

**Fill in this information to identify the case:**

Debtor 1 Clarksdale Regional Medical Center Inc.  
Debtor 2 \_\_\_\_\_  
(Spouse, if filing)  
United States Bankruptcy Court MIDDLE DISTRICT OF TENNESSEE  
Case number: 18-05678

FILED  
U.S. Bankruptcy Court  
MIDDLE DISTRICT OF TENNESSEE  
1/17/2019  
MATTHEW T. LOUGHNEY, Clerk

**Official Form 410  
Proof of Claim****04/16**

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents**; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

**Part 1: Identify the Claim**

<b>1. Who is the current creditor?</b>	<u>Philips Healthcare</u> Name of the current creditor (the person or entity to be paid for this claim)  Other names the creditor used with the debtor _____	
<b>2. Has this claim been acquired from someone else?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
<b>3. Where should notices and payments to the creditor be sent?</b>  Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	<b>Where should notices to the creditor be sent?</b> <u>Philips Healthcare</u> Name c/o Bruce J. Borrus Fox Rothschild LLP 1001 4th Ave. Suite 4500 Seattle, WA 98154  Contact phone <u>2066243600</u> Contact email <u>bborrus@foxrothschild.com</u>  Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	<b>Where should payments to the creditor be sent? (if different)</b> _____ Name  Contact phone _____ Contact email _____
<b>4. Does this claim amend one already filed?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY	
<b>5. Do you know if anyone else has filed a proof of claim for this claim?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	

**Part 2: Give Information About the Claim as of the Date the Case Was Filed**

<b>6. Do you have any number you use to identify the debtor?</b>	<div style="display: flex; justify-content: space-between;"><div><input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor:</div><div style="border-bottom: 1px solid black; width: 150px; text-align: right;">8305</div></div>
<b>7. How much is the claim?</b>	<div style="display: flex; justify-content: space-between;"><div style="width: 40%;">\$ <span style="border-bottom: 1px solid black; display: inline-block; width: 150px; text-align: right;">151738.84</span></div><div style="width: 55%;"><b>Does this amount include interest or other charges?</b> <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).</div></div>
<b>8. What is the basis of the claim?</b>	<p>Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).</p> <p>Limit disclosing information that is entitled to privacy, such as healthcare information.</p> <p>Medical equipment, goods, and services. See attached invoices.</p> <div style="border-bottom: 1px solid black; height: 1.2em;"></div>
<b>9. Is all or part of the claim secured?</b>	<div style="display: flex; justify-content: space-between;"><div><input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. The claim is secured by a lien on property.</div><div style="width: 80%;"><b>Nature of property:</b> <input type="checkbox"/> Real estate. If the claim is secured by the debtor's principal residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i>. <input type="checkbox"/> Motor vehicle <input type="checkbox"/> Other. Describe: <div style="border-bottom: 1px solid black; height: 1.2em; width: 100%;"></div></div></div> <div style="display: flex; justify-content: space-between;"><div><b>Basis for perfection:</b></div><div style="border-bottom: 1px solid black; width: 80%;"></div></div> <p>Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)</p> <div style="display: flex; justify-content: space-between;"><div><b>Value of property:</b></div><div>\$ <div style="border-bottom: 1px solid black; width: 150px;"></div></div></div> <div style="display: flex; justify-content: space-between;"><div><b>Amount of the claim that is secured:</b></div><div>\$ <div style="border-bottom: 1px solid black; width: 150px;"></div></div></div> <div style="display: flex; justify-content: space-between;"><div><b>Amount of the claim that is unsecured:</b></div><div>\$ <div style="border-bottom: 1px solid black; width: 150px;"></div> (The sum of the secured and unsecured amounts should match the amount in line 7.)</div></div> <div style="display: flex; justify-content: space-between;"><div><b>Amount necessary to cure any default as of the date of the petition:</b></div><div>\$ <div style="border-bottom: 1px solid black; width: 150px;"></div></div></div> <div style="display: flex; justify-content: space-between;"><div><b>Annual Interest Rate</b> (when case was filed)</div><div><div style="border-bottom: 1px solid black; width: 100px;"></div> %</div></div> <div style="display: flex; justify-content: space-between;"><div><input type="checkbox"/> Fixed <input type="checkbox"/> Variable</div><div></div></div>
<b>10. Is this claim based on a lease?</b>	<div style="display: flex; justify-content: space-between;"><div><input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Amount necessary to cure any default as of the date of the petition.</div><div style="border-bottom: 1px solid black; width: 100%;"></div></div>
<b>11. Is this claim subject to a right of setoff?</b>	<div style="display: flex; justify-content: space-between;"><div><input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Identify the property:</div><div style="border-bottom: 1px solid black; width: 100%;"></div></div>

<b>12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. <i>Check all that apply.</i>	<b>Amount entitled to priority</b>
A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.	<input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Up to \$2,850* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7). <input type="checkbox"/> Wages, salaries, or commissions (up to \$12,850*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4). <input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8). <input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5). <input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)( <u>  </u> ) that applies	\$ _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____
* Amounts are subject to adjustment on 4/01/19 and every 3 years after that for cases begun on or after the date of adjustment.		

### Part 3: Sign Below

**The person completing this proof of claim must sign and date it. FRBP 9011(b).**

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

**A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157 and 3571.**

Check the appropriate box:

- ☒ I am the creditor.  
☐ I am the creditor's attorney or authorized agent.  
☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.  
☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this Proof of Claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this Proof of Claim and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 1/17/2019  
MM / DD / YYYY

/s/ Christopher Edgerton

Signature

Print the name of the person who is completing and signing this claim:

Name	<u>Christopher Edgerton</u>		
	First name	Middle name	Last name
Title	<u>Senior Credit Risk Manager</u>		
Company	<u>Philips Global Business Services, North America</u>		
Address	<u>Identify the corporate servicer as the company if the authorized agent is a servicer</u> <u>511 Union Street, Suite900</u> <u>Number Street</u> <u>Nashville, TN 37219</u> <u>City State ZIP Code</u>		
Contact phone	<u></u>		Email <u></u>

**94068305 Clarksdale Regional-Northwest Mississippi Regional Medical Center**

**Contracts**

41909659

**Invoices**

76081982	\$ 6,795.58
935875149	\$ 140,443.74
936842478	\$ 1,882.30
937102426	\$ 2,617.22
	<u>\$ 151,738.84</u>



Philips Healthcare

# SERVICE INVOICE

## INVOICE AMOUNT

\$6,795.58

INVOICE NO.	DATE	PAGE
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76081982	02/15/2018	1 / 1
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## PURCHASE ORDER NUMBER

829-5962896S

**BILL TO:** 94068305

MERIT HEALTH NORTHWEST MISSISSIPPI

PO BOX 1218

CLARKSDALE MS 38614-1218

**REMIT TO:**

PHILIPS HEALTHCARE

PO Box 100355

ATLANTA GA 30384-0355


ATTN: ACCOUNTS PAYABLE DEPT

Description	Billing Start Date	Billing End Date	Total
"Service Contract" See attachment for details	03/01/2018	03/31/2018	6,351.01
STATE SALES TAX	\$444.57	SUB TOTAL	\$6,351.01
COUNTY TAX	\$0.00	TOTAL SALES TAX	\$444.57
CITY TAX	\$0.00	TOTAL AMOUNT OF THIS INVOICE	\$6,795.58
DISTRICT TAX	\$0.00		

PHILIPS HEALTHCARE APPRECIATES YOUR BUSINESS.  
IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT:  
Josue M 1-800-456-9756

**PAYMENT DUE: Within 30 Days Due Net**  
**ACH / EFT INSTRUCTIONS**

BANK OF AMERICA  
1850 GATEWAY BLVD.  
CONCORD, CA 94520  
ABA # 1110-0001-2  
ACCT # 3750202223  
REMIT FAX: 425-482-8856

 <h1>PHILIPS</h1> <p>Philips Healthcare 3000 Minuteman Road, MS 2214 Andover, MA 01810 <b>Remit To Address</b> Philips Healthcare PO Box 100355 Atlanta, GA 30384-0355</p>		<b>Issue Date</b> 12/21/2017	<b>Invoice number</b> 935875149	<b>Page</b> 1 / 13
		<b>Due Date</b> 01/20/2018	<b>Order Date</b> 11/03/2017	<b>Order number</b> 6304042539
		<b>Purchase Order Number:</b> 829-6553025C		
		<b>Payment terms:</b> Net 30 Days		
<b>Ship to:</b> 94049610  Merit Health Northwest Mississippi 829 Clarksdale Stores 1970 Hospital Dr CLARKSDALE MS 38614-7202 UNITED STATES		<b>INVOICE REPRINT</b>  <b>Contact Person:</b> Josue M 1-800-456-9756		
<b>Sold to:</b> 94049610  Merit Health Northwest Mississippi 1970 Hospital Dr CLARKSDALE MS 38614-7202 UNITED STATES		<b>Invoice to:</b> Attn : Accounts Payable Merit Health Northwest Mississippi 829 902 AC 662-624-3435 PO 829-6553025C PO Box 1218 CLARKSDALE MS 38614-1218  <b>Customer Number</b> 94068305		
<b>ACH/EFT funds to:</b> Bank of America 1850 Gateway Blvd ABA Number 111000012 Account 3750202223 Concord, CA 94520-3282 Email notification to cashmgmt.inquiries@Philips.com Fax remittance to: (425) 482-8856 Attn: Cash Mgmt Dept.		<b>Special Comments</b>		
<b>Federal EIN:</b> 13-3429115		<b>Shipping Terms:</b> FOB DESTINATION		
<b>Item</b>	<b>Article - / type number / description</b>	<b>Qty</b>	<b>Unit</b>	<b>Unit Amt ( USD )</b>  <b>Total amount ( USD )</b>
0010 866062_NAM	IntelliVue MX450 US	5	PCE	
866062_NAM	Philips IntelliVue MX450 monitor			
	SL1 MX450 Standard Monitor	5		10,790.00
	MX450 Standard Monitor with 12" touchscreen that supports four waves and three invasive pressures when combined with the Multi-Measurement Server or X2 and extensions. Monitor includes critical care software that can support up to 20 patient profiles, enabling screens and alarm settings to be tailored to individual patients. Includes basic labor and installation.			53,950.00
	Agreement Discount			-42.00 %
	Net Value Not Including Freight			-22,659.00
				31,291.00
	Bill of Lading: Ship Date : Route : Carrier : Eagle Global Logistics			



# PHILIPS

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

**Issue Date**  
12/21/2017

**Invoice number**  
935875149

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**Due Date**  
01/20/2018

**Order Date**  
11/03/2017


**Order number**  
6304042539

**Purchase Order Number:**  
829-6553025C

## INVOICE REPRINT


**Payment terms:**  
Net 30 Days


Item	Article - / type number / description	Qty	Unit	Unit Amt ( USD)	Total amount ( USD)
	Commodity code : Agreement #:				
	Serial number(s):				
	DE351A6425				
	DE351A6428				
	DE351A6430				
	DE351A6437				
	DE351A6484				
0020	H1028B 890500	1	PCE	18,525.00	18,525.00
	Installation Site Services				
	Project ID: MT091217MSB01TC-A				
	A04 Facilities Implem Solutions				
	Net Value Not Including Freight				18,525.00
	Bill of Lading:				
	Ship Date :				
	Route :				
	Carrier : Eagle Global Logistics				
	Commodity code : 9018191000				
0030	H1028B 890500	1	PCE	4,230.00	4,230.00
	Installation Site Services				
	Project ID: MT091217MSB01TC-A				
	A07 Project Mngemt Impl Solutions				
	Net Value Not Including Freight				4,230.00
	Bill of Lading:				
	Ship Date :				
	Route :				
	Carrier : Eagle Global Logistics				
	Commodity code : 9018191000				
0040	H1028B 890500	1	PCE	2,830.00	2,830.00
	Installation Site Services				
	Project ID: MT091217MSB01TC-A				
	A13 Product Upgrade Implem Solutns				
	Net Value Not Including Freight				2,830.00

 <h1>PHILIPS</h1> <p>Philips Healthcare 3000 Minuteman Road, MS 2214 Andover, MA 01810</p>		<b>Issue Date</b> 12/21/2017	<b>Invoice number</b> 935875149	<b>Page</b> 3 / 13
		<b>Due Date</b> 01/20/2018	<b>Order Date</b> 11/03/2017	<b>Order number</b> 6304042539
		<b>Purchase Order Number:</b> 829-6553025C		
<b>INVOICE</b> REPRINT		<b>Payment terms:</b> Net 30 Days		


Item	Article - / type number / description	Qty	Unit	Unit Amt ( USD)	Total amount ( USD)
	Bill of Lading: Ship Date : Route : Carrier : Eagle Global Logistics  Commodity code : 9018191000				
0050	MXU0299 MXU0299 Display Flt Pnl non-touch PIICiX 23" NEC	1	PCE	589.00	589.00
	Project ID: MT091217MSB01TC-A				
	Net Value Not Including Freight				589.00
	Bill of Lading: Ship Date : Route : Carrier : Eagle Global Logistics  Commodity code :				
0060	989805700093 989805700093 UPS Smart 750VA LCD (i)	2	PCE	514.00	1,028.00
	Project ID: MT091217MSB01TC-A				
	Net Value Not Including Freight				1,028.00
	Bill of Lading: Ship Date : Route : Carrier : Eagle Global Logistics  Commodity code :				
0070	890539 890539 Clinical Config. & Impl. Services (CMS)	1	PCE		
	A01 1 Standard Shift	1		1,945.00	1,945.00
	Net Value Not Including Freight				1,945.00
	Bill of Lading: Ship Date : Route : Carrier : Eagle Global Logistics				




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		Due Date 01/20/2018		Order Date 11/03/2017	Order number 6304042539	
		Purchase Order Number: 829-6553025C				
INVOICE REPRINT		Payment terms: Net 30 Days				
Item	Article - / type number / description		Qty	Unit	Unit Amt ( USD)	Total amount ( USD)
	Commodity code : 9018195500					
0080	890539	Clinical Config. & Impl. Services (CMS)	1	PCE		
	890539	A06 1 Overtime Shift	1		2,520.00	2,520.00
	Net Value Not Including Freight					2,520.00
	Bill of Lading:					
	Ship Date :					
	Route :					
	Carrier : Eagle Global Logistics					
	Commodity code : 9018195500					
0090	890539	Clinical Config. & Impl. Services (CMS)	1	PCE		
	890539	A12 IntelliVue Screen Creation	1		2,175.00	2,175.00
	Net Value Not Including Freight					2,175.00
	Bill of Lading:					
	Ship Date :					
	Route :					
	Carrier : Eagle Global Logistics					
	Commodity code : 9018195500					
0100	MXU0472	Cat5/5e/6 Cable Terminate & TIA/EAI Test	5	PCE	150.00	750.00
	MXU0472					
	Net Value Not Including Freight					750.00
	Bill of Lading:					
	Ship Date :					
	Route :					
	Carrier : Eagle Global Logistics					
	Commodity code :					
0110	866389	IntelliVue Information Center iX	1	PCE		
	866389	10U Upgrade M3150 to B /pt	10		270.00	2,700.00
		1PU Upgrade Standalone Base B	1		0.00	0.00
		DFU Add'l Hardcopy IFU	1		0.00	0.00

 <h1>PHILIPS</h1> <p>Philips Healthcare 3000 Minuteman Road, MS 2214 Andover, MA 01810</p>		Issue Date 12/21/2017		Invoice number 935875149		Page 5 / 13			
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		Purchase Order Number: 829-6553025C							
INVOICE REPRINT		Payment terms: Net 30 Days							

Item	Article - / type number / description	Qty	Unit	Unit Amt ( USD)	Total amount ( USD)
	E17 12-Lead Capture/Expt eB/pt	10		0.00	0.00
	MDK Additional Media Kits	1		0.00	0.00
	PSC Philips Supplied Network	1		0.00	0.00
	RVB PIIC iX Software Release B	1		0.00	0.00
	UPC Upgrade from PIIC Classic	1		0.00	0.00
	UPG Upgrade Software Version	1		0.00	0.00
	Agreement Discount			-42.00 %	-1,134.00
	Net Value Not Including Freight				1,566.00
	Bill of Lading:				
	Ship Date :				
	Route :				
	Carrier : Eagle Global Logistics				
	Country of origin : United States				
	Commodity code : 8523510000				
	Agreement #: GTLHT00039				
	Serial number(s):				
	1Z36-3ALK-7				
0120 866390 866390	IntelliVue Information Center iX Expand	1	PCE		
	C14 HL7 Vitals Signs I/F /pt	10		194.00	1,940.00
	CX2 ADT Interface B/pt	10		194.00	1,940.00
	DFU Add'l Hardcopy IFU	1		0.00	0.00
	MDK Additional Media Kits	1		0.00	0.00
	NEW New Add On or Expand	1		0.00	0.00
	RVB PIIC iX Software Release B	1		0.00	0.00
	Agreement Discount			-42.00 %	-1,629.60
	Net Value Not Including Freight				2,250.40
	Bill of Lading:				
	Ship Date :				
	Route :				
	Carrier : Eagle Global Logistics				

 <h1>PHILIPS</h1> <p>Philips Healthcare 3000 Minuteman Road, MS 2214 Andover, MA 01810</p>		Issue Date 12/21/2017	Invoice number 935875149		Page 6 / 13		
		Due Date 01/20/2018	Order Date 11/03/2017	Order number 6304042539			
		Purchase Order Number: 829-6553025C					
<b>INVOICE</b> REPRINT		Payment terms: Net 30 Days					

Item	Article - / type number / description	Qty	Unit	Unit Amt ( USD)	Total amount ( USD)
	Country of origin : United States Commodity code : 0000000003 Agreement #: GTLHT00039 Serial number(s): US00819322				
0130 866424 866424	PIIC iX Hardware	1	PCE		
	HS1 PC Hardware with SSD	1		3,850.00	3,850.00
	Agreement Discount			-42.00 %	-1,617.00
	Net Value Not Including Freight				2,233.00
	Bill of Lading: Ship Date : Route : Carrier : Eagle Global Logistics				
	Commodity code : 0000000003 Agreement #: GTLHT00039 Serial number(s): US43333998  1139SS159164 2UA73927VS				
0140 M1668A 989803145061	CBL 5 Lead ECG Trunk, AAMI/IEC 2.7m	5	PCE	119.00	595.00
	5 Lead ECG Trunk Cable. AAMI/IEC2.7m Trunk can be used for either color code system. 1 trunk cable per bag. Cable length= 2,7 m (9ft) Replaces older trunk cables: M1520A and M1530A. Use with new leadsets: M1671A, M1672A, M1673A, M1674A, M1675A, M1678A, M1622A, M1624A, M1626A, M1968A				
	Agreement Discount			-27.00 %	-160.65
	Net Value Not Including Freight				434.35
	Bill of Lading: Ship Date : Route : Carrier : Eagle Global Logistics				

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<b>INVOICE</b> REPRINT		Payment terms: Net 30 Days					

Item	Article - / type number / description	Qty	Unit	Unit Amt ( USD)	Total amount ( USD)
	Country of origin : Germany Commodity code : 8544429090 Agreement #: GTLHT00039				
0150	M1968A 989803125841	5	PCE	110.00	550.00
	CBL 5 Leadset, Grabber, AAMI, ICU  5 Lead Set Grabber AAMI, ICU. Full color coded wire leadset with easy to manage wires. Packaged 1 set per bag. Cable length: 1,6m (5,3 ft) Replaces old M1623A lead set. Must be used with new trunk cable designs: M1668A, M1669A, M1663A and M1949A				
	Agreement Discount			-27.00 %	-148.50
	Net Value Not Including Freight				401.50
	Bill of Lading: Ship Date : Route : Carrier : Eagle Global Logistics				
	Country of origin : Germany Commodity code : 8544602000 Agreement #: GTLHT00039				
0160	M1599B 989803104341	5	PCE	66.00	330.00
	Adult NIBP Air Hose 3.0m				
	Agreement Discount			-27.00 %	-89.10
	Net Value Not Including Freight				240.90
	Bill of Lading: Ship Date : Route : Carrier : FEDEX				
	Country of origin : Germany Commodity code : 9018199530 Agreement #: GTLHT00039				
0170	M1191BL 989803144381	5	PCE	270.00	1,350.00
	Reusable Adult SpO2 Sensor  Reusable Adult SpO2 Sensor with 8-pin connector for use on patients >50kg. Application: finger. Cable is 3.0M				



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3000 Minuteman Road, MS 2214  
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**Purchase Order Number:**  
829-6553025C

## INVOICE REPRINT

**Payment terms:**  
Net 30 Days

Item	Article - / type number / description	Qty	Unit	Unit Amt ( USD)	Total amount ( USD)
	Connects directly to 8-pin devices. Cannot be used with adapter or extension cables.				
	Agreement Discount			-27.00 %	-364.50
	Net Value Not Including Freight				985.50
	Bill of Lading:				
	Ship Date :				
	Route :				
	Carrier : FEDEX				
	Country of origin : Germany				
	Commodity code : 9018199560				
	Agreement #: GTLHT00039				
	Serial number(s):				
	1742G52920				
	1742G52921				
	1742G52922				
	1742G52923				
	1742G52924				
0180 M3002A 865039	IntelliVue Multi Measurement Server X2	5	PCE		
	IntelliVue MMS X2 Patient Monitor. Includes: Standard Measurement Parameter (ECG, NBP, Respiration). 3.5 inch TFT display with touch screen operation. 3 user configurable waves. EASI 12 Lead & 12 Lead ECG display. 24 Hrs of Numeric and Graphical Trends. ST Segment Analysis on all monitored leads. ST-Map. Print ready report. ECG Sync Signal Output. Included Full Networking Capability and Full Arrhythmia capability. 1 battery included to provide 3 Hrs of operations. Up to 3 spare batteries allowed to order.				
	Order Instruction:				
	To complete the order, the Measurements (#A01, A03, A04) MUST be defined. #J45 is US only. #J47 is available worldwide, but not US. Pls follow the respective instructions for cables and supplies. Only one Measurement option can be ordered.				
	A01 FAST SPO2	5		7,354.00	36,770.00
	C06 IBP and Temp	5		828.00	4,140.00
	E20 MMS Mount	5		299.00	1,495.00



# PHILIPS

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

<b>Issue Date</b> 12/21/2017	<b>Invoice number</b> 935875149		<b>Page</b> 9 / 13
<b>Due Date</b> 01/20/2018	<b>Order Date</b> 11/03/2017	<b>Order number</b> 6304042539	
<b>Purchase Order Number:</b> 829-6553025C			

## INVOICE REPRINT

**Payment terms:**  
Net 30 Days

Item	Article - / type number / description	Qty	Unit	Unit Amt ( USD)	Total amount ( USD)
	E31 Carrying Handle	5		158.00	790.00
	SC1 SRL Cable 0.75m	5		0.00	0.00
	Agreement Discount			-42.00 %	-18,141.90
	Net Value Not Including Freight				25,053.10
	Bill of Lading: Ship Date : Route : Carrier : FEDEX  Country of origin : Germany Commodity code : 9018195500 Agreement #: GTLHT00039 Serial number(s): DE654U6323  DE654U6324  DE654U6325  DE654U6328  DE654U6331				
0190 M3015A 862393	Microstream CO2 Extension	2	PCE	5,172.00	10,344.00
	Microstream CO2 Extension works together with the IntelliVue Multi-Measurement Module (MMS) and the IntelliVue X2 Multi-Measurement Module and IntelliVue MP2 Patient Monitor. The base product provides CO2 waveform, inspired minimum (imCO2), endtidal CO2 (etCO2) and Airway Respiration Rate (awRR) of intubated and non-intubated adult, pediatric and neonatal patients varies care areas inside the hospital. Optional Invasive Pressure and Temperature can be selected via C-option.  Ordering Instructions: Exactly one of the K-options may be ordered together with each M3015A base product. A wide variety of Microstream accessories is available for intubated and non-intubated patients, for humidified or non-humidified ventilation, and for CO2 measurement with or without supplemental Oxygen (O2) delivery via Philips MCS and K-options.				
	C06 Invasive press/temp measur	2		614.00	1,228.00
	Agreement Discount			-42.00 %	-4,860.24



# PHILIPS

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

**Issue Date**  
12/21/2017

**Invoice number**  
935875149

Page 10 / 13

**Due Date**  
01/20/2018

**Order Date**  
11/03/2017


**Order number**  
6304042539

**Purchase Order Number:**  
829-6553025C

## INVOICE REPRINT

**Payment terms:**  
Net 30 Days

Item	Article - / type number / description	Qty	Unit	Unit Amt ( USD)	Total amount ( USD)
	Net Value Not Including Freight				6,711.76
	Bill of Lading:				
	Ship Date :				
	Route :				
	Carrier : FEDEX				
	Country of origin : Germany				
	Commodity code : 9018199560				
	Agreement #: GTLHT00039				
	Serial number(s):				
	DE455B5880				
	DE455B5882				
0200	M8002AU	M8002A Trade-up Options	5	PCE	
	865062				
	E37 Single CPU Upgrade w/o SW	5		1,258.00	6,290.00
	SUL Upgrade to SW Rev. L.xx	5		1,053.00	5,265.00
	Agreement Discount			-42.00 %	-4,853.10
	Net Value Not Including Freight				6,701.90
	Bill of Lading:				
	Ship Date :				
	Route :				
	Carrier : FEDEX				
	Country of origin : Germany				
	Commodity code : 0000000003				
	Agreement #: GTLHT00039				
	Serial number(s):				
	DE49054972				
	L150043533				
	DE49054973				
	L150043534				
	DE49054974				
	L150043535				
	DE49054975				

 <h1>PHILIPS</h1> <p>Philips Healthcare 3000 Minuteman Road, MS 2214 Andover, MA 01810</p>		<b>Issue Date</b> 12/21/2017	<b>Invoice number</b> 935875149	<b>Page 11 / 13</b>
		<b>Due Date</b> 01/20/2018	<b>Order Date</b> 11/03/2017	<b>Order number</b> 6304042539
		<b>Purchase Order Number:</b> 829-6553025C		
<b>INVOICE</b> REPRINT		<b>Payment terms:</b> Net 30 Days		

Item	Article - / type number / description	Qty	Unit	Unit Amt ( USD)	Total amount ( USD)				
	L150043536 DE49054976								
	L150043537								
0210 M3001A 862442	IntelliVue Multi Measurement Server	5	PCE						
	IntelliVue Multi Measurement Server. Includes ECG: 3/5/6-lead, derived 12-lead ECG from 5/6 leads (EASI/Hexad), Impedance Respiration, NBP, choice of SpO2 technology. Optionally: combined Pressure/Temp, conventional 12-lead ECG.								
	Ordering Instruction: Works with the IntelliVue Patient Monitor family. NOTE: One AXX option must be ordered! Conventional 12-lead ECG (C12) and Invasive Pressure/Temperature parameter combination (C06) can be ordered concurrently. Measurement accessories can be ordered using Hxx and/or Kxx options.								
	A01 PHILIPS FAST SpO2	5		5,613.00	28,065.00				
	C06 Combined IBP/Temp	5		624.00	3,120.00				
	C12 Conventional 12-Lead ECG	5		821.00	4,105.00				
	SC1 SRL Connect Cable - 0.75 m	5		0.00	0.00				
	Agreement Discount			-42.00 %	-14,821.80				
	Net Value Not Including Freight				20,468.20				
	Bill of Lading:								
	Ship Date :								
	Route :								
	Carrier : FEDEX								
	Country of origin :	Germany							
	Commodity code :	9018199560							
	Agreement #:	GTLHT00039							
	Serial number(s):								
	DE6520H3HZ								
	DE6520H4DL								
	DE6520H4DV								
	DE6520H4E5								
	DE6520H4EE								





# PHILIPS

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

**Issue Date**  
12/21/2017

**Invoice number**  
935875149

Page 12 / 13

**Due Date**  
01/20/2018

**Order Date**  
11/03/2017

**Order number**  
6304042539

**Purchase Order Number:**  
829-6553025C

**INVOICE**  
REPRINT

**Payment terms:**  
Net 30 Days

Item	Article - / type number / description	Qty	Unit	Unit Amt ( USD)	Total amount ( USD)
				Total Gross Value	203,409.00
				Discount Amount	-70,479.39
				Net Value	132,929.61
				Total tax	7,514.13
				Total	140,443.74



# PHILIPS

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

**Issue Date**  
12/21/2017

**Invoice number**  
935875149

Page 13 / 13

**Due Date**  
01/20/2018

**Order Date**  
11/03/2017

**Order number**  
6304042539

**Purchase Order Number:**  
829-6553025C

## INVOICE REPRINT

**Payment terms:**  
Net 30 Days

Item	Article - / type number / description	Qty	Unit	Unit Amt ( USD)	Total amount ( USD)
------	---------------------------------------	-----	------	--------------------	------------------------

This Invoice for the products listed herein is issued pursuant to, and any PO for the items herein will be accepted subject to the Master Agreement and/or Contract ("Agreement") between Philips Healthcare and the Sold To Party. If no Agreement is identified at the item level or the products and/or services are not covered by this Agreement, this order is issued pursuant to, and any PO for the items herein will be accepted subject to the Philips Terms and Conditions of Sale posted at <http://www.usa.philips.com/healthcare/about> ("Philips Terms").

Additionally, if the Agreement is a Premier Contract, any Product(s) identified under the Premier Contract appearing as an item in this Order (except for Products under the Premier Physiological Monitoring Group Purchasing Agreement) and any PO for the applicable Premier Products herein, will be accepted and are also subject to the Philips Terms, to the extent they do not expressly conflict with the terms and conditions of the referenced Premier Contract

Seller represents that these goods were produced in compliance with all applicable requirements of section 6, 7 and 12 of the Fair Labor Standards Act, as amended herein regulations and orders of the United States Department of Labor issued under section 14 thereof.

The following clause only refers to US-origin products as indicated in this document:  
These commodities, technology or software were exported from the United States for ultimate destination United States in accordance with the Export Administration Regulations. Diversion contrary to U.S. law is prohibited.

Health Care Providers are reminded that if the purchase of goods or services includes a discount, such as a price reduction or a loan of goods at reduced cost, they must fully and accurately report such discount on cost reports or other applicable claims for payment submitted under any Federal Health Care Program, including but not limited to Medicare and Medicaid as required by Federal law (see 42 USA 1320a - 7(b)(3) and 42 CFR 1001.952(h)).



Philips Healthcare

**SERVICE INVOICE**  
REPRINT

INVOICE NO.	DATE	PAGE
936842478	06/15/2018	1 / 1

SERVICE ORDER NO. / CASE NO.

48041123 / 0111087215

INVOICE AMOUNT

1,882.30

PURCHASE ORDER NO.

7496806642

**BILL TO:** 94068305

Merit Health Northwest Mississippi  
PO Box 1218  
Clarksdale MS 38614-1218

**SHIP TO:** 94049610

Curae Health Inc d/b/a Northwest  
Mississippi Medical Center  
1970 Hospital Dr  
CLARKSDALE MS 38614-7202

**REMIT TO:**

PHILIPS HEALTHCARE  
PO BOX 100355  
ATLANTA GA 30384-0355

ATTN: ACCOUNTS PAYABLE DEPT

FEDERAL TAX ID# 13-3429115

\*\*\* FOR ADDITIONAL REMIT TO \*\*\*  
SEE BELOW INFORMATION

REQUESTOR(CUSTOMER)	CUSTOMER TELE NO.	REGION	CONTRACT TYPE	CONTRACT NO	EXP DATE
Sasha Monty	6626243283	HI-00-01	T&M	N/A	N/A
SITE NUMBER	DESCRIPTION	SN	REPORTED PROBLEM		
66964889	Xcelera R4.X	175	Xc: Unable to see the cd/dvd recorder (H		
FIELD SERVICE ENGR	SERVICE ACTIVITY	DAMAGE		CAUSE	
		Customer Environmental Concern		Environmental Cause	

LINE NO.	ACTIVITY DATE	PRODUCT DESCRIPTION	QTY	UNIT PRICE	TOTAL
10	06/05/2018	Remote support service	1.84	199.00	366.16
20	06/05/2018	Remote support service	7.00	199.00	1,393.00

For hourly billed service, Philips Healthcare requires a customer Purchase Order prior to dispatch of a Field Service Engineer. For contract customers requiring service outside of the contract coverage hours, Philips Healthcare suggests that the contract customer establish a standing PO for delivery of such service.

**TOTAL AMOUNT OF THIS INVOICE** \$1,882.30

**PAYMENT :** Within 30 Days Due Net

ACH / EFT INSTRUCTIONS

PHILIPS HEALTHCARE APPRECIATES YOUR BUSINESS.  
IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT:  
Josue M 1-800-456-9756

BANK OF AMERICA  
1850 GATEWAY BLVD.  
CONCORD, CA 95420  
ABA # 1110-0001-2  
ACCT# 375020223  
REMIT FAX: 425-482-8856

## Philips Healthcare North America DEMAND SERVICE TERMS AND CONDITIONS

Philips Healthcare, a Division of Philips Electronics North America Corporation (Philips) will provide maintenance, calibration, repair, upgrades, and other quoted service (Services) on the medical imaging, monitoring and related equipment owned or operated by Customer (Equipment), along with replacement of certain parts, assemblies and accessories, and LifeCycle Solutions all as requested by Customer, solely upon the terms and conditions stated herein. Customer's acceptance of the Services constitutes its agreement of these terms and conditions.

1. **SERVICE** The Services will be performed during Service Coverage hours at Philips standard prices in effect as of the date of service. At Philips discretion, replacement parts may be provided on an exchange (refurbished) or new part basis. Replaced parts become Philips property.

2. **EXCLUSIONS** a. The Services do not include: (i) servicing or replacing components of the Equipment other than those parts listed in this agreement; (ii) servicing the Equipment if the Equipment Site or Equipment is contaminated with blood or other potentially infectious substances; (iii) the failure of anyone other than Philips subcontractor or Philips to comply with Philips written instructions or recommendations; (iv) any combining of the Equipment with a product or software of other manufacturers other than those recommended by Philips; (v) any alteration or improper storage, handling, use or maintenance of the Equipment by anyone other than Philips subcontractor or Philips; (vi) damage caused by an external source, regardless of nature; (vii) neglect or misuse of the Equipment. b. The Services do not include, unless specifically quoted by Philips: (i) providing or paying the cost of any rigging, facility, structural alteration, or accessory incident to the Services or Equipment; (ii) any cost of materials, supplies, parts or labor supplied by any party other than Philips or Philips subcontractors; (iii) the cost of consumable materials, including but not limited to cushions, knee supports, pads magnetic media, cryogenes, PET calibration sources, film or other supply items, unless specifically included in this Agreement; (iv) the cost of factory reconditioning; (v) providing software updates, back-up copies of software, or the programming of custom code.

3. **COVERAGE** Philips will provide Customer the Services Mondays through Fridays, 8:00 AM to 5:00 PM Customer local time, excluding Philips observed holidays. Subject to the availability of personnel and repair parts, Philips will provide, at Customer request and additional expense, service relating to certain excluded items (invoiced at Philips then-current standard rates for material and labor) or service outside the Service Coverage hours (invoiced at Philips applicable rate for out-of-hours service of this type in effect for hourly service customers with similar Equipment, including round trip travel time). Customer will be charged a minimum of two hours on-site time plus applicable travel charges per service visit. Other travel expenses and overnight living expenses will be charged at actual cost in accordance with Philips standards for business expense reimbursement of Philips employees.

4. **CUSTOMER RESPONSIBILITIES** As a condition to Philips undertaking to provide Services, Customer will: (i) assure the Equipment Site is in a clean and sanitary condition and that the Equipment has been cleaned and decontaminated after contact with blood or other potentially infectious material; (ii) dispose of any hazardous or biological waste generated as a result of Philips servicing the Equipment; (iii) maintain the Equipment Site and environment (including temperature and humidity control, incoming power quality, and fire protection system) in a condition suitable for operation of the Equipment; (iv) operate the Equipment in accordance with the published manufacturer's operating instructions; (v) make normal operator adjustments to the Equipment as specified in the published manufacturer's operating instructions; (vi) provide Philips service personnel full and free access to the Equipment at the scheduled service time. Customer agrees to pay Philips at the prevailing demand service rates for all time spent by Philips service personnel waiting for access to the Equipment.

5. **PAYMENT** The total charge, plus applicable tax, will be due thirty (30) days from the date of Philips invoice, except as otherwise stated in the applicable Philips quotation. The total charge will be the sum of all parts, assemblies, accessories, consumables, transportation, special handling, on-site labor, travel time, travel expense, and other chargeable Services. Customer will pay interest on any amount not paid when due at the maximum rate permitted by applicable law.

6. **EXCUSABLE DELAYS** Philips is excused from performing the Services 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, or Equipment being contaminated with blood or other potentially infectious material.

7. **PAYMENT DEFAULT** In the event of Customer's failure to pay any amount due within 10 days of when payment is due, Philips may, at its option, (i) withhold performance hereunder or under any other agreements with Customer until a reasonable time after all defaults have been cured (ii) declare all sums due and to become due, to be immediately due and payable hereunder and under such other agreements; (iii) commence collection activities for all sums due or to become due hereunder, all at Customer's expense, including but not limited to costs and expenses of collection, collection agency fees, and reasonable attorney's fees, and (iv) pursue any other remedies permitted by law.

8. **WARRANTY** Philips warrants that parts installed and labor performed by Philips will be free from defects in material and workmanship. Diagnostic Imaging Equipment parts are warranted for ninety (90) days from the date of installation if the parts are installed by Philips or Philips Subcontractors or thirty (30) days from delivery if the parts are not installed by Philips. Monitoring and medical IT equipment parts are warranted for ninety (90) days from the date of delivery. Replacement parts may contain refurbished components. If such components are used, they will be warranted as new. Glassware is covered under separate Warranties. Adjustment of claims under a parts warranty will result only in replacement of that part. Parts cannot be returned for credit only. Parts failures that result from improper installation or service procedures or any other external factors will not be covered under this warranty. Philips obligations are limited, at Philips option, to the repair or the replacement of the part or a portion thereof, or to a refund of a portion of the price paid by Customer. If Philips determines that any parts or labor fail to meet the foregoing warranties, Philips shall correct any such failure, at its sole option either: (a) by repairing any defective or damaged part and furnishing the necessary labor to resolve any problems directly associated with the service work performed by Philips, or (b) for parts not installed by Philips, by making available at the place of installation any necessary repaired, exchange or replacement parts or assemblies. This warranty will not apply to 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 Equipment other than in accordance with Philips applicable Equipment specifications and written instructions; abuse, negligence, accident, loss, or damage in transit; improper site preparation; unauthorized maintenance or modifications to the Equipment; or, to viruses or similar software interference resulting from the connection of the Equipment to a network. Philips does not provide a warranty for 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 breach of this warranty.

9. **WARRANTY DISCLAIMER** Any warranties applicable to labor or replacement parts provided in connection with the Services are described herein. EXCEPT AS EXPRESSLY SET FORTH HEREIN, PHILIPS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND No warranty of Merchantability or fitness for a particular purpose applies to anything provided by PHILIPS SUBCONTRACTOR OR PHILIPS.

10. **PARTS RETURN** All parts must have a return authorization (RA) before a return will be accepted. Returns are subject to a restocking fee up to 25% of the original purchase price for unopened returns with quality seal intact, or 35% of original purchase price for opened returns with broken quality seal; all returns regardless of the quality of the returned part are subject to the minimum restocking fee of \$75.

11. **LIMITATIONS OF REMEDIES AND DAMAGES** Philips total liability, if any, and Customer's exclusive remedy with respect to the Services and Philips performance hereunder is limited to an amount not to exceed the price paid for the part or service that is the basis for the claim. IN NO EVENT WILL PHILIPS BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST REVENUES OR PROFITS, OR THE COST OF SUBSTITUTE PARTS OR SERVICES, WHETHER ARISING FROM BREACH OF THE TERMS IN THIS AGREEMENT, BREACH OF WARRANTY, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHER TORT. PHILIPS WILL HAVE NO LIABILITY FOR ANY ASSISTANCE PHILIPS PROVIDES THAT IS NOT REQUIRED HEREUNDER.

12. **PROPRIETARY SERVICE MATERIALS** In connection with the installation, configuration, maintenance, repair and de-installation of the Equipment, Philips might deliver to the Equipment site and use certain proprietary service materials (including software, diagnostic tools and written or electronic documentation) that have not been purchased by or licensed to Customer. The presence of this property within the Equipment 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. Any access to or use of this property by anyone other than Philips personnel is prohibited. Customer consents to Philips removal of all or any part of this property at any time.

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, Customer agrees that the services provided by Philips are subject solely to the terms and conditions set forth herein, and that Customer guarantees the payment of all monies due or that may become due in spite of any collateral arrangements Customer may have with such Third Party Organization or any payments Customer have 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 agrees to promptly pay for such parts and services on demand.

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

15. **INDEPENDENT CONTRACTOR** Philips is customer's independent contractor. Philips employees are under Philips exclusive direction and control. Philips subcontractor's employees are under Philips subcontractor's exclusive direction and control. Nothing in this Agreement will be construed to designate Philips or any of Philips employees or Philips subcontractors or any of their employees as Customer employees, agents, joint ventures or partners.

16. **RECORD RETENTION AND ACCESS** If Section 1861 (v) (1) (I) of the Social Security Act applies to the Services, Subsections (i) and (ii) of that Sections are made a part of these terms. In such an event, Philips agrees to retain and make available, and to 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. **PRIVACY** In the course of providing the Services to Customer, it is necessary for Philips to have access to, view and/or download computer files from the Equipment 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, medical record number) and non-health information (e.g. date of birth, gender). Philips will process Personal Data only to the extent necessary to fulfill its Service obligations under this Agreement.

18. **SUBCONTRACTORS AND ASSIGNMENTS** Philips may subcontract to service contractors of Philips choice any of Philips service obligations to Customer. No such subcontract will release Philips from those obligations to Customer. Customer may not assign its rights hereunder or the responsibility for payments due without Philips prior express written consent.

19. **SURVIVAL, WAIVER, SEVERABILITY, CHOICE OF LAW** Customer's obligation to pay any money due to Philips in connection with the Services shall continue until Philips has received all such amounts. All of Philips rights, privileges and remedies with respect to the Services will continue in full force and effect. Philips failure to enforce any provision of these terms is not a waiver of that provision or of Philips right to later enforce each and every provision. If any part of these terms is found to be invalid, the remaining part will be effective. The law of the state of New York will govern any interpretation of these terms and any dispute between Philips and Customer without regard to the principles of choice of law.

20. **ENTIRE AGREEMENT** These terms constitute the entire understanding of the parties and supersede 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 specifically rejected and will not apply to the transactions contemplated herein. No prior proposals, statements, course of dealing, course of performance, usage of trade or industry standard will apply to the Services or modify these terms.

21. **AUTHORITY TO EXECUTE** In executing this Service, the parties hereto acknowledge that they have read each of these terms and conditions hereof on behalf of their respective interests, that they know and understand the same, and have requested the services with the express authority to do so.



Philips Healthcare

**SERVICE INVOICE**  
REPRINT

INVOICE NO.	DATE	PAGE
937102426	07/31/2018	1 / 1

SERVICE ORDER NO. / CASE NO.

47913023 / 0110948070

INVOICE AMOUNT

2,617.22

PURCHASE ORDER NO.

749-6737116

BILL TO: 94068305

Merit Health Northwest Mississippi  
PO Box 1218  
Clarksdale MS 38614-1218

SHIP TO: 94049610

Curae Health Inc d/b/a Northwest  
Mississippi Medical Center  
1970 Hospital Dr  
CLARKSDALE MS 38614-7202

REMIT TO:

PHILIPS HEALTHCARE  
PO BOX 100355  
ATLANTA GA 30384-0355

ATTN: ACCOUNTS PAYABLE DEPT

FEDERAL TAX ID# 13-3429115

\*\*\* FOR ADDITIONAL REMIT TO\*\*\*  
SEE BELOW INFORMATION

REQUESTOR(CUSTOMER)	CUSTOMER TELE NO.	REGION	CONTRACT TYPE	CONTRACT NO	EXP DATE
Cleaven Rush	16626243123	US-S6-1B	T&M	N/A	N/A

SITE NUMBER	DESCRIPTION	SN	REPORTED PROBLEM
38162049	HeartStart MRx monitor/defib	US00318220	data card pins need replace

FIELD SERVICE ENGR	SERVICE ACTIVITY	DAMAGE	CAUSE
		Mechanical repair	Wear-out / Breakage / Mech Failure

LINE NO.	ACTIVITY DATE	PRODUCT DESCRIPTION	QTY	UNIT PRICE	TOTAL
10	07/25/2018	Restored Processor Board PCA 453563478461/M3535-68101 Made in: United States	1.00	2,056.00	2,056.00
20	07/25/2018	Repair Center Labour	2.00	195.00	390.00

STATE SALES TAX	\$171.22	PARTS SUB TOTAL	\$2,056.00	SUB TOTAL	\$2,446.00
COUNTY TAX	\$0.00	LABOR SUB TOTAL	\$390.00		
CITY TAX	\$0.00	MISC CHARGES SUB TOTAL	\$0.00	TOTAL SALES TAX	\$171.22
DISTRICT TAX	\$0.00				

For hourly billed service, Philips Healthcare requires a customer Purchase Order prior to dispatch of a Field Service Engineer. For contract customers requiring service outside of the contract coverage hours, Philips Healthcare suggests that the contract customer establish a standing PO for delivery of such service.

**TOTAL AMOUNT OF THIS INVOICE** \$2,617.22

**PAYMENT :** Within 30 Days Due Net

ACH / EFT INSTRUCTIONS

PHILIPS HEALTHCARE APPRECIATES YOUR BUSINESS.  
IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT:  
Josue M 1-800-456-9756

BANK OF AMERICA  
1850 GATEWAY BLVD.  
CONCORD, CA 95420  
ABA # 1110-0001-2  
ACCT# 3750202223  
REMIT FAX: 425-482-8856

## Philips Healthcare North America DEMAND SERVICE TERMS AND CONDITIONS

Philips Healthcare, a Division of Philips Electronics North America Corporation (Philips) will provide maintenance, calibration, repair, upgrades, and other quoted service (Services) on the medical imaging, monitoring and related equipment owned or operated by Customer (Equipment), along with replacement of certain parts, assemblies and accessories, and LifeCycle Solutions all as requested by Customer, solely upon the terms and conditions stated herein. Customer's acceptance of the Services constitutes its agreement of these terms and conditions.

1. **SERVICE** The Services will be performed during Service Coverage hours at Philips standard prices in effect as of the date of service. At Philips discretion, replacement parts may be provided on an exchange (refurbished) or new part basis. Replaced parts become Philips property.

2. **EXCLUSIONS** a. The Services do not include: (i) servicing or replacing components of the Equipment other than those parts listed in this agreement; (ii) servicing the Equipment if the Equipment Site or Equipment is contaminated with blood or other potentially infectious substances; (iii) the failure of anyone other than Philips subcontractor or Philips to comply with Philips written instructions or recommendations; (iv) any combining of the Equipment with a product or software of other manufacturers other than those recommended by Philips; (v) any alteration or improper storage, handling, use or maintenance of the Equipment by anyone other than Philips subcontractor or Philips; (vi) damage caused by an external source, regardless of nature; (vii) neglect or misuse of the Equipment. b. The Services do not include, unless specifically quoted by Philips: (i) providing or paying the cost of any rigging, facility, structural alteration, or accessory incident to the Services or Equipment; (ii) any cost of materials, supplies, parts or labor supplied by any party other than Philips or Philips subcontractors; (iii) the cost of consumable materials, including but not limited to cushions, knee supports, pads magnetic media, cryogenes, PET calibration sources, film or other supply items, unless specifically included in this Agreement; (iv) the cost of factory reconditioning; (v) providing software updates, back-up copies of software, or the programming of custom code.

3. **COVERAGE** Philips will provide Customer the Services Mondays through Fridays, 8:00 AM to 5:00 PM Customer local time, excluding Philips observed holidays. Subject to the availability of personnel and repair parts, Philips will provide, at Customer request and additional expense, service relating to certain excluded items (invoiced at Philips then-current standard rates for material and labor) or service outside the Service Coverage hours (invoiced at Philips applicable rate for out-of-hours service of this type in effect for hourly service customers with similar Equipment, including round trip travel time). Customer will be charged a minimum of two hours on-site time plus applicable travel charges per service visit. Other travel expenses and overnight living expenses will be charged at actual cost in accordance with Philips standards for business expense reimbursement of Philips employees.

4. **CUSTOMER RESPONSIBILITIES** As a condition to Philips undertaking to provide Services, Customer will: (i) assure the Equipment Site is in a clean and sanitary condition and that the Equipment has been cleaned and decontaminated after contact with blood or other potentially infectious material; (ii) dispose of any hazardous or biological waste generated as a result of Philips servicing the Equipment; (iii) maintain the Equipment Site and environment (including temperature and humidity control, incoming power quality, and fire protection system) in a condition suitable for operation of the Equipment; (iv) operate the Equipment in accordance with the published manufacturer's operating instructions; (v) make normal operator adjustments to the Equipment as specified in the published manufacturer's operating instructions; (vi) provide Philips service personnel full and free access to the Equipment at the scheduled service time. Customer agrees to pay Philips at the prevailing demand service rates for all time spent by Philips service personnel waiting for access to the Equipment.

5. **PAYMENT** The total charge, plus applicable tax, will be due thirty (30) days from the date of Philips invoice, except as otherwise stated in the applicable Philips quotation. The total charge will be the sum of all parts, assemblies, accessories, consumables, transportation, special handling, on-site labor, travel time, travel expense, and other chargeable Services. Customer will pay interest on any amount not paid when due at the maximum rate permitted by applicable law.

6. **EXCUSABLE DELAYS** Philips is excused from performing the Services 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, or Equipment being contaminated with blood or other potentially infectious material.

7. **PAYMENT DEFAULT** In the event of Customer's failure to pay any amount due within 10 days of when payment is due, Philips may, at its option, (i) withhold performance hereunder or under any other agreements with Customer until a reasonable time after all defaults have been cured (ii) declare all sums due and to become due, to be immediately due and payable hereunder and under such other agreements; (iii) commence collection activities for all sums due or to become due hereunder, all at Customer's expense, including but not limited to costs and expenses of collection, collection agency fees, and reasonable attorney's fees, and (iv) pursue any other remedies permitted by law.

8. **WARRANTY** Philips warrants that parts installed and labor performed by Philips will be free from defects in material and workmanship. Diagnostic Imaging Equipment parts are warranted for ninety (90) days from the date of installation if the parts are installed by Philips or Philips Subcontractors or thirty (30) days from delivery if the parts are not installed by Philips. Monitoring and medical IT equipment parts are warranted for ninety (90) days from the date of delivery. Replacement parts may contain refurbished components. If such components are used, they will be warranted as new. Glassware is covered under separate Warranties. Adjustment of claims under a parts warranty will result only in replacement of that part. Parts cannot be returned for credit only. Parts failures that result from improper installation or service procedures or any other external factors will not be covered under this warranty. Philips obligations are limited, at Philips option, to the repair or the replacement of the part or a portion thereof, or to a refund of a portion of the price paid by Customer. If Philips determines that any parts or labor fail to meet the foregoing warranties, Philips shall correct any such failure, at its sole option either: (a) by repairing any defective or damaged part and furnishing the necessary labor to resolve any problems directly associated with the service work performed by Philips, or (b) for parts not installed by Philips, by making available at the place of installation any necessary repaired, exchange or replacement parts or assemblies. This warranty will not apply to 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 Equipment other than in accordance with Philips applicable Equipment specifications and written instructions; abuse, negligence, accident, loss, or damage in transit; improper site preparation; unauthorized maintenance or modifications to the Equipment; or, to viruses or similar software interference resulting from the connection of the Equipment to a network. Philips does not provide a warranty for 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 breach of this warranty.

9. **WARRANTY DISCLAIMER** Any warranties applicable to labor or replacement parts provided in connection with the Services are described herein. EXCEPT AS EXPRESSLY SET FORTH HEREIN, PHILIPS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND No warranty of Merchantability or fitness for a particular purpose applies to anything provided by PHILIPS SUBCONTRACTOR OR PHILIPS.

10. **PARTS RETURN** All parts must have a return authorization (RA) before a return will be accepted. Returns are subject to a restocking fee up to 25% of the original purchase price for unopened returns with quality seal intact, or 35% of original purchase price for opened returns with broken quality seal; all returns regardless of the quality of the returned part are subject to the minimum restocking fee of \$75.

11. **LIMITATIONS OF REMEDIES AND DAMAGES** Philips total liability, if any, and Customer's exclusive remedy with respect to the Services and Philips performance hereunder is limited to an amount not to exceed the price paid for the part or service that is the basis for the claim. IN NO EVENT WILL PHILIPS BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST REVENUES OR PROFITS, OR THE COST OF SUBSTITUTE PARTS OR SERVICES, WHETHER ARISING FROM BREACH OF THE TERMS IN THIS AGREEMENT, BREACH OF WARRANTY, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHER TORT. PHILIPS WILL HAVE NO LIABILITY FOR ANY ASSISTANCE PHILIPS PROVIDES THAT IS NOT REQUIRED HEREUNDER.

12. **PROPRIETARY SERVICE MATERIALS** In connection with the installation, configuration, maintenance, repair and de-installation of the Equipment, Philips might deliver to the Equipment site and use certain proprietary service materials (including software, diagnostic tools and written or electronic documentation) that have not been purchased by or licensed to Customer. The presence of this property within the Equipment 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. Any access to or use of this property by anyone other than Philips personnel is prohibited. Customer consents to Philips removal of all or any part of this property at any time.

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, Customer agrees that the services provided by Philips are subject solely to the terms and conditions set forth herein, and that Customer guarantees the payment of all monies due or that may become due in spite of any collateral arrangements Customer may have with such Third Party Organization or any payments Customer have 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 agrees to promptly pay for such parts and services on demand.

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

15. **INDEPENDENT CONTRACTOR** Philips is customer's independent contractor. Philips employees are under Philips exclusive direction and control. Philips subcontractor's employees are under Philips subcontractor's exclusive direction and control. Nothing in this Agreement will be construed to designate Philips or any of Philips employees or Philips subcontractors or any of their employees as Customer employees, agents, joint ventures or partners.

16. **RECORD RETENTION AND ACCESS** If Section 1861 (v) (1) (I) of the Social Security Act applies to the Services, Subsections (i) and (ii) of that Sections are made a part of these terms. In such an event, Philips agrees to retain and make available, and to 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. **PRIVACY** In the course of providing the Services to Customer, it is necessary for Philips to have access to, view and/or download computer files from the Equipment 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, medical record number) and non-health information (e.g. date of birth, gender). Philips will process Personal Data only to the extent necessary to fulfill its Service obligations under this Agreement.

18. **SUBCONTRACTORS AND ASSIGNMENTS** Philips may subcontract to service contractors of Philips choice any of Philips service obligations to Customer. No such subcontract will release Philips from those obligations to Customer. Customer may not assign its rights hereunder or the responsibility for payments due without Philips prior express written consent.

19. **SURVIVAL, WAIVER, SEVERABILITY, CHOICE OF LAW** Customer's obligation to pay any money due to Philips in connection with the Services shall continue until Philips has received all such amounts. All of Philips rights, privileges and remedies with respect to the Services will continue in full force and effect. Philips failure to enforce any provision of these terms is not a waiver of that provision or of Philips right to later enforce each and every provision. If any part of these terms is found to be invalid, the remaining part will be effective. The law of the state of New York will govern any interpretation of these terms and any dispute between Philips and Customer without regard to the principles of choice of law.

20. **ENTIRE AGREEMENT** These terms constitute the entire understanding of the parties and supersede 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 specifically rejected and will not apply to the transactions contemplated herein. No prior proposals, statements, course of dealing, course of performance, usage of trade or industry standard will apply to the Services or modify these terms.

21. **AUTHORITY TO EXECUTE** In executing this Service, the parties hereto acknowledge that they have read each of these terms and conditions hereof on behalf of their respective interests, that they know and understand the same, and have requested the services with the express authority to do so.

# MIDDLE DISTRICT OF TENNESSEE

## Claims Register

[3:18-bk-05678 Clarksdale Regional Medical Center Inc.](#)

**Judge:** Charles M Walker

**Chapter:** 11

**Office:** Nashville

**Last Date to file claims:**

**Trustee:**

**Last Date to file (Govt):**

*Creditor:* (6823938)

**Claim No:** 31

*Status:*

Philips Healthcare

*Original Filed*

*Filed by:* CR

c/o Bruce J. Borrus

*Date:* 01/17/2019

*Entered by:* admin

Fox Rothschild LLP

*Original Entered*

*Modified:*

1001 4th Ave. Suite 4500

*Date:* 01/17/2019

Seattle, WA 98154

Amount claimed: \$151738.84

*History:*

[Details](#) [31-1](#) 01/17/2019 Claim #31 filed by Philips Healthcare, Amount claimed: \$151738.84 (admin)

*Description:*

*Remarks:* (31-1) Account Number (last 4 digits):8305

## Claims Register Summary

**Case Name:** Clarksdale Regional Medical Center Inc.

**Case Number:** 3:18-bk-05678

**Chapter:** 11

**Date Filed:** 08/24/2018

**Total Number Of Claims:** 1

<b>Total Amount Claimed*</b>	\$151738.84
<b>Total Amount Allowed*</b>	

\*Includes general unsecured claims

**The values are reflective of the data entered. Always refer to claim documents for actual amounts.**

	<b>Claimed</b>	<b>Allowed</b>
<b>Secured</b>		
<b>Priority</b>		
<b>Administrative</b>		