

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number

25-680

SAP Number

## Arrowhead Regional Medical Center

Department Contract Representative  
Telephone Number

Andrew Goldfrach  
(909) 580-6150

Contractor

Philips Image Guided Therapy  
Corporation

Contractor Representative  
Telephone Number

Sean Dedrickson  
(714) 447-2293

Contract Term

Two years from date of execution

Original Contract Amount

NTE \$800,000

Amendment Amount

Total Contract Amount

NTE \$800,000

Cost Center

9175704200

Grant Number (if applicable)

**Briefly describe the general nature of the contract:** Agreement with Philips Image Guided Therapy Corporation, including non-standard terms, for the purchase of specialized disposable catheter products, in an amount not-to-exceed \$800,000 for two years from the date of execution.

### FOR COUNTY USE ONLY

Approved as to Legal Form

Charles Phan, Supervising Deputy County  
Counsel

Date 8/28/25

Reviewed for Contract Compliance

Date

Reviewed/Approved by Department

Andrew Goldfrach, ARMC Chief Executive Officer

Date 8/28/2025



## Disposable Products Agreement

This Disposable Products Agreement (the "Agreement") is made between Philips Image Guided Therapy Corporation (referred to herein as "Philips") and San Bernardino County on behalf of Arrowhead Regional Medical Center with a principal place of business at 400 N Pepper Ave, Colton, CA 92324-1801 ("Customer"). Philips agrees to provide the Disposable Products to Customer for use in its health care facility(ies) as specified in this Agreement, which includes the following and are inclusive of any sub-exhibits:

Contact Information - Ordering, Return, Payment, Complaint Handling

Exhibit A— Standard Terms and Conditions

Exhibit B – Disposable Product Price Lists

Exhibit C – Customer Facilities

Exhibit D – Insurance Requirements

**Disposable Products:** Customer may purchase Disposable Products as shown on Exhibit(s) B (the "Disposable Products"). Upon written notice to Customer, Philips may add commercially available Disposable Products at Philips' then-current price(s) to Exhibits B, as applicable.

**Price:** The Prices for the Disposable Products are set forth in Exhibits B, inclusive of any sub-exhibits, and shall remain firm for the term of this Agreement.

**Contact Information:** Should you have any questions, please contact your Philips Sales Representative, Marisa Boling, at 228-806-1793 or via email at [marisa.boling@philips.com](mailto:marisa.boling@philips.com).

**Acceptance:** This Agreement will be in effect as of the last date of authorized signature below ("Effective Date"), provided that a copy of this signed Agreement is received by Philips via email at [IGTD.SalesContracts@Philips.com](mailto:IGTD.SalesContracts@Philips.com) or via fax to 719-447-2022. Until such time as this Agreement becomes effective, this document will constitute a price quotation, which will remain valid for ninety (90) days from August 13, 2025.

**Term:** This Agreement is effective for two (2) years from the Effective Date, unless earlier terminated pursuant to the terms of this Agreement.

This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other mail transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

**CUSTOMER:**

San Bernadino County on behalf of Arrowhead Regional Medical Center

Authorized Signature

Dawn Rowe

Printed Name

Chair, Board of Supervisors

Title

Date: SEP 09 2025

**Philips Image Guided Therapy Corporation**

DocuSigned by:  
Sean Dedrickson

Authorized Signature

Sean Dedrickson

Printed Name

Contracts Manager Lead

Title

Date: 08/13/2025



Contact Information

Philips Image Guided Therapy Corporation	
Ordering and Returns*	Phone: 800-228 4728, Option 1 Email: <a href="mailto:OrderIGTDevices@Philips.com">OrderIGTDevices@Philips.com</a> Fax: 877-447-2022 or 719-447-2022 7:00 a.m. to 4:00 p.m. Mountain Standard Time
Disposable Product Complaints	Phone: 800-228-4728, Option 3 Email: <a href="mailto:IGTD.CustomerInquiry@Philips.com">IGTD.CustomerInquiry@Philips.com</a>

\*For Ordering and Returns, please reference Exhibits B to determine appropriate product reference.

\*\*Maintenance will be scheduled between 8:00 am and 5:00 pm at Customer's facility, Monday through Friday, excluding holidays.



**Exhibit A**  
**Standard Terms and Conditions**

The Disposable Products listed in this Agreement are offered by Philips ("Philips") only under the terms and conditions described below (the "Standard Terms and Conditions").

**1. Prices; Taxes**

The purchase price stated in this Agreement does not include applicable sales, excise, use, other taxes, or government mandated surcharges in effect or later levied. Customer shall provide Philips with appropriate exemption certificate reasonably in advance of the date the Disposable Products are available for delivery, otherwise, Philips shall invoice Customer for those taxes, as well as any government mandated surcharges, and Customer shall pay those applicable taxes in accordance with the terms of the invoice. Government surcharges are non-exempt under law. Customer is defined as a legal entity, its affiliates, and/or subsidiaries who purchase Disposable Products(s) and take title of the purchased Disposable Products(s) from Philips. Customer represents that it is public entity and thus exempt from Federal excise taxes, and shall only pay for any State or local sales or use taxes on the Disposable Products, where applicable.

**2. Payment Terms**

- 2.1. Customer must issue a purchase order for the purchase of Disposable Products. Unless otherwise specified under consignment, Philips will issue an invoice upon shipment of Disposable Products to Customer. Customer will pay any undisputed portions of such invoice in U.S. dollars in full for each Disposable Products net forty-five (45) days from receipt of Philips' invoice.
- 2.2. Philips may make partial or early shipments and Customer shall pay such invoice based on the date of invoice for each Disposable Products in accordance with the payment terms set forth in this Agreement.
- 2.3. Orders are subject to Philips' on-going credit review and approval.
- 2.4. 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 Disposable Products, upon five (5) business days' notice. Philips shall be entitled to recover as part of its damages all costs and expenses, including reasonable attorneys' fees, in connection with such action.
- 2.5. Payments may be made by check, ACH or wire. Philips does not accept transaction fees for wire transfers.
- 2.6. If the Agreement indicates net prices that are each associated with a payment method, then Philips will invoice Customer, and Customer will pay, the net price that corresponds to Customer's elected payment method.

**3. Security Interest**

Philips may file a financing statement for such security interest and Customer shall, at Philips' expense, sign any financing statements or other documents necessary to perfect Philips' security interests in the Disposable Products.

**4. Shipment and Risk of Loss**

- 4.1. Shipping charges will be prepaid by Philips and invoiced. Disposable Product sales are made F.O.B. Philips' manufacturing facility, and title and risk of loss passes to Customer at the time of Philips' delivery to the carrier. However, in the event that the Disposable Product is damaged or lost in transit, Philips shall replace such products at no additional cost to Customer.
- 4.2. Disposable Products provided on a consignment basis in accordance with the Consignment Exhibit are shipped F.O.B. destination and risk of loss, but not title, passes to Customer at the time of delivery to Customer.

**5. Returns**

- 5.1. Prior approval, which shall not be unreasonably withheld, by Philips is required to return Disposable Products for credit or exchange. Such approval may be requested by contacting Philips Customer Service as specified on the attached Contact Information sheet.
- 5.2. Disposable Products may be returned due to: (i) damage prior to receipt by Customer or failure to conform to the specifications, in which case, Philips shall credit Customer for the amount of the return shipping fees; (ii) incorrect Disposable Product(s) received, in which case Philips will issue a call tag and provide a return shipping label for Disposable Product; or (iii) incorrect Disposable Product(s) ordered, in which case Customer must report such incorrect order to Philips within fifteen (15) days of Customer's receipt of Disposable Product(s).
- 5.3. In the instance of any return, Philips may require a new or revised purchase order for the replacement order. Except in the instance of (i) or (ii) above, Disposable Products will only be considered for exchange or credit if the item is in its original



packaging, with no visible marks or damage, and the sterile packaging remains uncompromised.

- 5.4. Except for the circumstances described in Section 5.2(i), no credit or exchange will be issued for items returned in unsaleable condition. Unless otherwise explicitly agreed to in this Agreement or an Exhibit, Philips does not accept returns of excess inventory, for stock rotation, or other exchange programs.
- 5.5. Upon approval of the request to return, which approval will not be unreasonably withheld, Philips will issue a Return Material Authorization (RMA) number. The RMA number must be included on all returned Disposable Product shipping cartons (do not write this number directly on the Disposable Products package).

## **6. Disposable Product Warranty**

- 6.1. Philips warrants that at the time of shipment, Disposable Products will: (i) comply with the U.S. Federal Food, Drug and Cosmetic Act, if applicable; (ii) have been manufactured, packaged, and stored in compliance with applicable laws, governmental regulations and good manufacturing practices ("GMP"); (iii) be free from defects in material and workmanship when used by the stated "Use By" or "Expiration" date and when package is unopened and undamaged immediately before use.
- 6.2. Customer's sole remedy under this warranty is, at Philips' option and expense, the replacement of Disposable Products or credit of the purchase price plus any shipping costs associated with such Disposable Products.
- 6.3. Philips' obligation under this limited warranty is subject to Customer's compliance with Philips' then-current Return Material Authorization procedures. To the extent of any conflicts between this Agreement and the then-current Return Material Authorization procedures, the terms of this Agreement shall control.
- 6.4. The foregoing warranty does not apply to Disposable Products that are or have been: (i) expired; (ii) repaired, altered, modified or reprocessed except by or under the authorization of Philips, (iii) not used or stored in accordance with the instructions for use supplied by Philips; or (iv) subjected to misuse, negligence or to an accident.  
EXCEPT FOR THE ABOVE LIMITED WARRANTY, PHILIPS MAKES NO, AND EXPRESSLY DISCLAIMS, ANY OTHER WARRANTY, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO ITS DISPOSABLE PRODUCTS, INCLUDING WITHOUT LIMITATION NON-INFRINGEMENT, OR ARISING FROM COURSE OF PERFORMANCE, DEALING, USAGE OR TRADE. EXCEPT FOR THE ABOVE LIMITED WARRANTY, PHILIPS DOES NOT WARRANT THAT PHILIPS' DISPOSABLE PRODUCTS WILL MEET CUSTOMER'S REQUIREMENTS. THIS LIMITED WARRANTY EXTENDS ONLY TO CUSTOMER.

## **7. Indemnification**

- 7.1. Philips will indemnify and defend Customer against any third party claim, action, or suit against Customer ("Claim"), including judgments, settlements and reasonable attorney's fees resulting from such Claim, to the extent such Claim directly arises from: (i) bodily injury (including death) and (ii) tangible property damage (representing the actual cost to repair or replace physical property damage) and to the extent such injuries or damages under clauses (i) and (ii) are caused by (1) the negligent acts or omissions or willful misconduct of Philips, its employees, and agents, or (2) by a defect in the Disposable Products provided under this Agreement.
- 7.2. Philips will have no indemnity or defense obligation for any Claim that arises from: (i) the sole negligent act or omission, or willful misconduct of Customer; (ii) Disposable Products that are or have been expired, repaired, altered, modified or reprocessed except by or under authorization from Philips; (iii) Disposable Products not used or stored in accordance with the instructions for use; (iv) Disposable Products that have been modified by Philips in accordance with Customer-provided specifications or instructions; or (v) third party products.
- 7.3. Philips shall indemnify, and defend Customer against any claim that a Disposable Product provided under this Agreement infringes, misappropriates, or violates any third party intellectual property right, whether patent, copyright, trademark, or trade secret, provided that Customer: (a) provides Philips prompt written notice of the claim; (b) grants Philips full and complete information and assistance, at Philips' cost, necessary for Philips to defend, settle, or avoid the claim; and (c) gives Philips sole control of the defense or settlement of the claim. However, Philips may not settle the claim or suit absent the written consent of Customer unless such settlement (a) includes a release of all claims pending against Customer, (b) contains no admission of liability or wrongdoing by Customer, and (c) imposes no obligations upon Customer other than an obligation to stop using the Disposable Products that are the subject of the claim. In the event that Philips fails to or elects not to defend Customer against any claim for which Customer is entitled to indemnity by Philips, then Philips shall reimburse Customer for all reasonable attorneys' fees and expenses within thirty (30) days from date of invoice or debit memo from Customer.
- 7.4. If (a) Philips Disposable Products is found or believed by Philips to infringe a valid patent or copyright; or, (b) Customer has been enjoined from using the Philips Disposable Products pursuant to an injunction issued by a court of competent jurisdiction, Philips may, at its option: (i) procure the right for Customer to use the Disposable Product; (ii) replace or modify





the product to avoid infringement without incurring a material diminution in performance or function; or (iii) refund to Customer a portion of the product purchase price upon the return of the original product. Philips shall have no obligation for any claim of infringement arising from: Philips' compliance with Customer's designs, specifications, or instructions; Philips' use of technical information or technology supplied by Customer; modifications to the product by Customer or its agents; use of the Disposable Products other than in accordance with the Disposable Products specifications or applicable written product instructions; use of the Disposable Products with any other Disposable Products not sold by Philips to customer and the Philips Disposable Product in and of itself is not infringing; if infringement would have been avoided by the use of a current unaltered release of the product, provided that, Philips makes such current unaltered release available to customer at no additional charge; or use of the Philips Disposable Product after Philips has advised Customer, in writing, to stop use of the Philips product in view of the claimed infringement, provided that, this shall not be a replacement for the remedies set forth under 7.4(i)-(iii). The terms in this section state Philips' entire obligation and liability for claims of infringement, and Customer's sole remedy in the event of a claim of infringement.

- 7.5. The obligations of the indemnifying party are conditioned on the following: (a) indemnified party notifies indemnifying party of Claim in writing within thirty (30) days of the indemnified party being made aware of the Claim; (b) the indemnified party gives indemnifying party sole authority and control of the defense or settlement of the Claim with counsel of the indemnifying party's choice; and (c) indemnified party provides all information and assistance requested by the indemnifying party to handle the defense or settlement of the Claim.

#### **8. Limitation of Liability**

- 8.1. THE TOTAL LIABILITY, IF ANY, OF PHILIPS AND ITS AFFILIATES FOR ALL DAMAGES AND BASED ON ALL CLAIMS, WHETHER ARISING OR RELATING TO BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER TORT, OR OTHERWISE, ARISING FROM A DISPOSABLE PRODUCT, LICENSED SOFTWARE, AND/OR SERVICE IS LIMITED TO THE GREATER OF (1) \$1,000,000 OR (2) THE PRICE PAID HEREUNDER FOR THE DISPOSABLE PRODUCTS UNDER THIS AGREEMENT.
- 8.2. THIS LIMITATION SHALL NOT APPLY TO:
- 8.2.1. ANY CLAIM THAT IS SUBJECT TO INDEMNIFICATION UNDER SECTION 7.1 OF THIS AGREEMENT;
  - 8.2.2. THIRD PARTY CLAIMS FOR DIRECT DAMAGES FOR BODILY INJURY OR DEATH TO THE EXTENT CAUSED BY PHILIPS' NEGLIGENCE OR PROVEN DISPOSABLE PRODUCTS DEFECT;
  - 8.2.3. CLAIMS OF TANGIBLE PROPERTY DAMAGE REPRESENTING THE ACTUAL COST TO REPAIR OR REPLACE PHYSICAL PROPERTY TO THE EXTENT CAUSED BY PHILIPS NEGLIGENCE OR PROVEN DISPOSABLE PRODUCTS DEFECT;
  - 8.2.4. OUT OF POCKET COSTS INCURRED BY CUSTOMER TO PROVIDE PATIENT NOTIFICATIONS, REQUIRED BY LAW, TO THE EXTENT SUCH NOTICES ARE CAUSED BY PHILIPS UNAUTHORIZED DISCLOSURE OF PHI;
  - 8.2.5. FINES/PENALTIES LEVIED AGAINST CUSTOMER BY GOVERNMENT AGENCIES CITING PHILIPS' UNAUTHORIZED DISCLOSURE OF PHI AS THE BASIS OF THE FINE/PENALTY, ANY SUCH FINES OR PENALTIES SHALL CONSTITUTE DIRECT DAMAGES;
  - 8.2.6. PHILIPS INTELLECTUAL PROPERTY INDEMNIFICATION OBLIGATION UNDER SECTION 7 OF THIS AGREEMENT;
  - 8.2.7. ANY CLAIMS BASED ON THE GROSS NEGLIGENCE, WILFUL MISCONDUCT, OR VIOLATIONS OF LAW BY PHILIPS, IT AGENTS AND EMPLOYEES.

#### **9. Disclaimer**

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST REVENUES OR PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA, OR THE COST OF SUBSTITUTE DISPOSABLE PRODUCTSS OR SERVICES WHETHER ARISING FROM BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER TORT.

#### **10. Confidentiality**

Each party shall 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, employees, and/or its patients, which the disclosing party designates as "confidential" to the receiving party. . Each party shall 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 in no event less than a reasonable amount of care. Each party shall disclose such confidential information only to its employees having a need to know such information to perform the transactions contemplated by the Agreement. The disclosing party maintains exclusive ownership of the confidential information which it discloses to the receiving party, and a receiving party shall be responsible for the breach of these confidentiality terms by any of its representatives or other person to whom it may disclose the confidential information. The obligation to maintain the confidentiality of such information shall not extend to information that (a) is or becomes generally available to the public without violation of these Standard Terms and Conditions or any other obligation of confidentiality or (b) is lawfully obtained



by the receiving Party from a third party without any breach of confidentiality or violation of law. Notwithstanding the foregoing, in the event that the receiving party is required by law to disclose any confidential information, the receiving party may so disclose, provided that it shall, to the extent permitted by applicable law, first inform the disclosing party of the request or requirement for disclosure to allow an opportunity for the disclosing party to apply for an order to prohibit or restrict such disclosure. Moreover, nothing set forth herein shall prohibit Customer from disclosing confidential information required by state or federal open records laws, to the extent disclosed in compliance with the rules and procedures applicable thereto, including notifying Philips and providing Philips an opportunity to argue certain information may be exempt as a trade secret, if applicable thereunder. To the extent that Customer is required to make this Agreement public under California law as part of the approval process for this Agreement with the San Bernardino County Board of Supervisors, no notification to Philips of such disclosure is required under this section of the Agreement.

#### **11. Compliance with Laws & Privacy**

- 11.1. Each party shall comply with all laws, rules, and regulations applicable to the party in connection with the performance of its obligations in connection with the transactions contemplated by this Agreement, including, but not limited to, those relating to employment practices federal and state anti-discrimination laws (including Title VII of the Civil Rights Act of 1964 as amended, the Rehabilitation Act of 1973 as amended and the Veterans Readjustment ACT of 1972 as amended), E-Verify, FDA, Medicare fraud and abuse, and the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Health care providers are reminded that if the purchase includes a discount or loan, they must fully and accurately report such discount or loan on cost reports or other applicable claims for payment submitted under any federal or state health care program, including but not limited to Medicare and Medicaid, as required by federal law (see 42 CFR 1001.952[h]).
- 11.2. It is Customer's responsibility to notify Philips if any portion of the order is funded under the American Reinvestment and Recovery Act (ARRA). To ensure compliance with the ARRA regulation, Customer shall include a clause stating that the order is funded under ARRA on its purchase order or other document issued by Customer.
- 11.3. Disposable Products Safety and Other Complaints. Customer will report immediately to Philips any event of which Customer becomes aware that suggests that any services or Disposable Products provided by Philips, for any reason: (a) may have caused or contributed to a death or serious injury, or (b) have malfunctioned where and such malfunctions would be likely to cause or contribute to a death or serious injury if the malfunction were to occur again. Additionally, to the extent required by law, Customer will also report to Philips complaints it receives from its personnel and patients or any other person regarding the identity, quality, performance, reliability, safety, effectiveness, labels or instructions for use of the services or Disposable Products provided by Philips. Philips shall be solely responsible for submitting any filings or reports to any governmental authorities with respect to the Philips Disposable Products and services provided by Philips hereunder, unless otherwise required by law.

#### **12. Excluded Provider**

As of the date of the sale of this Disposable Products, Philips represents and warrants that Philips, its employees and subcontractors, are not debarred, excluded, suspended or otherwise ineligible to participate in a federal or state health care program, nor have they been convicted of any health care related crime for the Disposable Products provided under these Standard Terms and Conditions (an "Excluded Provider"). Philips shall promptly notify Customer if it becomes aware that Philips or any of its employees or subcontractors providing services hereunder have become an Excluded Provider under a federal or state healthcare program, whereupon Customer shall provide Philips with a reasonable opportunity to discuss and attempt to resolve in good faith with Customer any Customer related concerns in relation thereto, and/or will give Philips a reasonable opportunity to dispute its, or its employee's or subcontractor's, designation as an Excluded Provider. In the event that the Parties are unable to resolve any such Customer concerns of the applicable party's designation as an Excluded Provider, then Customer may terminate this Agreement by written notice to Philips.

#### **13. Omnibus Reconciliation Act (OMNI) Social Security (PL96-499, Public Law)**

Philips and Customer shall comply with the applicable provisions of the Omnibus Reconciliation Act of 1980 (P.L. 96-499) and its implementing regulations (42 CFR, Part 420). Philips agrees that until the expiration of four (4) years after furnishing services or Disposable Products pursuant to these Standard Terms and Conditions, Philips shall make available, upon written request of the Secretary of the Department of Health and Human Services, or upon request of the Comptroller General, or any of their duly authorized representatives, these Standard Terms and Conditions and the books, documents and records of Philips that are necessary to verify the nature and extent of the costs charged to Customer hereunder. Philips further agrees that if Philips carries out any of the duties of these Standard Terms and Conditions through a subcontract with a value or cost of ten-thousand U.S. dollars (\$10,000.00) or more over a twelve (12) month period, with a related organization, such



subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request to the Secretary, or upon request to the Comptroller General, or any of their duly authorized representatives the subcontract, and books and documents and records of such organization that are necessary to verify the nature and extent of such costs. This paragraph relating to the retention and production of documents is included because of possible application of Section 1861(v) (1) (1) of the Social Security Act (42 U.S.C. 1395x (v) (1) (I) (1989)), as amended from time to time to these Standard Terms and Conditions. If Section 1861(v) (1) (1) should be found to be inapplicable, then this paragraph shall be deemed inoperative and without force and effect.

#### **14. General Terms**

The following additional terms shall be applicable to the purchase of a Disposable Products:

- 14.1. Force Majeure.** Each party shall be excused from performing its obligations (except for payment obligations) arising from any delay or default caused by events beyond its reasonable control including, but not limited to, acts of God, health pandemics, epidemics, viral outbreaks, acts of any civil, military or government authority, fire, floods, war, embargoes, labor disputes, acts of sabotage, riots, accidents, delays of carriers, voluntary or mandatory compliance with any government act, regulation or mandatory direction, request. For the sake of clarity, any supply chain disruption due to COVID-19 shall be considered a force majeure event.
- 14.2. Bankruptcy.** If Customer becomes insolvent, is unable to pay its debts when due, files for bankruptcy, is the subject of involuntary bankruptcy, has a receiver appointed, or has its assets assigned, Philips may cancel any unfulfilled obligations, or suspend performance; however, Customer's financial obligations to Philips shall remain in effect.
- 14.3. Assignment.** Neither party may not assign its rights or obligations in connection with the transactions contemplated by this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld, and any attempted assignment without such consent shall be of no force or effect. Notwithstanding the foregoing, either party shall be entitled to assign this Agreement, without the prior consent of the other party upon notice to the other party, to a (i) purchaser of a sale of a substantial amount of their assets to which this Agreement relates or to a (ii) different affiliated legal entity of a party to this Agreement or their parent company to support an internal reorganization of the assets of such party or such party's parent corporate legal entity; provided that, the assignee assumes all liabilities and obligations of the assignor and the assignor is not in breach of its payment obligations under this Agreement prior to such assignment. However, to the extent that Philips assigns this Agreement to an entity with whom Customer is legally prohibited from doing business, Customer may terminate this Agreement upon written notice to Philips.
- 14.4. Governing Law/Venue.** All transactions contemplated by this Agreement shall be governed by the laws of the state where the Customer is located, without regard to that state's choice of law principles, and expressly excluding application of the Uniform Computer Information Transactions Act (UCITA), in any form. Any action arising hereunder shall be venued in the state or federal courts of California.
- 14.5. Entire Agreement.** This Agreement, including these Standard Terms and Conditions and all exhibits referenced and incorporated herein, constitute the entire understanding and agreement by and between the parties with respect to the transactions contemplated by this Agreement, and supersede any previous understandings or agreements between the parties, whether written or oral, regarding the transactions contemplated by this Agreement. The pricing in the Agreement is based upon the Standard Terms and Conditions in this Agreement. No additional terms, conditions, consents, waivers, alterations, or modifications shall be binding unless in writing and signed by the parties. Customer's additional or different terms and conditions, whether stated in a purchase order or other document issued by Customer, are specifically rejected and shall not apply to the transactions contemplated by this Agreement.
- 14.6. Headings.** The headings in this Agreement are intended for convenience only and shall not be used to interpret this Agreement. The validity and enforceability of the remaining provisions shall not be affected or impaired and shall continue in full force and effect.
- 14.7. Severability.** The provisions of this Agreement are specifically made severable. If a provision of the Agreement is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.
- 14.8. Notices.** Notices or other communications shall be in writing, and shall be deemed served if delivered personally, or if sent by overnight mail or courier, or by certified mail, return receipt requested and addressed to the party at the address set forth herein: To Philips: 9965 Federal Drive Colorado Springs, CO 80921, or via email to [igtd.salescontracts@philips.com](mailto:igtd.salescontracts@philips.com); To Customer: Arrowhead Regional Medical Center, 400 N. Pepper Avenue, Colton, CA 92324, Attn: ARMC Chief Executive Officer.
- 14.9. Performance.** The failure of Customer or of Philips at any time to require the performance of any obligation will not affect





the right to require such performance at any time thereafter. Course of dealing, course of performance, course of conduct, prior dealings, usage of trade, community standards, industry standards, and customary standards and customary practice or interpretation in matters involving the sale, delivery, installation, use, or service of similar or dissimilar Disposable Products or services shall not serve as references in interpreting the Standard Terms and Conditions of this Agreement.

**14.10. Obligations.** Each party's obligations are independent of any other obligations the party may have under any other agreement, contract, or account between the parties. Except as otherwise permitted in this Agreement or in any other agreement, contract, or account between the parties, neither party will exercise any right of offset in connection with this Agreement.

**14.11. Additional Terms.** The Disposable Products Specific exhibit (Exhibit B) is incorporated herein as they apply to the Disposable Products listed in the Agreement and their additional terms shall apply solely to Customer's purchase of the Disposable Products specified therein. If any terms set forth in a Disposable Products specific exhibit conflict with terms set forth in these Standard Terms and Conditions, the terms set forth in the Disposable Products specific exhibit(s) shall govern.

**14.12. Discounts.** The parties acknowledge that the prices under this Agreement may reflect discounts, rebates, or other reductions in price (collectively, "discounts"), and it is their intention that such discounts shall be administered consistent with the discount exception to the federal anti-kickback statute (42 USC 1320a-7b(B)(3)(A)) and the related regulatory discount safe harbor (42 CFR 1001.952(h)). Philips will reflect when a discount applies on invoices or alternative documents, and Customer may request additional documentation of purchases and discounts hereunder as necessary to facilitate appropriate reporting. To the extent and as required by applicable law, regulations, or other contractual obligations, it is Customer's responsibility to appropriately report or reflect such discounts, including any bundled discounts, on cost reports or claims submitted to third party payors, including but not limited to federal or state health care programs. Further, Customer will retain documentation provided by Philips relating to purchases and discounts hereunder and make it available to federal or state health care program representatives upon request.

## **15. Delivery**

Philips will use commercially reasonable efforts to ship the Disposable Products to the Customer (a) by the mutually agreed upon shipment date; or (b) as otherwise agreed in writing. Philips will ship the Disposable Products according to Philips' standard commercial practices. Philips may make partial shipments.

## **16. Resale**

Customer represents and warrants that the Disposable Products are being acquired solely for the Customer's own use at the Customer facility(ies) listed herein. Customer shall not resell the Disposable Products.

## **17. Analysis and Reverse Engineering Prohibited**

Company agrees not to analyze for composition, software, internal elements, structure or reverse engineer or transfer to any third party for analysis, reverse engineering, or any other purpose, any Disposable Products without the express prior written consent of Philips.

## **18. Insurance**

Philips shall comply with the insurance requirements set forth on Exhibit D, the terms of which are incorporated herein by this reference.

## **19. Termination**

Either party may terminate this Agreement for convenience upon thirty (30)-days' written notice to the other party. Either party may also terminate this Agreement upon the other party's material breach of this Agreement, in which case, the non-breaching party shall notify the breaching party in writing, identifying the breach, and the breaching party will have fifteen (15) days following such notice to remedy the breach. If the breaching party fails to remedy the breach to the reasonable satisfaction of the non-breaching party during that period, the non-breaching party may by written notice terminate this Agreement. The ARMC Chief Executive Officer is authorized to terminate this Agreement on behalf of Customer.

## **20. Levine Act - Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439)**

Philips has disclosed to the Customer using Exhibit E – Levine Act - Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439), whether it has made any campaign contributions of more than \$500 to any member of the San Bernardino County ("County") Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within the 12 months before the date this Agreement was approved by the Board of Supervisors. Philips acknowledges that under Government Code section 84308, Philips is



prohibited from making campaign contributions of more than \$500 to any member of the Board of Supervisors or other County elected officer for 12 months after the County's consideration of the Agreement.

In the event of a proposed amendment to this Agreement, Philips will provide the County a written statement disclosing any campaign contribution(s) of more than \$500 to any member of the Board of Supervisors or other County elected officer within the preceding 12 months of the date of the proposed amendment.

Campaign contributions include those made by any agent/person/entity on behalf of Philips or by a parent, subsidiary or otherwise related business entity of Philips.

**[END OF EXHIBIT A]**



**Exhibit B**  
**Disposable Products Price List**

Item Number	Item Description	Unit of Measure	Price
2105-6020	AngioSculpt PTA, OTW, PTA, 6.0 x 20mm, 50cm	1 EA	\$1,105.00
2076-6020	AngioSculpt PTA, OTW, PTA, 6.0 x 20mm	1 EA	\$1,105.00
2092-6020	AngioSculpt PTA, OTW, PTA, 6.0 x 20mm, 90cm	1 EA	\$1,105.00
2076-5020	AngioSculpt PTA, OTW, PTA, 5.0 x 20mm	1 EA	\$1,105.00
2076-4020	AngioSculpt PTA, OTW, PTA, 4.0 x 20mm	1 EA	\$1,105.00
PPLUS120	Pioneer™ Plus Catheter	1 EA	\$3,195.00
89900	Refinity, Short Tip	1 EA	\$790.00
2200-3515-B	AngioSculpt Evo RX PTCA Scoring Balloon Catheter, hydrophilic 3.5x15mm	1 EA	\$890.00
2200-3520-B	AngioSculpt Evo RX PTCA Scoring Balloon Catheter, hydrophilic 3.5x20mm	1 EA	\$890.00
2200-2006-B	AngioSculpt Evo RX PTCA Scoring Balloon Catheter, hydrophilic 2.0x06mm	1 EA	\$890.00
2200-3006-B	AngioSculpt Evo RX PTCA Scoring Balloon Catheter, hydrophilic 3.0x06mm	1 EA	\$890.00
2200-3010-B	AngioSculpt Evo RX PTCA Scoring Balloon Catheter, hydrophilic 3.0x10mm	1 EA	\$890.00
2200-3015-B	AngioSculpt Evo RX PTCA Scoring Balloon Catheter, hydrophilic 3.0x15mm	1 EA	\$890.00
2200-3020-B	AngioSculpt Evo RX PTCA Scoring Balloon Catheter, hydrophilic 3.0x20mm	1 EA	\$890.00
2200-3506-B	AngioSculpt Evo RX PTCA Scoring Balloon Catheter, hydrophilic 3.5x06mm	1 EA	\$890.00
2200-3510-B	AngioSculpt Evo RX PTCA Scoring Balloon Catheter, hydrophilic 3.5x10mm	1 EA	\$890.00
2200-2010-B	AngioSculpt Evo RX PTCA Scoring Balloon Catheter, hydrophilic 2.0x10mm	1 EA	\$890.00
2200-2015-B	AngioSculpt Evo RX PTCA Scoring Balloon Catheter, hydrophilic 2.0x15mm	1 EA	\$890.00
2200-2020-B	AngioSculpt Evo RX PTCA Scoring Balloon Catheter, hydrophilic 2.0x20mm	1 EA	\$890.00
2200-2506-B	AngioSculpt Evo RX PTCA Scoring Balloon Catheter, hydrophilic 2.5x06mm	1 EA	\$890.00
2200-2510-B	AngioSculpt Evo RX PTCA Scoring Balloon Catheter, hydrophilic 2.5x10mm	1 EA	\$890.00
2200-2515-B	AngioSculpt Evo RX PTCA Scoring Balloon Catheter, hydrophilic 2.5x15mm	1 EA	\$890.00
2200-2520-B	AngioSculpt Evo RX PTCA Scoring Balloon Catheter, hydrophilic 2.5x20mm	1 EA	\$890.00
85900P	Eagle Eye Platinum Catheter	1 EA	\$815.00
85900PST	Eagle Eye Platinum Short Tip	1 EA	\$815.00
89185J	OmniWire, 185CM, J-TIP	1 EA	\$795.00
89185	OmniWire, 185CM, STRAIGHT TIP	1 EA	\$795.00
2333-8040	AngioSculpt PTA, OTW, PTA, 8.0 x 40mm, 90cm	1 EA	\$1,360.00
2334-7040	AngioSculpt PTA, OTW, PTA, 7.0 x 40mm, 137cm	1 EA	\$1,360.00
2334-8040	AngioSculpt PTA, OTW, PTA, 8.0 x 40mm, 137cm	1 EA	\$1,360.00
2332-7040	AngioSculpt PTA, OTW, PTA, 7.0 x 40mm, 50cm	1 EA	\$1,360.00
2332-8040	AngioSculpt PTA, OTW, PTA, 8.0 x 40mm, 50cm	1 EA	\$1,360.00
2333-7040	AngioSculpt PTA, OTW, PTA, 7.0 x 40mm, 90cm	1 EA	\$1,360.00
2290-50100	AngioSculpt PTA, OTW, PTA, 5.0 x 100mm, 90cm, ATK	1 EA	\$1,235.00
2237-40100	AngioSculpt PTA, OTW, PTA, 4.0 x 100mm, 137cm, ATK	1 EA	\$1,235.00
2237-50100	AngioSculpt PTA, OTW, PTA, 5.0 x 100mm, 137cm, ATK	1 EA	\$1,235.00
2237-60100	AngioSculpt PTA, OTW, PTA, 6.0 x 100mm, 137cm, ATK	1 EA	\$1,235.00
2216-20100	AngioSculpt PTA, OTW, PTA, 2.0 x 100mm, 155cm, BTK	1 EA	\$1,235.00
2216-25100	AngioSculpt PTA, OTW, PTA, 2.5 x 100mm, 155cm, BTK	1 EA	\$1,235.00
2216-30100	AngioSculpt PTA, OTW, PTA, 3.0 x 100mm, 155cm, BTK	1 EA	\$1,235.00
2216-35100	AngioSculpt PTA, OTW, PTA, 3.5 x 100mm, 155cm, BTK	1 EA	\$1,235.00
2290-40100	AngioSculpt PTA, OTW, PTA, 4.0 x 100mm, 90cm, ATK	1 EA	\$1,235.00
2290-60100	AngioSculpt PTA, OTW, PTA, 6.0 x 100mm, 90cm, ATK	1 EA	\$1,235.00
2249-40200	AngioSculpt PTA, OTW, PTA, 4.0 x 200mm, 137cm	1 EA	\$1,445.00
2249-50200	AngioSculpt PTA, OTW, PTA, 5.0 x 200mm, 137cm	1 EA	\$1,445.00
2249-60200	AngioSculpt PTA, OTW, PTA, 6.0 x 200mm, 137cm	1 EA	\$1,445.00
2155-2040	AngioSculpt PTA, OTW, PTA, 2.0 x 40mm, 155cm, BTK	1 EA	\$1,105.00
2076-5040	AngioSculpt PTA, OTW, PTA, 5.0 x 40mm, 137cm	1 EA	\$1,105.00



2105-6040	AngioSculpt PTA, OTW, PTA, 6.0 x 40mm, 50cm	1 EA	\$1,105.00
2092-6040	AngioSculpt PTA, OTW, PTA, 6.0 x 40mm, 90cm	1 EA	\$1,105.00
2076-4040	AngioSculpt PTA, OTW, PTA, 4.0 x 40mm, 137cm	1 EA	\$1,105.00
2092-5040	AngioSculpt PTA, OTW, PTA, 5.0 x 40mm, 90cm	1 EA	\$1,105.00
2092-4040	AngioSculpt PTA, OTW, PTA, 4.0 x 40mm, 90cm	1 EA	\$1,105.00
2076-6040	AngioSculpt PTA, OTW, PTA, 6.0 x 40mm, 137cm	1 EA	\$1,105.00
2155-3540	AngioSculpt PTA, OTW, PTA, 3.5 x 40mm, 155cm, BTK	1 EA	\$1,105.00
2155-3040	AngioSculpt PTA, OTW, PTA, 3.0 x 40mm, 155cm, BTK	1 EA	\$1,105.00
2155-2540	AngioSculpt PTA, OTW, PTA, 2.5 x 40mm, 155cm, BTK	1 EA	\$1,105.00
518-032	QUICK-CROSS, 0.014"x135cm Catheter	BX of 5	\$685.00
518-033	QUICK-CROSS, 0.018"x90cm Catheter	BX of 5	\$685.00
518-034	QUICK-CROSS, 0.018"x135cm Catheter	BX of 5	\$685.00
518-035	QUICK-CROSS, 0.018"x150cm Catheter	BX of 5	\$685.00
518-036	QUICK-CROSS, 0.035"x90cm Catheter	BX of 5	\$685.00
518-037	QUICK-CROSS, 0.035"x135cm Catheter	BX of 5	\$685.00
518-038	QUICK-CROSS, 0.035"x150cm Catheter	BX of 5	\$685.00
518-065	QUICK-CROSS, 0.014"x150cm Catheter	BX of 5	\$685.00
518-066	QUICK-CROSS, 0.035"x65cm Catheter	BX of 5	\$685.00
518-086	QUICK-CROSS EXTREME, 0.014"x 150cm Straight Catheter	BX of 5	\$1,050.00
518-076	QUICK-CROSS EXTREME, 0.035"x 65cm Straight Catheter	BX of 5	\$1,050.00
518-078	QUICK-CROSS EXTREME, 0.035"x 90cm Straight Catheter	BX of 5	\$1,050.00
518-080	QUICK-CROSS EXTREME, 0.035"x 135cm Straight Catheter	BX of 5	\$1,050.00
518-082	QUICK-CROSS EXTREME, 0.035"x 150cm Straight Catheter	BX of 5	\$1,050.00
518-084	QUICK-CROSS EXTREME, 0.014"x 135cm Straight Catheter	BX of 5	\$1,050.00
518-088	QUICK-CROSS EXTREME, 0.018"x 90cm Straight Catheter	BX of 5	\$1,050.00
518-090	QUICK-CROSS EXTREME, 0.018"x 135cm Straight Catheter	BX of 5	\$1,050.00
518-092	QUICK-CROSS EXTREME, 0.018"x 150cm Straight Catheter	BX of 5	\$1,050.00
518-093	QUICK-CROSS SELECT, 0.018"x 150cm Angled Catheter	BX of 5	\$1,050.00
518-089	QUICK-CROSS SELECT, 0.018"x 90cm Angled Catheter	BX of 5	\$1,050.00
518-087	QUICK-CROSS SELECT, 0.014"x 150cm Angled Catheter	BX of 5	\$1,050.00
518-085	QUICK-CROSS SELECT, 0.014"x 135cm Angled Catheter	BX of 5	\$1,050.00
518-083	QUICK-CROSS SELECT, 0.035"x 150cm Angled Catheter	BX of 5	\$1,050.00
518-077	QUICK-CROSS SELECT, 0.035"x 65cm Angled Catheter	BX of 5	\$1,050.00
518-081	QUICK-CROSS SELECT, 0.035"x 135cm Angled Catheter	BX of 5	\$1,050.00
518-079	QUICK-CROSS SELECT, 0.035"x 90cm Angled Catheter	BX of 5	\$1,050.00
518-091	QUICK-CROSS SELECT, 0.018"x 135 cm Angled Catheter	BX of 5	\$1,050.00
014R	VISIONS PV .014P RX Digital IVUS Catheter	1 EA	\$815.00
86700	VISIONS PV .018 Digital IVUS Catheters	1 EA	\$815.00
88901	VISIONS PV .035 Digital IVUS Catheter	1 EA	\$1,105.00





**Exhibit C**  
**Customer Facility(ies)**

**Delivery Location(s):** Disposable Products are to be delivered to the following location(s):

Member Name	Address	Account Number
Arrowhead Regional Medical Center	400 N Pepper Ave Colton, CA 92324-1801	94718443 IGT-NUCA-1183



## Exhibit D

### Insurance Requirements

Philips agrees to provide insurance set forth in accordance with the requirements herein. If Philips uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, Philips agrees to amend, supplement or endorse the existing coverage to do so.

1. Without in any way affecting any indemnity obligations provided and in addition thereto, Philips shall secure and maintain throughout the contract term the following types of insurance with limits as shown:
  - a. Workers' Compensation/Employer's Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all employees including volunteers providing services on behalf of Philips under this contract. If Philips has no employees, it may certify or warrant to Customer that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by Customer's Director of Risk Management. With respect to contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.
  - b. Commercial/General Liability Insurance – Philips shall carry General Liability Insurance covering all operations performed by or on behalf of Philips providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:
    - i. Premises operations and mobile equipment.
    - ii. Products and completed operations.
    - iii. Broad form property damage (including completed operations).
    - iv. Explosion, collapse and underground hazards.
    - v. Personal injury.
    - vi. Contractual liability.
    - vii. \$2,000,000 general aggregate limit.
  - c. Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence. If Philips is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence. If Philips owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.
  - d. Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.
2. **Additional Insured.** All policies, except for Worker's Compensation, Errors and Omissions and Professional Liability policies shall contain blanket additional endorsements naming Customer and its officers, employees, agents and volunteers as additional insured with respect to liabilities arising out of the performance of services hereunder. Such additional insured coverage shall be at least as broad as Additional Insured (blanket) endorsement form ISO, CG 2010.12 19.
3. **Waiver of Subrogation Rights.** Philips shall require the carriers of required coverages to waive all rights of subrogation against Customer, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit Philips and Philips' employees or agents from waiving the right of subrogation prior to a loss or claim. Philips hereby waives all rights of subrogation against Customer.
4. **Policies Primary and Non-Contributory.** All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by Customer.
5. **Severability of Interests.** Philips agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured that preclude coverage for suits between Philips and Customer or between Customer and any other insured or additional insured under the policy.
6. **Proof of Coverage.** Philips shall furnish Certificates of Insurance to Arrowhead Regional Medical Center evidencing the insurance coverage at the time the Contract is executed, additional blanket endorsements, as required shall be provided prior to the commencement of performance of services hereunder, shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to Arrowhead Regional Medical Center, and Philips shall maintain such insurance from the time Philips commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, Philips shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.
7. **Acceptability of Insurance Carrier.** Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".



8. **Deductibles and Self-Insured Retention.** Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.
9. **Failure to Procure Coverage.** In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, Customer has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by Customer will be promptly reimbursed by Philips or Customer payments to Philips will be reduced to pay for Customer purchased insurance.



Exhibit E

**Levine Act – Campaign Contribution Disclosure**  
(formerly referred to as Senate Bill 1439)

The following is a list of items that are not covered by the Levine Act. A Campaign Contribution Disclosure Form will not be required for the following:

- Contracts that are competitively bid and awarded as required by law or County policy
- Contracts with labor unions regarding employee salaries and benefits
- Personal employment contracts
- Contracts under \$50,000
- Contracts where no party receives financial compensation
- Contracts between two or more public agencies
- The review or renewal of development agreements unless there is a material modification or amendment to the agreement
- The review or renewal of competitively bid contracts unless there is a material modification or amendment to the agreement that is worth more than 10% of the value of the contract or \$50,000, whichever is less
- Any modification or amendment to a matter listed above, except for competitively bid contracts.

**DEFINITIONS**

Actively supporting or opposing the matter: (a) Communicate directly with a member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] for the purpose of influencing the decision on the matter; or (b) testifies or makes an oral statement before the County in a proceeding on the matter for the purpose of influencing the County's decision on the matter; or (c) communicates with County employees, for the purpose of influencing the County's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the Board or County employees for purposes of influencing the County's decision in a matter.

Agent: A third-party individual or firm who, for compensation, is representing a party or a participant in the matter submitted to the Board of Supervisors. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

Otherwise related entity: An otherwise related entity is any for-profit organization/company which does not have a parent-subsidary relationship but meets one of the following criteria:

- (1) One business entity has a controlling ownership interest in the other business entity;
- (2) there is shared management and control between the entities; or
- (3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), "shared management and control" can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

Parent-Subsidiary Relationship: A parent-subsidary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.





**Contractors must respond to the questions on the following page. All references to “Contractor” on this Exhibit refer to Philips. If a question does not apply respond N/A or Not Applicable.**

1. Name of Contractor: Philips Image Guided Therapy Corporation
2. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?  
Yes ☐ If yes, skip Question Nos. 3-4 and go to Question No. 5 No ☒ XX
3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the matter and has a financial interest in the decision: N/A
4. If the entity identified in Question No.1 is a corporation held by 35 or less shareholders, and not publicly traded (“closed corporation”), identify the major shareholder(s): N/A

5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

Company Name	Relationship
Philips Healthcare NA	Parent

6. Name of agent(s) of Contractor:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)
N/A		

7. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subcontractor (1) actively supports the matter and (2) has a financial interest in the decision and (3) will be possibly identified in the contract with the County or board governed special district.

Company Name	Subcontractor(s):	Principal and/or Agent(s):
N/A		

8. Name of any known individuals/companies who are not listed in Questions 1-7, but who may (1) actively support or oppose the matter submitted to the Board and (2) have a financial interest in the outcome of the decision:



Company Name	Individual(s) Name
N/A	

9. Was a campaign contribution, of more than \$500, made to any member of the San Bernardino County Board of Supervisors or other County elected officer within the prior 12 months, by any of the individuals or entities listed in Question Nos. 1-8?

No ☒ If **no**, please skip Question No. 10.

Yes ☐ If **yes**, please continue to complete this form.

10. Name of Board of Supervisor Member or other County elected officer: N/A

Name of Contributor: \_\_\_\_\_

Date(s) of Contribution(s): \_\_\_\_\_

Amount(s): \_\_\_\_\_

Please add an additional sheet(s) to identify additional Board Members or other County elected officers to whom anyone listed made campaign contributions.

By signing the Agreement, Contractor certifies that the statements made herein are true and correct. Contractor understands that the individuals and entities listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$500 to any member of the Board of Supervisors or other County elected officer while award of this Agreement is being considered and for 12 months after a final decision by the County.