Governing Board

June 27, 2018 2:00 PM
Delta Point Building, Emerald Room
Conference Dial-in Number: (641)715-3272
Participant Access Code: 935683#
Notice is hereby given that a meeting of the UMC Governing Board has been called and will be held on Wednesday, June 27, 2018, commencing at 2:00 p.m. at the location listed above to consider the following:

**SECTION 1. OPENING CEREMONIES**

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

1. **Public Comment**

PUBLIC COMMENT. This is a period devoted to comments by the general public about items on this agenda. If you wish to speak to the Board about items within its jurisdiction but not appearing on this agenda, you must wait until the “Comments by the General Public” period listed at the end of this agenda. Comments will be limited to three minutes. Please step up to the speaker's podium, clearly state your name and address and please **spell** your last name for the record. If any member of the Board wishes to extend the length of a presentation, this will be done by the Chair or the Board by majority vote.
2. Approval of minutes of the regular meeting of the UMC Governing Board on May 30, 2018. *(Available at University Medical Center, Administrative Office)* *(For possible action)*

3. Approval of Agenda. *(For possible action)*

SECTION 2: CONSENT ITEMS:

4. Approve the agreements with Philips Healthcare, a division of Philips North America LLC ("Philips") for the Catheterization Laboratory ("Cath Lab") replacement project; authorize the CEO to sign any future change orders within his delegated authority; and take action as deemed appropriate. *(For possible action)*

5. Approve Amendment Two to the Professional Services Agreement between Jerry L. Cade, M.D., and University Medical Center of Southern Nevada; and take action as deemed appropriate. *(For possible action)*

6. Approve the Amendment Number Nine to Hospital Agreement between Cigna Health and Life Insurance Company and University Medical Center of Southern Nevada; and take action as deemed appropriate. *(For possible action)*

7. Approve the Ratification of Fourth Amendment to Memorandum of Understanding between DaVita Medical IPA Nevada, LLC d/b/a JSA P5 Nevada LLC and d/b/a Healthcare Partners of Nevada and University Medical Center of Southern Nevada; and take action as deemed appropriate. *(For possible action)*

8. Approve and recommend for approval by the Board of Hospital Trustees for University Medical Center of Southern Nevada, the Third Amendment of Lease and Extension of Term with Mark Street Property, LLC and Richard and Joylin Vandenberg 1990 Living Trust for rentable space for the UMC Sunset Quick Care and Primary Care at 525 Marks Street; and take action as deemed appropriate. *(For possible action)*

9. Approve the Sales Quote to purchase Centrella Smart Beds and Progressa ICU Beds with Hill-Rom Company, Inc.; and take action as deemed appropriate. *(For possible action)*

10. Approve the ViewMate™ Ultrasound Imaging Console with Battery, EnSite Precision™ Cardiac Mapping System Capital Purchase Agreement between Abbott Laboratories Inc. and University Medical Center of Southern Nevada; and take action as deemed appropriate. *(For possible action)*

11. Approve the Facility Commitment Agreement with Cardinal Health 108, LLC and University Medical Center of Southern Nevada; and take action as deemed appropriate. *(For possible action)*

12. Approve the Consignment Letter of Commitment Agreement with Cardinal Health 108, LLC and University Medical Center of Southern Nevada; and take action as deemed appropriate. *(For possible action)*
13. Approve the NaviCare® Nurse Call Sales Proposal between Hill-Rom Company, Inc. and University Medical Center of Southern Nevada; authorize the Chief Executive Officer to execute future Change Orders within the not-to-exceed amount of this Sales Proposal; and take action as deemed appropriate. *(For possible action)*

14. Approve the Interlocal Agreement for Physical Examinations between The Las Vegas Metropolitan Police Department and University Medical Center of Southern Nevada; and take action as deemed appropriate. *(For possible action)*

**SECTION 3: BUSINESS ITEMS**

15. Receive annual required training from Rani Gill, Compliance Officer, on compliance for hospital governing boards. *(For possible action)*

16. Receive a presentation on the Cath Lab Financials; and take any action deemed appropriate. *(For possible action)*

17. Receive a report from the Governing Board Strategic Planning Committee; and take any action deemed appropriate. *(For possible action)*

18. Receive a report from the Governing Board Clinical Quality and Professional Affairs Committee; and take any action deemed appropriate. *(For possible action)*

19. Receive a report from the Governing Board Audit and Finance Committee; and take any action deemed appropriate. *(For possible action)*

20. Receive the monthly financial report for May FY18; and take any action deemed appropriate. *(For possible action)*

21. Receive an update on the University of Nevada Las Vegas School of Medicine; and take any action deemed appropriate. *(For possible action)*

22. Receive an update from the Hospital CEO; and take any action deemed appropriate. *(For possible action)*

**SECTION 4: EMERGING ISSUES**

23. Identify emerging issues to be addressed by staff or by the Board at future meetings; and direct staff accordingly. *(For possible action)*

**COMMENTS BY THE GENERAL PUBLIC**

A period devoted to comments by the general public about matters relevant to the Board’s jurisdiction will be held. No action may be taken on a matter not listed on the posted agenda. Comments will be limited to three minutes. Please step up to the speaker’s podium, clearly state your name and address and please spell your last name for the record.

All comments by speakers should be relevant to the Board’s action and jurisdiction.
UMCSN ADMINISTRATION KEEPS THE OFFICIAL RECORD OF ALL PROCEEDINGS OF UMCSN GOVERNING BOARD. IN ORDER TO MAINTAIN A COMPLETE AND ACCURATE RECORD OF ALL PROCEEDINGS, ANY PHOTOGRAPH, MAP, CHART, OR ANY OTHER DOCUMENT USED IN ANY PRESENTATION TO THE BOARD SHOULD BE SUBMITTED TO UMCSN ADMINISTRATION. IF MATERIALS ARE TO BE DISTRIBUTED TO THE BOARD, PLEASE PROVIDE SUFFICIENT COPIES FOR DISTRIBUTION TO UMCSN ADMINISTRATION AND COUNTY COUNSEL.

THE BOARD MEETING ROOM IS ACCESSIBLE TO INDIVIDUALS WITH DISABILITIES. WITH TWENTY-FOUR (24) HOUR ADVANCE REQUEST, A SIGN LANGUAGE INTERPRETER MAY BE MADE AVAILABLE (PHONE: 765-7949).
The University Medical Center Governing Board met in regular session, at the regular place of meeting in the Emerald Room, 901 Rancho Lane, Suite 180, Las Vegas, Clark County, Nevada, on Wednesday, May 30, 2018 at the hour of 2:00 p.m. The meeting was called to order at the hour of 2:07 p.m. by Chair John O’Reilly. The following members were present, which constituted a quorum of the members thereof:

**CALL TO ORDER**

**Board Members:**

Present:
- John O’Reilly, Chair
- Donald Mackay, M.D., Vice-Chair
- Robyn Caspersen
- Jeff Ellis
- Harry Hagerty (Via Phone)
- Laura Lopez-Hobbs
- Jeff Ellis
- Christian Haase
- Mary Lynn Palenik
- Renee Franklin

Absent:

**Ex-Officio Members:**

Present:
- Barbara Fraser, Ex-Officio (Via Phone at 2:30)
- Barbara Atkinson, M.D., UNLV School of Medicine
- Dr. Frederick Lippmann, Chief of Staff

Absent:

Also Present:
- Mason VanHouweling, Chief Executive Officer
- Susan Pitz, General Counsel
- Terra Lovelin, Board Secretary
SECTION 1. OPENING CEREMONIES

PLEDGE OF ALLEGIANCE

ITEM NO. 1 PUBLIC COMMENT

Chair John O’Reilly asked if there were any persons present in the audience wishing to be heard on any item on this agenda.

Speakers: None

ITEM NO. 2 Approval of minutes of the regular meeting of the UMC Governing Board on April 25, 2018. (Available at University Medical Center, Administrative Office) (For possible action)

FINAL ACTION: A motion was made by Member Franklin that the minutes be approved as recommended. Motion carried by unanimous vote.

ITEM NO. 3 Approval of Agenda (For possible action)

Member Caspersen commented that with regards to Business Item Number 7, instead of the word, “Replacement”, perhaps it should have said “Implementation”, when referring to the Epic update.

FINAL ACTION: A motion was made by Member Franklin that the agenda be approved as presented. Motion carried by unanimous vote.

SECTION 2. CONSENT ITEMS

ITEM NO. 4 Approve and recommend for approval by the Board of Hospital Trustees for University Medical Center of Southern Nevada, the Third Amendment to Preliminary Affiliation Agreement with the Board of Regents of the Nevada System of Higher Education (NSHE) on behalf of the University of Nevada, Las Vegas and its School of Medicine (UNLV School of Medicine or School); and take action as deemed appropriate. (For possible action)

DOCUMENT(S) SUBMITTED:
- UNLV Third Amendment

FINAL ACTION: A motion was made by Vice-Chair Mackay to approve as recommended. Motion carried by unanimous vote.
ITEM NO. 5  Approve Amendment One to RFP No. 2016-10 Service Agreement for release of medical information and copying services between MRO Corporation d/b/a MRO and University Medical Center of Southern Nevada; and take action as deemed appropriate. *(For possible action)*

**DOCUMENT(S) SUBMITTED:**
- Amendment 1 to Service Agreement

**FINAL ACTION:** A motion was made by Vice-Chair Mackay to approve as recommended. Motion carried by unanimous vote.

ITEM NO. 6  Approve Amendment Six to Agreement for Staff Augmentation Services between Optimum Healthcare IT, LLC and University Medical Center of Southern Nevada; and take action as deemed appropriate. *(For possible action)*

**DOCUMENT(S) SUBMITTED:**
- Amendment 6 to Staff Augmentation Services

**FINAL ACTION:** A motion was made by Vice-Chair Mackay to approve as recommended. Motion carried by unanimous vote.

SECTION 3: Business Items

ITEM NO. 7  Receive an update on the replacement of the Electronic Health Record (EHR) product; and take any action deemed appropriate. *(For possible action)*

**DOCUMENT(S) SUBMITTED:**
- Epic Deployment and Phase II Overview

**DISCUSSION:** Lonnie Richardson, Chief Information Officer updated the Board on Phase Two of the implementation.

At this time staff is in the middle of implementing UNLV’s 12 practice plans, imaging system and billing system and it is going quite well.

Mr. Richardson praised Dr. Gardner and his team for their great teamwork as this has been a very tight deadline. The project will be completed by July 1, 2018.

The second part of Phase Two is deployment of new modules which include Laboratory Beaker, which replaces the Cerner Environment, Oncology, and Transplant, along with a few others. Additionally, Epic is being upgraded to Epic 2018.

Chair O’Reilly asked if there was a way for patients to access their other medical records at UMC so their records are visible via the Share Everywhere function.
Mr. Richardson replied that other hospitals can view UMC patient records even if they do not have Epic as the EHR.

A discussion ensued regarding billing and what steps are being taken to ensure accurate billing with the modules.

FINAL ACTION: None

ITEM NO. 8 Receive a presentation by Deb Fox, CNO, on the progress of UMC toward Pathways to Excellence and Magnet designations. *(For possible action)*

DOCUMENT(S) SUBMITTED:
- Pathways to Excellence and Magnet Designation

DISCUSSION: Deb Fox, CNO provided an overview on the progress of Pathways to Excellence and Magnet.

The three main reasons why UMC would pursue both Pathways to Excellence and Magnet designation:
1. It is the right thing to do for our patients.
2. It is a part of being a premier academic health center
3. It creates a strong collaborative culture where every discipline is valued for their expertise.

Each designation stands on its own and focuses on different standards and measures of success. Only 162 hospitals have Pathways to Excellence designation and there are zero hospitals in Nevada that have achieved Magnet.

For most organizations it takes two to three years for the Pathways designation to be achieved. UMC is registering in June of this year, document submission will occur in late Spring of 2019, and we expect the designation in late summer of 2019.

Magnet is considered to be the universal “gold standard” for clinical excellence across the world. Magnet hospitals attract top tier talent, foster a collaborative culture, advances nursing standards and grows the facility’s business and financial success.

The process for Magnet designation usually takes 4 to 4.5 years to achieve and UMC is on track for achieving this in the year 2021.

UMC is on track for reaching the Pathways to Excellence designation in late Summer of 2019.

Vice Chair Dr. Mackay asked if once UMC achieves Magnet status, can the status also be taken away.

Ms. Fox replied that every four years there is a resurvey and a survey team will come out and look at a multitude of things. They can pull the designation if certain requirements are not met.
ITEM NO. 9  Receive a report from the Governing Board Human Resources and Executive Compensation Committee; and take any action deemed appropriate.  *(For possible action)*

**DOCUMENT(S) SUBMITTED:**
- None submitted

**DISCUSSION:**  Jeff Ellis, Chair of the Human Resources Committee provided a summary on the May 21, 2018 meeting.

The Committee received a report from the Nevada State Hospital Association on Board certification. It didn’t sound like it would be too time consuming for our board to get the educational hours required as most of the training can be achieved through our own board meetings.

A summary was received from CEO VanHouweling on his committee’s goals and achievements thus far.

**FINAL ACTION:**  None

ITEM NO. 10  Receive a report from the Governing Board Audit and Finance Committee; and take any action deemed appropriate.  *(For possible action)*

**DOCUMENT(S) SUBMITTED:**
- None submitted

**DISCUSSION:**  Robyn Caspersen, Chair of the Audit and Finance Committee, provided a summary of the meeting that was held on May 16, 2018.

The committee received an audit report from Nathan Strohl, Internal Auditor on Emergency Medicine Physicians.

An update from Mr. Richardson was presented on Phase Two of the Epic implementation.

The April monthly financials were discussed and the Board will be presented with those.

DNFB days were discussed and Ms. Wakem presented a plan to reduce the number of days to eight by the end of the fiscal year.

The committee approved the changes to the CEO’s delegation of authority and recommended it for approval by this board today.
ITEM NO. 11  Approve and adopt the changes to the Resolution delegating authority of certain agreements to the Chief Executive Officer; and take action as deemed appropriate. *(For possible action)*

**DOCUMENT(S) SUBMITTED:**
- Resolution Redlined
- Resolution Final

**DISCUSSION:** Mr. VanHouweling explained that changes to the language in this resolution, in place since 2014, clarify such things as, the dollar amount of contracts that come to the board, clinical research agreements and training agreements that have no cost to the hospital and accepting grants over a certain amount.

**FINAL ACTION:** A motion was made by Member Caspersen to approve as recommended. Motion carried by unanimous vote.

ITEM NO. 12  Receive the monthly financial report for April FY18; and take any action deemed appropriate. *(For possible action)*

**DOCUMENT(S) SUBMITTED:**
- April FY2018 Financials

**DISCUSSION:** Jennifer Wakem presented the following financial summary for FY2018 for April.

- Net patient revenue for the month exceeded budget by $68,000
- Total operating expenses was above budget by $657,000
- Income from operations was $400,000 on a budget of $1.3 million
- Salaries, wages and benefits were over budget by $856,000
- Total admissions were 2,233, which was up by 31.2%
- In-Patient Surgery cases totaled 917, an increase of 42% from prior year
- ER visits totaled 9,619, down from prior year 7.7%
- Length of Stay was down 4.77%

The status of the DSH repayment was discussed. The state auditors for DSH are currently reviewing FY15 and have given us a preliminary look at what we would have to pay back for FY2015. Ms. Wakem remains hopeful that we will not have to pay back the amount suggested.

**FINAL ACTION:** None
ITEM NO. 13  Receive an update on the University of Nevada Las Vegas School of Medicine; and direct staff accordingly.  *(For possible action)*

**DOCUMENT(S) SUBMITTED:**
- None submitted

**DISCUSSION:** Dean Atkinson provided the following updates.

- The Governor’s task force met this morning and the school received $800,000 for 2 programs; the Critical Care program and Pediatric Emergency Medicine
- New Designated Institutional Officer, Kate Martin, who replaced Dr. Bar On
- New class of residents start June 19
- Medical student second class starts July 16
- Practice plan is now in a revenue stage
- New faculty announced

**FINAL ACTION:** None

ITEM NO. 14  Receive an update from the Hospital CEO; and direct staff accordingly.  *(For possible action)*

**DOCUMENT(S) SUBMITTED:**
- None submitted

**DISCUSSION:** Mason VanHouweling provided the following operating updates.

- The 18 bed Emergency Department Clinical Decision Unit is slated for survey by the state the week of June 18, and the open house will be held on June 15
- A contract to purchase two new cardiac catheter labs will be brought to the A&F committee on June 20
- Tesla magnets are coming and should arrive mid-August
- A Trumpf Surgical table to accompany the DaVinci Robot will be arriving June 1
- Dr. Michael S., UNLV pediatric surgeon is being recognized by Vegas Inc.
- EMS week/Trauma Survivor’s luncheon celebration last week
- Medical District insert in the LV Review Journal

John Espinoza was recognized as Friday is his last day after 32 years. He is retiring and there is a celebration tomorrow that everyone is welcome to attend.

It was also mentioned that Brenna Leising was promoted to Director of Operations for HR.

**FINAL ACTION:** None
SECTION 4: EMERGING ISSUES

ITEM NO. 15 Identify emerging issues to be addressed by staff or by the Board at future meetings; and direct staff accordingly. *(For possible action)*

No emerging issues.

COMMENTS BY THE GENERAL PUBLIC:

No comments

FINAL ACTION: None

There being no further business to come before the Board at this time, at the hour of 3:06 p.m. Chair O'Reilly adjourned the meeting.

Minutes Prepared by: Terra Lovelin

APPROVED:
UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue: Agreements for Cath Lab replacement project

Petitioner: Mason VanHouweling, Chief Executive Officer

Recommendation:

That the Governing Board approve the agreements with Philips Healthcare, a division of Philips North America LLC for the Catheterization Laboratory replacement project; and authorize the Chief Executive Officer to sign the agreements and any future change orders within his delegated authority. *(For possible action)*

FISCAL IMPACT:

| Fund Number: 5430.011 | Fund Name: CC Cap Equip Trans |
| Fund Number: 5420.000 | Fund Name: UMC Operating Fund |
| Fund Center: 3000709100 | Funded Pgm/Grant: N/A |
| Description: Agreements for Cath Lab replacement project |
| Bid/RFP/CBE: NRS 450.525 |
| Term: 68 weeks for build out and installation; one-year warranty |
| Amount: $4,401,893 |
| Out Clause: Budget Act and Fiscal Fund Out |

BACKGROUND:

These agreements are for the purchase, build out and installation of new Philips Azurion 7 C20 and Azurion 7 C12 equipment for University Medical Center of Southern Nevada’s (“UMC”) Cath Lab. This turnkey project will increase UMC’s Cath Lab volume and service lines, which is expected to increase hospital revenue.

The agreements include:
- Quote 1-L4WZAV for the purchase of the Azurion 7 C12 system ($1,170,750.90);
- Quote 1-IQAMK4Z for the purchase and installation of the Azurion 7 C20 system ($3,231,142, which includes build out and installation costs of $2,246,180);
- Amendment to Quotes 1-L4WZAV and 1-IQAMK4Z, which ensures the above-listed quotes comply with UMC and Nevada law requirements; and
- Turnkey Contracting Proposal, which outlines the full project scope for the build out and installation portion of the project ($2,238,330, which is included in Quote 1-IQAMK4Z above).

Both Quotes include a twelve (12) month warranty system and service warranty. Under the Turnkey Contracting Proposal, Philips will facilitate construction for the build out and installation required for the new equipment. Under the proposal, Philips is required to follow the prevailing wage and bonding requirements found in Nevada Revised Statutes Chapter 338.

Cleared for Agenda
June 27, 2018

Agenda Item #
Clinical Director of Specialty Services has reviewed the agreements and recommends approval by the Governing Board.

The agreements have been approved as to form by UMC’s Office of General Counsel.

Philips holds a valid Clark County Business License.

The agreements were reviewed by the Governing Board Audit and Finance Committee at its June 20, 2018 meeting and recommended for approval by the Governing Board.

Respectfully submitted,

Mason VanHouweling
Chief Executive Officer
PHILIPS HEALTHCARE
A division of Philips North America LLC
22100 Bothell Everett Highway
P.O. Box 3003
Bothell, Washington 98041-3003

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<th>Quotation #: 1-1L4WZAV</th>
<th>Rev: 10</th>
<th>Effective From: 08-May-18</th>
<th>To: 07-Jul-18</th>
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<tr>
<td>Presented To: UNIVERSITY MEDICAL CENTER</td>
<td>Present By:</td>
<td>Tel: (720) 354-6928</td>
<td>Fax:</td>
</tr>
<tr>
<td>1800 W CHARLESTON BLVD</td>
<td>Natalie Kies</td>
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<tr>
<td>LAS VEGAS, NV 89102-2386</td>
<td>Account Manager</td>
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<tr>
<td>Sue Keeley</td>
<td>Regional Manager</td>
<td>Tel: (720) 280-5924</td>
<td>Fax:</td>
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Date Printed: 10-May-18

Submit Orders To:

22100 BOTHELL EVERETT HWY
BOTHELL WA 98021

Tel: (949) 726-3100
Fax:(425) 458-0390

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

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Equipment Total: $1,170,750.90

## Solution Summary Detail

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Buying Group: HEALTHTRUST PURCHASING GROUP  
Contract #: 500005

Add'l Terms:

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

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

**Payment Terms:** 0% Down, 80% Upon Delivery, 20% Due When the Product is Available for First Patient Use, Net due 30 days from date of invoice
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**System Type:** New

**Freight Terms:** FOB Destination

**Warranty Terms:** Part numbers beginning with two (2) asterisks (**) are covered by a System 12 Months Warranty. All other part numbers are third (3rd) party items.

**Special Notations:** Contingencies must be removed 120 days before scheduled shipment to assure delivery on specified date. Any rigging costs are the responsibility of the Purchaser.

**Additional Terms:**

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<td>**NNAE548</td>
<td>Azurion C12</td>
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Advanced solution for performing full range of mainstream and complex cardiac and mixed interventions.

**Key benefits**

- See superb anatomical details with the 12 inch detector that offers an up to 39% bigger field of view while maintaining projection flexibility
- Optimized utilization of your lab by procedure based workflow
- Superb image quality to evaluate small details and vessels with clarity
- Intuitive user interaction delivering an easy to use, easy to learn system

Enhancing confidence and insight

With our Live Image Guidance we aim to remove barriers to safer, effective and reproducible treatments, delivering clinical value where it’s needed most - at the point of patient treatment. Intelligent and intuitive integration of live imaging, patient information, and procedure-based applications optimize real time therapy guidance.

The Philips Azurion 7 C12 system is designed to support the full range of mainstream and complex cardiac interventions, including percutaneous coronary interventions, chronic total occlusion, bifurcation treatment and multi-vessel diseases. This future proof solution is designed around a single, standardized hardware and software platform that can be expanded as new needs arise or requirements change. A new workflow approach aims to support interventional teams in carrying out procedures for their patients, consistently and efficiently with great ease of use.

The Philips Azurion 7 C12 uses a range of Procedure Cards to help optimize and standardize system set-up for your cases, from routine to mixed procedures.

Procedure Cards can increase the consistency of exams by offering presets (e.g. most-frequently used, default protocols and user-specified settings) on procedure-, physician- or departmental level. In addition, hospital checklists and/or protocols can be uploaded into the Procedure Cards to help safeguard the consistency of interventional procedures and help to minimize preparation errors.

The Philips Azurion 7 C12 interventional X-ray suite has been specifically designed to save time by enabling the interventional team to work on all activities in the exam room - and at one or more work spots in the control room at the same time - without interrupting each other. This leads to higher throughput and faster exam turnover and contributes to quality of care.

To improve dose management, Philips Zero dose positioning enables you to move the stand and table to the region of interest shown on the last clinical image hold before a new acquisition is started, without any radiation.

**Specifications**

The Philips Azurion series contain a number of features to support a flexible and patient centric procedural workflow.
The Philips Azurion series (within the limits of the used Operating Room table) are intended for use to perform:

- Image guidance in diagnostic, interventional and minimally invasive surgery procedures for the following clinical application areas: vascular, non-vascular, cardiovascular and neuro procedures.
- Cardiac imaging applications including diagnostics, interventional and minimally invasive surgery procedures.

The Philips Azurion 7 C12 system comprises five functional building blocks:
1. Geometry
2. X-ray Generation
3. Image Detection
4. User Interface
5. Viewing
Each functional building block is explained in further detail including accessories.

1. Geometry
A. 7 C12 stand

The ceiling suspended Poly Diagnost G stand offers full cardiovascular projection possibility. This configuration comprises the following features:

- A motorized, ceiling suspended Poly Diagnost G-arm, which can be ceiling rotated to allow a three-sided patient approach at maximum free floor space with full body coverage.
- All stand movements are motorized. The motorized and manual parking movement consists of ceiling rotation and a longitudinal movement. Angulation and rotation of the Poly Diagnost G-arm is motorized at high speeds.
- Parking and longitudinal movement of the Poly Diagnost G stand, can be done both manually and motorized.
- Comfortable, single operator control of stand parking or longitudinal positioning. It provides motorized base rotation at 12 degrees/s from +90 to -90 degrees, and motorized longitudinal movement at 15 cm/s over a maximum range of 440cm (Y stroke) by 260cm (X stroke).

The projection angles for the Poly Diagnost G-arm in the head position (orientated parallel to the table) are:

- rotation 120 degrees LAO to 120 degrees RAO
- angulation 45 degrees cranial to 45 degrees caudal

The projection angles for the Poly Diagnost G-arm in the left or right position of the patient (orientated perpendicular to the table):

- rotation 45 degrees LAO to 45 degrees RAO
- angulation 120 degrees cranial to 120 degrees caudal

Motorized stand movements with variable speed and configurable max speed, allowing:

- rotation up to 25 degrees/s
The depth of the Poly Diagnost G arm is 105 cm. The stand features BodyGuard capacitive sensing for safe and fast positioning of the stand and the Dynamic Flat Detector. The variable source image distance between focus and Dynamic Flat Detector input screen is 890 to 1235 mm. The Dynamic Flat Detector is counter-balanced, which means it can be positioned both manually and motorized.

B. Patient Support
The patient table standard provides very light manual float movement, even for heavy patients, thanks to the mono-bearing technology. The long flat carbon fiber tabletop provides ample space to place e.g. catheters and guidewires. It comprises:

- Table top length of 319 cm, width of 50 cm
- Metal-free cantilever 125 cm
- Floating table-top movement of 120 cm longitudinal and 2 x 18 cm transversal
- Motorized height adjustment from 74.5 - 102.5 cm
- Maximum load: 275 kg (up to 250 kg patient weight plus 25kg accessories or 225kg patient weight plus 50kg accessories) plus 500 N for CPR in any longitudinal position of the table top.

Table accessory set includes:

- 3 rail accessory clamps.
- A patient mattress. A slow recovery foam mattress with a Density of 58 kg/m3. The mattress has a thickness of 5 cm and adapts to the body shape of the patient. It makes the pressure being divided equally and it recovers when the patient is taken off the mattress. The light yellow cover is easy to clean. Patients are more relaxed due to the comfort of this mattress, supporting long interventional procedures.
  - Drip stand.
  - Set of cable holders.
  - Patient straps
  - Arm Support Board
  - Set of Elbow Supports

2. X-ray Generation
A. Generator

The 7 C12 system comprises an integrated, micro-processor controlled Certeray generator based on high frequency converter technique. The user interface control of this X-ray Generator is incorporated in the touch screen module, review module, and the on-screen displays. The Certeray generator comprises:

- X-ray generator 100 kW
- Voltage range is 40 - 125 kV
- Maximum current 1000 mA at 100 kV
- Maximum continuous power for fluoroscopy: 1.5 kW
Program selection:

- Pulsed X-ray up to 3.75, 7.5, 15, 30, 60 (optional) frames/s for digital dynamic exposures
- Pulsed X-ray for pulsed fluoroscopy (3.75, 7.5, 15, 25, 30 frames/s).
- Minimum exposure time of 1 ms
- ECG triggered acquisition: allows acquiring one exposure for each QRS peak with selectable delay time
- Automatic kV and mA control for excellent image quality prior to run to save dose
- X-ray tube load incorporated in the Certeray generator

B. X-ray tube
The 7 C12 system has the Maximus ROTALIX Ceramic grid switch tube assembly MRC200+ GS 0508 integrated.

The MRC200+ GS 05 08 tube assembly and cooling unit CU 3101 for cardiovascular systems comprises:

- 0.5/0.8 mm nominal focal spot values maximal 45 and 85 kW short time load
- Grid switching at pulsed fluoroscopy and low load exposure (to eliminate soft radiation and improve image quality)
- Continuous loadability: 3400 W (at 21 degrees C room temperature) / 4000 W (= Max assembly continuous heat dissipation)
- Application of SpectraBeam dose management
- Tube housing ROT 1001 for oil-cooled X-ray tube with thermal safety switch
- Cooling unit CU 3101 heat exchanger for use in oil-cooled X-ray tube systems
- Maximum anode cooling rate of 1820 kHU/min
- High voltage cables

C. System intrinsic

- Fully digital imaging chain in maximizing the utilization and technology of the x-ray generator, x-ray tube, flat detector and image processing.
- Customizable EPX protocols to each application according to user preferences for different composition of dose rate, pulse speed, filter setting, and image processing (noise reduction, adaptive contour enhancement, adaptive harmonization)
- Built-in SpectraBeam filtering of low energy radiation to improve image quality and dose efficiency with MRC200+ X-ray tubes.
- Pre-filters of 0.2, 0.5 and 1.0 mm CU equivalent
- Automatic cardiac wedge positioning
- X-ray depth collimator with single semi-transparent wedge filter with manual and automatic positioning.
- Xper Beam Shaping, which means that both shutters and wedges can be positioned on the Last image Hold without the need for X-ray radiation.
- Xper Fluoro Storage, a grab function allows storage and archiving of both a fluoro image or the last 20 seconds of fluoroscopy run. These images or runs can be archived and reviewed as a regular run.

D. User selections

- removable anti-scatter grid to lower x-ray dose for pediatrics (grid ratio 13:1)
ECG triggered acquisition, offering the possibility to acquire images at the same phase of the heart cycle. This applies to the low dose fluoro and exposure program for EP applications. This allows patient dose reduction by lowering the pulse rate to 1 pulse per heart and let the physician still focus on relevant items.

Three programmable fluoroscopy modes can be selected from the control module. Each mode has a different composition of dose rate, pulse speed, filter setting, and image processing (noise reduction, adaptive contour enhancement, adaptive harmonization).

E. User dose awareness
DoseWise program: Philips DoseWise program is a set of techniques, programs and practices built into the X-ray system that ensures excellent image quality during each interventional application, while at the same time reducing x-ray dose at every opportunity. The DoseWise comprises of three building blocks to help reduce x-ray dose without compromising diagnostic quality: system intrinsic, user selection and awareness.

On-system monitor display provides and displays body zone specific Air Kerma data (10 zones for cardiac applications) in numeric and graphical bars.

- Graph displays the accumulated Air Kerma dose for the particular body zone of the actual projection
- When the accumulated Air Kerma dose of the particular body zone reaches the critical skin dose level of 2 Gy, it will be indicated on the display and made visible to the x-ray operator.

Radiation Dose Structured Report
Collection of dose relevant parameters and settings and export to a DICOM database (e.g. PACS) (dose information is sent in MPPS message not as Radiation Dose Structure report), according IEC60601-2-43, 2nd Edition. The reported data can be used for, for example:

- Quality improvement: evaluating trends in X-ray dose performance per facility, system and operator. RDSR enables analysis of average dose levels & variance for routinely performed exams and procedures. Also, typical system usage can be extracted from the data, helping to identify root causes behind deviations and measures to improve.
- Analysis of individual patient cases: using dose levels and system usage per procedure
- Alerting for high dose cases, timely identifying patients at risk or deterministic effects, for proper follow-up.

Secondary Capture Dose Report
The Secondary Capture Dose Report function allows the user to save & transfer, manually or automatically, a patient Dose Report to PACS in DICOM secondary capture format. The dose report will be stored in the related patient image folder.

3. Image Detection
The image chain with the 12 inch flat panel image detector comprises the following:

- A 28 cm (12 in.) diagonal triple mode Dynamic Flat Detector subsystem for fluoroscopy and cine-fluorography.
- A 5 modes 11*11/13.5*13.5/16*16/19*19/21*21 [cm] Dynamic Flat Detector
- The outer detector physical housing is 28.3*28.8 [cm]
- The digital output of the Flat detector is 1344*1344 pixels at 16 bit depth.
- The pixel pitch is 154 micron by 154 micron
- The DQE(0) is 77% providing high conversion of X-ray into a digital image, while maintaining a high MTF.
Philips Azurion has a storage capacity of 100,000 images at matrix size of 1024 x 1024, 10 bit. A maximum number of examinations is 999, with no limit to the maximum number of images per examination.

Xres is a multi-resolution spatial temporal noise reduction and edge enhancement filter for interventional applications. Xres exploits the full benefits of dynamic digital flat detector imaging to enhance sharpness and contrast and has been designed to reduce noise in fluoroscopy and exposure runs. The settings for Xres Cardio can be customized to improve image quality. Xres is a Philips unique image processing algorithm developed at Philips Research for medical applications. Xres is used with Philips MR and US scanners next to Philips Azurion systems.

4. User Interface

User Interface in Examination Room

The User Interface comprises a variety of User Interface modules in the Examination Room. There is the On-Screen Display, the touch screen module, Viewpad and the control modules. The On-Screen Display is positioned on the left side of the live/ref monitor. The following system information is displayed:

- X-ray indicator
- X-ray tube temperature condition
- Gantry position in rotation and angulation
- Source Image Distance
- Table height
- Table top tilt and cradle angle, if applicable
- Detector field size display
- General System messages ()
- Selected Frame speed ()
- Fluoroscopy mode ()
- Integrated fluoroscopy time ()
- Skin Dose: dose rate during X-ray, cumulated dose when no X-ray ()
- Dose Area Product: dose rate during X-ray, cumulated dose when no X-ray ()
- Graphical bars for Body Zone specific dose-rate and accumulated skin dose levels, related to the 2 Gy level (for cardiac applications
- Stopwatch

Touch screen module

The touch screen module is provided for use at either the tableside or in the control room. Optionally, it is possible to connect in parallel up to three touch screen modules on the system. The touch screen module has a touch screen, which can be operated when covered with sterile covers. The touch screen module allows control of (depending on configuration):

- 3rd party equipment (e.g. CX50, Interventional Tools, EchoNavigator, DoseAware)
- Monitor layout (FlexVision, switchable viewing)
- X-Ray settings (Collimation, Projections, Table, Series and Processing)
- Quantitative Analysis User can only start QA from the touch screen module, nothing more, No Controls
Viewpad
The Viewpad contains the preprogrammed function settings. The system is provided with two Viewpads. The following functions are provided:

- Run and image selection
- File and run cycle
- File overview
- Store to Reference image file
- Copy image to photo file
- Digital (fixed) zoom and panning
- Recall reference images, which means switching control of Viewpad function from life to reference monitor
- Laser pointer, intended to point at regions of interest on the image monitors
- LED indication of laser pointer on/off and battery low

Control module.
The control module can be positioned at three sides of the patient table, while keeping the button operation intuitively logical. The control module single-plane provides the following functionality:

- Tabletop float
- Table height position
- Table tilt angle if function is applicable
- Source Image Distance selection
- Gantry positioning
- Gantry rotation in an axis perpendicular to the floor
- Store and recall of two scratch gantry positions including SID
- Geometry reset button, which resets stand and table to a factory-default starting position
- Emergency stop button
- Execute button of the Automatic Positioning Control (APC) if applicable
- Unlocking button for table pivot function (if option is installed)
- Table tilt and cradle controls (if option is installed)
- Fluoroscopy Flavor selection defined per setting
- Shutters and Wedge positioning
- Manual or automatic semi-transparent wedge filter
- Xper Fluoro Storage
- Selection of the Detector field size
- Reset of the fluoroscopy buzzer
- Roadmap Pro activation if function is available

The control module is provided with a protection bar. This removable bar protects the buttons from unintended control.

The pan handle is an extension of the control possibilities for floating movements of the table top in cardio vascular and neuro systems

Key benefits

- Flexible positioning during cardio and neuro procedures
Flexible positioning during cardio and neuro procedures

To allow more flexible positioning during cardio and neuro procedures, the pan handle option can be used to perform floating table movements. The pan handle provides a solid grip of the tabletop and can release and apply the tabletop brakes. It can be attached anywhere along the tabletop and accessory rails without affecting the floating range.

Specifications

Pan handle with cable and connector

Table-top attachment clamp

Accessory-rail attachment clamp

User Interface in Control Room

The control room comprises a review module, data color monitor and review monitor. The data and review functions are controlled by a single keyboard and mouse. The review module offers the basic functions for review. The most prominent functions can be controlled by the push of a button. The review module comprises the following functionality:

- Power on/off
- File and run cycle
- File, Run, and Image stepping
- Run and file overview
- Reset fluoroscopy timer
- Enable/disable X-ray
- Geo disable

Acquisition monitor. A standard keyboard and mouse control the user interface. The acquisition monitor is intended to follow live case in the ER. System information is displayed on the bottom of the monitor:

- Stopwatch and Time
- System guidance information
- Dose Area Product (DAP) and Skin Dose, as dose rate during X-ray and cumulative dose at no X-ray
- Frame speed settings, fluoroscopy mode, and accumulated Fluoroscopy time
- Exposure and fluoroscopy settings as Voltage (kV), Current (mA) and time (ms)
- Geometry information as rotation, angulation, and SID

Scheduling

In the scheduling page it is possible to add new patients (either querying from RIS/CIS or by creating patient locally). The patients can be listed and selected per date, physician, and intervention type. Previous DICOM patient studies can be uploaded with the DICOM Query Retrieve function in the Philips Azurion system. Patient management protocols are flexible and allow for multiple studies to be selected under one patient identification number. This means that new studies can be appended to an earlier patient file. Furthermore, each study can contain multiple examinations to allow for split administrative purposes. Each examination contains multiple files, like acquisition file, reference file, and QA results file.
Procedure Cards
Procedure Cards provide the information of room and patient preparation for each individual physician. Procedure Cards are customizable per setting and allow each physician to provide their own room protocols. Procedure Cards is intended to make hard copies of the protocol instructions redundant.

Acquisition
The acquisition page contains information on the currently selected patient.

Reviewing
The review page allows for reviewing of patients:

- Previous examination cases
- Review of other DICOM XA or DICOM SC studies.

Quantitative Coronary Analysis

Key benefits

- Allows quantitative quantification of coronary artery dimensions
- Aids confident decision making for device selection, approach angles and follow-up
- Designed for efficiency with single click functions and fast results

Easily obtain objective assessment of coronary artery to support decision making and allow assessment of vasculature during cardiac interventions, the 2D quantitative coronary analysis supports quantification of coronary artery dimensions of about 1 to 6 mm from 2D angiographic images. With one click, the relevant segment is detected and a visualization of the obstruction, healthy vessel, reference diameter, stenosis diameter and plaque area is created.

Specifications

- Automated segmentation of selected coronary
- Diameter measurement along the selected segment
- Automated obstruction analysis
- Stenosis diameter, stenosis length
- % stenosis diameter, % stenosis area
- Automated and manual calibration routines
- Store result page

Analysis of the targeted vessel segment has been simplified with the single click function. Position the mouse on or close to the stenotic area and click once to detect the relevant segment. The visualization shows the obstruction, healthy vessel, reference diameter, stenosis diameter and plaque area.

Archiving
Clinical cases can be archived to a CD/DVD, USB or a PACS. The archive process can be completely automated and customized with settings. Parameters like multiple destinations, archive formats can be selected to the individual needs and wishes for programming under the settings.
With Philips Azurion the control room comprises of an acquisition monitor and a review monitor. The review monitor is a 24 inch color TFT-LCD medical grade monitor. The Graphical User Interface on the Review monitor has the following features and possibilities:

- Step through file, run, or images
- File, and run overview
- Contrast, brightness, and edge enhancement settings
- Flagging of runs or images for transfer
- Applying text annotation in images
- DICOM printing if available
- Executing Quantitative Analysis Packages if available
- Subtraction functionality if available

This system is delivered with printed instructions for use and/or electronic instructions for use, as well as a quick start leaflet. A printed paper instructions for use can also be ordered at no additional cost.

5. Viewing
A. Viewing in Examination room

Philips Azurion systems come with one 27 inch high brightness color medical grade LCD monitor for clinical image display in the Examination room. This LCD monitor is intended for viewing in the examination room and is designed for medical applications. The monitor is used for combined viewing of live images and reference display. Selection and storing of live to reference monitor is controlled by the infra-red remote-control viewpad or via touch screen module. The On-Screen Display provides status information on stand rotation-angulation, table height, display of system messages, X-ray tube load status, selected fluoroscopy mode, selected detector Field of View, and both the rate and accumulation of the dose area product and Air Kerma dose. The main characteristics are:

- 27 inch high brightness color TFT-LCD display
- Native format 1920x1080 Full HD
- 10 bit gray-scale resolution with gray-scale correction
- Wide viewing angle (approx. 178 degrees)
- High brightness (max 650 Cd/m2, default 400 Cd/m2)
- Long term luminance stability through backlight stabilization circuit
- Automatic brightness control with backlight sensor
- Control functions on side
- User programmable and standard reference setting
- On-Screen Display
- Internal selectable lookup table for gray-scale transfer function, including DICOM
- Internal power supply (100-240 VAC)
- Integrated LCD protection screen

If applicable included is a flat monitor ceiling suspension for 2 monitors (2F MCS). MCS includes motorized height adjustment. The Ceiling suspension allows flexible monitor positioning over a range of about 360 x 300 cm. At customer request, this 2 monitor MCS can be replaced by a 4 or 6 fold MCS or an MCS integration kit HD for non-Philips MCS. The MCS integration kit HD contains vital parts for system operation.
B. Viewing in Control room

Philips Azurion includes two 24 inch high brightness color LCD monitors. The color monitors are for acquisition and reviewing display.

The main characteristics for color monitor are:

- 24 inch color TFT-LCD display
- Native format 1920x1080 Full HD
- High brightness (max 400 Cd/m², default 350 Cd/m²)
- Wide viewing angle (approx. 178 degrees)
- Long term luminance stability through backlight stabilization circuit
- Automatic brightness control with backlight sensor
- Control functions on side
- User programmable and standard reference setting
- On-Screen Display
- Internal selectable lookup table for gray-scale transfer function, including DICOM
- Internal power supply (100-240 VAC)
- Integrated USB hub

A Philips Azurion system includes the DICOM Image Interface which enables the export of clinical images to a DICOM destination like a CD-Medical station or a PACS server. The export formats are based on DICOM 3.0 protocols. The system exports clinical studies in Cardiac DICOM XA Multi-Frame or DICOM Secondary Capture formats.

The DICOM Image Interface transfers through its fast Ethernet link, making images available online within seconds. The archive process can be configured by X-ray settings. The images are sent out either in the background, or manually upon completion of the examination. The export format is configurable in 512x512 or 1024x1024 matrix in 8 or 12 bit depth. The examination can be sent to multiple destinations for archiving and reviewing purposes. The DICOM Image Interface provides DICOM Storage and DICOM Storage Commitment Services. The DICOM Query/Retrieve function allows older DICOM XA MF and DICOM SC studies to be uploaded in the system. Furthermore, additional information can be appended to a study while keeping the patient identification the same.

Remote Intercom for the Azurion System. The option includes a separate intercom, which is connected independently from the system. This allows placement of the intercom at the preferred working position in the control room and examination room. The listen function can be separately selected on each intercom. Activating the talk function on a selected intercom automatically disables this function on the other intercom.

Uninterruptable Power System (UPS)

Ensures data integrity

A power failure of the hospital mains during an intervention can cause loss of data. If this occurs, the single phase Uninterruptable Power System (UPS) enables a proper shut-down of the X-ray system processor units.

Specifications

In case a full three phase UPS is selected, the single phase UPS is not delivered.

Remote service

Access to the system from a Remote location is possible via network or modem connection. Remote access to a system can shorten the time needed for e.g. changing system settings or problem diagnosis.
Environmental
At Philips Healthcare, we feel the responsibility towards society and the environment. The latest 7 C12 system is a perfect example of our EcoVision program. By examining every aspect of the 7 C12 design and development through a green eye, we drastically reduced the products environmental impact.

Clinical Education Program for Azurion System:

The purchase of the Azurion System includes a StartRight entitlement pool that allows for the customized delivery of educational events to improve staff time to proficiency, knowledge on system features, and improve overall lab efficiency. For new users, the recommended series of educational events includes:

Essentials OffSite Education: Philips will provide up to two (2) Cardiovascular Technologists, Registered Technologists, Registered Nurses, or other system operator as selected by customer, with in-depth didactic, tutorial, and hands-on training covering basic functionality and work-flow of the cardiovascular imaging system. In order to provide trainees with the ability to apply all fundamental functioning on their system, and to achieve maximum effectiveness, this class should be attended no earlier than two weeks prior to system installation. This twenty-eight (28) hour class is located in Cleveland, Ohio, and is scheduled based on your equipment configuration and availability. Due to program updates, the number of class hours is subject to change without notice. Customer will be notified of current, total class hours at the time of registration. This class is a prerequisite to your equipment handover OnSite Education. CEU credits may be available for each participant that meets the guidelines provided by Philips. Please refer to guidelines for more information. In the event that an EP Navigator workstation has also been ordered, the offsite training course will be tailored to focus on the electrophysiology functionality of the FD system and the EPN workstation. Travel and lodging are not included, but may be purchased through Philips. It is highly recommended that 989801292102 (CV Full Travel Pkg OffSite) is purchased with all OffSite courses.

Initial Handover OnSite Education: The primary Philips Education Specialists will provide twenty-eight (28) hours of education for up to four (4) students, selected by customer, including technologists from night/weekend shifts if necessary. Students should attend all 28 hours, and must include the two OffSite education attendees. CEU credits may be available for each participant that meets the guidelines provided by Philips. Please refer to guidelines for more information. Note: Site must be patient-ready. Philips personnel are not responsible for actual patient contact or operation of equipment during education sessions except to demonstrate proper equipment operation. It is highly recommended for systems that are fully loaded or for customers with a large number of staff members to also purchase 989801292099 (CV Add OnSite Clin Educ 24h).

FollowUp OnSite Education: Philips Education Specialists will provide sixteen (16) hours of education for up to four (4) students, selected by customer, including technologists from night/weekend shifts if necessary. Students should attend all 16 hours, and must include the two OffSite education attendees. CEU credits may be available for each participant that meets the guidelines provided by Philips. Please refer to guidelines for more information. Note: Site must be patient-ready. Philips personnel are not responsible for actual patient contact or operation of equipment during education sessions except to demonstrate proper equipment operation.
## Assessment OnSite Year 1:

The primary Philips Education Specialist will perform a two day onsite assessment at the customer site on or close to the first anniversary of the Initial Handover. The Specialist will assess through various means not limited to: physical observation of procedure workflow, tool usage data analysis and staff interviews. The Specialist will then review findings with department head and make recommendations thereof. The Specialist may perform refresher training if required.

Education expires one (1) year from installation date (or purchase date if sold separately).

###孤立墙连接盒

**FCV0588**

Isolated Wall Connection Box to support the display of an external video source on a monitor in the examination room.

**Key benefits**

- Stream video from other modalities on the interventional X-ray suite:
- Connect external video in the exam room

**Easily stream video to other locations**

Many interventional facilities use video to record and stream images from other modalities on the interventional X-ray suite for training or presentation purposes. The Video Wall Connection Box facilitates connection of the video source via a standard DVI cable/connector and lossless transfer of the video signal over the approximate 30 meter long cable. It can be mounted in the examination room or in the control room, depending on the location of the video source.

**Specifications**

The quantity of the VWCB's has to be calculated as follows:

- For each video signal via MultiVision: 1 VWCB (max = 4)
- For each video signal to FlexVision XL on Cardio System: 1 VWCB (max = 9)
- For each video signal to FlexVision XL on Vascular System: 1 VWCB (max = 8)
- For each 3rd party video signal directly connected to an LCD in the MCS: 1x VWCB.

**Note:**

No VWCB is required in case a video signal is connected directly to a dedicated LCD from the following sources:
1) Live/ref Slaving
2) Interventional HW (XtraVision), IntelliSpace Portal, Philips Xcelera (only if workstations are powered by Philips X-ray system)
3) XperIM

###耦合到视频切换

**FCV0834**

Key benefits

- Easily display any data or clinical information needed to work efficiently

**Simplify workflow with flexible viewing control**

Having patient data and clinical information easily available on screen can enhance decision making and efficiency during interventions. Coupling to Video switching enables coupling of maximum 4 color outputs (e.g. Interventional tools, Xcelera, XperIM and IntelliSpace Portal).

**Specifications**

Video splitter box to enable coupling of maximum 4 color outputs (e.g. Interventional tools, Xcelera, XperIM and IntelliSpace Portal) to the switching concept from our partner.
In combination with the MultiSwitch option, the Video splitter box is used to connect a maximum of 3 workstation with a total power dissipation of maximum 1380 W.

For the remaining workstations, up to 4 in total, a second video splitter box needs to be ordered.

In addition, 4 splitter units are delivered to enable coupling of up to 4 of the X-ray system Live and Ref signals to the partner video switching system.

The partner system provides fully galvanically isolated DVI extender cables to connect these signals.

**Key benefits**
- Access all applications on one compact workplace in the control room
- Set up unlimited custom screen layouts with all relevant information in one view
- Full flexibility of screen layouts (live resize, drag and drop)
- Clutter free and clean control room

**Simplify control room workflow**
Typical interventional control rooms are equipped with several workstations and controls to support procedures that require extra handling and space. FlexSpot helps you save time and space in the control room by giving you seamless access to all applications on one compact workplace. Easily set up any screen layout desired with all relevant information in one view. Resize, drag and drop items just like a tablet.

**Specifications**
FlexSpot offers an integrated workspot in the Control Room with one or more high resolution QHD (2560x1440) displays.

- Show internal video sources (e.g. Review, CR Live)
- Show up to 11 external video sources (e.g. Ultrasound, EchoNav, etc.)
- Video sources can be flexibly displayed on FlexSpot through user customizable presets. Users can customize the displayed layout and assign video sources to viewports as desired
- Up to 4 video sources can be displayed on a single FlexSpot display (excluding the add-on FlexSpot).
- Per display, the user can choose between 7 different layouts (positioning of viewports)
- FlexSpot offers user interaction through a keyboard and mouse with which users can seamlessly control all video sources on screen. Seamless means that users can move out of one viewport and into another without needing to press a special keyboard shortcut or use a gesture.
- In systems with both FlexSpot and FlexVision, FlexSpot offers convenient control access of FlexVision from the primary FlexSpot workspot.
- Users can define their own preset groups and preset names.
- Through field service, users can assign their own custom name and icon to a video source (also applies to FlexVision)
- The X-ray status area with all X-ray details is always visible on the primary display of the primary FlexSpot workspot.
- Up to 3 Philips workstations can be integrated into the technical room. With this, the workstations are powered from the system and are fully integrated into the system. Users do not need to separately power on/off these workstations.
- The snapshot function allows the user to store/save a screen-capture of any image on the FlexSpot as a photo image to the current Acquisition Patient study.
- 27 inch high brightness color LCD monitor for clinical image display in the Control Room.

The main characteristics for color monitor are:
- 27 inch color TFT-LCD display
- Native format 2560x1440 Quad HD
- High brightness (max 500 Cd/m2, default 350 Cd/m2)
Key benefits
- Allows quantitative assessment of different size vessels such as aortic and peripheral
- Aids confident decision making for device selection, approach angles and follow-up
- Designed for efficiency with single click functions and fast results

Easily obtain objective assessment of aortic and peripheral vasculature

To support decision making and allow quantitative assessment of vasculature during vascular interventions, the 2D quantitative vascular analysis option supports quantification such as aortic and peripheral artery dimensions of about 5 to 50 mm from 2D angiographic images. With one click, the relevant segment is detected and a visualization of the obstruction, healthy vessel, reference diameter, stenosis diameter and plaque area is created.

Specifications:
- Automated vessel segmentation
- Diameter measurement along selected segment
- Automated obstruction analysis
- Stenosis diameter, stenosis length
- % stenosis diameter, % stenosis area
- Automated and manual calibration routines
- Store result page

Analysis of the targeted vessel segment has been simplified with the single click function. Position the mouse on or close to the stenotic area and click once to detect the relevant segment. The visualization shows the obstruction, healthy vessel, reference diameter, stenosis diameter and plaque area.

6 **FCV0824 video WCB on rear side 1st MCS
Isolated Wall Connection box on the rear side of the monitor ceiling suspension to support the display of an external video source on a monitor in the examination room.

Key benefits
- Easily connect external video in the exam room

Specifications
A wall connection box to connect external video (input only), USB and Ethernet. One or two WCB’s (option) can be attached on the rear side of the 1st MCS with a bracket. A cable box (also attached to rear side of 1st MCS) can be used to store connected equipment cables. A maximum of two WCBs/cable boxes can be attached.
Significantly lower dose—across clinical areas, patients and operators.

Key benefits
- High-quality imaging at low dose levels
- Enhanced work environment for staff through active management of scatter radiation
- Expands treatment options—enables longer procedures to treat obese and high-risk patients with confidence

See with confidence every time
Interventions are becoming increasingly complex, which lengthens fluoroscopy time and increases the need for high resolution imaging. New devices can be more difficult to visualize, making it harder to position them precisely. The prevalence of patients with a high BMI can also require increased dose levels to visualize anatomy. All of these factors inspired us to completely redefine the balance in interventional X-ray with AlluraClarity.

AlluraClarity with its unique ClarityIQ technology gives you exceptional live image guidance during treatment. What's more, you can confidently manage low X-ray dose levels without changing your way of working. In short, you can see what you have to regardless of patient size.

Specifications
ClarityIQ technology is the foundation of Philips X-ray systems with AlluraClarity. It offers:
- Noise and artefact reduction, also on moving structures and objects
- Image enhancement and edge sharpening
- Automatic real-time patient and table motion correction on live images
- A flexible digital imaging pipeline from tube to display that is tailored for each application area
- Over 500 clinically fine-tuned system parameters making it possible to filter out more X-ray radiation and use smaller focal spot sizes and shorter pulses with the grid switching technology of Philips MRC tube and accompanying generator.

8 **NCVD061** optional ref monoplane 1
Additional Ref2 and Ref3 viewport

Key benefits
- Easily display any data or clinical information needed to work efficiently

Simplify workflow with flexible viewing control
Having patient data and clinical information easily available on screen can enhance decision making and efficiency during interventions. Optional ref monoplane offers an additional video output of the X-ray system offering an additional Ref2 and Ref3 viewport on one LCD monitor. Combined with the Dual Fluoro license this enables users to zoom live images during acquisition, while having the Dual Fluoro image visible on the Ref3 viewport.

9 **NCVD059** FlexSpot secondary monitor 1
FlexSpot secondary monitor

Simplify control room workflow
This option adds a second QHD (2560x1440) high resolution monitor to the primary FlexSpot workspot.

Specifications
2nd Display for FlexSpot enables the user to show up to 8 video sources on a single FlexSpot workspot by combining 2 high resolution displays. Keyboard and mouse control is seamless across the 2 displays, see FlexSpot.
For angiographic- and interventional procedures of the upper peripherals.
Provides improved table access for patient transfer.
Allows pivoting of the table base around its vertical axes.
Pivot range from -90 degrees to +180 degrees (or -180 to +90 degrees) with locked positions on
0, -13/+13 (facilitating arm-angiography) and -90/+90 and 180 degrees.

Comprising:

- pivot device with graduated scale to be mounted on the universal floor plate of the table.

Compatible with Xper Table

**NCVD100  Left Ventricular Analysis  1

Key benefits
- Allows quantitative quantification of left ventricular volumes
- Designed for efficiency with single click functions and fast results

Easily obtain objective assessment of coronary artery
To support decision making and allow quantitative assessment of anatomy during cardiac interventions, the 2D Left Ventricular Analysis option supports quantification of left ventricular volumes and local wall motion from monoplane angiographic series. It calculates the ejection fraction and local wall motion parameters in different formats. Wall contours can be easily drawn both automatically and manually.

Specifications
- Various LV-volumes: ED, ES, Stroke Volume
- Ejection Fraction
- Cardiac Output
- Centerline Wall Motion
- Slager Wall Motion
- Automated and manual calibration routines
- ECG visualization facilitates image selection for analysis
- Store result pages

**NCVD064  extension to FlexVision Pro  1

Extension to Flexvision large 58 inch high resolution LCD for exam room, enabling flexible screen lay outs and full control (seamless mouse) of up to 11 external sources including third party systems.

Key benefits
- Full control at table side of all applications with seamless mouse control or via touch screen module
- Full flexibility of screen layouts (live resize, drag and drop, unlimited number)
- To simplify and standardize system set-up for your FlexVision Pro, your personalized layout will come up automatically with ProcedureCards.

Easy tablesise control
With FlexVision Pro, user can control FlexVision and video sources on FlexVision through wireless mouse in Examination Room as well as virtual keyboard and touchpad on the touch screen module in the Examination Room. An operator can resize images and adjust the screen layout during the procedure without going into configuration.

Specifications
Full control at table side of all applications in the interventional lab (view and control) with a single wireless mouse or with a Touch Screen Module
• Integration: control of up to 11 external sources
• Possibility to configure unlimited flexible screen layouts
• Screenshots: with single click all displayed inputs can be captured
• Live resize the video window and adjust the screen layout during the procedure without going into configuration
• Operate all the video sources displayed on the monitor using the wireless mouse at tables side
• Mouse and keyboard function on the touch screen module (TSM) to control (external) sources

**NCVA780** Digital subtracted Angio 1

**Key benefits**
• Allows uncompromised image quality of subtracted images
• Allows subtraction on run basis (run-subtract), which can be applied in the Rotational Scan and Bolus Chase Subtract options.
• Allows a vessel map to be created and superimposed with live fluoroscopy (Roadmap Pro). Acquisition runs can be done during Roadmap without losing the vessel map.

**Supports navigation without the need to use additional contrast**
The DSA-option digital subtraction can be performed for vascular studies. DSA features real-time digital subtraction at low frame speeds of 0.5, 1, 2, 3, or 6 frames per second. The exposure technique allows uncompromised image quality of subtracted images. This option also supports subtraction on a run basis (run subtract), which can be used in the Rotational Scan and Bolus Chase Subtract options.

**Specifications**
This option will comprise following functionality:
- Roadmap Pro can be selected from the imaging module and touch screen module. A vessel map is created and superimposed with live fluoroscopy. Acquisition runs can be done during Roadmap without losing the vessel map.
- Roadmap Pro features Smart Settings in special clinical modes that are intended to visualize special materials such as coil and glue.
- Live Processing of the vessel map, the device map and the landmark map can be done on the touch screen module.
- Automatic Motion Compensation (AMC) functionality; during roadmapping small movements of the patient can lead to subtraction artifacts. These artifacts might conceal important clinical information. Automatic Motion Compensation compensates for rigid uniform (skeletal/table) translations and is therefore very effective in interventional (Neurology) applications where subtraction imaging is applied.
- Exposure subtract on individual image or run basis
- Mask selection
- Average masking during acquisition as additional subtracted IQ improvement
- Landmarking
- Pixel shift

**NCVD072** SmartMask Monoplane 1
Key benefits
- Simplifies roadmap procedures by overlaying fluoroscopy with a selected acquired image.
- Enables roadmap procedures to manage radiation dose and contrast media by selecting an image from an acquired series as a mask image.

Supplements navigation during interventions without the need of additional contrast media.
SmartMask simplifies roadmap procedures by overlaying fluoroscopy with a selected acquired image in the Live X-ray window.

Specifications
The reference image can be faded in/out with variable intensity, controlled from tablesid.
SmartMask uses the reference image displayed on the reference monitor. Any previously acquired image can be used as reference. SmartMask facilitates pre- and post- intervention comparisons to assess treatment results.

15 **NCVD079 2nd touch screen module 1

Key Benefits
- Control system operations with a second touch screen module

Tablet-like touch screen control
During an intervention flexible control of applications and system operations can support fast decisions and communication with team members. The touch screen module provides fast, tablet-like touch response to control system operations. Up to three touch screen modules can be connected to the X-ray system: on the table, on the pedestal and in the control room.

Specifications
The second touch screen module is similar to the standard touch screen module and provides touch screen control of displayed functionality. The following functions can be made available providing the relevant commercial options have been selected:
- Acquisition settings
- Image processing controls
- Channel selection for MultiVision
- Automatic position control (optional)
- Quantitative Analysis controls (optional)
- Xcelera and IntelliSpace Portal viewing (optional)
- Interventional tool controls (optional)
- 3D-RA, Dynamic 3D Roadmap (optional)
- StentBoost, 3D-CA (optional)
- XperCT, XperGuide (optional)
- XIM physio monitoring controls (optional)

Connectivity:
A maximum of 3 touch screen modules can be connected to the X-ray system:
- one touch screen module on the table
- one touch screen module in the Control Room
- one touch screen module on the pedestal

16 **NCVD097 DVD writer 1
**Key benefits**

- Store images and information on DVDs for easy sharing

**Store images and information on DVDs for easy sharing**

To provide flexible storage options, a DVD writer is available with the Philips X-ray system. Procedural images and information can be stored on DVDs and used for archiving, training and presentations.

**Specifications**

Export and import of X-ray images and X-ray runs to DVD and/or from DVD

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Table tilt option provides precise imaging of contrast medium, blood, or objects in the body.

**Key benefits**

- Tilts the table to support gravity oriented and puncture procedures
- Keeps the region of interest in the isocenter of rotation and angulation
- Allows more precise imaging of contrast medium, blood, or objects in the body

**Precise imaging during gravity oriented and puncture procedures**

To obtain high quality results and avoid re-takes during gravity oriented or puncture procedures, it’s important to keep the region of interest centered at all times. The tilt option allows you to tilt the table. As the table tilts, the X-ray beam automatically adapts to the movement to keep the region of interest in the isocenter of rotation and angulation of the stand. As a result, your region of interest always remains centered to allow more precise imaging of contrast medium, blood, or objects in the body.

The table floats even when tilted, and the region of interest can be followed by panning the tabletop. When combined with the Bolus Chase option, the table tilt option enables phlebography to be performed with a head-up tilted patient.

**Specifications**

- Motorized table height from 78.5 - 103.5 cm
- Maximum tilt range: -17 degrees (head down) to +17 degrees (head up).
- Tilt speed: 2 degrees/sec
- Automatic safeguarding system with manual override
- Panning range in tilted plane: equal to the standard tabletop specifications (longitudinal 120cm, lateral 36cm)
- Easy to use controls

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<tr>
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</table>

Extension of Touch Screen Module for easy control of X-Ray images at table site

**Key benefits**

- Imaging parameters can be quickly and easily adjusted at tablesid
- Clinical image are shown to support easy navigation. Collimate on the clinical image with one finger. Pinch, zoom, pan and flag images for processing. Position shutters and wedges by simply swiping the image on screen.
- All X-ray settings can be easily adjusted to help you effectively manage patient and staff dose

**Enhance image navigation on the touch screen module**

This option extends the functionality of the touch screen module, allowing live X-ray images and source images from reference monitors to be displayed on the touch screen module. Shutters and wedges can also be easily positioned with a fingertip by simply dragging them into position. A
pointer is also available on screen to improve communication in and between the exam room and control room.

**Specifications**
- Enhance image navigation on the TSM
- Intuitive control of shutters and wedges by simply dragging the lines shown on top of the image
- Provides intuitive zooming and panning functionality (also during fluoroscopy)
- Turns the touchscreen into the pointing device in order to improve communication in ER/CR: When activated the pointer is shown on corresponding monitor

!!! Note: Touchpad and Keyboard control from the TSM is NOT part of this option but ‘FlexVision Pro’ option.

!!! Note: Images shown on the TSM are not meant for diagnostic purposes (image is downscaled, compressed and latency during live/replay maybe higher than on the live monitor)

**NCVD031**  **FlexVision XL + 2 LCD’s**  1  
FlexVision XL is an integrated viewing solution designed to give you full control over your viewing environment. This FlexVision XL is delivered with two 27 inch high brightness color medical grade LCD monitors. The monitors can be mounted on top side or on rear side of the MCS.

**Key benefits**
- Easily display multiple, up to 8, video inputs (including third party systems) to inform decision making during procedures
- Create custom display templates to support diverse procedures
- The screen layout of the FlexVision XL can also be changed from the control room
- Enlarge images to reveal more details and support comfortable working positions

**Diagnostic information easily made available at table side**
In today’s interventional setting, as you perform more complex procedures with smaller devices in complex anatomy, you rely on various types of diagnostic information to guide you. To inform decision making in the exam room, Philips offers an advanced digital workspace called FlexVision. You can display multiple images in a variety of custom layouts on a large LCD screen. Zoom in and out to enhance fine details, while maintaining an overview of all information. Create custom display templates for specific procedures/physician preferences to easily support diverse procedures.

**Specifications**
1. DVI video composition unit.
   The DVI video composition unit allows the user to direct and switch the video output of all connected medical equipment to specific sub windows of the Philips 58-inch color LCD with LED backlight in the Examination Room.
   - The DVI video composition unit is operated from the touch screen module.
   - The DVI video composition unit supports a wide variety of display formats (up to 1920x1200)
   - Up to 11 external inputs are connected to the DVI video composition unit via wall connection box or boxes.
2. Medical grade, high resolution color LCD in the Examination Room
   This display supports the image quality requirements for monochrome X-ray images as well as color images and replaces all displays normally delivered with the system for the Examination Room.
   Main characteristics are:
   - 58-inch, 8 Megapixel color LCD
   - Native resolution: 3840x2160
   - Brightness: Max: 700 Cd/m2 (typical) stabilized: 400 Cd/m2
   - Contrast ratio: 1:4000 (typical)
   - Wide viewing angle (approx. 176 degrees)
   - Constant brightness stabilization control
- Lookup tables for gray-scale, color and DICOM transfer function
- Full protective screen Ingress Protection: IP-21
- Large color LCD control (touch screen module)
  - Enlarge information at any stage during the case via the touch screen module in the Examination Room or Control Room.
  - Select viewing lay-outs via the touch screen module in the Examination Room.
  - Create new layouts by matching inputs to desired locations on preset templates.
  - Adjust the screen layout during the procedure without going into configuration
- 20 layouts; each layout is customizable, size of viewports can be customized by end user X-ray status area visible with all X-ray details
- Monitor ceiling suspension
  Monitor ceiling suspension for use in the Examination Room carries the 58-inch color LCD, providing highly flexible viewing capabilities. The monitor ceiling suspension is height-adjustable and moveable along ceiling rails. It can be positioned on either side of the table.
- Snapshot
  The snapshot function allows the user to store/save a screen-capture of any image on the FlexVision XL as a photo image to the current acquisition patient study.

20  **980406041009**  Rad Shield w/ Arm (Contoured)  1

61X76

Contoured Rad Shield with Arm rest. 61X76

21  **989801220012**  Cable Spooler  2

22  **989801220158**  Mark 7 Arterion, Table Mount  1

The Mark 7 Arterion Injection System is the latest in MEDRAD’s “Mark” series of angiographic injectors. Compared to earlier systems, the Mark 7 Arterion injector head is lighter and easier to use so you can focus more on the patient.

The clear and intuitive user interface guides you through proper set-up, and highlights the information you need to perform safe procedures.

Unique to the market, the front load system simplifies set-up and makes for a cleaner tear down. The clear syringe provides a higher level of confidence that you are ready to inject.

Made from a clear material, the Mark 7 Arterion syringe (Catalog ART 700 SYR) allows you to easily view the inside of the syringe for smoother purging of air. And MEDRAD’s famous fluid dots are still there to help-round for fluid, oval for air.

The table mount injector solution ensures the contrast injector is conveniently placed and always available when it is needed. It provides a clean workspace without occupying valuable floor space.

System includes:

- Table Mount
- display control panel
- 6 ft. coiled hand switch
- operation manual (CD)
- 10 ft. head cable
- syringe heat maintainer
- imaging system interface cable for the Allura / Allura Xper
- consumables starters kit
For the MEDRAD Mark7 Injector system Philips is only the distributor. MEDRAD provides the service as well as the application support of both versions unless stated differently in the Philips Service Agreement.

System Specifications:

- Flow Rate 0.1-45.0 ml/s in 0.1 ml increments
- 0.1-59.9 ml/m in 0.1 ml increments
- Volume 1-150 ml in 1 ml increments
- Pressure Limit 100-1200 psi in 1 psi increments
- (150ml syringe) 689-8273 kPa in 1 kPa increments
- Rise Time 0.0-9.9 seconds in 0.1 increments
- Delay Time 0.0-99.9 seconds in 0.1 increments
- Fill Speed 1-20 ml/s
- Fill Volume 1-150 ml
- Syringe Size 150 ml
- Syringe Heat Maintainer 35 °C (95 °F) ± 5 °C (9 °F)
- Protocol Memory 40 Protocols
- Injection Memory History

**989801220273 Ceiling Track w/Column & Handle Ext**
Mavig 2.5m Ceiling Track with Ceiling trolley, 360 degree column, and brake handle extension.

**989801220279 LED Single Color Exam Lamp**
LED Single Color M LED130F
Examination Lamp
Portegra2 Extension/Spring Arm Combination with M LED 130F,
Single Color, incl. Power Supply

Light in new dimension LED lamps support your daily operations through innovative technology and design. In addition to advantages provided by MAVIG with all light equipment, LED technology offers the following enhanced features:

- Faceted multi-lens system
- In-depth illumination
- Superior color rendition
- Extension arm 750mm
- Spring arm 900mm
- LED-Examination-light
- Operating voltage is 24V DC. The lamp is supplied with a transformer, should it be used with 230V.

Technical data LED 130F:

- Light intensity at 1 meter distance: 60,000 Lux
- Color rendering index: Ra = 95
- Focusable: yes
- Focusable size of the light field: 14-25 cm
100233 Azurion 7 M12

Line # Part # Description Qty Each Price

• Color temperature: 4500 Kelvin
• Electronic light intensity control at the lamp head: standard dimming range: 50 - 100 %
• Temperature increase in head area: 0.5° C
• Mains: 230 V / 60 Hz
• Power consumption: 28 W
• Number of LEDs: 19
• Life-span of the LEDs: > 40.000 h
• Diameter of the lamp head: 33 cm
• Working distance: 70 - 140 cm
• Height Adjustment: 117 cm

25 **989801220357 Volcano CORE IVUS - Cardiac Bundle 1

CORE Precision Guided Therapy System

CORE CPU, Operator's Manual, Power Transformer, Cable Pre-Install Kit, Connection Box, two (2) Standard Controller and one (1) bedrail mount, 19”NEC Monitor Kit, Phased Array PIM Body, FFR functionality, DICOM Network Connection, ChromaFlo Functionality.

- Includes VH IVUS End User License Agreement

The customer agrees that use of the VH IVUS Software is subject to the terms of the End User License Agreement. A copy of the End User License Agreement is also available from your VOLCANO representative or online at www.volcanocorp.com/products/pdf-files/software-support-vh-ivus.pdf

iFR Hyperemia-Free Lesion Assessment Modality CORE Interface, Operator's Manual. Customer agrees that use of the iFR Application Software License Application with interface to CORE is subject to the terms of the End User License Agreement. A copy of the End User License Agreement is also available from your VOLCANO representative or online at www.volcanocorp.com

CORE Control Pad

Bedside touchscreen controller offering system control from the sterile field

26 **NCVC005 Equipment Rack DVI 1

The Equipment Rack for EP cockpit allows users of the Philips Allura Xper[Clarity] system to organize all the equipment used in an EP Lab on one moveable rack and removes cable clutter through a cable conduit. This provides a much “cleaner” organized look for the busy EP Lab. The ceiling-mounted Equipment Rack, located in the Exam Room, can support 3rd party equipment. Cabling for this equipment is guided up through the ceiling mounted suspension. It can be moved by swiveling the ceiling mounted boom. The Equipment Rack can be positioned within a circular range of 1.6 meters.

The Equipment Rack consists of:
• 5 shelves and 1 drawer with flexible mounting position and can support 150kg of equipment weight.
• An infusion extension rod
• An extension arm with a standard VESA mounting plate, on which different types of equipment can be mounted
• A Wall Connection Box (1 of the standard EP cockpit Wall Connection Boxes) with Power (230V, 50Hz), Grounding, Network (RJ45), Keyboard/mouse (USB) and Video (DVI) connections
### Equipment Rack Pre-delivery Set

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<td>Refers to the type of gas connection and gas needed for the Equipment rack. This is a DISS connector for Vacuum suction.</td>
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<td>MGE Galaxy 5000 80 kVA Full Load – 40kW UPS with remote capability. Includes top feed cabinet and optional side panels, ISX0001369526 G5TUPSU80KPA.</td>
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<td>adjacent MGE Galaxy 5000 Battery Cabinet with one full string of batteries and standard Galaxy 5000 Adjacent battery Temp sensor.</td>
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<td>High Voltage 6 Alarm Relays Card</td>
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<td>MGE GALAXY 5000 Remote Alarm Status Panel</td>
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<td>MGE SNMP/Web Communication Card</td>
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<td>Top Feed Auxiliary Cabinet</td>
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<td>In the event of a power loss the UPS provides emergency power to allow system function and full X-Ray exposure and fluoroscopy for up to 15 minutes.</td>
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Notes:
- Life-supporting equipment cannot be connected to the Equipment Rack.
- Medical equipment with dedicated keyboards or displays should not be connected without consent of the manufacturer. Please contact your 3rd party equipment vendor for information and clearance.
- Please contact 3rd party equipment vendor for information and clearance in case of cable routing through equipment rack.
- The Wall Connection Box can be used to connect 3rd party equipment that complies with the following requirements:
  - Qualified medical electrical equipment [IEC 60601-1]
  - IEC 950 only if connected to an EP cockpit Wall Connection Box mains (230V) connection in the Control Room or otherwise isolated from hospital mains according IEC60601-1.
  - Connected to the same earth as the Philips Protective Conductor Bar (PPCB).
  - Can be operated with a standard AT 101-key US English keyboard connected through a USB connection.
  - Provide video-output that matches the display range of the Color monitor that is used for display. Standard VESA video formats up to 1920x1200 are supported.
Customer represents and warrants that (i) Customer has, and shall have when title passes, good and marketable title to the equipment being traded in and (ii) has the authority to effect such trade in.

Product: 100122.000 DS Allura 9 Monoplane
Serial Number: 00001
Manufacturer: PHILIPS HEALTHCARE

Trade-In authorization number: 42491
Trade-In Value: 

De-install Date:

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

1. Customer represents and warrants that Customer has good and marketable title to the Trade-In as of the date of this Quotation and will have good and marketable title when Philips removes the Trade-In from Customer’s site (the “Removal Date”);

2. Title to the Trade-In shall pass from Customer to Philips on the Removal Date, unless otherwise agreed by Philips and the Customer;

3. Notwithstanding anything to the contrary in any Business Associate Addendum, Customer represents and warrants that as of the Removal Date all Protected Health Information will have been de-identified or removed from the Trade-In;

4. Philips may test and inspect the Trade-In prior to de-installation. If the condition of the Trade-In is not substantially the same on the Removal Date (ordinary wear and tear excepted) as it is identified on the System Disclosure Form, then Philips may reduce the price quoted for the Trade-In;

5. If the removal date is delayed until after the De-Install Date, unless Philips causes the delay, then Philips may reduce the price quoted for the Trade-In by six percent (6%) per month.

6. Philips is responsible for normal de-installation costs of the Trade-In.

7. The trade-in value will not include costs associated for any facility modifications and/or rigging required for de-installation and must be accounted for separately.

8. Customer is responsible for all plumbing necessary to properly drain coolant from chiller system and cap the lines.

9. Prior to the Removal Date, Customer shall remove from the room all equipment that is not being de-installed.
LIST PRICE
DISCOUNT
NET PRICE

$1,170,750.90

Buying Group: HEALTHTRUST PURCHASING GROUP
Contract #: 500005

Add'l Terms:

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

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

Price above does not include any applicable sales taxes.

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

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

Tax Status:
Taxable_______  Tax Exempt_______

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

Delivery/Installation Address:  

_______________________________________________________________

_______________________________________________________________

_______________________________________________________________

Contact Phone #:  

_______________________________________________________________

Contact Phone #:  

_______________________________________________________________

Purchaser approval as quoted: Date:

_______________________________________________________________

Title:  

_______________________________________________________________

This quotation is signed and accepted by an authorized representative in acknowledgement of the system configuration, terms and conditions stated herein.
This product warranty document is an addition to the terms and conditions set forth in the quotation to which this warranty document is attached. Unless specifically listed below, this warranty does not apply to replacement parts. The terms and conditions of this warranty are incorporated into this warranty document. The capitalized terms herein have the same meaning as set forth in the quotation.

1. **Twelve (12) Month System Warranty**
   1.1 Philips Healthcare, a division of Philips North America LLC ("Philips") warrants to Customer that the Philips Cardiovascular Systems ("System") will perform in substantial compliance with its performance specifications, in the documentation accompanying the System, for a period of twelve (12) months after completion of installation or availability, for first patient use, whichever occurs first.
   1.2 Any glassware or flat detectors provided with the System is subject to special warranty terms set forth below.

2. **Planned Maintenance**
   2.1 During the warranty period, Philips service personnel will schedule planned maintenance visits, in advance, at a mutually agreeable time on weekdays, between 8:00 A.M. and 5:00 P.M. local time, excluding Philips observed holidays.

3. **System Options, Upgrades or Accessories**
   3.1 Any Philips authorized options, upgrades, or accessories for the System which are delivered and/or installed on the System during the original term of the System warranty shall be subject to the same warranty terms contained in the first paragraph of this warranty, except that such warranty shall expire on the later of: (a) upon termination of the initial twelve (12) month warranty period for the System on which the option or accessory is installed, (b) after ninety (90) days for parts only from the date of installation.

4. **MRC X-ray TUBES**
   4.1 Philips warrants to Customer, for the warranty periods further specified in this section, that the Philips X-ray tube will be substantially free from defects in material and manufacturing workmanship, which impair performance under normal use as specified in Philips System descriptions and specifications.
   4.2 The warranty period for MRC tubes provided with Customer’s purchase of a new or refurbished X-ray system shall be the shorter of thirty-six (36) months after installation or thirty-eight (38) months after date of shipment from Philips.
   4.3 The warranty period for purchases of replacement tubes shall be the shorter of twelve (12) months after installation or fourteen (14) months after date of shipment from Philips.

5. **MRC Tube Warranty Exclusion**
   5.1 The above warranty shall not apply to X-ray tubes outside the United States and Canada.
   5.2 Philips obligations under the System warranty do not apply to any System defects resulting from: improper or inadequate maintenance or calibration by Customer or its agents; Customer or third party supplied software, interfaces, or supplies; use or operation of the System other than in accordance with loss, or damage in transit; improper site preparation; unauthorized maintenance or Philips applicable System specifications and System instructions; abuse, negligence, accident, modifications to the System; or, to viruses or similar software interference resulting from the connection of the System to a network.

6. **MRC Tube Warranty Remedies**
   6.1 If a tube is found to fail during the warranty period, and if, in the best judgment of Philips, the failure is not due to neglect, accident, improper installation, use contrary to instructions, or the exclusions stated above, Philips tube warranty liability hereunder is limited to, at Philips option, the repair or replacement of the tube.
   6.2 Any replacement tube would have a warranty period equal to the balance of the warranty period left on the tube replaced.

7. **Dynamic Flat Detectors**
   7.1 Philips warrants the flat detectors provided with the System, if any, will be free from defects in material and manufacturing workmanship for twelve (12) months.
   7.2 Claims must be made within twelve (12) months after installation or fifteen (15) months after date of shipment from Philips, whichever occurs first.
   7.3 If a detector fails to meet this warranty, as Customer’s sole and exclusive remedy, upon return of the detector, Philips will provide Customer a replacement detector at no additional charge.

8. **System Software and Software Updates**
   8.1 The software provided with the System will be the latest version of the standard software available for that System as of the ninetieth (90th) day prior to the date the System is delivered to Customer.
   8.2 Updates to standard software for the System that do not require additional hardware or equipment modifications will be performed as a part of normal warranty service during the term of the warranty.
   8.3 All software is and shall remain the sole property of Philips or its software suppliers.
   8.4 Use of the software is subject to the terms of a separate software license agreement. Customer must sign all such license agreements prior to or upon the delivery of the product.
   8.5 No license or other right is granted to Customer or to any other party to use the software except as set forth in the license agreements.
   8.6 Any system software or service software and documentation provided with the System and/or located at Customer’s premises is intended solely to assist Philips and its authorized agents to install and test the System, to assist Philips and its authorized agents to maintain and to service the System under a separate support agreement with the System, or to permit Customer to maintain and service the System.
   8.7 Customer agrees to restrict the access to such software and documentation to Philips employees, those of its authorized agents, and to authorized employees of Customer only.

9. **Warranty Limitations**
   9.1 Philips sole obligations and Customer’s exclusive remedy under any product warranty are limited, at Philips option, to the repair or the replacement of the product or a portion thereof, within thirty (30) days after receipt of written notice of such material breach from Customer ("Product Warranty Cure Period") or, upon expiration of the Product Warranty Cure Period, to a refund of a portion of the purchase price paid by the Customer upon Customer’s request.
   9.2 Any refund will be paid, to the Customer when the product is returned to Philips.
   9.3 Warranty service outside of normal working hours (i.e. 8:00 AM to 5:00 PM) shall be subject to payment by Customer at Philips standard rates.
   9.4 This warranty is subject to the following conditions: the product (a) is to be installed by authorized Philips representatives (or to be installed in accordance with all Philips installation instructions by personnel trained by Philips); (b) is to be operated exclusively by duly qualified personnel in a safe and reasonable manner in accordance with Philips written instructions and for the purpose for which the products were intended; and (c) is to be maintained in a strict compliance with all recommenced and scheduled maintenance instructions provided with the Product.

9.5 Philips’ obligations under any product warranty do not apply to any product defects resulting from: improper or inadequate maintenance or calibration by the Customer or its agents; Customer or third party supplied interfaces, or supplies; use or software including without limitation loading of operating system patches to the Licensed Software and/or upgrades to anti-virus software running in connection with the Licensed Software without prior approval by Philips; use or operation of the product other than in accordance with Philips’ applicable product specifications and written instructions; abuse, negligence, accident, loss, or damage in transit; improper site preparation; unauthorized maintenance or modifications to the Product or, to viruses or similar software interference resulting from connection of the Product to a network.

9.6 Philips does not provide a warranty for any third party products furnished to Customer by Philips under this quotation; however, Philips shall use reasonable efforts to extend to Customer the third party warranty for the product.

9.7 The obligations of Philips described herein and in the applicable product-specific warranty document are Philips only obligations and Customer’s sole and exclusive remedy for a breach of a warranty.

9.8 THE WARRANTIES SET FORTH HEREIN AND IN PHILIPS WARRANTY DOCUMENT WITH RESPECT TO A PRODUCT (INCLUDING THE SOFTWARE PROVIDED WITH THE PRODUCT) ARE THE ONLY WARRANTIES MADE BY PHILIPS IN CONNECTION WITH THE PRODUCT, THE SOFTWARE, AND THE TRANSACTIONS CONTEMPLATED BY THE QUOTATION, AND ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, WHETHER WRITTEN, ORAL, STATUTORY, EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION ANY INFRINGEMENT OF NON-INFRINGEMENT OR MERCHANTABILITY FOR A PARTICULAR PURPOSE.

9.9 Philips may use refurbished parts in the manufacture of the products, which are subject to the same quality control procedures and warranties as for new parts.

10. **Remote Services Network ("RSN")**
    10.1 Customer will (a) provide Philips with a secure location at Customer’s premises to store one Philips remote services network router and provide full and free access to this router, (or a Customer-owned router acceptable to Philips) for connection to the equipment and to Customer’s network; or (b) provide Philips with outbound internet access over SSL; at all times during the warranty period provide full and free access to the equipment and the Customer network for Philips use in remote servicing of the product, remote assistance to personnel that operate the products, updating the product and regular uploading of products data files (such as but not limited to error logs and utilization data for improvement of Philips products and services and aggregation into services).
    10.2 Customer’s failure to provide such access will constitute Customer’s waiver of the scheduled planned maintenance service and will void support or warranty coverage of product malfunctions until such time as planned maintenance service is completed or RSN access is provided.
    10.3 Customer agrees to pay Philips at the prevailing demand service rates for all time spent by Philips service personnel waiting for extended coverage.
11. **Transfer of System**

11.1 In the event Customer transfers or relocates the System, all obligations under this warranty will terminate unless Customer receives the prior written consent of Philips for the transfer or relocation.

11.2 Upon any transfer or relocation, the System must be inspected and certified by Philips as being free from all defects in material, software and workmanship and as being in compliance with all technical and performance specifications.

11.3 Customer will compensate Philips for these services at the prevailing service rates in effect as of the date the inspection is performed.

11.4 Any System which is transported intact to pre-approved locations and is maintained as originally installed in mobile configurations will remain covered by this warranty.

12. **Limitation of Liability**

12.1 THE TOTAL LIABILITY, IF ANY, OF PHILIPS AND ITS AFFILIATES FOR ALL DAMAGES AND BASED ON ALL CLAIMS, WHETHER ARISING OR RELATING TO FROM BREAch OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHER TORT, OR OTHERWISE, ARISING FROM A PRODUCT, LICENSED SOFTWARE, AND/OR SERVICE IS LIMITED TO THE PRICE PAID HEREUNDER FOR THE PRODUCT, LICENSED SOFTWARE, OR SERVICE GIVING RISE TO THE LIABILITY.

12.2 THIS LIMITATION SHALL NOT APPLY TO:

(a) THIRD PARTY CLAIMS FOR DIRECT DAMAGES FOR BODILY INJURY OR DEATH TO THE EXTENT CAUSED BY PHILIPS NEGLIGENCE OR PROVEN PRODUCT DEFECT;

(b) CLAIMS OF TANGIBLE PROPERTY DAMAGE REPRESENTING THE ACTUAL COST TO REPAIR OR REPLACE PHYSICAL PROPERTY TO THE EXTENT CAUSED BY PHILIPS NEGLIGENCE OR PROVEN PRODUCT DEFECT;

(c) 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; and;

(d) 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.

13. **Disclaimer**

13.1 IN NO EVENT SHALL PHILIPS OR ITS AFFILIATES BE LIABLE 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 PRODUCTS OR SERVICES WHETHER ARISING FROM BREAch OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHER TORT.

14. **FORCE MAJEURE**

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

Philips system specifications are subject to change without notice.
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<th>Quotation #: 1-1QAMK4Z</th>
<th>Rev: 14</th>
<th>Effective From: 13-Jun-18</th>
<th>To: 12-Aug-18</th>
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**Presented To:**
UNIVERSITY MEDICAL CENTER  
1800 W CHARLESTON BLVD  
LAS VEGAS, NV 89102-2386

**Presented By:**
Natalie Kies  
*Account Manager*  
Tel: (720) 354-6928  
Fax: (720) 280-5924

Sue Keeley  
*Regional Manager*  
Tel: (720) 354-6928  
Fax: (720) 280-5924

**Date Printed:** 13-Jun-18

**Submit Orders To:**
22100 BOTHELL EVERETT HWY  
BOTHELL WA 98021

Tel: (949) 726-3100  
Fax: (425) 458-0390

**Alternate Address:**

---

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

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<th>Product</th>
<th>Qty</th>
<th>Price</th>
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<tr>
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Equipment Total: $3,231,142.00

## Solution Summary Detail

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Buying Group: HEALTHTRUST PURCHASING GROUP
Contract #: 500005

Add'l Terms:

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

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

Payment Terms: 0% Down, 80% Upon Delivery, 20% Due When the Product is Available for First Patient Use, Net due 30 days from date of invoice
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<td>NCVC542 Dynamic Coronary Roadmap</td>
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<td>1</td>
<td>NCVD069 ClarityIQ.</td>
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<td>FCV0824 video WCB on rear side 1st MCS</td>
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<td>NCVD058 FlexSpot</td>
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<td>FCV0588 Isolated Wall Connection Box</td>
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<td>NCVD099 Quantitative Coronary Analysis</td>
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<td>NCVA694 Subtracted Bolus Chase</td>
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<td>989801220012 Cable Spooler</td>
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<td>989801220273 Ceiling Track w/Column &amp; Handle Ext</td>
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**Quote Summary**

100237 Azurion 7 M20

**Quotation #:** 1-1QAMK4Z  **Rev.:** 14
<table>
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**Options**

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<tr>
<td>1</td>
<td>989801220158 Mark 7 Arterion, Table Mount</td>
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System Type: New
Freight Terms: FOB Destination
Warranty Terms: Part numbers beginning with two (2) asterisks (**) are covered by a System 12 Months Warranty. All other part numbers are third (3rd) party items.
Special Notations: Contingencies must be removed 120 days before scheduled shipment to assure delivery on specified date. Any rigging costs are the responsibility of the Purchaser.

Additional Terms:

<table>
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<th>Line #</th>
<th>Part #</th>
<th>Description</th>
<th>Qty</th>
<th>Each</th>
<th>Price</th>
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<td>Azurion 7 C20 Catalyst Upgrade</td>
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</tbody>
</table>

The Philips Catalyst Conversion Program is a cost-effective way to transform your current system into the Philips Azurion 7C20. The end result after conversion is fully equal to a completely new Philips Azurion 7C20 system, including lifetime support, compatibility, functionality and upgradeability.

The Philips Azurion 7C20 is an advanced solution for vascular, non-vascular, embolization to interventional oncology procedures

Key benefits
• Optimized utilization of your lab by procedure based workflow
• Superb image quality to evaluate small details and vessels with clarity.
• Intuitive user interaction delivering an easy to use, easy to learn system
• Significant reduction of room reconstruction costs and down time

Changing interventions
With our Live Image Guidance we aim to remove barriers to safer, effective and reproducible treatments, delivering clinical value where it’s needed most - at the point of patient treatment. Intelligent and intuitive integration of live imaging, patient information, and procedure-based applications optimize real time therapy guidance.

The 7 series C20 ceiling system is designed to enhance all the different procedures your interventional lab faces, from vascular, non-vascular and embolization to interventional oncology procedures. This future proof solution is designed around a single, standardized hardware and software platform that can be upgraded and expanded as new needs arise or requirements change. Its architecture is made to easily integrate with third party applications and devices. A new workflow approach aims to support interventional teams in carrying out procedures for their patients, consistently and efficiently with great ease of use.

The Philips Azurion 7C20 uses a range of Procedure Cards to help optimize and standardize system set-up for your cases, from routine to mixed procedures.

Procedure Cards can increase the consistency of exams by offering presets (e.g. most-frequently used, default protocols and user-specified settings) on procedure-, physician- or departmental level. In addition, hospital checklists and/or protocols can be uploaded into the Procedure Cards to help safeguard the consistency of interventional procedures and help to minimize preparation errors.

The Philips Azurion 7 C20 interventional X-ray suite has been specifically designed to save time by enabling the interventional team to work on all activities in the exam room - and at one or more work spots in the control room at the same time - without interrupting each other. This leads to higher throughput and faster exam turnover and contributes to quality of care.

To improve dose management, Philips Zero dose positioning enables you to move the stand and table to the region of interest shown on the last clinical image hold before a new acquisition is started, without any radiation.

Specifications
The Philips Azurion series contain a number of features to support a flexible and patient centric procedural workflow.

The Philips Azurion series (within the limits of the used Operating Room table) are intended for use to perform:
The Philips Azurion 7 C20 system comprises five functional building blocks:
1. Geometry
2. X-ray Generation
3. Image Detection
4. User Interface
5. Viewing
Each functional building block is explained in further detail including accessories.

1. Geometry
A. 7 C20 stand
The Philips Azurion 7 C20 stand is a stable assembly of a C-arm and a ceiling suspended L-arm. The X-ray tube and the flat detector are integrated into the C-arm. This provides a compact assembly completely free from the floor, with maximal positioning flexibility and unrestricted access to the patient. The robust design ensures excellent reproducibility of projections, needed in for example subtracted imaging procedures and advanced 3D imaging. The L-arm can be rotated and moved in longitudinal direction allowing a three-sided patient approach and total body coverage.
- L-arm rotation around the patient table: +90, 0, -90 degrees.
- L-arm longitudinal movement: 300 cm
This movement features auto-stops at the parking position, cardio/neuro position and lower peripheral position.
B. Patient Support
The patient support provides very light manual float movement, even for heavy patients, thanks to the mono-bearing technology. The long flat carbon fiber tabletop provides ample space to place e.g. catheters and endovascular tools. On customer request, the standard table top can be replaced by a table top for neuro procedures. This table top has a smaller width at the head end for better imaging results in neuro procedures.
- Table top length of 319 cm, width 50 cm (neuro table top is 45cm at head end)
- Metal-free cantilever 125 cm
- Floating table-top movement of 120 cm longitudinal and +/- 18 cm transversal
- Motorized height adjustment range is 74 -102 cm cm for a table without swivel nor cradle/tilt.
- Maximum cantilever of 223 cm , for full patient coverage
- Table tilt +17 /-17 degrees (optional)
- Table cradle +15 / -15 degrees (optional)
- Pivot range 270 degrees (-90 to +180 or +90 to -180 degrees), table can be locked at any position and has stops at 0, +/-13, +/- 90 and +/- 180 (optional)
- Table swivel, 78.2 cm longitudinal displacement, motorized (optional).
- Maximum load: 275 kg (up to 250 kg patient weight plus 25kg accessories or 225kg patient weight plus 50kg accessories) plus 500 N for CPR in any longitudinal position of the table top

The UIM modules are not accessories; make consistent with "AD7 accessories Cardiac"
The Philips Azurion system can be fitted with a comprehensive set of accessories to help you perform your procedures as conveniently as possible. Included are
- 1 cerebral filter
- 3 rail accessory clamps
- 1 drip stand

-Set of patient Straps
-1 Arm Support Board
-1 Head Support
- 1 mattress

The mattress is a slow recovery foam mattress with a density of 58 kg/m³. The mattress has a thickness of 7 cm and adapts to the body shape of the patient. It makes the pressure being divided equally and it recovers when the patient is taken off the mattress. The light yellow cover is easy to clean. Patients are more relaxed due to the comfort of this mattress.

**System & table APC**

Helps to save time and manage X-ray dose with automatic positioning

Positioning the X-ray system to visualize relevant anatomy from different perspectives can involve a great deal of time and many scout images during interventional procedures. To help save time and manage X-ray dose while working, the Automatic Position Controller (APC) provides an easy way for interventional team members to store and recall stand-related positions.

**Specifications**

The system APC stand and table positions need to be stored and recalled separately

---

2. **X-ray Generation**

A. **Generator**

The 7 C20 system comprises an integrated, micro-processor controlled Certeray generator based on high frequency converter technique. The user interface control of this X-ray Generator is incorporated in the touch screen module, review module, and the on-screen displays. The Certeray generator comprises:

- X-ray generator 100 kW
- Voltage range is 40 - 125 kV
- Maximum current 1000 mA at 100 kV
- Maximum continuous power for fluoroscopy: 1.5 kW

Program selection:

- Pulsed X-ray up to 3.75, 7.5, 15, 30, 60(optional) frames/s for digital dynamic exposures
- Pulsed X-ray for pulsed fluoroscopy (3.75, 7.5, 15, 25, 30 frames/s).
- Minimum exposure time of 1 ms
- ECG triggered acquisition: allows acquiring one exposure for each QRS peak with selectable delay time
- Automatic kV and mA control for excellent image quality prior to run to save dose
- X-ray tube load incorporated in the Certeray generator
- Pulsed X-ray for (subtracted) acquisition up to 12 frames/s for vascular applications

Frame rate extension to 30 frames per second.

**Designed to enhance visualization in complex interventions**

Frame rate extension to 30Fr/sec increases the system acquisition speed up to 30 frames per second for cardio studies requiring high-speed imaging.

**Specifications**

The frame rate extension increases the acquisition speed to 15fps and 30fps with a 1024x1024 matrix.

Specifications
The frame rate extension increases the acquisition speed to 15fps and 30fps with a 1024x1024 matrix.

B. System intrinsic
- Fully digital imaging chain in maximizing the utilization and technology of the x-ray generator, x-ray tube, flat detector and image processing.
- Customizable EPX protocols to each application according to user preferences for different composition of dose rate, pulse speed, filter setting, and image processing (noise reduction, adaptive contour enhancement, adaptive harmonization)
- Built-in SpectraBeam filtering of low energy radiation to improve image quality and dose efficiency with MRC200+ X-ray tubes.
- Pre-filters of 0.2, 0.5 and 1.0 mm CU equivalent
- Automatic cardiac wedge positioning
- X-ray depth collimator with single semi-transparent wedge filter with manual and automatic positioning.
- Xper Beam Shaping, which means that both shutters and wedges can be positioned on the Last image Hold without the need for X-ray radiation.
- Xper Fluoro Storage, a grab function allows storage and archiving of both a fluoro image or the last 20 seconds of fluoroscopy run. These images or runs can be archived and reviewed as a regular run.

C. User selections
- Removable anti-scatter grid to lower x-ray dose for pediatrics (grid ratio 13:1)
- ECG triggered acquisition, offering the possibility to acquire images at the same phase of the heart cycle. This applies to the low dose fluoro and exposure program for EP applications. This allows patient dose reduction by lowering the pulse rate to 1 pulse per heart and let the physician still focus on relevant items
- Three programmable fluoroscopy modes can be selected from the control module. Each mode has a different composition of dose rate, pulse speed, filter setting, and image processing (noise reduction, adaptive contour enhancement, adaptive harmonization)

Roadmap Pro can be selected from the control module.
In the first Roadmap phase a vessel map is created by live fluoroscopy or by selecting an exposure image (SmartMask) with a vessel map which, in the second Roadmap phase, is superimposed with subtracted live fluoroscopy.
Roadmap Pro features Smart Settings in special clinical modes that are optimized to visualize special materials such as coils and glue.
- Acquisition runs can be done without losing the vessel map of Roadmap Pro.
- Live processing of the vessel map, the device map and the landmark map can be done on the touch-screen module.
- Field of View (FoV) can be altered during the second phase.
- XRES for vascular procedures is standard part of Roadmap Pro.

In Roadmap Pro "Automatic Motion Compensation" (AMC) is added to the roadmap functionality. During roadmap, small movements of the patient can lead to subtraction artifacts. These artifacts might conceal important clinical information. "Automatic Motion Compensation" compensates for rigid, uniform (skeletal/table) translations and is therefore very effective in interventional (neurology) applications where subtraction imaging is applied. Disclaimer: AMC only corrects movement artifacts in 2 dimensions. 3 dimensional movements like swallowing or rotation of the head cannot be corrected.

D. User dose awareness
### DoseWise program

Philips DoseWise program is a set of techniques, programs and practices built into the X-ray system that ensures excellent image quality during each interventional application, while at the same time reducing x-ray dose at every opportunity. The DoseWise comprises of three building blocks to help reduce x-ray dose without compromising diagnostic quality: system intrinsic, user selection and awareness.

On-system monitor display provides and displays body zone specific Air Kerma data (10 zones for cardiac applications) in numeric and graphical bars.
- Graph displays the accumulated Air Kerma dose for the particular body zone of the actual projection
- When the accumulated Air Kerma dose of the particular body zone reaches the critical skin dose level of 2 Gy, it will be indicated on the display and made visible to the x-ray operator.

### Radiation Dose Structured Report

Collection of dose relevant parameters and settings and export to a DICOM database (e.g. PACS) (dose information is sent in MPPS message not as Radiation Dose Structure report), according IEC60601-2-43, 2nd Edition. The reported data can be used for, for example:
- Quality improvement: evaluating trends in X-ray dose performance per facility, system and operator. RDSR enables analysis of average dose levels & variance for routinely performed exams and procedures. Also, typical system usage can be extracted from the data, helping to identify root causes behind deviations and measures to improve.
- Analysis of individual patient cases: using dose levels and system usage per procedure
- Alerting for high dose cases, timely identifying patients at risk or deterministic effects, for proper follow-up.

### Secondary Capture Dose Report

The Secondary Capture Dose Report function allows the user to save & transfer, manually or automatically, a patient Dose Report to PACS in DICOM secondary capture format. The dose report will be stored in the related patient image folder.

### 3. Image Detection

The system has a 20 inch flat panel image detector. This detector can be rotated over 90 degrees from portrait to landscape and vice versa.

The image chain with the 20 inch flat panel image detector comprises the following:
- A 30 cm by 40 cm (20 in.) diagonal 8 mode Dynamic Flat Detector subsystem for fluoroscopy and cine-fluorography.
- 8 modes 30*38/30*30/26*26/22*22/19*19/16*16/13.5*13.5/11*11 cm, Dynamic Flat Detector
- The outer detector physical housing is 36 x 47.2 cm
- The digital output of the Flat detector is 1904*2586 pixels at 16 bit depth.
- The pixel pitch is 154 micron by 154 micron
- The DQE(0) is >77% providing high conversion of X-ray into a digital image, while maintaining a high MTF.

Philips Azurion offers a storage capacity of (optionally extendable) of 50,000 images at matrix size of 1024 x 1024, in 8 or 10 bit depth. With a matrix size of 2048 x 2048 this is 12,500 images. Maximum number of examinations is 999, with no limit to the maximum number of images per examination.

Xres is a multi-resolution spatial temporal noise reduction and edge enhancement filter for interventional applications. Xres exploits the full benefits of dynamic digital flat detector imaging to enhance sharpness and contrast and has been designed to reduce noise in fluoroscopy and exposure runs. The settings for Xres Cardio can be customized to improve image quality. Xres is a Philips unique image processing algorithm developed at Philips Research for medical applications. Xres is used with Philips MR and US scanners next to Philips Azurion systems.
4. User Interface

User Interface in Examination Room

The User Interface comprises a variety of User Interface modules in the Examination Room.

There is the On-Screen Display, the touch screen module, Viewpad and the control modules.

The On-Screen Display is positioned on the left side of the live/ref monitor. The following system information is displayed:

- X-ray indicator
- X-ray tube temperature condition
- Gantry position in rotation and angulation
- Source Image Distance
- Table height
- Table top tilt and cradle angle, if applicable
- Detector field size display
- General System messages ()
- Selected Frame speed ()
- Fluoroscopy mode ()
- Integrated fluoroscopy time ()
- Skin Dose: dose rate during X-ray, cumulated dose when no X-ray ()
- Dose Area Product: dose rate during X-ray, cumulated dose when no X-ray ()
- Graphical bars for Body Zone specific dose-rate and accumulated skin dose levels, related to the 2 Gy level (for cardiac applications)
- Stopwatch

Pan Handle

The pan handle is an extension of the control possibilities for floating movements of the table top in cardiovascular and neuro systems

Key benefits

- Flexible positioning during cardio and neuro procedures

To allow more flexible positioning during cardio and neuro procedures, the pan handle option can be used to perform floating table movements. The pan handle provides a solid grip of the tabletop and can release and apply the tabletop brakes. It can be attached anywhere along the tabletop and accessory rails without affecting the floating range.

Specifications

Pan handle with cable and connector

Table-top attachment clamp

Accessory-rail attachment clamp

Two Touch screen modules

The touch screen module is provided for use at either the tablesde or in the control room. Optionally, it is possible to connect in parallel up to three touch screen modules on the system.

The touch screen module has a touch screen, which can be operated when covered with sterile covers. The touch screen module allows control of (depending on configuration):

- 3rd party equipment (e.g. CX50, Interventional Tools, EchoNav, DoseAware)
- Monitor layout (FlexVision, switchable viewing)
- X-Ray settings (Collimation, Projections, Table, Series and Processing)
- Quantitative Analysis (optional) User can only start QA from the touch screen module. No controls like coronary analysis, left ventricular and vessel analysis can be performed on the touch screen module.
- Operation of Xcelera, XperiM and IntelliSpace Portal viewing (optional)

Viewpad
The Viewpad contains the preprogrammed function settings. The system is provided with two Viewpads. The following functions are provided:
- Run and image selection
- File and run cycle
- File overview
- Store to Reference image file
- Copy image to photo file
- Digital (fixed) zoom and panning
- Recall reference images, which means switching control of Viewpad function from life to reference monitor
- Laser pointer, intended to point at regions of interest on the image monitors
- LED indication of laser pointer on/off and battery low

- Subtraction on/off
- Remasking
- Landmarking

- Access flat detector rotation

User Interface in Control Room
The control room comprises a review module, data color monitor and review monitor. The data and review functions are controlled by a single keyboard and mouse. The review module offers the basic functions for review. The most prominent functions can be controlled by the push of a button. The review module comprises the following functionality:
- Power on/off
- File and run cycle
- File, Run, and Image stepping
- Run and file overview
- Reset fluoroscopy timer
- Enable/disable X-ray
- Geo disable

Acquisition monitor. A standard keyboard and mouse control the user interface. The acquisition monitor is intended to follow live case in the ER. System information is displayed on the bottom of the monitor:
- Stopwatch and Time
- System guidance information
- Dose Area Product (DAP) and Skin Dose, as dose rate during X-ray and cumulative dose at no X-ray
- Frame speed settings, fluoroscopy mode, and accumulated Fluoroscopy time
- Exposure and fluoroscopy settings as Voltage (kV), Current (mA) and time (ms)
- Geometry information as rotation, angulation, and SID

The acquisition monitor is designed for standard workflow based on scheduling, preparation, acquisition, review, report, and archive.
Scheduling
In the scheduling page it is possible to add new patients (either querying from RIS/CIS or by creating patient locally). The patients can be listed and selected per date, physician, and intervention type. Previous DICOM patient studies can be uploaded with the DICOM Query Retrieve function in the Philips Azurion system. Patient management protocols are flexible and allow for multiple studies to be selected under one patient identification number. This means that new studies can be appended to an earlier patient file. Furthermore, each study can contain multiple examinations to allow for split administrative purposes. Each examination contains multiple files, like acquisition file, reference file, and QA results file.

Procedure Cards
Procedure Cards provide the information of room and patient preparation for each individual physician. Procedure Cards are customizable per setting and allow each physician to provide their own room protocols. Procedure Cards is intended to make hard copies of the protocol instructions redundant.

Acquisition
The acquisition page contains information on the currently selected patient.

Reviewing
The review page allows for reviewing of patients:
- Previous examination cases
- Review of other DICOM XA or DICOM SC studies.

Quantitative Vascular Analysis

Key benefits

- Allows quantitative assessment of different size vessels such as aortic and peripheral
- Aids confident decision making for device selection, approach angles and follow-up
- Designed for efficiency with single click functions and fast results

Easily obtain objective assessment of aortic and peripheral vasculature to support decision making and allow quantitative assessment of vasculature during vascular interventions, the 2D quantitative vascular analysis option supports quantification such as aortic and peripheral artery dimensions of about 5 to 50 mm from 2D angiographic images. With one click, the relevant segment is detected and a visualization of the obstruction, healthy vessel, reference diameter, stenosis diameter and plaque area is created.

Specifications:

- Automated vessel segmentation
- Diameter measurement along selected segment
- Automated obstruction analysis
- Stenosis diameter, stenosis length
- % stenosis diameter, % stenosis area
- Automated and manual calibration routines
- Store result page

Analysis of the targeted vessel segment has been simplified with the single click function. Position the mouse on or close to the stenotic area and click once to detect the relevant segment.
visualization shows the obstruction, healthy vessel, reference diameter, stenosis diameter and plaque area.

Archiving
Clinical studies can be archived to a CD/DVD, USB or a PACS. The archive process can be completely automated and customized with settings. Parameters like multiple destinations, archive formats can be selected to the individual needs and wishes for programming under the settings.

With Philips Azurion the control room comprises of an acquisition monitor and a review monitor. The review monitor is a 24 inch color TFT-LCD medical grade monitor. The Graphical User Interface on the Review monitor has the following features and possibilities:
- Step through file, run, or images
- File, and run overview
- Contrast, brightness, and edge enhancement settings
- Flaging of runs or images for transfer
- Applying text annotation in images
- DICOM printing if available
- Executing Quantitative Analysis Packages if available
- Subtraction functionality if available

This system is delivered with printed instructions for use and/or electronic instructions for use, as well as a quick start leaflet. A printed paper instructions for use can also be ordered at no additional cost.

5. Viewing
A. Viewing in Examination room
Philips Azurion systems come with one 27 inch high brightness color medical grade LCD monitor for clinical image display in the Examination room. This LCD monitor is intended for viewing in the examination room and is designed for medical applications. The monitors is used for combined viewing of live images and reference display. Selection and storing of live to reference monitor is controlled by the infra-red remote-control viewpad or via touch screen module.
The On-Screen Display provides status information on stand rotation-angulation, table height, display of system messages, X-ray tube load status, selected fluoroscopy mode, selected detector Field of View, and both the rate and accumulation of the dose area product and Air Kerma dose. The main characteristics are:
- 27 inch high brightness color TFT-LCD display
- Native format 1920x1080 Full HD
- 10 bit gray-scale resolution with gray-scale correction
- Wide viewing angle (approx. 178 degrees)
- High brightness (max 650 Cd/m2, default 400 Cd/m2)
- Long term luminance stability through backlight stabilization circuit
- Automatic brightness control with backlight sensor
- Control functions on side
- User programmable and standard reference setting
- On-Screen Display
- Internal selectable lookup table for gray-scale transfer function, including DICOM
- Internal power supply (100-240 VAC)
- Integrated LCD protection screen

If applicable included is a flat monitor ceiling suspension for 2 monitors (2F MCS). MCS includes motorized height adjustment. The ceiling suspension allows flexible monitor positioning over a range of about 360 x 300 cm. At customer request, this 2 monitor MCS can be replaced by a 4 or 6 fold MCS or an MCS integration kit HD for non-Philips MCS. The MCS integration kit HD contains vital parts for system operation.
B. Viewing in Control room
Philips Azurion includes two 24 inch high brightness color LCD monitors. The color monitors are for acquisition and reviewing display.
The main characteristics for color monitor are:
- 24 inch color TFT-LCD display
- Native format 1920x1080 Full HD
- High brightness (max 400 Cd/m2, default 350 Cd/m2)
- Wide viewing angle (approx. 178 degrees)
- Long term luminance stability through backlight stabilization circuit
- Automatic brightness control with backlight sensor
- Control functions on side
- User programmable and standard reference setting
- On-Screen Display
- Internal selectable lookup table for gray-scale transfer function, including DICOM
- Internal power supply (100-240 VAC)
- Integrated USB hub

A Philips Azurion system includes the DICOM Image Interface which enables the export of clinical images to a DICOM destination like a CD-Medical station or a PACS server. The export formats are based on DICOM 3.0 protocols. The system exports clinical studies in Cardiac DICOM XA Multi-Frame or DICOM Secondary Capture formats.
The DICOM Image Interface transfers through its fast Ethernet link, making images available online within seconds. The archive process can be configured by X-ray settings. The images are sent out either in the background, or manually upon completion of the examination. The export format is configurable in 512x512 or 1024x1024 matrix in 8 or 12 bit depth. The examination can be sent to multiple destinations for archiving and reviewing purposes. The DICOM Image Interface provides DICOM Storage and DICOM Storage Commitment Services. The DICOM Query/Retrieve function allows older DICOM XA MF and DICOM SC studies to be uploaded in the system. Furthermore, additional information can be appended to a study while keeping the patient identification the same.
Remote Intercom

Uninterruptable Power System (UPS)
Ensures data integrity
A power failure of the hospital mains during an intervention can cause loss of data. If this occurs, the single phase Uninterruptable Power System (UPS) enables a proper shut-down of the X-ray system processor units.
Specifications

In case a full three phase UPS is selected, the single phase UPS is not delivered.

Remote service
Access to the system from a Remote location is possible via network or modem connection. Remote access to a system can shorten the time needed for e.g. changing system settings or problem diagnosis.

Environmental
At Philips Healthcare, we feel the responsibility towards society and the environment. The latest 7 C20 system is a perfect example of our EcoVision program. By examining every aspect of the 7 C20 design and development through a green eye, we drastically reduced the products environmental impact.

Clinical Education Program for Azurion System:
The purchase of the Azurion System includes a StartRight entitlement pool that allows for the customized delivery of educational events to improve staff time to proficiency, knowledge on system features, and improve overall lab efficiency. For new users, the recommended series of educational events includes:

Essentials OffSite Education: Philips will provide up to two (2) Cardiovascular Technologists, Registered Technologists, Registered Nurses, or other system operator as selected by customer, with in-depth didactic, tutorial, and hands-on training covering basic functionality and work-flow of the cardiovascular imaging system. In order to provide trainees with the ability to apply all fundamental functioning on their system, and to achieve maximum effectiveness, this class should be attended no earlier than two weeks prior to system installation. This twenty-eight (28) hour class is located in Cleveland, Ohio, and is scheduled based on your equipment configuration and availability. Due to program updates, the number of class hours is subject to change without notice. Customer will be notified of current, total class hours at the time of registration. This class is a prerequisite to your equipment handover OnSite Education. CEU credits may be available for each participant that meets the guidelines provided by Philips. Please refer to guidelines for more information. In the event that an EP Navigator workstation has also been ordered, the offsite training course will be tailored to focus on the electrophysiology functionality of the FD system and the EPN workstation. Travel and lodging are not included, but may be purchased through Philips. It is highly recommended that 989801292102 (CV Full Travel Pkg OffSite) is purchased with all OffSite courses

Initial Handover OnSite Education: The primary Philips Education Specialists will provide twenty-eight (28) hours of education for up to four (4) students, selected by customer, including technologists from night/weekend shifts if necessary. Students should attend all 28 hours, and must include the two OffSite education attendees. CEU credits may be available for each participant that meets the guidelines provided by Philips. Please refer to guidelines for more information. Note: Site must be patient-ready. Philips personnel are not responsible for actual patient contact or operation of equipment during education sessions except to demonstrate proper equipment operation. It is highly recommended for systems that are fully loaded or for customers with a large number of staff members to also purchase 989801292099 (CV Add OnSite Clin Educ 24h).

FollowUp OnSite Education: Philips Education Specialists will provide sixteen (16) hours of education for up to four (4) students, selected by customer, including technologists from night/weekend shifts if necessary. Students should attend all 16 hours, and must include the two OffSite education attendees. CEU credits may be available for each participant that meets the guidelines provided by Philips. Please refer to guidelines for more information. Note: Site must be patient-ready. Philips personnel are not responsible for actual patient contact or operation of equipment during education sessions except to demonstrate proper equipment operation.

Assessment OnSite Year 1: The primary Philips Education Specialist will perform a two day onsite assessment at the customer site on or close to the first anniversary of the Initial Handover. The Specialist will assess through various means not limited to; physical observation of procedure workflow, tool usage data analysis and staff interviews. The Specialist will then review findings with department head and make recommendations thereof. The Specialist may perform refresher training if required.

Education expires one (1) year from installation date (or purchase date if sold separately). Ref#296339296340296341296342-20170209

2 **NCVC542 Dynamic Coronary Roadmap 1
Dynamic Coronary Roadmap

When advancing guidewires and devices through the vasculature during percutaneous coronary interventions, it's important to understand the relationship between the device and the anatomy. Navigation is based on the physician's knowledge of the patient's anatomy as shown on angiograms and live fluoroscopic images. As the physician works, small shots of contrast agent are applied to check the device position shown on the live fluoro image with the anatomical reference provided by the previously acquired angiogram.

Dynamic Coronary Roadmap combines the live fluoro and angiogram image into a single adaptive roadmap image, which provides immediate feedback on the position of the device and its relationship to the anatomy to guide navigation.

Dynamic Coronary Roadmap features include:
• Automatic creation and storage of a dynamic roadmap from each acquired coronary angiogram. Only one roadmap per projection is stored
• Automatic overlay of the dynamic roadmap on live fluoroscopy
• Automatic guidance to reach projections for which a roadmap is available
• The Dynamic Coronary Roadmap functionality is fully integrated in the interventional X-ray system
• Image snapshots or movies can be archived to any DICOM compatible PACS. These include DICOM XA and DICOM SC

Note: when ordering Dynamic Coronary Roadmap and/or StentBoost Live for a non-FlexVision system a single dedicated color monitor must be added to the MCS.

3 **NCVD069 ClarityIQ. 1

Significantly lower dose- across clinical areas, patients and operators.

Key benefits
• High-quality imaging at low dose levels
• Enhanced work environment for staff through active management of scatter radiation
• Expands treatment options – enables longer procedures to treat obese and high-risk patients with confidence

See with confidence every time
Interventions are becoming increasingly complex, which lengthens fluoroscopy time and increases the need for high resolution imaging. New devices can be more difficult to visualize, making it harder to position them precisely. The prevalence of patients with a high BMI can also require increased dose levels to visualize anatomy. All of these factors inspired us to completely redefine the balance in interventional X-ray with AlluraClarity.

AlluraClarity with its unique ClarityIQ technology gives you exceptional live image guidance during treatment. What's more, you can confidently manage low X-ray dose levels without changing your way of working. In short, you can see what you have to regardless of patient size.

Specifications
ClarityIQ technology is the foundation of Philips X-ray systems with AlluraClarity. It offers:
- Noise and artefact reduction, also on moving structures and objects
- Image enhancement and edge sharpening
- Automatic real-time patient and table motion correction on live images
- A flexible digital imaging pipeline from tube to display that is tailored for each application area
- Over 500 clinically fine-tuned system parameters making it possible to filter out more X-ray radiation and use smaller focal spot sizes and shorter pulses with the grid switching technology of Philips MRC tube and accompanying generator
**FCV0824**  
**video WCB on rear side 1st MCS**

Isolated Wall Connection box on the rear side of the monitor ceiling suspension to support the display of an external video source on a monitor in the examination room.

**Key benefits**
- Easily connect external video in the exam room

**Specifications**
A wall connection box to connect external video (input only), USB and Ethernet. One or two WCB’s (option) can be attached on the rear side of the 1st MCS with a bracket. A cable box (also attached to rear side of 1st MCS) can be used to store connected equipment cables. A maximum of two WCBs/cable boxes can be attached.

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**NCVD058**  
**FlexSpot**

Integrated work spot in the Control Room to view, control and manipulate all applications within a single view.

**Key benefits**
- Access all applications on one compact workplace in the control room
- Set up unlimited custom screen layouts with all relevant information in one view
- Full flexibility of screen layouts (live resize, drag and drop)
- Clutter free and clean control room

**Simplify control room workflow**
Typical interventional control rooms are equipped with several workstations and controls to support procedures that require extra handling and space. FlexSpot helps you save time and space in the control room by giving you seamless access to all applications on one compact workplace. Easily set up any screen layout desired with all relevant information in one view. Resize, drag and drop items just like a tablet.

**Specifications**
FlexSpot offers an integrated workspot in the Control Room with one or more high resolution QHD (2560x1440) displays.

- Show internal video sources (e.g. Review, CR Live)
- Show up to 11 external video sources (e.g. Ultrasound, EchoNav, etc.)
- Video sources can be flexibly displayed on FlexSpot through user customizable presets. Users can customize the displayed layout and assign video sources to viewports as desired
- Up to 4 video sources can be displayed on a single FlexSpot display (excluding the add-on FlexSpot).
  - Per display, the user can choose between 7 different layouts (positioning of viewports)
  - FlexSpot offers user interaction through a keyboard and mouse with which users can seamlessly control all video sources on screen. Seamless means that users can move out of one viewport and into another without needing to press a special keyboard shortcut or use a gesture.
- In systems with both FlexSpot and FlexVision, FlexSpot offers convenient control access of FlexVision from the primary FlexSpot workspot.
- Users can define their own preset groups and preset names.
- Through field service, users can assign their own custom name and icon to a video source (also applies to FlexVision)
- The X-ray status area with all X-ray details is always visible on the primary display of the primary FlexSpot workspot.
- Up to 3 Philips workstations can be integrated into the technical room. With this, the workstations are powered from the system and are fully integrated into the system. Users do not need to separately power on/off these workstations.
- The snapshot function allows the user to store/save a screen-capture of any image on the
FlexSpot as a photo image to the current Acquisition Patient study.
- 27 inch high brightness color LCD monitor for clinical image display in the Control Room.

The main characteristics for color monitor are:
- 27 inch color TFT-LCD display
- Native format 2560x1440 Quad HD
- High brightness (max 500 Cd/m2, default 350 Cd/m2)
- Wide viewing angle (approx. 178 degrees)
- Long term luminance stability through backlight stabilization circuit
- Automatic brightness control with backlight sensor
- Control functions on side
- User programmable and standard reference setting
- On Screen Display
- Internal selectable lookup table for gray-scale transfer function, including DICOM
- Internal power supply (100-240 VAC)
- Integrated USB hub

**FCV0834** | coupling to video switching | 1 |  |  |  |
---|---|---|---|---|
**Key benefits**
- Easily display any data or clinical information needed to work efficiently

**Simplify workflow with flexible viewing control**
Having patient data and clinical information easily available on screen can enhance decision making and efficiency during interventions. Coupling to Video switching enables coupling of maximum 4 color outputs (e.g. Interventional tools, Xcelera, XperIM and IntelliSpace Portal).

**Specifications**
Video splitter box to enable coupling of maximum 4 color outputs (e.g. Interventional tools, Xcelera, XperIM and IntelliSpace Portal) to the switching concept from our partner.
In combination with the MultiSwitch option, the Video splitter box is used to connect a maximum of 3 workstation with a total power dissipation of maximum 1380 W.
For the remaining workstations, up to 4 in total, a second video splitter box needs to be ordered.
In addition, 4 splitter units are delivered to enable coupling of up to 4 of the X-ray system Live and Ref signals to the partner video switching system.
The partner system provides fully galvanically isolated DVI extender cables to connect these signals.

**FCV0588** | Isolated Wall Connection Box | 8 |  |  |  |
---|---|---|---|---|
**Isolated Wall Connection box** to support the display of an external video source on a monitor in the examination room.

**Key benefits**
- Stream video from other modalities on the interventional X-ray suite:
- Connect external video in the exam room

**Easily stream video to other locations**
Many interventional facilities use video to record and stream images from other modalities on the interventional X-ray suite for training or presentation purposes. The Video Wall Connection Box facilitates connection of the video source via a standard DVI cable/connector and lossless transfer of the video signal over the approximate 30 meter long cable. It can be mounted in the examination room or in the control room, depending on the location of the video source.

**Specifications**
The quantity of the VWCB’s has to be calculated as follows:
<table>
<thead>
<tr>
<th>Line #</th>
<th>Part #</th>
<th>Description</th>
<th>Qty</th>
<th>Each</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>For each video signal via MultiVision: 1 VWCB (max = 4)</td>
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<td></td>
<td></td>
<td>For each video signal to FlexVision XL on Cardio System: 1 VWCB (max = 9)</td>
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<tr>
<td></td>
<td></td>
<td>For each video signal to FlexVision XL on Vascular System: 1 VWCB (max = 8)</td>
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<td>For each 3rd party video signal directly connected to an LCD in the MCS: 1x VWCB.</td>
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<td>Note: No VWCB is required in case a video signal is connected directly to a dedicated LCD from the following sources:</td>
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<tr>
<td></td>
<td></td>
<td>1) Live/ref Slaving</td>
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<td></td>
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<td>2) Interventional HW (XtraVision), IntelliSpace Portal, Philips Xcelera (only if workstations are powered by Philips X-ray system)</td>
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<td>3) XperIM</td>
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</table>

8 **NCVD099  Quantitative Coronary Analysis 1

**Key benefits**
- Allows quantitative quantification of coronary artery dimensions
- Aids confident decision making for device selection, approach angles and follow-up
- Designed for efficiency with single click functions and fast results

**Easy to obtain objective assessment of coronary artery**
To support decision making and allow assessment of vasculature during cardiac interventions, the 2D quantitative coronary analysis supports quantification of coronary artery dimensions of about 1 to 6 mm from 2D angiographic images. With one click, the relevant segment is detected and a visualization of the obstruction, healthy vessel, reference diameter, stenosis diameter and plaque area is created.

**Specifications**
- Automated segmentation of selected coronary
- Diameter measurement along the selected segment
- Automated obstruction analysis
- Stenosis diameter, stenosis length
- % stenosis diameter, % stenosis area
- Automated and manual calibration routines
- Store result page

Analysis of the targeted vessel segment has been simplified with the single click function. Position the mouse on or close to the stenotic area and click once to detect the relevant segment. The visualization shows the obstruction, healthy vessel, reference diameter, stenosis diameter and plaque area.

9 **NCVA694 Subtracted Bolus Chase 1

**Helps to visualize vessel structures when blood flow is difficult to estimate.**

**Key benefits**
- Bolus Chase improves results in case of challenging step movements, a mismatch between blood flow and selected program, or lack of real-time image information.

During digital acquisition in non-subtracted mode with uninterrupted real-time image display, the contrast bolus is followed (chased) interactively by a motorized table scan movement using a hand-held speed controller to adapt the speed of the table scan to the contrast flow. With biplane systems, this Bolus Chase is applied with the lateral channel.

**Specifications**
- Framespeed can be adapted.
- Bolusrun is followed with a maskrun, using the same speed curve and framespeed that was generated during the bolusrun.
• Viewing is possible in the subtracted and non-subtracted mode. If subtracted viewing is not required, the maskrun can be skipped.
• Subtracted Bolus Chase gives fast, accurate results high patient throughput and efficient patient management.
• Automated exposure control and precise speed control generate high quality images and excellent subtraction cases.

<table>
<thead>
<tr>
<th>Line #</th>
<th>Part #</th>
<th>Description</th>
<th>Qty</th>
<th>Each</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>**NCVA101</td>
<td>peripheral X-ray filter</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Obtain uniform density of lower peripheral areas</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Enhance consistency of lower peripheral images**

To help clinicians obtain consistent images of lower peripheral anatomy, this option provides a set of flexible X-ray filters. They provide uniform density in angiographic examinations of the lower peripheral area.

<table>
<thead>
<tr>
<th>Line #</th>
<th>Part #</th>
<th>Description</th>
<th>Qty</th>
<th>Each</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>**NCVD220</td>
<td>MRC200+ GS 04/07</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Maximus ROTALIX Ceramic grid switch tube assembly MRC200+ GS 0407</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The MRC 200+ GS 04 07 tube assembly and cooling unit CU 3101 for cardiovascular systems comprises:
- 0.4/0.7 mm nominal focal spot values maximal 30 and 65 kW short time load
- Grid switching at pulsed fluoroscopy and low load exposure (to eliminate soft radiation and improve image quality)
- Continuous loadability: 3400 W (at 21 degrees C room temperature) / 4000 W (= Max assembly continuous heat dissipation)
- Application of SpectraBeam dose management
- Tube housing is oil cooled with thermal safety switch
- Maximum anode cooling rate of 1820 kHU/min
- Anode heat storage capacity of 6.4 [MHUeff]

<table>
<thead>
<tr>
<th>Line #</th>
<th>Part #</th>
<th>Description</th>
<th>Qty</th>
<th>Each</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>**NCVD061</td>
<td>optional ref monoplane</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Additional Ref2 and Ref3 viewport</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Key benefits**

• Easily display any data or clinical information needed to work efficiently

**Simplify workflow with flexible viewing control**

Having patient data and clinical information easily available on screen can enhance decision making and efficiency during interventions. Optional ref monoplane offers an additional video output of the X-ray system offering an additional Ref2 and Ref3 viewport on one LCD monitor. Combined with the Dual Fluoro license this enables users to zoom live images during acquisition, while having the Dual Fluoro image visible on the Ref3 viewport.

<table>
<thead>
<tr>
<th>Line #</th>
<th>Part #</th>
<th>Description</th>
<th>Qty</th>
<th>Each</th>
<th>Price</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>**NCVD059</td>
<td>FlexSpot secondary monitor</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>FlexSpot secondary monitor</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Simplify control room workflow**

This option adds a second QHD (2560x1440) high resolution monitor to the primary FlexSpot workspot.

Specifications
- 2nd Display for FlexSpot enables the user to show up to 8 video sources on a single FlexSpot workspot by combining 2 high resolution displays. Keyboard and mouse control is seamless across the 2 displays, see FlexSpot.

<table>
<thead>
<tr>
<th>Line #</th>
<th>Part #</th>
<th>Description</th>
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<tbody>
<tr>
<td></td>
<td>**NCVD100</td>
<td>Left Ventricular Analysis</td>
<td>1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Quotation #: 1-1QAMK4Z**  **Rev.: 14**
### Key benefits
- Allows quantitative quantification of left ventricular volumes
- Designed for efficiency with single click functions and fast results

### Easily obtain objective assessment of coronary artery
To support decision making and allow quantitative assessment of anatomy during cardiac interventions, the 2D Left Ventricular Analysis option supports quantification of left ventricular volumes and local wall motion from monoplane angiographic series. It calculates the ejection fraction and local wall motion parameters in different formats. Wall contours can be easily drawn both automatically and manually.

### Specifications
- Various LV-volumes: ED, ES, Stroke Volume
- Ejection Fraction
- Cardiac Output
- Centerline Wall Motion
- Slager Wall Motion
- Automated and manual calibration routines
- ECG visualization facilitates image selection for analysis
- Store result pages

<table>
<thead>
<tr>
<th>Line</th>
<th>Part #</th>
<th>Description</th>
<th>Qty</th>
<th>Each</th>
<th>Price</th>
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<tbody>
<tr>
<td>15</td>
<td><strong>NCVA783</strong></td>
<td>table pivot option</td>
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<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Flexible positioning for upper extremity angiography</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Easy patient transfer</td>
<td></td>
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</tr>
</tbody>
</table>

### Flexible positioning and transfers
Transradial access, upper extremity angiography, and patient transfer have never been simpler with our optional Pivot feature. One finger push-to-pivot allows effortless patient positioning. It moves with less friction, making it easier to move larger patients. A secure mechanism locks the tabletop in place to prevent it from moving.

<table>
<thead>
<tr>
<th>Line</th>
<th>Part #</th>
<th>Description</th>
<th>Qty</th>
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<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>16</td>
<td><strong>NCVD064</strong></td>
<td>extension to FlexVision Pro</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Extension to Flexvision large 58 inch high resolution LCD for exam room, enabling flexible screen lay outs and full control (seamless mouse) of up to 11 external sources including third party systems.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Easy tablesid control
With FlexVision Pro, user can control FlexVision and video sources on FlexVision through wireless mouse in Examination Room as well as virtual keyboard and touchpad on the touch screen module in the Examination Room. An operator can resize images and adjust the screen layout during the procedure without going into configuration.

### Specifications
Full control at table side of all applications in the interventional lab (view and control) with a single wireless mouse or with a Touch Screen Module
**SmartMask Monoplane**

**Key benefits**
- Simplifies roadmap procedures by overlaying fluoroscopy with a selected acquired image.
- Enables roadmap procedures to manage radiation dose and contrast media by selecting an image from an acquired series as a mask image.

**Supports navigation during interventions without the need of additional contrast media.**

SmartMask simplifies roadmap procedures by overlaying fluoroscopy with a selected acquired image in the Live X-ray window.

**Specifications**
The reference image can be faded in/out with variable intensity, controlled from tableside. SmartMask uses the reference image displayed on the reference monitor. Any previously acquired image can be used as reference. SmartMask facilitates pre- and post- intervention comparisons to assess treatment results.

**DVD writer**

**Key benefits**
- Store images and information on DVDs for easy sharing

**Store images and information on DVDs for easy sharing**

To provide flexible storage options, a DVD writer is available with the Philips X-ray system. Procedural images and information can be stored on DVDs and used for archiving, training and presentations.

**Specifications**
Export and import of X-ray images and X-ray runs to DVD and/or from DVD

**FlexVision XL HD + 2 LCD's**

**Key benefits**
- Easily access multiple, up to 8, video inputs (including third party systems) video inputs to inform decision making during procedures
- Create custom display templates to support diverse procedures
- The screen layout of the FlexVision XL HD can also be changed from the control room
- Enlarge images to reveal more details and support comfortable working positions

**Diagnostic information easily made available at table side**

In today's interventional setting, as you perform more complex procedures with smaller devices in complex anatomy, you rely on various types of diagnostic information to guide you. To inform decision making in the exam room, Philips offers an advanced digital workspace called FlexVision HD. You can display multiple images in a variety of custom layouts on a large, high-definition LCD screen. Zoom in and out to enhance fine details, while maintaining an overview of all information.
Create custom display templates for specific procedures/physician preferences to easily support diverse procedures.

**Specifications**

FlexVision XL HD offers:

- Native resolution of FD20 can be displayed.
- Sharp images at full size without zoom.
- High Definition display at native resolution for ultimate detail.
- Up to 2k*2k image display fully integrated.
- Enhanced small vessel visualization.

1. **DVI video composition unit**.
   The DVI video composition unit allows the user to direct and switch the video output of all connected medical equipment to specific sub windows of the Philips 58-inch color LCD with LED backlight in the Examination Room.
   - The DVI video composition unit is operated from the touch screen module.
   - The DVI video composition unit supports a wide variety of display formats (up to 1920x1200).
   - Up to 11 external inputs are connected to the DVI video composition unit via wall connection box or boxes.

2. **Medical grade, high resolution color LCD in the Examination Room**
   This display supports the image quality requirements for monochrome X-ray images as well as color images and replaces all displays normally delivered with the system for the Examination Room.
   Main characteristics are:
   - 58-inch, 8 Megapixel color LCD
   - Native resolution: 3840x2160
   - Brightness: Max: 700 Cd/m2 (typical) stabilized: 400 Cd/m2
   - Contrast ratio: 1:4000 (typical)
   - Wide viewing angle (approx. 176 degrees)
   - Constant brightness stabilization control
   - Lookup tables for gray-scale, color and DICOM transfer function
   - Full protective screen Ingress Protection: IP-21

3. **Large color LCD control (touch screen module)**
   - Enlarge information at any stage during the case via the touch screen module in the Examination Room or Control Room.
   - Select viewing lay-outs via the touch screen module in the Examination Room.
   - Create new layouts by matching inputs to desired locations on preset templates.
   - Adjust the screen layout during the procedure without going into configuration.
   - 20 layouts; each layout is customizable, size of viewports can be customized by end user X-ray status area visible with all X-ray details.

4. **Monitor ceiling suspension**
   Monitor ceiling suspension for use in the Examination Room carries the 58-inch color LCD, providing highly flexible viewing capabilities. The monitor ceiling suspension is height-adjustable and moveable along ceiling rails. It can be positioned on either side of the table.

5. **Snapshot**
   The snapshot function allows the user to store/save a screen-capture of any image on the FlexVision HD as a photo image to the current acquisition patient study.
**Extends image storage capacity on your X-ray system**

As imaging data becomes larger, you can quickly reach the limit of the storage capacity on your interventional X-ray system. The Storage extension extends the storage capacity of your interventional X-ray system.

**Specifications**

By default 50,000 images are available, this option will give 100,000 images (this is for 1K2 image size).

<table>
<thead>
<tr>
<th>Line</th>
<th>Part #</th>
<th>Description</th>
<th>Qty</th>
<th>Each</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>21</td>
<td><strong>459800660501</strong></td>
<td>Clip rail 390 cm G-Stand</td>
<td>1</td>
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<tr>
<td></td>
<td></td>
<td>Ceiling rails with clip mounting and isolation parts length 390 cm.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>22</td>
<td><strong>459800938361</strong></td>
<td>Clip rails for MCC (390cm)</td>
<td>1</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>Comprising:</td>
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<tr>
<td></td>
<td></td>
<td>• 2 clip rails length 390 cm.</td>
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<tr>
<td></td>
<td></td>
<td>• Mounting material for 200 cm track pitch.</td>
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<td>23</td>
<td><strong>980406041009</strong></td>
<td>Rad Shield w/ Arm (Contoured)</td>
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<tr>
<td></td>
<td></td>
<td>61X76</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Contoured Rad Shield with Arm rest. 61X76</td>
<td></td>
<td></td>
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<tr>
<td>24</td>
<td><strong>989801220012</strong></td>
<td>Cable Spooler</td>
<td>2</td>
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<tr>
<td>25</td>
<td><strong>989801220273</strong></td>
<td>Ceiling Track w/Column &amp; Handle Ext</td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Mavig 2.5m Ceiling Track with Ceiling trolley, 360 degree column, and brake handle extension.</td>
<td></td>
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</tr>
<tr>
<td>26</td>
<td><strong>989801220279</strong></td>
<td>LED Single Color Exam Lamp</td>
<td>2</td>
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<tr>
<td></td>
<td></td>
<td>LED Single Color M LED130F</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>Examination Lamp</td>
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<tr>
<td></td>
<td></td>
<td>Portegra2 Extension/Spring Arm Combination with M LED 130F, Single Color, incl. Power Supply</td>
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</tbody>
</table>

Light in new dimension LED lamps support your daily operations through innovative technology and design. In addition to advantages provided by MAVIG with all light equipment, LED technology offers the following enhanced features:

- Faceted multi-lens system
- In-depth illumination
- Superior color rendition
- Extension arm 750mm
- Spring arm 900mm
- LED-Examination-light
- Operating voltage is 24V DC. The lamp is supplied with a transformer, should it be used with 230V.

Technical data LED 130F:
### 100237 Azurion 7 M20

<table>
<thead>
<tr>
<th>Line #</th>
<th>Part #</th>
<th>Description</th>
<th>Qty</th>
<th>Each</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td><strong>Light intensity at 1 meter distance:</strong> 60.000 Lux</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>Color rendering index:</strong> Ra = 95</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>Focusable:</strong> yes</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>Focusable size of the light field:</strong> 14-25 cm</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>Color temperature:</strong> 4500 Kelvin</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
<td><strong>Electronic light intensity control at the lamp head:</strong> standard dimming range: 50 - 100 %</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>Temperature increase in head area:</strong> 0.5° C</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>Mains:</strong> 230 V / 60 Hz</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
<td><strong>Power consumption:</strong> 28 W</td>
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</tr>
<tr>
<td></td>
<td></td>
<td><strong>Number of LEDs:</strong> 19</td>
<td></td>
<td></td>
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</tr>
<tr>
<td></td>
<td></td>
<td><strong>Life-span of the LEDs:</strong> &gt; 40,000 h</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
<td><strong>Diameter of the lamp head:</strong> 33 cm</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td><strong>Working distance:</strong> 70 - 140 cm</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>Height Adjustment:</strong> 117 cm</td>
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</tr>
</tbody>
</table>

**27** **989801220357** Volcano CORE IVUS - Cardiac Bundle

CORE Precision Guided Therapy System

CORE CPU, Operator's Manual, Power Transformer, Cable Pre-Install Kit, Connection Box, two (2) Standard Controller and one (1) bedrail mount, 19"NEC Monitor Kit, Phased Array PIM Body, FFR functionality, DICOM Network Connection, ChromaFlo Functionality.

- Includes VH IVUS End User License Agreement

The customer agrees that use of the VH IVUS Software is subject to the terms of the End User License Agreement. A copy of the End User License Agreement is also available from your VOLCANO representative or online at www.volcanocorp.com/products/pdf-files/software-support-vh-ivus.pdf

iFR Hyperemia-Free Lesion Assessment Modality CORE Interface, Operator's Manual. Customer agrees that use of the iFR Application Software License Application with interface to CORE is subject to the terms of the End User License Agreement. A copy of the End User License Agreement is also available from your VOLCANO representative or online at www.volcanocorp.com

**CORE Control Pad**

Bedside touchscreen controller offering system control from the sterile field

**28** **989801220380** Full Load Remote UPS

MGE Galaxy 5000 80 kVA Full Load – 40kW UPS with remote capability. Includes top feed cabinet and optional side panels, ISX001369526 G5TUPSU80KPAdjacent MGE Galaxy 5000 Battery Cabinet with one full string of batteries and standard Galaxy 5000 Adjacent battery Temp sensor. High Voltage 6 Alarm Relays Card

MGE GALAXY 5000 Remote Alarm Status Panel
MGE SNMP/Web Communication Card
Top Feed Auxiliary Cabinet

In the event of a power loss the UPS provides emergency power to allow system function and full X-Ray exposure and fluoroscopy for up to 15 minutes.
<table>
<thead>
<tr>
<th>Line #</th>
<th>Part #</th>
<th>Description</th>
<th>Qty</th>
<th>Each</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>29</td>
<td>**NNAE597</td>
<td>IXR Dynamic Coronary Roadmap OnSite Education</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Philips Imaging Systems Clinical Education Specialist will provide eight (8) hours of education for up to four (4) students, as selected by customer, including technologists from weekend/night shifts as necessary. CEU credits are not available for this portion of training. Please refer to guidelines for more information. Note: Site must be patient ready. Philips personnel are not responsible for actual patient contact or operation of equipment during education sessions except to demonstrate proper equipment operation. Education expires one (1) year from equipment installation date (or purchase date if sold separately). Ref#296309-20170315 This training requires the purchase of Dynamic Coronary Roadmap.</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>30</td>
<td>**NNAE159</td>
<td>30Fr/sec Extension</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>31</td>
<td>**989801220367</td>
<td>X-Ray Wall box</td>
<td>4</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>13 ga steel Wall Connection Box</td>
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</tr>
<tr>
<td>32</td>
<td>SP006</td>
<td>Turnkey Operation</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>See Philips Turnkey Contracting Proposal: N-WES160533A-170673B_UMC Department_AMB_5-4-2018 SOW</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>33</td>
<td>SP019</td>
<td>Trade in Allowance</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Customer represents and warrants that (i) Customer has, and shall have when title passes, good and marketable title to the equipment being traded in and (ii) has the authority to effect such trade in.</td>
<td></td>
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</tr>
<tr>
<td></td>
<td></td>
<td>Product: Allura Xper FD10</td>
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<tr>
<td></td>
<td></td>
<td>Serial Number: 722010_1328</td>
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<td></td>
<td></td>
<td>Manufacturer:</td>
<td></td>
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<td>Trade-In authorization number: 49895</td>
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<td>Trade-In Value:</td>
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<tr>
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<td></td>
<td>De-install Date: 6/10/2019</td>
<td></td>
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</tbody>
</table>

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

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

8. Customer is responsible for all plumbing necessary to properly drain coolant from chiller system and cap the lines.

9. Prior to the Removal Date, Customer shall remove from the room all equipment that is not being de-installed.

34  SP019  Trade in Allowance  1  

Customer represents and warrants that (i) Customer has, and shall have when title passes, good and marketable title to the equipment being traded in and (ii) has the authority to effect such trade in.

Product: TOSHIBA AMERICA MEDICAL SYSTEMS TOSHIBA CV
Serial Number: 99c1062152
Manufacturer: TOSHIBA AMERICA MEDICAL SYSTEMS I

Trade-In authorization number: 44342
Trade-In Value: 
De-install Date: 4/1/2018

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

1. Customer represents and warrants that Customer has good and marketable title to the Trade-In as of the date of this Quotation and will have good and marketable title when Philips removes the Trade-In from Customer's site (the “Removal Date”);

2. Title to the Trade-In shall pass from Customer to Philips on the Removal Date, unless otherwise agreed by Philips and the Customer;

3. Notwithstanding anything to the contrary in any Business Associate Addendum, Customer represents and warrants that as of the Removal Date all Protected Health Information will have been de-identified or removed from the Trade-In;

4. Philips may test and inspect the Trade-In prior to de-installation. If the condition of the Trade-In is not substantially the same on the Removal Date (ordinary wear and tear excepted) as it is identified on the System Disclosure Form, then Philips may reduce the price quoted for the Trade-In;

5. If the removal date is delayed until after the De-Install Date, unless Philips causes the delay, then Philips may reduce the price quoted for the Trade-In by six percent (6%) per month.

6. Philips is responsible for normal de-installation costs of the Trade-In.

7. The trade-in value will not include costs associated for any facility modifications and/or rigging required for de-installation and must be accounted for separately.

8. Customer is responsible for all plumbing necessary to properly drain coolant from chiller system and cap the lines.

9. Prior to the Removal Date, Customer shall remove from the room all equipment that is not being de-installed.
LIST PRICE  $3,231,142.00

Discount

Trade In Amount

Net Price

Buying Group: HEALTHTRUST PURCHASING GROUP  Contract #: 500005

Add'l Terms:

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

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

Price above does not include any applicable sales taxes.

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

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

Tax Status:

Taxable_______ Tax Exempt_______

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

Delivery/Installation Address:  Invoice Address:

__________________________________________________________  

__________________________________________________________  

__________________________________________________________  

Contact Phone #:  Contact Phone #:

__________________________________________________________  

Purchaser approval as quoted:  Date:

__________________________________________________________  

Title:

__________________________________________________________  

This quotation is signed and accepted by an authorized representative in acknowledgement of the system configuration, terms and conditions stated herein.
The Mark 7 Arterion Injection System is the latest in MEDRAD’s “Mark” series of angiographic injectors. Compared to earlier systems, the Mark 7 Arterion injector head is lighter and easier to use so you can focus more on the patient.

The clear and intuitive user interface guides you through proper set-up, and highlights the information you need to perform safe procedures.

Unique to the market, the front load system simplifies set-up and makes for a cleaner tear down. The clear syringe provides a higher level of confidence that you are ready to inject.

Made from a clear material, the Mark 7 Arterion syringe (Catalog ART 700 SYR) allows you to easily view the inside of the syringe for smoother purging of air. And MEDRAD’s famous fluid dots are still there to help-round for fluid, oval for air.

The table mount injector solution ensures the contrast injector is conveniently placed and always available when it is needed. It provides a clean workspace without occupying valuable floor space.

System includes:

- Table Mount
- display control panel
- 6 ft. coiled hand switch
- operation manual (CD)
- 10 ft. head cable
- syringe heat maintainer
- imaging system interface cable for the Allura / Allura Xper
- consumables starters kit

For the MEDRAD Mark7 Injector system Philips is only the distributor. MEDRAD provides the service as well as the application support of both versions unless stated differently in the Philips Service Agreement.

System Specifications:

- Flow Rate 0.1-45.0 ml/s in 0.1 ml increments
- 0.1-59.9 ml/m in 0.1 ml increments
- Volume 1-150 ml in 1 ml increments
- Pressure Limit 100-1200 psi in 1 psi increments
- (150ml syringe) 689-8273 kPa in 1 kPa increments
- Rise Time 0.0-9.9 seconds in 0.1 increments
- Delay Time 0.0-99.9 seconds in 0.1 increments
- Fill Speed 1-20 ml/s
- Fill Volume 1-150 ml
- Syringe Size 150 ml
- Syringe Heat Maintainer 35 °C (95 °F) ± 5 °C (9 °F)
- Protocol Memory 40 Protocols
- Injection Memory History
This product warranty document is an addition to the terms and conditions set forth in the quotation to which this warranty document is attached. Unless specifically listed below, this warranty does not apply to replacement parts. The terms and conditions of the quotation are incorporated into this warranty document. The capitalized terms herein have the same meaning as set forth in the quotation.

1. **Twelve (12) Month System Warranty**
   1.1 Philips Healthcare, a division of Philips North America LLC ("Philips") warrants to Customer that the Philips Cardiovascular Systems ("System") will perform in substantial compliance with its performance specifications, in the documentation accompanying the System, for a period of twelve (12) months after completion of installation or availability for first patient use, whichever occurs first.
   1.2 Any glassware or flat detectors provided with the System is subject to special warranty terms set forth below.

2. **Planned Maintenance**
   2.1 During the warranty period, Philips service personnel will schedule planned maintenance visits, in advance, at a mutually agreeable time on weekdays, between 8:00 A.M. and 5:00 P.M. local time, excluding Philips observed holidays.

3. **System Options, Upgrades or Accessories**
   3.1 Any Philips authorized options, upgrades, or accessories for the System which are delivered and/or installed on the System during the original term of the System warranty shall be subject to the same warranty terms contained in the first paragraph of this warranty, except that such warranty shall expire on the later of: (a) upon termination of the initial twelve (12) month warranty period for the System on which the option or accessory is installed, or (b) after ninety (90) days for parts only from the date of installation.

4. **MRC X-ray TUBES**
   4.1 Philips warrants to Customer, for the warranty periods further specified in this section, that the Philips X-ray tube will be substantially free from defects in material and manufacturing workmanship, which impair performance under normal use as specified in Philips System descriptions and specifications.
   4.2 The warranty period for MRC TUBES provided with Customer’s purchase of a new or refurbished X-ray system shall be the shorter of thirty-six (36) months after installation or thirty-eight (38) months after date of shipment from Philips.
   4.3 The warranty period for purchases of replacement tubes shall be the shorter of twelve (12) months after installation or fourteen (14) months after date of shipment from Philips.

5. **MRC Tube Warranty Exclusion**
   5.1 The above warranty shall not apply to X-ray tubes outside the United States and Canada.
   5.2 Philips obligations under the System warranty do not apply to any System defects resulting from: improper or inadequate maintenance or calibration by Customer or its agents; Customer or third party supplied software, interfaces, or supplies; use or operation of the System other than in accordance with loss, or damage in transit; improper site preparation; unauthorized maintenance or service according to System specifications and System instructions; abuse, negligence, accident, modifications to the System; or, to viruses or similar software interference resulting from the connection of the System to a network.

6. **MRC Tube Warranty Remedies**
   6.1 If a tube is found to fail during the warranty period, and if, in the best judgment of Philips, the failure is not due to neglect, accident, improper installation, use contrary to instructions, or the exclusions stated above, Philips tube warranty liability hereunder is limited to, at Philips option, the repair or replacement of the tube.
   6.2 Any replacement tube would have a warranty period equal to the balance of the warranty period on the tube replaced.

7. **Dynamic Flat Detectors**
   7.1 Philips warrants that the flat detectors provided with the System, if any, will be free from defects in material and manufacturing workmanship for twelve (12) months.
   7.2 Claims must be made within twelve (12) months after installation or fifteen (15) months after date of shipment from Philips, whichever occurs first.
   7.3 If a detector fails to meet this warranty, as Customer’s sole and exclusive remedy, upon return of the detector, Philips will provide Customer a replacement detector at no additional charge.

8. **System Software and Software Updates**
   8.1 The software provided with the System will be the latest version of the standard software available for that System as of the nineteenth (90th) day prior to the date the System is delivered to Customer.
   8.2 Updates to standard software for the System that do not require additional hardware or equipment modifications will be performed as a part of normal warranty service during the term of the warranty.
   8.3 All software is and shall remain the sole property of Philips or its software suppliers.
   8.4 Use of the software is subject to the terms of a separate software license agreement. Customer must sign all such license agreements prior to or upon the delivery of the product.
   8.5 No license or other right is granted to Customer or to any other party to use the software except as set forth in the license agreements.
   8.6 Any Philips maintained or service software and documentation provided with the System and/or located at Customer’s premises is intended solely to assist Philips and its authorized agents to install and test the System, to assist Philips and its authorized agents to maintain and to service the System under a separate support agreement with Customer, or to permit Customer to maintain and service the System.
   8.7 Customer agrees to provide access to such software and documentation to Philips employees, those of its authorized agents, and to authorized employees of Customer only.

9. **Warranty Limitations**
   9.1 Philips sole obligations and Customer's exclusive remedy under any product warranty are limited, at Philips option, to the repair or the replacement of the product or a portion thereof, within thirty (30) days after receipt of written notice of such material breach from Customer ("Product Warranty Cure Period") or, upon expiration of the Product Warranty Cure Period, to a refund of a portion of the purchase price paid by the Customer upon Customer's request.
   9.2 Any refund will be, to the Customer when the product is returned to Philips.
   9.3 Warranty service outside of normal working hours (i.e. 8:00 AM to 5:00 PM, Monday through Friday, excluding Philips observed holidays), will be subject to payment by Customer at Philips standard service rates.
   9.4 This warranty is subject to the following conditions: the product (a) is to be installed by authorized Philips representatives (or is to be installed in accordance with all Philips installation instructions by personnel trained by Philips); (b) is to be operated exclusively by duly qualified personnel in a safe and reasonable manner in accordance with Philips written instructions and for the purpose for which the products were intended; and (c) is to be maintained and in strict compliance with all recommended and scheduled maintenance instructions provided with the Product.
   9.5 Philips' obligations under any product warranty do not apply to any product defects resulting from: improper or inadequate maintenance or calibration by the Customer or its agents; Customer or third party supplied interfaces, supplies, or software including without limitation loading of operating system patches to the Licensed Software and/or upgrades to anti-virus software running in connection with the Licensed Software without prior approval by Philips; use or operation of the product other than in accordance Philips’ applicable product specifications and written instructions; abuse, negligence, accident, loss, or damage in transit; improper site preparation; unauthorized maintenance or modifications to the product; or, viruses or similar software interference resulting from connection of the product to a network.
   9.6 Philips does not provide a warranty for any third party products furnished to Customer by Philips under this quotation; however, Philips shall use reasonable efforts to extend to Customer the third party warranty for the product.

9.7 The obligations of Philips described herein and in the applicable product-specific warranty document are Philips only obligations and Customer’s sole and exclusive remedy for a breach of a warranty.

9.8 THE WARRANTIES SET FORTH HEREIN AND IN PHILIPS WARRANTY DOCUMENT WITH RESPECT TO A PRODUCT (INCLUDING THE SOFTWARE PROVIDED WITH THE PRODUCT) ARE THE ONLY WARRANTIES MADE BY PHILIPS IN CONNECTION WITH THE PRODUCT, THE SOFTWARE, AND THE TRANSACTIONS CONTEMPLATED BY THE QUOTATION, AND ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, WHETHER WRITTEN, ORAL, STATUTORY, EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION ANY INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

9.9 Philips may use refurbished parts in the manufacture of the products, which are subject to the same quality control procedures and warranties as for new parts.

10. **Remote Services Network**
    10.1 Customer will (a) provide Philips with a secure location at Customer's premises to store one Philips remote services network router and provide full and free access to this router, (or a Customer-owned router acceptable to Philips) for connection to the equipment and to Customer's network; or (b) provide Philips with outbound internet access over SSL; at all times during the warranty period provide full and free access to the equipment and the Customer network for Philips use in remote servicing of the product, remote assistance to personnel that operate the products, updating the product and regular uploading of products data files (such as but not limited to error logs and utilization data for improvement of Philips products and services and aggregation into services).

10.2 Customer's failure to provide such access will constitute Customer's waiver of the scheduled planned maintenance service and will void support or warranty coverage of product malfunctions until such time as planned maintenance service is completed or RSN access is provided.

10.3 Customer agrees to pay Philips at the prevailing demand service rates for all time spent by Philips service personnel waiting for extended coverage.
11. **Transfer of System**

11.1 In the event Customer transfers or relocates the System, all obligations under this warranty will terminate unless Customer receives the prior written consent of Philips for the transfer or relocation.

11.2 Upon any transfer or relocation, the System must be inspected and certified by Philips as being free from all defects in material, software and workmanship and as being in compliance with all technical and performance specifications.

11.3 Customer will compensate Philips for these services at the prevailing service rates in effect as of the date the inspection is performed.

11.4 Any System which is transported intact to pre-approved locations and is maintained as originally installed in mobile configurations will remain covered by this warranty.

12. **Limitation of Liability**

12.1 THE TOTAL LIABILITY, IF ANY, OF PHILIPS AND ITS AFFILIATES FOR ALL DAMAGES AND BASED ON ALL CLAIMS, WHETHER ARISING OR RELATING TO FROM BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHER TORT, OR OTHERWISE, ARISING FROM A PRODUCT, LICENSED SOFTWARE, AND/OR SERVICE IS LIMITED TO THE PRICE PAID HEREUNDER FOR THE PRODUCT, LICENSED SOFTWARE, OR SERVICE GIVING RISE TO THE LIABILITY.

12.2 THIS LIMITATION SHALL NOT APPLY TO:

(a) THIRD PARTY CLAIMS FOR DIRECT DAMAGES FOR BODILY INJURY OR DEATH TO THE EXTENT CAUSED BY PHILIPS NEGLIGENCE OR PROVEN PRODUCT DEFECT;

(b) CLAIMS OF TANGIBLE PROPERTY DAMAGE REPRESENTING THE ACTUAL COST TO REPAIR OR REPLACE PHYSICAL PROPERTY TO THE EXTENT CAUSED BY PHILIPS NEGLIGENCE OR PROVEN PRODUCT DEFECT;

(c) 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; and;

(d) 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.

13. **Disclaimer**

13.1 IN NO EVENT SHALL PHILIPS OR ITS AFFILIATES BE LIABLE 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 PRODUCTS OR SERVICES WHETHER ARISING FROM BREACH CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHER TORT.

14. **FORCE MAJEURE**

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

Philips system specifications are subject to change without notice.
The parties specified below agree to the following terms:

A. Philips

<table>
<thead>
<tr>
<th>Name</th>
<th>Philips Healthcare, a division of Philips North America LLC</th>
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<tbody>
<tr>
<td>Address</td>
<td>22100 Bothell-Everett Highway, Bothell, WA 98021 United States of America</td>
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B. Company

<table>
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<tr>
<th>Name</th>
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<tbody>
<tr>
<td>Address</td>
<td>1800 W CHARLESTON BLVD LAS VEGAS, NV 89102-2386</td>
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C. Confidential Information

<table>
<thead>
<tr>
<th>Authorized Purpose</th>
<th>To evaluate Philips’ confidential information relating to pricing for imaging equipment (“Pricing”) in connection with the potential purchase of such imaging equipment.</th>
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<tr>
<td>Period</td>
<td>Begins on the date Pricing is first disclosed and continues for 5 years from date Pricing is last disclosed.</td>
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D. Philips Contact

<table>
<thead>
<tr>
<th>Name</th>
<th>Natalie Kies</th>
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<tr>
<td>Title</td>
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<tr>
<td>Telephone</td>
<td>(720) 354-6928</td>
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Cath Lab 1&3 Project

Submitted By:
Philips North America LLC (“Philips”)

For:
University Medical Center
Las Vegas, NV

June 8, 2018

Turnkey Proposal
Summary

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

This proposal references:
- Philips preliminary site plans: N-WES160533A & N-WES170673B
- The following documents provided by EV&A on 4/9/18: Physicist report, Structural evaluation, Pricing set
- Site walk on 4/11/18 (no as-built drawings were provided by the owner)

The proposal assumes all electrical, HVAC, fire protection and other critical systems and infrastructure are fit, adequate and expandable as needed for the medical equipment to be installed.

Final pricing, sequencing, timing and durations may vary and are contingent on further design meetings after contract award, and the development and approval of a full set construction documents.

Room number: Cath Labs 1 & 3 and specified surrounding areas

Project Summary:

This proposed scope of work and budgetary price includes renovation of existing Cath Lab department including Lab 1 and Lab 3. Room modifications to two Labs and adjacent space for offices / lockers. Include all demo as required including flooring, cabinets, ceilings, doors/frames, glass sliders and misc items. The A/C system shall be reused to fullest extent possible with Humidification. All electrical modifications are included including all equipment requirements, new LED lighting, power for new auto door openers, 120V outlets, and misc power requirements. Medical gases to remain in existing location but modifications will be required. Lead shielding is included (Windows assumed to remain as-is). New doors and frames where required by new floor plan including auto openers. New finishes are include flooring, paint, cabinets and ceilings / ceiling tiles. New trackless sliding glass doors will be installed in both labs.
This will be a multi-phased project. Exact scope of work, sequencing and durations are to be determined at initial planning meeting

Suggested phasing:
- Phase 1 - Cath Lab 3
- Phase 2 – Cath Lab 1
- Phase 3 – Office / Lockers / ADA Restroom

Estimated schedule durations:
- Design – 8-10 weeks
- Plan Check – 10-12 weeks
- Construction (total) – 42-46 weeks (Estimated – contingent upon final scope of work agreed, phasing plan and time between phases)

Scope of Work

DESIGN:

Division 01a – Architectural and Engineering

All architectural and engineering work necessary to complete the project described above, including:

- Any further preliminary/schematic design and design development work.
- Include physicist report to determine required lead shielding. Physicist report shall be included in the design documents only. Post testing or certification is by Hospital.
- Customer meetings.
- All required survey and testing work.
- Construction document production (drawings & specs).
- Copies of the construction documents as required by all parties and other miscellaneous printing costs including read-only CADD files.
- All review and approval work and fees as required by local, State agencies or other governmental authorities having jurisdiction over the work.
- Any redesign work required by review and approval authorities.
- Any pre-construction meetings.
- Shop drawing and submittal review.
- All necessary construction progress inspections, including punch-list and occupancy inspections.
- As-built drawings and specifications showing all changes made during construction.
- Travel costs and all other miscellaneous expenses.

CONSTRUCTION:

Division 01 – General Requirements

- Maintain a job site office area.
- Keep a current and up to date copy of the construction documents in the job site office, marked with red-lines for all changes that occur during the work.
- Provide all required shop drawings and submittals, and keep a copy of all approved shop drawings and submittals in the job site office. Turn over all approved files as well as all
appropriate operation and maintenance manuals to the Owner upon completion of the project.

- Provide all necessary samples and test panels.
- Maintain a full time job superintendent.
- Conduct weekly job progress meetings which include job site safety discussions. On a weekly basis, provide (2) copies of the following: Job status report and action plan; job progress and safety meeting report; an updated job schedule showing actual vs. plan; job site progress pictures with location key; any other pertinent correspondence.
- Provide all necessary temporary utility hook-ups.
- Permit fees are included.
- Deputy inspections fees not to exceed
- Pay all applicable taxes on the work.
- Provide all overtime labor as required to complete the project within the agreed upon schedule.
- Prevailing wage rates are applied.
- Provide all airfreight costs and other expedited material delivery charges required to complete the project within the agreed upon schedule.
- Standard job site work hours are 6:00am to 3:00pm. Permission to work at the site during any periods other than standard work hours must be approved by Director of Facilities in advance, in writing.
- Noise restrictions at the job site are as follows: Demolition and saw cutting.
- HEPA filters and infection control procedures as required by the facility. Maintain negative pressure in the construction area as required by the facility.
- Provide for daily broom cleaning of the job site and debris removal and appropriate disposal
- Use of walk off mats as required by the facility. The entire job site shall be thoroughly cleaned upon completion of the work, prior to turnover to the customer, and re-cleaned after the imaging equipment installation has been completed. Sterile final cleaning/terminal cleaning is not included.
- The storage, staging and delivery of materials to the job site shall be as follows: To be determined at the kickoff/pre-construction meeting.
- Parking for construction workers is restricted to: Off-Site parking will be provided for Philips and its Subcontractor(s). The parking is located at 625 Shadow Lane, 89102 (Clark County Health District Facility). Philips and its Subcontractor(s) will not be allowed to park any vehicles onsite, other than for temporary loading and unloading.
- Compliance with the Owner’s security regulations and dress codes is required.
- Use of the Owners’ facilities is limited to: Rest rooms
- A clean unrestricted access route to the project site is to be provided by the customer.
- This proposal assumes that all of the on-site work will be accomplished in uninterrupted sequential phases, so that once work begins on site it will continue until all work has been completed.

**Division 02 – Existing Conditions**

- Furnish labor and equipment to remove the existing flooring, casework, doors / frames, glass sliders in both labs, ceilings as required for the new work.
- Furnish labor and material to remove the existing doors/ frames Hardware per demo plan.
- Furnish labor and equipment to remove partial ceilings and walls were required by new floor plan. Include removal of existing ceilings from labs.
- Include miscellaneous spot demolition as required for new conduits and boxes as required.
- Include coring of existing slab to run new conduits / utilities as required.
- Existing lead windows to remain as-is.
- All items that are intended to be salvaged by the owner will be so noted and removed by the owner prior to the start of the demolition work.
- This scope of work does not include the removal of any materials, including but not limited to asbestos, deemed hazardous by local authorities, the EPA, OSHA, or any other authority having jurisdiction over the work. If such materials are discovered at any time that the work is proceeding, the work will immediately cease, the owner will be notified, and the work will again proceed after the owner has removed all of the hazardous material from the job site.
Division 03 – Concrete

- Furnish labor and material to fill abandoned cores with concrete. 16 ga metal cap below slab at each infill as required.
- Include infill of glass slider tracks where removed.

Division 04 – Masonry

Division 05 – Metals

- Unistrut (or equal) equipment support is required as follows: Existing Universal rail system to remain as much as possible. Include additional seismic upgrades as required. Include Unistrut caps at all exposed rails after equipment is installed.
- Include all required 16 gauge Partition framing as required constructed of metal studs to construct walls/shafts and ceilings per new floor plan
- Include new drywall ceilings in the two Labs per plans. Include frame outs for lights and HVAC registers.
- Include all framing for new door openings including headers and king studs.
- Include all required backing for casework, anchorage and auto openers.
- The exterior of the existing construction will be: (left untouched)

Division 06 – Wood, Plastics and Composites

- All cabinetry and counters are to be faced with plastic laminate at a minimum, all cabinetry and countertops must meet facility standards. Included in the work is eight (8) lineal feet of base cabinetry with counters, eight (8) lineal feet of wall cabinetry, twelve (12) lineal feet of catheter storage cabinets with glass front inserts, and twenty eight (28) lineal feet of solid surface counter at control console.

Division 07 – Thermal and Moisture Protection

- Furnish labor and material to fire caulk all new penetrations through deck or fire walls where required in each room.

Division 08 – Openings

- Furnish and install new welded hollow metal door frames and plastic laminate doors as follows: New doors and hollow metal frames per new floor plan. Include auto openers at (4) locations.
- Doors and frames shall be fire rated as required, and must have labels applied by the manufacturer noting such rating.
- All required kick-plates, closers, hinges, stops, bumpers, guides, coordinators, etc, to meet facility standards are included.
- Ball bearing hinges, pivot hinges, continuous strip hinges and other heavy duty hardware as required for all specialty doors and openings are included.
- Furnish and install new tinted glass sliders with trackless bottom at Equipment rooms (x2)

Division 09 – Finishes

- All existing drywall and/or plaster construction disturbed by the work shall be patched, repaired or replaced as required with materials and construction type compatible with the existing construction in each room.
- Furnish and install new 2x4 “T” grid system where required by new floor plan (offices, locker rooms, break room, corridors, etc).
- All walls in each room shall be primed coat painted, and (none) of the walls shall receive commercial grade vinyl wall covering of the owners choosing from samples submitted by the material supplier - the balance of the walls shall be final coat painted in no more than two different colors as selected by the owner from samples submitted by the material supplier.
• Include painting all hard lid ceilings as required.
• Furnish and install new sheet vinyl flooring with 6” self cove base. All floors shall receive 1/8th inch thick sheet vinyl to meet facility standards (include sheet vinyl in the Lab, Control room and Vestibule area up to the main corridor)
• All materials to be as selected by the owner from samples provided by the material supplier.
• All rooms with sheet vinyl shall receive 6” coved sheet vinyl.
• All door frames shall be painted and all doors shall be: Plastic laminate.
• All existing finishes disturbed by the work shall be patched, repaired or replaced as required with materials and construction type compatible with the existing construction.
• Include new ceramic tile wainscoat at (1) new ADA restroom. Tile shall be 48” AFF.

Division 10 – Specialties

• INTERIOR SIGNAGE: All existing interior signage will remain in existing condition and location without additions or modifications.
• ILLUMINATORS, FILM BINS, PASS BOXES, MISCELLANEOUS: All existing illuminators, film bins, pass boxes and miscellaneous items will remain in existing condition and location without additions or modifications.
• EXISTING WALL RAILS, WAINSCOTING AND CORNER GUARDS: All existing wall rails, wainscoting and corner guards are to remain in existing location and condition without additions or modifications. Include patching back wall protection where affected by the new work.

Division 11 – Equipment N/A

• Rigging of any new or existing medical equipment shall be by others and is excluded from this proposal.

Division 12 – Furnishings N/A

• The services of a professional interior designer are not included, nor are any furnishings, furniture, artwork, window treatments, miscellaneous accessories, etc.

Division 13 – Special Construction

• FLOOR PLATES: Installation of the Philips supplied equipment base plate(s) is included
• EXISTING RADIATION SHIELDING – X-RAY: Furnish labor and material to patch and repair any existing lead disturbed or affected by our work. Include new lead shielding where removed for new conduit, boxes and gutter. Existing lead windows to remain as-is. The majority of the existing lead shielding on other walls to remain as-is.
• This proposal does not include post renovation testing of the radiation shielding. The scope of work is based upon the assumptions noted in this proposal. If the facility provided radiation shielding design indicates that an upgrade to the existing radiation shielding is required, a change order to the turnkey agreement for the additional work will be required.

Division 14 – Conveying Equipment N/A

Division 21 – Fire Suppression

• Furnish labor and material to relocate existing fire sprinkler heads as required for new floor plan layout. Include all required shut downs, deferred approval drawings for Fire Marshall approvals and misc. materials as required. New heads to match existing.

Division 22 – Plumbing
- Furnish labor and material to demo the existing sink in Lab #3. All plumbing to be capped above ceiling.
- Furnish labor and material to install one (1) new scrub sink adjacent to the entry door at Lab 3. Include hot/cold water, waste and vent as required. Existing scrub sink at Lab 1 to remain and be reused.
- Include water make up to two (2) new Humidifiers
- An acid neutralization basin or system is not included. A silver recovery system is not included.
- MEDICAL GAS SYSTEM: Existing medical gases are existing to remain to the fullest extent possible based on new equipment layout. Include adding Medical gases per new plan.
- Include all required 3rd party certification as required.

**Division 23 – Heating Ventilating and Air Conditioning**

- This proposal relies upon the information about the heating, cooling, and ventilating capacity of the existing HVAC system for the project space depicted in the as-built drawings provided by the customer. This proposal assumes that the existing HVAC components are fully operational and that the main air handler serving the Lab has capacity for required air changes. The capacity and operation of the existing HVAC system will be verified by Philips during the design process and if additional HVAC capacity is required or existing HVAC system components need to be repaired or replaced, a change order to the turnkey agreement for the additional work will be required.
- Furnish and install new 2000 CFM VAV box with re heat coil in Lab 3 per M sheets. Include all required piping, valves, and fittings as required.
- Furnish and install new water source A/C unit for the equipment room in Lab 3. Include all required piping, valves, and fittings as required.
- It is assumed chilled water tie in points are within 100’ of the devices requiring chilled water
- Include all ductwork and modifications for office / locker / break room area per M sheets.
- Furnish and install low returns as required. Include tying into existing exhaust system.

**NOTE:** Conduit, wiring, connections and programming to the facility BMS is not included and is the responsibility of the customer.

- After completion of all HVAC work, a test and balance of the HVAC system(s) affected by the work shall be performed by a qualified independent testing agency certified for such work. 3 copies of all test reports are included. Proposal assumes the existing HVAC is functioning properly and providing CFM’s per original design.
- Energy Management Systems, or connections to existing energy management systems is not included.
- Furnish and install new Nortec, or equal, duct dispersion humidifier for air serving the Labs.

**Division 26 – Electrical**

- All power feeds, distribution panels and circuit breakers (with identification labels), conduit, wiring, junction boxes, back-boxes, pull boxes, pull wire, raceways, cable trays, wall and floor duct, lighting fixtures (replacement of fixtures only, reuse wiring) and lamps, hospital grade receptacles and cover plates (ground fault interruptible circuit where required), switches and cover plates, connections, disconnects, couplings, and other miscellaneous parts as required are included. All items must meet facility standards and local codes. All existing electrical gutter and conduits will be reused where possible.
- Include removal of existing equipment back boxes and install new back boxes provided by Philips.
- The power feed serving the lab shall remain and shall be used to connect to new equipment. Per Hospital existing 480V service is on Emergency Power
- Furnish labor and material to install new LED down lights in the Labs
- Furnish labor and material to install new 2x4 light fixtures per plan
- Furnish and install 120V power to new auto openers
• New 120V receptacles are to be provided and installed as follows: Provide additional duplex and quad outlets as required in the project area.
• Existing 120V receptacles are adequate and are to remain in existing condition and location without additions or modifications.
• Include installation, conduits, boxes, fittings and wiring of Philips provided 80kVA UPS in equipment room (x2). Existing power to be intercepted in equipment room and re-routed through UPS. Include upsizing feeders as required. (Proposal assumes Hospital has adequate power available for increasing feeder sizes and amperage) It is assumed the power source is of adequate capacity to provide the necessary power required for the Philips systems with full system UPS.
• Installation of misc. Philips equipment related items as specified on the referenced Philips Site Planning Department documents is included.
• Tie-in timing restrictions for all electrical system work is as follows: To be coordinated with local facilities rep.

Division 27 – Communications

• Data cabling is existing. Any additional cabling shall be by Hospital
• COMPUTER NETWORK SYSTEMS: Existing network to remain. New Data cabling, if required, including relocation of existing data shall be completed by the facility.
• EXISTING INTERCOM/PAGING/PUBLIC ADDRESS/NURSE CALL/CODE BLUE/MUSIC SYSTEMS: All existing intercom, paging, public address, nurse call, code blue, and music systems are to remain in their current condition and location without additions or modifications.

Division 28 – Electronic Safety and Security

• Furnish labor and material to upgrade the existing Fire Alarm devices within the project area to current standards. An allowance of $20,000 is included for all fire alarm work. SOW and price to be determined upon completion of design documents.
• SECURITY SYSTEMS: Provide the following security system: N/A

Division 31 – Earthwork

Division 32 – Exterior Improvements

Division 33 – Utilities

EXCLUSIONS

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

Total Cost for this project is $ Two Million Two Hundred FortySix Thousand One Hundred and Eighty ($2,246,180.00).

TOTAL PROJECT COST $2,246,180

NOTE: THE QUOTED PRICE IS GOOD FOR 45 DAYS FROM THE PROPOSAL DATE

Anticipated Project Schedule/Duration

Refer to project summary on pages 2-3
IN WITNESS WHEREOF, the parties have duly executed this Turnkey Construction Proposal.

UNIVERSITY MEDICAL CENTER

By: ________________________________

Name: ________________________________

Title: ________________________________

Date: ________________________________

Terms & Conditions

PHILIPS HEALTHCARE – CONTRACTING TERMS AND CONDITIONS

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

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

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

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

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

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

Substantial Completion. Philips will use its reasonable best efforts to achieve "Substantial Completion" of the Work by the estimated completion date as agreed by Philips and as identified above in this Agreement. Substantial Completion is defined as the date when the Work or a designated portion thereof is sufficiently complete, in accordance with the
Construction Documents, for Customer to occupy the Work, or designated portion thereof, for the use for which it is constructed. Philips, and/or its subcontractors, shall have the right to post one or more signs of an appropriate size and decor identifying its presence at the job site, and any other signs or notices required by law.

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

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

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

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

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

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

Payment Terms. Customer shall pay the Price upon receipt of invoice in accordance with the payment terms stated in the Construction Services Quotation. Customer shall pay interest on any delinquent unpaid balance computed from the date due at the maximum rate permitted by applicable law. If Customer fails to pay any amount when due, in addition to any other rights or remedies available to Philips at law or in equity, Philips may discontinue the performance of services, discontinue the delivery of the product, or deduct the unpaid amount from any amounts otherwise owed to Customer by Philips under any agreement with Customer. In any action initiated to enforce the terms of this Agreement following a Customer default, Philips shall be entitled to recover as part of its damages all costs and expenses, including reasonable attorneys' fees, in connection with such action.

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

Inspection. Philips shall notify Customer when its Work is Substantially Complete, whereupon the parties shall promptly inspect the Work together, and identify any defects, deficiencies or Work remaining. These items shall be listed in a Certificate of Substantial Completion signed by Customer and Philips, which shall identify the Date of Substantial Completion and a schedule for correcting or completing such identified items. Warranties hereunder shall take effect on the date of Substantial Completion. Upon the correction or completion of such identified items, the Work shall be promptly re-inspected. When the Work is completed, Philips shall invoice for, and Customer shall make, the final payment.

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

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

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

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

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

Customer is owned and operated by Clark County pursuant to the provisions of Chapter 450 of the Nevada Revised Statutes. Clark County is a political subdivision of the State of Nevada. As such, Clark County and Customer are protected by the limited waiver of sovereign immunity contained in Chapter 41 of the Nevada Revised Statutes. Customer is self-insured as allowed by Chapter 41 of the Nevada Revised Statutes. Customer is owned and operated by Clark County pursuant to the provisions of Chapter 450 of the Nevada Revised Statutes. Clark County is a political subdivision of the State of Nevada. As such, Clark County and Customer are protected by the limited waiver of sovereign immunity contained in Chapter 41 of the Nevada Revised Statutes. Customer is self-insured as allowed by Chapter 41 of the Nevada Revised Statutes. Upon request, Customer will provide Philips with a Certificate of Coverage prepared by its Risk Management Department certifying such self coverage.

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

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

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

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

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

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

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

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

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

Philips may cancel this Agreement and/or any related contract with Customer immediately and without notice in the event Customer terminates or breaches any contract with Philips or is placed into receivership, files a petition of bankruptcy, or enters into an arrangement or assignment in favor of its creditors.

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

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


If to Philips: Turnkey Department Philips Healthcare 5401 Valley Dr. Old Hickory, TN. 37138 425.248.0847 dave.weber@philips.com (email)

Miscellaneous.

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

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

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

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

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

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

Offset. Customer will not exercise any right of offset in connection with the related Equipment Quotation, or any other contract or account with Philips.
Counterparts. This Agreement may be executed in counterparts, each of which shall be considered an original, and together, one and the same agreement, which shall become a binding agreement when one or more counterparts have been signed by each party and delivered to the other parties.
GENERAL

For the sake of clarity, these Special Provisions apply only to the referenced Philips Turnkey Proposal

A. PWP ID Number:  **PWP CL-2018-300**

B. Philips will contract with Advanced Medical Builders, Inc. 855 N. Shepard Street Anaheim, CA. 92806 ("Subcontractor") for the work outlined in this Project Budget and Scope of Work. Philips’ Subcontractor is trained in the specialized construction processes associated with the required modifications for and extended installation of Philips Cath Lab equipment.

C. It is understood that in the performance of the services herein provided for, Philips shall be, and is, an independent Contractor, and is not an agent, representative or employee of Customer and shall furnish such services in its own manner and method except as required by this Contract. Further, Philips has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed or contracted by Philips in the performance of the services hereunder. Upon prompt written notice, Philips shall be solely responsible for, and shall indemnify, defend and hold Customer harmless from all matters relating to the payment of Philips’ employees and/or contractors, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, demands, and regulations of any nature whatsoever.

D. Philips shall be responsible for maintaining safe working conditions during the performance of the Project and for conducting its obligations under this contract and at all times in such a manner as to avoid the risk of endangerment to health, bodily harm to persons, and damage to property. Philips shall continually and diligently inspect all equipment, materials and work to discover any conditions which might involve such risks. Philips shall furnish all safety equipment, supplies and instructions required for the work and enforce the proper use of such by its employees, agents, subcontractors and any and all sub-tier levels and suppliers. Philips shall notify Customer in writing of the name of their assigned employee responsible for safety and health including a twenty-four hour telephone number prior to commencement of work. Philips shall comply with all requirements of Nevada Revised Statute Chapter 618, Occupational Safety and Health, Nevada Administrative Code Chapter 618 and have established an active Safety Program in accordance therewith.

E. Philips and its Subcontractor acknowledges that Customer has an obligation to ensure that public funds are not used to subsidize private discrimination. Philips recognizes that if it or its subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other protected status; Customer may, during the performance of the Project, declare the contractor in breach of the Contract, terminate the Contract, and designate the contractor as non-responsible.

F. Philips acknowledges that contractor and any Subcontractors, agents or employees employed by contractor shall not, under any circumstances, be considered employees of
Customer, and that they shall not be entitled to any of the benefits or rights afforded employees of Customer, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits. Customer will not provide or pay for any liability or medical insurance, retirement contributions or any other benefits for or on behalf of contractor or any of its officers, employees or other agents.

G. Philips shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by Philips, its principals, officers, employees, agents, Subcontractors and suppliers required to complete this Contract. In performing the specified services, contractor shall follow practices consistent with generally accepted professional and technical standards.

H. It shall be the duty of Philips to assure that all services performed as part of the Project are in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. Philips agrees that the services performed as part of the Project will not violate or infringe on any copyright or patent rights. Philips shall, without additional compensation, correct or revise any errors or omissions in the services performed as part of the Project which are not in accordance with the Turnkey Proposal and terms and conditions provided in this Agreement. Permitted or required approval by Customer of any products or services furnished by contractor shall not in any way relieve the contractor of responsibility for the professional quality and technical accuracy and adequacy of its work. Customer’s review, approval, acceptance, or payment for any of contractor's services herein shall not be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and Philips shall be and remain liable in accordance with the terms of this Contract and applicable law for all damages to Customer caused by contractor's negligent performance or failures to perform under this Contract.

I. Philips is to follow all Infection Control measures in the work areas; negative pressure, dust control, and constant housekeeping to prevent the spread of dust.

J. Off-Site parking will be provided for Philips and Subcontractor(s). The parking is located at 625 Shadow Lane, 89102 (Clark County Health District Facility). Philips and Subcontractor(s) will not be allowed to park any vehicles on site, other than for temporary loading and unloading.

K. Infection Control Requirements - at Philips’ and/or Subcontractor’s sole cost and expense, all contractor and subcontractor personnel working on-site on this project are required to adhere to Customer’s Infection Control requirements as outlined below:
   a. Evidence of annual TB testing (2 years), a current 2 step TB test, or a current IGRA blood test. Individuals with a positive TB test must have proof of a past positive test, a negative sign and symptom review and a negative chest x-ray within the last year if applicable.
   b. Or, in-lieu of the above TB testing, contractor and subcontractor personnel may elect to complete weekly health screening forms and abide by any/all recommendations/requirements set forth by Customer’s Infection Control Department.
   c. Current seasons’ Influenza vaccine is encouraged for all contractor/subcontractor personnel. However Customer’s Infection Control Department reserves the right to require this vaccine at any time. All personnel will follow Customer’s EH6.5 Influenza Policy (Influenza season is generally November through March).
L. LICENSE

a. Philips and its Subcontractor/Independent Contractors must be qualified and properly licensed to perform the particular work pursuant to the provisions of the Nevada Revised Statutes Chapter 624.

i. Philips, and their Subcontractor/Independent Contractors, shall comply with all provisions of Nevada Revised Statutes, Chapter 624, during the bidding phase and Nevada Administrative Code, Chapter 624, through completion of the project.

ii. Philips and their sub-contractors, shall comply with all provisions of Nevada Revised Statutes, Chapter 338.017, Section 1, Paragraph 2, regarding Federal Debarment.

b. Journeyman and Master Electrician and Plumbing Examination Program

i. All electricians providing supervision of electrical work on this project are required to possess a valid Clark County Development Services card appropriate to the scope of work being performed. The categories are Master Electrician and Journeyman Electrician, which have passed the International Code Council (ICC) Contractor Examination Services testing at www2.ICCSAFE.org or by calling 1-888-422-7233.

ii. All plumbers providing supervision of the plumbing work on this project are required to possess a valid Clark County Development Services card for the appropriate scope of work being performed. The categories are Master Plumber and Journeyman Plumber. Tests are administered by the Southern Nevada Board of Plumbing Examiners (SNBOPE) at www.NBOPE.org or by calling 1-877-457-6482.

iii. Philips shall validate that its employee(s) or its Subcontractor’s employee(s) providing supervision for the scope performed maintain current valid cards throughout the term of this Contract. Philips agrees to provide within twenty-four (24) hours of a request by Customer, proof of current and valid cards for individuals planned or performing the supervision identified herein. Should any of these supervising employee’s cards expire, that employee shall be replaced immediately with another qualified valid cardholder without any additional cost to Customer.

iv. Customer staff, including but not limited to, from Imaging Services, Plant Operations, Administration and/or their contracted staff will perform unscheduled site visits to validate that the workers performing the electrical and plumbing work are in compliance with these requirements. Employees found performing work without the proper proof of compliance (valid card) shall be immediately replaced as specified above without any additional cost or associated impacts to Customer.

PREVAILING WAGES

A. Philips, and its subcontractors shall be bound by and comply with all applicable federal, state and local laws with regard to minimum wages, overtime work, hiring and discrimination, including NRS 338.020 through 338.090. Philips shall ensure that all employees on the work are paid in accordance with the CURRENT PREVAILING WAGE RATES AS APPROVED BY THE STATE LABOR COMMISSIONER, whenever the actual
value of the contract totals $250,000 or more. Philips is responsible to identify and use the correct prevailing wage rates, including any addenda, as well as all the forms needed to comply, as specified on the State of Nevada Labor Commissioner’s web site: http://www.laborcommissioner.com, or by calling (702) 486-2650. Per NAC 338.040, after a contract has been awarded, the prevailing rates of wages in effect at the time of the opening of bids remains in effect for the duration of the project. Please note that if a change order causes a contract to exceed $250,000, Customer will audit the entire contract period.

B. In accordance with NRS 338.013.3, Philips shall report to the Labor Commissioner and Customer the name and address of each subcontractor performing work on the project within 10 days after the subcontractor commences work on the project and the identifying (PWP) number for the public work.

C. In accordance with NRS 338.060 and 338.070, Philips shall forfeit as a penalty to the Customer amounts specified in NRS 338.060, for each calendar day or portion thereof that each workman employed on the Customer’s project is paid less than the designated rate for any work done under the contract by the Contractor or any Subcontractor under it. If Philips or any Subcontractor on the project fails to submit the certified payroll reports to the Customer within 15 calendar days after the end of the month, Philips shall forfeit as a penalty to the Customer, amounts specified in NRS 338.060, for each calendar day or portion thereof for each workman employed on the project during the reporting period. The Labor Commissioner shall establish a sliding scale based on the size of Philips’ business to determine the amount per worker per day to be imposed. Any Philips subcontractor, or agent or representative thereof, performing work on the project, who neglects to comply with the prevailing wage, is guilty of a misdemeanor. If a penalty is imposed, in addition to any penalties allowed by NRS 338.060, Philips shall reimburse Customer for all costs associated with wage complaint investigations for the project, including but not limited to, actual staff time, materials used, and attorneys’ fees.

D. In accordance with NRS 338.070, Philips and each of its subcontractors, shall keep or cause to be kept:
   a. An accurate record showing for each worker employed by the subcontractor;
      i. The name of the worker;
      ii. The occupation of the worker;
      iii. If the worker has a driver’s license or identification card, an indication of the state or other jurisdiction that issued the license or card; and
      iv. The actual per diem, wages, and benefits paid to the worker; and

   b. An additional accurate record showing for each worker employed by the subcontractor who has a driver’s license or identification card;
      i. The name of the worker;
      ii. The driver’s license or identification card number of the worker; and
      iii. The state or other jurisdiction that issued the license or card.

   c. The records maintained pursuant to the requirements indicated above must be open at all reasonable hours to inspection by the State of Nevada. Philips and all its subcontractors shall ensure that a copy of each record for each calendar month, together with a cumulative summary of the percentage of workers that hold a valid driver’s license or identification card issued by the State of Nevada, is received by the Customer no later than 15 days after the end of the month. The copy of the record maintained pursuant to paragraph one (1) of this section must be open to
public inspection, as provided in NRS 239.010. The copy of the record maintained pursuant to paragraph two (2) of this section is confidential and not open to public inspection. Philips, or any subcontractor or agent or representative thereof, doing work on the Project who neglects to comply with the terms of this provision is guilty of a misdemeanor. A copy of the records of work performed on the Project by Philips, and each Subcontractor shall be submitted to the Customer at the following address:

University Medical Center of Southern Nevada  
Attn: Contracts Management  
1800 West Charleston Blvd.  
Las Vegas, Nevada 89102

Two years after the project's final payment is made by the Customer; the records in Customer's possession may be destroyed.

E. **Philips and the Subcontractor shall comply with the requirements of NRS 338.020 and post, in a generally visible place to the Workmen, the Nevada prevailing Wage Rates and all addenda.**

F. **CERTIFIED PAYROLL REPORTS:** Pursuant to NRS 338.070, on any public work contract awarded for more than $250,000, the Contractor and each Subcontractor are required to keep an accurate record showing the name, the occupation and the actual per diem wages and benefits paid to each workman employed by it in connection with the public work. Philips, and each Subcontractor are required to submit a copy of the record for each calendar month to the Customer no later than 15 calendar days after the end of the month for the purposes of public inspection. Philips shall be responsible for coordinating the submittal of all the certified payroll reports for the project, including its reports and the reports of all the subcontractors who are performing work on the project. Philips shall not withhold from a subcontractor the sums necessary to cover any penalties withheld from Philips by the public body because Philips failed to submit certified payroll reports within 15 calendar days after the end of the month if the Subcontractor provided certified payroll reports to Philips within 10 calendar days after the end of the month or the date agreed upon by Philips and Subcontractor. Philips shall submit a copy of its certified payroll and the certified payroll of each of the subcontractors performing work on the project. Certified Payroll Reports will be available for public viewing.

**BONDS**

A. Philips shall furnish bonds covering the faithful performance of the Contract, payment of all obligations arising thereunder and a Guaranty Bond to take effect upon substantial completion of the project, utilizing the bond forms. Bonds may be secured through Philips’s usual sources, provided that the surety is authorized and licensed to do business in the State of Nevada. All bonds specified shall indicate the State of Nevada Insurance Division license number, the surety company name, address, telephone number, and include the appointed agent of record who issued the bond. Surety Bonds issued by an individual are not acceptable.
B. Not later than ten (10) business days after contract execution, Philips shall furnish contract bonds to the Customer’s Contracts Management Department as follows:
   a. Labor and Material Payment Bond in the amount of 100% of the Contract price.
   b. Performance Bond in the amount of 100% of the Contract price.
   c. Guaranty Bond in the amount of 100% of the Contract price. The Guaranty Bond will go into effect from the date of Notice of Substantial Completion.
   d. Award will become final after the Governing Body has authorized the award and Philips has submitted its required bonds utilizing the Customer’s Bond forms.

C. Form of Bonds
   a. The bonds referred to herein shall be written on the Performance Bond, Labor and Material Payment Bond, and Guaranty Bond forms provided by Customer.
   b. Philips shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of his power of attorney.
   c. Any Performance Bond, Labor and Material Payment Bond, or Guaranty Bond prepared by an appointed agent must provide their license number and the issuing state.
   d. The bonds specified in this section must be issued by a certified surety which is listed in the Department of the Treasury, Fiscal Service, (Department Circular 570; Current Revision) companies holding certificates of authority as acceptable sureties on Federal Bonds and as acceptable reinsuring companies.
PERFORMANCE BOND

IMPORTANT: SURETY COMPANIES EXECUTING BONDS MUST BE LICENSED TO ISSUE SURETY BY THE STATE OF NEVADA INSURANCE DIVISION PURSUANT TO NEVADA REVISED STATUTE 683A AND ISSUED BY AN APPOINTED PRODUCER OF INSURANCE PURSUANT TO NEVADA REVISED STATUTE 683A. INDIVIDUAL SURETY BONDS ARE NOT ACCEPTABLE.

KNOW ALL MEN BY THESE PRESENTS,
That _________________, as Principal Contractor, and __________________, as Surety, are held and firmly bound unto UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, hereinafter called Owner, in the sum of _________________ dollars, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Contractor has been recommended for award and shall enter into the contract with said Owner to perform all work required under the Bidding Schedule(s) of the Owner's specifications, entitled CATH LAB REMODEL PROJECT.

NOW THEREFORE, if said Contractor shall perform all the requirements of said contract required to be performed on their part, at the times and in the manner specified therein, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

PROVIDED, that any change order(s), alterations in the work to be done or the materials to be furnished, which may be made pursuant to the terms of said contract, shall not in any way release said Contractor or said Surety thereunder, nor shall any extensions of time granted under the provisions of said contract release either said Contractor or said Surety, and notice of such change order(s), alterations or extensions of the contract is hereby waived by said Surety.

SIGNED this ____ day of ____________, 20__________

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

(Principal Contractor)

(Authorized Representative and Title)

By: ____________________________

(Signature)

Surety:

(Appointed Agent Name)

(State of Nevada, License Number)

By: ____________________________

(Signature)

(Appointed Agent Name)

(License Number and Issuing State)

By: ____________________________

(Signature)

Address:

Address:

Telephone:

Telephone:

LABOR AND MATERIAL PAYMENT BOND

IMPORTANT: SURETY COMPANIES EXECUTING BONDS MUST BE LICENSED TO ISSUE SURETY BY THE STATE OF NEVADA INSURANCE DIVISION PURSUANT TO NEVADA REVISED STATUTE 683A AND ISSUED BY AN APPOINTED PRODUCER OF INSURANCE PURSUANT TO NEVADA REVISED STATUTE 683A. INDIVIDUAL SURETY BONDS ARE NOT ACCEPTABLE.

KNOW ALL MEN BY THESE PRESENTS,

That __________________________, as Contractor, and __________________________, as Surety, are held and firmly bound unto UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, hereinafter called Owner, in the sum of __________________________ dollars, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Contractor has been recommended for award and shall enter into the contract with said Owner to perform all work required under the Bid Schedule(s), CATH LAB REMODEL PROJECT.

NOW THEREFORE, if said Contractor, or subcontractors, fails to pay for any materials, equipment, or other supplies, or for rental of same, used in connection with the performance of work contracted to be done, or for amounts due under applicable State law for any work or labor thereon, said Surety will pay for the same in an amount not exceeding the sum specified above and, in the event suit is brought upon this bond, a reasonable attorney's fee to be fixed by the court. This bond shall insure to the benefit of any persons, companies or corporations entitled to file claims under applicable State law.

PROVIDED, that any change order(s), alterations in the work to be done or the materials to be furnished, which may be made pursuant to the terms of said Contract, shall not in any way release either said Contractor or said Surety thereunder, nor shall any extensions of time granted under the provisions of said Contract release either said Contractor or said Surety, and notice of such change order(s), alterations or extensions of the Contract is hereby waived by said Surety.

SIGNED this ________ day of ________, 20____

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

(Principal Contractor)

(Authorized Representative and Title)

By: __________________________

(Signature)

Surety:

(Appointed Agent Name)

(State of Nevada, License Number)

By: __________________________

(Signature)

(Appointed Agent Name)

(License Number and Issuing State)

By: __________________________

(Signature)

Address:

Address:

Telephone: __________________________

Telephone: __________________________

GUARANTY BOND

IMPORTANT: SURETY COMPANIES EXECUTING BONDS MUST BE LICENSED TO ISSUE SURETY BY THE STATE OF NEVADA INSURANCE DIVISION PURSUANT TO NEVADA REVISED STATUTE 683A AND ISSUED BY AN APPOINTED PRODUCER OF INSURANCE PURSUANT TO NEVADA REVISED STATUTE 683A. INDIVIDUAL SURETY BONDS ARE NOT ACCEPTABLE.

GUARANTEE for ____________________________________________

________________________________________________________
(Name and Address of Prime Contractor)

We hereby guarantee that the CATH LAB REMODEL PROJECT, which we have constructed, has been done in accordance with the plans and specifications; that the work as constructed will fulfill the requirements of the guaranties included in the Contract Documents. We agree to repair or replace any or all of our work together with any other adjacent work which may be damaged in so doing, that may prove to be defective in workmanship or materials within a period of one year from the date of the Notice of Substantial Completion of the above named work by the University Medical Center of Southern Nevada, without any expense whatsoever to said University Medical Center of Southern Nevada, ordinary wear and unusual abuse or neglect excepted.

In the event of our failure to comply with the above mentioned conditions within 14 calendar days after being notified in writing by University Medical Center of Southern Nevada, we collectively or separately, do hereby authorize University Medical Center of Southern Nevada to proceed to have said defects repaired and made good at our expense and we will honor and pay the costs and charges therefore upon demand. When correction work is started, it shall be carried through to completion.

SIGNED this ______ day of ________, 20___

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

________________________________________________________
(Principal Contractor)

________________________________________________________
(Authorized Representative and Title)

By: ____________________________
(Signature)

Surety: ____________________________

________________________________________________________
(Appointed Agent Name)

By: ____________________________
(Signature)

(State of Nevada, License Number)

________________________________________________________
(Appointed Agent Name)

By: ____________________________
(Signature)

(License Number and Issuing State)

Address: ____________________________

_______________________________

Telephone: ____________________________

ISSUING COMPANY MUST HOLD CERTIFICATES OF AUTHORITY AS ACCEPTABLE SURETY ON FEDERAL BONDS AND AS ACCEPTABLE REINSURING COMPANY WITH LISTING IN THE DEPARTMENT OF TREASURY, FISCAL SERVICE, (DEPARTMENT OF CIRCULAR "570," CURRENT REVISIONS)
### WORKERS EMPLOYED REPORT (A) (PER N.R.S. 338.070)

<table>
<thead>
<tr>
<th>Worker Name</th>
<th>Workers Occupation</th>
<th>Has a Drivers License or Identification Card</th>
<th>State Issued</th>
<th>Wages</th>
<th>Per Diem</th>
<th>Benefits</th>
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DO NOT INCLUDE ANY LICENSE OR I.D. NUMBERS

### WORKERS EMPLOYED REPORT (B) (PER N.R.S. 338.070)

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<tr>
<th>Project Number:</th>
<th>Date:</th>
<th>PWP Number:</th>
<th>Subcontractor:</th>
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<th>Subcontractor:</th>
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<td>Worker Name</td>
<td>Driver’s License No. or Identification No.</td>
<td>State Issued</td>
<td>First day on Project</td>
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<td>Vehicle Description</td>
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# MATERIALS PURCHASED REPORT

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# CLOSEOUT DOCUMENTATION SUMMARY REPORT OF SUBCONTRACTORS

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<tr>
<th>Subcontractor Name</th>
<th>*BEG</th>
<th>Ethnicity</th>
<th>Address</th>
<th>Bid Item or Work Performed</th>
<th>Value of Contract</th>
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AMENDMENT
TO PHILIPS QUOTATION NUMBERS
1-1QAMK4Z AND 1-1L4WZAV
BETWEEN
PHILIPS HEALTHCARE
a division of
PHILIPS NORTH AMERICA LLC
(fka PHILIPS ELECTRONICS NORTH AMERICA CORPORATION)
and
UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

This Amendment (this “Amendment”) is made and entered into as of the date of last signature below (the “Effective Date” of this Amendment), by and between University Medical Center of Southern Nevada, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes, located at 1800 W. Charleston Blvd, Las Vegas, NV 89102 (“Customer”) and Philips Healthcare, a division of Philips North America LLC (fka Philips Electronics North America Corporation), located at 3000 Minuteman Road, Andover, MA 01810 (“Philips”). Philips and Customer are each also referred to herein individually as a “Party” and collectively as the “Parties.”

Philips has issued Philips Quotation Numbers 1-1QAMK4Z and 1-1L4WZAV (referred to collectively herein as the “Quotes” and individually as “Quote 1-1QAMK4Z” or “Quote 1-1L4WZAV,” as the case may be) to Customer.

Philips and Customer desire to amend the Quotes as set forth below.

I. AMENDMENTS

The Parties hereby agree to amend the Quotes and, as they relate to the Quotes, the applicable terms of HealthTrust Purchasing Group Contract #500005 as follows:

Quotes:

1. One Page 1 of the Quotes, the following is hereby deleted in its entirety:

“This quotation contains confidential and proprietary information of Philips Healthcare, and is intended for use only by the customer whose name appears on this quotation. It may not be disclosed to third parties without prior written consent of Philips Healthcare.”

and is replaced with:

“This quotation contains confidential and proprietary information of Philips Healthcare, a division of Philips North America LLC ("Philips") and is intended for use only by the customer whose name appears on this quotation. It may not be disclosed to third parties..."
without Philips’ prior written consent, except to the extent disclosure to third parties is mandated by Nevada law including, but not limited to, the Nevada Revised Statutes Chapter 239, Public Records (refer to the section entitled Vendor’s Terms and Conditions of Sale, Subsection 4.e., Public Records, herein), and Nevada Revised Statutes Chapter 241, Meetings of State and Local Agencies.”

2. On Page 2 of the Quotes, Solution Summary Detail:

   a. Under the heading of “Add’l Terms;,” the following sentence is added to the end of the first paragraph:

      “In the event of conflict between the HealthTrust Purchasing Group contract #500005 and the Nevada Revised Statutes (“NRS”), Nevada law will prevail.

3. In Quote 1-1QAMK4Z, on Page 26, Line Item 32, and Page 27, Line 33, and in Quote 1-1L4WZAV on Page 30, Line 34, all entitled “SP019, Trade In Allowance,” the following section is deleted in its entirety:

      “If the removal date is delayed until after the De-Install Date, unless Philips causes the delay, then Philips may reduce the price quoted for the Trade-In by six percent (6%) per month.”

      and is replaced with:

      “If the removal date is delayed until after the De-Install Date, unless Philips causes the delay, then Philips may adjust the price quoted for the Trade-In. Philips shall not be liable for any delays to Customer’s project resulting from requoting the Trade-In value and obtaining a resultant change to Customer’s order.”

4. In Quote 1-1QAMK4Z, on Page 28, and in Quote 1-1L4WZAV on Page 31, Line 34, under the heading of “Add’l Terms”, the following sentence is added to the end of the first paragraph:

      “In the event of conflict between the HealthTrust Purchasing Group contract #500005 and the Nevada Revised Statutes (“NRS”), the Nevada law will prevail.”

5. Non Disclosure Agreement for Phillips Confidential Pricing Information (the “NDA”). The NDA that is attached to the Quotes is deleted in its entirety.

6. Volcano End User License Agreement (the “EULA”). The EULA referenced within the Volcano CORE IVUS – Cardiac Bundle Line Item in each of the Quotes (Line 25 of Quote 1-1L4WZAV and Line 27 of Quote 1-1QAMK4Z) is set forth within Exhibit B, END USER LICENSE AGREEMENT FOR VOLCANO CORPORATION SOFTWARE, of this Amendment and is hereby amended as follows for each of the Quotes:

   In Section 10, Dispute Resolution:

   In Subsection (c), Arbitration, the following sentence is deleted in its entirety:

      “A party may demand such arbitration, in accordance with the procedures set out in the Rules, at the office of the American Arbitration Association in San Francisco,
California and the arbitration shall be held at a location designated by Licensor in the metropolitan area of Sacramento, California or in the San Francisco Bay Area.”

And is replaced with the following two sentences:

“A party may demand such arbitration, in accordance with the procedures set out in the Rules. Such arbitration shall be held in Las Vegas, Nevada.”

Subsection (e), **Equitable Remedies**, the following language is deleted in its entirety:

“Notwithstanding the provision of this Section 10 and any other provisions contained in this Agreement, Licensor may, in its sole discretion bring claims at law or in equity in law to the courts of any jurisdiction in matters of confidentiality and industrial property rights (including patents, copyright, trademarks, trade names, industrial secrets).”

and is replaced with:

“Notwithstanding the provision of this Section 10 and any other provisions contained in this Agreement, Licensor may, in its sole discretion bring claims at law or in equity in law to the federal or local courts of Clark County, Nevada in matters of confidentiality and industrial property rights (including patents, copyright, trademarks, trade names, industrial secrets).”

In **Section 11, Indemnities**;

Subsection (b), **Licensee’s Indemnity**, the following language is added to the beginning of this subsection:

“To the extent expressly authorized by Nevada law,”

In **Section 12, Miscellaneous**:

Subsection (e), **Governing Law**, the word “California” is changed to “Nevada.”

Subsection (f), **Jurisdiction and Venue**, the words “Sacramento, California” are changed to “Clark, Nevada.”

Subsection (j)a, **Publicity; Terms of Agreement**, the following text is deleted in its entirety:

“Licensor may publicly identify Licensee as Licensor’s customer and a licensee of the Software. Licensee shall not disclose the terms of this Agreement to any third party without Licensor’s prior written consent.”

and is replaced with:

“Licensor may publicly identify Licensee as Licensor’s customer and a licensee of the Software. Philips acknowledges that Customer is a public county-owned hospital which is subject to the provisions of the Nevada Public Records Act,
Nevada Revised Statutes Chapter 239, as may be amended from time to time, and as such, its records are public documents available for copying and inspection by the public. Except to the extent permitted by applicable law, Licensee shall not disclose the terms of this Agreement to any third party without Licensor’s prior written consent.”

**HealthTrust Purchasing Group Contract #500005:**

The Quotes are subject to the terms and conditions of HealthTrust Purchasing Group Contract #500005 (“HPG”) as referenced therein. The following provisions of HPG are amended to the extent stated and shall apply to the Quotes:

1. **HPG Section 9.13, Liability Limitations,** is deleted in its entirety and replaced with:

   “Limitations of Liability. THE TOTAL LIABILITY, IF ANY, OF PHILIPS AND ITS AFFILIATES FOR ALL DAMAGES AND BASED ON ALL CLAIMS, WHETHER ARISING FROM BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHER TORT, OR OTHERWISE, ARISING FROM A PRODUCT, LICENSED SOFTWARE, AND/OR SERVICE IS LIMITED TO THE PRICE PAID HEREUNDER FOR THE PRODUCT, LICENSED SOFTWARE, OR SERVICE.

   THIS LIMITATION SHALL NOT APPLY TO:

   (a) THIRD PARTY CLAIMS FOR BODILY INJURY OR DEATH CAUSED BY PHILIPS’ NEGLIGENCE OR PROVEN PRODUCT DEFECT;

   (b) CLAIMS OF TANGIBLE PROPERTY DAMAGE REPRESENTING THE ACTUAL COST TO REPAIR OR REPLACE PHYSICAL PROPERTY DAMAGE;

   (c) 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 PROTECTED HEALTH INFORMATION (“PHI”); AND,

   (d) 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.”

2. **HPG Section 11.1, Vendor Indemnification,** is deleted in its entirety and replaced with:

   “Indemnification. Subject to the Limitations of Liability Section in of this Amendment, Philips agrees to indemnify, defend and hold harmless Customer from and against any and all claims, liabilities, losses, actions, damages, demands, suits, judgments or proceedings, including reasonable attorneys’ fees and costs, to the extent caused by the negligence, recklessness or intentional misconduct of Philips or Philips’ employees or agents and to the extent that they cause bodily injury (including death) or tangible property damage (up to the cost to repair or replace such damaged property).”
3. **HPG Section 12.3, HIPAA Requirements**, is deleted in its entirety and replaced with:

   “Business Associate Agreement. Customer and Philips understand and acknowledge that during the performance of this Agreement, both parties may become aware of or come into possession of information that contains Protected Health Information as defined under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and must remain secured, confidential, and protected in accordance with HIPAA and any other applicable federal and state statutes, rules, and regulations. In connection therewith, the parties agree to be bound by its legal obligations as expressly agreed to in the Business Associate Agreement dated November 28, 2015, which is herein incorporated into this Agreement by this reference.”

4. **HPG, Section 14.0, Insurance**, is deleted in its entirety and replaced with:

    “Insurance. Philips shall maintain the levels of insurance set forth in Exhibit A, Certificate of Liability Insurance, during term of its obligations under Customer’s order(s) issued against the Quotes.”

5. **HPG, Section 17.5, Warranty of Non-Exclusion**, is, to the extent it relates to Purchasers and their Affiliates, deleted in its entirety and replaced with:

    “Non-Excluded Healthcare Provider. Philips represents and warrants to Customer that neither it nor to its knowledge that any of its affiliates (a) are excluded from participation in any federal health care program, as defined under 42 U.S.C. §1320a-7b (f), for the provision of items or services for which payment may be made under such federal health care programs and (b) has arranged or contracted (by employment or otherwise) with any employee, contractor or agent that such party or its affiliates knows are excluded from participation in any federal health care program, to provide items or services hereunder. Philips represents and warrants to Customer that no final adverse action, as such term is defined under 42 U.S.C. §1320a-7e (g), has occurred or to its knowledge is pending or threatened against Philips or its affiliates or to their knowledge against any employee, contractor or agent engaged to provide items or services under this Agreement (collectively “Exclusions / Adverse Actions”).”

**Vendor’s Terms and Conditions of Sale:**

**Exhibit G, Vendor’s Terms and Conditions of Sale**, set forth within HealthTrust Purchasing Group Contract #500005 is amended as follows:

1. Section 16.1, Force Majeure, is deleted in its entirety and replaced with:

   “Force Majeure. Neither party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Agreement after the intervening cause ceases.”

2. Section 16.3, Assignment, is deleted in its entirety and replaced with:
“Assignment. Except for Philips’ right to assign the collection of payments, neither party may assign any rights, duties or obligations of this Agreement without the express written approval of a duly authorized representative of the other party, which consent shall not be unreasonably withheld. Any attempted assignment without such consent shall be of no force or effect.”

3. Section 16.5, Governing Law, is deleted in its entirety and replaced with:

“Governing Law. Nevada law shall govern the interpretation and enforcement of this Agreement. Venue shall be any appropriate State or Federal court in Clark County, Nevada.”

4. The following provisions are added to Exhibit G, Vendor’s Terms and Conditions of Sale

a. Relationship of Parties. None of the provisions in this Agreement is intended to create nor shall it be deemed or construed to create any relationship between the parties hereto other than that of independent contractors contracting on an equal basis with each other hereunder solely for the purpose of effectuating the provisions of this Agreement. Neither of the parties hereto, nor any of their respective employees, shall be construed to be the agent, franchisee, employer, representative, partner or joint venturer of the other, nor shall either party represent to any other person or entity that the relationship created by this Agreement is anything other than as described in this Section.

b. Non-Discrimination. Neither party shall discriminate against any person on the basis of age, color, disability, gender, handicapping condition (including AIDS or AIDS related conditions), national origin, race, religion, sexual orientation, gender identity or expression or any other class protected by law or regulation.

c. Budget Act and Fiscal Fund Out. Added to Ts & Cs In accordance with the Nevada Revised Statutes (NRS 354.626), the financial obligations under this Agreement between the parties shall not exceed those monies appropriated and approved by Customer for the then current fiscal year under the Local Government Budget Act. This Agreement shall terminate and Customer’s obligations under it shall be extinguished at the end of any of Customer’s fiscal years in which Customer’s governing body fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which could then become due under this Agreement. Customer agrees that this Section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to this Agreement. In the event this Section is invoked, Customer shall promptly notify Philips, and this Agreement will expire on the 30th day of June of the then current fiscal year. Termination under this Section shall not relieve Customer of its obligations incurred through the 30th day of June of the fiscal year for which monies were appropriated.

d. Confidential Information. To the extent permitted by law, each party will maintain as confidential any information furnished or disclosed to one party by the other party, whether disclosed in writing or disclosed orally, relating to the business of the disclosing party, its customers, or its patients. Each party will use the same degree of care to protect the confidentiality of the disclosed information as that party uses to protect the confidentiality of its own information, but not less than reasonable care. Each party will disclose such information only to its employees having a need to know such information to perform the transactions contemplated by this Agreement. The obligation to maintain the confidentiality
of such information will not extend to information in the public domain at the time of disclosure, or that subsequently becomes part of the public domain if the receiving party is not the cause of it becoming part of the public domain, or that is independently developed by the receiving party, or to information that is required to be disclosed by law or by court order and will expire five (5) years after this Agreement terminates or expires.

c. **Public Records.** Philips acknowledges that Customer is a public county-owned hospital which is subject to the provisions of the Nevada Public Records Act, Nevada Revised Statutes Chapter 239, as may be amended from time to time, and as such, its records are public documents available for copying and inspection by the public. If Customer receives a demand for the disclosure of any information related to this Agreement which Philips has claimed to be confidential and proprietary, Customer will immediately notify Philips of such demand and Philips shall immediately notify Customer of its intention to seek injunctive relief in a Nevada court for protective order. If Philips requires Customer to not release such records by filing an injunction for protective order, then Philips shall indemnify and defend Customer from any claims or actions, including all associated costs and attorney’s fees, demanding the disclosure of Philips’ document(s) in Customer’s custody and control in which Philips claims to be confidential and proprietary.

d. **Publicity.** Subject to the Public Records Section, neither Customer nor Philips shall cause to be published or disseminated any advertising materials, either printed or electronically transmitted which identify the other party or its facilities with respect to this Agreement without the prior written consent of the other party.

**II. ADDITIONAL AGREEMENTS**

The Parties further agree as follows:

1. The amendments stated herein apply only to the Quotes.

2. Except as expressly stated herein, the Quotes remain unchanged.

The offer to enter into this Amendment is valid through 07/15/2018.

Accepted and agreed by:

University Medical Center of Southern Nevada  
Philips Healthcare, a division of Philips North America LLC

Signature:  
Signature:

Printed Name:  
Printed Name:

Title:  
Title:

Date:  
Date:
EXHIBIT A

CERTIFICATE OF LIABILITY INSURANCE

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed.

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

PRODUCER
Mark USA, Inc.
1106 Avenue of the Americas
New York, NY 10036
Attn: New York Certifn.com Fax: 212-848-9530

INSURER
Phillips North America LLC
300 Mission Road, MS 5001
Amarillo, TX 79110

COVERAGES
CERTIFICATE NUMBER:
MCN-006653-15
REVISION NUMBER:
5

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

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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101; Additional Remarks Schedules, if any, are attached if more space is required):

ACORD 25 (2016/02) The ACORD name and logo are registered marks of ACORD

© 1988-2016 ACORD CORPORATION. All rights reserved.
EXHIBIT B

END USER LICENSE AGREEMENT FOR VOLCANO CORPORATION SOFTWARE

IMPORTANT: READ CAREFULLY – The software files and components defined below as the “Software” and the electronic and hardcopy documentation defined below as “Documentation” are subject to the terms and conditions set forth below (the “Agreement”). BY INSTALLING, COPYING OR OTHERWISE USING THE SOFTWARE OR THE DOCUMENTATION, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, DO NOT INSTALL, COPY OR USE THE SOFTWARE OR THE DOCUMENTATION.

Volcano Corporation (“Licensor”) is granting to you, as the licensee under this Agreement (“Licensee”) the following rights, subject to the terms and conditions set forth in this Agreement.

1. Definitions. For purposes of this Agreement:

(a) “Documentation” means Licensor’s published technical documentation for the Software and the Product.

(b) “Product” means a product that Licensor manufactures and/or distributes and for which Licensor has approved the use of the Software.

(c) “Product Location” means the facility and address at which the Product is located and at which Licensee provides services using the Product with the Software, as identified in the Purchase Document. Subject to any and all applicable regulatory requirements, Licensee may move the Product and designate a new Product Location by giving written notice to Licensor in the manner set forth herein.

(d) “Purchase Document” means Licensor’s purchase acknowledgment document or other document in which Licensor and Licensee acknowledge Licensee’s purchase of a license to the Software.

(e) “Software” means the object code version of the Licensor software identified in the Purchase Document.

(f) “Term” shall have the meaning given in Section 9(a).

2. License.

(a) License Grant. Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee a nonexclusive license and the right during the Term to use the Software as provided to Licensee as part of the Product (and as modified by Licensor or its authorized designee from time to time) for Licensee’s internal business purposes only in connection with the Licensee’s use and operation of the Product at the Product Location and only for purposes that have received FDA or other applicable regulatory approval. As part of this License, Licensee may authorize its employees and agents who have received appropriate training on the use of the Product and the Software to use the Software with the Product at the Product Location. In connection with Licensee’s use of the Software and solely for the purpose of supporting Licensee’s use of the Software for its intended purpose under the license in this Section 1(a), Licensee may use the and may make a reasonable number of copies of the Documentation for internal educational, reference and training purposes.
(b) **License Restrictions.** Licensee may not remove the Software from the Product or copy the Software in any manner. Licensee may not use any product other than the Product to execute the Software code or use the Software in any other manner. Licensee may not use the Software for any purpose other than a purpose that has received FDA or other applicable regulatory approval. Licensee may not make the Software available for use over a network. Licensee may not modify, customize, rent, lease, or sublicense the Software, or use the Software for service bureau purposes. Licensee may not reverse engineer, decompile or disassemble the Software or otherwise attempt to reconstruct or discover any element of the Software that is not obvious from its ordinary use as part of the Product. Licensee may not distribute the Documentation to third parties or use the Documentation for any purpose other than the internal use purposes specified in Section 2(a).

3. **License Fees.** Licensee shall pay when due any and all license fees specified in the Purchase Document.

4. **Limited Warranty and Disclaimer.** Licensor warrants that the media on which the Software is provided will be free from defects in materials and workmanship for a period of ninety (90) days after the date of its delivery to Licensee. LICENSEE ASSUMES FULL RESPONSIBILITY FOR THE SELECTION OF THE SOFTWARE TO ACHIEVE ITS INTENDED PURPOSES AND FOR VERIFYING THE RESULTS OBTAINED FROM USE OF THE SOFTWARE. LICENSOR DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE WILL MEET LICENSEE'S REQUIREMENTS, THAT THE SOFTWARE IS FIT FOR ANY PARTICULAR USE OR PURPOSE, OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR AND BUG-FREE. EXCEPT FOR THE LIMITED WARRANTIES IN THIS SECTION 4, THE SOFTWARE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. Some states or jurisdictions do not allow the exclusion of implied warranties or limitations on how long an implied warranty may last, so the above limitations may not apply to Licensee. To the extent permissible, any implied warranties are limited to ninety (90) days. This warranty provides Licensee with specific legal rights. Licensee may have other rights which vary from state to state or jurisdiction to jurisdiction.

5. **Limitation of Liability.** LICENSEE UNDERSTANDS AND ACKNOWLEDGES THAT THE SOFTWARE IS A DIAGNOSTIC TOOL THAT PROVIDES ENHANCED TREATMENT OF ULTRASOUND IMAGES AND THAT THE USE OF THE SOFTWARE AND THE PRODUCT IS SUBJECT TO GOVERNMENTAL REGULATION. USE OF THE SOFTWARE AND THE PRODUCT DOES NOT CONSTITUTE A RECOMMENDATION REGARDING ANY PARTICULAR COURSE OF TREATMENT. LICENSEE REPRESENTS AND WARRANTS THAT IT IS FAMILIAR WITH THE APPLICABLE REGULATORY APPROVALS AND LIMITATIONS OF THE SOFTWARE AND THE PRODUCT. IN NO EVENT SHALL LICENSOR BE LIABLE UNDER ANY THEORY FOR TREATMENT DECISIONS MADE USING THE PRODUCT OR THE SOFTWARE OR ANY USE OF THE SOFTWARE OR THE PRODUCT THAT IS OUTSIDE OF THE SCOPE OF THEIR APPROVED REGULATORY USE. FURTHER, IN NO EVENT SHALL LICENSOR BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR EXEMPLARY DAMAGES OF ANY NATURE INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF: BUSINESS PROFITS, BUSINESS INTERRUPTION, BUSINESS INFORMATION OR DATA STORAGE, GOODWILL, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Some
jurisdictions do not allow the exclusion or limitation of consequential damages in some circumstances, so the above limitation or exclusion may not apply to Licensee. In no event shall damages exceed the amount paid by Licensee for the Software.

6. **Ownership.** Licensee acknowledges that Licensor or its licensors own the Software (including all intellectual property rights contained therein) and that Licensee is not obtaining any ownership rights in the Software hereby. Licensee further acknowledges that (a) the Software is protected by copyright laws, (b) some elements are protected by laws governing trademarks, trade dress and trade secrets, and (c) the Software may also be protected by patent laws. Licensee agrees that it will, in addition to complying with the terms of this License, comply with all restrictions on the use of the Software imposed by the laws described above.

7. **Keys and Access.** Licensee acknowledges that the Software may contain disabling codes that prevent use of the Software during any period in which Licensee has not paid the License Fee. Subject to Licensee’s obligation to pay the applicable License Fee when due, Licensor will provide to Licensee those Software keys which are reasonably necessary to permit Licensee to gain access to the Software. Licensee shall not disclose the Software keys to any third party.

8. **Support and Maintenance.** This Agreement does not provide for support or maintenance services for the Software and does not obligate Licensor to update or upgrade the Software or to provide Licensee with any updates or upgrades to the Software that Licensor may create from time to time. Any such services shall be at Licensor’s sole discretion unless Licensor and Licensee enter into a separate agreement for the support and maintenance of the Software.

9. **Term and Termination.**

   (a) **Term.** This Agreement shall commence upon the Effective Date and will remain in effect until terminated as set forth herein.

   (b) **Termination.** Licensor may terminate this Agreement upon written notice to Licensee if Licensee breaches any of its provisions. Licensee may terminate this Agreement by providing Licensor with written notice and discontinuing its use of the Software. Licensee’s termination of this Agreement shall not relieve Licensee of its obligation to pay the License Fee. This Agreement shall terminate automatically and without action or notice by either party if Licensee discontinues its use of the Product.

   (c) **Consequences of Termination.** Upon termination of this Agreement, Licensee shall immediately discontinue using the Software and Documentation, remove the Software and any electronic copies of the Documentation from all Licensee’s systems, and, at Licensor’s election, either destroy or return to Licensor all copies of the Software and the Documentation.

10. **Dispute Resolution.**

   (a) **Generally.** The parties desire to resolve certain disputes, controversies and claims arising out of this Agreement without litigation. Accordingly, except in the case of a suit, action or proceeding to compel either party to comply with the dispute resolution procedures set forth in this Section 10, the parties agree to use the following alternative procedure as their sole remedy with respect to any dispute, controversy or claim arising out of or relating to this Agreement or its breach. The term "Arbitrable Dispute" means any dispute, controversy or claim to be resolved in accordance with the dispute resolution procedure specified in this Section 10.
(b) **Informal Resolution.** At the written request of a party, each party shall appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any Arbitrable Dispute arising under this Agreement. The parties intend that these negotiations be conducted by nonlawyer, business representatives. The discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as confidential information developed for purposes of settlement, shall be exempt from discovery and production, and shall not be admissible in the arbitration described below or in any lawsuit without the concurrence of all parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise admissible, be admitted in evidence in the arbitration or lawsuit.

(c) **Arbitration.** If the negotiations do not resolve the Arbitrable Dispute within sixty (60) days of the initial written request, the Arbitrable Dispute shall be submitted to binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association (the “Rules”) presided over by a single arbitrator selected by the parties, or if the parties are unable to agree, selected pursuant to the Rules. A party may demand such arbitration, in accordance with the procedures set out in the Rules, at the office of the American Arbitration Association in San Francisco, California and the arbitration shall be held at a location designated by Licensor in the metropolitan area of Sacramento, California or in the San Francisco Bay Area. Discovery shall be controlled by the arbitrator and shall be permitted to the extent set out in this Section. Each party may submit in writing to a party, and that party shall so respond, to a maximum of any combination of thirty-five (35) (none of which may have subparts) of the following: interrogatories, demands to produce documents and requests for admission. Each party is also entitled to take the oral deposition of up to two (2) individuals of another party. Additional discovery may be permitted upon mutual agreement of the parties. The arbitration hearing shall be commenced within sixty (60) days of the demand for arbitration and the arbitration shall be held in a mutually acceptable location. The arbitrator shall control the scheduling so as to process the matter expeditiously. The parties may submit written briefs. The arbitrator shall rule on the Arbitrable Dispute by issuing a written opinion within thirty (30) days after the close of hearings. The times specified in this Section may be extended upon mutual agreement of the parties or by the arbitrator upon a showing of good cause. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

(d) **Arbitrator’s Decision Final, Binding and Enforceable.**

(i) Each party hereby expressly waives any applicable laws permitting appeal to courts of law or any other body so that there shall be no appeal to any court or other body from the decision (or any interim decision) of the arbitrator and neither party shall dispute or question the validity of such award before any judicial or other authority in Licensee’s jurisdiction or elsewhere of any enforcement action taken by the party in whose favor the award was rendered.

(ii) Licensee hereby warrants that an arbitral award rendered pursuant to this Section 10 shall be enforceable pursuant to the 1958 New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards, and accordingly warrants and covenants that the decision of the arbitration tribunal shall be final and incontestable and may be used as a basis for judgment thereon anywhere. Licensee specifically warrants that an arbitral award rendered pursuant to this Section 10 shall be enforceable in the jurisdiction in which it is located, and accordingly warrants and covenants that the decision of the arbitrator shall be final and incontestable and may be used as a basis for judgment thereon in Licensee’s jurisdiction.

(e) **Equitable Remedies.** Notwithstanding the provision of this Section 10 and any other
provisions contained in this Agreement, Licensor may, in its sole discretion bring claims at law or in equity in law to the courts of any jurisdiction in matters of confidentiality and industrial property rights (including patents, copyright, trademarks, trade names, industrial secrets).

(f) Costs. Each party shall bear its own cost of these procedures. A party seeking discovery shall reimburse the responding party the cost of production of documents (to include search time and reproduction time costs). The parties shall equally share the fees of the arbitration and the arbitrator. The arbitrator may award attorneys’ fees to the prevailing party as set forth in Section 12(g).

11. Indemnities.

(a) Licensor Indemnity.

(i) Infringement. Licensor shall defend or settle, at its own expense, any action against Licensee based upon a claim that the Software infringes any United States patent, copyright, or trademark, and will pay such damages or costs as are finally awarded against Licensee attributable to such claim, provided that Licensee (1) notifies Licensor promptly in writing of any such action, (2) gives Licensor sole control of the defense and/or settlement of such action, and (3) gives Licensor all reasonable information and assistance (at Licensor’s expense excluding time spent by Licensee’s employees).

(ii) Infringement Remedy. Should the Software become, or in the opinion of Licensor be likely to become, the subject of such an infringement claim, Licensor may, in its sole discretion, (1) procure for Licensee the right to use the Software free of any liability, (2) replace or modify, in whole or in part, the Software to make it non-infringing while still conforming to the published specifications, or, if (1) and (2) are commercially impracticable, (3) remove Software, or part thereof, and refund any fees paid therefor, as reduced using a five-year straight-line amortization schedule from the Effective Date.

(iii) Limitations. Licensor assumes no liability hereunder for (1) any method or process in which the Software may be used or the manner in which Licensee uses, promotes, advertises, or sells the Software, (2) any compliance with Licensee’s specifications requiring deviation from the standard specifications for the Software, (3) use of other than a current unaltered release of the Software, or (4) the combination, operation or use of the Software with non-Licensor programs or data other than as expressly required or specified in Licensor’s published specifications, if such infringement would have been avoided by the combination, operation or use of the Software with other programs or data. THIS SECTION SETS FORTH LICENSOR’S ENTIRE LIABILITY AND OBLIGATION AND CUSTOMER’S SOLE REMEDY FOR ANY CLAIM OF INFRINGEMENT OF PATENT, COPYRIGHT, TRADEMARK, OR OTHER INTELLECTUAL PROPERTY RIGHTS.

(b) Licensee’s Indemnity. Licensee will defend, indemnify and hold Licensor harmless from and against any and all claims and damages and expenses (including attorneys’ fees) arising from or relating to Licensee’s use of the Software except for those claims, damages or expenses, if any, for which Licensor would have an indemnification obligation under Section 11a, provided that Licensor (1) notifies Licensee promptly in writing of any such action, (2) gives Licensee sole control of the defense and/or settlement of such action and (3) gives Licensee all reasonable information and assistance (at Licensee’s expense excluding time spent by Licensor’s employees).

12. Miscellaneous.

(a) Entire Agreement. This is the entire agreement between Licensor and Licensee regarding the Software and the Documentation and it may be amended only by a writing executed by
Licensee and Licensor.

(b) Assignment. Licensee may not assign this Agreement or its rights in the Software or the Documentation in whole or in part to any third party without Licensor’s prior written consent and any attempt to do so is void.

(c) Severability. If any provision of this Agreement is found to be unenforceable or invalid, the balance of this agreement shall remain enforceable according to its terms.

(d) No Implied Waivers. The failure of either party at any time to require performance by the other party of any provision hereof shall not affect in any way the right to require such performance at any time thereafter. Nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of any subsequent breach of the same provision or any other provision.

(e) Governing Law. This Agreement shall be governed by the laws of the State of California and the United States as applied to agreements entered into and fully performed therein by residents thereof. The United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

(f) Jurisdiction and Venue. Any action or proceeding arising directly or indirectly from this Agreement shall be litigated in an appropriate state or federal court in the County of Sacramento, California. Both parties consent to the jurisdiction of such courts.

(g) Attorneys’ Fees. The prevailing party in any action to enforce this Agreement shall be entitled to recover costs and expenses, including attorneys’ fees.

(h) Export Laws. The Software shall not be exported from the United States except in compliance with all applicable export laws and regulations.

(i) Government End Users. The Software is a “commercial item” as that term is defined in 48 C.F.R. 2.101, consisting of “commercial computer software” and “commercial computer software documentation” as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, Licensee will provide the Software to U.S. Government End Users only pursuant to the terms and conditions therein.

(j) Purchase Order Terms. The terms stated in this Agreement are the exclusive terms regarding Licensee’s rights and obligations with respect to the Software. Any terms or conditions stated in any purchase order, acknowledgment or invoice shall be of no force and effect, and no course of dealing, usage of trade, or course of performance shall be relevant to explain or modify any term expressed in the Agreement.

(k) Publicity; Terms of Agreement. Licensor may publicly identify Licensee as Licensor’s customer and a licensee of the Software. Licensee shall not disclose the terms of this Agreement to any third party without Licensor’s prior written consent.

(l) Notices. All notices or other communications required to be given hereunder shall be in writing and shall be delivered by personal delivery, mail, courier, or facsimile to the address or facsimile number of the other party set forth on the Purchase Document. Notice shall be deemed given: upon personal delivery; if sent by fax, with confirmation of correct transmission, on the next business day after it was sent; upon the courier’s confirmed delivery if sent by courier; and if sent by mail with proper postage prepaid, five (5) days after the date of mailing. A party may change its address for notice by delivering to the other party written notice of
the new address in accordance with the requirements of this Section 12(l).

(m) **Language.** The official version of this Agreement is in the English language and this Agreement will be construed in accordance with this version. Translations of this agreement into any other language are for the purpose of accommodation only and shall be of no legal effect.
UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

<table>
<thead>
<tr>
<th>Issue:</th>
<th>Amendment Two to Professional Services Agreement with Jerry L. Cade, M.D.</th>
<th>Back-up:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Petitioner:</td>
<td>Mason VanHouweling, Chief Executive Officer</td>
<td>Clerk Ref. #</td>
</tr>
</tbody>
</table>

Recommendation:
That the Governing Board approve Amendment Two to the Professional Services Agreement between Jerry L. Cade, M.D., and University Medical Center of Southern Nevada; and authorize the Chief Executive Officer to sign the Amendment. *(For possible action)*

**FISCAL IMPACT:**

<table>
<thead>
<tr>
<th>Fund Number:</th>
<th>5420.000 ($156,000) and 5421.006 ($60,000)</th>
<th>Fund Name:</th>
<th>UMC Operating Fund and UMC-Patient Grant-RWC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fund Center:</td>
<td>3000726300</td>
<td>Funded Pgm/Grant:</td>
<td>Ryan White</td>
</tr>
<tr>
<td>Description:</td>
<td>Amendment Two to Professional Services Agreement</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bid/RFP/CBE:</td>
<td>NRS 332.115(1)(b)</td>
<td></td>
<td></td>
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<tr>
<td>Term:</td>
<td>7/1/2018 – 6/30/2019</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amount:</td>
<td>NTE $216,000 for this Amendment ($60,000 of this amount to be paid by Ryan White grant)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Out Clause:</td>
<td>90 days no cause</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**BACKGROUND:**

In July 2016, UMC and Jerry L. Cade, M.D. ("Provider") entered into a Professional Services Agreement ("Agreement") under which Provider provides HIV services to UMC’s inpatients, outpatients, Ryan White eligible patients and ER and Trauma Department patients. Additionally, Provider supervises the direction of HIV inpatients and the HIV Wellness Center 24 hours per day, seven days per week and oversees the development of the Wellness Center’s outreach program at community-based clinics.

The original term of the Agreement ran from July 1, 2016 through June 30, 2017. In July 2017, the parties executed Amendment One to the Agreement, which extended the term through June 30, 2018. The parties now desire to further amend the agreement via this Amendment Two to extend the term through June 30, 2019. Either party may terminate the agreement for no cause with 90-day written notice to the other party.

In accordance with NRS 332.115(1)(b), the competitive bidding process is not required as the services to be performed are professional in nature. The Associate Administrator for Operations has reviewed this Amendment and recommend for approval by the Governing Board. This Amendment has been approved as to form by UMC’s Office of General Counsel.

The Agreement was reviewed by the Governing Board Audit and Finance Committee at its January 17, 2018 meeting and recommended for approval by the Governing Board.

Respectfully submitted,

Mason VanHouweling
Chief Executive Officer

Cleared for Agenda
June 27, 2018

Agenda Item # 5

Page 129 of 292
AMENDMENT TWO TO PROFESSIONAL SERVICES AGREEMENT

This Amendment Two is made and entered into as of June 30, 2018, by and between UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes (hereinafter referred to as “HOSPITAL”) and JERRY L. CADE, M.D., a physician engaged in the practice of medicine specializing in family medicine with an emphasis on HIV care (hereinafter referred to as “PROVIDER”).

RECITALS:

WHEREAS, the parties entered into a Professional Services Agreement on July 1, 2016 (“Agreement”);

WHEREAS, the parties first amended the Agreement effective July 1, 2017 to extend the term of the Agreement through June 30, 2018; and

WHEREAS, the parties desire to further amend the Agreement with this Amendment Two in the manner described herein.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the adequacy and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Section 6.1 Term of the Agreement is hereby deleted in its entirety and replaced with the new Section 6.1 as follows:

   This Agreement shall become effective on July 1, 2016 and shall remain in effect through June 30, 2019 (the “Term”), unless terminated earlier in accordance with this Agreement.

2. Except as expressly amended in this Amendment Two, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first set forth above.

HOSPITAL: PROVIDER:
UNIVERSITY MEDICAL CENTER JERRY L. CADE, M.D.

By: _______________________________ By: _______________________________
    Mason VanHouweling                     Jerry L. Cade, M.D.
    Chief Executive Officer                  

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

<table>
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<tr>
<th>Issue:</th>
<th>Amendment Number Nine to Hospital Agreement with Cigna Health and Life Insurance Company</th>
<th>Back-up:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Petitioner:</td>
<td>Mason VanHouweling, Chief Executive Officer</td>
<td>Clerk Ref. #</td>
</tr>
</tbody>
</table>

**Recommendation:**
That the Governing Board approve Amendment Number Nine to Hospital Agreement between Cigna Health and Life Insurance Company and University Medical Center of Southern Nevada; and authorize the Chief Executive Officer to sign the amendment. *(For possible action)*

**FISCAL IMPACT:**

- Fund Number: 5420.000
- Fund Center: Various
- Description: Ninth Amendment to CIGNA Agreement
- Bid/RFP/CBE: n/a
- Term: July 1, 2018 – June 30, 2019
- Amount: Revenue
- Out Clause: 180 day written notice

- Fund Name: UMC Operating Fund
- Funded Pgm/Grant: N/A

**BACKGROUND:**

In January 2008, the Board approved an agreement with CIGNA to provide certain provider network and claim re-pricing services to covered members to arrange for or administer the provision of healthcare services. CIGNA contracts with physician, hospital and other healthcare practitioners and entities to provide or arrange for, at predetermined rates, the delivery of such healthcare services. That agreement has since been amended eight times, most recently in 2016, to extend the term and update the rate schedule.

This Ninth Amendment will extend the term for an additional year effective July 1, 2018 – June 30, 2019 and implement rate increases for the next year.

Director of Managed Care/Business Development has reviewed the Amendment and recommends approval by the Governing Board.

This Amendment has been approved as to form by UMC’s Office of General Counsel

A Clark County Business License is not required as UMCSN is the Provider of hospital services to this insurance fund.

Cleared for Agenda
June 27, 2018

Agenda Item #
6
This Amendment was reviewed by the Governing Board Audit and Finance Committee at its June 20, 2018 meeting and recommended for approval by the Governing Board.

Respectfully submitted,

Mason VanHouweling
Chief Executive Officer
Amendment Number Nine to Hospital Agreement


WHEREAS, Cigna and Hospital, mutually desire to amend the Agreement;

NOW, THEREFORE, pursuant to the Amendment provisions of the Agreement and in consideration of the mutual promises contained herein, the parties hereby agree as follows:

1. Term. This agreement shall continue in effect for a one year period. Effective July 1, 2018 ending June 30, 2019 at 11:59 pm.

2. The current Rates Exhibit(s) A7-A9 dated June 29, 2017 through June 28, 2018 to Hospital Agreement is deleted in its entirety and replaced with Exhibit(s) A10-A13 dated July 1, 2018 the effective date of this Amendment.

3. Except as modified herein, the Agreement remains in full force and effect. To the extent of a conflict between this Amendment and the Agreement, this Amendment shall control.

4. Any and all capitalized terms not defined herein shall have the same meaning as in the Agreement.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized representatives below:

University Medical Center of Southern Nevada
By: ____________________________
Printed Name: Mason VanHouweling
Title: Chief Executive Officer
Date: ____________________________
Federal Tax ID: 88-6000436

CIGNA
By: ____________________________
Printed Name: Teri Lauenstein
Title: VP, Network Management
Date: 5-29-18
Cigna

Exhibit A 10

Fee Schedule and Reimbursement Terms
Year 1

This is an Exhibit to an Agreement between:
Provider: University Medical Center of Southern Nevada
Cigna Party: Cigna Health and Life Insurance Company
Effective Date: January 1, 2008

This Rate Exhibit:
Applies to: University Medical Center of Southern Nevada
Federal Tax ID: 886000436
National Provider Identifier: 1194165589
Effective Date: July 1, 2018 through June 30, 2019

Payor will pay Hospital in accordance with the fee schedule and the reimbursement terms set forth herein for Covered Services rendered to Participants. Except where otherwise indicated, Cigna may adjust coding in its systems to remain consistent with the parties’ intent to reimburse for the services listed in this Exhibit.

I. Inpatient Services

Hospital shall accept as full and final payment for all Covered Services provided to Participants who are admitted as inpatients the lesser of the total Billed Charges for the inpatient stay or the reimbursement specified in this Exhibit. Such reimbursement covers all inpatient Covered Services, including but not limited to, semi-private room and board, operating room, the services of Hospital-Based Physicians employed by or compensated by Hospital, nurses and other Hospital employees and permitted subcontractors, all supplies excluding personal convenience items, laboratory management and interpretation of test results, all ancillary services, pharmacy, and other Medically Necessary services provided to a Participant. Payor shall deduct any Copayments, Deductibles, or Coinsurance required by the Benefit Plan from payment due to Hospital. References to DRG’s in the inpatient chart below shall mean MS-DRG’s.
The information in this exhibit is confidential and proprietary.
II. Outpatient Services

Hospital shall accept as full and final payment for all Covered Services provided to Participants on an outpatient basis the lesser of the total Billed Charges for the episode of care or the reimbursement specified in this Exhibit. Such reimbursement covers all outpatient Covered Services, including but not limited to, all facility services, the services of all Hospital-Based Physicians employed by or compensated by Hospital, nurses and other Hospital employees and permitted subcontractors, laboratory management and interpretation of test results, ancillary, diagnostic, and pharmacy charges, and other Medically Necessary services provided in relation to the outpatient categories specified below. This Agreement specifically excludes those services which, in accordance with community standards, are considered office-based procedures or services, and Hospital shall not be reimbursed and shall not bill Participants for any such excluded services. The applicable rate includes all Medically Necessary services that Hospital customarily provides to outpatients. Payor shall deduct any Copayments, Deductibles, or Coinsurance required by the Benefit Plan from payment due to Hospital.
CIGNA

The information in this exhibit is confidential and proprietary.
III. Miscellaneous Terms

A. Chargemaster Increases

1. Notification of Chargemaster Increases. Hospital shall provide Cigna with thirty-(30) days prior written notice via certified letter signed by Hospital's Chief Financial Officer (or other responsible officer of Hospital) should any charges increase during the term of this Agreement. Hospital will also provide Cigna with an electronic file of Hospital's new chargemaster list at that time. The electronic file will contain the following data split between inpatient and outpatient chargemaster codes: a) all chargemaster codes and descriptions; b) total number of charge units provided to Participants under this Agreement during the most recent calendar year; c) chargemaster unit prices in effect; and d) UB revenue/CPT codes. Additionally, Hospital shall furnish Cigna with an electronic file of Hospital's chargemaster list containing the data elements specified above on the Effective Date of this Agreement, 6 months from the Effective Date, and annually thereafter.

2. Adjustment to Discount Rates. Any percentage discount calculated from those charges may be changed appropriately to ensure that Cigna's reimbursement for a given service to Hospital remains fixed throughout the term of this Agreement.

3. Adjustment to Stop Loss and Exclusion Thresholds. Any stop loss or exclusion threshold may be increased by the percentage by which Hospital's chargemaster has increased since the Effective Date of this Agreement.

4. Right to Audit. Cigna shall have the right to audit Hospital's records relating to Hospital's charges in order to assure compliance with and to enforce this provision. Cigna may also audit its records relating to Hospital's charges. If audit findings indicate a change in charges, Cigna shall notify Hospital of such findings, any adjustments to the percentage discount, and the effective date of such adjustments.

B. When a Participant is admitted as an inpatient after receiving outpatient services on the same calendar day, or when 2 or more Primary Services are performed on the same calendar day, the following Payment Rules apply:

When one of the Primary Services listed are performed, all Covered Services will be reimbursed at the applicable Payment Rule rate.

When no Primary Services are performed, reimbursement for Covered Services will be at the individual rate associated with the service as listed in this Exhibit:
<table>
<thead>
<tr>
<th>Primary Service</th>
<th>Payment Rule</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ambulatory Surgery with MRI, CT or PET Scan</td>
<td>Ambulatory Surgery rate applies only</td>
</tr>
<tr>
<td>Ambulatory Surgery with Observation</td>
<td>Ambulatory Surgery rate applies only</td>
</tr>
<tr>
<td>Ambulatory Surgery transfer to Inpatient</td>
<td>Inpatient rate(s) applies only</td>
</tr>
<tr>
<td>Emergency Department Services with or transfer to Ambulatory Surgery</td>
<td>Ambulatory Surgery rate applies only</td>
</tr>
<tr>
<td>Emergency Department Services with or transfer to Observation</td>
<td>Observation rate applies only</td>
</tr>
<tr>
<td>Emergency Department Services with or transfer to Cardiac Catheterization Lab Services</td>
<td>Cardiac Catheterization Lab Services rate applies only</td>
</tr>
<tr>
<td>Emergency Department Services transfer to Inpatient</td>
<td>Emergency Department Services rate applies only</td>
</tr>
<tr>
<td>Observation with MRI, CT or PET Scan</td>
<td>Observation rate applies only</td>
</tr>
<tr>
<td>Observation transfer to Inpatient</td>
<td>Inpatient rate(s) applies only</td>
</tr>
<tr>
<td>Observation with or transfer to Cardiac Catheterization Lab Services</td>
<td>Cardiac Catheterization Lab Services rate applies only</td>
</tr>
<tr>
<td>Cardiac Catheterization Lab Services with MRI, CT or PET Scan</td>
<td>Cardiac Catheterization Lab Services rate applies only</td>
</tr>
<tr>
<td>Cardiac Catheterization Lab Services with Cardiac Catheterization Procedures or PTCA and Other Percutaneous Cardiac Procedures</td>
<td>Cardiac Catheterization Procedures or PTCA and Other Percutaneous Cardiac Procedures rate applies only</td>
</tr>
<tr>
<td>Cardiac Catheterization Procedures with PTCA and Other Percutaneous Cardiac Procedures</td>
<td>PTCA and Other Percutaneous Cardiac Procedures rate applies only</td>
</tr>
<tr>
<td>Cardiac Catheterization Lab Services transfer to Inpatient</td>
<td>Inpatient rate(s) applies only</td>
</tr>
<tr>
<td>Any other outpatient service that converts to an inpatient admission</td>
<td>Inpatient rate(s) applies only</td>
</tr>
</tbody>
</table>

If the primary reason for admission from the ambulatory surgery facility is associated with Hospital's scheduling or administrative procedures, the ambulatory surgery rate will apply.

C. Hospital's reimbursement for its costs pertaining to a Participant's diagnostic testing and procedures occurring within 3 days of an elective admission or ambulatory surgery is included in the compensation for inpatient or outpatient services set forth above.

D. Multiple outpatient procedures performed in the same surgical session, including but not limited to, procedures in the CPT code range 10021-36262 and 36420-69999,
CIGNA

The information in this exhibit is confidential and proprietary.
Cigna

Exhibit A  13

Fee Schedule and Reimbursement Terms
Hospital Based Physicians
105% 2017 Cigna RBRVS

This is an Exhibit to an Agreement between:
Provider: University Medical Center of Southern Nevada
Cigna Party: Cigna Health and Life Insurance Company
Effective Date: January 1, 2008

This Rate Exhibit:
Applies to: University Medical Center of Southern Nevada
Federal Tax ID: 886000436
Effective Date: July 1, 2018 through June 30, 2019

I. DEFINITIONS

Cigna Standard Fee Schedule means the standard Cigna fee schedule in effect at the time of service and applicable to this Agreement for certain Covered Services provided to Participants. The Cigna Standard Fee Schedule is subject to change. For workers' compensation Benefit Plans, the Cigna Standard Fee Schedule shall not exceed the state fee schedule.

II. FEE FOR SERVICE REIMBURSEMENT

Covered Services will be reimbursed at the lesser of billed charges or the applicable fee under the Cigna Standard Fee Schedule, less applicable Copayments, Deductibles and Coinsurance.

The reimbursement terms set forth in this Exhibit are applicable to all services rendered as part of your practice or scope of license. Any services provided by an out of network provider or vendor as part of your practice or scope of license are not separately reimbursable.
UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue: Ratification of Fourth Amendment to Memorandum of Understanding with DaVita Medical IPA Nevada, LLC d/b/a JSA P5 Nevada LLC and d/b/a Healthcare Partners of Nevada

Petitioner: Mason VanHouweling, Chief Executive Officer

Recommendation:
That the Governing Board approve the Ratification of Fourth Amendment to Memorandum of Understanding between DaVita Medical IPA Nevada, LLC d/b/a JSA P5 Nevada LLC and d/b/a Healthcare Partners of Nevada and University Medical Center of Southern Nevada; and authorize the Chief Executive Officer to sign the agreements. (For possible action)

FISCAL IMPACT:

Fund Number: 5420.000
Fund Center: 3000801000
Description: Ratification of Fourth Amendment to Memorandum of Understanding
Bid/RFP/CBE: NRS 332.115(1)(b)
Term: 6/1/2018 – 5/31/2020
Amount: Revenue based on volume
Out Clause: 90 day written notice

BACKGROUND:

On January 20, 2009, the Board approved a temporary Letter of Agreement with HealthCare partners of Nevada (HCPNV) to provide hospital and outpatient services to more than 26,000 of its members at UMC while staff finalized an agreement. The term was from January 1, 2009 through April 30, 2009.

On June 2, 2009, the Board approved a Memorandum of Understanding (MOU) with Healthcare Partners of Nevada. The MOU required UMC to provide hospital services for Medicare Advantage HMO members assigned to HCPNV. Such services included but not limited to medial, diagnostic, surgical services, facilities and products for the treatment of beneficiaries. The term was from June 1, 2009 through May 31, 2012. A new agreement was ratified for the same service. The term commenced on June 1, 2012 through May 31, 2015.

On May 27, 2015, the Board approved the 2nd Amendment which extended the term from June 1, 2015 – May 31, 2018.

On August 25, 2017, the Board approved the 3rd Amendment that changed all references from JSA P5 Nevada LLC d/b/a Healthcare Partners of Nevada to DaVita Medical IPA Nevada, LLC d/b/a JSA P5 Nevada LLC and
d/b/a HealthCare Partners of Nevada. It also deleted Exhibit A-1 with pricing from June 1, 2015 and updates it with pricing from December 1, 2016.

This 4th Amendment extend the terms of the MOU from June 1, 2018 through May 31, 2020. This amendment will also delete Exhibit A-1 Fee Schedule from December 1, 2016 and updates it with Exhibit A-1 Fee Schedule pricing from June 1, 2018 to May 31, 2020.

Director of Managed Care has reviewed the Amendment and recommends approval by the Governing Board.

This Amendment has been approved as to form by UMC’s Office of General Counsel.

Healthcare Partners of Nevada currently holds a Clark County Business License.

The Amendment was reviewed by the Governing Board Audit and Finance Committee at its June 20, 2018 meeting and recommended for approval by the Governing Board.

Respectfully submitted,

Mason VanHouweling
Chief Executive Officer
FOURTH AMENDMENT TO
The Memorandum of Understanding Between
HealthCare Partners of Nevada
University Medical Center of Southern Nevada

THIS FOURTH AMENDMENT ("Amendment"), dated and effective June 1, 2018 is entered into by and between University Medical Center of Southern Nevada, (hereinafter referred to as "Hospital") and DeVita Medical IPA Nevada, LLC d/b/a JSA P6 Nevada, LLC and d/b/a HealthCare Partners of Nevada and any reference to HCPN shall (hereinafter referred to as "Company").

WHEREAS, the parties have previously executed a Memorandum of Understanding (the "MOU") effective June 1, 2008, which was amended on June 1, 2016 to extend the term period and adjust the contract rates, and amended on July 13, 2017 to do a Name Change and adjust the Per Diem Exclusion section of the agreement; and

WHEREAS, the parties desire to further amend the MOU to extend the term period of the agreement and revise the contracted rates.

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

1. Extend Section 5, Term period for two (2) years effective June 1, 2018 ending May 31, 2020 at 11:59 p.m.

2. Delete Exhibit A-1 dated June 1, 2015 -- May 31, 2018 in its entirety and replace it with Exhibit A-1 Dated June 1, 2018 -- May 31, 2020 attached hereto.

The parties ratify and affirm the MOU and agree that it is in full force and effect as amended herein. In case of a conflict between the terms of the MOU and the terms of the Amendment, the terms of this Amendment will control.

IN WITNESS WHEREOF, the parties have the authority necessary to bind the entities identified herein and have executed this Agreement to be effective as of Effective Date.

HOSPITAL:

By: 
Name: Mason VanHouwelling
Title: Chief Executive Officer
Date: June 18

HCPN:

By: 
Name: Mark Jme
Title: President
Date: 5/30/18
HCPN 4TH AMENDMENT

The information in this exhibit is confidential and proprietary.
UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA  
GOVERNING BOARD  
AGENDA ITEM

<table>
<thead>
<tr>
<th>Issue:</th>
<th>Third Amendment of Lease and Extension of Term with Mark Street Property, LLC and Richard and Joylin Vandenburg 1990 Living Trust</th>
<th>Back-up:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Petitioner:</td>
<td>Mason VanHouweling, Chief Executive Officer</td>
<td>Clerk Ref. #</td>
</tr>
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</table>

Recommendation:

That the Governing Board review and recommend for approval by the Board of Hospital Trustees for University Medical Center of Southern Nevada, the Third Amendment of Lease and Extension of Term with Mark Street Property, LLC and Richard and Joylin Vandenburg 1990 Living Trust for rentable space for the UMC Sunset Quick Care and Primary Care at 525 Marks Street; and take action as deemed appropriate. *(For possible action)*

FISCAL IMPACT:

- Fund Number: 5420.000
- Fund Center: 3000731000 & 3000731500
- Description: Sunset QC & PC Lease
- Bid/RFP/CBE: N/A
- Term: Amendment 3 – extend through 8/31/2023
- Amount: Amendment 3 – additional $1,327,714.20
- Out Clause: Subject to Article 15 (Budget Act and Fiscal Fund Out clauses)

BACKGROUND:

On February 18, 1997, the Board of Hospital Trustees approved a Lease Agreement with Richard and Joylin Vandenberg 1990 Living Trust dated June 22, 1990, Richard Vandenberg, Jr. and Joylin J. Vandenberg, Co-Trustees; and Mark Street Property, LLC (successor in interest to the Shirley F. Swanson 1990 Trust and the Ruth C. Ferron Irrevocable Trust) (collectively called “Landlord”) for the Sunset Quick Care and Primary Care located at 525 Marks Street, Henderson, Nevada 89014. The term was from August 1, 1998 to July 31, 2008 with the option to renew for two 5-year periods.

The First Amendment, dated March 4, 2008, exercised the first of two 5-year renewal options extending the lease through July 31, 2013. The Second Amendment, dated October 15, 2013, (i) exercised the second renewal option extending the lease through August 31, 2018, (ii) reduced the monthly rent from $26,418 to $21,694.68 and (iii) added another five (5) year renewal option.

This Third Amendment requests to exercise the last renewal option extending the lease through August 31, 2023 at $22,128.57 per month ($2.60 per sq. ft.).

Clear for Agenda
June 27, 2018

Agenda Item #
8
UMC’s COO and Ambulatory Services Director have reviewed and recommend approval of this Amendment. This Amendment has been approved as to form by UMC’s Office of General Counsel.

The Department of Business License has determined that Landlord is not required to obtain a Clark County business license nor a vendor registration.

This Amendment was reviewed by the Governing Board Audit and Finance Committee at their June 20, 2018 meeting and recommended for approval by the Board of Hospital Trustees.

Respectfully submitted,

Mason VanHouweling  
Chief Executive Officer
THIRD AMENDMENT OF LEASE
AND EXTENSION OF TERM

THIS THIRD AMENDMENT OF LEASE AND EXTENSION OF TERM
(“Agreement”) is made as of this____ day of_______, 2018 (“Effective Date”), by and among
the Richard and Joylin Vandenberg 1990 Living Trust dated June 22, 1990, Richard Vandenberg,
Jr. and Joylin J. Vandenberg, Co-Trustees; and Mark Street Property, LLC, a Nevada limited
liability company, successor in interest to the Shirley F. Swanson 1990 Trust and the Ruth C.
Ferron Irrevocable Trust (collectively, the “Landlord”) and UNIVERSITY MEDICAL CENTER
OF SOUTHERN NEVADA, a political subdivision of the State of Nevada (“Tenant”).

RECITALS

A. Landlord’s predecessor-in-interest (InterCapital Development Incorporated, a
Nevada corporation) and Tenant entered into that certain Lease Agreement dated July 23, 1996,
as amended by that certain Amendment One Lease Agreement dated March 4th, 2008, and as
further amended by that Second Amendment of Lease and Extension of Term dated October 15th,
2013 (collectively, the “Lease”) for the lease of certain premises (“Premises”), in the City of
Henderson, County of Clark, State of Nevada, a property commonly referred to as 525 Mark
Street, Henderson, Nevada, 89014 or Sunset Quick Care, all as more particularly set forth in the
Lease.

B. Landlord and Tenant desire to extend the Lease Term and amend the Lease as set
forth herein.

TERMS

NOW, THEREFORE, in consideration of the foregoing Recitals, the mutual covenants
herein contained, and good and valuable consideration, the receipt and sufficiency of which is
hereby acknowledged, the parties hereby agree as follows:

1. Defined Terms. All initial capitalized terms used in this Agreement shall have
the same meaning given such terms in the Lease, unless otherwise defined in this Agreement.

2. Effective Date. The changes to this Lease shall commence on the Effective Date,
unless another date is expressly provided.

3. Lease Term. Section 1.05 shall be changed as follows:

The Lease Term shall be extended for an additional five (5) year period and shall end on
August 31, 2023.

4. Base Rent. Section 1.08 shall be changed to add the following:
Base Rent shall be payable at the times and in the amounts set forth herein:

<table>
<thead>
<tr>
<th>YEAR</th>
<th>ANNUAL MINIMUM RENT</th>
<th>MONTHLY MINIMUM RENT/SF</th>
<th>MONTHLY MINIMUM RENT</th>
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</thead>
<tbody>
<tr>
<td>9/1/18 – 8/31/23</td>
<td>$265,542.84</td>
<td>$2.60</td>
<td>$22,128.57</td>
</tr>
</tbody>
</table>

5. **Option to Extend Lease Term.** Section 2.02 is deleted in its entirety.

6. **No Offer.** This Agreement shall be effective only, and is expressly conditioned, upon the execution of this Agreement by Landlord and Tenant.

7. **Effect.** Except as expressly modified by this Amendment, the Lease shall remain unchanged and in full force and effect.

8. **Successors.** The provisions of this Agreement, to include all amendments, shall bind and inure to the benefit of the heirs, representatives, successors and assigns of the parties hereto.

**IN WITNESS WHEREOF,** this Agreement has been entered into by the parties as of the day and year first above written.

**LANDLORD:**

Richard and Joylin Vandenberg 1990 Living Trust dated June 22, 1990, Richard Vandenberg, Jr. and Joylin J. Vandenberg, Co-Trustees;

By: ______________________________
Name: Richard Vandenberg, Jr.
Its: Co-Trustee

By: ______________________________
Name: Joylin J. Vandenberg
Its: Co-Trustee

**TENANT:**

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, a political subdivision of the State of Nevada

By: ______________________________
Name: ______________________________
Its: ______________________________

Mark Street Property, LLC, a Nevada limited liability company

By: ______________________________
Name: ______________________________
Its: ______________________________
Base Rent shall be payable at the times and in the amounts set forth herein:

<table>
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<tr>
<th>YEAR</th>
<th>ANNUAL MINIMUM RENT</th>
<th>MONTHLY MINIMUM RENT/SF</th>
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**LANDLORD:**

Richard and Joylin Vandenberg 1990 Living Trust dated June 22, 1990, Richard Vandenberg, Jr. and Joylin J. Vandenberg, Co-Trustees;

By: ____________________________
Name: Richard Vandenberg, Jr.
Its: Co-Trustee

By: ____________________________
Name: Joylin J. Vandenberg
Its: Co-Trustee

Mark Street Property, LLC, a Nevada limited liability company

By: ____________________________
Name: [Signature]
Its: [Position]

**TENANT:**

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, a political subdivision of the State of Nevada

By: ____________________________
Name: ____________________________
Its: ____________________________

Page 2 of 2
## Disclosure of Ownership/Principals

**Business Entity Type (Please select one):**
- [ ] Sole Proprietorship
- [ ] Partnership
- [x] Limited Liability Company
- [ ] Corporation
- [ ] Trust
- [ ] Non-Profit Organization
- [ ] Other

**Business Designation Group (Please select all that apply):**
- [ ] MBE
- [ ] WBE
- [ ] SBE
- [ ] PBE
- [ ] VET
- [ ] DVET
- [ ] ESR
- [ ] Minority Business Enterprise
- [ ] Women-Owned Business Enterprise
- [ ] Small Business Enterprise
- [ ] Physically Challenged Business Enterprise
- [ ] Veteran Owned Business
- [ ] Disabled Veteran Owned Business
- [ ] Emerging Small Business

**Number of Clark County Nevada Residents Employed:**
- [ ]

**Corporate/Business Entity Name:**
Mark Street Property, LLC

**Street Address:**
320 16th St., Manhattan Beach, CA 90266

**Telephone No.:**
(310) 739-9104

**Nevada Local Street Address:**

**City, State and Zip Code:**

**Telephone No.:**

**Website:**

**POC Name:**

**Email:**

**Fax No.:**

**Nevada Local Street Address:**

**Website:**

**City, State and Zip Code:**

**Local Fax No.:**

**Local POC Name:**

**Email:**

---

All entities, with the exception of publicly-traded and non-profit organizations, must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board.

Publicly-traded entities and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use applications, extends to the applicant and the landowner(s).

Entities include all business entities organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

---

### Full Name

| Larry W. Swanson                  | Member/Manager | 33.3334% |
| David J. Swanson                 | Member         | 33.3334% |
| S. Swanson Trust the Timothy     | Member         | 33.3334% |

---

**This section is not required for publicly-traded corporations. Are you a publicly-traded corporation?**
- [ ] Yes
- [x] No

1. Are any individual members, partners, owners or principals, involved in the business entity, a University Medical Center of Southern Nevada full-time employee(s), or appointed/elected official(s)?
   - [ ] Yes
   - [ ] No
   (If yes, please note that University Medical Center of Southern Nevada employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)

2. Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a University Medical Center of Southern Nevada full-time employee(s), or appointed/elected official(s)?
   - [ ] Yes
   - [ ] No
   (If yes, please complete the Disclosure of Relationship Form on Page 2. If no, please print N/A on Page 2.)

---

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that the University Medical Center of Southern Nevada Governing Board will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.

**Signature:**

**David W. Turner**

**Print Name:**

**C.P.A.:**

5/11/18

**Date:**

1

REVISED 7/25/2018
## Disclosure of Ownership/Principals

**Business Entity Type (Please select one)**
- [ ] Sole Proprietorship
- [ ] Partnership
- [ ] Limited Liability Company
- [x] Corporation
- [ ] Trust
- [ ] Non-Profit Organization
- [ ] Other

**Business Designation Group (Please select all that apply)**
- [ ] MBE
- [ ] WBE
- [ ] SBE
- [ ] PBE
- [ ] VET
- [ ] DVET
- [ ] EGG
- [ ] Minority Business Enterprise
- [ ] Women-Owned Business Enterprise
- [ ] Small Business Enterprise
- [ ] Physically Challenged Business Enterprise
- [ ] Veteran Owned Business
- [ ] Disabled Veteran Owned Business
- [ ] Emerging Small Business

### Number of Clark County Nevada Residents Employed: 0

**Corporate/Business Entity Name:** Richard and Joylin Vandenberg 1990 Living Trust  
**Street Address:** 5044 Pensier St.  
**City, State and Zip Code:** Las Vegas, Nevada 89135  
**Telephone No.:** (702) 879-3833  
**POC Name:** Joylin Vandenberg  
**Email:** joylinv@cox.net

**City, State and Zip Code:** Las Vegas, Nevada 89135

**Telephone No.:** (702) 879-3833

**POC Name:** Joylin Vandenberg

**Email:** joylinv@cox.net

### Nevada Local Street Address: (If different from above)

**City, State and Zip Code:** Las Vegas, Nevada 89135

**Telephone No.:** (702) 879-3833

**POC Name:** Joylin Vandenberg

**Email:** joylinv@cox.net

All entities, with the exception of publicly-traded and non-profit organizations, must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before this Board.

Publicly-traded entities and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use applications, extends to the applicant and the landowner(s).

Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

<table>
<thead>
<tr>
<th>Full Name</th>
<th>Title</th>
<th>% Owned</th>
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</thead>
<tbody>
<tr>
<td>Richard Vandenberg</td>
<td>Trustee</td>
<td>60%</td>
</tr>
<tr>
<td>Joylin Vandenberg</td>
<td>Trustee</td>
<td>50%</td>
</tr>
</tbody>
</table>

**This section is not required for publicly-traded corporations. Are you a publicly-traded corporation?**

- [ ] Yes
- [x] No

1. _Are any individual members, partners, owners or principals, involved in the business entity, a University Medical Center of Southern Nevada full-time employee(s), or appointed/elected official(s)?_
   - [ ] Yes
   - [x] No
   
   _If yes, please note that University Medical Center of Southern Nevada employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid._

2. _Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a University Medical Center of Southern Nevada full-time employee(s), or appointed/elected official(s)?_
   - [ ] Yes
   - [x] No
   
   _If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2._

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that the University Medical Center of Southern Nevada Governing Board will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.

**Signature:**

**Attorney:**

**Title:**

**Print Name:**

**Date:** 5-14-18

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**REVISED 7/20/2014**
UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

<table>
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<tr>
<th>Issue:</th>
<th>Sales Quote with Hill-Rom Company, Inc.</th>
<th>Back-up:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Petitioner:</td>
<td>Mason VanHouweling, Chief Executive Officer</td>
<td>Clerk Ref. #</td>
</tr>
</tbody>
</table>

Recommendation:

That the Governing Board approve the Sales Quote to purchase Centrella Smart Beds and Progressa ICU Beds with Hill-Rom Company, Inc. *(For possible action)*

FISCAL IMPACT:

- Fund Number: 5430.011
- Fund Center: 3000999901
- Description: (42) Centrella Smart Beds and (10) Progressa ICU Beds
- Bid/RFP/CBE: HPG
- Term: One (1) year warranty for parts and labor
- Amount: $843,466.96
- Out Clause: In accordance with HPG’s Order Cancellation/Return Goods Policy

BACKGROUND:

This request is to purchase (42) Centrella Smart Beds and (10) Progressa ICU Beds (Beds) for use in the Medical Surgical and ICU departments respectively. The Beds will replace older models that are 8-16 years old.

The Centrella Smart Bed is designed to address patient safety and satisfaction by focusing on fall prevention, pressure injury reduction, increased comfort and improved communication. The Progressa ICU Bed System is a therapeutic device that helps support early mobility and is intended to be used to treat or prevent pulmonary or other complications associated with immobility.

The Beds are being purchased under HPG Contract No. 5332. HPG is a Group Purchasing Organization (GPO) of which UMC is a member. This request is in compliance with NRS 450.525 and pursuant to NRS 450.530.

UMC’s Burn Care Therapy (BCT) Clinical Supervisor has reviewed and recommends approval of this Sales Quote. This Sales Quote has been approved as to form by UMC’s Office of General Counsel.

Hill-Rom Company currently holds a Clark County business license.

This Sales Quote was reviewed by the Governing Board Audit and Finance Committee at their June 20, 2018 meeting and recommended for approval by the Governing Board.

Respectfully submitted,

Mason VanHouweling
Chief Executive Officer

Cleared for Agenda
June 27, 2018

Agenda Item # 9
Attn: ACCOUNTS PAYABLE  
UNIV MED CTR SOUTHERN NEVADA  
1800 W CHARLESTON BLVD  
LAS VEGAS NV 89102-2329

Ship To:  
UNIV MED CTR SOUTHERN NEVADA  
1800 W CHARLESTON BLVD  
LAS VEGAS NV 89102-2329

Bill To Customer #: 608488  
Ship To Customer #: 608488

For Questions / Correspondence Please Contact:  
Hill-Rom Customer Service @ 800-445-3730  
Fax: 812-934-8189  
Email: us.customerservice@hill-rom.com

Your Account Rep.: ROBERT HONE  
Mobile Phone #: +1 760 525 3330  
Email: robert.hone@hill-rom.com

Product Information

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<tr>
<th>CENTRELLA SMART+ BED</th>
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<th>Unit Price</th>
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<td>Bed Exit Silence</td>
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1069 State Route 46 East  
Batesville, IN 47006-9167  
800.261.6021  
www.hill-rom.com

No additional freight charges are incurred if shipment is made within contiguous US
PROGRESSA ICU BED SYSTEM

**Standard Features:**
- Flex-A-Foot Retractable Frame Technology
- 30/45 Degree Head of Bed Alarm
- Night Light
- Hands Free Emergency CPR
- Trendelenburg
- Point of Care Side Rail Controls
- Obstacle Detect System
- Drainage Bag Holders
- Four IV Sockets
- Patient Controls Backlighting
- Bed Controls
- Line Manager
- PPM, 3 Level Advanced Bed Exit
- Foot Controls Module
- Oxygen Tank Holder
- Point of Care Touch Screen on Both Sides
- 6" Casters

**Included Options:**
- English Language Labels
- Voltage: 120
- Power Plug: NEMA5-15P (US)
- Accessory Outlet
- Caregiver Pendant
- In-Bed Scale
- O2 Tank Holder Module 107.95mm and 112.7mm
- Straight Power Cord
- Navicare Ready

**Itemized Options:**

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<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Unit Price</th>
<th>Extended Price</th>
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<tr>
<td>PRO-BASE</td>
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<td>$99,938.60</td>
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<td>PRO-T</td>
<td>Advanced Microclimate Surface</td>
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<td>PRO-CE</td>
<td>Chair Egress Position</td>
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<td>$29,599.60</td>
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<td>PRO-PMMS</td>
<td>Patient Migration Hgnt</td>
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<td>PRO-NUL</td>
<td>Nurse Call, Univ TV &amp; Lighting</td>
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<td>PRO-ID</td>
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Bill To Customer #: 608488  Ship To Customer #: 608488

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<td>PRO-TS Transport Shelf</td>
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<td><strong>$32,382.49</strong></td>
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Order Total (USD) $843,466.96

The above pricing is based on the HT Bed Group Buy which is in effect from 5/1/2018 through 7/31/2018. Orders must be delivered by September 15, 2018 in order to participate in this group buy. This promotion is for new orders only, and cannot be combined with any other offers, such as additional discounting, lease agreements, or trade in.

Hill-Rom’s standard terms and conditions attached to this Quotation are null and void, this Quotation is issued pursuant to and will be accepted subject to the Terms of Contract # 5332 (HealthTrust); Expiration Date: November 30, 2020. In the event of conflict between Contract # 5332 (HealthTrust) and the Nevada Revised Statutes, Nevada law will prevail.
TERMS AND CONDITIONS

Prices: Prices on Hill-Rom’s proposal are subject to change, unless the proposal states that pricing is firm through the expiration date, as noted on the proposal. For purchase orders placed after the expiration date, the price in effect at the time of the requested delivery will apply. Customer shall be billed for all applicable sales and other taxes in such amount as Customer provides to Hill-Rom a tax exempt certificate (resale certificate) to Hill-Rom with respect to such taxes. Applicable taxes will be calculated and billed at time of invoicing.

Payment Terms: Invoices are payable net thirty (30) days from invoice date. Unless waived by Hill-Rom in writing, overdue invoices shall be subject to a late payment charge equal to the lesser of (i) one and one-half percent (1 1/2%) per month or (ii) the maximum rate allowed by law. Customer agrees to pay Hill-Rom for any and all costs and expenses (including without limitation reasonable attorneys’ fees) incurred by Hill-Rom to collect any amounts owed to it, enforce any of its rights or seek any of its remedies hereunder. In the event Customer has directed that the charges hereunder be billed to another person or organization, and payment is not made by such person or organization within ten (10) days after the invoice date, Customer shall still remain liable hereunder. Customer is advised that it may be obligated to properly reflect and/or report any discount, rebate or reduction in price in its costs claimed or charges made to federal (e.g., Medicare) or state (e.g., Medicaid) health care programs requiring such disclosure. The invoices provided by Hill-Rom to Customer may not reflect the net cost to Customer. Customer shall make written request to Hill-Rom in the event Customer requires additional information in order to perform any applicable reporting or disclosure obligations.

Installation: Unless otherwise agreed in writing, Customer shall perform any installation of products sold hereunder at Customer’s expense. Hill-Rom agrees to furnish appropriate instructions and information to assist with the installation and/or first operation of the products.

Limited Warranty: For specific warranty information on Hill-Rom products and parts, please see owner’s manual or review manuals on line at our website, www.hill-rom.com. THE FOREGOING WARRANTY CONSTITUTES THE SOLE WARRANTY MADE BY HILL-ROM AND IS IN LIEU OF ALL OTHER REPRESENTATIONS OR WARRANTIES EXPRESS OR IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER REMEDIES. IN NO CASE SHALL HILL-ROM BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR DELAYS. NO EMPLOYEE OR REPRESENTATIVE OF HILL-ROM IS AUTHORIZED TO CHANGE THIS WARRANTY IN ANY WAY OR GRANT ANY OTHER WARRANTY.

Product Interface: Customer shall be responsible for ensuring to customer’s satisfaction that any equipment and accessories not supplied by Hill-Rom that are used with Hill-Rom products properly interface or operate with Hill-Rom products. Hill-Rom shall not be liable to Customer or any third person for personal injury or property damage arising from the use of third party equipment and accessories with Hill-Rom products.

Software: For Centrella™ hospital beds by Hill-Rom and other站立式病床, Customer hereby licenses to Hill-Rom the embedded software pursuant to the “Terms and Conditions for the Software License for the Centrella™ Smart Bed,” which terms and conditions are incorporated herein by reference and are located at http://www.hill-rom.com/user/products/category/hospital-beds/centrella-smart-bed-software-license/ (password = centrella).

Limitation of Liability: Hill-Rom shall not be liable for loss or damages due to delay in manufacture or shipment resulting from any cause beyond Hill-Rom’s control. Delays resulting from any such cause shall extend shipment date and damages are calculated from such event. In NO EVENT SHALL HILL-ROM BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS CONTRACT IS BETWEEN CUSTOMER AND HILL-ROM. Customer must make claims for shortages or errors within a reasonable time after receipt of the products. Hill-Rom reserves the right to use remanufactured or used components that meet new component specifications.

Security Interest: Default and insurance: Hill-Rom shall retain a security interest in the products until Hill-Rom has received full payment including taxes. Customer agrees to sign and deliver to Hill-Rom any additional documents required by Hill-Rom to protect its security interest. If Customer defaults or Hill-Rom deems itself insecure of the products in danger of confiscation, the full amount unpaid shall immediately become due and payable at the option of the Hill-Rom and on proper notice to the Customer, the Hill-Rom may repossess possession of the products wherever located without court order and can resell or return according to the laws of the state where products are located. The products shall not be considered a fixture if attached to any realty. Customer shall assume all loss relating from damage to the products occurring after the products leave Hill-Rom’s control and shall provide adequate insurance therefor at all times until the purchase price shall have been fully paid. Hill-Rom reserves the right to request proof of such insurance at any time prior to full payment along with a statement from such insurer limiting cancellation or changes to said policy within ten (10) days after written notice of same to Hill-Rom.

Specifications: Specifications and drawings and any other information shall remain the property of Hill-Rom and are subject to recall at any time. Such information shall not be disclosed or used for manufacture of any products. In accordance with Hill-Rom’s established policy of constant improvement, Hill-Rom reserves the right to amend its specifications at any time without notice.

Mergers: These terms and conditions supersede any inconsistent agreements, understandings, oral or written, between the parties, including any terms and conditions in any documentation submitted by Customer to Hill-Rom, unless agreed to in writing by an authorized representative of Hill-Rom. Customer agrees and acknowledges that if Customer issues any further purchase orders, Hill-Rom will have no obligation to accept or otherwise honor any such purchase order.

Acceptance: Customer’s issuance of a purchase order, upon acceptance by Hill-Rom, shall constitute a contract between the parties and is Customer’s affirmative acknowledgment and acceptance of Hill-Rom’s product proposal and the associated terms and conditions accompanying such proposal. This contract is subject to Hill-Rom’s approval of Customer’s credit. Written notice shall be given to Customer within sixty (60) days of the date hereof if Customer’s credit is deemed, in the sole discretion of the Hill-Rom, to be unsatisfactory.

Choice of Law: This contract shall be governed by, and construed in accordance with, the laws of the State of Illinois, without regard to its conflict of laws principles.

Deliveries: Date of delivery shall be determined by mutual written agreement of the parties. No delivery date set forth in a Purchase Order shall be binding on Hill-Rom unless Hill-Rom explicitly agrees to such delivery date in a writing signed by an authorized representative of Hill-Rom. Shipments of all products shall be subject to freight on board (FOB) Customer, with all costs of transportation and insurance being the responsibility of Hill-Rom with the exception of costs of transportation and insurance of (i) shipping materials, (ii) shipment of equipment sent to and installation site by Customer, (iii) shipment of equipment sent to and installation site by Hill-Rom, and (iv) sea air shipment to and installation site by Customer. Unless otherwise agreed to by Hill-Rom in a writing signed by an authorized representative of Hill-Rom, Hill-Rom will prepare and add to the invoice for reimbursement to Customer any and all costs of transportation and insurance for delivery of service parts, shipments to points outside the contiguous United States, and any special delivery and/ or air shipments requested by Customer. Terms for shipping to Alaska and Hawaii shall be F.O.B. port of embarkation, prepaid and add from port of embarkation to destination.

Return Goods Policy: Should Hill-Rom ship products in error, Hill-Rom shall arrange and pay for return shipment of the products without applying a restocking fee or provided that (i) Customer notifies Hill-Rom of the error within thirty (30) days of shipment, and (ii) the products are returned in “as shipped” condition. If Customer orders products in error and notifies Hill-Rom of the error within thirty (30) days of shipment, Customer may return the products in “as shipped” condition at Customer’s cost and expense; however, Customer agrees to pay Hill-Rom a restocking fee of 15% of the net price for the returned products. Notwithstanding the previous sentence, return will not be accepted on architectural products, workflow solutions and other communications products, and any customized products or special orders, except if mutually agreed on terms acceptable by both parties on a case by case basis.

Order Cancellation Policy: Customer may only cancel a purchase order if Customer provides written notice to Hill-Rom at least fourteen (14) days prior to the scheduled shipment date. Customer cancellations on order quantities to pay Hill-Rom a cancellation fee of 15% of the net price for the cancelled products. No purchase orders may be cancelled after fourteen (14) days prior to the scheduled shipment date. Notwithstanding the above, cancellations will be not accepted on clinical workflow solutions and other communications products, and any customized products or special orders, except if mutually agreed on terms acceptable by both parties on a case by case basis.

Delivery and Cart Refusal Policy: Customer may request to reschedule a scheduled delivery date to a later date by providing Hill-Rom with written notice at least fourteen (14) days prior to the scheduled delivery date. If Customer requests at any time to reschedule the delivery date to a new date that is more than thirty (30) days later than the original scheduled delivery date, Customer agrees to pay Hill-Rom a rescheduling fee of 15% of the net price for the affected products. If Customer refuses to accept a delivery without having provided Hill-Rom with a written request to reschedule at least fourteen (14) days in advance, Customer agrees to pay Hill-Rom a rescheduling fee of 15% of the net price for the affected products.

Ordering: All Purchase Orders may be placed by mail, telephone or facsimile at the following:

May 7th, 2018

Kristine Sy, MBA
Sr. Management Analyst - Contracts
University Medical Center of Southern Nevada
1800 W. Charleston Blvd.
Las Vegas, NV 89102

Re: Request for competitive bidding information regarding Patient Bed

Dear Ms. Sy:

This letter is provided in response to the University Medical Center of Southern Nevada's ("UMC") request for information about HealthTrust Purchasing Group, L.P.'s ("HealthTrust") competitive bidding process for Pacemakers. We are pleased to provide this information to UMC in your capacity as a Participant of HealthTrust, as defined in and subject to the Participation Agreement between HealthTrust and UMC, effective August 3, 2016.

HealthTrust's bid and award process is described in its Contracting Process Policy [HT.008] available on its public website (http://healthtrustpg.com/about-healthtrust/healthcare-code-of-ethics/). As described in the policy, HealthTrust operates a member-driven contracting process. Advisory Boards are engaged to determine the clinical, technical, operational, conversion, business and other criteria important for each specific bid category. The boards are comprised of representatives from HealthTrust's membership who have appropriate experience, credentials/licensures, and decision-making authority within their respective health systems for the board on which they serve.

HealthTrust's requirements for specific products and services are published on its Contract Schedule on its public website. HealthTrust's requirements for vendors are outlined in its Supplier Criteria Policy [HT.010]. A listing of the minimum Supplier Criteria is also published on HealthTrust's public website, as well as an online form for prospective vendor submission.

The Contracting Process Policy includes criteria for the selection of contract products and services and documents and the procedures followed by HealthTrust's contracting team to select vendors for consideration. HealthTrust's Advisory Boards may provide additional requirements or other criteria that would be incorporated into the RFP (request for proposals) process, where appropriate. Vendor proposals submitted in response to RFPs are analyzed using an extensive clinical/technical review as described above, as well as a financial/operational review.

The above-described process was followed with respect to the Patient Bed category. HealthTrust issued RFPs and received proposals from identified suppliers. The suppliers that offered competitive pricing and met other criteria for Patient Beds
were Stryker, Hill-Rom, Umano, Size-Wise, and Linet. Contracts were executed in January 2016 with Hill-Rom, Umano, Size-Wise and Linet.

I hope this satisfies your request. Please contact me with any additional questions.

Sincerely,

Craig Dabbs
Account Director, Member Services
**DISCLOSURE OF OWNERSHIP/PRINCIPALS**

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<tr>
<td>☐ Trust</td>
</tr>
<tr>
<td>☐ Non-Profit Organization</td>
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<tr>
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<table>
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</table>

<table>
<thead>
<tr>
<th>Number of Clark County Nevada Residents Employed: 3</th>
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<tr>
<td>Corporate/Business Entity Name: Hill-Rom Company, Inc.</td>
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| Street Address: 1095 State Route 46 E. |
| City, State and Zip Code: Balesville, IN 47008 |
| Telephone No: 800-446-3760 |
| Nevada Local Street Address: Hill-Rom Service Center 1899 East Maidu St., G & D Las Vegas, NV 89119 |
| City, State and Zip Code: Las Vegas, NV 89119 |
| Local Telephone No: 702-739-9260 |
| Website: www.hill-rom.com |
| POC Name: Customer Service |
| Email: us.customerservice@hill-rom.com |
| Fax No: 812-934-6183 |

| Nevada Local Street Address: Hill-Rom Service Center 1899 East Maidu St., G & D Las Vegas, NV 89119 |
| City, State and Zip Code: Las Vegas, NV 89119 |
| Local Telephone No: 702-739-9260 |
| Website: www.hill-rom.com |
| POC Name: Erik West, Service Operations Manager |
| Email: erik.west@hill-rom.com |
| Fax No: 812-934-6183 |

All entities, with the exception of publicly-traded and non-profit organizations, must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity preceding before the Board.

Publicly-traded entities and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use applications, extends to the applicant and the landowner(s).

Entirely include all business associates organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

<table>
<thead>
<tr>
<th>Full Name</th>
<th>Title</th>
<th>% Owned (Not required for Publicly-Traded Corporations/Non-profit organizations)</th>
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</thead>
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<tr>
<td>John Geletsh</td>
<td>President &amp; CEO</td>
<td></td>
</tr>
<tr>
<td>Steve Stiles</td>
<td>Chief Financial Officer</td>
<td></td>
</tr>
<tr>
<td>Deborah Rash</td>
<td>Chief Legal Officer/Corporate Secretary</td>
<td></td>
</tr>
</tbody>
</table>

**This section is not required for publicly-traded corporations. Are you a publicly-traded corporation?**

☐ Yes ☐ No

1. Are any individual members, partners, owners or principals involved in an business entity, a University Medical Center of Southern Nevada full-time employee(s), or appointed/related officer(s)?

☐ Yes ☐ No

   (If yes, please note that University Medical Center of Southern Nevada employee(s), or appointed/related officer(s) may not perform any work on professional service contracts or other contracts, which are not subject to competitive bids.)

2. Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, step-parent, half-brother/half-sister, grandmother, grandfather, related to a University Medical Center of Southern Nevada employee(s), or appointed/related officer(s)?

☐ Yes ☐ No

   (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that the University Medical Center of Southern Nevada Governing Board will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.

Signature: William C. Jones  
Print Name  
Title: VP Sales Operations and Administration  
Date: March 7, 2017  
Rev: 1  
REVISED 7/28/2014
March 7, 2017

University Medical Center of Southern Nevada
1800 W Charleston Blvd
Las Vegas, NV 89102

Subject: Disclosure of Relationship

Dear Ms. Kemble:

This letter is in response to the “Disclosure of Relationship Form” which was sent to Hill-Rom for completion on March 7, 2017.

Hill-Rom Company, Inc. is a subsidiary of Hill-Rom Holdings, Inc., a publicly traded company on the New York Stock Exchange (NYSE) under the ticker symbol "HRC". From time to time physicians may acquire ownership of Hill-Rom Holdings, Inc. through publicly traded securities and mutual funds. Additional information can be obtained by referring to the most recent 10-K and subsequent 10-Q and 8-K filings for Hill-Rom Holdings, Inc., available at www.sec.gov or www.hill-rom.com.

Hill-Rom does contract with physicians from time to time. Hill-Rom strives to comply with physician self-referral, anti-kickback and similar state and federal laws when entering into relationships with physicians.

Hill-Rom certifies that the aggregate compensation under its compensation arrangements with physicians, immediate family members of a physician, or entities in which a physician or an immediate family member of a physician has an ownership interest, is fair market value and commercially reasonable, and does NOT vary with, or take into account, the volume or value of referrals or other business generated by the physician(s) for any hospital, healthcare facility, clinic or other healthcare provider.

Should you have any questions related to the statements set forth above feel free to contact our contracts department at Contractreview.NA@hill-rom.com.

Sincerely,

Hill-Rom Company, Inc.

William C. Jones
VP, Sales Operations and Administration
Issue: Capital Purchase Agreement with Abbott Laboratories, Inc.

Petitioner: Mason VanHouweling, Chief Executive Officer

Back-up: Clerk Ref. #

Recommendation:
That the Governing Board approve the ViewMate™ Ultrasound Imaging Console with Battery, EnSite Precision™ Cardiac Mapping System Capital Purchase Agreement between Abbott Laboratories Inc. and University Medical Center of Southern Nevada; and authorize the Chief Executive Officer to sign the Agreement. *(For possible action)*

FISCAL IMPACT:

- Fund Number: 5430.011
- Fund Center: 3000709100
- Description: Capital Purchase Agreement for electrophysiology (EP) equipment
- Bid/RFP/CBE: NRS 450.525
- Term: One-year warranty
- Amount: $571,150
- Out Clause: None (one-time purchase)

BACKGROUND:

As part of the Cath Lab remodel project and in order to grow UMC’s electrophysiology service line, the hospital would like to purchase the ViewMate™ Ultrasound Imaging Console with Battery, EnSite Precision™ Cardiac Mapping System from Abbott. This equipment creates 3D images of the heart chambers to visualize electrical activity patterns in the heart to treat abnormal heart rhythms. Electrical signals are sent through the heart to trigger arrhythmias and locate the problem area to determine the best treatment for the patient, such as medication, pacemaker, defibrillator, or an ablation. The system generator is used for ablations, a procedure during which extreme cold or heat is used to inactivate the problem area.

The equipment, including shipping, costs $571,150, and includes a one-year parts and service warranty.

Clinical Director of Specialty Services has reviewed the Agreement and recommends approval by the Governing Board. The Agreement has been approved as to form by UMC’s Office of General Counsel.

Staff is working with the Clark County Business License Office to determine whether Abbott is required to obtain a Clark County business license or vendor registration.

The Agreement was reviewed by the Governing Board Audit and Finance Committee at its June 20, 2018 meeting and recommended for approval by the Governing Board.

Respectfully submitted,

Mason VanHouweling
Chief Executive Officer

Cleared for Agenda
June 27, 2018
This Agreement is entered into by and between Abbott Laboratories Inc., a subsidiary of Abbott Laboratories ("ALI") and University Medical Center of Southern Nevada, Las Vegas, NV, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes, customer number 1000010311 ("Customer"). The foregoing will collectively be referenced herein as “the Parties”. This Agreement will be effective upon full execution by authorized signatories of the Parties (“Effective Date”).

Offer is valid through July 10, 2018.

PURCHASE TERMS AND CONDITIONS

Customer will issue one purchase order ("P.O.") in the amount of $569,650 (plus applicable shipping costs estimated to be $1500.00) covering the cost of the products detailed in Exhibit I, attached hereto and incorporated herein, at the quantities set forth therein (the “Products”).

CUSTOMER SERVICE
ALI provides 24-hour customer service. For general questions and questions about orders, contact our Customer Service department:

- Phone: 855-4stjude
- Mail: One Lillehei Plaza
  St. Paul, MN 55117
- Email: USDSCapital@abbott.com
- Fax: 952-933-0307

Customer Service is open from 7:00 a.m. to 6:30 p.m. U.S. Central time, Monday through Friday, except holidays.

To contact your local sales representative or for urgent issues outside of Customer Service business hours, call 800-PACE-ICD (800-722-3423).

PURCHASE ORDER REQUIREMENTS
Customer agrees to issue, or to have its authorized agent issue, ALI a purchase order ("P.O.") reflecting the contract number referenced herein and the purchase value referenced above for the Products (plus any applicable shipping and taxes) promptly upon execution of this Agreement. No Products will be shipped and no services will be performed prior to receipt of this P.O. In the event a third-party authorized agent of Customer issues the P.O. on Customer’s behalf, Customer hereby guarantees payment upon default of any such agent.

SUBMISSION OF PURCHASE ORDER ABSENT A FULLY EXECUTED AGREEMENT
The terms and conditions set forth in this Agreement constitute an offer from ALI to Customer relative to Customer’s purchase of the Products from ALI. In the event that Customer submits a purchase order to ALI for the products referenced herein without signing this Agreement, the submission of such purchase order shall constitute Customer’s acceptance of the terms and conditions herein.

SHIPPING
F.O.B. Destination, Freight pre-paid by ALI and added to invoice.

The offer of the shipping terms above was made in good faith for the purposes of this Agreement only and is not intended to be representative of the terms of future Agreements between Customer and ALI.

PAYMENT TERMS
Net 60 days from date of invoice.

ALI accepts payment via wire transfers, Automated Clearing House (ACH) and checks.

The offer of the payment terms above was made in good faith for the purposes of this Agreement only and is not intended to be representative of the terms of future Agreements between Customer and ALI.

ADDITIONAL SERVICE COVERAGE TERMS
The service coverage set forth in Exhibit I is effective from the completion of installation.
SERVICE AND SUPPORT COMMITMENT

The Parties agree that consistent and superior service is necessary to ensure the implementation of this Agreement occurs without incident. ALI agrees to provide well trained and competent staff to support cases, and clinics which utilize the Products represented in this Agreement. Specifically, ALI shall make commercially reasonable efforts to meet the following service commitments:

- EnSite Precision™ Cardiac Mapping System support will be provided for EnSite Array™ catheter cases subject to availability and Customers’ provision of at least seventy-two (72) hours notice through the national case scheduling system at 1-800-374-8038, option #3.
- The EnSite NavX™ platform is based on conventional sequential mapping. Case support will be provided until the Customer physicians are proficient. This proficiency typically occurs with the successful completion of 12 to 15 procedures.

Notwithstanding the foregoing, in the event that a Field Clinical Engineer (“FCE”) or other ALI personnel is unable to provide support as listed above, the Parties agree that this will not constitute a breach of this Agreement by ALI.

INSTALLATION

ALI will provide installation services to Customer as part of this agreement and at no additional charge, subject to the fulfillment of the provisions set forth in the “CUSTOMER’S OBLIGATIONS” section. The Products covered herein shall be installed by and at the expense of ALI except that ALI shall not providesite preparation services as described in the “CUSTOMER’S OBLIGATIONS” section unless otherwise agreed to in writing by ALI. Installation services shall be included in the purchase price and performed by qualified and trained technical personnel, provided that the installation can be performed during normal business hours. Any overtime charges or other special expenses requested by Customer shall be an additional charge to the prices herein. Installation includes travel and lodging for ALI staff to Customer’s location within the United States. Installation date will be coordinated with Customer and total time to install system is not expected to exceed two (2) business days. Should installation time be extended due to factors out of ALI’s control but within Customer’s control (e.g. room is not made available on agreed upon date), then Customer will be subject to an additional service charge. Installation services include the following:

- Uncrating and assembly of Products
- Placement of Products in Customer’s desired location
- Initial functional testing of Products
- Customer will be provided a copy of the Installation Report

Installation does not include the running of cables through conduit.

CUSTOMER’S OBLIGATIONS

Customer shall, at its expense provide all necessary labor and materials for plumbing service, carpentry work, conduit wiring, power switches, network ports and other preparations required for such installations and connection. All such labor and materials shall be completed and available at the time of delivery of the Products by ALI. Additionally, Customer shall provide free access to the installation site and, if necessary, safe and secure space thereon for storage of Products and equipment prior to installation by ALI. Customer shall be responsible, at its sole cost and expense, for obtaining all permits, licenses and approvals required by any federal, state or local authority in connection with the installation and operation of the Products, including but not limited to any certificate of need and zoning variances. Customer shall provide, at its sole cost and expense, that its premises are free of asbestos, hazardous conditions and any concealed, unknown or dangerous conditions and that all site requirements are met.

MAINTENANCE; ALTERATIONS

(a) Should Customer need to move the Products to a different location from that where originally placed, Customer agrees to contact ALI for assistance with such relocation. Relocation services shall be subject to an additional service charge.
(b) Customer will at all times operate the Products in accordance with the Products’ Instructions for Use (the “IFU”) provided to Customer by ALI and use reasonable care to prevent the Products from being damaged while the Products are in Customer’s possession and control.
(c) Customer will be responsible for the cost of any repairs to the Products as a result of Customer’s failure to use the Products in accordance with the IFU, or Customer’s failure to use reasonable care to prevent the Products from being damaged while the Products are in Customer’s possession and control.
(d) Customer will not, without the prior written consent of ALI, make any changes or substitutions to the Products. Any and all authorized replacement parts, accessories, changes and/or substitutions for the Products shall become part of the Products and subject to the terms of this Agreement.

NOTICES

All notices required or permitted under this Agreement shall be sufficient if sent via U.S. mail or express courier delivery to such party at the address set forth in this Agreement, or at such other address as such party may designate to the other party in writing from time to time. Any notice mailed via U.S. mail shall be effective three days after it has been duly addressed and postmarked via the U.S. postal service. Any notice provided to Customer or ALI shall be directed to the following.

<table>
<thead>
<tr>
<th>University Medical Center of Southern Nevada</th>
<th>Abbott Laboratories Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attention: Director of Contracts</td>
<td>Attention: Contract Operations</td>
</tr>
<tr>
<td>1800 W Charleston Blvd</td>
<td>6300 Bee Cave Road</td>
</tr>
<tr>
<td>Las Vegas, NV 89102-2329</td>
<td>Bldg Two, Suite 100</td>
</tr>
<tr>
<td></td>
<td>Austin, Texas 78746</td>
</tr>
</tbody>
</table>

Confidential, subject to the Nevada Public Records Act, NRS 239 as may be amended from time to time
COMPLIANCE WITH LAWS
(a) ALI and Customer shall, in connection with this Agreement, comply with all applicable federal and state laws, regulations, and other authorities, specifically including but not limited to the federal health care program anti-kickback law, 42 U.S.C. § 1320a-7(b)(“Anti-Kickback Law”).

(b) Customer hereby acknowledges its legal obligations to fully and accurately report the discounts and/or rebates it receives under all applicable federal and state laws, regulations, and other authorities, specifically including but not limited to the Anti-Kickback Law. As part of the cost reporting process or otherwise, Customer may be obligated to report and provide information concerning any discounts, rebates, or other price reductions provided for products purchased under or in connection with this Agreement pursuant to 42 U.S.C. section 1320a-7(b)(3)(A) (the discount exception to the Anti-Kickback Law) and/or 42 C.F.R. § 1001.952(h) (the discount safe harbor to the Anti-Kickback Law), other federal or state laws, or agreement with third party payers. Customer should retain this Agreement and any other documentation of discounts, rebates, or other price reductions and make such information available to federal or state health care programs upon request.

(c) ALI and Customer agree and acknowledge that there may be circumstances in which ALI will offer Customer, and/or health care professionals affiliated with Customer, technical training on its products. This may involve ALI’s reimbursement of Customer’s reasonable out-of-pocket expenses, including costs associated with meals, travel and lodging.

(d) ALI is an equal opportunity employer and hereby provides notice of its compliance with 41 CFR 60-1.4, 41 CFR 60-250.5, 41 CFR 60-300.5, 41 CFR 60-741.5 and 29 CFR 471 App A, which are incorporated herein by reference.

CONFIDENTIALITY
The pricing, terms and conditions offered herein are confidential and proprietary and Customer shall not disclose such pricing, terms or conditions to any third party, excepting to its accountants and attorneys, unless required to do so by law. The confidentiality requirement includes the prohibition of disclosure, whether blinded as to its source or otherwise, to any group purchasing organization, consultant, online comparative source, subcontractor, or temporary employee which may, from time to time, be retained by Customer for the purpose of rendering a service. With any breach of this confidentiality requirement, the non-breaching party may rescind or terminate this Agreement immediately and may seek any and all remedies available to it as a result of such breach, including injunctive relief and damages.

Notwithstanding the foregoing, ALI acknowledges that Customer is a public, county-owned hospital which is subject to the provisions of the Nevada Public Records Act, Nevada Revised Statutes Chapter 239, as may be amended from time to time. As such, its contracts are public documents available for copying and inspection by the public. If Customer receives a legitimate demand that its legal counsel determines requires disclosure of any information related to this Agreement that ALI has claimed to be confidential and proprietary, Customer will immediately notify ALI of such demand. ALI will promptly and reasonably cooperate with Customer to prepare a redacted version of this Agreement that meets Customer’s disclosure requirements under Nevada law which ALI acknowledges will be posted publicly pursuant to Nevada Open Meeting Laws.

DEFAULT
Any of the following events or conditions shall constitute an Event of Default: (a) if Customer defaults in its performance of any of its obligations under this Agreement, upon notice and a fifteen (15) day opportunity to cure; (b) if Customer ceases doing business as a going concern; (c) if Customer becomes insolvent or makes an assignment for the benefit of its creditors; (d) if a petition or proceeding is filed by or against Customer under any bankruptcy or insolvency law; or (e) if a receiver, trustee, conservator, or liquidator is appointed for Customer or any of its properties.

Upon the occurrence of any one or more Events of Default, ALI will have the right to exercise any one or all of the following remedies (which shall be cumulative), simultaneously or serially, and in any order: (a) to terminate this Agreement; (b) with or without notice, demand or legal process, to retake possession of any or all of the Products (and Customer authorizes and empowers ALI to enter upon the premises during reasonable business hours wherever the Products may be found) and peaceably retake such Products; or (c) to pursue any other remedy permitted at law or in equity.

ASSIGNMENT
Customer shall not assign or pledge this Agreement, in whole or in part, nor shall Customer sublet or lend any item or Products without prior written consent of ALI. Any such attempt by Customer to sublet or lend any Products, or assign or pledge this Agreement shall be null and void and of no effect against ALI.

NON-WAIVER
No waiver of any of Customer’s obligations, conditions or covenants shall be effective unless contained in a writing signed by ALI. Failure to exercise any remedy which ALI may have shall not constitute a waiver of any obligation with respect to which Customer is in default.

GOVERNING LAW AND VENUE
This Agreement shall be interpreted and governed by the substantive and procedural laws of the State of Nevada. The Parties hereto both consent to the jurisdiction of Nevada courts to resolve any dispute arising from this Agreement.

SEVERABILITY
In the event any sections, sentences, clauses or phrases of this Agreement shall be found to be invalid, void, and/or unenforceable, for any reason, neither the Agreement generally nor the remainder of this Agreement shall, as a result, be rendered invalid, void, and/or unenforceable.

KR/MR
Document. No. 00088829-1
6/11/2018
Confidential, subject to the Nevada Public Records Act, NRS 239 as may be amended from time to time
HEADINGS
The section headings set forth in this Agreement are for purposes of convenience only and shall have no bearing whatsoever on the interpretation or actual content of this Agreement.

REMEDIES
In the event of a breach of this Agreement, the Parties acknowledge that the other party will have available to it all available remedies in law or equity, specifically including, without limitation, monetary damages and/or entitlement as a matter of course to an injunction or similar equitable relief, without bond or with a nominal bond if allowed by law.

CONFLICT BETWEEN CONTRACT AND PURCHASE ORDER
This Agreement contains the entire Agreement between the parties related to the subject matter hereof, and terms of this Agreement shall supersede and replace all prior or conflicting agreements, representations, promises or conditions between the parties with respect to the rental and/or sale of the products covered hereunder to Customer, including but not limited to any additional or conflicting provisions contained in purchase orders or other documentation submitted by Customer. This Agreement may not be amended or assigned except by written agreement signed by both parties.

Abbott Laboratories Inc.

By: ________________________________
Signature
Printed Name: __________________________
Title: ________________________________
Date: ________________________________

Customer

By: ________________________________
Signature
Printed Name: __________________________
Title: ________________________________
Date: ________________________________
## EXHIBIT I

### Product Description and Pricing

<table>
<thead>
<tr>
<th>PRODUCT DESCRIPTION</th>
<th>Order No.</th>
<th>Qty</th>
<th>List Price</th>
<th>Customer Price</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>EnSite Precision™ Cardiac Mapping System</strong></td>
<td>Precision SYS</td>
<td>1</td>
<td></td>
<td>$569,650</td>
</tr>
</tbody>
</table>

Advanced electrophysiology mapping system creates non-fluoroscopic 3D images of the heart chamber(s) through the use of either EnSite NavX™ Visualization and Navigation Technology or the non-contact EnSite Array™ catheter. System provides diagnostic tools which represent the anatomy of the cardiac chamber and electro-anatomical information (e.g. activation maps, voltage maps) as well as tracks the real-time location of electrophysiology catheters within the cardiac structure. System also assists in recording the location of ablation lesions as applied by an ablation generator.

**System Includes:**

Display Workstation with 32 GB RAM, 3.4 GHz dual six-core processors, and Quadro K2200 Graphics running most current version of operating system software.

**EnSite Amplifier Subsystem**

- **EnSite Precision™ Module - hardware**
  - **EnSite Precision™ Link, Sensor Enabled™**
  - **EnSite Precision™ Field Frame**

- **EnSite Precision™ Module -software**
  - **EnSite™ Verismo**
    - Creates 3D cardiac chamber models from CT/MR datasets for display on the EnSite Velocity System.
  - **EnSite Fusion™**
    - The EnSite Fusion Registration Module with Dynamic Registration™ will incorporate a real time model with a segmented CT or MR model to facilitate navigation within the segmented geometry.
  - **EnSite™ Derexi**
    - The EnSite Derexi ™ Module consists of software features that uniquely integrate the EP-WorkMate™ Recording System with the EnSite Precision™ System. These features consolidate patient and clinical information and reduce the duplicate steps in the workflow.
  - **EnSite Courier™**
    - Imports CT/MR/3D Rotational Angiography cardiac datasets from the PACS server to the EnSite Precision™ System. Exports segmented 3D models back to the PACS server. Facilitates backup of EnSite Velocity System data to the PACS server. Allows review of case data from an EnSite Velocity System or a remote workstation.

- **EnSite™ AutoMap**
  - The software module allows user to create high density maps with any catheter. Collect data with no point limit. Automatic deletion of points outside user-specific criteria. Automated point inclusion and exclusion criteria include: score threshold for morphology match, cycle length tolerance, catheter speed limit, distance threshold, signal to noise threshold, force.

- **EnSite™ AutoMark**
  - The software module allows for automated lesion marker guidance based on user-defined criteria. Size and color lesion markers based on multiple criteria. Assess ablation catheter stability and AutoMark placement with...
the AutoTrack feature for automatic recording of precise tip location during RF energy application.

System contains Instructions For Use (IFU).

Service Coverage: Includes initial one year manufacturer’s warranty

(1) Anti Fatigue Mat

EnSite Connect™ Remote Access for real time technical support through a secure broadband connection.

**EnSite™ Contact Force Module**

Contains:
- EnSite™ Contact Force Module v1.0
- TactiSys™ Quartz

Allows contact force data to be viewed on the EnSite Cardiac Mapping System. Key benefits include an intuitive display of contact force data, easier set-up and an enhanced workflow.

- Requires EnSite Cardiac Mapping System Display Workstation 5 (DWS5) or higher.
- Requires EnSite Precision Mapping Module part number H700386 to already be installed.

Service Coverage: Includes initial one year manufacturer’s warranty

**Ampere™ Generator Kit**

Increased efficiency and control
* Designed for improved efficiency and decreased noise interference
* User controlled Power or Temperature modes
* New Power Control mode for:
  - Safire™ BLU™ Duo Ablation Catheters
  - Therapy™ Cool Path™ Duo Ablation Catheters
  - Future irrigated ablation catheters

Easy to use standard options
* Monitor real-time temperature and impedance data on the color LCD screen
* Power, temperature, impedance and duration push-button controls
* Increased lab efficiency through user presets
* Easy bedside physician control with included Footswitch

Solutions designed to reduce risk
* Select maximum temperature for automatic modulation of power with the TempGuard mode
* Manage procedural needs through user-configured variable Power Ramp-Up
* Control irrigation flow rates with the Auto Flow feature
* Enhanced control of RF delivery with Automatic RF shutoff parameters
  - For example, auto-shut off is adjustable for impedance that changes by more than 10 ohms over 5 seconds

Seamless integration for the EP Lab
* Ampere RF generator integrates with our EnSite™ Velocity™ System, WorkMate™ Claris™ System, Cool Point™ Irrigation Pump and all other St. Jude Medical™ standard and irrigated ablation catheters. The Ampere software is also upgradable via USB connection.

Includes generator and footswitch with 2.5 m cable.

Specifications
* RF Output Power: 1 to 100 W adjustable in steps of 1 W
* Impedance Range: Measures 50 Ω to 300 Ω in steps of 1 Ω
* Target Temperature: 15° C to 80° C adjustable in steps of 1° C
* RF Delivery Time: 1 to 999 seconds adjustable in steps of 1 second
* Control Modes: Temperature; Power
* Energy Delivery Modes: Independent; Sequential; Simultaneous
**Operating Parameters:** Values are digitally displayed on the Ampere™ Generator front panel.

- **Generator Dimensions:** 266.7mm H x 360.68mm W x 363.22mm D (10.5” H x 14.2” W x14.3” D)
- **Generator Weight:** 9.98 kg (22.0 lbs)
- **Supply Voltage:** 100-240 VAC, 50/60 Hz
- **Safety Class:** Class I; Type CF according to IEC 60601-1

Service Coverage: Includes initial one year manufacturers warranty

| Ampere™ Remote Control (includes 15m fiber cord) | H700490 | 1 |
| Cool Point Irrigation Pump | 89003 | 1 |
| **Cool Point Irrigation Pump** | | |
| o Cool Point Irrigation Pump Includes: Pump, power cord, pole clamp, 1779 communications (connecting) cable, tubing set (1 each) and operator’s manual. Communication cable for the Cool Point Irrigation Pump (included with pump). Cool Point Tubing Set (sold individually). | | |
| o Service Coverage: Includes initial one year manufacturers warranty | | |
| **WorkMate™ Claris™ Recording System 120 with EP-4 Cardiac Stimulator** | H700124 | 1 |
| High-performance electrophysiology recording system for collecting, displaying and storing data from multiple sources within the electrophysiology (EP) lab. | | |
| - **Signal Clarity** - Unique ClearWave™ signal acquisition technology enables diagnosis with amplified confidence. With fast post-pacing recovery, high sample rates, and low baseline ablation noise, the electrograms displayed on the high-resolution WorkMate Claris System assist with fast and accurate diagnosis. | | |
| - **Enhanced Integration** - Seamless connections among multiple IT systems and platforms are designed to increase operator efficiency without sacrificing patient care. | | |
| - **Increased Efficiency** - Key user interface and hardware design improvements enable both current users and those new to the WorkMate Claris System to quickly become proficient with its setup and operation. | | |

**TECHNICAL DESCRIPTION**

**Advanced Display Workstation**
- DVD-RW Drive
- Mouse, Custom Keyboard
- Basic Image Capture System (2 Black & White Inputs)
- Network Connection to Hospital System
- Inbound/Outbound Data Interface
  - o Allows the WorkMate™ Claris™ System to connect to an external data source, archival of signals to a hospital file server
- Display of Signal FFT Data
- Ablation Data Interface (RF & Cryo)
- Integrated cardiac stimulator control software

**Amplifier with ClearWave™ Technology**
- Up to 448 Channel Display capability
- 120 Intracardiac Electrode Inputs
- 4 Analog Input Channels
- 4 Analog Output Channels
- 4 Physiologic Input Channels
- 12 Surface ECG Channels
- Catheter Interface Module(s)
Miscellaneous
- (4) 24” High Resolution 16:9 aspect ratio Widescreen Monitors
- (1) Color Printer
- WorkMate™ Claris™ 12 Lead ECG Cable
- Cables
- (1) Anti Fatigue Mat
- Windows XP Upgrade Patches

Cardiac Stimulator
- Integrated EP-4 Four Channel Cardiac Stimulator
- Stimulator Touch Screen Control

Physiologic Pressure Monitoring
- (1) Pressure Transducer Cable (Up to 4 pressure Channels)

Carts
- (1) Primary Workstation Cart - 48"
- (1) Bedside Slave Cart - 24"

Warranty Information for WorkMate™ Claris™ only
- Service Coverage: Includes initial one year manufacturers warranty
- 90 Day Warranty on Cables and Batteries

WorkMate™ Scribe™ Module with Advisor™ Vitals Sign Monitor
Nurses’ Workstation for Efficient and Comprehensive Patient Data Management allows a secondary user to simultaneously monitor the patient’s vital signs, record patient monitoring and charting information, and perform signal analysis—all independent of the primary WorkMate Claris System workstation.

Enhanced Lab Staff Efficiency
- Enter patient data via the WorkMate Scribe Module during the procedure at the same time as the WorkMate Claris System operator without the need for an additional centralized IT server.
- Monitor and chart patient data remotely, enabling the WorkMate Claris System operator to remain focused on the diagnostic procedure.
- Seamlessly exchange procedure data, including EP signals, with the WorkMate Claris System during the case.
- Enable the physician and staff to enter procedure data concurrently for speed and efficiency, reducing post-procedure data entry, improving lab turnover and providing faster case throughput.
- Track medications, dosage, log times and quantities used during the procedure for maintenance of a unified chronological log.
- Chart patient care notes, and enter ACT and sedation information at specific user-defined intervals at the patient’s bedside for ease and convenience.

Electronic Charting
Integrated Vital Signs Monitoring (Advisor™ Vital Signs Monitor)
- Pulse rate
- Respiration rate
- Noninvasive blood pressure
- Temperature
- SPO2
- ECG
- End-tidal CO2

WorkMate Unity™ Module
Optimized Data Management and Reporting Capabilities - The WorkMate Unity Module, available exclusively for use with the WorkMate™ Claris™ Recording System, allows users to seamlessly store and retrieve patient and procedure data on a PACS, hospital file server or other HL-7 compliant systems within the hospital. This enables efficient access to procedure data in a uniform method, consistent with hospital data management policies.

Eliminated Redundancies, Reduced Chance of Errors
- WorkMate Unity HL-7 Module: Query hospital information systems
using HL-7 interface for patient demographic data to eliminate manual data entry time and reduce the potential for errors. At the end of the study, transmit HL-7 encoded reports to the electronic medical records or any HL-7 compliant system.

Minimum hardware specifications required. Provided in separate document.

### ViewMate™ Ultrasound Imaging Console with Battery

Advanced, fully featured ultrasound system optimized for 64-element phased array intra-cardiac echo (ICE) visualization. System works with the ViewFlex™ family of ICE catheters. The ViewMate System includes the SmartCart and SmartCart battery for operation without plugging into AC power.

**Software:**
- Cold Boot-up time, approximately 30 seconds
- Modes: 2D/B, M, Color Doppler (CD), Power Doppler, Pulse Wave (PW), Continuous Wave (CW), AUX CW, ECG, TEE and Tissue Harmonics
- Auto Opt with ZST – Instantly equalizes tissue gain and brightness. ZST automatically compensates for differences in sound speed propagation from patient echo information.

**Hardware:**
- SmartCart battery allows up to 1.5 hours of operation without plugging into AC power
- Connects up to 3 transducers simultaneously
- Interface Module for ICE
- Multifunction USB port, Wireless ready, Digital video
- Minimum 120 GB Hard Drive Storage on SmartCart
- 19” color, high resolution LCD display mounted on articulating arm of SmartCart
- LED display for customizable image mode menus
- HDMI/DVI digital video output
- CD/DVD burner with integrated DICOM viewing software
- Customized, durable baskets to carry supplies

Instructions For Use
Initial One Year Manufacturer Warranty
UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

<table>
<thead>
<tr>
<th>Issue: Facility Commitment Agreement with Cardinal Health 108, LLC for Specialty Pharmaceuticals Products</th>
<th>Back-up:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Petitioner: Mason VanHouweling, Chief Executive Officer</td>
<td>Clerk Ref. #</td>
</tr>
</tbody>
</table>

Recommendation:
That the Governing Board approve the Facility Commitment Agreement with Cardinal Health 108, LLC and University Medical Center of Southern Nevada; and take action as deemed appropriate. *(For possible action)*

FISCAL IMPACT:

- **Fund Number:** 5420.000
- **Fund Center:** 3000717100
- **Description:** Facility Commitment Agreement
- **Bid/RFP/CBE:** NRS 450.525 (1) and pursuant to NRS 450.530(2).
- **Term:** Effective Date thru 08/31/2021
- **Amount:** estimated annual spend $500,000.00
- **Out Clause:** 60 days with cause

BACKGROUND:

University Medical Center (UMC) is currently using Cardinal to purchase specialty pharmaceuticals that are not plasma based products as well as general pharmaceuticals. UMC is currently using Biocare to purchase plasma based products. Biocare does not have a HealthTrust Purchasing Group (HPG) contract so any products purchased from Biocare do not count toward UMC's year end rebate. This Facility Commitment Agreement with Cardinal Health 108, LLC will make UMC more compliant with the HPG contract, increase the year end rebate, add additional discounts to products currently purchased, and make HPG pricing available through UMC's primary wholesaler, Cardinal Health. This program will also be beneficial by streamlining the ordering process, allowing UMC's Pharmacy Department to utilize one source for all products. The term of the agreement is through August 31, 2021, with an estimated annual spend of $500,000.

HPG is the purchasing agent for the Group Purchasing Organization (GPO) of which UMCSN is a member. This agreement is in compliance with NRS 450.525 (1) and pursuant to NRS 450.530(2).

The Chief Operating Officer and Director of Pharmacy have reviewed this Amendment and recommend for approval by the Governing Board.

The Amendment has been approved as to form by UMC's Office of General Counsel.

Cleared for Agenda
June 27, 2018

Agenda Item # 11

Page 173 of 292
The Amendment was reviewed by the Governing Board Audit and Finance Committee at its June 20, 2018 meeting and recommended for approval by the Governing Board.

Respectfully submitted,

Mason VanHouweling
Chief Executive Officer
Facility: University Medical Center of Southern Nevada  
Distributor: Cardinal Health 108, LLC

1. **Purchase Commitment.** Facility hereby appoints Cardinal Health 108, LLC (“Distributor”) as the prime distributor for specialty pharmaceutical products for Facility, and Distributor hereby agrees to provide such services in accordance with the Master Distribution Agreement For Specialty Pharmaceuticals between HealthTrust Purchasing Group, L.P. (“HPG”) and Distributor dated June 1, 2017, as amended (“Master Agreement”), and the terms in this Commitment Agreement. Facility agrees to purchase from Distributor at least ninety five percent (95%) of its requirements for specialty pharmaceutical products available from Distributor pursuant to the Master Agreement. The terms of the Master Agreement are incorporated herein by reference and any capitalized terms not otherwise defined herein shall have the meaning set forth in the Master Agreement.

2. **Commencement Date.** Distributor shall commence distribution services upon final signature (“Commencement Date”). This Commitment Agreement shall have an initial term continuing to August 31, 2021. Notwithstanding, if Facility terminates its membership in HPG, then this Commitment Agreement shall terminate effective sixty (60) days following the termination date of its membership in HPG, provided Facility remains eligible for HPG Vendor Contract pricing. In such event, Facility shall have the option to enter into an agreement directly with Distributor with a term extending through at least August 31, 2021.

3. **Rebates and Net Adjustments.**
   a. **Quarterly Rebate for all Products that are not Plasma Products.** If Facility is in compliance with its purchase commitment set forth in Section 1 above during a given calendar quarter, then Facility shall receive a rebate of 0.15% (fifteen basis points) on its purchases of Products that are not Plasma Products or Flu Products during such calendar quarter (the “Quarterly Rebate”). To the extent payable, the Quarterly Rebate shall be paid directly to HPG for allocation to Facility based on its applicable purchases of Products that are not Plasma Products or Flu Products during such calendar quarter.
   
   b. **Net Adjustment for Contract Products that are Plasma Products:** Contract Products that are Plasma Products shall be sold at the Contract Product Cost, adjusted by the applicable Net Adjustment set forth in the table below.

   Please indicate your customer type/payment terms by initialing the appropriate box below:

<table>
<thead>
<tr>
<th>Customer Type / Payment Terms</th>
<th>Net Adjustment For Contract Products that are Plasma Products</th>
<th>Facility Selection</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cardinal Health Wholesale Pharmaceutical Distribution Primary Customer</td>
<td>-2.50%</td>
<td></td>
</tr>
<tr>
<td>Cardinal Health Specialty Distribution Customer Only – Net 15 day payment terms</td>
<td>-2.50%</td>
<td></td>
</tr>
<tr>
<td>Cardinal Health Specialty Distribution Customer Only – Net 30 day payment terms</td>
<td>-1.75%</td>
<td></td>
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<tr>
<td>Cardinal Health Specialty Distribution Customer Only – Net 45 day payment terms</td>
<td>-1.00%</td>
<td></td>
</tr>
</tbody>
</table>

c. **Net Adjustment for Products that are Flu Products.** The following Net Adjustments shall apply to Flu Products based on the manufacturer and brand as set forth in the table below:
<table>
<thead>
<tr>
<th>Manufacturer</th>
<th>Brand</th>
<th>Minimum Average GPO Discount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sanofi Pasteur</td>
<td>Fluzone High-Dose</td>
<td>3%</td>
</tr>
<tr>
<td>Sanofi Pasteur</td>
<td>Fluzone Quadrivalent</td>
<td>3%</td>
</tr>
<tr>
<td>Sanofi Pasteur</td>
<td>Fluzone Intradermal Quadrivalent</td>
<td>3%</td>
</tr>
<tr>
<td>Seqirus</td>
<td>Afluria</td>
<td>0%</td>
</tr>
<tr>
<td>Seqirus</td>
<td>Fluvirin</td>
<td>0%</td>
</tr>
<tr>
<td>Seqirus</td>
<td>Afluria Quadrivalent</td>
<td>3%</td>
</tr>
<tr>
<td>Seqirus</td>
<td>Flucelvax Quadrivalent</td>
<td>3%</td>
</tr>
<tr>
<td>Seqirus</td>
<td>Fluad</td>
<td>3%</td>
</tr>
<tr>
<td>Seqirus</td>
<td>Flucelvax Quadrivalent</td>
<td>3%</td>
</tr>
<tr>
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<td>Fluad</td>
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<td>GlaxoSmithKline</td>
<td>Fluarix Quadrivalent</td>
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<tr>
<td>GlaxoSmithKline</td>
<td>FluLaval Quadrivalent</td>
<td>0%</td>
</tr>
<tr>
<td>Protein Sciences Corporation</td>
<td>Flublok Quadrivalent</td>
<td>0%</td>
</tr>
</tbody>
</table>

d. **No Net Adjustment for all other Products.** There is no Net Adjustment for all Products not covered in Section b or c above (Products that are not (i) Flu Products or (ii) Contracted Products that are Plasma Products). All such Products shall be sold at Contract Product Cost or Non-Contract Product Cost as applicable plus zero percent (0%).

e. This Commitment Agreement not be considered fully executed unless and until Facility has made a selection above, and the Commencement Date will be delayed until such time as a fully executed Commitment Agreement has been submitted.

f. For clarity, the foregoing Net Adjustments do not apply to any Covered Purchases or purchase of any NonContract Products or Contract Products that are not Plasma Products.

g. The foregoing Quarterly Rebate and Net Adjustments and any other discount Facility may receive may constitute a "discount or other reduction in price," as such terms are defined under the Medicare/Medicaid Anti-Kickback Statute, on the Products or Services purchased by Facility under the terms of this Commitment Agreement. Distributor and Facility shall use their best efforts to comply with all and any requirements imposed on sellers and buyers, respectively, under 42 U.S.C. § 1320a-7b(b)(3)(A) and the "safe harbor" regulations regarding discounts or other reductions in price set forth in 42 C.F.R. § 1001.952(h). In this regard, Facility may have an obligation to accurately report, under any state or federal program which provides cost or charge based reimbursement for the Products or Services covered by this Commitment Agreement, or as otherwise requested or required by any governmental agency, the net cost actually paid by Facility.

4. **GPO Designation.** Facility designates HPG as its group purchasing organization affiliation for the purpose of this Commitment Agreement.

5. **Own Use Certification.** Facility hereby certifies that it has all required governmental licenses, permits and approvals required to purchase, use and/or store the Products purchased from Distributor and that all of Facility’s purchases of Products from Distributor are for the Facility’s “own use”, as such term is defined in judicial or legislative interpretation, as applicable, and not for resale to anyone other than the end user or Affiliate of the Facility. Distributor may terminate this Commitment Agreement upon written notice to Facility if Distributor reasonably determines that Facility has breached this “own use” limitation. Prior to any termination, Distributor and the Facility will work together to determine the legitimacy of the use of the Products at issue.

6. **Data.** Distributor and each Facility acknowledge and agree that as to any transactions for Products, Distributor and the respective Facility shall own all transaction data, but that HPG shall have the right to receive transaction data from Distributor or any third party for HPG to perform its group purchasing functions.

7. **Commitment Agreement Confidentiality.** Facility acknowledges that Distributor may assert that the terms and pricing under this Agreement are confidential. Distributor acknowledges that Facility is a public entity subject to the Nevada Public Records Act, and as such its records are public documents available to copying and inspection by the public. Facility agrees to maintain the pricing and terms of this Commitment Agreement confidential and shall not disclose such pricing and terms to third parties (excluding HPG) without prior written consent from Distributor;
provided, however, that in the event Facility receives a lawful demand for the disclosure of any information related to this Agreement which Distributor has claimed to be confidential and proprietary, Facility will notify Distributor of such demand and Distributor shall immediately notify Facility of its intention to seek injunctive relief in a Nevada court. Distributor shall bear its own attorney’s fees and costs should it decide to seek injunctive relief.

8. **Credit and Payment.** Distributor’s obligation to extend credit to Facility is contingent upon Facility’s initial and continued qualification under Distributor’s credit policy. Facility will provide to Distributor any and all credit information Distributor requests not less than thirty (30) days before Facility’s initial purchases under this Commitment Agreement and, after that, as Distributor may reasonably request from time to time. Distributor retains the right to adjust Facility’s payment terms, place Facility on C.O.D. status, and/or refuse orders based on Facility’s payment performance, changes in Facility’s financial condition or other commercially reasonable credit considerations related to Facility as Distributor deems relevant. All payments for Products provided under this Commitment Agreement must be made to the applicable servicing division specified in Distributor’s invoice (or as Distributor otherwise specifies) by electronic funds transfer or other method acceptable to Distributor so as to provide Distributor with good funds by the due date. Deductions for Product returns or shipping discrepancies (quantity and price) may not be taken until Distributor issues a valid credit memo to Facility. If any payment due dates fall on a weekend day or holiday, then payment is due on the prior business day. At the end of each calendar quarter, Distributor will evaluate each Purchaser’s payment history based on actual weighted average payment days (“WAPD”) and average monthly purchases during the calendar quarter. No retroactive adjustment will be applied to purchases, absent bad faith on the part of a Purchaser, in which case Distributor will notify HPG.

9. **Merger and Amendment.** This Commitment Agreement terminates and supersedes any existing agreement between Distributor, or Facility pertaining to distribution services for Products. This Commitment Agreement shall not be modified except by written amendment, expressly stating an intent to modify the terms of this Commitment Agreement, and signed by the parties hereto.

10. **Termination of this Commitment Agreement.**

10.1 Distributor, and Facility each have the right to terminate this Commitment Agreement in its entirety or with respect to certain Products or Services for (i) Cause that is a monetary breach, which is not cured within two (2) business days following receipt of written notice thereof specifying the Cause; and (ii) for Cause other than a monetary breach, which is not cured within sixty (60) calendar days following receipt of written notice thereof specifying the Cause.

10.2 Distributor and Facilities shall have the right to terminate this Commitment Agreement, if the other party applies for or consents to the appointment of a receiver, trustee or liquidator of itself or all or a substantial part of its assets, files a voluntary petition in bankruptcy, admits in writing its inability to pay its debts as they become due, makes a general assignment of all or substantially all of its assets for the benefit of creditors or, as a debtor, invokes or takes advantage of any insolvency law, or if an order, judgment or decree is entered by a court of competent jurisdiction, on the application of a creditor, adjudicating such party a bankrupt or insolvent or approving a petition seeking reorganization or such party or of all or a substantial part of its assets, and such order, judgment or decree continues unstayed for sixty (60) days.

10.3 **Change of Distributor by Facility.** Facility may change its designated authorized distributor without cause twenty four (24) months after the Commencement Date of this Commitment Agreement, by taking the following steps:

10.3.1 Indicate in writing to Distributor and HPG the reason (service or strategic) for the requested change.

10.3.2 If the requested change is service-related, indicate the reason that Distributor may not be performing satisfactorily. If the request is strategic, provide the appropriate details.

10.3.3 Distributor will review the request and the reasons therefore. If the request is being made for service reasons, Distributor will have thirty (30) days to address and remedy the situation to Facility’s satisfaction.

10.3.4 If the request is being made for strategic reasons, HPG will review the details and make a recommendation concerning the request, if it so desires.

10.3.5 If after thirty (30) days following Facility’s notice to Distributor Facility elects to proceed with changing distributors, then the Facility, HPG, Distributor and the new authorized distributor will develop a written transition plan and begin the change process.

10.3.6 During the transition process, both Distributor and new authorized distributor will charge Facility its current price for purchases of Products under this Commitment Agreement. Facility also will receive full credit for all purchases from both authorized distributors during the transition.

10.3.7 At the conclusion of the transition process, Facility, Distributor, its new authorized distributor, and HPG will meet to close the process. The process should include satisfactory reduction of the current authorized distributor’s inventory for the Facility. Facility is responsible for purchasing all Custom Products that Distributor specifically ordered for Facility as required under this Commitment Agreement.
10.4 **Termination By Facility Due to Change In Wholesale Pharmaceutical Distribution.** If Facility is designated as a “Cardinal Health Wholesale Pharmaceutical Distribution Primary Customer” in Section 3.b. above, and such status terminates or expires, then Facility shall have the right to terminate this Commitment Agreement, without cause, upon providing sixty (60) days written notice to Distributor.

11. **DEA Compliance.** Facility shall complete the Compliance Representations and Warranties for Customers attached hereto as Attachment A.

12. **Medicare/Medicaid Disclosure.** If and to the extent any discount, credit, Rebate or other purchase incentive is paid or applied by Distributor with respect to the Products or Services purchased under this Commitment Agreement, such discount, credit, rebate or other purchase incentive shall constitute a "discount or other reduction in price," as such terms are defined under the Medicare/Medicaid Anti-Kickback Statute, on the Products or Services purchased by Facility under the terms of this Commitment Agreement. Distributor and Facility shall use their best efforts to comply with any and all requirements imposed on sellers and buyers, respectively, under 42 U.S.C. § 1320a-7b(b)(3)(A) and the "safe harbor" regulations regarding discounts or other reductions in price set forth in 42 C.F.R. § 1001.952(h). In this regard, Facility may have an obligation to accurately report, under any state or federal program which provides cost or charge based reimbursement for the Products or Services covered by this Commitment Agreement, or as otherwise requested or required by any governmental agency, the net cost actually paid by Facility.

13. **Late Delivery Penalty.** If, within any calendar month, a Facility’s order is not delivered on the agreed to delivery date for such order more than two (2) times, then Distributor shall pay to such Facility a late delivery penalty of Fifty Dollars ($50) multiplied by the number of any additional late deliveries (not delivered on the agreed delivery date) during such month. The late delivery penalty will be paid in the form of a credit memo. The foregoing shall not apply to deliveries that are late due to circumstances outside Distributor’s or the courier’s control.

14. **Local Government Budget Act.** This provision shall apply to the entire Agreement and shall take precedence over any conflicting terms and conditions, and shall limit Facility’s financial responsibility. In accordance with Nevada Revised Statutes (NRS 354.626), the financial obligations under this Agreement between the parties shall not exceed those monies appropriated and approved by Facility for the then current fiscal year under the Local Government Budget Act. This Agreement shall terminate at the end of any of Facility’s fiscal years in which Facility’s governing body fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which would become due under this Agreement.

[This space left intentionally blank. Signatures appear on following page.]
The parties to this Commitment Agreement hereby indicate their agreement to the terms herein by the signatures of their authorized representatives below.

**Facility**

---

**Cardinal Health 108, LLC**

![Signature]

Name: John Kilgour

Print Name: John Kilgour

Title: V.P. Sales & Marketing

Date: 6/10/18

---

**Contact Information for Notices:**

- Name: _______________________________
- Phone: _______________________________
- Email: _______________________________
- Address: ______________________________
- Fax: _________________________________

With Copy to:
700 Cardinal Place
Dublin, OH 43017
Attn: VP, General Counsel
Specialty Pharmaceutical Distribution
Attachment A

to Exhibit F-1 - FACILITY COMMITMENT AGREEMENT

Compliance Representations and Warranties for Customers

______________________________ [Insert full, legal name of Customer] ("Customer") represents and warrants that it:

1. will abide by all applicable laws, rules, regulations, ordinances and guidance of the federal Drug Enforcement Administration ("DEA"), the states into which it dispenses or sells controlled substances and/or listed chemicals, and the states in which it is licensed, including, without limitation, all of the foregoing concerning the purchase, sale, dispensation, and distribution of controlled substances; and

2. will not dispense or sell controlled substances and/or listed chemicals if it suspects that a prescription or drug order is not issued for a legitimate medical purpose or the actions conducted on the part of the prescriber or Customer and its employees are not performed in the normal course of professional practice.

In addition, Customer warrants that it understands that Cardinal Health 108, LLC ("Cardinal Health") is required by DEA regulations to report to the DEA suspicious orders of controlled substances and listed chemicals, and Customer agrees to act in good faith in assisting Cardinal Health to fulfill its obligations. To that end, Customer agrees that it will be alert for red flags of suspicious orders and listed chemicals, including, but not limited to:

1. Numerous controlled substance prescriptions written for the same drugs, in the same quantities for the same time period by the same or different prescribers or group of prescribers for the same patient;

2. Numerous controlled substance prescriptions written for the same person or several persons by the same prescriber or group of prescribers; and

3. Numerous prescriptions written for the same patient by prescribers located in different states than the patient.

Customer agrees that if any of the above-noted or other red flags exist, it is prudent to contact the prescriber to validate the legitimacy of the prescription and/or to discontinue filling prescriptions from the prescriber, group of prescribers, or customer in question. In addition, the pharmacist should contact the State Board of Pharmacy or local DEA Diversion Field Office (see Appendix N, DEA Pharmacist’s Manual, 2010 Edition).

Customer acknowledges that Cardinal Health may provide a copy of this document to the DEA or any other state or federal regulatory agency or licensing board.

Customer hereby acknowledges and agrees that, notwithstanding any other provision herein, or any provision in any other agreement between Cardinal Health and the Customer, Cardinal Health may, in its sole discretion, immediately suspend, terminate or limit the distribution of controlled substances, listed chemicals, and other products monitored by Cardinal Health to the Customer at any time if Cardinal Health believes that the continued distribution of such products to the Customer may pose an unreasonable risk of the diversion of such products based on the totality of the circumstances and such other considerations as may be deemed relevant by Cardinal Health.

The Customer further acknowledges and agrees that it will not file any claims against Cardinal Health, or any related entity, including legal and equitable claims, regarding any decision by Cardinal Health to suspend, limit or terminate its distribution of controlled substances, listed chemicals, and other products monitored by Cardinal Health to the Customer.

Agreed to by a duly authorized officer, partner, or principal of Customer:

Signature: 

Full Name (print):  

Title:  

Date:  

Please sign and return to:  Cardinal Health; Attn: Anti-Diversion Group, Corporate QRA; 7000 Cardinal Place; Dublin; OH 43017 or Fax (614) 652-9631

Corporate Compliance - Revised 07/08/2013
### Issue:
Consignment Letter of Commitment with Cardinal Health 108, LLC for Specialty Pharmaceuticals Distribution

<table>
<thead>
<tr>
<th>Petitioner:</th>
<th>Mason VanHouweling, Chief Executive Officer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Back-up:</td>
<td>Clerk Ref. #</td>
</tr>
</tbody>
</table>

**Recommendation:**
That the Governing Board approve the Consignment Letter of Commitment with Cardinal Health 108, LLC and University Medical Center of Southern Nevada; and take action as deemed appropriate. *(For possible action)*

### FISCAL IMPACT:

<table>
<thead>
<tr>
<th>Fund Number:</th>
<th>5420.000</th>
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<tr>
<td>Fund Center:</td>
<td>3000717100</td>
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<tr>
<td>Description:</td>
<td>Facility Commitment Agreement</td>
</tr>
<tr>
<td>Bid/RFP/CBE:</td>
<td>NRS 450.525 (1) and pursuant to NRS 450.530(2).</td>
</tr>
<tr>
<td>Term:</td>
<td>Effective Date thru 08/31/2021</td>
</tr>
<tr>
<td>Amount:</td>
<td>Estimated annual spend $1,500,000.00</td>
</tr>
<tr>
<td>Out Clause:</td>
<td>60 days without cause</td>
</tr>
<tr>
<td>Fund Name:</td>
<td>UMC Operating Fund</td>
</tr>
<tr>
<td>Funded Pgm/Grant:</td>
<td>N/A</td>
</tr>
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</table>

### BACKGROUND:
University Medical Center (UMC) currently purchases large quantities of specialty pharmaceuticals and plasma based blood products. As a level one trauma center, UMC is obligated to keep in stock large quantities of blood factor products. These products are extremely expensive to purchase and may never be used by a patient. Utilizing Cardinal's specialty pharmaceuticals distribution consignment program, UMC will be able to consign these medications and only pay for them when they are used. This will significantly decrease UMC's standing inventory costs while decreasing wastage from expired unused medications. This will also allow UMC to increase inventory of vital high cost medications with low usage at no risk to the hospital. All of the products purchased will be from UMC's primary vendor and compliant with the HealthTrust Purchasing Group contract.

HealthTrust Purchasing Group (HPG) is the purchasing agent for the Group Purchasing Organization (GPO) of which UMCSN is a member. This is in compliance with NRS 450.525 (1) and pursuant to NRS 450.530(2).

The Chief Operating Officer and Director of Pharmacy have reviewed this Amendment and recommend for approval by the Governing Board.

This Amendment has been approved as to form by UMC's Office of General Counsel.

Cleared for Agenda
June 27, 2018

Agenda Item #12
The Amendment has been reviewed by the Governing Board Audit and Finance Committee at its June 20, 2018 meeting and recommended for approval by the Governing Board.

Respectfully submitted,

[Signature]

Mason VanHouweling
Chief Executive Officer
This Letter of Commitment (the “LOC”) is made and entered into by and between Cardinal Health 108, LLC (“Distributor”) and University Medical Center of Southern Nevada, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes (“Consignment Purchaser”).

1. **Consignment Purchaser Certification.** Consignment Purchaser is a member of HealthTrust Purchasing Group, a group purchasing organization, (“HPG”) and has executed a Commitment Agreement pursuant to the terms set forth in the Master Distribution Agreement for Specialty Pharmaceuticals by and between HPG and Distributor which was effective as of June 1, 2017 (the “Master Agreement”). Consignment Purchaser has further elected to become a Consignment Purchaser under the terms of the Consignment Terms and Conditions (set forth in Schedule 3 of this LOC) (“Consignment Terms”) and pursuant to the terms and conditions in the Master Agreement.

2. **Term.** Subject to the termination provisions set forth in the Master Agreement and the Commitment Agreement, this LOC shall be effective as of March 1, 2018 (“LOC Effective Date”) and shall continue in effect for the term of the Commitment Agreement (“Term”) unless and/or until otherwise terminated as provided in the Consignment Terms, the Commitment Agreement or the Master Agreement.

3. **Reconciliation Frequency.** Consignment Purchaser and Distributor agree that reconciliations as set forth in Section 4.b. of the Schedule 3 shall be conducted on a monthly basis unless otherwise agreed by the parties.

4. **Purchase Terms.** All purchases pursuant to this LOC shall be governed by the terms of the Commitment Agreement, the Consignment Terms and the Master Agreement. The terms of the Commitment Agreement, the Consignment Terms and the Master Agreement are incorporated by reference.

5. **Consignment Products.** The Consigned Inventory, Consignment Products, Consigned Inventory Par Levels and initial prices for Consignment Purchaser are set forth on Schedule 1 of this LOC.

6. **Facilities.** Consignment Purchaser shall store all Consigned Inventory at the facilities identified on Schedule 2 of this LOC.

7. **Capitalized Terms.** All capitalized terms used in this LOC not otherwise defined herein shall have the same meaning as is ascribed to them in the Master Agreement, Commitment Agreement or Consignment Terms.

8. **Public Records.** Notwithstanding anything to the contrary in this LOC or any Addendum attached hereto; distributor acknowledges that Facility is a public, county-owned hospital which is subject to the provisions of the Nevada Public Records Act, Nevada Revised Statutes Chapter 239, as may be amended from time to time. As such, Facility’s contracts are public documents available for copying and inspection by the public. If Facility receives a demand for the disclosure of any information related to this Commitment Agreement that Distributor has claimed to be confidential and proprietary, such as Distributor’s pricing, programs, services, business practices or procedures, Facility will immediately notify Distributor of such demand and Distributor shall immediately notify Facility of its intention to seek injunctive relief in a Nevada court for protective order. Distributor shall indemnify, defend and hold harmless Facility from any claims or actions directly resulting from Distributor’s request for Facility not to disclose Distributor’s documents in possession of Facility that Distributor claims to be confidential and proprietary.

9. **Indemnification.** Section 8 of Schedule 3 is deleted in its entirety and replaced with, “To the extent expressly authorized by Nevada law, Consignment Purchaser shall indemnify and hold harmless Distributor, its affiliates, and respective directors, officers, employees and agents ("Indemnitees") from and against any and all suits, claims, losses, demands, liabilities, damages, costs and expenses (including reasonable attorneys’ fees) in connection with any suit, demand or action by any third party to the extent caused by (a) Consignment Purchaser’s breach of its representations, warranties or obligations set forth in the Consignment Terms or (b) its negligence or wilful misconduct in its handling and storage of Consigned Products, except to the extent that any of the foregoing arises out of or results from the Indemnitees’ negligence, wilful misconduct or breach of this Agreement.”

CARDINAL HEALTH 108, LLC

Signature

Printed Name

Title

Date

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

Signature Mason VanHouweling

Printed Name

Chief Executive Officer

Title

Date
## SCHEDULE 1

to

EXHIBIT G-1 CONSIGNMENT LETTER OF COMMITMENT FOR HPG PARTICIPANTS

Consignment Products, Par Levels and Related information

<table>
<thead>
<tr>
<th>MANUFACTURER</th>
<th>DRUG NAME</th>
<th>Initial Price Per Unit</th>
<th>Min / Max Par level</th>
</tr>
</thead>
<tbody>
<tr>
<td>Baxalta</td>
<td>Advate</td>
<td>$1.12</td>
<td>8,000 units</td>
</tr>
<tr>
<td>BTG International</td>
<td>Crofab</td>
<td>$6,864.00</td>
<td>12 Cartons</td>
</tr>
<tr>
<td>CSL Behring</td>
<td>Gammagard Liquid</td>
<td>$85.68</td>
<td>400 grams</td>
</tr>
<tr>
<td>CSL Behring</td>
<td>Humate</td>
<td>$0.87</td>
<td>6,000 units</td>
</tr>
<tr>
<td>CSL Behring</td>
<td>Kcentra</td>
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<tr>
<td>NovoNordisk</td>
<td>NovoSeven</td>
<td>$1.86</td>
<td>40,000 units</td>
</tr>
<tr>
<td>Boehringer Ingelheim</td>
<td>Praxbind</td>
<td>$3,675.00</td>
<td>2 boxes</td>
</tr>
<tr>
<td>CSL Behring</td>
<td>Privigen</td>
<td>$80.00</td>
<td>400 grams</td>
</tr>
<tr>
<td>Grifols</td>
<td>Thrombate</td>
<td>$3.22</td>
<td>3,000 units</td>
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</table>
SCHEDULE 2 to EXHIBIT G-1 CONSIGNMENT LETTER OF COMMITMENT FOR HPG PARTICIPANTS

LIST OF FACILITIES WHERE CONSIGNED INVENTORY MAY BE STORED

<table>
<thead>
<tr>
<th>Facility Name</th>
<th>Street</th>
<th>City</th>
<th>State</th>
<th>Zipcode</th>
</tr>
</thead>
<tbody>
<tr>
<td>University Medical Center of Southern Nevada</td>
<td>1800 W Charleston Blvd</td>
<td>Las Vegas</td>
<td>NV</td>
<td>89102</td>
</tr>
</tbody>
</table>
1. General.
   a. Consignment Purchaser. Consignment Purchaser desires to participate in Distributor's consignment program for certain Consignment Products (as defined below) subject to the terms of the Letter of Commitment and the terms set forth in this Schedule 3 to Consignment Letter of Commitment for HPG Participants (collectively, these "Consignment Terms").
   b. Products. Consignment Purchaser dispenses, among other things, IVIG, Albumin, applicable hemophilia factors and other Products set forth on Attachment 1 to these Consignment Terms (the "Consignment Products") from those facilities identified in such Consignment Purchaser's Letter of Commitment (the "Facilities").
   c. Inventory Turns. For purposes of determining the applicable Consignment Pricing (set forth on Exhibit A-2), "Inventory Turns" for a given Consignment Purchaser shall be calculated by dividing the total purchases of Consignment Products in a given measurement period by the average Consigned Inventory during the measurement period and annualizing the resulting number. Distributor shall measure and calculate the Inventory Turns for Consignment Purchaser at the end of each calendar quarter and adjust Consignment Pricing for Consignment Purchaser accordingly.

2. Consigned Inventory.
   a. General. Distributor agrees to provide the Consignment Products listed in a Consignment Purchaser's Letter of Commitment to the Consignment Purchaser's Facilities on consignment in accordance with these Consignment Terms and the Agreement ("Consigned Inventory"). Distributor shall retain title to Consigned Inventory until purchased by Consignment Purchaser in accordance with these Consignment Terms and the Agreement. The consignment arrangement contemplated by these Consignment Terms and the Agreement is governed by the provisions of Article 9 of the Uniform Commercial Code, including Section 9-103(d).
   b. Delivery of Consigned Inventory. Distributor will deliver all Consigned Inventory to the Facilities FOB destination.
   c. Maintenance of Consigned Inventory by Consignment Purchaser. Upon acceptance of Consigned Inventory at the Facilities, such Consignment Purchaser will bear all risk of loss or damage to Consigned Inventory for any reason. Consignment Purchaser shall handle, store and maintain the Consigned Inventory in accordance with product labeling and keep the Consigned Inventory in good and saleable condition. Consignment Purchaser shall store all Consigned Inventory in an area dedicated solely and exclusively to such Consigned Inventory, separate and apart from all other inventory of any kind and shall not commingle the Consigned Inventory with Consignment Purchaser's other inventory. Consignment Purchaser shall follow accepted pharmacy practices for rotating and dispensing the Consigned Inventory on a first expired, first out basis and shall at all times comply with the Consignment Inventory Par Level.
   d. Financing Statements. Consignment Purchaser authorizes Distributor to file financing statements and other documents that Distributor deems necessary to protect its interest in connection with the Consigned Inventory, proceeds thereof and this Agreement. Consignment Purchaser shall take all actions requested by Distributor from time to time to perfect or protect its interest in the Consigned Inventory.
   e. Liens; Maintenance of Consigned Inventory. Consignment Purchaser shall not create, or permit or allow to exist, any lien, security interest, charge, restriction or other encumbrance upon or with respect to any of the Consigned Inventory; and Consignment Purchaser shall not permit any levy or attachment to be made against any of the Consigned Inventory arising out of any act or omission of Consignment Purchaser.
   f. Recordkeeping/Inspection Rights. Consignment Purchaser shall maintain records and books of account containing complete information concerning all Consigned Inventory received, stored, and sold, including quantities purchased, quantities replaced by Distributor, and the cash or collectible amounts received for sale of Consigned Inventory items.

3. Replenishment and Reconciliation of Consigned Inventory.
   a. Consigned Inventory Par Level. As the Facilities dispenses the Consigned Inventory to patients, Facility shall order Consignment Products from Distributor to replenish the Consigned Inventory and to ensure compliance with the Consigned Inventory Par Level. "Consigned Inventory Par Level" means the minimum level of Consigned Inventory to be held by Consignment Purchaser, as listed in the Letter of Commitment or as otherwise amended from time to time by Consignment Purchaser and Distributor. Consignment Purchaser and Distributor will review Consigned Inventory every six months to determine whether the Consigned Inventory Par Level reflects actual utilization. Following such review, the Consigned Inventory may be changed upon agreement by Consignment Purchaser and Distributor.
   b. Reconciliation.
      i. Manual Reconciliation. Consignment Purchaser shall submit an Inventory Reconciliation to Distributor utilizing the reconciliation spreadsheet as listed in Attachment 1 to this Schedule 3. Distributor will perform a consignment reconciliation as set forth in the Letter of Commitment or on such other frequency mutually agreed upon by the parties.
      ii. Automated System Reconciliation. If Consignment Purchaser is using the Automated System, Consignment Purchaser shall perform and submit to Distributor a cycle count in accordance with procedures defined in the Automated System User Guide. Distributor will perform a consignment reconciliation as set forth in the Automated System User Guide.
      iii. RxID/RFID Reconciliation. If Consignment Purchaser is using the RxID solution, Consignment Purchaser shall scan all products in and out of stock to accurately account for product movement. If Consignment Purchaser is using the RFID solution, Consignment Purchaser will store consigned product in the RFID enabled equipment and operate the equipment in accordance with the applicable user manual. Such movement will create inventory transactions which will be used to accurately invoice for product no longer in inventory at the Consignment Purchaser’s Facility. Distributor will perform a consignment reconciliation as set forth in the Letter of Commitment or on such other frequency mutually agreed upon by the parties.
   c. Ordering/Replenishment. Consignment Purchaser shall order Consignment Products from Distributor as necessary to replenish Consigned Inventory and maintain the Consigned Inventory Par Level.
d. **Weekly Reconciliations.** In the event that Consignment Purchaser fails to provide information required to reconcile quantities of Consigned Inventory purchased by Consignment Purchaser and on hand, Distributor shall have the right to require the Consignment Purchaser to provide inventory reconciliations on a weekly basis.

5. **Return Goods.** Distributor may, in its sole discretion, require Consignment Purchaser to return Consigned Inventory that is within seven (7) months of its date of expiration by providing Consignment Purchaser with written notice ("Return Notice"). Within ten (10) business days of receipt of such notice, Consignment Purchaser shall return the applicable Consigned Inventory in compliance with Distributor's Return Goods Policy then in effect. Distributor's current Return Goods Policy is attached to the Agreement as Exhibit E. Distributor will exchange the returned Consigned Inventory with longer dated product, if available, but cannot guarantee exact quantities/units if not available in Distributor's inventory or from the manufacturer. Distributor and Consignment Purchaser will take reasonable steps to alert each other to any product dating issues. Any Consigned Inventory not returned within fifteen (15) business days of receipt of a Return Notice shall be deemed dispensed and purchased under this Agreement and shall be invoiced as part of the next reconciliation and invoicing process.

6. **Insurance.** Consignment Purchaser shall at all times carry all risk property insurance covering Consigned Inventory for full replacement value, naming "Cardinal Health, Inc. and its subsidiaries and affiliates" as a loss payee therein and, promptly upon request of Distributor, shall furnish Distributor with copies of the insurance policies and certificates of insurance evidencing such coverage and certifying that the policy or policies of insurance will not be altered or modified to exclude the Consigned Inventory in compliance with Distributor's Return Goods Policy then in effect. Distributor's current Return Goods Policy is attached to the Agreement as Exhibit E. Distributor will exchange the returned Consigned Inventory with longer dated product, if available, but cannot guarantee exact quantities/units if not available in Distributor's inventory or from the manufacturer. Distributor and Consignment Purchaser will take reasonable steps to alert each other to any product dating issues. Any Consigned Inventory not returned within fifteen (15) business days of receipt of a Return Notice shall be deemed dispensed and purchased under this Agreement and shall be invoiced as part of the next reconciliation and invoicing process.

7. **Representations and Warranties.**
   a. **Participating Consignment Purchaser** hereby represents, warrants and covenants to Distributor that:
      i. **No Security Interests and Liens.** There is no Uniform Commercial Code financing statement or other filed or recorded instrument in which any Consignment Purchaser entity is named and which any Consignment Purchaser entity has signed, or authorized anyone else to sign on its behalf, as debtor or mortgagor, now or on file in any public office covering the Consigned Inventory. No mortgage, deed of trust, security agreement, charge, lease or other lien or security interest of any nature whatsoever which now covers or affects any property or interest therein of Participating Consignment Purchaser now attaches to any of the Consigned Inventory or in any manner affects or will affect adversely Distributor's right, title and interest therein.

8. **Indemnification.** Consignment Purchaser shall indemnify and hold harmless Distributor, its affiliates, and respective directors, officers, employees and agents ("Indemnitees") from and against any and all suits, claims, losses, demands, liabilities, damages, costs and expenses (including reasonable attorneys' fees) in connection with any suit, demand or action by any third party to the extent caused by (a) Consignment Purchaser's breach of its representations, warranties or obligations set forth in the Consignment Terms or (b) its negligence or willful misconduct in its handling and storage of Consigned Products, except to the extent that any of the foregoing arises out of or results from the Indemnitees' negligence, willful misconduct or breach of this Agreement.

9. **Termination of Letters of Commitment.**
   a. A Consignment Purchaser or Distributor may terminate any Letter of Commitment, at any time without cause by providing sixty (60) days prior written notice of such termination.
   b. Either Distributor or Consignment Purchaser shall have the right to immediately terminate a Letter of Commitment if (i) the other party files a petition in bankruptcy, or enters into an agreement with its creditors, or applies for or consents to the appointment of a receiver or trustee, or makes an assignment for the benefit of creditors, or suffers or permits the entry of any order adjudicating it to be bankrupt or insolvent and such order is not discharged within thirty (30) days; or (ii) if the other party materially breaches any of the provisions of these Consignment Terms or the Agreement, and such breach is not cured within thirty (30) days after the giving of written notice.
   c. Upon termination of a Letter of Commitment, (i) all amounts owing to either Distributor or Consignment Purchaser under the Letter of Commitment shall become immediately due and payable; (ii) Distributor and any persons designated by Distributor shall have the right to enter any premises where Consigned Inventory is located and take possession of or remove the Consigned Inventory, and Consignment Purchaser hereby irrevocably authorizes Distributor to do so; (iii) if, in Distributor's reasonable discretion, it determines that any Consigned Inventory that has been invoiced to Consignment Purchaser already is in good, re-salable condition, Distributor shall purchase such Consigned Inventory from Consignment Purchaser; and (iv) Distributor may exercise, with respect to the Consigned Inventory, all rights and remedies available to it under the Uniform Commercial Code, this Agreement, or otherwise available to Distributor. If termination is due to breach, the breaching Party shall be responsible for the cost of returning the resalable inventory to Distributor.
   d. Notwithstanding any provision regarding termination of this Agreement, Distributor's right, title, and interest in and to the Consigned Inventory or payments or proceeds from such Consigned Inventory shall continue after the termination of this Agreement until the full payment or return of the Consignment Product as dictated by this Agreement.
### Attachment 1

**To Schedule 3**

**Exhibit G-1 Consignment Letter of Commitment for HPG Participants**

**Form of Reconciliation Spreadsheet**

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**Hospital Signature:**

**Email To:** Chrissy Manley Christine.manley@cardinalhealth.com

**Phone:** 615-287-0465

**CC:** GMB-SPD-Auto-Consignment@cardinalhealth.com
### MANUFACTURER / ITEM DESCRIPTION

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EXHIBIT G-2
RFID ADDENDUM TO
CONSIGNMENT LETTER OF COMMITMENT FOR HPG PARTICIPANTS

Cardinal Health 108, LLC ("Distributor") and University Medical Center of Southern Nevada ("Consignment Purchaser") enter into this Addendum to Consignment Letter of Commitment ("Addendum"), effective as of March 1, 2018 ("Addendum Effective Date").

1. Recitals. Consignment Purchaser is a member of HealthTrust Purchasing Group, a group purchasing organization ("HPG"), and has executed a Commitment Agreement pursuant to the terms set forth in the Master Distribution Agreement for Specialty Pharmaceuticals by and between HPG and Distributor which was effective as of June 1, 2017 (the "Master Agreement"). Consignment Purchaser has further elected to become a Consignment Purchaser under the terms of the Consignment Terms set to purchase Consignment Products pursuant to the terms and conditions of the Consignment Terms set forth in the Master Agreement. The Parties desire to implement an RFID consignment system that uses an RFID enabled refrigerator ("RFID System"). The Parties desire to amend the Consignment Letter of Commitment to add this Addendum to the Consignment Letter of Commitment ("Addendum") to set forth the terms relating to the implementation and use of the RFID System. Capitalized Terms in this Section which are not otherwise defined have the meaning ascribed to them in the Master Agreement, Commitment Agreement, Terms and Conditions of Commitment, all of which are incorporated by reference.

2. Lease of Consignment Automation System.
   a. Consignment Purchaser shall lease from Distributor the equipment identified on Schedule 1 of this Addendum and any ancillary parts or equipment provided by Distributor in connection therewith ("Leased Equipment"), subject to the terms set forth herein. Consignment Purchaser shall use the Leased Equipment in accordance with all applicable laws, rules and regulations and solely in connection with the intake, storage, handling and dispensing of the Consigned Inventory (as defined in the Consignment Terms) as set forth in the SPD Consignment Automation User Guide ("User Guide") located at http://www.cardinal.com/specialtyonline ("Authorized Use"). Consignment Purchaser shall retain such Leased Equipment at the Consignment Purchaser's locations specified on Schedule 1 of this Addendum ("Equipment Locations"). Consignment Purchaser's use and lease of the Leased Equipment is subject to the terms set forth in this Addendum and Consignment Purchaser agrees to and is bound by the terms set forth in this Addendum.
   b. Lease consideration and financial terms are set forth on Schedule 2.
   c. The term of the lease of the Leased Equipment shall commence on the Addendum Effective Date and shall continue until the expiration or termination of the Consignment Letter of Commitment or until the termination of the Lease by either party in accordance with the terms of this Addendum. Distributor may terminate this Lease on forty-five (45) days prior written notice in the event Consignment Purchaser breaches the terms of the Distribution Agreement or the Addendum, including without limitation the terms of this Schedule 1.

3. Title, Security Interest and Collateral. The Leased Equipment shall at all times be and remain personal property and title thereto shall at all times during the Term remain in Distributor. Distributor shall affix to the Leased Equipment and Consignment Purchaser shall keep upon the Leased Equipment such labels, plates or markings as are necessary or advisable to evidence Distributor's ownership thereof. To secure its obligations hereunder, Consignment Purchaser hereby assigns and grants to Distributor, as secured party, a continuing lien on and security interest in the Collateral. "Collateral" shall include (i) the Leased Equipment, substitutions therefor and replacements thereof; (ii) all cash and non-cash proceeds of the Collateral described in clause (i) above, including without limitation, insurance proceeds. Consignment Purchaser will not directly or indirectly create or permit to exist, and will promptly and at its own expense discharge, any lien, charge or encumbrance on the Leased Equipment, except for any lien, charge or encumbrance resulting solely from the acts of Distributor.

4. Use, Maintenance, Inspection and Return of Leased Equipment. Consignment Purchaser, at its own cost and expense, shall at all times keep the Leased Equipment in a clean and protected condition, and shall not permit anyone to damage or deface or remove any parts, plates, dates, numbers, or other inscriptions now or hereafter impressed or affixed to the Leased Equipment. Consignment Purchaser shall use the Leased Equipment in a careful and proper manner and shall use the Leased Equipment in accordance with all applicable federal, state, county and municipal laws and regulations. Consignment Purchaser shall not use the Leased Equipment for any purpose other than the Authorized Use. Consignment Purchaser shall not make any alterations, additions, or improvements to the Leased Equipment without the prior written consent of Distributor. All additions or improvements of any kind made to the Leased Equipment shall belong to and become the property of Distributor upon the expiration or earlier termination of this Agreement, regardless of the cause for the termination. The Leased Equipment shall not be used by any third party other than Consignment Purchaser's employees who are properly trained to use the Leased Equipment and Consignment Purchaser shall not remove the Leased Equipment from the Equipment Location without the prior written approval of Distributor. Distributor, and its agents and employees shall have access to the Leased Equipment and the Equipment Location, upon reasonable notice during normal business hours to inspect, service and maintain the Leased Equipment.

5. Loss, Damage or Destruction. Consignment Purchaser shall not be responsible for normal wear and tear. Consignment Purchaser is liable for loss, damage, or destruction of the Leased Equipment resulting from the negligence, willful misconduct or breach of this Addendum or the Consignment Letter of Commitment by Consignment Purchaser or its agents or for any theft of the Leased Equipment or any portion thereof.
6. **Defects and Temperature Monitoring.** If, at any time, the delivered Leased Equipment does not function substantially in accordance with the material specifications of the User Manual, Consignment Purchaser shall provide notice to Distributor identifying the problem with the Equipment ("Defect Notice"). Consignment Purchaser is solely responsible to regularly check the temperature of any refrigerated Leased Equipment ("Refrigerated Equipment") to ensure that the Leased Equipment is maintaining the proper temperature for the Consigned Inventory stored in such Refrigerated Equipment. Distributor shall not be liable for loss to Consigned Inventory resulting from a failure in Refrigerated Equipment to maintain proper temperature. Distributor shall invoice Consignment Purchaser for any loss of Consigned Inventory resulting from a failure in the Refrigerated Equipment.

7. **Grant of Limited Software License.** Distributor is licensing, not selling, the software integrated into any of the Leased Equipment ("Software"). Subject to the terms of this Agreement, Distributor grants to Consignment Purchaser using the Leased Equipment a non-exclusive, non-transferable, license to use the Software on the Leased Equipment solely for its internal business purposes in accordance with the terms of this Addendum during the term of the Lease. Consignment Purchaser (i) shall use integrated Software only as an integrated part of Leased Equipment; (ii) shall not separate integrated Software from any Leased Equipment; (iii) shall not translate, disassemble, decompile, reverse engineer, alter or modify the Software; and (iv) shall not make any copies of the Software or its documentation (except one (1) copy for back-up or archival purposes). The Software is owned or licensed by Distributor and is protected by copyright and other laws. Consignment Purchaser shall not sell, assign, sublicense, transfer or disclose or permit access to the Software to a third party.

8. **Data.** Consignment Purchaser grants to Distributor and its affiliates the non-exclusive, worldwide, perpetual, irrevocable, royalty-free right to use, copy, store, transmit and display the Data (as defined below) (i) to provide the services required in the Consignment Letter of Commitment and this Addendum, and (ii) for any other lawful purpose. The Parties acknowledge that the Leased Equipment and Software do not request, accept or retain protected health information of any patient of Consignment Purchaser. Distributor shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Data. For purposes of this Section, "Data" means, collectively, data contained in the data files of any Leased Equipment or data that is created or stored through the use of the Leased Equipment.

9. **System Security.** Consignment Purchaser shall: (i) notify Distributor immediately of any unauthorized use of any password or account or any other known or suspected breach of security with respect to the Leased Equipment; (ii) report to Distributor immediately and use reasonable efforts to stop immediately any copying or distribution of the Software that is known or suspected by Consignment Purchaser; (iii) assure that use of the Leased Equipment and Software shall at all times comply with the User Guide and all applicable local, state, federal, and international laws, regulations, and conventions; and (iv) not impersonate another user or provide false identity information to gain access to or use the Leased Equipment or Software.

10. **Limited Warranty.** EXCEPT AS OTHERWISE PROVIDED HEREIN, THE COMMITMENT AGREEMENT OR MASTER AGREEMENT, DISTRIBUTOR DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED (INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) REGARDING THE LEASED EQUIPMENT. The foregoing notwithstanding, Distributor agrees to assign to Consignment Purchaser, to the extent assignable, any and all warranties provided to Distributor from the manufacturer of the Leased Equipment.

11. **Confidentiality.** These terms and conditions are confidential information ("Confidential Information") and shall not be disclosed to any third party (except to HPG) without Distributor's prior written approval. This confidentiality obligation shall not apply if Consignment Purchaser can reasonably demonstrate that any such Confidential Information (a) was in the public domain; (b) was received from a third party that lawfully possessed the Confidential Information; (c) was otherwise known by Consignment Purchaser prior to the disclosure of Confidential Information; or (d) was independently developed by Consignment Purchaser without reference to, exposure to, use of or disclosure of any Confidential Information. This confidentiality obligation shall survive the termination of these terms and conditions and the attached agreement.

12. **Severability.** If a court or other body of competent jurisdiction declares any term herein to be invalid or unenforceable, then the remaining terms shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set the signatures of their respective authorized representatives.
# SCHEDULE 1

to

EXHIBIT G-2

RFID ADDENDUM TO

CONSIGNMENT LETTER OF COMMITMENT FOR HPG PARTICIPANTS

## LEASED EQUIPMENT AND EQUIPMENT LOCATIONS

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The cost for the Leased Equipment is $2,550.00 for each calendar quarter (each, the “Lease Cost”). Distributor will invoice Consignment Purchaser for the Leased Equipment on a quarterly basis.

In addition, Distributor will pay to Consignment Purchaser a rebate on Consignment Purchaser’s pharmaceutical purchases in the amount of $2,550.00 per quarter. This rebate constitutes a “discount or other reduction in price,” as such terms are defined under the Medicare/Medicaid Anti-Kickback Statute, on the Products purchased by Consignment Purchaser under the Consignment Agreement. Distributor and each such Consignment Purchaser agree to use their best efforts to comply with any and all requirements imposed on sellers and buyers, respectively, under 42 U.S.C. § 1320a-7b(b)(3)(A) and the “safe harbor” regulations regarding discounts or other reductions in price set forth in 42 C.F.R. § 1001.952(h). In this regard, Consignment Purchaser may have an obligation to accurately report, under any state or federal program which provides cost or charge based reimbursement for the products or services covered purchased by the Consignment Purchaser from Distributor pursuant to Consignment Purchaser’s applicable pharmaceutical purchase agreement, or as otherwise requested or required by any governmental agency, the net cost actually paid by Consignment Purchaser.
UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

<table>
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<th>Issue: NaviCare® Nurse Call Sales Proposal with Hill-Rom Company, Inc.</th>
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<td>Petitioner: Mason VanHouweling, Chief Executive Officer</td>
<td>Clerk Ref. #</td>
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Recommendation:

That the Governing Board approve the NaviCare® Nurse Call Sales Proposal between Hill-Rom Company, Inc. and University Medical Center of Southern Nevada; authorize the Chief Executive Officer to sign the Sales Proposal; and execute future Change Orders within the not-to-exceed amount of the Sales Proposal. *(For possible action)*

FISCAL IMPACT:

| Fund Number: 5430.011 | Fund Name: UMC CC Cap Equip Trans |
| Fund Center: 3000999901 | Funded Pgm/Grant: N/A |
| Description: NaviCare® Nurse Call System | |
| Bid/RFP/CBE: NRS 332.115(1)(c) & (q) – additions to and repairs and maintenance of equipment which may be more efficiently added to, repaired or maintained by a certain person; and telecommunications on design of, equipment, and services | |
| Term: 18 month warranty for parts and labor for hardware and software upon shipment; and 5 year defective parts coverage on the core solution | |
| Amount: $2,987,585.65 | |
| Out Clause: In accordance with Section 11 of the IT Solutions Purchase and License Master Agreement | |

BACKGROUND:

This request is to purchase the NaviCare® Nurse Call System to upgrade and replace the legacy Hill-Rom COMLinx Nurse Communications Module (NCM) Nurse Call System which is present throughout the hospital (i.e., Main Building, NE/South/West Towers, ER, MICU/SICU, CCU/CVICU/Chest Pain Center, MedSurg, and L&D/Post-Partum). The NCM System is past end-of-life and can no longer be supported. The System collects essential information, identifies opportunities to improve care and delivers actionable insight to caregivers and patients. It also has the ability to integrate and send bed data to UMC’s EMR system and perform asset tracking. This purchase is necessary to ensure continued compliance with the State of Nevada Department of Health Care Quality and Compliance, CMS, and Joint Commission.

Included in the project grand total are the costs necessary for the System to be installed at UMC which is expected to be completed within a year from the project kick-off meeting date.

Staff also requests authorization for the Hospital CEO to execute any Change Order Forms within the not-to-exceed amount of this Sales Proposal, $2,987,585.65.

Cleared for Agenda
June 27, 2018

Agenda Item #
UMC's Facilities Maintenance Director has reviewed and recommends approval of this Sales Proposal. This Sales Proposal has been approved as to form by UMC's Office of General Counsel.

Hill-Rom Company currently holds a Clark County business license.

This Sales Proposal was reviewed by the Governing Board Audit and Finance Committee at their June 20, 2018 meeting and recommended for approval by the Governing Board.

Respectfully submitted,

Mason VanHouweling
Chief Executive Officer
Hill-Rom provides safe effective products and services of the highest possible quality on a timely basis that meet or exceed the requirements and expectations of its customers and patients, and that are in compliance with applicable international, federal, state, and local regulations. Our unique market position allows for integration of our products, providing enhanced customer value. Since the inception of Hill-Rom, our sole focus has been on the healthcare industry. All of our 6,700+ nationwide Hill-Rom associates make vital contributions to patients and caregivers worldwide by developing and delivering innovative solutions that improve the quality and dignity of patient care through a customized combination of people, products, and services.

Our portfolio includes:
- Clinical Workflow Solutions (nurse call, RTLS, OB data management, integrations)
- Patient Support Systems (frames, surfaces, stretchers)
- Architectural Products (headwalls, surgical columns, lighting)
- Healthcare Furniture (recliners, sleepers, seating, cabinets and overbed tables)
- Patient Handling Solutions (lifts, accessories)
- Medical Equipment Rentals
- Clinical Programs and Services

To explore our complete portfolio, please visit our website: www.hill-rom.com

Khaled Aoude  
IT Sales Executive  
Hill-Rom IT Solutions  
Hill-Rom Company, Inc.  
Mobile phone (949) 232-2541  
Email Khaled.Aoude@Hill-Rom.com  
Customer Service (888) 445-3730

Account Number  
608488
Proposal Number  
LRDSQ1401-04
Proposal Date  
6/14/2018
Proposal Type  
Firm Proposal

This Proposal is valid for 60 days from the proposal date.
NaviCare Nurse Call

- The scope of this project is to supply, and configure the Hill-Rom NaviCare Nurse Call and Staff Locating Integration in the areas defined by this Proposal (the “Work”).
- Real-Time Location System (RTLS) Infrastructure included in this Proposal for Staff Locating feature.
- Timing star currently installed on second (2nd) floor.
- Call cords and pillow speakers to be reused from the NCM System or new provided by Customer.
- Most NCM switches, and equipment jacks will be reused.
- There are some units where Hill-Rom was given direction to replace switches due to them being unsupervised.
- Adaptor plates included.
- Core Switch and Servers included in this Proposal.
- Smart Client removed from ground floor and added six (6) standard reporting licenses to the four (4) existing standard reporting licenses for a total of ten (10) standard reporting licenses; equal to (facility standard reporting license).
- This quotation is exceptional and includes unique discounts relating to the NCM System’s end of life, the upgrade to NaviCare Nurse Call, and the Customer’s site-specific requirements.
- Work will be done at prevailing wage.
- All cabling will be done in conduit.
- Above ceiling cabling will be done in hard pipe conduit (ceiling mount devices will have a maximum of 2 feet flexible conduit).
- Flex Conduit will be used only for in-wall cable runs.
- Includes all firestopping in smoke and fire wall barriers per a UL listed detail.

Representations and Warranties:

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

**Inspection.** Hill-Rom shall notify Customer when its Work is substantially complete, whereupon the parties shall promptly inspect the Work together, and identify any defects, deficiencies or Work remaining.
**Warranty.** Hill-Rom warrants that the Work performed will be free from defects in material and workmanship and will substantially meet the construction specifications set forth in the Statement of Work. Hill-Rom further warrants that its Work will accommodate and be compatible with the installation and operation of the NNC equipment purchased by Customer. Hill-Rom shall repair or replace any defects in materials or workmanship which occur within eighteen (18) months from date of shipment, and any damage to other work caused by such defects, or resulting from Hill-Rom’s repair of such defects or damage, at its own expense. Repaired or replaced Work shall carry the same warranties as the original Work.

**Insurance.** Hill-Rom will maintain the following insurance coverage during the Work: (a) Worker's Compensation coverage providing Statutory Benefits and Employer's Liability coverage in the amount of $100,000; (b) Commercial General Liability coverage in the amount of $1,000,000 combined single limit including the following coverage: (i) Products and Completed Operations, (ii) Property Damage Liability, and (iii) Contractual Liability Coverage; (c) Automobile Liability coverage in the amount of $1,000,000 combined single limit covering all owned, leased, or rented vehicles; and (d) Umbrella/Excess Liability coverage in the amount of $10,000,000.

**Safe Working Conditions.** Hill-Rom shall be responsible for maintaining safe working conditions during the performance of the project and for conducting its obligations under this Agreement and at all times in such a manner as to avoid the risk of endangerment to health, bodily harm to persons, and damage to property. Hill-Rom shall continually and diligently inspect all equipment, materials and work to discover any conditions which might involve such risks. Hill-Rom shall furnish all safety equipment, supplies and instructions required for the Work and enforce the proper use of such by its employees, agents, subcontractors and any and all sub-tier levels and suppliers. Hill-Rom shall notify Customer in writing of the name of their assigned employee responsible for safety and health including a twenty-four (24) hour telephone number prior to commencement of work. Hill-Rom shall comply with all requirements of Nevada Revised Statute Chapter 618, Occupational Safety and Health, Nevada Administrative Code Chapter 618 and have established an active Safety Program in accordance therewith.

**Public Funds/Non-Discrimination.** Hill-Rom and its subcontractor(s) acknowledge that Customer has an obligation to ensure that public funds are not used to subsidize private discrimination. Hill-Rom recognizes that if it or its subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other protected status; Customer may, during the performance of the project, declare the contractor in breach of the Agreement, terminate the Agreement, and designate the contractor as non-responsible.

**Non-Excluded Healthcare Provider.** Hill-Rom represents and warrants to Customer that neither it nor any of its affiliates (a) are excluded from participation in any federal health care program, as defined under 42 U.S.C. §1320a-7b (f), for the provision of items or services for which payment may be made under such federal health care programs and (b) has arranged or contracted (by employment or otherwise) with any employee, contractor or agent that such party or its affiliates know or should know are excluded from participation in any federal health care program, to provide items or services hereunder. Hill-Rom represents and warrants to Customer that no final adverse action, as such term is defined under 42 U.S.C. §1320a-7e (g), has occurred or is pending or threatened against such Hill-Rom or its affiliates or to their knowledge against any employee, contractor or agent engaged to provide items or services under this Agreement.
It shall be the duty of Hill-Rom to assure that all services performed as part of the Work are in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. Hill-Rom agrees that the services performed as part of the Work will not violate or infringe on any copyright or patent rights. Hill-Rom shall, without additional compensation, correct or revise any errors or omissions in the services performed which are not in accordance with the Scope of Work.

Independent Contractors. Hill-Rom acknowledges that any contractors, subcontractors, agents or employees employed by Hill-Rom shall not, under any circumstances, be considered employees of Customer, and that they shall not be entitled to any of the benefits or rights afforded employees of Customer, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits. Customer will not provide or pay for any liability or medical insurance, retirement contributions or any other benefits for or on behalf of contractor or any of its officers, employees or other agents.

Hill-Rom shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by Hill-Rom, its principals, officers, employees, agents, subcontractors and suppliers required to complete the Work. In performing the specified services, Hill-Rom shall follow practices consistent with generally accepted professional and technical standards.

If applicable, Hill-Rom is to follow all Infection Control measures in the work areas; negative pressure, dust control, and constant housekeeping to prevent the spread of dust.

Hill-Rom and its subcontractor/independent contractors must be qualified and properly licensed to perform the particular work pursuant to the provisions of the Nevada Revised Statutes Chapter 624.

a. Hill-Rom, and their subcontractor/independent contractors, shall comply with all provisions of Nevada Revised Statutes, Chapter 624, during the bidding phase and Nevada Administrative Code, Chapter 624, through completion of the project.

b. Hill-Rom and their sub-contractors, shall comply with all provisions of Nevada Revised Statutes, Chapter 338.017, Section 1, Paragraph 2, regarding Federal Debarment.

Hill-Rom, and its subcontractors shall be bound by and comply with all applicable federal, state and local laws with regard to minimum wages, overtime work, hiring and discrimination, including NRS 338.020 through 338.090. Hill-Rom shall ensure that all employees on the Work are paid in accordance with the CURRENT PREVAILING WAGE RATES AS APPROVED BY THE STATE LABOR COMMISSIONER, whenever the actual value of the contract totals $250,000 or more. Hill-Rom is responsible to identify and use the correct prevailing wage rates, including any addenda, as well as all the forms needed to comply, as specified on the State of Nevada Labor Commissioner's web site: http://www.laborcommissioner.com, or by calling (702) 486-2650. Per NAC 338.040, after a contract has been awarded, the prevailing rates of wages in effect at the time of the opening of bids remains in effect for the duration of the project. Please note that if a change order causes an Agreement to exceed $250,000, Customer will audit the entire contract period.
In accordance with NRS 338.013.3, Hill-Rom shall report to the Labor Commissioner and Customer the name and address of each subcontractor performing work on the project within 10 days after the subcontractor commences work on the project and the identifying (PWP) number for the public work.

In accordance with NRS 338.060 and 338.070, Hill-Rom shall forfeit as a penalty to the Customer amounts specified in NRS 338.060, for each calendar day or portion thereof that each workman employed on Customer’s project is paid less than the designated rate for any work done under the Agreement by the contractor or any subcontractor under it. If Hill-Rom or any subcontractor on the project fails to submit the certified payroll reports to Customer within 15 calendar days after the end of the month, Hill-Rom may be required to forfeit as a penalty to Customer, amounts specified in NRS 338.060, for each calendar day or portion thereof for each workman employed on the project during the reporting period. The Labor Commissioner shall establish a sliding scale based on the size of Hill-Rom’s business to determine the amount per worker per day to be imposed. Any Hill-Rom subcontractor, or agent or representative thereof, performing work on the project, who neglects to comply with the prevailing wage, is guilty of a misdemeanor. If a penalty is imposed, in addition to any penalties allowed by NRS 338.060, Hill-Rom shall reimburse Customer for all costs associated with wage complaint investigations for the project, including but not limited to, actual staff time, materials used, and attorneys’ fees.

In accordance with NRS 338.070, Hill-Rom and each of its subcontractors, shall keep or cause to be kept:

a. An accurate record showing for each worker employed by the subcontractor;
   i. The name of the worker;
   ii. The occupation of the worker;
   iii. If the worker has a driver’s license or identification card, an indication of the state or other jurisdiction that issued the license or card; and
   iv. The actual per diem, wages, and benefits paid to the worker; and

b. An additional accurate record showing for each worker employed by the subcontractor who has a driver’s license or identification card;
   i. The name of the worker;
   ii. The driver’s license or identification card number of the worker; and
   iii. The state or other jurisdiction that issued the license or card.

c. The records maintained pursuant to the requirements indicated above must be open at all reasonable hours to inspection by the State of Nevada. Hill-Rom and all its subcontractors shall ensure that a copy of each record for each calendar month, together with a cumulative summary of the percentage of workers that hold a valid driver’s license or identification card issued by the State of Nevada, is received by Customer no later than 15 days after the end of the month. The copy of the record maintained pursuant to paragraph a, items i thru iv of this section must be open to public inspection, as provided in NRS 239.010. The copy of the record maintained pursuant to paragraph b, items i thru iii of this section is confidential and not open to public inspection. Hill-Rom, or any subcontractor or agent or representative thereof, doing work on the project who neglects to comply with the terms of this provision is guilty of a misdemeanor. A copy of the records of work performed on the project by Hill-Rom, and each subcontractor shall be submitted to Customer at the following address:
University Medical Center of Southern Nevada  
Attn: Contracts Management  
1800 West Charleston Boulevard  
Las Vegas, Nevada 89102  

Two (2) years after the project’s final payment is made by Customer; the records in Customer’s possession may be destroyed.

**Hill-Rom and the subcontractor shall comply with the requirements of NRS 338.020 and post, in a generally visible place to the workmen, the Nevada prevailing Wage Rates and all addenda.**

**Certified Payroll Reports.** Pursuant to NRS 338.070, on any public work contract awarded for more than $250,000, the contractor and each subcontractor are required to keep an accurate record showing the name, the occupation and the actual per diem wages and benefits paid to each workman employed by it in connection with the public work. Hill-Rom, and each subcontractor are required to submit a copy of the record for each calendar month to Customer no later than 15 calendar days after the end of the month for the purposes of public inspection. Hill-Rom shall be responsible for coordinating the submittal of all the certified payroll reports for the project, including its reports and the reports of all the subcontractors who are performing work on the project. Hill-Rom shall not withhold from a subcontractor the sums necessary to cover any penalties withheld from Hill-Rom by the public body because Hill-Rom failed to submit certified payroll reports within 15 calendar days after the end of the month if the subcontractor provided certified payroll reports to Hill-Rom within 10 calendar days after the end of the month or the date agreed upon by Hill-Rom and subcontractor. Hill-Rom shall submit a copy of its certified payroll and the certified payroll of each of the subcontractors performing work on the project. Certified Payroll Reports will be available for public viewing.

**Bonds and Insurance Requirements.** Hill-Rom shall obtain the bonds and maintain through the Agreement term the insurance coverage required in [Exhibit A](#), incorporated herein by this reference. Hill-Rom shall comply with the terms and conditions set forth in [Exhibit A](#). The cost of the insurance coverage shall be included in this Agreement.

**Hill-Rom must provide these within ten (10) business days from date of Customer’s written request for insurance.**

a. Insurance and surety companies issuing certificates of insurance and bonds must be licensed by the State of Nevada Insurance Division and certificates of insurance and bonds must be issued by an appointed producer of insurance pursuant to Nevada Revised Statute Chapter 683A.

b. Hill-Rom shall provide all submittals requested in this section within ten (10) business days.
Proposal Summary

<table>
<thead>
<tr>
<th>Feature Description</th>
<th>Basic Nurse Call Requirement</th>
<th>Included in Base Proposal</th>
<th>Included in Options Proposal</th>
</tr>
</thead>
<tbody>
<tr>
<td>StaffConsole</td>
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<td></td>
<td>Intuitive, easy-to-use centralized call station with touch screen, typically used by unit clerks to answer and respond to patient and staff calls.</td>
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<tr>
<td>StandardPatient/Staff Station</td>
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<td></td>
<td>Traditional patient nurse call station with audio and three call types – emergency, staff assist, and code blue. Code Blue function is optional on staff station.</td>
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<tr>
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<tr>
<td><strong>Smart Graphical Patient/Staff Stations</strong></td>
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<tr>
<td>Next-generation nurse call station that allows bi-directional exchange of information between NavCare® applications and 3rd party applications. Code Blue function is optional on staff station.</td>
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<tr>
<td><strong>Icon-Based Dome/Zone Lights</strong></td>
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<tr>
<td>LED-based visual call indicators with 7-color selection across 8 lenses and includes optional and customizable icons. Can be configured to illuminate based upon staff member role. (Requires Enhanced Staff Locating and Smart Client)</td>
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<tr>
<td><strong>Smart Bed Connectors</strong></td>
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<td>Allows for the extraction of bed data and calls from the pillow speaker and/or equipment jack</td>
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<tr>
<td><strong>Emergency Switches</strong></td>
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<tr>
<td>Standard emergency call switches</td>
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<tr>
<td><strong>Patient Pillow Speaker</strong></td>
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<tr>
<td>* Optional Microphone, Light and TV Controls for Pillow Speaker.</td>
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<tr>
<td><strong>Patient Call Cord</strong></td>
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<tr>
<td>Basic patient call device used where TV and Light controls are not required.</td>
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<tr>
<td><strong>Centralized Call Display (CCD)</strong></td>
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<tr>
<td>Allows a nursing unit to maintain primary announcement for its calls and monitors a subset of calls from another nursing unit. Sample uses include centralized operator call models or centralized code blue monitoring.</td>
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<tr>
<td><strong>Basic Medical Device Alarms Integrations</strong></td>
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<tr>
<td>Quarter inch jack for routing of medical alarms through the nurse call system. Device is available in 1, 2 and 6 port design.</td>
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<td><strong>Room Disable/Enable Switch</strong></td>
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<td>Device used in certain areas of a facility where there is a need to disable calls, such as a psychiatric ward.</td>
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<tr>
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<tr>
<td><strong>BathroomAudio</strong></td>
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<td>Remote audio device that can be placed in a bathroom for audio communication between patient and caregiver.</td>
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<tr>
<td><strong>Smart Client</strong></td>
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<tr>
<td>Web-based application that allows both patient and staff information to be updated in the NaviCare® application and that enables assignments of caregivers to patients from within the NaviCare® application.</td>
<td>Software</td>
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<tr>
<td><strong>BedStatus Board</strong></td>
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<td>Bed information can be displayed in a central location to show patient risk assessment, head of bed angle and patient weight.</td>
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<tr>
<td>*Requires Hill-Rom Smart Bed and Smart Client application. Computer and display provided by others.</td>
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<tr>
<td><strong>StandardReports w/Auto Delivery</strong></td>
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<tr>
<td>Web-based application comprised of a set of predefined reports based on nurse call data sets, which can be scheduled for continuous email delivery.</td>
<td>Software</td>
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<td>*Requires Standard Reporting server/software.</td>
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<tr>
<td><strong>Installation</strong></td>
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<tr>
<td>Review Scope of Work for installation details.</td>
<td>Services</td>
<td>*</td>
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<tr>
<td><strong>Project Management</strong></td>
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<tr>
<td>Our team enters every service engagement with the strong foundation of our scalable methodology, enabling you to benefit from our experience. The principles of our proven solution development and project management methodology guarantee the success of your implementation project, independent of size.</td>
<td>Services</td>
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<td><strong>WarrantySupport</strong></td>
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<td>Best in class warranty coverage includes full coverage of parts and labor for the first 18 months from shipment. Also includes five year defective parts coverage on the core solution.</td>
<td>Services</td>
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<tr>
<td>Feature Description</td>
<td>Basic Nurse Call Requirement</td>
<td>Included in Base Proposal</td>
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<tr>
<td><strong>Software Maintenance Agreement (SMA)</strong> Protects your investment with software</td>
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<td>upgrades including major, minor and maintenance releases. Also includes 24 x 7</td>
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<td>technical support for your entire solution.</td>
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<td><strong>Enhanced Service Agreement (ESA)</strong> Optional coverage to extend the initial warranty</td>
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<td>on an annual renewal basis. Provides full parts and on-site labor coverage plus</td>
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<td>additional benefits such as preventative maintenance and on-site labor for software</td>
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<td>upgrades.</td>
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<td><strong>Clinical Workshop</strong> Two-part session that consists of unit</td>
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<td>observation and interviews, identification of clinical goals, challenges,</td>
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<td>workflows, and call flow analysis to determine optimal/effective use of technology.</td>
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<td><strong>Caregiver Session</strong> Focuses on the nurse call features and functions including</td>
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<td>call types, tones, dome lights, audio stations and call devices/switches within the</td>
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<td>patient station.</td>
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<tr>
<td><strong>e-Learning</strong> Modules include:</td>
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<tr>
<td>❖ Introduction to NaviCare® Nurse Call</td>
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<td>❖ NaviCare® Nurse Call for the Caregiver</td>
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<td>❖ NaviCare® Nurse Call Staff Console</td>
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<tr>
<td>❖ NaviCare® Nurse Call Patient and Staff Administration</td>
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<td>❖ NaviCare® Nurse Call Reporting</td>
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<td><strong>Remote Services</strong> Our support team can provide timely support</td>
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<td>without the time delay of travel to your facility. Using Hill-Rom Remote Services</td>
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<td>(HRRS), we can monitor your system and actively identify possible areas of concern.</td>
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<td><strong>Enhanced Staff Locating</strong> Enables automatic staff location identification and</td>
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<td>documentation, enhanced staff-to-patient and staff-to-staff communication, and</td>
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<tr>
<td>routes calls to the patient station closest in proximity to the assigned caregiver.</td>
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<tr>
<td>Staff badge buttons can be configured to place staff duress calls.</td>
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<td>*Requires Centrak Hardware Infrastructure.</td>
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</table>
A bill of materials (BOM) has been included in this Proposal containing the components that comprise this System. Any requested changes to the BOM by the Customer, or any additional required hardware, software, or services identified by Hill-Rom representatives as part of the installation process, will be quoted and will require a change order form subject to Customer’s approval to be processed for installation to be completed.

System to be installed based upon a mutually agreed upon schedule.

Customer to provide (on a template provided by Hill-Rom) a list of: nursing unit names with department, floor numbers, and all patient rooms, staff locations, and associated names / descriptions (i.e. room numbers) when applicable for the upgrade / System modification. This information must be provided to Hill-Rom no less than 45 days prior to scheduled installation date.

Hill-Rom’s performance under this Proposal is contingent upon our access to all areas within the facility to complete the work, including access to existing Hill-Rom System servers and clients (clinical workstations) for required upgrade installation, testing, and configuration. Hill-Rom Remote Service Network Connection, or HRRS Connectivity, is required. The Customer is responsible to install/provide network connectivity to each Hill-Rom System server. Lack of network connectivity for Hill-Rom’s secure remote access may result in higher service and support costs. Hill-Rom is responsible for client and other device connectivity to servers.

Parts removed from their original packaging cannot be returned for credit. Hill-Rom will not be responsible for any stolen, damaged, or lost equipment after delivery.
Payment terms are NET 30

- Hardware/Software invoiced upon each shipment. Hardware and Software will be shipped in accordance with the project schedule which shall be mutually agreed upon by the parties.
- Services invoiced upon certification of System.
- Software Maintenance is invoiced 30 days after shipment.
- If applicable, Preventative Maintenance is invoiced 30 days after shipment.

This Proposal’s terms and conditions shall be governed by the IT Solutions Purchase and License Master Agreement dated March 28, 2017.

The warranties in this Proposal and the Terms and Conditions are the sole and exclusive warranties provided.

IN NO CASE SHALL HILL-ROM BE LIABLE FOR INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE OR INCIDENTAL DAMAGES INCLUDING LOSS OF DATA, COSTS OF RECOVERY, LOST OPPORTUNITY, LOST REVENUES OR LOST PROFITS EVEN IF NOTIFIED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER ARISING FROM CONTRACT, TORT LAW OR OTHERWISE.

This Proposal contains the full, final, and complete expression of all agreements between Customer and Hill-Rom with respect to the subject matter of this Proposal and shall supersede all prior or contemporaneous agreements between Customer and Hill-Rom, whether oral or written, including any terms and conditions in any purchase order or other documentation submitted by Customer to Hill-Rom, unless explicitly agreed to in writing by an authorized representative of Hill-Rom holding the title of Vice President or General Manager.

HILL-ROM COMPANY, INC.

By: ____________________________

Printed Name: Diane Burns

Title: Sales Operations Manager

Date: 2/9/2018

CUSTOMER

By: ____________________________

Printed Name: _________________

Title: __________________________

Date: __________________________
<table>
<thead>
<tr>
<th>Qty</th>
<th>Part Number</th>
<th>Description</th>
<th>Unit</th>
<th>Extended</th>
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</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td><strong>GROUND FLOOR MAIN (SMART CLIENT REMOVED)</strong></td>
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<td>HARDWARE/SOFTWARE</td>
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<td>5</td>
<td>P2500NNC1B00</td>
<td>GRAPHICAL STAFF CONSOLE (DESK MT.)</td>
<td>$1,721.80</td>
<td>$8,609.00</td>
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<tr>
<td>5</td>
<td>P2500NNC0A00</td>
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<th>Part Number</th>
<th>Description</th>
<th>Unit</th>
<th>Extended</th>
</tr>
</thead>
</table>

Sales Tax @ 0.000 % $0.00

**Project Grand Total** $2,987,585.65

Please send purchase orders to:
email: HitsOrderManagement@hill-rom.com
Fax: (919) 869-1733
Hill-Rom NaviCare Nurse Call Statement Of Work (SOW)

Room by Room Construction with Hill-Rom Clinical Workflow Solutions Certified Installer on Hill-Rom Proposal.

**By issuing a PO against this Proposal, assumes acceptance of this Hill-Rom NaviCare Nurse Call Statement of Work by the Customer**

1. Stakeholder participation:
   1.1. Project team members will participate in the following at a minimum:
       1.1.1. Project Kick-off meeting (on-site or conference call).
       1.1.2. Weekly project team conference calls to be attended by all stakeholders identified. Calls may be cancelled as needed.
       1.1.3. Nurse call System acceptance - Following certification of Nurse Call System, Customer Project Manager (PM) will sign work orders provided and return them to the Hill-Rom Clinical Workflow Solutions PM.
   1.2. Customer will appoint the following key project stakeholders:
       1.2.1. Project Manager
       1.2.2. IT Lead
       1.2.3. Clinical Lead
       1.2.4. Contractor Leads

2. Equipment Acceptance & Storage and Warranty:
   2.1. Inventory of equipment will be completed by the Hill-Rom Clinical Workflow Solutions Certified Installation Contractor. Customer shall assign a representative to complete/participate in inventory of equipment. Customer will note any Bill of Materials (BOM) discrepancies on the accompanying pick slip, sign the pick slip, and return to the Hill-Rom Clinical Workflow Solutions Project Manager (PM) within 72 hours of receipt of the equipment, or as pre-arranged with Customer and Hill-Rom Installation Contractor. Customer will store equipment in a place that is both climate and access controlled.
   2.2. The Hill-Rom warranty does not cover devices or components which are not acquired from Hill-Rom Clinical Workflow Solutions, nor any software other than the Licensed Software from Hill-Rom Clinical Workflow Solutions. Similarly, any extended service/software maintenance plan does not apply to devices or components, including software, not acquired from Hill-Rom Clinical Workflow Solutions.

3. Service DELIVERY GUIDELINES (not all services are provided, please refer to Proposal BOM for purchased services):
   3.1. Project Management Services:
       3.1.1. Project management services are provided remotely, however, Project Managers may travel to the Customer site for pre-designated milestone events.
       3.1.2. Project management work hours are generally Monday – Friday, 8:30 am to 5:30 pm local time.
   3.2. Installation Services (cabling, termination, cabling testing, and hardware devicing):
       3.2.1. Installers generally work Monday – Friday, 7:00 am to 6:00 pm local time.
       3.2.2. Installation services must be completed before the Hill-Rom Clinical Workflow Solutions Engineer arrives on-site to begin configuration/certification of the System.
   3.3. Implementation Services (software configuration, testing, and System certification):
       3.3.1. Implementation services are provided on-site and/or remotely as granted by site sponsor.
       3.3.2. Implementation Engineers travel Monday mornings and Friday afternoons.
       3.3.3. Implementation Engineer work hours are generally (local times): Monday – 1:00 pm to 5:30 pm, Tuesday – Thursday – 8:30 am to 5:30 pm, Friday – 8:30 am to 12:00 pm (noon).
       3.3.4. Implementation Engineers do not work nights or weekends without prior approval from the Hill-Rom Clinical Workflow Solutions PM. Additional charges may apply subject to Customer’s prior written approval.
   3.4. Educational Services:
       3.4.1. Educational services work hours are generally (local times): Monday – 1:00 pm to 5:30 pm, Tuesday – Thursday – 8:30 am to 5:30 pm, Friday – 8:30 am to 12:00 pm (noon).
       3.4.2. Clinical Service Providers do not work nights or weekends without prior approval from the Hill-Rom Clinical Workflow Solutions PM. Additional charges may apply subject to Customer’s prior written approval.
   3.5. ADT Services:
       3.5.1. A Hill-Rom Clinical Workflow Solutions Interface Engineer will work with the designated Hospital interface resource.
       3.5.2. ADT services are provided remotely.
       3.5.3. ADT services work hours are generally Monday – Friday, 8:30 am to 5:30 pm, Eastern Time.
   3.6. Virtualization Services:
       3.6.1. A Hill-Rom Clinical Workflow Solutions technical resource will be assigned to work on the virtualization with the Hospital.
       3.6.2. Virtualization services are provided on-site and/or remotely as granted by site sponsor.
       3.6.3. Virtualization work hours are generally Monday – Friday, 8:30 am to 5:30 pm Eastern Time.
   3.7. Hill-Rom Clinical Workflow Solutions Systems comply with UL 1069 standard. The Hill-Rom Certified Installation Contractor is responsible for all necessary permits required by federal, state or local codes. Customer is responsible for any state-mandated regulatory requirements such as AHCA and OSHPD. In cases where additional requirements are provided after the PO is cut, a written change order subject to Customer’s approval will be required.
   3.8. Customer is responsible for entering all staff information, including assignments and locator badge IDs, into Smart Client.
3.9. Go-live support, both clinical and technical, will be completed in one (1) trip on-site. Additional trips on-site for phased or staged go-live events will require a written change order subject to Customer’s approval.

4. Networking & Infrastructure Requirements:
4.1. The Hill-Rom Clinical Workflow Solutions Proposal should be accompanied by a network topology. This topology diagram will describe the physical and logical components and connectivity of the proposed solution.
4.2. Servers (if provided by Customer):
4.2.1. Customer will provide servers, virtual or physical, that meet the minimum specs provided by Hill-Rom Clinical Workflow Solutions.
4.2.2. Hill-Rom Clinical Workflow Solutions requires an Administrator account and 3CX Administrator account on the Hill-Rom Clinical Workflow Solutions enterprise server.
4.3. DHCP (Dynamic Host Code Protocol):
4.3.1. DHCP is required for NaviCare Nurse Call and prefers to run DHCP, however, it can be run by the Hospital.
4.3.2. If Hospital DHCP Scope is used, these Scope Options are needed:
   4.3.2.1. IP Address — the IP address to be assigned to the nurse call device.
   4.3.2.2. Subnet Mask — the subnet that the IP address belongs to.
   4.3.2.3. DNS Server(s) (DHCP Option 006) — the DNS server(s) configured to contain entries for the Enterprise and Logging servers.
   4.3.2.4. NTP Server(s) (DHCP Option 042) — the IP address of the Enterprise Server, unless another NTP server is desired.
   4.3.2.5. Domain Name (DHCP Option 015) — the domain that the DNS server is on.
   4.3.2.6. Router (DHCP Option 003) — give it the IP address of the default gateway for the NNC devices.
4.3.7. If Hill-Rom is providing DHCP service, Customer IT will need to determine whether access needs to be granted or authorize to run DHCP services on the server.
4.3.3. DNS (Domain Name Server):
4.3.3.1. Hill-Rom Clinical Workflow Solutions prefers to run DNS; however, it can be run by the Customer if preferable.
4.3.3.2. Customer will provide two (2) host A records that nurse call devices can access and host A records for Enterprise, SQL and Report servers that Customer machines can access.
4.3.3.3. hr-ncn-networkcfg-3 (Pointed at Hill-Rom Enterprise Server IP).
4.3.3.4. hr-ncn-networklog (Pointed at Hill-Rom Enterprise Server IP).
4.3.4. IP Schema: NaviCare Nurse Call does not require any particular IP address schema. The Hospital should choose a block of unused IP addresses which will be large enough to cover an IP address for each of the network devices, as well as anticipating any future growth that the nurse call network may undergo. Network devices include Room Control Boards (RCBs), Staff Consoles, locating stars (if enhanced locating is implemented), as well as all servers and switches.
4.3.5. Hill-Rom does not support the use of Network Address Translation (NAT) between the Hill-Rom servers and the nurse call devices. Hill-Rom servers must either have a layer 2 interface on the subnet with the embedded devices, or have full bidirectional routing between the subnets.
4.3.6. Customer will open firewall ports for NNC application per list provided by Hill-Rom Clinical Workflow Solutions.
4.3.7. Customer to provide direction to Hill-Rom Clinical Workflow Solutions regarding whether any nurse call devices will be added to the Hospital domain for Active Directory (AD). This will be used for the Smart Client application and reporting application access.
4.3.8. Regarding anti-virus, Customer will exclude the following NaviCare folders on access scanning:
   4.3.8.1. SQL folder that has the SQL instance the Hospital is running
   4.3.8.2. \basesystemsettings folder
   4.3.8.3. [root] programfiles\Hill-Rom\navicare\web samm\upgradedevicesoftware
   4.3.8.4. [root] basesystemsettings
   4.3.8.5. [root] programfiles\Hill-Rom\navicare\smartclient
   4.3.8.6. [root] temp\baselogs
4.3.9. FTP:
   4.3.9.1. FTP server must be run on a server in the Hill-Rom network. Hill-Rom Clinical Workflow Solutions prefers the Enterprise server.
   4.3.9.2. Hill-Rom Clinical Workflow Solutions will use the FTP client to download the installation software to the server.
4.3.10. Customer will grant Hill-Rom Clinical Workflow Solutions remote access through Hill-Rom Clinical Workflow Solutions Remote Services (HRRS).
4.3.11. Hill-Rom Clinical Workflow Solutions schedules nightly local data base (DB) backups. Customer is responsible for implementing any further backup/disaster recovery.
4.3.12. Customer is responsible for scheduling operating system (OS) or other server patching as appropriate or necessary.
4.3.13. IT Racks:
   4.3.13.1. Customer to provide IT racks or rack space for Hill-Rom Clinical Workflow Solutions equipment.
   4.3.13.2. Patch Panels: See Installation Contractor section (refer to sections 6 and 7 below)
   4.3.13.3. Patch Panel Terminations: See Installation Contractor section (refer to sections 6 and 7 below)
4.3.14. Centralized Code Blue: Addition of a Centralized Code Blue Device (CCD) will require either a new back box and wall space or new Hill-Rom Clinical Workflow Solutions faceplate/Ethernet jack and desk space. The old CCD will run concurrent with new CCD during room by room transition.

5. Miscellaneous:
5.1. Pillow Speakers:
5.1.1. This Hill-Rom Proposal includes “Standard” pillow speakers or a place-holder part number (P2510) for a “standard” pillow speaker until Customer confirms the model it needs.

5.1.2. “Standard” functionality (part number P2510) includes: TV control, lighting control, nurse call control, and audio communication.

5.1.3. “Custom” functionality—Any other functionality is considered a “custom” pillow speaker and may require a written change order subject to Customer’s approval. Examples of custom functionality are: entertainment/education system integration, cable box integration, HVAC integration, and window blind control.

5.1.4. Functionality—any functionality desired by Customer is dependent on the manufacturer and style purchased. Not all functionality available by all pillow speakers is compatible with NaviCare Nurse Call nor will Hill-Rom accept any responsibility for installation, wiring, or troubleshooting.

5.1.5. Lead time—ordering lead times for Pillow Speakers are between two (2) and sixteen (16) weeks depending on the model the Customer chooses. Any delays by Customer in choosing (or changing) the manufacturer or style of pillow speaker will impact the Hill-Rom nurse call implementation and is the responsibility of Customer.

5.2. Bed Data Integrations: Customer is responsible for working with their Hill-Rom Account Executive to verify beds on-site that can integrate with the NaviCare Nurse Call.

5.3. Hill-Rom excludes any and all permits, licenses, taxes, or fees required by the city and / or state where the physical implementation of this Proposal occurs.

5.4. Project Contingency: This Proposal may include a project contingency of 2.5% (not to exceed $75,000) to cover errors, omissions, delays in construction as applicable and any unforeseen events. The project contingency will not be billed unless required to cover any of the above events. This contingency is intended to cover in scope hardware, software and services and is not intended to cover hardware and software additions or out of scope services.

SOW NNC Room by Room Includes Installation:

6. SCHEDULE:

6.1. This project will be a single phase project with a proposed kick-off date sometime late summer 2018 and proposed date of complete System functionality within 10 to 12 months.

7. CABLING & HARDWARE INSTALLATION:

7.1. Cabling and Hardware installation are Included in this Proposal.

7.2. IDeACOM is required to comply with and meet Hardware installation specifications from the NCM Hardware Installation “guidelines for the version of NCM to be deployed.” Failure to meet these specifications may result in changes orders to Customer for additional labor or materials. Hill-Rom is not responsible for project delays due to Customer failing to comply with the NCM Hardware Installation specifications.

7.3. Customer to provide Emergency circuit electrical power required for Hill-Rom servers, appliances, etc.

7.4. Customer will complete the following documents during installation and provide to the Hill-Rom Clinical Workflow Solutions Project Manager:

7.4.1. RCB forms (one per Room Control Board)
7.4.2. RLR (Room Locator Receiver) dipswitch settings form (if standard locating)
7.4.3. Red-line drawings in CAD or printed
7.4.4. Customer signed Pick-Slip from associated Hill-Rom equipment shipment
7.4.5. Cabling termination test results as outlined in the NCM Hardware Installation guidelines

7.5. IDeACOM presence on-site: IDeACOM shall attend the Pre-installation coordination meetings. Hill-Rom Clinical Workflow Solutions is not responsible for delays in the project due to inspections, asbestos or labor disputes.

7.6. For NCM, Room by Room deployments in a live Hospital unit will have the following installation requirements for Customer:

7.6.1. Customer will provide a minimum of four (4) rooms per day for installation.

7.6.2. Hill-Rom Clinical Workflow Solutions will provide a Pre-staging kit, including patch cables when applicable.

7.6.3. Customer will provide an 8’x10’ space for pre-staging, preferably in a comm closet/IDF. If 8’x10 space provided is in an alternate space, Customer will provide a network connection to that area.

7.6.4. Customer will provide wire shelving or racks to accommodate pre-staging material.

7.6.5. IDeACOM will unbox all Hill-Rom nurse call devices to be pre-staged and cable them together with cabling provided by Hill-Rom.

7.6.6. As IDeACOM moves devices from the pre-staging area to the patient rooms being installed, it will complete the Room Readiness Acceptance (RRA) Form.

7.6.6.1. Install devices in room. Verify that device in pre-staged area is being moved to pre-determined correct location.

7.6.6.2. Test all devices for functionality per RRA.

7.6.6.3. Obtain initials and signatures on RRA by both Customer and IDeACOM who performed testing.

7.6.6.4. Submit completed RRA form to Hill-Rom PM for transition of patient room to Technical Support.

7.7. Hill-Rom Clinical Workflow Solutions Proposal EXCLUDES:

7.7.1. Network racks.

7.7.2. Back boxes, cable trays, J-hooks, cable management items, and penetration sleeves.

7.7.3. Smoke alarm interface.

7.7.4. Any additional hardware or software not included in the attached BOM.

7.7.5. Television wall plates and coax cable to television.

7.7.6. New Connection of cable/wire from NIU/BIU to television wall plate and TV jumpers.

7.7.7. Connection of cable/wire from NIU/BIU to lighting controller.

7.7.8. Connection of cable/wire from NIU/BIU to blind controls.
7.7.9. Low voltage lighting controllers.
7.7.10. Any equipment or service noted as BY OTHERS OR BY CUSTOMER.
7.7.11. Infection control policies, procedures, equipment, etc.
7.7.12. Receiving personnel and bulk storage for equipment.
7.7.13. De-commission, demolition, and disposal of existing nurse-call or other systems unless otherwise noted in this Proposal.
7.7.14. Additional required or requested components, services, training, or integrations not detailed in the attached quote, regardless of reason or request.
I. BONDS

A. Hill-Rom shall furnish bonds covering the faithful performance of the Agreement, payment of all obligations arising thereunder to take effect upon substantial completion of the project, utilizing the bond forms. Bonds may be secured through Hill-Rom’s usual sources, provided that the surety is authorized and licensed to do business in the State of Nevada. All bonds specified shall indicate the surety company name, address, telephone number, and include the appointed agent of record who issued the bond. Surety Bonds issued by an individual are not acceptable to Customer.

B. Not later than ten (10) business days after Customer’s written request for insurance, Hill-Rom shall furnish contract bonds to the Contracts Management division as follows:

1. Labor and Material Payment Bond in the amount of 100% of the Agreement price.
2. Performance Bond in the amount of 100% of the Agreement price.

C. Form of Bonds

1. The bonds referred to herein shall be written on the Performance Bond, and Labor and Material Payment Bond forms provided by Customer.

2. Hill-Rom shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of his power of attorney.

3. Any Performance Bond or Labor and Material Payment Bond prepared by an appointed agent must provide their license number and the issuing state.

4. The bonds specified in this section must be issued by a certified surety which is listed in the Department of the Treasury, Fiscal Service, (Department Circular 570; Current Revision) companies holding certificates of authority as acceptable sureties on Federal Bonds and as acceptable reinsuring companies.

II. INSURANCE

A. Hill-Rom further agrees, as a precondition to the performance of any work under this Agreement and as a precondition to any obligation of Customer to make any payment under this Agreement, to provide Customer with a work certificate and/or a certificate issued by an insurer qualified to underwrite workers’ compensation insurance in the state of Nevada in accordance with Nevada Revised Statutes Chapters §616A through 616D, inclusive, whether or not Hill-Rom has employees.

B. Hill-Rom agrees to maintain required workers’ compensation coverage throughout the entire term of the Agreement. If Hill-Rom does not maintain coverage throughout the entire term of the Agreement, Hill-Rom agrees that Customer may, at any time the coverage is not maintained by Hill-Rom, order Hill-Rom to stop work, assess liquidated damages as defined herein, suspend the Agreement, or terminate the Agreement.

C. Hill-Rom shall furnish not later than ten (10) business days after Customer’s written request for insurance, the insurance as indicated below. The certificates for each insurance policy shall be signed by a person authorized by that insurer and licensed by the State of Nevada.

D. As a condition precedent to receiving payments, Hill-Rom shall have on file with Customer current certificates of insurance evidencing the required coverage. Insurance certificates for Customer should contain the information shown on the sample certificates attached.

E. Each insurance company’s rating as shown in the latest Best’s Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. Customer requires insurance carriers to maintain a Best’s Key Rating of A.VII or higher (i.e., A.VII, A.VIII, A.IX, A.X, etc.). The adequacy of the insurance supplied by Hill-Rom, including the rating and financial health of each insurance company providing coverage, is subject to the approval of Customer.

F. Hill-Rom shall furnish renewal certificates to Customer for the required insurance during the period of coverage required by the Agreement. Hill-Rom will furnish renewal certificates for the same minimum coverage as required in this Agreement. The request for updated renewal certificates will be sent by Customer to Hill-Rom 30 calendar days in advance of the expiration date shown on the certificate of insurance. A second request will be sent if the renewal certificate is not received from within seven (7) business days. If within 20 calendar days
If Hill-Rom fails to maintain any of the insurance coverage required herein, then Customer may declare Hill-Rom in default of its obligation under this paragraph.

G. Customer, its officers, employees, agents, and volunteers must be expressly covered as insured's with respect to liability arising out of the activities by or on behalf of the named insured in connection with this project.

1. Hill-Rom’s insurance shall be primary with respect to Customer, its officers, employees, agents, and volunteers. Any other coverage (insurance or otherwise) available to Customer, its officers, employees and volunteers shall be excess over the insurance required of Hill-Rom and shall not contribute with it.

H. Hill-Rom's commercial general liability and automobile liability insurance policy shall be endorsed to recognize specifically Hill-Rom’s contractual obligation of additional insured to Customer. All policies must note that Customer will be given 30-calendar days advance notice by certified mail “return receipt requested” of any policy changes, cancellations, or any erosion of insurance limits. Separate copies of additional insured endorsements are required and must be attached to any certificate of insurance. Policy number must be referenced on the endorsement or the form number must be referenced on the certificate.

I. If aggregate limits are imposed on the insurance coverage, then the amount of such limits must not be less than $2,000,000 per occurrence or per accident. Above required insurance limits may be satisfied by a combination of primary and excess/umbrella liability policies. All aggregates must be fully disclosed and the amount entered on the required certificate of insurance.

J. Hill-Rom shall obtain and maintain, for the duration of the Agreement or longer period if specified herein, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Hill-Rom, its agents, representatives, or employees. The cost of such insurance shall be included in Hill-Rom's Bid. Hill-Rom is required to obtain and maintain the following coverage:

1. Commercial General Liability: Commercial General Liability shall be on "occurrence" basis only and not "claims made." The coverage must be provided on either an ISO Commercial General Liability form or an ISO Broad Form Comprehensive General Liability (including a Broad Form CGL Endorsement) insurance form. Policies must contain a primary and non-contributory clause and must contain a waiver of subrogation endorsement. Any exceptions to coverage must be fully disclosed on the required certificates. If other than these forms are submitted as evidence of compliance, complete copies of such policy forms must be submitted to Customer within ten (10) business days after Customer’s written request of insurance. Policies must include, but need not be limited to, coverage for bodily injury, property damage, personal injury, Broad Form property damage, premises and operations, severability of interest, and products and completed operations. Hill-Rom shall maintain limits of no less than $1,000,000 combined single limit per occurrence for bodily injury (including death), personal injury and property damages. A separate copy of the waiver of subrogation endorsement must be provided. A separate copy of the additional insured endorsement is required and must be provided for Commercial General Liability. Policy number must be referenced on the endorsement or the form number must be referenced on the certificate.

2. Auto Liability: Auto Liability must provide coverage for claims for damage due to bodily injury or death of any person, or property damage arising out of the ownership, maintenance or use of any motor vehicles whether owned, hired or non-owned. Hill-Rom shall maintain limits of no less than $1,000,000 combined single limit "per accident" for bodily injury and property damage. A separate copy of the additional insured endorsement is required and must be provided for Automobile Liability policies. Policy number must be referenced on the endorsement or the form number must be referenced on the certificate.

K. If Hill-Rom fails to maintain any of the insurance coverage required herein, then Customer will have the option to declare Hill-Rom in breach, or may purchase replacement insurance or pay the premiums that are due on existing policies in order that the required coverage may be maintained. Hill-Rom is responsible for any expenses paid by Customer to maintain such insurance and Customer may collect the same from Hill-Rom or deduct the amount paid from any sums due to Hill-Rom under the Agreement.

L. The insurance requirements specified herein do not relieve Hill-Rom of its responsibility or limit the amount of their liability to Customer or other persons and Hill-Rom is encouraged to purchase such additional insurance, as it deems necessary.

M. Hill-Rom is responsible for and must remedy all damage or loss to any property, including property of Customer to the extent caused by Hill-Rom, any subcontractor or anyone employed, directed or supervised by Hill-Rom. Hill-Rom is responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work.
N. Hill-Rom shall pay all premiums and costs of insurance.

O. Regardless of the coverage provided by any insurance policy, Hill-Rom shall indemnify, defend and hold Customer harmless from any and all third party claims, demands, actions, reasonable attorneys’ fees, costs, and expenses based upon or arising out of any acts, errors, omissions, fault or negligence of Hill-Rom or its principals, employees, subcontractors or other agents while performing services under this Agreement. Hill-Rom shall indemnify, defend and hold harmless Customer and others specified from any reasonable attorneys’ fees or other costs of defense, even if the allegations of the claim are groundless, false or fraudulent.
CERTIFICATE OF LIABILITY INSURANCE

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

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

PRODUCER

INSURER(S) AFFORDING COVERAGE

NAIC #

CERTIFICATE HOLDER

CANCELLATION

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
C/O CONTRACTS MANAGEMENT
1800 W. CHARLESTON BLVD.
LAS VEGAS, NV 89102

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

AUTHORIZED REPRESENTATIVE

@ 1988-2010 ACORD CORPORATION. All rights reserved.

ACORD 25 (2010/05) The ACORD name and logo are registered marks of ACORD
THIS ENDORSEMENT CHANGED THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
1800 W. CHARLESTON BLVD.
LAS VEGAS, NEVADA 89102

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, ITS OFFICERS, EMPLOYEES AND VOLUNTEERS ARE INSURED WITH RESPECT TO LIABILITY ARISING OUT OF THE ACTIVITIES BY OR ON BEHALF OF THE NAMED INSURED IN CONNECTION WITH THIS PROJECT.
PERFORMANCE BOND

IMPORTANT: SURETY COMPANIES EXECUTING BONDS MUST BE LICENSED TO ISSUE SURETY BY THE STATE OF NEVADA INSURANCE DIVISION PURSUANT TO NEVADA REVISED STATUTE 683A AND ISSUED BY AN APPOINTED PRODUCER OF INSURANCE PURSUANT TO NEVADA REVISED STATUTE 683A. INDIVIDUAL SURETY BONDS ARE NOT ACCEPTABLE.

KNOW ALL MEN BY THESE PRESENTS,

That ___________________________, as Principal Contractor, and ___________________________, as Surety, are held and firmly bound unto UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, hereinafter called Owner, in the sum of ___________________________ dollars, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Contractor has been recommended for award and shall enter into the contract with said Owner to perform all work required under Proposal # LRDSQ1401-04 of the Owner's specifications, entitled the NaviCare® Nurse Call Project.

NOW THEREFORE, if said Contractor shall perform all the requirements of said contract required to be performed on their part, at the times and in the manner specified therein, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

PROVIDED, that any change order(s), alterations in the work to be done or the materials to be furnished, which may be made pursuant to the terms of said contract, shall not in any way release said Contractor or said Surety thereunder, nor shall any extensions of time granted under the provisions of said contract release either said Contractor or said Surety, and notice of such change order(s), alterations or extensions of the contract is hereby waived by said Surety.

SIGNED this ____________ day of ____________, 20____

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

__________________________
(Principal Contractor)

__________________________
(Authorized Representative and Title)

By: ____________________________
(Signature)

Surety:

__________________________
(State of Nevada, License Number)

__________________________
(Appointed Agent Name)

By: ____________________________
(Signature)

__________________________
(License Number and Issuing State)

By: ____________________________
(Signature)

__________________________
(Appointed Agent Name)

Address: ____________________________

Address: ____________________________

Telephone: ____________________________

Telephone: ____________________________

LABOR AND MATERIAL PAYMENT BOND

IMPORTANT: SURETY COMPANIES EXECUTING BONDS MUST BE LICENSED TO ISSUE SURETY BY THE STATE OF NEVADA INSURANCE DIVISION PURSUANT TO NEVADA REVISED STATUTE 683A AND ISSUED BY AN APPOINTED PRODUCER OF INSURANCE PURSUANT TO NEVADA REVISED STATUTE 683A. INDIVIDUAL SURETY BONDS ARE NOT ACCEPTABLE.

KNOW ALL MEN BY THESE PRESENTS,

That __________________________, as Contractor, and __________________________, as Surety, are held and firmly bound unto UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, hereinafter called Owner, in the sum of ___________ dollars, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Contractor has been recommended for award and shall enter into the contract with said Owner to perform all work required under the NaviCare® Nurse Call Project (Proposal # LRDSQ1401-04).

NOW THEREFORE, if said Contractor, or subcontractors, fails to pay for any materials, equipment, or other supplies, or for rental of same, used in connection with the performance of work contracted to be done, or for amounts due under applicable State law for any work or labor thereon, said Surety will pay for the same in an amount not exceeding the sum specified above and, in the event suit is brought upon this bond, a reasonable attorney's fee to be fixed by the court. This bond shall insure to the benefit of any persons, companies or corporations entitled to file claims under applicable State law.

PROVIDED, that any change order(s), alterations in the work to be done or the materials to be furnished, which may be made pursuant to the terms of said Contract, shall not in any way release either said Contractor or said Surety thereunder, nor shall any extensions of time granted under the provisions of said Contract release either said Contractor or said Surety, and notice of such change order(s), alterations or extensions of the Contract is hereby waived by said Surety.

SIGNED this __________ day of __________, 20____

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

(Principal Contractor)

(Authorized Representative and Title)

By: __________________________ (Signature)

Surety: __________________________

(State of Nevada, License Number)

(Appointed Agent Name)

By: __________________________ (Signature)

(Appointed Agent Name)

By: __________________________ (Signature)

(License Number and Issuing State)

Address: __________________________

Address: __________________________

Telephone: __________________________

Telephone: __________________________

## DISCLOSURE OF OWNERSHIP/PRINCIPALS

### Business Entity Type (Please select one)
- [ ] Sole Proprietorship  
- [ ] Partnership  
- [ ] Limited Liability Company  
- [ ] Corporation  
- [ ] Trust  
- [ ] Non-Profit Organization  
- [ ] Other

### Business Designation Group (Please select all that apply)
- [ ] MBE  
- [ ] WBE  
- [ ] SBE  
- [ ] SBE  
- [ ] MBE  
- [ ] SCBE  
- [ ] CVE  
- [ ] DVET  
- [ ] ESB

### Number of Clark County Nevada Residents Employed: 3

**Corporate/Business Entity Name:** Hill-Rom Company, Inc.

(Include dba, if applicable)

<table>
<thead>
<tr>
<th>Street Address</th>
<th>1069 State Route 46 E.</th>
</tr>
</thead>
<tbody>
<tr>
<td>City, State and Zip Code</td>
<td>Reno, NV 89506</td>
</tr>
<tr>
<td>Telephone No</td>
<td>800-445-9730</td>
</tr>
<tr>
<td>Nevada Local Street Address</td>
<td>Hill-Rom Service Center, 1850 East Mahle St. C&amp;D, Las Vegas, NV 89119</td>
</tr>
<tr>
<td>City, State and Zip Code</td>
<td>Las Vegas, NV 89119</td>
</tr>
<tr>
<td>Local Telephone No</td>
<td>702-739-9280</td>
</tr>
</tbody>
</table>

**Website:** [www.hill-rom.com](http://www.hill-rom.com)

**POC Name:** Customer Service  
**Email:** us.customerservice@hill-rom.com  
**Fax No:** 812-934-8189

All entities, with the exception of publicly traded and non-profit organizations, must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board.

Publicly traded entities and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest.

The disclosure requirement, as applied to land-use applications, extends to the applicant and the landowner(s).

Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

<table>
<thead>
<tr>
<th>Full Name</th>
<th>Title</th>
<th>% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)</th>
</tr>
</thead>
<tbody>
<tr>
<td>John Greesch</td>
<td>President &amp; CEO</td>
<td></td>
</tr>
<tr>
<td>Steve Gribble</td>
<td>Chief Financial Officer</td>
<td></td>
</tr>
<tr>
<td>Deborah Rabin</td>
<td>Chief Legal Officer/Corporate Secretary</td>
<td></td>
</tr>
</tbody>
</table>

This section is not required for publicly traded corporations. Are you a publicly traded corporation?  
☐ Yes  
☐ No

1. Are any individual members, partners, owners or principals, involved in the business entity, a University Medical Center of Southern Nevada full-time employee(s), or appointed elected official(s)?
   - [ ] Yes  
   - [ ] No

   (If yes, please note that University Medical Center of Southern Nevada employee(s), or appointed elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)

2. Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/sister, grandchild, grandparent, related to a University Medical Center of Southern Nevada full-time employee(s), or appointed elected official(s)?
   - [ ] Yes  
   - [ ] No

   (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2)

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that the University Medical Center of Southern Nevada Governing Board will not take action on land-use approvals, control approvals, land sales, leases or exchanges without the completed disclosure form.

**Signature:** William C. Jonas  
**Print Name:** William C. Jonas  
**Date:** March 7, 2017  
**Title:**

---

Page 239 of 292
March 7, 2017

University Medical Center of Southern Nevada
1800 W Charleston Blvd
Las Vegas, NV 89102

Subject: Disclosure of Relationship

Dear Ms. Kemble:

This letter is in response to the "Disclosure of Relationship Form" which was sent to Hill-Rom for completion on March 7, 2017.

Hill-Rom Company, Inc. is a subsidiary of Hill-Rom Holdings, Inc., a publicly traded company on the New York Stock Exchange (NYSE) under the ticker symbol "HRC". From time to time physicians may acquire ownership of Hill-Rom Holdings, Inc. through publicly traded securities and mutual funds. Additional information can be obtained by referring to the most recent 10-K and subsequent 10-Q and 8-K filings for Hill-Rom Holdings, Inc., available at www.sec.gov or www.hill-rom.com.

Hill-Rom does contract with physicians from time to time. Hill-Rom strives to comply with physician self-referral, anti-kickback and similar state and federal laws when entering into relationships with physicians.

Hill-Rom certifies that the aggregate compensation under its compensation arrangements with physicians, immediate family members of a physician, or entities in which a physician or an immediate family member of a physician has an ownership interest, is fair market value and commercially reasonable, and does NOT vary with, or take into account, the volume or value of referrals or other business generated by the physician(s) for any hospital, healthcare facility, clinic or other healthcare provider.

Should you have any questions related to the statements set forth above feel free to contact our contracts department at Contractreview.NA@hill-rom.com.

Sincerely,

Hill-Rom Company, Inc.

William C. Jones
VP, Sales Operations and Administration
## Disclosure of Relationship

**Suppliers**

<table>
<thead>
<tr>
<th>Corporate/Business Entity Name:</th>
<th>Hill-Rom Company, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Include d.b.a., if applicable)</td>
<td></td>
</tr>
<tr>
<td>Street Address:</td>
<td>1060 State Route 46 East</td>
</tr>
<tr>
<td>City, State and Zip Code:</td>
<td>Batesville, IN 47006</td>
</tr>
<tr>
<td>Telephone No:</td>
<td>800-445-3730</td>
</tr>
<tr>
<td>Point of Contact Name:</td>
<td>Customer Service</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:us.custome.service@hill-rom.com">us.custome.service@hill-rom.com</a></td>
</tr>
</tbody>
</table>

1. **Compensation Arrangements** - Does a UMC employee or physician who is a member of UMC's medical staff (or does a family member of either group) have an employment, consulting or other financial arrangement (including, without limitation, an office or space lease, royalty or licensing agreement, or sponsored research agreement) with the company?

   - [ ] Yes  [ ] No

   **(If yes, complete following.)** Please refer to the attached letter from Hill-Rom Company, Inc.

<table>
<thead>
<tr>
<th>Name of Person (self or family member)</th>
<th>Name of Company</th>
<th>Describe the Compensation Arrangement</th>
<th>Dollar Value of Compensation</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

   *(Use additional sheets as necessary)*

2. **Business Positions** - Is a UMC employee or physician who is a member of UMC's medical staff (or does a family member of either group) an officer, director, trustee, managing partner, officer or key employee of the company?

   - [ ] Yes  [ ] No

   **(If yes, complete following.)**

<table>
<thead>
<tr>
<th>Name of Person (self or family member)</th>
<th>Name of Company</th>
<th>Business Position or Title</th>
<th>Dollar Value of Compensation (Include meeting stipends and travel reimbursement)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

   *(Use additional sheets as necessary)*

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate.

_Signed:_

William C. Jones

VP Sales, Operations and Administration

March 7, 2017

For UMC Use Only:

If any Disclosure of Relationship is noted above, please complete the following:

- [ ] Yes  [ ] No Is the UMC employee or physician who is a member of UMC's medical staff (or a family member of either group) noted above involved in the contracting/selection process?

- [ ] Yes  [ ] No Is the UMC employee or physician who is a member of UMC's medical staff (or a family member of either group) noted above involved in anyway with the business in performance of the contract?

Notes/Comments:

_Signed:_

Print Name

Authorized Department Representative

Revised 6/17/11
UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

<table>
<thead>
<tr>
<th>Issue:</th>
<th>Interlocal Agreement for Physical Examinations with The Las Vegas Metropolitan Police Department</th>
<th>Back-up:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Petitioner:</td>
<td>Mason VanHouweling, Chief Executive Officer</td>
<td>Clerk Ref. #</td>
</tr>
</tbody>
</table>

Recommendation:
That the Governing Board approve the Interlocal Agreement for Physical Examinations between The Las Vegas Metropolitan Police Department and University Medical Center of Southern Nevada; and authorize the Chief Executive Officer to sign the Agreement. *(For possible action)*

FISCAL IMPACT:

<table>
<thead>
<tr>
<th>Fund Number:</th>
<th>5420.000</th>
<th>Fund Name: UMC Operating Fund</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fund Center:</td>
<td>3000728300</td>
<td>Funded Pgm/Grant: N/A</td>
</tr>
<tr>
<td>Description:</td>
<td>LVMPD Interlocal Agreement for Physical Examinations</td>
<td></td>
</tr>
<tr>
<td>Bid/RFP/CBE:</td>
<td>NRS 277.180</td>
<td></td>
</tr>
<tr>
<td>Term:</td>
<td>7/1/2018 – 6/30/2019 plus four one-year renewal options</td>
<td></td>
</tr>
<tr>
<td>Amount:</td>
<td>Cost neutral or revenue to UMC. Amount TBD based on volume.</td>
<td></td>
</tr>
<tr>
<td>Out Clause:</td>
<td>90 days no cause</td>
<td></td>
</tr>
</tbody>
</table>

BACKGROUND:

Since April 2003, UMC and LVMPD have had an agreement under which UMC provides medical services for LVMPD employees and prospective employees who require pre-employment and/or annual physical examinations. The current agreement expires June 30, 2018; this new Agreement is effective July 1, 2018 – June 30, 2019 with four (4) additional one-year option terms. Either party may terminate the Agreement without cause upon 90-day written notice to the other party.

LVMPD will reimburse UMC per the agreed upon rates set forth in the Agreement.

Director of Ambulatory Services and Outpatient & Ambulatory Clinical Manager have reviewed the Agreement and recommend approval by the Governing Board.

The Agreement has been approved as to form by UMC’s Office of General Counsel.

LVMPD is not required to obtain a Clark County business license or vendor registration.

The Agreement was reviewed by the Governing Board Audit and Finance Committee at its June 20, 2018 meeting and recommended for approval by the Governing Board.

Respectfully submitted,

Mason VanHouweling
Chief Executive Officer

Cleared for Agenda
June 27, 2018

Agenda Item #
14
THIS AGREEMENT is entered into by and between THE LAS VEGAS METROPOLITAN POLICE DEPARTMENT, hereinafter referred to as "LVMPD" and the UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes, hereinafter referred to as "UMC".

WHEREAS, THE LVMPD desires to utilize the services of UMC as the provider of physical examinations for employees and pre-employment physical examinations required by LVMPD;

WHEREAS, UMC desires to provide competent, cost effective and quality physical examinations for employees and pre-employment physical examinations required by LVMPD;

WHEREAS, THE LVMPD has selected UMC as a provider of annual physical examinations required by State statutes for eligible employees and potential employees.

NOW, THEREFORE, the parties mutually agree as follows:

I. Scope of Agreement
UMC shall be a non-exclusive provider of medical services for LVMPD employees and potential employees who require pre-employment and Workers Compensation State mandated physical examinations.

UMC shall provide physical examinations required to be provided to LVMPD personnel pursuant to Attachment A.

II. Medical Services
UMC agrees to provide for all services to covered employees within the scope of UMC’s licensure and in accordance with Attachment A

III. Billing and Payments
UMC shall submit all billings for services rendered pursuant to this Agreement to LVMPD Health Detail on a monthly basis. The LVMPD shall pay UMC the agreed upon rates set forth in this Agreement in accordance with Paragraph XVIII, Compensation and Terms of Payment. Incomplete physicals will be invoiced one week after the deadline. Incomplete physicals that are closed out will only be reopened for completion with a written authorization of the LVMPD Director of Risk Management.

IV. Policies and Procedures
UMC and LVMPD agree to abide by all policies and procedures mutually established by LVMPD and UMC.

V. Liability Insurance
UMC agrees to maintain, at its own expense, generally liability and medical malpractice insurance, through a self-funded program, on its employees and officers.

VI. Standards of Practice
UMC agrees to provide covered LVMPD employees and potential new hires with medical services as required by Attachment A which are within the scope of UMC’s medical services as licensed by and through the State of Nevada and accredited through The Joint Commission and LVMPD Medtox standards. These services shall be made available to all covered employees without
discrimination in the same manner as provided to UMC’s other patients. UMC agrees to provide medical services in accordance with the prevailing practices and standards in the medical profession and community.

VII. Exclusive Benefit of the Parties
The rights and responsibilities of the parties under this Agreement apply only to LVMPD employees and potential employees who are identified as such prior to the rendering of services by UMC. The responsibility to identify oneself as a LVMPD employee or potential employee shall rest with the employee or potential employee.

VIII. Medical Records
UMC shall maintain and release records relating to covered employees in such a form as required by law and accepted medical practice. Copies of all physicals will be supplied to the Health Detail, Risk Management Section.

IX. Assignments
The Agreement is entered to secure the professional services of UMC. Accordingly, neither party may assign or delegate all or any part of this Agreement without the written consent of both parties, and executed with the same formality as attending this original.

X. Waiver and Severability
Any waiver of a breach of any provision of this Agreement shall not be deemed a waiver of any other breach of the same or different provision. In the event any provision of the Agreement is rendered invalid or unenforceable by any valid act of Congress or the Nevada State Legislature, or declared null and void by any court of competent jurisdiction, or is found to be in violation of State Statutes and/or regulations, said provision(s) hereof will be immediately void and may be renegotiated for the sole purpose of rectifying the non-compliance. The remainder of the provisions of this Agreement not in question shall remain in full force and effect.

XI. Budget Act and Fiscal Fund Out
In accordance with the Nevada Revised Statutes (NRS 354.626), the financial obligations under this Agreement between the parties shall not exceed those monies appropriated and approved by LVMPD and UMC for the then current fiscal year under the Local Government Budget Act. This Agreement shall terminate and the parties’ obligations under it shall be extinguished at the end of any of LVMPD’s or UMC’s fiscal years in which their governing body fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which could then become due under this Agreement. Either party agrees that this section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to this Agreement.

In the event this section is invoked, this Agreement will expire on the 30th day of June of the current fiscal year. Termination under this section shall not relieve LVMPD of its obligations incurred through the 30th day of June of the fiscal year for which monies were appropriated.

XII. Fraudulent Activity
Upon knowledge of or suspicion of any fraudulent activity, UMC agrees to immediately report said suspected fraudulent activity to the LVMPD.

XIII. Notice
Any notice required or permitted to be given hereunder shall be in writing and shall either be delivered personally to the party to whom such notice is given, or sent via United States Postal Service registered or certified mail, postage prepaid and return receipt requested, addressed or delivered to such party at the address or addresses designated below (or
such other address or addresses as may hereafter be designated by a party) by written notice to the other party:

To UMC:
Attn: Chief Executive Officer
University Medical Center of Southern Nevada
1800 West Charleston Boulevard
Las Vegas, Nevada 89102

To LVMPD:
Las Vegas Metropolitan Police Department
Attn: Director of Risk
400 S Martin Luther King Blvd
Las Vegas, Nevada 89106

XIV. Term of Agreement
Commencing from the date of execution of this Agreement by both parties, the term of this Agreement shall be from July 1, 2018 through June 30, 2019, with LVMPD’s option to renew for four (4) one-year periods. Either party may terminate this Agreement, without cause, upon giving ninety (90) calendar days written notice to the other party.

XV. Governing Law
The laws of the State of Nevada shall govern this Agreement.

XVI. Amendment/Entire Agreement
Amendment to this Agreement may be made only upon mutual consent in writing, by the parties hereto and executed with the same formality attending the original. This executed Agreement, together with any attachments, contains the entire agreement between UMC and the LVMPD relating to the rights granted and obligations assumed by the parties hereto. Any prior agreements, promises, negotiations or representations, either oral or written, relating to the subject matter of this Agreement not expressly set forth in this Agreement are of no force or effect.

XVII. Access to Books and Records
Upon written request of the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States or any of their authorized representatives, UMC shall make available to the Secretary or the Comptroller General those contracts, books, documents, and records necessary to verify the nature and extent of the costs of providing its services. If UMC carries out any of the duties of this Agreement through a subcontract with a value of $10,000.00 or more over a 12-month period with a related individual or organization, UMC further agrees to include this requirements of Public Law 96-499, S952 (S1861 [v][1] of the Social Security Act) and regulations promulgated hereunder. The parties agree that any attorney-client, accountant-client, or other legal privilege shall not be deemed waived by virtue of this Agreement.

XVIII. Compensation and Terms of Payment
LVMPD agrees to Pay UMC for the performance of services described in the Scope of Work (Exhibit A) for the fixed fee amounts below:

3
<table>
<thead>
<tr>
<th>SERVICE DESCRIPTION</th>
<th>FIXED FEE (Years 1-3)</th>
<th>FIXED FEE (Year 4)</th>
<th>FIXED FEE (Year 5)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commissioned Annual Physical without Stress Test</td>
<td>$367.20</td>
<td>$374.54</td>
<td>$382.03</td>
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<tr>
<td>Commissioned Annual Physical with Stress Test</td>
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<td>$447.37</td>
<td>$456.32</td>
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<tr>
<td>Commissioned Pre-hire Physical with Stress Test</td>
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<td></td>
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</tr>
<tr>
<td>Cadet Pre-hire with Stress Test</td>
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<td></td>
<td></td>
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<tr>
<td>Abuse/Neglect Specialist Pre-hire Physical with Stress Test</td>
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<td>$447.37</td>
<td>$456.32</td>
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<tr>
<td>Patrol Service Representative Pre-hire Physical with Stress Test</td>
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<td></td>
<td></td>
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<tr>
<td>Crime Scene Analyst Pre-hire with Stress Test</td>
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<tr>
<td>Commissioned Officer Exit Physical</td>
<td>$162.18</td>
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<tr>
<td>Civilian Pre-hire Physical without Stress Test</td>
<td>$136.68</td>
<td>$139.41</td>
<td>$142.20</td>
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<td>Chest X-ray 1 View</td>
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<td>HIV 1&amp;2_A\B Single Assay</td>
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<tr>
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<tr>
<td>1 Step PPD Skin Test</td>
<td>$25.50</td>
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<tr>
<td>QuantiFERON-TB Gold Test</td>
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<tr>
<td>Venipuncture</td>
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<td>$19.77</td>
<td>$20.16</td>
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</tbody>
</table>

LVMPD's obligation to pay UMC cannot exceed the fixed fee amount for each service. It is expressly understood that the entire work defined in Exhibit A must be completed by UMC and it shall be UMC's responsibility to ensure that hours and tasks are properly budgeted so the entire Project is completed for the said fixed fee.
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and intend to be legally bound thereby.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA    LAS VEGAS METROPOLITAN POLICE DEPARTMENT

By: ____________________________________________   By: ____________________________________________
    Mason VanHouweling                                  Joseph Lombardo
    CEO                                                 Sheriff

APPROVED AS TO FORM:
Santoro Whitmire, Ltd.

By: ____________________________________________
    Andrew J. Glendon, Esq.
    Legal Counsel
EXHIBIT A
SCOPE OF WORK

REQUIREMENTS FOR COMMISSIONED OFFICERS, PATROL SERVICE REPRESENTATIVES, CADETS, CRIME SCENE ANALYSTS, AND ABUSE/NEGLECT SPECIALISTS PRE-EMPLOYMENT AND COMMISSIONED OFFICERS ANNUAL PHYSICALS

EXAMINATIONS:

A. All physical examinations shall be performed by a physician licensed in the State of Nevada. The cardiac stress tests shall be performed in the presence of a physician, registered nurse or technician certified in Basic Life Support (BLS). All pulmonary function tests, electrocardiograms and cardiac stress tests shall be interpreted by a physician with the appropriate clinical expertise.

B. All examinations shall be performed in one facility, thereby not requiring an examinee to travel from one place to another for purposes of completing the examinations.

C. Examinations will be scheduled Monday, Wednesday and Thursday from 7:00a.m. To 7:00p.m., and Tuesday and Friday from 7:00 a.m. to 10:00 p.m., or as otherwise mutually agreed.

TESTING REQUIREMENTS:

A. All tests shall comply with the minimum standards of the Nevada Department of Industrial Insurance Regulations and the State of Nevada Occupational Safety and Health Standard Regulations, and MEDTOX Standards for the Las Vegas Metropolitan Police Department (LVMPD).

B. All pre-employment physical examinations shall be conducted in accordance with the Department's MEDTOX standards.

C. Pulmonary function testing shall be done on a fully automated spirometer and shall be supervised and interpreted by a physician.

D. Audiograms shall be performed by personnel who have been trained and have adequately demonstrated competence in administering audiometric examinations. All tests shall be pure tone at frequencies of 500-6600 Hz. Audio testing shall be done in an area acoustically designed for this purpose. Audio Testing shall be done according to OSHA Regulations, CFR Part 1910, Subpart G., 1910.95.

WRITTEN REPORTS/RESULTS OF TESTS;

A. A physician shall review all test results with the examinee, with special emphasis on all clinically significant abnormalities and suggested follow-up.

B. The LVMPD shall receive copies of all examinations and test results, and a written report to include the following, as applicable:

1. A listing of any clinically significant abnormalities found due to the
testing listed in this agreement.

2. A statement that all abnormalities were reviewed with the examinee and suggested follow-up.

3. A signed statement that the examinee is capable of performing the strenuous work of a Commissioned Officer, Patrol Service Representative; Cadets; Crime Scene Analysts and Abuse and Neglect Specialists.


EXAMINATIONS & TESTING REQUIRED:

A. Previous personal history

B. Complete physical examination, to include:

C. Visual acuity measurements including distant vision, and color perception. Near and distant visual acuity measurements will be taken for new hires and recruits; distant vision will be measured at annual examinations.

D. Audiogram

E. Pulmonary function screening.

F. One (1) View- Posterior/Anterior 14” x 17” Chest X-Ray.

G. Electrocardiogram for all examinees younger than 40 years of age.

H. Cardiac Stress Test (Treadmill/Bike) for all examinees 40 years of age or older and all new hire (Commissioned Officer, Patrol Service Representatives, Cadets, Crime Scene Analysts, and Neglect/Abuse Investigators). Bike test shall be done only at LVMPD’s request.

I. Routine Urinalysis to be performed by UMC. UMC will also prepare a separate specimen taken for drug screen testing administered by the LVMPD Forensic Lab for New-Hire only. Specimen should be labeled, sealed, and refrigerated for pick-up by the LVMPD Forensic Lab on a weekly basis.

J. Complete Blood Count.

K. Profile- One (1) blood chemistry profile which includes Calcium, Phosphorous, Glucose, Uric Acid, Bun, Creatinine, Albumin, SGPT, SGOT, LDH, Globulin, A/G Ratio, Alkaline Phosphates, Total Protein, Total Bilirubin, GGTP, Sodium, Potassium, Chloride, C02, Triglycerides, Cholesterol, Creatinine/BUN Ratio.

L. Lipid panel to include triglycerides, cholesterol, HDL, and LDL.

M. Placement of purified protein derivative (PPD) skin test to screen for Tuberculosis (reading to be done by LVMPD personnel).

N. Hepatitis ABC

O. Digital Rectal Exam for all male examinees 40 years of age or older
P. Fecal Occult Blood for all examinees 40 years of age or older

REQUIREMENTS FOR CIVILIAN PRE-EMPLOYMENT PHYSICALS (EXCEPT PATROL SERVICE REPRESENTATIVES, CADETS, CRIME SCENE ANALYSTS, AND ABUSE/NEGLECT SPECIALISTS WHO RECEIVE A COMMISSIONED OFFICERS PHYSICAL INCLUDING TREADMILL) EXAMINATIONS:

A. All physical examinations shall be performed by physician licensed in the State of Nevada.

B. All examinations shall be performed in one facility, thereby not requiring an examinee to travel from one place to another for purposes of completing the examinations.

C. Examinations will be scheduled on an individual basis.

TESTING REQUIREMENTS:

A. All tests shall comply with the minimum standards of the Nevada Department of Industrial Insurance Regulations and the State of Nevada Occupational Safety and Health Standard Regulations.

WRITTEN REPORTS/RESULTS OF TESTS:

A. A physician shall review all test results with the examinee, with special emphasis on all clinically significant abnormalities and suggested follow-up.

B. The LVMPD shall receive copies of all examinations and test results, and a written report to include the following, as applicable:

   1. A listing of any clinically significant abnormalities, if any are found in the requested testing.
   2. A statement that all abnormalities were reviewed with the examinee and suggested follow-up.
   3. A signed statement that the examinee is acceptable hire

EXAMINATION TESTING REQUIRED:

A. Previous personal history.

B. Reflexes measured during the examination.

C. Weight measured.

D. Blood pressure measured.

E. Temperature measured.

F. Eye examination consisting of reading the eye test chart, and the reading from the color blindness test booklet.
G. Routine Urinalysis to be performed by UMC. UMC will also prepare a separate specimen for drug screen testing administered by the LVMPD Forensic Lab. Specimen should be labeled, sealed, and refrigerated for pick-up by the LVMPD Forensic Lab on a weekly basis.

H. Complete Blood Count.

I. Digital Rectal Exam for all male examinees 40 years of age or older

J. Fecal Occult Blood for all examinees 40 years of age or older

COMMISSIONED OFFICERS EXIT PHYSICAL (NRS 616C.052):

A. Two tuberculosis skin tests and readings
   1. First tuberculosis skin test to be administered during Exit Physical
   2. Second tuberculosis skin test to be administered three (3) months after the Exit Physical
      a. Second test shall be billed separately following administration

B. Hepatitis Comprehensive- includes HbsAG, ANTI-HBs, ANTI-HBc, ANTI-HAV (IgG,Igm), ANTI-HCV
   1. First Hepatitis Comprehensive test to be administered during the Exit Physical
   2. Second and third Hepatitis Comprehensive shall be administered six (6) months and twelve (12) months after Exit Physical
      a. The second and third Hepatitis Comprehensive tests shall be billed separately.
      b. A separate venipuncture charge shall be applied.

C. HIV- includes HTLVIII
   1. First HIV test to be administered during the Exit Physical
   2. Second and Third HIV shall be administered six (6) months and twelve (12) months after Exit Physical
      a. The second and third HIV tests shall be billed separately.
      b. A separate venipuncture charge shall be applied.

OPTIONAL TESTING

A. All optional testing must be consulted with and approved in accordance with the LVMPD Medical Director.
   1. When required, UMC shall administer a Two (2) View Chest X-ray.
   2. When required, UMC shall administer a One (1) View Chest X-ray.
   3. When required, UMC shall administer HIV 1&2 AB Single Assay.
4. When required, UMC shall administer Hepatitis ABC Comprehensive Profile.

5. When required, UMC shall administer 1 Step TB Skin Test.

6. When required, UMC shall administer Quantiferon TB Blood Test.
   a. A separate venipuncture charge shall be applied.
UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

<table>
<thead>
<tr>
<th>Issue:</th>
<th>Receive Training on Compliance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Petitioner:</td>
<td>Mason VanHouweling, Chief Executive Officer</td>
</tr>
<tr>
<td>Back-up:</td>
<td>Clerk Ref. #</td>
</tr>
</tbody>
</table>

Recommendation:

That the Governing Board receives annual required training from Rani Gill, Compliance Officer, on compliance for hospital governing boards. *(For possible action)*

FISCAL IMPACT:

None

BACKGROUND:

Respectfully submitted,

[Signature]

Mason VanHouweling
Chief Executive Officer

Cleared for Agenda
June 27, 2017

Agenda Item #

15
2018 Governing Board Annual Compliance Training
“Where Does Compliance Fit In Your World?”

Rani Gill, CHC
UMC Compliance Officer
Compliance is A Constant Balance

REGULATORY CHANGE
Annual Final Rules
DRG/HCPCS/CPT Changes
New Exceptions
New Safe Harbors
Interpretations and Opinions

PROVIDER CHANGE
New Service Lines
Contracts
ACOs
Marketing Efforts
EHR Initiatives and Changes
Quality Initiatives

COMPLIANCE OFFICERS: Compliance Officers have to be aware of provider and regulatory changes. Every compliance review, guidance or investigation has to identify and apply whatever rule was in place at the time of the event.

GOVERNING BOARDS: Never assume that what you have seen before that was compliant is compliant today. Know the questions to ask.
Where Does Compliance Fit In Your World?

• Proactive Board involvement – Asking the right questions
• Embed compliance activities into on-going business processes

• Strategic Planning
• Audit and Finance
• Human Resources and Executive Compensation
• Clinical Quality and Professional Affairs
• Governing Board
Strategic Planning

- **Physician Recruitment**
  - Stark Law

- **Addition of New Services**
  - Billing
  - Contracted staff or NPPs
  - Compliance involvement in planning stages

- **Expansion of Facilities**
  - Distance and location matters
  - Contracted staff or NPPs
  - Incentives

- **Marketing of New Services and Growth of Market Share**
  - Beneficiary inducement
  - Stark Law
  - Billing and associated risks
Audit & Finance

• **Increasing Payer Mix**
  • Beneficiary Inducement
  • Stark Law

• **Professional Service Agreements and Leases**
  • Stark Law requirements
  • Conflicts of Interest
    • Physician Ownership or Interests
  • Fair Market Value
  • Commercial Reasonableness

• **New Equipment**
  • Discounts/Free items
  • Transparency
  • Conflicts of Interest
    • Who recommended the equipment purchase? Do they have a financial interest in the company?
Human Resources and Executive Compensation

- **Physician Employment Agreements and Compensation Plans**
  - Stacking

- **Mission**
  - Compliance integrated

- **Conflicts of Interests**
  - Employee disclosures of financial relationships

- **Resignation and Surveys**
  - Compliance component in survey
  - Compliance component during exit interview
Clinical Quality and Professional Affairs

• **Quality Based Financial Incentives for Physicians**
  • How can incentives of hospitals and physicians be aligned without violating fraud and abuse laws?
  • Rewarding physicians financially for achieving quality incentives is becoming more common

• **False Claims Act**
  • A “failure of care” might equate to services not rendered or grossly substandard services which means a hospital cannot bill for it

• **Conditions of Participation**
  • Patient Choice

• **Conditions of Payment**
  • Attestations
Governing Board

• **Ultimate Responsibility**
  - Reasonable Oversight
    - The process the Board follows in establishing that it had access to sufficient information and that it has asked appropriate questions which are most critical to meeting its “*duty of care*”
  - Encourage accountability
    - Compliance is an enterprise-wide responsibility
  - Fully support program to meet/address the needs and risks of the organization
  - Is compliance evident in items coming before the Board and included in any discussions when appropriate?

• **Awareness of relevant and emerging regulatory risks**
Questions?
### AGENDA ITEM

**Issue:** Receive a Presentation on Cath Lab Financials  
**Back-up:**  

**Petitioner:** Mason VanHouweling, Chief Executive Officer  
**Clerk Ref. #**  

**Recommendation:**  
That the Governing Board receive a presentation on Cath Lab financials from Vick Gill, Associate Administrator. *(For possible action)*

---

**FISCAL IMPACT:**

None

**BACKGROUND:**

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Respectfully submitted,

Mason VanHouweling  
Chief Executive Officer

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Cleared for Agenda  
June 27, 2018

Agenda Item # 16
## Cath Lab Overview

### Cardiac Cath Lab Services

| Cath Lab Overview | • Replacement of Cardiac Cath labs  
| | • Cath Lab 3 installed in 2004 and nonoperational since 2014  
| | • Cath Lab 1 installed 2010 (Toshiba) end of life usage  
| | • Cath Lab 2 installed 2015 (Philips) utilized as the primary Cath Lab  
| | • Limited ability to perform Electrophysiology (EP) procedures |

| Project Description | • Replace Cath Lab with state-of-the-art Philips Cath Lab  
| | • First to market technology with ability to perform EP studies  
| | • Remodel Cath Lab area to improve workflow and procedure room space |

| Objectives of the Project | • Enhance cardiac service line with latest technology  
| | • Improve fellowship training opportunities, prevent outmigration  
| | • Capture volume with larger amount of functional labs  
| | • Expand services for EP procedures  
| | • Meet strategic plan initiatives |

| Expected Results of the Project | • Meet the needs of the community  
| | • Increased market share in cardiac services |
Philips Azurion 7 C20 for Cath/EP
12” vs. 10” flat detector
Enabling more anatomy with a small size detector
Advanced imaging in cardiology

<table>
<thead>
<tr>
<th>Field of View</th>
<th>12” Detector</th>
<th>10” Detector</th>
</tr>
</thead>
<tbody>
<tr>
<td>FD12: 30, 27, 22, 19, 15, cm</td>
<td>16 bit</td>
<td>154 micron pixel</td>
</tr>
<tr>
<td>FD10: 25, 20, 15 cm</td>
<td>14 bit</td>
<td>184 micron pixel</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Housing Size</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>FD12: 37 x 34 x 7 cm</td>
<td></td>
</tr>
<tr>
<td>FD10: 35 x 32 x 10 cm</td>
<td></td>
</tr>
</tbody>
</table>
The heart operates through a conduction of electrical impulses throughout the heart.

Abnormalities of this system create complications for patients.

Ablate (burn) portions of the heart in patients with arrhythmias (i.e., Afib).

Implant cardiac devices to regulate beating of heart (pacemakers, defibrillators, etc.).
Proposal: By replacing current end of life with first to market equipment in the lab and including EP technology, the Cardiology Department will have two state-of-the-art Cath labs which will allow for increased volumes, new service line growth, and provide the resources to train fellows in-house.

Summary Overview of Cath Lab Renovation

• Projected opening: January 2019

• Replacement of current end of life Cath Lab equipment

• Expand cardiac service line with latest technology

• Enhance cardiology fellowship training

• Increase capacity for cardiac procedures and prevent outmigration

• Expand services for EP procedures

Resource Highlights

<table>
<thead>
<tr>
<th>Facilities:</th>
<th>$ 2.2M</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction</td>
<td>$ 2.2M</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Equipment:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Phillips Azurion C12/C20:</td>
<td>$ 2.1M</td>
</tr>
<tr>
<td>Abbott Precision (EP):</td>
<td>$ 570K</td>
</tr>
</tbody>
</table>

Total: $ 4.9M
Proforma Assumptions (Clinic only):

Volume:
- Assuming 5% OP Cath Lab overflow volume, while adding 9 EP Lab procedures per month
  - Year 1 forecast: 81 OP Cath Lab overflow procedures and 108 EP Lab
- Assuming 3% volume increase year-over-year in all areas

Net Revenue:
- EP Lab included 2 inpatient DRGs and 4 Outpatient CPTs
  - Op Cath Lab overflow – used current payor mix
  - EP Lab – used current Medicare reimbursement schedule
- Net Revenue increased by 2% year-over-year

Expenses:
- Annual Salary and Benefit increase of 4%
  - Clinical staff increased in year 6-10 to handle volume increase
  - Overtime, Standby, On Call, etc are included in this forecast
- Medical Supplies (including Pharmacy) increased by 2% annually while non medical supplies are increased by 3% annually

Other Notes:
- Initial Outlay is <$5M which includes construction Turnkey and all equipment
- Internal Rate of Return (IRR) yields positive results around 6.5 years
### EP Cath Lab
#### Proforma Statement of Revenue and Expenses
##### 5 Year Proforma Forecast

<table>
<thead>
<tr>
<th></th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Year 4</th>
<th>Year 5</th>
<th>5 Year Total</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>UNITS/VOLUME</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tests/Services</td>
<td>189</td>
<td>195</td>
<td>201</td>
<td>207</td>
<td>213</td>
<td>1,003</td>
</tr>
<tr>
<td><strong>REVENUE</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Projected Net Revenue</td>
<td>2,545,470</td>
<td>2,674,271</td>
<td>2,761,633</td>
<td>2,851,975</td>
<td>2,945,408</td>
<td>13,778,758</td>
</tr>
<tr>
<td><strong>OPERATING EXPENSE</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Expense</td>
<td>2,330,306</td>
<td>2,435,551</td>
<td>2,498,758</td>
<td>2,564,113</td>
<td>2,631,702</td>
<td>12,460,430</td>
</tr>
<tr>
<td><strong>(Profit / (Loss))</strong></td>
<td>215,165</td>
<td>238,720</td>
<td>262,874</td>
<td>287,863</td>
<td>313,705</td>
<td>1,318,327</td>
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</tbody>
</table>
UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

<table>
<thead>
<tr>
<th>Issue: Report from Governing Board Strategic Planning Committee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Petitioner: Mason VanHouweling, Chief Executive Officer</td>
</tr>
<tr>
<td>Back-up: Clerk Ref. #</td>
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</tbody>
</table>

Recommendation:

That the Governing Board receive a report from the Governing Board Strategic Planning Committee and take any action deemed appropriate. *(For possible action)*

FISCAL IMPACT:

None

BACKGROUND:

The Governing Board will receive a report on the June 1, 2018 Governing Board Strategic Planning Committee meeting.

Respectfully submitted,

Mason VanHouweling
Chief Executive Officer

Cleared for Agenda
June 27, 2018

Agenda Item #17
UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

<table>
<thead>
<tr>
<th>Issue: Report from Governing Board Clinical Quality and Professional Affairs Committee</th>
<th>Back-up:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Petitioner: Mason VanHouweling, Chief Executive Officer</td>
<td>Clerk Ref. #</td>
</tr>
</tbody>
</table>

Recommendation:

That the Governing Board receive a report from the Clinical Quality and Professional Affairs Committee and take any action deemed appropriate. *(For possible action)*

FISCAL IMPACT:

None

BACKGROUND:

The Governing Board will receive a report on the June 11, 2018 Governing Board Clinical Quality and Professional Affairs Committee meeting.

Respectfully submitted,

Mason VanHouweling
Chief Executive Officer

Cleared for Agenda
June 27, 2018

Agenda Item #

18
UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

<table>
<thead>
<tr>
<th>Issue:</th>
<th>Report from Governing Board Audit and Finance Committee</th>
<th>Back-up:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Petitioner:</td>
<td>Mason VanHouweling, Chief Executive Officer</td>
<td>Clerk Ref. #</td>
</tr>
</tbody>
</table>

Recommendation:

That the Governing Board receive a report from the Governing Board Audit and Finance Committee and take any action deemed appropriate. *(For possible action)*

FISCAL IMPACT:

None

BACKGROUND:

The Governing Board will receive a report on the June 20, 2018 Governing Board Audit and Finance Committee meetings.

Respectfully submitted,

Mason VanHouweling
Chief Executive Officer

Cleared for Agenda
June 27, 2018

Agenda Item # 19
## UNIVERSE MEDICAL CENTER OF SOUTHERN NEVADA
### GOVERNING BOARD
#### AGENDA ITEM

<table>
<thead>
<tr>
<th>Issue:</th>
<th>Monthly Financial Report for May 2018</th>
<th>Back-up:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Petitioner:</td>
<td>Mason VanHouweling, Chief Executive Officer</td>
<td>Clerk Ref. #</td>
</tr>
</tbody>
</table>

### Recommendation:

That the Governing Board receive the monthly financial report for May 2018, and take any action deemed appropriate. *(For possible action)*

### FISCAL IMPACT:

None

### BACKGROUND:

The Chief Financial Officer will present the financial reports for May 2018.

Respectfully submitted,

Mason VanHouweling  
Chief Executive Officer

Cleared for Agenda  
June 27, 2018

Agenda Item #  
20
## FY 2018 Income Summary – May

### Net hospital revenue

<table>
<thead>
<tr>
<th></th>
<th>Actual</th>
<th>Budget</th>
<th>$ Variance</th>
<th>% Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Net Patient Revenue</strong></td>
<td>$54,599,161</td>
<td>$53,768,199</td>
<td>$830,962</td>
<td>1.5%</td>
</tr>
<tr>
<td><strong>Net Other Revenue</strong></td>
<td>$1,153,411</td>
<td>$1,338,470</td>
<td>($185,059)</td>
<td>(13.8%)</td>
</tr>
<tr>
<td><strong>Total Operating Expenses</strong></td>
<td>$55,685,928</td>
<td>$53,831,136</td>
<td>$1,854,792</td>
<td>1.2%</td>
</tr>
<tr>
<td><strong>Income / (Loss) from Operations</strong></td>
<td>$66,644</td>
<td>$1,275,533</td>
<td>($1,208,889)</td>
<td>(94.8%)</td>
</tr>
</tbody>
</table>

- Accruing $900K/month for DSH adjustment for FY18, currently at $9.9M ($900K/month x 11 months). FY15/FY16/FY17 reserved at $36.6M, $7.9M for FY15, $18.1 for FY16 and $10.6 for FY17.

- Medicare Case mix index down from PY by 9.1%, Impact of ($681K)
# Expense: Salaries, Wages & Benefits

<table>
<thead>
<tr>
<th></th>
<th>Actual</th>
<th>Budget</th>
<th>Variance</th>
<th>% Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salaries</td>
<td>$22,045,263</td>
<td>$21,544,275</td>
<td>$500,988</td>
<td>2.3%</td>
</tr>
<tr>
<td>Benefits</td>
<td>$10,177,220</td>
<td>$9,450,797</td>
<td>$726,423</td>
<td>7.7%</td>
</tr>
<tr>
<td>Overtime</td>
<td>$966,080</td>
<td>$516,204</td>
<td>$449,877</td>
<td>87.2%</td>
</tr>
<tr>
<td>Contract Labor</td>
<td>$146,024</td>
<td>$41,667</td>
<td>$104,358</td>
<td>250.5%</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$33,334,589</td>
<td>$31,552,943</td>
<td>$1,781,645</td>
<td>5.6%</td>
</tr>
</tbody>
</table>

- **$726K – Benefits** (Retirement $512K and Group Insurance $287K)
- **$450K – Overtime** (Med Surg, ED, and Environmental Services)

<table>
<thead>
<tr>
<th>Month</th>
<th>Dollars spent on Overtime</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jul-17</td>
<td>$1,181,009</td>
</tr>
<tr>
<td>Aug-17</td>
<td>$1,152,041</td>
</tr>
<tr>
<td>Sep-17</td>
<td>$1,059,787</td>
</tr>
<tr>
<td>Oct-17</td>
<td>$872,657</td>
</tr>
<tr>
<td>Nov-17</td>
<td>$882,085</td>
</tr>
<tr>
<td>Dec-17</td>
<td>$803,479</td>
</tr>
<tr>
<td>Jan-18</td>
<td>$767,660</td>
</tr>
<tr>
<td>Feb-18</td>
<td>$788,854</td>
</tr>
<tr>
<td>Mar-18</td>
<td>$934,686</td>
</tr>
<tr>
<td>Apr-18</td>
<td>$841,630</td>
</tr>
<tr>
<td>May-18</td>
<td>$966,080</td>
</tr>
</tbody>
</table>

*Page 283 of 292*
## Expense Summary

<table>
<thead>
<tr>
<th>Category</th>
<th>Actual</th>
<th>Budget</th>
<th>Variance</th>
<th>% Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Supplies</td>
<td>$8,101,086</td>
<td>$7,934,600</td>
<td>$166,486</td>
<td>2.1%</td>
</tr>
<tr>
<td>Professional Fees</td>
<td>$3,659,728</td>
<td>$3,649,381</td>
<td>$10,347</td>
<td>0.3%</td>
</tr>
<tr>
<td>Purchased Services</td>
<td>$6,060,824</td>
<td>$5,763,754</td>
<td>$297,070</td>
<td>5.2%</td>
</tr>
<tr>
<td>Depreciation &amp; Amortization</td>
<td>$1,691,762</td>
<td>$1,914,572</td>
<td>($222,810)</td>
<td>(11.6%)</td>
</tr>
<tr>
<td>Repairs &amp; Maintenance</td>
<td>$697,907</td>
<td>$580,120</td>
<td>$117,787</td>
<td>20.3%</td>
</tr>
<tr>
<td>Utilities</td>
<td>$227,199</td>
<td>$364,727</td>
<td>($137,528)</td>
<td>(37.7%)</td>
</tr>
<tr>
<td>Other Expenses</td>
<td>1,199,382</td>
<td>$1,352,872</td>
<td>($153,490)</td>
<td>(11.3%)</td>
</tr>
<tr>
<td>Rental/Leases</td>
<td>$713,452</td>
<td>$718,166</td>
<td>($4,714)</td>
<td>(0.7%)</td>
</tr>
</tbody>
</table>
### Key Indicators/Stats

<table>
<thead>
<tr>
<th>Current Month</th>
<th>Actual</th>
<th>Budget</th>
<th>Variance</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>APDs</td>
<td>15,767</td>
<td>16,959</td>
<td>(1,192)</td>
<td>(7.0%)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Current Month</th>
<th>Actual</th>
<th>Prior Year</th>
<th>Variance</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Admissions</td>
<td>2,037</td>
<td>1,833</td>
<td>204</td>
<td>11.1%</td>
</tr>
<tr>
<td>ADC</td>
<td>374</td>
<td>382</td>
<td>(8)</td>
<td>(2.1%)</td>
</tr>
<tr>
<td>ALOS (Admits)</td>
<td>5.45</td>
<td>5.80</td>
<td>(0.4)</td>
<td>(6.0%)</td>
</tr>
<tr>
<td>Hospital CMI</td>
<td>1.67</td>
<td>1.76</td>
<td>(0.1)</td>
<td>(5.1%)</td>
</tr>
<tr>
<td>Medicare CMI</td>
<td>2.01</td>
<td>2.21</td>
<td>(0.2)</td>
<td>(9.0%)</td>
</tr>
<tr>
<td>IP Surgery Cases</td>
<td>839</td>
<td>636</td>
<td>203</td>
<td>31.9%</td>
</tr>
<tr>
<td>OP Surgery Cases</td>
<td>504</td>
<td>532</td>
<td>(28)</td>
<td>(5.3%)</td>
</tr>
<tr>
<td>Total ER Visits</td>
<td>9,783</td>
<td>10,830</td>
<td>(1,047)</td>
<td>(9.7%)</td>
</tr>
<tr>
<td>ED to Admission</td>
<td>11.1%</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>ED to Observation</td>
<td>11.5%</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Quick Cares</td>
<td>14,014</td>
<td>13,895</td>
<td>119</td>
<td>0.9%</td>
</tr>
<tr>
<td>Primary Care</td>
<td>5,237</td>
<td>5,507</td>
<td>(270)</td>
<td>(4.9%)</td>
</tr>
<tr>
<td></td>
<td>July</td>
<td>Aug</td>
<td>Sept</td>
<td>Oct</td>
</tr>
<tr>
<td>----------------------</td>
<td>---------</td>
<td>---------</td>
<td>---------</td>
<td>---------</td>
</tr>
<tr>
<td>APDs</td>
<td>16,214</td>
<td>16,451</td>
<td>16,533</td>
<td>16,039</td>
</tr>
<tr>
<td>Total Admissions</td>
<td>1,748</td>
<td>1,797</td>
<td>1,803</td>
<td>1,838</td>
</tr>
<tr>
<td>ADC</td>
<td>386</td>
<td>405</td>
<td>394</td>
<td>387</td>
</tr>
<tr>
<td>ALOS (Adm)</td>
<td>6.21</td>
<td>6.02</td>
<td>6.07</td>
<td>5.77</td>
</tr>
<tr>
<td>Hospital CMI</td>
<td>1.68</td>
<td>1.75</td>
<td>1.72</td>
<td>1.74</td>
</tr>
<tr>
<td>Medicare CMI</td>
<td>1.83</td>
<td>1.93</td>
<td>2.05</td>
<td>1.97</td>
</tr>
<tr>
<td>IP Surgery Cases</td>
<td>705</td>
<td>682</td>
<td>650</td>
<td>748</td>
</tr>
<tr>
<td>OP Surgery Cases</td>
<td>525</td>
<td>555</td>
<td>547</td>
<td>541</td>
</tr>
<tr>
<td>Total ER Visits</td>
<td>9,883</td>
<td>9,918</td>
<td>9,557</td>
<td>9,521</td>
</tr>
<tr>
<td>ED to Admission</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>ED to Observation</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Quick Care</td>
<td>10,134</td>
<td>11,697</td>
<td>11,918</td>
<td>12,931</td>
</tr>
<tr>
<td>Primary Care</td>
<td>3,268</td>
<td>4,017</td>
<td>4,247</td>
<td>5,060</td>
</tr>
</tbody>
</table>
FY 2018 Capital Snapshot

- FY17 – Carry forward: $12.3M; Committed & Remaining to be spent: $1.8M
- FY18 – Budget: $31.0M
- FY18 – Spent to date: $9.0M
- FY18 – Committed Funds: $16.8M
**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA**  
**GOVERNING BOARD**  
**AGENDA ITEM**

<table>
<thead>
<tr>
<th>Issue:</th>
<th>UNLV School of Medicine Dean’s Update</th>
<th>Back-up:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Petitioner:</td>
<td>Mason VanHouweling, Chief Executive Officer</td>
<td>Clerk Ref. #</td>
</tr>
</tbody>
</table>

**Recommendation:**

That the Governing Board receive an update on the University of Nevada Las Vegas School of Medicine; and take any action deemed appropriate. *(For possible action)*

**FISCAL IMPACT:**

None

**BACKGROUND:**

The Governing Board will receive an update from Barbara Atkinson, Dean of the University Of Nevada Las Vegas School Of Medicine.

Respectfully submitted,

Mason VanHouweling  
Chief Executive Officer

Cleared for Agenda  
June 27, 2018

Agenda Item #  
21
## UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
### GOVERNING BOARD
#### AGENDA ITEM

<table>
<thead>
<tr>
<th>Issue:</th>
<th>CEO Update</th>
<th>Back-up:</th>
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<tbody>
<tr>
<td><strong>Petitioner:</strong></td>
<td>Mason VanHouweling, Chief Executive Officer</td>
<td>Clerk Ref. #</td>
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</table>

**Recommendation:**

That the Governing Board receive an update from the Hospital CEO; and take any action deemed appropriate. *(For possible action)*

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**FISCAL IMPACT:**

None

**BACKGROUND:**

The Governing Board will receive an update from Mason VanHouweling, Chief Executive Officer, UMC.

Respectfully submitted,

Mason VanHouweling  
Chief Executive Officer

Cleared for Agenda  
June 27, 2018

Agenda Item # 22
• Lab
  – State of the Art Siemens equipment – construction started Monday, completion mid-November
  – TEG testing system for blood coagulation in Trauma, Cardiac Surgery and Anesthesia allowing for more efficient use of blood products

• Cath Lab Upgrades
  – Construction finishes June 2019

• Surgery
  – ExcelciusGPS Robotic Surgery for minimally-invasive placement of hardware in spine cases

• UNLV School of Medicine
  – 17 Clinics now on EPIC after successful go-live allowing for better continuity of care between UMC and UNLV

• ED Expansion
  – State Inspection July 11

• Healthcare Financial Management Association
  – Represented UMC with October 1st presentation

• Dr. Dale Carrison
<table>
<thead>
<tr>
<th>Issue:</th>
<th>Emerging Issues</th>
</tr>
</thead>
<tbody>
<tr>
<td>Petitioner:</td>
<td>Mason VanHouweling, Chief Executive Officer</td>
</tr>
<tr>
<td>Recommendation:</td>
<td>That the Governing Board identify emerging issues to be addressed by staff or by the Board at future meetings; and direct staff accordingly. <em>(For possible action)</em></td>
</tr>
</tbody>
</table>

**FISCAL IMPACT:**
None

**BACKGROUND:**
None

Respectfully submitted,

Mason VanHouweling
Chief Executive Officer

Cleared for Agenda
June 27, 2018

Agenda Item #: 23