct result of an error by Philips.

Payment Terms. Customer shall pay the Price upon receipt of invoice in accordance with the payment terms; 80% of the Price to be invoiced upon shipment of the Philips Equipment, 20% of the Price to be invoiced upon the Work's availability for first patient use, defined below, both payments due Net 10 Days from the date of Philips' invoice. Customer shall pay interest on any delinquent unpaid balance computed from the date due at the maximum rate permitted by applicable law. If Customer fails to pay any amount when due, in addition to any other rights or remedies available to Philips at law or in equity, Philips may discontinue the performance of services, discontinue the delivery of the product, or deduct the unpaid amount from any amounts otherwise owed to Customer by Philips under any agreement with Customer. In any action initiated to enforce the terms of this Agreement following a Customer default, Philips shall be entitled to recover as part of its damages all costs and expenses, including reasonable attorneys' fees, in connection with such action.

Changes. Should Philips or Customer propose a change in the nature or scope of the Work, Philips shall submit to Customer a written description of the Work involved in the proposed change and the cost thereof. Should Customer direct Philips to proceed with the change, Philips shall prepare a written change order describing the change and the adjustment in the Price required thereby ("Change Order"). No change shall be effective unless and until it is embodied in a writing signed by the parties. In any emergency affecting the safety of persons or property, Philips may act, at its discretion, to prevent threatened damages, injury, or loss. Any increase in the Price or extension of time claimed due to emergency work shall be determined as provided in this Agreement. Customer shall promptly advise Philips in writing of any defects in material or workmanship, which are discoverable with reasonable diligence in the course of the Work.

Inspection. Philips shall notify Customer when its Work is Substantially Complete, whereupon the parties shall promptly inspect the Work together and identify any defects, deficiencies or Work remaining to be completed prior to the Work's availability for first patient use, defined below. These items shall be listed by Customer and Philips in writing, along with a schedule for correcting or completing such identified items. Upon the correction or completion of such identified items, the Work shall be promptly re-inspected. The Work will be considered to be complete upon the parties' determination of the Work's availability for first patient use as evidenced by Customer's signing of the Philips Medical Device Installation Record (MDIR) for the Philips Equipment installed within the Works. Philips shall invoice for the final payment, and Warranties hereunder shall take effect on the date of Customer's signature on the MDIR.

Hazardous Materials. Customer represents and warrants to Philips that no asbestos or other hazardous materials (as defined in the Occupational Health and Safety Act of 1970 and regulations promulgated thereunder) are located within or adjacent to Philips' Work site, except as may have been disclosed to Philips in writing prior to the execution of this Agreement. In the event that such hazardous materials are found on or adjacent to the job site during the course of Philips' Work, Philips shall immediately stop all Work and notify Customer orally, with confirmation in writing. Removal of all such hazardous materials shall be the sole responsibility of Customer. Philips shall, at its option, treat the presence of such hazardous materials as grounds for either a termination of this Agreement, or as a suspension of the Work until such time as Customer certifies in writing to Philips and Philips confirms that all such hazardous materials have been removed. In the latter event, any appropriate adjustments to the schedule, Statement of Work, Price or other terms of this Agreement shall be made by Change Order. Philips shall notify Customer in writing of its election to terminate or suspend the Work within ten (10) working days after its initial notice of the work stoppage.

Warranty. Philips warrants that the Work performed will be free from defects in material and workmanship and will substantially meet the construction specifications set forth in the Statement of Work as of the date of Acceptance. Philips further warrants that its Work will accommodate and be compatible with the installation and operation of the Equipment purchased by Customer. Philips shall repair or replace any defects in materials or workmanship which occur within one (1) year from the date of Acceptance, and any damage to other work caused by such defects, or resulting from Philips' repair of such defects or damage, at its own expense. Repaired or replaced Work shall carry the same warranties as original Work.

Third Party Warranties. Manufacturers' warranties on equipment and materials purchased and installed by Philips within its Statement of Work will be assigned by Philips to the Customer for its benefit upon receipt of final payment.

Warranty Exclusions. Warranty coverage does not include any defect which is the direct or indirect result, in whole or in part, of accident, abuse, misuse, power fluctuation or failure, vandalism or any other damage caused by persons other than Philips employees, natural causes, failure or lack of humidity or temperature control,

Insurance. Philips will maintain the following insurance coverage during the Work, which shall constitute the limit of its liability: (a) Worker's Compensation coverage providing Statutory Benefits and Employer's Liability coverage in the amount of $100,000; (b) Comprehensive General Liability coverage in the amount of $1,000,000 combined single limit including the following coverage: (i) Products and Completed Operations, (ii) Property Damage Liability, (iii) Contractual Liability Coverage, and (iv) Blasting, Excavating and Grading (X, C, U) Endorsement; (c) Automobile Liability coverage in the amount of $1,000,000 combined single limit covering all owned, leased, or rented vehicles; and (d) Umbrella/Excess Liability coverage in the amount of $10,000,000.

Customer shall be responsible, at its option and expense, to purchase Customers & Contractors Protective Liability insurance or such insurance as will protect it against claims, which may arise from operations under this Agreement. Customer shall also obtain, at Customer's expense, Builder's Risk Insurance for the full value of the Work and materials incorporated in the facility, and in and about the premises, naming as Loss Payee both Philips and Customer, as their interests may appear. Should the facility or the Work or any portion of either be destroyed and not covered by such insurance, additional Work by Philips to repair or replace such items shall constitute a change as described herein.

Each party shall be responsible for any deductibles on policies obtained by it or on its behalf hereunder. If for any reason, such policy insurer cancels or fails to renew such policy, or reduces the amount of coverage under such policy, Philips shall immediately purchase a replacement policy containing the same terms as such policy effective from the effective date of cancellation or reduction in coverage.

The Price does not include the cost of a Performance Bond; if such a Bond is desired, Philips will furnish one at Customer's cost, upon prior written notification, value of the Work giving rise to the liability. Nothing herein is intended to relieve Philips from liability for third party claims relating to personal injury, death, or tangible property damage to the extent caused by Philips or it's respective employees' or agents' wrongful or negligent acts or omissions.

LIMITATION OF LIABILITY. The liability, if any, of Philips for damages, whether arising from breach of the terms in this Agreement, or otherwise with respect to the Work hereunder and the performance of this Agreement by either party, is limited to an amount not to exceed the total value of the Work giving rise to the liability. Nothing herein is intended to relieve Philips from liability for third party claims relating to personal injury, death, or tangible property damage to the extent caused by Philips or it's respective employees' or agents' wrongful or negligent acts or omissions.

DISCLAIMER. PHILIPS SHALL HAVE NO LIABILITY FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST REVENUES OR PROFITS, OR GOODWILL ARISING FROM ANY FAILURE OR MATTER ARISING UNDER THIS AGREEMENT.

Additionally, Philips shall have no liability for any claims or damages arising from or related to:

(1) pre-existing site conditions, construction or design;

(2) information, data or documents provided by Customer for use by Philips in connection herewith;

(3) work of third parties not under contract to Philips; and

(4) environmental pollution or exposure to hazardous materials except as directly and solely caused by Philips' Work hereunder.

Compliance with Laws. In performing the Work hereunder, Philips shall use commercially reasonable efforts to comply, and to require its subcontractors to comply, with all laws, ordinances, regulations and codes applicable to the Work, including applicable building codes and manufacturers' installation instructions.

Termination. Customer may terminate this Agreement for a material breach thereof by Philips, if Customer provides advance written notice of such breach to Philips and Philips is unable to cure such breach within thirty (30) days of its receipt of such notice. Customer may also terminate this Agreement for its convenience upon sixty (60) days prior written notice to Philips. In the event this Agreement is terminated for any reason, Customer shall pay Philips for all Work performed to the termination date, costs of canceling services, materials or equipment ordered, costs of materials not cancelable and other reasonable termination costs, along with reasonable overhead and profit on the Work not executed. Customer may, at its option and upon timely written notice of at least seven (7) days to Philips, and the subcontractors or vendors involved, assume all responsibility for any services, materials or equipment ordered, and such assumption shall constitute Customer's waiver of any and all claims against Philips.

Philips may cancel this Agreement and/or any related contract with Customer upon thirty (30) days written notice to Customer in the event Customer terminates or breaches any contract with Philips and such termination or breach is not remedied within such thirty (30) day notice period.

Either party may cancel this Agreement and/or any related contract immediately and without notice, to the extent permitted by law, in the event that a party is placed into receivership, files a petition of bankruptcy, or enters into an arrangement or assignment in favor of its creditors.

Order of Precedence. The terms and conditions contained in any of the Attachments shall be effective in accordance with such terms and conditions and to the extent they do not conflict with the terms and conditions contained in the main body of this Agreement.

Notices. Notices or other communications shall be in writing, and shall be deemed served or given if delivered personally to the representative of the party who signed the Agreement, or if sent by facsimile transmission, by overnight mail or courier, or by certified mail, return receipt requested and addressed to the party at the address set forth below:

If to Customer: (Name of Customer representative)
Address
Tel. No.
Fax No.

If to Philips: Turnkey Department
Philips Healthcare
1721 Mountain Ave
Wauwatosa, WI 53213
414.403.8802
jeff.johnson_2@philips.com (email)

Miscellaneous.

Governing Law. The terms of this Agreement shall be interpreted under the laws of the United States, and the state in which the Work is performed without regard to principles of choice of law.

Binding Agreement. The terms of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and to their respective successors and assigns.

Assignment. Customer will not assign any of its rights or delegate any of its duties hereunder without the prior written consent of Philips.

Severability. The invalidity or unenforceability of any provision hereof will not effect any other provision, and all terms and conditions will be construed in all respects as if any such invalid or unenforceable provision(s) were omitted.

Waiver. The failure of either party to require the performance of any obligation will not affect its right to require such performance at any time thereafter. The waiver of any remedy with respect to any default will not be taken as a waiver of any remedy for any succeeding default.

Force Majeure. Philips shall not be liable for any delay or default caused by events beyond its control, including (by way of example and not by way of limitation) any acts of God, acts of third parties, acts of Customer (or any of Customer's employees, agents, or representatives), acts of civil or military authorities, fires, floods, and other similar or dissimilar natural causes, riots, wars, sabotage, vandalism, embargoes, labor disputes, strikes, lockouts, lack of storage or cryogens, water, transportation, labor, materials, supplies, fuel, or power, delays in receiving any permits or licenses, delays caused by any laws, regulations, proclamations, ordinances, or any government action or inaction, delays caused by contractors and subcontractors, and any other cause or condition beyond Philips control, and the time for performance of Philips' obligations hereunder shall be extended for the commercially reasonable period of time in the event of any delay or default for such causes.

Offset. Customer will not exercise any right of offset in connection with the related Equipment Quotation, or any other contract or account with Philips.

Counterparts. This Agreement may be executed in counterparts, each of which shall be considered an original, and together, one and the same agreement, which shall become a binding agreement when one or more counterparts have been signed by each party and delivered to the other parties.

EXHIBIT B

PRICES AND PAYMENT

See Table on next page.

EXHIBIT B

PRICES AND PAYMENT

RADIOLOGY ROOM EQUIPMENT AND INSTALLATION / CONSTRUCTION & DISPOSAL SERVICES FOR CORRECTIONAL HEALTH – DUAL DETECTOR CONFIGURATION

Item	Description	Number of Units	Price Per Unit	Total Price
01	**Radiology Room Equipment** (Includes Installation, Training and Performance Bonds as set forth in Attachment 1 to Exhibit A) Manufacturer of Equipment: **Philips Healthcare** Model Number: **Digital Diagnost 4.1 - Dual Detector**			
	Number of Units:	2	$296,730.04	$593,460.08
			Total Price:	**$593,460.08** **(plus all applicable taxes)**
02	**Radiology Room Equipment Maintenance & Support After Warranty** (The Warranty period is "Year 1." Annual prices set forth in this Item 02 are for maintenenace & support of both of the systems set forth in Line 01 above and include unlimited WPD Drop Protection and Full Coverage on Wall Detector)			
		Year 2	$81,322.00	$81,322.00
		Year 3	$81,322.00	$81,322.00
		Year 4	$81,322.00	$81,322.00
		Year 5	$81,322.00	$81,322.00
		Year 6	$81,322.00	$81,322.00
			Total Price:	**$406,610.00** **(plus all applicable taxes)**
03	**Turnkey Construction** (The prices stated in this Item 03 do not include the equipment which is set forth in Item 01 above and do include all labor, materials, applicable taxes, permits, licenses and insurance costs, if any, and all other costs for the account of Philips Incidental to performance of the Public Works under this contract.)			
	03a Robert Presley Detention Center	1	$201,420.00	$201,420.00
	03b Southwest Detention Center	1	$243,720.00	$243,720.00
			Total Price:	**$445,140.00**
04	**Disposal of Old Equipment** (The prices set forth in this Item 04 include Labor.)			
	04a Robert Presley Detention Center	1	$2,600.00	$2,600.00
	04b Southwest Detention Center	1	$2,900.00	$2,900.00
			Total Price:	**$5,500.00** **(plus all applicable taxes)**
	Contract Total Price			**$1,450,710.08** **(plus all applicable taxes)**
	Note: Software, Software Services, Computer Hardware and Computer Hardware Services are included in the prices stated above.			

Payment: The Payment terms for each of the items shown in this Exhibit B are set forth within the applicable documents contained within Exhibit A.

EXHIBIT C

CERTIFICATE OF INSURANCE

See Philips 2016 Certificate of Insurance on next page.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/24/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Marsh USA, Inc.
1166 Avenue of the Americas
New York, NY 10036
Attn: NewYork.Certs@marsh.com Fax: 212-948-0500

CONTACT NAME:
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : HDI-Gerling America Insurance Company	41343
INSURER B : Safety National Casualty Corp.	15105
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Philips Healthcare,
a division of Philips Electronics North America Corporation
3000 Minuteman Road, MS 5301
Andover, MA 01810-1099

COVERAGES **CERTIFICATE NUMBER:** NYC-007525117-08 **REVISION NUMBER:** 19

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			GLD12308-03	12/31/2015	12/31/2016	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 6,000,000
	X POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 6,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			CAS4047561	12/31/2015	12/31/2016	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	DED [ ] RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			LDS4047559 (AOS)	12/31/2015	12/31/2015	X PER STATUTE [ ] OTH-ER	
B	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [N] N / A			PS4047560 (WI)	12/31/2015	12/31/2015	E.L. EACH ACCIDENT	$ 2,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Insurance

CERTIFICATE HOLDER

Philips Healthcare, a division of
Philips Electronics North America Corp
3000 Minuteman Road, MS 5301
Andover, MA 01810-1099

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.

Matthew Ferry

AGENCY CUSTOMER ID: 705401
LOC #: New York

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Marsh USA, Inc	Philips Healthcare, a division of Philips Electronics North America Corporation 3000 Minuteman Road, MS 5301 Andover, MA 01810-1099
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Excess Workers' Compensation:
SP4054358 (OH, WA)
Safety National Casualty Corp.
12/31/2015 - 12/31/2016
Self Insured Retention: $500,000
Bl by Accident - Each Accident $1,500,000
Bl by Disease - Each Disease $1,500,000
Bl by Disease - Each Employee $1,500,000

The policies on Page 1 of the Certificate provide coverage for:

- All operations of the Insured including Independent Contractors, Products, Completed Operations and Contractual Liability.

- The Additional Interest of Lessor as respects premises leased to the Insured.

- Automobile Coverage for all owned, non-owned and hired automobiles.

- The Additional Interest of Lessor as respects vehicles leased to the Insured.

- WC in ALL states excluding Monopolistic States where the Insured is not a qualified self-Insurer and Canadian Accident Fund.

EXHIBIT D

HIPAA BUSINESS ASSOCIATE ATTACHMENT TO THE AGREEMENT

See Business Associate Agreement ("BAA") on next page.

EXHIBIT D

HIPAA Business Associate Agreement
Addendum to Contract
Between the County of Riverside and
Philips Healthcare

This HIPAA Business Associate Agreement (the "Addendum") supplements, and is made part of the (the "Underlying Agreement") between the County of Riverside ("County") and Philips Healthcare a division of Philips Electronics North America Corporation and its Affiliates ("Contractor") and shall be effective as of the date the Underlying Agreement is approved by both Parties (the "Effective Date").

RECITALS

WHEREAS, County and Contractor entered into the Underlying Agreement pursuant to which the Contractor provides services to County, and in conjunction with the provision of such services certain protected health information ("PHI") and/or certain electronic protected health information ("ePHI") may be created by or made available to Contractor for the purposes of carrying out its obligations under the Underlying Agreement; and,

WHEREAS, the provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Public Law 104-191 enacted August 21, 1996, and the Health Information Technology for Economic and Clinical Health Act ("HITECH") of the American Recovery and Reinvestment Act of 2009, Public Law 111-5 enacted February 17, 2009, and the laws and regulations promulgated subsequent thereto, as may be amended from time to time, are applicable to the protection of any use or disclosure of PHI and/or ePHI pursuant to the Underlying Agreement; and,

WHEREAS, County is a covered entity, as defined in the Privacy Rule; and,

WHEREAS, to the extent County discloses PHI and/or ePHI to Contractor or Contractor creates, receives, maintains, transmits, or has access to PHI and/or ePHI of County, Contractor is a business associate, as defined in the Privacy Rule; and,

WHEREAS, pursuant to 42 USC §17931 and §17934, certain provisions of the Security Rule and Privacy Rule apply to a business associate of a covered entity in the same manner that they apply to the covered entity, the additional security and privacy requirements of HITECH are applicable to business associates and must be incorporated into the business associate agreement, and a business associate is liable for civil and criminal penalties for failure to comply with these security and/or privacy provisions; and,

WHEREAS, the parties mutually agree that any use or disclosure of PHI and/or ePHI must be in compliance with the Privacy Rule, Security Rule, HIPAA, HITECH and any other applicable law; and,

WHEREAS, the parties intend to enter into this Addendum to address the requirements and obligations set forth in the Privacy Rule, Security Rule, HITECH and HIPAA as they apply to Contractor as a business associate of County, including the establishment of permitted and required uses and disclosures of PHI and/or ePHI created or received by Contractor during the course of performing functions, services and activities on behalf of County, and appropriate limitations and conditions on such uses and disclosures;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **Definitions.** Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in HITECH, HIPAA, Security Rule and/or Privacy Rule, as may be amended from time to time.

   A. "Breach" when used in connection with PHI means the acquisition, access, use or disclosure of PHI in a manner not permitted under subpart E of the Privacy Rule which compromises the security or privacy of the PHI, and shall have the meaning given such term in 45 CFR §164.402.

(1) Except as provided below in Paragraph (2) of this definition, acquisition, access, use, or disclosure of PHI in a manner not permitted by subpart E of the Privacy Rule is presumed to be a breach unless Contractor demonstrates that there is a low probability that the PHI has been compromised based on a risk assessment of at least the following four factors:

(a) The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;

(b) The unauthorized person who used the PHI or to whom the disclosure was made;

(c) Whether the PHI was actually acquired or viewed; and

(d) The extent to which the risk to the PHI has been mitigated.

(2) Breach excludes:

(a) Any unintentional acquisition, access or use of PHI by a workforce member or person acting under the authority of a covered entity or business associate, if such acquisition, access or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under subpart E of the Privacy Rule.

(b) Any inadvertent disclosure by a person who is authorized to access PHI at a covered entity or business associate to another person authorized to access PHI at the same covered entity, business associate, or organized health care arrangement in which County participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted by subpart E of the Privacy Rule.

(c) A disclosure of PHI where a covered entity or business associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.

B. "Business associate" has the meaning given such term in 45 CFR §164.501, including but not limited to a subcontractor that creates, receives, maintains, transmits or accesses PHI on behalf of the business associate.

C. "Data aggregation" has the meaning given such term in 45 CFR §164.501.

D. "Designated record set" as defined in 45 CFR §164.501 means a group of records maintained by or for a covered entity that may include: the medical records and billing records about individuals maintained by or for a covered health care provider; the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or, used, in whole or in part, by or for the covered entity to make decisions about individuals.

E. "Electronic protected health information" ("ePHI") as defined in 45 CFR §160.103 means protected health information transmitted by or maintained in electronic media.

F. "Electronic health record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff, and shall have the meaning given such term in 42 USC §17921(5).

G. "Health care operations" has the meaning given such term in 45 CFR §164.501.

H. "Individual" as defined in 45 CFR §160.103 means the person who is the subject of protected health information.

I. "Person" as defined in 45 CFR §160.103 means a natural person, trust or estate, partnership, corporation, professional association or corporation, or other entity, public or private.

J. "Privacy Rule" means the HIPAA regulations codified at 45 CFR Parts 160 and 164, Subparts A and E.

K. "Protected health information" ("PHI") has the meaning given such term in 45 CFR §160.103, which includes ePHI.

L. "Required by law" has the meaning given such term in 45 CFR §164.103.

M. "Secretary" means the Secretary of the U.S. Department of Health and Human Services ("HHS").

N. "Security incident" as defined in 45 CFR §164.304 means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

O. "Security Rule" means the HIPAA Regulations codified at 45 CFR Parts 160 and 164, Subparts A and C.

P. "Subcontractor" as defined in 45 CFR §160.103 means a person to whom a business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate.

Q. "Unsecured protected health information" and "unsecured PHI" as defined in 45 CFR §164.402 means PHI not rendered unusable, unreadable, or indecipherable to unauthorized persons through use of a technology or methodology specified by the Secretary in the guidance issued under 42 USC §17932(h)(2).

2. **Scope of Use and Disclosure by Contractor of County's PHI and/or ePHI.**

A. Except as otherwise provided in this Addendum, Contractor may use, disclose, or access PHI and/or ePHI as necessary to perform any and all obligations of Contractor under the Underlying Agreement or to perform functions, activities or services for, or on behalf of, County as specified in this Addendum, if such use or disclosure does not violate HIPAA, HITECH, the Privacy Rule and/or Security Rule.

B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Addendum or required by law, in accordance with 45 CFR §164.504(e)(2), Contractor may:

1) Use PHI and/or ePHI if necessary for Contractor's proper management and administration and to carry out its legal responsibilities; and,

2) Disclose PHI and/or ePHI for the purpose of Contractor's proper management and administration or to carry out its legal responsibilities, only if:

a) The disclosure is required by law; or,

b) Contractor obtains reasonable assurances, in writing, from the person to whom Contractor will disclose such PHI and/or ePHI that the person will:

i. Hold such PHI and/or ePHI in confidence and use or further disclose it only for the purpose for which Contractor disclosed it to the person, or as required by law; and,

ii. Notify Coounty of any instances of which it becomes aware in which the confidentiality of the information has been breached; and,

3) Use PHI to provide data aggregation services relating to the health care operations of County pursuant to the Underlying Agreement or as requested by County; and,

4) De-identify all PHI and/or ePHI of County received by Contractor under this Addendum provided that the de-identification conforms to the requirements of the Privacy Rule and/or Security Rule and does not preclude timely payment and/or claims processing and receipt.

C. Notwithstanding the foregoing, in any instance where applicable state and/or federal laws and/or regulations are more stringent in their requirements than the provisions of HIPAA, including, but not limited to, prohibiting disclosure of mental health and/or substance abuse records, the applicable state and/or federal laws and/or regulations shall control the disclosure of records.

3. **Prohibited Uses and Disclosures.**

A. Contractor may neither use, disclose, nor access PHI and/or ePHI in a manner not authorized by the Underlying Agreement or this Addendum without patient authorization or de-identification of the PHI and/or ePHI and as authorized in writing from County.

B. Contractor may neither use, disclose, nor access PHI and/or ePHI it receives from County or from another business associate of County, except as permitted or required by this Addendum, or as required by law.

C. Contractor agrees not to make any disclosure of PHI and/or ePHI that County would be prohibited from making.

D. Contractor shall not use or disclose PHI for any purpose prohibited by the Privacy Rule, Security Rule. HIPAA and/or HITECH, including, but not limited to 42 USC §17935 and §17936. Contractor agrees:

1) Not to use or disclose PHI for fundraising , unless pursuant to the Underlying Agreement and only if permitted by and in compliance with the requirements of 45 CFR §164.514(f) or 45 CFR §164.508;

2) Not to use or disclose PHI for marketing, as defined in 45 CFR §164.501, unless pursuant to the Underlying Agreement and only if permitted by and in compliance with the requirements of 45 CFR §164.508(a)(3);

3) Not to disclose PHI, except as otherwise required by law, to a health plan for purposes of carrying out payment or health care operations, if the individual has requested this restriction pursuant to 42 USC §17935(a) and 45 CFR §164.522, and has paid out of pocket in full for the health care item or service to which the PHI solely relates; and,

4) Not to receive, directly or indirectly, remuneration in exchange for PHI, or engage in any act that would constitute a sale of PHI, as defined in 45 CFR §164.502(a)(5)(ii), unless permitted by the Underlying Agreement and in compliance with the requirements of a valid authorization under 45 CFR §164.508(a)(4). This prohibition shall not apply to payment by County to Contractor for services provided pursuant to the Underlying Agreement.

4. **Obligations of County.**

A. County agrees to make its best efforts to notify Contractor promptly in writing of any restrictions on the use or disclosure of PHI and/or ePHI agreed to by County that may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Addendum.

B. County agrees to make its best efforts to promptly notify Contractor in writing of any changes in, or revocation of, permission by any individual to use or disclose PHI and/or ePHI, if such changes or revocation may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Addendum.

C. County agrees to make its best efforts to promptly notify Contractor in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect Contractor's use or disclosure of PHI and/or ePHI.

D. County agrees not to request Contractor to use or disclose PHI and/or ePHI in any manner that would not be permissible under HITECH, HIPAA, the Privacy Rule, and/or Security Rule.

E. County agrees to obtain any authorizations necessary for the use or disclosure of PHI and/or ePHI, so that Contractor can perform its obligations under this Addendum and/or Underlying Agreement.

5. **Obligations of Contractor.** In connection with the use or disclosure of PHI and/or ePHI, Contractor agrees to:

A. Use or disclose PHI only if such use or disclosure complies with each applicable requirement of 45 CFR §164.504(e). Contractor shall also comply with the additional privacy requirements that are applicable to covered entities in HITECH, as may be amended from time to time.

B. Not use or further disclose PHI and/or ePHI other than as permitted or required by this Addendum or as required by law. Contractor shall promptly notify County if Contractor is required by law to disclose PHI and/or ePHI.

C. Use appropriate safeguards and comply, where applicable, with the Security Rule with respect to ePHI, to prevent use or disclosure of PHI and/or ePHI other than as provided for by this Addendum.

D. Mitigate, to the extent commercially reasonable, any harmful effect that is known to Contractor of a use or disclosure of PHI and/or ePHI by Contractor in violation of this Addendum.

E. Report to County any use or disclosure of PHI and/or ePHI not provided for by this Addendum or otherwise in violation of HITECH, HIPAA, the Privacy Rule, and/or Security Rule of which Contractor becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410.

F. In accordance with 45 CFR §164.502(e)(1)(ii), require that any subcontractors that create, receive, maintain, transmit or access PHI on behalf of the Contractor agree through contract to the same restrictions and conditions that apply to Contractor with respect to such PHI and/or ePHI, including the restrictions and conditions pursuant to this Addendum.

G. Make available to County or the Secretary, in the time and manner designated by County or Secretary, Contractor's internal practices, books and records relating to the use, disclosure and privacy protection of PHI received from County, or created or received by Contractor on behalf of County, for purposes of determining, investigating or auditing Contractor's and/or County's compliance with the Privacy Rule.

H. Request, use or disclose only the minimum amount of PHI necessary to accomplish the intended purpose of the request, use or disclosure in accordance with 42 USC §17935(b) and 45 CFR §164.502(b)(1).

I. Comply with requirements of satisfactory assurances under 45 CFR §164.512 relating to notice or qualified protective order in response to a third party's subpoena, discovery request, or other lawful process for the disclosure of PHI, which Contractor shall promptly notify County upon Contractor's receipt of such request from a third party.

J. Not require an individual to provide patient authorization for use or disclosure of PHI as a condition for treatment, payment, enrollment in any health plan (including the health plan administered by County), or eligibility of benefits, unless otherwise excepted under 45 CFR §164.508(b)(4) and authorized in writing by County.

K. Use appropriate administrative, technical and physical safeguards to prevent inappropriate use, disclosure, or access of PHI and/or ePHI.

L. Obtain and maintain knowledge of applicable laws and regulations related to HIPAA and HITECH, as may be amended from time to time.

M. Comply with the requirements of the Privacy Rule that apply to the County to the extent Contractor is to carry out County's obligations under the Privacy Rule.

N. Take reasonable steps to cure or end any pattern of activity or practice of its subcontractor of which Contractor becomes aware that constitute a material breach or violation of the subcontractor's obligations under the business associate contract with Contractor, and if such steps are unsuccessful, Contractor agrees to terminate its contract with the subcontractor if feasible.

6. **Access to PHI, Amendment and Disclosure Accounting.** Contractor agrees to:

A. **Access to PHI, including ePHI.** Provide access to PHI, including ePHI if maintained electronically, in a designated record set to County or an individual as directed by County, within five (5) business days of request from County, to satisfy the requirements of 45 CFR §164.524.

B. **Amendment of PHI.** Make PHI available for amendment and incorporate amendments to PHI in a designated record set County directs or agrees to at the request of an individual, within fifteen (15) days of receiving a written request from County, in accordance with 45 CFR §164.526.

C. **Accounting of disclosures of PHI and electronic health record.** Assist County to fulfill its obligations to provide accounting of disclosures of PHI under 45 CFR §164.528 and, where applicable, electronic health records under 42 USC §17935(c) if Contractor uses or maintains electronic health records. Contractor shall:

1) Document such disclosures of PHI and/or electronic health records, and information related to such disclosures, as would be required for County to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record in accordance with 45 CFR §164.528.

2) Within fifteen (15) days of receiving a written request from County, provide to County or any individual as directed by County information collected in accordance with this section to permit County to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record.

3) Make available for County information required by this Section 6.C for six (6) years preceding the individual's request for accounting of disclosures of PHI, and for three (3) years preceding the individual's request for accounting of disclosures of electronic health record.

7. **Security of ePHI.** In the event County discloses ePHI to Contractor or Contractor needs to create, receive, maintain, transmit or have access to County ePHI, in accordance with 42 USC §17931 and 45 CFR §164.314(a)(2)(i), and §164.306, Contractor shall:

1. Comply with the applicable requirements of the Security Rule, and implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of ePHI that Contractor creates, receives, maintains, or transmits on behalf of County in accordance with 45 CFR §164.308, §164.310, and §164.312;

2. Comply with each of the requirements of 45 CFR §164.316 relating to the implementation of policies, procedures and documentation requirements with respect to ePHI;

3. Protect against any reasonably anticipated threats or hazards to the security or integrity of ePHI;

4. Protect against any reasonably anticipated uses or disclosures of ePHI that are not permitted or required under the Privacy Rule;

5. Ensure compliance with the Security Rule by Contractor's workforce;

6. In accordance with 45 CFR §164.308(b)(2), require that any subcontractors that create, receive, maintain, transmit, or access ePHI on behalf of Contractor agree through contract to the same restrictions and requirements contained in this Addendum and comply with the applicable requirements of the Security Rule;

7. Report to County any security incident of which Contractor becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410; and,

8. Comply with any additional security requirements that are applicable to covered entities in Title 42 (Public Health and Welfare) of the United States Code, as may be amended from time to time, including but not limited to HITECH.

8. **Breach of Unsecured PHI.** In the case of breach of unsecured PHI, Contractor shall comply with the applicable provisions of 42 USC §17932 and 45 CFR Part 164, Subpart D, including but not limited to 45 CFR §164.410.

A. **Discovery and notification.** Following the discovery of a breach of unsecured PHI, Contractor shall notify County in writing of such breach without unreasonable delay and in no case later than 60 calendar days after discovery of a breach, except as provided in 45 CFR §164.412.

1) **Content of notification.** The written notification to County relating to breach of unsecured PHI shall include, to the extent possible, the following information if known (or can be reasonably obtained) by Contractor:

a) The identification of each individual whose unsecured PHI has been, or is reasonably believed by Contractor to have been accessed, acquired, used or disclosed during the breach;

b) A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known;

c) A description of the types of unsecured PHI involved in the breach, such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved;

d) Any steps individuals should take to protect themselves from potential harm resulting from the breach;

e) A brief description of what Contractor is doing to investigate the breach, to mitigate harm to individuals, and to protect against any further breaches; and,

f) Contact procedures for individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address.

B. **Cooperation.** With respect to any breach of unsecured PHI reported by Contractor, Contractor shall cooperate with County and shall provide County with any information requested by County to enable County to fulfill in a timely manner its own reporting and notification obligations, including but not limited to providing notice to individuals, prominent media outlets and the Secretary in accordance with 42 USC §17932 and 45 CFR §164.404, §164.406 and §164.408.

C. **Breach log.** To the extent breach of unsecured PHI involves less than 500 individuals, Contractor shall maintain a log or other documentation of such breaches and provide such log or other documentation on an annual basis to County not later than fifteen (15) days after the end of each calendar year for submission to the Secretary.

D. **Delay of notification authorized by law enforcement.** If Contractor delays notification of breach of unsecured PHI pursuant to a law enforcement official's statement that required notification, notice or posting would impede a criminal investigation or cause damage to national security, Contractor shall maintain documentation sufficient to demonstrate its compliance with the requirements of 45 CFR §164.412.

E. **Payment of costs.** With respect to any breach of unsecured PHI caused solely by the Contractor's failure to comply with one or more of its obligations under this Addendum and/or the provisions of HITECH, HIPAA, the Privacy Rule or the Security Rule, Contractor agrees to pay any and all reasonable costs associated with providing all legally required notifications to individuals, media outlets, and the Secretary. This provision shall not be construed to limit or diminish Contractor's obligations to indemnify, defend and hold harmless County under Section 9 of this Addendum.

F. **Documentation.** Pursuant to 45 CFR §164.414(b), in the event Contractor's use or disclosure of PHI and/or ePHI violates the Privacy Rule, Contractor shall maintain documentation sufficient to demonstrate that all notifications were made by Contractor as required by 45 CFR Part 164, Subpart D, or that such use or disclosure did not constitute a breach, including Contractor's completed risk assessment and investigation documentation.

G. **Additional State Reporting Requirements.** The parties agree that this Section 8.G applies only if and/or when County, in its capacity as a licensed clinic, health facility, home health agency, or hospice, is required to report unlawful or unauthorized access, use, or disclosure of medical information under the more stringent requirements of California Health & Safety Code §1280.15. For purposes of this Section 8.G, "unauthorized" has the meaning given such term in California Health & Safety Code §1280.15(j)(2).

1) Contractor agrees to assist County to fulfill its reporting obligations to affected patients and to the California Department of Public Health ("CDPH") in a timely manner under the California Health & Safety Code §1280.15.

2) Contractor agrees to report to County any unlawful or unauthorized access, use, or disclosure of patient's medical information without unreasonable delay and no later than five (5) business days after Contractor detects such incident. Contractor further agrees such report shall be made in writing, and shall include substantially the same types of information listed above in Section 8.A.2 (Content of Notification) as applicable to the unlawful or unauthorized access, use, or disclosure as defined above in this section, understanding and acknowledging that the term "breach" as used in Section 8.A.2 does not apply to California Health & Safety Code §1280.15.

9. **Hold Harmless/Indemnification.**

A. Business Associate shall indemnify and hold the Covered Entity harmless from and against any and all (a) costs and expenses, including attorney's fees, to fulfill any notification obligations imposed on Covered Entity arising from Business Associate's unauthorized use or disclosure of PHI and (b) penalties imposed by a federal or state governing agency against Covered Entity to the extent such penalty is imposed upon Covered Entity citing Business Associate's acts or omissions of its obligations hereunder as the basis for imposing such penalty against Covered Entity.

B. The specified insurance limits required in the Underlying Agreement of this Addendum shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless County herein from third party claims arising from issues of this Addendum.

C. In the event there is conflict between this clause and California Civil Code §2782, this clause shall be interpreted to comply with Civil Code §2782. Such interpretation shall not relieve the Contractor from indemnifying County to the fullest extent allowed by law.

D. In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Underlying Agreement of this Addendum, this indemnification shall only apply to the subject issues included within this Addendum.

10. **Term.** This Addendum shall commence upon the Effective Date and shall terminate when all PHI and/or ePHI provided by County to Contractor, or created or received by Contractor on behalf of County, is destroyed or returned to County, or, if it is infeasible to return or destroy PHI and/ePHI, protections are extended to such information, in accordance with section 11.B of this Addendum.

11. **Termination.**

A. **Termination for Breach of Contract.** Upon County's knowledge of a material breach by Contractor, County shall:

1) Provide the other party with an opportunity to cure the alleged material breach within twenty (20) business days, and in the event the other party fails to cure the breach to the satisfaction of the non-breaching party in a timely manner, the non-breaching party has the right to immediately terminate the Underlying Agreement and this Addendum.

2) If termination of the Underlying Agreement is not feasible, the breaching party, upon the request of the non-breaching party, shall implement, at its own expense, a plan to cure the breach and report regularly on its compliance with such plan to the non-breaching party.

B. **Effect of Termination.**

1) Upon termination of this Addendum, for any reason, Contractor shall return or, if agreed to in writing by County, destroy all PHI and/or ePHI received from County, or created or received by the Contractor on behalf of County, and, in the event of destruction, Contractor shall certify such destruction, in writing, to County. This provision shall apply to all PHI and/or ePHI which are in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of PHI and/or ePHI, except as provided below in paragraph (2) of this section.

2) In the event that Contractor determines that returning or destroying the PHI and/or ePHI is not feasible, Contractor shall provide written notification to County of the conditions that make such return or destruction not feasible. Upon determination by Contractor that return or destruction of PHI and/or ePHI is not feasible, Contractor shall extend the protections of this Addendum to such PHI and/or ePHI and limit further uses and disclosures of such PHI and/or ePHI to those purposes which make the return or destruction not feasible, for so long as Contractor maintains such PHI and/or ePHI.

12. **General Provisions.**

A. **Retention Period.** Whenever Contractor is required to document or maintain documentation pursuant to the terms of this Addendum, Contractor shall retain such documentation for 6 years from the date of its creation or as otherwise prescribed by law, whichever is later.

B. **Amendment.** The parties agree to take such action as is necessary to amend this Addendum, in writing, from time to time as is necessary for County to comply with HITECH, the Privacy Rule, Security Rule, and HIPAA generally.

C. **Survival.** The obligations of Contractor under Sections 3, 5, 6, 7, 8, 9, 11.B and 12.A of this Addendum shall survive the termination or expiration of this Addendum.

D. **Regulatory and Statutory References.** A reference in this Addendum to a section in HITECH, HIPAA, the Privacy Rule and/or Security Rule means the section(s) as in effect or as amended.

E. **Conflicts.** The provisions of this Addendum shall prevail over any provisions in the Underlying Agreement that conflict or appear inconsistent with any provision in this Addendum.

F. **Interpretation of Addendum.**
   1) This Addendum shall be construed to be part of the Underlying Agreement as one document. The purpose is to supplement the Underlying Agreement to include the requirements of the Privacy Rule, Security Rule, HIPAA and HITECH.
   2) Any ambiguity between this Addendum and the Underlying Agreement shall be resolved to permit County to comply with the Privacy Rule, Security Rule, HIPAA and HITECH generally.

G. **Notices to County.** All notifications required to be given by Contractor to County pursuant to the terms of this Addendum shall be made in writing and delivered to the County both by fax and to both of the addresses listed below by either registered or certified mail return receipt requested or guaranteed overnight mail with tracing capability, or at such other address as County may hereafter designate. All notices to County provided by Contractor pursuant to this Section shall be deemed given or made when received by County.

County HIPAA Privacy Officer: HIPAA Privacy Manager

County HIPAA Privacy Officer Address: 26520 Cactus Avenue, Moreno Valley, CA

Notice to Philips:

Philips Healthcare
22100 Bothell-Everett Hwy, MS 665
Bothell, WA 98021
Attn: HIPAA Coordinator

With a copy to:

Philips Healthcare
22100 Bothell-Everett Hwy, MS 522
Bothell, WA 98021
Attn: Legal Dept.