

Audit and Finance Committee

AGENDA

University Medical Center of Southern Nevada
GOVERNING BOARD
AUDIT & FINANCE COMMITTEE
January 22, 2020 2:00 p.m.
800 Hope Place, Las Vegas, Nevada
UMC Trauma Building, ProVidence Suite (5th Floor)

Notice is hereby given that a meeting of the UMC Governing Board Audit & Finance Committee has been called and will be held at the time and location indicated above, to consider the following matters:

This meeting has been properly noticed and posted in the following locations:

University Medical Center 1800 W. Charleston Blvd. Las Vegas, NV (Principal Office)	CC Government Center 500 S. Grand Central Pkwy. Las Vegas, NV	Third Street Building 309 S. Third St. Las Vegas, NV	Regional Justice Center 200 Lewis Ave., 1st Flr. Las Vegas, NV
City of Las Vegas 495 S. Main St. Las Vegas, NV	City of Henderson 240 Water St. Henderson, NV		

- The main agenda is available on University Medical Center of Southern Nevada's website http://www.umcsn.com. For copies of agenda items and supporting back-up materials, please contact Andi Lou at (702) 383-2297. The Audit & Finance Committee may combine two or more agenda items for consideration.
- Items on the agenda may be taken out of order.
- The Audit & Finance Committee may remove an item from the agenda or delay discussion relating to an item at any time.

SECTION 1: OPENING CEREMONIES

CALL TO ORDER

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 Committee 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 Committee wishes to extend the length of a presentation, this will be done by the Chair or the Committee by majority vote.

2. Approval of minutes of the regular meeting of the UMC Governing Board Audit and Finance Committee meeting of December 11, 2019. *(For possible action).*

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

SECTION 2: BUSINESS ITEMS

4. Receive the monthly financial report for November and December FY20; and direct staff accordingly. *(For possible action)*

5. Receive an update report from the Chief Financial Officer; and direct staff accordingly. *(For possible action)*

6. Review and recommend for approval by the Governing Board the First Amendment to the Hospital Participation Agreement with Laughlin Healthcare Coalition; and take action as deemed appropriate. *(For possible action)*

7. Review and recommend for approval by the Governing Board the Acknowledgement Form for reference laboratory testing services with Laboratory Corporation of America Holdings and its subsidiaries (LabCorp); authorize the Chief Executive Officer to execute future amendments within his delegation of authority; and take action as deemed appropriate. *(For possible action)*

8. Review and recommend for approval by the Governing Board the Client Agreement with FocusOne Solutions, LLC for temporary labor staffing services; authorize the Chief Executive Officer to exercise the extension option; and take action as deemed appropriate. *(For possible action)*

9. Review and recommend for approval by the Governing Board the Pricing Agreement with Northfield Medical, Inc. to provide repair of surgical instruments; and take action as deemed appropriate. *(For possible action)*

10. Review and recommend for approval by the Governing Board the Provider Agreement between Alireza Farabi, M.D., PC and University Medical Center of Southern Nevada for primary care and infectious disease medical services to Ryan White participants; authorize the Chief Executive Officer to exercise any extension options; and take action as deemed appropriate. *(For possible action)*

11. Review and recommend for approval by the Governing Board the End User License Agreement and related documents with Imprivata, Inc.; authorize the Chief Executive Officer to exercise any extension options; and take action as deemed appropriate. *(For possible action)*

12. Review and recommend for approval by the Governing Board the documents for the purchase of a Zenition 70 Mobile C-Arm with Philips Healthcare; and take action as deemed appropriate. (For possible action)

13. Review and recommend for approval by the Governing Board the Philips RightFit Primary Service Agreement with Philips Healthcare; and take action as deemed appropriate. (For possible action)

14. Review and recommend for approval by the Board of Hospital Trustees for University Medical Center of Southern Nevada the agreements with Philips Healthcare, a division of Philips North America LLC for the Philips Monitors Enterprise; authorize the CEO to sign any future change orders within his delegated authority; and take action as deemed appropriate. *(For possible action)*

15. Review and recommend for approval by the Board of Hospital Trustees for University Medical Center of Southern Nevada, the Primary Commitment Agreement for Acute Care and Surgery Centers with Medline Industries, Inc. for medical/surgical products distribution services; authorize the Chief Executive Officer to exercise any extension options; and take action as deemed appropriate. *(For possible action)*

16. Review and recommend for approval by the Governing Board the agreements related to the Nuclear Medicine Room project with Siemens Medical Solutions USA, Inc.; and take action as deemed appropriate. *(For possible action)*

17. Review and recommend for approval by the Governing Board the Freight Management Agreement and Amendment No. 1 between Cardinal Health 200, LLC and University Medical Center of Southern Nevada; authorize the Chief Executive Officer to exercise any extension options; and take action as deemed appropriate. *(For possible action)*

18. Review and recommend for approval by the Governing Board the Wireless Devices & Services Agreement between T-Mobile USA Inc., and University Medical Center of Southern Nevada; authorize the Chief Executive Officer to exercise any extension options; and take action as deemed appropriate. *(For possible action)*

SECTION 3: EMERGING ISSUES

19. Identify emerging issues to be addressed by staff or by the Audit and Finance Committee 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 Committee'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 Committee's action and jurisdiction.

UMC ADMINISTRATION KEEPS THE OFFICIAL RECORD OF ALL PROCEEDINGS OF UMC GOVERNING BOARD AUDIT & FINANCE COMMITTEE. 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 UMC ADMINISTRATION. IF MATERIALS ARE TO BE DISTRIBUTED TO THE COMMITTEE, PLEASE PROVIDE SUFFICIENT COPIES FOR DISTRIBUTION TO UMC ADMINISTRATION.

THE COMMITTEE MEETING ROOM IS ACCESSIBLE TO INDIVIDUALS WITH DISABILITIES. WITH TWENTY-FOUR (24) HOUR ADVANCE REQUEST, A SIGN LANGUAGE INTERPRETER MAY BE MADE AVAILABLE (PHONE: 702-765-7949).

University Medical Center of Southern Nevada
Governing Board Audit and Finance Committee Meeting
December 11, 2019

UMC Providence Suite
Trauma Building, 5th Floor
800 Hope Place
Las Vegas, Clark County, Nevada

The University Medical Center Governing Board Audit and Finance Committee met at the location and date above, at the hour of 2:00 p.m. The meeting was called to order at the hour of 2:01 p.m. by Chair Robyn Caspersen and the following members were present, which constituted a quorum.

CALL TO ORDER

Board Members:

Present:
Robyn Caspersen
Jeff Ellis (Via phone- joined @ 2:06)
Mary Lynn Palenik (Via Phone)
Dr. Donald Mackay
Christian Haase (Via Phone)

Others Present
Barbara Fraser

Absent:
Harry Hagerty

Others Present:
Tony Marinello, Chief Operating Officer
Jennifer Wakem, Chief Financial Officer
Marcia Turner, Chief Administrative Officer
Lonnie Richardson, Chief Information Officer
Deb Fox, Chief Nursing Officer
Susan Pitz, General Counsel
Vick Gill, Associate Administrator
Patricia Scott, Executive Director
Rose Coker, Director, Managed Care
Jacqueline Saites, Director, Contracts Management
Lia Allen, Attorney
Andi Lou, Administrative Assistant

SECTION 1. OPENING CEREMONIES

ITEM NO. 1 PUBLIC COMMENT

Committee Chair Caspersen asked if there were any persons present in the audience wishing to be heard on any item on this agenda.

Speaker(s): None

ITEM NO. 2 Approval of minutes of the regular meeting of the UMC Governing Board Audit and Finance Committee meeting on November 13, 2019. *(For possible action)*

Change to reflect Barbara Fraser was present at the meeting and Dr. Mackay mentioned a grammatical error under Discussion: Item 11, to change word from "departed" to "department."

FINAL ACTION: A motion was made by Dr. Mackay that the minutes be approved as amended. Motion carried by unanimous vote.

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

FINAL ACTION: A motion was made by Dr. Mackay that the agenda be approved. Motion carried by unanimous vote.

SECTION 2. BUSINESS ITEMS

ITEM NO. 4 Receive the monthly financial report for October FY20; and direct staff accordingly. *(For possible action)*

DOCUMENTS SUBMITTED:
- October FY20

DISCUSSION: Jennifer Wakem, Chief Financial Officer presented the financials for October.

Very good month financially
Total admissions were 243 below budget, almost 12%. Admissions did improve about 16% from prior month
CMI is down 5.5%.
Medicare CMI is down 22%
In-patient surgery cases were down 9.5%.
Out-patient surgery cases over budget 9%.
ER visits up 10% from budget. Increase is due to Pediatric visits.
Conversion rate is 5.9%, this is the lowest that we have seen.
Conversion of patients moving up to the floors is down 20%.
Quick Care visits above budget 12.5 %.
Primary Care was down 5%.

Discussion ensued between members regarding the tenure of QC physicians with regards to succession planning.

Mrs. Wakem explained the next slide discussion for Net Revenue is per the request from the board to use the 12-month average for trending stats.

Admissions is down 12%. Current month is 1796, almost 200 below the 12-month average.
Case mix index is 1.72%. The 12-month average is 1.83%.
Medicare case mix index is 1.67% and 12-month average is 2.18%.
Inpatient surgeries are 755 cases and 12- month average is 808 cases, below by 63%
Outpatient surgeries was above the 12-month average by 87%.
ER visits is 261 more than the 12-month average.
ED to OBS or Admission, the conversion rate is 20% and have been running about 23%, this is below 3%.
QCs is above the 12-month average with 200 visits.

Member Ellis asked have we seen an impact due to the flu season. Mr. Marinello stated we have seen a little increase. Per Deb Fox, increase in Pediatric ED, but nothing significant. Outpatient clinics have seen a slight increase.

Patient Revenue is down due to volume (admits down 12% and CMI down 5.5%); Federal Supplemental is flat with budget.
Other revenue is up due to 340B; estimated booked for the period July thru October. 340B vendor switched in July.

A discussion between Chair Caspersen and Ms. Wakem followed regarding if this revenue will affect the June 30, 2020 accruing of revenue or will it show 12-months of other revenue. It was noted this revenue is a delay in receiving payment and will be recorded in Period 13, which will be a true up of or a refining of the adjustment that is accrued in June 30 to close.

Another key driver in revenue is Silver State ACO payments, we did receive payment of $425,000 for the month, a benefit to us for October.

Dr. Mackay asked about net days in accounts receivable, regarding the pay for Commercial vs. Medicare. Medicaid pays us within 7 days, Medicare pays us within 14 days and commercials does take longer, usually more than 30 days depending on which payer.

Discussion ensued regarding November financials.

ITEM NO. 5 Receive an update report from the Chief Financial Officer; and direct staff accordingly. *(For possible action)*

DOCUMENTS SUBMITTED:
- None submitted

DISCUSSION: Ms. Wakem updated on the October 1, 2019 DSH cuts delayed until Nov and recently learned they are further delayed to Dec. 2020. This is good news.

Regarding, CMS price transparency, a recent CMS final rule requires hospitals to post 5 types of standard charges. CFO will continue to provide updates.

AB469 - Ban on Balance Billing goes into effect Jan 1st, 2020. This regulation prohibits an out of network hospital from collecting from a patient covered by a health insurance policy an amount for medically necessary emergencies that exceeds their co-payment and their co-insurance. This will protect the patient that comes to a hospital where you don't have a contract in place. UMC only has one payer that this will affect and we are in negotiations and should be completed in Jan.

Nevada Medicaid rates are increasing effective Jan 1st, 2020.

Member Ellis asked, is that only a fee for service from Medicaid?
Per Ms. Wakem, that is correct, however the managed Medicaid typically points to the fee for service.

We were contacted by the State and informed the Desert Hills Rehabilitation facility was closing and the residents could be displaced. The UMC Executive team, including Case Management, Social Services and HR went to the facility to assist in helping them any way we can and to find places for the residents to go. UMC's Case Management Manager, Pam did a fantastic job. She worked with community partners and we were able to place all 23 residents in other post-acute facilities. Good job team!

FINAL ACTION TAKEN: None taken

ITEM NO. 6 Review and recommend for approval by the Governing Board Hospital Services Agreement between Health Services Coalition and University Medical Center of Southern Nevada; and take action as deemed appropriate. *(For possible action)*

DOCUMENTS SUBMITTED:
- HSC Hospital Services Agreement

DISCUSSION: Rose Coker, Director of Managed Care, explained Health Services Coalition is UMC's second largest payer for managed care. They have approximately 306,000 lives and they consist of 26 self-funded group members. Volume is over 6600 accounts for UMC, which includes Inpatient, Outpatient, and ER; however, not contracted for our Primary and Urgent care. Goes into effect Jan 1st, 2020 ending Dec. 31st, 2022.

FINAL ACTION TAKEN: Member Ellis abstained on the vote. A motion was made by Dr. Mackay to approve and make a recommendation to the Governing Board to approve the agreement. Motion carried by unanimous vote.

ITEM NO. 7 Review and recommend for approval by the Governing Board the Fourteenth Amendment to the Hospital Participation Agreement between Nevada Preferred Healthcare Providers and University Medical Center of

Southern Nevada; and take action as deemed appropriate. *(For possible action)*

DOCUMENTS SUBMITTED:
- Amendment Fourteen to Hospital Participation Agreement

DISCUSSION: Approximately, 31,000 lives in Southern Nevada. They have 3 product lines: NPP, Preferred Healthcare Network, Prominent First Health/HMO. Bulk of our business is from ER and QC. The amendment extends the term of the agreement through December 2021.

FINAL ACTION TAKEN: A motion was made by Dr. Mackay to approve and make a recommendation to the Governing Board to approve the amendment. Motion carried by unanimous vote.

ITEM NO. 8 **Review and recommend for approval by the Governing Board the Federal Demonstration Partnership (FDP) Cost Reimbursement Sub-award for Western Regional Alliance for Pediatric Emergency Management with The Regents of the University of California, San Francisco; and take action as deemed appropriate. *(For possible action)***

DOCUMENTS SUBMITTED:
- Western Regional Alliance for Pediatric Emergency Management (WRAP-em) Grant

DISCUSSION: Marcia Turner, Chief Administrative Officer, is requesting Governing Board approval to receive an award of $116,287.60. The U.S. Department of Health and Human Services' Office of the Assistant Secretary of Preparedness and Response (ASPR), held a national grant competition for the award of two $3M Regional Disaster Management Center of Excellence Planning Grants. On September 30th, 2019, ASPR announced that our Western Regional Alliance received the grant. The goal of this grant is to develop a coordinated, collaborative and sustainable regional pediatric disaster planning and response capability that allows the entire region to effectively respond during large scale pediatric mass casualty events. Dr. Kuhls is lead P.I., as well as Dr. Vohra and Dr. Fisher from Pediatrics and Emergency Preparedness Dept. are involved. An entry level coordinator and lead coordinator will be recruited for a one-year contract.

FINAL ACTION TAKEN: A motion was made by Dr. Mackay to approve and make a recommendation to the Governing Board to approve the grant. Motion carried by unanimous vote.

ITEM NO. 9 **Review and recommend for approval by the Governing Board the Software License and Customer Support Services Order between Datix, Inc. and University Medical Center of Southern Nevada; authorize the**

Chief Executive Officer to exercise any extension options within his delegation; and take action as deemed appropriate. *(For possible action)*

DOCUMENTS SUBMITTED:
- Safety Intelligence Software License Agreement and DOO

DISCUSSION: Lonnie Richardson, Chief Information Officer, discussed this software rental agreement is for patient safety and patient complaints, tracking and reporting for compliance requirements for CMS. This is a lease agreement, which means if Datix or UMC terminates for just cause, the software license will need to be removed from property. The application provider has a read only license for $2800 a year and capabilities of us moving the data to a data warehouse that will be added to the contract. This agreement will allow us to continue our S.I. tracking.

FINAL ACTION TAKEN: A motion was made by Dr. Mackay to approve and make a recommendation to the Governing Board to approve the agreement. Motion carried by unanimous vote.

ITEM NO. 10 Review and recommend for approval by the Governing Board the CDW Government LLC agreement for software subscription and support services; authorize the Chief Executive Officer to execute future extensions or orders within his delegation; and take action as deemed appropriate. *(For possible action)*

DOCUMENTS SUBMITTED:
- CDW Software Subscription Agreement, Quote Confirmation and DOO

DISCUSSION: This is an HPG contract. Lonnie Richardson explained this contract is the renewal of endpoint email protection tools that allows us to mitigate as much as possible, encouraging through our email and endpoint devices like desktops and mobile devices.

FINAL ACTION TAKEN: A motion was made by Dr. Mackay to approve and make a recommendation to the Governing Board to approve the agreement. Motion carried by unanimous vote.

ITEM NO. 11 Review and recommend for approval by the Governing Board the Order for IT Infrastructure Services between Cox Communications Las Vegas, Inc. dba Cox Business and University Medical Center of Southern Nevada; authorize the Chief Executive Officer to exercise any future orders or extensions within his delegation; and take action as deemed appropriate. *(For possible action)*

DOCUMENTS SUBMITTED:
- Cox Network Service to TLC Facility Service Order and DOO

DISCUSSION: Lonnie Richardson explained this is additional services for providing network communication to TLC 2200 W. Charleston Blvd. These services allow to extend our security system to secure the building.

FINAL ACTION TAKEN: A motion was made by Dr. Mackay to approve and make a recommendation to the Governing Board to approve the agreement. Motion carried by unanimous vote.

ITEM NO. 12 Review and recommend for approval by the Governing Board the Equipment Sale Purchase Agreement with Siemens Healthcare Diagnostics, Inc.; authorize the Chief Executive Officer to exercise any extension options within his delegation; and take action as deemed appropriate. *(For possible action)*

DOCUMENTS SUBMITTED:
- Siemens Healthcare Purchase of Coagulation System Agreement, Health Trust letter, and DOO

DISCUSSION: Tony Marinello, Chief Operations Officer, explained, we are getting equipment on-line and replacing our coagulation instruments that are 8 years old. This is cost effective and will help with efficiency and labor. We will have a fully automated lab.

FINAL ACTION TAKEN: A motion was made by Dr. Mackay to approve and make a recommendation to the Governing Board to approve the agreement. Motion carried by unanimous vote.

ITEM NO. 13 Review and recommend for approval by the Governing Board the Professional Services Agreement for Pediatric Gastroenterology Services between 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 University Medical Center of Southern Nevada (UMC); and authorize the Chief Executive Officer to execute any future amendments and extensions within his authority; and take action as deemed appropriate. *(For possible action)*

DOCUMENTS SUBMITTED:
- UNLV Pediatric Gastroenterology On-Call Agreement

DISCUSSION: Vick Gill, Associate Administrator, explained this on-call agreement allows us to continue services with UNLV for Pediatric Gastroenterology services.

FINAL ACTION TAKEN: A motion was made by Dr. Mackay to approve and make a recommendation to the Governing Board to approve the agreement. Motion carried by unanimous vote.

SECTION 3: EMERGING ISSUES

ITEM NO. 14 Identify emerging issues to be addressed by staff or by the Audit and Finance Committee at future meetings; and direct staff accordingly. (*For possible action)*

No emerging issues.

COMMENTS BY THE GENERAL PUBLIC: None

At this time, Chair Caspersen asked if there were any persons present in the audience wishing to be heard on any items not listed on the posted agenda.

SPEAKERS(S): None

There being no further business to come before the Committee at this time, at the hour of 3:09 p.m., Chair Caspersen adjourned the meeting.

MINUTES APPROVED: January 22, 2020
Minutes Prepared by: Andi Lou

Contracts Report Out Final - January 2020

Audit and Finance Committee Agenda 1/22

Agreements with a P&L Impact

Item #	Bid/RFP# or CBE	Vendor on GPO?	Contract Name	New Contract/Option Exercise or SOW Modification	Are Terms/Conditions the same?	This Contract Term	Out Clause	Contract Value	Capital/Maintenance and Support	Savings/Cost Increase	Requesting Department	Description/Comments
	NRS 450.525; NRS 450.530	Yes	Laboratory Corporation of America Holdings and its subsidiaries (LabCorp)	New Contract	N/A	3 Years	60 days w/o cause	Base Contract NTE $6,000,000	None	None	Pathology	Provide reference laboratory testing services.
	NRS 332.115(1)(b)	No	FocusOne Solutions	New Contract	N/A	1 Year, with One 1-Year Option	60 days w/o cause	Base Contract NTE $7,200,000	None	Increase / estimated $1.8 million per year	Various	Provide temporary staffing of clinical professionals in critical need areas of the hospital.
	NRS 450.525; NRS 450.530	Yes	Northfield Medical, Inc.	New Contract	N/A	5 Years	30 days w/o cause	Base Contract NTE $900,000	Maintenance	None	Surgical Services	Repair and sterilization of surgical equipment, and bi-annual sterilization of surgical beds and chambers.
	NRS 332.115.(1)(b)	No	Alireza Farabi, M.D., P.C.	New Contract	N/A	3 Years, with Two 1-Year Options	30 days w/o cause	Base Contract NTE $1,137,600 2 year renewal NTE $758,400 Aggregate value $1,895,400	None	None	Wellness Center	Provide primary care and infectious disease services to UMC's HIV Wellness Center patients.
	NRS 332.115(1)(h)	No	Imprivata EULA Agreement	New Contract	N/A	3 Years, with Two 1-Year Options	30 days w/o cause	Base Contract $967,475.00 2 year renewal $203,862.75 Aggregate value $1,171,337.75	Capital $583,700 Maintenance $496,362.75	None	Information Technology	Governance of identity for single sign-on.
	NRS 450.525; NRS 450.530	Yes	Philips Healthcare	New Contract	N/A	Capital Purchase	Budget Fund Out	$556,575	Capital $556,575	None	Cath Lab	Purchase of Mobile C-Arm for TAVR procedures in OR.
	NRS 450.525; NRS 450.530	Yes	Philips Healthcare	New Contract	N/A	5 years,	60 days w/ cause	Base Contract $689,800 No renewals	None	None	Special Procedures	Support for Right Fit for Allura Xper FD20 Biplane.
	NRS 450.525; NRS 450.530	Yes	Philips Healthcare	New Contract	N/A	5 Years	60 days w/ cause	Base Contract NTE $7,320,634.29	Capital $5,556,954.29 Maintenance $1,763,680.00	None	Various	Purchase, installation, and maintenance of trauma and endoscopy monitors throughout various departments in the hospital.
	NRS 450.525; NRS 450.530	Yes	Medline Industries	New Contract	N/A	1 Year, with Four 1-Year Options	90 days w/o cause	Base Contract NTE $92,500,000	None	Savings / estimated $465,000 per year	Materials Management	Provide medical/surgical products distribution services to distribute supplies for use throughout the hospital.
	NRS 450.525; NRS 450.530	Yes	Siemens Healthineers	New Contract	N/A	7 years	N/A	Base Contract NTE $2,710,802.00	Capital $774,936.00 Maintenance $526,802.00	None	Interventional Radiology	Turnkey project to renovate Nuclear Medicine rooms one & two, and purchase, install and provide maintenance on two new nuclear cameras.
	NRS 450.525; NRS 450.530	Yes	Cardinal Health	New Contract	N/A	2 Years, with Three 1-Year Options	30 days w/o cause	Base Contract NTE $1,958,403.60	None	None	Materials Management	Freight contract for entire hospital.
	NRS 332.115.1(q)	No	T-Mobile USA, Inc.	New Contract	N/A	36 months	Budget Fund Out	Base Contract $371,136.00	None	None	Information Technology	Utilization of current WSCA/NASPO (State of Nevada) agreement to support wireless services and devices entity-wide.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD AUDIT AND FINANCE COMMITTEE
AGENDA ITEM

Issue:	**Monthly Financial Report November and December FY 20**	**Back-up:**
Petitioner:	Jennifer Wakem, Chief Financial Officer	

Recommendation:

That the Governing Board Audit and Finance Committee receive the monthly financial report for November and December FY 20; and direct staff accordingly. ***(For possible action)***

FISCAL IMPACT:

None

BACKGROUND:

The Chief Financial Officer will present the financial report for November and December FY 20 for the committee's review and direction.

Respectfully submitted,

Jennifer Wakem
Chief Financial Officer

Cleared for Agenda
DATE

Agenda Item #
4

UNIVERSITY MEDICAL CENTER

November 2019 Financials

SUMMARY INCOME STATEMENT - NOV

REVENUE	Actual	Budget	Variance	% Variance
Total Gross Patient Revenue	$286,350,828	$274,334,530	$12,016,298	4.38% ↑
Net Patient Revenue	$51,201,256	$52,910,844	($1,709,588)	(3.23%) ↓
Other Revenue	$2,136,471	$1,533,894	$602,578	39.28% ↑
Total Net Revenue	$53,337,728	$54,444,738	($1,107,010)	(2.03%) ↓
Net Patient Revenue as a % of Gross	17.88%	19.29%	(1.41%)	-

EXPENSE	Actual	Budget	Variance	% Variance
Total Operating Expense	$54,218,970	$55,532,616	$1,313,646	2.37% ↑

INCOME FROM OPS	Actual	Budget	Variance	% Variance
Tot Inc from Ops	($881,243)	($1,087,878)	$206,635	18.99% ↑
Less Depr & Amort.	$1,857,115	$1,847,347	($9,768)	(0.53%) ↓
Tot Inc from Ops less Depr & Amort.	**$975,872**	**$759,469**	**$216,404**	**28.49%** ↑

SUMMARY INCOME STATEMENT - YTD

REVENUE	Actual	Budget	Variance	% Variance
Total Gross Patient Revenue	$1,499,433,554	$1,450,367,572	$49,065,981	3.38% ↑
Net Patient Revenue	$271,149,638	$273,557,099	($2,407,461)	(0.88%) ↓
Other Revenue	$11,881,118	$7,675,663	$4,205,454	54.79% ↑
Total Net Revenue	$283,030,756	$281,232,762	$1,797,994	0.64% ↑
Net Patient Revenue as a % of Gross	18.08%	18.86%	(0.78%)	-

EXPENSE	Actual	Budget	Variance	% Variance
Total Operating Expense	$286,568,017	$288,398,218	$1,830,201	0.63% ↑

INCOME FROM OPS	Actual	Budget	Variance	% Variance
Tot Inc from Ops	($3,537,261)	($7,165,456)	$3,628,194	50.63% ↑
Less Depr & Amort.	$9,327,074	$9,322,854	($4,220)	(0.05%) ↓
Tot Inc from Ops less Depr & Amort.	**$5,789,813**	**$2,157,398**	**$3,632,414**	**168.37%** ↑

UNIVERSITY MEDICAL CENTER

December 2019 Financials

KEY INDICATORS

Current Month	Actual	Budget	Variance	%	Prior Year	%
APDs	15,590	16,019	(429)	(2.68%)	15,655	(0.42%)
Total Admissions	1,935	2,023	(88)	(4.35%)	2,007	(3.59%)
Observation Cases	1,340	1,446	(106)	(7.33%)	1,446	(7.33%)
AADC	503	517	(14)	(2.71%)	505	(0.40%)
ALOS (Admits)	5.23	5.37	(0.14)	(2.61%)	5.35	(2.24%)
ALOS (Obs)	1.49	1.38	0.11	8.32%	1.38	8.32%
Hospital CMI	1.84	1.81	0.03	1.66%	1.81	1.66%
Medicare CMI	1.96	2.15	(0.19)	(8.84%)	2.15	(8.84%)
IP Surgery Cases	783	734	49	6.68%	734	6.68%
OP Surgery Cases	506	543	(37)	(6.81%)	543	(6.81%)
Total ER Visits	9,676	8,408	1,268	15.08%	9,318	3.84%
ED to Admission	7.59%	-	-	-	8.30%	(8.61%)
ED to Observation	12.72%	-	-	-	15.90%	(19.99%)
ED to Adm/Obs	20.31%	-	-	-	24.20%	(16.08%)
Quick Cares	17,597	16,401	1,196	7.29%	16,401	7.29%
Primary Care	4,846	4,542	304	6.69%	4,542	6.69%
Deliveries	153	-	-	-	164	(6.71%)

Trending Stats

	Dec- 18	Jan- 19	Feb- 19	Mar- 19	Apr- 19	May- 19	Jun- 19	Jul- 19	Aug- 19	Sep- 19	Oct- 19	Nov- 19	Dec- 19	12-Mo Avg	Dec to Avg Var
APDs	15,655	16,294	14,739	16,180	15,580	15,982	15,534	15,832	16,174	15,157	15,742	14,915	15,590	15,649	(59)
Total Admissions	2,007	2,068	2,004	2,131	2,111	2,135	1,961	1,884	1,927	1,780	1,796	1,830	1,935	1,970	(35)
Observation Cases	1,446	1,466	1,378	1,514	1,469	1,375	1,420	1,462	1,348	1,292	1,438	1,287	1,340	1,408	(68)
AADC	505	526	526	522	519	516	510	511	522	505	508	497	503	514	(11)
ALOS (Adm)	5.35	5.39	5.08	5.21	5.07	5.21	5.32	5.63	5.58	5.51	5.33	5.13	5.23	5.32	(0.09)
ALOS (Obs)	1.38	1.64	1.36	1.29	1.39	1.26	1.69	1.44	1.49	1.87	1.41	1.46	1.49	1.47	0.02
Hospital CMI	1.81	1.79	1.88	1.84	1.90	2.13	1.85	1.78	1.75	1.67	1.72	1.74	1.84	1.82	0.02
Medicare CMI	2.15	2.18	2.27	2.24	2.64	2.65	2.07	2.10	1.88	1.81	1.67	1.86	1.96	2.13	(0.17)
IP Surgery Cases	734	791	825	837	922	936	869	803	826	725	755	742	783	814	(31)
OP Surgery Cases	543	563	401	510	453	472	477	559	552	480	595	493	506	508	(2)
Total ER Visits	9,318	10,027	8,990	10,308	9,904	9,871	9,336	9,782	9,633	9,373	9,795	10,339	9,676	9,723	(47)
ED to Admission	8.30%	7.66%	8.02%	8.42%	8.57%	8.45%	10.46%	6.64%	7.08%	6.83%	5.94%	6.79%	7.59%	7.76%	(0.18%)
ED to Observation	15.90%	15.45%	16.25%	15.84%	14.90%	14.26%	15.20%	15.00%	15.05%	13.54%	14.24%	11.86%	12.72%	14.79%	(2.07%)
ED to Adm/Obs	24.20%	23.10%	24.27%	24.26%	23.47%	22.71%	25.66%	21.64%	22.13%	20.37%	20.18%	18.65%	20.31%	22.55%	(2.25%)
Quick Care	16,401	18,320	17,428	19,279	17,084	15,548	13,548	13,194	14,074	14,217	15,792	18,339	17,597	16,102	1,495
Primary Care	4,542	5,931	5,751	5,987	6,789	6,225	5,060	5,532	5,003	5,400	5,979	4,448	4,846	5,554	(708)
Deliveries	164	159	129	128	135	139	145	174	190	164	146	139	153	151	2

Payor Mix by Admits- Trend

Fin Class	Dec- 18	Jan- 19	Feb- 19	Mar- 19	Apr- 19	May- 19	Jun- 19	Jul- 19	Aug- 19	Sep- 19	Oct- 19	Nov- 19	Dec- 19	12-Mo Avg	Dec to Avg Var
Commercial	24.10%	21.10%	21.10%	20.60%	20.97%	22.04%	19.94%	19.73%	20.31%	17.31%	18.68%	21.66%	19.44%	20.63%	(1.19%)
Government	5.00%	4.90%	5.00%	5.00%	3.28%	3.79%	4.92%	4.89%	5.48%	5.05%	5.28%	4.25%	4.19%	4.74%	(0.55%)
Medicaid	44.30%	46.30%	42.90%	43.60%	44.75%	42.96%	43.28%	45.36%	43.77%	45.87%	43.06%	42.31%	42.12%	44.04%	(1.92%)
Medicare	19.70%	18.50%	25.30%	24.50%	24.86%	24.57%	25.93%	22.63%	24.28%	23.88%	25.99%	25.38%	27.37%	23.79%	3.58%
Self Pay	6.90%	9.20%	5.70%	6.30%	6.14%	6.64%	5.94%	7.39%	6.16%	7.89%	6.99%	6.40%	6.88%	6.80%	0.08%

SUMMARY INCOME STATEMENT – DEC

REVENUE	Actual	Budget	Variance	% Variance
Total Gross Patient Revenue	$293,663,357	$280,368,762	$13,294,595	4.74% ↑
Net Patient Revenue	$53,141,306	$53,870,173	($728,868)	(1.35%) ↓
Other Revenue	$1,943,607	$1,976,064	($32,457)	(1.64%) ↓
Total Net Revenue	$55,084,912	$55,846,237	($761,325)	(1.36%) ↓
Net Patient Revenue as a % of Gross	18.10%	19.21%	(1.12%)	-

EXPENSE	Actual	Budget	Variance	% Variance
Total Operating Expense	$57,293,021	$56,862,896	($430,125)	(0.76%) ↓

INCOME FROM OPS	Actual	Budget	Variance	% Variance
Tot Inc from Ops	($2,208,108)	($1,016,659)	($1,191,450)	(117.19%) ↓
Less Depr & Amort.	$1,831,774	$1,847,347	$15,573	0.84% ↑
Tot Inc from Ops less Depr & Amort.	**($376,335)**	**$830,688**	**($1,207,023)**	**(145.30%)** ↓

SUMMARY INCOME STATEMENT - YTD

REVENUE	Actual	Budget	Variance	% Variance
Total Gross Patient Revenue	$1,793,096,910	$1,730,736,334	$62,360,576	3.60%
Net Patient Revenue	$324,290,944	$327,427,272	($3,136,328)	(0.96%)
Other Revenue	$13,824,724	$9,651,727	$4,172,997	43.24%
Total Net Revenue	$338,115,668	$337,078,999	$1,036,669	0.31%
Net Patient Revenue as a % of Gross	18.09%	18.92%	(0.83%)	-

EXPENSE	Actual	Budget	Variance	% Variance
Total Operating Expense	$343,861,038	$345,261,114	$1,400,075	0.41%

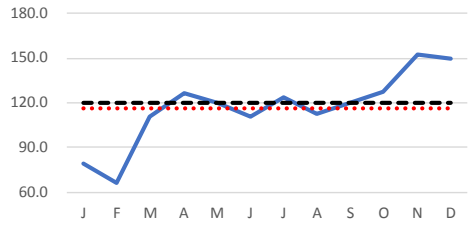
INCOME FROM OPS	Actual	Budget	Variance	% Variance
Tot Inc from Ops	($5,745,370)	($8,182,114)	$2,436,744	29.78%
Less Depr & Amort.	$11,158,848	$11,170,201	$11,353	0.10%
Tot Inc from Ops less Depr & Amort.	**$5,413,478**	**$2,988,087**	**$2,425,391**	**81.17%**

KEY FINANCIAL INDICATORS - DEC

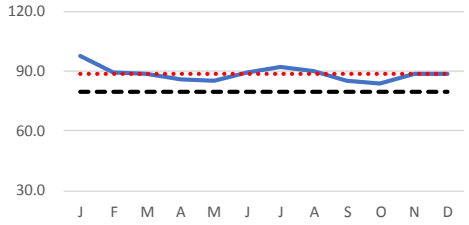
UNIVERSITY MEDICAL CENTER

LIQUIDITY

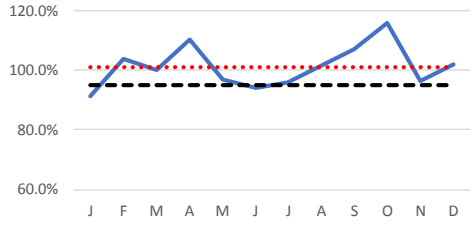
149.4 Days Cash on Hand
(Current Month) (Rolling 12 Avg: **116.5**)



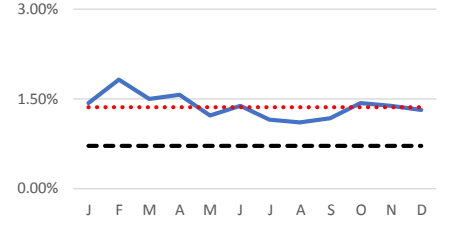
89.1 Net Days in AR
(Current Month) (Rolling 12 Avg: **89.0**)



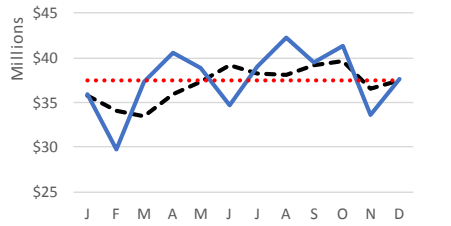
102.1% Cash Collections as % of Adjusted Net Revenue
(Current Month) (Rolling 12 Avg: **101.0%**)



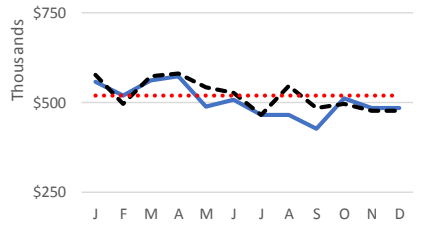
1.31% POS Collections as % of Adjusted Net Revenue
(Current Month) (Rolling 12 Avg: **1.36%**)



100.3% Cash Collection Goal
(Current Month) (Rolling 12 Avg: **101.3%**)

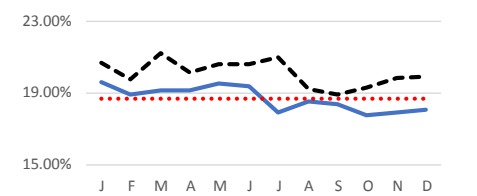


101.6% POS Collection Goal
(Current Month) (Rolling 12 Avg: **96.9%**)

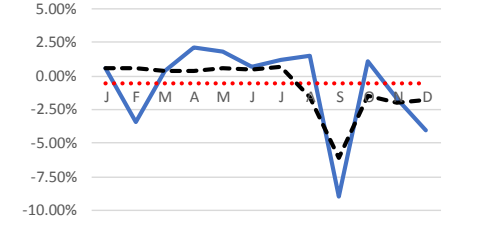


PROFITABILITY

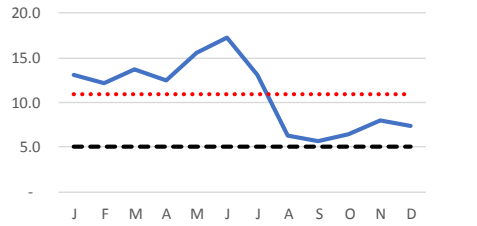
18.10% Net to Gross Ratio
(Current Month) (Rolling 12 Avg: **18.68%**)



(4.01%) Operating Margin
(Current Month) (Rolling 12 Avg: **-0.59%**)



7.4 Candidate for Billing Days
(Current Month) (Rolling 12 Avg: **10.9**)



Actual
Rolling Average
Target

SALARY & BENEFIT EXPENSE - DEC

	Actual	Budget	Variance	% Variance
Salaries	$22,758,821	$22,981,484	$222,663	0.97%
Benefits	$11,130,928	$10,893,610	($237,317)	(2.18%)
Overtime	$735,722	$1,014,497	$278,775	27.48%
Contract Labor	$219,151	$104,294	($114,858)	(110.13%)
TOTAL	**$34,844,622**	**$34,993,885**	**$149,262**	**0.43%**

EXPENSES - DEC

	Actual	Budget	Variance	% Variance
Professional Fees	$3,643,194	$3,649,563	$6,369	0.17%
Supplies	$9,190,440	$8,304,316	($886,124)	(10.67%)
Purchased Services	$5,256,992	$5,464,832	$207,840	3.80%
Depreciation & Amortization	$1,831,774	$1,847,347	$15,573	0.84%
Repairs & Maintenance	$381,905	$414,684	$32,778	7.90%
Utilities	$315,706	$328,869	$13,163	4.00%
Other Expenses	$1,160,884	$1,174,412	$13,528	1.15%
Rental/Leases	$667,503	$684,989	$17,485	2.55%
Total Other Expenses	**$22,448,399**	**$21,869,011**	**($579,388)**	**(2.65%)**

CAPITAL PLAN- FY20

	FY 20 Budget	FY 20 Spent	FY 20 Committed
Replacement / Patient Safety Equipment • Medical equipment • Non Medical equipment • Information Technology (IT)	$15M	$268K	$9.9M
Service Line Enhancements • Pediatrics • Ambulatory • Orthopedics • Cardiology • Surgery • Oncology	$6M	$30K	$5.4M
Master Plan • Immediate Facility Needs • Facility Facade Upgrades • 2040 Building Renovation • Parking Improvements	$10M	$283K	$5.4M
Total	**$31M**	**$581K**	**$20.7M**

FY20 CASH FLOW

	DECEMBER 2019	NOVEMBER 2019	OCTOBER 2019	YTD of FY2020
Operating Activities				
Cash received from patients and payors	50,907,741	61,100,534	68,694,745	354,713,579
Cash paid to vendors	(25,536,192)	(19,390,416)	(18,399,136)	(121,322,639)
Cash paid to employees	(31,572,975)	(30,260,866)	(31,652,356)	(207,408,007)
Other operating receipts/(disbursements)	1,943,607	2,136,471	5,336,755	13,824,724
Net cash provided by/(used in) operations	(4,257,820)	13,585,723	23,980,008	39,807,657
Investing Activities				
Purchase of property and equipment, net	(1,021,243)	(1,477,898)	(1,014,318)	(7,315,583)
Interested received	436,852	394,679	352,183	692,138
Addition/(reduction) in donor-restricted cash	-	-	-	-
Addition/(reduction) in internally designated cash	(272,983)	(30,546,939)	(8,168,843)	(37,642,397)
Net cash provided by/(used in) investing activities	(857,374)	(31,630,158)	(8,830,978)	(44,265,841)
Financing Activities				
From/(to) Clark County	-	31,000,000	-	31,000,000
Unrestricted donations and other				
Borrowing/(repayment) of debt	-	-	-	(175,000)
Interest paid	-	(46)	-	(456,865)
Other	-	-	-	-
Net cash provided by/(used in) financing activities	-	30,999,954	-	30,368,135
Increase/(decrease) in cash	(5,115,194)	12,955,519	15,149,030	25,909,951
Cash beginning of period	82,530,762	69,575,243	54,426,213	51,505,618
Cash end of period	77,415,569	82,530,762	69,575,243	77,415,569
Unrestricted cash	77,415,569	82,530,762	69,575,243	77,415,569
Cash restricted by donor	5,343,199	5,122,470	5,451,950	5,343,199
Internally designated cash	192,449,814	192,176,831	161,629,892	192,449,814

FY20 BALANCE SHEET HIGHLIGHTS

	Dec-19	Nov-19	Dec-18
CASH			
Unrestricted	$ 77.4	$ 82.5	$ 39.0
Restricted by donor	5.3	5.1	15.8
Internally designated	192.4	192.2	120.3
	$ 275.1	$ 279.8	$ 175.1
NET WORKING CAPITAL	$ 78.8	$ 92.0	$ 140.5
NET PP&E	$ 203.4	$ 204.1	$ 208.6
LONG-TERM DEBT	$ 31.1	$ 31.1	$ 37.4
NET PENSION LIABILITY	$ 513.0	$ 513.0	$ 476.0
NET POSITION	$ (334.3)	$ (330.6)	$ (352.9)

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD AUDIT AND FINANCE COMMITTEE
AGENDA ITEM

Issue:	**CFO Update**	**Back-up:**
Petitioner:	Jennifer Wakem, Chief Financial Officer	

Recommendation:

That the Audit and Finance Committee receive an update report from the Chief Financial Officer; and direct staff accordingly. ***(For possible action)***

FISCAL IMPACT:

None

BACKGROUND:

The Chief Financial Officer will provide an update on any financial matters of interest to the Board.

Respectfully submitted,

Jennifer Wakem
Chief Financial Officer

Cleared for Agenda
DATE

Agenda Item #
5

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD AUDIT AND FINANCE COMMITTEE
AGENDA ITEM

Issue:	**First Amendment to Hospital Participation Agreement with Laughlin Healthcare Coalition**	**Back-up:**
Petitioner:	Jennifer Wakem, Chief Financial Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board Audit and Finance Committee review and recommend for approval by the Governing Board the First Amendment to the Hospital Participation Agreement with Laughlin Healthcare Coalition; and take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund Number: 5420.000
Fund Name: UMC Operating Fund
Fund Center: 3000850000
Funded Pgm/Grant: N/A
Description: 1st Amendment to Hospital Participation Agreement
Amount: Revenue based on volume
Term: 12/1/2019 – 11/30//2021
Out Clause: 60-day written notice (no cause)

BACKGROUND:

In December 2019 UMC entered into a Hospital Participation Agreement with Laughlin Healthcare Coalition, allowing UMC to treat the Laughlin Healthcare Coalition casino employees from Harrah's, Riverside Resort and Casino, Edgewater, Colorado Belle and Avi requiring immediate levels of higher care and needing transfer from lower level facilities in Laughlin, Nevada.

This First Amendment extends the term of the Agreement through November 30, 2021.

UMC's Director of Managed Care has reviewed the First Amendment and recommends approval by the Governing Board.

This First Amendment has been approved as to form by UMC's Office of General Counsel.

A Clark County business license is not required as UMC is the Provider of hospital services to the Laughlin Healthcare Coalition.

Respectfully submitted,

Jennifer Wakem
Chief Financial Officer

Cleared for Agenda
January 22, 2020

Agenda Item #
6

First Amendment

Hospital Participation Agreement

THIS FIRST AMENDMENT (the Amendment) is entered into by and between Laughlin Healthcare Coalition ("Payor") and University Medical Center of Southern Nevada, a county-owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes ("Hospital").

WHEREAS, the parties have previously executed the Hospital Participation Agreement (the "Agreement") effective December 1, 2018; and

WHEREAS, the parties desire to amend the Agreement with this Amendment to extend the terms of the Agreement

NOW, THEREFORE, in consideration of the premises and for the other good and valuable consideration, the adequacy and sufficiency of which is hereby acknowledged, the parties agree to amend the Agreement as follows:

1. Section 7.1 Term. This Agreement shall be extended for a two-year term period beginning December 1, 2019 and ending November 30, 2021 at 11:59 pm.

2. All other terms of the Agreement not amended herein shall remain in full force and effect. If any term of this Amendment conflicts with the terms of the Agreement, the terms of this Amendment shall prevail.

IN WITNESS WHEREOF, the parties have caused this amendment to be executed below.

University Medical Center of Southern Nevada

Signature: _____

Name: Mason VanHouweling

Title: Chief Executive Officer

Date: _____

TIN: 88-6000436

Laughlin Healthcare Coalition

Signature: _____

Name: JACK G. LONDO

Title: EXECUTIVE DIRECTOR

Date: 10-9-2019

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	☐ PBE	☐ VET	☐ DVET	☐ ESB
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: 8

Corporate/Business Entity Name:	PATIENTPAL.ORG LLC	
(Include d.b.a., if applicable)		
Street Address:	11860 Southern Highlands Pky	**Website:** WWW.PATIENTPAL.ORG
City, State and Zip Code:	LAS VEGAS, NEVADA 89141	**POC Name:** **Email:** JACKLONDONMEDICALMANAGEMENT.COM
Telephone No:	702-737-7555	**Fax No:** 702-7377504
Nevada Local Street Address: **(If different from above)**		**Website:**
City, State and Zip Code:		**Local Fax No:**
Local Telephone 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 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.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
JACK G. LONDON, D.O.		50%
SHERRY L. LONDON		50%

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/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, D.O.

Print Name: JACK G. LONDON, D.O.

Title: PRESIDENT/CEO

Date: 3-2-2014

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD AUDIT AND FINANCE COMMITTEE
AGENDA ITEM

Issue:	**Acknowledgement Form with Laboratory Corporation of America Holdings and its subsidiaries**	**Back-up:**
Petitioner:	Jennifer Wakem, Chief Financial Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board Audit and Finance Committee review and recommend for approval by the Governing Board the Acknowledgement Form for reference laboratory testing services with Laboratory Corporation of America Holdings and its subsidiaries (LabCorp); authorize the Chief Executive Officer to execute future amendments within his delegation of authority; and take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund Number: 5420.000
Fund Name: UMC Operating Fund
Fund Center: 3000707000
Funded Pgm/Grant: N/A
Description: Reference Laboratory Testing Services
Bid/RFP/CBE: HPG
Term: 1/1/2020 – 12/31/2022
Amount: NTE $2,000,000 per year or NTE $6,000,000 for three (3) years
Out Clause: 60 days w/o cause

BACKGROUND:

Since November 2012, UMC has had an agreement with LabCorp to provide reference laboratory testing services. The types of tests include but are not limited to chemical, endocrinology, haematology, clinical, and other miscellaneous testing related to reference pathology.

This request is to approve a new Acknowledgement Form (Agreement) with LabCorp to provide the same services with pricing through UMC's contracted group purchasing organization, HealthTrust Purchasing Group (HPG). UMC shall utilize LabCorp for a minimum of 90% of its primary reference laboratory testing needs. The expected turnaround time for most general routine testing is within 24 hours of receipt of specimen however for those tests that are of special or non-routine nature will be transmitted back to UMC within the times set forth in LabCorp's then current turnaround time schedule. Staff also requests authorization for the Hospital CEO to execute future amendments within his delegation of authority if deemed beneficial to UMC.

Cleared for Agenda
January 22, 2020

Agenda Item #
7

The Agreement term is from January 1, 2020 through December 31, 2022 unless terminated for convenience with a sixty (60) day written notice.

This reference laboratory testing services is being purchased under HPG contract #379. HPG is a Group Purchasing Organization (GPO) of which UMC is a member. This request is in compliance with NRS 450.525 and NRS 450.530; attached is the bid summary sheet and a sworn statement from an HPG executive verifying that the pricing was obtained through a competitive bid process.

UMC's Director of Laboratory Services has reviewed and recommends approval of this Agreement. This Agreement has been approved as to form by UMC's Office of General Counsel.

LabCorp currently holds a Clark County business license.

Respectfully submitted,

Jennifer Wakem
Chief Financial Officer

Acknowledgement Form

Laboratory Corporation of America Holdings and its subsidiaries ("Vendor")

[x] HPG Purchaser: University Medical Center of Southern Nevada ("**Purchaser**")
[ ] HPG Group: _____ ("**Group**", indicated on **Exhibit G**)
[ ] Amendment to the Acknowledgement Form ("**Revised Date**")_____, 20__
[x] Existing HPG Purchaser/Group: I acknowledge and accept pricing under the terms of the new HPG National Agreement Effective: January 1, 2020
Existing Vendor Account Number(s): _____;_____;_____

Authorized Signer: _____ Date: _____
Printed Name/Title: Mason VanHouweling/CEO
Pricing Effective Date: January 1, 2020

This Acknowledgement Form (the "**Acknowledgement Form**") is being entered into by Purchaser or Group on behalf of each healthcare provider entity which is listed in **Exhibit F** attached hereto ("**Customer**"). Customer and Vendor may be referred to individually as a "party" or collectively as the "parties."

1. Designate Committed or Non-Committed Customer.

A. [ ] **Non-Committed Customer:** For a non-committed Customer, Customer will purchase less than 90% of their aggregate quarterly purchases of Services under this Acknowledgement Form ("**Non-Committed Customer**"). The Non-Committed Customer may purchase Services at pricing mutually agreed upon for Services at a minimum of 25% discount off of the Vendor List Fee Schedule in **Exhibit H**.

B. [x] **Committed Customer:** Customer hereby designates Vendor as their primary reference lab to perform reference lab testing ("**Reference Lab Testing**" or "**Services**"). For Customer, Vendor hereby agrees to provide Reference Lab Testing in accordance with the Purchasing Agreement for Reference Lab Testing between HealthTrust Purchasing Group, LP ("**HPG**") and Vendor, and the provisions in this Acknowledgement Form. Customer agrees to use Vendor for a minimum of 90% of its primary Reference Lab Testing needs to Vendor. Refer to **Exhibit B** on Vendor List Fee Schedule. However, the 90% will exclude esoteric testing, not performed by Vendor, such as proprietary tests from laboratories that will not accept specimens directly from Vendor.

1.B.1 Compliance with 90% Committed Level Requirements. Customer compliance with its 90% Commitment Level is based on Customer's aggregate quarterly purchases. Vendor and/or HPG may conduct a review of Customer's Committed Level compliance. If the review reveals that Customer failed or is failing to purchase at the 90% Committed Level, then Vendor may issue written notice of non-compliance to Customer and to HPG. If Customer does not bring its purchases to the Committed Level within sixty (60) days of receiving written notice of non-compliance from Vendor, then Customer is no longer eligible for the

Committed Level pricing set out in **Exhibit B**, and this Acknowledgement Form is terminated upon ninety (90) days prior written notice from Vendor. Vendor has no retroactive remedy and, as its exclusive remedy, Vendor may move Customer to Non-Committed Level pricing by executing an Amendment to this Acknowledgement Form for future purchases, but Vendor must provide ninety (90) days' prior written notice to Customer and HPG indicating that Customer is being moved to non-compliance pricing. If Customer subsequently brings its purchases to the 90% Committed Level and executes an Amendment to this Acknowledgement Form, then Vendor must reinstate Customer's access to the corresponding 90% Committed Level pricing set out in **Exhibit B** within ten (10) days of receipt of the Amendment.

1.B.2. **Commencement Date and Term.** Vendor shall commence Reference Lab Testing services on January 1, 2020 and will remain in effect for three (3) years ("**Term**"). The rates will remain fixed for the Term of this Acknowledgement Form. Customer may also terminate this Acknowledgement Form without penalty with a sixty (60) day notice, in writing to Vendor. Notwithstanding the foregoing, if Customer terminates its membership with HPG, then this Acknowledgement Form shall terminate effective sixty (60) days following the termination date of its membership with HPG.

1.B.3 **GPO Designation.** Customer designates HPG as its group purchasing organization affiliation for the purpose of this Acknowledgement Form.

2. **Agreement Confidentiality.** Each party agrees that with respect to any Confidential Information (defined below) that is disclosed by one party to the other party, that the party receiving such Confidential Information shall not disclose such Confidential Information other than to persons in its organization who have a need to know, or use such Confidential Information for a purpose inconsistent with the terms of this Acknowledgement Form. The pricing of this Acknowledgement Form shall remain confidential and Customer shall not disclose such pricing to third parties (excluding HPG) without prior written consent from Vendor. Notwithstanding the foregoing, Customer may disclose confidential information concerning Services to a third party contractor, subcontractor or consultant used by Customer to assist Customer in its use of the Services and functions related thereto, provided such consultant(s) has signed a non-disclosure agreement containing terms comparable to those in this Section 4. Also notwithstanding the foregoing, Vendor may disclose Confidential Information to a third party contractor, subcontractor, or consultant in performing its obligations hereunder, provided such consultant(s) has signed a non-disclosure agreement containing terms comparable to those in this Section 4.

"Confidential Information" shall mean information, that is not a public record pursuant to Nevada law, related to the business of Vendor or Customer, including, but not limited to, pricing, processes, financial data, statistics, programs, lists, software programs and documentation, patient identification information and medical records, as well as research, development, or other information of Vendor or Customer, or their clients, concerning past, present or future business activities of Vendor or Customer.

Confidential Information shall not include:

- Information publicly known prior to the disclosure or which becomes publicly known through no wrongful act of the receiving party.

- Information that was in lawful possession of the recipient prior to the disclosure, without any confidentiality obligation.

- Information that was independently developed by the recipient outside the scope of this Acknowledgement Form and without access to information received from the other party pursuant to this Acknowledgement Form.

- Information that was disclosed to the recipient by an unrelated third party in lawful possession of the information and not in breach of any confidentiality obligation with respect to such information.

- Information required to be disclosed pursuant to regulatory action or court order, provided adequate prior written notice of any such request to produce is given to the discloser of the information.

Each party shall exercise at least the same degree of care to safeguard the confidentiality of the other party's Confidential Information as it does to safeguard its own proprietary/ confidential information of equal importance, but not less than a reasonable degree of care.

Neither party shall refer to the existence of this Acknowledgement Form or use the name of the other party in any press release, advertising or materials distributed to prospective or existing customers, without the prior written consent of the other party. Vendor shall not represent, directly or indirectly, that any product or service of Vendor has been approved, used or endorsed by Customer or any of its affiliates.

Notwithstanding any provision to the contrary, Vendor 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 to copying and inspection by the public. If Customer receives a demand for the disclosure of any information related to this Acknowledgement Form which Vendor has claimed to be confidential and proprietary, Customer will immediately notify Vendor of such demand and Vendor shall immediately notify Customer of its intention to seek injunctive relief in a Nevada court for protective order. Vendor shall indemnify, defend and hold harmless Customer from any claims or actions, including all associated costs and attorney's fees, regarding or related to any demand for the disclosure of Vendor documents in Customer's custody and control in which Vendor claims to be confidential and proprietary. For the avoidance of any doubt, Vendor hereby acknowledges that this Acknowledgement Form will be publicly posted for approval by Customer's governing body.

3. **Credit and Payment.** Payment Terms are Net 30 days from receipt of a correct invoice from

Vendor.

Customer agrees to pay Vendor for the performance of services described in this Acknowledgement Form for the not-to-exceed amount of **$2,000,000 per year**.

4. **Warranty of Non-Exclusion.** Vendor represents and warrants to Customer, and Customer represents and warrants to Vendor, that such representing party and its directors, officers, and key employees (i) are not currently excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 USC § 1320a-7b(f) (the "**Federal healthcare programs**") and (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services but have not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal healthcare programs. This shall be an ongoing representation and warranty during the Term of this Acknowledgement Form and each party shall immediately notify the other party in writing of any change in the status of the representation and warranty set forth in this Section. Any breach of this Section shall give the other party the right to immediately terminate this Acknowledgement Form.

5. **Stat Testing.** Vendor will provide Stat Testing at Customer's request. Stat Testing is a test that Customer requests to be performed in an abbreviated period. If a Stat Test is performed during Vendor's normal business hours (i.e., Monday to Friday, 8:00 AM to 5:00 PM), then no additional fees apply. If a Stat Test is requested after Vendor's normal business hours and requires additional personnel, an **additional fee of $15 will be assessed per pick-up**; provided, however, if Vendor is required to use a contracted courier for such pick-up, and the contracted courier charges a fee greater than $15 for such after-hours STAT pick-up, Vendor shall charge Customer such fee, without any additional markup by Vendor. Vendor will develop and provide to Customer a daily schedule of courier pick-ups.

6. **Send-Out Test(s).** For tests received by Vendor from Customer, in the event Vendor does not perform certain tests and the test has to be sent out to an alternative laboratory by Vendor (i.e., tests sent out to laboratories not owned by Vendor), these tests are considered "**Send-Out Tests**". Customer will be required to pay Vendor the charge of **$10 per Send-Out Test.** Refer to **Exhibit I** on list of Send-Out Tests; the $10 fee has already been factored into the **Exhibit I** pricing.

7. **Turn Around Time ("TAT") Schedule.** Vendor agrees to meet the published TATs for each regional laboratory and **Exhibit E**'s TAT Schedule. Results of a routine nature (e.g., general routine automated chemistries and hematology) will, in most cases, be delivered or transmitted back to Customer within twenty-four (24) hours of the time the specimen is received by Vendor's testing facility. Results of tests performed on specimens of a special or non-routine nature (e.g., special chemistries, tissues, etc.) will, in most cases, be delivered or transmitted back to Customer within the times set forth in Vendor's then current turn-around-time schedule (refer to **Exhibit E**).

8. **Primary Testing Pricing.** The Primary Testing Fee Schedule as set out in **Exhibit A** are firm throughout the Term of this Acknowledgement Form.

9. **Return of Specimens.** Customer can request the return of specimens sent to Vendor at no additional charge to Customer. The turn-around-time of Vendor is within 24 hours of request of

Customer.

10. **Reports.** Please choose if you wish to receive from the following Vendor provided reports monthly with contact information and email address to send them electronically:

[X] **Lost Specimen – Contact Name:** Karen Edwards & Lisa Gorlick
Email Address: Karen.Edwards@umcsn.com & Lisa.Gorlick@umcsn.com

[X] **Turn Around Time (TAT) – Contact Name:** Karen Edwards & Lisa Gorlick
Email Address: Karen.Edwards@umcsn.com & Lisa.Gorlick@umcsn.com

[X] **Utilization by Test (dollars & units) – Contact Name:** Karen Edwards & Lisa Gorlick
Email Address: Karen.Edwards@umcsn.com & Lisa.Gorlick@umcsn.com

[X] **Quality Not Sufficient (QNS)/Test Not Performed (TNP) –**
Contact Name: Karen Edwards & Lisa Gorlick
Email Address: Karen.Edwards@umcsn.com & Lisa.Gorlick@umcsn.com

[X] **Other (please specify):** Telephone Response Time (Section 14); Lost and Problem Specimens (Section 16); Missed Specimen Pick-up (Section 17) – the report to include financial compensation
Contact Name: Karen Edwards & Lisa Gorlick
Email address: Karen.Edwards@umcsn.com & Lisa.Gorlick@umcsn.com

11. **Specimen/Courier Pick-up.** Vendor agrees to provide daily specimen pick-up and report delivery service to Customer on a daily basis, Monday through Friday of each week. In some cases, Saturday, Sunday and holiday service shall be available if required and shall be indicated on **Exhibit D**. In the event there is a missed pick-up from courier, Vendor may be subject to the penalty fee listed in Section 17 of this Acknowledgement Form.

12. **Escalation Policy.** Customer acknowledges that Vendor has reviewed and provided a copy of their escalation policies related to courier problems, invoice and payment questions, technical or medical review, quality problems, STAT Tests, missing specimens, and information system related issues and/or concerns (refer to **Exhibit K**).

13. **Vendor Performance Requirements.** Customer is responsible for following the escalation process for any of the area's identified below i.e., Sections 14 to 17.

14. **Telephone Response Time.**

Standard – 95% of all calls will be answered within sixty (60) seconds or less. This shall be measured by Vendor on monthly telephone statistical analysis, which shall be performed on a regional laboratory basis. The results of this analysis shall be provided to HPG or Customer upon request.

Credit – If the above-stated performance standard is not met with respect to any Vendor regional laboratory providing Services hereunder and corrective action is not taken within fifteen (15) days of notification that such standard is not met, a **1% credit shall be issued to the invoice of Customer** that utilizes the particular regional laboratory for net sales over the applicable 30-day period for each failure of Vendor. Such credit shall be issued to Customer's invoice within thirty (30) days of the close of the month in which the performance standard was not met.

15. Turn Around Time (TAT) Performance.

Standard – Turn Around Time ("**TAT**") is defined as the time the specimen enters into a Vendor testing facility until the time the result is reported. Vendor must meet the TAT schedule by 95% of the regional labs published turnaround time. If Customer has identified a TAT problem and notified Vendor of the need for corrective action, and corrective action has not satisfied Customer's TAT issues within a reasonable period, however in no event greater than thirty (30) days, then Customer and Vendor shall select and mutually agree on a list of twenty-five (25) regionally performed Tests to be monitored by Vendor to determine whether Vendor's regional laboratory meets the TAT requirements under this Acknowledgement Form's **Exhibit E**.

Credit – If the above-stated performance standard is not met within fifteen (15) days after notification of the need for corrective action, then Vendor will apply a **3% credit to the invoice of Customer** on the affected volume of test type submitted by Customer for each instance where a TAT standard was not met. Such credit shall be issued to Customer's invoice within thirty (30) days of the close of the month in which the corrective action was initiated and was not met.

16. Lost and Problem Specimens.

Upon the request of Customer, Vendor shall provide to the requesting Customer reports on Customer's lost specimens and agrees to confer with Customer to discuss resolution of any recurring problems relating to such lost or "**Problem Specimens**". A Problem Specimen shall be a specimen that could not be tested due to conditions that occurred while the specimen was in Vendor's possession, such as a specimen that thawed in transit.

Credit – For each Customer's lost or Problem Specimen that was received at Vendor's testing facility according to Vendor's records and verified by Customer, Vendor is required to issue a **$100 credit per incident for a routine specimen** and a **$500 credit for a non-routine specimen**. Such credit shall be issued to Customer's invoice within thirty (30) days of the close of the month in which the performance standard was not met.

17. Missed Specimen Pick-up.

Vendor is responsible for making pick-ups pursuant to its arrangement with Customer in accordance with **Exhibit D**. Customer will require weekend pick-ups as determined at the time the Customer is set-up. Vendor is exempt from paying this penalty fee if the missed scheduled pick-up is due to Acts of God or a life threatening weather condition.

Penalty/Credit – For each missed scheduled specimen pick-up, Vendor is required to pay a **$25 missed scheduled pick-up per incident.** Customer is required to notify Vendor within twenty-four (24) hours of the incident. Such credit shall be issued to Customer's invoice within thirty (30) days of the close of the month in which the performance standard was not met.

18. Compliance.

A. To the extent the requirements of 42 CFR 420.300 et seq. are applicable to the transactions contemplated by this Acknowledgement Form, Vendor agrees to make available to the Secretary of Health and Human Services ("**HHS**"), the Comptroller General of the General Accounting Office ("**GAO**") and their authorized representatives, all contracts, books, documents and records relating to the nature and extent of costs hereunder until the expiration of four (4) years after Services are furnished under this Acknowledgement Form or six (6) years if Services are of the type reimbursable under Medicare+Choice or any other government healthcare program.

If Vendor carries out its obligations under this Acknowledgement Form through a subcontract worth $10,000 or more over a twelve (12) month period with an organization "related" to Vendor, the subcontract will also contain clauses substantially identical to the paragraphs in Section A and will permit access by Customer, the HHS, GAO and their representatives to the "related" organization's books and records.

B. **Government Contractor Requirements.** Each party acknowledges that this Acknowledgement Form incorporates the clauses regarding equal employment opportunity and affirmative action contained in 41 CFR 60-1.4 (Executive Order 11246), 41 CFR 60-250.4 (Vietnam Era Veterans Readjustment and Assistance Act), and 41 CFR 60-741.5 (Rehabilitation Act).

C. The Services provided, conform to all applicable federal, state and local laws, regulations and ordinances, including Federal Drug Administration rules, regulations, guidelines and required approvals, as well as requirements imposed by the Joint Commission and Medicare/Medicaid conditions of participation, and any amendments thereto.

19. Personal Inducements.

No personal cash, merchandise, equipment or other items of intrinsic value shall be offered by or on behalf of either party to the other party and/or its employees, officers, or directors as an inducement.

Each party represents and warrants that it has not made, is not obligated to make, and will not make any payment or provide any remuneration to any third party in return for the other party entering into this Acknowledgement Form or for any business transacted under this Acknowledgement Form.

20. Purchaser's Vendor Relations Policy.

Vendor acknowledges that Customer has a Vendor Relations Policy relating to ethics and compliance issues between vendors and Customer, and that Vendor has received a copy of this policy.

Notwithstanding the foregoing, Vendor will abide by Customer's I-179 Policy, as amended from time to time for any staff, either prime contractor or subcontractor, who will come onsite for business at the Hospital. Also, Vendor will abide by Customer's I-66 Policy, as amended from time to time for any staff, either prime contractor or subcontractor, who works at the Hospital every day.

21. Tests Not Discountable.

Refer to **Exhibit C** on list of Vendor tests that are not discountable.

22. HIPAA. Each party acknowledges that the other party is a "covered entity" as that term is defined at 45 C.F.R. § 160.103. Each party agrees to comply with the applicable provisions of Administrative Simplification Provisions of the Health Insurance Portability and Accountability Act of 1996, as modified at 42 U.S.C. § 1320d *et seq.* ("**HIPAA**") and any current and future regulations promulgated thereunder including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "**Federal Privacy Regulations**"), the federal security standards contained in 45 C.F.R. Parts 160, 162 and 164 (the "**Federal Security Regulations**"), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162 (the "**Federal Electronic Transaction Regulations**"), all as amended from time to time and, all collectively referred to herein as "**HIPAA Requirement**." Each party agrees not to use or further disclose any Protected Health Information (as defined in the Federal Privacy Regulations) or Electronic Protected Health Information (as defined in the Federal Security Regulations) other than as permitted by HIPAA Requirements and the terms of this Acknowledgement Form. Each party will make its internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for covered entities.

23. Audit. Customer shall have the right, during normal business hours and with reasonable advance notice, to review and photocopy Vendor's books, documents and records (whether in hard copy, electronic or other form) that pertain directly to the accounts of Customer, the fees payable to Vendor under this Acknowledgement Form. The audit may be conducted by Customer employees (including contract employees) or by an external auditing firm selected by Customer subject to the confidentiality obligations of this Acknowledgement Form. At the request of Customer, the requested records shall be provided to Customer in electronic form, to the extent available, at the offices of Customer. Customer shall have no obligation to pay any costs incurred by Vendor, or its employees and agents in cooperating with Customer in such audit.

24. Statement provided for Joint Commission purposes:
Vendor shall attain, maintain and provide documentation and reporting compliance as required

by all healthcare, licensing, certifying accrediting organizations related to provision of Services under this Acknowledgement Form (e.g., Healthcare Financing Administration and the College of American Pathology), provided that Customer cooperates and does not hinder Vendor's efforts in this regard. Any material breach of this paragraph is subject to the provisions of Section 15.2 of the HPG Purchasing Agreement between Vendor and HPG regarding termination rights.

25. Miscellaneous Provisions:

A. **Amendments.** No modifications or amendments to this Acknowledgement Form shall be valid or enforceable unless mutually agreed to in writing by the parties.

B. **Assignment.** No assignment of rights, duties or obligations of this Acknowledgement Form shall be made by either party without the express written approval of a duly authorized representative of the other party.

C. **Governing Law.** Nevada law shall govern the interpretation and enforcement of this Acknowledgement Form. Venue shall be any appropriate State or Federal court in Clark County, Nevada.

D. **Relationship of Parties.** None of the provisions in this Acknowledgement Form 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 Acknowledgement Form. 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 Acknowledgement Form is anything other than as described in this Section.

E. **Indemnification.** Vendor agrees to indemnify, defend and hold harmless Customer from and against all claims, liabilities, and expenses, including reasonable attorneys' fees and costs arising out of this Acknowledgement Form which may result from acts, omissions, or breach of this Acknowledgement Form by Vendor, its employees, contractors or agents.

F. **Budget Act and Fiscal Fund Out.** In accordance with the Nevada Revised Statutes (NRS 354.626), the financial obligations under this Acknowledgement Form 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 Acknowledgement Form 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 Acknowledgement Form. Customer agrees that this Section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to this Acknowledgement Form. In the event this Section is invoked, this Acknowledgement Form 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.

G. **Notices.** All notices required under this Acknowledgement Form must be submitted in writing and delivered by U.S. mail, postage prepaid, certified mail, facsimile, electronic mail or by hand delivery, and directed to the appropriate party as follows:

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

Vendor: Laboratory Corporation of America Holdings and its subsidiaries
Attn: Barbra Bond
531 S. Spring St., 3rd Floor
Burlington, NC 27215

26. The terms and conditions of the HPG Purchasing Agreement between Vendor and HPG are hereby incorporated by reference into this Acknowledgement Form. Except for governing law and any indemnification, Purchaser's Vendor relations policy on credentialing and confidentiality obligations between Vendor and Purchaser, in the event of a conflict between this Acknowledgement Form and the Purchasing Agreement, the Purchasing Agreement shall control.

University Medical Center of Southern Nevada Authorized Signature	Laboratory Corporation of America Holdings and its subsidiaries Authorized Signature
Mason VanHouweling Chief Executive Officer	Scott Gillam Controller
Date	Date

Contact Information

Purchaser or Group: University Medical Center of Southern Nevada

Facility Name: University Medical Center of Southern Nevada

Principal Contact: Lisa Gorlick

Title: Director of Laboratory Services

GPO Identification No.: K5670

GLN Identification No.: _____

Physical Facility Address: 1800 W. Charleston Blvd., Las Vegas, NV 89102

e-Mail Address: Lisa.Gorlick@umcsn.com

Phone Number: (702) 383-2413

Fax Number: _____

County: Clark

Lab Director: Lisa Gorlick Phone: (702) 383-2413 e-Mail: Lisa.Gorlick@umcsn.com

LabCorp Contact: Lisa Gorlick Phone: (702) 383-2413 e-Mail: Lisa.Gorlick@umcsn.com

Facility IT&S Contact: Laura Wicklein and Jolyn Pinzl Phone: (702) 383-6227 and (702) 383-6227
e-Mail: Laura.Wicklein@umcsn.com and Jolyn.Pinzl@umcsn.com

LabCorp IT&S Contact: _____ Phone: _____ e-Mail: _____

Exhibit A

Primary Testing Fee Schedule

Services with Prices

Services:

"Send-Out Tests". A list of Send-Out Tests including the name and address to which reference laboratory such tests will be sent as listed in **Exhibit I.** Newly acquired laboratories and an accurate updated list of the Send-Out Tests by Vendor shall be added to **Exhibit I** in writing to HPG as appropriate. Such updates to **Exhibit I** must be updated at the end of every quarter and shall be accurate, and Vendor will notify Customer in writing of the updates. Any tests sent out to laboratories owned by Vendor would not be considered a Send-Out Test. Failure to do so will result in Vendor being charged a "Non-Update Penalty" of $500 per quarterly reporting period. For all Send-Out Tests (excluding any California Purchasers), a **$10 handling fee (i.e., Send-Out Test fee) has already been factored into the Exhibit I pricing.** No other mark-up shall apply.

"Stat Tests" shall be defined as those tests that Customer requests to be expedited. Vendor will provide "STAT Testing" at Customer's request to the extent such testing is offered in the particular location. STAT Testing is defined as a test that Customer requests to be expedited and that the regional laboratory performs on a STAT basis during normal business hours (i.e., Monday to Friday, 8:00 AM to 5:00 PM) and from a regular pick-up schedule. If a STAT Test is requested under these circumstances, then no additional fee is applied. **If a STAT Test is requested and such specimen(s) will be picked-up outside of Vendor's regular courier schedule for the requesting Customer, an additional fee of $15 will be assessed per pick-up**; provided however, if Vendor is required to use a contracted courier for such pick-up, and the contracted courier charges a fee greater than $15 for such after-hours STAT pick-up, Vendor shall charge Customer such fee, without any additional markup by Vendor. Vendor will develop and provide to Customer a daily schedule of courier pick-ups.

"Bi-Directional Interface Development". Customer presently maintains industry standard Laboratory Information System ("**LIS**") Interfaces and HL7 format, and Vendor will provide functioning bi-directional interfaces to Customer, **at no additional charge to Customer**. With the interfaces, Customer agrees to execute Vendor's Laboratory Interface System Agreement, attached hereto as **Exhibit N**, and comply with the terms set forth therein.

"Dictionary Development". Vendor will support the interface dictionary build of the tests database utilized by the facilities and perform database validation on all tests Vendor builds at no cost to the requesting Customer.

"Cross Reference of Test Codes". Should Vendor utilize multiple test codes for the same test (excluding test codes assigned to STAT charges), Vendor is required to provide a detailed cross reference of those codes and the applicable facility name and location which uses the delineated test code numbers. This Cross Reference of Test Codes List is attached as **Exhibit J** and must be updated in writing at the end of every quarter to HPG electronically, and Vendor will notify Customer in writing of the updates. Failure to provide an accurate and timely report to HPG will result in Vendor being charged a "Non-Update Penalty" of $500 per quarterly reporting period.

"Adding/Changing/Deleting Tests Under the Acknowledgement Form". All tests to be added, changed, and/or deleted from the Acknowledgement Form shall be provided, on a quarterly basis, to the HPG Laboratory Advisory Board Chairperson, Christa Pardue at Christa.Pardue@healthtrustpg.com, and the HPG Customer Service at https://scrubs.healthtrustpg.com/customerservice. This list of changes must be updated and provided to HPG at the end of every quarter by Vendor. Failure to do so will result in Vendor being charged a "Non-Update Penalty" of $500 per quarterly reporting period. New tests added to this Acknowledgement Form will be priced at mutually agreed upon prices between Customer and Vendor. The Vendor List Fee Schedule shall be provided to the HPG Contract Manager and shall be included herein by reference. In the event Vendor releases a new test, Vendor will follow the amendment process before any new test is added to this Acknowledgement Form. Vendor shall provide the following information regarding any new test: Test Name, Category, CPT Code, Vendor's Test Code, Published List Price and HPG Price. The Vendor List Fee Schedule is attached in **Exhibit B**. HPG reserves the right to determine the applicable category for any new test.

Rebates: Not applicable

Committed Level Prices: Prices for the 90% Committed Level Requirement (as defined in Section 1 of this Acknowledgement Form): The Committed Level requirement shall be for those Customers who purchase 90% or more of their aggregate quarterly purchases of reference laboratory testing Services with Vendor.

Non-Committed Level Prices: The non-committed level shall be for those Customers who purchase less than 90% of their aggregate quarterly purchases of reference laboratory testing Services with Vendor. For the Services ordered by Customer and performed by Vendor, Customer agrees to pay the fees set forth in Vendor's List Fee Schedule in **Exhibit H**, less a minimum of 25% discount.

Instruments: Vendor shall provide instruments and any other items used in connection with the connectivity as set out in **Exhibit O** (eResults Inquiry and Email Result Notification Internet Access Agreement) and **Exhibit N** (Laboratory Interface System Agreement) at no additional cost to Customer.

Exhibit B

Vendor List Fee Schedule

[The information in this attachment is confidential and proprietary in nature.]

Exhibit C

Tests Not Discountable

[The information in this attachment is confidential and proprietary in nature.]

Exhibit D

Courier Specimen Pick- up Schedule:

- Monday to Sunday including Holidays; no after-hour pay will be charged to Customer
- Requires twice daily pick-up (between 10AM - 12PM and 3PM - 5PM), and/or as needed

Other:

_____

_____

Mail Shipping Supplies to:

University Medical Center of Southern Nevada
Attn: Laboratory Department
1800 W. Charleston Blvd.
Las Vegas, NV 89102

Exhibit E

Turn Around Time Schedule

[A complete copy of this Exhibit is on file at UMC Contracts Management Department at 1800 W. Charleston Blvd., Las Vegas, NV 89102.]

Exhibit F

Purchaser Information To Establish Vendor Account

Billing Information:
Name (line 1): University Medical Center of Southern Nevada
Name (line 2): _____ Address: 1800 W. Charleston Blvd.
City: Las Vegas
County: Clark
State: NV
Zip Code: 89102
Phone Number (with area code): (702) 383-2413
Fax Number (correspondence – no results): (_____) _____ -_____
Contact Name First and Last: Lisa Gorlick, Director of Laboratory Services

Facility Type (check one)
__Alcohol & Drug Abuse (ADA)
__Family Practice (FP)
__General Practice (GP)
__Gynecology (GYN)
X Hospital or Department within the Hospital (HL)
__Internal Medicine (IM)
__Obstetrics (OBS)
__Obstetrics & Gynecology (OBG)
__Psychiatry (P)
__Urology (UR)
__Other (describe): _____

Indicate parties to be billed:
X Client
__*Patient (direct)
X *Third party Payers to include Medicare, Medicaid and/or Private Insurance

*If Patient and/or Third party billing options are selected, please provide the names and National Provider Identifier (NPI – 10 digits in length) of all individuals who are authorized to order and who will order laboratory testing through this account below:

First Name	Last Name	NPI (10 digits in length)

Exhibit G

Group Information

Group Name: _____

Key Contact for Group: _____

Title: _____

Phone #: _____

Email Address: _____

GPOID/GLN	Facility Name	Address	Contact Person	Phone Number

"Group" shall be defined as an HPG Participant, or an entity within an HPG Participant, which owns or controls at least five (5) Purchasers. An HPG Participant may have more than one Group.

Please complete and sign this entire form.

Exhibit H

NON - COMMITTED LEVEL
PURCHASER Price Test List

MINIMUM OF 25% OFF LIST PRICES IN EXHIBIT B

PURCHASER: _____
ACCOUNT NUMBER: _____
DATE: _____

☐ PLEASE CHECK HERE IF AMENDING YOUR ORIGINAL NON-COMMITTED PURCHASER LEVEL PRICE LIST

1	**TEST NAME**	**TEST CODE**	**DISCOUNT OFF LIST PRICE**	**NON-COMMITTED PURCHASER PRICE $**
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				

I CERTIFY THAT THE TESTS AND PRICES LISTED ABOVE ARE THE "NON-COMMITTED PURCHASER PRICE LIST" TESTS I HAVE SELECTED. I UNDERSTAND THAT MY DISCOUNT OFF LIST PRICES MAY BE ADJUSTABLE (HOWEVER IN NO EVENT SHALL IT BE LESS THAN 25% OFF OF THE LIST PRICES IN **EXHBIT B**) ON A SEMI-ANNUAL BASIS AND I WILL NOTIFY MY SERVICE REPRESENTATIVE OF ANY CHANGES AT LEAST 30-DAYS PRIOR TO THE ADJUSTMENT DATE SHOULD I WISH TO REMOVE OR ADD TESTS TO THE ABOVE LIST. A COMPLETE COPY OF THIS WILL BE RETURNED TO YOU FOR YOUR REVIEW, APPROVAL AND SIGNATURE.

_____
NAME OF AUTHORIZED FACILITY DESIGNEE (PLEASE PRINT)

_____
NAME OF LABORATORY CORPORATION OF AMERICA HOLDINGS AND ITS SUBSIDIARIES AUTHORIZED SIGNER (PLEASE PRINT)

_____
SIGNATURE & DATE

_____
SIGNATURE & DATE

Exhibit I

Send-Out Tests

[The information in this attachment is confidential and proprietary in nature.]

[This Exhibit is subject to change and will notify Customer in writing.]

Exhibit J

Cross Reference of Test Codes List

[The information in this attachment is confidential and proprietary in nature.]

[This Exhibit is subject to change and will notify Customer in writing.]

Exhibit K

LabCorp's Escalation Protocol

Vendor has designed an Escalation Protocol for use by Customers.

As a Customer of Vendor, your **local Hospital Services and Support Team Hotline** or your local **Customer Services Department** is available to assist you with questions or concerns regarding any aspect of Vendor services provided. All initial inquiries should be directed to either of these departments, to provide you with a one-call resolution.

Vendor has a national toll free number routed based on area code to the nearest LabCorp call center. This toll free number is 1-888-LabCorp, however callers may utilize local numbers as set out below to contact customer service locations.

State	Phone Number	Customer Service Location
Alabama	800-852-2708	Birmingham, Alabama
Alaska	800-598-3345	Seattle, Washington
Arizona	800-788-9738	Phoenix, Arizona
Arkansas	800-852-2708	Birmingham, Alabama
California	800-859-7001	San Diego, California
Colorado	800-457-1177	Kansas City, Missouri
Connecticut	800-745-0233	Mitchell-Field, NY
Delaware	800-745-0233	Mitchell-Field, NY
Florida	800-877-7831	Hollywood, Florida
Georgia	800-852-2708	Birmingham, Alabama
Idaho	800-598-3345	Seattle, Washington
Illinois	800-321-3862	Columbus, Ohio
Indiana	800-321-3862	Columbus, Ohio
Iowa	800-457-1177	Kansas City, Missouri
Kansas	800-457-1177	Kansas City, Missouri
Kentucky	800-321-3862	Columbus, Ohio
Louisiana	800-852-2708	Birmingham, Alabama
Maine	800-745-0233	Mitchell-Field, NY
Maryland	800-745-0233	Mitchell-Field, NY
Massachusetts	800-745-0233	Mitchell-Field, NY
Michigan	800-321-3862	Columbus, Ohio
Minnesota	800-457-1177	Kansas City, Missouri
Mississippi	800-852-2708	Birmingham, Alabama
Missouri	800-321-3862	Columbus, Ohio
Montana	800-457-1177	Kansas City, Missouri
Nebraska	800-457-1177	Kansas City, Missouri
Nevada	800-788-9738	Phoenix, Arizona

New Hampshire	800-745-0233	Mitchell-Field, NY
New Jersey	800-745-0233	Mitchell-Field, NY
New Mexico	800-800-4838	San Antonio, Texas
New York	800-745-0233	Mitchell-Field, NY
North Carolina	800-762-4344	Burlington, North Carolina
North Dakota	800-457-1177	Kansas City, Missouri
Ohio	800-321-3862	Columbus, Ohio
Oklahoma	800-800-4838	San Antonio, Texas
Oregon	800-598-3345	Seattle, Washington
Pennsylvania	800-321-3862	Columbus, Ohio
Puerto Rico	800-877-7831	Hollywood, Florida
Rhode Island	800-745-0233	Mitchell-Field, NY
South Carolina	800-762-4344	Burlington, North Carolina
South Dakota	800-457-1177	Kansas City, Missouri
Tennessee	800-852-2708	Birmingham, Alabama
Texas	800-800-4838	San Antonio, Texas
Utah	800-457-1177	Kansas City, Missouri
Vermont	800-745-0233	Mitchell-Field, NY
Virginia	800-762-4344	Burlington, North Carolina
Washington	800-598-3345	Seattle, Washington
West Virginia	800-321-3862	Columbus, Ohio
Wisconsin	800-321-3862	Columbus, Ohio
Wyoming	800-457-1177	Kansas City, Missouri

Initial inquiries can be directed to either of the aforementioned call centers and/or departments. Should the issue presented be a concern, an HPG Client Concern Document will be completed with specific facility information regarding the nature of the concern. The HPG Client Concern Document is attached to this Acknowledgement Form as **Exhibit L**. The HPG Client Concern Document is then relayed to the supervisor of the appropriate department, who will then research the issue for response, resolution and a satisfactory outcome will be reported to your facility.

A satisfactory outcome should be reported to your facility within 48 hours of receipt of the HPG Client Concern Document.

Should you feel additional inquiry is needed, we have attached a contact sheet for each of Vendor's Laboratories (See **Exhibit M**). Areas listed on the contact sheet are information systems, technical / medical consultation, sample integrity, courier service, and invoice / credit issues.

Should you feel an unsatisfactory response has been offered, you may contact Sharon Roberts, Vendor's Hospital Business Group at 800-635-2252, ext. 1118 or Ruth Saloom at 334-224-1046.

Exhibit L

HPG Client Concern Document

[The information in this attachment is confidential and proprietary in nature.]

Exhibit M

Vendor's Laboratories

[The information in this attachment is confidential and proprietary in nature.]

Exhibit N

LIS Interfaces and Purchaser Connectivity

1. **Interface Replacement/Development.** For Customers maintaining industry standard Laboratory Information System ("**LIS**") Interfaces and HL7 format, whose monthly Vendor laboratory testing purchases are $5,000 or more, Vendor will establish functioning bi-directional interfaces upon reasonable request by Customer **at no additional charge**. For Customers maintaining LIS Interfaces which do not conform to industry standards, Vendor agrees to review such interface and determine on a case-by-case basis whether to establish functioning interfaces. To obtain such interfaces, Customer must execute Vendor's Laboratory Interface System Agreement, in the form attached hereto as **Schedule 1** to this **Exhibit N**, and comply with the terms set forth therein which requires at least a 36-month commitment. Customer will be required to pay a pro rata portion of the cost of the interface if Customer terminates the Acknowledgement Form prior to the end of the 36 months.

2. **Interface Testing.** Vendor shall in cooperation with Customer and Customer's LIS vendor provide quality assurance testing of interface tests prior to finalizing interface implementation. Where possible, the parties will develop automated interface testing routines to speed up the testing process, in addition to the manual testing.

3. **HPG/Purchaser Interface Investments.** Customer will provide a contact person to consult and assist in interface development. Vendor agrees to abide by the terms and conditions required in this **Exhibit N** entitled "LIS Interfaces and Purchaser Connectivity."

4. **Internet Connectivity.** Vendor understands that Customer may implement internet-based connectivity for the ordering and receiving of tests and results, including utilization of a system provided by another web-enabled vendor. Vendor agrees to work with such providers upon commercially reasonable terms and conditions subject to appropriate written agreements between Customer and Vendor.

5. **Scheduled Downtime Notices.** Vendor will provide a minimum of thirty (30) days written notice to Customer of scheduled Vendor system downtime.

6. **System Changes.** In the event changes driven by Customer or Customer's third party supplied systems are required to the standard interfaces for any reason, those changes will be communicated to Vendor and Vendor shall cooperate with Customer and Customer's LIS vendor to accommodate such changes on a mutually agreed upon timeline, unless such changes are commercially impracticable, to the extent consistent with and permitted by applicable law, and subject to Customer absorbing the costs associated with making the interface changes.

7. **Support of Interface.**

   7.1 In the event orders are not flowing to Vendor's system, or results are not being

received in Customer's system, Vendor, Customer and Customer's LIS vendor will ensure that the data is being properly qued for transmission within its system and will work together as necessary to identify and resolve any errors in the transmission process.

7.2 Vendor represents that it has in place security measures, safeguards and procedures designed to prevent unauthorized access to and disclosure of confidential information and unauthorized access to Vendor's systems.

7.3 Vendor has processes by which it identifies and tracks information security issues or vulnerabilities identified in its software or system on a timely and routine basis.

Schedule 1

LABORATORY INTERFACE SYSTEM AGREEMENT

This Laboratory Interface System Agreement ("**LIS Agreement**") is made this 1st day of January, 2020 ("**Effective Date**"), 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 ("**HOSPITAL**"), having a principal place of business at 1800 W. Charleston Blvd., Las Vegas, NV 89102 and Laboratory Corporation of America Holdings and its subsidiaries having facilities in Burlington, North Carolina ("**LABCORP**").

Whereas, HOSPITAL utilizes a hospital information system developed by a third party vendor (the "**HOSPITAL SYSTEM**"); and

Whereas, HOSPITAL has requested that LABCORP arrange for the installation of a customized computer interface between the HOSPITAL SYSTEM and the LABCORP system (the "**INTERFACE**") which will enable HOSPITAL to communicate more efficiently with LABCORP; and

Whereas, to facilitate the ordering of tests from the HOSPITAL SYSTEM and reporting of results from the LABCORP system, LABCORP is willing to assist HOSPITAL in arranging for the installation of the INTERFACE in accordance with the terms of this LIS Agreement.

LABCORP and HOSPITAL agree as follows:

1. **LABCORP Financial Responsibility.** LABCORP will assume financial responsibility for a fully functional bi-directional INTERFACE and agrees to assist HOSPITAL in arranging with the third party vendor set forth on **Schedule 2** to this LIS Agreement, attached hereto and incorporated herein by reference ("**VENDOR**") for the development and installation of the INTERFACE described on **Schedule 2** to this LIS Agreement.

2. HOSPITAL agrees to use commercially reasonable efforts to cooperate with VENDOR and LABCORP in connection with such installation and to recommend to HOSPITAL's governing body or designee to enter into necessary software licenses or similar agreements required by VENDOR to facilitate development and/or installation of the INTERFACE. HOSPITAL agrees to establish mutually acceptable timeframes with LABCORP for achieving completion and implementation of the INTERFACE.

3. HOSPITAL agrees to participate with LABCORP and VENDOR in the testing of the INTERFACE, including but not limited to the sending of data to LABCORP to test the INTERFACE. If required by the INTERFACE and/or VENDOR, HOSPITAL and LABCORP will work together to establish a cross-reference file.

4. **Costs.** HOSPITAL shall be responsible for all costs related to upgrades to HOSPITAL

SYSTEM whether required by the INTERFACE and/or VENDOR or otherwise, prior to INTERFACE installation. Following installation of the INTERFACE, HOSPITAL shall be responsible for all maintenance, support and service fees whether required by VENDOR or otherwise, which are related to the HOSPITAL SYSTEM. LABCORP shall be responsible for all maintenance, support and service fees required by VENDOR which are directly related to the INTERFACE.

5. **Term and Termination.** The continuation of this LIS Agreement is contingent upon the Term of the Acknowledgement Form ("**Term**"). This LIS Agreement may be terminated by either party, with or without cause, at any time, by giving the other party a sixty (60) day prior written notice.

6. HOSPITAL acknowledges that any claims related to the installation or functioning of the INTERFACE shall be brought to the attention of VENDOR. LABCORP shall not be responsible for any claim in connection with the installation or performance of the INTERFACE.

7. LABCORP may find it necessary to place equipment at HOSPITAL's location with respect to the effective functioning of such INTERFACE ("**EQUIPMENT**"). LABCORP shall retain title and/or its other ownership interest in the EQUIPMENT. HOSPITAL agrees that the EQUIPMENT is and shall remain LABCORP's personal property. HOSPITAL shall not sell, mortgage, assign, transfer, lease, sublet, loan, or part with possession of the EQUIPMENT, or any interest thereon, or permit any liens or charges to become effective thereon. As between LABCORP and HOSPITAL, and until such EQUIPMENT is returned to LABCORP (or otherwise disposed of as directed by LABCORP at LABCORP's sole expense), HOSPITAL shall not be responsible for any of LABCORP's supplies or equipment while onsite.

8. HOSPITAL represents and warrants that no physician or physician's family member has an interest in this LIS Agreement or in HOSPITAL, either directly or indirectly, through debt, equity or otherwise. It is the intent of the parties hereto to comply with Section 1877 of the Social Security Act (commonly known as the "**Stark Provisions**") and the anti-kickback provisions set forth in the fraud and abuse sections of 42 U.S.C. 1320a, and any regulations issued thereunder and any similar state laws and regulations. Therefore, the parties agree that pursuant to this LIS Agreement, LABCORP shall only provide items, devices, or supplies that are used solely to order or communicate the results of tests or procedures performed by LABCORP for HOSPITAL.

   The terms of this LIS Agreement are intended to be in compliance with all applicable federal, state and local statutes, regulations and ordinances, including but not limited to the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**"). Should either party reasonably conclude that any portion of this LIS Agreement is or may be in violation of such requirements or subsequent enactments by federal, state or local authorities, this LIS Agreement shall terminate immediately by written notice thereof to the other party unless the parties agree to such modifications of the LIS Agreement as may be necessary to establish compliance.

9. If LABCORP will bill patients or third-party payors for the laboratory tests ordered by HOSPITAL from LABCORP, HOSPITAL understands that it is HOSPITAL's responsibility to provide LABCORP with current billing information, including but not limited to ICD-9 or ICD-10 (as applicable) codes and patient and insurance information on all tests ordered by HOSPITAL from LABCORP.

10. All written notices pursuant to this LIS Agreement shall be deemed given when sent to LABCORP and to HOSPITAL by U.S. mail, postage prepaid, certified mail, facsimile, electronic mail or by hand delivery, and directed to the appropriate party as follows:

if to LABCORP:

Laboratory Corporation of America
Attention: Contract Administrator
531 S. Spring St., 3rd Floor
Burlington, NC 27215

with a copy to:

Laboratory Corporation of America
Attention: Law Department
531 S. Spring St., 3rd Floor
Burlington, NC 27215

and if to HOSPITAL:

University Medical Center of Southern Nevada
Attention: Contracts Management
1800 W. Charleston Blvd.
Las Vegas, NV 89102

or to such other address or person as LABCORP or HOSPITAL shall specify by written notice to the other.

11. This LIS Agreement constitutes the entire understanding between the parties hereto with respect to the subject matter herein and no amendment or modification of its terms shall be valid or binding upon any party unless reduced to in writing and signed by authorized representatives of the parties hereto. The terms and conditions of the Purchasing Agreement between LABCORP and HPG shall be included in this LIS Agreement by reference. In the event of a conflict between the terms and conditions of this LIS Agreement and the Purchasing Agreement between LABCORP and HPG, the terms of this LIS Agreement shall control.

IN WITNESS WHEREOF, the parties have caused this LIS Agreement to be executed in their names as their official acts by their respective representatives, each of whom is duly authorized to execute the same.

Laboratory Corporation of America Holdings ("LABCORP")	University Medical Center of Southern Nevada ("HOSPITAL")
By:_____ Scott Gillam Controller	By:_____ Mason VanHouweling Chief Executive Officer
Date:_____	Date:_____

Schedule 2

Description of INTERFACE/ Dictionary Build.

Bi-Directional Interface developed by Cerner which allows 1) the HOSPITAL SYSTEM to electronically transmit test orders to the LABCORP SYSTEM and for the LABCORP SYSTEM to electronically receive the transmission of such test requests from the HOSPITAL SYSTEM; and 2) the LABCORP SYSTEM to electronically transmit test results to the HOSPITAL SYSTEM and the HOSPITAL SYSTEM to electronically receive the transmission of such test results from the LABCORP SYSTEM.

Exhibit O

eResults Inquiry and Email Result Notification Internet Access Agreement

IMPORTANT READ CAREFULLY: The eResults Inquiry and eMail Result Notification Internet Access Agreement ("**Agreement**") is a legal agreement between you (hereinafter referred to as "**User**") and Laboratory Corporation of America Holdings and its subsidiaries (hereinafter referred to as "**LabCorp**") for your use of the eResults product. By clicking the "I ACCEPT" button, User agrees to be bound by the terms of this Agreement. If you have questions about this Agreement, please contact your local LabCorp representative. **For avoidance of doubt, all in the event of a conflict, the terms of the Acknowledgement Form shall control.**

As used in this Agreement, the term "User" includes the ordering physician or other ordering physician employee who is authorized by ordering physician to access the eResults for System Information, or other person, as designated by applicable laws, rules and regulations.

1. System and System Information. LabCorp offers a service that allows User to access certain information, including (a) certain laboratory reports and laboratory test information as contained in LabCorp's Directory of Services, (b) preliminary test results for tests performed by LabCorp retrieved through eResults Inquiry, (c) chartable patient test results for tests performed by LabCorp and (d) archived test data that User has requested (collectively, "**System Information**"), via the Internet by either selecting the LabCorp icon through a LabCorp approved third party web site or directing an Internet web browser to visit a specific web site address located within LabCorp's web site and proprietary system (the "**System**"). User agrees that access to the System and System Information is provided only to obtain the System Information that is intended for the User. Unauthorized exploring or mining of the System by User or any person under User's control is strictly prohibited and shall lead to immediate termination of User's use of the System.

2. LabCorp's Right to Modify. User agrees that LabCorp may supplement, delete, amend or otherwise modify the System, System Information to improve the functionality for LabCorp's customers from time to time.

3. User Information. User hereby represents to LabCorp that all information User provided to LabCorp is current, accurate and complete. User agrees to update such information immediately upon any changes in such information by providing the updated information to LabCorp in writing. User shall have a user name, a user ID and a password for accessing the System. User agrees that User will not permit any unauthorized individuals to have access to or use any user name, user ID or password. Passwords are to be updated every 90 days. User agrees to immediately notify LabCorp if any user name, user ID or password becomes obsolete or available at any time to an unauthorized individual, including without limitation, as a result of personnel changes to ordering physician office or inadvertent disclosure.

4. Archived Test Result Data. After a certain period of time the patient test results will

be moved to an archive which is accessible by User. After six (6) months from the date the testing is completed, test result data will no longer be available on the System.

5. System Information. **System Information obtained through the eResults Inquiry Module is not the final or official report.** LabCorp will furnish a copy of the official report to User in accordance with LabCorp's customary practices. **System Information obtained through the eMail Result Notification Module is the final and official report.** LabCorp assumes no liability for the failure or delay of User to retrieve patient test results from the System once they are made available for retrieval.

6. Necessary Equipment. User is responsible for providing, at User's own cost, all telephone service (whether local or long distance), modems, phone lines, computers, software, Internet access and any other equipment or services necessary for User to use the System and access System Information.

7. Confidentiality. User acknowledges that the use of the System and access to System Information will involve access to highly confidential information. User agrees to ensure that use of the System and all information obtained through its use by User is in compliance with all applicable laws and regulations, including the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**") and all regulations relating thereto and any other laws and regulations governing restricted access to and the confidentiality of patient clinical records and individually identifiable health information. User agrees that User shall not disclose, by any means, such information to any unauthorized person, business or other entity. User agrees that User shall not permit any unauthorized person, business or entity to review or copy any such information except as provided by law. User will be responsible for violation of any applicable law and for any misuse of that information.

8. Warranty/Liability. As the System utilizes the Internet, the System, System Information and LabCorp eResults Inquiry and eMail Result Notification are provided on an "as-is" and "as-available" basis.

9. LabCorp's Proprietary Rights. LabCorp is the creator and owner of the System. User agrees not to change or delete any proprietary notices from the System or from any System Information, or other materials provided by LabCorp or retrieved from the System. Any other copying, redistribution, retransmission or publication of any System Information or material provided without the prior express written consent of LabCorp, is strictly prohibited.

10. Indemnification. Intentionally deleted.

11. Term and Termination. This Agreement shall remain in force and effect for successive annual periods unless terminated per conditions herein or upon termination of the Acknowledgement Form. User and LabCorp shall have the right to terminate this Agreement, with or without cause, at any time, by giving the other party a sixty (60) day prior written notice. In addition, if ordering physician should at any time discontinue using LabCorp's laboratory services, the parties acknowledge that there shall be no further need for User to have the eResults Inquiry and eMail Result Notification, and this Agreement shall terminate

immediately.

Without prejudice to any other rights, LabCorp may immediately terminate this Agreement if User fails to comply with the terms and conditions of this Agreement. In such event, User must discontinue use of the eResults Inquiry and eMail Result Notification, and destroy all copies of the documentation and materials accompanying its use.

12. Conflict. Except for governing law and any indemnification, Purchaser's Vendor relations policy on credentialing and confidentiality obligations between User and LabCorp, in the event of a conflict between the terms and conditions of this Agreement and the Purchasing Agreement between LabCorp and HealthTrust Purchasing Group, L.P. ("**Purchasing Agreement**"), the terms of the Purchasing Agreement shall control.

13. Referral of Medicare or Medicaid Testing. The parties acknowledge and agree that any benefit, consideration or remuneration conferred upon ordering physician by virtue of this Agreement is not conditioned upon the referral of Medicare or Medicaid testing to LabCorp.

14. Compliance with Applicable Laws and Regulations. The terms of this Agreement are intended to be in compliance with all federal, state and local statutes, regulation and ordinances, including, those laws and regulations referenced in Section 7 applicable on the date this Agreement takes effect. Should legal counsel for either party reasonably conclude that any portion of this Agreement is or may be in violation of such requirements, or subsequent enactments by federal, state or local authorities, or if any change or proposed change would materially increase the cost of LabCorp's performance hereunder, or otherwise adversely affect LabCorp's ability to perform hereunder, LabCorp shall have the right to terminate this Agreement immediately and without penalty.

December 10th, 2019

Kristine Sy
Contracts Specialist
University Medical Center of Southern Nevada
1800 W. Charleston Blvd.
Las Vegas, NV 89102

Re: Request for competitive bidding information regarding Reference Laboratory Testing Services.

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 Reference Laboratory Testing Services. 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 are 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 on-line 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 Reference Laboratory Testing Services category. HealthTrust issued RFPs and received proposals from identified suppliers. The suppliers that offered competitive pricing and met other criteria for Reference Laboratory Testing Services LabCorp, NeoGenomics, and Quest. Contracts were executed in July 2017 with LabCorp and Quest.

I hope this satisfies your request. Please contact me with any additional questions.

Sincerely,

Craig Dabbs
Account Director, Member Services

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	☐ PBE	☐ VET	☐ DVET	☐ ESB
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: 110

Corporate/Business Entity Name:	Laboratory Corporation of America		
(Include d.b.a., if applicable)			
Street Address:	7777 Forest Lane, Suite C-350	Website:	www.Labcorp.com
City, State and Zip Code:	Dallas, TX 75230	POC Name:	Oran Cogdill
		Email:	cdillo@labcorp.com
Telephone No:	(972) 698-6000	Fax No:	
Nevada Local Street Address: (If different from above)	731 Pilot Road, Suite E	Website:	www.labcorp.com
City, State and Zip Code:	Las Vegas, NV 89119	Local Fax No:	(702) 733-8457
Local Telephone No:	(702) 800-9120	Local POC Name:	Gregory Hill, Manager Hospital Operations
		Email:	Hillg1@labcorp.com

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.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)

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/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 — Robert L. Nelson, Jr. (Print Name)

Senior Vice President (Title) — 4/18/18 (Date)

REVISED 7/25/2014

Management Team

David P. King
Chairman and Chief Executive Officer

Glenn A. Eisenberg
Executive Vice President and Chief Financial Officer

Gary M. Huff
Chief Executive Officer, LabCorp Diagnostics

John D. Ratliff
Chief Executive Officer, Covance Drug Development

Lance V. Berberian
Senior Vice President and Chief Information Officer

Edward T. Dodson
Senior Vice President and Chief Accounting Officer

F. Samuel Eberts III
Senior Vice President, Chief Legal Officer and Secretary

Lisa J. Uthgenannt
Chief Human Resources Officer

Brian J. Caveney
Chief Medical Officer

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Board of Directors



David P. King

Chairman and Chief Executive Officer

Mr. King has served as Chairman of the Board, President, and Chief Executive Officer of the Company since May 6, 2009; prior to that date he served as a director, President and Chief Executive Officer of the Company since January 1, 2007. Mr. King served as Executive Vice President and Chief Operating Officer from December 2005 to January 2007, as Executive Vice President of Strategic Planning and Corporate Development from January 2004 to Decemb... More >>



Kerrii B. Anderson

Director

Ms. Anderson has served as a director of the Company since May 17, 2006. Ms. Anderson was Chief Executive Officer of Wendy's International, Inc., a restaurant operating and franchising company, from April 2006 until September 2008, when the company was merged with Triarc. Ms. Anderson served as Executive Vice President and Chief Financial Officer of Wendy's International from

2000 to 2006. Prior to this position, she was Chief Financial Officer, ... More >>



Jean-Luc Bélingard

Director

Jean-Luc Bélingard has served as a director of the Company since April 28, 1995. Since 2011, Mr. Bélingard has been Chairman of bioMérieux, the worldwide leader of the IVD microbiology segment and a non-US public company. Mr. Bélingard also served as Chief Executive Officer of bioMérieux from July 2011 to April 2014. Mr. Bélingard retired as Chairman and Chief Executive Officer of Ipsen SA, a diversified French healthcare holding company, on Nove... More >>



D. Gary Gilliland M.D., Ph.D.

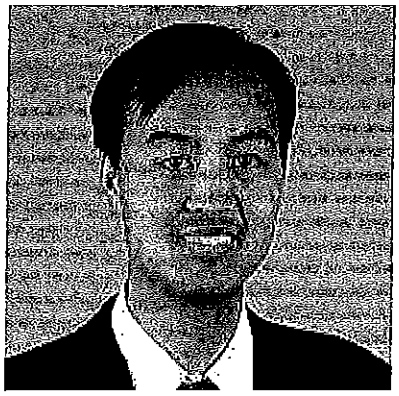
Director

Dr. Gilliland has served as a director of the Company since April 1, 2014. Since January 2, 2015, Dr. Gilliland has served as President and Director of the NCI designated Fred Hutchinson Cancer Research Center in Seattle, WA. Prior to that, he was the inaugural Vice Dean and Vice President for Precision Medicine at the University of Pennsylvania Perelman School of Medicine from October 2013 to January 2015, where he was responsible for synthesizi... More >>

Garheng Kong M.D., Ph.D.

Director

Dr. Kong has served as a director of the Company since December 1, 2013. Dr. Kong is the Managing Partner of Sofinnova HealthQuest Capital, a healthcare-focused



investment firm, and was previously a general partner at Sofinnova Ventures, a position he held from 2010 to 2013. Before joining Sofinnova, Dr. Kong was a general partner from 2000 to 2010 at Intersouth Partners, a venture capital firm where he was a founding investor or board member for... More >>



Robert E. Mittelstaedt, Jr.

Lead Independent Director

Robert E. Mittelstaedt, Jr. has served as a director of the Company since November 1996. Mr. Mittelstaedt is Dean Emeritus of the W. P. Carey School of Business at Arizona State University where he served as Dean and Professor of Management from 2004 to 2013. Prior to June 30, 2004, he was Vice Dean, Executive Education of The Wharton School, University of Pennsylvania. Mr. Mittelstaedt had served with The Wharton School since 1973, with the exce... More >>



Peter M. Neupert

Director

Mr. Neupert has served as a director of the Company since January 2013. Mr. Neupert was an Operating Partner at Health Evolution Partners, a health only, middle market private equity firm, from January 2012 until June 2015. Prior to that, Mr. Neupert served as Corporate Vice President of the Microsoft Health Solutions Group from its formation in 2005 to January 2012. Mr. Neupert served on the President's Information Technology Advisory Committee ... More >>



Richelle Parham

Director

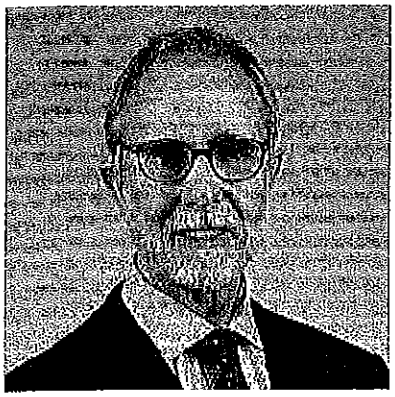
Richelle Parham has served as a director of the Company since February 8, 2016. In October 2016, Ms. Parham joined Camden Partners, a private equity firm, as a General Partner focusing on investments in growth stage global consumer companies. Prior to Camden Partners, Ms. Parham served as Vice President, Chief Marketing Officer of eBay from November 2010 to March 2015. Ms. Parham was responsible, globally, for eBay brand strategy and brand market... More >>



Adam H. Schechter

Director

Mr. Schechter has served as a director of the Company since April 1, 2013. Mr. Schechter is an Executive Vice President of Merck & Co., Inc. and since 2010 has been President of Merck's Global Human Health Division, which includes the company's worldwide pharmaceutical and vaccine businesses. He is a member of Merck's executive committee and pharmaceutical and vaccines operating committee. Prior to becoming President, Global Human Health, Mr. Sch... More >>



R. Sanders Williams, M.D.

Director

Dr. Williams has served as a director of the Company since May 16, 2007. Dr. Williams is President of The J. David Gladstone Institutes and Professor of Medicine at the University of California San Francisco. Prior to this appointment, Dr. Williams served Duke University between 2001 and 2010 as Dean of the School of Medicine, Senior Vice Chancellor, Senior Advisor for International Strategy,

and founding Dean of the Duke-NUS Graduate Medical Sch... More >>

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UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD AUDIT AND FINANCE COMMITTEE
AGENDA ITEM

Issue:	**Client Agreement with FocusOne Solutions, LLC**	**Back-up:**
Petitioner:	Jennifer Wakem, Chief Financial Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board Audit and Finance Committee review and recommend for approval by the Governing Board the Client Agreement with FocusOne Solutions, LLC for temporary labor staffing services; authorize the Chief Executive Officer to exercise the extension option; and take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund Number: 5420.000
Fund Name: UMC Operating Fund
Fund Center: Various
Funded Pgm/Grant: N/A
Description: Temporary Labor Staffing Services
Bid/RFP/CBE: NRS 332.115(1)(b) – Professional Services
Term: 2/1/2020 to 1/31/2021 with one (1) year option
Amount: NTE $3.6 million per year or potential aggregate of NTE $7.2 million for two (2) years
Out Clause: 60 days w/o cause

BACKGROUND:

Since October 2013, UMC has had an agreement with FocusOne Solutions (FocusOne) to provide temporary staffing of clinical professionals in critical need areas of the hospital. At times, this service may be used to solicit and fill a full-time UMC employee position.

This request is to enter into a new Agreement with FocusOne for the same services with the NTE cost of $3,600,000 per year. The Agreement term is from February 1, 2020 through January 31, 2021 with the option to extend for one (1) year unless terminated with a 60-day written notice. Staff also requests Board authorization for the Hospital CEO, at the end of the initial term, to exercise the extension option at his discretion if deemed beneficial to UMC.

UMC's Chief Nursing Officer has reviewed and recommends approval of this Agreement. This Agreement has been approved as to form by UMC's Office of General Counsel.

FocusOne currently holds a Clark County business license.

Respectfully submitted,

Jennifer Wakem
Chief Financial Officer

Cleared for Agenda
January 22, 2020

Agenda Item #
8

CLIENT AGREEMENT

THIS CLIENT AGREEMENT ("Agreement") is entered into on January 29, 2020 between FocusOne Solutions, LLC which is located at 13609 California Street, Omaha, NE 68154 (herein called "FOS") and University Medical Center of Southern Nevada, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes which is located at 1800 W. Charleston Boulevard, Las Vegas, NV 89102 (herein called "Client" or "UMC"). The parties agree as follows:

1. DESCRIPTION OF SERVICES
   1.1. FOS may perform any of its obligations under this Agreement by engaging the services of one or more entities involved in the business of staffing and recruiting (hereafter referred to as "AP(s)"). If FOS carries out any of its duties under this Agreement through the use of AP(s), the agreement between FOS and the AP(s) shall contain clauses placing duties on the AP(s) to follow the provisions of this Agreement which relate to AP(s), and FOS shall ensure that all qualification requirements outlined for the staffing professionals (herein called "Professionals") are met. Payment of the Professionals will be the responsibility of the AP(s).
   1.2. Any communications regarding daily operational events for all temporary and direct hire Professionals will be conducted solely between FOS and Client. Client agrees that for so long as this Agreement is in effect it will not have contact or contract directly with AP(s) or any other entity involved in the business of staffing as provided in Attachment C to obtain Professionals or other personnel as defined in Attachment A for staffing purposes. Notwithstanding the foregoing, FOS may not provide Professionals to any parent, subsidiary or affiliated entity which FOS deems, in its sole and absolute discretion, to be financially unstable.

2. PROVISION OF TEMPORARY PROFESSIONALS
   2.1. At Client's request, FOS or its AP(s) will present and provide Professionals for temporary staffing, who meet as closely as possible the described qualifications set forth by Client.
   2.2. Client acknowledges that it is solely responsible for making the selection decision of Professionals presented by FOS or its AP(s) and neither FOS nor its AP(s) shall have any liability as a result of any screening activities performed on behalf of the Client.
   2.3. Services will be performed at an hourly billing rate as indicated in Attachment A.
   2.4. During the term hereof, and for one (1) year thereafter, if Client elects to hire either a full-time or part-time basis, (either as an employee or an independent contractor), a Professional presented by FOS or its AP(s), including any Professional who is working or has worked for Client within the previous one-year period, then Client agrees to immediately pay FOS a "Client Permanent Placement Fee" fee equal to 15% of Professional's projected first year total compensation. Such percentage will be reduced by 1% for each 30 hour week worked by such person pursuant to this Agreement during the prior year. Provided, however, Client shall have no obligation to pay the Client Permanent Placement Fee in the event the Professional has worked 30 hours or more each week for 13 consecutive weeks.
   2.5. During the one-year period following either the presentation of Professional to Client or the completion of Professional's assignment at Client's facility, whichever is later, Client agrees not to obtain Professional's services through any non-employee direct or indirect contractor or subcontractor relationship, other than through FOS or its AP(s).

3. PROVISION OF DIRECT HIRE PROFESSIONALS
   3.1. In the event of a direct hire placement, Client shall enter into an employment agreement directly with the Professional. Client agrees to pay a fee of 15% of Professional's projected first year total compensation as an employee of Client. Client will be invoiced upon Professional's start date with Client and payment is due 60 days from invoice date. FOS guarantees all full-time placements for the first 90 days of employment, from the start date. During the guarantee period, FOS or its AP(s) will locate and present additional replacement candidates of comparable qualification at no additional charge, provided FOS is notified in writing within fifteen (15) calendar days of termination and the termination is through no fault of Client.
   3.2. Since Client is solely responsible for the hiring decision, FOS shall not be responsible for any termination decision made by Client. FOS does not guarantee the performance of any direct hire candidate and disclaims any responsibility for any claims, losses, or liabilities as a result of a placed candidate's acts or omissions. It is agreed that upon hiring of a Professional, Client is the sole and direct employer of that employee, and accordingly is solely responsible for the employment relationship and all legal obligations therewith. FOS and its AP(s) expressly disclaim liability for any claim, loss, or liability of any kind whatsoever arising out of or relation to: (a) claims by Professionals for compensation, benefits, damages, contributions, or penalties, including under any employee benefit plan, fringe benefit plan, or personnel policy; (b) Client making changes in the Professional's job duties; (c) the conduct of Client's officers, employees, and agents; (d) failure by Client to provide Professional's with a safe worksite; (e) acts or omissions of Professional in the furtherance of Client's business, except to the extent that such claim, loss, or liability is directly caused by FOS or its AP(s) failure to properly perform its contractual duties with respect to the Professional, or (f) claims for special, indirect, incidental, consequential, punitive, or lost profit damages.

4. SOFTWARE
   4.1. FOS will provide web-based software ("FocusOne Connect", a software solution of C&A Industries, Inc.) for the acquisition and management of Professionals at no cost to Client.
   4.2. FOS shall assume responsibility for all efforts relative to the implementation of FOS services, including FocusOne Connect, to Client. During implementation, FOS and Client will specifically identify each party's responsibilities regarding the delivery of each engagement.
   4.3. Prior to implementation of FocusOne Connect at Client or during a time to be agreed upon by both parties, FOS will provide to those individuals designated by Client and as agreed upon by FOS, web-based training relative to the facilitation and management of

FocusOne Connect. This no cost training to Client shall include, but not be limited to elements where applicable, such as request process, on-boarding and off-boarding functions, daily operational activity, reporting functions, etc.

4.4. FOS hereby grants a non-exclusive revocable license to Client to use FocusOne Connect during the term of this Agreement, solely in connection with the performance under this Agreement. Client acknowledges that FocusOne Connect, including all configurations, improvements, modifications and customizations thereto, shall at all times be and remain the sole property of FOS, and Client thereby assigns any right or interest in FocusOne Connect, including all configurations, improvements, modifications and customizations thereto, to FOS.

5. QUALITY ASSURANCE PROGRAM

5.1. Client agrees to provide documentation outlining any specific pre-assignment requirements to comply with Client's policies and procedures. Client's specific pre-assignment requirements are attached to this Agreement as Attachment B.

5.2. FOS or its AP(s) will comply with Client's pre-assignment requirements. FOS or its AP(s) shall provide Client with sufficient evidence to verify that each Professional has satisfactorily met all of Client's pre-assignment requirements and continues to be compliant with the pre-assignment requirements during the applicable assignment.

5.3. Client may require Professional(s) to undergo for-cause drug testing at AP(s) expense. If Client requires Professional to undergo for-cause testing, Client agrees it shall provide FOS or its AP(s) with the written results of Professional's drug test. If any Professional refuses a for-cause drug test, or if any drug test reveals any inappropriate drug use, Client may immediately terminate the Professional without penalty provided that Client must send FOS or its AP(s) (and respective party must confirm receipt of) written documentation of Professional's refusal or written drug test results within ten (10) calendar days of the occurrence.

6. COMPLIANCE

6.1. AP(s) will be responsible for maintaining all documentation related to the qualifications of Professionals as outlined in Attachment B. Documentation requirements are subject to change without notice and will be updated in FocusOne Connect.

6.2. AP(s) understand that any compromise in the quality of patient care or clinical services rendered may result in immediate termination of the Professional's assignment. In the event the Professional displays unsatisfactory performance, Client agrees to provide FOS with written documentation to support the assessment within ten (10) calendar days.

6.3. Client shall be recognized as the on-site supervisor of professional performance and daily assignment responsibilities.

6.4. AP(s) will be responsible for performing verifications of applicable certifications and licensures for Professionals.

6.5. Client agrees to report to FOS any incident involving a risk to patient safety and the quality of care, or a security incident involving property damage, where a Professional was involved. This includes errors, injuries, and safety hazards, both reportable and not reportable. As applicable, FOS and/or AP(s) and Client will cooperate with each other to conduct an investigation of the Professional's role in the incident, identifying possible causes, and actions that can be taken by each party in the future to prevent recurrence. Documentation of the relevant action steps to be adopted will be the responsibility of each party as applicable: FOS and/or AP(s) and/or Client.

6.6. FOS will provide Client with a formal performance evaluation form immediately prior to, or after the assignment ends for each Professional provided. Client agrees to complete this evaluation form for each Professional and return it within ten (10) calendar days of the Professional's assignment end date to FOS.

7. OSHA/SAFETY REQUIREMENTS

7.1. Client will provide the Professional(s) with "site specific" information relative to applicable OSHA regulations and Client policies and procedures, including location of protective equipment, site procedures, and hazard signage.

7.2. Client will notify FOS immediately in the event Client becomes aware that Professional has had an occupational exposure, and will cooperate with FOS or its AP(s) in the administration of its post-exposure protocols.

7.3. AP(s) will maintain records as required and applicable to post-exposure follow-up requirements for Professionals.

7.4. In the event that any Professional provided is injured while working on Client's premises under this Agreement, Client agrees to arrange for drug testing and medical care as directed by FOS or its AP(s) at the AP(s) expense. Client shall provide the AP(s) with the necessary documentation regarding the injury and follow up care in order for the claim to be properly submitted to the respective worker's compensation carrier.

8. HIPAA COMPLIANCE

8.1. This Agreement shall require compliance with the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C § 1320d to 1320d-7 ("HIPAA") and the final regulations implementing the privacy provisions of HIPAA as amended from time to time, codified at 45 C.F.R. Parts 160 and 164 ("Privacy Regulation"):

8.1.1. The parties understand that the Professional, in the performance of his or her assigned responsibilities, may require access to any individually identifiable health information of patients of Client. The parties further agree that such access shall be limited to Professional only, and that neither FOS nor its AP(s) shall require or request access to any individually identifiable patient information of Client.

8.1.2. Client shall designate Professional as a member of its "workforce," as such term is defined in the Privacy Regulation, for purposes of carrying out Professional's duties under the assignment. Such designation is for purposes of HIPAA compliance only and shall not be construed as altering FOS or its AP(s) obligation to pay wages and benefits, administer benefit programs, withhold and remit income and payroll taxes, or any other obligation of FOS or its AP(s) as Professional's employer.

8.1.3. As a member of Client's workforce, Professional will have access to, in the same manner as other employees of Client performing the same or similar job functions, such information as is necessary for Professional to effectively perform the duties assigned to Professional, such access being under the direction and control of Client. Professional shall use this information only as needed for the performance of his or her assigned duties and shall not use such information for any other purpose. In addition, Professional will not disclose or use any information that Professional may receive or develop as a result of contacts with Client's patients for any purpose other than necessary to perform his or her assigned responsibilities.

8.1.4. Professional shall be subject to Client's policies and procedures governing the privacy and security of Protected Health Information ("PHI") of Client's patients. AP(s) will provide Professional with basic HIPAA informational training prior to assignment at Client facility. Client shall be solely responsible for providing the necessary facility-specific training to Professional at the time of hire as required by HIPAA and consistent with the training provided to other members of Client's workforce.

8.1.5. In the event of any change of law or regulation which prohibits the Professional from being designated as a member of Client's workforce, or any action or threatened action by federal, state or local authorities that such designation creates a serious risk of assessment, sanction, penalty or other serious consequence to Client, FOS or its AP(s), the parties agree to negotiate in good faith to reform or modify this Agreement or enter into a separate agreement as necessary to permit Client to share PHI with Professional as necessary for Professional to perform his or her responsibilities under the staffing assignment.

8.1.6. Each party shall be liable for its own negligent and intentional acts and omissions under Section 8 of this Agreement, and neither party shall be liable for the negligent or intentional acts or omissions of the other party.

9. DIRECTION AND SUPERVISION

All Professionals accepted by Client shall, when rendering services, be under the direction and supervision of Client and not FOS or its AP(s). FOS or its AP(s) will use reasonable efforts to conduct reliable background checks and screening procedures as described herein, but does not guarantee the outcome of any assignment of any Professional while under Client's direction and supervision.

10. FLOATING

The parties acknowledge that Client's current collective bargaining agreement requires agency or registry personnel, including contracted registered nurses, to be floated first; followed by temporary employees, per diem employees, and solicited volunteers. Client agrees that assignments for floating shall be as closely related to the competency and skill level of the Professional as possible and within the guidelines established by the Nurse Practice Act or any applicable law or regulation which governs license or certification of the Professional. Client agrees to obey all federal, state and local laws and to pay any penalties assessed to employees of FOS or its AP(s) as a direct result of Client's noncompliance with this section.

11. INDEPENDENT CONTRACTORS

FOS, AP(s), and Client enter into this Agreement as independent contractors, and nothing contained in this Agreement will be construed to create a partnership, joint venture, agency or employment relationship amongst the parties. Client does not assume, and shall not assume, any liability relating to Professionals required compensation; worker's compensation; payroll taxes; federal, state, and municipal taxes (including federal social security, or state unemployment compensation taxes); or any other employee benefits on account of any Professionals provided pursuant to this Agreement, all which shall remain the responsibility of the AP(s).

12. LEGAL, PAYROLL AND TAX OBLIGATIONS

12.1. FOS and its AP(s) are Equal Opportunity Employers, and as such will not discriminate in the selection and presentation of Professionals to Client. Client agrees that it will not discriminate on the basis of race, color, religion, sex, age, national origin, disability, handicapping condition (including AIDS or AIDS related conditions), sexual orientation, gender identity or expression, or any other prohibited factor in its acceptance, selection, assignment or rejection of any Professional.

12.2. As part of AP(s)' obligation to comply with applicable laws of the United States Citizenship and Immigration Service ("USCIS"), it may be required for a Client representative to complete Section 2 of the USCIS Form I-9 as the designated on-site agent for AP(s). Client is relieved of any liability related to this documentation, consistent with USCIS regulations that specify the "Employer of Record" (AP(s)) as liable for the actions of a designated on-site agent.

12.3. AP(s), in compliance with federal and state labor laws, will be responsible for paying the wages of contracted Professionals, including withholding any applicable income and Social Security taxes.

12.4. AP(s) will be responsible for paying per diem (if any) as agent for Client since it is advanced to the Professional.

12.5. AP(s) will maintain any necessary personnel and payroll records.

13. USE OF 1099 EMPLOYEES

AP(s) may elect to use 1099 employees to provide services to Client pursuant to this Agreement. In the event 1099 employees are utilized, AP(s) will ensure that all qualification requirements outlined in this Agreement are met. Payment of 1099 employees will be the sole responsibility of the AP(s). Client and FOS must provide prior written consent to AP(s) prior to any 1099 employees providing services at Client pursuant to this Agreement.

14. BILLING AND PAYMENT

14.1. Professional is responsible for clocking in/out for each shift using Client's time keeping system.

14.2. Client will be responsible for verifying hours worked by the assigned Professional as documented on their online FOS timecard or Client's time keeping system. Client will approve the online FOS timecard or Client's timecard as (a) acceptance that services were

satisfactorily performed, (b) agreement that hours worked are documented accurately, and (c) authorization for billing at the rate agreed upon between FOS and Client. Any dispute regarding hours must be submitted by Tuesday at 9 a.m. CST. Otherwise, invoice will be generated accordingly.

14.3. FOS will invoice Client on a weekly basis for all amounts owed for services rendered and expenses incurred. Invoices will provide detailed billing information, including but not limited to amounts due for hours worked and other mutually agreed upon qualified business expenses if any. The invoice may also detail any applicable per diem expense incurred by the Professional while on assignment for which Client is responsible to reimburse the Professional. For administrative convenience, AP(s) will disburse any applicable per diem expense to the Professional on Client's behalf.

14.4. Client agrees to pay invoices in full within 60 days from invoice date.

14.5. Client must dispute any invoice within 60 days of invoice date to FOS otherwise invoices shall be deemed valid.

14.6. Client agrees to pay FOS for the performance of services described in this Agreement for the not-to-exceed amount of **$3,600,000 per year.**

15. SCHEDULING OF ASSIGNMENTS

15.1. Professionals may be scheduled for either long term assignments or short term assignments. As used herein, long term assignments will be any job assignment which is four (4) weeks or greater in length with guaranteed hours; short term assignments will be any job assignment which is less than four (4) weeks in length with no guaranteed hours.

15.2. For long term assignments, Client agrees to the minimum hour guarantee of 36 or 48 hours per week for 12 hour shifts, or 40 hours per week for 8-10 hour shifts respectively.

15.3. For all long term assignments for which either written or verbal acceptance of Professional has been given by Client, Client agrees to assign and utilize the Professional for the full length of the assignment initially agreed upon, and to pay for services rendered for that term, unless Client provides FOS, with written and verbal notice of cancellation of an assignment at least thirty (30) calendar days in advance. Upon receipt of such notification, FOS shall either agree to any proposed reduction in service, or shall elect to terminate the service at the end of the 30-day notice period.

15.4. For short term assignments, Client agrees to provide a minimum of two (2) hours notice to FOS for those employees whose shift has been cancelled or called off.

15.5. Notwithstanding the foregoing, Client may require that FOS or its AP(s) remove a specific Professional only for "cause" which will be documented in a written notice provided to FOS within seven (7) calendar days after removal. "Cause" will be defined as any material violation of Client policies, insubordination, unsatisfactory attendance or performance, misconduct or violation of drug abuse policies. In the event of a removal of a Professional for "cause", Client shall not be liable for any penalty or costs associated with cancellation and Client shall only be obligated to pay for amounts accruing prior to the termination of the assignment. FOS or its AP(s) may remove a specific Professional from an assignment at any time should Client be in breach of this Agreement or should FOS or its AP(s) determine that continuation of the assignment would violate professionally recognized standards of medical care or the safety and well-being of the Professional.

16. INDEMNIFICATION

16.1. AP(s) agree that they shall defend, indemnify and hold harmless Client and FOS, together with their directors, trustees, officers, employees and agents from and against any and all liability, loss, expense, damage or claim for injury or damages arising out of or relating to its performance of this Agreement and including without limitation any injury or damage caused by or resulting from the negligent acts or omissions of AP(s), including their directors, trustees, officers, employees or agents.

16.2. To the extent expressly authorized by Nevada law, Client agrees that it shall defend, indemnify and hold harmless FOS and its AP(s), together with their directors, trustees, officers, employees and agents from and against any and all liability, loss, expense, damage or claim for injury or damage arising out of or relating to its performance of this Agreement and including without limitation any injury or damage caused by or resulting from the negligent acts or omissions of Client, including their directors, trustees, officers, employees or agents.

16.3. FOS agrees that it shall defend, indemnify and hold harmless Client and its AP(s), together with their directors, trustees, officers, employees and agents from and against any and all liability, loss, expense, damage or claim for injury or damage arising out of or relating to its performance of this Agreement and including without limitation any injury or damage caused by or resulting from the negligent acts or omissions of FOS, including their directors, trustees, officers, employees or agents.

16.4. These indemnities shall survive the termination of this Agreement.

17. INSURANCE

17.1. FOS or its AP(s) will provide professional liability insurance coverage of the Professionals, with limits of not less than $1 million per occurrence, and an aggregate limit of not less than $3 million.

17.2. FOS or its AP(s) will provide general liability insurance coverage of the Professionals, with limits of not less than $1 million per occurrence, and an aggregate limit of not less than $3 million.

17.3. FOS or its AP(s) will provide worker's compensation insurance coverage of the Professionals, in accordance with applicable state laws.

17.4. Client acknowledges that FOS' contractual arrangement with its AP(s) is such that the amounts paid by Client to FOS hereunder are in turn paid by FOS to its AP(s), with FOS retaining a specified percentage of the amount paid to its AP(s). In light of such fact, and notwithstanding any term hereof to the contrary, the parties agree that FOS' maximum liability to Client (and Client's sole remedy and recourse against FOS) for any claims, losses, expenses or damages whatsoever arising out of, or in any way related to this Agreement,

shall not exceed the lesser of (a) the total amount paid by Client to FOS during the course of this Agreement; or (b) the total amount actually recoverable by FOS from its insurance carrier with respect to the specific claim at issue.

18. CONFIDENTIALITY

18.1. The parties agree to comply with all applicable federal, state and local laws and regulations relating to the confidentiality, ownership and treatment of medical records and information.

18.2. FOS or its AP(s) agree that they will not disclose to any third party any proprietary information disclosed by Client which has been communicated in writing as proprietary information to be maintained as "Confidential," except as such disclosure may become necessary to comply with applicable laws. Client agrees that information regarding but not limited to the Professionals' contact information, references, drug test results, immunizations and antibody titer tests, physical examinations and health history, and any other information designated by this Agreement or by FOS or its AP(s) as "Confidential" information shall be considered proprietary to FOS and its AP(s), and Client will not disclose to any Professional or third party any such information, except as may be specifically authorized by FOS or required by law.

18.3. FOS and its AP(s) acknowledges that Client 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 to copying and inspection by the public. If Client receives a demand for the disclosure of any information related to this Agreement which FOS or its AP(s) has claimed to confidential and proprietary, Client will immediately notify FOS of such demand and FOS shall immediately notify Client of its intention to seek injunctive relief in a Nevada court for protective order. FOS and its AP(s) shall indemnify and defend Client from any claims or actions, including all associated costs and attorney's fees, demanding the disclosure of FOS' or AP(s)' document in Client's custody and control in which FOS or AP(s) claims to be confidential and proprietary.

19. FEDERAL PROGRAMS

FOS and its AP(s) represent that they are not currently under investigation or debarred by any state or federal governmental agency for Medicare or Medicaid fraud. Further, FOS and AP(s) represent that no Professionals provided under this Agreement are under sanction by a state or federal governmental agency, that Professionals provided to Client under this Agreement are not currently excluded from participating in the Medicare or Medicaid programs, and that no such proceeding is pending. In the event an investigation is initiated by any state or federal governmental agency, or it is discovered that the representations contained herein are false, Client reserves the right to immediately terminate its relationship with such excluded Professional, FOS or its AP(s). It is understood and agreed that the ability to verify if any Professionals or business entities are currently debarred is dependent upon the accuracy of the information contained on the OIG list of excluded persons or companies and the representations of each individual Professional or business entity.

20. ACCESS TO BOOKS AND RECORDS

To the extent required by Section 1861(v)(I) of the Social Security Act, until the expiration of four (4) years after the furnishing of services under this Agreement, FOS or its AP(s) shall make available upon written request of the Secretary of Health and Human Services or the Comptroller General of the United States, or any of their duly authorized representatives, this Agreement and such books, documents, and records of FOS or its AP(s) as are necessary to certify the nature and extent of the costs hereunder. In the event FOS or its AP(s) carries out any of its duties under this Agreement through a subcontract, for the value or cost of $10,000 or more over a twelve-month period, with a related organization, such subcontract shall contain a clause placing the same duty on the subcontractor as this contract places on FOS or its AP(s).

21. WAIVER

The failure of either FOS or its AP(s) or Client to enforce at any time, or from time to time, any provision of this Agreement, shall not be construed as a waiver of such provision or of any other provision.

22. MODIFICATION OF AGREEMENT

This Agreement may be amended or modified in writing as mutually agreed upon by FOS and Client.

23. NOTICE

Any "notice" and/or "notification" required to be given by either FOS or Client in connection with and/or under the terms of this Agreement shall be provided in writing and considered effective from the date of verified receipt. This verification can be accomplished by U.S. mail, postage prepaid, certified/registered mail, facsimile, electronic mail or by hand delivery to the applicable party's address and contact information as specified below:

FocusOne Solutions, LLC
13609 California St.
Omaha, NE 68154
Attention: Contracts

University Medical Center of Southern Nevada
1800 W. Charleston Blvd.
Las Vegas, NV 89102
Attention: Contracts Management

24. VALIDITY OF TERMS
If any term or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law of federal, state or local government having jurisdiction over this Agreement, the validity of the remaining portions or provisions of this Agreement shall not be affected thereby.

25. FORCE MAJEURE
FOS shall not be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder for any reason beyond its control and including, without limitation, war, strikes, riots, acts of God, the elements, regulation of federal, state or local government or any agency thereof.

26. ENTIRE AGREEMENT/NO JURY
This Agreement supersedes all prior agreements and constitutes the entire agreement between FOS or its AP(s) and Client relative to the subject matter hereof (including without limitation, any purchase order issued by Client), and no other understanding which modifies the terms hereof shall be binding unless made in writing and signed by both FOS and Client, or as set forth on any timecard report signed by Client, which are hereby incorporated and made part of this Agreement. Handwritten revisions made to this Agreement, which are not initialed and dated by FOS, will be deemed to have been rejected. Intending to be legally bound, each party warrants that this Agreement is executed by their respective authorized representatives, inclusive of the total pages represented as constituting this document. The parties hereto waive any right to a trial by jury in any action or proceeding to enforce or defend any right under this Agreement, including counterclaims.

27. COUNTERPARTS
This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument and facsimile or electronic signature shall constitute original signatures.

28. ASSIGNABILITY
Neither this Agreement nor any duties or obligations under this Agreement may be assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld. This Agreement is binding upon and shall inure to the benefit of the parties hereto and their successors, permitted assigns, heirs and personal or legal representatives.

29. PUBLICITY
Neither Client nor FOS and its AP(s) 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.

30. 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 Client for the then current fiscal year under the Local Government Budget Act. This Agreement shall terminate and Client's obligations under it shall be extinguished at the end of any of Client's fiscal years in which Client'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. Client 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 of June of the then current fiscal year. Termination under this Section shall not relieve Client of its obligations incurred through the 30th day of June of the fiscal year for which the monies were appropriated.

31. TERM AND TERMINATION
The term of this Agreement is from February 1, 2020 through January 31, 2021 with one (1) year option to extend. In accordance with Joint Commission standards, contractual relationships should be reviewed at least annually and when there are significant changes to ensure that those relationships are within law and regulation, and determine if conflicts of interest exist. Either party may terminate this Agreement by notifying the other party with sixty (60) days advance written notice.

FocusOne Solutions, LLC

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____

University Medical Center of Southern Nevada

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____

ATTACHMENT A - RATE SCHEDULE

Position	Inclusive* Travel Hourly Bill Rate	Inclusive* Per Diem/Local Hourly Bill Rate
NURSING BILL RATES		
** Inclusive rates include hourly employee bill rate, cost for housing, per diem, travel and any expenses associated with the placement of Professional*		
Certified Nursing Assistant	$40.00	$34.00
LPN: includes all specialties	$54.00	$48.00
Sterile Processing Tech	$53.00	$47.00
OR/Surgical Tech	$55.00	$49.00
CVOR Tech	$60.00	$54.00
RN Non-Specialty: Medical Surgical	$72.00	$66.00
RN Specialty I: ER, OR, PACU, ICU, CCU, L&D, Post-Partum, Behavioral/Psych, Telemetry, Pediatrics	$74.00	$68.00
RN Specialty II: CVICU, CVOR, Dialysis	$74.00	$68.00
RN Specialty III: PICU, NICU	$79.00	$73.00
RN Specialty IV: Cath Lab, Interventional Radiology	$82.00	$76.00
Charge RN above the all-inclusive rate	$5.00	
RN Direct Hire Placement Fee	No fee after 13-week assignment with minimum of 30 hours weekly. 15% of first year's compensation if direct hire.	
UTILIZATION MANAGEMENT		
Case Management/Utilization Review	$67.00	$61.00
Social Worker	$67.00	$61.00
MANAGEMENT/LEADERSHIP		
House Supervisor	$103.00	$97.00
Clinical Nurse Supervisor	$112.00	$106.00
Clinical Manager, Business Manager	$130.00	$124.00
Multi-Department Manager	$136.00	$130.00
Service Line Director	$146.00	$140.00
Director of Nursing	$156.00	$150.00
MID-LEVEL/PHYSICIAN BILL RATES		
Nurse Practitioner/Physician Assistant – Family Practice/Urgent Care/Occ Health/Adult	$107.00	$101.00
Nurse Practitioner/Physician Assistant Specialties (Cardio, Psych, Int Med, Neuro, ER)	$115.00	$109.00
Nurse Practitioner/Physician Assistant Neonatal	$124.00	$118.00
Nurse Practitioner/Physician Assistant Surgery (Ortho, Neuro, General)	$124.00	$118.00
Nurse Practitioner/Physician Assistant CVT Surgery (Endoscopic Veins, etc.)	$131.00	$125.00
CRNA	TBD	TBD
Physician Direct Hire Placement Flat Fee	$25,000	
ALLIED HEALTH BILL RATES		
X-Ray Technologist	$71.00	$65.00
CT Technologist	$75.00	$69.00
MRI Technologist	$77.00	$71.00
Mammographer	$76.00	$70.00
Ultrasound Technologist	$80.00	$74.00
Vascular Technologist	$80.00	$74.00
Echo Technologist	$80.00	$74.00
Cath Lab Technologist	$80.00	$74.00
Special Procedures Technologist	$80.00	$74.00

Respiratory Therapist	$66.00	$60.00
EEG Technologist	$67.00	$61.00
Registered Polysomnographer	$68.00	$62.00
Dietitian	$63.00	$57.00
Nuclear Medicine Technologist	$78.00	$72.00
Radiation Therapist	$85.00	$79.00
Physicist	$185.00	$179.00
Dosimetrist	$122.00	$116.00
Perfusionist	$147.00	$141.00
Phlebotomist	$58.00	$52.00
Medical Technologist / Medical Laboratory Technician	$67.00	$61.00
Histotechnologist	$70.00	$64.00
Cytotechnologist	$72.00	$66.00
Pathology Assistant	$86.00	$80.00
Physical Therapist	$72.00	$66.00
Physical Therapy Assistant	$63.00	$57.00
Occupational Therapist	$72.00	$66.00
Certified Occupational Therapy Assistant	$63.00	$57.00
Speech Therapist	$76.00	$70.00
Pharmacist	$120.00	$114.00
Pharmacy Technician	$56.00	$50.00
Dialysis Tech	$61.00	$55.00
EKG Technologist	$60.00	$54.00
Allied Direct Hire Placement Fee	No fee after 13-week assignment with minimum of 30 hours weekly. 15% of first year's compensation if direct hire.	

FocusOne Practices

Guarantee: 36 or 48 hours per week for twelve (12) hour shifts, or 40 hours per week for eight (8) to ten (10) hour shifts.

Workweek: Monday through Sunday.

Orientation: Client will be billed for hours in the classroom and hours worked. Guaranteed hours will not apply during orientation.

Overtime Rates: Client will be billed $10.00/hour in addition to the hourly rate set forth above for Professionals for all standard hours worked more than forty (40) hours per week.

Rapid Response Rate: Defined as $5.00/hour in addition to the all-inclusive hourly bill rate and may be utilized for a staffing request that is hard-to-fill or requires a Professional's start date to be within two (2) weeks of offer acceptance. Client approval will be obtained prior to utilizing Rapid Response Rate.

Crisis Response Rate: Defined as $10.00/hour in addition to the all-inclusive hourly bill rate and may be utilized for a staffing request in which fulfillment is critical to ensuring ongoing operations of that unit or department. Client approval will be obtained prior to utilizing Crisis Response Rate.

On Call/Call Back Rate: A minimum of $8.00/hour to be placed on call, and $10.00/hour in addition to the hourly rate for all hours worked on call back (minimum of 2 hours). On Call must be pre-approved by the unit/department manager. Call back shall reflect Client's policies and procedures. All call back hours shall be deducted from on call hours and shall apply towards guaranteed hours.

Holidays: Client will be billed $10.00/hour in addition to the inclusive hourly rate set forth above. Holiday rates apply from midnight to midnight on the following six (6) days: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas Day. When Professional's hours fall into overtime on a defined holiday, overtime rate will be billed.

Local Rate: Defined when Professional has permanent residence within a 50-mile radius of the facility.

ATTACHMENT B - DOCUMENTATION REQUIREMENTS

PRESENTATION DOCUMENTS

- Up to date resume, work history or application.
- Completed Skills Assessment including Joint Commission required age-specific competencies.
- Two (2) References/Appraisals completed for work within the past two (2) years, of which one is completed by a manager or supervisor.
- On-line or Primary verification of Licensures and/or Certifications as required by position.
- Proof of active/current CPR/BLS card and any other card/certification, as required by position.

PLACEMENT PROTOCOLS/DOCUMENTS

- On-line verification of active Nevada state license (when applicable).
- On-line or primary verification of active certification, i.e., ARRT, RDMS, RRT, etc. – as required by position.
- Copy of CPR/BLS card (front and back) – must be American Heart Association.
- Copy of other certifications i.e., ACLS, PALS, TNCC, etc. (front and back) – as required by position. ACLS and PALS must be issued through American Heart Association.
- Occupational Health Information:
    - Record of two (2) – MMR vaccinations or titer documentation for Rubeola, Mumps, and Rubella.
    - Varicella documentation – positive titer or Chicken Pox Questionnaire.
    - Hepatitis B documentation (shown by proof of Hepatitis B vaccine series, HBSAB titer, or Declination form).
    - Two (2) PPD/TB test completed within a year of start date. Second PPD/TB must be performed within thirty (30) days of start date. If no TB previously on file, 2-step TB must be done prior to start. If past positive PPD/TB, must provide past positive TB results or physician statement indicating past positive, baseline Chest X-Ray within one (1) year of start and TB questionnaire within thirty (30) days of start date.
    - Negative results of 10-panel drug screen completed within ninety (90) days prior to start date. If drug screen is dilute, Professional must repeat drug screen within twenty-four (24) hours of original result being reported.
    - Physician's statement of general physical health completed within a year of start.
    - Flu shot for current flu season or UMC specific flu declination form.
    - Tdap vaccine.
- Results from criminal background check screen performed by PreCheck, Inc. within thirty (30) days prior to start. Level I General Background Investigation should include: criminal background, sanction check, sex offender search, education verification for highest level of education, employment verification for two (2) most recent employers, positive identification and professional license verification.
- Facility Required Documents:
    - FocusOne Solutions Assignment Confirmation Document
    - Copy of signed FocusOne Solutions job description for Professional's position type
    - Competency Assessment (skills checklist signed by Professional and Affiliate Provider representative)
    - UMC Information Security Agreement Form
    - UMC Application Form
    - UMC History Vaccine Record Form
    - Copy of Professional's Driver's License

ATTACHMENT C - LIST OF AFFILIATE PROVIDERS

[See next page]

FocusOne Solutions

Affiliate PROVIDERS

	Nursing	Diagnostic	Rehab	Respiratory	Lab Services	Advanced Practice	Physicians	Pharmacy	International Staff
24-Hour Medical Staffing Services*	X	X	X	X	X			X	
24HourNurse Staffing	X								
3D Medical Staffing	X								
AB Staffing Solutions*	X	X	X	X	X	X	X		
Absolute Care Nursing	X								
Access Healthcare*	X	X	X	X	X	X		X	
Accommodate Medical Staffing	X								
Accountable Healthcare Staffing*	X	X	X	X	X	X	X	X	
Accounting Principals									
Action Healthcare Staffing *	X	X	X	X	X	X	X	X	
Adex Medical Staffing*	X	X	X	X					
Advance Medical Staffing	X	X	X	X	X	X	X	X	
Advance Services (Non Clinical)	X	X	X	X	X	X	X	X	
Advanced Clinical Employment Staffing*	X								
Advanced Health Education Center*	X	X	X	X	X	X		X	
Advanced Medical Personnel Services	X		X						
Advantage Medical Professionals*	X								
Advantage Personnel (Non-Clinical)									
Advantage RN*	X	X	X	X					
Advantis Medical Staffing (Non- Clinical)	X								
Aerotek	x	x	x	x	x				
AHS Staffing		x						X	
Alegiant Services*			X						
All About People Inc		X	X	X	X	X		X	
All Medical Personnel	X	X	X	X	X	X	X	X	
AllCare Medical Services* (non clinical)	X	X	X	X	X	X		X	
Alliance Medical Staffing	X	X	X	X	X				
Alliance Services		X	X	X	X				

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FocusOne Solutions

Affiliate PROVIDERS

	Nursing	Diagnostic	Rehab	Respiratory	Lab Services	Advanced Practice	Physicians	Pharmacy	International Staff
Alliant Personnel Resources	X	X	X	X	X			X	
Alliant Staffing*	X	X	X	X	X				
Allied Resources Medical Staffing*	X								
Alls Well Inc	X						X	X	
Alto Healthcare Staffing*	X	X	X	X	X	X	X	X	
American Medical Staffing*	X	X	X	X	X	X			
American Traveler Staffing Professionals*	X	X	X	X	X			X	
AMN Healthcare*	X	X	X	X	X	X	X	X	X
Ampian Staffing	X	X	X	X	X				
AMT Medical Staffing	X		X						
Analysts International Corporation	X	X	X	X	X	X		X	
Analytics Medical Professionals	X	X	X	X	X	X	X	X	
AND Healthcare	X	X	X	X	X	X	X	X	
Andeo Group (non clinical)	X	X	X	X	X	X			
Anders Group		X	X	X	X			X	
Angel Healthcare Staffing	X								
Anila Management*	X	X	X	X	X	X	X		
Apidel Technologies	X	X	X	X	X	X	X	X	
APN Healthcare Solutions	X	X	X	X	X			X	
Ardor Health Solutions		X	X	X	X			X	
Ascend National Healthcare Staffing*	X	X	X	X	X	X	X	X	
Ascendo Resources	X	X	X	X	X	X	X	X	
Associated Staffing Inc	X	X	X	X	X				
Assured Nursing*	X	X	X	X	X				
Astrya Global	X	X	X	X	X	X	X	X	
ATC Healthcare Services	X	X	X	X					
Atlas Med Staff*	X		X						
AtWork Personnel Services									

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FocusOne Solutions

Affiliate PROVIDERS

	Nursing	Diagnostic	Rehab	Respiratory	Lab Services	Advanced Practice	Physicians	Pharmacy	International Staff
Augusta Staffing Associates	X	X	x	X	X				
Aureus Group*	X					X			
Aureus Healthcare One*						X	X		
Aureus Nursing*	X								
Aureus Radiology*		X	X	X	X			X	
Aurstaff (Non-Clinical)									
Ava Search Group	X						X		
Avant Healthcare Professionals*	X		X	X	X				X
Aventure Staffing & Professional Services (non-clinical)	X	X	X	X	X				
AWM Staffing	X	X	X	X	X				
Axlon Healthcare*	X	X	X	X	X				
Axis Medical Staffing*	X	X	X	X	X			X	
Aya Healthcare*	X		X	X					
Barton Healthcare Staffing	X	X	X	X	X	X		X	
Beacon Hill Staffing (IT)									
Big Stone Therapies, Arizona		X	X	X	X	X			
Cambay Consulting	X	X	X	X	X	X		X	
Capital Healthcare Solutions*	X	X	X	X	X	X	X	X	
Capstone Personnel Services*	X	X	X	X	X	X			
Care One	X	X	X	X	X	X			
Care Staff Partners	X	X	X	x	x	X			
Care Team Solutions	X	X	X	X	X				
Careerstaff Unlimited*	X	X	X	X	X			X	
CareNational		X	X	X	X				
Cariant Health Partners*	X		X						
Castor Home Nursing	X								
CBS Staffing	X	X	X	X	X			X	
Celebrity Staff (Non-Clinical)									

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Affiliate PROVIDERS

	Nursing	Diagnostic	Rehab	Respiratory	Lab Services	Advanced Practice	Physicians	Pharmacy	International Staff
Cell Staff	X	X	X	X					
Centra Healthcare Solutions			X						
Central Illinois Staffing Services									
Central Therapy			X						
Century Health Staffing Services*	X		X						
Client Resources (IT)									
Clinistic	X	X	X	X	X	X	X	X	
Clover Health Services LLC	X	X	X	X	X	X			
Collabera Inc	X	X	X	X	X				
Comp Health Medical Staffing*	X	X	X	X	X		X	X	
Concentric Healthcare Staffing*	X	X	X	X	X	X	X	X	
Contemporary Healthcare Solutions*	X								
Continuum Medical Staffing	X	X	X	X	X		X	X	
Converdia Health Staffing	X	X	X	X	X	X	X	X	
Convergence Medical Staffing	x	x	x	x	x				
Core Medical Group*	X	X	X	X	X			X	
CORE Staffing*	X	X	X	X	X			X	
Critical Access Network	X	X	X	X	X				
Critical Access Vital Connections	X	X	X	X	X	X			
Critical Connection									
Cross Country Staffing*	X	X	X	X	X			X	
CrossMed Healthcare Staffing Solutions*	X	X	X	X	X	X	X	X	
CRS Recruiting (non clinical)	X	X	X	X	X	X	X	X	
CuraMed Staffing*	X	X	X	X	X			X	
Cure Staffing	X								
Cynet Health	X	X	X	X	X	X	X	X	
Dakota Travel Nurse	X								
DayOne Staffing							X		

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Affiliate PROVIDERS

	Nursing	Diagnostic	Rehab	Respiratory	Lab Services	Advanced Practice	Physicians	Pharmacy	International Staff
Deacon Professional Services	X	X	X	X	X			X	
Dedicated Nursing Associates*							X		
Delta Flex Partners	X	X	X	X	X				
Delta Personnel Inc			X						
Diskriter Inc (non clinical)	X								
Dominion Staffing Services	X	X	X	X	X	X	X	X	
DrWanted	X								
Dzeel Clinical Healthcare Staffing*	X	X	X	X	X	X	X		
Edge Recruitment Solutions	X	X	X	X	X	X	X	X	
EdgeRock Technologies (IT)	X					X		X	
Elite Specialty Staffing	X	X	X	X	X				
Elitecare Medical Staffing*	X								
Emerald City Medical Staffing*	X								
Emerald Health Services*	X	X	X	X					
Eminent Medical Staffing	X		X	X	X			X	
EmPower Nursing and Allied Solutions	X	X	X	X	X	X	X	X	
Enterprise Medical Staffing Agency*	X	X	X	X	X				
Essential Personnel	X	X	X	X	X	X		X	
Ethika Group*	X	X	X	X	X	X			
Ethos Medical Staffing*	X	X	X	X	X	X	X		
Express Employment Professionals - Beaumont TX (non-clinical)	X		X	X			X		
Express Employment Professionals - Cedar Falls (Non-Clinical)	X	X	X	X	X	X	X	X	
Express Employment Professionals - Cedar Rapids (Non-Clinical)									
Express Employment Professionals - Omaha (Non-Clinical)									
Express Employment Professions (non-clinical)									
Express Managed Services	X	X	X	X	X	X	X	X	
Express Services*	X	X	X	X	X	X			
Fastaff, LLC*	X								

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Affiliate PROVIDERS

	Nursing	Diagnostic	Rehab	Respiratory	Lab Services	Advanced Practice	Physicians	Pharmacy	International Staff
Favorite Healthcare Staffing*	X								
Fidelity On Call*	X	X	X	X	X	X		X	
Fitzgerald Enterprises	X	X	X	X	X				
Flexcare Solutions	X								
Flexcare, LLC *				X					
FlexRN*	X			X				X	
Florida Medical Staffing*	X								
Focus Staff Services*	X	X	X	X	X				
Fortus Group Travel	X	X	X	X	X			X	
Foundation Medical Staffing*	X								
Frank Recruitment Group (IT)	X		X	X					
Freedom Healthcare Staffing*									
FreeStar Healthcare Staffing Inc	X	X	X	X	X			X	
Fusion Medical Staffing*	X								
General Healthcare Resources	X	X	X	X	X				
Genie Healthcare	X		X	X	X			X	
GenMed	X	X	X	X	X			X	
Gifted Nurses, LLC*						X			
GLC On The Go	X								
Global Healthcare Group	X		X					X	
Global Personnel Services		X	X	X	X				
Go Healthcare Staffing*	X								
GrapeTree Medical Staffing*	X	X	X	X				X	
Green Key Temp	X								
GreenStaff Medical Staffing	X	X	X	X	X			X	
Guardian HealthStaff (non clinical)	X								
Hamilton Staffing solutions	X	X	X	X	X	X	X	X	
Harmony Healthcare	X								

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Affiliate PROVIDERS

	Nursing	Diagnostic	Rehab	Respiratory	Lab Services	Advanced Practice	Physicians	Pharmacy	International Staff
Harrison Ventures									
Health Care Pros*		X							
Health Care Services	X								
Health Career Associates	X								
Health Carousel Travel Network*	X	X	X	X	X	X	X	X	
Health Hybrid, Inc	X	X	X	X	X				
Health Providers Choice*	X								
Health Specialists	X	X	X	X	X				
Health Staff Source	X			X					
Healthcare Employment Partners	X	X	X	X	X				
Healthcare Resources Group of GA*	X	X	X	X	x	X			
Healthcare Staffing	X	X	X	X	X	X	X	X	
Healthcare Staffing Professionals*	X	X	X	X	X	X	X	X	
HealthPRO Heritage at Home	X								
HealthTECH Resources		X	X	X	X				
Heartland Staffing Solutions		X	X	X	X	X			
Heaven Sent Home Care & Staffing Solutions	X								
Hire Imaging Staff Solutions	X	X	X	X	X	X	X	X	
HopeWell Staffing		X	X	X	X				
Horizon Healthcare Management*	X	X	X	X	X				
Hospitality & Environmental Labor Partners	X	X	X	X	X	X		X	
Host Healthcare*	X	X	X	X	X	X		X	
Hudson Staffing			X	X					
Huffmaster Healthcare Staffing	X		X			X	X	X	
ICONMA	X						X	X	
iLocalum Recruiting	X	X	X	X	X	X	X	X	
Impresiv Health	X								
InfiCare Health	X	X	X	X	X	X			

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Affiliate PROVIDERS

	Nursing	Diagnostic	Rehab	Respiratory	Lab Services	Advanced Practice	Physicians	Pharmacy	International Staff
Infinity MedStaff (non clinical)	X	X	X	X	X	X	X	X	
Infojini		X	X	X	X	X		X	
InfoNERO Inc	X	X	X	X	X	X	X	X	
Innovative Employee Solutions (IT)									
Innovative Search & Placement	X	X	X	X	X	X	X	X	
Innovent Global			X						
Insearch Recruiting & Staffing (Non Clinical)	X								
Insync Consulting Services (Technology)									
Integrated Healthcare Solutions*									
Intelligent Staffing	X	X	X	X	X			X	
Interim Healthcare of Alabama	X	X	X	X	X	X	X	X	
Interim Healthcare of Honolulu	X	X	X	X	X				
Interim Healthcare of Indianapolis	X								
Interim Healthcare Services of Joliet	X								
Inverted Healthcare Staffing of Florida*	X	X	X	X	X	X			
It Works Recruitment (IT)	X								
Jackson Nurse Professionals*									
Jackson Pharmacy Professionals	X								
Jackson Therapy Partners*								X	
JayKay Staffing*			X						
Jepsen Investments	X	X		X	X	X		X	
K.A. Recruiting	X	X	X	X	X				
KPG Healthcare*	X	X	X	X	X	X	X	X	
Kupplin Worldwide	X	X	X	X	X	X	X	x	
LanceSoft (non clinical)	X	X	X	X	X	X	X	X	
Lighthouse Lab Services	X	X	X	X	X				
Liquid Agents*					X				
Locorum Healthcare Staffing	X	X		X					

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FocusOne Solutions

Affiliate PROVIDERS

	Nursing	Diagnostic	Rehab	Respiratory	Lab Services	Advanced Practice	Physicians	Pharmacy	International Staff
Loyal Source	X	X	X	X	X				
LRS Healthcare	X	X	X	X	X			X	
Luttrell Staffing Group	X				X				
Lux Travel Nurses	X	X	X	X	X	X	X	X	
Lyle Health	X	X	X	X	X	X			
Magnet Medical	X	X	X	X	X	X			
Managed Staffing (non clinical)	X						X		
Manpower (food services)	X	X	X	X	X	X	X	X	
MAS Medical Staffing									
Maxim Healthcare Services*	X		X	X	X	X	X	X	
Med-Call Healthcare	X	X	X	X	X			X	
Medcall NorthWest	X								
Medely*	X	X	X	X	X	X		X	
Mediant Health Resources (IT)	X	X	X	X	X				
Medica Talent Group									
Medical Edge Recruitment (non clinical)	X	X	X	X	X	X	X	X	
Medical Recruiters Online	X	X	X	X	X	X		X	
Medical Searches		X	X	X	X	X		X	
Medical Solutions*	X	X	X	X	X	X			
Medical Staffing Solutions, LLC*	X	X	X	X	X	X	X	X	
Medix Staffing Solutions	X	X	X	X	X			X	
Medliant									
Medpro Staffing*	X	X	X	X					
MedSource Travelers*	X	X	X	X	X			X	
MedUS Travelers*	X	X	X	X					
Medwin Healthcare Staffing	X	X	X	X	X				
Medworks Staffing	X	X	X	X	X	X		X	
Midwest Health Solutions	X	X	X	X	X				

*** Joint Commission certified**

FocusOne Solutions

Affiliate PROVIDERS

	Nursing	Diagnostic	Rehab	Respiratory	Lab Services	Advanced Practice	Physicians	Pharmacy	International Staff
Millenia Medical Staffing	X								
Mind Shift	X	X	X	X	X			X	
Mission Search International, Inc									
MNA Healthcare	X	X	X				X		
Modis (IT)									
MSN*	X	X	X	X	X	X	X	X	
Myriddian		X	X	X	X			X	
Na Kahu Malama Nurses*	X	X	X	X	X	X	X	X	
National Staffing Solutions*	X								
Nationwide Nurses LLC	X		X						
Nationwide Therapy Group (non clinical)	X	X	X	X	X				
Next Move	X	X	X	X	X	X		X	
NEXTAFF	X	X	X	X	X	X	X	X	
Nightingale Nurses*	X	X	X	X	X	X	X		
Noll Healthcare Network	X	X	X	X					
Nomad Health									
Northern Lights Nursing									
Norwood Staffing Solutions (IT)									
Novia Solutions	X								
Nu West Group Holdings*	X	X	X	X	X				
Nurse First Travel Agency	X	X	X	X	X	X	X		
Nurses First Solutions	X	X	X	X	X	X			
Nurses PRN*	X	X	X	X	x				
Nursing On Call	X								
O.R. Staffing Solutions*	X	X	X	X	X				
Omni Staffing Services*	X								
One Stop Recruiting	X	X		X	X			X	
OneCall Rehab*	X	X	X	X	X		X		

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FocusOne Solutions

Affiliate PROVIDERS

	Nursing	Diagnostic	Rehab	Respiratory	Lab Services	Advanced Practice	Physicians	Pharmacy	International Staff
Onestaff Medical*	X	X	X	X	X	X	X		
Optimal Medical Staffing*	X	X	X	X	X				
Opusing (non-clinical)	X			X					
OR Nurses Nationwide*	X	X	X	X	X	X	X	X	
Pace Staffing	X	X	X	X	X	X			
Pamelas List	X								
Pathfinders Health Search	X	X	X	X	X	X	X	X	
Peoplelink Staffing Solutions	X					X			
Perm Med Solutions	X	X	X	X	X	X			
Phoenix Medical Group	X								
Pinnacle Staffing solutions	X	X	X	X	X	X			
Pioneer Healthcare Services		X	X	X	X				
Placement Ready	X	X	X	X	X				
Plains Medical Staffing	X	X	X	X					
Planet Healthcare	X								
Platinum Nursing	X								
Pluto Healthcare Staffing	X	X	X	X	X	X		X	
Precise Specialties Corporation	X	X	X	X	X	X			
Preference Employment Solutions		X							
Preferred Healthcare Registry	X	X	X	X	X	X	X	X	
Premier Healthcare Professionals*		X	X	X	X	X	X	X	
Premier Medical Staffing Services	X	X	X	X					
Premier Nursing Placement	X	X	X	X	X			X	
Premier Physician Services	X	X	X	X	X	X	X	X	
Premier Staffing Fremont LLC	X	X	X	X	X				
Prestige Healthcare Resources	X	X	X	X	X				
Prestige Travel Nurses	X	X	X	X	X				
Pride Healthcare	X								

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Affiliate PROVIDERS

	Nursing	Diagnostic	Rehab	Respiratory	Lab Services	Advanced Practice	Physicians	Pharmacy	International Staff
Prime Choice Healthcare*	X	X	X	X	X	X	X	X	
Prime Healthcare Staffing*	X	X	X	X	X	X	X	X	
Prime Time Healthcare			X						
Primeforce Medical Corp	X	X	X	X	X				
Priority Inc	X	X	X	X	X				
PRN Staffing	X					X			
Pro Med Healthcare Services*	X	X	X	X	X				
Pro Nurse	X							X	
Procare USA*							X		
Professional Nursing Service	X	X	X	X	X			X	
Professional Placement Resources*	X								
Prolink Healthcare	X	X	X	X	X			X	
ProSource LLC	X	X	X	X	X				
ProTherapy Staffing	X	X	X	X	X	X	X		
Protocol Agency Inc*			X						
ProTouch Staffing*	X	X	X	X	X				
Provenir LLC*	X		X						
Providence Health Care Staffing	X	X	X	X	X	X	X	X	
Provisional Services	X	X	X	X					
PT Solutions	X	X			X	X		X	
Pulmonary Exchange			X						
Pulse Clinical (IT)	X	X	X	X	X			X	
QCI Staffing	X	X	X	X	X	X	X	X	
Quantum Advantage Inc	X								
Quest Healthcare Solutions	X	X	X	X	X	X			
R Visions									
R.A.M Healthcare Consulting Group	X	X							
Radius Staffing Solutions						X			

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FocusOne Solutions

Affiliate PROVIDERS

	Nursing	Diagnostic	Rehab	Respiratory	Lab Services	Advanced Practice	Physicians	Pharmacy	International Staff
Randstad Healthcare*	X	X	X	X	X			X	
RCM Health Care Services*	X	X	X	X	X	X		X	
Recruitment Strategies	X	X	X	X	X	X	X	X	
RedLeo Software (non clinical)	X								
RehabAbilities	X	X	X	X	X	X	X	X	
Reliable Network Staffing		X	X	X	X	X			
Remede Consulting Group*	X								
Republic Health Resources	X	X	X	X	X			X	
Rhino Medical Services	X	X	X	X	X	X	X	X	
RMV Workforce Corp	X	X	X	X	X	X	X	X	
RN Network*						X	X	X	
Rock Medical Group	X		X	X	X			X	
Rove Staffing	X	X	X	X	X				
RPH on the Go*	X	X	X	X	X				
RPH Professional Search								X	
RTG Medical*								X	
Samiti Technology Inc(Non Clinical)	X	X	X	X	X			X	
Santoro CDI Staffing									
Saratoga Medical Center	X	X	X	X	X	X	X	X	
Sedona Staffing Services	X	X	X	X	X	X		X	
Select Temporairies									
Sharp Medical Staffing	X	X	X	X					
Short Staffed Inc	X	X	X	X	X	X	X	X	
Signature Healthcare	X								
Signature Staff Resources	X	X	X	X	X	X	X	X	
SINK Cancer	X	X	X	X	X	X	X	X	
Siri InfoSolutions Inc							X		
Skilled Nursing Inc (SNI)*	X								

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Affiliate PROVIDERS

	Nursing	Diagnostic	Rehab	Respiratory	Lab Services	Advanced Practice	Physicians	Pharmacy	International Staff
SkyBridge Resources	X	X	X	X	X	X	X		
Skyline Med Staff	X	X	X	X	X	X	X	X	
Smarter Healthcare Partners	X	X	X	X	X	X			
Soliant Health*	X	X	X	X	X			X	
SophLogic Global		X							
SOS Healthcare Staffing*	X	X	X	X	X	X	X	X	
Specialist Staffing Solutions	X	X	X	X	X	X			
Specialty Government Services		X	X	X	X				
Spectrum Healthcare Services	X	X	X	X	X		X	X	
Spherion Staffing	X	X	X	X	X				
Springboard Staffing*									
SquadBuilders*	X	X	X	X	X			X	
Stability Healthcare*	X	X	X	X	X			X	
Staff America	X								
Staff Icons Associates	X	X	X	X	X	X		X	
Staff U	X								
Staffing First	X	X	X	X	X				
Staffing Medical USA*	X	X	X	X	X	X			
Staffing Plus Inc*	X	X	X	X	X	X	X	X	
StaffMaster	X	X	X	X	X	X	X	X	
Standby Staffing (IT)	X			X					
Star Nursing Inc*	X	X	X	X	X	X			
Stat Staffing/Torch Staffing	X	X	X	X	X	X	X	X	
Stay in Home Care	X								
Stephen Lee Consulting	X								
Sunbelt Staffing Solutions*	X	X	X	X	X	X	X	X	
Supplemental Health Care*	X	X	X	X	X	X		X	
SVAM International	X	X	X	X	X	X	X	X	

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FocusOne Solutions

Affiliate PROVIDERS

	Nursing	Diagnostic	Rehab	Respiratory	Lab Services	Advanced Practice	Physicians	Pharmacy	International Staff
Synergent Healthcare	X	X	X	X	X		X	X	
Synergy Medical Staffing	X	X	X	X	X	X		X	
Synergy Staffing	X								
Tact Corporation of NYC*		X	X	X				X	
Taj Technologies (Non-Clinical)	X	X	X	X	X			X	
Talemed*									
Team Locums	X								
Team Staffing Network							X		
Techforce3	X	X	X	X	X				
Teksystems - IN (IT)		X	X	X	X	X			
TEKsystems - SD (IT)									
Tekwave, LLC									
Temp Associates (Non-Clinical)	X								
Thaxton Interim Leadership									
The EAC Agency	X	X	X	X	X			X	
The Execu Search Group* (IT)	X	X	X	X	X	X	X	X	
The Healthcare Initiative	X	X	X	X	X	X	X	X	
The Merlin Healthcare Group	X	X	X	X	X	X	X	X	
The Moriarty Group	X	X	X	X	X				
The Right Solutions*	X	X	X	X	X	X	X	X	
Therapeutic Resources*	X	X	X	X	X				
Therapia Staffing			X						
Therapy Staff	X	X	X	X	X	X			
Titan Medical Group*			X						
Titan Nurse Staffing*		X	X	X	X			X	
Total Medical Personnel Staffing	X	X	X	X	X	X	X	X	
TotalMed Staffing*	X	X	X	X	X				
Travel Nurse Across America*	X	X	X	X	X			X	

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FocusOne Solutions

Affiliate PROVIDERS

	Nursing	Diagnostic	Rehab	Respiratory	Lab Services	Advanced Practice	Physicians	Pharmacy	International Staff
Travelmed USA*	X		X	X	X				
Treva Corporation	X	X	X	X	X				
Triage, LLC*	X	X	X	X	X	X	X	X	
Tri-State Nursing	X	X	X	X	X				
True Light Consulting	X	X	X	X	X	X	X		
Trustaff Travel Nursing*	X	X	X	X	X	X	X	X	
Trusted Nurse Staffing	X	X	X	X	X			X	
TT Enterprises One Stop Staffing Solutions	X								
Ultimate Care	X	X	X	X	X	X		X	
United Staffing Solutions	X	X	X	X	X	X			
UPsource Medical	X	X	X	X	X				
USA Staffing Services									
USG Staffing	X	X	X	X	X	X	X	X	
Valley Medical Staffing*	X	X	X	X	X	X	X	X	
Vero RN LLC*	X	X		X			X		
Vertex Staffing	X	X	X	X	X	X			
Vibrus Group									
VincentBenjamin Group	X	X	X	X	X	X	X	X	
Vision Employment Group		X	X	X	X				
Visual Consultants		X	X	X	X	X			
Voca	X	X	X	X	X	X		X	
Voyage Healthcare*	X								
vTech Solution (IT)			X						
WalkerHealthcare		X	X	X	X				
Wayne Staffing*	X	X	X	X	X			X	
Wellspring Nurse Source*	X	X	X	X	X	X		X	
Westways Staffing Services*	X	X	X	X	X			X	
WSI Personnel Services	X	X	X	X	X				

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FocusOne Solutions

Affiliate PROVIDERS

	Nursing	Diagnostic	Rehab	Respiratory	Lab Services	Advanced Practice	Physicians	Pharmacy	International Staff
Wynden Stark	X	X	X	X	X	X	X	X	
Zack Group*		X			X				

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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	☐ PBE	☐ VET	☐ DVET	☐ ESB
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: 1

Corporate/Business Entity Name:	FocusOne Solutions, LLC	
(Include d.b.a., if applicable)		
Street Address:	13609 California Street, Suite 420	**Website:** www.focusonesolutions.com
City, State and Zip Code:	Omaha, NE 68154	**POC Name:** Amanda Hileman, Director of Operations **Email:** ahileman@focusonesolutions.com
Telephone No:	800-866-6674 ext. 2148	**Fax No:** 866-775-3446
Nevada Local Street Address: **(If different from above)**	3838 Raymert Drive Suite 106	**Website:** www.focusonesolutions.com
City, State and Zip Code:	Las Vegas, NV 89121	**Local Fax No:** 702-933-1155
Local Telephone No:	702-450-8870 (Office) 702-465-1978 (Cell)	**Local POC Name:** Theresa Eilers **Email:** teilers@focusonesolutions.com

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.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Larry Courtnage	Chairman and Owner	95.08%

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/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.

Amy Blumenthal
Authorized Signer

Signature — Print Name

Title — Date: 5-28-19

REVISED 7/25/2014

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD AUDIT AND FINANCE COMMITTEE
AGENDA ITEM

Issue:	**Pricing Agreement with Northfield Medical, Inc.**	**Back-up:**
Petitioner:	Jennifer Wakem, Chief Financial Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board Audit and Finance Committee review and recommend for approval by the Governing Board the Pricing Agreement with Northfield Medical, Inc. to provide repair of surgical instruments; and take action as deemed appropriate. *(For possible action)*

FISCAL IMPACT:

Fund Number: 5420.000
Fund Name: Operating Fund
Fund Center: 3000705100
Funded Pgm/Grant: N/A
Description: Surgical Instrument Repair
Bid/RFP/CBE: GPO - NRS 450.525 & NRS 450.530
Amount: NTE $900,000
Out Clause: For Convenience

BACKGROUND:

UMCSN wishes to enter into a new five (5) year agreement ("Agreement") with Northfield Medical, Inc. to provide surgical instrument repair services. Northfield will provide repair and sterilization of surgical instruments as well as provide bi-annual surgical bed cleaning and sterilizer deep chamber cleaning. The Agreement may be terminated with 30 days' written notice without cause.

This Agreement is being entered into pursuant to UMCSN's agreement with HealthTrust Purchasing Group ("HPG"). HPG is a Group Purchasing Organization of which UMCSN is a member. This request is in compliance with NRS 450.525 and NRS 450.530; attached is the bid summary sheet and a sworn statement from an HPG executive verifying that the pricing was obtained through a competitive bid process.

UMCSN's Clinical Director of Specialty Services has 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.

Northfield Medical is in process of obtaining a Clark County Business License.

Respectfully submitted,

Jennifer Wakem
Chief Financial Officer

Cleared for Agenda
January 22, 2020

Agenda Item #
9

Pricing Agreement
Purchasing Agreement No.: HPG-4923
Group: University Medical Center of Southern Nevada
Vendor: Northfield Medical, Inc.
Effective Date: January 1, 2020

This Pricing Agreement ("Pricing Agreement") is entered into effective as of **January 1, 2020** ("Effective Date") by and among **HealthTrust Purchasing Group, L.P.** ("HealthTrust" or "HPG"), **University Medical Center of Southern Nevada**, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes ("Group") and **Northfield Medical, Inc.** ("Vendor"). HealthTrust, Group and Vendor each are sometimes referred to in this Pricing Agreement as a "Party" and collectively as the "Parties."

WHEREAS, HealthTrust and Vendor are parties to that certain Purchasing Agreement for **Instrument Repair** dated as of **March 1, 2015**, as amended (Agreement No. HPG-4923) (collectively, the "Purchasing Agreement");

WHEREAS, Qualifying Facilities (as defined in Section 4 (Qualifying Facilities) of this Pricing Agreement), as members of HealthTrust, are eligible to purchase certain products and services (collectively, the "Products") from Vendor under the Purchasing Agreement, subject to and in accordance with the terms therein; and

WHEREAS, the Parties desire to amend the Purchasing Agreement to obtain certain additional commitments and to implement special pricing for the Group regarding the Products set forth in Exhibit AA, attached hereto and incorporated herein, that Qualifying Facilities may purchase from Vendor under the Purchasing Agreement ("Committed Products").

NOW, THEREFORE, the Parties agree as follows:

1. Term. The term of this Pricing Agreement begins on the Effective Date and shall expire on December 31, 2024 ("Expiration Date") and is subject to the termination provisions in this Pricing Agreement (the "Term"). The Parties agree that the termination or expiration of the Purchasing Agreement without a replacement agreement will not terminate or affect this Pricing Agreement, provided that the terms and conditions of the Purchasing Agreement are hereby incorporated by reference including those provisions relating to the payment of GPO Fees, which shall continue to govern and apply to purchases of Committed Products by Qualifying Facilities under this Pricing Agreement for the remainder of the Term. Vendor shall provide Group thirty (30) days' prior written notice of termination or expiration of the Purchasing Agreement without a replacement.

2. Termination with Cause. The Parties shall each have the right to terminate this Pricing Agreement, with respect to one (1) or more Committed Products, or all Committed Products, with Cause, which is not cured within thirty (30) days following receipt of written notice thereof specifying the Cause. This Pricing Agreement shall automatically terminate on the date on which Group ceases to be a Participant of HealthTrust.

3. Termination without Cause. Group and HealthTrust shall each have the right to terminate this Pricing Agreement, with respect to one (1) or more Committed Products, or all Committed Products, without Cause, upon providing thirty (30) days' prior written notice to the other Parties. This Pricing Agreement shall automatically terminate on the date on which Group ceases to be a Participant of HealthTrust.

4. Qualifying Facilities. Those entities that are designated as "**University Medical Center (UMC) of Southern Nevada**" under the heading "Company" on HealthTrust's active membership list, located at:

https://scrubs.healthtrustpg.com/Source/vendors/mm_listings/mm_vendor.xls

constitute the affiliated facilities of Group ("Qualifying Facilities"). The Qualifying Facilities qualify as "Purchasers" under the Purchasing Agreement and shall be eligible to obtain from Vendor the Committed Products and rebates set forth in Exhibit AA at the stated prices and rebates for such Committed Products as set forth in Exhibit AA. If a Qualifying Facility ceases to be a Participant of HealthTrust during the Term, such Qualifying Facility shall be ineligible to obtain Committed Products and rebates under this Pricing Agreement.

5. Termination of Prior Agreements. This Pricing Agreement automatically terminates, replaces and supersedes any existing pricing agreement under the Purchasing Agreement between Vendor or its affiliate and Group or any Qualifying Facility for purchases of products and services comparable to the Committed Products.

6. Amendment to Purchasing Agreement. HealthTrust and Vendor intend that this Pricing Agreement is an amendment to the Purchasing Agreement as to Group's purchases of Committed Products. The terms of the Purchasing Agreement shall govern all purchases of Committed Products by Qualifying Facilities under this Pricing Agreement, and purchases of Committed Products by Qualifying Facilities under this Pricing Agreement shall be deemed to have been made under the Purchasing Agreement. The Parties agree that the GPO Fees applicable to purchases of Committed Products by Qualifying Facilities under this Pricing Agreement shall be as set forth in the Purchasing Agreement for such Committed Products. Except for the special pricing, rebates and commitments set forth in this Pricing Agreement, the terms of the Purchasing Agreement shall take priority over any conflicting terms contained in this Pricing Agreement.

7. Group Compliance. Compliance and business reviews for performance under this Pricing Agreement shall be conducted no later than thirty (30) days after the expiration of each measurement period specified in Exhibit AA. Compliance is defined as Group's performance in accordance with the commitment and purchasing requirements specified in Exhibit AA.

8. New Products. During the Term, prior to offering to Group or any Qualifying Facility any product in the category of the Committed Products that is not listed in Exhibit AA, Vendor shall: (i) complete any product documentation requested by HealthTrust; (ii) meet with HealthTrust to provide required product information to HealthTrust and its clinical committees; (iii) agree with HealthTrust and Group upon a price for such product; (iv) amend Exhibit A of the Purchasing Agreement to add such product at the agreed upon price; and (v) amend Exhibit AA of this Pricing Agreement to add such product at the agreed upon price. If Vendor offers any new product in the category of the Committed Products to Group or Qualifying Facilities for purchase prior to completing (i) – (v) above, Vendor agrees that Group and Qualifying Facilities will pay the price specified on Exhibit AA for the most comparable Committed Product on this Pricing Agreement.

9. Capitalized Terms. Capitalized terms used and not otherwise defined herein shall have the meaning designated in the Purchasing Agreement.

10. Notices. Notices under this Pricing Agreement shall be: (i) in writing; (ii) effective upon receipt; and (iii) sent by any of the following methods: (a) facsimile with return facsimile acknowledging receipt; (b) United States Postal Service certified or registered mail with return receipt showing receipt; (c) courier delivery service with proof of delivery; or (d) personal delivery. Notices shall be sent as follows:

Group: University Medical Center of Southern Nevada
Attn: Contracts Management
1800 W. Charleston Blvd
Las Vegas, NV 89012

Vendor: Northfield Medical, Inc
30275 Hudson Dr
Novi, MI 48377

HealthTrust: HealthTrust Purchasing Group, L.P.

Attn: Vice President, Contracting and Acquisition Management
1100 Dr. Martin L. King Jr. Blvd., Suite 1100
Nashville, TN 37203

11. No Legal Advice. Group and Vendor acknowledge and agree that: (i) HealthTrust has not provided legal advice to Group or Vendor in the negotiation of the terms and conditions contained in this Pricing Agreement; and (ii) the terms and conditions of this Pricing Agreement are the result of negotiations between Group and Vendor, both represented by their respective counsel.

12. Insurance. Vendor shall, at its own cost and expense, obtain and maintain in full force and effect, the following insurance during the Term: (a) Commercial General Liability insurance with per-occurrence and general aggregate limits of not less than $1,000,000; (b) Products and Completed Operations Liability insurance with per-occurrence and general aggregate limits of not less than $2,000,000; (c) Workers' Compensation and Employer's Liability insurance with statutory limits for Workers' Compensation and Employer's Liability insurance limits of not less than $1,000,000; (d) Commercial Auto Liability insurance with per occurrence and general aggregate limits of not less than $1,000,000. Upon request, Vendor shall furnish certificates of insurance evidencing such coverage to Group.

13. Indemnification. (a) By Vendor. Vendor hereby agrees to indemnify, hold harmless and defend Group and its agents, employees and servants, from any and all claims, actions, costs, expenses (including reasonable attorneys' fees) and damages that they may suffer or incur, directly or indirectly, as the result of third party claims for property damage, personal injury or death, arising out of, in connection with, the Products, to the extent that such claims, actions, costs, expenses or damages are caused by the negligence or willful misconduct of Vendor or its agents, employees or servants. (b) By Group. To the extent expressly authorized by Nevada law, Group hereby agrees to indemnify, hold harmless and defend Group and its agents, employees and servants, from any and all claims, actions, costs, expenses (including reasonable attorneys' fees) and damages that they may suffer or incur, directly or indirectly, as the result of third party claims for property damage, personal injury or death, arising out of, in connection with, the Products, to the extent that such claims, actions, costs, expenses or damages are caused by the negligence or willful misconduct of Group or its agents, employees or servants.

14. NTE (Not to Exceed) Language. Solely for Group's internal budgeting and approval purposes, this Pricing Agreement has a not to exceed value of $900,000 for the term. Group acknowledges and agrees that it is solely responsible for appropriating and approving funds necessary to satisfy its financial obligations hereunder.

15. Budget Act and Fiscal Fund Out. In accordance with the Nevada Revised Statutes (NRS 354.626), the financial obligations under this Pricing Agreement between the Parties shall not exceed those monies appropriated and approved by Group for the then-current fiscal year under the Local Government Budget Act. This Pricing Agreement shall terminate and Group's obligations under it shall be extinguished at the end of any of Group's fiscal years in which Group'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 Pricing Agreement, provided that Group gives Vendor at least thirty (30) days' prior written notice termination. Group agrees that this section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to this Pricing Agreement. In the event this section is invoked, this Pricing Agreement will expire on the 30th day of June of the then-current fiscal year. Termination under this section shall not relieve Group of its obligations incurred through the 30th day of June of the fiscal year for which monies were appropriated or for items delivered for which Group did not give notification of termination due to loss of appropriated funds.

16. Public Records. HealthTrust and Vendor acknowledge that Group 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 Group receives a demand for the disclosure of any information related to this Pricing Agreement that HealthTrust or Vendor has claimed to be confidential and proprietary, such as pricing, programs, services, business practices or procedures, Group will immediately notify HealthTrust and Vendor of such demand

and HealthTrust or Vendor shall immediately notify Group of its intention to seek injunctive relief in a Nevada court for protective order. Vendor shall indemnify, and defend and hold harmless Group from any claims or actions, including all associated costs and attorney's fees, demanding the disclosure of Vendor document(s) in Group's custody and control that Vendor claims to be confidential and proprietary.

17. Non-Excluded Healthcare Provider: HealthTrust and Vendor represent and warrant to Group 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 goods 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 goods or services hereunder. HealthTrust and Vendor represent and warrant to Group 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 HealthTrust, Vendor or its affiliates or to their knowledge against any employee, contractor or agent engaged to provide goods or services under this Pricing Agreement. (collectively "Exclusions / Adverse Actions").

18. Counterparts. This Pricing Agreement and any amendments may be executed by the Parties individually or in any combination, in one or more counterparts, each of which shall be an original and all of which shall together constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties hereby indicate their agreement to the terms of this Pricing Agreement by the signatures of their authorized representatives.

HealthTrust Purchasing Group, L.P., by HPG Enterprises, LLC, its general partner	**Vendor: Northfield Medical, Inc.**
HealthTrust Signee:	Vendor Signee:
HealthTrust Signee Name:	Vendor Signee Name:
HealthTrust Signee Title:	Vendor Signee Title:
HealthTrust Signature Date:	Vendor Signature Date:

Group: University Medical Center of Southern Nevada

Group Signee:

Group Signee Name:

Group Signee Title:

Group Signature Date:

Pricing Agreement
Purchasing Agreement No.: HPG-4923
Group: University Medical Center of Southern Nevada
Vendor: Northfield Medical, Inc.
Effective Date: January 1, 2020

Exhibit AA

Committed Products with Prices and Rebates

Committed Products and Prices:

See Exhibit AA-1 for a full list of products and pricing

Rebates:

N/A

Part Num	Part Description	Pricing Redacted
RE1101	SCISSORS-STANDARD; ADJUST, ALIGN, REFURBISH, SHARPEN	
RE1101A	SCISSORS-STANDARD LEVEL 1; ADJUST, ALIGN, REFURBISH, SHARPEN, REPLACE MINOR PART	
RE1101B	SCISSORS-STANDARD LEVEL 2; ADJUST, ALIGN, REFURBISH, SHARPEN, REPLACE MINOR PART, AND OR ADDITIONAL LABOR	
RE1102	SCISSORS-TUNGSTEN CARBIDE-STD; ADJUST, ALIGN, REFURBISH, SHARPEN	
RE1102A	SCISSORS-TNGSTN CARB LVL 1; ADJUST, ALIGN, REFURBISH, SHARPEN, REPLACE MINOR PART	
RE1102B	SCISSORS-TNGSTN CARB LVL 2; ADJUST, ALIGN, REFURBISH, SHARPEN, REPLACE MINOR PART, AND OR ADDITIONAL LABOR	
RE1103	SCISSORS-MICRO; ADJUST, ALIGN, REFURBISH, SHARPEN	
RE1103A	SCISSORS-MICRO LEVEL 1; ADJUST, ALIGN, REFURBISH, SHARPEN, REPLACE MINOR PART	
RE1103B	SCISSORS-MICRO LEVEL 2; ADJUST, ALIGN, REFURBISH, SHARPEN, REPLACE MINOR PART, AND OR ADDITIONAL LABOR	
RE1103C	SCISSORS-MICRO LEVEL 3; ADJUST, ALIGN, REFURBISH, SHARPEN, REPLACE MAJOR PART, AND OR ADDITIONAL LABOR	
RE1104	SCISSORS-DELICATE; ADJUST, ALIGN, REFURBISH, SHARPEN	
RE1104A	SCISSORS-DELICATE LEVEL 1; ADJUST, ALIGN, REFURBISH, SHARPEN, REPLACE MINOR PART	
RE1104B	SCISSORS-DELICATE LEVEL 2; ADJUST, ALIGN, REFURBISH, SHARPEN, REPLACE MINOR PART, AND OR ADDITIONAL LABOR	
RE1106	SCISSORS-SUPERCUT; ADJUST, ALIGN, REFURBISH, SHARPEN	
RE1106A	SCISSORS-SUPERCUT LEVEL 1; ADJUST, ALIGN, REFURBISH, SHARPEN, REPLACE MINOR PART	
RE1106B	SCISSORS-SUPERCUT LEVEL 2; ADJUST, ALIGN, REFURBISH, SHARPEN, REPLACE MINOR PART, AND OR ADDITIONAL LABOR	
RE1107	SCISSORS-MICRO TITANIUM; ADJUST, ALIGN, REFURBISH, SHARPEN	
RE1107A	SCISSORS-MICRO TITANIUM; ADJUST, ALIGN, REFURBISH, SHARPEN AND OR ADDITIONAL LABOR	
RE1201	RING HNDL FCPS-STANDARD; ADJUST, ALIGN, REFURBISH	
RE1201A	RING HNDL FCPS-STANDARD LVL 1; ADJUST, ALIGN, REFURBISH, AND ADDITIONAL LABOR	
RE1201B	RING HNDL FCPS-STANDARD LVL 2; ADJUST, ALIGN, REFURBISH, AND MAJOR ADDITIONAL LABOR	
RE1202	RING HNDL FCPS-CARDIO/INTESTIN; ADJUST, ALIGN, REFURBISH	
RE1202A	RING HNDL FCPS-CARD/INT LVL 1; ADJUST, ALIGN, REFURBISH, AND ADDITIONAL LABOR	
RE1202B	RING HNDL FCPS-CARD/INT LVL 2; ADJUST, ALIGN, REFURBISH, AND MAJOR ADDITIONAL LABOR	
RE1203	RING HNDL FCPS-CLIP APPLYING; ADJUST, ALIGN, REFURBISH	
RE1203A	RING HNDL FCPS-CLIP APP LVL 1; ADJUST, ALIGN, REFURBISH, REPLACE MINOR PART AND OR ADDITIONAL LABOR	
RE1203B	RING HNDL FCPS-CLIP APP LVL 2; ADJUST, ALIGN, REFURBISH, REPLACE MINOR PART, ADDITIONAL LABOR, AND COLOR CODE IF APPLICABLE	
RE1203C	RING HNDL FCPS-CLIP APP LVL 3; ADJUST, ALIGN, REFURBISH, REPLACE MINOR PART, ADDITIONAL LABOR, COLOR CODE	
RE1204	CHOLANGIOGRAM CLAMP; ADJUST, ALIGN, REFURBISH	
RE1204A	CHOLANGIOGRAM CLAMP LEVEL 1; ADJUST, ALIGN, REFURBISH, MINOR PARTS	
RE1204B	CHOLANGIOGRAM CLAMP LEVEL 2; ADJUST, ALIGN, REFURBISH, MINOR PARTS, ADDITIONAL LABOR	
RE1204C	CHOLANGIOGRAM CLAMP LEVEL 3; ADJUST, ALIGN, REFURBISH, MAJOR PARTS, ADDITIONAL LABOR	

RE1204D	CHOLANGIOGRAM CLAMP LEVEL 4; ADJUST, ALIGN, REFURBISH, MAJOR PARTS, SUB-ASSEMBLY REPLACEMENT, ADDITIONAL LABOR
RE1301	RETRACTOR-HAND HELD; ADJUST, ALIGN, REFURBISH
RE1301A	RETRACTOR-HAND HELD LEVEL 1; ADJUST, ALIGN, REFURBISH, MAJOR ADDITIONAL LABOR
RE1301B	RETRACTOR-HAND HELD LEVEL 2; ADJUST, ALIGN, REFURBISH, HANDLE REPLACEMENT
RE1301C	RETRACTOR-HAND HELD LEVEL 3; ADJUST, ALIGN, REFURBISH, HANDLE REPLACEMENT
RE1302	RETR-SELF-RETAINING/STANDARD; ADJUST, ALIGN, REFURBISH
RE1302A	RETR-SELF-RETAINING/STD LVL 1; ADJUST, ALIGN, REFURBISH, MINOR PARTS
RE1302B	RETR-SELF-RETAINING/STD LVL 2; ADJUST, ALIGN, REFURBISH, MAJOR PARTS
RE1302C	RETR-SELF-RETAINING/STD LVL 3; ADJUST, ALIGN, REFURBISH, MAJOR PARTS, AND OR MAJOR LABOR
RE1302D	RETR-SELF-RETAINING/STD LVL 4; ADJUST, ALIGN, REFURBISH, MAJOR PARTS
RE1302E	RETR-SELF-RETAINING/STD LVL 5; ADJUST, ALIGN, REFURBISH, MAJOR PARTS, MINOR LABOR
RE1302F	RETR-SELF-RETAINING/STD LVL 6; ADJUST, ALIGN, REFURBISH, MAJOR PARTS, MAJOR LABOR
RE1303	RETR-SELF-RET/MICRO OR DELICAT; ADJUST, ALIGN, REFURBISH
RE1303A	RETR-SELF-RET/MIC OR DEL LVL 1; ADJUST, ALIGN, REFURBISH, REPLACE MINOR PARTS
RE1303B	RETR-SELF-RET/MIC OR DEL LVL 2; ADJUST, ALIGN, REFURBISH, REPLACE MINOR PART, AND OR ADDITIONAL LABOR
RE1303C	RETR-SELF-RET/MIC OR DEL LVL 3; ADJUST, ALIGN, REFURBISH, REPLACE MAJOR PARTS AND OR ADDITIONAL LABOR
RE1304	RETR-SELF-RET/BALFOUR TYPES; ADJUST, ALIGN, REFURBISH
RE1304A	RETR-SELF-RET/BALFR LVL 1; ADJUST, ALIGN, REFURBISH, REPLACE MINOR PARTS
RE1304B	RETR-SELF-RET/BALFR LVL 2; ADJUST, ALIGN, REFURBISH, REPLACE MINOR PART, AND OR ADDITIONAL LABOR
RE1304C	RETR-SELF-RET/BALFR LVL 3; ADJUST, ALIGN, REFURBISH, REPLACE MAJOR PARTS
RE1304D	RETR-SELF-RET/BALFR LVL 4; ADJUST, ALIGN, REFURBISH, REPLACE MAJOR PART, AND OR ADDITIONAL LABOR
RE1305	RETR-SELF-RET/BLADES ONLY; ADJUST, ALIGN, REFURBISH
RE1305A	RETR-SELF-RET/BLDS ONLY LVL 1; ADJUST, ALIGN, REFURBISH, AND ADDITIONAL LABOR
RE1305B	RETR-SELF-RET/BLDS ONLY LVL 2; ADJUST, ALIGN, REFURBISH, REPLACE MINRO PART, AND OR ADDITIONAL LABOR
RE1305C	RETR-SELF-RET/BLDS ONLY LVL 3; ADJUST, ALIGN, REFURBISH, REPLACE MAJOR PARTS
RE1305D	RETR-SELF-RET/BLDS ONLY LVL 4; ADJUST, ALIGN, REFURBISH, REPLACE MAJOR PART, ADDITIONAL LABOR
RE1305E	RETR-SELF-RET/BLDS ONLY LVL 5; ADJUST, ALIGN, REFURBISH, SPECIAL PARTS, MAJOR LABOR
RE1309	FAN RETRACTOR; ADJUST, ALIGN, REFURBISH
RE1309A	FAN RETRACTOR LEVEL 1; ADJUST, ALIGN, REFURBISH, REPLACE MINOR PARTS
RE1309B	FAN RETRACTOR LEVEL 2; ADJUST, ALIGN, REFURBISH, REPLACE MINOR PARTS, ADDITIONAL LABOR
RE1309C	FAN RETRACTOR LEVEL 3; ADJUST, ALIGN, REFURBISH, SPECIAL PARTS, MAJOR LABOR
RE1310	FLEXIBLE BRAIN RETRACTOR; ADJUST, ALIGN, ASSEMBLE, REFURBISH
RE1310A	FLEX BRAIN RETRACTOR LVL 1; ADJUST, ALIGN, ASSEMBLE, REFURBISH, REPLACE CABLE

RE1310B	FLEX BRAIN RETRACTOR LVL 2; ADJUST, ALIGN, ASSEMBLE, REFURBISH, REPLACE CABLE, MINOR PARTS, AND OR ADDITIONAL LABOR
RE1310C	FLEX BRAIN RETRACTOR LVL 3; ADJUST, ALIGN, ASSEMBLE, REFURBISH, REPLACE CABLE, MAJOR PARTS, AND OR ADDITIONAL LABOR
RE1311	DEFLECTOR BRIDGE; ADJUST, ALIGN, REFURBISH, DENT REMOVAL
RE1311A	DEFLECTOR BRIDGE LEVEL 1; ADJUST, ALIGN, REFURBISH, DENT REMOVAL, REPLACE MINOR PARTS AND OR ADDITIONAL LABOR
RE1311B	DEFLECTOR BRIDGE LEVEL 2; ADJUST, ALIGN, REFURBISH, DENT REMOVAL, REPLACE MAJOR PARTS, AND OR ADDITIONAL LABOR
RE1312	GREENWALD RETRACTOR; ADJUST, ALIGN, REFURBISH, ASSEMBLE
RE1312A	GREENWALD RETRACTOR LEVEL 1; ADJUST, ALIGN, REFURBISH, ASSEMBLE, REFURBISH, REPLACE MINOR PARTS AND OR ADDITIONAL LABOR
RE1312B	GREENWALD RETRACTOR LEVEL 2; ADJUST, ALIGN, REFURBISH, ASSEMBLE, REFURBISH, REPLACE MAJOR PARTS, AND OR ADDITIONAL LABOR
RE1312C	GREENWALD RETRACTOR LEVEL 3; ADJUST, ALIGN, REFURBISH, ASSEMBLE, REFURBISH, REPLACE MAJOR PARTS, REWIRE, AND OR ADDITIONAL LABOR
RE1313	LIVER LIFTER; ADJUST, ALIGN, REFURBISH
RE1313A	LIVER LIFTER LEVEL 1; ADJUST, ALIGN, REFURBISH, REPLACE CABLE AND TIP
RE1313B	LIVER LIFTER LEVEL 2; ADJUST, ALIGN, REFURBISH, REPLACE CABLE, TIP, AND STERILIZATION TUBE
RE1313C	LIVER LIFTER LEVEL 3; ADJUST, ALIGN, REFURBISH, REPLACE CABLE, TIP, STERILIZATION TUBE, AND REPLACE HANDLE PARTS
RE1313D	LIVER LIFTER LEVEL 4; ADJUST, ALIGN, REFURBISH, REPLACE CABLE, TIP, STERILIZATION TUBE, REPLACE 1-5 LINKS, AND REPLACE HANDLE PARTS
RE1313E	LIVER LIFTER LEVEL 5; ADJUST, ALIGN, REFURBISH, REPLACE CABLE, TIP, STERILIZATION TUBE, REPLACE 6-10 LINKS, AND REPLACE HANDLE PARTS
RE1313F	LIVER LIFTER LEVEL 6; ADJUST, ALIGN, REFURBISH, COMPLETE REBUILD
RE1314	LOWSLEY RETRACTOR; ADJUST, ALIGN, REFURBISH, AND TIGHTEN PINS
RE1315	BOOKWALTER (RING)RETR.-RATCHET; ADJUST, ALIGN, REFURBISH
RE1315A	BKWALTER RING RETR-RTCHT LVL 1; ADJUST, ALIGN, REFURBISH, MINOR PARTS AND OR ADDITIONAL MINOR LABOR
RE1315B	BKWALTER RING RETR-RTCHT LVL 2; ADJUST, ALIGN, REFURBISH, MAJOR PARTS AND OR ADDITIONAL MAJOR LABOR
RE1315C	BKWALTER RING RETR-RTCHT LVL 3; ADJUST, ALIGN, REFURBISH, REPLACE LEVER AND SPRING, ADDITIONAL LABOR
RE1316	BOOKWALTER (RING) RETR.; ROD; ADJUST, ALIGN, REFURBISH
RE1316A	BKWALTER RINGRETRROD LVL 1; ADJUST, ALIGN, REFURBISH, MINOR PARTS, AND OR ADDITIONAL LABOR
RE1316B	BKWALTER RINGRETRROD LVL 2; ADJUST, ALIGN, REFURBISH, MAJOR PARTS, AND OR ADDITIONAL MAJOR LABOR
RE1316C	BKWALTER RINGRETRROD LVL 3; ADJUST, ALIGN, REFURBISH, MINOR PARTS, AND ADDITIONAL MAJOR LABOR
RE1316D	BKWALTER RINGRETRROD LVL 4; ADJUST, ALIGN, REFURBISH, MAJOR PARTS, AND ADDITIONAL MAJOR LABOR
RE1401	SPECULA-STANDARD; ADJUST, ALIGN, REFURBISH
RE1401A	SPECULA-STANDARD LEVEL 1; ADJUST, ALIGN, REFURBISH, MINOR PARTS
RE1401B	SPECULA-STANDARD LEVEL 2; ADJUST, ALIGN, REFURBISH, MINOR PARTS, AND OR ADDITIONAL LABOR
RE1401C	SPECULA-STANDARD LEVEL 3; ADJUST, ALIGN, REFURBISH, MAJOR PARTS, AND OR ADDITIONAL LABOR
RE1401D	SPECULA-STANDARD LEVEL 4; ADJUST, ALIGN, REFURBISH, MAJOR PARTS, POWDERCOAT AND OR ADDITIONAL LABOR
RE1501	DRESS/TISS FCP; ADJUST, ALIGN, REFURBISH
RE1501A	DRESS/TISS FCP; ADJUST, ALIGN, REFURBISH WITH ADDITIONAL LABOR

RE1501B	DRESS FCP-STD TC WO INS LVL 2; ADJUST, ALIGN, REFURBISH, AND MAJOR ADDITIONAL LABOR
RE1502	DRESS/TISS FCP-TC NEW INSERT; ADJUST, ALIGN, REFURBISH, REPLACE INSERTS
RE1502A	DRESS/TISS FCP W/ TEETH-TC INS; ADJUST, ALIGN, REFURBISH, REPAIR TEETH, REPLACE INSERTS
RE1503	DRESS/TISS FCP-MICRO; ADJUST, ALIGN, REFURBISH
RE1503A	DRESS/TISS FCP-MICRO LEVEL 1; ADJUST, ALIGN, REFURBISH, AND OR ADDITIONAL MINOR LABOR
RE1503B	DRESS/TISS FCP-MICRO LEVEL 2; ADJUST, ALIGN, REFURBISH, AND OR ADDITIONAL MAJOR LABOR
RE1503C	DRESS/TISS FCP-MICRO LEVEL 3; ADJUST, ALIGN, REFURBISH, REBUILD TIPS AND OR ADDITIONAL LABOR
RE1503D	DRESS/TISS FCP-MICRO LEVEL 4 TITANIUM; ADJUST, ALIGN, REFURBISH, REBUILD TIPS AND OR ADDITIONAL LABOR
RE1504	DRESS/TISS FCP-DELICATE/VASCUL ; ADJUST, ALIGN, REFURBISH
RE1504A	DRESS/TISS FCP-DEL/VASC LVL 1; ADJUST, ALIGN, REFURBISH, ADDITIONAL MINOR LABOR
RE1504B	DRESS/TISS FCP-DEL/VASC LVL 2; ADJUST, ALIGN, REFURBISH, ADDITIONAL MAJOR LABOR
RE1505	DRESS FCP-MICRO ALLIGTR/GRASPG; ADJUST, ALIGN, REFURBISH
RE1505A	DRS FCP-MIC ALGTR/GRSPG LVL 1; ADJUST, ALIGN, REFURBISH, MINOR PARTS
RE1505B	DRS FCP-MIC ALGTR/GRSPG LVL 2; ADJUST, ALIGN, REFURBISH, MINOR PARTS, AND OR ADDITIONAL LABOR
RE1505C	DRS FCP-MIC ALGTR/GRSPG LVL 3; ADJUST, ALIGN, REFURBISH, MAJOR PARTS, AND ADDITIONAL LABOR
RE1507	TITANIUM FORCEP W/ IRRAGATION; ADJUST, ALIGN, REFURBISH, REPOT
RE1507A	TITANIUM FORCEP W/ IRRIGATION LEVEL 1; ADJUST, ALIGN, REFURBISH, REPOT, MINOR PARTS AND OR MINOR ADDITIONAL LABOR
RE1600	RONGEURS/PITUITARY; ADJUST, ALIGN, REFURBISH, SHARPEN
RE1600A	RONGEURS/PITUITARY LEVEL 1; ADJUST, ALIGN, REFURBISH, SHARPEN, REPLACE MINOR PARTS AND OR ADDITIONAL LABOR
RE1600B	RONGEURS/PITUITARY LEVEL 2; ADJUST, ALIGN, REFURBISH, SHARPEN, REPLACE MINOR PARTS, AND OR ADDITIONAL MAJOR LABOR
RE1600C	RONGEURS/PITUITARY LEVEL 3; ADJUST, ALIGN, REFURBISH, SHARPEN, REPLACE MAJOR PARTS, AND OR ADDITIONAL MAJOR LABOR
RE1600D	RONGEURS/PITUITARY LEVEL 4; ADJUST, ALIGN, REFURBISH, SHARPEN, REPLACE MAJOR PARTS, ADDITIONAL MAJOR LABOR
RE1600E	RONGEURS/PITUITARY LEVEL 5; ADJUST, ALIGN, REFURBISH, SHARPEN, REPLACE EXTENSIVE PARTS, ADDITIONAL MAJOR LABOR
RE1600F	RONGEURS/PITUITARY LEVEL 6; ADJUST, ALIGN, REFURBISH, SHARPEN, REPLACE EXTENSIVE PARTS, ADDITIONAL EXTENSIVE LABOR
RE1601	BONE-RONGEURS SINGLE AND DOUBLE ACTION; ADJUST, ALIGN, REFURBISH, SHARPEN
RE1601A	BONE-RONGEURS SINGLE AND DBL ACTION LVL 1; ADJUST, ALIGN, REFURBISH, SHARPEN, REPLACE MINOR PARTS
RE1601B	BONE-RONGEURS SINGLE AND DBL ACTION LVL 2; ADJUST, ALIGN, REFURBISH, SHARPEN, REPLACE MINOR PARTS, AND OR ADDITIONAL LABOR
RE1601C	BONE-RONGEURS SINGLE AND DBL ACTION LVL 3; ADJUST, ALIGN, REFURBISH, SHARPEN, REPLACE MAJOR PARTS, AND OR ADDITIONAL LABOR
RE1601D	BONE-RONGEURS DBL ACTION LVL 4; ADJUST, ALIGN, REFURBISH, SHARPEN, REPLACE MAJOR PART, ADDITIONAL LABOR
RE1602	BONE-RONGEURS SINGLE ACTION; ADJUST, ALIGN, REFURBISH, SHARPEN
RE1602A	BONE-RONGEURS SGL ACTION LVL 1; ADJUST, ALIGN, REFURBISH, SHARPEN, REPLACE MINOR PARTS

RE1602B	BONE-RONGEURS SGL ACTION LVL 2; ADJUST, ALIGN, REFURBISH, SHARPEN, REPLACE MINOR PARTS, ADDITIONAL LABOR
RE1602C	BONE-RONGEURS SGL ACTION LVL 3; ADJUST, ALIGN, REFURBISH, SHARPEN, REPLACE MAJOR PART
RE1602D	BONE-RONGEURS SGL ACTION LVL 4; ADJUST, ALIGN, REFURBISH, SHARPEN, REPLACE MAJOR PART, ADDITIONAL LABOR
RE1602E	BONE-RONGEURS SGL ACTION LVL 5; ADJUST, ALIGN, REFURBISH, SHARPEN, REPLACE MAJOR PART, ADDITIONAL MAJOR LABOR
RE1603	BONE-RONGEUR/KERRISN/; ADJUST, ALIGN, REFURBISH, SHARPEN
RE1603A	BONE-RONGR/KERRISN LVL 1; ADJUST, ALIGN, REFURBISH, SHARPEN, REPLACE MINOR PARTS
RE1603B	BONE-RONGR/KERRISN LVL 2; ADJUST, ALIGN, REFURBISH, SHARPEN, REPLACE MINOR PARTS, AND OR ADDITIONAL LABOR
RE1603C	BONE-RONGR/KERRISN LVL 3; ADJUST, ALIGN, REFURBISH, SHARPEN, REPLACE MAJOR PART, AND OR ADDITIONAL LABOR
RE1603D	BONE-RONGR/KERRISN/LAM LVL 4; ADJUST, ALIGN, REFURBISH, SHARPEN, REPLACE MAJOR PART, ADDITIONAL LABOR
RE1603E	BONE-RONGR/KERRISN/LAM LVL 5; ADJUST, ALIGN, REFURBISH, SHARPEN, REPLACE EXTENSIVE PART AND ADDITIONAL LABOR
RE1603F	BONE-RONGR/KERRISN/LAM LVL 6; ADJUST, ALIGN, REFURBISH, SHARPEN, REPLACE EXTENSIVE PART, EXTENSIVE LABOR
RE1604	BONE-BONE CUTTERS; ADJUST, ALIGN, REFURBISH, SHARPEN
RE1604A	BONE-BONE CUTTERS LEVEL 1; ADJUST, ALIGN, REFURBISH, SHARPEN, REPLACE MINOR PARTS
RE1604B	BONE-BONE CUTTERS LEVEL 2; ADJUST, ALIGN, REFURBISH, SHARPEN, REPLACE MINOR PARTS, AND OR ADDITIONAL LABOR
RE1604C	BONE-BONE CUTTERS LEVEL 3; ADJUST, ALIGN, REFURBISH, SHARPEN, REPLACE MAJOR PART, AND OR ADDITIONAL LABOR
RE1605	BONE-BONE CLAMPS; ADJUST, ALIGN, REFURBISH
RE1605A	BONE-BONE CLAMPS LEVEL 1; ADJUST, ALIGN, REFURBISH, REPLACE MINOR PARTS, AND OR ADDITIONAL LABOR
RE1605B	BONE-BONE CLAMPS LEVEL 2; ADJUST, ALIGN, REFURBISH, REPLACE MAJOR PART, AND OR ADDITIONAL LABOR
RE1605C	BONE-BONE CLAMPS LEVEL 3; ADJUST, ALIGN, REFURBISH, REPLACE MAJOR PART
RE1605D	BONE-BONE CLAMPS LEVEL 4; ADJUST, ALIGN, REFURBISH, REPLACE MAJOR PART, ADDITIONAL LABOR
RE1606	WIRE TWISTER / CRIMP / CUTTER; ADJUST, ALIGN, REFURBISH, SHARPEN AS NEEDED
RE1606A	WIRE TWIST CRIMP CUTTER LVL 1; ADJUST, ALIGN, REFURBISH, REPLACE MINOR PARTS, AND OR ADDITIONAL LABOR
RE1606B	WIRE TWIST CRIMP CUTTER LVL 2; ADJUST, ALIGN, REFURBISH, REPLACE MAJOR PARTS, AND OR ADDITIONAL LABOR
RE1608	BONE-CHISEL/OSTEOTOME/GOUGES; ADJUST, ALIGN, REFURBISH, SHARPEN
RE1608A	BONE-CHISEL/OSTEOTOME/GOUGES LVL 1; ADJUST, ALIGN, REFURBISH, SHARPEN, REPLACE HANDLE
RE1608B	BONE-CHISEL/OSTEOTOME/GOUGES ; ADJUST, ALIGN, REFURBISH, SHARPEN, REPLACE HANDLE
RE1612	T-HANDLE; ADJUST, ALIGN, REFURBISH
RE1613	SLAP HAMMER; ADJUST, ALIGN, REFURBISH
RE1613A	SLAP HAMMER LEVEL 1; ADJUST, ALIGN, REFURBISH, REPLACE MINOR PARTS AND OR ADDITIONAL LABOR
RE1613B	SLAP HAMMER LEVEL 2; ADJUST, ALIGN, REFURBISH, REPLACE MAJOR PARTS AND OR ADDITIONAL LABOR
RE1614	SCREW DRIVER; ADJUST, ALIGN, REFURBISH
RE1614A	SCREW DRIVER LEVEL 1; ADJUST, ALIGN, REFURBISH, REPLACE MINOR PARTS AND OR ADDITIONAL LABOR

RE1616	ROD / PLATE BENDER; ADJUST, ALIGN, REFURBISH
RE1616A	ROD / PLATE BENDER LEVEL 1; ADJUST, ALIGN, REFURBISH, REPLACE MINOR PARTS AND OR ADDITIONAL LABOR
RE1617	RING CUTTER; ADJUST, ALIGN, REFURBISH
RE1617A	RING CUTTER LEVEL 1; ADJUST, ALIGN, REFURBISH, REPLACE MINOR PARTS AND OR ADDITIONAL LABOR
RE1617B	RING CUTTER LEVEL 2; ADJUST, ALIGN, REFURBISH, REPLACE MAJOR PARTS AND OR ADDITIONAL LABOR
RE1621	MARTIN ARM; ADJUST, ALIGN, REFURBISH
RE1621A	MARTIN ARM LEVEL 1; ADJUST, ALIGN, REFURBISH, REPLACE MINOR PARTS AND OR ADDITIONAL LABOR
RE1621B	MARTIN ARM LEVEL 2; ADJUST, ALIGN, REFURBISH, REPLACE MAJOR PARTS AND OR ADDITIONAL LABOR
RE1621C	MARTIN ARM LEVEL 3; ADJUST, ALIGN, REFURBISH, REPLACE MAJOR PARTS AND OR ADDITIONAL LABOR
RE1621D	MARTIN ARM LEVEL 4; ADJUST, ALIGN, REFURBISH, REPLACE MAJOR PARTS AND ADDITIONAL LABOR
RE1621E	MARTIN ARM LEVEL 5; ADJUST, ALIGN, REFURBISH, REPLACE EXTENSIVE PARTS AND ADDITIONAL LABOR
RE1621F	MARTIN ARM LEVEL 6; ADJUST, ALIGN, REFURBISH, REPLACE CUSTOM PARTS AND ADDITIONAL LABOR
RE1622	SCREW DRIVER HEX; ADJUST, ALIGN, REFURBISH
RE1622A	SCREW DRIVER HEX LEVEL 1; ADJUST, ALIGN, REFURBISH, REPLACE MINOR PARTS AND OR ADDITIONAL LABOR
RE1623	BLADE HOLDER; ADJUST, ALIGN, REFURBISH
RE1623A	BLADE HOLDER LEVEL 1; ADJUST, ALIGN, REFURBISH, REPLACE MINOR PARTS AND OR ADDITIONAL LABOR
RE1623B	BLADE HOLDER LEVEL 2; ADJUST, ALIGN, REFURBISH, REPLACE MAJOR PARTS AND OR ADDITIONAL LABOR
RE1624	BONE HOOK; ADJUST, ALIGN, REFURBISH
RE1624A	BONE HOOK LEVEL 1; ADJUST, ALIGN, REFURBISH, REPLACE MINOR PARTS AND OR ADDITIONAL LABOR
RE1625	BONE MILL; ADJUST, ALIGN, REFURBISH, SHARPEN
RE1625A	BONE MILL LEVEL 1; ADJUST, ALIGN, REFURBISH, SHARPEN, REPLACE MINOR PARTS AND OR ADDITIONAL LABOR
RE1625B	BONE MILL LEVEL 2; ADJUST, ALIGN, REFURBISH, SHARPEN, REPLACE MAJOR PARTS AND OR ADDITIONAL LABOR
RE1626	CEMENT GUN; ADJUST, ALIGN, REFURBISH
RE1626A	CEMENT GUN LEVEL 1; ADJUST, ALIGN, REFURBISH, REPLACE MINOR PARTS AND OR ADDITIONAL LABOR
RE1626B	CEMENT GUN LEVEL 2; ADJUST, ALIGN, REFURBISH, REPLACE MAJOR PARTS AND OR ADDITIONAL LABOR
RE1627	CHUCK / KEY; ADJUST, ALIGN, REFURBISH
RE1628	DRILL GUIDE; ADJUST, ALIGN, REFURBISH
RE1628A	DRILL GUIDE LEVEL 1; ADJUST, ALIGN, REFURBISH, REPLACE MINOR PARTS AND OR ADDITIONAL LABOR
RE1629	AMPUTATION SAW / KNIFE; ADJUST, ALIGN, REFURBISH, SHARPEN
RE1629A	AMPUTATION SAW / KNIFE LEVEL 1; ADJUST, ALIGN, REFURBISH, SHARPEN, REPLACE MINOR PARTS AND OR ADDITIONAL LABOR
RE1701	NEEDLE HOLDER NEW INSERT; ADJUST, ALIGN, REFURBISH
RE1701A	NEEDLE HOLDER NEW INSERT LVL 1; ADJUST, ALIGN, REFURBISH, GOLD PLATE, REPLACE INSERTS
RE1701B	NEEDLE HOLDER NEW INSERT LVL 2; ADJUST, ALIGN, REFURBISH, GOLD PLATE, REPLACE INSERTS, ADDITIONAL LABOR

RE1702	MICRO TUNSTEN CARBIDE; ADJUST, ALIGN, REFURBISH, REPLACE INSERTS, GOLD PLATE
RE1702A	MICRO TUNGSTEN CARBIDE, LVL 1; ADJUST, ALIGN, REFURBISH, REPLACE INSERTS, GOLD PLATE, MINOR PARTS, AND OR ADDITIONAL LABOR
RE1702B	MICRO TUNGSTEN CARBIDE, LVL 2; ADJUST, ALIGN, REFURBISH, REPLACE INSERTS, GOLD PLATE, MAJOR PARTS, AND OR ADDITIONAL LABOR
RE1702C	MICRO TUNGSTEN CARBIDE, LVL 3; ADJUST, ALIGN, REFURBISH, REPLACE INSERTS, MAJOR PARTS, ADDITIONAL LABOR
RE1703	NDL HLD-STD ; ADJUST, ALIGN, REFURBISH, FILE JAWS
RE1703A	NEEDLE HOLDER STANDARD TC WO INS LVL 1; ADJUST, ALIGN, REFURBISH, FILE JAWS, MINOR ADDITIONAL LABOR
RE1703B	NEEDLE HOLDER STANDARD TC WO INS LVL 2; ADJUST, ALIGN, REFURBISH, FILE JAWS, MAJOR ADDITIONAL LABOR
RE1704	NEEDLE HOLDER-MICRO ; ADJUST, ALIGN, REFURBISH, FILE JAWS
RE1704A	NEEDLE HOLDER-MICRO TC LVL 1; ADJUST, ALIGN, REFURBISH, FILE JAWS, MINOR PARTS, MINOR ADDITIONAL LABOR
RE1704B	NEEDLE HOLDER-MICRO TC LVL 2; ADJUST, ALIGN, REFURBISH, FILE JAWS, MINOR PARTS, MAJOR ADDITIONAL LABOR
RE1704C	NEEDLE HOLDER-MICRO TC LVL 3; ADJUST, ALIGN, REFURBISH, FILE JAWS, MAJOR PARTS, ADDITIONAL LABOR
RE1705	DIAMOND DUST NEEDLEHOLDER; ADJUST, ALIGN, REFURBISH, REAPPLICATION OF DIAMOND DUST
RE1705A	DIAMOND DUST NDLHLDR LVL 1; ADJUST, ALIGN, REFURBISH, REAPPLICATION OF DI-MEND DUST, MINOR PARTS
RE1705B	DIAMOND DUST NDLHLDR LVL 2; ADJUST, ALIGN, REFURBISH, REAPPLICATION OF DI-MEND DUST, MAJOR PARTS, ADDITIONAL LABOR
RE1705C	DIAMOND DUST NEEDLEHOLDER LVL 3; ADJUST, ALIGN, REFURBISH, REAPPLICATION OF DI-MEND DUST, MAJOR PARTS, ADDITIONAL LABOR
RE1706	DIAMOND DUST NEEDLEHOLDER TITANIUM; ADJUST, ALIGN, REFURBISH, REAPPLICATION OF DIAMOND DUST
RE1706A	DIAMOND DUST NEEDLEHOLDER TITANIUM LVL1; ADJUST, ALIGN, REFURBISH, REAPPLICATION OF DIAMOND DUST AND OR ADDITIONAL PARTS AND LABOR
RE1708	AESCULAP GASKET REPLACEMENT
RE1711	AESCULAP RETENTION PLATE
RE1716	AESCULAP GENERAL REPAIR
RE1799	MICRO FORCEP TIP REBUILD; ADJUST, ALIGN, REFURBISH, REBUILD TIPS
RE1799A	MICRO FORCEP TIP REBUILD LEVEL; ADJUST, ALIGN, REFURBISH, REBUILD TIPS, ADDITIONAL LABOR
RE1800	MIC TITANIUM FORCEPT TIP REBLD; ADJUST, ALIGN, REFURBISH, REBUILD TIPS
RE1800A	MIC TTNM FRCEP TIP REBLD LVL 1; ADJUST, ALIGN, REFURBISH, REBUILD TIPS, ADDITIONAL LABOR
RE1801	ADENOTOME ; ADJUST, ALIGN, REFURBISH, SHARPEN
RE1801A	ADENOTOME LEVEL 1; ADJUST, ALIGN, REFURBISH, SHARPEN, MINOR PARTS AND OR ADDITIONAL LABOR
RE1801B	ADENOTOME LEVEL 2; ADJUST, ALIGN, REFURBISH, SHARPEN, MAJOR ADDITIONAL LABOR
RE1805	BULLDOG FCPS; ADJUST, ALIGN, REFURBISH
RE1805A	BULLDOG FCPS LEVEL 1; ADJUST, ALIGN, REFURBISH, MINOR PARTS
RE1805B	BULLDOG FCPS LEVEL 2; ADJUST, ALIGN, REFURBISH, MINOR PARTS, AND OR ADDITIONAL LABOR
RE1806	CURETTE,SOUND,DILATR,ELEV; ADJUST, ALIGN, REFURBISH, SHARPEN
RE1806A	CURETTE,SOUND,DLTR,ELEV LVL 1; ADJUST, ALIGN, REFURBISH, SHARPEN, AND OR ADDITIONAL LABOR
RE1806B	CURETTE,SOUND,DLTR,ELEV LVL 2; ADJUST, ALIGN, REFURBISH, SHARPEN, AND MAJOR ADDITIONAL LABOR

RE1811	OB FCPS STAINLESS STEEL; ADJUST, ALIGN, REFURBISH
RE1816	TUBE SUCTION MISC; ADJUST, ALIGN, REFURBISH
RE1816A	TUBE SUCTION MISC LEVEL 1; ADJUST, ALIGN, REFURBISH, MINOR PARTS
RE1816B	TUBE SUCTION MISC LEVEL 2; ADJUST, ALIGN, REFURBISH, MINOR PARTS AND OR ADDITIONAL LABOR
RE1816C	TUBE SUCTION MISC LEVEL 3; ADJUST, ALIGN, REFURBISH, MAJOR PARTS AND OR ADDITIONAL LABOR
RE1818	SNARE TONSIL ; ADJUST, ALIGN, REFURBISH
RE1818A	SNARE TONSIL LEVEL 1; ADJUST, ALIGN, REFURBISH, MINOR PARTS AND OR ADDITIONAL LABOR
RE1818B	SNARE TONSIL LEVEL 4; ADJUST, ALIGN, REFURBISH, MAJOR PARTS, AND OR ADDITIONAL LABOR
RE1818C	SNARE TONSIL / RECTAL LEVEL 3; ADJUST, ALIGN, REFURBISH, MAJOR PARTS, ADDITIONAL LABOR
RE1818D	SNARE TONSIL / RECTAL LEVEL 4; ADJUST, ALIGN, REFURBISH, MAJOR PARTS, MAJOR ADDITIONAL LABOR
RE1820	MOUTH GAG; ADJUST, ALIGN, REFURBISH, REPLACE TUBING IF NECESSARY
RE1820A	MOUTH GAG LEVEL 1; ADJUST, ALIGN, REFURBISH, REPLACE TUBING IF NECESSARY, MINOR PART
RE1820B	MOUTH GAG LEVEL 2; ADJUST, ALIGN, REFURBISH, REPLACE TUBING IF NECESSARY, MINOR PART, ADDITIONAL LABOR
RE1820C	MOUTH GAG LEVEL 3; ADJUST, ALIGN, REFURBISH, REPLACE TUBING IF NECESSARY, MAJOR PART, ADDITIONAL LABOR
RE1820D	MOUTH GAG LEVEL 4; ADJUST, ALIGN, REFURBISH, REPLACE TUBING IF NECESSARY, MAJOR PART AND OR MAJOR ADDITIONAL LABOR
RE1821	WIRE CUTTER; ADJUST, ALIGN, REFURBISH, SHARPEN
RE1823	TENDON RETRIEVER; ADJUST, ALIGN, REFURBISH
RE1823A	TENDON RETRIEVER LEVEL 1; ADJUST, ALIGN, REFURBISH, MINOR PARTS
RE1826	BLACK SILICONE CARBIDE; BLACK SILICONE CARBIDE APPLICATION
RE1827	VALVULTOME KNIFE; ADJUST, ALIGN, REFURBISH, SHARPEN
RE1828	HEMORRHOID LIGATOR; ADJUST, ALIGN, REFURBISH
RE1828A	HEMORRHOID LIGATOR LEVEL 1; ADJUST, ALIGN, REFURBISH, MINOR PARTS AND OR ADDITIONAL LABOR
RE1828B	HEMORRHOID LIGATOR LEVEL 2; ADJUST, ALIGN, REFURBISH, MAJOR PARTS AND OR ADDITIONAL LABOR
RE1828C	HEMORRHOID LIGATOR LEVEL 3; ADJUST, ALIGN, REFURBISH, MAJOR PARTS, ADDITIONAL LABOR
RE1828D	HEMORRHOID LIGATOR LEVEL 4; ADJUST, ALIGN, REFURBISH, MAJOR PARTS, MAJOR ADDITIONAL LABOR
RE1829	HANDLE REPLACEMENT; REPLACEMENT OF STANDARD HANDLE
RE1829B	HANDLE REPLACEMENT LEVEL 2; REPLACEMENT OF STANDARD HANDLE, MAJOR ADDITIONAL LABOR
RE1830	CALIPERS; ADJUST, ALIGN, REFURBISH
RE1830A	CALIPERS LEVEL 1; ADJUST, ALIGN, REFURBISH, MINOR PARTS
RE1830B	CALIPERS LEVEL 2; ADJUST, ALIGN, REFURBISH, MAJOR PART AND OR ADDITIONAL LABOR
RE1830C	CALIPERS LEVEL 3; ADJUST, ALIGN, REFURBISH, MINOR PART, ADDITIONAL LABOR
RE1831	DEPTH GUAGE; ADJUST, ALIGN, REFURBISH
RE1831A	DEPTH GUAGE LEVEL 1; ADJUST, ALIGN, REFURBISH, MINOR PARTS AND OR ADDITIONAL LABOR
RE1831B	DEPTH GUAGE LEVEL 2; ADJUST, ALIGN, REFURBISH, MAJOR PARTS AND OR ADDITIONAL LABOR
RE1900	DRILL BITS; ADJUST, ALIGN, REFURBISH, SHARPEN

RE1900A	DRILL BITS LEVEL 1; ADJUST, ALIGN, REFURBISH, SHARPEN, AND OR MINOR ADDITIONAL LABOR
RE1900B	DRILL BITS LEVEL 2; ADJUST, ALIGN, REFURBISH, SHARPEN, MAJOR ADDITIONAL LABOR
RE1903	PINCUTTER - SHARPEN; ADJUST, ALIGN, REFURBISH, SHARPEN
RE1903A	PINCUTTER - SHARPEN LEVEL 1; ADJUST, ALIGN, REFURBISH, SHARPEN, MINOR PARTS AND OR ADDITIONAL LABOR
RE1903B	PINCUTTER - SHARPEN LEVEL 2; ADJUST, ALIGN, REFURBISH, SHARPEN, MAJOR PARTS, AND OR ADDITIONAL LABOR
RE1903C	PINCUTTER - SHARPEN LEVEL 3; ADJUST, ALIGN, REFURBISH, SHARPEN, MINOR PARTS, ADDITIONAL LABOR
RE1903D	PINCUTTER - SHARPEN LEVEL 4; ADJUST, ALIGN, REFURBISH, SHARPEN, MAJOR PARTS, ADDITIONAL LABOR
RE2000	LAP REPAIR; CLEAN INTERNALLY / RE-INSULATE SHAFT
RE2001	LAP REPAIR; CONTROL ROD
RE2002	LAP REPAIR; FROZEN CONTROL / REPAIR / CLEAN / RE-INSULATE / SHARPEN
RE2003	LAP REPAIR; FROZEN CONTROL ROD / REPAIR / CLEAN / RE-INSULATE
RE2004	LAP REPAIR; FROZEN CONTROL ROD / REPAIR / CLEAN
RE2005	LAP REPAIR; J&L-HOOKS, SPATULAS RE-INSULATE
RE2006	LAP REPAIR; NEW CONTROL ROD / RE-INSULATE SHAFT
RE2007	LAP REPAIR; NEW HANDLE / CLEAN / ALIGN
RE2008	LAP REPAIR; NEW HANDLE / RE-INSULATE SHAFT / SHARPEN
RE2009	LAP REPAIR; NEW HANDLE / RE-INSULATE SHAFT
RE2010	LAP REPAIR; NEW HINGES
RE2011	LAP REPAIR; NEW JAW PINS / RE-INSULATE HANDLE & SHAFT
RE2012	LAP REPAIR; NEW JAW PINS / RE-INSULATE SHAFT
RE2013	LAP REPAIR; NEW JAW PINS / SHARPEN / ALIGN / CLEAN
RE2014	LAP REPAIR; NEW JAW PINS
RE2015	LAP REPAIR; NEW JAWS / RE-INSULATE SHAFT
RE2016	LAP REPAIR; NEW JAWS
RE2017	LAP REPAIR; NEW SHAFT / RE-INSULATE
RE2018	LAP REPAIR; RE-INSULATE / SHARPEN
RE2019	LAP REPAIR; RE-INSULATE AESCULAP HANDLE, REPAIR, REPLACE PARTS AS NEEDED
RE2020	LAP REPAIR; RE-INSULATE ELECTRODES
RE2021	LAP REPAIR; RE-INSULATE HANDLE & SHAFT / SHARPEN
RE2022	LAP REPAIR; RE-INSULATE HANDLE & SHAFT WITH PARTS
RE2023	LAP REPAIR; RE-INSULATE HANDLE & SHAFT
RE2024	LAP REPAIR; RE-INSULATE HANDLE / SHARPEN / ALIGN / CLEAN
RE2025	LAP REPAIR; RE-INSULATE HANDLE
RE2026	LAP REPAIR; RE-INSULATE K.STORZ HANDLE, REPAIR, REPLACE PARTS AS NEEDED
RE2027	LAP REPAIR; RE-INSULATE SHAFT
RE2028	LAP REPAIR; REPAIR / CLEAN
RE2029	LAP REPAIR; RE-INSULATE SHAFT / ALIGN /ADJUST / REPAIR
RE2030	LAP REPAIR; SHARPEN / CLEAN / REPAIR
RE2031	LAP REPAIR; REPAIR CONTROL ROD / ALIGN / CLEAN
RE2032	LAP REPAIR; REPAIR CONTROL ROD / RE-INSULATE SHAFT / SHARPEN
RE2033	LAP REPAIR; REPAIR CONTROL ROD / RE-INSULATE SHAFT

RE2034	LAP REPAIR; REPAIR CONTROL ROD / SHARPEN / CLEAN
RE2035	LAP REPAIR; REPAIR WITH PARTS / CLEAN INTERNALLY / RE-INSULATE SHAFT / ALIGN
RE2036	LAP REPAIR; REPAIR WITH PARTS / CLEAN INTERNALLY
RE2037	LAP REPAIR; REPAIR WITH PARTS / CLEAN
RE2038	LAP REPAIR; REPAIR WITH PARTS / RE-INSULATE / SHARPEN
RE2039	LAP REPAIR; REPAIR WITH PARTS / RE-INSULATE SHAFT / ALIGN /ADJUST
RE2040	LAP REPAIR; REPAIR WITH PARTS / SHARPEN / CLEAN
RE2041	LAP REPAIR; SHARPEN / CLEAN
RE2042	LAP REPAIR; WELD REPAIR / ALIGN / CLEAN
RE2043	LAP REPAIR; WELD REPAIR / RE-INSULATE SHAFT / ALIGN / CLEAN
RE2044	LAP REPAIR; WELD REPAIR / RE-INSULATE SHAFT / SHARPEN / ALIGN / CLEAN
RE2045	LAP REPAIR; WELD REPAIR / SHARPEN / ALIGN / CLEAN
RE2047	LAP REPAIR; COMPLETE REBUILD
RE2048	LAP REPAIR; KARL STORZ SHAFT - REPLACE SHAFT, ALIGN, ADJUST, REFURBISH
RE2049	LAP REPAIR; KARL STORZ SHAFT - REPLACE SHAFT, REPLACE FLUSH PORT, ALIGN, ADJUST, REFURBISH
RE2050	LAP REPAIR; KARL STORZ SHAFT - RESET PROXIMAL END, REINSULATE, ALIGN, ADJUST, REFURBISH
RE2051	LAP REPAIR; NEW SHAFT
RE2052	LAP REPAIR; SNOWDEN PENCER COMPLETE REBUILD
RE2053	LAP REPAIR; SNOWDEN PENCER PLASTIC COMPLETE REBUILD
RE2054	LAP REPAIR; SNOWDEN PENCER PLASTIC HANDLE AND REPLACE SHAFT AND MAJOR PARTS
RE2055	LAP REPAIR; SNOWDEN PENCER PLASTIC HANDLE AND REPLACE SHAFT AND MINOR PARTS
RE2056	LAP REPAIR; SNOWDEN PENCER PLASTIC HANDLE AND REPLACE SHAFT
RE2057	LAP REPAIR; SNOWDEN PENCER PLASTIC HANDLE AND SHAFT
RE2058	LAP REPAIR; SNOWDEN PENCER PLASTIC HANDLE
RE2059	LAP REPAIR; SNOWDEN PENCER RE-INSULATE HANDLE AND REPLACE SHAFT AND MAJOR PARTS
RE2060	LAP REPAIR; SNOWDEN PENCER RE-INSULATE HANDLE AND REPLACE SHAFT AND MINOR PARTS
RE2061	LAP REPAIR; SNOWDEN PENCER RE-INSULATE HANDLE AND REPLACE SHAFT
RE2062	LAP REPAIR; SNOWDEN PENCER RE-INSULATE HANDLE AND SHAFT
RE2063	LAP REPAIR; SNOWDEN PENCER RE-INSULATE HANDLE
RE2064	LAP REPAIR; SNOWDEN PENCER STAINLESS COMPLETE REBUILD
RE2065	LAP REPAIR; SNOWDEN PENCER STAINLESS REFURBISH HANDLE AND REPLACE SHAFT AND MAJOR PARTS
RE2066	LAP REPAIR; SNOWDEN PENCER STAINLESS REFURBISH HANDLE AND REPLACE SHAFT AND MINOR PARTS
RE2067	LAP REPAIR; SNOWDEN PENCER STAINLESS REFURBISH HANDLE AND REPLACE SHAFT
RE2068	LAP REPAIR; SNOWDEN PENCER STAINLESS REFURBISH HANDLE
RE2069	LAP REPAIR; SNOWDEN PENCER STAINLESS RREFURBISH HANDLE AND SHAFT
RE2070	LAP TAKE-APART HANDLES: ALIGN, ADJUST, REFURBISH
RE2070A	LAP TAKE-APART HANDLES: ALIGN, ADJUST, REPAIR LOCK/ROTATOR ASSEMBLY, REFURBISHREFURBISH
RE2070B	LAP TAKE-APART HANDLES: ALIGN, ADJUST LOCK/ROTATOR ASSEMBLY WITH NEW PARTS, REFURBISH
RE2102	BRONCHOSCOPIC FCPS; ADJUST, ALIGN, REFURBISH

RE2102A	BRONCHOSCOPIC FCPS LEVEL 1; ADJUST, ALIGN, REFURBISH, MINOR PARTS AND OR ADDITIONAL LABOR
RE2102B	BRONCHOSCOPIC FCPS LEVEL 2; ADJUST, ALIGN, REFURBISH, MAJOR PARTS, ADDITIONAL LABOR
RE2102C	BRONCHOSCOPIC FCPS LEVEL 3; ADJUST, ALIGN, REFURBISH, MINOR PARTS, ADDITIONAL LABOR
RE2106	LEWY LARYNGOSCOPE HOLDER; ADJUST, ALIGN, REFURBISH
RE2106A	LEWY LARYNGOSCOPE HOLDER LEVEL 1; ADJUST, ALIGN, REFURBISH, MINOR PARTS AND OR ADDITIONAL LABOR
RE2106B	LEWY LARYNGOSCOPE HOLDER LEVEL 2; ADJUST, ALIGN, REFURBISH, MAJOR PARTS AND OR ADDITIONAL LABOR
RE2108	NASAL RASP - SINGLE; ADJUST, ALIGN, REFURBISH, GOLD PLATE
RE2108A	NASAL RASP - SINGLE LVL 1; ADJUST, ALIGN, REFURBISH, GOLD PLATE, REPLACE INSERT
RE2109	NASAL SEPTUM CUP / CUTTING FCPS; ADJUST, ALIGN, REFURBISH, SHARPEN
RE2109A	NASAL SEPTUM CUP / CUTTING FCPS LEVEL 1; ADJUST, ALIGN, REFURBISH, SHARPEN, MINOR PARTS AND OR ADDITIONAL LABOR
RE2109B	NASAL SEPTUM CUP / CUTTING FCPS LEVEL 2; ADJUST, ALIGN, REFURBISH, SHARPEN, MAJOR PARTS AND OR ADDITIONAL LABOR
RE2109C	NASAL SEPTUM CUP FCPS LEVEL 3;ADJUST, ALIGN, REFURBISH, SHARPEN, MAJOR PARTS, MAJOR ADDITIONAL LABOR
RE2110	NASAL SEPTUM CUTTING FCPS;ADJUST, ALIGN, REFURBISH, SHARPEN
RE2110A	NASAL SEPT CUTTING FCPS LVL 1;ADJUST, ALIGN, REFURBISH, SHARPEN, MINOR PARTS AND OR ADDITIONAL LABOR
RE2110B	NASAL SEPT CUTTING FCPS LVL 2; ADJUST, ALIGN, REFURBISH, SHARPEN, MINOR PARTS, ADDITIONAL LABOR
RE2110C	NASAL SEPT CUTTING FCPS LVL 3; ADJUST, ALIGN, REFURBISH, SHARPEN, MAJOR PARTS, MAJOR ADDITIONAL LABOR
RE2115	NASAL RASP - DOUBLE; ADJUST, ALIGN, REFURBISH, GOLD PLATE
RE2115A	NASAL RASP - DOUBLE LEVEL 1; ADJUST, ALIGN, REFURBISH, GOLD PLATE, REPLACE CARBIDE INSERTS
RE2201	EYE CALIPER; ADJUST, ALIGBN REFURBISH
RE2201A	EYE CALIPER LELVE 1; ADJUST, ALIGN, REFURBISH, MINOR PARTS AND OR ADDITIONAL LABOR
RE2203	MICRO HOOKS; ADJUST, ALIGN, REFURBISH
RE2203A	MICRO HOOKS LEVEL 1; ADJUST, ALIGN, REFURBISH, ADDITIONAL LABOR
RE2205	MICRO KNIVES; ADJUST, ALIGN, REFURBISH, SHARPEN
RE2205A	MICRO KNIVES LEVEL 1; ADJUST, ALIGN, REFURBISH, SHARPEN, ADDITIONAL LABOR
RE2206	MICRO HOOKS / PICKS / PROBES; ADJUST, ALIGN, REFURBISH
RE2206A	MICRO HOOKS / PICKS/ PROBES LEVEL 1; ADJUST, ALIGN, REFURBISH, ADDITIONAL LABOR
RE2206B	MICRO HOOKS / PICKS/ PROBES LEVEL 2; ADJUST, ALIGN, REFURBISH, MAJOR ADDITIONAL LABOR
RE2207	MICRO SUCTION TUBES; ADJUST, ALIGN, REFURBISH
RE2207A	MICRO SUCTION TUBES LEVEL 1; ADJUST, ALIGN, REFURBISH, MINOR PARTS
RE2207B	MICRO SUCTION TUBES LEVEL 2; ADJUST, ALIGN, REFURBISH, MAJOR PARTS
RE2207C	MICRO SUCTION TUBES LEVEL 3; ADJUST, ALIGN, REFURBISH, MAJOR PARTS, ADDITIONAL LABOR
RE2207D	MICRO SUCTION TUBES LEVEL 4; ADJUST, ALIGN, REFURBISH, MAJOR PARTS, MAJOR ADDITIONAL LABOR
RE2208	PROBES; ADJUST, ALIGN, REFURBISH
RE2208A	PROBES LEVEL 1; ADJUST, ALIGN, REFURBISH, MINOR ADDITIONAL LABOR
RE2208B	PROBES LEVEL 2; ADJUST, ALIGN, REFURBISH, MAJOR ADDITIONAL LABOR

RE2209	DERMATOME; ADJUST, ALIGN, REFURBISH
RE2209A	DERMATOME LEVEL 1; ADJUST, ALIGN, REFURBISH, MINOR PARTS
RE2209B	DERMATOME LEVEL 2; ADJUST, ALIGN, REFURBISH, MINOR PARTS AND OR ADDITIONAL LABOR
RE2210	LENS HOLDER; ADJUST, ALIGN, REFURBISH
RE2210A	LENS HOLDER LEVEL 1; ADJUST, ALIGN, REFURBISH, MINOR PARTS AND OR ADDITIONAL LABOR
RE2211	EYE MARKER; ADJUST, ALIGN, REFURBISH
RE2211A	EYE MARKER LEVEL 1; ADJUST, ALIGN, REFURBISH, ADDITIONAL LABOR
RE2212	CIRCUMCISION CLAMP; ADJUST, ALIGN, REFURBISH
RE2213	FLEXIBLE GRASPER; ADJUST, ALIGN, REFURBISH
RE2213A	FLEXIBLE GRASPER LEVEL 1; ADJUST, ALIGN, REFURBISH, MINOR PARTS AND OR ADDITIONAL LABOR
RE2213B	FLEXIBLE GRASPER LEVEL 2; ADJUST, ALIGN, REFURBISH, MAJOR PARTS AND OR MAJOR ADDITIONAL LABOR
RE2213C	FLEXIBLE GRASPER LEVEL 3; ADJUST, ALIGN, REFURBISH, SUB ASSEMBLY STYLE 1
RE2213D	FLEXIBLE GRASPER LEVEL 4; ADJUST, ALIGN, REFURBISH, SUB ASSEMBLY STYLE 2
RE2213E	FLEXIBLE GRASPER LEVEL 5; ADJUST, ALIGN, REFURBISH, SUB ASSEMBLY STYLE 1
RE2213F	FLEXIBLE GRASPER LEVEL 6; ADJUST, ALIGN, REFURBISH, SUB ASSEMBLY STYLE 2
RE2213G	FLEXIBLE GRASPER LEVEL 7; ADJUST, ALIGN, REFURBISH, SUB ASSEMBLY STYLE 3
RE2213H	FLEXIBLE GRASPER LEVEL 8; ADJUST, ALIGN, REFURBISH, SUB ASSEMBLY STYLE 4
RE2213J	FLEXIBLE GRASPER LEVEL 9; ADJUST, ALIGN, REFURBISH, SUB ASSEMBLY STYLE 5
RE2214	FLEXIBLE SCISSOR; ADJUST, ALIGN, REFURBISH, SHARPEN
RE2214A	FLEXIBLE SCISSOR LEVEL 1; ADJUST, ALIGN, REFURBISH, SHARPEN, MINOR PARTS, ADDITIONAL LABOR
RE2214B	FLEXIBLE SCISSOR LEVEL 2; ADJUST, ALIGN, REFURBISH, SHARPEN, MAJOR PARTS AND OR ADDITIONAL LABOR
RE2214C	FLEXIBLE SCISSOR LEVEL 3; ADJUST, ALIGN, REFURBISH, SHARPEN, SUB ASSEMBLY STYLE 1
RE2214D	FLEXIBLE SCISSOR LEVEL 4; ADJUST, ALIGN, REFURBISH, SHARPEN, SUB ASSEMBLY STYLE 2
RE2214F	FLEXIBLE SCISSOR LEVEL 6; ADJUST, ALIGN, REFURBISH, SHARPEN, SUB ASSEMBLY STYLE 2
RE2214G	FLEXIBLE SCISSOR LEVEL 7; ADJUST, ALIGN, REFURBISH, SHARPEN, SUB ASSEMBLY STYLE 3
RE2215	OPTICAL GRASPER; ADJUST, ALIGN, REFURBISH
RE2215A	OPTICAL GRASPER LEVEL 1; ADJUST, ALIGN, REFURBISH, MINOR PARTS AND OR ADDITIONAL LABOR
RE2215B	OPTICAL GRASPER LEVEL 2; ADJUST, ALIGN, REFURBISH, MAJOR PARTS AND OR MAJOR ADDITIONAL LABOR
RE2215C	OPTICAL GRASPER LEVEL 3; ADJUST, ALIGN, REFURBISH, SUB ASSEMBLY STYLE 1
RE2215D	OPTICAL GRASPER LEVEL 4; ADJUST, ALIGN, REFURBISH, SUB ASSEMBLY STYLE 3
RE2215E	OPTICAL GRASPER LEVEL 5; ADJUST, ALIGN, REFURBISH, SUB ASSEMBLY STYLE 1
RE2216	SEMI-RIGID GRASPER; ADJUST, ALIGN, REFURBISH
RE2216A	SEMI-RIGID GRASPER LEVEL 1; ADJUST, ALIGN, REFURBISH, MINOR PARTS AND OR ADDITIONAL LABOR
RE2216B	SEMI-RIGID GRASPER LEVEL 2; ADJUST, ALIGN, REFURBISH, MAJOR PARTS, AND OR ADDITIONAL LABOR
RE2216C	SEMI-RIGID GRASPER LEVEL 3; ADJUST, ALIGN, REFURBISH, SUB ASSEMBLY STYLE 1
RE2216D	SEMI-RIGID GRASPER LEVEL 4; ADJUST, ALIGN, REFURBISH, SUB ASSEMBLY STYLE 2

RE2216E	SEMI-RIGID GRASPER LEVEL 5; ADJUST, ALIGN, REFURBISH, SUB ASSEMBLY STYLE 1
RE2216F	SEMI-RIGID GRASPER LEVEL 6; ADJUST, ALIGN, REFURBISH, SUB ASSEMBLY STYLE 2
RE2216G	SEMI-RIGID GRASPER LEVEL 7; ADJUST, ALIGN, REFURBISH, SUB ASSEMBLY STYLE 3
RE2217	SEMI-RIGID SCISSOR; ADJUST, ALIGN, REFURBISH, SHARPEN
RE2217A	SEMI-RIGID SCISSOR LEVEL 1; ADJUST, ALIGN, REFURBISH, SHARPEN, MINOR PARTS AND OR ADDITIONAL LABOR
RE2217B	SEMI-RIGID SCISSOR LEVEL 2; ADJUST, ALIGN, REFURBISH, SHARPEN, MAJOR PARTS AND OR ADDITIONAL LABOR
RE2217C	SEMI-RIGID SCISSOR LEVEL 3; ADJUST, ALIGN, REFURBISH, SHARPEN, SUB ASSEMBLY STYLE 1
RE2217D	SEMI-RIGID SCISSOR LEVEL 4; ADJUST, ALIGN, REFURBISH, SHARPEN, SUB ASSEMBLY STYLE 2
RE2217F	SEMI-RIGID SCISSOR LEVEL 6; ADJUST, ALIGN, REFURBISH, SHARPEN, SUB ASSEMBLY STYLE 2
RE2219	SKIN MESHER ; ADJUST, ALIGN, REFURBISH
RE2219A	SKIN MESHER LEVEL 1; ADJUST, ALIGN, REFURBISH, SHARPEN
RE2219B	SKIN MESHER LEVEL 2; ADJUST, ALIGN, REFURBISH, SHARPEN, MINOR PARTS AND OR ADDITIONAL LABOR
RE2219C	SKIN MESHER LEVEL 3; ADJUST, ALIGN, REFURBISH, SHARPEN, MINOR PARTS AND OR ADDITIONAL LABOR
RE2219D	SKIN MESHER LEVEL 4; ADJUST, ALIGN, REFURBISH, SHARPEN, MINOR PARTS AND OR ADDITIONAL LABOR
RE2220	SKIN MESHER HANDLE; ADJUST, ALIGN, REFURBISH
RE2220A	SKIN MESHER HANDLE LEVEL 1; ADJUST, ALIGN, REFURBISH
RE2221	ACRORN TIP; ADJUST, ALIGN, REFURBISH
RE2221A	ACRORN TIP LEVEL 1; ADJUST, ALIGN, REFURBISH, MINOR PARTS AND OR ADDITIONAL LABOR
RE2302	CYSTO / ADENOID BIOPSY PUNCH; ADJUST, ALIGN, REFURBISH, SHARPEN
RE2302A	CYSTO / ADENOID BIOPSY PUNCH LEVEL 1; ADJUST, ALIGN, REFURBISH, SHAPREN, MINOR PARTS AND OR ADDITIONAL LABOR
RE2302B	CYSTO / ADENOID BIOPSY PUNCH LEVEL 2; ADJUST, ALIGN, REFURBISH, SHAPREN, MAJOR PARTS AND OR ADDITIONAL LABOR
RE2304	KOLLMAN URETHROTOME; ADJUST, ALIGN, REFURBISH
RE2304A	KOLLMAN URETHROTOME - LEVEL 1; ADJUST, ALIGN, REFURBISH, MINOR PARTS AND OR ADDITIONAL LABOR
RE2304B	KOLLMAN URETHROTOME - LEVEL 2; ADJUST, ALIGN, REFURBISH, MAJOR PARTS AND OR ADDITIONAL LABOR
RE2307	OBTURATOR; ADJUST, ALIGN, REFURBISH
RE2307A	OBTURATOR LEVEL 1; ADJUST, ALIGN, REFURBISH, MINOR PARTS AND OR ADDITIONAL LABOR
RE2307B	OBTURATOR LEVEL 2; ADJUST, ALIGN, REFURBISH, MAJOR PARTS AND OR ADDITIONAL LABOR
RE2307C	OBTURATOR LEVEL 3; ADJUST, ALIGN, REFURBISH, MAJOR PARTS AND OR MAJOR ADDITIONAL LABOR
RE2307D	OBTURATOR LEVEL 4; ADJUST, ALIGN, REFURBISH, MAJOR PARTS, MAJOR ADDITIONAL LABOR
RE2308	WORKING ELEMENT; ADJUST, ALIGN, REFURBISH
RE2308A	WORKING ELEMENT LEVEL 1; ADJUST, ALIGN, REFURBISH, MINOR PARTS AND OR ADDITIONAL LABOR
RE2308B	WORKING ELEMENT LEVEL 2; ADJUST, ALIGN, REFURBISH, MAJOR PARTS AND OR ADDITIONAL LABOR
RE2308C	WORKING ELEMENT LEVEL 3; ADJUST, ALIGN, REFURBISH, MAJOR PARTS AND OR MAJOR ADDITIONAL LABOR

RE2308D	WORKING ELEMENT LEVEL 4; ADJUST, ALIGN, REFURBISH, MAJOR PARTS, ADDITIONAL LABOR
RE2308E	WORKING ELEMENT LEVEL 5; ADJUST, ALIGN, REFURBISH, MAJOR PARTS, MAJOR ADDITIONAL LABOR
RE2404	UTERINE MANIPULATOR; ADJUST, ALIGN, REFURBISH, REPLACE O-RINGS
RE2404A	UTERINE MANIPULATOR LEVEL 1; ADJUST, ALIGN, REFURBISH, MINOR PARTS AND OR ADDITIONAL LABOR
RE2501	FALOPE RING APPLICATOR; ADJUST, ALIGN, REFURBISH
RE2501A	FALOPE RING APPLICATOR LEVEL 1; ADJUST, ALIGN, REFURBISH, MINOR PARTS AND OR ADDITIONAL LABOR
RE2501B	FALOPE RING APPLICATOR LEVEL 2; ADJUST, ALIGN, REFURBISH, MAJOR PARTS AND OR ADDITIONAL LABOR
RE2502	GOODELL DILATOR; ADJUST, ALIGN, REFURBISH
RE2502A	GOODELL DILATOR LEVEL 1; ADJUST, ALIGN, REFURBISH, MINOR PARTS AND OR ADDITIONAL LABOR
RE2505	KAHN UTERINE CANNULA; ADJUST, ALIGN, REFURBISH
RE2505A	KAHN UTERINE CANNULA LEVEL 1; ADJUST, ALIGN, REFURBISH, MINOR PARTS AND OR ADDITIONAL LABOR
RE2505B	KAHN UTERINE CANNULA LEVEL 2; ADJUST, ALIGN, REFURBISH, MAJOR PARTS AND OR ADDITIONAL LABOR
RE2505C	KAHN UTERINE CANNULA LEVEL 3; ADJUST, ALIGN, REFURBISH, MAJOR PARTS AND OR ADDITIONAL LABOR
RE2505D	KAHN UTERINE CANNULA LEVEL 4; ADJUST, ALIGN, REFURBISH, MAJOR PARTS, ADDITIONAL LABOR
RE2505E	KAHN UTERINE CANNULA LEVEL 5; ADJUST, ALIGN, REFURBISH, EXTENSIVE PARTS, EXTENSIVE LABOR
RE2508	VERRES / ASPIRATION / BIOPSY NEEDLE; ADJUST, ALIGN, REFURBISH, SHARPEN
RE2508A	VERRES / ASPIRATION / BIOPSY NEEDLE LEVEL 1; ADJUST, ALIGN, REFURBISH, SHARPEN, MINOR PARTS AND OR ADDITIONAL LABOR
RE2508B	VERRES / ASPIRATION / BIOPSY NEEDLE LEVEL 2; ADJUST, ALIGN, REFURBISH, SHARPEN, MAJOR PARTS AND OR ADDITIONAL LABOR
RE2508C	VERRES / ASPIRATION / BIOPSY NEEDLE LEVEL 3; ADJUST, ALIGN, REFURBISH, SHARPEN, MAJOR PARTS AND OR ADDITIONAL LABOR
RE2509	KLEPPINGER - GRASPER ONLY; ADJUST, ALIGN, REFURBISH
RE2509A	KLEPPINGER - GRSPR ONLY LEVEL 1; ADJUST, ALIGN, REFURBISH, MINOR PARTS AND OR ADDITIONAL LABOR
RE2509B	KLEPPINGER - GRSPR ONLY LEVEL 2; ADJUST, ALIGN, REFURBISH, MAJOR PARTS AND OR ADDITIONAL LABOR
RE2509C	KLEPPINGER - GRSPR ONLY LVL 3; ADJUST, ALIGN, REFURBISH, MAJOR PARTS AND OR ADDITIONAL LABOR
RE2509D	KLEPPINGER - GRSPR ONLY LVL 4; ADJUST, ALIGN, REFURBISH, MAJOR PARTS, ADDITIONAL LABOR
RE2510	CERVICAL PUNCH; ADJUST, ALIGN, REFURBISH, SHARPEN
RE2510A	CERVICAL PUNCH LEVEL 1; ADJUST, ALIGN, REFURBISH, SHARPEN, ADDITIONAL PARTS AND OR ADDITIONAL LABOR
RE2511	SHEATH - TIP REPLACEMENT; ADJUST, ALIGN, REFURBISH, REMOVE DENTS, REPLACE FIBER TIP
RE2511A	SHEATH - TIP REPLACEMENT; ADJUST, ALIGN, REFURBISH, REMOVE DENTS, REPLACE CERAMIC TIP STYLE 1
RE2511B	SHEATH - TIP REPLACEMENT; ADJUST, ALIGN, REFURBISH, REMOVE DENTS, REPLACE CERAMIC TIP STYLE 2
RE2511C	CANNULA - TIP RPLCMENT LVL 3; ADJUST, ALIGN, REFURBISH, REPLACE CERAMIC TIP STYLE 3
RE2511D	CANNULA - TIP RPLCMENT LVL 4; ADJUST, ALIGN, REFURBISH, REPLACE CERAMIC TIP STYLE 4

RE2511E	CANNULA - TIP RPLCMENT LVL 5; ADJUST, ALIGN, REFURBISH, REPLACE CERAMIC TIP STYLE 5
RE2511F	SHEATH - TIP REPLACEMENT 6; ADJUST, ALIGN, REFURBISH, REMOVE DENTS, REPLACE CERAMIC TIP STYLE 6
RE2511G	CANNULA - TIP RPLCMENT LVL 7; ADJUST, ALIGN, REFURBISH, REPLACE CERAMIC TIP STYLE 7
RE2512	SHEATH ; ADJUST, ALIGN, REFURBISH
RE2512A	SHEATH- LEVEL 1; ADJUST, ALIGN, REFURBISH, REMOVE DENTS
RE2512B	SHEATH- LEVEL 2; ADJUST, ALIGN, REFURBISH, REMOVE DENTS, MINOR PARTS
RE2514	CANNULA- LIPO SUCTION ; ADJUST, ALIGN, REFURBISH, REMOVE DENTS
RE2514A	CANNULA- LIPO SUCTION LEVEL 1; ADJUST, ALIGN, REFURBISH, REMOVE DENTS, MINOR PARTS AND OR ADDITIONAL LABOR
RE2608	DEMAGNETIZING ONLY; DEMAGNETIZE INSTRUMENT
RE2609	HAND HELD DRILLS; ADJUST, ALIGN, REFURBISH
RE2609A	HAND HELD DRILLS LEVEL 1; ADJUST, ALIGN, REFURBISH, MINOR PARTS AND OR ADDITIONAL LABOR
RE2609B	HAND HELD DRILLS LEVEL 2; ADJUST, ALIGN, REFURBISH, MAJOR PARTS,AND OR ADDITIONAL LABOR
RE2609C	HAND HELD DRILLS LEVEL 3; ADJUST, ALIGN, REFURBISH, MINOR PARTS, MINOR ADDITIONAL LABOR
RE2609D	HAND HELD DRILLS LEVEL 4; ADJUST, ALIGN, REFURBISH, MAJOR PARTS AND OR ADDITIONAL LABOR
RE2609E	HAND HELD DRILLS LEVEL 5; ADJUST, ALIGN, REFURBISH, MAJOR PARTS, ADDITIONAL LABOR
RE2610	KNIFE HANDLE; ADJUST, ALIGN, REFURBISH
RE2610A	KNIFE HANDLE LEVEL 1; ADJUST, ALIGN, REFURBISH, MINOR PARTS AND OR ADDITIONAL LABOR
RE2610B	KNIFE HANDLE LEVEL 2; ADJUST, ALIGN, REFURBISH, MAJOR PARTS AND OR ADDITIONAL LABOR
RE2611	IMPACTOR; ADJUST, ALIGN, REFURBISH
RE2612	MALLET ; ADJUST, ALIGN, REFURBISH,
RE2612A	MALLET LEVEL 1; ADJUST, ALIGN, REFURBISH, ADDITIONAL LABOR
RE2612B	MALLET LEVEL 2; ADJUST, ALIGN, REFURBISH, MINOR PARTS AND OR ADDITIONAL LABOR
RE2612C	MALLET LEVEL 3; ADJUST, ALIGN, REFURBISH, MAJOR PARTS AND OR ADDITIONAL LABOR
RE2612D	MALLET / TAMP LEVEL 4; ADJUST, ALIGN, REFURBISH, REPLACE ONE HEAD AND HANDLE, MINOR ADDITIONAL LABOR
RE2613	NAIL CLIPPERS/NIPPERS; ADJUST, ALIGN, REFURBISH, SHARPEN
RE2613A	NAIL CLIPPERS/NIPPERS LEVEL 1; ADJUST, ALIGN, REFURBISH, SHARPEN, MINOR PARTS AND OR ADDITIONAL LABOR
RE2613B	NAIL CLIPPERS/NIPPERS LEVEL 2; ADJUST, ALIGN, REFURBISH, SHARPEN, MINOR PARTS, ADDITIONAL LABOR
RE2613C	NAIL CLIPPERS/NIPPERS LEVEL 3; ADJUST, ALIGN, REFURBISH, SHARPEN, MAJOR PARTS, ADDITIONAL LABOR
RE2614	IMPACTOR / TAMP; ADJUST, ALIGN, REFURBISH
RE2614A	IMPACTOR / TAMP LEVEL 1; ADJUST, ALIGN, REFURBISH, MINOR PARTS AND OR ADDITIONAL LABOR
RE2614B	IMPACTOR / TAMP LEVEL 2; ADJUST, ALIGN, REFURBISH, MAJOR PARTS AND OR ADDITIONAL LABOR
RE2615	SCOPES- SIGMOID; ADJUST, ALIGN, REFURBISH
RE2615A	SCOPES- SIGMOID LEVEL 1; ADJUST, ALIGN, REFURBISH, MINOR PARTS AND OR ADDITIONAL LABOR

RE2615B	SCOPES- SIGMOID LEVEL 2; ADJUST, ALIGN, REFURBISH, MAJOR PARTS AND OR ADDITIONAL LABOR
RE2617A	SCOPE HOLDER LEVEL 1; ADJUST, ALIGN, REFURBISH, MINOR PARTS AND OR ADDITIONAL LABOR
RE2619A	LIGHT CARRIER LEVEL 1; ADJUST, ALIGN, REFURBISH, POLISH FIBERS, MINOR PARTS AND OR ADDITIONAL LABOR
RE2620	LARYNGOSCOPE HANDLE / BLADE; ADJUST, ALIGN, REFURBISH
RE2620A	LARYNGOSCOPE HANDLE / BLADE LEVEL 1; ADJUST, ALIGN, REFURBISH, MINOR PARTS AND OR ADDITIONAL LABOR
RE2620B	LARYNGOSCOPE HANDLE / BLADE LEVEL 2; ADJUST, ALIGN, REFURBISH, MAJOR PARTS AND OR ADDITIONAL LABOR
RE7000	CONTAINER - GASKET, MINI; GASKET REPLACEMENT OF CONTAINER
RE7022	CONTAINER - BURR REMOVAL; REMOVAL OF ALL BURRS ON CONTAINER
RE7032	WIRE RACK / BASKET / TRAY; ADJUST, ALIGN, REFURBISH
RE7032A	WIRE RACK / BASKET / TRAY LEVEL 1; ADJUST, ALIGN, REFURBISH, MINOR PARTS AND OR ADDITIONAL LABOR
RE7032B	WIRE RACK / BASKET / TRAY LEVEL 2; ADJUST, ALIGN, REFURBISH, MAJOR PARTS AND OR ADDITIONAL LABOR
RE7034	STAINLESS STEEL CUP / PITCHER; ADJUST, ALIGN, REFURBISH
RE7034A	STAINLESS STEEL CUP / PITCHER LEVEL 1; ADJUST, ALIGN, REFURBISH, MINOR PARTS AND OR ADDITIONAL LABOR
RE7035	STRINGER; ADJUST, ALIGN, REFURBISH
RE7035A	STRINGER LEVEL 1; ADJUST, ALIGN, REFURBISH, MINOR PARTS AND OR ADDITIONAL LABOR
RE7035B	STRINGER LEVEL 2; ADJUST, ALIGN, REFURBISH, MAJOR PARTS AND OR ADDITIONAL LABOR
RE7036	CONTAINER / LID; ADJUST, ALIGN, REFURBISH
RE7037	CONTAINER / LID LEVEL 1; ADJUST, ALIGN, REFURBISH, REMOVE DENTS AND BURRS
RE8005	CHROME PLATING; CHROME PLATING FINISH APPLICATION
RE8005A	CHROME PLATING LEVEL 1; CHROME PLATING FINISH APPLICATION ON AN EXTRA LARGE INST
RE8006	GOLD PLATING; GOLD PLATING FINISH APPLICATION
RE8007	BLACK CHROME FINISH; BLACK CHROME FINISH APPLICATION
RE8007A	BLACK CHROME FINISH LEVEL 1; BLACK CHROME FINISH APPLICATION ON AN EXTRA LARGE INST
RE8008	BLACK CHROME WEIGHTED VAG; BLACK CHROME FINISH APPLICATION
RE8009	ETCHING; APPLICATION
RE8010	COLOR CODE; COLOR CODE APPLICATION OF ONE COLOR
RE8010A	COLOR CODE DOUBLE DIP; COLOR CODE APPLICATION OF ONE COLOR DOUBLE DIP
RE8018A	LAP CHOLE GRASP REPAIR LEVEL 1; ADJUST, ALIGN, REFURBISH, SHARPEN IF NEEDED
RE8018B	LAP CHOLE GRASP REPAIR LEVEL 2; ADJUST, ALIGN, REINSULATE SHAFT, AND OR MINOR PART IF NEEDED OR ADDITIONAL LABOR
RE8018C	LAP CHOLE GRASP REPAIR LEVEL 3; ADJUST, ALIGN, REINSULATE SHAFT AND OR HANDLE, AND OR MINOR PART IF NEEDED OR ADDITIONAL LABOR
RE8018D	LAP CHOLE GRASP REPAIR LEVEL 4; ADJUST, ALIGN, REINSULATE SHAFT AND HANDLE, AND OR MINOR PART IF NEEDED OR ADDITIONAL LABOR
RE8018E	LAP CHOLE GRASP REPAIR LEVEL 5; ADJUST, ALIGN, REINSULATE SHAFT AND HANDLE, AND OR MINOR PART IF NEEDED OR MINOR ADDITIONAL LABOR
RE8018E1	LAP CHOLE GRP REPAIR LEVEL 5-1; ADJUST, ALIGN, REINSULATE SHAFT AND HANDLE, AND MINOR PART IF NEEDED OR MAJOR ADDITIONAL LABOR
RE8018F	LAP CHOLE GRASP REPAIR LEVEL 6; ADJUST, ALIGN, REINSULATE SHAFT AND HANDLE, AND OR MAJOR PART IF NEEDED OR MINOR ADDITIONAL LABOR

RE8018F1	LAP CHOLE GRP REPAIR LEVEL 6-1; ADJUST, ALIGN, REINSULATE SHAFT AND HANDLE, AND OR MAJOR SPECIALIZED PARTS IF NEEDED OR MINOR ADDITIONAL LABOR
RE8018G	LAP CHOLE GRASP REPAIR LEVEL 7; ADJUST, ALIGN, REINSULATE SHAFT AND HANDLE, AND OR MAJOR PART IF NEEDED OR MAJOR ADDITIONAL LABOR
RE8018G1	LAP CHOLE GRP REPAIR LEVEL 7-1; ADJUST, ALIGN, REINSULATE SHAFT AND HANDLE, AND OR MAJOR SPECIALIZED PARTS IF NEEDED OR MAJOR ADDITIONAL LABOR
RE8018H	LAP CHOLE GRASP REPAIR LEVEL 8; ADJUST, ALIGN, REINSULATE SHAFT AND HANDLE, AND OR SPECIALIZED PARTS LEVEL 1 IF NEEDED OR MAJOR ADDITIONAL LABOR
RE8018I	LAP CHOLE GRASP REPAIR LEVEL 9; ADJUST, ALIGN, REINSULATE SHAFT AND HANDLE, AND OR SPECIALIZED PARTS LEVEL 2 IF NEEDED OR MAJOR ADDITIONAL LABOR
RE8018J	LAP CHOLE GRASP REPAIR LEVEL 10; ADJUST, ALIGN, REINSULATE SHAFT AND HANDLE, AND OR SPECIALIZED PARTS LEVEL 3 IF NEEDED OR MAJOR ADDITIONAL LABOR
RE8019	TROCAR REPAIR; ADJUST, ALIGN, REFURBISH, SHARPEN
RE8019A	TROCAR REPAIR LEVEL 1; ADJUST, ALIGN, REFURBISH, SHARPEN, MINOR PARTS AND OR ADDITIONAL LABOR
RE8019B	TROCAR REPAIR LEVEL 2; ADJUST, ALIGN, REFURBISH, SHARPEN, AND MINOR ADDITIONAL LABOR
RE8021B	KNEE POSITIONER / LEG HOLDER; ADJUST, ALIGN, REFURBISH, MAJOR PART AND OR ADDITIONAL LABOR
RE8021C	KNEE POSITIONER / LEG HOLDER; ADJUST, ALIGN, REFURBISH, EXTENSIVE PART AND OR ADDITIONAL LABOR
RE8022	LAP. CHOLY. DETACHABLE SCISSOR; ADJUST, ALIGN, REFURBISH, SHARPEN
RE8023	TRAPDOOR; ADJUST, ALIGN, REFURBISH
RE8023A	TRAPDOOR LEVEL 1; ADJUST, ALIGN, REFUBISH, MINOR PARTS AND OR MINOR ADDITIONAL LABOR
RE8023B	TRAPDOOR LEVEL 2; ADJUST, ALIGN, REFUBISH, MAJOR PARTS AND OR ADDITIONAL LABOR
RE8023C	TRAPDOOR LEVEL 3; ADJUST, ALIGN, REFUBISH, MAJOR PARTS AND OR MINOR ADDITIONAL LABOR
RE8023D	TRAPDOOR LEVEL 4; ADJUST, ALIGN, REFUBISH, MAJOR PARTS AND ADDITIONAL LABOR
RE8024	CANNULA - BRIDGE; ADJUST, ALIGN, REFURBISH
RE8024A	CANNULA - BRIDGE LEVEL 1; ADJUST, ALIGN, REFUBISH, MINOR PARTS AND OR MINOR ADDITIONAL LABOR
RE8024B	CANNULA - BRIDGE LEVEL 2; ADJUST, ALIGN, REFUBISH, MINOR PARTS AND MINOR ADDITIONAL LABOR
RE8024D	CANNULA - BRIDGE LEVEL 4; ADJUST, ALIGN, REFUBISH, MAJOR PARTS AND ADDITIONAL LABOR
RE8024E	CANNULA - BRIDGE LEVEL 5; ADJUST, ALIGN, REFUBISH, MAJOR PARTS AND MAJOR ADDITIONAL LABOR
RE8026	INSULATE DEFIB PADDLE; ADJUST, ALIGN, REINSULATE
RE8027	INSULATE TISSUE FORCEP; ADJUST, ALIGN, REINSULATE
RE8028A	BOVIE CORD LEVEL 1; BOVIE CORD REPAIR
RE8029	KLEPPINGER FORCEP; REBUILD; ADJUST, ALIGN, REFURBISH, COMPLETE REBUILD
RE8030	BIPOLAR FORCEP W/ INSULATION W/ CORD; ADJUST, ALIGN, REFURBISH, REPOT, REINSULATE
RE8030A	BIPOLAR FORCEP W/ INSULATION W/ CORD LEVEL 1; ADJUST, ALIGN, REFURBISH, REPOT, REINSULATE, REPLACE CORD
RE8031	REPOT BIPOLAR; ADJUST, ALIGN, REFURBISH, REPOT
RE8031A	BIPOLAR LEVEL 1; ADJUST, ALIGN, REFURBISH, REPOT, MINOR PARTS AND OR MINOR ADDITIONAL LABOR

RE8032	BIPOLAR FORCEP W/ INSULATION; ADJUST, ALIGN, REFURBISH, REPOT, REINSULATE
RE8032A	REPOT BPLR FORCEP INSU LVL 1; ADJUST, ALIGN, REFURBISH, REPOT, REINSULATE, MINOR PARTS AND OR MINOR ADDITIONAL LABOR
RE8033	REPOT STAINLESS STEEL FORCEP; ADJUST, ALIGN, REFURBISH, REPOT
RE8033A	REPOT STNLSS STL FRCP W LVL 1; ADJUST, ALIGN, REFURBISH, REPOT, MINOR PARTS AND OR MINOR ADDITIONAL LABOR
RE8034	REPOT TITANIUM FORCEP WITH SUCTION; ADJUST, ALIGN, REFURBISH, REPOT
RE8034A	REPOT TTNM FORCEP W SUC LVL 1; ADJUST, ALIGN, REFURBISH, REPOT, MINOR PARTS AND OR MINOR ADDITIONAL LABOR
RE8035	REPOT S.S / TITANIUM FORCEP; ADJUST, ALIGN, REFURBISH, REPOT, REINSULATE
RE8035A	REPOT SS TITANIUM FRCP W LVL 1; ADJUST, ALIGN, REFURBISH, REPOT, REINSULATE, MINOR PARTS AND OR MINOR ADDITIONAL LABOR
RE8037	TUBE SUCTION INSULATE SMALL ; ADJUST, ALIGN, REFURBISH, REINSULATE
RE8037A	TUBE SUCTION INSULATE SMALL LEVEL 1; ADJUST, ALIGN, REFURBISH, REINSULATE, MINOR PART AND OR ADDITIONAL LABOR
RE8039	INSULATE VAG. SPEC.; ADJUST, ALIGN, REFURBISH, REINSULATE
RE8039A	INSULATE VAG. SPEC. LEVEL 1; ADJUST, ALIGN, REFURBISH, REINSULATE, MINOR PART AND OR ADDITIONAL LABOR
RE8040	INSULATE VAG. SPEC. W/SMOKE TUBE; ADJUST, ALIGN, REFURBISH, REINSULATE
RE8040A	INSULTE VAG. SPEC W/SMOKE TUBE LEVEL 1; ADJUST, ALIGN, REFURBISH, REINSULATE, MINOR PART AND OR ADDITIONAL LABOR
RE8041	LASER ETCHING; LASER ETCHING SINGLE LINE
RE8041A	LASER ETCHING- DOUBLE; LASER ETCHING DOUBLE LINES
RE8041B	LASER ETCHING- TRIPLE; LASER ETCHING TRIPLE LINES
RE8045	MICRO FORCEPS W/LOOPS - REBUILD; ADJUST, ALIGN, REFURBISH, REBUILD TIPS
RE8046	PIN CUTTER - SMALL - REBUILD J; ADJUST, ALIGN, REFURBISH, REBUILD JAW
RE8046A	PIN CUTTER SM REBUILD J LVL 1; ADJUST, ALIGN, REFURBISH, REBUILD JAWS, MINOR PART AND OR ADDITIONAL LABOR
RE8046B	PIN CUTTER SM REBUILD J LVL 2; ADJUST, ALIGN, REFURBISH, REBUILD JAWS, MAJOR PART AND ADDITIONAL LABOR
RE8047	PIN CUTTER - LARGE - REBUILD J; ADJUST, ALIGN, REFURBISH, REBUILD JAW
RE8047A	PIN CUTTER LG REBUILD J LVL 1; ADJUST, ALIGN, REFURBISH, REBUILD JAWS, MINOR PART AND OR ADDITIONAL LABOR
RE8047B	PIN CUTTER LG REBUILD J LVL 2; ADJUST, ALIGN, REFURBISH, REBUILD JAWS, MAJOR PART AND ADDITIONAL LABOR
RE8048	BIPOLAR FORCEP W/ INSULATION; ADJUST, ALIGN, REFURBISH, REPOT, REINSULATE, GOLD PLATE APPLICATION
RE8048A	BIPOLAR FORCEP W/ INSULATION LEVEL 1; ADJUST, ALIGN, REFURBISH, REPOT, REINSULATE, GOLD PLATE APPLICATION, MINOR PARTS AND OR MINOR ADDITIONAL LABOR
RE8049	REPOT BPLR FORCEP W INSULATION BASIC; ADJUST, ALIGN, REFURBISH, REPOT, REINSULATE
RE8050	CANNULA ; ADJUST, ALIGN, REFURBISH
RE8050A	CANNULA LEVEL 1; ADJUST, ALIGN, REFURBISH, REMOVAL OF DENTS
RE8050B	CANNULA LEVEL 2; ADJUST, ALIGN, REFURBISH, REMOVAL OF DENTS, MINOR PARTS AND OR ADDITIONAL LABOR
RE8050C	CANNULA LEVEL 3; ADJUST, ALIGN, REFURBISH, REMOVAL OF DENTS, MAJOR PARTS AND OR ADDITIONAL LABOR
RE8050D	CANNULA - STOPCOCK LEVEL 4; ADJUST, ALIGN, REFURBISH, REMOVAL OF DENTS, MINOR PARTS AND ADDITIONAL LABOR
RE8050E	CANNULA - STOPCOCK LEVEL 5; ADJUST, ALIGN, REFURBISH, REMOVAL OF DENTS, MAJOR PART

RE8050F	CANNULA - STOPCOCK LEVEL 6; ADJUST, ALIGN, REFURBISH, REMOVAL OF DENTS, MAJOR PART AND OR ADDITIONAL LABOR
RE8050G	CANNULA - STOPCOCK LEVEL 7 ; ADJUST, ALIGN, REFURBISH, REMOVAL OF DENTS, MAJOR PART AND ADDITIONAL LABOR
RE8050H	CANNULA - STOPCOCK LEVEL 8; ADJUST, ALIGN, REFURBISH, REMOVAL OF DENTS, MAJOR PARTS AND ADDITIONAL LABOR
RE8050I	CANNULA - STOPCOCK LEVEL 9; ADJUST, ALIGN, REFURBISH, REMOVAL OF DENTS, MAJOR PARTS AND MAJOR ADDITIONAL LABOR
RE8051	HULKA CLIP; ADJUST, ALIGN, REFURBISH
RE8051A	HULKA CLIP LEVEL 1; ADJUST, ALIGN, REFURBISH, MINOR PART AND OR ADDITIONAL LABOR
RE8051B	HULKA CLIP LEVEL 2; ADJUST, ALIGN, REFURBISH, MAJOR PART AND OR ADDITIONAL LABOR
RE8052	VALVE / ADAPTOR / STOPCOCK; ADJUST, ALIGN, REFURBISH, DEBUR
RE8052A	VALVE ADAPTOR STOPCOCK LEVEL 1; ADJUST, ALIGN, REFURBISH, MINOR PART AND OR ADDITIONAL LABOR
RE8052B	VALVE ADAPTOR STOPCOCK LEVEL 2; REPLACE VALVE LEVEL 1
RE8053	COLOR CODE REMOVE ; REMOVAL OF ALL COLOR CODE ON SURGICAL INSTRUMENT
RE8053A	COLOR CODING REMOVAL DOUBLE; REMOVAL OF ALL COLOR CODE ON SURGICAL INSTRUMENT DOUBLE
RE8055	TUNNELER; ADJUST, ALIGN, REFURBISH
RE8055A	TUNNELER LEVEL 1; ADJUST, ALIGN, REFURBISH, MINOR PART AND OR ADDITIONAL LABOR
RE8055B	TUNNELER LEVEL 2; ADJUST, ALIGN, REFURBISH, MAJOR PART AND OR ADDITIONAL LABOR
RE8056	KNOT PUSHER; ADJUST, ALIGN, REFURBISH
RE8061	COLOR CODE BANDING APPLICATION
RE8062	APPLY CC TAPE; Apply color code tape to surgical instrument
RE8062A	TAPE- APPLY DOUBLE; APPLICATION OF DOUBLE COLOR CODE TAPE
RE8063	TAPE- REMOVE ; REMOVAL OF COLOR CODE TAPE
RE8063A	TAPE- REMOVE DOUBLE; REMOVAL OF DOUBLE COLOR CODE TAPE
RE8064	COLOR CODE REMOVE AND APPLY; REMOVAL OF ALL COLOR CODE ON SURGICAL INSTRUMENT AND APPLICATION OF ONE COLOR
RE8064A	COLOR CODE REMOVE & APPLY DOUBLE; REMOVAL OF ALL COLOR CODE ON SURGICAL INSTRUMENT AND APPLICATION OF ONE COLOR DOUBLE
RE8065	TAPE- APPLY; APPLICATION OF COLOR CODE TAPE
RE9002	COSGROVE CLAMP; ADJUST, ALIGN, REFURBISH
RE9002A	COSGROVE CLAMP LEVEL 1; ADJUST, ALIGN, REFURBISH, REPLACE CABLE
RE9002B	COSGROVE CLAMP LEVEL 2; ADJUST, ALIGN, REFURBISH, REPLACE CABLE, ADDITIONAL LABOR AND OR PARTS
RE9003	ARTHROSCOPIC PUNCHES; ADJUST, ALIGN, REFURBISH, SHARPEN
RE9003A	ARTHROSCOPIC PUNCHES LEVEL 1; ADJUST, ALIGN, REFURBISH, SHAPREN, MINOR PART AND OR ADDITIONAL LABOR
RE9003B	ARTHROSCOPIC PUNCHES LEVEL 2; ADJUST, ALIGN, REFURBISH, SHAPREN, MINOR PART AND ADDITIONAL LABOR
RE9003C	ARTHROSCOPIC PUNCHES LEVEL 3; ADJUST, ALIGN, REFURBISH, SHAPREN, MAJOR PART AND OR ADDITIONAL LABOR
RE9003D	ARTHROSCOPIC PUNCHES LEVEL 4; ADJUST, ALIGN, REFURBISH, SHAPREN, MAJOR PART AND ADDITIONAL LABOR
RE9003E	ARTHROSCOPIC PUNCHES LEVEL 5; ADJUST, ALIGN, REFURBISH, REPLACE SUB ASSEMBLY 1
RE9003F	ARTHROSCOPIC PUNCHES LEVEL 6; ADJUST, ALIGN, REFURBISH, REPLACE SUB ASSEMBLY 2

RE9003G	ARTHROSCOPIC PUNCHES LEVEL 7; ADJUST, ALIGN, REFURBISH, REPLACE SUB ASSEMBLY 3
RE9003H	ARTHROSCOPIC PUNCHES LEVEL 8; ADJUST, ALIGN, REFURBISH, REPLACE SUB ASSEMBLY 4
RE9003I	ARTHROSCOPIC PUNCHES LEVEL 9; ADJUST, ALIGN, REFURBISH, REPLACE SUB ASSEMBLY 5
RE9005	ARTHROSCOPIC SCISSORS; ADJUST, ALIGN, REFURBISH, SHARPEN
RE9005A	ARTHROSCOPIC SCISSORS LEVEL 1; ADJUST, ALIGN, REFURBISH, SHAPREN, MINOR PART AND OR ADDITIONAL LABOR
RE9005B	ARTHROSCOPIC SCISSORS LEVEL 2; ADJUST, ALIGN, REFURBISH, SHAPREN, MAJOR PART AND OR ADDITIONAL LABOR
RE9005C	ARTHROSCOPIC SCISSORS LEVEL 3; ADJUST, ALIGN, REFURBISH, REPLACE SUB ASSEMBLY 1
RE9005D	ARTHROSCOPIC SCISSORS LEVEL 4; ADJUST, ALIGN, REFURBISH, REPLACE SUB ASSEMBLY 2
RE9007	ARTHROSCOPIC GRASPERS; ADJUST, ALIGN, REFURBISH
RE9007A	ARTHROSCOPIC GRASPERS LEVEL 1; ADJUST, ALIGN, REFURBISH, MINOR PART AND OR ADDITIONAL LABOR
RE9007B	ARTHROSCOPIC GRASPERS LEVEL 2; ADJUST, ALIGN, REFURBISH, MINOR PART AND ADDITIONAL LABOR
RE9007C	ARTHROSCOPIC GRASPERS LEVEL 3; ADJUST, ALIGN, REFURBISH, MAJOR PART AND OR ADDITIONAL LABOR
RE9007D	ARTHROSCOPIC GRASPERS LEVEL 4; ADJUST, ALIGN, REFURBISH, MAJOR PART AND ADDITIONAL LABOR
RE9007E	ARTHROSCOPIC GRASPERS LEVEL 5; ADJUST, ALIGN, REFURBISH, REPLACE SUB ASSEMBLY 1
RE9007F	ARTHROSCOPIC GRASPERS LEVEL 6; ADJUST, ALIGN, REFURBISH, REPLACE SUB ASSEMBLY 2
RE9007G	ARTHROSCOPIC GRASPERS LEVEL 7; ADJUST, ALIGN, REFURBISH, REPLACE SUB ASSEMBLY 3
RE9008	SUTURE PASSER ; ADJUST, ALIGN, REFURBISH,
RE9008A	SUTURE PASSER LEVEL 1; ADJUST, ALIGN, REFURBISH, SHARPEN
RE9008B	SUTURE PASSER LEVEL 2; ADJUST, ALIGN, REFURBISH, SHARPEN, MINOR PART AND OR ADDITIONAL LABOR
RE9008C	SUTURE PASSER LEVEL 3; ADJUST, ALIGN, REFURBISH, SHARPEN, MAJOR PART AND OR ADDITIONAL LABOR
RE9008D	SUTURE PASSER LEVEL 4; ADJUST, ALIGN, REFURBISH, SHARPEN, MAJOR PART AND ADDITIONAL LABOR
RE9009	VISE GRIPS; ADJUST, ALIGN, REFURBISH
RE9009A	VISE GRIPS LEVEL 1; ADJUST, ALIGN, REFURBISH, MINOR PART AND OR ADDITIONAL LABOR
RE9009B	VISE GRIPS LEVEL 2; ADJUST, ALIGN, REFURBISH, MAJOR PART AND OR ADDITIONAL LABOR
RE9009C	VISE GRIPS LEVEL 3; ADJUST, ALIGN, REFURBISH, MAJOR PART AND MAJOR ADDITIONAL LABOR
RE9009D	VISE GRIPS LEVEL 4; ADJUST, ALIGN, REFURBISH, MAJOR PART AND ADDITIONAL LABOR
RE9011	THREE PRONG GRASPER; ADJUST, ALIGN, REFURBISH
RE9011A	THREE PRONG GRASPER LEVEL 1; ADJUST, ALIGN, REFURBISH, MINOR PART AND OR ADDITIONAL LABOR
RE9011B	THREE PRONG GRASPER LEVEL 2; ADJUST, ALIGN, REFURBISH, MAJOR PART AND OR ADDITIONAL LABOR
RE9011C	THREE PRONG GRASPER LEVEL 3; ADJUST, ALIGN, REFURBISH, COMPLETE REBUILD
RE9011D	THREE PRONG GRASPER LEVEL 4; ADJUST, ALIGN, REFURBISH, MAJOR PART AND ADDITIONAL LABOR

RE9012	BRAIN SPATULA; ADJUST, ALIGN, REFURBISH, REINSULATE
RE9013	BRIDGE; ADJUST, ALIGN, REFURBISH
RE9013A	BRIDGE LEVEL 1; ADJUST, ALIGN, REFUBISH, MINOR PARTS AND OR MINOR ADDITIONAL LABOR
RE9013B	BRIDGE LEVEL 2; ADJUST, ALIGN, REFUBISH, MAJOR PARTS AND OR ADDITIONAL LABOR
RE9013C	BRIDGE LEVEL 3; ADJUST, ALIGN, REFURBISH, MINOR PART AND ADDITIONAL LABOR
RE9013D	BRIDGE LEVEL 4; ADJUST, ALIGN, REFURBISH, MINOR PARTS AND ADDITIONAL LABOR
RE9013F	BRIDGE LEVEL 6; ADJUST, ALIGN, REFURBISH, MAJOR PART AND OR ADDITIONAL LABOR
RE9013G	BRIDGE LEVEL 7; ADJUST, ALIGN, REFURBISH, MAJOR PART AND ADDITIONAL LABOR
RE9013H	BRIDGE LEVEL 8; ADJUST, ALIGN, REFURBISH, MAJOR PARTS AND ADDITIONAL LABOR
RE9014	TABLE CLAMP; ADJUST, ALIGN, REFURBISH
RE9014A	TABLE CLAMP LEVEL 1; ADJUST, ALIGN, REFURBISH, MINOR PART AND OR ADDITIONAL LABOR
RE9014B	TABLE CLAMP LEVEL 2; ADJUST, ALIGN, REFURBISH, MAJOR PART AND OR ADDITIONAL LABOR
RE9014C	TABLE CLAMP LEVEL 3; ADJUST, ALIGN, REFURBISH, MINOR PARTS AND ADDITIONAL LABOR
RE9014D	TABLE CLAMP LEVEL 4; ADJUST, ALIGN, REFURBISH, MAJOR PART AND OR ADDITIONAL LABOR
RE9014E	TABLE CLAMP LEVEL 5; ADJUST, ALIGN, REFURBISH, MAJOR PART AND ADDITIONAL LABOR
RE9014F	TABLE CLAMP LEVEL 6; ADJUST, ALIGN, REFURBISH, MAJOR PART AND ADDITIONAL LABOR
RE9014G	TABLE CLAMP LEVEL 7; ADJUST, ALIGN, REFURBISH, MAJOR PART AND ADDITIONAL LABOR
RE9014H	TABLE CLAMP LEVEL 8; ADJUST, ALIGN, REFURBISH, MAJOR PART AND ADDITIONAL LABOR
RE9015	SKULL CLAMP; ADJUST, ALIGN, REFURBISH
RE9015A	SKULL CLAMP LEVEL 1; ADJUST, ALIGN, REFURBISH, MINOR PART AND OR ADDITIONAL LABOR
RE9015B	SKULL CLAMP LEVEL 2; ADJUST, ALIGN, REFURBISH, MAJOR PART AND OR ADDITIONAL LABOR
RE9016	BASE UNIT; ADJUST, ALIGN, REFURBISH
RE9016A	BASE UNIT LEVEL 1; ADJUST, ALIGN, REFURBISH, MINOR PART AND OR ADDITIONAL LABOR
RE9016B	BASE UNIT LEVEL 2; ADJUST, ALIGN, REFURBISH, MAJOR PART AND OR ADDITIONAL LABOR
RE9017	SWIVEL ADAPTER; ADJUST, ALIGN, REFURBISH
RE9017A	SWIVEL ADAPTER LEVEL 1; ADJUST, ALIGN, REFURBISH, MINOR PART AND OR ADDITIONAL LABOR
RE9017B	SWIVEL ADAPTER LEVEL 2; ADJUST, ALIGN, REFURBISH, MAJOR PART AND OR ADDITIONAL LABOR
RE9021	KNEE POSITIONER ; ADJUST, ALIGN, REFURBISH
RE9021A	KNEE POSITIONER LEVEL 1; ADJUST, ALIGN, REFURBISH, MINOR PART AND OR ADDITIONAL LABOR
RE9022	LEG HOLDER/STIRRUP; ADJUST, ALIGN, REFURBISH
RE9022A	LEG HOLDER/STIRRUP LEVEL 1; ADJUST, ALIGN, REFURBISH, MINOR PART AND OR ADDITIONAL LABOR
RE9022B	LEG HOLDER/STIRRUP LEVEL 2; ADJUST, ALIGN, REFURBISH, MAJOR PART AND OR ADDITIONAL LABOR

RE9022C	LEG HOLDER/STIRRUP LEVEL 3; ADJUST, ALIGN, REFURBISH, MAJOR PART AND OR ADDITIONAL LABOR
RE9022D	LEG HOLDER/STIRRUP LEVEL 4; ADJUST, ALIGN, REFURBISH, EXTENSIVE PARTS AND OR ADDITIONAL LABOR
RE9051	SPECIALTY QUOTED REPAIR LEVL 1; REPAIR OF MISC SURGICAL INSTRUMENT
RE9051A	SPECIALTY QUOTED REPAIR LEVL 1-A; REPAIR OF MISC SURGICAL INSTRUMENT
RE9052	SPECIALTY QUOTED REPAIR LEVL 2; REPAIR OF MISC SURGICAL INSTRUMENT
RE9052A	SPECIALTY QUOTED REPAIR LEVL 2-A; REPAIR OF MISC SURGICAL INSTRUMENT
RE9053	SPECIALTY QUOTED REPAIR LEVL 3; REPAIR OF MISC SURGICAL INSTRUMENT
RE9053A	SPECIALTY QUOTED REPAIR LEVL 3-A; REPAIR OF MISC SURGICAL INSTRUMENT
RE9054	SPECIALTY QUOTED REPAIR LEVL 4; REPAIR OF MISC SURGICAL INSTRUMENT
RE9054A	SPECIALTY QUOTED REPAIR LEVL 4-A; REPAIR OF MISC SURGICAL INSTRUMENT
RE9055	SPECIALTY QUOTED REPAIR LEVL 5; REPAIR OF MISC SURGICAL INSTRUMENT
RE9055A	SPECIALTY QUOTED REPAIR LEVL 5-A; REPAIR OF MISC SURGICAL INSTRUMENT
RE9056	SPECIALTY QUOTED REPAIR LEVL 6; REPAIR OF MISC SURGICAL INSTRUMENT
RE9056A	SPECIALTY QUOTED REPAIR LEVL 6-A; REPAIR OF MISC SURGICAL INSTRUMENT
RE9057	SPECIALTY QUOTED REPAIR LEVL 7; REPAIR OF MISC SURGICAL INSTRUMENT
RE9057A	SPECIALTY QUOTED REPAIR LEVL 7-A; REPAIR OF MISC SURGICAL INSTRUMENT
RE9058	SPECIALTY QUOTED REPAIR LEVL 8; REPAIR OF MISC SURGICAL INSTRUMENT
RE9058A	SPECIALTY QUOTED REPAIR LEVL 8-A; REPAIR OF MISC SURGICAL INSTRUMENT
RE9059	SPECIALTY QUOTED REPAIR LEVL 9; REPAIR OF MISC SURGICAL INSTRUMENT
RE9059A	SPECIALTY QUOTED REPAIR LEVL 9-A; REPAIR OF MISC SURGICAL INSTRUMENT
RE9061	SPECIALTY QUOTED REPAIR LVL 10; REPAIR OF MISC SURGICAL INSTRUMENT
RE9061A	SPECIALTY QUOTED REPAIR LVL 10-A; REPAIR OF MISC SURGICAL INSTRUMENT
RE9062	SPECIALTY QUOTED REPAIR LVL 11; REPAIR OF MISC SURGICAL INSTRUMENT
RE9062A	SPECIALTY QUOTED REPAIR LVL 11-A; REPAIR OF MISC SURGICAL INSTRUMENT
RE9063	SPECIALTY QUOTED REPAIR LVL 12; REPAIR OF MISC SURGICAL INSTRUMENT
RE9063A	SPECIALTY QUOTED REPAIR LVL 12-A; REPAIR OF MISC SURGICAL INSTRUMENT
RE9064	SPECIALTY QUOTED REPAIR LVL 13; REPAIR OF MISC SURGICAL INSTRUMENT
RE9064A	SPECIALTY QUOTED REPAIR LVL 13-A; REPAIR OF MISC SURGICAL INSTRUMENT
CC5029	CASE CART PART 1
CC5030	CASE CART PART 2
CC5031	CASE CART PART 3
CC5032	CASE CART PART 4
CC5033	CASE CART PART 5
CC5034	CASE CART PART 6
CC5035	CASE CART PART 7
CC5036	CASE CART PART 8
CC5037	CASE CART PART 9
CC5038	CASE CART PART 10
CC5039	CASE CART PART 11
CC5040	CASE CART PART 12
CC5041	CASE CART PART 13
CC5042	CASE CART PART 14
CC5043	CASE CART PART 15
CC5044	CASE CART PART 16

CC5045	CASE CART PART 17
CC5050	CASE CART PART - KNOB; CUSTOMIZED CASE CART KNOB
RA0001	STERILIZER CLEANING - FLASH ; IMMEDIATE USE STERILIZER
RA0002	STERILIZER CLEANING - SMALL
RA0003	STERILIZER CLEANING- MEDIUM
RA0004	STERILIZER CLEANING - LARGE
RA0005	STERILIZER CLEANING - DOUBLE
RA0006	WASHER CARTS
RA0007	STERILIZER RACKS LARGE
RA0008	STERILIZER RACKS MED
RA0009	STERILIZER RACKS SMALL
RA0010	SINK STERILIZATION
RA0011	WASHER STERILIZATION
RA0012	STAINLESS TABLE STERILIZATION
RA0020	SMALL TABLE CLEANING - LEVEL 1
RA0021	SMALL TABLE CLEANING - LEVEL 2
RA0022	MEDIUM TABLE CLEANING - LEVEL 1
RA0023	MEDIUM TABLE CLEANING - LEVEL 2
RA0024	LARGE TABLE CLEANING - LEVEL 1
RA0025	LARGE TABLE CLEANING - LEVEL 2
RA0025A	LARGE TABLE CLEANING - LEVEL 2A
RA0026	STERILIZER CART - REPLACE CASTERS
RA0027	STERILIZER CART - REPLACE CART CORNER ROLLER GUIDE
RA0028	STERILIZER CART - REPLACE CHAMBER DOOR ROLLER GUIDE
RS0000	REFURBISH INSTRUMENTS ; INSPECT & REFURBISHMENT OF COMPLETE INSTRUMENT
RS0000-1	REFURBISH INSTRUMENT; INSPECT & REFURBISHMENT OF COMPLETE INSTRUMENT
RS0001	INSPECT INSTRUMENT ; INSPECT / EXAMINATION OF COMPLETE INSTRUMENT
RS0002	PREVENTATIVE MAINTENANCE ; ELEMENT DEPOSIT REMOVAL AND CLEAN
RS0003	RUST REMOVAL; REMOVAL OF RUST ON SURGICAL INSTRUMENT
RS0004	BIO-BURDEN REMOVAL ; REMOVAL OF BIO-BURDEN ON GENERAL SURGICAL INSTRUMENT
RS0004-2	BIO-BURDEN REMOVAL - EXT; REMOVAL OF BIO-BURDEN ON COMPLEX SURGICAL INSTRUMENT
RS0010	SHEATH REPAIR; ADJUST, ALIGN, REFURBISH, MINOR REPAIRS, CLEAN, INSPECT & TEST
RS0010-1	SHEATH REPAIR - BASIC ; ADJUST, CLEAN, INSPECT & TEST
RS0010-2	SHEATH REPAIR - EXT ; ADJUST, ALIGN, ADDITIONAL LABOR/REPLACEMENT PARTS, REFURBISH, POLISH, INSPECT & TEST
RS0010-A	SHEATH REPAIR LEVEL 1; ADJUST, ALIGN, REFURBISH, ADDITIONAL MINOR LABOR, INSPECT & TEST
RS0010-B	SHEATH REPAIR LEVEL 2; ADJUST, ALIGN, REFURBISH, ADDITIONAL MODERATE LABOR, CLEAN, INSPECT & TEST
RS0010-C	SHEATH REPAIR LEVEL 3; ADJUST, ALIGN, REFURBISH, ADDITIONAL EXTENSIVE LABOR, CLEAN, INSPECT & TEST
RS0010-D	SHEATH REPAIR LEVEL 4; ADJUST, ALIGN, REFURBISH, ADDITIONAL MINOR LABOR, PARTS REPLACEMENT INSPECT & TEST
RS0010-E	SHEATH REPAIR LEVEL 5; ADJUST, ALIGN, REFURBISH, ADDITIONAL MODERATE LABOR, PARTS REPLACEMENT CLEAN, INSPECT & TEST

RS0010-F	SHEATH REPAIR LEVEL 6; ADJUST, ALIGN, REFURBISH, ADDITIONAL EXTENSIVE LABOR, PARTS REPLACEMENT, CLEAN, INSPECT & TEST
RS0011	BRIDGE; ADJUST, ALIGN, REFURBISH, MINOR REPAIRS, CLEAN, INSPECT & TEST
RS0011-1	BRIDGE - BASIC; ADJUST, CLEAN, INSPECT & TEST
RS0011-2	BRIDGE - EXT; ADJUST, ALIGN, ADDITIONAL LABOR/REPLACEMENT PARTS, REFURBISH, POLISH, INSPECT & TEST
RS0011-A	BRIDGE LEVEL 1; ADJUST, ALIGN, REFURBISH, ADDITIONAL MINOR LABOR, INSPECT & TEST
RS0011-B	BRIDGE LEVEL 2; ADJUST, ALIGN, REFURBISH, ADDITIONAL MODERATE LABOR, CLEAN, INSPECT & TEST
RS0011-C	BRIDGE LEVEL 3; ADJUST, ALIGN, REFURBISH, ADDITIONAL EXTENSIVE LABOR, CLEAN, INSPECT & TEST
RS0011-D	BRIDGE LEVEL 4; ADJUST, ALIGN, REFURBISH, ADDITIONAL MINOR LABOR, PARTS REPLACEMENT INSPECT & TEST
RS0011-E	BRIDGE LEVEL 5; ADJUST, ALIGN, REFURBISH, ADDITIONAL MODERATE LABOR, PARTS REPLACEMENT CLEAN, INSPECT & TEST
RS0011-F	BRIDGE LEVEL 6; ADJUST, ALIGN, REFURBISH, ADDITIONAL EXTENSIVE LABOR, PARTS REPLACEMENT, CLEAN, INSPECT & TEST
RS0020	SUCTION TIP REPAIR
RS1000	ETCHING; ETCHING APPLICATION
RS1001	DEMAGNETIZING; INSTRUMENT DEMAGNETIZING
RS1101	SCISSORS, STANDARD ; SHARPEN, ADJUST, ALIGN, REFURBISH, POLISH, INSPECT & TEST
RS1101-1	SCISSORS, STANDARD - BASIC; SHAPREN, CLEAN, INSPECT & TEST
RS1101-2	SCISSORS, STANDARD - EXT; SHARPEN, ADJUST, ALIGN, ADDITIONAL LABOR/REPLACEMENT PARTS, REFURBISH, POLISH, INSPECT & TEST
RS1102	SCISSORS, TUNGSTEN CARBIDE ; SHARPEN, ADJUST, ALIGN, REFURBISH, POLISH, INSPECT & TEST
RS1102-1	SCISSORS, TUNGSTEN CARBIDE - BASIC; SHAPREN, CLEAN, INSPECT & TEST
RS1102-2	SCISSORS, TUNGSTEN CARBIDE - EXT; SHARPEN, ADJUST, ALIGN, ADDITIONAL LABOR/REPLACEMENT PARTS, REFURBISH, POLISH, INSPECT & TEST
RS1103	SCISSORS, MICRO ; SHARPEN, ADJUST, ALIGN, REFURBISH, POLISH, INSPECT & TEST
RS1103-1	SCISSORS, MICRO - BASIC; SHAPREN, CLEAN, INSPECT & TEST
RS1103-2	SCISSORS, MICRO - EXT; SHARPEN, ADJUST, ALIGN, ADDITIONAL LABOR/REPLACEMENT PARTS, REFURBISH, POLISH, INSPECT & TEST
RS1104	SCISSORS, DELICATE ; SHARPEN, ADJUST, ALIGN, REFURBISH, POLISH, INSPECT & TEST
RS1104-1	SCISSORS, DELICATE - BASIC; SHAPREN, CLEAN, INSPECT & TEST
RS1104-2	SCISSORS, DELICATE - EXT; SHARPEN, ADJUST, ALIGN, ADDITIONAL LABOR/REPLACEMENT PARTS, REFURBISH, POLISH, INSPECT & TEST
RS1105	SERRATED SCISSORS ; SHARPEN, ADJUST, ALIGN, REFURBISH, POLISH, INSPECT & TEST
RS1105-1	SERRATED SCISSORS - BASIC; SHAPREN, CLEAN, INSPECT & TEST
RS1105-2	SERRATED SCISSORS - EXT; SHARPEN, ADJUST, ALIGN, ADDITIONAL LABOR/REPLACEMENT PARTS, REFURBISH, POLISH, INSPECT & TEST
RS1106	SUPER CUT SCISSOR ; SHARPEN, ADJUST, ALIGN, REFURBISH, POLISH, INSPECT & TEST
RS1106-1	SUPER CUT SCISSOR - BASIC; SHAPREN, CLEAN, INSPECT & TEST
RS1106-2	SUPER CUT SCISSOR - EXT; SHARPEN, ADJUST, ALIGN, ADDITIONAL LABOR/REPLACEMENT PARTS, REFURBISH, POLISH, INSPECT & TEST
RS1107	MICRO POTT SCISSOR ; SHARPEN, ADJUST, ALIGN, REFURBISH, POLISH, INSPECT & TEST
RS1107-1	MICRO POTT SCISSOR - BASIC; SHARPEN, CLEAN, INSPECT & TEST

RS1107-2	MICRO POTT SCISSOR - EXT; SHARPEN, ADJUST, ALIGN, ADDITIONAL LABOR/REPLACEMENT PARTS, REFURBISH, POLISH, INSPECT & TEST
RS1113	OPHTHALMIC SCISSOR ; SHARPEN, ADJUST, ALIGN, REFURBISH, POLISH, INSPECT & TEST
RS1113-1	OPHTHALMIC SCISSOR - BASIC; SHARPEN, CLEAN, INSPECT & TEST
RS1113-2	OPHTHALMIC SCISSOR - EXT; SHARPEN, ADJUST, ALIGN, ADDITIONAL LABOR/REPLACEMENT PARTS, REFURBISH, POLISH, INSPECT & TEST
RS1114	METZ SCISSOR; SHARPEN, ADJUST, ALIGN, REFURBISH, POLISH, INSPECT & TEST
RS1114-1	METZ SCISSOR - BASIC; SHAPREN, CLEAN, INSPECT & TEST
RS1114-2	METZ SCISSOR - EXT; SHARPEN, ADJUST, ALIGN, ADDITIONAL LABOR/REPLACEMENT PARTS, REFURBISH, POLISH, INSPECT & TEST
RS1115	MAYO SCISSOR; SHARPEN, ADJUST, ALIGN, REFURBISH, POLISH, INSPECT & TEST
RS1115-1	MAYO SCISSOR - BASIC; SHAPREN, CLEAN, INSPECT & TEST
RS1115-2	MAYO SCISSOR - EXT; SHARPEN, ADJUST, ALIGN, ADDITIONAL LABOR/REPLACEMENT PARTS, REFURBISH, POLISH, INSPECT & TEST
RS1116	CAST / BANDAGE SCISSOR; SHARPEN, ADJUST, ALIGN, REFURBISH, POLISH, INSPECT & TEST
RS1116-1	CAST / BANDAGE SCISSOR - BASIC; SHAPREN, CLEAN, INSPECT & TEST
RS1116-2	CAST / BANDAGE SCISSOR - EXT; SHARPEN, ADJUST, ALIGN, ADDITIONAL LABOR/REPLACEMENT PARTS, REFURBISH, POLISH, INSPECT & TEST
RS1117	IRIS SCISSOR; SHARPEN, ADJUST, ALIGN, REFURBISH, POLISH, INSPECT & TEST
RS1117-1	IRIS SCISSOR - BASIC; SHAPREN, CLEAN, INSPECT & TEST
RS1117-2	IRIS SCISSOR - EXT; SHARPEN, ADJUST, ALIGN, ADDITIONAL LABOR/REPLACEMENT PARTS, REFURBISH, POLISH, INSPECT & TEST
RS1118	SUTURE SCISSOR; SHARPEN, ADJUST, ALIGN, REFURBISH, POLISH, INSPECT & TEST
RS1118-1	SUTURE SCISSOR - BASIC; SHAPREN, CLEAN, INSPECT & TEST
RS1118-2	SUTURE SCISSOR - EXT; SHARPEN, ADJUST, ALIGN, ADDITIONAL LABOR/REPLACEMENT PARTS, REFURBISH, POLISH, INSPECT & TEST
RS1119	TENOTOMY SCISSOR; SHARPEN, ADJUST, ALIGN, REFURBISH, POLISH, INSPECT & TEST
RS1119-1	TENOTOMY SCISSOR - BASIC; SHAPREN, CLEAN, INSPECT & TEST
RS1119-2	TENOTOMY SCISSOR - EXT; SHARPEN, ADJUST, ALIGN, ADDITIONAL LABOR/REPLACEMENT PARTS, REFURBISH, POLISH, INSPECT & TEST
RS1120	SCISSOR, SUPER CUT SERRATED, TUNGSTEN CARBIDE ; SHARPEN, ADJUST, ALIGN, REFURBISH, POLISH, INSPECT & TEST
RS1120-1	SCISSOR, SUPER CUT SERRATED, TUNGSTEN CARBIDE - BASIC; SHAPREN, CLEAN, INSPECT & TEST
RS1120-2	SCISSOR, SUPER CUT SERRATED, TUNGSTEN CARBIDE - EXT; SHARPEN, ADJUST, ALIGN, ADDITIONAL LABOR/REPLACEMENT PARTS, REFURBISH, POLISH, INSPECT & TEST
RS1121	SPECIALTY MICRO SCISSOR ; SHARPEN, ADJUST, ALIGN, REFURBISH, POLISH, INSPECT & TEST
RS1121-1	SPECIALTY MICRO SCISSOR - BASIC; SHAPREN, CLEAN, INSPECT & TEST
RS1121-2	SPECIALTY MICRO SCISSOR -EXT; SHARPEN, ADJUST, ALIGN, ADDITIONAL LABOR/REPLACEMENT PARTS, REFURBISH, POLISH, INSPECT & TEST
RS1122	SPECIALTY STANDARD SCISSOR; SHARPEN, ADJUST, ALIGN, REFURBISH, POLISH, INSPECT & TEST
RS1122-1	SPECIALTY STANDARD SCISSOR - BASIC; SHAPREN, CLEAN, INSPECT & TEST
RS1122-2	SPECIALTY STANDARD SCISSOR - EXT; SHARPEN, ADJUST, ALIGN, ADDITIONAL LABOR/REPLACEMENT PARTS, REFURBISH, POLISH, INSPECT & TEST
RS1123	SPECIALTY DELICATE SCISSOR; SHARPEN, ADJUST, ALIGN, REFURBISH, POLISH, INSPECT & TEST
RS1123-1	SPECIALTY DELICATE SCISSOR - BASIC; SHAPREN, CLEAN, INSPECT & TEST

RS1123-2	SPECIALTY DELICATE SCISSOR - EXT; SHARPEN, ADJUST, ALIGN, ADDITIONAL LABOR/REPLACEMENT PARTS, REFURBISH, POLISH, INSPECT & TEST
RS1201	FORCEPS, STANDARD RING HANDLE ; ADJUST, ALIGN, REFURBISH, POLISH, INSPECT & TEST
RS1201-1	FORCEPS, STANDARD RING HANDLE - BASIC; ADJUST, CLEAN, INSPECT & TEST
RS1201-2	FORCEPS, STANDARD RING HANDLE - EXT; ADJUST, ALIGN, ADDITIONAL LABOR/REPLACEMENT PARTS, REFURBISH, POLISH, INSPECT & TEST
RS1202	FORCEPS, CARDIO AND INTESTINAL; ADJUST, ALIGN, REFURBISH, POLISH, INSPECT & TEST
RS1202-1	FORCEPS, CARDIO AND INTESTINAL - BASIC; ADJUST, CLEAN, INSPECT & TEST
RS1202-2	FORCEPS, CARDIO AND INTESTINAL - EXT; ADJUST, ALIGN, ADDITIONAL LABOR/REPLACEMENT PARTS, REFURBISH, POLISH, INSPECT & TEST
RS1203	FORCEPS, CLIP APPLYING ; ADJUST, ALIGN, REFURBISH, POLISH, INSPECT & TEST
RS1203-1	FORCEPS, CLIP APPLYING - BASIC; ADJUST, CLEAN, INSPECT & TEST
RS1203-2	FORCEPS, CLIP APPLYING - EXT; ADJUST, ALIGN, ADDITIONAL LABOR/REPLACEMENT PARTS, REFURBISH, POLISH, INSPECT & TEST
RS1204	FORCEP, TOWEL CLAMP; ADJUST, ALIGN, REFURBISH, POLISH, INSPECT & TEST
RS1204-1	FORCEP, TOWEL CLAMP - BASIC; ADJUST, CLEAN, INSPECT & TEST
RS1204-2	FORCEP, TOWEL CLAMP - EXT; ADJUST, ALIGN, ADDITIONAL LABOR/REPLACEMENT PARTS, REFURBISH, POLISH, INSPECT & TEST
RS1300	SKIN HOOK / SKIN RAKE; ADJUST, ALIGN, REFURBISH, POLISH, INSPECT & TEST
RS1300-1	SKIN HOOK / SKIN RAKE - BASIC; ADJUST, CLEAN, INSPECT & TEST
RS1300-2	SKIN HOOK / SKIN RAKE - EXT; ADJUST, ALIGN, ADDITIONAL LABOR, REFURBISH, POLISH, INSPECT & TEST
RS1301	RETRACTOR, HAND HELD ; ADJUST, ALIGN, REFURBISH, POLISH, INSPECT & TEST
RS1301-1	RETRACTOR, HAND HELD - BASIC; ADJUST, CLEAN, INSPECT & TEST
RS1301-2	RETRACTOR, HAND HELD - EXT; ADJUST, ALIGN, ADDITIONAL LABOR/REPLACEMENT PARTS, REFURBISH, POLISH, INSPECT & TEST
RS1302	RETRACTOR, SELF RETAINING; ADJUST, ALIGN, REFURBISH, POLISH, INSPECT & TEST
RS1302-1	RETRACTOR, SELF RETAINING- BASIC; ADJUST, CLEAN, INSPECT & TEST
RS1302-2	RETRACTOR, SELF RETAINING - EXT; ADJUST, ALIGN, ADDITIONAL LABOR/REPLACEMENT PARTS, REFURBISH, POLISH, INSPECT & TEST
RS1302-A	RETRACTOR, SELF RETAINING LEVEL 1; ADJUST, ALIGN, REFURBISH, ADDITIONAL MINOR LABOR, INSPECT & TEST
RS1302-B	RETRACTOR, SELF RETAINING LEVEL 2; ADJUST, ALIGN, REFURBISH, ADDITIONAL MODERATE LABOR, CLEAN, INSPECT & TEST
RS1302-C	RETRACTOR, SELF RETAINING LEVEL 3; ADJUST, ALIGN, REFURBISH, ADDITIONAL EXTENSIVE LABOR, CLEAN, INSPECT & TEST
RS1302-D	RETRACTOR, SELF RETAINING LEVEL 4; ADJUST, ALIGN, REFURBISH, ADDITIONAL MINOR LABOR, PARTS REPLACEMENT INSPECT & TEST
RS1302-E	RETRACTOR, SELF RETAINING LEVEL 5; ADJUST, ALIGN, REFURBISH, ADDITIONAL MODERATE LABOR, PARTS REPLACEMENT CLEAN, INSPECT & TEST
RS1302-F	RETRACTOR, SELF RETAINING LEVEL 6; ADJUST, ALIGN, REFURBISH, ADDITIONAL EXTENSIVE LABOR, PARTS REPLACEMENT, CLEAN, INSPECT & TEST
RS1303	RETRACTOR, MICRO/DELICATE SELF ; ADJUST, ALIGN, REFURBISH, POLISH, INSPECT & TEST
RS1303-1	RETRACTOR, MICRO/DELICATE SELF - BASIC; ADJUST, CLEAN, INSPECT & TEST
RS1303-2	RETRACTOR, MICRO/DELICATE SELF - EXT; ADJUST, ALIGN, ADDITIONAL LABOR/REPLACEMENT PARTS, REFURBISH, POLISH, INSPECT & TEST
RS1303-A	RETRACTOR, MICRO/DELICATE SELF LEVEL 1; ADJUST, ALIGN, REFURBISH, ADDITIONAL MINOR LABOR, INSPECT & TEST
RS1303-B	RETRACTOR, MICRO/DELICATE SELF LEVEL 2; ADJUST, ALIGN, REFURBISH, ADDITIONAL MODERATE LABOR, CLEAN, INSPECT & TEST

RS1303-C	RETRACTOR, MICRO/DELICATE SELF LEVEL 3; ADJUST, ALIGN, REFURBISH, ADDITIONAL EXTENSIVE LABOR, CLEAN, INSPECT & TEST
RS1303-D	RETRACTOR, MICRO/DELICATE SELF LEVEL 4; ADJUST, ALIGN, REFURBISH, ADDITIONAL MINOR LABOR, PARTS REPLACEMENT INSPECT & TEST
RS1303-E	RETRACTOR, MICRO/DELICATE SELF LEVEL 5; ADJUST, ALIGN, REFURBISH, ADDITIONAL MODERATE LABOR, PARTS REPLACEMENT CLEAN, INSPECT & TEST
RS1303-F	RETRACTOR, MICRO/DELICATE SELF LEVEL 6; ADJUST, ALIGN, REFURBISH, ADDITIONAL EXTENSIVE LABOR, PARTS REPLACEMENT, CLEAN, INSPECT & TEST
RS1304	RETRACTOR, D/E HAND HELD ; ADJUST, ALIGN, REFURBISH, POLISH, INSPECT & TEST
RS1304-1	RETRACTOR, D/E HAND HELD - BASIC ; ADJUST, CLEAN, INSPECT & TEST
RS1304-2	RETRACTOR, D/E HAND HELD - EXT; ADJUST, ALIGN, ADDITIONAL LABOR/REPLACEMENT PARTS, REFURBISH, POLISH, INSPECT & TEST
RS1305	RETRACTOR BLADES ; ADJUST, ALIGN, REFURBISH, POLISH, INSPECT & TEST
RS1305-1	RETRACTOR BLADES - BASIC; ADJUST, CLEAN, INSPECT & TEST
RS1305-2	RETRACTOR BLADES - EXT; ADJUST, ALIGN, ADDITIONAL LABOR/REPLACEMENT PARTS, REFURBISH, POLISH, INSPECT & TEST
RS1306	MOUTH GAG ; ADJUST, ALIGN, REFURBISH, POLISH, INSPECT & TEST
RS1306-1	MOUTH GAG - BASIC; ADJUST, CLEAN, INSPECT & TEST
RS1306-2	MOUTH GAG - EXT; ADJUST, ALIGN, ADDITIONAL LABOR/REPLACEMENT PARTS, REFURBISH, POLISH, INSPECT & TEST
RS1306-3	MOUTH GAG - REPLACE TUBING; ADJUST, ALIGN, REFURBISH, CLEAN, INSPECT, TEST, AND REPLACE TUBING
RS1308	MICRO AWL / PICK; ADJUST, ALIGN, REFURBISH, POLISH, INSPECT & TEST
RS1308-1	MICRO AWL / PICK - BASIC; ADJUST, CLEAN, INSPECT & TEST
RS1308-2	MICRO AWL / PICK - EXT; ADJUST, ALIGN, ADDITIONAL LABOR, REFURBISH, POLISH, INSPECT & TEST
RS1309	BONE AWL / PICK; ADJUST, ALIGN, REFURBISH, POLISH, INSPECT & TEST
RS1309-1	BONE AWL / PICK - BASIC; ADJUST, CLEAN, INSPECT & TEST
RS1309-2	BONE AWL / PICK - EXT; ADJUST, ALIGN, ADDITIONAL LABOR, REFURBISH, POLISH, INSPECT & TEST
RS1310	ENT AWL / PICK ; ADJUST, ALIGN, REFURBISH, POLISH, INSPECT & TEST
RS1310-1	ENT AWL / PICK - BASIC; ADJUST, CLEAN, INSPECT & TEST
RS1310-2	ENT AWL / PICK - EXT; ADJUST, ALIGN, ADDITIONAL LABOR, REFURBISH, POLISH, INSPECT & TEST
RS1401	SPECULA, STANDARD ; ADJUST, ALIGN, REFURBISH, POLISH, INSPECT & TEST
RS1401-1	SPECULA, STANDARD - BASIC; ADJUST, CLEAN, INSPECT & TEST
RS1401-2	SPECULA, STANDARD- EXT; ADJUST, ALIGN, ADDITIONAL LABOR/REPLACEMENT PARTS, REFURBISH, POLISH, INSPECT & TEST
RS1402	SPECULA, NASAL; ADJUST, ALIGN, REFURBISH, POLISH, INSPECT & TEST
RS1402-1	SPECULA, NASAL - BASIC; ADJUST, CLEAN, INSPECT & TEST
RS1402-2	SPECULA, NASAL - EXT; ADJUST, ALIGN, ADDITIONAL LABOR/REPLACEMENT PARTS, REFURBISH, POLISH, INSPECT & TEST
RS1501	FORCEPS THUMB DRESSING AND TIS ; ADJUST, ALIGN, REFURBISH, POLISH, INSPECT & TEST
RS1501-1	FORCEPS THUMB DRESSING AND TIS - BASIC; ADJUST, CLEAN, INSPECT & TEST
RS1501-2	FORCEPS THUMB DRESSING AND TIS - EXT; ADJUST, ALIGN, ADDITIONAL LABOR, REFURBISH, POLISH, INSPECT & TEST
RS1502	OPHTHALMIC TISSUE FORCEP ; ADJUST, ALIGN, REFURBISH, POLISH, INSPECT & TEST
RS1502-1	OPHTHALMIC TISSUE FORCEP - BASIC; ADJUST, CLEAN, INSPECT & TEST
RS1502-2	OPHTHALMIC TISSUE FORCEP - EXT; ADJUST, ALIGN, ADDITIONAL LABOR, REFURBISH, POLISH, INSPECT & TEST

RS1503	FORCEPS MICRO THUMB DRESSING A; ADJUST, ALIGN, REFURBISH, POLISH, INSPECT & TEST
RS1503-1	FORCEPS MICRO THUMB DRESSING A - BASIC; ADJUST, CLEAN, INSPECT & TEST
RS1503-2	FORCEPS MICRO THUMB DRESSING A - EXT; ADJUST, ALIGN, ADDITIONAL LABOR, REFURBISH, POLISH, INSPECT & TEST
RS1504	FORCEPS DELICATE/VASCULAR DRES ; ADJUST, ALIGN, REFURBISH, POLISH, INSPECT & TEST
RS1504-1	FORCEPS DELICATE/VASCULAR DRES - BASIC; ADJUST, CLEAN, INSPECT & TEST
RS1504-2	FORCEPS DELICATE/VASCULAR DRES TISSUE - EXT; ADJUST, ALIGN, ADDITIONAL LABOR, REFURBISH, POLISH, INSPECT & TEST
RS1505	FORCEPS, MICRO ALLIGATOR GRASP ; ADJUST, ALIGN, REFURBISH, POLISH, INSPECT & TEST
RS1505-1	FORCEPS, MICRO ALLIGATOR GRASP - BASIC; ADJUST, CLEAN, INSPECT & TEST
RS1505-2	FORCEPS, MICRO ALLIGATOR GRASP - EXT; ADJUST, ALIGN, ADDITIONAL LABOR/REPLACEMENT PARTS, REFURBISH, POLISH, INSPECT & TEST
RS1506	FORCEPS, TITANIUM; ADJUST, ALIGN, REFURBISH, POLISH, INSPECT & TEST
RS1506-1	FORCEPS, TITANIUM - BASIC; ADJUST, CLEAN, INSPECT & TEST
RS1506-2	FORCEPS, TITANIUM - EXT; ADJUST, ALIGN, ADDITIONAL LABOR, REFURBISH, POLISH, INSPECT & TEST
RS1507	FORCEPS, MICRO TITANIUM; ADJUST, ALIGN, REFURBISH, POLISH, INSPECT & TEST
RS1507-1	FORCEPS, MICRO TITANIUM-BASIC; ADJUST, CLEAN, INSPECT & TEST
RS1507-2	FORCEPS, MICRO TITANIUM-EXT; ADJUST, ALIGN, ADDITIONAL LABOR, REFURBISH, POLISH, INSPECT & TEST
RS1600	RONGEUR, PITUITARY SHARPEN, ADJUST, ALIGN, REFURBISH, POLISH, INSPECT & TEST
RS1600-1	RONGEUR, PITUITARY BASIC; SHARPEN, CLEAN, INSPECT & TEST
RS1600-2	RONGEUR, PITUITARY EXT; SHARPEN, ADJUST, ALIGN, ADDITIONAL LABOR/REPLACEMENT PARTS, REFURBISH, POLISH, INSPECT & TEST
RS1600-A	RONGEUR, PITUITARY LEVEL 1; SHARPEN, ADJUST, ALIGN, REFURBISH, ADDITIONAL MINOR LABOR, INSPECT & TEST
RS1600-B	RONGEUR, PITUITARY LEVEL 2; SHARPEN, ADJUST, ALIGN, REFURBISH, ADDITIONAL MODERATE LABOR, CLEAN, INSPECT & TEST
RS1600-C	RONGEUR, PITUITARY LEVEL 3; SHARPEN, ADJUST, ALIGN, REFURBISH, ADDITIONAL EXTENSIVE LABOR, CLEAN, INSPECT & TEST
RS1600-D	RONGEUR, PITUITARY LEVEL 4; SHARPEN,ADJUST, ALIGN, REFURBISH, ADDITIONAL MINOR LABOR, PARTS REPLACEMENT INSPECT & TEST
RS1600-E	RONGEUR, PITUITARY LEVEL 5; SHARPEN,ADJUST, ALIGN, REFURBISH, ADDITIONAL MODERATE LABOR, PARTS REPLACEMENT CLEAN, INSPECT & TEST
RS1600-F	RONGEUR, PITUITARY LEVEL 6; SHARPEN, ADJUST, ALIGN, REFURBISH, ADDITIONAL EXTENSIVE LABOR, PARTS REPLACEMENT, CLEAN, INSPECT & TEST
RS1601	RONGEUR, DOUBLE ACTION ; SHARPEN, ADJUST, ALIGN, REFURBISH, POLISH, INSPECT & TEST
RS1601-1	RONGEUR, DOUBLE ACTION - BASIC; SHARPEN, CLEAN, INSPECT & TEST
RS1601-2	RONGEUR, DOUBLE ACTION - EXT; SHARPEN, ADJUST, ALIGN, ADDITIONAL LABOR/REPLACEMENT PARTS, REFURBISH, POLISH, INSPECT & TEST
RS1601-A	RONGEUR, DOUBLE ACTION LEVEL 1; SHARPEN, ADJUST, ALIGN, REFURBISH, ADDITIONAL MINOR LABOR, POLISH, INSPECT & TEST
RS1601-B	RONGEUR, DOUBLE ACTION LEVEL 2; SHARPEN, ADJUST, ALIGN, REFURBISH, ADDITIONAL MODERATE LABOR, CLEAN, INSPECT & TEST
RS1601-C	RONGEUR, DOUBLE ACTION LEVEL 3; SHARPEN, ADJUST, ALIGN, REFURBISH, ADDITIONAL EXTENSIVE LABOR, CLEAN, INSPECT & TEST
RS1601-D	RONGEUR, DOUBLE ACTION LEVEL 4; SHARPEN,ADJUST, ALIGN, REFURBISH, ADDITIONAL MINOR LABOR, PARTS REPLACEMENT INSPECT & TEST
RS1601-E	RONGEUR, DOUBLE ACTION LEVEL 5; SHARPEN,ADJUST, ALIGN, REFURBISH, ADDITIONAL MODERATE LABOR, PARTS REPLACEMENT CLEAN, INSPECT & TEST

RS1601-F	RONGEUR, DOUBLE ACTION LEVEL 6; SHARPEN, ADJUST, ALIGN, REFURBISH, ADDITIONAL EXTENSIVE LABOR, PARTS REPLACEMENT, CLEAN, INSPECT & TEST
RS1602	RONGEUR, SINGLE ACTION; SHARPEN, ADJUST, ALIGN, REFURBISH, POLISH, INSPECT & TEST
RS1602-1	RONGEUR, SINGLE ACTION - BASIC; SHARPEN, CLEAN, INSPECT & TEST
RS1602-2	RONGEUR, SINGLE ACTION - EXT; SHARPEN, ADJUST, ALIGN, ADDITIONAL LABOR/REPLACEMENT PARTS, REFURBISH, POLISH, INSPECT & TEST
RS1602-A	RONGEUR, SINGLE ACTION LEVEL 1; SHARPEN, ADJUST, ALIGN, REFURBISH, ADDITIONAL MINOR LABOR, INSPECT & TEST
RS1602-B	RONGEUR, SINGLE ACTION LEVEL 2; SHARPEN, ADJUST, ALIGN, REFURBISH, ADDITIONAL MODERATE LABOR, CLEAN, INSPECT & TEST
RS1602-C	RONGEUR, SINGLE ACTION LEVEL 3; SHARPEN, ADJUST, ALIGN, REFURBISH, ADDITIONAL EXTENSIVE LABOR, CLEAN, INSPECT & TEST
RS1602-D	RONGEUR, SINGLE ACTION LEVEL 4; SHARPEN,ADJUST, ALIGN, REFURBISH, ADDITIONAL MINOR LABOR, PARTS REPLACEMENT INSPECT & TEST
RS1602-E	RONGEUR, SINGLE ACTION LEVEL 5; SHARPEN,ADJUST, ALIGN, REFURBISH, ADDITIONAL MODERATE LABOR, PARTS REPLACEMENT CLEAN, INSPECT & TEST
RS1602-F	RONGEUR, SINGLE ACTION LEVEL 6; SHARPEN, ADJUST, ALIGN, REFURBISH, ADDITIONAL EXTENSIVE LABOR, PARTS REPLACEMENT, CLEAN, INSPECT & TEST
RS1603	RONGEUR, KERRISON ; SHARPEN, ADJUST, ALIGN, REFURBISH, POLISH, INSPECT & TEST
RS1603-1	RONGEUR, KERRISON - BASIC; SHARPEN, CLEAN, INSPECT & TEST
RS1603-2	RONGEUR, KERRISON - EXT; SHARPEN, ADJUST, ALIGN, ADDITIONAL LABOR/REPLACEMENT PARTS, REFURBISH, POLISH, INSPECT & TEST
RS1603-A	RONGEUR, KERRISON LEVEL 1; SHARPEN, ADJUST, ALIGN, REFURBISH, ADDITIONAL MINOR LABOR, INSPECT & TEST
RS1603-B	RONGEUR, KERRISON LEVEL 2; SHARPEN, ADJUST, ALIGN, REFURBISH, ADDITIONAL MODERATE LABOR, CLEAN, INSPECT & TEST
RS1603-C	RONGEUR, KERRISON LEVEL 3; SHARPEN, ADJUST, ALIGN, REFURBISH, ADDITIONAL EXTENSIVE LABOR, CLEAN, INSPECT & TEST
RS1603-D	RONGEUR, KERRISON LEVEL 4; SHARPEN,ADJUST, ALIGN, REFURBISH, ADDITIONAL MINOR LABOR, PARTS REPLACEMENT INSPECT & TEST
RS1603-E	RONGEUR, KERRISON LEVEL 5; SHARPEN,ADJUST, ALIGN, REFURBISH, ADDITIONAL MODERATE LABOR, PARTS REPLACEMENT CLEAN, INSPECT & TEST
RS1603-F	RONGEUR, KERRISON LEVEL 6; SHARPEN, ADJUST, ALIGN, REFURBISH, ADDITIONAL EXTENSIVE LABOR, PARTS REPLACEMENT, CLEAN, INSPECT & TEST
RS1604	BONE CUTTER, SINGLE ACTION ; SHARPEN, ADJUST, ALIGN, REFURBISH, POLISH, INSPECT & TEST
RS1604-1	BONE CUTTER, SINGLE ACTION - BASIC; SHARPEN, CLEAN, INSPECT & TEST
RS1604-2	BONE CUTTER, SINGLE ACTION - EXT; SHARPEN, ADJUST, ALIGN, ADDITIONAL LABOR/REPLACEMENT PARTS, REFURBISH, POLISH, INSPECT & TEST
RS1604-A	BONE CUTTER, SINGLE ACTION LEVEL 1; SHARPEN, ADJUST, ALIGN, REFURBISH, ADDITIONAL MINOR LABOR, INSPECT & TEST
RS1604-B	BONE CUTTER, SINGLE ACTION LEVEL 2; SHARPEN, ADJUST, ALIGN, REFURBISH, ADDITIONAL MODERATE LABOR, CLEAN, INSPECT & TEST
RS1604-C	BONE CUTTER, SINGLE ACTION LEVEL 3; SHARPEN, ADJUST, ALIGN, REFURBISH, ADDITIONAL EXTENSIVE LABOR, CLEAN, INSPECT & TEST
RS1604-D	BONE CUTTER, SINGLE ACTION LEVEL 4; SHARPEN,ADJUST, ALIGN, REFURBISH, ADDITIONAL MINOR LABOR, PARTS REPLACEMENT INSPECT & TEST
RS1604-E	BONE CUTTER, SINGLE ACTION LEVEL 5; SHARPEN,ADJUST, ALIGN, REFURBISH, ADDITIONAL MODERATE LABOR, PARTS REPLACEMENT CLEAN, INSPECT & TEST
RS1604-F	BONE CUTTER, SINGLE ACTION LEVEL 6; SHARPEN, ADJUST, ALIGN, REFURBISH, ADDITIONAL EXTENSIVE LABOR, PARTS REPLACEMENT, CLEAN, INSPECT & TEST
RS1605	BONE CLAMPS ; ADJUST, ALIGN, REFURBISH, POLISH, INSPECT & TEST
RS1605-1	BONE CLAMPS - BASIC; ADJUST, CLEAN, INSPECT & TEST

RS1605-2	BONE CLAMPS - EXT; SHARPEN, ADJUST, ALIGN, ADDITIONAL LABOR/REPLACEMENT PARTS, REFURBISH, POLISH, INSPECT & TEST
RS1606	BONE CUTTER (D/ACTION) ; SHARPEN, ADJUST, ALIGN, REFURBISH, POLISH, INSPECT & TEST
RS1606-1	BONE CUTTER (D/ACTION) - BASIC; SHARPEN, CLEAN, INSPECT & TEST
RS1606-2	BONE CUTTER (D/ACTION) - EXT; SHARPEN, ADJUST, ALIGN, ADDITIONAL LABOR/REPLACEMENT PARTS, REFURBISH, POLISH, INSPECT & TEST
RS1606-A	BONE CUTTER (D/ACTION) LEVEL 1; SHARPEN, ADJUST, ALIGN, REFURBISH, ADDITIONAL MINOR LABOR, INSPECT & TEST
RS1606-B	BONE CUTTER (D/ACTION) LEVEL 2; SHARPEN, ADJUST, ALIGN, REFURBISH, ADDITIONAL MODERATE LABOR, CLEAN, INSPECT & TEST
RS1606-C	BONE CUTTER (D/ACTION) LEVEL 3; SHARPEN, ADJUST, ALIGN, REFURBISH, ADDITIONAL EXTENSIVE LABOR, CLEAN, INSPECT & TEST
RS1606-D	BONE CUTTER (D/ACTION) LEVEL 4; SHARPEN,ADJUST, ALIGN, REFURBISH, ADDITIONAL MINOR LABOR, PARTS REPLACEMENT INSPECT & TEST
RS1606-E	BONE CUTTER (D/ACTION) LEVEL 5; SHARPEN,ADJUST, ALIGN, REFURBISH, ADDITIONAL MODERATE LABOR, PARTS REPLACEMENT CLEAN, INSPECT & TEST
RS1606-F	BONE CUTTER (D/ACTION) LEVEL 6; SHARPEN, ADJUST, ALIGN, REFURBISH, ADDITIONAL EXTENSIVE LABOR, PARTS REPLACEMENT, CLEAN, INSPECT & TEST
RS1607	BURRS/REAMERS ; SHARPEN, ADJUST, ALIGN, REFURBISH, POLISH, INSPECT & TEST
RS1607-1	BURRS/REAMERS - BASIC; SHARPEN, CLEAN, INSPECT & TEST
RS1607-2	BURRS/REAMERS - EXT; SHARPEN, ADJUST, ALIGN, ADDITIONAL LABOR, REFURBISH, POLISH, INSPECT & TEST
RS1608	CHISELS, OSTEOTOMES AND GOUGES ; SHARPEN, ADJUST, ALIGN, REFURBISH, POLISH, INSPECT & TEST
RS1608-1	CHISELS, OSTEOTOMES AND GOUGES - BASIC; SHARPEN, CLEAN, INSPECT & TEST
RS1609	DOUBLE ENDED CURETTES; SHARPEN, ADJUST, ALIGN, REFURBISH, POLISH, INSPECT & TEST
RS1609-1	DOUBLE ENDED CURETTES - BASIC; SHARPEN, CLEAN, INSPECT & TEST
RS1609-2	DOUBLE ENDED CURETTES - EXT; SHARPEN, ADJUST, ALIGN, REFURBISH, POLISH, ADDITIONAL LABOR / REPLACEMENT PARTS, INSPECT & TEST
RS1610	CHISELS ; SHARPEN, ADJUST, ALIGN, REFURBISH, POLISH, INSPECT & TEST
RS1610-1	CHISELS - BASIC; SHARPEN, CLEAN, INSPECT & TEST
RS1610-2	CHISELS - EXT; SHARPEN, ADJUST, ALIGN, ADDITIONAL LABOR, REFURBISH, POLISH, INSPECT & TEST
RS1611	REAMERS ; SHARPEN, ADJUST, ALIGN, REFURBISH, POLISH, INSPECT & TEST
RS1611-1	REAMERS - BASIC; SHARPEN, CLEAN, INSPECT & TEST
RS1611-2	REAMERS - EXT; SHARPEN, ADJUST, ALIGN, ADDITIONAL LABOR, REFURBISH, POLISH, INSPECT & TEST
RS1612	TOTAL HIP REAMERS ; SHARPEN, ADJUST, ALIGN, REFURBISH, POLISH, INSPECT & TEST
RS1612-1	TOTAL HIP REAMERS - BASIC; SHARPEN, CLEAN, INSPECT & TEST
RS1612-2	TOTAL HIP REAMERS - EXT; SHARPEN, ADJUST, ALIGN, ADDITIONAL LABOR, REFURBISH, POLISH, INSPECT & TEST
RS1613	PLIERS ; ADJUST, ALIGN, REFURBISH, POLISH, INSPECT & TEST
RS1613-1	PLIERS - BASIC; REFURBISH POLISH, INSPECT & TEST
RS1613-2	PLIERS - EXT ; ADJUST, ALIGN, ADDITIONAL LABOR/REPLACEMENT PARTS, REFURBISH, POLISH, INSPECT & TEST
RS1614	PIN CUTTER ; SHARPEN, ADJUST, ALIGN, REFURBISH, POLISH, INSPECT & TES
RS1614 - 2	PIN CUTTER - EXT ; SHARPEN, ADJUST, ALIGN, ADDITIONAL LABOR/REPLACEMENT PARTS, REFURBISH, POLISH, INSPECT & TEST
RS1614-1	PIN CUTTER - BASIC; SHARPEN, CLEAN, INSPECT & TEST

RS1614-A	PIN CUTTER LEVEL 1; SHARPEN, ADJUST, ALIGN, REFURBISH, ADDITIONAL MINOR LABOR, INSPECT & TEST
RS1614-B	PIN CUTTER LEVEL 2; SHARPEN, ADJUST, ALIGN, REFURBISH, ADDITIONAL MODERATE LABOR, CLEAN, INSPECT & TEST
RS1614-C	PIN CUTTER LEVEL 3; SHARPEN, ADJUST, ALIGN, REFURBISH, ADDITIONAL EXTENSIVE LABOR, CLEAN, INSPECT & TEST
RS1614-D	PIN CUTTER LEVEL 4; SHARPEN,ADJUST, ALIGN, REFURBISH, ADDITIONAL MINOR LABOR, PARTS REPLACEMENT INSPECT & TEST
RS1614-E	PIN CUTTER LEVEL 5; SHARPEN,ADJUST, ALIGN, REFURBISH, ADDITIONAL MODERATE LABOR, PARTS REPLACEMENT CLEAN, INSPECT & TEST
RS1614-F	PIN CUTTER LEVEL 6; SHARPEN, ADJUST, ALIGN, REFURBISH, ADDITIONAL EXTENSIVE LABOR, PARTS REPLACEMENT, CLEAN, INSPECT & TEST
RS1615	FLEXIBLE REAMER; SHARPEN, ADJUST, ALIGN, REFURBISH, POLISH, INSPECT & TEST
RS1615-1	FLEXIBLE REAMER - BASIC; SHARPEN, CLEAN, INSPECT & TEST
RS1615-2	FLEXIBLE REAMER - EXT; SHARPEN, ADJUST, ALIGN, ADDITIONAL LABOR, REFURBISH, POLISH, INSPECT & TEST
RS1616	OSTEOTOMES; SHARPEN, ADJUST, ALIGN, REFURBISH, POLISH, INSPECT & TEST
RS1616-1	OSTEOTOMES - BASIC; SHARPEN, CLEAN, INSPECT & TEST
RS1616-2	OSTEOTOMES - EXT; SHARPEN, ADJUST, ALIGN, ADDITIONAL LABOR, REFURBISH, POLISH, INSPECT & TEST
RS1617	GOUGES; SHARPEN, ADJUST, ALIGN, REFURBISH, POLISH, INSPECT & TEST
RS1617-1	GOUGES - BASIC; SHARPEN, CLEAN, INSPECT & TEST
RS1617-2	GOUGES - EXT; SHARPEN, ADJUST, ALIGN, ADDITIONAL LABORS, REFURBISH, POLISH, INSPECT & TEST
RS1618	ACETABULAR REAMER; SHARPEN, ADJUST, ALIGN, REFURBISH, POLISH, INSPECT & TEST
RS1619	ACL REAMER; SHARPEN, ADJUST, ALIGN, REFURBISH, POLISH, INSPECT & TEST
RS1620	SPECIALTY REAMER; SHARPEN, ADJUST, ALIGN, REFURBISH, POLISH, INSPECT & TEST
RS1622	SCREW DRIVER; ADJUST, ALIGN, REFURBISH, REPAIR, POLISH, INSPECT & TEST
RS1699	DI-MEND INSTRUMENT COATING TITANIUM; APPLICATION OF DI-MEND DUST COATING, INSPECT & TEST
RS1700	DI-MEND INSTRUMENT COATING; APPLICATION OF DI-MEND DUST COATING, INSPECT & TEST
RS1700-2	DI-MEND INSTRUMENT COATING - LEVEL 1; DI-MEND DUST COATING, REPLACEMENT OF MINOR PARTS, ADJUST, ALIGN, INSPECT & TEST
RS1701	NEEDLE HOLDER, STANDARD TUNGST ; REPLACEMENT OF INSERTS, ADJUST, ALIGN, REFURBISH, POLISH, INSPECT & TEST
RS1701-1	NEEDLE HOLDER, STANDARD TUNGST - BASIC; REPLACEMENT OF INSERTS, INSPECT & TEST
RS1701-2	NEEDLE HOLDER, STD TUNGST- EXT ; REPLACEMENT OF INSERTS, ADJUST, ALIGN, ADDITIONAL LABOR/REPLACEMENT PARTS, REFURBISH, POLISH, INSPECT & TEST
RS1702	NEEDLE HOLDER, MICRO TUNGSTEN ; REPLACEMENT OF INSERTS, ADJUST, ALIGN, REFURBISH, POLISH, INSPECT & TEST
RS1702-1	NEEDLE HOLDER, MICRO TUNGSTEN - BASIC; REPLACEMENT OF INSERTS, INSPECT & TEST
RS1702-2	NEEDLE HOLDER, MICRO TUNGSTEN - EXT; REPLACEMENT OF INSERTS, ADJUST, ALIGN, ADDITIONAL LABOR/REPLACEMENT PARTS, REFURBISH, POLISH, INSPECT & TEST
RS1703	NEEDLE HOLDER, STANDARD W/O IN ; ADJUST, ALIGN, REFURBISH, POLISH, INSPECT & TEST
RS1703-1	NEEDLE HOLDER, STANDARD W/O IN - BASIC; ADJUST, CLEAN, INSPECT & TEST
RS1703-2	NEEDLE HOLDER, STANDARD W/O IN - EXT; ADJUST, ALIGN, ADDITIONAL LABOR/REPLACEMENT PARTS, REFURBISH, POLISH, INSPECT & TEST

RS1704	NEEDLE HOLDER, MICRO OR TC W/O; ADJUST, ALIGN, REFURBISH, POLISH, INSPECT & TEST
RS1704-1	NEEDLE HOLDER, MICRO OR TC W/O - BASIC; ADJUST, CLEAN, INSPECT & TEST
RS1704-2	NEEDLE HOLDER, MICRO OR TC W/O ; ADJUST, ALIGN, ADDITIONAL LABOR/REPLACEMENT PARTS, REFURBISH, POLISH, INSPECT & TEST
RS1704-3	NEEDLE HOLDER, MICRO TC W/O- LEVEL 1; ADJUST, ALIGN, ADDITIONAL LABOR/REPLACEMENT PARTS, APPLICATION OF DI-MEND COATING, REFURBISH, POLISH, INSPECT & TEST
RS1705	LAPAROSCOPIC SCISSOR SHARPENIN; ADJUST, ALIGN, SHARPEN, INSPECT & TEST
RS1705-1	LAP SCISSOR SHARPENING - BASIC; SHARPEN, INSPECT & TEST
RS1705-2	LAP SCISSOR SHARPENING - BASIC; SHARPEN, ADJUST, ALIGN, INSPECT & TEST
RS1706	LAPAROSCOPIC REINSULATION; ADJUST, ALIGN, REINSULATE SHAFT, INSPECT & TEST
RS1706-1	LAPAROSCOPIC REINSULATION -BAS; ADJUST, ALIGN, REINSULATE SHAFT, INSPECT & TEST
RS1707	LAPAROSCOPIC GRASPER REPAIR ; ADJUST, ALIGN, REFURBISH, CLEAN, MINOR REPAIRS, INSPECT & TEST
RS1707-1	LAPAROSCOPIC GRASPER REPAIR - BASIC; ADJUST, ALIGN, REFURBISH, CLEAN, INSPECT & TEST
RS1707-2	LAPAROSCOPIC GRASPER REPAIR - EXT; ADJUST, ALIGN, REFURBISH, CLEAN, REPLACEMENT OF PARTS, EXTENSIVE LABOR, INSPECT & TEST
RS1707-A	LAPAROSCOPIC GRASPER REPAIR LEVEL 1; ADJUST, ALIGN, REFURBISH, ADDITIONAL MINOR LABOR, INSPECT & TEST
RS1707-B	LAPAROSCOPIC GRASPER REPAIR LEVEL 2; ADJUST, ALIGN, REFURBISH, ADDITIONAL MODERATE LABOR, CLEAN, INSPECT & TEST
RS1707-C	LAPAROSCOPIC GRASPER REPAIR LEVEL 3; ADJUST, ALIGN, REFURBISH, ADDITIONAL EXTENSIVE LABOR, CLEAN, INSPECT & TEST
RS1707-D	LAPAROSCOPIC GRASPER REPAIR LEVEL 4; ADJUST, ALIGN, REFURBISH, ADDITIONAL MINOR LABOR, PARTS REPLACEMENT INSPECT & TEST
RS1707-E	LAPAROSCOPIC GRASPER REPAIR LEVEL 5; ADJUST, ALIGN, REFURBISH, ADDITIONAL MODERATE LABOR, PARTS REPLACEMENT CLEAN, INSPECT & TEST
RS1707-F	LAPAROSCOPIC GRASPER REPAIR LEVEL 6; ADJUST, ALIGN, REFURBISH, ADDITIONAL EXTENSIVE LABOR, PARTS REPLACEMENT, CLEAN, INSPECT & TEST
RS1708	AESCULAP GASKET REPLACEMENT, S ; REPLACEMENT OF STANDARD GASKET ON CONTAINER, INSPECT & TEST
RS1709	AESCULAP GASKET REPLACEMENT, M ; REPLACEMENT OF MEDIUM GASKET ON CONTAINER
RS1710	AESCULAP GASKET REPLACEMENT, L ; REPLACEMENT OF LARGE GASKET ON CONTAINER
RS1711	AESCULAP RETENTION PLATE ; REPLACEMENT OF RETENSION PLATE ON CONTAINER
RS1712	AESCULAP CONTAINER DENT REMOVAL; REMOVAL OF DENTS, ADJUST, ALIGN ON CONTAINER
RS1713	AESCULAP LATCH PART REPLACEMENT; REPLACEMENT OF PARTS ON LATCH ON CONTAINER
RS1714	AESCULAP RIVET REPAIR ; REPAIR OF RIVET ON CONTAINER
RS1715	AESCULAP RIVET AND DENT REPAIR ; REMOVAL OF DENTS, REPAIR OF RIVET, ADJUST, ALIGN ON CONTAINER
RS1716	AESCULAP GENERAL REPAIR ; ADJUST, ALIGN, REFURBISH, CLEAN, MINOR REPAIRS ON CONTAINER
RS1719	LAPAROSCOPIC NEEDLE HOLDER; REPLACE INSERTS,ADJUST, ALIGN, REFURBISH, POLISH, INSPECT & TEST
RS1719-1	LAPAROSCOPIC NEEDLE HOLDER - BASIC; ADJUST, ALIGN, REFURBISH, POLISH, INSPECT & TEST
RS1719-2	LAPAROSCOPIC NEEDLE HOLDER - EXT; REPLACE INSERTS, ADJUST, ALIGN, ADDITIONAL LABOR/REPLACEMENT PARTS, REFURBISH, POLISH, INSPECT & TEST
RS1720	SEMI RIGID GRASPER ; ADJUST, ALIGN, REFURBISH, POLISH, INSPECT & TEST

RS1720-1	SEMI RIGID GRASPER - BASIC; ADJUST, CLEAN, INSPECT & TEST
RS1720-2	SEMI RIGID GRASPER - EXT; ADJUST, ALIGN, ADDITIONAL LABOR/REPLACEMENT PARTS, REFURBISH, POLISH, INSPECT & TEST
RS1721	SEMI RIGID SCISSOR; SHARPEN, ADJUST, ALIGN, REFURBISH, POLISH, INSPECT & TEST
RS1721-1	SEMI RIGID SCISSOR - BASIC; SHARPEN, CLEAN, INSPECT & TEST
RS1721-2	SEMI RIGID SCISSOR - EXT; SHARPEN, ADJUST, ALIGN, ADDITIONAL LABOR/REPLACEMENT PARTS, REFURBISH, POLISH, INSPECT & TEST
RS1722	SPECIALTY FLEXIBLE GRASPER; ADJUST, ALIGN, REFURBISH, POLISH, INSPECT & TEST
RS1722-1	SPECIALTY FLEXIBLE GRASPER - BASIC; ADJUST, CLEAN, INSPECT & TEST
RS1722-2	SPECIALTY FLEXIBLE GRASPER - EXT; ADJUST, ALIGN, ADDITIONAL LABOR/REPLACEMENT PARTS, REFURBISH, POLISH, INSPECT & TEST
RS1723	SPECIALTY RIGID SCISSOR; SHARPEN, ADJUST, ALIGN, REFURBISH, POLISH, INSPECT & TEST
RS1723-1	SPECIALTY RIGID SCISSOR - BASIC; SHARPEN, CLEAN, INSPECT & TEST
RS1723-2	SPECIALTY RIGID SCISSOR - EXT; SHARPEN, ADJUST, ALIGN, ADDITIONAL LABOR/REPLACEMENT PARTS, REFURBISH, POLISH, INSPECT & TEST
RS1724	AESCULAP FILTER POST REPLACEMENT; REPLACEMENT OF FILTER POST ON CONTAINER
RS1725	AESCULAP FILTER POST REPAIR; FILTER POST REPAIR ON CONTAINER
RS1726	SPECIALTY FLEXIBLE SCISSOR; SHARPEN, ADJUST, ALIGN, REFURBISH, POLISH, INSPECT & TEST
RS1726-1	SPECIALTY FLEXIBLE SCISSOR- BASIC; SHARPEN, CLEAN, INSPECT & TEST
RS1726-2	SPECIALTY FLEXIBLE SCISSOR - EXT; SHARPEN, ADJUST, ALIGN, ADDITIONAL LABOR / REPLACEMENT PARTS, REFURBISH, POLISH, INSPECT & TEST
RS1799	MICRO FORCEP TIP REBUILD; ADJUST, ALIGN, REFURBISH, REBUILD TIPS, INSPECT & TEST
RS1801	ADENOTOME / TONSILLECTOMES; SHARPEN, ADJUST, ALIGN, REFURBISH, POLISH, INSPECT & TEST
RS1801-1	ADENOTOME / TONSILLECTOMES- BASIC; SHARPEN, CLEAN, INSPECT & TEST
RS1801-2	ADENOTOME / TONSILLECTOMES- EXT; SHARPEN, ADJUST, ALIGN, ADDITIONAL LABOR/REPLACEMENT PARTS, REFURBISH, POLISH, INSPECT & TEST
RS1802	BIOPSY PUNCH; SHARPEN, ADJUST, ALIGN, REFURBISH, SHARPEN, POLISH, INSPECT & TEST
RS1802-1	BIOPSY PUNCH - BASIC; SHARPEN, CLEAN, INSPECT & TEST
RS1802-2	BIOPSY PUNCH - EXT ; SHARPEN,ADJUST, ALIGN, ADDITIONAL LABOR/REPLACEMENT PARTS, REFURBISH, POLISH, INSPECT & TEST
RS1802-A	BIOPSY PUNCH LEVEL 1; SHARPEN, ADJUST, ALIGN, REFURBISH, ADDITIONAL MINOR LABOR, INSPECT & TEST
RS1802-B	BIOPSY PUNCH LEVEL 2; SHARPEN, ADJUST, ALIGN, REFURBISH, ADDITIONAL MODERATE LABOR, CLEAN, INSPECT & TEST
RS1802-C	BIOPSY PUNCH LEVEL 3; SHARPEN, ADJUST, ALIGN, REFURBISH, ADDITIONAL EXTENSIVE LABOR, CLEAN, INSPECT & TEST
RS1802-D	BIOPSY PUNCH LEVEL 4; SHARPEN,ADJUST, ALIGN, REFURBISH, ADDITIONAL MINOR LABOR, PARTS REPLACEMENT INSPECT & TEST
RS1802-E	BIOPSY PUNCH LEVEL 5; SHARPEN,ADJUST, ALIGN, REFURBISH, ADDITIONAL MODERATE LABOR, PARTS REPLACEMENT CLEAN, INSPECT & TEST
RS1802-F	BIOPSY PUNCH LEVEL 6; SHARPEN, ADJUST, ALIGN, REFURBISH, ADDITIONAL EXTENSIVE LABOR, PARTS REPLACEMENT, CLEAN, INSPECT & TEST
RS1803	BIOPSY NEEDLE ; SHARPEN, ADJUST, ALIGN, REFURBISH, SHARPEN, POLISH, INSPECT & TEST
RS1803-1	BIOPSY NEEDLE - BASIC; SHARPEN, CLEAN, INSPECT & TEST
RS1803-2	BIOPSY NEEDLE - EXT; SHARPEN, ADJUST, ALIGN, ADDITIONAL LABOR, REFURBISH, POLISH, INSPECT & TEST

RS1804	COLPOSCOPY PUNCH; ADJUST, ALIGN, REFUBISH, SHARPEN, POLISH, INSPECT & TEST
RS1804-1	COLPOSCOPY PUNCH - BASIC; SHARPEN, CLEAN, INSPECT & TEST
RS1804-2	COLPOSCOPY PUNCH - EXT; SHARPEN,ADJUST, ALIGN, ADDITIONAL LABOR/REPLACEMENT PARTS, REFURBISH, POLISH, INSPECT & TEST
RS1804-A	COLPOSCOPY PUNCH LEVEL 1; SHARPEN, ADJUST, ALIGN, REFURBISH, ADDITIONAL MINOR LABOR, INSPECT & TEST
RS1804-B	COLPOSCOPY PUNCH LEVEL 2; SHARPEN, ADJUST, ALIGN, REFURBISH, ADDITIONAL MODERATE LABOR, CLEAN, INSPECT & TEST
RS1804-C	COLPOSCOPY PUNCH LEVEL 3; SHARPEN, ADJUST, ALIGN, REFURBISH, ADDITIONAL EXTENSIVE LABOR, CLEAN, INSPECT & TEST
RS1804-D	COLPOSCOPY PUNCH LEVEL 4; SHARPEN,ADJUST, ALIGN, REFURBISH, ADDITIONAL MINOR LABOR, PARTS REPLACEMENT INSPECT & TEST
RS1804-E	COLPOSCOPY PUNCH LEVEL 5; SHARPEN,ADJUST, ALIGN, REFURBISH, ADDITIONAL MODERATE LABOR, PARTS REPLACEMENT CLEAN, INSPECT & TEST
RS1804-F	COLPOSCOPY PUNCH LEVEL 6; SHARPEN, ADJUST, ALIGN, REFURBISH, ADDITIONAL EXTENSIVE LABOR, PARTS REPLACEMENT, CLEAN, INSPECT & TEST
RS1805	FCPS., BULLDOG; ADJUST, ALIGN ,REFURBISH, POLISH, INSPECT & TEST
RS1805-1	FCPS., BULLDOG - BASIC; ADJUST, CLEAN, INSPECT & TEST
RS1805-2	FCPS., BULLDOG - EXT ; ADJUST, ALIGN, ADDITIONAL LABOR/REPLACEMENT PARTS, REFURBISH, POLISH, INSPECT & TEST
RS1806	CURRETTE, SOUND, DILATOR, ELE ; SHARPEN, ADJUST, ALIGN, REFURBISH, POLISH, INSPECT & TEST
RS1806-1	CURRETTE, SOUND, DILATOR, ELE - BASIC; SHARPEN, CLEAN, INSPECT & TEST
RS1806-2	CURETTE, SOUND, DILATOR, ELE -EXT; ADJUST, ALIGN, ADDITIONAL LABOR/REPLACEMENT PARTS, REFURBISH, POLISH, INSPECT & TEST
RS1807	SINUS / NASAL PUNCH; ADJUST, ALIGN, REFURBISH, SHAPREN, POLISH, INSPECT & TEST
RS1807-1	SINUS / NASAL PUNCH - BASIC; SHARPEN, CLEAN, INSPECT & TEST
RS1807-2	SINUS / NASAL PUNCH - EXT; SHARPEN,ADJUST, ALIGN, ADDITIONAL LABOR/REPLACEMENT PARTS, REFURBISH, POLISH, INSPECT & TEST
RS1807-A	SINUS / NASAL PUNCH LEVEL 1; SHARPEN, ADJUST, ALIGN, REFURBISH, ADDITIONAL MINOR LABOR, INSPECT & TEST
RS1807-B	SINUS / NASAL PUNCH LEVEL 2; SHARPEN, ADJUST, ALIGN, REFURBISH, ADDITIONAL MODERATE LABOR, CLEAN, INSPECT & TEST
RS1807-C	SINUS / NASAL PUNCH LEVEL 3; SHARPEN, ADJUST, ALIGN, REFURBISH, ADDITIONAL EXTENSIVE LABOR, CLEAN, INSPECT & TEST
RS1807-D	SINUS / NASAL PUNCH LEVEL 4; SHARPEN,ADJUST, ALIGN, REFURBISH, ADDITIONAL MINOR LABOR, PARTS REPLACEMENT INSPECT & TEST
RS1807-E	SINUS / NASAL PUNCH LEVEL 5; SHARPEN,ADJUST, ALIGN, REFURBISH, ADDITIONAL MODERATE LABOR, PARTS REPLACEMENT CLEAN, INSPECT & TEST
RS1807-F	SINUS / NASAL PUNCH LEVEL 6; SHARPEN, ADJUST, ALIGN, REFURBISH, ADDITIONAL EXTENSIVE LABOR, PARTS REPLACEMENT, CLEAN, INSPECT & TEST
RS1808	DERMAL PUNCH; SHARPEN, ADJUST, ALIGN, REFUBISH, SHAPREN, POLISH, INSPECT & TEST
RS1808-1	DERMAL PUNCH - BASIC; SHARPEN, CLEAN, INSPECT & TEST
RS1808-2	DERMAL PUNCH -EXT; SHARPEN, ADJUST, ALIGN, ADDITIONAL LABOR/REPLACEMENT PARTS, REFURBISH, POLISH, INSPECT & TEST
RS1809	HOOK AND LIGATURE CARRIER ; ADJUST, ALIGN, REFURBISH, CLEAN, POLISH, INSPECT & TEST
RS1809-1	HOOK AND LIGATURE CARRIER - BASIC; ADJUST, CLEAN, INSPECT & TEST
RS1809-2	HOOK AND LIGATURE CARRIER - EXT; ADJUST, ALIGN, ADDITIONAL LABOR/REPLACEMENT PARTS, REFURBISH, POLISH, INSPECT & TEST
RS1810	KNIVES; SHARPEN, ADJUST, ALIGN, REFURBISH, POLISH, INSPECT & TEST
RS1810-1	KNIVES - BASIC ; SHARPEN, CLEAN, INSPECT & TEST

RS1810-2	KNIVES - EXT; SHARPEN, ADJUST, ALIGN, ADDITIONAL LABOR, REFURBISH, POLISH, INSPECT & TEST
RS1812	SPECIALTY PUNCH ; ADJUST, ALIGN, REFURBISH, SHARPEN, POLISH, INSPECT & TEST
RS1813	SUTURE PASSER; SHARPEN, ADJUST, ALIGN, REFUBISH, POLISH, INSPECT & TEST
RS1813-1	SUTURE PASSER - BASIC; SHARPEN, CLEAN, INSPECT & TEST
RS1813-2	SUTURE PASSER - EXT; SHARPEN,ADJUST, ALIGN, ADDITIONAL LABOR/REPLACEMENT PARTS, REFURBISH, POLISH, INSPECT & TEST
RS1813-A	SUTURE PASSER LEVEL 1; SHARPEN, ADJUST, ALIGN, REFURBISH, ADDITIONAL MINOR LABOR, INSPECT & TEST
RS1813-B	SUTURE PASSER LEVEL 2; SHARPEN, ADJUST, ALIGN, REFURBISH, ADDITIONAL MODERATE LABOR, CLEAN, INSPECT & TEST
RS1813-C	SUTURE PASSER LEVEL 3; SHARPEN, ADJUST, ALIGN, REFURBISH, ADDITIONAL EXTENSIVE LABOR, CLEAN, INSPECT & TEST
RS1813-D	SUTURE PASSER LEVEL 4; SHARPEN, ADJUST, ALIGN, REFURBISH, ADDITIONAL MINOR LABOR, PARTS REPLACEMENT INSPECT & TEST
RS1813-E	SUTURE PASSER LEVEL 5; SHARPEN,ADJUST, ALIGN, REFURBISH, ADDITIONAL MODERATE LABOR, PARTS REPLACEMENT CLEAN, INSPECT & TEST
RS1813-F	SUTURE PASSER LEVEL 6; SHARPEN,ADJUST, ALIGN, REFURBISH, ADDITIONAL MODERATE LABOR, PARTS REPLACEMENT CLEAN, INSPECT & TEST
RS1816	TUBE SUCTION, PLAIN; ADJUST, ALIGN, REFURBISH, POLISH, INSPECT & TEST
RS1816-1	TUBE / TIP SUCTION, PLAIN - BASIC; ADJUST, CLEAN, INSPECT & TEST
RS1816-2	TUBE / TIP SUCTION, PLAIN - EXT; ADJUST, ALIGN, ADDITIONAL LABOR, REFURBISH, POLISH, INSPECT & TEST
RS1818	SNARE, TONSIL ; ADJUST, ALIGN, REFURBISH, POLISH, INSPECT & TEST
RS1818-1	SNARE, TONSIL - BASIC; ADJUST, CLEAN, INSPECT & TEST
RS1818-2	SNARE, TONSIL - EXT; ADJUST, ALIGN, ADDITIONAL LABOR/REPLACEMENT PARTS, REFURBISH, POLISH, INSPECT & TEST
RS1820	BIOPSY CUP FORCEP; ADJUST, ALIGN, REFURBISH, SHARPEN, POLISH, INSPECT & TEST
RS1820-1	BIOPSY CUP FORCEP - BASIC; SHARPEN, CLEAN, INSPECT & TEST
RS1820-2	BIOPSY CUP FORCEP - EXT; SHARPEN, ADJUST, ALIGN, ADDITIONAL LABOR/REPLACEMENT PARTS, REFURBISH, POLISH, INSPECT & TEST
RS1820-A	BIOPSY CUP FORCEP LEVEL 1; SHARPEN, ADJUST, ALIGN, REFURBISH, ADDITIONAL MINOR LABOR, INSPECT & TEST
RS1820-B	BIOPSY CUP FORCEP LEVEL 2; SHARPEN, ADJUST, ALIGN, REFURBISH, ADDITIONAL MODERATE LABOR, CLEAN, INSPECT & TEST
RS1820-C	BIOPSY CUP FORCEP LEVEL 3; SHARPEN, ADJUST, ALIGN, REFURBISH, ADDITIONAL EXTENSIVE LABOR, CLEAN, INSPECT & TEST
RS1820-D	BIOPSY CUP FORCEP LEVEL 4; SHARPEN, ADJUST, ALIGN, REFURBISH, ADDITIONAL MINOR LABOR, PARTS REPLACEMENT INSPECT & TEST
RS1820-E	BIOPSY CUP FORCEP LEVEL 5; SHARPEN, ADJUST, ALIGN, REFURBISH, ADDITIONAL MODERATE LABOR, PARTS REPLACEMENT CLEAN, INSPECT & TEST
RS1820-F	BIOPSY CUP FORCEP LEVEL 6; SHARPEN, ADJUST, ALIGN, REFURBISH, ADDITIONAL EXTENSIVE LABOR, PARTS REPLACEMENT, CLEAN, INSPECT & TEST
RS1821	COBB ELEVATOR; SHARPEN, ADJUST, ALIGN, REFURBISH, POLISH, INSPECT & TEST
RS1821-1	COBB ELEVATOR - BASIC; SHARPEN, CLEAN, INSPECT & TEST
RS1821-2	COBB ELEVATOR - EXT; SHARPEN,ADJUST, ALIGN, ADDITIONAL LABOR, REFURBISH, POLISH, INSPECT & TEST
RS1822	D/E FREER ELEVATOR; SHARPEN, ADJUST, ALIGN, REFURBISH, POLISH, INSPECT & TEST
RS1822-1	D/E FREER ELEVATOR - BASIC; SHARPEN, CLEAN, INSPECT & TEST
RS1822-2	D/E FREER ELEVATOR - EXT; SHARPEN, ADJUST, ALIGN, ADDITIONAL LABOR, REFURBISH, POLISH, INSPECT & TEST
RS1823	KEY ELEVATOR; SHARPEN, ADJUST, ALIGN, REFURBISH, POLISH, INSPECT & TEST

RS1823-1	KEY ELEVATOR - BASIC; SHARPEN, CLEAN, INSPECT & TEST
RS1823-2	KEY ELEVATOR - EXT; SHARPEN, ADJUST, ALIGN, ADDITIONAL LABOR, REFURBISH, POLISH, INSPECT & TEST
RS1824	PERIOSTEAL ELEVATOR; SHARPEN, ADJUST, ALIGN, REFURBISH, POLISH, INSPECT & TEST
RS1824-1	PERIOSTEAL ELEVATOR - BASIC; SHARPEN, CLEAN, INSPECT & TEST
RS1824-2	PERIOSTEAL ELEVATOR - EXT; SHARPEN, ADJUST, ALIGN, ADDITIONAL LABOR, REFURBISH, POLISH, INSPECT & TEST
RS1825	BONE CURETTE; SHARPEN, ADJUST, ALIGN, REFURBISH, POLISH, INSPECT & TEST
RS1825-1	BONE CURETTE - BASIC; SHARPEN, CLEAN, INSPECT & TEST
RS1825-2	BONE CURETTE - EXT; SHARPEN, ADJUST, ALIGN, ADDITIONAL LABOR, REFURBISH, POLISH, INSPECT & TEST
RS1826	PROBE; ADJUST, ALIGN, REFURBISH, POLISH, INSPECT & TEST
RS1826-1	PROBE - BASIC; ADJUST, CLEAN, INSPECT & TEST
RS1826-2	PROBE - EXT; ADJUST, ALIGN, ADDITIONAL LABOR, REFURBISH, POLISH, INSPECT & TEST
RS1827	MICRO PROBE; ADJUST, ALIGN, REFURBISH, POLISH, INSPECT & TEST
RS1827-1	MICRO PROBE - BASIC; ADJUST, CLEAN, INSPECT & TEST
RS1827-2	MICRO PROBE - EXT; ADJUST, ALIGN, ADDITIONAL LABOR, REFURBISH, POLISH, INSPECT & TEST
RS1828	MICRO KNIVES; SHARPEN, ADJUST, ALIGN, REFURBISH, POLISH, INSPECT & TEST
RS1828-1	MICRO KNIVES - BASIC; SHARPEN, CLEAN, INSPECT & TEST
RS1828-2	MICRO KNIVES - EXT; SHARPEN, ADJUST, ALIGN, ADDITIONAL LABOR, REFURBISH, POLISH, INSPECT & TEST
RS1829	AMPUTATION KNIVES; SHARPEN, ADJUST, ALIGN, REFURBISH, POLISH, INSPECT & TEST
RS1829-1	AMPUTATION KNIVES - BASIC; SHARPEN, CLEAN, INSPECT & TEST
RS1829-2	AMPUTATION KNIVES - EXT ; SHARPEN,ADJUST, ALIGN, ADDITIONAL LABOR, REFURBISH, POLISH, INSPECT & TEST
RS1830	SWIVEL KNIFE; SHARPEN, ADJUST, ALIGN, REFURBISH, POLISH, INSPECT & TEST
RS1830-1	SWIVEL KNIFE - BASIC; SHARPEN, CLEAN, INSPECT & TEST
RS1830-2	SWIVEL KNIFE - EXT; SHARPEN, ADJUST, ALIGN, ADDITIONAL LABOR, REFURBISH, POLISH, INSPECT & TEST
RS1832	KLEPPINGER FORCEP ; ADJUST, ALIGN, REFURBISH, INSPECT & TEST
RS1832-2	KLEPPINGER FORCEP - LEVEL 1; ADJUST, ALIGN, ADDITIONAL LABOR / REPLACEMENT PARTS, REFURBISH, POLISH, INSPECT & TEST
RS1835	TOTAL HIP CURETTES ; SHARPEN, ADJUST, ALIGN, REFURBISH, POLISH, INSPECT & TEST
RS1835-1	TOTAL HIP CURETTES - BASIC; SHARPEN, CLEAN, INSPECT & TEST
RS1835-2	TOTAL HIP CURETTES - EXT; SHARPEN, ADJUST, ALIGN, ADDITIONAL LABOR, REFURBISH, POLISH, INSPECT & TEST
RS1836	D AND C CURETTES ; SHARPEN, ADJUST, ALIGN, REFURBISH, POLISH, INSPECT & TEST
RS1836-1	D AND C CURETTES - BASIC; SHARPEN, CLEAN, INSPECT & TEST
RS1836-2	D AND C CURETTES -EXT; SHARPEN, ADJUST, ALIGN, ADDITIONAL LABOR, REFURBISH, POLISH, INSPECT & TEST
RS1837	T AND A CURETTES ; SHARPEN, ADJUST, ALIGN, REFURBISH, POLISH, INSPECT & TEST
RS1837-1	T AND A CURETTES - BASIC ; SHARPEN, CLEAN, INSPECT & TEST
RS1837-2	T AND A CURETTES - EXT; SHARPEN, ADJUST, ALIGN, ADDITIONAL LABORS, REFURBISH, POLISH, INSPECT & TEST
RS1839	REPOT SS BIPOLAR FORCEP NO INSULATION; REPOT FORCEP, ADJUST, ALIGN, REFURBISH, CLEAN, INSPECT & TEST

RS1841	REPOT TITANIUM FCP W/ SUCTION ; REPOT FORCEP, ADJUST, ALIGN, REFURBISH, CLEAN, INSPECT & TEST
RS1843	REPOT SS BIPOLAR FORCEP NO INSULATION W/SUCTION; REPOT FORCEP, ADJUST, ALIGN, REFURBISH, CLEAN, INSPECT & TEST
RS1844	REPOT TITANIUM FORCEP NO INSULATION W/SUCTION; REPOT FORCEP, ADJUST, ALIGN, REFURBISH, CLEAN, INSPECT & TEST
RS1845	REPOT TITANIUM FORCEP NO INSULATION; REPOT FORCEP, ADJUST, ALIGN, REFURBISH, CLEAN, INSPECT & TEST
RS1846	BIPOLAR FORCEP; ADJUST, ALIGN, REFURBISH, POLISH, INSPECT & TEST
RS1846-1	BIPOLAR FORCEP - BASIC; ADJUST, CLEAN, INSPECT & TEST
RS1846-2	BIPOLAR FORCEP - EXT; ADJUST, ALIGN, ADDITIONAL LABOR/REPLACEMENT PARTS, REFURBISH, POLISH, INSPECT & TEST
RS1900	DRILL BITS ; ADJUST, ALIGN, REFURBISH, SHARPEN, CLEAN, POLISH, INSPECT & TEST
RS1900-1	DRILL BITS - BASIC; SHARPEN, CLEAN, INSPECT & TEST
RS2001	MIS INSTRUMENTS - LEVEL 1 ; MINIMALLY INVASIVE SURGERY INSTRUMENT REPAIR
RS2002	MIS INSTRUMENTS - LEVEL 2 ; MINIMALLY INVASIVE SURGERY INSTRUMENT REPAIR
RS2003	MIS INSTRUMENTS - LEVEL 3 ; MINIMALLY INVASIVE SURGERY INSTRUMENT REPAIR
RS2004	MIS INSTRUMENTS - LEVEL 4 ; MINIMALLY INVASIVE SURGERY INSTRUMENT REPAIR
RS2005	MIS INSTRUMENTS - LEVEL 5 ; MINIMALLY INVASIVE SURGERY INSTRUMENT REPAIR
RS2006	MIS INSTRUMENTS - LEVEL 6 ; MINIMALLY INVASIVE SURGERY INSTRUMENT REPAIR
RS2007	MIS INSTRUMENTS - LEVEL 7 ; MINIMALLY INVASIVE SURGERY INSTRUMENT REPAIR
RS2101	ENT-ADENOID PUNCH ; SHARPEN, ADJUST, ALIGN, REFURBISH, POLISH, INSPECT & TEST
RS2101-1	ENT-ADENOID PUNCH - BASIC; SHARPEN, CLEAN, INSPECT & TEST
RS2101-2	ENT-ADENOID PUNCH -EXT; SHARPEN, ADJUST, ALIGN, ADDITIONAL LABOR/REPLACEMENT PARTS, REFURBISH, POLISH, INSPECT & TEST
RS2108	ENT-NASAL DELICATES ; SHARPEN IF APPLICABLE, ADJUST, ALIGN, REFURBISH, POLISH, INSPECT & TEST
RS2108-1	ENT-NASAL DELICATES - BASIC; SHARPEN OR ADJUST, CLEAN, INSPECT & TEST
RS2108-2	ENT-NASAL DELICATES - EXT; SHARPEN IF APPLICABLE,ADJUST, ALIGN, ADDITIONAL LABOR/REPLACEMENT PARTS, REFURBISH, POLISH, INSPECT & TEST
RS2109	ENT-NASAL SEPTUM CUP FCPS ; SHARPEN, ADJUST, ALIGN, REFURBISH, POLISH, INSPECT & TEST
RS2109-1	ENT-NASAL SEPTUM CUP FCPS - BASIC; SHARPEN, CLEAN, INSPECT & TEST
RS2109-2	ENT-NASAL SEPTUM CUP FCPS - EXT; SHARPEN, ADJUST, ALIGN, ADDITIONAL LABOR/REPLACEMENT PARTS, REFURBISH, POLISH, INSPECT & TEST
RS2110	ENT-NASAL SEPTUM CUTTING FCPS; SHARPEN, ADJUST, ALIGN, REFURBISH, POLISH, INSPECT & TEST
RS2110-1	ENT-NASAL SEPTUM CUTTING FCPS - BASIC; SHARPEN, CLEAN, INSPECT & TEST
RS2110-2	ENT-NASAL SEPTUM CUTTING FCPS - EXT; SHARPEN, ADJUST, ALIGN, ADDITIONAL LABOR/REPLACEMENT PARTS, REFURBISH, POLISH, INSPECT & TEST
RS2111	ENT-NASAL SEPTUM SCISSOR; SHARPEN, ADJUST, ALIGN, REFURBISH, POLISH, INSPECT & TEST
RS2111-1	ENT-NASAL SEPTUM SCISSOR - BASIC; SHARPEN, CLEAN, INSPECT & TEST
RS2111-2	ENT-NASAL SEPTUM SCISSOR - EXT; SHARPEN, ADJUST, ALIGN, ADDITIONAL LABOR/REPLACEMENT PARTS, REFURBISH, POLISH, INSPECT & TEST
RS2112	TONSILLECTOMES ; SHARPEN, ADJUST, ALIGN, REFURBISH, POLISH, INSPECT & TEST
RS2112-1	TONSILLECTOMES - BASIC; SHARPEN, CLEAN, INSPECT & TEST
RS2112-2	TONSILLECTOMES - EXT; SHARPEN, ADJUST, ALIGN, ADDITIONAL LABOR/REPLACEMENT PARTS, REFURBISH, POLISH, INSPECT & TEST

RS2201	EYE CALIPER ; ADJUST, ALIGN, REFURBISH, POLISH, INSPECT & TEST
RS2201-1	EYE CALIPER - BASIC; ADJUST, CLEAN, INSPECT & TEST
RS2201-2	EYE CALIPER - EXT; ADJUST, ALIGN, ADDITIONAL LABOR, REFURBISH, POLISH, INSPECT & TEST
RS2220	EYE SPOONS/SPUDS ; ADJUST, ALIGN, REFURBISH, POLISH, INSPECT & TEST
RS2220-1	EYE SPOONS/SPUDS -BASIC; ADJUST, CLEAN, INSPECT & TEST
RS2220-2	EYE SPOONS/SPUDS -EXT; ADJUST, ALIGN, ADDITIONAL LABORS, REFURBISH, POLISH, INSPECT & TEST
RS2221	EYE SPATULAS ; ADJUST, ALIGN, REFURBISH, POLISH, INSPECT & TEST
RS2221-1	EYE SPATULAS -BASIC; ADJUST, CLEAN, INSPECT & TEST
RS2221-2	EYE SPATULAS -EXT; ADJUST, ALIGN, ADDITIONAL LABOR, REFURBISH, POLISH, INSPECT & TEST
RS2222	EYE MANIPULATORS; ADJUST, ALIGN, REFURBISH, POLISH, INSPECT & TEST
RS2222-1	EYE MANIPULATORS -BASIC; ADJUST, CLEAN, INSPECT & TEST
RS2222-2	EYE MANIPULATORS -EXT; ADJUST, ALIGN, ADDITIONAL LABOR/REPLACEMENT PARTS, REFURBISH, POLISH, INSPECT & TEST
RS2506	TROCARS AND CANNULAS, OB/GYN ; SHARPEN, ADJUST, ALIGN, REFURBISH, POLISH, INSPECT & TEST
RS2506-1	TROCARS AND CANNULAS, OB/GYN - BASIC; SHARPEN, CLEAN, INSPECT & TEST
RS2506-2	TROCARS AND CANNULAS, OB/GYN - EXT; SHARPEN, ADJUST, ALIGN, ADDITIONAL LABOR/REPLACEMENT PARTS, REFURBISH, POLISH, INSPECT & TEST
RS2609	NF/MISC-HAND HELD DRILLS; SHARPEN IF APPLICABLE, ADJUST, ALIGN, REFURBISH, POLISH, INSPECT & TEST
RS2610	KNIFE HANDLES ; ADJUST, ALIGN, REFURBISH, POLISH, INSPECT & TEST
RS2612	NF/MISC-MALLETS; ADJUST, ALIGN, REFURBISH, POLISH, REMOVE ROUGH EDGES, INSPECT & TEST
RS2612-1	NF/MISC-MALLETS - BASIC; ADJUST, CLEAN, INSPECT & TEST
RS2612-2	NF/MISC-MALLETS - EXT; ADJUST, ALIGN, REMOVE ROUGH EDGES, ADDITIONAL LABOR/REPLACEMENT PARTS, REFURBISH, POLISH, INSPECT & TEST
RS2612-A	MALLET LEVEL 1; ADJUST, ALIGN, REFURBISH, REPLACEMENT OF NYLON HEAD, CLEAN, POLISH, INSPECT & TEST
RS2612-B	MALLET LEVEL 2; ADJUST, ALIGN, REFURBISH, REPLACEMENT OF TWO INSERTS, CLEAN, POLISH, INSPECT & TEST
RS2613	NF/MISC-NAIL CLIPPERS/NIPPERS ; SHARPEN, ADJUST, ALIGN, REFURBISH, POLISH, INSPECT & TEST
RS2613-1	NF/MISC-NAIL CLIPPERS/NIPPERS - BASIC; SHARPEN, CLEAN, INSPECT & TEST
RS2613-2	NF/MISC-NAIL CLIPPERS/NIPPERS - EXT; SHARPEN,ADJUST, ALIGN, ADDITIONAL LABOR/REPLACEMENT PARTS, REFURBISH, POLISH, INSPECT & TEST
RS2613-A	NF/MISC-NAIL CLIPPERS/NIPPERS LEVEL 1; SHARPEN, ADJUST, ALIGN, REFURBISH, ADDITIONAL MINOR LABOR, INSPECT & TEST
RS2613-B	NF/MISC-NAIL CLIPPERS/NIPPERS LEVEL 2; SHARPEN, ADJUST, ALIGN, REFURBISH, ADDITIONAL MODERATE LABOR, CLEAN, INSPECT & TEST
RS2613-C	NF/MISC-NAIL CLIPPERS/NIPPERS LEVEL 3; SHARPEN, ADJUST, ALIGN, REFURBISH, ADDITIONAL EXTENSIVE LABOR, CLEAN, INSPECT & TEST
RS2613-D	NF/MISC-NAIL CLIPPERS/NIPPERS LEVEL 4; SHARPEN, ADJUST, ALIGN, REFURBISH, ADDITIONAL MINOR LABOR, PARTS REPLACEMENT INSPECT & TEST
RS2613-E	NF/MISC-NAIL CLIPPERS/NIPPERS LEVEL 5; SHARPEN, ADJUST, ALIGN, REFURBISH, ADDITIONAL MODERATE LABOR, PARTS REPLACEMENT CLEAN, INSPECT & TEST
RS2613-F	NF/MISC-NAIL CLIPPERS/NIPPERS LEVEL 6; SHARPEN, ADJUST, ALIGN, REFURBISH, ADDITIONAL EXTENSIVE LABOR, PARTS REPLACEMENT, CLEAN, INSPECT & TEST
RS2615	BONE TAMP; SHARPEN, ADJUST, ALIGN, REFURBISH, POLISH, INSPECT & TEST
RS2615-1	BONE TAMP - BASIC; SHARPEN, CLEAN, INSPECT & TEST
RS2615-2	BONE TAMP - EXT; SHARPEN, ADJUST, ALIGN, ADDITIONAL LABORS, REFURBISH, POLISH, INSPECT & TEST

RS2616	DOUBLE ENDED RASP; SHARPEN, ADJUST, ALIGN, REFURBISH, POLISH, INSPECT & TEST
RS2616-1	DOUBLE ENDED RASP - BASIC; SHARPEN, CLEAN, INSPECT & TEST
RS2616-2	DOUBLE ENDED RASP - EXT; SHARPEN,ADJUST, ALIGN, ADDITIONAL LABORS, REFURBISH, POLISH, INSPECT & TEST
RS2617	SINGLE ENDED RASP; SHARPEN, ADJUST, ALIGN, REFURBISH, POLISH, TEST & INSPECT
RS3000	COLOR CODING ; SINGLE DIP OF COLOR CODING APPLICATION
RS3002	COLOR CODING - TWO COLORS ; DOUBLE DIP OF COLOR CODING APPLICATION
RS3003	COLOR CODING - THREE COLORS ; TRIPLE DIP OF COLOR CODING APPLICATION
RS3009	REMOVE COLOR CODE; REMOVAL OF COLOR CODE APPLICATION FROM SURGICAL INSTRUMENT
RS3010	REMOVE CC TAPE; REMOVAL OF COLOR CODE TAPING FROM SURGICAL INSTRUMENT
RS3011	APPLY CC TAPE; SINGLE COLOR OF COLOR CODING TAPE
RS3014	APPLY COLOR CODE TAPE - TWO COLOR ; DOUBLE COLOR OF COLOR CODING TAPE
RS3500	CORROSION REMOVAL ; REMOVAL OF CORROSION BUILD UP ON SURGICAL INSTRUMENT
RS3503	GENERAL INSTRUMENTS; SHARPEN IF APPLICABLE, ADJUST, ALIGN, REFURBISH, POLISH, INSPECT & TEST
RS3503-1	GENERAL INSTRUMENTS - BASIC; SHARPEN OR ADJUST, CLEAN, INSPECT & TEST
RS3503-2	GENERAL INSTRUMENTS - EXT; SHARPEN IF APPLICABLE, ADJUST, ALIGN, ADDITIONAL LABOR/REPLACEMENT PARTS, REFURBISH, POLISH, INSPECT & TEST
RS3504	INSTRUMENT RESTORATION ; ULTRASONIC / CLEAN / POLISH OF COMPLETE INSTRUMENT, INSPECT & TEST
RS3507	GYN INSTRUMENTS ; SHARPEN IF APPLICABLE, ADJUST, ALIGN, REFURBISH, POLISH, INSPECT & TEST
RS3507-1	GYN INSTRUMENTS - BASIC; SHARPEN OR ADJUST, CLEAN, INSPECT & TEST
RS3507-2	GYN INSTRUMENTS - EXT; SHARPEN IF APPLICABLE,ADJUST, ALIGN, ADDITIONAL LABOR/REPLACEMENT PARTS, REFURBISH, POLISH, INSPECT & TEST
RS3508	MICRO INSTRUMENTS ; SHARPEN IF APPLICABLE, ADJUST, ALIGN, REFURBISH, POLISH, INSPECT & TEST
RS3508-1	MICRO INSTRUMENTS - BASIC; SHARPEN OR ADJUST, CLEAN, INSPECT & TEST
RS3508-2	MICRO INSTRUMENTS - EXT; SHARPEN IF APPLICABLE,ADJUST, ALIGN, ADDITIONAL LABOR/REPLACEMENT PARTS, REFURBISH, POLISH, INSPECT & TEST
RS3509	ORTHO SHARPS ; SHARPEN, ADJUST, ALIGN, REFURBISH, POLISH, INSPECT & TEST
RS3509-1	ORTHO SHARPS - BASIC; SHARPEN, CLEAN, INSPECT & TEST
RS3509-2	ORTHO SHARPS - EXT; SHARPEN, ADJUST, ALIGN, ADDITIONAL LABOR/REPLACEMENT PARTS, REFURBISH, POLISH, INSPECT & TEST
RS3510	NEURO SHARPS; SHARPEN, ADJUST, ALIGN, REFURBISH, POLISH, INSPECT & TEST
RS3510-1	NEURO SHARPS - BASIC; SHARPEN, CLEAN, INSPECT & TEST
RS3510-2	NEURO SHARPS - EXT; SHARPEN, ADJUST, ALIGN, ADDITIONAL LABOR/REPLACEMENT PARTS, REFURBISH, POLISH, INSPECT & TEST
RS4000	INSTRUMENT TRAY - PER INSTRUMENT; SHARPEN IF APPLICABLE, ADJUST, ALIGN, REFURBISH, POLISH, INSPECT & TEST
RS4010	MICRO INSTRUMENT TRAY - PER INST; SHARPEN IF APPLICABLE, ADJUST, ALIGN, REFURBISH, POLISH, INSPECT & TEST
RS5000	WELD (EACH)
RS5001	WELDING LEVEL 1
RS5002	WELDING LEVEL 2
RS5003	WELDING LEVEL 3
RS5004	PREVENTATIVE MAINTENANCE

RS5005	ALIGN & ADJUST
RS5006	TAPE REMOVAL
RS5007	HINGE REPAIR
RS5008	REPAIR LOCKS
RS5009	REPLACE CASTERS
RS5010	REPLACE WHEELS
RS5011	DENT REMOVAL LEVEL 1
RS5012	DENT REMOVAL LEVEL 2
RS5013	DENT REMOVAL LEVEL 3
RS5014	MINOR REFURBISHMENT
RS5015	MAJOR REFURBISHMENT
RS5016	REPAIR LEVEL 1
RS5017	REPAIR LEVEL 2
RS5018	REPAIR LEVEL 3
RS5019	REPAIR LEVEL 4
RS5020	ARM PAD REPLACEMENT
RS5021	BRAKE SERVICE
RS5023	HAND GRIPS
RS5024	REPLACE BUMPER
RS5027	COMPLETE REFURBISHMENT
RS5040	INSTALL NEW CASTERS - SMALL; REPLACEMENT OF CASTERS ON MISC EQUIPMENT, LABOR, INSPECT & TEST
RS5050	INSTALL NEW DOOR LATCH; REPLACEMENT OF DOOR LATCH ON CASE CART, LABOR, INSPECT & TEST
RS6000	MARKING / IDENTIFY / DATABASE ; MARKING / IDENTIFY / DATABASE OF SURGICAL INSTRUMENTS
RS6001	SURGICAL INSTRUMENT MARKING ; SURGICAL INSTRUMENT MARKING
RS6002	IDENTIFICATION/ DATABASE ENTRY ; IDENTIFICATION/ DATABASE ENTRY OF SURGICAL INSTRUMENTS
RS6003	ASSET TAGGING RFID PASSIVE TAG APPLICATION/ASSOCIATION; RFID PASSIVE TAG APPLICATION/ASSOCIATION
RS6004	SURGICAL INSTR RFID TAGGING
RS7000	CONTAINER - GASKET, MINI; GASKET REPLACEMENT OF CONTAINER
RS7001	CONTAINER - GASKET, QUARTER; GASKET REPLACEMENT OF CONTAINER LID
RS7002	CONTAINER - GASKET, HALF; GASKET REPLACEMENT OF CONTAINER LID
RS7003	CONTAINER - GASKET, MEDIUM; GASKET REPLACEMENT OF CONTAINER LID
RS7004	CONTAINER - GASKET, FULL; GASKET REPLACEMENT OF CONTAINER LID
RS7005	CONTAINER - GASKET, ENDO; GASKET REPLACEMENT OF CONTAINER LID
RS7006	CONTAINER - GASKET, RETRACTOR; GASKET REPLACEMENT OF CONTAINER LID
RS7007	CONTAINER - UPPER LATCH PLATE; UPPER LATCH PLATE REPLACMEMENT OF CONTAINER LID
RS7008	CONTAINER - LOWER LATCH, OLD; LOWER LATCH REPLACEMENT OF CONTAINER LID
RS7009	CONTAINER - LOWER LATCH, NEW S; HALF LOWER LATCH REPLACEMENT OF CONTAINER
RS7010	CONTAINER - LOWER LATCH, NEW S LATCH ASSEMBLY UPGRADE MID; MID LOWER LATCH REPLACEMENT OF CONTAINER
RS7011	CONTAINER - LATCH ASSEMBLY UPG; LATCH ASSEMBLY REPLACMENT OF CONTAINER
RS7012	SINGLE ACTION LATCH RPLMT SERVICE NO LONGER PROVIDED; SINGLE ACTION LATCH REPLACEMENT OF CONTAINER

RS7013	CONTAINER - REPAIR BENT CONTAI; ADJUST, ALIGN CONTAINER
RS7014	CONTAINER - MINI LATCH REPLACE; DA MINI CONTAINER LTCH RPLMT
RS7015	CONTAINER - RETENTION PLATE RE RETENTION PLATE RESHAPING; RETENTION PLATE REPLACEMENT OF CONTAINER
RS7016	CONTAINER - REPLACE TOP RETENT; TOP RETENTION PLATE REPLACEMENT OF CONTAINER
RS7017	CONTAINER-REPLACE BOTTOM RETEN; BOTTOM RENETION PLACE REPLACEMENT OF CONTAINER
RS7018	CONTAINER - REPLACE IP RETENTI RETENTION PLATE RPLMT IP; REPLACEMENT OF IP RETENTION PLATE
RS7019	CONTAINER - REPLACE MINI RETEN; RETENTION PLATE RPLMT MINI
RS7022	CONTAINER - BURR REMOVAL; REMOVAL OF ALL BURRS ON CONTAINER
RS7024	CONTAINER - DENT REMOVAL; ADJUST, ALIGN, REMOVAL ALL DENTS ON CONTAINER
RS7025	CONTAINER - STUD NUT REPLACEME; STUD NUT REPLACEMENT OF CONTAINER
RS7026	CONTAINER - HANDLE REPLACEMENT S; SHORT HANDLE REPLACMENT OF CONTAINER
RS7027	CONTAINER - HANDLE REPLACEMENT; STANDARD HANDLE REPLACEMENT OF CONTAINER
RS7030	CONTAINER - HANDLE REPLACEMENT HNDLE REPLACEMENT ENDO; ENDO HANDLE REPLACEMENT OF CONTAINER
RS7031	CONTAINER - E-CLIP REPLACEMENT; E-CLIP REPLACEMENT OF CONTAINER
RS7033	CONTAINER - REPLACE HEX NUT; HEX NUT REPLACEMENT OF CONTAINER
RS7056	ID/ ADHESIVE REMOVAL ; REMOVAL OF IDENTIFICATION AND OR ADHESIVE
RS7060	STUD NUT REPLACEMENT ; REPLACEMENT OF STUD NUT ON CONTAINER
RS7083	CONTAINER - UPPER LATCH REPLAC; UPPER LATCH REPLACMENT ON ENDO CONTAINER
RS8001	SCREW REPLACEMENT ; REPLACEMENT OF SCREW ON SURGICAL INSTRUMENT
RS8002	SPRING REPLACEMENT ; REPLACEMENT OF SPRING ON SURGICAL INSTRUMENT
RS8003	PIN REPLACEMENT ; REPLACEMENT OF PIN ON SURGICAL INSTRUMENT
RS8019	TROCAR REPAIR; SHARPEN, ADJUST, ALIGN, REFURBISH, POLISH, INSPECT & TEST
RS8019-1	TROCARE REPAIR - BASIC; SHARPEN, CLEAN, INSPECT & TEST
RS8019-2	TROCAR REPAIR - EXT; SHARPEN, ADJUST, ALIGN, ADDITIONAL LABOR, REFURBISH, POLISH, INSPECT & TEST
RS8052	SHEATH DENT REMOVAL; ADJUST, ALIGN, REFURBISH, POLISH, INSPECT & TEST
RS8052-1	SHEATH DENT REMOVAL - BASIC; ADJUST, CLEAN, INSPECT & TEST
RS8052-2	SHEATH DENT REMOVAL -EXT; ADJUST, ALIGN, ADDITIONAL LABOR/REPLACEMENT PARTS, REFURBISH, POLISH, INSPECT & TEST
RS9001	MICRO EYE CALIPER; ADJUST, ALIGN, REFURBISH, POLISH, INSPECT & TEST
RS9001-1	MICRO EYE CALIPER - BASIC; ADJUST, CLEAN, INSPECT & TEST
RS9001-2	MICRO EYE CALIPER - EXT; ADJUST, ALIGN, ADDITIONAL LABOR, REFURBISH, POLISH, INSPECT & TEST
RS9003	ARTHROSCOPIC PUNCHES; ADJUST, ALIGN, SHARPEN, REFURBISH, POLISH, INSPECT & TEST
RS9003-1	ARTHROSCOPIC PUNCHES - BASIC; SHARPEN, CLEAN, INSPECT & TEST
RS9003-2	ARTHROSCOPIC PUNCHES - EXT; SHARPEN,ADJUST, ALIGN, ADDITIONAL LABOR/REPLACEMENT PARTS, REFURBISH, POLISH, INSPECT & TEST
RS9003-A	ARTHROSCOPIC PUNCHES LEVEL 1; SHARPEN, ADJUST, ALIGN, REFURBISH, ADDITIONAL MINOR LABOR, INSPECT & TEST
RS9003-B	ARTHROSCOPIC PUNCHES LEVEL 2; SHARPEN, ADJUST, ALIGN, REFURBISH, ADDITIONAL MODERATE LABOR, CLEAN, INSPECT & TEST
RS9003-C	ARTHROSCOPIC PUNCHES LEVEL 3; SHARPEN, ADJUST, ALIGN, REFURBISH, ADDITIONAL EXTENSIVE LABOR, CLEAN, INSPECT & TEST

RS9003-D	ARTHROSCOPIC PUNCHES LEVEL 4; SHARPEN, ADJUST, ALIGN, REFURBISH, ADDITIONAL MINOR LABOR, PARTS REPLACEMENT INSPECT & TEST
RS9003-E	ARTHROSCOPIC PUNCHES LEVEL 5; SHARPEN, ADJUST, ALIGN, REFURBISH, ADDITIONAL MODERATE LABOR, PARTS REPLACEMENT CLEAN, INSPECT & TEST
RS9003-F	ARTHROSCOPIC PUNCHES LEVEL 6; SHARPEN, ADJUST, ALIGN, REFURBISH, ADDITIONAL EXTENSIVE LABOR, PARTS REPLACEMENT, CLEAN, INSPECT & TEST
RS9005	ARTHROSCOPIC SCISSORS ; ADJUST, ALIGN, SHARPEN, REFURBISH, POLISH, INSPECT & TEST
RS9005-1	ARTHROSCOPIC SCISSORS - BASIC; SHARPEN, CLEAN, INSPECT & TEST
RS9005-2	ARTHROSCOPIC SCISSORS - EXT; SHARPEN,ADJUST, ALIGN, ADDITIONAL LABOR/REPLACEMENT PARTS, REFURBISH, POLISH, INSPECT & TEST
RS9005-A	ARTHROSCOPIC SCISSORS LEVEL 1; SHARPEN, ADJUST, ALIGN, REFURBISH, ADDITIONAL MINOR LABOR, INSPECT & TEST
RS9005-B	ARTHROSCOPIC SCISSORS LEVEL 2; SHARPEN, ADJUST, ALIGN, REFURBISH, ADDITIONAL MODERATE LABOR, CLEAN, INSPECT & TEST
RS9005-C	ARTHROSCOPIC SCISSORS LEVEL 3; SHARPEN, ADJUST, ALIGN, REFURBISH, ADDITIONAL EXTENSIVE LABOR, CLEAN, INSPECT & TEST
RS9005-D	ARTHROSCOPIC SCISSORS LEVEL 4; SHARPEN, ADJUST, ALIGN, REFURBISH, ADDITIONAL MINOR LABOR, PARTS REPLACEMENT INSPECT & TEST
RS9005-E	ARTHROSCOPIC SCISSORS LEVEL 5; SHARPEN, ADJUST, ALIGN, REFURBISH, ADDITIONAL MODERATE LABOR, PARTS REPLACEMENT CLEAN, INSPECT & TEST
RS9005-F	ARTHROSCOPIC SCISSORS LEVEL 6; SHARPEN, ADJUST, ALIGN, REFURBISH, ADDITIONAL EXTENSIVE LABOR, PARTS REPLACEMENT, CLEAN, INSPECT & TEST
RS9006	ARTHROSCOPIC HOOK ; ADJUST, ALIGN, REFURBISH, CLEAN, POLISH, INSPECT & TEST
RS9006-1	ARTHOSCOPIC HOOK - BASIC ; ADJUST, CLEAN, INSPECT & TEST
RS9006-2	ARTHOSCOPIC HOOK - EXT; ADJUST, ALIGN, ADDITIONAL LABOR/REPLACEMENT PARTS, REFURBISH, POLISH, INSPECT & TEST
RS9007	ARTHROSCOPIC INTRA-ARTICULAR G ; ADJUST, ALIGN, REFURBISH, CLEAN, POLISH, INSPECT & TEST
RS9007-1	ARTHROSCOPIC INTRA-ARTICULAR G - BASIC; BASIC - ADJUST, CLEAN, INSPECT & TEST
RS9007-2	ARTHROSCOPIC INTRA-ARTICULAR G - EXT; EXT - ADJUST, ALIGN, ADDITIONAL LABOR/REPLACEMENT PARTS, REFURBISH, POLISH, INSPECT & TEST
RS9007-A	ARTHROSCOPIC INTRA-ARTICULAR G LEVEL 1; LEVEL 1 - ADJUST, ALIGN, REFURBISH, ADDITIONAL MINOR LABOR, INSPECT & TEST
RS9007-B	ARTHROSCOPIC INTRA-ARTICULAR G LEVEL 2; LEVEL 2 - ADJUST, ALIGN, REFURBISH, ADDITIONAL MODERATE LABOR, CLEAN, INSPECT & TEST
RS9007-C	ARTHROSCOPIC INTRA-ARTICULAR G LEVEL 3; LEVEL 3 - ADJUST, ALIGN, REFURBISH, ADDITIONAL EXTENSIVE LABOR, CLEAN, INSPECT & TEST
RS9007-D	ARTHROSCOPIC INTRA-ARTICULAR G LEVEL 4; LEVEL 4 - ADJUST, ALIGN, REFURBISH, ADDITIONAL MINOR LABOR, PARTS REPLACEMENT INSPECT & TEST
RS9007-E	ARTHROSCOPIC INTRA-ARTICULAR G LEVEL 5; LEVEL 5 - ADJUST, ALIGN, REFURBISH, ADDITIONAL MODERATE LABOR, PARTS REPLACEMENT CLEAN, INSPECT & TEST
RS9007-F	ARTHROSCOPIC INTRA-ARTICULAR G LEVEL 6; LEVEL 6 - ADJUST, ALIGN, REFURBISH, ADDITIONAL EXTENSIVE LABOR, PARTS REPLACEMENT, CLEAN, INSPECT & TEST
RS9008	ARTHROSCOPIC KNIFE ; ADJUST, ALIGN, SHARPEN, REFURBISH, POLISH, INSPECT & TEST
RS9008-1	ARTHROSCOPIC KNIFE - BASIC ; SHARPEN, CLEAN, INSPECT & TEST
RS9008-2	ARTHROSCOPIC KNIFE - EXT; SHARPEN, ADJUST, ALIGN, ADDITIONAL LABOR/REPLACEMENT PARTS, REFURBISH, POLISH, INSPECT & TEST
RS9009	ARTHROSCOPIC FORCEPS ; ADJUST, ALIGN, REFURBISH, CLEAN, POLISH, INSPECT & TEST
RS9009-1	ARTHROSCOPIC FORCEPS - BASIC; ADJUST, CLEAN, INSPECT & TEST
RS9009-2	ARTHROSCOPIC FORCEPS - EXT; ADJUST, ALIGN, ADDITIONAL LABOR/REPLACEMENT PARTS, REFURBISH, POLISH, INSPECT & TEST

RS9009-A	ARTHROSCOPIC FORCEPS LEVEL 1; ADJUST, ALIGN, REFURBISH, ADDITIONAL MINOR LABOR, INSPECT & TEST
RS9009-B	ARTHROSCOPIC FORCEPS LEVEL 2; ADJUST, ALIGN, REFURBISH, ADDITIONAL MODERATE LABOR, CLEAN, INSPECT & TEST
RS9009-C	ARTHROSCOPIC FORCEPS LEVEL 3; ADJUST, ALIGN, REFURBISH, ADDITIONAL EXTENSIVE LABOR, CLEAN, INSPECT & TEST
RS9009-D	ARTHROSCOPIC FORCEPS LEVEL 4; ADJUST, ALIGN, REFURBISH, ADDITIONAL MINOR LABOR, PARTS REPLACEMENT INSPECT & TEST
RS9009-E	ARTHROSCOPIC FORCEPS LEVEL 5; ADJUST, ALIGN, REFURBISH, ADDITIONAL MODERATE LABOR, PARTS REPLACEMENT CLEAN, INSPECT & TEST
RS9009-F	ARTHROSCOPIC FORCEPS LEVEL 6; ADJUST, ALIGN, REFURBISH, ADDITIONAL EXTENSIVE LABOR, PARTS REPLACEMENT, CLEAN, INSPECT & TEST
RS9010	VERRES / ASPIRATION NEEDLES ; ADJUST, ALIGN, REFUBISH, SHARPEN, POLISH, INSPECT & TEST
RS9010-1	VERRES / ASPIRATION NEEDLE - BASIC; SHARPEN, CLEAN, INSPECT & TEST
RS9010-2	VERRES / ASPIRATION NEEDLES - EXT; SHARPEN,ADJUST, ALIGN, ADDITIONAL LABOR, REFURBISH, POLISH, INSPECT & TEST
RS9010-3	VERRES / ASPIRATION NEEDLE - LEVEL 1; ADJUST, ALIGN, REFURBISH, REPLACE NEEDLE , POLISH, INSPECT & TEST
RS9012	MICRO RONGEURS ; ADJUST, ALIGN, SHARPEN, REFURBISH, POLISH, INSPECT & TEST
RS9012-1	MICRO RONGEURS - BASIC; SHARPEN, CLEAN, INSPECT & TEST
RS9012-2	MICRO RONGEURS - EXT; SHARPEN, ADJUST, ALIGN, ADDITIONAL LABOR/REPLACEMENT PARTS, REFURBISH, POLISH, INSPECT & TEST
RS9012-A	MICRO RONGEURS LEVEL 1; SHARPEN, ADJUST, ALIGN, REFURBISH, ADDITIONAL MINOR LABOR, INSPECT & TEST
RS9012-B	MICRO RONGEURS LEVEL 2; SHARPEN, ADJUST, ALIGN, REFURBISH, ADDITIONAL MODERATE LABOR, CLEAN, INSPECT & TEST
RS9012-C	MICRO RONGEURS LEVEL 3; SHARPEN, ADJUST, ALIGN, REFURBISH, ADDITIONAL EXTENSIVE LABOR, CLEAN, INSPECT & TEST
RS9012-D	MICRO RONGEURS LEVEL 4; SHARPEN, ADJUST, ALIGN, REFURBISH, ADDITIONAL MINOR LABOR, PARTS REPLACEMENT INSPECT & TEST
RS9012-E	MICRO RONGEURS LEVEL 5; SHARPEN,ADJUST, ALIGN, REFURBISH, ADDITIONAL MODERATE LABOR, PARTS REPLACEMENT CLEAN, INSPECT & TEST
RS9012-F	MICRO RONGEURS LEVEL 6; SHARPEN, ADJUST, ALIGN, REFURBISH, ADDITIONAL EXTENSIVE LABOR, PARTS REPLACEMENT, CLEAN, INSPECT & TEST
RS9013	MICRO PICK ; ADJUST, ALIGN, REFUBISH, SHARPEN, POLISH, INSPECT & TEST
RS9013 - 2	MICRO PICK - EXT ; SHARPEN, ADJUST, ALIGN, ADDITIONAL LABOR, REFURBISH, POLISH, INSPECT & TEST
RS9013-1	MICRO PICK - BASIC; SHARPEN, CLEAN, INSPECT & TEST
RS9015	CALIPER; SHARPEN, ADJUST, ALIGN, REFUBISH, POLISH, INSPECT & TEST
RS9015-1	CALIPER - BASIC; SHARPEN, CLEAN, INSPECT & TEST
RS9015-2	CALIPER - EXT; SHARPEN, ADJUST, ALIGN, ADDITIONAL LABOR, REFURBISH, POLISH, INSPECT & TEST
RS9051	SPECIALTY QUOTED REPAIR LEVEL 1; REPAIR OF MISC SURGICAL INSTRUMENT
RS9052	SPECIALTY QUOTED REPAIR LEVEL 2; REPAIR OF MISC SURGICAL INSTRUMENT
RS9053	SPECIALTY QUOTED REPAIR LEVEL 3; REPAIR OF MISC SURGICAL INSTRUMENT
RS9054	SPECIALTY QUOTED REPAIR LEVEL 4; REPAIR OF MISC SURGICAL INSTRUMENT
RS9055	SPECIALTY QUOTED REPAIR LEVEL 5; REPAIR OF MISC SURGICAL INSTRUMENT
RS9056	SPECIALTY QUOTED REPAIR LEVEL 6; REPAIR OF MISC SURGICAL INSTRUMENT
RS9057	SPECIALTY QUOTED REPAIR LEVEL 7; REPAIR OF MISC SURGICAL INSTRUMENT
RS9058	SPECIALTY QUOTED REPAIR LEVEL 8; REPAIR OF MISC SURGICAL INSTRUMENT
RS9059	SPECIALTY QUOTED REPAIR LEVEL 9; REPAIR OF MISC SURGICAL INSTRUMENT
RS9060	SPECIALTY QUOTED REPAIR LEVEL 10; REPAIR OF MISC SURGICAL INSTRUMENT

RS9061	SPECIALTY QUOTED REPAIR LEVEL 11; REPAIR OF MISC SURGICAL INSTRUMENT
RS9062	SPECIALTY QUOTED REPAIR LEVEL 12; REPAIR OF MISC SURGICAL INSTRUMENT
RS9063	SPECIALTY QUOTED REPAIR LEVEL 13; REPAIR OF MISC SURGICAL INSTRUMENT
RX1718	ACUFEX ARTHRO SUB REPLACEMENT; REPAIR / EXCHANGE
RX1720	SNOWDEN PENCER SHORT SHAFT; REPAIR / EXCHANGE
RX1721	SNOWDEN PENCER LONG SHAFT; REPAIR / EXCHANGE
RX1730	DETACH SHAFT EXCHANGE REPAIR / EXCHANGE; REPAIR / EXCHANGE
RX1832	KLEPPINGER FORCEP - SHORT; REPAIR / EXCHANGE
RX1833	KLEPPINGER FORCEP - LONG; REPAIR / EXCHANGE
RX1834	KLEPPINGER FORCEP - INSULATION; REPAIR / EXCHANGE
RX1838	REPOT SS BP FCP W/ INSULATION; REPAIR / EXCHANGE
RX1839	REPOT SS BIPOLAR FORCEP W/SUCT; REPAIR / EXCHANGE
RX1840	REPOT SS BIPOLAR FORCEP W/INS; REPAIR / EXCHANGE
RX1841	REPOT TITANIUM FCP W/ SUCTION; REPAIR / EXCHANGE
RX1842	REPOT TITANIUM FCP W/INS AND S; REPAIR / EXCHANGE
RX1843	INSULATED TISSUE FCP EXCHANGE REPAIR / EXCHANGE; REPAIR / EXCHANGE
RX2213	FLEXIBLE GRASPER AND PUNCH REPAIR / EXCHANGE
RX8011	LAP SHAFT EXCHANGE; REPAIR / EXCHANGE
RX8012	LAP SHFT INSULATION W/SUC EXCHANGE; REPAIR / EXCHANGE
RX8013	LAP HANDLE INSULATION EXCHANGE; REPAIR / EXCHANGE
RX8013A	LAP HANDLE EXCHANGE; REPAIR / EXCHANGE
RX8014	LAP CLICKLINE EXCHANGE REPAIR / EXCHANGE - REINSULATE; REPAIR / EXCHANGE
RX8015	LAP CLICKLINE EXCHANGE REPAIR / EXCHANGE - REPLACE TUBE & REINSULATE; REPAIR / EXCHANGE - REPLACE TUBE AND REINSULATE
RX8018	LAP GRASPER EXCHANGE REBUILD; REPAIR / EXCHANGE
RX8030	AIR HOSE EXCHANGE; REPAIR / EXCHANGE
RX9070	BATTERY EXCHANGE; REPAIR / EXCHANGE

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	☐ PBE	☐ VET	☐DVET	☐ ESB
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:	Northfield Medical, Inc.	
(Include d.b.a., if applicable)		
Street Address:	30275 Hudson Dr	**Website: www.northfieldmedical.com**
City, State and Zip Code:	Novi, MI 48377	**POC Name: Claudette Omiecinski** **Email: Claudette.Omiecinski@northfieldmedical.com**
Telephone No:	855- 667- 4831	**Fax No: 248- 268- 2242**
Nevada Local Street Address: **(If different from above)**		**Website:**
City, State and Zip Code:		**Local Fax No:**
Local Telephone 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 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.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)

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/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 | Lane Tomlinson (Print Name)

VP Sales (Title) | 12/18/19 (Date)

DISCLOSURE OF RELATIONSHIP

List any disclosures below:
(Mark N/A, if not applicable.)

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF UMC* EMPLOYEE/OFFICIAL AND JOB TITLE	RELATIONSHIP TO UMC* EMPLOYEE/OFFICIAL	UMC* EMPLOYEE'S/OFFICIAL'S DEPARTMENT

* UMC employee means an employee of University Medical Center of Southern Nevada

"Consanguinity" is a relationship by blood. "Affinity" is a relationship by marriage.

"To the second degree of consanguinity" applies to the candidate's first and second degree of blood relatives as follows:

- Spouse – Registered Domestic Partners – Children – Parents – In-laws (first degree)
- Brothers/Sisters – Half-Brothers/Half-Sisters – Grandchildren – Grandparents – In-laws (second degree)

For UMC Use Only:

If any Disclosure of Relationship is noted above, please complete the following:

☐ Yes ☐ No Is the UMC employee(s) noted above involved in the contracting/selection process for this particular agenda item?

☐ Yes ☐ No Is the UMC employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

_____
Signature

_____
Print Name
Authorized Department Representative

January 2, 2020

Fran Heiy
Management Analyst - Contracts
University Medical Center of Southern Nevada
1800 W. Charleston Blvd.
Las Vegas, NV 89102

Re: Request for competitive bidding information regarding Instrument Repair Services.

Dear Ms. Heiy:

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 Instrument Repair Services. 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 on-line 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 Instrument Repair Services. HealthTrust issued RFPs and received proposals from identified suppliers in the Instrument Repair Services category. Contracts were executed with Stryker, Steris, US Medical Systems, Aesculap, Total Scope, Northfield Medical, Mobile Instrument, and Karl Storz in March of 2018. I hope this satisfies your request. Please contact me with any additional questions.

Sincerely,

Craig Dabbs
Account Director, Member Services

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD AUDIT AND FINANCE COMMITTEE
AGENDA ITEM

Issue:	**Ryan White Provider Agreement with Alireza Farabi, M.D., PC**	**Back-up:**
Petitioner:	Jennifer Wakem, Chief Financial Officer	**Clerk Ref. #**

Recommendation:
That the Governing Board Audit and Finance Committee review and recommend for approval by the Governing Board the Provider Agreement between Alireza Farabi, M.D., PC and University Medical Center of Southern Nevada for primary care and infectious disease medical services to Ryan White participants; authorize the Chief Executive Officer to exercise any extension options; and take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund Number: 5420.000 ($948,000) and 5421.006 ($948,000)
Fund Name: UMC Operating Fund and UMC-Patient Grant- RW A
Fund Center: 3000726300
Funded Pgm/Grant: Ryan White (50%)
Description: Provider Agreement
Bid/RFP/CBE: NRS 332.115(1)(b)
Amount: NTE $379,200 annually (NTE $1,896,000 for 5 years)
Term: 3 years with 2 additional option years
Out Clause: 30 days w/o cause

BACKGROUND:

The Ryan White Parts A & C Grant is the source of reimbursement for providers caring for HIV patients located in the Las Vegas Metropolitan Area who seek services through UMC's Wellness Center. Alireza Farabi, M.D. has been providing primary care and infectious disease services to UMC's HIV Wellness Center patients under the Ryan White Federal Grant Program since 2012. The current Provider Agreement between the parties will expire on January 31, 2020.

This Agreement is to renew infectious disease services with Dr. Farabi for a term of three years, with the option to extend for up to two additional one-year periods. Either party may terminate the agreement, without cause, upon thirty (30) days written notice to the other party. The compensation will continue at the existing rate of $182.30 per hour, not to exceed $379,200 annually. 50% of his salary (up to $189,600 annually) will be paid through the Ryan White Part A grant. Staff also requests authority for the Chief Executive Officer to exercise renewal options at his discretion if beneficial to UMC.

The Outpatient and Ambulatory Clinic Manager (Wellness Center) has reviewed this Agreement and recommends approval. This Agreement has been approved as to form by the General Counsel's office.

Respectfully submitted,

Jennifer Wakem
Chief Financial Officer

Cleared for Agenda
October 23, 2019

Agenda Item #
10

PROVIDER AGREEMENT

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
AND
ALIREZA FARABI, M.D., P.C.

THIS AGREEMENT is made and entered into by and between University Medical Center of Southern Nevada (hereinafter called "UMC") and Alireza Farabi, M.D., P.C. (hereinafter called "Provider").

WHEREAS, University Medical Center of Southern Nevada is a county hospital established pursuant to the provisions of Chapter 450 of the Nevada Revised Statutes, and

WHEREAS, since January 1998 UMC has been a long-standing participant of the federal funded Ryan White HIV/AIDS Program ("Program") that provides HIV-related health services to those who do not have sufficient health care coverage or financial resources;

WHEREAS, UMC desires primary care and infectious disease medical services in the area of Clark County, Nevada; and

WHEREAS, Provider is qualified to render such professional primary care and infectious disease medical services; and

WHEREAS, UMC desires to engage Provider to render such primary care and infectious disease medical services.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH THAT in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

I. PURPOSE

UMC hereby hires Provider to provide Primary Care and Infectious Disease Medical Services to HIV infected individuals in the Las Vegas Eligible Metropolitan Area for UMC's Wellness Center ("Center").

II. SCOPE OF SERVICES

Provider shall perform the services as described in Attachment A, appended hereto and made part of this Agreement.

III. COMPENSATION

1. UMC shall reimburse Provider for the services described in Attachment A at the agreed upon rates in Attachment B for actual hours worked and/or services satisfactorily performed, at the rate of $182.30 per hour, in an aggregate amount not to exceed $379,184 annually. All expenses/costs incurred by Provider in excess of this amount shall be the sole responsibility of Provider.

2. It is agreed by the parties that at all times and for all purposes hereunder that Provider is an independent contractor and not an employee of Center or UMC. No statement contained in this Agreement shall be construed so as to find Provider and its employees to be an employee of Center or UMC, and they shall be entitled to none of the rights, privileges, or benefits of employees of Center or UMC whatsoever, including, but not limited to health/welfare benefits, paid holidays, death benefits, vacation leave, personal or sick leave benefits, compensatory time accumulation or leave, or retirement benefits. Provider is responsible to pay all self-employment tax.

3. UMC shall make timely payment of approved clean claims within sixty (60) business days

of receipt of claims. In addition to claim submission on the HCFA or UB04 form, Provider shall include a detailed invoice summary form which includes, at a minimum, a monthly breakdown of the following elements: Patient, tasks completed and/or units of service, and CPT codes.

4. Provider shall maintain such records and accounts supporting claims and invoices for a period of five (5) years from the date of final payment under this Agreement, except where unresolved audit questions require retention for a longer period as determined by UMC. Copies of these records shall be available during regular business hours, and upon reasonable advance notice, for audit purposes by UMC, any authorized representative of Center, any authorized representative of Clark County, Nevada, any Ryan White representative or any authorized representative of state or federal government.

IV. RESPONSIBILITIES OF PROVIDER

1. Any and all personnel providing services under this Agreement shall be employees of Provider.

2. Provider and its personnel shall exercise independent professional judgment and shall assume professional responsibility for all services to be provided hereunder.

3. Provider warrants that it is authorized by law to engage in the performance of the activities encompassed by the services described herein.

4. Provider is responsible for the quality and quantity of services performed under this Agreement.

5. Provider shall at its sole expense procure and maintain professional liability, errors and omissions insurance at a limit of not less than one million dollars ($1,000,000) per occurrence and upon UMC's request shall furnish UMC with a "Certificate of Insurance" as verification this coverage is in force.

6. To the extent of any negligence of Provider or its personnel, Provider's insurance coverage shall be primary insurance as respects UMC and its elected/appointed officials, employees and agents. Any insurance and/or self-insurance maintained by UMC and its elected/appointed officials, employees or agents shall not contribute to Provider's insurance or benefit Provider in any way.

7. Provider shall comply with all federal, state and local laws, ordinances, rules and regulations, any Program grant requirements, as well as applicable codes of ethics, pertaining to or regulating the provisions of such services, including those now in effect and hereafter adopted. Any violation of said laws, ordinances, rules or regulations shall constitute a material breach of this Agreement and shall entitle UMC to terminate this Agreement immediately upon delivery of written notice of termination to Provider.

8. Provider and its personnel shall indemnify and hold harmless UMC and its agencies, officials, employees, agents, servants and contractors against any claims, liabilities, or expenses including reasonable attorney fees, arising as a result of any direct or indirect action or omission of Provider, and its providers, employees, agents, clients, or contractors while rendering care under this Agreement.

9. In the event of any professional liability claim against Provider or its personnel, Provider and its personnel shall not seek to join UMC, or Clark County and any of their departments, agencies, officials, employees, servants or agents in such action or hold them responsible in any way for legal protection of Provider and/or its personnel.

10. Upon termination of this Agreement for any reason all finished and unfinished documents, data, manuals, guides, reports and other documentation prepared by

Provider for UMC shall, at the option of UMC, be delivered immediately to Center and remain the property of UMC.

V. MODIFICATIONS AND AMENDMENTS

Any and all modifications to the provisions of this Agreement must be in writing and approved by UMC and/or through UMC's Governing Board.

VI. TERM

This Agreement shall become effective on February 1, 2020, and shall remain in effect through January 31, 2023 (the "Initial Term"). At the end of the Initial Term, Hospital has the option to extend this Agreement for two additional one-year periods (each, a "Successive Term") (together the Initial Term and Successive Term(s) shall be referred to as the "Term").

VII. TERMINATION WITHOUT CAUSE

Either party may terminate this Agreement by giving to the other party thirty (30) days' prior written notification. Upon termination, the parties agree that any adjustments necessary shall be made and all monies due for services rendered prior to termination shall be paid within sixty (60) days of the date of termination. UMC shall not be obligated to pay for any services provided by Provider after the effective date of termination.

VIII. TERMINATION FOR CAUSE

If Provider fails to fulfill in a timely and proper manner its obligations under this Agreement, or if Provider shall violate any of the covenants, terms or stipulations of this Agreement, UMC shall have the right to terminate this Agreement immediately by giving written notice to Provider of such termination and specifying the effective date thereof. Final payment shall be based on actual hours of satisfactory performance and/or units of service, and in no case shall UMC be obligated to pay for any services provided by Provider after the effective date of termination.

IX. TERMINATION DUE TO LACK OF FUNDS

In the event that funds, in whole or in part, are not available to begin or to continue this Agreement at the level of services specified, UMC may terminate or renegotiate this Agreement. UMC shall not be obligated to pay for any services rendered after Provider has received written notice of termination pursuant to this Section.

X. BUDGET ACT AND FISCAL FUND OUT CLAUSE

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 UMC for the then current fiscal year under the Local Government Budget Act. This Agreement shall terminate and UMC's obligations under it shall be extinguished at the end of any of UMC's fiscal years in which UMC'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. UMC 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 UMC of its obligations incurred through the 30th day of June of the fiscal year for which monies were appropriated.

XI. GENERAL CONDITIONS

1. Provider agrees to accept any additional conditions governing the use of funds or performance of programs as may be required by federal, state or local statute, ordinance, rule or regulation or Program grant requirements. However, should Provider find such

additional condition or conditions unacceptable, it has the option of terminating this Agreement upon fifteen (15) days written notice.

2. The parties hereto agree that this Agreement shall not be assignable nor can any part of the services to be provided be subcontracted without written consent of UMC.

3. The waiver of any term of this Agreement, or the failure of UMC to insist on strict compliance and prompt performance of any terms of this Agreement, followed by the acceptance of such performance thereafter, shall not constitute or be construed as a waiver or relinquishment of any right by UMC to enforce all terms strictly in the event of a continuous or subsequent default.

4. Each provision of this Agreement shall be deemed to be a separate, severable, and independently enforceable provision. The invalidity or breach of any provision shall not cause the invalidity or breach of the remaining provisions of the Agreement, which shall remain in full force and effect.

5. This Agreement shall be construed by and governed under the laws of the State of Nevada and subject to the jurisdiction of its courts. Any litigation between the parties relating to this Agreement shall be filed and pursued in the District Court for Clark County.

6. Time shall be of the essence regarding this Agreement.

7. Any notice required or permitted under this Agreement shall be in writing and hand delivered with receipt obtained therefore, or mailed, postage prepaid, to the other party by certified mail, return-receipt requested to the following:

For UMC: Chief Executive Officer
University Medical Center of Southern Nevada
1800 West Charleston Boulevard
Las Vegas, Nevada 89102

For Provider: Alireza Farabi, M.D., P.C.
2285 Spruce Goose Street, #A-304
Las Vegas, Nevada 89135

8. Provider represents and warrants to UMC 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. Provider represents and warrants to UMC 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 Provider 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").

9. If the services to be provided by Provider hereunder are subject to the disclosure requirements of 42 U.S.C. 1395x (v) (1) (I), Provider shall until expiration of four (4) years make available, upon written request of the Secretary of Health and Human Services, or upon request to the Comptroller General, or any of their duly authorized representatives, a copy of this Agreement and the books, documents and records of Provider that are necessary to certify the nature and extent of the costs incurred under this Agreement through a subcontractor with a value or cost of $10,000.00 or more over a twelve (12) month period. In addition, with respect to any applicable subcontract, such subcontract shall contain a clause to the effect that, should the subcontractor be deemed a related

organization, until the expiration of four (4) years after the furnishing of services pursuant to such subcontract, the subcontractor shall make available upon written request of the Secretary of Health and Human Services, or upon request to the Comptroller General, or any of their duly authorized representatives, a copy of the subcontract, and the books, documents and records of such third party that are necessary to verify the nature and extent of the costs incurred under this Agreement.

10. During the term of this Agreement, upon reasonable prior written request and during normal business hours, Provider shall allow UMC reasonable access to Provider records concerning the services provided hereunder. UMC warrants and represents that it has obtained any necessary written consent from UMC patients for the release of such records. Such consent shall satisfy all applicable laws and regulations including but not limited to the privacy regulations of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

11. This Agreement may be executed in any number of copies and each such copy shall be deemed an original.

12. The recitals are hereby incorporated as part of this Agreement.

13. This Agreement constitutes the entire and full understanding between the parties hereto and neither party shall be bound by any representations, statements, promises or agreements not expressly set forth herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement ~~to be executed~~ by their respective duly authorized officers on the dates set forth below.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA	ALIREZA FARABI, M.D., P.C.
By:_____	By:_____
Mason VanHouweling Chief Executive Officer	Alireza Farabi, M.D.
Date:_____	Date: 12 / 12 / 2019

ATTACHMENT A

SCOPE OF SERVICE

Ryan White Program

Alireza Farabi, M.D., P.C.

1. The Provider will provide outpatient infectious disease medical services and office based diagnostic services and treatments to HIV infected individuals in the Las Vegas Eligible Metropolitan Area. Provider shall be reimbursed based upon Attachment B, Fee Schedule of this Agreement. Rates established in Attachment B shall remain in effect through the term of the Agreement.

2. Invoices for services rendered must be received by UMC Wellness Center no later than forty-five (45) days after the last date of service in order to be eligible for reimbursement. Invoices should be sent to:

   UMC Wellness Center
   Attn: Ryan White Program
   701 Shadow Lane, Suite 200
   Las Vegas, NV 89106
   Phone: (702) 383-2691
   Fax: (702) 388-4114

3. Provider agrees to utilize UMC facilities and its contracted providers whenever possible to maximize grant fund resources.

4. Payment by UMC is conditioned upon continued funding by the Ryan White Parts A and C Grants.

5. In rendering services under this agreement, Provider will abide by all terms and conditions of the Ryan White Grants to UMC.

6. Provider shall restrict access to confidential information obtained from clients to such persons directly connected with the administration or enforcement of this program.

7. Provider agrees that Ryan White funding cannot be used to pay for emergency room or hospital inpatient services.

8. Provider agrees that Ryan White reimbursement amount is considered payment in full; balance billing is not allowed.

9. Provider agrees to an annual contract review.

ATTACHMENT B

Fee Schedule
February 1, 2020 – January 31, 2023

University Medical Center of Southern Nevada shall reimburse Provider for the services described in Attachment A at a rate of one hundred eighty two dollars and thirty cents ($182.30) per hour. The reimbursement amount shall not exceed three hundred seventy nine thousand, one hundred eighty four dollars per year ($379,184/year) for the Term of the Agreement.

INSTRUCTIONS FOR COMPLETING THE DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

Purpose of the Form

The purpose of the Disclosure of Ownership/Principals Form is to gather ownership information pertaining to the business entity for use by the University Medical Center of Southern Nevada Governing Board ("GB") in determining whether members of the GB should exclude themselves from voting on agenda items where they have, or may be perceived as having a conflict of interest, and to determine compliance with Nevada Revised Statute 281A.430, contracts in which a public officer or employee has interest is prohibited.

General Instructions

Completion and submission of this Form is a condition of approval or renewal of a contract or lease and/or release of monetary funding between the disclosing entity and University Medical Center of Southern Nevada. Failure to submit the requested information may result in a refusal by the GB to enter into an agreement/contract and/or release monetary funding to such disclosing entity.

Detailed Instructions

All sections of the Disclosure of Ownership form must be completed. If not applicable, write in N/A.

Business Entity Type – Indicate if the entity is an Individual, Partnership, Limited Liability Company, Corporation, Trust, Non-profit Organization, or Other. When selecting 'Other', provide a description of the legal entity.

Non-Profit Organization (NPO) - Any non-profit corporation, group, association, or corporation duly filed and registered as required by state law.

Business Designation Group – Indicate if the entity is a Minority Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Small Business Enterprise (SBE), Physically-Challenged Business Enterprise (PBE), Veteran Owned Business (VET), Disabled Veteran Owned Business (DVET), or Emerging Small Business (ESB) . This is needed in order to provide utilization statistics to the Legislative Council Bureau, and will be used only for such purpose.

- **Minority Owned Business Enterprise (MBE):** An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more minority persons of Black American, Hispanic American, Asian-Pacific American or Native American ethnicity.
- **Women Owned Business Enterprise (WBE):** An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more women.
- **Physically-Challenged Business Enterprise (PBE):** An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more disabled individuals pursuant to the federal Americans with Disabilities Act.
- **Small Business Enterprise (SBE):** An independent and continuing business for profit which performs a commercially useful function, is not owned and controlled by individuals designated as minority, women, or physically-challenged, and where gross annual sales does not exceed $2,000,000.
- **Veteran Owned Business Enterprise (VET):** An independent and continuing Nevada business for profit which performs a commercially useful function and is at least 51 percent owned and controlled by one or more U.S. Veterans.
- **Disabled Veteran Owned Business Enterprise (DVET):** A Nevada business at least 51 percent owned/controlled by a disabled veteran.
- **Emerging Small Business (ESB):** Certified by the Nevada Governor's Office of Economic Development effective January, 2014. Approved into Nevada law during the 77th Legislative session as a result of AB294.

Business Name (include d.b.a., if applicable) – Enter the legal name of the business entity and enter the "Doing Business As" (d.b.a.) name, if applicable.

Corporate/Business Address, Business Telephone, Business Fax, and Email – Enter the street address, telephone and fax numbers, and email of the named business entity.

Nevada Local Business Address, Local Business Telephone, Local Business Fax, and Email – If business entity is out-of-state, but operates the business from a location in Nevada, enter the Nevada street address, telephone and fax numbers, point of contact and email of the local office. Please note that the local address must be an address from which the business is operating from that location. Please do not include a P.O. Box number, unless required by the U.S. Postal Service, or a business license hanging address.

Number of Clark County Nevada Residents employed by this firm. **(Do not leave blank. If none or zero, put the number 0 in the space provided.)**

List of Owners/Officers – Include the full name, title and percentage of ownership of each person who has ownership or financial interest in the business entity. If the business is a publicly-traded corporation or non-profit organization, list all Corporate Officers and Directors only.

For All Contracts – **(Not required for publicly-traded corporations)**

1) Indicate if any individual members, partners, owners or principals involved in the business entity are a University Medical Center of Southern Nevada full-time employee(s), or appointed/elected official(s). If yes, the following paragraph applies.

   In accordance with NRS 281A.430.1, a public officer or employee shall not bid on or enter into a contract between a government agency and any private business in which he has a significant financial interest, except as provided for in subsections 2, 3, and 4.

2) Indicate if any individual members, partners, owners or principals involved in the business entity have a second degree of consanguinity or affinity relation to a University Medical Center of Southern Nevada full-time employee(s), or appointed/elected official(s) (reference form on Page 2 for definition). If **YES**, complete the Disclosure of Relationship Form.

A professional service is defined as a business entity that offers business/financial consulting, legal, physician, architect, engineer or other professional services.

Signature and Print Name – Requires signature of an authorized representative and the date signed.

Disclosure of Relationship Form – If any individual members, partners, owners or principals of the business entity is presently a University Medical Center of Southern Nevada employee, public officer or official, or has a second degree of consanguinity or affinity relationship to a University Medical Center of Southern Nevada employee, public officer or official, this section must be completed in its entirety.

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	☐ PBE	☐ VET	☐ DVET	☐ ESB
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: 1

Corporate/Business Entity Name:	Alireza Farabi, MD		
(Include d.b.a., if applicable)			
Street Address:	2255 Spruce Goose A-304	**Website:**	Alireza.Farabi@Dumcsn.Com
City, State and Zip Code:		**POC Name:**	
		Email:	
Telephone No:	(925) 451-6870	**Fax No:**	(702) 388-4186
Nevada Local Street Address:		**Website:**	
(If different from above)			
City, State and Zip Code:		**Local Fax No:**	
Local Telephone 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 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.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Alireza Farabi	MD	100%

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/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: Alireza Farabi

Print Name: Alireza Farabi

Title: MD, Infectious Disease

Date: 12/12/2019

DISCLOSURE OF RELATIONSHIP

List any disclosures below:
(Mark N/A, if not applicable.)

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF UMC* EMPLOYEE/OFFICIAL AND JOB TITLE	RELATIONSHIP TO UMC* EMPLOYEE/OFFICIAL	UMC* EMPLOYEE'S/OFFICIAL'S DEPARTMENT

* UMC employee means an employee of University Medical Center of Southern Nevada

"Consanguinity" is a relationship by blood. "Affinity" is a relationship by marriage.

"To the second degree of consanguinity" applies to the candidate's first and second degree of blood relatives as follows:

- Spouse – Registered Domestic Partners – Children – Parents – In-laws (first degree)
- Brothers/Sisters – Half-Brothers/Half-Sisters – Grandchildren – Grandparents – In-laws (second degree)

For UMC Use Only:

If any Disclosure of Relationship is noted above, please complete the following:

☐ Yes ☐ No Is the UMC employee(s) noted above involved in the contracting/selection process for this particular agenda item?

☐ Yes ☐ No Is the UMC employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

_____
Signature

_____
Print Name
Authorized Department Representative

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD AUDIT AND FINANCE COMMITTEE
AGENDA ITEM

Issue:	**End User License Agreement, Quote and Statement of Work with Imprivata, Inc.**	**Back-up:**
Petitioner:	Jennifer Wakem, Chief Financial Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board Audit and Finance Committee review and recommend for approval by the Governing Board the End User License Agreement and related documents with Imprivata, Inc.; authorize the Chief Executive Officer to exercise any extension options; and take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund Number: 5420.000
Fund Center: 3000722300
Description: Identity Governance Software
Bid/RFP/CBE: NRS 332.115(1)(h) – Software
Term: Three (3) years plus two (2) one-(1)-year renewals
Amount: NTE $1,320,000.28
Out Clause: 30 days w/o cause

Fund Name: UMC Operating Fund
Funded Pgm/Grant: N/A

BACKGROUND:

This request is to approve a new agreement with Imprivata for the purchase of Identity Governance software. The solution will, among other things, take feeds from UMC's current SAP and Echo credentialing systems to automate the workflow process and identity management of users. It also includes automated management of Microsoft Exchange and Epic.

The cost of the new software will include one-time costs of $366,600.00 for licenses, $217,100.00 for implementation services and 36 months of maintenance for $292,500.00 for a total cost of $876,200.00.

Staff also requests board authorization for the Chief Executive Officer to execute future extensions/renewals if within his delegation of authority.

In accordance with NRS 332.115(1)(h), the competitive bidding process is not required for software.

UMC's Director of Information Technology has reviewed and recommends approval of this Agreement. The Agreement, Statement of Work and Quotation have been approved as to form by UMC's Office of General Counsel.

Imprivata has applied for a business license with Clark County.

Respectfully submitted,

Cleared for Agenda
January 22, 2020

Jennifer Wakem
Chief Financial Officer

Agenda Item #
11

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END USER LICENSE AGREEMENT FOR IMPRIVATA SOFTWARE

This End User License Agreement for Imprivata Software (the "Agreement") is made and entered into as of the date of last signature as set forth below ("Effective Date"), 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" OR "you" AND "your"), and **IMPRIVATA, INC.** (hereinafter referred to as "Imprivata").

W I T N E S S E T H:

WHEREAS, Imprivata is a provider of software, hardware and services as further described herein; and

WHEREAS, HOSPITAL wishes to procure certain Imprivata software, hardware and services as more specifically set forth herein;

NOW, THEREFORE, HOSPITAL and Imprivata agree as follows:

1. DEFINITIONS.

"**Appliance**" means either a Physical Appliance or Virtual Appliance.

"**Clinic(s)**" means any healthcare facility, external to an inpatient acute care facility, delivering healthcare services that do not contain Licensed Beds.

"**Computer**" means a computer, workstation, terminal, handheld PC, pager, "smart phone" or other digital electronic device to be networked to an Appliance.

"**Confirm ID**" means Imprivata's proprietary secure signing solution for Electronic Prescribing of Controlled Substances (**EPCS**) which includes a comprehensive platform for provider identity proofing, supervised enrollment of credentials, two factor authentication, and auditing.

"**Device**" means an Imprivata supported mobile or medical device as specified on Imprivata's then-current OneSign or Confirm ID Supported Components guide, respectively. A separate license must be purchased for each device utilizing the Software, regardless of whether the device is actively utilizing the Software at any given time (i.e. the Software is not licensed on a concurrent device basis).

"**Identity Governance**" means Imprivata's proprietary software for automating the provisioning and de-provisioning of user accounts.

"**Imprivata Quote**" means the supplemental document issued by Imprivata, which specifies the Imprivata Products and Services and any applicable Third Party Software and/or Hardware to be purchased by you, and the price associated with each.

"**Licensed Beds**" means each of the beds for you have been licensed by the State in which the applicable Named Hospital resides.

"**Managed Identity**" or "**Managed Identities**" means an employee, independent contractor, consultant, and/or outsourced worker, administrator and service users whose user account is in your directory and other applications managed by Imprivata Identity Governance solution.

"**Named Hospital**" shall mean each named hospital wholly owned by you or controlled by you containing Licensed Beds as specifically set forth; (i) in the applicable Imprivata Quote or its equivalent if purchasing through an authorized reseller and/or (ii) as indicated in PatientSecure Management Tool (Admin Console). For purposes herein "control" means (i) the power to elect a majority of the directors or similar officers of an entity, or (ii) the power by contract to operate or manage the day-to-day operations of a health care facility.

"**OneSign**" means any or all of the following Imprivata proprietary secure signing software programs (as applicable); (i) Single Sign On (SSO), (ii) Authentication Management (AM) and (iii) Single Sign On/Authentication Management (SSO/AM).

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"**OneSign Options**" means any or all of the following Imprivata proprietary OneSign option modules: (i) Self Service Password Management Software (SSPW), (ii) Finger Biometric Identification (FBID), (iii) Vasco Authentication (Vasco), (iv) Proximity Aware, (v) Virtual Desktop Access (VDA) and (vi) Mobile Device Access (MDA).

"**PatientSecure**" means Imprivata's proprietary biometric identification management system software program.

"**Physical Appliance**" means an Imprivata physical hardware appliance that uses physical processors.

"**Products**" means the Software, the Appliances and Imprivata branded hardware devices, individually or collectively.

"**Services**" means Support services and/or other purchased professional implementation and training services, as applicable.

"**Software**" means (i) the object code version of the applicable Imprivata proprietary software product, (ii) all modules, interfaces, updates and enhancements, thereto that are provided to you, (iii) any customized features and functions provided by Imprivata pursuant to this Agreement, and (iv) all printed materials and online or electronic documentation provided to you. The Software may be provided with Third Party Code which interoperates with the Software but which is not a part of the Software and is not licensed hereunder.

"**Support**" means the services that Imprivata provides to maintain and support the Imprivata Software, which services are further described in Section 11.

"**Third Party Code**" means the additional third party software included in the Appliance that is licensed directly to you by third parties. To use such additional Third Party Code you must accept any licensing terms separately provided for such Third Party Code. Imprivata warrants that the Appliance, as a whole with the Third Party Code, will comply with the warranties set forth below, and Imprivata's indemnification obligations set forth below apply to the Appliance as a whole with the Third Party Code.

"**Third Party Hardware**" means hardware that is proprietary to a third party (excludes Imprivata branded devices).

"**User**" means a named individual authorized by you to use the Software pursuant to a license of the applicable Software purchased (as indicated in the applicable Imprivata Quote or its equivalent if purchasing through an authorized reseller). A separate license must be purchased for each user who uses the Software, regardless of whether the user is actively using the Software at any given time (i.e. the Software is not licensed on a concurrent user basis).

"**Virtual Appliance**" means Imprivata virtual (or otherwise emulated) appliance that uses virtual processors.

2. LICENSE GRANT. Subject to your compliance with the terms of this Agreement (including payment of all applicable fees), Imprivata hereby grants to you a limited, non-exclusive, perpetual (excluding term-based licenses), non-transferable, non-sub-licensable license to permit your employees, independent contractors, consultants, and outsourced workers (in each case performing services for you) to access and use the applicable Software license purchased by you (as indicated in the applicable Imprivata Quote or its equivalent if purchasing through an authorized reseller) in object code, provided such use is strictly in accordance with the applicable Software license grant specified below and is solely for your internal business purposes.

(a) **Imprivata OneSign, OneSign Options, & Confirm ID**. The following license grant set forth in this Section 2 (a) shall apply to OneSign, OneSign Optionsand Confirm ID Software:

Subject to the terms and conditions of this Agreement, Imprivata hereby grants you a license for each User license purchased for Imprivata OneSign, OneSign Options and/or Confirm ID Software (as indicated in the applicable Imprivata Quote or its equivalent if purchasing through an authorized reseller) to access and use Imprivata OneSign, OneSign Optionsand/or Confirm ID as prescribed in this Agreement and the published user documentation. You may install and use that applicable portion of the Imprivata OneSign and/or the OneSign Options (as designated in the published user documentation) on the number of Computers and/or Devices matching

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the number of Computer and/or Device licenses purchased (as indicated in the applicable Imprivata Quote or its equivalent if purchasing through an authorized reseller). Imprivata OneSign and OneSign Options Software are required to be used in conjunction with an Appliance, have a matching level of Support and OneSign Options may only be used with a supported version of OneSign.

(b) **Imprivata Identity Governance**. The following license grant set forth in this Section 2 (b) shall apply to the Imprivata Identity Governance Software:

Subject to the terms and conditions of this Agreement, Imprivata grants you a license for each Identity Governance User license purchased to access and use Identity Governance to provision your Managed Identity accounts as prescribed in this Agreement and the published user documentation. The license fee for Identity Governance is determined by the total number of Managed Identities at the time of your purchase. You will be required to purchase a User license for each Managed Identity. In the event your number of Managed Identities increases, you shall pay Imprivata additional User license and associated Support fees for all additional Managed Identities annually on the anniversary of the Effective Date , based on Imprivata's then-current price list.

(c) **Imprivata PatientSecure.** The following license grant set forth in this Section 2 (c) shall apply to the PatientSecure Software:

Subject to the terms and conditions of this Agreement, Imprivata hereby grants you a license to access and use the Imprivata PatientSecure Software, provided that the Imprivata PatientSecure Software may only be used at; (i) the Named Hospital(s) and/or (ii) the number of Clinics matching the number of Clinic licenses purchased by you for Imprivata PatientSecure (as indicated in the applicable Imprivata Quote or its equivalent if purchasing through an authorized reseller). The license fee for Imprivata PatientSecure (for Named Hospitals only) is determined by the number of then-current Licensed Beds at the time of your purchase for all Named Hospitals indicated. In the event the Licensed Beds increases, you shall pay Imprivata additional license and support fees for all additional Licensed Beds, based on Imprivata's then- current price list at the time of any such increase.

(d) **Imprivata Term-Based Licenses**. If you purchased a term-based Software license (as indicated in the applicable Imprivata Quote or its equivalent if purchasing through an authorized reseller) the license terms set forth in 2 (a) and/or 2 (b) shall apply (as applicable), provided, however, said term-based Software license shall commence on delivery of the Software and continue for the duration of the license term (as indicated in the applicable Imprivata Quote or its equivalent if purchasing through an authorized reseller). At the end of such license term, if the Software license is not renewed by you, then the license for such term-based Software shall terminate. The license key distributed by Imprivata to you for any term-based Software license is programmed to expire at the end of the applicable license term at which point the term-based Software cannot be accessed or used.

(e) **Imprivata Cloud Service**. If you purchased Imprivata Software which utilizes Imprivata's cloud service (the "Cloud Service"), such Cloud Service is a hosted service offering operated by Imprivata. The Cloud Service provides the following (as applicable):

(i) Authentication using the Imprivata ID mobile application (requires data plan on Users device);

(ii) Authentication using a One Time Password (OTP) delivered via SMS text (requires SMS text plan on Users device);

(iii) Graphical interface for Users utilizing Confirm ID for Remote Access when authenticating to certain VPN gateways; and

(iv) Authentication into web applications which are configured with Imprivata as the identity provider.

Subject to the terms of this Agreement and provided the Cloud Service is then made commercially available by Imprivata, you are granted a nonexclusive, nontransferable, and limited right to allow your Users to access and use the Cloud Service in conjunction with a licensed version of the Imprivata Software utilizing the Cloud Service. Your use of the Cloud Service is solely for your internal business purposes in a manner consistent with the published user documentation. The Imprivata Software which utilizes the Cloud Service requires an active connection to the Internet from your User's computer or mobile device. Imprivata represents and warrants that it

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will provide the Cloud Service in all material respects in accordance with the published user documentation. You must notify Imprivata of any deficiencies within thirty (30) days of your first use of the Cloud Services. For any breach of the aforementioned warranty, your exclusive remedy and Imprivata's entire liability shall be for Imprivata to use commercially reasonable efforts to correct the deficient Cloud Services. Imprivata shall not be liable for the unavailability of the Cloud Service if, and to the extent, such unavailability is due to one or more of the following circumstances:

(i) hostile network attacks;

(ii) deficiencies caused by the Internet;

(iii) force majeure events;

(iv) scheduled or emergency maintenance, provided that written notice of such scheduled maintenance is provided to you by Imprivata.

(f) **SMS Text for Confirm ID for Remote Access**. You will be allotted an unlimited number of SMS texts for the initial twelve (12) months of Remote Access that is included with Confirm ID for Remote Access. After such twelve (12) month period, Imprivata reserves the right to limit the number of free SMS texts allotted to you.

(g) **Restrictions**. You may reproduce one copy of the Software solely for back-up purposes. You may not use the Software to provide timesharing, service bureau, subscription or managed service, hosting, outsourcing, rental or similar services. Except as expressly set forth herein, you may not copy, translate, modify or adapt the Software, or any portion thereof, or incorporate it, in whole or any part, in any other product, create derivative works based on the Software, or any portion thereof, or license others to reproduce any copies of the Software, or any portion thereof, and may not decompile, disassemble or reverse engineer the Software, or any component thereof except as permitted by law, and then only after having previously requested in writing from Imprivata the interoperability information you are attempting to obtain. You will ensure that no proprietary notices affixed to or displayed on the Software will be removed or modified.

(h) **Oracle Disclaimer**. Some of the Software contains software licensed by Imprivata from Oracle America, Inc. ("**Oracle**"). As to that software, Oracle is a third party beneficiary of this Agreement and, to the extent permitted by applicable law, Oracle disclaims any liability to you for (a) any damages, whether direct, indirect, incidental, or consequential, and (b) any loss of profits, revenue, data or data use, arising from the use of the Software. Notwithstanding Oracle's disclaimer, all such software is Software warranted by Imprivata and subject to Imprivata's indemnity obligations, all as set forth in this Agreement.

(i) **Right to Audit**. At Imprivata's written request not more frequently than once during any twelve (12)month period, you agree that your Chief Financial Officer (or person holding equivalent office) shall provide a written certification to Imprivata of the statement of the total number of Users, Managed Users, Computers, Named Hospitals or Clinics using each Imprivata Software product then licensed by you. If you fail to provide such certification within thirty (30) days after Imprivata's request, you consent to Imprivata auditing you to ascertain the number of Users, Computers, Named Hospitals or Clinics, as applicable, such audit to be conducted by an independent auditor during your standard business hours. If the inspection reveals an underpayment of any license fees, you shall promptly pay to Imprivata the deficit. Imprivata shall adhere to all reasonable and applicable HOSPITAL policies and procedures governing onsite vendors provided to Imprivata in writing in advance.

3. LIMITED SOFTWARE WARRANTY. Imprivata warrants (a) that the Software will conform substantially to Imprivata's published user documentation as of the date of the Software delivery to you for a period of sixty (60) days thereafter and (b) that it will provide any services agreed to between the parties in a good and workmanlike manner consistent with industry standards. This warranty is a limited warranty. It does not apply to (a) Software and other products identified in their product description as being sold or licensed "as-is" or (b) Software and other products identified as "beta" or "pre-release" or the like; all of which are supplied on an "as-is" basis without any warranty of any sort. Imprivata will have no obligation hereunder if the alleged defect is due to (x) causes not within Imprivata's control, including accident, alteration, abuse, misuse or repair not performed by Imprivata or (y) use of the Software other than in accordance with its published specifications.

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Imprivata's sole liability, and your sole and exclusive remedy, for any breach of the foregoing Software warranty is that Imprivata shall, at its option, repair or replace the Software so that it conforms to the limited warranty set forth above or terminate this Agreement and, refund to you the price paid therefor. For any breach of the foregoing services warranty, Imprivata's sole liability, and your sole and exclusive remedy shall be for Imprivata to re-perform such services, provided you notify Imprivata in writing of any such breach within thirty (30) days after the performance of any nonconforming services.

IMPRIVATA MAKES NO OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, AS TO THE SOFTWARE OR THE SERVICES AND ALL OTHER WARRANTIES AS TO QUALITY, CONDITION, ACCURACY OR COMPLETENESS OF RESPONSES, RESULTS, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT ARE EXPRESSLY DISCLAIMED. The Software is not warranted to be error free. You will have sole responsibility for the adequate protection and backup of your data and/or equipment used with the Software. THIS LIMITED WARRANTY GIVES YOU SPECIFIC RIGHTS. YOU MAY HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE, AND COUNTRY TO COUNTRY.

4. PAYMENT & SHIPMENT

(a) Imprivata shall sell to you and you shall purchase from Imprivata the Products and Services as set forth in the applicable Imprivata Quote (or its equivalent if purchasing through an authorized reseller). Imprivata will invoice you for the total purchase price set forth on the Imprivata Quote (or its equivalent if purchasing through an authorized reseller). You will pay invoices within thirty (30) days of receipt of each invoice date. All purchases are non-cancellable and non-refundable. Imprivata may withhold shipments and cease providing any services until past-due payments are made. Prices do not include, and you shall be responsible for, all applicable taxes of any kind due in respect of the transactions contemplated by this Agreement, except taxes on Imprivata's net income.

(b) All shipments are Incoterms 2010: FCA, Seller's Factory. Third party authentication devices are Non-Cancelable/Non-Returnable. You shall bear all costs of transportation, shipping, and insurance. Risk of loss and title (except for Software) passes to you upon delivery to the carrier. You represent and warrant to Imprivata that you will not export or import the Products or any portion thereof or any Imprivata confidential information or related technical data in violation of applicable laws or regulations, including without limitation US export restriction laws and regulations relating to sales to nationals or residents of foreign nations.

(c) **Budget Act and Fiscal FundOut.** 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 HOSPITAL for the then current fiscal year under the Local Government Budget Act. This Agreement shall terminate and HOSPITAL's obligations under it shall be extinguished at the end of any of HOSPITAL's fiscal years in which HOSPITAL'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. HOSPITAL 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 HOSPITAL of its obligations incurred through the 30th day of June of the fiscal year for which monies were appropriated. Notwithstanding the provisions of this Section, termination shall not entitle HOSPITAL to a refund of any previously paid fees (unless as specifically provided for under this Agreement) or release HOSPITAL of its obligations prior to termination for any unpaid monies due, including all monies due to Imprivata but not yet invoiced for Imprivata Products and Services specified in the applicable Imprivata Quote.

5. CONFIDENTIALITY

(a) Each party agrees that it will take reasonable steps, at least substantially equivalent to the steps it takes to protect its own proprietary information, to (i) prevent use of the other party's Confidential Information for any purpose other than to carry out its rights and obligations hereunder, and (ii) prevent the disclosure of the other party's Confidential Information other than to its employees or contractors who must have access to such Confidential Information for such party to exercise its rights and perform its obligations hereunder and who each

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agree to be bound by agreements with a duty of confidentiality no less protective of confidential information than provided herein, and each party shall be responsible to ensure that its employees and consultants comply with the restrictions set forth herein. "Confidential Information" shall mean information furnished or made available directly or indirectly by the disclosing party to the receiving party which (x) is marked confidential, proprietary, or with a similar designation; (y) in the case of information given orally or visually, is reduced to a written summary marked with an appropriate restrictive legend and delivered to the receiving party within two (2) weeks after it is furnished hereunder or (z) should be reasonably understood by the receiving party to be the confidential or proprietary information of the disclosing party; without limiting the foregoing, the Software and the results of benchmark and other tests run by you and resulting from use of the Software shall be deemed to be Imprivata's Confidential Information.

(b) The parties' obligations set forth in this section shall not apply with respect to any portion of the Confidential Information that: (i) was in the public domain at the time it was communicated to the receiving party; (ii) entered the public domain through no fault of the receiving party; (iii) is rightfully received by the receiving party from a third party without a duty of confidentiality; (iv) is independently developed by the receiving party without use of the Confidential Information; (v) consists of generalized ideas, concepts, know-how or techniques in intangible form that is incidentally retained in the unaided memories of persons who have had authorized access to Confidential Information (provided that this exception shall not be construed to grant to either party a license to the other party's copyrights or patents beyond those otherwise granted in this Agreement); (vi) is disclosed under operation of law, except that the receiving party will disclose only such information as is legally required and will use reasonable efforts to obtain confidential treatment for any Confidential Information that is so disclosed and will, if legally permitted, provide the other party prompt notice of such possible disclosure prior to disclosure in order to allow an opportunity to contest such disclosure; or (vii) is disclosed with the other party's prior written approval.

(c) Notwithstanding the foregoing, Imprivata acknowledges that Hospital 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 documents and records are public documents available for copying and inspection by the public unless such documents may be withheld under a valid legal exemption. If Hospital receives a request for the disclosure of any information related to this Agreement that Imprivata has claimed to be confidential and proprietary, Hospital will immediately notify Imprivata of such request and Imprivata shall immediately notify Hospital of its intention to contest such disclosure. Imprivata will defend and indemnify HOSPITAL against actions by third parties to compel disclosure by HOSPITAL of such confidential information, provided that: (a) HOSPITAL notifies Imprivata in writing within 30 days of the claim; (b) Imprivata has sole control of the defense and all related settlement negotiations; and (c) HOSPITAL provides Imprivata with the assistance, information and authority necessary to perform the Imprivata's obligations under this section. Imprivata shall reimburse reasonable out-of-pocket expenses incurred by HOSPITAL in providing such assistance.

6. LIMITATION OF LIABILITY. EXCEPTING ONLY IN THE EVENT OF A BREACH BY YOU OF SECTION 2 ("LICENSE GRANT") OR A BREACH BY EITHER PARTY OF SECTION 5 ("CONFIDENTIALITY"), NEITHER PARTY IS LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OR LOST PROFITS, FORESEEABLE OR UNFORESEEABLE, OF ANY KIND (INCLUDING, WITHOUT LIMITATION, LOSS OF GOODWILL, LOST OR DAMAGED DATA OR SOFTWARE, LOSS OF USE OF PRODUCTS, OR DOWNTIME) ARISING FROM THE SALE, DELIVERY OR USE OF THE APPLIANCES, PERFORMANCE OF ANY SERVICES OR ANY OTHER ACT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IMPRIVATA'S MAXIMUM LIABILITY TO YOU, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, WILL NOT EXCEED THE FEES PAID AND PAYABLE BY YOU DURING THE PRECEDING TWELVE (12) MONTH PERIOD. MONETARY DAMAGES AS LIMITED BY THIS SECTION SHALL SERVE AS YOUR SOLE AND

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EXCLUSIVE REMEDY FOR ANY CLAIM UNDER THIS AGREEMENT FOR WHICH AN EXCLUSIVE REMEDY IS NOT PROVIDED, AND AS YOUR SOLE AND EXCLUSIVE ALTERNATIVE REMEDY SHOULD ANY EXCLUSIVE REMEDY HEREUNDER BE FOUND TO FAIL OF ITS ESSENTIAL PURPOSE. NO LIMITATION AS TO DAMAGES FOR PERSONAL INJURY IS HEREBY INTENDED. The Software may permit the user of the Appliance to record employee information including but not limited to user names, passwords, applications accessed and other information regarding employees' network and corporate information access and usage. You agree to use and safeguard that employee information in accordance with all applicable laws, and Imprivata disclaims any liability for any damages of any kind arising in connection with the use or misuse of that employee information.

7. INTELLECTUAL PROPERTY CLAIMS. Imprivata will defend you from and against third party claims (and will pay any resulting damages, costs or liabilities awarded by a court of final jurisdiction) arising solely from a claim that the Software infringes any United States or European Union patent or any copyright rights (in or of countries that are signatories to the Berne Convention) of a third party. Imprivata's obligation is subject to your compliance with the following procedures:

(a) you will promptly notify Imprivata in writing of any claim or the commencement of any suit, action, proceeding or threat that you believe will result in losses for which you will be entitled to defense, provided however, that the failure to give such prompt written notice shall not affect the indemnification provided hereunder except to the extent that such failure shall have actually prejudiced Imprivata; (b) you will tender to Imprivata (and its insurer) full authority to defend or settle any such claim; and (c) you shall cooperate in the defense of such claim. Imprivata has no obligation to indemnify you in connection with any settlement made without Imprivata's prior written consent. Imprivata will defend you against any such claim brought against you by counsel retained at Imprivata's own expense and of Imprivata's own choosing. You shall be permitted to monitor the defense of any such claim with counsel of your choosing at your sole cost and expense. Imprivata shall have no obligation to indemnify you for infringement claims arising in whole or in part from (1) designs, specifications or modifications originated or requested by you, (2) the combination of the Software or any part thereof with other equipment, software or products not supplied by Imprivata if such infringement or misappropriation would not have occurred but for such combination, (3) your failure to install an update, where same would have avoided such claim or (4) Third Party Code used apart from the Appliance. In the event that the use or sale of any of the Software is enjoined or, in Imprivata's judgment may be enjoined, Imprivata will either: (i) procure for you the right to continue to use the Software,

(ii) replace the infringing portion of the Software with a functionally equivalent product or modify it so that it becomes non-infringing, or (iii) direct you to destroy the Software, including any Software installed on your Computers, and return all media and documentation containing the software program documentation or any other materials, copies or reproductions of the foregoing, relating to the Software, and, upon receipt thereof, Imprivata shall reimburse you for (x) the price originally paid by you for any Software licensed on a perpetual license basis, reduced by five year straight line depreciation plus (y) any prepaid fees for term-based Software licenses on a pro-rata basis. Upon Imprivata's fulfillment of the alternatives set out in this section, Imprivata shall be relieved of any further obligation or liability to you as a result of any such infringement or misappropriation. THIS SECTION STATES IMPRIVATA'S ENTIRE LIABILITY TO YOU AND YOUR SOLE REMEDY FOR ANY INFRINGEMENT CLAIMS CONCERNING THE SOFTWARE.

8. TERM AND TERMINATION.

(a) Term. This Agreement shall be effective from the Effective Date for a period of three (3) years or until November 30, 2022, whichever is later. Subject to Section 8(b) below, HOSPITAL shall have the option to extend the Agreement for two (2) additional one (1) year terms.

(b) Termination. You may terminate the Agreement, in its entirety or only as to the term-based Software, with or without cause, at any time by providing Imprivata with thirty (30) days written notice thereof; Imprivata may terminate the Agreement at any time, in its entirety or only as to the term-based Software, but only if you breach Section 2 (License Grant) or Section 5 (Confidentiality). Upon any such termination, all licenses granted herein (or, if the termination is effective only as to the term-based Software, the licenses for such term-based

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Software) shall become null and void and you must immediately cease using, and destroy all copies of, all the Software or, if applicable, the term-based Software.

(c) Effect of Termination. The termination of this Agreement will not entitle you to a refund for any previously paid fees (unless as provided for under this Agreement) or release Customer of its payment obligations agreed to prior to termination for any unpaid undisputed monies due, including all monies due to Imprivata but not yet invoiced for; Products, Support and Services. Moreover, termination shall not relieve either party from its obligation under any provisions hereof that contemplate performance subsequent to any termination of this Agreement, including without limitation the provisions regarding Confidentiality, Limitation of Liability, shall survive termination of this Agreement without limiting the foregoing, and excepting only as set forth in Section 7 (Intellectual Property Claims). Upon the termination of this Agreement, both parties shall promptly, and in any event within thirty (30) days following termination, return to the other party all property and Confidential Information belonging to the other, in all forms partial and complete, in all types of media and computer memory, and whether or not merged with other materials, or, to the extent such return is not reasonably practical, will destroy the foregoing and provide the originating party with a certificate by an officer of the company certifying destruction.

9. EXPORT RESTRICTIONS. You are solely responsible for complying with applicable export and import regulations, securing any necessary export or import license(s), obtaining local customs clearance and paying all duties, taxes and other charges. You represent and warrant to Imprivata that you will not export the Software or any portion thereof in violation of applicable laws or regulations. You agree to indemnify and hold Imprivata harmless from and against claims, losses, costs, or liability, arising in connection with your breach of this Section.

10. U.S. GOVERNMENT RESTRICTED RIGHTS. The Software is a "commercial item," as that term is defined in 48 C.F.R. 2.101 (Oct. 1995), consisting in part of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (Sept. 1995). Consistent with 48 C.F.R. 12,212 and 48C.F.R. 227.7202-1 through 227.7202-4 (June 1995), all U.S. Government End Users acquire the Software with only those rights set forth herein. Contractor/Manufacturer is: Imprivata, Inc., 10 Maguire Road, Lexington, MA 02421- 3120 U.S.A.

11. SUPPORT. You may receive Support (as more specifically set forth on Exhibit "A") on an annual basis commencing with shipment of your Software if you are purchasing Imprivata Support from Imprivata or an Imprivata authorized reseller. At the end of the initial year of Support, or any subsequent anniversary thereof, Support may be renewed for successive twelve (12) month periods with the parties' prior written consent. Notwithstanding the foregoing, Imprivata (or its reseller, as applicable) shall not terminate Support without cause if Imprivata (or its reseller, as applicable) is then providing Support to other similarly situated customers, provided that Imprivata (or its reseller, as applicable) may, with not less than sixty (60) days' notice, change the Support descriptions or pricing effective at the start of the next annual term hereunder. Notwithstanding the foregoing, for a period of five (5) years following the Effective Date, Imprivata shall not increase the fees for any annual Support renewal for the Imprivata Products purchased under this Agreement over the prior year's fees in excess of three percent (3%). Imprivata or its reseller will invoice you for the renewal not less than thirty (30) days prior to the end of the then applicable annual Support period; payment will be due as of the commencement of the then applicable annual Support period and Imprivata or its reseller may terminate Support if you fail to make the applicable payment within thirty (30) days thereafter. While you participate in Support, Imprivata will provide you (i) telephone and email based technical support in accordance with the Support level purchased and (ii) all new maintenance releases to the Software when and if available(additional information is available at https://www.imprivata.com/imprivata-maintenance-and- support). Imprivata shall not be required to provide Support on any Software (a) for more than twelve (12) months after its general release, or (b) more than one (1) release behind the currently shipping release of the Software. Any software provided to you pursuant to Support shall be provided as Software licensed under the terms of this Agreement. Notwithstanding the foregoing, Support for a term-based Software license is included in the Software license cost and shall commence on delivery of the Software and continue for the duration of the license term.

12. HIGH RISK ACTIVITIES. The Appliance is not fault-tolerant and is not developed or intended for use-

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including evaluation or trial use –in hazardous environments requiring fail-safe performance, including without limitation in the operation of nuclear facilities, aircraft navigation or control systems, air traffic control, direct life support machines or weapons systems, or any other application in which the failure of the Software could lead to death, personal injury, or severe physical or environmental damages ("High Risk Activities"). Imprivata specifically excludes any express or implied warranty of fitness for High Risk Activities.

13. EQUITABLE RELIEF. You agree that, because of the proprietary nature of the Software, Imprivata's remedies at law for a breach by you of your obligations under this Agreement will be inadequate and that Imprivata shall, in the event of a breach or threatened breach, be entitled to equitable relief, including injunctive relief, without the posting of any bond, in addition to all other remedies provided under this Agreement or available at law.

14. CUSTOMER LIST.

Neither HOSPITAL nor Imprivata 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.

15. GENERAL

(a) This Agreement (and any purchase orders) contains the entire agreement of the parties with respect to the transactions contemplated by this Agreement and supersedes all prior and contemporaneous agreements, representations and understandings, whether written or oral. No modification or waiver of any provision hereof is effective unless in writing and signed by each party. Imprivata shall not be subject to any provisions of any pre-printed purchase order, or any of your policies, regulations, rules, or the like, including those set forth in any of your sponsored registration system (collectively, "**Policies**"), even if such Policies require affirmative acknowledgement from a Imprivata representative.

(b) This Agreement is binding upon and inures to the benefit of the parties, their successors and permitted assigns. Neither party may assign or transfer its rights hereunder without the other party's prior written consent, provided that Imprivata may assign this Agreement in connection with a merger or consolidation or the sale of all or substantially all of its assets or stock.

(c) The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act (UCITA) as adopted by any state are specifically excluded from application hereunder.

(d) The failure of either party to enforce any of the terms hereof will not be construed as a waiver of future enforcement of that or any other term. Neither party is responsible for any delays or failure in performance (except for payment of money) due to any cause beyond the party's reasonable control. If any provision of this Agreement or the application thereof to any party or circumstances shall, to any extent, now or hereafter be or become invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and every other provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. Section headings used in this Agreement are intended for convenience only and shall not affect the interpretation or construction of this Agreement.

(e) The parties acknowledge that Imprivata is an independent contractor of yours. In no event will Imprivata or any of its employees be deemed a joint venture party, partner, employee, or agent of yours by virtue of this Agreement.

(f) Imprivata may from time to time, prior to or during the term of this Agreement, disclose to you information related to planned future products, features or enhancements. Imprivata's development efforts and plans are subject to change at any time, without notice; Imprivata provides no assurances that Imprivata will introduce any such future products, features or enhancements and assumes no responsibility to introduce such products, features or enhancements. You acknowledge that your current purchasing decisions are not made based on the reliance on any such future timeframes or specifics described to you.

16. INSURANCE

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Imprivata shall obtain and maintain the insurance coverage required in **Exhibit B** incorporated herein by this reference. Imprivata shall comply with the terms and conditions set forth in **Exhibit B** and shall include the cost of the insurance coverage in their prices. For purposes of clarification, notwithstanding the insurance requirements set forth in **Exhibit B**, Imprivata's maximum liability to you is set forth in Section 6 ("Limitation of Liability").

17. NOTICES

Any notice required to be given hereunder shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery, certified U.S. mail, return receipt requested, email or facsimile, at the following addresses:

TO HOSPITAL: University Medical Center of Southern Nevada
Attn: Contracts Management
1800 W. Charleston Blvd.
Las Vegas, NV 89102

TO IMPRIVATA: Imprivata, Inc.
Attention: General Counsel
10 Maguire Road
Lexington, MA 02421-3120

(Signature page to follow)

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IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed and delivered on the dates below to be effective as of the Effective Date.

HOSPITAL:

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

By:_____ _____
MASON VANHOUWELING DATE
Chief Executive Officer

IMPRIVATA, INC.:

By: DocuSigned by: Jeff Kowalski 16969808AB824B7...
Jeff Kowalski 1/10/2020
NAME DATE
Vice President, Legal
TITLE

(Signature Page to Imprivata End User License Agreement)

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EXHIBIT A
MAINTENANCE & SUPPORT

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Imprivata Maintenance and Support

Imprivata will provide the maintenance and support services ("Maintenance and Support") as further described herein to Customer during the Initial Maintenance Term and any subsequent Renewal Term for which Customer has paid the applicable fees. For purposes of clarification, "Support" as used in the Imprivata end user license agreement shall have the same meaning as Maintenance and Support as used herein. Certain Imprivata Software (excluding PatientSecure) is installed on an Imprivata hardware appliance. For purposes herein, a "Physical Appliance" shall mean a physical hardware appliance that uses physical processors and a "Virtual Appliance" shall mean a virtual (or otherwise emulated) appliance that uses virtual processors.

The descriptions that follow apply only to the Maintenance and Support offered directly from Imprivata, Inc. Imprivata's authorized resellers may offer different maintenance and support options and should be contacted for information specific to their policies.

1. Term and Pricing

The initial term of Maintenance and Support shall be for a period of twelve (12) months beginning on the date of delivery of the Software and Hardware (as applicable) (the "Initial Maintenance Term") and may be renewed for additional twelve (12) month terms on the successive anniversary of the Initial Maintenance Term (each a "Renewal Term"), with the parties' prior written consent. Maintenance and Support may be renewed only for an annual term and only for all Software and Hardware licensed by Customer; partial renewals will not be accepted. Fees for Imprivata Maintenance & Support shall be based on Imprivata's then-current price list in effect at the time of any such purchase or renewal.

2. Maintenance Release Updates and Support for Imprivata Software

Imprivata will provide maintenance release updates for the then-current and two (2) prior versions (major or minor) of the Imprivata Software, but in all events will provide maintenance (i.e. defect resolution) for any shipping version for a minimum of twenty-four (24) months from the date of release. A "major version" is a Software program identified by a change in the number immediately to the left of the decimal point, e.g., 5.1 or 6.1 and a "minor version" is a Software program identified by a change in the number immediately to the right of the decimal point, e.g. 5.1 to 5.2. Imprivata shall provide support services to customers who are current with Maintenance and Support if Imprivata is also providing equivalent support services to other similarly-situated customers.

Imprivata may, upon sixty (60) days' notice, change the Maintenance and Support descriptions or pricing effective at the start of the next term hereunder. Either party may terminate Maintenance and Support if the other party fails to cure a material breach of this Maintenance and Support policy within thirty (30) days after receipt of written notice of such breach from the non-breaching party.

3. Supported Environments. Notwithstanding anything to the contrary, Imprivata will provide Maintenance and Support for the Imprivata Software when used in connection with those third party applications, operating systems, databases, and key system components ("Third Party Component(s)") listed on the Imprivata Supported Configuration matrix for the applicable Imprivata Software (each a "Supported Environment"), copies of such matrices are located at the Imprivata Support and Learning Center website at:

http://support.imprivata.com/CommunityProducts

When a Third Party Component reaches the end of its primary or mainstream support, Imprivata will no longer provide Maintenance and Support for Imprivata Software that interoperate with such Third Party Component. Third Party Components under extended third party vendor support are also not supported by Imprivata. Notwithstanding the foregoing, Imprivata Customer Support will accept support incidents for Imprivata Software used in connection with a Third Party Component that is not used in a Supported Environment, provided, however, Imprivata will only

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troubleshoot the issue up to the point that Imprivata in its sole discretion determines the problem is related to the Imprivata Software being used with a Third Party Component that is not a Supported Environment. At such point, Imprivata Customer Support will require Customer to be able to reproduce the error in a Supported Environment.

4. Reinstatement

In the event of any lapse in coverage of Maintenance and Support, any reinstatement of Maintenance and Support shall be subject to payment by Customer of all Maintenance and Support fees that would have been payable from the time Customer discontinued Maintenance and Support to the time of its reinstatement, plus an additional 5% reinstatement fee on all back Maintenance and Support accrued.

5. Named Support Contacts

"Named Support Contact(s)" for Imprivata Customer Support shall mean a current Customer employee(s) or designee(s), registered as a user on the Imprivata Support and Learning Center. The Named Support Contact shall be responsible for the administration and ongoing maintenance during any Imprivata implementation. Only Named Support Contacts are authorized to call Imprivata to report a Priority 1 issue (defined below). The number of Named Support Contact(s) permissible is set forth below. Named Support Contact(s) shall be required to have successfully completed Imprivata Certified Engineer (ICE) training.

Maintenance & Support Level	*Number of Named Contacts*
Standard	3
Premium	6

6. Contacting Imprivata Customer Support

Information on how to contact Imprivata Support by telephone can be found at the following URL:

http://www.imprivata.com/contact-us

7. Imprivata Support and Learning Center

The Imprivata Support and Learning Center website can be found at the following URL:

http://support.imprivata.com

The Imprivata Support and Learning Center is staffed only during the support business hours as set forth in Section 8 below. New cases or case updates submitted through the Imprivata Support and Learning Center outside of support business hours will be processed during the next business day. Login credentials are required to access to the Imprivata Support and Learning Center. Customer is able to register as a new contact at the same URL.

- Customers can search knowledge articles to help find answers to commonly asked questions and issues.
- Customers can view available Imprivata product downloads.
- Allows Customers to log a support case with Imprivata Customer Support and to review and update cases.
- The Ideas section allows Customer to exchange ideas with Imprivata Product Management by permitting Customer to review, vote, or submit new requests for Imprivata product functionality.
- Customers can exchange helpful information with other community members in the Community section.

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● Customers can choose to be notified of new Service Pack and Hot Fix Product releases.

8. Imprivata Customer Support Business Hours

Imprivata provides support coverage Monday through Friday during the business hours as set forth in the table below.

Global Time Zone	*Business Hours*
Americas	8am - 6pm EST 8am - 6pm PST
EMEA	8am - 6pm GMT
APAC	8am - 6pm Australian Eastern Time (AEST)

● Business hours coverage excludes Imprivata's observation of local public holidays. The observed holidays will be specified in the Imprivata Support and Learning Center which shall include real-time notifications.

● Customers on the Premium Maintenance and Support level may contact Imprivata Customer Support by telephone outside of regular business hours for assistance with Priority 1 issues (defined below) and entering their PIN when prompted to do so.

● Maintenance and Support requests will be promptly routed to a customer support engineer and requests will be responded to as set forth in Section 10 below. The customer support engineer will engage to diagnose the issue and will escalate within Imprivata to engage additional technical and management resources as necessary.

9. Case Priority Classifications

Customers will be required to indicate the priority of their issue when contacting Imprivata Customer Support using the classifications as set forth in the table below.

Priority	*Definition*
Priority 1	Imprivata Software, Physical Appliance or Virtual Appliance is not operational or is severely impaired in a production environment and no alternative solution or workaround is currently available;
Priority 2	Imprivata Software, Physical Appliance or Virtual Appliance is operational, however its functionality is seriously affected in a production environment and no alternative solution or workaround is currently available; or Implementation is delayed due to an Imprivata Software or Hardware error.
Priority 3	Imprivata Software or Hardware is functioning, however there is a minor issue that is impacting the production environment and a workaround may be available.
Priority 4	General questions or issues that have a minor impact to a non-production environment.

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10. Service Level Response Times

Initial response times are determined by the priority of the issue as set forth in the table below. Initial Response and Target Resolution times are calculated from when Imprivata receives the initial call.

Priority	Standard Maintenance and Support		Premium Maintenance & Support	
	Initial Response Time	***Target Resolution Time***	***Initial Response Time***	***Target Resolution Time***
Priority 1	Within 2 business hours	Within 1 business day	Within 1 hour	Within 1 day
Priority 2	Within 4 business hours	Within 7 business days	Within 2 business hours	Within 5 business days
Priority 3	Within 1 business day	Next release	Within 4 business hours	Next release
Priority 4	Within 2 business days	Within a commercially reasonable time	Within 1 business day	Within a commercially reasonable time

11. Imprivata Software, Physical & Virtual Appliance Maintenance and Support

a. Maintenance and Support shall be provided for the purpose of investigating Imprivata Software, Physical Appliance or Virtual Appliance errors that have been reported by Customer. Imprivata will acknowledge to Customer receipt of a reported error in accordance with Section 10 above and will diagnose and may attempt to recreate Customer-detected errors, provided that the error can be recreated without customer-specific environment or customization. Imprivata will use commercially reasonable efforts to develop a workaround for the error. To report an error, Customer shall submit to Imprivata the priority of the issue, any log, trace or dump files requested, a clear description of the problem and error message(s), information regarding the equipment and operating system on which the Software is loaded, and any other data that Imprivata may reasonably request in order to attempt to diagnose or reproduce the conditions under which the error occurred. Imprivata will not provide Maintenance and Support for issues resulting from: (i) any damage or failure resulting from any cause beyond Imprivata's reasonable control, including without limitation, unauthorized or third-party modifications or repairs, products not supplied by Imprivata; (ii) additions, extensions, customizations or Customer modifications to the Imprivata Software; (iii) instances where the Software are used in combination with any other third party software that it is not a supported environment; and (iv) incidents caused by Customer's negligent use of the Imprivata Software.

b. Imprivata may from time to time release updates to current versions of the Software to correct defects, as maintenance releases, as upgrades or new major versions. Updates are included as part of your Maintenance and Support coverage.

c. New software features and functionality offered in major new versions, if priced separately, are not included in Maintenance and Support. Additionally, any incremental hardware required to support new software features and functionality is also priced separately.

d. Imprivata may require remote access to expedite an investigation. Third party tools such as WebEx and LogMeIn are commonly used for this purpose. Other options are also available when needed. Resolution of issues may take longer if no remote access is permitted to the environment and the issue cannot be reproduced.

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e. Maintenance and Support does not include replacement or reconditioning of products which do not contain the current or immediately prior version of Software; which have been subjected to excessive wear or deterioration; or which have not been used in accordance with applicable product specifications.

12. Physical Appliance & Imprivata Branded Device Warranty

a. The Physical Appliance and Imprivata branded hardware device warranty commences on the date Imprivata ships the Physical Appliance and/or Imprivata branded hardware device and continues for a period of twelve (12) months (the "Hardware Warranty"). In the event Imprivata's manufacturer provides Imprivata with a longer warranty period for any such Physical Appliance or Imprivata branded hardware device, Imprivata will pass along any such additional warranty period to Customer.

b. The Hardware Warranty applies to Physical Appliances and Imprivata branded hardware devices only. The Hardware Warranty does not apply to Virtual Appliances and is exclusive of all non-branded third-party authentication devices. Imprivata will pass along the manufacturer's warranty for all non-branded third-party authentication devices.

c. During the Hardware Warranty if any Physical Appliance or Imprivata branded hardware device is determined to be defective by Imprivata Customer Support said hardware will be replaced at no additional charge according to the terms of Customer's Maintenance and Support plan as further described herein. Defective hardware is not repaired onsite. In the event a Physical Appliance or Imprivata branded hardware device in need of replacement is no longer commercially available from the manufacturer, Customer will be entitled to the then-current Physical Appliance model or equivalent Imprivata branded hardware device model at the time of such replacement.

13. Physical Appliance Return and Repair

a. During the Hardware Warranty period – Standard Level

1. If Imprivata Customer Support determines the Physical Appliance is defective, a standard service pre-paid electronic return label will be issued to Customer for the return of the defective Physical Appliance. Customer is responsible for properly packaging the defective Physical Appliance for shipment.

2. Once the defective Physical Appliance is received by Imprivata, Imprivata will repair the defective Physical Appliance at no cost to Customer, including shipping and handling costs. If the defective Physical Appliance cannot be repaired, it will be replaced with refurbished Physical Appliance. Imprivata's repair or replacement of the defective Physical Appliance as set forth above does not extend the Hardware Warranty. In the event a Physical Appliance in need of replacement is no longer commercially available from the manufacturer, Customer will be entitled to the then-current Physical Appliance model at the time of such replacement.

3. If a future release of Imprivata Software requires a later model of Physical Appliance, Imprivata will supply a replacement Physical Appliance at no cost to Customer, including shipping and handling costs. The Hardware Warranty will not be extended for the later model Physical Appliance or component thereof. For purposes of clarification, the aforementioned replacement obligation shall only apply to Physical Appliances.

b. After the Hardware Warranty Period – Standard Level

1. If Imprivata Customer Support determines that the Physical Appliance is defective, Customer may purchase replacement Physical Appliance at Imprivata's then-current price. For purposes of clarification, any replacement of a defective Physical Appliance purchased by Customer will include a new Hardware Warranty. In the event a Physical Appliance in need of replacement is no longer commercially available from the manufacturer, Customer would need to purchase the then-current Physical Appliance model.

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2. If a future release of Imprivata Software requires a later model of Physical Appliance, Customer may purchase replacement for the later model Physical Appliance at Imprivata's then-current price. For purposes of clarification, any replacement purchased by Customer for the later model Physical Appliance will include a new Hardware Warranty.

c. Premium Level

1. Regardless of warranty status, provided Customer is on Premium level Maintenance and Support, if Imprivata Customer Support determines that the Physical Appliance is defective, Imprivata will ship a refurbished Physical Appliance to Customer via an expedited shipment method within one (1) business day for current shipping versions of the Physical Appliance and within five (5) business days for prior versions of the Physical Appliance. Imprivata will use overnight shipping services when they are available for the destination, excluding customs clearance. Customer will be required to return the defective Physical Appliance to Imprivata within fifteen (15) business days. A pre-paid return label for the purpose of returning the defective Physical Appliance will be included with the replacement Physical Appliance. Imprivata reserves the right to charge Customer the then-current Imprivata price for the defective Physical Appliance if not returned. In the event a Physical Appliance in need of replacement is no longer commercially available from the manufacturer, Customer will be entitled to the then-current Physical Appliance model at the time of such replacement.

2. If a future release of Imprivata Software requires a later model of Physical Appliance, Imprivata will supply Customer with a replacement for the later model Physical Appliance at no cost to Customer, including shipping and handling costs. For purposes of clarification, the aforementioned replacement obligation shall only apply to Physical Appliances.

14. Imprivata Branded Hardware Device Return and Repair

a. During the Hardware Warranty period

1. If Imprivata Customer Support determines the Imprivata branded hardware device is defective, a standard service pre-paid electronic return label will be issued to Customer for the return of the defective Imprivata branded hardware device. Customer is responsible for properly packaging the defective Imprivata branded hardware device for shipment.

2. Once the defective Imprivata branded hardware device is received by Imprivata, Imprivata will repair the defective Imprivata branded hardware device at no cost to Customer, including shipping and handling costs. If the defective Imprivata branded hardware device cannot be repaired, it will be replaced with refurbished Imprivata branded hardware device. Imprivata's repair or replacement of the defective Imprivata branded hardware device as set forth above does not extend the Hardware Warranty. In the event an Imprivata branded hardware device in need of replacement is no longer commercially available from the manufacturer, Customer will be entitled to the equivalent Imprivata branded hardware device model at the time of such replacement.

b. After the Hardware Warranty period

1. If Imprivata Customer Support determines that the Imprivata branded hardware device is defective, Customer may purchase replacement Imprivata branded hardware device at Imprivata's then-current price. For purposes of clarification, any replacement of a defective Imprivata branded hardware device purchased by Customer will include a new Hardware Warranty. In the event an Imprivata branded hardware device in need of replacement is no longer commercially available from the manufacturer, Customer would need to purchase the then-current other available Imprivata branded hardware device model.

2. If a future release of Imprivata Software requires a later model of Imprivata branded hardware device, Customer may purchase a replacement for the later model Imprivata branded hardware at Imprivata's then-

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current price. For purposes of clarification, any replacement purchased by Customer for the later model Imprivata branded hardware device will include a new Hardware Warranty.

15. Summary Usage Data

In order to assist Imprivata in providing proactive support to Customer, Imprivata collects summary data regarding Customer's use of Imprivata Software. Such data includes daily usage statistics, software version information, user and computer statistics, number of deployed and enrolled users per application, and number of logins per application per day. Imprivata does not collect any personal information about Customer employees (including user names, passwords or demographic information) or protected health information about its patients, and the data collected is available to Customer upon request. If Customer wishes to opt-out of the delivery of this summary data to Imprivata, it can do so by contacting Imprivata Customer Support as set forth above.

16. Application Profile Development and Maintenance

The development of new application profiles, or changes to existing application profiles to support a new version of third-party software are not within the scope of Imprivata Maintenance and Support. Imprivata Professional Services should be contacted for assistance with developing new or maintaining existing application profiles. Should a previously functioning application profile no longer function due to an Update of Imprivata Software, Imprivata Customer Support should be contacted for assistance.

17. Custom Development

Imprivata's Professional Services group may provide fee-based custom development services to Customer pursuant to a statement of work. Imprivata professional services may be engaged for assistance with customized components which no longer function properly following an upgrade of Imprivata Software or other environmental change.

18. Updates and Configuration Changes

Customers are strongly encouraged to test all updates (such as defect fixes, new releases and new versions) in a test environment before deploying them into a production environment.

In some cases, a support issue is resolved by the recommendation to change a configuration setting on the server or the agent. Customers are strongly encouraged to validate recommended changes in a test environment before deployment in a production environment.

19. Suspension

Imprivata reserves the right to suspend Maintenance and Support to Customer in the event Customer's Maintenance and Support payment under any invoice is more than thirty (30) days past due.

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EXHIBIT B
INSURANCE REQUIREMENTS

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INSURANCE REQUIREMENTS

TO ENSURE COMPLIANCE WITH THE CONTRACT DOCUMENT, COMPANY SHOULD FORWARD THE FOLLOWING INSURANCE CLAUSE AND SAMPLE INSURANCE FORM TO THEIR INSURANCE AGENT PRIOR TO PROPOSAL SUBMITTAL.

Format/Time: Imprivata, Inc. ("COMPANY") shall upon request provide University Medical Center of Southern Nevada ("OWNER") with Certificates of Insurance, per the sample format (page B-3), for coverages as listed below, and endorsements affecting coverage required by this Contract within **a reasonable time but prior to commencement of the services,** after the award by OWNER. All policy certificates and endorsements shall be signed by a person authorized by that insurer and who is licensed by the State of Nevada in accordance with NRS 680A.300. All required aggregate limits shall be disclosed and amounts entered on the Certificate of Insurance, and shall be maintained for the duration of the Contract and any renewal periods.

Best Key Rating: OWNER requires insurance carriers to maintain during the contract term, a Best Key Rating of A.VII or higher, which shall be fully disclosed and entered on the Certificate of Insurance.

Owner Coverage: OWNER, its officers and employees must be expressly covered as additional insured except on workers' compensation and professional liability insurance coverages. The COMPANY's insurance shall be primary as respects OWNER, its officers and employees.

Endorsement/Cancellation: The COMPANY's general liability insurance policy shall be endorsed to recognize specifically the COMPANY's contractual obligation of additional insured to Owner. All policies must note that OWNER will be given thirty (30) calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits.

Deductibles: All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed $25,000, except for the professional liability deductible which is $100,000.

Aggregate Limits: If aggregate limits are imposed on bodily injury and property damage, then the amount of such limits must not be less than $2,000,000.

Commercial General Liability: Subject to Paragraph 6 of this Exhibit, the COMPANY 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. Commercial general liability coverage shall be on a "per occurrence" basis only, not "claims made," and be provided either on a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad Form CGL endorsement) insurance form.

Automobile Liability: Subject to Paragraph 6 of this Exhibit, the COMPANY shall maintain limits of no less than $1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by COMPANY and any auto used for the performance of services under this Contract.

Professional Liability: The COMPANY shall maintain limits of no less than $1,000,000 aggregate. If the professional liability insurance provided is on a Claims Made Form, then the insurance coverage required must continue for a period of 2 years beyond the completion or termination of this Contract. Any retroactive date must coincide with or predate the beginning of this and may not be advanced without the consent of OWNER.

Workers' Compensation: The COMPANY shall obtain and maintain for the duration of this contract, 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-616D, inclusive, provided, however, a COMPANY that is a Sole Proprietor shall be required to submit an affidavit (Attachment 1) indicating that the COMPANY has elected not to be included in the terms, conditions and provisions of Chapters 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions.

Failure To Maintain Coverage: Intentionally omitted.

Additional Insurance: The COMPANY is encouraged to purchase any such additional insurance as it deems necessary.

Damages: Intentionally omitted.

Cost: The COMPANY shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).

Insurance Submittal Address: All Insurance Certificates requested shall be sent to the University Medical Center of Southern Nevada, Attention: Contracts Management. See the Submittal Requirements Clause in the RFP package for the appropriate mailing address.

Insurance Form Instructions: The following information must be filled in by the COMPANY's Insurance Company representative:

1) Insurance Broker's name, complete address, phone and fax numbers.

2) COMPANY's name, complete address, phone and fax numbers.

3) Insurance Company's Best Key Rating

4) Commercial General Liability (Per Occurrence)
   (A) Policy Number
   (B) Policy Effective Date
   (C) Policy Expiration Date
   (D) General Aggregate ($2,000,000)
   (E) Products-Completed Operations Aggregate ($2,000,000)
   (F) Personal & Advertising Injury ($1,000,000)
   (G) Each Occurrence ($1,000,000)
   (H) Fire Damage ($50,000)
   (I) Medical Expenses ($5,000)

5) Automobile Liability (Any Auto)
   (J) Policy Number
   (K) Policy Effective Date
   (L) Policy Expiration Date
   (M) Combined Single Limit ($1,000,000)

6) Worker's Compensation

7) Description: Number and Name of Contract (must be identified on the initial insurance form and each renewal form).

8) Certificate Holder:

   University Medical Center of Southern Nevada
   c/o Contracts Management
   1800 West Charleston Boulevard
   Las Vegas, Nevada 89102

   THE CERTIFICATE HOLDER, UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, MUST BE NAMED AS AN ADDITIONAL INSURED.

Appointed Agent Signature to include license number and issuing state

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

PRODUCER	CONTACT NAME:	
INSURANCE BROKER'S NAME ADDRESS	PHONE (A/C No. Ext): BROKER'S PHONE NUMBER	FAX (A/C No.) BROKER'S FAX NUMBER
	E-MAIL ADDRESS: BROKER'S EMAIL ADDRESS	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
CONTRACTOR'S NAME ADDRESS PHONE & FAX NUMBERS	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADD'L INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	CLAIMS-MADE X OCCUR.	X					MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS – COMP/OP AGG	$ 2,000,000
	POLICY X PROJECT LOC						**DEDUCTIBLE MAXIMUM**	**$ 25,000**
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS	X					BODILY INJURY (Per accident)	$
	SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$
	HIRED AUTOS							$
	NON-OWNED AUTOS						**DEDUCTIBLE MAXIMUM**	**$ 25,000**
	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY Y/N						WC STATU-TORY LIMITS OTHER	$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE – E.A. EMPLOYEE	$
							E.L. DISEASE – POLICY LIMIT	$
	INSTALLATION FLOATER						AGGREGATE	$

DESCRIPTION OF OPERATIONS / LOCATIONS I VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

(Insert Project Name). UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, ITS OFFICERS, EMPLOYEES AND VOLUNTEERS, ARE INSUREDS WITH RESPECT TO LIABILITY ARISING OUT OF THE ACTIVITIES BY OR ON BEHALF OF THE NAMED INSURED IN CONNECTION WITH THIS PROJECT.

CERTIFICATE HOLDER	CANCELLATION
UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA **C/O CONTRACTS MANAGEMENT** **1800 WEST CHARLESTON BOULEVARD** **LAS VEGAS, NV 89102** **The Certificate Holder is named as an additional insured.**	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

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Imprivata Professional Services

imprivata

Implementation Services

Statement of Work
For
University Medical Center of Southern Nevada

Effective Date: January 8, 2020
Revision: 2

Introduction

This Statement of Work ("SOW") is between University Medical Center of Southern Nevada ("Customer" or "UMC"), and Imprivata, Inc. ("Imprivata"). This SOW defines the scope of the services ("Services") that Imprivata will provide to the Customer. The Services shall be subject to the terms and conditions set forth in the End User License Agreement between the parties dated _____ ___, 2020, (the "License Agreement") and constitute Imprivata's entire obligation hereunder. Any capitalized terms used herein but not defined shall have the meaning given to them in the License Agreement.

Project Summary

Imprivata will implement a comprehensive Identity Governance solution to manage all identities at UMC. This includes automated identity management into a single Active Directory ("AD") environment, managing a defined set of standard AD attributes. It also includes automated management of Microsoft Exchange (on-premise) and Epic (both EMP (employee) & SER (provider) automation). The solution will also manage (without automation) one additional application to be defined by UMC. The Identity Governance solution will take a feed from the SAP HR (current UMC HR system) system, as well as Echo credentialing system, to automate the workflow process and identity management of users. Additional onsite and remote time included to build out and implement full role based access controls which will accurately determine user rights and level of access required. Approval workflows will be implemented as part of the identity management processes to make sure proper verification at various points in the workflow process. The solution will provide a rich, robust Governance, Risk Management, and Compliance (GRC) dashboard that provides actionable insight into the identities within UMC.

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Description of Services

The following services will be provided as part of this Statement of Work. Any services not described herein will require a Project Change Request (PCR).

Project Readiness Services

Project Management and Project Readiness Support	Imprivata will provide a Project Manager for this engagement that will be responsible for the following tasks: • Reviewing the Statement of Work and contractual responsibilities of both parties with the Customer's Project Manager • Conducting a project kick-off meeting between the Customer, the Imprivata Project Manager and the Imprivata Implementation Engineer(s) to ensure project readiness, review project roles, set expectations, and confirm logistics • Providing a project plan to the Customer and updating the plan during the period of the engagement • Coordination of a technical call with the Customer and the Imprivata Implementation Engineer(s) to review project tasks, schedules and resources and make changes and additions, as necessary • Measurement and evaluation of progress with the Customer's Project Manager • Preparation of status reports during the active periods of the engagement • Serving as Customer's primary escalation point for all technical and business-related issues pertaining to Imprivata Prior to the start of the project, the Customer will designate a Project Manager who will be the focal point for communications relative to the project and will have the authority to act on behalf of the Customer in all matters regarding the project, including: • Managing the Customer's personnel and responsibilities for the project • Serving as the interface between departments participating in the project • Participating in project meetings • Helping resolve project issues and escalating issues within the Customer's organization as necessary
Design Meeting	Imprivata and Customer will work to find a mutually agreeable date to schedule the onsite design session. As part of this process, Imprivata will provide Customer with a list of pre-requisites and a proposed agenda.

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	Imprivata tasks: • Ensure the allocated team is prepared and possesses the necessary experience and skills to facilitate a successful engagement • Validate that Customer has completed their prerequisite tasks prior to conducting the design including sign off on the Discovery Scope Document • Complete a detailed analysis of role structure and the applications that are in scope for provisioning • Ensure that Customer is comfortable with the design approach so remaining design work can be done remotely • Complete the Imprivata Identity Governance Design document Customer tasks: • Participate collaboratively in the design session so they are able to understand and fully use the Imprivata Identity Governance solution in their full production environment • Ensure that Imprivata is aware of all functional and technical requirements • Commit to finalizing and signing off on the Imprivata provided design document no more than two weeks following delivery of the document
Functional Specification	Imprivata will deliver a detailed functional specification document that must be reviewed and signed off by the Customer. The functional specification will be delivered prior to any functional testing period. The functional specification will include a detailed description of all requirements for the Imprivata Identity Governance solution.

Configuration and Validation Services

Configure Development Environment	The Imprivata Implementation Engineer will install and configure the Imprivata Identity Governance solution within a development environment. This environment will be used by the Imprivata Implementation Team to develop and test all code drops associated with the Imprivata Identity Governance solution. The Customer will be responsible for providing all of the servers that are necessary to build a complete Imprivata Identity Governance development environment.

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Configure Production Environment	The Imprivata Implementation Engineer will install and configure the Imprivata Identity Governance solution within a production environment. All code drops that are fully validated and signed off on will be migrated to the production environment. No code drop will be migrated to production until the Customer's change control is followed. The Customer will be responsible for providing all of the servers that are necessary to build a complete Imprivata Identity Governance production environment.
Configure Active Directory Automated Provisioning	The Imprivata Implementation Engineer will configure Active Directory user account management including creation, modification, and termination into a single identified Active Directory domain. The Imprivata Implementation Engineer will configure the system to support either a Basic or Advanced level of Active Directory integration. For more details of what is supported in this SOW, please refer to the Project Work Breakdown Structure. Specific customization will also be listed in the SOW. Any customization not specifically documented will not be supported.
Active Directory Duplicate User Logic	The Imprivata Implementation Engineer will customize the logic associated with how the Imprivata Identity Governance solution will handle a duplicate user for sAMAccountName AND DistinguishedName creation.
Role-based Provisioning Assistance	The Imprivata Implementation Engineer will assist Customer with understanding their Role Structure and associated Role Database. The goal is an understanding of how the Customer can use roles and the role database to assign user and application level access and entitlements. There are multiple levels of role-based provisioning support. For more details of what is supported in this SOW, please refer to the Project Work Breakdown Structure.
Custom E-Mail Templates	The Imprivata Implementation Engineer will configure one or more custom email templates as defined by the agreed upon functional requirements documentation. For more details of how many custom email templates are supported in this SOW, please refer to the Project Work Breakdown Structure.
Configure Microsoft Exchange Automated Provisioning	The Imprivata Implementation Engineer will configure Microsoft Exchange user account management including creation, modification, and termination for either 2010 or Exchange 365.
Configure Approvals	The Identity Governance implementation will include configuration of the approvals feature. Approvals can be obtained before an application account can be created, modified, or deleted in Identity Governance. Workflows can be configured to require a single or multiple level approval. After an approval is

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	completed for the first level, the approval for the next level is initiated until all approval levels are completed.

Configure Epic EMP Automated Provisioning	The Imprivata Implementation Engineer will complete the following tasks as part of the Epic EMP integration:
	• Install Epic Web services
	• On the target bridge server:
	  ○ Install SOAP UI client (tool for testing API and integrations)
	  ○ Install Fiddler2
	• Set up working session for “app review” of Epic
	• Submit requests through the SOAP UI client or Epic SOAP client to validate app review and WS setup
	• Install Epic bridge and verify command line create using same SOAP requirements
	• Install and configure XML and scripts for Identity Governance and validate submit from Identity Governance UI

Configure Epic SER Automated Provisioning	The Imprivata Implementation Engineer will complete the following tasks as part of the Epic SER integration: • Creation of process to feed Identity Governance solution the appropriate data to create the SER record • Linking of the EMP and SER record
Configure Application for Manual Provisioning	The Imprivata Implementation Engineer will create the Application XML and scripting to support the workflow of an application. The Implementation Engineer will build and configure a simple single workflow for the application so that it is managed by Imprivata Identity Governance. The Implementation Engineer will build and configure workflows for the application to support up to 25 user entitlement attributes. Any attributes greater than 25 will be covered as additional customization. The workflows supported will be limited to Create, Modify Name Change, Modify Role Change, and Termination. Since this type of application is limited to a manual workflow there is no bridge support for any of the operations.
Configure GRC	The Imprivata Implementation Engineer will assist with the preparation of server(s) required for GRC functionality which includes a review of the required SQL databases, SQL accounts and permissions. The Imprivata Implementation Engineer will assist with the execution of the DataIntegration installer and the configuration and deployment of the SSISDB4Governance ispac. The Implementation Engineer(s) will also work with the

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Customer's Imprivata Identity Governance owner to configure the initial and daily package parameters and validate the DataWarehouse is properly populated from the initial package execution.

The Imprivata Implementation Engineer will work with the Customer to test and validate the following default reports properly display content from the DataWarehouse. The main reports may include but are not limited to:

- Inactive users - This report shows users who have not logged in for a defined period.
- Orphaned accounts - This report shows application accounts of users whose Active Directory accounts are no longer active.
- Inconsistent access rights - This report shows discrepancies between a user's application account access and the user's designated role's access.
- Role history - This report provides a list of historical role management events.
- User count by application - This report provides a list of the number of users by application.
- Role details - This report provides a detailed list of roles and attributes.
- User entitlements - This report provides a list of one user's or all users' application entitlements.
- Application attributes - This report provides a list of applications and user-specific attribute for a user.

The full list of reports are listed in the Imprivata Identity Governance Operations Guide – appendix A.

The Imprivata Implementation Engineer will work with the Customer to configure an initial content server and review the procedures to create charts and scorecards for inclusion on the Imprivata Identity Governance UI. The Implementation Engineer will also review the procedures to create custom homepages and how to associate charts and scorecards to those homepages.

The Imprivata Implementation Engineer will work with the Customer's Imprivata Identity Governance owner to create and manage profiles and how to associate these profiles to users and/or groups. Profiles determine the homepage that a user will see in their Imprivata Identity Governance login by default. The profile is a way to control the content certain users or groups of users will be able to view. The Implementation Engineer will also assist in the setup of profiles for user span of control (SOC). The SOC allows reports to be generated with user data who are direct reports of the user defined in the profile.

	If additional content servers, custom stored procedures (SPs), SSRS reports, or custom reports are required for compliance workflows other than those listed above then a Project Change Request (PCR) to the SOW will be required. The Implementation Engineer will provide the following remote services to enable and schedule compliance workflows with or without managerial SOC. • Create and schedule compliance tasks that run specified reports on a particular date or on a recurring schedule. • Define the job which includes which reports to include in the workflow. • Review compliance workflows and workflow completion criteria. • Define delegates for in-progress workflows. • Define compliance notification email templates. The specific Customer responsibilities are: • To accurately represent the manager assignments in Active Directory. • To identify users who will receive compliance tasks and the content to include in the task.
Configure Credentialing Triggers	The Imprivata Implementation Engineer will install and configure the Automated Trigger service to support the workflow of automating user creation from a Credentialing Office (CO) source. In addition to the installation the implementation component will cover the following areas: • Creation and configuration of a drop location that is both accessible and secure for the CO whether the office is internal or external to the organization • Creation of a custom SQL table for format definition • Configuration of the format definition for Create, Modify, Term, Create Account, Modify Account, and Terminate Account from the CO source

Go-Live Services

Remote Go-Live Assistance	The Imprivata Implementation Engineer(s) will be remotely available for the specified number of deployment hours to

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support the initial group and enterprise wide deployment within the in-scope location(s). Imprivata resources will provide:

- Front-line remote technical support
  - The resource will be dedicated for the hours allocated and available and ready to support the field technicians “on the ground” upon request
- Enrollment and end user event reporting for departments / locations in scope, to be provided to Project Management

The Imprivata Project Manager and Customer Project Manager will determine the schedule and process for this resource to meet this deliverable as part of the on-going project planning process.

It is recommended that Customer resources from the location(s) in scope for this service be involved in the planning effort. The Customer will also ensure the Imprivata Implementation Engineer has access to the Application Leads and Field Technical resources for the locations in scope for this deliverable during the time scheduled.

Project Completion and Optimization Services

Project Documentation	Documentation of the Customer’s environment, including: • Weekly agendas and work completed • Applications enabled for provisioning • Imprivata Identity Governance configuration • Recommendations for next steps in the deployment of the Imprivata solution

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Project Conditions

- Services are performed on a “time and materials” basis. The cost set out in this SOW is a “not to exceed” amount without a Customer approved change request. Should any items require additional time to complete, the Customer may utilize the Project Change Request process (“PCR”) to purchase additional time.

- The Customer will designate a project manager (“Project Manager”) as the principal point of contact throughout the engagement. The Project Manager’s responsibilities include: scheduling and planning of the Customer’s resources, coordination of project meetings and requirements gathering sessions, point of escalation and problem and conflict resolution management.

- The scope of this SOW assumes that the Customer’s environment complies with current Imprivata supported components at project commencement.

- Prior to the testing phase, the Customer is responsible for identifying and providing to the Imprivata Implementation Engineer testing scenarios which reflect end-user workflows in the Customer’s production environment.

- Onsite Services are performed between the hours of 8:00 AM and 5:00 PM local Customer time, excluding weekends and normally observed holidays. Services provided outside these times will be agreed-upon in writing by both parties in advance, and may be subject to additional fees.

- Imprivata may elect to deliver some or all of the services through one of its certified partners. The certified partner will perform the services as a subcontractor to Imprivata, provided that such Subcontractor complies with the terms and conditions of the Agreement, and Imprivata shall be fully responsible and liable for the performance of any such entities.

- Unless otherwise agreed in writing, any unused services will expire one year from the date of the Purchase Order, at which point Imprivata will be under no obligation to perform any additional services under this SOW. No credit/refund of unused service days will be provided.

  Customer understands that Custom Development, such as but not limited to bridges, may be implemented at the request of the Customer during a project. However, Custom Development work is not covered by the Imprivata Maintenance agreement to include updates, additions, or issues remediation.

- All services outlined in this SOW are inclusive of travel and expense.

- Failure to provide the appropriate notice may result in cancellation fees which are: daily rate for consultant time or the usage of a purchased services day. The Customer agrees to reimburse Imprivata for these fees if the cancellation is less than the required minimum advance notice of ten (10) business days. If the Customer needs to reschedule, they must contact their Imprivata project manager as soon as possible to reduce the scope and possibility of the above fees.

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Work Breakdown

Work Breakdown	Resource	Onsite	Remote
Project Readiness Services			
Project Management			
Create and Deliver Project Schedule	Project Manager		✓
Solution Design			
Design Meeting	Project Manager	✓	
Create and Deliver Functional Specification	Project Manager		✓
Configuration and Validation Services			
Project Management			
Communications, Resource and Issue Management	Project Manager		✓
Project Documentation and Status Reporting	Project Manager		✓
Implementation and Testing			
Configure Development Environment	Engineer		✓
Configure Production Environment	Engineer		✓
Configure Active Directory Automated Provisioning	Engineer		✓
Configure 11-25 Active Directory Attributes	Engineer		✓
Configure Advanced Duplicate User Logic	Engineer		✓
Configure Role Based Provisioning with All Job Types	Engineer		✓
Configure 1 Custom E-Mail Template	Engineer		✓
Configure Exchange (on-prem) Automated Provisioning	Engineer		✓
Configure 1 Application Approval	Engineer		✓
Configure Epic EMP Record Automated Provisioning	Engineer		✓
Configure Epic SER Record Automated Provisioning	Engineer		✓
Configure 1 Manual Provisioning Application	Engineer		✓
Configure Governance, Risk and Compliance (GRC)	Engineer		✓
Configure Primary Source System Trigger Integration	Engineer		✓
Configure 1 Additional Trigger	Engineer		✓
Deployment Services			
Go-Live Preparation and Go-Live Support			
Remote Go-Live Assistance	Engineer		✓
Project Completion and Optimization Services			
Project Management			
Final Project Documentation and Status Reporting	Project Manager		✓
Project Close Meeting and Handoff to Support	Project Manager		✓

SKUs	Quantity	Units
PS-GENERAL-ONSITE-DAILY	8	days

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PS-GENERAL-REMOTE-HRLY	782	hours

Payment Terms

Services will be invoiced as per the terms of your Imprivata Quote.

Acknowledgement and Approvals

Imprivata shall retain all copyrights, patent rights, and other intellectual property rights to use anything developed by Imprivata for the Customer under this SOW. Imprivata grants the Customer a non-exclusive, non-transferable, royalty-free license to use anything delivered to the Customer hereunder. Any agreement made verbally or via any other means outside of the contents of this Statement of Work is not binding and Imprivata is under no obligation to provide those services.

Upon completion of this SOW, no additional professional services are due to the Customer under this SOW.

The parties, through their authorized representatives signing below, hereby agree to the terms of this Statement of Work as of the Effective Date.

Imprivata, Inc.	Name	Douglas Caira
	Title	VP professional services
	Signature	DocuSigned by: 0E75C39B3AD341A...
	Date	1/8/2020
University Medical Center of Southern Nevada	Name	Mason VanHouweling
	Title	Chief Executive Officer
	Signature	
	Date	

Imprivata Maintenance and Support

Imprivata will provide the maintenance and support services ("Maintenance and Support") as further described herein to Customer during the Initial Maintenance Term and any subsequent Renewal Term for which Customer has paid the applicable fees. For purposes of clarification, "Support" as used in the Imprivata end user license agreement shall have the same meaning as Maintenance and Support as used herein. Certain Imprivata Software (excluding PatientSecure) is installed on an Imprivata hardware appliance. For purposes herein, a "Physical Appliance" shall mean a physical hardware appliance that uses physical processors and a "Virtual Appliance" shall mean a virtual (or otherwise emulated) appliance that uses virtual processors.

The descriptions that follow apply only to the Maintenance and Support offered directly from Imprivata, Inc. Imprivata's authorized resellers may offer different maintenance and support options and should be contacted for information specific to their policies.

1. Term and Pricing

The initial term of Maintenance and Support shall be for a period of twelve (12) months beginning on the date of delivery of the Software and Hardware (as applicable) (the "Initial Maintenance Term") and may be renewed for additional twelve (12) month terms on the successive anniversary of the Initial Maintenance Term (each a "Renewal Term"), with the parties' prior written consent. Maintenance and Support may be renewed only for an annual term and only for all Software and Hardware licensed by Customer; partial renewals will not be accepted. Fees for Imprivata Maintenance & Support shall be based on Imprivata's then-current price list in effect at the time of any such purchase or renewal.

2. Maintenance Release Updates and Support for Imprivata Software

Imprivata will provide maintenance release updates for the then-current and two (2) prior versions (major or minor) of the Imprivata Software, but in all events will provide maintenance (i.e. defect resolution) for any shipping version for a minimum of twenty-four (24) months from the date of release. A "major version" is a Software program identified by a change in the number immediately to the left of the decimal point, e.g., 5.1 or 6.1 and a "minor version" is a Software program identified by a change in the number immediately to the right of the decimal point, e.g. 5.1 to 5.2. Imprivata shall provide support services to customers who are current with Maintenance and Support if Imprivata is also providing equivalent support services to other similarly-situated customers.

Imprivata may, upon sixty (60) days' notice, change the Maintenance and Support descriptions or pricing effective at the start of the next term hereunder. Either party may terminate Maintenance and Support if the other party fails to cure a material breach of this Maintenance and Support policy within thirty (30) days after receipt of written notice of such breach from the non-breaching party.

3. Supported Environments. Notwithstanding anything to the contrary, Imprivata will provide Maintenance and Support for the Imprivata Software when used in connection with those third party applications, operating systems, databases, and key system components ("Third Party Component(s)") listed on the Imprivata Supported Configuration matrix for the applicable Imprivata Software (each a "Supported Environment"), copies of such matrices are located at the Imprivata Support and Learning Center website at:

http://support.imprivata.com/CommunityProducts

When a Third Party Component reaches the end of its primary or mainstream support, Imprivata will no longer provide Maintenance and Support for Imprivata Software that interoperate with such Third Party Component. Third Party Components under extended third party vendor support are also not supported by Imprivata. Notwithstanding the foregoing, Imprivata Customer Support will accept support incidents for Imprivata Software used in connection with a Third Party Component that is not used in a Supported Environment, provided, however, Imprivata will only

troubleshoot the issue up to the point that Imprivata in its sole discretion determines the problem is related to the Imprivata Software being used with a Third Party Component that is not a Supported Environment. At such point, Imprivata Customer Support will require Customer to be able to reproduce the error in a Supported Environment.

4. Reinstatement

In the event of any lapse in coverage of Maintenance and Support, any reinstatement of Maintenance and Support shall be subject to payment by Customer of all Maintenance and Support fees that would have been payable from the time Customer discontinued Maintenance and Support to the time of its reinstatement, plus an additional 5% reinstatement fee on all back Maintenance and Support accrued.

5. Named Support Contacts

"Named Support Contact(s)" for Imprivata Customer Support shall mean a current Customer employee(s) or designee(s), registered as a user on the Imprivata Support and Learning Center. The Named Support Contact shall be responsible for the administration and ongoing maintenance during any Imprivata implementation. Only Named Support Contacts are authorized to call Imprivata to report a Priority 1 issue (defined below). The number of Named Support Contact(s) permissible is set forth below. Named Support Contact(s) shall be required to have successfully completed Imprivata Certified Engineer (ICE) training.

Maintenance & Support Level	*Number of Named Contacts*
Standard	3
Premium	6

6. Contacting Imprivata Customer Support

Information on how to contact Imprivata Support by telephone can be found at the following URL:

http://www.imprivata.com/contact-us

7. Imprivata Support and Learning Center

The Imprivata Support and Learning Center website can be found at the following URL:

http://support.imprivata.com

The Imprivata Support and Learning Center is staffed only during the support business hours as set forth in Section 8 below. New cases or case updates submitted through the Imprivata Support and Learning Center outside of support business hours will be processed during the next business day. Login credentials are required to access to the Imprivata Support and Learning Center. Customer is able to register as a new contact at the same URL.

- Customers can search knowledge articles to help find answers to commonly asked questions and issues.
- Customers can view available Imprivata product downloads.
- Allows Customers to log a support case with Imprivata Customer Support and to review and update cases.
- The Ideas section allows Customer to exchange ideas with Imprivata Product Management by permitting Customer to review, vote, or submit new requests for Imprivata product functionality.
- Customers can exchange helpful information with other community members in the Community section.

● Customers can choose to be notified of new Service Pack and Hot Fix Product releases.

8. Imprivata Customer Support Business Hours

Imprivata provides support coverage Monday through Friday during the business hours as set forth in the table below.

Global Time Zone	*Business Hours*
Americas	8am - 6pm EST 8am - 6pm PST
EMEA	8am - 6pm GMT
APAC	8am - 6pm Australian Eastern Time (AEST)

● Business hours coverage excludes Imprivata's observation of local public holidays. The observed holidays will be specified in the Imprivata Support and Learning Center which shall include real-time notifications.

● Customers on the Premium Maintenance and Support level may contact Imprivata Customer Support by telephone outside of regular business hours for assistance with Priority 1 issues (defined below) and entering their PIN when prompted to do so.

● Maintenance and Support requests will be promptly routed to a customer support engineer and requests will be responded to as set forth in Section 10 below. The customer support engineer will engage to diagnose the issue and will escalate within Imprivata to engage additional technical and management resources as necessary.

9. Case Priority Classifications

Customers will be required to indicate the priority of their issue when contacting Imprivata Customer Support using the classifications as set forth in the table below.

Priority	*Definition*
Priority 1	Imprivata Software, Physical Appliance or Virtual Appliance is not operational or is severely impaired in a production environment and no alternative solution or workaround is currently available;
Priority 2	Imprivata Software, Physical Appliance or Virtual Appliance is operational, however its functionality is seriously affected in a production environment and no alternative solution or workaround is currently available; or Implementation is delayed due to an Imprivata Software or Hardware error.
Priority 3	Imprivata Software or Hardware is functioning, however there is a minor issue that is impacting the production environment and a workaround may be available.
Priority 4	General questions or issues that have a minor impact to a non-production environment.

10. Service Level Response Times

Initial response times are determined by the priority of the issue as set forth in the table below. Initial Response and Target Resolution times are calculated from when Imprivata receives the initial call.

Priority	Standard Maintenance and Support		Premium Maintenance & Support	
	Initial Response Time	***Target Resolution Time***	***Initial Response Time***	***Target Resolution Time***
Priority 1	Within 2 business hours	Within 1 business day	Within 1 hour	Within 1 day
Priority 2	Within 4 business hours	Within 7 business days	Within 2 business hours	Within 5 business days
Priority 3	Within 1 business day	Next release	Within 4 business hours	Next release
Priority 4	Within 2 business days	Within a commercially reasonable time	Within 1 business day	Within a commercially reasonable time

11. Imprivata Software, Physical & Virtual Appliance Maintenance and Support

a. Maintenance and Support shall be provided for the purpose of investigating Imprivata Software, Physical Appliance or Virtual Appliance errors that have been reported by Customer. Imprivata will acknowledge to Customer receipt of a reported error in accordance with Section 10 above and will diagnose and may attempt to recreate Customer-detected errors, provided that the error can be recreated without customer-specific environment or customization. Imprivata will use commercially reasonable efforts to develop a workaround for the error. To report an error, Customer shall submit to Imprivata the priority of the issue, any log, trace or dump files requested, a clear description of the problem and error message(s), information regarding the equipment and operating system on which the Software is loaded, and any other data that Imprivata may reasonably request in order to attempt to diagnose or reproduce the conditions under which the error occurred. Imprivata will not provide Maintenance and Support for issues resulting from: (i) any damage or failure resulting from any cause beyond Imprivata's reasonable control, including without limitation, unauthorized or third-party modifications or repairs, products not supplied by Imprivata; (ii) additions, extensions, customizations or Customer modifications to the Imprivata Software; (iii) instances where the Software are used in combination with any other third party software that it is not a supported environment; and (iv) incidents caused by Customer's negligent use of the Imprivata Software.

b. Imprivata may from time to time release updates to current versions of the Software to correct defects, as maintenance releases, as upgrades or new major versions. Updates are included as part of your Maintenance and Support coverage.

c. New software features and functionality offered in major new versions, if priced separately, are not included in Maintenance and Support. Additionally, any incremental hardware required to support new software features and functionality is also priced separately.

d. Imprivata may require remote access to expedite an investigation. Third party tools such as WebEx and LogMeIn are commonly used for this purpose. Other options are also available when needed. Resolution of issues may take longer if no remote access is permitted to the environment and the issue cannot be reproduced.

e. Maintenance and Support does not include replacement or reconditioning of products which do not contain the current or immediately prior version of Software; which have been subjected to excessive wear or deterioration; or which have not been used in accordance with applicable product specifications.

12. Physical Appliance & Imprivata Branded Device Warranty

a. The Physical Appliance and Imprivata branded hardware device warranty commences on the date Imprivata ships the Physical Appliance and/or Imprivata branded hardware device and continues for a period of twelve (12) months (the "Hardware Warranty"). In the event Imprivata's manufacturer provides Imprivata with a longer warranty period for any such Physical Appliance or Imprivata branded hardware device, Imprivata will pass along any such additional warranty period to Customer.

b. The Hardware Warranty applies to Physical Appliances and Imprivata branded hardware devices only. The Hardware Warranty does not apply to Virtual Appliances and is exclusive of all non-branded third-party authentication devices. Imprivata will pass along the manufacturer's warranty for all non-branded third-party authentication devices.

c. During the Hardware Warranty if any Physical Appliance or Imprivata branded hardware device is determined to be defective by Imprivata Customer Support said hardware will be replaced at no additional charge according to the terms of Customer's Maintenance and Support plan as further described herein. Defective hardware is not repaired onsite. In the event a Physical Appliance or Imprivata branded hardware device in need of replacement is no longer commercially available from the manufacturer, Customer will be entitled to the then-current Physical Appliance model or equivalent Imprivata branded hardware device model at the time of such replacement.

13. Physical Appliance Return and Repair

a. During the Hardware Warranty period – Standard Level

1. If Imprivata Customer Support determines the Physical Appliance is defective, a standard service pre-paid electronic return label will be issued to Customer for the return of the defective Physical Appliance. Customer is responsible for properly packaging the defective Physical Appliance for shipment.

2. Once the defective Physical Appliance is received by Imprivata, Imprivata will repair the defective Physical Appliance at no cost to Customer, including shipping and handling costs. If the defective Physical Appliance cannot be repaired, it will be replaced with refurbished Physical Appliance. Imprivata's repair or replacement of the defective Physical Appliance as set forth above does not extend the Hardware Warranty. In the event a Physical Appliance in need of replacement is no longer commercially available from the manufacturer, Customer will be entitled to the then-current Physical Appliance model at the time of such replacement.

3. If a future release of Imprivata Software requires a later model of Physical Appliance, Imprivata will supply a replacement Physical Appliance at no cost to Customer, including shipping and handling costs. The Hardware Warranty will not be extended for the later model Physical Appliance or component thereof. For purposes of clarification, the aforementioned replacement obligation shall only apply to Physical Appliances.

b. After the Hardware Warranty Period – Standard Level

1. If Imprivata Customer Support determines that the Physical Appliance is defective, Customer may purchase replacement Physical Appliance at Imprivata's then-current price. For purposes of clarification, any replacement of a defective Physical Appliance purchased by Customer will include a new Hardware Warranty. In the event a Physical Appliance in need of replacement is no longer commercially available from the manufacturer, Customer would need to purchase the then-current Physical Appliance model.

2. If a future release of Imprivata Software requires a later model of Physical Appliance, Customer may purchase replacement for the later model Physical Appliance at Imprivata's then-current price. For purposes of clarification, any replacement purchased by Customer for the later model Physical Appliance will include a new Hardware Warranty.

c. Premium Level

1. Regardless of warranty status, provided Customer is on Premium level Maintenance and Support, if Imprivata Customer Support determines that the Physical Appliance is defective, Imprivata will ship a refurbished Physical Appliance to Customer via an expedited shipment method within one (1) business day for current shipping versions of the Physical Appliance and within five (5) business days for prior versions of the Physical Appliance. Imprivata will use overnight shipping services when they are available for the destination, excluding customs clearance. Customer will be required to return the defective Physical Appliance to Imprivata within fifteen (15) business days. A pre-paid return label for the purpose of returning the defective Physical Appliance will be included with the replacement Physical Appliance. Imprivata reserves the right to charge Customer the then-current Imprivata price for the defective Physical Appliance if not returned. In the event a Physical Appliance in need of replacement is no longer commercially available from the manufacturer, Customer will be entitled to the then-current Physical Appliance model at the time of such replacement.

2. If a future release of Imprivata Software requires a later model of Physical Appliance, Imprivata will supply Customer with a replacement for the later model Physical Appliance at no cost to Customer, including shipping and handling costs. For purposes of clarification, the aforementioned replacement obligation shall only apply to Physical Appliances.

14. Imprivata Branded Hardware Device Return and Repair

a. During the Hardware Warranty period

1. If Imprivata Customer Support determines the Imprivata branded hardware device is defective, a standard service pre-paid electronic return label will be issued to Customer for the return of the defective Imprivata branded hardware device. Customer is responsible for properly packaging the defective Imprivata branded hardware device for shipment.

2. Once the defective Imprivata branded hardware device is received by Imprivata, Imprivata will repair the defective Imprivata branded hardware device at no cost to Customer, including shipping and handling costs. If the defective Imprivata branded hardware device cannot be repaired, it will be replaced with refurbished Imprivata branded hardware device. Imprivata's repair or replacement of the defective Imprivata branded hardware device as set forth above does not extend the Hardware Warranty. In the event an Imprivata branded hardware device in need of replacement is no longer commercially available from the manufacturer, Customer will be entitled to the equivalent Imprivata branded hardware device model at the time of such replacement.

b. After the Hardware Warranty period

1. If Imprivata Customer Support determines that the Imprivata branded hardware device is defective, Customer may purchase replacement Imprivata branded hardware device at Imprivata's then-current price. For purposes of clarification, any replacement of a defective Imprivata branded hardware device purchased by Customer will include a new Hardware Warranty. In the event an Imprivata branded hardware device in need of replacement is no longer commercially available from the manufacturer, Customer would need to purchase the then-current other available Imprivata branded hardware device model.

2. If a future release of Imprivata Software requires a later model of Imprivata branded hardware device, Customer may purchase a replacement for the later model Imprivata branded hardware at Imprivata's then-

current price. For purposes of clarification, any replacement purchased by Customer for the later model Imprivata branded hardware device will include a new Hardware Warranty.

15. Summary Usage Data

In order to assist Imprivata in providing proactive support to Customer, Imprivata collects summary data regarding Customer's use of Imprivata Software. Such data includes daily usage statistics, software version information, user and computer statistics, number of deployed and enrolled users per application, and number of logins per application per day. Imprivata does not collect any personal information about Customer employees (including user names, passwords or demographic information) or protected health information about its patients, and the data collected is available to Customer upon request. If Customer wishes to opt-out of the delivery of this summary data to Imprivata, it can do so by contacting Imprivata Customer Support as set forth above.

16. Application Profile Development and Maintenance

The development of new application profiles, or changes to existing application profiles to support a new version of third-party software are not within the scope of Imprivata Maintenance and Support. Imprivata Professional Services should be contacted for assistance with developing new or maintaining existing application profiles. Should a previously functioning application profile no longer function due to an Update of Imprivata Software, Imprivata Customer Support should be contacted for assistance.

17. Custom Development

Imprivata's Professional Services group may provide fee-based custom development services to Customer pursuant to a statement of work. Imprivata professional services may be engaged for assistance with customized components which no longer function properly following an upgrade of Imprivata Software or other environmental change.

18. Updates and Configuration Changes

Customers are strongly encouraged to test all updates (such as defect fixes, new releases and new versions) in a test environment before deploying them into a production environment.

In some cases, a support issue is resolved by the recommendation to change a configuration setting on the server or the agent. Customers are strongly encouraged to validate recommended changes in a test environment before deployment in a production environment.

19. Suspension

Imprivata reserves the right to suspend Maintenance and Support to Customer in the event Customer's Maintenance and Support payment under any invoice is more than thirty (30) days past due.

Imprivata Identity Governance Proposal for University Medical Center of Southern Nevada

January 9th, 2020

Devin Head
Regional Sales Manager
dhead@imprivata.com
951-833-0723

Executive summary

Imprivata is excited to offer to University Medical Center of Southern Nevada **Imprivata Identity Governance®**, its solution for identity governance and compliance management in healthcare, providing fast, secure role-based access to systems and applications. Imprivata, the trusted leader in healthcare IT security, provides healthcare organizations globally with an identity governance platform that addresses critical compliance and security challenges while improving patient care productivity.

Designed and built exclusively for healthcare, **Imprivata Identity Governance** is an end-to-end healthcare solution with precise role-based access controls, automated provisioning and de-provisioning, streamlined auditing processes, and analytics that enable faster threat evaluation and remediation. By automating identity management processes, IT costs decrease, data security increases, and the focus shifts to quality patient care.

With over 1,500 healthcare customers and over 15 years in the healthcare IT, Imprivata's experience makes us uniquely positioned to work with your technology team to deploy a secure identity governance solution that best addresses your needs for all users.

Solution overview

Securing and controlling access to protected health information is one of the most critical issues facing healthcare organizations today. Security incidents can disrupt patient care, while failure to comply with HIPAA privacy and security regulations can result in financial and criminal penalties. In response, healthcare organizations are implementing corporate governance, risk management, and compliance initiatives that require more secure and auditable controls as well as improvements in the monitoring and remediation of threats.

Imprivata Identity Governance automates the identity management process and empowers care providers to deliver high-quality care in a secure and compliant manner. Imprivata Identity Governance:

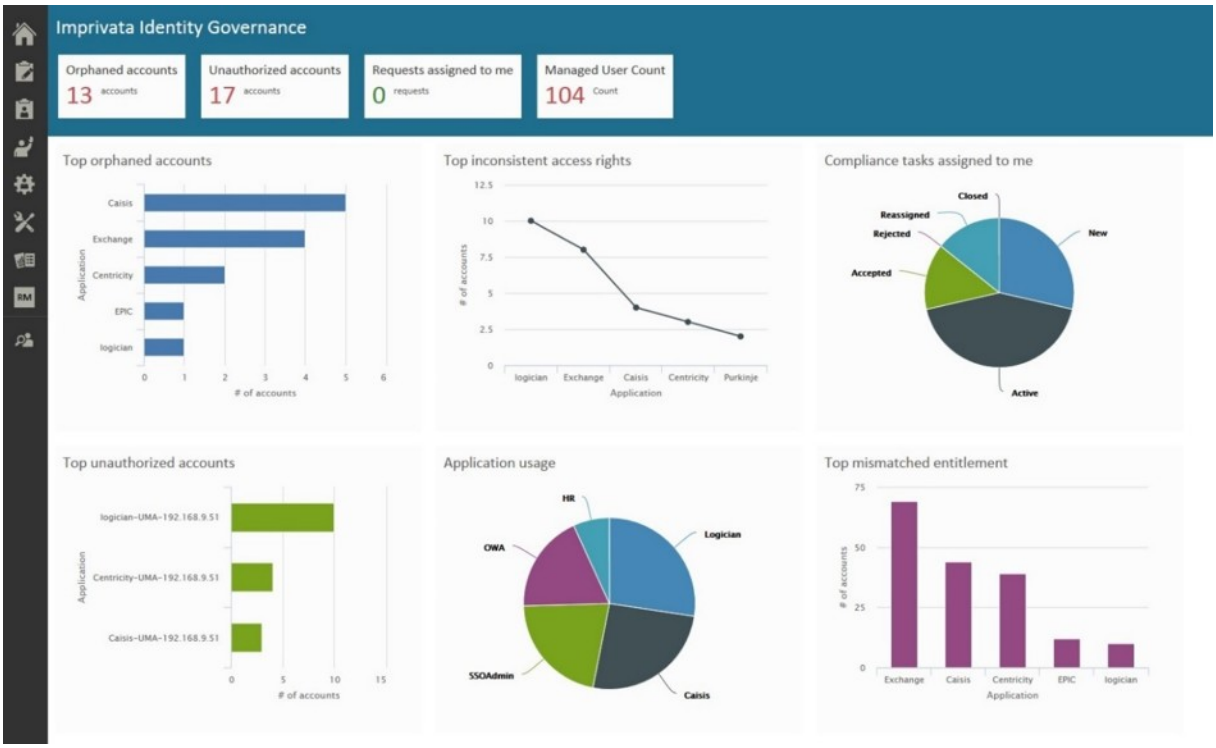
Reduces IT costs by replacing burdensome, slow, and error-prone manual administering of user accounts while ensuring a high standard of security through efficient identity creation and termination.

Strengthens data security by streamlining auditing processes and providing compliance teams with rights and usage data in a single comprehensive report.

Ensures correct and timely access empowering care providers to deliver high-quality care while increasing their productivity.

Benefits of Imprivata Identity Governance

Governance, risk management, and compliance dashboard
Imprivata Identity Governance provides compliance teams and security analysts with a complete user behavior and entitlement view by combining rights and usage data in a single report.



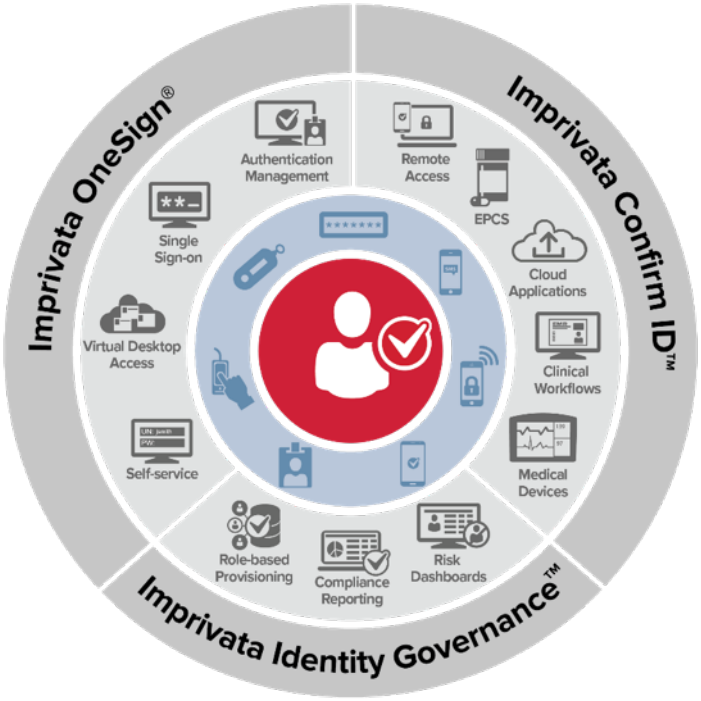
Same-day access rights to clinical systems
Enable care providers to access key clinical systems – from their first day at the organization to their last.

Self-service portal
The Imprivata Identity Governance self-service portal enables users to update their passwords and request additional application access quickly, without IT involvement.

Access and entitlement enforcement
Imprivata Identity Governance enables customers to manage identity roles and entitlements over the lifecycle of a user, with workflow capabilities that allow for certification and remediation of access and entitlement rights.

Integrated Platform-Level Solution

When combined with the Imprivata authentication platform, which includes Imprivata OneSign® and Imprivata Confirm IDTM, Imprivata Identity Governance provides a holistic view of risk vulnerabilities, including excessive or abnormal access rights and de-provisioned access.



Imprivata OneSign – the leading healthcare enterprise single sign-on and virtual desktop access platform.

Imprivata Confirm ID – the comprehensive identity and multifactor authentication platform for fast, secure authentication workflows across the healthcare enterprise.

Professional Services

When you invest in Imprivata Identity Governance, you want to make sure that the solution is configured correctly for your environment and successfully deployed to organization in a timely manner. Imprivata Professional Services provides your organization with an effective way to address implementation challenges. To better understand Imprivata's approach to Implementation please click here.

Quote: Q-109688

10 Maguire Road, Building 1
Lexington, MA 02421
mailto:orders@imprivata.com
(781) 644-6600

Date: January 9th, 2020
Quote Expiration: March 31st, 2020
Proposal Name: University Medical Center (UMC), NV - IdG
Sales Rep: Devin Head
Prepared By: Devin Head

Bill To: University Medical Center of Southern Nevada
Address: 1800 W Charleston Blvd
Las Vegas, NV
United States 89102
Contact: Maria Sexton
Email: maria.sexton@umcsn.com
Phone: (702) 671-6579

Ship To: University Medical Center of Southern Nevada
Address: 1800 W. Charleston Boulevard
Las Vegas, Nevada
United States 89102
Contact: Maria Sexton
Email: maria.sexton@umcsn.com
Phone: (702) 671-6579

Order Type: New Sale
Currency: USD
Direct/Indirect: Direct
Partner: N/A
Deal Registration: No
Account: University Medical Center of Southern Nevada
NetSuite ID: 12474

Licenses

Qty	Product Code	Description	List Price	List Total	Total Discount	Net Price	Total Net Price
10,000	IMP-IDG	License: Imprivata Identity Governance	$41.00	$410,000.00	10.59%	$36.66	$366,600.00
						SUBTOTAL:	$366,600.00

Support

Qty	Product Code	Description	Term	Volume Price	Net Price	Total Net Price
1	SUPV25	Maintenance: Software Premium IG	36	$8,125.00	$8,125.00	$292,500.00
					SUBTOTAL:	$292,500.00

Services

Qty	Product Code	Description	List Price	List Total	Net Price	Total Net Price
8	PS-GENERAL-ONSITE-DAILY	Services: Imprivata Services Day - Onsite	$2,700.00	$21,600.00	$2,700.00	$21,600.00
782	PS-GENERAL-REMOTE-HRLY	Services: Imprivata Services Day - Remote, Hourly	$250.00	$195,500.00	$250.00	$195,500.00
					SUBTOTAL:	$217,100.00

TOTAL:	**USD 876,200.00**
This proposal is valid until:	**3/31/2020**

10 Maguire Road, Building 1
Lexington, MA 02421
mailto:orders@imprivata.com
(781) 644-6600

Quote: Q-109688

Date: January 9th, 2020
Quote Expiration: March 31st, 2020
Proposal Name: Q-109688
Sales Rep: Devin Head
Prepared By: Devin Head

Comments:

Contingent upon issuance of a purchase order from the Customer for the full 36 month Support term in the amount of $292,500.00, Imprivata shall invoice Customer on the following schedule:

Year 1: $97,500.00

Year 2: $97,500.00

Year 3: $97,500.00

Order Acceptance:

By signing below, I certify that (i) this purchase has been approved in accordance with customer's purchasing policy, (ii) a purchase order is either not required or attached and (iii) I am authorized to sign on behalf of customer accepting the terms of this proposal as an irrevocable purchase order.

Signature:_____

Name:_____

Title:_____

Date: _____

TERMS & CONDITIONS

Standard Terms
Prices are valid for 30 days from quote date unless otherwise noted. All prices exclude shipping charges which are added upon invoicing. Applicable duty and taxes are assigned to the buyer. This quote excludes applicable sales taxes and should not be considered the final total price and it will be added upon invoicing if taxable. Incoterms 2010: FCA, Seller's Factory; Third party authentication devices are Non-Cancelable/Non-Returnable. Appliance type selection is final upon order submission. Change request will incur charges. Imprivata shall not accept, and this Quote does not operate as an acceptance of, any different or additional terms and conditions, and this Quote shall prevail over any such different or additional provisions, of any customer purchase order or any other customer originated instruments, unless mutually agreed upon in writing by both parties. Product will be invoiced upon shipment. Maintenance, services and subscriptions will be invoiced upon receipt of customer purchase order. Payment is due Net 30 days. These terms and conditions shall be accepted by either signing this quote and/or by issuing a purchase order.

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	☐ PBE	☐ VET	☐DVET	☐ ESB
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: 1

Corporate/Business Entity Name:	Imprivata, Inc	
(Include d.b.a., if applicable)		
Street Address:	10 Maguire Road, Building 1, Suite 125	**Website: https://www.imprivata.com**
City, State and Zip Code:	Lexington, MA 02421	**POC Name: Devin Head** **Email: dhead@IMPRIVATA.com**
Telephone No:	1 781 674 2700	**Fax No:**
Nevada Local Street Address: **(If different from above)**	N/A	**Website:** N/A
City, State and Zip Code:	N/A	**Local Fax No:** N/A
Local Telephone No:	N/A	**Local POC Name:** N/A **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 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.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Thoma Bravo	Parent Company	100%

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/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

DocuSigned by:
Jeff Kowalski
16969808AB824B7...
Signature

Jeff Kowalski
Print Name

Vice President, Legal
Title

1/10/2020
Date

REVISED 7/25/2014

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD AUDIT AND FINANCE COMMITTEE
AGENDA ITEM

Issue:	**Documents for the purchase of a Zenition 70 with Philips Healthcare**	**Back-up:**
Petitioner:	Jennifer Wakem, Chief Financial Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board Audit and Finance Committee review and recommend for approval by the Governing Board the documents for the purchase of a Zenition 70 Mobile C-Arm with Philips Healthcare; and take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund Number: 5420.000
Fund Center: 3000709100
Description: Mobile C-Arm Imaging Equipment
Bid/RFP/CBE: GPO Healthtrust Purchasing Group
Term: Direct Purchase
Amount: $556,575.00
Out Clause: 30 days w/o cause

Fund Name: UMC Operating Fund
Funded Pgm/Grant: N/A

BACKGROUND:

This request is for approval of the Quotation # 1-23CSTM8 and related documents with Philips Healthcare for the purchase of a Zenition 70 Mobile C-Arm, which is imaging equipment for surgical procedures performed in the OR. Included in the $556,575 total cost are the required licenses, applications, and trainings necessary for implementation and use of the equipment.

This purchase is made pursuant to UMCSN's agreement with HealthTrust Purchasing Group ("HPG"). HPG is a Group Purchasing Organization of which UMCSN is a member. This request is in compliance with NRS 450.525 and NRS 450.530; attached is the bid summary sheet and a sworn statement from an HPG executive verifying that the pricing was obtained through a competitive bid process.

UMC's Chief Operating Officer and Clinical Director of Specialty Services have reviewed and recommends approval of the Quotation. The Quotation and Amendment to Terms and Conditions have been approved as to form by UMC's Office of General Counsel.

Philips Healthcare maintains a current business license with Clark County, Nevada.

Cleared for Agenda
January 22, 2020

Agenda Item #
12

Respectfully submitted,

Jennifer Wakem
Chief Financial Officer

PHILIPS HEALTHCARE
3000 Minuteman Road
Andover, MA 01810
Tel: (800) 934-7372
Fax: (800) 947-3299

AMENDMENT

TO PHILIPS QUOTATION NUMBER 1-23CSTM8

BETWEEN

PHILIPS HEALTHCARE

a division of

PHILIPS NORTH AMERICA LLC

and

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

This Amendment (this "Amendment") is made and entered into this 16th day of January, 2020 (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, located at 222 Jacobs Street, , Cambridge, MA 02141 ("Philips"). Philips and Customer are each also referred to herein individually as a "Party" and collectively as the "Parties."

Philips has issued Philips Quotation Number 1-23CSTM8 with accompanying Standard Terms and Conditions of Sale (the "Quote") to Customer.

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

I. AMENDMENTS

The Parties hereby agree to amend the Quote as follows:

Quote:

1. On Page 1 of the Quote, 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 the following:

"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, Solution Summary Detail:

   a. Under the heading of "Addt'l Terms:" for each Product, the following sentence is added to the end of the first paragraph of each section:

   "In the event of conflict between the HealthTrust Purchasing Group contract #500111 and Multi-Modality GB 2019 and the Nevada Revised Statutes ("NRS"), Nevada law will prevail."

3. On page 3, Solution Summary Detail: a. Under the heading of "Addt'l Terms:" for each Product, the following sentence is added to the end of the first paragraph:

   "In the event of conflict between the HealthTrust Purchasing Group contract #500111 and the Nevada Revised Statutes ("NRS"), Nevada law will prevail."

4. On Page 18, under the heading of "Addt'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 #500111 and Multi-Modality GB 2019 and the Nevada Revised Statutes ("NRS"), the Nevada law will prevail."

5. On Page 40, under the heading of "Addt'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 #500111 and the Nevada Revised Statutes ("NRS"), the Nevada law will prevail."

3. Non Disclosure Agreement for Phillips Confidential Pricing Information (the "NDA"). The NDA that is attached to the Quote is deleted in its entirety.

HealthTrust Purchasing Group Contract #500111:

The Quote is subject to the terms and conditions of HealthTrust Purchasing Group Contract #500111 ("HT Agreement") as referenced therein. Notwithstanding the foregoing, the parties agree that the following provisions shall apply as between the parties to the Quote and shall prevail over any conflicting term in the HT Agreement, as follows:

1."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. "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 third party claims, liabilities, losses, actions, damages, demands, suits, judgments or proceedings, including reasonable attorneys' fees and costs, to the extent caused by the negligence, 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."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."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 Quote."

5."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")."

Philips Standard Terms and Conditions of Sale of the Quote

1. 1. The Philips Standard Terms and Conditions of Sale of the Quote shall be amended, as follows: Section 3, Payment Terms.

    a. Section 3.3 is deleted in its entirety.

    b. Section 3.4 is deleted in its entirety and replaced with the following:

    "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."

2. Section 4.3 Trade In. The last sentence in Section 4.3 is deleted.

3. Section 6. Security Interest. The last sentence in Paragraph 6 is deleted.

4. Section 8.3. Paragraph 8.3 is deleted in its entirety and replaced with the following:

    "PHILIPS MAKES NO WARRANTY AND ASSUMES NO LIABILITY FOR THE FITNESS OR ADEQUACY OF THE SITE IN WHICH THE PRODUCT IS TO BE INSTALLED OR USED."

5. Section 18.1, Force Majeure, is deleted in its entirety and replaced with the following:

    "Force Majeure. Neither party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations (except for payment 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."

6. Section 18.3, Assignment, is deleted in its entirety and replaced with the following:

    "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."

7. Section 18.5, Governing Law, is deleted in its entirety and replaced with the following:

"Governing Law. Nevada law shall govern the interpretation and enforcement of this Agreement, without regard to its choice of law principles, and expressly excluding application of the Uniform Computer Information Transactions Act in any form. Venue shall be any appropriate State or Federal court in Clark County, Nevada."

8. The following provisions are added to 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. 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. 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 provide Philips an opportunity to argue certain information may be exempt as a trade secret, if applicable thereunder. In this event, Philips shall indemnify and defend Customer from any claims or actions, including any reasonable costs and attorney's fees, demanding disclosure of such information and/or documentation in which Philips asserts an exemption from disclosure as a trade secret that are in Customer's custody and control. . 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.

Non Disclosure Agreement for Philips Confidential Pricing Information ("NDA")

1. **Section 9 of the NDA is deleted in its entirety and replaced with the following:**

   "This Agreement shall be governed and construed in accordance with the laws of the state of Nevada, without giving effect to its conflict of laws provisions."

II. ADDITIONAL AGREEMENTS

The Parties further agree as follows:

1. The amendments stated herein apply only to the Quote.
2. Except as expressly stated herein, the Quote remains unchanged.

The offer to enter into this Amendment is valid through March 15, 2020.

Accepted and agreed by:

University Medical Center of Southern Nevada	Philips Healthcare, a division of Philips North America LLC
Signature:	***Signature:***
Printed Name: Mason VanHouweling	***Printed Name: Thuy Hong***
Title: Chief Executive Officer	***Title: Senior Manager, NAM Contracts – Sales and Service***
Date:	***Date: January 16, 2020***

EXHIBIT A Certificate of Insurance



2020 COI Philips NA LLC.pdf

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

PHILIPS

Quotation #: 1-23CSTM8	**Rev:** 8	**Effective From:** 14-Jan-20	**To:** 14-Mar-20

Presented To:

UNIVERSITY MEDICAL CENTER
1800 W CHARLESTON BLVD
LAS VEGAS, NV 89102-2386

Tel:

Alternate Address:

Presented By:

Natalie Kies — ***Account Manager*** — **Tel:** (720) 354-6928 **Fax:**

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

Date Printed: 14-Jan-20

Submit Orders To:

22100 BOTHELL EVERETT HWY
BOTHELL WA 98021

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

This quotation contains confidential and proprietary information of Philips Healthcare, a division of Philips 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 the prior written consent of Philips.

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

Quote Solution Summary

Line #	Product	Qty	Price
	102055 Zenition 70	1	[redacted]
	101444 ISP - Base System Solutions	1	
	100861 ISP - CT Clinical Apps	1	
	100773 Xper IM 2.x Upgrades and Extensions R2.4	1	
	100499 Upgrades Surgery	1	
		Equipment Total:	$556,575.00

Solution Summary Detail

Product	Qty	Each	Monthly	Price
102055 Zenition 70	1	[redacted]		[redacted]

Buying Group: **HEALTHTRUST PURCHASING GROUP** **Contract #:** **500005**

Addt'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

101444 ISP - Base System Solutions	1	[redacted]		[redacted]

Buying Group: **NO CONTRACT** **Contract #:** **NONE**

Addt'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, 0% Upon Shipment, Due When the Product is Available for First Patient Use, 100% due upon Invoicing Net 30

100861 ISP - CT Clinical Apps	1	[redacted]		$[redacted]

Buying Group: **NO CONTRACT** **Contract #:** **NONE**

Addt'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, 0% Upon Shipment, Due When the Product is Available for First Patient Use, 100% due upon Invoicing Net 30

100773 Xper IM 2.x Upgrades and Extensions R2.4	1	[redacted]		[redacted]

Buying Group: **HEALTHTRUST PURCHASING GROUP** **Contract #:** **500111**

Addt'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

100499 Upgrades Surgery 1 [redacted] [redacted]

Buying Group: **NO CONTRACT** **Contract #:** **NONE**

Addt'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, 0% Upon Shipment, Due When the Product is Available for First Patient Use, 100% due upon Invoicing Net 30

Quote Summary

102055 Zenition 70

Qty	Product
1	NNAL457 Zenition 70 - FD15
1	NMCA432 Wireless Data Transfer (FD)
1	NMCA440 Multi Modality Viewer Lic (FD)
1	NMCA383 Position Tracking and Memory
1	NMCA452 Outlining (FD)
1	NMCA381 Wireless Footswitch Surgery
1	NMCA438 Cardiovascular Extension
1	NMCA430 DICOM DVD Drive Retr. & store
1	989801269908 ImagiQ2 Table (530-1703 US 110V)
1	989801269921 Stille IQ2 Accessory Package
1	989801269924 NuView 55
1	989801269925 NuView Utility Basket
1	989801269926 NuView Channel Mounted Shelf
1	SP101 Future Dollars

Options

Qty	Product
1	NMCA031 Video Paper/Transparancy Printer
1	NMCA451 Digital Navigation Link (FD)
1	989801269918 Basic Armboard

Quote Summary

101444 ISP - Base System Solutions

Qty	Product
2	FIC0250 Number of Concurrent Users NA
1	NICA797 Rack Configuration
1	NICB040 IntelliSpace Portal
2	989801255011 ISP Initial Handover Education (5 Users)
1	989801200840 ISP Stand-alone Implementation Services

Quote Summary

100861 ISP - CT Clinical Apps

Qty	Product
1	NICA797 Rack Configuration
1	NICA352 CT Advanced TAVI Pckg

Quote Summary

100773 Xper IM 2.x Upgrades and Extensions R2.4

Qty	Product
1	FIT3953 Side Stream ET CO2
1	FIT3838 Xper FC Control Room
1	FIT3878 Xper FC Nurse Station
1	FIT4007 Side Stream ET CO2 Cables
1	FIT3998 Hemo Accessory Kit A
1	FIT3979 GCX Rolling Stand
1	FIT3980 Xper Flex Cardio Table Mount
1	989803203431 XPER Install Cable Kit-Ctrl Rm for CI
4	989801200902 Onsite XPER Training/Consulting (8 Hrs)
9	989801200903 Remote XPER Training/Consulting (8 Hrs)
1	989801200730 Xper IM Clinical Super User ILT Course
1	989801200977 Additional Room Install/Imp
1	989801200992 Xper FC End Tidal, Side or Main CO2 Pkg
1	989801200976 Xper FC Nurse/Bedside/Central Install

Quote Summary

100499 Upgrades Surgery - Serial

Qty	Product
1	NMCA386 Wireless Data Transfer FE.

102055 Zenition 70

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:

Line #	Part #	Description	Qty
1	**NNAL457	Zenition 70 - FD15	1

Zenition 70 Mobile C-Arm FD15

The Zenition 70 FD15 26.2 x26.2 detector helps you carry out open surgery and advanced minimally invasive procedures with ease and confidence. With exceptional ease of use delivered by the user interface that is as intuitive as a tablet, ClearGuide and Color Coding that provide a common language for positioning the system), this is the easiest Philips flat detector system to work with.

The Zenition 70 is our 4rd generation of flat detector systems with rotating anode and 15 kW generator, providing superb image quality. A new tank design, less height, for easier positioning and movement around the patient but also enables longer fluoroscopy times and the use of new algorithms enhances image contrast. With this superb Image Quality and dose settings, clinicians can count on excellent support in delivering clinical care no matter if in advanced interventions or in routine procedures.

Key advantages

1. Increase OR Performance

Enhance workflow in the OR

With the intuitive user interface.

Better communication for easier positioning

Our unique and innovative ClearGuide functionality and the color coding on the C-arm provides a uniform reference for the operator and physician during surgical imaging. It can enhance communication during orthopedic procedures and others that require a number of position changes. It works like a clock face to indicate a direction. A set of numbers (3, 6, 9, and 12) on the flat detector corresponds to the same set of numbers displayed on the clinical image. That means the physician can give unambiguous instructions, like ‘Rotate orange towards 3’ and the operator knows exactly which movement and direction is meant. The numbers always match up, even if the image is rotated, flipped, or mirrored.

ClearGuide and Color Coding significantly reduce miscommunication during positioning.

Improve TCO

New Windows based software platform that makes the system future proof. Ready for software upgrades with innovative tools to avoid obsolescence

New Improved service tool supporting high uptime with features like remote support (look over the shoulder)

No matter what level of experience a surgeon, X-ray technologist, or nurse has, it’s important that the surgical team works together efficiently and understands each other to perform consistent procedures every time.

An operator and physician who use the same language to describe system movements can reduce the time and number of images needed for a surgical procedure. Just as important, working in sync with each other can make procedures more pleasant for everyone.

2. Enhance Clinical Care over time

Confidently perform complex procedures with reliable heat management (enabling longer fluoroscopy times), superb image quality achieved at excellent dose efficiency.

Easy to operate and transport, the system consists of a mobile C-arm stand with optimized geometry for improved patient access and a compact and lightweight Mobile View Station with a newly designed UI that increases the ease of use and staff experience in line with the intuitive touchscreen user interface on the C-arm. It also includes two 19" LCD monitors for image processing, review, archiving and display.

Operators gain ease with our 15” touchscreen user interface on the C-arm. It’s as easy to use as a tablet. For example, just touch the screen to drag the shutters and iris into position on Last Image Hold. Not only easy but also improving IQ and dose management.

All high level functions are clearly displayed on one screen. You don’t have to work your way through multiple menus to find what you need. When you activate a function, the intuitive menu shows you only the relevant features and guides you each step of the way. So novice users can quickly find the basic functions they need and experienced users can access all the advanced features they prefer.

The user interface can be turned, so the operator can easily access it from where ever he stands.

Ready for software upgrades with innovative tools to avoid obsolescence

Easy patient access

Experience flexibility and comfort when performing procedures with the optimized C-arc design that enables easy patient access. A new tank design gives 3.5 cm extra space underneath the tank. The shape of the counterbalanced C-arc provides more room to easily access and image normal sized and obese patients. There is more space for the surgeon to work around patients. It is also easier to position the C-arm, even for difficult projections. Plus, you have room to maneuver and reposition your instruments.

C-arm stand:

- Newly designed tank making positioning easier with a 3.5 cm reduction in height
- Ultra-compact foot, with rear-wheel steering, including push bar and steering handles for easy maneuverability and positioning of the stand
- Deep C-arm with 73cm immersion depth for optimal access even to obese patients
- 140 degrees rotation (+90/ -50 degrees) for maximum projection flexibility
- Extended vertical movement to fit desired working height, especially for obtaining low lateral positioning
- Dedicated parallel movement for easy positioning along operating table.
- Cable deflectors
- Flat, easy to clean, user-friendly control desk with lighted display and soft-buttons for flexible application-driven control
- Hand switch, foot switch to enable X-ray
- Hand held remote control (standard included in FD) that can be put in a transparent sterile cover and gives you more control by enabling easy access to fluoroscopy mode selection and main image processing functionality like select zoom size, switch between subtracted/unsubtracted images, review images and select X-ray modes /dose for an optimized workflow
- Radiation indicator and connection for external indication of “system on” and “radiation on”
- System lock (requires a key to enable or disable X-ray control)
- Privacy protection: protects patient information from unauthorized access by the means of a password

- New smaller and intuitive stand trolley cable connection

IQ and Dose management
See better with our fourth generation Flat Detector system and new Image processing algorithms

Our fourth generation Flat Detector system provides high quality fluoroscopy, digital exposure, subtraction runs, and roadmap guidance to support orthopedic, cardiac and vascular surgeons in performing the most challenging procedures. We introduce improved contrast regulation and visualization by the use of multiscale processing and a new and smart tank design with improved heat management, enabling longer fluoroscopy times.

From pacemaker lead insertions to abdominal aortic aneurysm repair, from hand surgery to vertebroplasty, the Trixell Flat Detector delivers undistorted, consistent, edge-to-edge image quality and superb contrast resolution to support critical decision making. Take a high resolution digital exposure to check device placement after procedures. Get sharp cardiac images with the 30 images per second fluoroscopy setting. Visualize complex bone structures and place screws precisely, guided by the undistorted, high-contrast images that the advanced Flat Detector imaging can provide. Our real time metal exclusion leads to better IQ and less dose with a stable dose control focusing on the anatomy not on the metal (prosthesis/tooling)

- Control your cardiovascular workflow seamlessly using dedicated vascular protocols, the system’s foot switch, and remote control
- Consistent contrast behavior even with use of metal objects in the FOV, providing optimized IQ in (orthopedic) procedures
- Advanced noise filtering (both spatial and temporal) and contrast improvement algorithms supporting improved IQ, dedicated to specific anatomical procedures
- Provide visualization and confidence for endovascular repairs with high quality fluoroscopy, subtraction runs and roadmap guidance. Images have superb contrast thanks to high dynamic range of the Flat Detector
- View dynamic trans-aortic aneurysm anatomy with sharp, high quality images using pulsed exposure mode

Lower barriers for minimally invasive interventions
Comprehensive X-ray dose management

With the Zenition 70, you benefit from highly evolved X-ray technology with comprehensive dose management features. Philips was the first company to market the mobile C-arm and has over half a century of experience in developing mobile C-arm systems for the surgical environment. That translates into a full range of radiation management features that allow low X-ray dose for lengthy surgical procedures, while providing exceptional quality images:

- ClearGuide and Position Memory (option) – when tested during a simulated spinal surgery, these features cut the number of scout images nearly in half, compared to not using it
- Independent shutters – position shutters independently to better match anatomy in the field of view without using radiation
- Efficient beam filters – our beam filters, a 0.1 millimeter of copper and 1 millimeter of aluminum, increase the quality of the X-ray beam and reduce the patient skin dose.
- Monoblock design – delivers sharp pulses to provide excellent radiation dose management
- Removable grid – easily removed for small anatomy and extremities with radiation dose savings of up to 38% while maintaining outstanding image quality

- Integrated laser – accurately position the C-arm without applying radiation

Increased dose awareness

All our mobile C-arms provide radiation dose awareness features which aid in the documentation, analysis, and awareness of radiation dose in the OR. These include DICOM Structured Dose Reporting, dose indication during the procedure, and a dose alert when the examination dose exceeds a preprogrammed level.

The system:
Flat detector Imaging system:

- Trixell amorphous silicon detector
- Cesium Iodide Scintillator
- Active detector size: 28.7 x 26.2 cm
- Image Detector Area: 26.2 x 26.2 cm (10.3”x 10.3”)
- X-ray sensitive area: 1560 x 1424 pixels
- Pixel pitch 184 µm
- Three user selectable zoom formats (field input sizes: 26, 18.4, 13.3 cm -10.3”/7.2”/5.2”)
- Automatic dose-rate control
- Grid 70 lines/ cm, grid ratio 13:1
- Improved design of Integrated laser – accurately position the C-arm without applying radiation

X-ray modes:

- Low Dose Fluoroscopy (from 3 up to 15 pps, optional up to max 30 pps optional)
- Normal Fluoroscopy (from 3 up to 15 pps, optional up to max 30 pps optional)
- Increased Dose Fluoroscopy (from 3 up to 15 pps, optional up to max 30 pps optional)
- High Level Fluoroscopy (from 3 up to 15 pps, optional up to max 30 pps optional)
- Exposure run to produce high quality images of virtually every patient
- Single shot exposure, for extra-sharp, single snapshot images
- Reduce Blur and Reduce Noise buttons to adjust the level temporal noise reduction to the amount of movement in the region of interest
- 15 kW Microprocessor controlled X-ray converter generator
- Rotating anode X-ray tube for the most demanding interventional procedures
- Slim tank unit with 0.3/0.6 IEC dual focus
- X-ray tank newly designed for maximum cooling capacity, enabling longer fluoroscopy times for even better support of lengthy procedures
- Automatic setting of fluoroscopy parameters based on anatomy (Anatomical Programmed Fluoroscopy) provides optimal image quality for each procedure type

X-ray collimation:

- Full-lead shutters are independently, asymmetrically rotatable and movable on the C-arm touch screen user interface. Drag them in position one by one for optimal adjustment to the anatomies
- Both iris and shutters can be set on Last Image Hold, avoiding the need for unnecessary radiation, or during fluoroscopy

- Philips' unique Automatic Shutter Positioning feature. The shutters can be optimally adjusted to the anatomy of interest with one push of a button to produce superb image quality

Image processing:

- 14-bit image processing chain, with dedicated video pipeline processor. Featuring the SmartVision imaging chain, providing the optimal image quality with low X-ray dose
- Body Smart anatomic adapting measuring field, allows free positioning of the anatomy, even at the edge of the image by providing automatic image adjustment
- Adaptive noise reduction with pixel based movement detection, to reduce motion blur
- Advanced noise filtering (both spatial and temporal) and contrast improvement algorithms supporting improved IQ, dedicated to specific anatomical procedures
- Digital rotation, mirror left/right and up/down on last image hold at the touch of a finger
- Metal exclusion: Prevents real time overexposure of the anatomy caused by use of metal (tooling or prosthesis) in the FOV, optimizing IQ in orthopedic procedures
- The system automatically optimizes contrast and brightness to provide the optimal image quality
- Post-processing edge enhancement, contrast and brightness
- Annotation
- Video invert
- Digital zoom and roam (factor 2x real-time magnification, freely movable to any section of an image), applicable in all detector zoom formats
- Measurement (to quantify lengths and angles in images)
- Automatic Electronic Blanking, digitally making the area of the lead shutters black during live imaging to improve image quality
- Electronic shutters (to block-out overexposed image areas in post processing)

Mobile view station:

- The ultra-compact light weight Mobile View Station perfectly fits in the surgical workflow. The unique intelligent viewing concept of the Mobile View Station provides the user with easy transportation, easy system set-up and optimal viewing capabilities.
- Intuitive and easy to use User Interface in line with the C-arm stand touch screen
- Monitors rotate 180 degrees for optimized viewing angle
- Monitor height can be increased or decreased up to 25 cm (10") to conveniently adjust to the surgeon’s position. For safe and easy transport and storage, simply fold the monitors and move them to their lowest position
- Storage of 140.000images on hard disk
- Mosaic - overview of 16 images on one monitor
- Run loop (Auto run loop configurable by the user)
- Designed to integrate video paper/transparency printer (optional)
- Wireless data connection (optional) for image and worklist transfer to PACS/RIS systems and Remote Proactive Support capabilities
- Embedded Image viewer (Option) to import and display previously acquired images and pre-operative images to the system from a PACS, USB, flash memory drive, or DVD (driver optional)
- DVD Drive for Image store and retrieve (Optional)
- X-ray on off and system on/off indication (warning light connection)

LCD Monitors:

- Two 19" High Brightness Color LCD monitors for diagnostic image quality
- TFT technology for 170 degrees viewing angle in both horizontal and vertical direction
- Resolution: horizontal: 1280 dots, vertical: 1024 lines
- Maximum lig ht output: 650 cd/m2
- Contrast Ratio: >700:1
- Backlight stabilization
- Touch screen user interface: infra-red technology permits touch-screen access to the graphical user interface on the live monitor (left monitor) without sacrificing image quality. Patient administration, post-processing or export functionality are intuitively accessed at the tip of your finger

DICOM:
The DICOM software converts the digital images of the C-arm into DICOM compatible image formats to send them to PACS systems, PC environment, and/or to a printer within the network.
DICOM is seamlessly integrated into the system for digital image to DICOM translation. A highly intuitive user interface simplifies the use.

- DICOM Print
- DICOM Store - enables image transfer to DICOM compliant workstations for off-line processing of images, dynamic reviewing of runs, store images/ runs on CD-R to PACS systems and to a PC environment
- Modality Worklist Management (MWL) for communications with the RIS/HIS system
- Modality Performed Procedure Steps (MPPS)
- Storage Commit (SC)

Full Compliance to the IHE Scheduled Workflow integration profile as an Acquisition
The DICOM image formats are:
Secondary Capture (SC) with/without text and X-ray Angiography (XA - multi frame)

Service
The new Philips Support Connect application for service is designed to reduce system down time and improve system performance through proactive maintenance.

- perform service actions on the system,
- Look over the Shoulder: perform entirely or partly service actions from a remote location

DVI-out

Two DVI-D-out connections at the mobile viewing station provide digital output of left and right monitor images without any loss of signal quality for display on compatible external monitors with DVI-D-in.
Specifications:

- 2 * DVI-D-out (left and right monitor signal)
- Signal: 1280x1024@60Hz
- Video and USB cables may only be connected when in compliance with the precautions described in IEC 60601-1-1. (e.g. extra grounding or separation, depending on the location and use of the connected system parts).

Video cables may only be connected when in compliance with the precautions described in IEC 60601-1-1. (Refer table BBB.201 of IEC 60601-1-1 for solutions like extra grounding or separation which depend on the location and classification of the connected system parts).

Store to media (FD)

Store to media license allows saving images to a local storage device. Devices supported are:

- USB flash memory drive or other USB storage drive (single images in PNG, Series in PNG and MP4, Images in DICOM format)
- DICOM DVD (in case the DVD Drive is installed / added)

In case no DVD drive is included only storage to USB is enabled by store to media

Video Converter

The video Converter allows you to view images from an external video source connected to the mobile view station, for example ultrasound or endoscopy images. The converter provides following connection options: DVI, SDI and S-Video. VGA is supported by using a BVGA to DVI connector (not included).
When connected the images of the external video source will be displayed on the reference monitor.

2nd. set of documentation

This set of documents includes the operator manual and service documentation.

Clinical Education Program for Zenition 70 Mobile C-Arm Systems

Initial Handover Education: Philips Clinical Applications Specialist will provide twenty-four (24) hours of Surgery Onsite Education for up to four (4) students, selected by customer, including technologists from night/weekend shifts if necessary. Technologists should attend all 24 hours to apply their new knowledge most effectively. Depending on your system configuration, time may be required in configuring new equipment for specific clinical needs, as well as reviewing important safety features and quality procedures. CEU credits may be available if the participant meets the guidelines provided by Philips. You may also receive up to ten (10) e-learning entitlements which are recommended as pre-learning. 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.

Follow-Up OnSite Education: Clinical Applications Specialist will provide eight (8) hours of tailored XR Onsite Education for up to four (4) students, selected by customer, including technologists from night/weekend shifts if necessary. CEUs are not available in all cases. Note: Philips personnel are not responsible for actual patient contact or operation of equipment during education sessions except to demonstrate proper equipment operation.

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

Line #	Part #	Description	Qty

2 ****NMCA432** **Wireless Data Transfer (FD)** **1**

The wireless network option improves the OR workflow through wireless connection with your facility's archiving system and a hospital network without requiring a physical connection (network cable). This increases the flexibility and mobility to transfer patient data between the system and networked archives such as a PACS and RIS. Images, DICOM worklists and MPPS can wirelessly be transferred to the hospital IT systems, reducing the cable clutter in the OR.

Option details:

- IEEE 802.11 a/b/g
- Security: AES, TKIP and WEP encryption FIPS 140-2 validated
- Authentication protocols: PSK, IEEE 802.1x EAP-TLSand PEAP

3 ****NMCA440** **Multi Modality Viewer Lic (FD)** **1**

The Image Viewer enables the import of previously acquired images and pre-operative images (CT(A)/ MR(A)/Ultrasound) to the system via DICOM query and retrieve from from a PACS, and (DICOM) retrieve from USB, flash memory drive, or DVD. The images can be viewed on the reference monitor, if required next to the live images for reference.

4 ****NMCA383** **Position Tracking and Memory** **1**

Position Memory enables to store a previous position and recall a position on screen when needed to speed up re-positioning. The system displays both the current position (Position Tracking) and the saved position (Position Memory) which guides the operator back to the exact projection required. No post-it notes or pens required. PM helps you to easily return to a projection which was chosen with great care, for example during spinal surgery.

In addition this option enables you to recall the position on screen of any image stored on the system.

NOTE: This option can only be ordered with initial order. This option cannot be ordered as a Field Extension.

5 ****NMCA452** **Outlining (FD)** **1**

During complex cases like EVAR procedures (whiteboard) markers are often used to outline critical anatomical areas or contours of interest. This can smudge the monitor and the lines may not be fully legible. Our Outlining tool allows you to draw an outline digitally on an image on the touchscreen using a stylus pen. You can use this tool, for example, during vascular surgery to mark a bifurcation and stent position on fluoroscopy images. Simply press the undo button to correct or erase the outlining. It's fast and simple.

6 ****NMCA381** **Wireless Footswitch Surgery** **1**

The Wireless Footswitch streamlines workflow, reduces clutter, and simplifies preparation and clean-up. Clinicians can wirelessly control the C-arm from any convenient position around the table. No plastic covers are needed with the IPX8 certified waterproof design.

7 ****NMCA438** **Cardiovascular Extension** **1**

The cardiovascular extension offers all the features needed to optimally support cardio-vascular procedures. It provides an extensive range of vascular and cardiac imaging tools like high pulse speeds, EP filter and dedicated cardiac programs.

Vascular:

- Subtraction mode: displays digitally subtracted images, for clear visualization of contrast media
- Life Trace-mode (peak opacification): shows the maximum opacification of the vessels
- View Trace (peak opacification): creates a trace image in post processing

- Roadmap mode: supports catheter guidance by showing the vessel tree (visualized in the subtraction run) on the live image
- Remask: to reselect the best image in a run as a mask image for the subtraction run
- Smart Mask: reduces the X-ray dose and contrast medium usage by reusing previously acquired mask images (the vessel tree of the subtraction run) during roadmap mode
- Landmarking: provides anatomical background information in the subtracted image for reference. The grade of visibility of the anatomical background can be adjusted to meet user preferences
- Real time pixel shift functionality: compensates for movement artifacts
- Subtraction on/off functionality: Applies or removes subtracted view to simplify the orientation off subtracted images during roadmap. It can be controlled with use of the remote control or the keyboard on the Mobile View Station)
- CO2 subtraction mode: displays digitally subtracted images, for clear visualization of CO2contrast media
- CO2 trace mode (trace white): shows the maximum opacification of the vessels with CO2
- CO2 roadmap with Smart Mask : supports catheter guidance by showing the vessel tree (visualized in the subtraction run) on the live image

Cardiac:

The vascular extension offers the optimal support for vascular procedures by providing an extensive range of vascular imaging tools:

- Dedicated cardiac exam types with anatomical programmed fluoroscopy parameters for:
  o Electrophysiology procedures,
  o Advanced pacemaker placements
  o Cardiac procedures like Heart Valve Replacements.
- High pulse rate: 30 pulses per second with a maximum of 60mA delivers the power and technology enabling the sharp imaging of fast moving anatomy in the field of interest.
- EP Filter: Image setting that automatically reduces imaging artefacts (caused by 3D mapping /navigation systems) in EP procedures.

8 **NMCA430 DICOM DVD Drive Retr. & store 1

DVD DICOM Drive option including the “store to media” license is automatically. This option enables images storage (DICOM format) to DVD and image retrieve.

Retrieve and review of images is only possible in combination with the Multi Modality Viewer/Image Viewer.

9 **989801269908 ImagiQ2 Table (530-1703 US 110V) 1

Low dose True Free Float imaging table with exchangeable carbon fiber top, 225 kg/496 Lbs weight capacity.

WARRANTY

Stille warrants, to the Purchaser / End user that the imagiQ2 and related products (“Covered Products”) conform to the manufacturer’s published specifications and are free from defects in material or workmanship. The warranty period will commence on the date of invoice to any purchaser or from date of installation, provided Stille’s form ‘imagiQ2 installation report’ is submitted to and received by Stille within 6 months after invoice date.. The duration of the warranty (“Warranty Period”) is 3 years on parts and 2 years on labor, except for casters,

Line #	Part #	Description	Qty

batteries, power cords, power outlets and hand and/or foot controls, which have a warranty period of 12 months for both parts and labor.
Any warranty claims should be addressed directly with the manufacturer:
Stille Surgical Inc.
943 Parkview Blvd
Lombard, IL 60148
800-665-1614

10 ****989801269921** **Stille IQ2 Accessory Package** **1**

535-1790 - Stille IQ2 Accessory Package includes a quantity one of the following items at additional savings. 535-1730 Fistula Arm Board, 535-1750 Catheter Tray 39", 535-1772 Table Mounted Radiation Shield, 535-1724 Short Side Rail, 535-1720 Long Side Rail, & O-RSX2 Patient Strap.

11 ****989801269924** **NuView 55** **1**

CV Medical - Part# NuView554k

One 55" 4K monitor. (7) video inputs. Height adjustable. Ability to simultaneously view 4 images and comes with one shelf. (ability to add additional shelves, utility basket or chart bin)

12 ****989801269925** **NuView Utility Basket** **1**

CV Medical - Part# ACC-10090-00

Channel mounted 16x16 shelf, chart bin for the NuView 55

13 ****989801269926** **NuView Channel Mounted Shelf** **1**

CV Medical - Part# ACC-10090-00

Channel mounted 16x16 shelf, chart bin for the NuView 55

14 **SP101** **Future Dollars** **1**

Dollars in the amount mentioned above may only be applied towards the future purchase of item(s) from the Philips Catalogue related to the main product quoted herein (e.g. accessories, upgrades, options, training, etc.), for which the discount percentage on this order will determine the discount percentage used for the future item(s). Payment for the entire order, including unidentified item(s), must be made as per the terms and conditions of this order. These funds must be utilized within twelve (12) months from the date of customer signature on the Medical Device Installation Record (MDIR), at which time any unused funds will be forfeited. Philips cannot sell, market, quote to customers, accept Orders for, or provide any FDA-regulated product prior to receiving FDA clearance and making the product generally commercially available. Under no circumstances will these dollars be refunded.

102055 Zenition 70

NET PRICE [redacted]

Buying Group: HEALTHTRUST PURCHASING GROUP Contract #: 500005

Addt'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.

102055 Zenition 70

OPTIONS

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

Line #	Part #	Description	Qty	Each	Price	Initial
1	**NMCA031	**Video Paper/Transparancy Printer**	1	[redacted]	[redacted]	_____

Thermal multimedia printer for printing images from live (= left) monitor onto paper or blue transparency.

Features:

- Multiformat 1 2 4 6 images to be printed on one page in both landscape and portrait format
- Hard copies of clinical images available for archiving
- Full size image printed in about 20 seconds

Comprising:

- Printing unit UP-990AD integrated in the Mobile View Station of the system
- Printing paper roll (UPP-210HD)

2	**NMCA451	**Digital Navigation Link (FD)**	1	[redacted]	[redacted]	_____

The Digital Navigation Link is an open interface for use with a wide range of fluoroscopic navigation Systems.

Features included:

- Automatic transfer of "Last Image Hold" (fluoroscopy/Run or Digital Exposure) to a connected device optimizing workflow
- Loss-less digital image transfer from the C-arm to the fluoroscopic navigation system preserving the excellent quality of the original image
- Error free image transfer matching by providing the right image with the right time information

3	**989801269918	**Basic Armboard**	1	[redacted]	[redacted]	_____

512-5000 Basic Armboard

101444 ISP - Base System Solutions

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:

Line #	Part #	Description	Qty
1	**FIC0250	**Number of Concurrent Users NA**	2

The concurrent user licensing is a flexible licensing offering, in which the customer can choose a maximum number of concurrent advanced visualization users based on the specific needs.

The concurrency is based on average usage estimations. Some applications may require additional resources which can limit overall user concurrency. The actual number of concurrent users that may use the system at any given time is limited by the available system resources and may vary.

For the NA Market only

2	**NICA797	**Rack Configuration**	1
3	**NICB040	**IntelliSpace Portal**	1

IntelliSpace Portal Enterprise standard server configuration is designed to support up to 10 concurrent users.

The IntelliSpace Portal Standard Server consists of the following hardware configuration

Dell PowerEdge R640 or T640:

CPU: Intel Xeon Gold 6136 3.0G, 12C
RAM: default 32 GB and up to 64 GB
Hard Drive: 3 * 1.2 TB 10 K RPM SAS 12 Gbps
Remote Card: iDRAC9 Enterprise
RAID Controller: PERC H330 RAID Controller
Power Supply: 2 * Hot-plug, Redundant Power Supply (1+1), 750 W
NIC Card: Intel Ethernet i350 QP 1 Gb Network Daughter Card 1 ZR

Operating System: Windows Server 2012 R2 – Standard edition (English local)

The hardware configuration that will eventually be delivered meets or exceeds the mentioned specifications.

4	**989801255011	**ISP Initial Handover Education (5 Users)**	2

101444 ISP - Base System Solutions

Line #	Part #	Description	Qty

A Philips Clinical Workflow Adoption Consultant will provide a twenty-four (24) hour introduction to advanced visualization techniques for Technologists and /or Radiologists over three consecutive business days. The education will cover the fundamentals of image manipulation and processing associated with the specific software (application packages) purchased. Philips requires no more than 5 attendees per session to maximize the educational value.

Attendee(s) are responsible for adhering to the agreed upon clinical education statement of work. ASRT CEU credits may be available for each participant who meets ASRTcriteria. Education expires one (1) year from equipment installation date (or purchase date if sold separately).

5 ****989801200840** **ISP Stand-alone Implementation Services** **1**

Overview
This service provides units of implementation services and/or time based consulting.

Engagement Deliverables
• This covers the applicable Philips activities to perform the implementation of the IntelliSpace Portal as configured in this order.
Engagement Completion Criteria
• This action is completed upon the successful technical installation of the IntelliSpace portal as signified by the customer signing the MDIR or FCU document. This is exclusive of the activities required by the customer (stated below) and payment is required upon completion of the Philips implementation activity.

Customer Work Contributions
- The customer will complete all deliverables as agreed to in the Statement of Work.

Limitations
• Services shall be delivered Monday thru Friday on Philips business days between the hours of 8am thru 5pm local time.
• Does not include additions, deletions or modifications to current interfaces.

101444 ISP - Base System Solutions

NET PRICE [redacted]

Buying Group: NO CONTRACT Contract #: NONE

Addt'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:

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Invoice Address:

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_____

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.

100861 ISP - CT Clinical Apps

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:

Line #	Part #	Description	Qty
1	**NICA797	Rack Configuration	1
2	**NICA352	CT Advanced TAVI Pckg	1

The CT Advanced TAVI package includes advanced applications useful for TAVI patient selection and procedure planning:

• CT TAVI Planning

• Multimodality Advanced Vessel Analysis (AVA)

• CT Cardiac Viewer

• Enhanced Zero-Click Performance

• Reporting

CT TAVI Planning

The CT TAVI Planning application provides assessment and measurements of relevant heart structures for TAVI-device sizing, and allows the user to select a starting angle for C-arm position from the possible optimal positions from the CT TAVI and select a C-arm angle the user feels is appropriate to use in the catheterization laboratory by the Interventional team performing the procedure (to be used during the procedure itself). The CT TAVI Planning application also includes a vascular analysis capabilities for access route assessment.

• CT TAVI Planning allows users to select patient CT studies from various vendors.
• CT TAVI Planning provides visualization of aortic valve calcification
• CT TAVI Planning provides assessment and measures of the following relevant heart structures for TAVI-device sizing: the annulus
plane, Left Ventricular Outflow Tract (LVOT) plane, sinotubular junction plane, sinus of valsalva plane, ascending aorta plane, right
coronary cusp landmark, left coronary cusp landmark, non-coronary cusp landmark, right coronary ostium and left coronary ostium.
• CT TAVI Planning provides contour detection with manual correction capability, with diameter, area and distance measurements at each
plane as well as distance to each coronary ostia from the annulus plane.
• CT TAVI Planning provides 2D and 3D views.
• Planning provides C-arm angles which can be utilized to determine the best angle for deployment during the procedure.
• CT TAVI Planning provides a 3D display of the ascending aorta and aortic root at the C-arm angle chosen within the application.

Multimodality AVA

AVA Stenosis offers a set of tools for general vascular analysis using CTA or MRA data sets. (For MR, AVA is compatible with Time-of-Flight (TOF), contrast enhanced MRA's, multi-phase data, and whole body acquisitions). AVA allows to organize the findings systematically, save and export them, thus providing a consistent ability to review complex structures.

For CT, enhanced algorithms easily remove or edit bone (skull or body), and extract and segment the vessels to quickly perform typical measurements such as intra-luminal diameter, cross sectional lumen area, length and tortuosity of vessel's segments, and angle of the vessels. Simplified, interactive measurement tools make it easy for the user to calculate the angulation between the superior neck and aneurysm, the angle between the superior neck and aneurysm lumen, as well as other complex anatomic calculations. In addition, the application produces batches of cMPR, cross-sectional, MPR and volume images created completely automatically, even before the user arrives to the system to shorten the total reading time (Requires Preprocessing and Enhanced Zero Click functionality). New workflows now support specific findings creation, like Stenosis, Aneurysm, and Diameter measurements.

For both CT and MR, AVA allows the user to display the dataset using volume rendering, Average, or MIP with cross sections images that can be used to delineate aneurysm, presence of mural calcification and lining mural thrombus, branch vessel (celiac, mesenteric, renal) and the ilio-femoral arterial runoff circulation.

CT Cardiac Viewer

Provides a comprehensive set of user tools that allows quick visualization of one or multiple cardiac phases, synchronization of multiple cardiac phases with interactive slab-MIP tools for review purposes, cine mode for cardiac axes views and a simple "Area-Length" calculation of End Systolic Volume (ESV), End Diastolic Volume (EDV), Cardiac Output (CO) and Ejection Fraction (EF) for basic ventricular functional assessment

Enhanced Zero-Click Performance

This option is a powerful upgrade for IntelliSpace Portal servers which enables "zero-click" automated processing without any user interaction for the following clinical functions:

• Automatic preprocessing of bone removal and vessel segmentation within the Advanced Vessel Analysis (AVA) application for CT angiography (CTA) cases and MR Angiography (MRA) cases

• Automatic series creation for Advanced Vessel Analysis Application includes: cMPR, cross-sectional, MPR and volume images created completely automatically, even before the user arrives to the system.

• Automatic segmentation of cardiac anatomy within the Comprehensive Cardiac Analysis application

• Automatic segmentation of the centerlines of the inner lumen of the colon for the Virtual Colonoscopy application

• Liver Volume, Hepatic and Portal vessel automatic segmentation and classification for the CT Liver Analysis application

In addition, a machine learning feature allows the workstation to learn from prior application usage and automatically indicate the series and data type on which pre-processing should be applied. The feature periodically re-learns the data to track changes in usage needs. No user configuration is required.

Preprocessing automatically begins when the entire dataset has been loaded onto the IntelliSpace Portal server, for true “zero-click” convenience. With the Enhanced Performance option, IntelliSpace Portal can provide up to an 80% reduction in preparation time for complex aorta and stent planning, and reduce CT virtual colonoscopy reading times to just five to ten minutes, allowing you to maintain diagnostic quality with significantly less time.

This option is not available for Intellispace Portal DX with T610 Server.

Reporting

Provides reporting capabilities for dissemination of clinical results from the Portal including display of key images and results frames. The report is available for referring physicians, patients, or for medical records. Each report is editable and new default templates can be easily created and included in the system configuration. The report can be saved as a PDF file for digital transfer or printed as a paper report.

Prerequisite: Intellispace Portal 9.0 or higher.

100861 ISP - CT Clinical Apps

NET PRICE [redacted]

Buying Group: NO CONTRACT Contract #: NONE

Addt'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.

100773 Xper IM 2.x Upgrades and Extensions R2.4

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:

Line #	Part #	Description	Qty
1	****FIT3953**	**Side Stream ET CO2**	**1**

License for Xper Flex Cardio 2010 or Xper Flex Cardio 2020 with Side Stream ET CO2;
Incorporates Side Stream End Tidal CO2 monitoring capabilities to Xper Flex Cardio devices.

2	****FIT3838**	**Xper FC Control Room**	**1**

Xper FC Control Room

Xper Flex Cardio Control Room configuration is a physiomonitoring/hemodynamic system that is optimized for the cath lab environment. The system allows for monitoring the patient's vital signs as well as allows for hemodynamic measurements required during interventional procedures. This Performance configuration consists of a signal acquisition unit that is installed within the procedure room and a computer workstation in the x-ray control room. This configuration is typically used within the cath lab, hybrid OR and multi-purpose labs where cardiac monitoring is required. User logins allow for networking to a central database server for archival of case procedure information. The system outputs the monitored signals to a Medical grade boom display within the procedure room, while dual LCDs displays connected to the control room workstation can be used for all of the hemodynamic and information management functionality.

Minimum Hardware included:

- Flex Cardio device (Model FC2010)
- Workstation
- Dual 22" LCD Displays
- Medical Grade UPS
- Patient Cable Kit

Monitoring functionality included:

- NIBP
- Respiration
- Temperature
- 12-lead ECG
- SpO2
- Cardiac output (Thermodilution)
- Invasive pressures (4 channels)

Requires:

Line #	Part #	Description	Qty

- Xper IM Data Center SW
- Hemo calculation, vital capture and charting software
- Table Mount
- Medical Grade Boom Display
- Hemo Accessory Kit

3 **FIT3878 Xper FC Nurse Station 1

Xper FC Nurse Station

The Nurse Station is a computer workstation that can be installed within the Cath Lab suite and offers an additional location from which to enter medication and nurses' notes data during procedures and sample pressures and other physiologic data. Nurse Station is also capable of controlling Xper Flex Cardio 2010. The Nurse Station communicates with a central database server for accessing and storing patient case procedure information.

Features:

- Remote workstation for procedure documentation
- Remote control of the Xper Flex Cardio 2010 or 2020
- Remote recording of hemodynamic samples
- Input conscious sedation data
- Point of care inventory management via documentation or manufacturer barcode (optional via Inventory)

Minimum Hardware included:

- XDS Workstation
- 19" LCD Display
- Keyboard
- Mouse
- Barcode reader

System Software included:

- Xper Information Management Hemo Control software for Workstation CPU
- Microsoft OS
- Symantec pcAnywhere
- Microsoft SQL Express Edition

Requires:

- Xper IM Data Center SW
- XDS Wall Mount OR Rolling Stand

4 **FIT4007 Side Stream ET CO2 Cables 1

Line #	Part #	Description	Qty

Cables to support Side Stream End Tidal CO2 monitoring capabilities to Xper Flex Cardio devices.

Include:

- Side Stream End Tidal CO2 cables

5 ****FIT3998** **Hemo Accessory Kit A** **1**

This kit includes the following items:

Skin Surface Temperature Probe
Ice Bath Temperature Probe
Reusable Clip Adult SpO2 Sensor
Reusable NIBP Comfort Cuff Assortment
Adult Pressure Interconnect Cable 3.0m
Cardia Output Cable, 4.8m
Radiolucent Socket Leadwires
SpO2 9-pin D-sub Adapter cbl 1.1m(8-pin)
CBL 5+5 ECG Trunk cable AAMI,IEC 2.7m
CBL 5 Leadset, Grabber, IEC, ICU
CBL 5 Leadset, Grabber, Chest, IEC, ICU
Wireless Barcode Scanner
Xper Customer Keyboard and Mouse English
Periph Xper Eizo DVI Extender Kit
CBL BOOM Video Kit - USA

6 ****FIT3979** **GCX Rolling Stand** **1**

For mounting of VESA Compatible Flat Panel displays.

Includes:

- Rolling stand
- Keyboard / Mouse support arm
- CPU mounting bracket
- Flat Panel display mounting base
- Storage basket
- Support arm for Flex Cardio device

Note: this roll stand does not support mounting of dual displays.

7 ****FIT3980** **Xper Flex Cardio Table Mount** **1**

This Xper Flex Cardio Table Mount is a customized mounting system and is required to mount FC2010 to x-ray table. The mount includes cable management to minimize clutter of cables connected to the FC2010 device.

*This wall mount is optimized for the Philips Allura X-ray table, but could be used for x-ray tables from other manufacturers.

8 ****989803203431** **XPER Install Cable Kit-Ctrl Rm for CI** **1**

XPER Install Cable Kit-Ctrl Rm for CI

9 ****989801200902** **Onsite XPER Training/Consulting (8 Hrs)** **4**

100773 Xper IM 2.x Upgrades and Extensions R2.4

Line #	Part #	Description	Qty

Overview

A Philips Consultant(s) will provide IntelliSpace Cardiovascular application training to physicians, technologists, sonographers, and administrative staff on how to master new ways for collecting, analyzing, reporting, archiving, and maintaining clinical data within the IntelliSpace Cardiovascular application. Philips uses a “train the trainer” approach to the IntelliSpace Cardiovascular application training.

"Train-the-Trainer” Methodology:

Following in-depth training, the Philips Application Consultant will deliver training while Key User(s) observe. During the next training session, the Philips Application Consultant and the Key User(s) will work together to deliver training. The last step requires the Key User(s) to deliver training to end-users with the Philips Application Consultant in a supporting role. This approach builds competency allowing the Key User(s) to become comfortable with the system and training while having the benefit of a Philips Clinical Application Consultant for support. In addition, this approach provides your Key Users with the necessary skills to support the IntelliSpace Cardiovascular application, preparing your organization to meet on-going clinical training needs.

Engagement Deliverables

• A maximum of eight (8) hours of onsite training per quantity of service purchased.
• A customer-specific training plan is developed.

Engagement Completion Criteria

• Philips Consultant has delivered a maximum of eight (8) hours of onsite IntelliSpace Cardiovascular application training.

Customer Responsibilities

• Customer will designate a clinical contact to lead and coordinate scheduling.
• Customer will designate appropriate clinical resource(s) with knowledge and expertise in all aspects of the department, and the authority to represent the needs of the department and clinical end-user.
• Customer must designate a Key User(s) to participate in “train-the-trainer” activities.
• In accordance with Philips “train the trainer” methodology and following completion of clinical application training, Key User(s) will assist in training any additional users.
• Key User(s) must be available to train with the Philips Consultant throughout the duration of scheduled training period. • Required E-learning must be completed prior to the commencement of onsite applications training. Failure to complete required e-learning may result in a delay or efficacy of onsite training.
• Customer will work with Philips to establish training plan schedule.
• Customer to schedule user training based on the mutually-agreed upon training plan.
• To provide a trained and satisfied group of users, Philips requests project leadership make staff available, clear their schedules and release them from patient-care responsibilities allowing them to focus without distraction during training.
• Provide training atmosphere conducive to learning.
• Key User(s) will act as the resident IntelliSpace Cardiovascular expert(s) following the clinical training, and will be responsible to provide on-going departmental training and support following project completion.
• Attendees must possess basic PC and Microsoft Windows application skills and be well versed in digital image acquisition as defined by their departmental modality devices.
• Customer to provide remote access to IntelliSpace Cardiovascular, if not already existing, via Philips RSN.
• Training will be scheduled in advance. Philips should be notified, in advance, of any cancellation or rescheduling of confirmed training dates.

Line #	Part #	Description	Qty

Estimating Assumptions on Work

• A maximum of eight (8) hours of onsite training will be delivered.
• Customer personnel and resources, defined in the project plan, are made available at the times defined by the project plan.
• Client- provided materials and information are accurate, complete and convey in a timely manner.
• The identified Key User(s) must have completed all required e-learning and remote training prior to the commencement of onsite applications training.
• All training will be managed, and accounted for, through the Philips Online Learning Center. The hours of training delivered per session vary depending on the knowledge base and learning speed of the attendees. The hours of training delivered per session vary depending on the knowledge base and learning speed of the attendees.
• IntelliSpace Cardiovascular software purchased and system must installed before delivery of this service.

Limitations

• All services will be delivered during the normal Philips business day, between 8am and 5pm local time (excluding holidays).

Additional hours are available for purchase

10 ****989801200903** **Remote XPER Training/Consulting (8 Hrs)** **9**

Xper IM Application Remote Training, 8 Hours:

A Philips Clinical Applications Consultant will provide Xper IM application training. Philips employs a “train-the-trainer” approach to Xper application training working closely with your Key Users to train them on the features, functions, workflow and clinical use of the system.

11 ****989801200730** **Xper IM Clinical Super User ILT Course** **1**

Xper Information Management Clinical Super User ILT Course

Overview:
This course provides the learner with the knowledge and skills required for a successful Xper IM implementation by the clinical Super User. This training is designed for new Xper IM clinical Super Users (RN's, RCIS's, RT's, or CVT's) who are unfamiliar with the Xper Information Management application, the Flex Cardio Hemodynamic system, and implementation process.
The course includes a combination of eLearning modules and Instructor Lead Training (ILT).
• The interactive, eLearning modules will focus on key functions and transactions in the system and will be made available to the learner prior to the ILT portion of the training and are a prerequisite. These modules will provide a combination of foundational knowledge and interactive system simulations. Each module will include knowledge checks and a final assessment to ensure that the participant understands the concepts and how to implement them. Finally, participants will be able to revisit these modules as part of ongoing performance support.
• The ILT Class will focus on providing the learner with a simulated “Day-in-the-Life” experience with Xper IM. The class is taught using a combination of demonstrations and hands on experience. This intensive face-to-face portion of the course will take place at a designated Philips learning facility.
Upon completion of the Xper IM Clinical Super User Training, Clinical Super Users should be able to implement the skills learned to customize their databases for their facilities' workflows, be able to utilize the Flex Cardio monitoring system, and train additional staff to use the application to perform a variety of procedures.
The price of this training also includes air travel, ground transportation, hotel accommodations, lunch, and a $40 daily allowance for breakfast and/or dinner at the hotel.

100773 Xper IM 2.x Upgrades and Extensions R2.4

Line #	Part #	Description	Qty

Features:
Individuals who complete the prerequisite eLearning modules and attend the Instructor-led portion of the training will be able to:

- Describe the function of each of the components comprising the Xper IM network
- Identify how to meet the demands of the hospital's rigid user security requirements by utilizing the security features of the Xper IM Hemodynamic System
- Properly utilize the system to monitor any procedure type by utilizing the Flex Cardio Monitoring System
- Customize the system's default menus to ensure proper patient documentation
- Customize the default system tables to meet the needs of the facility
- Customize and maintain inventory through the Xper IM application.
- Perform the diverse types of cases from beginning to end and incorporate all aspects of the case into an electronic medical record.
- Document data for submission to the ACC4 CathPCI NCDR

Recommended Attendees:

- Xper Information Management Clinical Super Users (RN's, RCIS's, RT's, or CVT's) - Not for IT.
- The prospective student should have knowledge of clinical procedures and facility workflow, basic PC knowledge of Windows OS (copy, paste, find files, keyboard and mouse usage).
- Students should have the authority to make decisions regarding database changes for their facilities.

Engagement Deliverables:

- Successful completion of Xper Information Clinical Super User prerequisite eLearning module is required prior to attending this course.
- Completion of the Instructor Lead portion of the training, covering the features listed above with the addition of a final exam.

Engagement Completion Criteria:

- Attendance of one person at Xper Information Management Clinical Super User Instructor-led Training Course
- The trainee has completed the prerequisite eLearning modules and attended the Instructor-led portion of the training

Customer Work Contributions:

- Successful completion of the Xper Information Management Clinical Super User prerequisite eLearning modules is required prior to registration for this course.
- The eLearning modules are located on the Philips Learning Center (PLC).
- Attendance and completion of the Instructor-led Training

Estimating Assumptions on Work:

- Customer personnel and resources, defined in the project plan are made available at the times defined by the project plan.
- Training is held at a designated Philips Training Center location.

Limitations on Work:

- Training is good for one (1) year from the purchase date. Any unused training will expire after this time.
- Training classes are scheduled in advance and registration is on a first come, first serve basis.
- Notify Philips a minimum of two (2) weeks in advance of any changes to registration.

12	****989801200977**	**Additional Room Install/Imp**	**1**

Line #	Part #	Description	Qty

This item represents additional installation & implementation services for Xper Flex Cardio system.

13 ****989801200992** **Xper FC End Tidal, Side or Main CO2 Pkg** **1**

Overview

This option includes both Xper Flex Cardio sidestream and mainstream etCO2. A Philips Consultant will configure the Xper Flex Cardio system for the purchased end tidal C02 (etCO2) monitoring capabilities to the Xper Flex Cardio device(s). Sidestream etCO2 monitoring capabilities are incorporated to the Xper Flex Cardio device via an external Philips sidestream cable [M2741A); main stream etCO2 monitoring capabilities are incorporated to the Xper Flex Cardio device via an external Philips mainstream sensor cable (M2501A).

Features

- Auto zero
- Side stream etCO2 monitoring is accomplished via nasal cannula
- Main stream etCO2 monitoring is accomplished via external face mask

Engagement Deliverables

- Philips resource will access Xper Flex Cardio software registration and configure the device for etCO2

Engagement Completion Criteria

- The Xper Flex Cardio device end tidal CO2 option is ready for clinical use

Limitations on Work

- Only available in Xper Flex Cardio devices [FC2010 and FC2020]

14 ****989801200976** **Xper FC Nurse/Bedside/Central Install** **1**

This item represents the installation & implementation services for Xper Flex Cardio portfolio device. Please reference the Statement of Work (SoW) or Project Scope Document (PSD) that provides the full details on the installation & implementation deliverables.

100773 Xper IM 2.x Upgrades and Extensions R2.4

NET PRICE [redacted]

Buying Group: HEALTHTRUST PURCHASING GROUP Contract #: 500111

Addt'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:

_____

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Invoice Address:

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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.

100499 Upgrades Surgery - Serial

System Type: Upgrade
Freight Terms: FOB Destination
Warranty Terms: Part numbers beginning with two (2) asterisks (**) are covered by a ninety (90) day product 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:

Line #	Part #	Description	Qty
1	**NMCA386	Wireless Data Transfer FE.	1

The wireless data transfer option improves the OR workflow through wireless communication with the hospital PACS and RIS. Images, DICOM worklists and MPPS can wirelessly be transferred to the hospital IT systems, reducing the cable clutter in the OR. It also enables wireless transmission of system performance for remote proactive support - customer service agreement required for this functionality.

Option details:
* IEEE 802.11 a/b/g
* Security: WEP, WPA, WPA2 (AES)
* System works with a fixed IP address (can be determined by hospital IT) and a dynamic IP address (DHCP protocol)

100499 Upgrades Surgery - Serial

NET PRICE [redacted]

Buying Group: NO CONTRACT Contract #: NONE

Addt'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:

_____

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Invoice Address:

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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.

Philips Standard Terms and Conditions of Sale

The products and services listed in the quotation are offered by Philips Healthcare a division of Philips North America LLC ("Philips") only under the terms and conditions described below (the "Terms and Conditions of Sale" or "Agreement").

1. Prices; Taxes.
The purchase price stated in the quotation does not include applicable sales, excise, use, other taxes, or government surcharges in effect or later levied. Customer shall provide Philips with an appropriate exemption certificate reasonably in advance of the date the product is available for delivery, otherwise, Philips shall invoice Customer for those taxes, as well as any other government surcharges, and Customer shall pay those taxes in accordance with the terms of the invoice. Government surcharges are non-exempt under law. Customer is defined as a legal entity, its affiliates and or subsidiaries who purchase product(s), and take title of the purchased product(s) from Philips.

2. Cancellation.
Philips' cancellation policies are set forth in the applicable Product Specific Schedule attached to these Terms and Conditions of Sale.

3. Payment Terms.
3.1 Unless otherwise specified in the quotation, Philips will invoice Customer, and Customer will pay such invoice based on the date of invoice for each product in accordance with the payment terms set forth in the applicable Product Specific Schedule attached to these Terms and Conditions of Sale:
3.2 Philips may make partial or early shipments and Customer will pay such invoice based on the date of invoice for each product in accordance with the payment terms set forth in the quotation.
3.3 Orders are subject to Philips' on-going credit review and approval.
3.4 Customer shall pay interest on any amount not paid when due at the annual rate of twelve percent (12%) or at the maximum rate permitted by applicable law, whichever is lower. 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 the quotation following a Customer default or product cancellation under an order arising from the quotation, Philips shall be entitled to recover as part of its damages all costs and expenses, including reasonable attorneys' fees, in connection with such action.
3.5 Payment Methods. Payments may be made by check, ACH or wire. Philips does not accept transaction fees for wire transfers.
3.6 If the quotation indicates net prices that are each associated with a payment method, then Philips will invoice Customer, and Customer will pay, the net price that corresponds to Customer's elected payment method.

4. Trade - In.
If Customer will be trading-in any equipment ("Trade-In"), then:
4.1 Customer represents and warrants that Customer has good and marketable title to the Trade-In as of the date of the Quotation and will have good and marketable title when Philips removes the Trade-In from Customer's site (the "Removal Date");
4.2 Removal of the Trade-In from Customer's site shall occur no later than the date Philips makes the new product available for first patient use, unless otherwise agreed in writing between Philips and the Customer. Title to the Trade-In shall pass from Customer to Philips on Removal Date, unless otherwise agreed by Philips and Customer.
4.3 Notwithstanding anything to the contrary in a current applicable Business Associate Addendum ("BAA") between the parties, Customer represents and warrants that Customer has removed or de-identified all Protected Health Information ("PHI") from the Trade-In equipment as of the date the equipment is removed and will otherwise comply with all applicable privacy laws. To the extent Customer has not done so, Customer agrees to reimburse Philips for any out-of-pocket costs Philips incurs to remove or de-identify PHI from the Trade-In.
4.4 Customer will ensure that the Trade-In is clean and sanitized and that all potentially infected materials and biological fluids are removed prior to its de-installation and removal.
4.5 If (a) the condition of the Trade-In is not substantially the same when Philips removes the Trade-In (ordinary wear and tear excepted) as it was when Philips quoted the Trade-In value; or (b) Customer delays the removal of the Trade-In, then Philips may reduce the price quoted for such Trade-In or cancel the Trade-In and Customer will pay the adjustment amount within thirty (30) days from the date of invoice.
4.6 If Philips does not receive timely possession of the Trade-In, Philips will, at its option, either charge Customer the amount of the Trade-in allowance and cancel the trade-in, re-value the trade-in allowance accordingly, and/or charge Customer a rental fee of 10% of the trade-in allowance per month or partial month until the trade-in is available for removal. Customer will pay any invoiced allowance adjustment or rental fee within thirty (30) days from the invoice date.
4.7 Evidence that Customer intends to trade in an asset as part of the purchase or lease of any product(s) shall be in the form of, but not limited to: (a) receiving a trade in quote and/or authorization from Philips on the value of the asset to be traded in; (b) providing Philips with serial numbers of assets to be traded in; and/or, (c) providing Philips with a de-installation date to remove an existing asset in order to install Philips quoted equipment.
4.8 Customer is responsible for all plumbing necessary to properly drain coolant from chiller system and cap the lines. Prior to the Removal Date, Customer shall remove all equipment that is not being de-installed from the room.

5. Leases. If Customer desires to convert the purchase of any product to a lease, Customer will arrange for the lease agreement and all other related documentation to be reviewed and approved by Philips not later than ninety (90) days prior to the date of the availability for delivery of major components of the product. The Customer is responsible for converting the transaction to a lease, and is required to secure the leasing company's approval of all of these Terms and Conditions of Sale. No product will be delivered to the Customer until Philips has received copies of the fully executed lease documents and has approved the same. For any lease, if the lease doesn't fund then (i) Customer guaranties the payment of all monies due or that may become due under this agreement (ii) Philips may convert the lease back to a purchase and invoice Customer accordingly and (iii) Customer will pay all such invoiced amounts per the invoice terms.

6. Security Interest. By signing the quotation or issuing a purchase order for the products described, Customer hereby grants to Philips a purchase money security interest in the products until all payments have been made. Philips may file a financing statement for such security interest and Customer shall sign any financing statements or other documents necessary to perfect Philips' security interests in

the products. Where permitted by applicable law, Customer's signature on the quotation or on a purchase order issued as a result of the quotation gives Philips the right to sign on Customer's behalf and file any financing statement or other documents to perfect Philips' security interest in the product.

7. Shipment and Risk of Loss.
7.1 Delivery terms are stated in the applicable Product Specific Schedule attached to these Terms and Conditions of Sale.
7.2 Except as otherwise stated in the applicable Product Specific Schedule, title to any product (excluding software), and risk of loss or damage shall pass to the Customer F.O.B. destination. Customer shall obtain and pay for insurance covering such risks at destination.

8. Site Preparation and Installation.
8.1 Site Access. Customer shall provide Philips full and free access to the installation site and a suitable safe space for the storage of the products before installation. Customer shall ensure, at no charge to Philips, that there are no obstacles preventing Philips from moving the product from the entrance of the Customer's premises to the installation site.
8.2 Site Preparation and Installation.
8.2.1Customer Responsibility. Customer shall be responsible, at its expense, for rigging, the removal of partitions or other obstacles, installation of safety switch or breaker, and restoration work. The products will be installed during normal working hours. Except where Philips has agreed in writing to provide construction services for a fee pursuant to a construction agreement and scope of work signed by Customer, Customer shall be responsible, at its expense, for the preparation of the installation site where the product will be installed including any required structural alterations. Customer shall provide any and all plumbing, carpentry work, conduit, wiring including communications and/or computer wiring, network equipment, power supply, surge suppression and power conditioning (except to the extent they are expressly included in the quotation), fire protection and environmental controls, ground fault and isolation system, and other fixtures and utilities required to properly attach, install, and use the product. Site preparation shall be in compliance with all applicable laws, including all safety, electrical, and building codes relevant to the product and its installation and use. The sufficiency of any installation site plans shall be the responsibility of Customer. Customer, at its expense, shall obtain all permits and licenses required by federal, state, or local authorities in connection with the installation and operation of the product, including any certificate of need and zoning variances.
8.2.2 Unless otherwise specified by Philips, Customer shall advise Philips of site conditions at or near the location where equipment is installed five (5) days prior to the mutually agreed upon delivery date. The update shall include but not limited to the following:
8.2.2.1 Hazardous Materials. Asbestos and other hazardous materials that could adversely affect the installation or pose a health or safety risk to Philips' personnel, and Customer shall ensure that those conditions are corrected and hazardous materials removed, and that the site is fully prepared and available to Philips before installation work begins. Customer represents and warrants that an asbestos survey of the facility has been performed to determine the presence, location, quantity and condition of asbestos containing materials (ACM) or presumed asbestos containing materials (PACM) at the facility; and the facility and/or work area does not contain any ACM or PACM or the facility and/or work area contains ACM or PACM, such material has been encapsulated or enclosed in accordance with applicable laws and the work will not disturb any such materials.
8.2.2.2 Construction. All construction work in technical and operator room(s) is finished including but not limited to the responsibilities identified in 8.2.1.
8.2.3 Delays. If site preparation is not on schedule five (5) days prior to the mutually agreed upon delivery date or as otherwise specified by Philips, Philips and Customer will conduct an evaluation of the site and establish a revised installation schedule. In the event that installation is delayed by Customer within five (5) days prior to the mutually agreed upon delivery date or after the start of installation, Customer will be responsible for: (i) storage and fees for the preservation and life support of the equipment to ensure high quality and long life of system(s); and, (ii) Costs associated with rescheduling and coordination for all resources and third party providers, including travel costs for split delivery and installation directly related to the delay in installation. If during installation Philips discovers hazardous materials (i.e. asbestos, etc.) all installation activities will stop and Customer will remove and dispose of the hazardous materials. Once the issue giving rise to the delay has been rectified and the site meets the criteria set forth in this Section 8, Philips and Customer will conduct an evaluation of the site and establish a new installation schedule.
8.2.4 Philips Responsibility. Unless additional professional services are purchased separately (including turnkey) and/or professional services are set forth in a statement of work or project implementation plan under the agreement for the product purchased hereunder upon delivery, Philips will unpack the product (if unpacking is required), and connect the product to a safety switch or breaker that has been installed by the Customer, and calibrate and test the product.
8.3 PHILIPS MAKES NO WARRANTY AND ASSUMES NO LIABILITY FOR THE FITNESS OR ADEQUACY OF THE SITE IN WHICH THE PRODUCT IS TO BE INSTALLED OR USED. EXCEPT OTHERWISE PROHIBITED BY STATE LAW OR STATE CONSTITUTION CUSTOMER SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS PHILIPS AND ITS AFFILIATES AGAINST ANY COSTS, LOSSES, EXPENSES, PHYSICAL PROPERTY DAMAGE, AND/OR THIRD PARTY CLAIMS, INCLUDING SUBROGATION CLAIMS, COLLECTIVELY ALL THE FOREGOING ARISING FROM OR RELATING TO CUSTOMER'S SITE PREPARATION RESPONSIBILITIES.
8.4 **Local Labor**. If local labor conditions, including but not limited to a requirement to utilize union labor, require the use of non-Philips employees to participate in the installation of the product, then such participation of non-Philips employees shall be at Customer's expense. In such case, Philips will provide engineering supervision during the installation.
8.5 **Remote Services Network ("RSN")**. 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 products software, transmitting automated status notifications from 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). 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. Customer agrees to pay Philips at the prevailing demand service rates for all time spent by Philips service personnel waiting for access to the products.

9. Product Warranty.
9.1 (a) If a separate product warranty prints as part of the quotation, that product warranty applies to your purchase and is incorporated herein; otherwise Section 9.2-9.7 shall apply unless the product is identified under 9.1 (b). (b) For Monitoring and Analytics (MA) & Therapeutic Care (TC) Portfolio, Emergency Care & Resuscitation Portfolio, (ECR) and Medical Supplies and Consumables (MS)

Portfolio, the product warranty document can be found at: http://www.usa.philips.com/healthcare/about/terms-conditions, or can be provided upon request.

9.2 **Hardware/Systems**. Philips warrants to Customer that the Philips equipment (including its operating software) will perform in substantial compliance with its performance specifications, in the documentation accompanying the products, for a period of twelve (12) months beginning upon availability for first patient use.

9.3 **Stand-alone Licensed Software.** For a period of ninety (90) days from the date Philips makes Stand-alone Licensed Software available for first patient use, such Stand-alone Licensed Software shall substantially conform to the technical user manual that ships with the Stand-alone Licensed Software. “Stand-alone Licensed Software” means sales of Licensed Software without a contemporaneous purchase of a server for the Licensed Software. If Philips is not the installer of the Stand-alone Licensed Software, the foregoing warranty period shall commence upon shipment.

9.4 If the start of the installation is delayed for any reason beyond the control of Philips for more than thirty (30) days following the date that Philips notifies Customer that the major components of the product are available for delivery, the warranty period begins on the thirty-first (31st) day following that date.

9.5 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. Any refund will be paid, to the Customer when the product is returned to Philips. 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.

9.6 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 and Customer is to notify Philips immediately if the product at any time fails to meet its printed performance specifications. 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 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 viruses or similar software interference resulting from connection of the product to a network. Philips does not provide a warranty for any third party products furnished to Customer by Philips under the quotation; however, Philips shall use reasonable efforts to extend to Customer the third party warranty for the product. 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 product warranty.

9.7 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 WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. 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 products.

10. **Philips Proprietary Service Materials**.

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

11. **Patent Infringement Claims**.

11.1 Philips shall indemnify, defend, and hold harmless Customer against any new claim that a Philips product provided in the quotation infringes, misappropriates, or violates any third party intellectual property right, whether patent, copyright, trademark, or trade secret, provided that Customer: (a) provides Philips prompt written notice of the claim, (b) grants Philips full and complete information and assistance necessary for Philips to defend, settle, or avoid the claim, and (c) gives Philips sole control of the defense or settlement of the claim.

11.2 The provisions of this section shall not apply if the product is sold or transferred.

11.3 If (a) a Philips product is found or believed by Philips to infringe a valid patent or copyright; or, (b) Customer has been enjoined from using the Philips product pursuant to an injunction issued by a court of competent jurisdiction, Philips may, at its option; (i) procure the right for Customer to use the product; (ii) replace or modify the product to avoid infringement; or, (iii) refund to Customer a portion of the product purchase price upon the return of the original product. Philips shall have no obligation for any claim of infringement arising from: Philips' compliance with Customer's designs, specifications, or instructions; Philips' use of technical information or technology supplied by Customer; modifications to the product by Customer or its agents; use of the product other than in accordance with the product specifications or applicable written product instructions; use of the product with any other product not sold by Philips to customer and the Philips product in and of itself is not infringing; if infringement would have been avoided by the use of a current unaltered release of the products; or use of the Philips Product after Philips has advised Customer, in writing, to stop use of the Philips Product in view of the claimed infringement. The terms in this section state Philips' entire obligation and liability for claims of infringement, and Customer's sole remedy in the event of a claim of infringement.

12. **Limitation of Liability**.

THE TOTAL LIABILITY, IF ANY, OF PHILIPS AND ITS AFFILIATES FOR ALL DAMAGES AND BASED ON ALL CLAIMS, WHETHER ARISING OR RELATING TO BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, INDEMNITY, STRICT LIABITLITY 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.

THIS LIMITATION SHALL NOT APPLY TO:
12.1 THIRD PARTY CLAIMS FOR DIRECT DAMAGES FOR BODILY INJURY OR DEATH TO THE EXTENT CAUSED BY PHILIPS' NEGLIGENCE OR PROVEN PRODUCT DEFECT;
12.2 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.
12.3 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,
12.4 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. **Diclaimer**.
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. **Confidentiality**.
Each party shall maintain as confidential any information furnished or disclosed to one party by the other party, whether disclosed in writing or disclosed orally, relating to the business of the disclosing party, its customers, employees, and/or its patients, and the quotation and its terms, including the pricing terms under which Customer has agreed to purchase the products. Each party shall use the same degree of care to protect the confidentiality of the disclosed information as that party uses to protect the confidentiality of its own information, but in no event less than a reasonable amount of care. Each party shall disclose such confidential information only to its employees having a need to know such information to perform the transactions contemplated by the quotation. The disclosing party maintains exclusive ownership of the confidential information which it discloses to the receiving party, and a receiving party shall be responsible for the breach of these confidentiality terms by any of its representatives or other person to whom it may disclose the confidential information. The obligation to maintain the confidentiality of such information shall not extend to information that (a) is or becomes generally available to the public without violation of these Terms and Conditions of Sale or any other obligation of confidentiality or (b) is lawfully obtained by the receiving Party from a third party without any breach of confidentiality or violation of law. Notwithstanding the foregoing, in the event that the receiving party is required by law to disclose any confidential information to a court, government department/agency or regulatory body, the receiving party may so disclose, provided that it shall, to the extent permitted by applicable law, first inform the disclosing party of the request or requirement for disclosure to allow an opportunity for the disclosing party to apply for an order to prohibit or restrict such disclosure. Moreover, nothing set forth herein shall prohibit Customer from disclosing confidential information required by state or federal open records laws, to the extent disclosed in compliance with the rules and procedures applicable thereto, including notifying Philips and providing Philips an opportunity to argue certain information may be exempt as a trade secret, if applicable thereunder

15. **Compliance with Laws & Privacy**.
15.1 Each party shall comply with all laws, rules, and regulations applicable to the party in connection with the performance of its obligations in connection with the transactions contemplated by the quotation including, but not limited to, those relating to affirmative action, fair employment practices, FDA, Medicare fraud and abuse, and the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Health care providers are reminded that if the purchase includes a discount or loan, they must fully and accurately report such discount or loan on cost reports or other applicable claims for payment submitted under any federal or state health care program, including but not limited to Medicare and Medicaid, as required by federal law (see 42 CFR 1001.952[h]).
15.2 In the course of providing project implementation related services and/or warranty services to Customer, hereunder, it may be necessary for Philips to have access to, view and/or download computer files from the products that might contain Personal Data. “Personal Data” means information about an identifiable individual, and includes any information that is "personal information" or "personal health information" within the meaning of any applicable privacy law. Personal Data can include both personal health information (i.e., images, heart monitor data, and medical record number) and non-health information (i.e. date of birth, gender). Philips will process Personal Data only to the extent necessary to perform and/or fulfill its project implementation related service, warranty service and/or warranty obligations hereunder. Customer further acknowledges and agrees that all telephone conversations between Philips and Customer may, in Philips discretion, be recorded.
15.3 It is Customer's responsibility to notify Philips if any portion of the order is funded under the American Reinvestment and Recovery Act (ARRA). To ensure compliance with the ARRA regulation, Customer shall include a clause stating that the order is funded under ARRA on its purchase order or other document issued by Customer.
15.4 Product Safety and Other Complaints. Customer will report immediately to Philips any event of which Customer becomes aware that suggests that any services or products provided by Philips, for any reason: (a) may have caused or contributed to a death or serious injury, or (b) have malfunctioned where and such malfunctions would be likely to cause or contribute to a death or serious injury if the malfunction were to occur again. Additionally, Customer will also report to Philips complaints it receives from its personnel and patients or any other person regarding the identity, quality, performance, reliability, safety, effectiveness, labels or instructions for use of the services or products provided by Philips. Philips shall be solely responsible for submitting any filings or reports to any governmental authorities with respect to the Philips products and services provided by Philips hereunder, unless otherwise required by law.

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

party's designation as an Excluded Provider, then Customer may terminate this order by express written notice for products and services not yet shipped or rendered prior to a date of exclusion.

17. **Omnibus Reconciliation Act (OMNI) Social Security (PL96-499, Public Law)**
Philips and Customer shall comply with the Omnibus Reconciliation Act of 1980 (P.L. 96-499) and it's implementing regulations (42 CFR, Part 420). Philips agrees that until the expiration of four (4) years after furnishing services or products pursuant to these Terms and Conditions of Sale, Philips shall make available, upon written request of the Secretary of the Department of Health and Human Services, or upon request of the Comptroller General, or any of their duly authorized representatives, these Terms and Conditions of Sale and the books, documents and records of Philips that are necessary to verify the nature and extent of the costs charged to Customer hereunder. Philips further agrees that if Philips carries out any of the duties of these Terms and Conditions of Sale through a subcontract with a value or cost of ten-thousand U.S. dollars ($10,000.00) or more over a twelve (12) month period, with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request to the Secretary, or upon request to the Comptroller General, or any of their duly authorized representatives the subcontract, and books and documents and records of such organization that are necessary to verify the nature and extent of such costs. This paragraph relating to the retention and production of documents is included because of possible application of Section 1861(v) (1) (1) of the Social Security Act (42 U.S.C. 1395x (v) (1) (I) (1989)), as amended from to time to these Terms and Conditions of Sale. If Section 1861(v) (1) (1) should be found to be inapplicable, then this paragraph shall be deemed inoperative and without force and effect.

18. **General Terms**.
The following additional terms shall be applicable to the purchase of a product:
18.1 **Force Majeure**. Each party shall be excused from performing its obligations (except for payment obligations) arising from any delay or default caused by events beyond its reasonable control including, but not limited to, acts of God, acts of third parties, 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 mandatory direction, request, shortage of labor, materials or manufacturing facilities.
For clarity, Customer requests shall not be considered 'government' requests under this section 18.1.
18.2 **Bankruptcy**. If Customer becomes insolvent, is unable to pay its debts when due, files for bankruptcy, is the subject of involuntary bankruptcy, has a receiver appointed, or has its assets assigned, Philips may cancel any unfulfilled obligations, or suspend performance; however, Customer's financial obligations to Philips shall remain in effect.
18.3 **Assignment**. Customer may not assign any rights or obligations in connection with the transactions contemplated by the quotation without the prior written consent of Philips, which consent shall not be unreasonably withheld, and any attempted assignment without such consent shall be of no force or effect.
18.4 **Export Controls**. Customer shall assume sole responsibility for obtaining any required export authorizations in connection with Customer's export of the products from the country of delivery. Customers located in the United States are not permitted to re-sell, rent, or in any other way distribute these products outside the United States, without Philips' prior written approval.
18.5 **Governing Law**. All transactions contemplated by the quotation shall be governed by the laws of the state where the equipment will be installed, without regard to that state's choice of law principles, and expressly excluding application of the Uniform Computer Information Transactions Act (UCITA), in any form. EACH PARTY, KNOWINGLY AND AFTER CONSULTATION WITH COUNSEL, FOR ITSELF, ITS SUCCESSSORS' AND ASSIGNS, WAIVES ALL RIGHT TO TRIAL BY JURY OF ANY CLAIM ARISING WITH RESPECT TO THIS AGREEMENT OR ANY MATTER RELATED IN ANY WAY THERETO.
18.6 **Entire Agreement**. These Terms and Conditions of Sale, the terms and conditions set forth in the quotation and the applicable Philips' product-specific warranty constitute the entire understanding and agreement by and between the parties with respect to the transactions contemplated by the quotation, and supersede any previous understandings or agreements between the parties, whether written or oral, regarding the transactions contemplated by the quotation. The pricing in the quotation is based upon the terms and conditions in the quotation. No additional terms, conditions, consents, waivers, alterations, or modifications shall be binding unless in writing and signed by the parties. Customer's additional or different terms and conditions, whether stated in a purchase order or other document issued by Customer, are specifically rejected and shall not apply to the transactions contemplated by the quotation.
18.7 **Headings**. The headings in the quotation are intended for convenience only and shall not be used to interpret the quotation.
18.8 **Severability**. If any provision of the quotation is deemed to be illegal, unenforceable, or invalid, in whole or in part, the validity and enforceability of the remaining provisions shall not be affected or impaired, and shall continue in full force and effect.
18.9 **Notices**. Notices or other communications shall be in writing, and shall be deemed served if delivered personally, or if sent by facsimile transmission, by overnight mail or courier, or by certified mail, return receipt requested and addressed to the party at the address set forth in the quotation.
18.10 **Performance**. The failure of Customer or of Philips at any time to require the performance of any obligation will not affect the right to require such performance at any time thereafter. Course of dealing, course of performance, course of conduct, prior dealings, usage of trade, community standards, industry standards, and customary standards and customary practice or interpretation in matters involving the sale, delivery, installation, use, or service of similar or dissimilar products or services shall not serve as references in interpreting the terms and conditions of the quotation.
18.11 **Obligations.** Customer's obligations are independent of any other obligations the Customer may have under any other agreement, contract, or account with Philips. Customer will not exercise any right of offset in connection with the terms and conditions in the quotation or in connection with any other agreement, contract, or account with Philips.
18.12 **Additional Terms.** The Product Specific Schedules listed below are incorporated herein as they apply to the equipment listed in the quotation and their additional terms shall apply solely to Customer's purchase of the products specified therein. If any terms set forth in a Product Specific Schedule conflict with terms set forth in these Terms and Conditions of Sale, the terms set forth in the schedule shall govern.
(a) Schedule 1: Imaging Systems Portfolio (IS) ("Product Specific Schedules") and Schedule 1-A: Digital Pathology Solutions (DPS).

LICENSED SOFTWARE

1. License Grant
1.1 Subject to any usage limitations for the Licensed Software set forth on the product description of the quotation, Philips grants to Customer a nonexclusive and non-transferable right and license to use the computer software package (Licensed Software) in accordance with the terms of the quotation and these Terms and Conditions of Sale. The License shall continue for as long as Customer continues to own the product, except that Philips may terminate the License if Customer is in breach or default of these Terms and Conditions of Sale and/or the quotation. Customer shall return the Licensed Software and any authorized copies thereof to Philips immediately upon expiration or termination of this License.
1.2 The License does not include any right to use the Licensed Software for purposes other than the operation of the product. Customer may make one copy of the Licensed Software in machine-readable form solely for backup purposes. Philips reserves the right to charge for backup copies created by Philips. Except as otherwise provided under Section 1.6, Customer may not copy, reproduce, sell, assign, transfer, or sublicense the Licensed Software for any purpose without the prior written consent of Philips. Customer shall reproduce Philips' copyright notice or other identifying legends on such copies or reproductions. Customer will not (and will not allow any third party to) decompile, disassemble, or otherwise reverse engineer or attempt to reconstruct or discover the product or Licensed Software by any means whatsoever.
1.3 The License shall not affect the exclusive ownership by Philips of the Licensed Software or of any trademarks, copyrights, patents, trade secrets, or other intellectual property rights of Philips (or any of Philips' suppliers) relating to the Licensed Software.
1.4 Customer agrees that only authorized officers, employees, and agents of Customer will use the Licensed Software or have access to the Licensed Software (or to any part thereof), and that none of Customer's officers, employees, or agents will disclose the Licensed Software, or any portion thereof, or permit the Licensed Software, or any portion thereof, to be used by any person or entity other than those entities identified on the quotation. Customer acknowledges that certain of Philips' rights may be derived from license agreements with third parties, and Customer agrees to preserve the confidentiality of information provided by Philips under such third party license agreements.
1.5 The Licensed Software shall be used only on the product(s) referenced in the quotation.
1.6 Customer may transfer the Licensed Software in connection with sale of the product to a healthcare provider who accepts all of the terms and conditions of this License; provided that Customer is not in breach or default of this License, the Terms and Conditions of Sale, or any payment obligation to Philips.

2. Modifications.
2.1 If Customer modifies the Licensed Software in any manner, all warranties associated with the Licensed Software and the products shall become null and void. Customer installation of Philips issued patches or updates shall not be deemed to be modification. If Customer or any of its officers, employees, or agents should devise any revisions, enhancements, additions, modifications, or improvements in the Licensed Software, Customer shall disclose them to Philips, and Philips shall have a non-exclusive royalty-free license to use and to sub-license them.
2.2 The Licensed Software is licensed to Customer on the basis that (a) Customer shall maintain the configuration of the products as they were originally designed and manufactured and (b) the product includes only those subsystems and components certified by Philips. The Licensed Software may not perform as intended on systems modified by other than Philips or its authorized agents, or on systems which include subsystems or components not certified by Philips. Philips does not assume any responsibility or liability with respect to unauthorized modification or substitution of subsystems or components.

Imaging Systems Portfolio (IS)
Schedule 1

Interventional X-Ray (iXR), Mobile C-Arms (Surg), Volcano (IGT Devices), IntelliSpace Portal (ISP), Digital X-Ray (DXR), Computed Tomography (CT),
Magnetic Resonance (MR), Invivo Coils, Positron Emission Tomography (PET/CT),
Advanced Molecular Imaging (SPECT & SPECT/CT) and Radiation Oncology (PROS)

If this schedule is attached to a quotation for Digital Pathology Solutions products, this Schedule 1 is not applicable, and is replaced with Schedule 1-A, Digital Pathology Solutions Portfolio (DPS).

1. Payment Terms.
Unless otherwise specified in the quotation, Philips will invoice Customer and Customer will pay such invoice based on the date of the invoice for each product as follows:
1.1 For Imaging Systems Portfolio
1.1.1 10% of the purchase price shall be due with Customer's submission of its purchase order.
1.1.2 70% of the purchase price shall be due on delivery of the major components of the product. Product installation will not begin until Customer has paid this portion of the purchase price.
1.1.3 20% of the purchase price shall be invoiced the date the product is available for first patient use. Available for first patient use means the product has been installed and substantially meets Philips' published specifications.
1.1.4 Payment is due net thirty (30) days from Philips' invoice date.
1.2 If the start of the installation is delayed for any reason beyond the control of Philips for more than thirty (30) days following the date that Philips notifies Customer that the major components of the product are available for delivery, the unpaid portion of the purchase price shall be due on the thirty-first (31st) day following such date.

2. Cancellation. The quotation is subject to change or withdrawal prior to written acceptance by Customer. All purchase orders issued by Customer are subject to acceptance by Philips. If Customer cancels an order prior to product shipment, Customer shall pay a cancellation charge of fifteen percent (15%) of the net order price. Orders are non-cancellable for Products shipped.

3. Delivery.
3.1 Philips will use reasonable efforts to ship the product to the Customer (a) by the mutually agreed upon shipment date; or (b) by the date stated in the quotation; or (c) as otherwise agreed in writing. Philips will ship the Product according to Philips' standard commercial practices. Philips will deliver the equipment during normal working hours, 8:00 AM - 5:00 PM, in the time zone where the Customer is located. Philips may make partial shipments. Philips will pay shipping costs associated with Product shipment.
3.2 Prior to the shipment of any Product, Philips may change the construction or the design of the Product without notice to the Customer so long as the function, footprint, and performance of the product are not substantially altered.
3.3 If Customer requests a delay in the date major components of the Product are available for delivery, then Philips will place the Product in storage and the unpaid portion of the purchase price shall be due. Customer will reimburse Philips for all storage fees, transportation expenses, and related costs incurred by Philips.

4. Additional Customer Installation Obligations for Magnetic Resonance (MR).
4.1 Customer shall provide any and all site preparation and shall be in compliance with all radio frequency (RF) or magnetic shielding and acoustical suppression and building codes relevant to the Product and its installation and use.
4.2 If applicable, Customer's contractor or Customer's architect is required to provide detailed information on the proposed Helium Exhaust Pipe for their MRI system prior to installation to ensure safety specifications are being met.
Required Details include:
4.2.1 Architectural drawing or sketch with complete dimensions including lengths, bending radii, bending angles, and pipe diameters for entire Helium Exhaust Pipe run from RF enclosure to discharge location.
4.2.2 Completed Helium Exhaust Pipe Verification Checklist (Provided by Local Philips Project Manager)
4.2.3 Picture showing the area where the Helium Exhaust Pipe will discharge.
4.3 If applicable. Magnets will not be released for delivery unless and until Helium Exhaust Pipe details are provided for verification and have been confirmed to meet all life safety specifications.
4.4 Costs of equipment preservation, to ensure a high quality system, will be passed to the Customer if the installation site is not ready due to delays not caused by Philips. Additionally, climate control costs during and after equipment installation are also the responsibility of the Customer. Preservation of equipment is required to prevent exposing equipment to the negative effects of a non-climate controlled construction environment, where there is dust or high humidity. Climate control could include costs associated with ensuring a climate controlled environment. Activities and expenses required for preservation may include time, materials, and transportation to package and seal, and transport the equipment to a controlled environment to prevent dust from entering the equipment.

Schedule 1-A
Digital Pathology Solutions Portfolio (DPS)
Image Management System (IMS), UltraFast Scanner (UFS)

The following Schedule 1-A shall apply to Digital Pathology Solutions Portfolio ("DPS") only. The afore-referenced Schedule 1 shall not be apply to DPS.

1. **Definitions.**
1.1 "Products" means, collectively, the equipment, system, Philips IntelliSite Pathology Solution, including the IM and UFS, integration services and other products as described within the applicable Philips quotation.
1.2 "Project Implementation Plan" shall mean, if a Statement of Work is included in the Quotation ("SOW") or otherwise created after award of the contract, the project management implementation plan, mutually agreed to by the parties, that sets timetables and the order of project rollout for the work scope set forth in the SOW, if and as applicable to the Products purchased.
1.3 "Authorized Users" of the Product shall mean persons reviewing pathology images or those requiring administrative access to patient records and images scanned in to the Image Management System, as authorized by Customer, in support of performance of such services.
1.4 "Acceptance" means the following:
1.4.1 For Equipment: Acceptance means the Product(s) has been successfully installed by Philips at the Customer's site, substantially meets Philips' functionality for the Product(s) as set forth in the applicable Philips documentation for the Product, and is available for first clinical use. Upon successful installation, Customer will sign the Philips acceptance form provided by Philips as acknowledgement that installation is complete and accepted by Customer. In the event that Product Integration is included in the scope of a project, Integration will not commence until Philips' receipt of the Equipment acceptance form signed by Customer.
1.4.2 For Integration: Acceptance means the Product(s) has been successfully integrated in to the Customer environment and substantially meets the integration requirements described in the applicable SOW ("Integration"). In the event that during Integration Philips discovers elements or features of the Customer's environment that were not properly identified to Philips or could not have been reasonably known or understood by Philips prior to agreement on the applicable SOW, Philips may, after the exercise of commercially reasonable efforts complete implementation of an applicable Integration requirement, determine in good faith, and provide Customer with written notice, that such Integration requirement cannot, in whole or in part, be implemented. Upon Customer's receipt of such notice, that Integration task shall be considered complete. Any such determination by Philips shall not reduce the price of the Integration or delay payment by Customer. Customer will sign the Philips acceptance form provided by Philips as acknowledgement that the Integration of the Products is complete and accepted by Customer.
1.5 "Available for first patient use" as it relates to the DPS Products and not withstanding anything to the contrary set forth in the Philips Standard Terms and Conditions of Sale, means the Product has been installed and performs in substantial compliance with the Philips documentation provided with the Product and is available for Customer's first clinical use.
1.6 "Client Device" means a computer, workstation, terminal, or other electronic device used to access the Product(s).

Any other capitalized term used in this Schedule 1-A shall have the meaning ascribed to it in the main body of the Philips Standard Terms and Conditions of Sale.

2. **Payment Terms.**
2.1 Unless otherwise specified in the quotation or Statement of Work (where applicable), Philips will invoice Customer and Customer will pay such invoice on receipt for each product as follows:
2.1.1 100% of the purchase Price for Products shall be due thirty (30) days from Philips' invoice date.
2.1.2 100% of any Integration services Price shall be due thirty (30) days from Philips' invoice date.
2.1.3 Payment terms are subject to credit approval.
2.2 If the start of installation is delayed for any reason beyond the control of Philips for more than thirty (30) days following the date that Philips notifies Customer that the major components of the Product are available for delivery, the unpaid portion of the purchase price shall be due on the thirty-first (31st) day following such date.

3. **Cancellation.**
Quotation: The quotation is subject to change or withdrawal by Philips prior to written acceptance by Customer.
Orders: All purchase orders issued by Customer are subject to acceptance by Philips. If Customer cancels an order prior to Product delivery, Customer shall pay the costs incurred by Philips up to the date of cancellation including, but not limited to, the costs to manufacture the Product, the costs to provide any training, educational, or other services to Customer in connection with the order, a nominal restocking fee, and the costs to return or cancel any Product or components of a Product ordered from a third party on Customer's behalf. Orders may not be cancelled for any Product that has shipped prior to the date of Philips' receipt of the notice of cancellation.

4. **Delivery.**
4.1 Philips will use reasonable efforts to ship the Product to Customer: (a) by the estimated shipment date(s) set forth in the quotation or, if applicable, the SOW; or, (b) as otherwise agreed in writing. Philips will ship the Product according to Philips' standard commercial practices. Philips will deliver the equipment during normal working hours, 8:00 – 5:00 PM, in the time zone where the Customer is located. Philips may make, and Customer agrees to accept, partial shipments. Philips will pay shipping costs associated with Product shipment.
4.2 Prior to the shipment of any Product, Philips may change the construction or the design of the Product without notice to the Customer so long as the function, footprint, and performance of the Product are not substantially altered.
4.3 If Customer requests a delay in the date major components of the Product are available for delivery, then Philips will place the Product in storage and the unpaid portion of the purchase price shall be due. Customer will reimburse Philips for all storage fees incurred from date of invoice.

5. **Product Warranty**.

5.1 Except for the additional limitations set forth in this section and Section 6 of this product specific schedule, the warranty set forth in Sections 9.2-9.7 of Philips Standard Terms and Conditions of Sale is the sole warranty for the Philips products.

5.2 Philips warrants that the Product(s) will perform in substantial compliance with the Philips' Product verification functionality set forth in the Product documentation for a period of one (1) year from the date of Customer's signature on the acceptance test certificate. This warranty is not applicable for replacement parts, Third Party Products, Integration services, if any, hardware upgrades, consumables nor any items for which other specific warranty conditions apply.

5.3 The Software License Terms, attached as Annex I, include software specific warranty conditions.

6. **Warranty Limitations.**

The following additional warranty exclusions shall apply under Section 9.6(b) of Philips Standard Terms and Conditions of Sale: (a) use of a Digital Pathology Solution with a client device with less than a 100mb/s connection to the server software for such products.

7. **Customer Room Preparation Responsibilities.** In addition to the requirements set out in Section 8 of the Philips Standard Terms and Conditions of Sale, Customer is responsible for the following site preparation and installation activities:

7.1 Customer is responsible for all activities and costs necessary to prepare the facility for installation of the Product by Philips. Customer's obligations include, but are not limited to, any connectivity to the Customer's network, which includes the requirement for such connectivity to comply the applicable Philips Product requirements and specifications, , running all required cables prior to installation.

7.2 Prior to acceptance of the quotation, Customer shall obtain from the applicable Philips implementation team any other additional Customer installation preparation requirements in connection with the implementation resulting from unique attributes of Customer's environment and the size of the implementation.

7.3 Product Operating Environment: Customer shall ensure an adequate operating environment for the Product that meets generally accepted industry standards for the operation of computer server equipment, including without limitation stable table, power and air conditioning. The installation site shall be protected from unauthorized access.

7.4 In the event that multiple server racks are required to support the use of the Product, Customer shall provide, without charge, contiguous rack space at the installation site.

7.5 Minimum Network Requirements. Customer shall provide at a minimum the network requirements, if any, as stated in the SOW and/or the final design documentation, as applicable.

7.6 In case any or all of the above conditions are not properly or timely complied with, or Philips or its representative has to interrupt the installation and installation validation testing for reasons not attributable to Philips, the period of completion shall be extended accordingly and any and all additional costs resulting therefrom shall be the Customer's responsibility. PHILIPS NEITHER ASSUMES LIABILITY NOR OFFERS ANY WARRANTY FOR THE FITNESS OR ADEQUACY OF THE PREMISES OR THE UTILITIES AVAILABLE AT THE PREMISES IN WHICH THE PRODUCT IS TO BE INSTALLED, USED OR STORED.

7.7 Customer-Provided Equipment. Customer shall procure, maintain and upgrade all hardware and Client Devices. Hardware and Client Devices must meet the minimum requirements set forth in the final design and/or SOW. Notwithstanding the foregoing, no variance from the Client Devices specification is permitted. Minimum requirements for hardware and Client Devices may change during the Term. Upon Customer's request, Philips shall provide updated minimum requirements, if any. Customer is solely responsible for determining whether hardware and Client Device display are of diagnostic quality and for maintaining the displays in accordance with the manufacturer's specifications. Philips is not responsible for providing Client Devices.

8. **Archive Requirement.**

To the extent required by the final design, Customer is required to have storage and archival capabilities for any Digital Pathology Solution system provided hereunder. If Customer provides its own storage, Customer is responsible for procuring any specialty software or hardware (fiber channel or host bus adapter ("HBA")) necessary to manage storage and allow the system to access the storage. To the extent required by the final design, Customer is responsible for providing fiber channel switches, port upgrades, and other telecommunications and/or network hardware required for the Philips products to physically connect to the storage, regardless of whether or not Philips provides the storage.

9. **Software Installation on Hardware or Infrastructure.**

Philips shall install the Licensed Software solely on the hardware delivered by Philips, per the term of Philips Quotation, or on to Customer's virtual infrastructure, provided that it meets Philips' specifications for virtual infrastructure. Customer shall not use the Licensed Software with any other hardware except as expressly stated herein or in an applicable SOW. If Philips releases a Software Update that requires a different Hardware environment and Customer elects to receive the Software Update, Customer shall provide the Hardware changes before Philips performs the Software Update.

10. **Storage Sizing.**

To the extent not otherwise stated in the quotation, an applicable SOW, or the final design documentation, Customer and Philips will agree on data retention requirements, including, estimates of storage sizing and which party will source the storage solution(s). Upon request, Philips will provide Customer with estimates of image study sizes for different types of studies that Customer can use as a general aide to calculate and determine its near-term and long-term storage requirements for the DPS solution. Customer is responsible determine what storage archive device types and sizes are required to support its DPS solution, whether through procurement from Philips or utilization of Customer's own existing storage solutions. Customer acknowledges that use of storage varies greatly based on its unique utilization of the system and based on factors that are outside Philips' control. Therefore, and notwithstanding any estimates provided to Customer by Philips, Customer is solely responsible to determine what storage device and archiving solution is best suited to meet its needs. As part of its decision making process in connection with archive device storage size, Customer acknowledges that study sizes are affected greatly by (a) changes in the types and amount of modality equipment used, (b) technician discretion in file size creation, and (c) clinical protocols within a department. Customer is solely responsible for system administration for the DPS solution, which includes monitoring the storage archive device for its utilization levels and planning any necessary storage changes as Customer's requirements change. . Once the final design is agreed upon between the parties, if it is determined that additional storage capacity is required beyond what is provided for in the Philips quotation, Customer shall be responsible for any additional cost associated with

increasing the system's storage capacity to meet the requirements of the final design.

11. **Unauthorized Patches and Anti-Virus Updates.**
Customer's installation or use of (a) operating system patches, updates or upgrades; (b) anti-virus updates (except to the DAT files i.e. virus definitions); or, (c) upgrades to anti-virus search engines without prior validation testing and approval by Philips ("Unauthorized Updates") may adversely affect the functionality and performance of the Licensed Software. If Customer installs or uses Unauthorized Updates, Philips shall have no liability or responsibility for performance of the Licensed Software and the warranty shall be void. If Customer is using Unauthorized Updates when requesting service support or an Unauthorized Update is discovered by Philips after commencing the technical support process, then, prior to being obligated to perform warranty support services during a service period, Philips may require Customer to roll back to the most recent operating system and anti-virus search engine versions that have been validated by Philips as posted on the Philips service internet site.

12. **Interfaces.**
Philips' obligation to provide any Digital Pathology Solutions interface is expressly conditioned upon Customer enabling its Information System to send and receive messages to and from the applicable Philips products by the date the products are available for first patient use. If Customer has not fulfilled its interface obligations by such time, Philips may, at its discretion, terminate any interface obligations and refund any pre-paid amounts for interfaces against the applicable purchase order. Customer will execute any documentation reasonably requested by Philips to document such terminated interfaces. Upon Philips issuance of a refund in accordance with this section, Customer shall be deemed to have accepted the applicable Philips products. Any interfaces terminated shall be re-evaluated under a separate new sales contract.

13. **Frequent Data Backup/Disaster Recovery Responsibility.**
Philips is not responsible for: (1) the development or execution of a business continuity/disaster recovery plan; (2) providing a means for backing up data and images; or (3) backing up the data and images processed by the system. Customer may request Philips' assistance in designing a disaster recovery plan but Philips accepts no liability whatsoever for the resulting plan or the results of Customer's utilization of such plan. Customer is responsible for providing a storage solution or storage backup device and for performing frequent backups of any data, patient information or images residing on the repository database, on Philips products, or an archive. Except to the extent that Customer purchases some or all of the storage solution from Philips, as provided for in Section 10 above, Philips does not provide the storage archive or Client Devices to be used with this Product. These are Customer provided and not included in this purchase.

14. **Statement of Work ("SOW").**
If applicable, Philips and Customer will create a mutually agreed upon Statement of Work (a "SOW") to include design processes and documents which the parties will sign prior to Philips' commencement of the applicable project. Unless expressly stated in a separate SOW for Integrations services, the acceptance criteria for Integration services shall be set forth in this SOW. The SOW is subject to any mutually agreed written adjustments to the project price, and the terms set forth in the Philips Standard Terms and Conditions of Sale, including this schedule, and the applicable quotation.

15. **Warranty Support.**
15.1 During the applicable product warranty period, Philips shall provide, at no additional charge to Customer, Philips' then-current in-warranty support for the Products. Customer shall use Philips Remote Service ("PRS") to enable Philips to access the system to perform its support obligations.
15.2 Warranty exclusions set forth in Section 9.6 of Philips Standard Terms and Conditions of Sale also apply to warranty support provided hereunder. The conditions that resulted in the exclusion of product warranty coverage, set forth in Section 9.6, shall also apply to any warranty support provided during the warranty or post warranty coverage period.

16. **Applications Administration Requirement**.
Customer, at all times, shall have a designated IMS Applications Administrator that has completed the applications training for the version of the product running at Customer's site. The applicable applications training is set forth in the quotation.

SCHEDULE 1-A
ANNEX I
DPS SOFTWARE LICENSE TERMS (“Software License Terms”)

In addition to the Licensed Software terms in Philips Standard Terms and Conditions of Sale_ (which may also be referred to herein as the “Agreement”), the following terms and conditions, apply to Digital Pathology Solutions products:

1. License Grant

1.1 Software licenses are granted as provided for in the Philips Standard Terms and Conditions of Sale.

1.2 Customer acknowledges and agrees that the Product incorporates technology (software, programs, machine codes) owned or certified by Philips’ third party suppliers ("Embedded Software") and that this Embedded Software are either licensed to Customer directly by Philips’ suppliers pursuant to third-party license agreements or are subject to certain usage limits beside the ones listed in this Agreement. Customer hereby agrees to be bound by the terms of such third-party license agreements and usage limits. Philips reserves the right to provide additional “notice files” accompanying the Licensed Software as supplied by its third party suppliers. Such notice files are purely informative.

2. Modifications

2.1 If Customer or any of its officers, employees or agents either (i) devise or acquire any improvements in the Licensed Software, or (ii) suggest or recommend to Philips any improvements, then such improvements and such information shall be disclosed in writing and a non-exclusive, world-wide, royalty-free license shall be offered to Philips in writing. In case Philips accepts such offer either in whole or in part by explicit written acceptance, Philips agrees to grant to Customer a non-exclusive, world-wide, royalty-free license to any further improvements Philips makes to any such improvement made by Customer.

3. Software Updates and Upgrades

3.1 Philips may create and license versions of the licensed Software containing Software Updates and Upgrades from time to time. Philips will make such Updated and Upgraded versions of the Licensed Software to Customer during the warranty period and during the term of a valid Philips Services Agreement for the related Product. Licensed Software versions containing Updates are identified by a change to the right of the decimal point in the Licensed Software release number and are offered to Customer at no additional charge. Licensed Software versions containing Upgrades are identified by a change to the left of the decimal point in the Licensed Software release number and are offered to Customer at the Philips prices for such Upgraded version and are subject to the terms and conditions of Philips' then applicable Software License terms and conditions.

3.2 Philips may make available maintenance of the Licensed Software updates and upgrades to Customer at Philips's published services rates and subject to the terms and conditions of Philips's then applicable software maintenance/customer support agreement.

4. Operating System Licensed Software Warranty

4.1 Philips warrants to Customer that the Operating System Licensed Software (the “Licensed Software”) will operate in substantial compliance with the Philips manual(s) delivered with the system for a period of twelve (12) months from the date of the system’s availability for Customer’s first clinical use.

4.2 This warranty is made on the condition that during the applicable warranty period: (i) Customer promptly notifies Philips of the nonconformity giving full details of such nonconformity, (ii) such nonconformity is a critical error in the then-current version of the Licensed Software, and (iii) Philips is able to reproduce the nonconformity, then Philips shall at its option, and at its expense, endeavour to correct the nonconformity, either by replacement, work around, or by modification of the Licensed Software. If, after the expenditure of reasonable efforts, Philips is unable to correct the non-compliance, Philips may refund a reasonable portion of the purchase price for the Licensed Software, in which event the refund will be in full satisfaction of all Customer's claims relating to the non-conformance. Philips does not guarantee the effectiveness of the correction efforts, and does not represent or warrant that all errors can be corrected. Correction of the Licensed Software shall not extend the original warranty period as set out above at Section 4.1.

4.3 NOTHWITHSTANDING THE FOREGOING, PHILIPS DOES NOT GUARANTEE THAT THE LICENSED SOFTWARE WILL PERFORM ERROR-FREE OR UNINTERRUPTED. PHILIPS DOES NOT GUARANTEE THAT IT WILL CORRECT ALL PROGRAMMING ERRORS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THESE WARRANTIES ARE EXCLUSIVE. THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING, WITHOUT LIMITATION, WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED.

4.4 PHILIPS FURTHER GRANTS NO WARRANTY AS TO DEFECTS THAT APPEAR IN THE LICENSED SOFTWARE DUE TO ONE OR MORE OF THE REASONS SPECIFIED IN SECTION 11 OF THE AGREEMENT.

PHILIPS PRODUCT WARRANTY

MOBILE C-ARM SYSTEMS (SURG)

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

1. Twelve (12) Month System Warranty.

1.1 Philips Healthcare a division of Philips North America LLC (Philips) warrants to Customer that the Philips' Mobile C-Arms System (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 The glassware and 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 shall provide one (1) inspection call up to twelve (12) hours in duration approximately thirty (30) days prior to warranty expiration. This inspection shall be scheduled in advance at a mutually agreeable time on weekdays, between 8:00 am and 5:00 pm 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:

3.1.1 upon termination of the initial twelve (12) month warranty period for the System on which the option or accessory is installed,

3.1.2 after ninety (90) days for parts only from the date of installation.

4. Diagnostic X-Ray Tubes.

Monoblock X-Ray Source (BV Pulsera, Veradius, Veradius Neo, Veradius Unity)

4.1 Philips' Monoblock X-Ray source installed as part of the BV PULSERA, VERADIUS, VERADIUS NEO & VERADIUS UNITY will perform for a period of twelve (12) months or will be replaced by Philips at no charge to the customer.

4.2 Claims must be made within twelve (12) months after installation and fourteen (14) months after date of shipment from Philips.

5. Diagnostic X-Ray Tubes (BV Endura).

5.1 Philips' FA Monoblock installed as part of the BV ENDURA will perform for a period of twelve (12) months or will be replaced by Philips at no charge to the customer.

5.2 Claims must be made within twelve (12) months after installation and fourteen (14) months after date of shipment from Philips.

6. SYSTEM SOFTWARE AND SOFTWARE UPDATES

6.1 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.

6.2 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.

6.3 All software is and shall remain the sole property of Philips or its software suppliers.

6.4 Use of the software is subject to the terms of a separate software license agreement.

6.5 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.

6.6 Any Philips' maintenance 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 to test the System, to assist Philips and its authorized agents to maintain and to service the System under a separate support agreement with Customer, or to permit Customer to maintain and service the System.

6.7 Customer agrees to restrict the access to such software and documentation to Philips' employees, those of its authorized agents, and to its authorized employees of Customer only.

7. Warranty Limitations

7.1 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.

7.2 Any refund will be paid, to the Customer when the product is returned to Philips.

7.3 Warranty service outside of normal working hours (i.e 8:00 to 5:00 Monday through Friday, excluding Philips' observed holidays), will be subject to payment by Customer at Philips' standard service rates.

7.4 This warranty is subject to the following conditions: the product

7.4.1 is to be installed by authorized Philips' representitives (or is to be installed in accordance with all Philips' installation instructions by personnel trained by Philips);

7.4.2 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

7.4.3 is to be maintained and in strict compliance with all reccommended and scheduled maintenance instructions provided with the Product.

7.5 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 perparation; unauthorized maintenance or modifications to the product; or, viruses or similar software interference resulting from connection of the product to a network.

7.6 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.

7.7 The obligations of Philips described herein are Philips' only obligations and Customer's sole and exclusive remedy for a breach of a warranty.

7.8 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 WARRANTY OF NON-INFRINGEMENT MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

7.9 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 products.

8. **Remote Services Network (RSN).**

8.1 Customer will

8.1.1 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

8.1.2 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).

8.2 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.

8.3 Customer agrees to pay Philips at the prevailing demand service rates for all time spent by Philips' service personnel waiting for extended coverage.

9. Transfer of System

9.1 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.

9.2 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.

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

9.4 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.

10. **Limitation of Liability**

10.1 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.

10.2 THIS LIMITATION SHALL NOT APPLY TO:

10.2.1 THIRD PARTY CLAIMS FOR DIRECT DAMAGES FOR BODILY INJURY OR DEATH TO THE EXTENT CAUSED BY PHILIPS NEGLIGENCE OR PROVEN PRODUCT DEFECT.

10.2.2 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;

10.2.3 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;

10.2.4 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.

11. Disclaimer

11.1 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.

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

12. FORCE MAJEURE

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

Philips' system specifications are subject to change without notice

Non Disclosure Agreement for Philips Confidential Pricing Information

The parties specified below agree to the following terms:

A. Philips

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

B. Company

Name	UNIVERSITY MEDICAL CENTER
Address	1800 W CHARLESTON BLVD LAS VEGAS, NV 89102-2386

C. Confidential Information

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

D. Philips Contact

Name	Natalie Kies
Title	
Telephone	(720) 354-6928
Fax	
e-mail	
Signature	

Company Contact

Name	
Title	
Telephone	
Fax	
e-mail	
Signature	

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

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

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

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

3. All Pricing disclosed by Philips shall remain Philips' the property. Company does not, by implication, estoppel, or otherwise, acquire any intellectual property right, title, or ownership, nor a license to any such intellectual property right, with respect to any Pricing disclosed by Philips hereunder.

ALL PRICING IS PROVIDED ON AN "AS IS" BASIS, WITHOUT ANY WARRANTY WHATSOEVER. PHILIPS SHALL HAVE NO LIABILITY WHATSOEVER RESULTING FROM THE USE OF THE INFORMATION PROVIDED.

4. Company shall:

(a) not use the Pricing for any purpose other than the Authorized Purpose;

(b) not disclose the Pricing to any third party;

(c) protect the Pricing against disclosure in the same manner and with the same degree of care with which Company protects its own confidential information but not less than a reasonable degree of care; and

(d) limit circulation of the Pricing to Company's employees as have a need to know in connection with the Authorized Purpose.

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

5. Information disclosed by Philips to Company pursuant to this Agreement shall not be confidential to the extent that the information:

(a) is or becomes part of the public domain without violation of this Agreement or any other obligation of confidentiality;

(b) is known by Company prior to disclosure by Philips;

(c) is lawfully obtained by Company from a third party without any breach of confidentiality or violation of law; or

(d) is developed by Company completely independently of any such disclosure by Philips.

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

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

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

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

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

December 30, 2019

Fran Heiy
Management Analyst - Contracts
University Medical Center of Southern Nevada
1800 W. Charleston Blvd.
Las Vegas, NV 89102

Re: Request for competitive bidding information regarding Imaging Equipment.

Dear Ms. Heiy:

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 Imaging Equipment. 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 on-line 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 Imaging Equipment category. HealthTrust issued RFPs and received proposals from identified suppliers in the Imaging Equipment category. Contracts were executed with Siemens, GE Healthcare, Shimadzu Medical Systems, Ziehm Imaging, Canon Medical Systems, Philips Healthcare, Mindray, Hologic, and Orthoscan in June of 2017. I hope this satisfies your request. Please contact me with any additional questions.

Sincerely,

Craig Dabbs
Account Director, Member Services

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	☐ PBE	☐ VET	☐DVET	☐ ESB
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:	Philips North America, LLC	
(Include d.b.a., if applicable)		
Street Address:	3000 Minuteman Road	**Website: www.philips.com**
City, State and Zip Code:	Andover, MA 01810	**POC Name: Terry-Ann Masters** **Email: terry.masters@philips.com**
Telephone No:	978-659-2829	**Fax No:**
Nevada Local Street Address: **(If different from above)**		**Website:**
City, State and Zip Code:		**Local Fax No:**
Local Telephone 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 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.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Vitor Rocha	President and CEO	100 % owned by Philips Holding USA Inc.
James Mark Mattern, II	Senior Vice President & Treasurer	
Joseph E Innamorati	Senior Vice President and Secretary	
Paul Cavanaugh	Vice President	
Karen Maloney	Assistant Secretary	

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/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.

Mark G. O'Malley
Signature

Mark G. O'Malley
Print Name

Senior ManagerContracts
Title

February 14, 2019
Date

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD AUDIT AND FINANCE COMMITTEE
AGENDA ITEM

Issue:	**Philips RightFit Primary Service Agreement with Philips Healthcare**	**Back-up:**
Petitioner:	Jennifer Wakem, Chief Financial Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board Audit and Finance Committee review and recommend for approval by the Governing Board the Philips RightFit Primary Service Agreement with Philips Healthcare; and take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund Number: 5420.000
Fund Center: 3000709100
Description: Support Agreement for Allura Xper FD20 Biplane
Bid/RFP/CBE: NRS 332.115.1(c)
Term: 1/1/2020 to 12/31/2024
Amount: $689,800
Out Clause: 30 days w/o cause

Fund Name: UMC Operating Fund
Funded Pgm/Grant: N/A

BACKGROUND:

Philips Healthcare currently provides servicing for the Allura Xper FD20 Biplane equipment, angiography equipment used in the Trauma Services department. This Primary Service Agreement (Quote # 1-23UIVOG) provides for renewal for a five-year term at $137,960 per year for a total cost of $689,800.00. Services include annual preventative maintenance, upgrades to the system and repairs as needed.

In accordance with NRS 332.115.1(c), the competitive bidding process is not required as the services to be performed are for the repair/maintenance of equipment which is more efficiently performed by a certain organization.

UMC's Chief Operating Officer and Clinical Director of Specialty Services have reviewed and recommends approval of this Agreement. This Agreement has been approved as to form by UMC's Office of General Counsel.

Philips Healthcare maintains a current business license with Clark County, Nevada.

Cleared for Agenda
January 22, 2020

Agenda Item #
13

Respectfully submitted,

Jennifer Wakem
Chief Financial Officer

PHILIPS HEALTHCARE
A division of Philips North America LLC
22100 Bothell Everett Highway
P.O. Box 3003
Bothell, Washington 98041-3003
Tel: (800) 722-7900

Home Office Use Only	
Quote #: 1-23UIVOG	Rev #: 1
Quoted By:	Dominick Fragomeno
Tel:	[redacted]
Fax:	[redacted]

PHILIPS

Customer Care Solutions Center

Phone: (800) 722-9377

Contact: Chris Jones

Contact Phone: (702) 383-2034

Billing Information

Acct: 94032296
University Medical Center
1800 W Charleston Blvd
LAS VEGAS, NV 89102-2386

Equipment Location

Acct: 94032296
University Medical Center
1800 W Charleston Blvd
LAS VEGAS, NV 89102-2386

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).

Site Id: 61835863	Serial #: 515	Prod Desc: Allura Xper FD20 Biplane

Service Effective Date: 01/01/2020 **Service Expiration Date: 12/31/2024**

Philips RightFit Primary Service Agreement

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

SERVICE DELIVERY:

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

LABOR:

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

PARTS:

- Standard parts coverage. This provides coverage on parts to maintain and repair the equipment including both hardware and software items. For BV Pulsera and Veradius Mobile C-Arm systems, standard parts coverage includes Energy Storage Unit (ESU) including the battery. For Zenition 50 and Zenition 70 Mobile C-Arm systems, standard parts coverage includes the charging unit of the ESU, but excludes the battery.
- 10:30 am next day parts delivery. This provides UPS next day delivery by air, available in most areas. (Actual time depends on local shipper delivery schedule and delivery restrictions for oversized or hazardous parts).

LIFECYCLE:

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

CUSTOMER CARE SOLUTIONS CENTER:

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

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

SOLUTION ENHANCEMENTS:

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

Selected Options:

BP Glass Coverage X-Ray Tubes & FD 20/20

- Comprehensive parts and labor coverage for X-ray tubes and flat detectors, unless the base plan does not include labor, in which case the part only will be provided

Flex Vision Coverage

- Repair of the Philips FlexVision viewing solution

Extended Coverage Hours : 8am to 9pm M-F

- Extended labor and travel coverage for on-site corrective and planned service from 8:00 am – 9:00 pm, Monday – Friday, excluding Philips published holidays.
- Base plan must include comprehensive or second response labor

INTERVENTIONAL TOOLS coverage

- Comprehensive parts and labor support for Interventional Hardware and Software, unless the base plan does not include labor, in which case the part only will be provided

Summary of Payment Terms	Select Payment Term Desired	
	In Advance	Net Price
☐	[redacted]	[redacted]
☐	[redacted]	[redacted]
☐	[redacted]	[redacted]
☐	[redacted]	[redacted]

Defaults to monthly payments if not checked above

Tax May Be Added, If Applicable

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

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

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

Customer Agreement As Quoted

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

BY: X _____
Customer Signature

_____
Printed Name

Title _____ Date _____

Home Office Use Only		
	Other	
	Sub-Total	
	Tax	
	Total	

Philips by it's acceptance hereof, agrees to provide maintenance services for the equipment listed above in accordance with the following terms.

_____
Signature

Title _____ Date _____

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

Site Id: 61835863

Philips RightFit Primary Service Agreement

Supplemental Coverage Options:

SELECTION OF ANY SUPPLEMENTAL COVERAGE OPTION WILL INCREASE THE CONTRACT PRICE BY THE AMOUNT SHOWN IN THE PRICE COLUMN. SUPPLEMENTAL COVERAGE PRICING VALID ONLY IF PURCHASED IN CONJUNCTION WITH EQUIPMENT QUOTED. AN INITIAL BESIDE AN OPTION AUTHORIZES PURCHASE OF THIS SUPPLEMENTAL COVERAGE OPTION.

Item #	Part #	Description	Price/Month	Months	Qty	Annual Net Price	Ext. Net Price	
1	SVC01917	Technology Maximizer	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	Init_____

The Philips Image Guided Therapy Systems (IGT Systems) Technology Maximizer Service Agreement is a software upgrade and hardware refresh program that enables optimum performance and easy upgradeability for your IGT Systems interventional x-ray equipment. This program will maintain your IGT Systems equipment technology at the most current release level during the term of the Agreement.

The IGT Systems Technology Maximizer Agreement provides the following features:

- Computer hardware will be refreshed one time during the term of the Agreement to ensure optimal performance of the IGT Systems equipment.
- Operating system and application software will be upgraded to the latest compatible software release, as such releases become available (compatible with the interventional x-ray equipment's hardware described in the IGT Systems equipment quotation).
- Software upgrades will be provided and enabled for those software applications and options purchased, either with the IGT Systems equipment purchase or after original installation of the equipment.
- Delivery of an upgrade will include the necessary training on new features and functionality. Training maybe on-site or computer based as determined by Philips for each upgrade.
- Updates or upgrades of other hardware including, but not limited to, X-ray tubes, X-ray OR table and similar equipment hardware is excluded.
- The Technology Maximizer program excludes new software applications which provide new clinical innovations or workflow functionality to the IGT Systems equipment.

Service Agreement Terms and Conditions

PHILIPS HEALTHCARE
SERVICE AGREEMENT TERMS AND CONDITIONS

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

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

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

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

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

6. EXCUSABLE DELAYS
Each party shall be excused from performing its obligations (except for payment oblogations) 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 any civil or military authority, fire, floods, war, terrorism, embargoes, labor disputes, acts of sabotage, riots, accidents, delays of carriers, subcontractors or suppliers, voluntary or mandatory compliance with any government act, regulation or mandatory direction, request, shortage of labor, materials or manufacturing facilities.

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

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

9. END OF LIFE
AFTER THE END OF LIFE DATE, PHILIPS WILL CONTINUE TO USE COMERCIALLY REASONABLE EFFORTS TO REPAIR SYSTEMS, BASED ON PARTS AND TRAINED ENGINEER AVAILABILITY, BUT WITH NO UPTIME GUARANTEE. AFTER THE END OF LIFE DATE, PHILIPS WILL NOT CREATE OR TEST BUG FIXES, PATCHES, OR ENHANCEMENTS TO THE SYSTEM HARDWARE OF SOFTWARE. If Philips determines that its ability to provide the service coverage is hindered due to the unavailability of parts or trained personnel, or that the Covered System can no longer be maintained in a safe or effective manner as determined by Philips, then Philips may terminate this Agreement with respect to such Covered System upon written notice to the Customer and provide Customer with a refund of any Customer pre-payments for periods of service coverage not already completed.

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

11. LIMITATIONS OF LIABILITY AND DISCLAIMER
11.1 THE TOTAL LIABILITY, IF ANY, OF PHILIPS’ AND ITS AFFILIATES’, FOR ALL DAMAGES AND BASED ON ALL CLAIMS, WHETHER ARISING FROM OR RELATING TO A BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHER TORT, OR OTHERWISE, ARISING FROM THE SERVICES OR PHILIPS’ PERFORMANCE OF THE SERVICES, IS LIMITED TO AN AMOUNT NOT TO EXCEED THE PRICE STATED IN THIS AGREEMENT FOR THE SERVICE GIVING RISE TO THE LIABILITIES THE BASIS FOR THE CLAIM. THIS LIMITATION SHALL NOT APPLY TO:

(a) THIRD PARTY CLAIMS FOR BODILY INJURY OR DEATH CAUSED BY PHILIPS’ NEGLIGENCE;
(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 EXENT SUCH NOTICES ARE CAUSED BY PHILIPS’ UNAUTHORIZED DISCLOSURE OF PHI, AS DEFINED BY HIPAA; 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 CONSTITUTING DIRECT DAMAGES.

PHILIPS WILL HAVE NO NO LIABILITY FOR ANY ASSISTANCE PHILIPS PROVIDES THAT IS NOT REQUIRED UNDER THIS AGREEMENT.

11.2 IN NO EVENT SHALL PHILIPS OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST REVENUES OR PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA, OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES WHETHER ARISING FROM BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHER TORT.

12. PROPRIETARY SERVICE MATERIALS
Philips may deliver or transmit certain proprietary service materials (including software, tools and written documentation intended soley to assist Philips and its authorized agents in performing Services under this Agreement) ("Proprietary Service Materials") that have not been purchased by or licensed to Customer. The presence of this property within the Site will not give Customer any right or title to this property or any license or other right to access, use or decompile this property. Customer agrees to restrict access to such sotware, tools and written documentation to Philips' employees and those of Philips' authorized agents only and to permit Philips to remove its Proprietary Service Materials upon request. Customer will use all reasonable efforts to protect this property against damage or loss and to prevent any access to or use of this property by any unauthorized party. Customer shall immediately report to Philips any violation of this section.

13. THIRD PARTY MANAGEMENT
If Customer has contracted with a third party service management organization, asset management company, maintenance management company, technology management company, maintenance insurance organization or the like (“Third Party Organization”) for purposes of centralized billing and management of services provided to Customer, at Customer’s written request, Philips will route invoices for payment of services rendered by Philips to such Third Party Organization and accept payment from them on Customer’s behalf. Notwithstanding the above, the services provided by Philips are subject solely to the terms and conditions set forth in this Agreement. Customer guarantees the payment of all monies due or that may become due under this Agreement in spite of any collateral arrangements Customer may have with such Third Party Organization or any payments Customer has made to the Third Party Organization. Philips has no contractual relationship for the Services rendered to Customer except as set forth herein. To the extent that the parts and services Philips provides are not covered by Customer’s arrangement with such Third Party Organization, Customer shall promptly pay for such parts and services on demand.

14. TAXES
The price stated in the quotation does not include applicable sales, excise, use, or other taxes in effect or later levied. Customer shall provide Philips with an appropriate exemption certificate reasonably in advance of the effective date, otherwise, Philips shall invoice Customer for those taxes, and Customer shall pay those taxes in accordance with the terms of the invoice.

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

16. RECORD RETENTION AND ACCESS
Philips and Customer shall comply with the Omnibus Reconciliation Act of 1980 (P.L. 96-499) and it’s implementing regulations (42 CFR, Part 420). Philips agrees that until the expiration of four (4) years after furnishing services pursuant to these Terms and Conditions of Service, Philips shall make available, upon written request of the Secretary of the Department of Health and Human Services, or upon request of the Comptroller General, or any of their duly authorized representatives, these Terms and Conditions of Service and the books, documents and records of Philips that are necessary to verify the nature and extent of the costs charged to Customer hereunder. Philips further agrees that if Philips carries out any of the duties of these Terms and Conditions of Service through a subcontract with a value or cost of ten-thousand U.S. dollars ($10,000.00) or more over a twelve (12) month period, with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request to the Secretary, or upon request to the Comptroller General, or any of their duly authorized representatives the subcontract, and books and documents and records of such organization that are necessary to verify the nature and extent of such costs. This paragraph relating to the retention and production of documents is included because of possible application of Section 1861(v) (1) (1) of the Social Security Act (42 U.S.C. 1395x (v) (1) (I) (1989)), as amended from to time to these Terms and Conditions of Service. If Section 1861(v) (1) (1) should be found to be inapplicable, then this paragraph shall be deemed inoperative and without force and effect.

17. COMPLIANCE
17.1 Each party shall comply with all laws, rules, and regulations applicable to the party in connection with the performance of its obligations in connection with the transactions contemplated by the quotation, including, but not limited to, those relating to affirmative action, fair employment practices, FDA, Medicare fraud and abuse, and the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”). Health care providers are reminded that if this Agreementthe purchase includes a discount or loan, they must fully and accurately report such discount or loan on cost reports or other applicable claims for payment submitted under any federal or state health care program, including but not limited to Medicare and Medicaid, as required by federal law (see 42 CFR 1001.952[h]).
17.2 Upon Customer request Philips will provide a mutually agreeable Business Associates Agreement.
17.3 In the course of providing the Services to Customer, hereunder, it may be necessary for Philips to have access to, view, and/or download computer files from the Covered System that might contain Personal Data. Personal Data includes information relating to an individual, from which that individual can be directly or indirectly identified ("Personal Data"). Personal Data means means information about an identifiable individual, and includes any information that is “personal information” or “personal health information” within the meaning of any applicable privacy law.
Personal Data can include both personal health information (i.e. images, heart monitor data, and medical record number) and non-health information (i.e., date of birth, gender). Philips will process Personal Data only to the extent necessary to perform and/or fulfill its Service obligations under this Agreement. Customer further acknowledges and agrees that all telephone conversations between Philips and Customer may, in Philips discretion, be recorded.

18. CONFIDENTIALITY
Each party shall maintain as confidential any information furnished or disclosed to one party by the other party, whether disclosed in writing or disclosed orally, relating to the business of the disclosing party, its customers, employees, and/or its patients, the quotation and this Agreement and its terms, including its pricing terms. Each party shall use the same degree of care to protect the confidentiality of the disclosed information as that party uses to protect the confidentiality of its own information, but in no event less than a reasonable amount of care. Each party shall disclose such confidential information only to its employees having a need to know such information to perform the transactions contemplated by this Agreement. The disclosing party maintains exclusive ownership of the confidential information which it discloses to the receiving party, and a receiving party shall be responsible for the breach of these confidentiality terms by any of its representatives or other person to whom it may disclose the confidential information. The obligation to maintain the confidentiality of such information shall not extend to information that (a) is or becomes generally available to the public without violation of these Terms and Conditions of Service or any other obligation of confidentiality or (b) is lawfully obtained by the receiving party from a third party without any breach of confidentiality or violation of law. Notwithstanding the foregoing, in the event that the receiving party is required by law to disclose any confidential information to a court, government department/ agency or regulatory body, the receiving party may so disclose, provided that it shall, to the extent permitted by applicable law, first inform the disclosing party of the request or requirement for disclosure to allow an opportunity for the disclosing party to apply for an order to prohibit or restrict such disclosure. Moreover, nothing set forth herein shall prohibit Customer from disclosing confidential information required by state or federal open records laws, to the extent disclosed in compliance with the rules and procedures applicable thereto, including notifying Philips and providing Philips an opportunity to argue certain information may be exempt as a trade secret, if applicable thereunder.

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

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

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

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

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

24. GENERAL TERMS

24.1 Survival. Customer's obligation to pay any money due to Philips under this Agreement survives expiration or termination of this Agreement. All of Philips' rights, privileges, and remedies with respect to this Agreement will continue in full force and effect after the end of this Agreement.

24.2 Performance. The failure of Customer or of Philips at any time to require the performance of any obligation will not affect the right to require such performance at any time thereafter. Course of dealing, course of performance, course of conduct, prior dealings, usage of trade, community standards, industry standards, and customary standards and customary practice or interpretation in matters involving the Service and delivery of similar or dissimilar services shall not serve as references in interpreting the terms and conditions of this Agreement.

24.3 Severability. If any provision of the Agreement is deemed to be illegal, unenforceable, or invalid, in whole or in part, the validity and enforceability of the remaining provisions shall not be affected or impaired, and shall continue in full force and effect.

24.4 Counterparts. This Agreement may be executed in one or more counterpart copies, each of equal validity, that together constitute one and the same instrument. Any photocopy or facsimile of this Agreement or any such counterpart is deemed the equivalent of an original and any such facsimiles constitute evidence of the existence of this Agreement.

24.5 Governing Law. All transactions contemplated under this Agreement shall be governed by the laws of the state in which the Covered System is located, without regard to that state's choice of law principles, and expressly excluding application of the Uniform Computer Information Transactions Act ("UCITA"), in any form. EACH PARTY, KNOWINGLY AND AFTER CONSULTATION WITH COUNSEL, FOR ITSELF, IT'S SUCCESSSORS' AND ASSIGNS, WAIVES ALL RIGHT TO TRIAL BY JURY OF ANY CLAIM ARISING WITH RESPECT TO THIS AGREEMENT OR ANY MATTER RELATED IN ANY WAY THERETO.

24.6 ENTIRE AGREEMENT This Agreement constitutes the entire understanding and agreement by and between the parties with respect to the transactions contemplated by the quotation and/or Attachment A, and supersedes any previous understandings or agreements between the parties, whether written or oral, regarding the transactions contemplated by the quotation and/or Attachment A. No additional terms, conditions, consents, waivers, alterations, or modifications will be binding unless in writing and signed by the parties. Customer's additional or different terms and conditions, whether stated in a purchase order or other document issued by Customer, are specifically rejected and will not apply to the transactions contemplated by this Agreement.

24.7 Additional Terms. The service specific exhibits listed below, and any associated attachments, are incorporated herein as they apply to the services listed on the quotation and/or Attachment A and their additional terms shall apply solely to Customer's purchase of the services specified therein. If any terms set forth in an exhibit conflict with terms set forth in these Terms and Conditions of Service, the terms set forth in the exhibits shall govern.

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

25. AUTHORITY TO EXECUTE

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

21594h v1 (rev042018)

ADDITIONAL IMAGING SYSTEM SERVICE TERMS AND CONDITIONS

Exhibit 1

(for Philips and/or Non-Philips Equipment)

1. SERVICES PROVIDED

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

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

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

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

2. CONTRACT ADMINISTRATION

2.1. System Additions and Deletions. After completing the inspection, Customer may add a System to the Covered System list by contacting Philips. Customer and Philips will agree on a mutually-agreeable price and contract start date. The Covered System will be added to this Agreement after receipt of the signed inventory modification form. Customer may delete Covered System only if: (i) Customer permanently removes it from operation or (ii) it is no longer under Customer's exclusive ownership or control and Customer notifies Philips in writing. The Covered System will be deleted from the contract pursuant to Section 7 of the Service Agreement Terms and Conditions

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

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

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

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

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

3.3. Cosmetic repairs;

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

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

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

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

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

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

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

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

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

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

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

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

6.5 Maintain all software licenses applicable to the Covered System.

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

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

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

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

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

7. Helium Replenishment (Applies only to MRI Service)

7.1 If Helium Replenishment Service is included in this Agreement, Customer shall report any magnet cooling system (cold-head, compressor, or chiller) malfunction within twenty four (24) hours. If Customer fails to report any malfunctions or provide continuous chilled water or power to the MRI System, then Customer is responsible for any additional Helium expenses.

7.2 Customer shall provide access to the MRI system to perform helium replenishment, cryorefrigeration sytem and chiller services during contract hours of corrective and/or planned maintenance services.

7.3 If the Covered System is not connected to the PRS, then Customer shall report Helium level readings weekly for all systems covered by this Agreement into the Philips Helium Reading Registration System at: https://heliumreg.onephilipsmdc.com

7.4 During the term of the Agreement Customer will immediately inform Philips upon the happening of any of the following:

7.4.1. an on-screen message appears on the Covered System computer that Helium refill is required; or

7.4.2. the liquid helium level is below the minimum operating helium level as indicated in the Instructions for Use. (In such case an on-screen message may also appear on the system computer indicating that scanning will be prohibited within certain days or immediately. In both cases Customer shall immediately inform Philips and in the latter case Customer

shall also immediately cease to operate the MRI Equipment);

7.4.3. a sudden, unexpected drop of liquid helium level is encountered; or

7.4.4. the MRI magnet refrigeration system is out of order and/or not operational;

7.5 Customer shall act on alerts provided by the MRI Equipment and/or monitoring processes which apply to the operating environment condition.

7.6 If liquid Helium is purchased by Customer from Philips, Customer shall ensure that the filling of liquid Helium is done by Philips authorized personnel only.

7.7 If Helium Replenishment Service is excluded from this Agreement, Philips does not accept any responsibility and Philips will not be liable for any cost or damages due to the loss of liquid Helium or due to the services provided by a third party other than a subcontractor of Philips. Any costs will be fully charged to Customer, including the costs of refill of the liquid Helium, including shipment, labor, duties and taxes.

7.8 Customer will inform Philips of any planned power outages.

Technology Maximizer Exhibit

Exhibit 2

ADDITIONAL TERMS AND CONDITIONS FOR TECHNOLOGY MAXIMIZER

1.Services. If Philips Technology Maximizer ("Technology Maximizer") is purchased under this Agreement and the requirements of the Agreement are satisfied, then Philips will upgrade the Covered System as follows:

a. Software Upgrades and Updates. Philips will provide software updates and upgrades consisting of revisions to, and new versions of, software for existing applications and operating system licenses when made commercially available by Philips. Any other third party Software is not included. Customer has no right to updates and upgrades that are released before the start date of the Agreement. If the Agreement expires after Philips notifies Customer that an update or upgrade is available, then Customer is entitled to receive the offered update or upgrade for three (3) months following such termination.

i. Technology Maximizer: Customer is entitled to upgrades to the equipment operating system software, basic application software and software applications previously purchased or bundled with the Covered System when made commercially available. Customer may purchase new, separately-licensed functionality or applications for the Covered System separately after the start date of the Agreement. Customer acknowledges that certain functionality in current and previous software versions may not be available in upgrades.

ii.Technology Maximizer Pro: If Customer has purchased a Technology Maximizer Pro option under this Agreement, Philips will provide new software applications when such applications are (i) made commercially available by Philips after the Effective Date of this Agreement; (ii) supported by the Covered System hardware configuration; and (iii) intended for use in the "clinical domain" identified in the quotation or otherwise as explicitly specified in the quotation.

b. Hardware Upgrades and Updates. Software updates and upgrades may require hardware updates or upgrades. Unless included hereunder, Customer is responsible for any such hardware updates or upgrades. If included in the quotation, Philips will provide one commercially available computer hardware upgrade during the term of the Agreement, to the Covered System hardware component(s) expressly described on the quotation under the Technology Maximizer option. Philips will provide such hardware upgrade at the time and quantity as expressly described on the quotation under the Technology Maximizer option. In no case will Philips obligation under any Covered System hardware provided under the Agreement exceed $5,000 or the amount expressly described on the quotation under the Technology Maximizer option, whichever is greater. This paragraph (b) does not apply if the software only Technology Maximizer option.

c. Ultrasound Hardware Upgrades and Updates. This Agreement does not include hardware upgrades or updates for Ultrasound systems. Customer is responsible for any hardware upgrades or updates required to install a software upgrade or update.

d. To receive an upgrade:

i. Customer must be in compliance with all terms and conditions of this exhibit and the Agreement, including the availability of Philips remote service capability and access to the Covered System by Philips personnel;
ii. Customer must identify one Customer representative who will manage and be responsible for Customer's selection and scheduling of upgrades installation under this exhibit; and the Covered System that will receive the update or upgrade must meet the specifications of the update or upgrade Unless provided hereunder, Customer shall provide the Covered System hardware and/or software necessary to meet such specifications.

e. Customer may not resell, transfer, or assign the right to such upgrades, updates, or fixes to any third party. All upgrades, updates, and fixes provided to the Covered System under this exhibit are subject to the terms and conditions of this Agreement, and any license terms and conditions included in the purchase of the system from Philips or later provided to Customer.

2. Installation Services and Clinical Education for Software Upgrades and Updates. Philips will install the upgrades or updates that Customer is entitled to receive under this Agreement either on-site or remotely, at Philips sole discretion, at a mutually agreeable time. Update or upgrade installation and clinical support of the installation shall take place during standard onsite response hours, Monday through Friday between 8:00 AM and 5:00 PM local time, excluding Philips observed holidays.

Prior to the installation, Philips will specify the clinical support or clinical education that Customer is entitled to receive to support the software and/or hardware upgrade. Scope, duration, and delivery methodology of the clinical support of the installation or clinical education will vary by upgrade, update, or fix and will be defined by Philips at Philips' sole discretion. If Customer requires additional clinical services, then Philips will provide such services to Customer at Philips' then current labor and material rates. Clinical support at the installation will be provided in support of the new software revision installation and does not include end-user clinical education.

3. Termination. If the Agreement is terminated due to the fault of Customer or Customer defaults under the Agreement after any upgrades to the Covered System software or hardware are provided by Philips, then Customer will pay Philips the list price of the provided upgrades within thirty (30) days of such termination or default.

21594h v1 (rev042118)

UPTIME GUARANTEE

Exhibit 4

1. GENERAL. Philips shall provide to Customer the uptime guarantee specified below ("Uptime Guarantee") on the Covered System listed in the quote and/or or Attachment A as having uptime as an entitlement ("Uptime System"). Uptime System does not include peripherals, such as external printers, archiving devices, external display monitors, or attached cameras. If Customer does not meet its responsibilities described in Section 6 of Exhibit 1, then Customer is not entitled to the benefits of this Uptime Guarantee.

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

2. DEFINITIONS.

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

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

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

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

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

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

Schedule 3(a): Agreement Payment Adjustment Schedule

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

* Maximum adjustment available

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

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

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

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

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

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

21594h v1 (rev042118)

Philips Healthcare
22100 Bothell Everett Hwy.
Bothell, WA 98021

ADDENDUM TO SERVICE TERMS & CONDITIONS

Philips Healthcare, a division of Philips North America LLC ("Philips") and University Medical Center ("Customer") agree to amend the Service Agreement Terms and Conditions (Quote No. 1-23UIVOG and No. 1-23UIVP0) ("Agreements") between them. If there are any conflicts between the terms of this Addendum and the terms of the Agreement, the terms of this Addendum shall control. All paragraph(s) specifically listed below supersede the same numbered paragraph(s) as listed in the Agreement. Capitalized terms used herein and not otherwise defined herein, unless the context otherwise requires, shall have the same meanings set forth in the Agreement.

Philips and Customer agree to amend the Agreement as follows:

1) Delete Philips Healthcare Service Agreement Terms and Conditions and corresponding Exhibits, which came with the Agreements and replace with Attachment A, Philips Service Terms and Conditions and Exhibits.

2) Delete the following language from page 3 of the Agreements:

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

Replace with the following language:

> "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, and Nevada Revised Statutes Chapter 241, Meetings of State and Local Agencies, subject to Section 18, Confidentiality of the Philips Healthcare Service Agreement Terms and Conditions, herein."

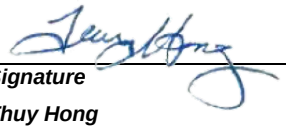
The Agreement represent the entire agreement between the parties and supersedes all previous communications, representations, agreements and negotiations between the parties on this matter.

(Signature Page Follows)

GM
1/16/2020

Philips Healthcare
22100 Bothell Everett Hwy.
Bothell, WA 98021

The parties to this Agreement have signed this Addendum by their duly authorized officers on the date written below.

For Philips Healthcare	***For University Medical Center***
	
Signature	***Signature***
Thuy Hong	
Printed Name	***Printed Name***
Sr. Manager, Contracts Management	
Title	***Title***
01/17/2019	
Date	***Date***

GM
1/16/2020

ATTACHMENT A
PHILIPS HEALTHCARE
SERVICE AGREEMENT TERMS AND CONDITIONS
PHILIPS QUOTE# 1-23UIVOG AND 1-23UIVP0

**DENOTES AMENDED PARAGRAPH

1. **SERVICES PROVIDED.** The services listed in the quotations (QUOTE# 1-23UIVOG & 1-23UIVP0) and/or Attachment A (the "Services") are offered by Philips Healthcare a division of Philips North America LLC ("Philips") only under the terms and conditions described below, and on any exhibits and attachments, each of which are hereby incorporated (the "Agreement").

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

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

4. ****SYSTEM AVAILABILITY.** If Customer schedules service and the Covered System is not available at the agreed upon time, then Philips may cancel the service or charge the Customer at Philips then current labor and travel rate for all time spent by Philips service personnel waiting for access to the Covered System. In the event of a patient emergency, Philips will extend a thirty (30) minute grace period. Additionally, Customer has the option to call ahead of time to reschedule the mutual appointment or pay for the FSE to wait.

5. ****PAYMENT.**
   - **5.1.** All payments under this Agreement are due thirty (30) days from the date of Philips' invoice until the Agreement amount and all applicable taxes and interest are paid in full.
   - **5.2.** Payments may be made by check, ACH or wire. Philips does not accept transaction fees for wire transfers.

   5.3.If the quotation indicates net prices that are each associated with a payment method, then Philips will invoice Customer, and Customer will pay, the net price that corresponds to Customer's elected payment method.

6. ****EXCUSABLE DELAYS.** Each party shall be excused from performing its obligations (except for payment obligations) arising from any delay or default caused by events beyond its reasonable control including, but not limited to, acts of God, acts of third parties, acts of any civil or military authority, fire, floods, war, terrorism, embargoes, labor disputes, acts of sabotage, riots, accidents, delays of carriers, subcontractors or suppliers, voluntary or mandatory compliance with any government act, regulation or mandatory direction, request, shortage of labor, materials or manufacturing facilities. 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.

7. ****TERM AND TERMINATION.**
   - **7.1.** The term of this Agreement shall be set forth in the quote(s) and/or Attachment A attached hereto and incorporated herein ("Term").
   - **7.2.** Except as provided herein, this Agreement is non-cancelable by Customer and will remain in effect for the

Term specified in this Agreement. However, Customer may cancel service coverage for an individual Covered System under this Agreement upon sixty (60) days written notice to Philips representing that the Covered System is being permanently removed from the Site and that the Covered System is not being used in any other Customer site.

7.3. Upon forty five (45) days written notice to Philips, Customer may cancel this Agreement specifically describing a material breach or default of the Agreement by Philips, provided that Philips may avoid such cancellation by curing the condition of breach or default within such forty five (45) day notice period.

7.4. In addition, if the Customer sells or otherwise transfers any of the Covered System to a third party and the System remains installed and in use at the same location, but such third party does not assume the obligations of the Customer under this Agreement or enter into a new service agreement with Philips with a term at least equal to the unexpired term of this Agreement, then the Customer may terminate this Agreement with respect to such Covered System upon no less than thirty (30) days prior written notice to Philips, in which case the Customer shall pay to Philips (i) all amounts due under this Agreement through the effective date of termination (based on the notice requirement) and (ii) as liquidated damages and not as a penalty, an amount equal to 20% of the remaining payments due under this Agreement for such Covered System from the date of termination through the scheduled expiration of the term of this Agreement.

7.5. N/A for this Agreement.

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

9. **END OF LIFE. AFTER THE END OF LIFE DATE, PHILIPS WILL CONTINUE TO USE COMMERCIALLY REASONABLE EFFORTS TO REPAIR SYSTEMS, BASED ON PARTS AND TRAINED ENGINEER AVAILABILITY, BUT WITH NO UPTIME GUARANTEE. AFTER THE END OF LIFE DATE, PHILIPS WILL NOT CREATE OR TEST BUG FIXES, PATCHES, OR ENHANCEMENTS TO THE SYSTEM HARDWARE OR SOFTWARE.** If Philips determines that its ability to provide the service coverage is hindered due to the unavailability of parts or trained personnel, or that the Covered System can no longer be maintained in a safe or effective manner as determined by Philips, then Philips may terminate this Agreement with respect to such Covered System upon notice to the Customer and provide Customer with a refund of any Customer pre-payments for periods of service coverage not already completed.

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

11. **LIMITATIONS OF LIABILITY AND DISCLAIMER.**

11.1 THE TOTAL LIABILITY, IF ANY, OF PHILIPS' AND ITS AFFILIATES' FOR ALL DAMAGES AND BASED ON ALL CLAIMS, WHETHER ARISING FROM OR RELATING TO BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHER TORT, OR OTHERWISE, ARISING FROM THE SERVICES OR PHILIPS' PERFORMANCE OF THE SERVICES, IS LIMITED TO AN AMOUNT NOT TO EXCEED THE PRICE STATED IN THIS AGREEMENT FOR THE SERVICE GIVING RISE TO THE LIABILITY. THIS LIMITATION SHALL NOT APPLY TO:

(a) THIRD PARTY CLAIMS FOR BODILY INJURY OR DEATH CAUSED BY PHILIPS' NEGLIGENCE;

(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, AS DEFINED BY HIPAA; 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 CONSTITUTING DIRECT DAMAGES.

PHILIPS WILL HAVE NO LIABILITY FOR ANY ASSISTANCE PHILIPS PROVIDES THAT IS NOT REQUIRED UNDER THIS AGREEMENT.

11.2 IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL,

CONSEQUENTIAL, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST REVENUES OR PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA, OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES WHETHER ARISING FROM BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHER TORT.

12. PROPRIETARY SERVICE MATERIALS. Philips may deliver or transmit certain proprietary service materials (including software, tools and written documentation intended solely to assist Philips and its authorized agents in performing Services under this Agreement) ("Proprietary Service Materials") that have not been purchased by or licensed to Customer. The presence of this property within the Site will not give Customer any right or title to this property or any license or other right to access, use or decompile this property. Customer agrees to restrict access to such software, tools and written documentation to Philips' employees and those of Philips' authorized agents only and to permit Philips to remove its Proprietary Service Materials upon request. Customer will use all reasonable efforts to protect this property against damage or loss and to prevent any access to or use of this property by any unauthorized party. Customer shall immediately report to Philips any violation of this section.

13. THIRD PARTY MANAGEMENT. If Customer has contracted with a third party service management organization, asset management company, maintenance management company, technology management company, maintenance insurance organization or the like ("Third Party Organization") for purposes of centralized billing and management of services provided to Customer, at Customer's written request, Philips will route invoices for payment of services rendered by Philips to such Third Party Organization and accept payment from them on Customer's behalf. Notwithstanding the above, the services provided by Philips are subject solely to the terms and conditions set forth in this Agreement. Customer guarantees the payment of all monies due or that may become due under this Agreement in spite of any collateral arrangements Customer may have with such Third Party Organization or any payments Customer has made to the Third Party Organization. Philips has no contractual relationship for the Services rendered to Customer except as set forth herein. To the extent that the parts and services Philips provides are not covered by Customer's arrangement with such Third Party Organization, Customer shall promptly pay for such parts and services on demand.

14. TAXES. The price stated in the quotation does not include applicable sales, excise, use, or other taxes in effect or later levied. Customer shall provide Philips with an appropriate exemption certificate reasonably in advance of the effective date, otherwise, Philips shall invoice Customer for those taxes, and Customer shall pay those taxes in accordance with the terms of the invoice.

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

16. RECORD RETENTION AND ACCESS. Philips and Customer shall comply with the Omnibus Reconciliation Act of 1980 (P.L. 96-499) and it's implementing regulations (42 CFR, Part 420). Philips agrees that until the expiration of four (4) years after furnishing services pursuant to these Terms and Conditions of Service, Philips shall make available, upon written request of the Secretary of the Department of Health and Human Services, or upon request of the Comptroller General, or any of their duly authorized representatives, these Terms and Conditions of Service and the books, documents and records of Philips that are necessary to verify the nature and extent of the costs charged to Customer hereunder. Philips further agrees that if Philips carries out any of the duties of these Terms and Conditions of Service through a subcontract with a value or cost of ten-thousand U.S. dollars ($10,000.00) or more over a twelve (12) month period, with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request to the Secretary, or upon request to the Comptroller General, or any of their duly authorized representatives the subcontract, and books and documents and records of such organization that are necessary to verify the nature and extent of such costs. This paragraph relating to the retention and production of documents is included because of possible application of Section 1861(v) (1) (1) of the Social Security Act (42 U.S.C. 1395x (v) (1) (I) (1989)), as amended from time to time to these Terms and Conditions of Service. If Section 1861(v) (1) (1) should be found to be inapplicable, then this paragraph shall be deemed inoperative and without force and effect.

17. COMPLIANCE.

17.1 Each party shall comply with all laws, rules, and regulations applicable to the party in connection with the performance of its obligations in connection with the transactions contemplated by the quotation, including, but not limited to, those relating to affirmative action, fair employment practices, FDA, Medicare fraud and abuse, and the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Health care providers are reminded that if this Agreement includes a discount, they must fully and accurately report such discount or loan on cost reports or other applicable claims for payment submitted under any federal or state health

care program, including but not limited to Medicare and Medicaid, as required by federal law (see 42 CFR 1001.952[h]).

17.2 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 reference.

17.3 In the course of providing the Services to Customer, hereunder, it may be necessary for Philips to have access to, view, and/or download computer files from the Covered System that might contain Personal Data. Personal Data includes information relating to an individual, from which that individual can be directly or indirectly identified ("Personal Data"). Personal Data means information about an identifiable individual and includes any information that is "personal information" or "personal health information" within the meaning of any applicable privacy law. Personal Data can include both personal health information (i.e. images, heart monitor data, and medical record number) and non-health information (i.e., date of birth, gender). Philips will process Personal Data only to the extent necessary to perform and/or fulfill its Service obligations under this Agreement. Customer further acknowledges and agrees that all telephone conversations between Philips and Customer may, in Philips discretion, be recorded.

18. ****CONFIDENTIALITY.** Each party shall maintain as confidential any information furnished or disclosed to one party by the other party, whether disclosed in writing or disclosed orally, relating to the business of the disclosing party, its customers, employees, and/or its patients, the quotation and this Agreement and its terms, including its pricing terms. Each party shall use the same degree of care to protect the confidentiality of the disclosed information as that party uses to protect the confidentiality of its own information, but in no event less than a reasonable amount of care. Each party shall disclose such confidential information only to its employees having a need to know such information to perform the transactions contemplated by this Agreement. The disclosing party maintains exclusive ownership of the confidential information which it discloses to the receiving party, and a receiving party shall be responsible for the breach of these confidentiality terms by any of its representatives or other person to whom it may disclose the confidential information. The obligation to maintain the confidentiality of such information shall not extend to information that (a) is or becomes generally available to the public without violation of these Terms and Conditions of Service or any other obligation of confidentiality or (b) is lawfully obtained by the receiving party from a third party without any breach of confidentiality or violation of law. Notwithstanding the foregoing, in the event that the receiving party is required by law to disclose any confidential information to a court, government department/ agency or regulatory body, the receiving party may so disclose, provided that it shall, to the extent permitted by applicable law, first inform the disclosing party of the request or requirement for disclosure to allow an opportunity for the disclosing party to apply for an order to prohibit or restrict such disclosure. Moreover, nothing set forth herein shall prohibit Customer from disclosing confidential information required; by state or federal open records laws, to the extent disclosed in compliance with the rules and procedures applicable thereto, including notifying Philips and providing Philips an opportunity to argue certain information may be exempt as a trade secret, if applicable thereunder.

Notwithstanding the foregoing, 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. As such, its contracts 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 that 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. In the absence of such a protective order, the information requested will be released without any further liability on the part of Customer.

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

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

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

22. **EXCLUDED PROVIDER.** As of the Effective Date of this Agreement, Philips represents and warrants that Philips, its employees, and subcontractors, are not debarred, excluded, suspended, or otherwise ineligible to participate in a federal or state health care program, nor have they been convicted of any health care related crime for the products and services provided under this Agreement (an "Excluded Provider"). Philips shall promptly notify Customer if it becomes aware that Philips or any of its employees or subcontractors, providing the Services

hereunder have become an Excluded Provider under a federal or state healthcare program, whereupon Customer shall provide Philips with a reasonable opportunity to discuss and attempt to resolve in good faith with Customer any Customer related concerns in relation thereto, and/or will give Philips a reasonable opportunity to dispute its, or its employee's or subcontractor's, designation as an Excluded Provider. In the event that the Parties are unable to resolve any such Customer concerns of the applicable party's designation as an Excluded Provider, then Customer may terminate this Agreement by express written notice for Services not yet rendered prior to the date of exclusion.

23. **SOLICITATION OF PHILIPS EMPLOYEES. For the duration of this Agreement and for one year following the expiration or termination of this Agreement, Customer and its affiliates will not directly or indirectly solicit any employee of Philips or its affiliates engaged in providing the Services; however, employment through public advertisements of open positions shall not be considered a solicitation.

24. GENERAL TERMS.

24.1 Survival. Customer's obligation to pay any money due to Philips under this Agreement survives expiration or termination of this Agreement. All of Philips' rights, privileges, and remedies with respect to this Agreement will continue in full force and effect after the end of this Agreement.

24.2 Performance. The failure of Customer or of Philips at any time to require the performance of any obligation will not affect the right to require such performance at any time thereafter. Course of dealing, course of performance, course of conduct, prior dealings, usage of trade, community standards, industry standards, and customary standards and customary practice or interpretation in matters involving the Service and delivery of similar or dissimilar services shall not serve as references in interpreting the terms and conditions of this Agreement.

24.3 Severability. If any provision of the Agreement is deemed to be illegal, unenforceable, or invalid, in whole or in part, the validity and enforceability of the remaining provisions shall not be affected or impaired, and shall continue in full force and effect.

24.4 Counterparts. This Agreement may be executed in one or more counterpart copies, each of equal validity, that together constitute one and the same instrument. Any photocopy or facsimile of this Agreement or any such counterpart is deemed the equivalent of an original and any such facsimiles constitute evidence of the existence of this Agreement.

24.5 Governing Law. All transactions contemplated under this Agreement shall be governed by the laws of the state in which the Covered System is located, without regard to that state's choice of law principles, and expressly excluding application of the Uniform Computer Information Transactions Act ("UCITA"), in any form. EACH PARTY, KNOWINGLY AND AFTER CONSULTATION WITH COUNSEL, FOR ITSELF, IT'S SUCCESSSORS' AND ASSIGNS, WAIVES ALL RIGHT TO TRIAL BY JURY OF ANY CLAIM ARISING WITH RESPECT TO THIS AGREEMENT OR ANY MATTER RELATED IN ANY WAY THERETO.

24.6 Entire Agreement. This Agreement constitutes the entire understanding and agreement by and between the parties with respect to the transactions contemplated by the quotation and/or Attachment A, and supersede any previous understandings or agreements between the parties, whether written or oral, regarding the transactions contemplated by the quotation and/or Attachment A. No additional terms, conditions, consents, waivers, alterations, or modifications will be binding unless in writing and signed by the parties. Customer's additional or different terms and conditions, whether stated in a purchase order or other document issued by Customer, are specifically rejected and will not apply to the transactions contemplated by this Agreement.

24.7 Additional Terms. The service specific exhibits listed below, and any associated attachments, are incorporated herein as they apply to the services listed on the quotation and/or Attachment A and their additional terms shall apply solely to Customer's purchase of the services specified therein. If any terms set forth in an exhibit conflict with terms set forth in these Terms and Conditions of Service, the terms set forth in the exhibit shall govern.

Exhibit 1: Additional Imaging System Service Terms and Conditions
Exhibit 2: Additional Terms and Conditions for Technology Maximizer - Intentionally omitted.
Exhibit 3: Additional Support & Assist Coverage Terms and Conditions - Intentionally omitted.
Exhibit 4: Uptime Guarantee.
Exhibit 5: Additional Clinical Education Training Terms and Conditions
Exhibit 6: Monitoring Analytics & Therapeutic Care Enterprise Software Evolution Services - Intentionally omitted
Exhibit 7: Monitoring Analytics & Therapeutic Care Enterprise Software Maintenance Agreement Hardware Support Coverage – Intentionally omitted.
Exhibit 8: Additional Monitoring Analytics & Therapeutic Care Services Terms and Conditions **-** Intentionally omitted.
Exhibit 9: Monitoring Analytics & Therapeutic Care Performance Bridge Focal Point Exhibit - Intentionally omitted.

25. ****Budget Act and Fiscal FundOut**. 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, provided that Customer gives Supplier at least one hundred and twenty (120) days' prior written notice termination. 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, 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 or for items delivered for which Customer did not give notification of termination due to loss of appropriated funds.

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

Exhibit 1

ADDITIONAL IMAGING SYSTEM SERVICE TERMS AND CONDITIONS

(for Philips and/or Non-Philips Equipment)

1. SERVICES PROVIDED.

1.1. Initial Covered System Inspection. Within ninety (90) days after the Effective Date, Philips will inspect the Covered System not previously serviced by Philips and notify Customer of any Covered System that does not meet manufacturers' specifications. Philips will provide Customer a written estimate for repairs necessary to bring any of the Covered System within proper manufacturers specifications. Upon Customer's request, Philips will provide necessary repairs at Philips' then current labor and travel rates. If Customer elects not to have Covered System repaired, then Philips may remove such system from coverage under this Agreement.

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

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

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

2. CONTRACT ADMINISTRATION.

2.1. System Additions and Deletions. After completing the inspection, Customer may add a system to the Covered System list by contacting Philips. Customer and Philips will agree on a mutually-agreeable price and contract start date. The Covered System will be added to this Agreement after receipt of the signed inventory modification form. Customer may delete Covered System only if: (i) Customer permanently removes it from operation or (ii) it is no longer under Customer's exclusive ownership or control and Customer notifies Philips in writing. The Covered System will be deleted from the contract pursuant to Section 7 of the Service Agreement Terms and Conditions.

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

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

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

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

3.3. Cosmetic repairs;

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

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

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

3.7. Unless otherwise specified in the quote, maintaining or repairing third-party products including but not limited to nuclear camera detector crystals, CT Tubes and radiation therapy tubes, x-ray tubes, flat panel detectors, image intensifiers magnet replacement, magnet refrigeration system (coldhead, compressor, chillers), MR RF rooms, surface coils HVAC systems, power conditioners, uninterruptible power supplies, ultrasound transducers (probes) (accessory or attach), TEE probes, TV camera pick-up tubes, photo multiplier tubes, accelerator center

beam lines, piped medical gases (up to the wall outlets), copier drums, electron guns, fiber optic bundles, foot/hand controls (switches, accessory, or attachment), klystrons and thyratrons, magnetrons, plumbicons, waveguides, and attachments.

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

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

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

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

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

6.2. Provide a secure non-exclusive space within Customer's main facility and at each additional facility or location as necessary for performance of the Services;

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

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

6.5. Maintain all software licenses applicable to the Covered System;

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

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

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

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

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

7. **HELIUM REPLENISHMENT (APPLIES ONLY TO MRI SERVICE).**

7.1. If Helium Replenishment Service is included in this Agreement, Customer shall report any magnet cooling system (cold-head, compressor, or chiller) malfunction within twenty four (24) hours. If Customer fails to report any malfunctions or provide continuous chilled water or power to the MRI system, then Customer is responsible for any additional helium expenses.

7.2. Customer shall provide access to the MRI system to perform helium replenishment, cryorefrigeration system and chiller services during contract hours of corrective and/or planned maintenance services.

7.3. If the Covered System is not connected to the PRS, then Customer shall report helium level readings weekly for all MRI systems covered under this Agreement into the Philips Helium Reading Registration System at: https://heliumreg.onephilipsmdc.com/.

7.4. During the term of the Agreement Customer will immediately inform Philips upon the happening of any of the following:

7.4.1. an on-screen message appears on the Covered System computer that Helium refill is required; or

7.4.2. the liquid helium level is below the minimum operating helium level as indicated in the Instructions for Use. (In such case an on-screen message may also appear on the system computer indicating that scanning will be prohibited within certain days or immediately. In both cases Customer shall immediately inform Philips and in the latter case Customer shall also immediately cease to operate the MRI Equipment);

7.4.3. a sudden, unexpected drop of liquid helium level is encountered; or

7.4.4. the MRI magnet refrigeration system is out of order and/or not operational;

7.5. Customer shall act on alerts provided by the MRI Equipment and/or monitoring processes which apply to the operating environment condition.

7.6. If liquid Helium is purchased by Customer from Philips, Customer shall ensure that the filling of liquid Helium is done by Philips authorized personnel only.

7.7. If Helium Replenishment Service is excluded from this Agreement, Philips does not accept any responsibility and Philips will not be liable for any cost or damages due to the loss of liquid Helium or due to the services

provided by a third party other than a subcontractor of Philips. Any costs will be fully charged to Customer, including the costs of refill of the liquid Helium, including shipment, labor, duties and taxes.

7.8. Customer will inform Philips of any planned power outages.

UPTIME GUARANTEE

1. GENERAL. Philips shall provide to Customer the uptime guarantee specified below ("Uptime Guarantee") on the Covered System listed in the quote and/or Attachment A as having uptime as an entitlement ("Uptime System"). Uptime System does not include peripherals, such as external printers, archiving devices, external display monitors, or attached cameras. If Customer does not meet its responsibilities described in Section 6 of Exhibit 1, then Customer is not entitled to the benefits of this Uptime Guarantee.

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

2. DEFINITIONS.

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

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

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

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

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

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

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

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

* Maximum adjustment available

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

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

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

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

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

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

UPTIME GUARANTEE

1. GENERAL. Philips shall provide to Customer the uptime guarantee specified below ("Uptime Guarantee") on the Covered System listed in the quote and/or or Attachment A as having uptime as an entitlement ("Uptime System"). Uptime System does not include peripherals, such as external printers, archiving devices, external display monitors, or attached cameras. If Customer does not meet its responsibilities described in Section 6 of Exhibit 1, then Customer is not entitled to the benefits of this Uptime Guarantee.

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

2. DEFINITIONS.

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

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

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

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

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

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

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

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

* Maximum adjustment available

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(3320 / 3380) * 100 = 98.2% Uptime Percentage

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

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

December 30, 2019

Fran Heiy
Management Analyst - Contracts
University Medical Center of Southern Nevada
1800 W. Charleston Blvd.
Las Vegas, NV 89102

Re: Request for competitive bidding information regarding Imaging Equipment.

Dear Ms. Heiy:

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 Imaging Equipment. 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 on-line 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 Imaging Equipment category. HealthTrust issued RFPs and received proposals from identified suppliers in the Imaging Equipment category. Contracts were executed with Siemens, GE Healthcare, Shimadzu Medical Systems, Ziehm Imaging, Canon Medical Systems, Philips Healthcare, Mindray, Hologic, and Orthoscan in June of 2017. I hope this satisfies your request. Please contact me with any additional questions.

Sincerely,

Craig Dabbs
Account Director, Member Services

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	☐ PBE	☐ VET	☐DVET	☐ ESB
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:	Philips North America, LLC	
(Include d.b.a., if applicable)		
Street Address:	3000 Minuteman Road	**Website: www.philips.com**
City, State and Zip Code:	Andover, MA 01810	**POC Name: Terry-Ann Masters** **Email: terry.masters@philips.com**
Telephone No:	978-659-2829	**Fax No:**
Nevada Local Street Address: **(If different from above)**		**Website:**
City, State and Zip Code:		**Local Fax No:**
Local Telephone 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 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.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Vitor Rocha	President and CEO	100 % owned by Philips Holding USA Inc.
James Mark Mattern, II	Senior Vice President & Treasurer	
Joseph E Innamorati	Senior Vice President and Secretary	
Paul Cavanaugh	Vice President	
Karen Maloney	Assistant Secretary	

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/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.

Mark G. O'Malley
Signature

Mark G. O'Malley
Print Name

Senior ManagerContracts
Title

February 14, 2019
Date

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD AUDIT AND FINANCE COMMITTEE
AGENDA ITEM

Issue:	**Agreements for Philips Monitors Enterprise Initiative project**	**Back-up:**
Petitioner:	Jennifer Wakem, Chief Financial Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board Audit and Finance Committee review and recommend for approval by the Board of Hospital Trustees for University Medical Center of Southern Nevada the agreements with Philips Healthcare, a division of Philips North America LLC for the Philips Monitors Enterprise; authorize the CEO to sign any future change orders within his delegated authority; and take action as deemed appropriate. *(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: 3000999901 & 3000861200 — Funded Pgm/Grant: N/A
Description: Agreements for Philips Monitors Enterprise Initiative project
Bid/RFP/CBE: GPO - NRS 450.525 & NRS 450.530
Term: 60 months Software Service Agreement
Amount: $7,320,634.29
Out Clause: 60 days on Services, 60 days with Material Breach, Budget Act and Fiscal Fund Out

BACKGROUND:

These agreements are for the purchase, installation and annual servicing for replacement of University Medical Center of Southern Nevada's ("UMC") existing Trauma and Endoscopy monitors. This enterprise initiative project will allow patient information to follow a patient through different departments and procedures which is expected to improve patient outcomes. UMC will realize approximately $685,000 dollars in discount and rebates through its group purchasing contract pricing.

The agreements include:

- 32 Quotes for the purchase of Philips monitors for multiple departments ($5,556,954.29) which includes installation costs and training;
- Software Service Agreement; 60 months $1,763,680.00; and
- Amendment One which ensures the above-listed quotes comply with UMC and Nevada law requirements.

Philips will facilitate installation and cable pulls 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.

HealthTrust Purchasing Group (HPG) is the purchasing agent for the Group Purchasing Organization (GPO) of which UMCSN is a member. Pursuant to NRS 450.525 and NRS 450.530 this purchase may be made using the HealthTrust Purchasing Contract. Attached is a sworn statement from an HPG executive verifying that the pricing was obtained through a competitive bid process.

Cleared for Agenda
January 22, 2019

Agenda Item #

14

UMC's Assistant Chief Nursing Officer has reviewed the agreements and recommends approval by the Board of Hospital Trustees.

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

Philips holds a valid Clark County Business License.

Respectfully submitted,

Jennifer Wakem
Chief Financial Officer

Philips Healthcare
3000 Minuteman Rd., MS 0400
Andover, MA 01810-1099

AMENDMENT ONE TO TERMS & CONDITIONS
(Philips Healthcare Monitors Enterprise Initiative Project 2020)

Philips Healthcare, a division of Philips North America LLC ("Philips"), and **University Medical Center of Southern Nevada**, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes ("Customer"), agree to amend the Terms and Conditions of the Quotes provided under the Philips Healthcare Monitors Enterprise Initiative Product 2020. If there are any conflicts between the terms of this Amendment and the terms of the above referenced Quote Numbers or any other agreement between the parties relating to this subject matter, the terms of this Amendment shall control. All paragraphs specifically listed below shall either supersede the same paragraphs as listed or to be added in the Agreement. Capitalized terms used herein and not otherwise defined herein, unless the context otherwise requires, shall have the same meanings set forth in the Agreement.

1) 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 insert in its place:
   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. Any disclosure to third parties shall be pursuant to Nevada law including, but not limited to, the Nevada Revised Statutes Chapter 239, Public Records (refer to Section 11 herein), and Nevada Revised Statutes Chapter 241, Meetings of State and Local Agencies.

2) 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 venture 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.

3) Non-Discrimination. Philips and its subcontractor(s) acknowledge 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 Agreement, terminate the Agreement, and designate the contractor as non-responsible.

4) Assignment; Use of Subcontractors. Except for Philips' right to assign payment, neither party may assign any of its rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld. Also, with the other party's consent, which shall not be unreasonably withheld, either party may transfer and assign this Agreement to any person or entity that is an affiliate of such party or that acquires substantially all of the stock or assets of such party's applicable business if any such assignee agree, in writing, to be bound by the terms of this Agreement. Subject to such limitation, this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Philips may hire subcontractors to perform work under this Agreement, provided that Philips will at all times remain responsible for the performance of its obligations and duties under this Agreement.

5) Indemnification. Subject to the Limitations of Liability Section herein, 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 but only 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).

6) 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.

7) 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. "Work" is defined as the cabling labor and installation services described in the Quote. Philips further warrants that its Work will accommodate and be compatible with the installation and operation of existing systems and Customer's Electronic Health Record "EPIC" equipment purchased by Customer. Philips shall repair or replace any material defects in materials or workmanship of the Work, which occur within twelve (12) months from date of Acceptance of the Work, 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 under this Warranty shall not extend the original Warranty period for such Work. Customer will provide Philips prompt, written notice of any such defects.

8) 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.

9) 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 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, 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.

10) Confidential Information. To the extent expressly authorized by Nevada 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 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.

11) 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.

12) 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").

13) 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.

14) 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.

15) 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.

16) Payment Terms. One-hundred percent (100%) of the purchase price shall be due thirty (30) calendar days from Philips' invoice date. For Products with installation included in the purchase

price, acceptance by Customer occurs upon completion of installation by Philips. For Products without installation included in the purchase price, acceptance by Customer occurs upon delivery. If Customer schedules and delays the installation by Philips for more than thirty (30) days after delivery, Customer's acceptance of the Products will occur on the thirty-first (31st) day after delivery.

17) Delivery Terms. FOB Destination.

18) Prohibition Against Israel Boycott: In accordance with Nevada Revised Statute 332.065, Philips certifies that it has not refused to deal or to conduct business with, abstained from dealing or conducting business with, is not terminating business or business activities with or performing any other action that is intended to limit commercial relations with Israel or a person or entity doing business in Israel or in territories controlled by Israel.

19) Representations and Certifications: It shall be the duty of Philips 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. Philips agrees that the services performed as part of the Work will not violate or infringe on any copyright or patent rights. Subject to Section 8 Warranty, above, Philips 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.

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 the Work. In performing the specified services, Philips shall follow practices consistent with generally accepted professional and technical standards.

If applicable, 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.

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.

a. Philips, and their subcontractor/independent contractors, shall comply with all provisions of Nevada Revised Statutes, Chapter 624, through completion of the project.

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

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 $100,000 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.labor.nv.gov, 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 $100,000, Customer will audit the entire contract period.**

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.

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 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 Philips 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, Philips 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 Philips's 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.

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 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**. 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 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.

20) **Insurance Requirements**. Philips shall maintain through the Agreement term the insurance coverage required in **Exhibit A**, incorporated herein by this reference. Philips shall comply with the terms and conditions set forth in **Exhibit A**. The cost of the insurance coverage shall be included in this Agreement.

Philips 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 must be issued by an appointed producer of insurance pursuant to Nevada Revised Statute Chapter 683A.

Philips shall provide all submittals requested in this section within ten (10) business days.

Philips 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 $100,000, 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 every lower-tier subcontractor will be required to submit certified payrolls and other labor compliance documentation electronically at the discretion of and the manner specified by Customer. This requirement will be 'flowed down' to every lower-tier subcontractor and supplier/vendor required to provide labor compliance documentation.

Philips and each Subcontractor are required to submit a copy of the record for each calendar month to the Customer **no later than fifteen (15) calendar day**s 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 **fifteen (15) calendar days** after the end of the month if the Subcontractor provided certified payroll reports to Philips within **ten (10) calendar days** after the end of the month or the date agreed upon by Philips and Subcontractor. Philips shall submit the Customer's 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.

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. 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.

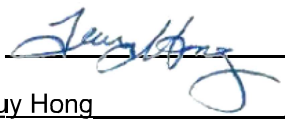
Inspection. Philips shall notify Customer when its Work is substantially complete, whereupon the parties shall promptly inspect the Work together, and identify any defects, deficiencies or Work remaining.

Safe Working Conditions. Philips 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. 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 (24) 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.

This Amendment One, applicable HealthTrust Agreement #500111,and the attached Philips Quote contains the full, final, and complete expression of all agreements between UMC and Philips with respect to the subject matter of this Agreement and shall supersede all prior or contemporaneous agreements between UMC and Philips, whether oral or written. Any change, modification or amendment of this Agreement must be in writing and signed by an authorized representative of both UMC and Philips.

The parties to this Agreement have signed this Amendment to be executed by their duly authorized officers on the dates set forth below.

Philips Healthcare

Signature: 

Name: Thuy Hong

Title: Sr. Manager, NAM Contract Management
Sales & Service

Date: 1/9/2020

University Medical Center of Southern Nevada

Signature: _____

Name: Mason VanHouweling

Title: Chief Executive Officer

Date: _____

Signature: Robert Chalmers

Name: Bob Chalmers

Title: Finance Business Partner

Date: 1/9/2020

Philips Healthcare
3000 Minuteman Rd., MS 0400
Andover, MA 01810-1099

EXHIBIT A

INSURANCE REQUIREMENTS AND FORMS

I. INSURANCE

A. Philips 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 of insurance evidencing such insurance is placed with 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 Philips has employees.

B. Philips agrees to maintain required workers' compensation coverage throughout the entire term of the Agreement. If Philips does not maintain coverage throughout the entire term of the Agreement, Philips agrees that Customer may, at any time the coverage is not maintained by Philips, order Philips to stop work, assess liquidated damages as defined herein, suspend the Agreement, or terminate the Agreement.

C. Philips 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.

D. As a condition precedent to receiving payments, Philips 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. 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 Philips, including the rating and financial health of each insurance company providing coverage, is subject to the approval of Customer.

F. Philips shall furnish renewal certificates to Customer for the required insurance during the period of coverage required by the Agreement. Philips 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 Philips 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 from the date of the second request for an updated renewal certificate, the updated certificate has still not been provided, Customer may declare Philips in default of its obligation under this paragraph.

G. Customer, its officers, employees, agents, and volunteers must be expressly covered as additional 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. Philips'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 Philips and shall not contribute with it.

H. Philips's commercial general liability and automobile liability insurance policy shall include a blanket endorsement to recognize specifically Philips's contractual obligation of additional insured to Customer. Philips shall provide that Customer will be given 30-calendar days advance notice 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. Philips 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 Philips, it agents, representatives, or employees. The cost of such insurance shall be included in Philips's Bid. Philips 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. Policies must include, but need not be limited to, coverage for bodily injury, property damage, personal injury, Broad Form property damage, premises and operations, and products and completed operations. Philips 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**. Philips 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 Philips fails to maintain any of the insurance coverage required herein, then Customer will have the option to declare Philips 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. Philips is responsible for any expenses paid by Customer to maintain such insurance and Customer may collect the same from Philips or deduct the amount paid from any sums due to Philips under the Agreement.

L. The insurance requirements specified herein do not relieve Philips of its responsibility or limit the amount of their liability to Customer or other persons and Philips is encouraged to purchase such additional insurance, as it deems necessary.

M. Philips is responsible for and must remedy all damage or loss to any property, including property of Customer to the extent caused by Philips, any subcontractor or anyone employed, directed or supervised by Philips. Philips is responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work.

N. Philips shall pay all premiums and costs of insurance.

O. Regardless of the coverage provided by any insurance policy, Philips 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 Philips or its principals, employees, subcontractors or other agents while performing services under this Agreement. Philips 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

DATE (MM/DD/YYYY): 08/09/2017

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

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

PRODUCER Marsh USA, Inc. 1166 Avenue of the Americas New York, NY 10036 Attn: NewYork.Certs@marsh.com Fax: 212-948-0500	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED Philips Healthcare a division of Philips North America LLC 555 N. Commerce Street Aurora, IL 60504	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** HDI-Gerling America Insurance Company — 41343 **INSURER B :** Safety National Casualty Corp. — 15105 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** NYC-010062259-03 **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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			*GLD12308-04	12/31/2016	12/31/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	2,000,000 500,000 10,000 2,000,000 6,000,000 6,000,000
B	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			*CAS4047561	12/31/2016	12/31/2017	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	2,000,000
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $	
B B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		*LDS4047559 (AOS) *PS4047560 (WI)	12/31/2016 12/31/2016	12/31/2017 12/31/2017	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	2,000,000 2,000,000 2,000,000

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

University Medical Center is included as Additional Insured (except Workers' Compensation) where required by written contract.

CERTIFICATE HOLDER

University Medical Center
1800 West Charleston Blvd.
Las Vegas, NV 89102

CANCELLATION

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

AUTHORIZED REPRESENTATIVE of Marsh USA Inc.

Tim Cornish

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ACORD®

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Marsh USA, Inc.	Philips Healthcare a division of Philips North America LLC 555 N. Commerce Street Aurora, IL 60504
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

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

Excess Workers' Compensation:
SP 4056203 (OH, WA)
Safety National Casualty Corp.
12/31/2016 - 12/31/2017
Self Insured Retention: $500,000
BI by Accident - Each Accident $1,500,000
BI by Disease - Each Disease $1,500,000
BI by Disease - Each Employee $1,500,000

The policies on Page 1 of the Certificate provide coverage for:
- All operations of the Insured including Independent Contractors, Products, Completed Operations and Contractual Liability.
- The Additional Interest of Lessor as respects premises leased to the Insured.
- Automobile Coverage for all owned, non-owned and hired automobiles.
- The Additional Interest of Lessor as respects vehicles leased to the Insured.
- WC in ALL states excluding Monopolistic States where the insured is not a qualified self-insurer and Canadian Accident Fund.

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PHILIPS

Philips Electronics North America Corporation

3000 Minuteman Road, Andover, MA 01810

Subject: Memorandum of Insurance

We have changed how we respond to customer requests for information about our insurance program. We now offer an online Memorandum of Insurance (MOI) which can be viewed and printed any time you need this information. This Memorandum not only provides you with more timely information, but it also helps to reduce the paperwork involved for all parties to the transaction.

As of 12/31/08, you may obtain information about our insurance coverage from the Memorandum of Insurance (MOI) on the website address listed below. Please retain this website address so that you can refer to it whenever you need information about our insurance program. Please note that the website address is case sensitive.

Memorandum of Insurance Web Address: http://www.marsh.com/moi?client=A582
***Do not include the "http://", start with www**

This online service is provided through our insurance broker, Marsh. You will be asked to read and agree to the terms and conditions of service from Marsh prior to printing or viewing our Memorandum of Insurance.

Should you have any questions, the contact person listed on the Memorandum website is available to assist you in accessing this information.

Sincerely,

Thomas Gannon
Risk Manager

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – VENDORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s) (Vendor)	Your Products
ALL VENDORS OF THE INSURED'S PRODUCTS	ALL PRODUCTS MANUFACTURED, SOLD OR DISTRIBUTED BY THE INSURED
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) (referred to throughout this endorsement as vendor) shown in the Schedule, but only with respect to "bodily injury" or "property damage" arising out of "your products" shown in the Schedule which are distributed or sold in the regular course of the vendor's business.

However:

1. The insurance afforded to such vendor only applies to the extent permitted by law; and
2. If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.

B. With respect to the insurance afforded to these vendors, the following additional exclusions apply:

1. The insurance afforded the vendor does not apply to:
   - **a.** "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
   - **b.** Any express warranty unauthorized by you;
   - **c.** Any physical or chemical change in the product made intentionally by the vendor;
   - **d.** Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

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e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(1) The exceptions contained in Sub-paragraphs **d.** or **f.**; or

(2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

C. With respect to the insurance afforded to these vendors, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the vendor is required by a contract or agreement, the most we will pay on behalf of the vendor is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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Philips Healthcare

Customer Care Solution Center
(800)722-9377

MATC SES 890224

MATC Software Evolution Services Agreement Quotation

Customer: University Medical Center of Southern Nevada
Address:
Address:
City,State/Zip: Las Vegas, NV
Contact :

Payment Terms: Net 30
Agreement Quote Date: 12/9/2019
Prior Agreement #: POS
Agreement Start Date: 1/1/2020
Agreement End Date: 12/31/2024
Billing Schedule: Monthly
Multi-yr Discount: 17%
Additional Discount: 10%

Valid for 90 days

Philips Representative:	Tel:	Fax:	Date:	Quote #:
Dominick Fragomeno	**626-222-1620**		**12/9/2019**	**5016597-4**

Model	Description	Qty	Sq Ft	Site Name	Start Date	End Date		Subtotal Net $

Customer acknowledges that the Software Evolution Services Agreement does not include installation services. For new software versions, updates, Customer will need to purchase installation services separately.

Software Evolution Services (PIC iX, IBE, and Bedsides)

Software Evolution Services	604		1/1/2020	12/31/2024	$1,763,680.00

Net Charge Year 1	$352,736.00
Net Charge Year 2	$352,736.00
Net Charge Year 3	$352,736.00
Net Charge Year 4	$352,736.00
Net Charge Year 5	$352,736.00
Quotation Total	**$1,763,680.00**

Prices exclude taxes. Applicable taxes will be added to the invoice. Subject to credit approval.

IMPORTANT NOTICE: A signed copy of this agreement , for the services and prices quoted herein, is Customers acceptance that the Service Agreement Terms and Conditions and applicable Exhibit are the sole terms applicable to the services quoted. The acceptance of this quotation is not binding upon Philips until further review by Philips contract administration. The information contained in this document is confidential and is provided to the entity listed as the customer solely in connection with the evaluation of the purchase and sale. This information shall not be disclosed to any other party. The Philips Service Agreement Terms and Conditions applicable to the service quoted herein are available via http://www.healthcare.philips.com/main/terms_conditions/ ("Terms and Conditions"). 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 health care program, including but not limited to Medicare and Medicaid, such as may be required by state or federal law, including under any federal or state but not limited to 42 CFR 1001.952(h). Philips reserves all rights with regard to this information. Reserved.

Customer Agreement as Quoted

Upon customer signing and an authorized Philips representative accepting, this quotation constitutes a contract and Customer is bound by all terms and conditions hereof.

Authorized Signature _____

Printed Name _____

Title / Date _____

Customer PO # _____
(Please attach copy of original PO)

Philips by its acceptance hereof, agrees to provide maintenance services for the equipment listed above in accordance with the following terms set forth herein.

Authorized Signature DocuSigned by: Curtis Ryker 45575C07305649C...

Title/Date Sr Mgr, Svc Contracts 1/13/2020

prepared by: Michael Cherkassky

Mail Purchase Order & Quote To: Philips Global Business Services, North America, Contract Operations, Customer Order Fulfillment Center, 414 Union Street, Philips Plaza 6th Floor, Nashville, TN 37219

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	☐ PBE	☐ VET	☐DVET	☐ ESB
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:	Philips North America, LLC	
(Include d.b.a., if applicable)		
Street Address:	3000 Minuteman Road	**Website: www.philips.com**
City, State and Zip Code:	Andover, MA 01810	**POC Name: Terry-Ann Masters** **Email: terry.masters@philips.com**
Telephone No:	978-659-2829	**Fax No:**
Nevada Local Street Address: **(If different from above)**		**Website:**
City, State and Zip Code:		**Local Fax No:**
Local Telephone 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 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.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Vitor Rocha	President and CEO	100 % owned by Philips Holding USA Inc.
James Mark Mattern, II	Senior Vice President & Treasurer	
Joseph E Innamorati	Senior Vice President and Secretary	
Paul Cavanaugh	Vice President	
Karen Maloney	Assistant Secretary	

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/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.

Mark G. O'Malley
Signature

Mark G. O'Malley
Print Name

Senior ManagerContracts
Title

February 14, 2019
Date

PHILIPS

Presented to:
University Medical Center
1800 W Charleston Blvd
Las Vegas, NV, 89102-2386

Presented By:
Brian Olsen
Philips Healthcare a division of Philips North America LLC
3000 Minuteman Road
Andover, Massachusetts,1810
brian.olsen@philips.com

Customer No.: 94032296
Date: 01/07/2019
Effective: 1/30/2020 to 02/29/2020

Monitoring Analytics and Therapeutic Care

Solution Scope of Work

For

University Medical Center Las Vegas

PHILIPS

Project Stakeholders

Contact	Title	Phone	Email
David Witt	Biomed Director	(702) 671-1086	David.Witt@umcsn.com David.Witt@Crothall.com
Candice Harris	IT Project Manager	702-383-6235	Candice.Harris@umcsn.com>

Philips Contact	Title	Phone	Email
Lawrence Blacharski	Solution Design Consultant	702-540-6688	lawrence.blacharski@philips.com
Brian Olsen	Account Manager	801-860-2181	brian.olsen@philips.com

1 Project Summary

This project is a general services project for the University Medical Center Philips patient monitoring upgrade. Details are listed for each quote in the General section and will be listed below with the reference to that quote number.

1.1 Product and Services Scope

The Philips Quotation describes the specific product, product options and services being purchased by University Medical Center Las Vegas.

1.2 Project Team

University Medical Center Las Vegas will nominate a project manager with the necessary knowledge and experience relevant to the provision of the Services and with the requisite knowledge of University Medical Center Las Vegas's business (including, but not limited to University Medical Center Las Vegas organization, its operations, and business practices) as its representative and as the prime point of contact with Philips and through whom all communication with Philips will be made.

PHILIPS

2 General Services

BURN UNIT (2301053321)

9 MX 800s in higher acuity and 7 MX 550 in lower acuity on new VHM Arms
1 MX450 on rollstand with CO2 ext on this monitor
Surveillance at S Main Nurses station need to see all patient rooms with 16 sectors; watched by MT – MT runs strips 7,11,3, and 7
PIIC IX C with 16 sectors dual display 23”NT
North Nurses Station (CLT1) Need Overview with 16 sectors to see all patients at both ends- need to see on all sides for patient safety
Philips will manage project

Overview Breakdown Summary:

- 1 New PIC iX Rev C Central Station with 16 surveillances with 27 “T Display
- 1 New Overview Central Station with 16 Overview Sectors with 27” T Display
- 9 New INTELLIVUE MX800 with New wireless X3s w/ 4 waves and FAST SPO2; includes dual IBP and Temp, ETCO2 extensions for each MX800
- 7 New INTELLIVUE MX550 with 7 MMX; include dual IBP, Temp, and FAST SPO2
- 1 New INTELLIVUE MX450 with 1 MMX; includes Dual IBP and Temp and battery with roll stand
- 1 New INTELLIVUE wireless X3 for transport; includes dual IBP and Temp
- 4 New INTELLIVUE Microstream extension modules with dual IBP and temp
- 18 sets of supplies and cables for all new monitors

CCU/CVCU

New Central Stations (2301053187), New Monitors for the CCU/CVCU (2301053185 & 2301053189)

Philips will provide and install 26 X3s, 24 for the bedsides
Philips will provide and install 12 EC10/EC5 Modules
Philips will upgrade 24 MX800s with software
Philips will manage WMTS registration
Provide and install 2 Surveillance's single display 24 sector with 27" touch Displays , replacing 2 classic pics and 2 classic clients
1 for CCU and 1 for CVCU, viewing both sides by Overviewing with a Surveillance sector
Philips will upgrade 24 MX800s to latest software
Philips will manage project

Overview Breakdown Summary:

- 2 New PIC iX Rev C Central Surveillance Station with 24 surveillance sectors; 27 “T Display
- 24 INTELLIVUE MX800 software upgrades
- 24 New INTELLIVUE X3 wireless with Dual IBP and Temp
    - One for each bedside monitor

- 2 New INTELLIVUE X3 wireless with Dual IBP and Temp
    - 1 for each department for transporting
- 26 New INTELLIVUE Microstream with dual IBP and Temp
- 12 New EC 10/ 5 w driver for Edward Science Hemosphere to connect to the MX monitors
- 26 sets of supplies and cables for all new monitors

Chest Pain New Central Station and New Monitors (2301053186)

Philips will provide and install 8 MX450's on new VHM Arms replacing Agilent monitors
Provide and install 1 16 Sector Surveillance single display 27" attached to rev C server, replacing 12 sector single display classic Pic, not remoted
Philips will manage project

Overview Breakdown Summary:

- 1 New PIC iX Rev C Central Station with 8 surveillances sectors; 27 "T Display
    - Upgrade current sectors from Classic to Rev C
- 8 MX450 Monitors with MMX, Dual IBP and Temp
- 8 New INTELLIVUE Microstream with dual IBP and Temp
- 8 Sets of Lead cables and supplies for new monitors

Clinical and Installation Services included

Cath Lab -New equipment for Expansion (2301053430, 2301053320)

Philips will provide and install 4 MX450s on VHM arms
Philips will provide and install 4 MX450 on VHM arms
Provide 4 wall channels. Customer to install
Provide and Install 2 Overview stations with 8 sectors for each station
Provide and install 1 Surveillance with 12 Sectors, including 4 existing monitors
Philips will manage project

Overview Breakdown Summary:

- 1 New PIC iX Rev C Central Station with 12 Surveillance with 23" Display
- 2 New PIC IX Rev C Overview stations with 8 sectors for each station, 23" Display
- 4 New INTELLIVUE MX550 with 4 MMX, includes Dual IBP and Temp
- 2 New INTELLIVUE X3 wireless with Dual IBP and Temp for transport
- 6 New sets of Cables, lead set, grabbers and Supplies for each new monitor

MICU/ SICU

MICU/SICU New Central Stations (2301053432), New Monitoring Equipment (2301053431)

2 - 20 Sector Surveillance (1 for each MICU Pod)
1 - 16 Sector Surveillance (to view SICU)
1 - 16 sector Overview

4 - 27 in TS displays
36 MX800's need software upgrade. (Current software is J.04)
36- X3's wireless
Philips will manage WMTS registration
1 Vigilance EC5/EC10
5 Cheetah EC5/EC10
5 SedLine EC5/EC10
Philips will manage project

Overview Breakdown Summary:

- 2 New PIC iX Rev C Central Surveillance Stations each with 20 sectors and 27 "T Display
1 PC and Display for each side of MICU
- 1 New PIC iX Rev C Central Station with 16 Pts surveillances sectors, 1 PC with 27 "T Display for SICU
- 1 New PIC iX Rev C Overview Station with 16 sectors and 27 "T Display for MICU to view SICU patients
- 36 MX800 Monitors software upgraded
- 36 New INTELLIVUE X3, wireless with Dual IBP and Temp to replace the MMS modules at every bedside monitor
- 36 New INTELLIVUE Microstream with dual IBP and Temp
- 1 New recorder (Printer) for MICU
- 11 New EC 10/ 5 w driver (1) Edward Science Hemosphere, (5) Cheetah, (5) Sedline to connect to the MX monitors for data to go into EPIC
- 36 New cables and supplies for the X3 monitors

TICU New Central and Monitoring Equipment (2301053432)

New Central Surveillance PIIC ix Rev C with 14 sectors
1 - 27" display
14 - MX550 - Need 8 waves, 4 IBP, 1 CONT. TEMP, with X3's (on the X3's 4 waves, add 12 lead to X3
14 ETCO2 with each monitor (14 BO6 OPTIONS AND K14 (CABLES))
2 - MASSIMO SINGLE SPO2 modules
1 - NMT modular
New Arms (replacing MP70)
Philips will manage project

Overview Breakdown Summary:

- 1 New PIC iX Rev C Central Station with 14 Pts surveillances sectors with 27 "T Display
- 14 New MX800 monitors, 8 waves, with Dual IBP and temp
- 14 New X3, wireless with Dual IBP and Temp w/ 12 lead
- 14 ETCO2 extension sleds with dual IBP and temp
- 1 NMT module and cable
- 14 New Cables, Grabbers and Leadsets

Trauma Resus Central Station (2301052886), Trauma Resus New Equipment (2301052887)

One PIIC Surveillance with 18 sectors for viewing 14 bays, 4 hall beds, hang PIIC on wall – want touch screen but it is up high ono a wall – they will get back to us on placement
Upgrade 11 MX700 software
11 X3s 4 waves, wireless
Philips will Manage WMTS registration
11 ETCO2 extension sleds
4 additional X3s (4 waves, wireless, with w/ dock and clamp
Philips will manage project

Overview Breakdown Summary:

- 1 New PIC iX Rev C Central Station with 18 surveillances sectors (14 bays, 4 hall beds)

27” TS display

- 11 MX 700s monitor SW upgrades to rev M
- 15 INTELLIVUE X3 with wireless and Dual IBP and Temp
- 11 New INTELLIVUE MICROSTREAM EXTENSION with Duel IBP and Temp
- 15 New Cables, Grabbers and Leadsets for new monitors

ER EAST FLEX New central (2301052895), ER EAST FLEX New equipment (2301054000)

1 Surveillance PIIC ix C with 6 sectors, 23 " display
6 - MX400 with MMX, wall mounted
2 ETCO2 with CO2 only
2 - X3's (4 waves, wireless, with ETCO2 with CO2 only, with docks and clamps
Philips will manage project

Overview Breakdown Summary:

- 1 New PIC iX Rev C Central Station with 6 surveillances sectors; 23“Display
- 6 New MX400 monitors with 6 MMX and dual IBP and Temp
- 2 New Wireless X3 transport monitors with Dual IBP and Temp
- 2 New ETCO2 Microstream extension modules with Dual IBP and Temp
- 8 New cables and supplies for the MX400 monitors

ER Medical and Critical POD New Central and new monitors (2301054001)

1 PIIC ix Surveillance with 10 sectors
1 PIIC ix surveillance with 12 sectors
2 23" displays
21 MX550 - 6 WAVES, with X3's (the X3's need to have 4 waves, wireless 5 lead cables. Need to have 12 leads on monitors and interfacing
ETCO2 with 2 IBP
Monitors will be wall mounted
Philips will manage project

Overview Breakdown Summary:

- 1 New PIC iX Rev C Central Station with 10 surveillances sectors; 23“Display
- 1 New PIC iX Rev C Central Station with 12 surveillances sectors; 23“Display
- 21 New MMX550 monitors with 6 waves, dual IBP and Temp
- 21 New wireless X3 modules with 12 lead, Dual IBP and Temp
- 21 New ETCO2 Microstream extension modules with Dual IBP and Temp
- 21 New cables and supplies for the MX550 monitors

ER WEST FLEX (2301052891)

I Surveillance PIIC ix Rev C with 11 sectors, 23" display
10 MX400 (with MMX, wall mounted,)
2 - ETCO2 with CO2 only
Philips will manage project

Overview Breakdown Summary:

- 1 New PIC iX Rev C Central Station with 11 surveillances sectors, 23“Display
- 10 New INTELLIVUE MX400 monitors with 10 MMX and dual IBP and Temp
- 2 New ETCO2 Microstream extension modules
- 12 New cables and supplies for the MX400 monitors

ER West Flex and Psych New X3s (2301053957)

4 Wireless X3s
Philips will manage WMTS registration
Philips will manage project

Overview Breakdown Summary:

- 4 New INTELLIVUE X3, wireless with Dual IBP and Temp
- 4 New cables and supplies for the X3 monitors

TRAUMA PACU and GI/ENDO (2301053323) (8 IX 8 SECTORS)

Provide and install 8 Surveillance sectors to PACU Surveillance
Provide and install 3 MX550s in GI on VHM Arms
Provide wall channels, customer to install
Provide and install 4 MX450s on VHM Arms, channels existing
Manage WMTS registration for the 4 wireless X3s on the MX450s
Philips will manage the project

Overview Breakdown Summary:

- 8 new surveillance sectors to PACU’s main Central Monitor station

PHILIPS

- 7 new MX550 with Dual IBP and temp; (4 for Trauma PACU, 3 for ENDO)
- 7 New INTELLIVUE MICROSTREAM EXTENSION with Duel IBP and Temp
- 3 New MMX with Dual IBP and Temp (GI Lab)
- 4 INTELLIVUE X3 with wireless and Dual IBP and Temp; (Trauma/ PACU)
- 7 New cables and supplies for MX550

Labor and Delivery OR Monitor and Trauma OR New Monitors (2301053968)

Add to existing Patient Link, 4 Sectors
4 MX800's on Aestiva 5 Anesthesia Machines, wireless X3's
Provide WMTS registration
Philips will manage project

Overview Breakdown Summary:

- 4 New Sectors to Patient Link Enterprise
- 4 New MX800 Monitors with Dual IBP and Temp
- 4 New IntelliVue X3's with wireless, 4 waves, Dual IBP and Temp
- 4 IntelliVue Microstream Extension dual IBP and Temp
- 4 Sets of supplies

Ped's ER - New Equipment for Expansion of 8 New Rooms and Central Upgrade (2301054009)

Ped ER PIIC ix upgrade Rev B to Rev C and Add 8 additional monitors (currently a stand alone)
Add 8 new sectors (we may have some extra sectors, utilize overflow sectors for the 8)
8 MX550 monitors, with CO2 only, MMX B06 K14, wall mounted VHM
Philips will manage WMTS registration
Provide 8 wall channels, customer to install
8 SECTORS PIICIX B with waveforms export Add ADT, HL7 wave strip (match the current setup)
Philips will manage project

Overview Breakdown Summary:

- Upgrade PIC iX Central Station to rev B and add 8 new surveillance sectors
- 8 New INTELLIVUE MX550, X3'S wireless with 4 waves, with Dual IBP and Temp
- 2 New INTELLIVUE X3 with 4 waves, wireless, Dual IBP and Temp for Transport
- 8 New INTELLIVUE ETCO2 Microstream extensions
- 9 New INTELLIVUE ETCO2 Microstream extensions (For current ER monitors)
- 10 New cables and supplies for new monitors

PED'S SEDATION - Ped's Sedation New Equipment (2301053427)

Add 4 sectors to enterprise link
4 MX550 (MMX with 4 Etoc2 with CO2, Duel IBP
3 - X3 wireless with ETCO2 extension with CO2 only
4 New VHM Arms (No wall channels)
Provide WMTS registration
Philips will manage project

Overview Breakdown Summary:

- 4 New MX550 Monitors with 8 waves,
- 4 New Microstream ETCO2 extension modules
- 3 New Wireless X3 for Transport
- 4 New INTELLIVUE ETCO2 extensions
- 7 New cables and supplies for new monitors
- Adding 4 new sectors to existing Enterprise Link

PICU New Central Station (2301054021), PICU New Equipment (2301054023)

Philips will upgrade PICU Surveillance to rev C and add to rev C server
Philips will provide and install 8 MX800's on new VHM Arms
Philips will provide and install 2 wireless X3s for transport
Philips will manage WMTS registration
Philips will manage project

Overview Breakdown Summary:

- Upgrade 26 surveillance sectors from Rev B to PIC iX C
- 8 New MX800 monitors with 4 MMX Overflow PICU rooms on Peds Unit
    - Massimo Rainbow set SPO2
- 2 New Wireless X3 for transport
- 22 New ETCO2 Microstream extension modules; Dual IBP and temp

New Peds Central Station (2301054017)

Philips will provide and install 1 12 sector Surveillance
Philips will manage project

Overview Breakdown Summary:

- 1 New 12 sector Surveillance Station with 23” display

NICU PIC iX Upgrade and New Transport Monitors (2301053950, 2301053946)

Philips will provide and install 2 wireless X3
Provide WMTS registration
Philips will upgrade 2 rev B Surveillances standalone to 2 Surveillances rev C Enterprise attached to rev C virtual Server
Philips will manage project

Overview Breakdown Summary:

- Upgrade 2 surveillance Central Stations with 20 sectors on each from PIC iX B to PIC iX C
- 2 New INTELLIVUE Microstream ETCO2 with Dual IBP and Temp

Labor and Delivery New Cableless Fetal Monitoring (2301053970)

11 Avalon CL with 2 ultrasounds transducer, 1 TOGO, 1 ECG/IUP PRESSURE (OPTIONS K02,K11,K21,K40)
11 - software UPGRADES on their Avalon 50 they are currently G02.21 and need to go to rev L

Manage WMTS registration
Philips will manage project

Overview Breakdown Summary:

- 4 New Avalon CL Base station
- With 4 Ultrasound, TOCO and ECG/IUP transducers
- 11 Avalon FM50 Upgrades to Rev L

Labor and Delivery PACU Monitors (2301053973)

Add 2 new surveillance sectors to the Main L&D central
Philips will provide and install 2 new MX550
Manage WMTS registration
Philips will manage project

Overview Breakdown Summary:

- 2 New surveillance sectors added to the Main L&D central station
- 2 NEW MX550 Monitors with X3's with 4 waves, Dual IBP and Temp
- 2 New INTELLIVUE Microstream ETCO2 with Dual IBP and Temp
- 2 New set of Cables and Supplies for monitors

1300 New Central Station and New Monitor (2301053964)

1 Central Monitor with 9 Surveillance Sectors with a 23" display mounted on the wall.
9 - MX450 with MMX and Dual IBP. FAST SPO2 with Massimo connection on new VHM Arms
Provide 9 wall channels, customer to install
1 - X3 transport
Manage WMTS registration
Philips will manage project

Overview Breakdown Summary:

- 1 New PIC iX Rev C Central Station with 9 surveillance sectors with 23" display
- 9 New MX450 with Dual IBP and Temp
- 1 INTELLIVUE X3 with wireless and Dual IBP and Temp

IMC New Monitors and Central Station (2301053960)

2 - 26 sector surveillance central monitors with 23" displays. (1 for IMC South and 1 for IMC west. Each unit has 26 beds).
Currently no central is in either area.
52 - MX450 with MMX's and dual IBP. SPO2 is FAST with Massimo connection. Monitors will be wall mounted on new VHM arms
2 - X3 monitors with 4 waves, dual IBP
Philips will manage project

Overview Breakdown Summary:

- 2 New PIC iX Rev C Central Station with 26 surveillances sectors for each IMC department with (4) 23” Displays
- 52 MX450 Monitors, Dual IBP and Temp
- 2 INTELLIVUE X3 with wireless and Dual IBP and Temp

All Servers upgraded to PIC iX Rev C (2301053955 & 2301054004)

Overview Breakdown Summary:

Philips will provide Virtual Server Software rev C and assist in the setup on the customers Server VMWare
Philips will manage project

Overview Breakdown Summary:

Classic and Rev B Sector Upgrade to rev C with placement on ONE Primary Domain

- Total of 533 surveillance sectors, 110 overview sectors, 26 enterprise patient link sectors

Biomed PIC display (2301054007)

Philips will provide and install 1 Surveillance for Biomed Shop
Philips will manage project

Overview Breakdown Summary:

- 1 new PC with 2 sectors with a 23” display

Cabling (2301053971)

Philips will manage cable implementations for hardwired and cable ethernet Network Patch cable pulls

Overview Breakdown Summary:

- Installation of New Cabling determined during walk thought with IT and Engineering

November 22, 2019

Fran Heiy
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 Monitoring Equipment.

Dear Ms. Heiy:

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 Patient Monitoring Equipment. 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 on-line 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 Monitoring Equipment category. HealthTrust issued RFPs and received proposals from identified suppliers in the category. The suppliers that offered competitive pricing and met other criteria for Patient Monitoring Equipment

were Phillips, Mindray, Welch Allyn, Nihon Koden, GE, Mortara, Spacelabs, Carefusion, Medical Graphic Corp, Merge Healthcare and Mortara. Contracts were executed with Phillips, Mindray, Welch Allyn, Nihon Koden, GE, Mortara, Spacelabs, and Mortara. I hope this satisfies your request. Please contact me with any additional questions.

Sincerely,

Craig Dabbs

Account Director, Member Services

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD AUDIT AND FINANCE COMMITTEE
AGENDA ITEM

Issue:	**Primary Commitment Agreement with Medline Industries, Inc.**	**Back-up:**
Petitioner:	Jennifer Wakem, Chief Financial Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board Audit and Finance Committee review and recommend for approval by the Board of Hospital Trustees for University Medical Center of Southern Nevada, the Primary Commitment Agreement for Acute Care and Surgery Centers with Medline Industries, Inc. for medical/surgical products distribution services; authorize the Chief Executive Officer to exercise any extension options; and take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund Number: 5420.000
Fund Name: UMC Operating Fund
Fund Center: Various
Funded Pgm/Grant: N/A
Description: Medical/Surgical Products Distribution Services
Bid/RFP/CBE: HPG
Term: 1/1/2020 to 12/31/2020 with four 1-year options
Amount: NTE $18.5 million per year or potential aggregate is NTE $92.5 million for five (5) years
Out Clause: 90 days w/o cause

BACKGROUND:

Since August 2014, UMC has had an agreement with Medline Industries (Medline) to provide medical/surgical products distribution services to distribute supplies (Products) for use throughout the hospital.

This request is to approve a new Primary Commitment Agreement (Agreement) with Medline to provide the same services with pricing through UMC's contracted group purchasing organization, HealthTrust Purchasing Group (HPG). UMC shall purchase at least 95% of its requirements for Products available from Medline. Staff also requests authorization for the Hospital CEO, at the end of the initial term, to exercise the extension option(s) at his discretion if deemed beneficial to UMC.

The Agreement term is from January 1, 2020 through December 31, 2020 with four, 1-year extension options unless terminated with a 90-day written notice.

Cleared for Agenda
January 22, 2020

Agenda Item #
15

This Medical/Surgical Products Distribution Services is being purchased under HPG contract #2008. HPG is a Group Purchasing Organization (GPO) of which UMC is a member. This request is in compliance with NRS 450.525 and NRS 450.530; attached is the bid summary sheet and a sworn statement from an HPG executive verifying that the pricing was obtained through a competitive bid process.

UMC's Contracts Management Director and Materials Program Manager have reviewed and recommends approval of this Agreement. This Agreement has been approved as to form by UMC's Office of General Counsel.

Medline currently holds a Clark County business license.

Respectfully submitted,

Jennifer Wakem
Chief Financial Officer

HealthTrust Purchasing Group
Medical/Surgical Products Distribution Services
No. HPG-2008
Distributor: Medline Industries, Inc.
Effective Date: October 1, 2017

Primary Commitment Agreement for Acute Care & Surgery Centers Participant or Group

☒ HPG Participant: University Medical Center of Southern Nevada ("Participant")

☐ HPG Group:_____("Group")

This Primary Commitment Agreement ("**Commitment Agreement**") is being entered into by Participant on behalf of each healthcare provider entity which is listed in Attachment B attached hereto (each of Participant being referred to herein as a "**Customer**" **or** "**Participant**"), for the purchase of Products under the Master Distribution Agreement for Medical/Surgical Products by and between HealthTrust Purchasing Group, LP ("**HPG**") and Distributor dated October 1, 2017 (HPG-2008) ("**Master Distribution Agreement**"). Terms not otherwise defined herein shall have the same meaning given to them in the Master Distribution Agreement. Customer and Distributor agree and acknowledge that the terms of the Master Distribution Agreement are incorporated into this Commitment Agreement for all purposes. In the event of a conflict, the Commitment Agreement shall control unless the parties hereto specifically agree otherwise and such modification has been approved by HPG. Participant represents that it has authority to enter into this Commitment Agreement on behalf of Customer listed in Attachment B.

1. **Purchase Commitment.** Participant hereby appoints Distributor as the prime distributor for Medical/Surgical Products ("**Products**") for Customer, and Distributor hereby agrees to provide distribution services for Products in accordance with the Master Distribution Agreement and the terms in this Commitment Agreement. Customer shall purchase at least ninety-five percent (95%) of its requirements for Products available from Distributor (excluding any Products available direct from any Vendor). If HPG designates a Product as being available either through a manufacturer or directly from an HPG Vendor, then Customer shall have the right to purchase such Product from either the manufacturer or HPG Vendor without such direct purchases being used to calculate Customer's compliance with this Commitment Agreement or any other volume commitment with Distributor.

2. **Commencement Date.** Distributor shall commence distribution services on: January 1, 2020 (the "**Commencement Date**"). This Commitment Agreement shall have an initial term of one (1) year with an option to extend for four, 1-year periods ("**Term**"), unless otherwise terminated by either party for any reason with a ninety (90) day written notice to the other. Notwithstanding, if Customer is no longer a member of HPG, then this Commitment Agreement shall terminate effective sixty (60) days following the termination date of its membership with HPG, and Customer's access to the pricing, Rebates and other benefits available to Customer pursuant to the Master Distribution Agreement shall cease on such date.

3. **GPO Designation.** Customer designates HPG as its sole group purchasing organization affiliation. Customer further agrees and acknowledges that (a) Customer has delegated to HPG the authority to negotiate the Master Distribution Agreement on its behalf; (b) Distributor is authorized to forward to HPG all Rebates owing to Customer, which shall then be payable by HPG to Customer; and (c) upon receipt, HPG shall assume all responsibility for proper distribution of such payments to

Customer.

4. **Chargeback Rebill/Rebate Rebill.** Provided that Customer is listed on HPG's membership list that was provided to Distributor and has met Distributor's credit requirements, Distributor shall provide Customer with access to the pricing under the Master Distribution Agreement. In the event an HPG Vendor denies a chargeback or rebate for a Product purchased by Customer from Distributor, Distributor will work with Customer to resolve the denial. If Distributor is unable to have the denial reversed after one hundred twenty (120) days of notice, except through no fault of Customer, Customer agrees to pay Distributor the amount owing to Distributor, plus any unpaid distribution margin based on any cost adjustment. Subsequently, if the Distributor reverses the HPG Vendor's denial of the chargeback or rebate, such amounts shall be paid to Customer by Distributor.

5. **Resale of Products.** Except with respect to consolidated service centers that sell to HPG Participants, Customer hereby certifies that it is purchasing Products from Distributor on its own behalf and for its own use, and not for resale or distribution to third parties who are not a party to this Commitment Agreement or listed in Attachment B. Customer agrees and acknowledges that any violation of this Section 5 shall be deemed a material breach.

6. **Commitment Agreement Confidentiality.** Customer agrees that the pricing offered to Customer hereunder are confidential and that Customer shall not disclose such pricing to third parties, including but not limited to manufacturers, other distributors or other healthcare providers, without prior written consent from Distributor, except as required to be disclosed by law or regulation.

   Notwithstanding the foregoing, Distributor 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 to copying and inspection by the public. If Customer receives a demand for the disclosure of any information related to this Commitment Agreement which Distributor has claimed to be confidential and proprietary, Customer will immediately notify Distributor of such demand and Distributor shall immediately notify Customer of its intention to seek injunctive relief in a Nevada court for protective order. Distributor shall indemnify, defend and hold harmless Customer from any claims or actions, including all associated costs and attorney's fees, regarding or related to any demand for the disclosure of Distributor documents in Customer's custody and control in which Distributor claims to be confidential and proprietary.

7. **Taxes.** Customer is exempt from any Nevada state taxes and a letter from the Nevada Department of Taxation can be provided if requested.

8. **Costs.** Should it become necessary for either party to take action to collect any sums due or enforce any provisions hereunder, the prevailing party shall be entitled to all costs and expenses of collection, including, without limitation, reasonable attorneys' fees and court costs, and subject to Customer's available unencumbered budget appropriations for this Commitment Agreement.

9. **Credit.** Distributor's obligation to extend credit to Customer is contingent upon Customer's initial and continued qualification under Distributor's credit policy.

10. **Ordering.** Customer may place orders for Products with Distributor via electronic data interchange (EDI), internet e-commerce or facsimile twenty (24) hours per day. Customer may place orders for Products with its Distributor account manager or by telephone to Distributor's

customer service center from 8:00 a.m. to 4:30 p.m. (local time for servicing distribution centers), Monday through Friday (excluding the following holidays: Christmas, New Year's Day, Thanksgiving Day and the day after, Memorial Day, the Fourth of July, and Labor Day). Customer Service may be reached at 1-800-633-5463 (1-800-MEDLINE). Local cut-off time for next business day delivery is 1:00 p.m.

a. Orders for Non-Stock Items. Customer that places an order for a Non-Stock Item shall be notified by Distributor of the likely timing for receipt of such Non-Stock Item and shall have such Non-Stock Item stocked for future orders.

b. Non-Business Hour Emergencies. Orders for emergency deliveries shall be accepted by Distributor twenty-four (24) hours a day, seven (7) days a week. Customer shall be provided with the phone number, pager number and voice mail number of the Distributor representative designated for taking and handling its emergency orders.

11. **Minimum Orders.** There shall be no minimum order requirements for Products under this Commitment Agreement.

12. **Product Substitution.** With the consent of Customer, Distributor shall work with Customer to establish a list of mutually acceptable product substitutes for Products that are Stock Items. These substitutes shall be utilized only in the event a Product is backordered or out of stock and cannot be delivered to Customer pursuant to Section 14 hereof. Distributor shall substitute, if deemed necessary, backordered or out of stock items with a Contract Product if one is available that is comparable in quality and cost and with pre-approval of Customer. Where Distributor is at fault, the cost of a substitute Product from Distributor shall not exceed the cost of the ordered Product. Where Distributor is at fault, if a substitute Product is not available from Distributor and a competitive product must be purchased by Customer at a higher net cost, including freight, as a substitute for the ordered Product, Distributor shall reimburse Customer for the additional cost incurred except Distributor will not be required to reimburse Customer to the extent such additional cost exceeds an amount equal to twenty-five percent (25%) over the manufacturer's listed HPG contract price. Distributor shall not be required to pay such additional cost for each such Product substitution for any period in excess of sixty (60) days upon notice to Customer of the backorder or out of stock Product. If requested by Customer, Distributor shall assist Customer in finding a substitute Product.

13. **Stock Item Requirements.** Distributor agrees to maintain as a Stock Item any Product required by Customer for a period of at least three (3) months provided that:

a. The Product is already stocked in the Distributor's local distribution center, or

b. Customer's usage is greater than one-third (1/3) of a single case per month, or

c. Customer purchases the item more than twice (2x) per month at Customer's requested unit of measure or at least an aggregate of four (4) times per month by Customer purchasing from the same distribution center (provided that, if Customer is making such request for addition, any Vendor's ordering unit of measure is depleted in a three (3) month time frame), or

d. Any such other Product as mutually agreed upon by Distributor and Customer.

After the three (3) month period, if such Product does not qualify as a Stock Item, then Distributor shall no longer have the obligation to maintain such Product as a Stock Item. Distributor shall

meet with Customer to determine whether Customer is continuing to use such Product and, if not, Customer agrees to purchase any remaining inventory up to the three (3) month supply originally communicated.

14. **Backorders and Out of Stock Products.** Distributor shall use commercially reasonable efforts to minimize backorders and out of stock Products. Distributor shall provide Customer with notification of backorders of Products and out of stock Products at the time of order by Customer. In the event a Product ordered by Customer is on backorder or out of stock and such Product is available from an alternative distribution center of Distributor, then such Product shall be automatically shipped, to Customer unless specifically deemed unnecessary by Distributor and Customer from the alternative distribution center at no additional charge, unless any of the following apply: (a) Customer's purchases of such Product have exceeded one hundred twenty-five percent (125%) of the prior month's purchases of such Product, (b) the Product is a Non-Stock Item, or (c) the backorder is due to the supplier or supplier backorder of such Product; then in such event, the freight charge shall be with best efforts, identified in advance and, if approved, paid by Customer. Distributor agrees if it backorders an HPG Minority and Women-Owned Business Enterprise (MWBE) Vendor product, and the HPG MWBE Vendor disputes that the product is on backorder, Distributor will work in good faith with the MWBE Vendor to resolve the product availability issues within the following thirty (30) calendar days of notice.

15. **Delivery Times.** For Products to be delivered on the next scheduled delivery day, orders must be received by 3:00 p.m. on the previous business day in the time zone of Customer. Specific delivery days and times shall be agreed upon and listed in Attachment C by Customer and the appropriate Distributor service center, based upon Customer's needs.

16. **Deliveries of Non-Stock Items.** Distributor shall deliver Products that are Non-Stock Items which Customer accepts when placing the order and receives confirmation that such Product is a Non-Stock item, and will be delivered as follows: (a) within fourteen (14) days of receipt of an order for Non-Stock Items within Distributor's distribution center network, or (b) within twenty-one (21) days for Non-Stock Items outside of Distributor's distribution center network, provided the Product is available within such timeframe from the supplier or manufacturer.

17. **Remedies for Late Deliveries.** If Distributor is unable to deliver Products within the time periods specified in this Commitment Agreement and/or applicable order, Customer shall have the right to either cancel the order, in whole or part, to accept alternative delivery dates, or to order a replacement from another source, in addition to any other rights of Customer arising under this Commitment Agreement or by law. If Distributor backorders Products for any order or portion thereof which it is unable to ship for delivery within the required time period, and Customer does not cancel such order, or portion thereof, any incremental expedited freight charges associated with shipment of the Products that are backordered shall be paid by Distributor, even if Customer requested such expedited shipment.

18. **Remedies for Non-Timely Delivery.** In the event Distributor delivers a particular order of Products to Customer earlier than one (1) hour before or later than one (1) hour after the scheduled delivery time as mutually agreed upon by Distributor and Customer for such order, provided that Customer was not given notice prior to scheduled delivery time and provided delivery timeframe was missed due to no occurrence outside the reasonable control of Distributor, then the Distributor shall pay Customer a credit in the amount of [redacted] hundred dollars ($[redacted]) within fifteen (15) days.

19. **Packaging.** Distributor assumes all responsibility for proper packaging of Products for safe

shipment to Customer, in accordance with both the packing and shipping regulations of the transportation service provider, and also, if applicable, the packaging, marking, labeling and shipping paper requirements of the United States Department of Transportation's Hazardous Material Regulations.

20. **Shipping.** For regularly scheduled deliveries, pursuant to Section 18 of this Attachment B, Products shall be shipped F.O.B. Destination, on all orders of Products located at Customer's primary shipping branch in the continental United States at no additional charge to Customer. Freight charges will be added to Non-Stock orders and emergency overnight shipments unless such orders can be delivered as part of the next regularly scheduled delivery. Stock products where usage was in excess of [redacted] ([redacted]) of the prior month's purchases of such Product, of communicated forecast which are stock transferred or shipped overnight will have applicable freight charges added. F.O.B. Destination, Freight Prepaid and Added on all orders shipped to participants outside the continental United States. The following additional terms apply, if applicable:

a. Any order for Products that are Non-Stock Items or Stock Items that require expedited delivery as requested by Customer shall be ground shipped (or air shipped if requested by Customer), F.O.B. Destination, Freight Prepaid and Added, and billed to Customer with no markup on freight cost.

b. Stock Items ordered that are distributed from an alternate distribution center due to the fault of the Distributor will not incur any freight and shipping charges.

c. If a Non-Stock Item is delivered to Customer on Customer's regularly scheduled delivery, then no freight or shipping charges will apply.

d. If a Non-Stock or Non-Contract item can be placed on Customer's delivery schedule, then no additional freight charges will apply.

e. When Customer will incur freight charges under this Section, Distributor shall ship such Products utilizing the best shipping rate available to Distributor for Customer.

f. Distributor agrees to include on every shipment to Customer a packing list detailing all items included in such shipment.

g. Distributor agrees to make available to Customer, upon Customer's request, copies of delivery receipts signed by representatives of Customer or other documents evidencing proof of delivery on any shipment for at least one hundred twenty (120) days following date of shipment.

h. If Distributor obtains a Stock Item from an alternate distribution center, Distributor will not charge any freight to Customer.

i. Emergency overnight deliveries and emergency drop shipments that are not the fault of Distributor will be charged [redacted] dollars ($[redacted]) plus actual shipping and delivery costs incurred and orders of capital equipment will be charged actual freight. Notwithstanding the foregoing, Distributor shall provide Customer with a waiver of the foregoing $[redacted] fee on five (5) emergency deliveries or drop shipments during each contract year of the Term. Title to and risk of loss of Products distributed under this Commitment Agreement shall pass from Distributor to Customer upon delivery by Distributor to Customer's loading dock or other mutually agreed upon delivery location

of Customer.

21. **Third Party Freight Management Service.**

If Customer notifies Distributor that it wishes to use a particular freight management service for delivery of Products, Distributor will mutually agree to discuss this request with Customer.

22. **Distributor's Performance Service Level Requirements.**

a. Fill Rate - Fully Adjusted Commitment. Distributor agrees to maintain a monthly Fill Rate-Fully Adjusted for all distribution centers for orders from Customer that has provided pre-defined usage of at least ninety-eight and one half percent (98.5%).

b. Fill Rate - Fully Adjusted Compensation. If the monthly Fill Rate-Fully Adjusted for Customer is less than 98.5% for any particular month and is not caused by a delivery failure of an HPG Vendor, Distributor agrees to issue to Customer within forty-five (45) days following the end of the applicable quarter, a credit equal to 0.25% (25 basis points) of the Distributor Mark-Up dollars for each percentage point of portion thereof less than 98.5% multiplied by the total net amount paid by Customer to Distributor for Products during the applicable quarter. By way of example, if the monthly Fill Rate-Fully Adjusted for Customer is 97.5% for a particular month and such Customer's total net amount paid to Distributor for Products during the applicable quarter is $10,000.00, then Distributor shall issue to Customer a rebate in the amount of [redacted] within forty-five (45) days following the end of the applicable quarter.

c. Additional Remedies - Termination by Customer. In addition to the remedies set forth above, in the event that the Fill Rate-Fully Adjusted for Customer falls below ninety-five percent (95%) in any two (2) consecutive calendar months or twice (2x) in any six (6) month period ("**Service Level Minimum**"), Customer may provide written notice to HPG and Distributor of Distributor's failure to meet or exceed the Service Level Minimum. Upon such written notice, Distributor shall respond to HPG by telephone within two (2) business days of the complaint. At HPG's request, if the problem continues to exist, HPG will call a meeting, at Distributor's expense, which meeting shall consist of a representative of Distributor, a representative of HPG and a representative of Customer to resolve the disputes. Distributor shall have a cure period of sixty (60) days from the date of such written notice to meet or exceed the Service Level Minimum of Customer. In the event that Distributor fails to meet or exceed the Service Level Minimum for the second thirty (30) day period during such cure period, Customer may immediately terminate its participation under the Commitment Agreement.

23. **Inspection.** All Products shall be subject to inspection and approval upon receipt by Customer. Any Products which do not comply with Customer's purchase order, including quantities and delivery time; in any way fail to comply with the warranties provided under this Commitment Agreement or with applicable law; or are damaged in shipment, whether discovered at time of receipt or at a later time, may be rejected by Customer, irrespective of the date of payment. Customer may hold any Product rejected for reasons described herein pending Distributor's instructions, or Customer, at Customer's option, may return such Products to Distributor at Distributor's expense, F.O.B. Origin, Freight Prepaid.

24. **Payment Terms.** Unless otherwise specified herein or as agreed between the parties, Customer shall pay Distributor via check, wire transfer or electronic funds transfer. Distributor shall work

with Customer to determine the payment schedule and payment terms that Customer elects for purchases of Products under this Commitment Agreement. The payment schedule options available to Customer are either (a) invoice payment schedule (i.e., invoice for each purchase order), or (b) statement payment schedule (i.e., a group of invoices over a certain designated time period that are paid at one time). The payment term options available to Customer are listed in Attachment A which are the following net payment terms measured from date of invoice or statement: (i) thirty (30) day prepay, (ii) fifteen (15) day prepay, (iii) Net 15 days, (iv) Net 20 days, (v) Net 30 days, (vi) Net 45 days, and (vii) Net sixty (60) days. Increases or decreases to distribution fees related to the elected terms are provided in Attachment A. However, Distributor will notify Customer if it is not complying with the payment terms under this Commitment Agreement, and work with Customer to move it to the applicable payment term markup.

Customer agrees to pay Distributor for the performance of services described in this Commitment Agreement for the not-to-exceed amount of **$18,500,000 per year**.

25. **Indemnification.** Distributor agrees to indemnify and hold Customer, its officers, directors and affiliates harmless from any damages, loss, liability or expense (including, without limitation, reasonable expenses of investigation and reasonable attorneys' fees) arising out of its performance under this Commitment Agreement which is caused by Distributor's negligent acts or omissions, except to the extent such liabilities arise out of the fault of the Customer or any third party. To the extent expressly authorized by Nevada law, Customer agrees to indemnify and hold the Distributor, its officers, directors and affiliates harmless from any damages, loss, liability or expense (including, without limitation, reasonable expenses of investigation and reasonable attorneys' fees) arising out of its performance under this Commitment Agreement or use of Products purchased hereunder which is caused by Customer's negligent acts or omissions, except to the extent such liabilities arise out of the fault of the Distributor or any third party.

26. **Warranty of Non-Exclusion.** Distributor and Customer each represent and warrant to the other that such representing party and its directors, officers, and key employees (a) are not currently excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 USC § 1320a-7b(f) (the "**Federal Healthcare Programs**") and (b) have not been convicted of a criminal offense related to the provision of healthcare items or services but have not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal Healthcare Programs.

27. **Merger and Amendment.** This Commitment Agreement and the Master Distribution Agreement shall terminate and supersede any existing agreement involving Distributor and Customer 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. Upon termination of the Master Distribution Agreement without any replacement agreement, this Commitment Agreement shall also terminate.

28. **Custom Product Inventory Purchase Upon Termination.** In the event of termination of this Commitment Agreement by either party for whatever reason, Customer shall purchase all Custom Products on order with Distributor, in transit to Customer, or held in inventory by Distributor at Customer's request based upon agreed upon stocking levels. In the event of termination of this Commitment Agreement by Distributor for Cause, Customer shall also purchase any other Products in transit or held in inventory by Distributor specifically for Customer to support its requirements. In the event of termination of this Commitment Agreement by HPG for Cause, or termination by Customer for Cause, Customer shall not be required to

purchase any Products, including, without limitation any Products in Distributor's inventory or in transit to Distributor, except for Custom Products ordered by Distributor or in Distributor's inventory. Should Distributor terminate for Cause, Customer agrees to purchase all Custom Products up to ninety (90) days on hand plus manufacturing inventory/work in process.

29. **Business Review.** Distributor and Customer shall establish a schedule for holding business reviews to review Distributor's performance hereunder. Customer will indicate the frequency of such review on Attachment C. During each business review, Distributor will provide all Mandatory Reports (as defined in Section 30) and review any issues arising under this Commitment Agreement.

30. **Mandatory Reports.** Each of the following reports (the "**Mandatory Reports**") will be generated either at the Customer or Group/IDN level and provided during each business review to Customer. For Group/IDN's, Customer's information will be provided, including a roll-up report.

a. A Standardization Opportunity Report. Distributor will identify Standardization or SKU rationalization opportunities and the cost savings associated therewith. A Standardization Opportunity Report will be generated at the Customer or Group/IDN level and provided during the business review. The report compares purchase history to the suggested rationalization item, which measures the overall conversion success.

b. Total Purchase History. Total roll-up sales, by month for prior year and current year-to-date.

c. Total Purchase History by Category. Total sales by Contract Product, Non-Contract Product and HPG Vendor Agreement sales.

d. Trend Analysis Report. A line graph showing sales trend, by month, for Reports (b) and (c) above.

e. Backorder Report. Monthly and year-to-date.

f. Purchase Trend Analysis. A line graph of month-to-month purchases for the prior year and year-to-date.

g. Fill Rate Report/Distributor's Performance Service Level Requirements. Monthly and year-to-date.

h. Days Sales Outstanding (DSO) Report. Monthly and year-to-date.

i. Shipping and Handling. Spend report by category (e.g., Shipping Charges: overnight, standard, non-standard, drop ship, etc., and Handling Charges: IPF 1, IPF 4, etc. by month and year-to-date).

j. Quality Performance Analysis. Report showing number of damaged goods, delivery errors, pricing errors, defective materials, order errors-customer, short date items, transportation errors and other agreed upon metrics requested by Group/IDN.

k. Non-Timely Delivery Report. Monthly and year-to-date.

l. Other. Distributor agrees to provide mutually agreed upon reports upon reasonable request and in a mutually agreed upon format to Customer.

31. **Discounts.** Any funds, discounts or resources provided by Distributor to Customer hereunder may be a "discount or other reduction in price" pursuant to the Medicaid and Medicare Fraud and Abuse Act (including regulations thereto) and certain state regulations. Accordingly, Customer shall

disclose as required by law any such discount or other reduction in price it receives and reflect it appropriately in any costs or charges claimed under any state or federal program which provides cost- or charge-based reimbursement for the products and services covered by this Commitment Agreement. Distributor shall provide appropriate notices to Customer of the value of any such funds, discounts or resources.

32. **Termination by Customer.** Customer shall have the right to terminate this Commitment Agreement, with or without cause, upon ninety (90) days written notice to Distributor and by taking the following steps:

a. Provide to Distributor and HPG a termination notice, indicating the reason (service or strategic) for the requested change.

b. 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.

c. If for cause, 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 the Customer's satisfaction.

d. 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 or if requested by Customer.

e. In accordance with Subsection (c) above, if, after thirty (30) days following Customer's notice to Distributor, Customer elects to proceed with terminating its Commitment Agreement with Distributor, then Customer shall so notify HPG and Distributor of the effective date of termination, and shall work with HPG, Distributor and the newly authorized distributor, if applicable, to develop a written transition plan and begin the change process.

f. During the transition process, Distributor will charge Customer its price in effect on the date of Customer's termination notice to Distributor for purchases of Products under this Commitment Agreement. Customer will also receive full compliance credit for all purchases from Distributor during the transition.

g. At the conclusion of the transition process, Customer, Distributor, Customer's newly authorized distributor, if applicable, and HPG will meet to close the process. The process should include satisfactory reduction of Distributor's inventory for Customer.

33. **Assignment.** No assignment of rights, duties or obligations of this Commitment Agreement shall be made by either party without the express written approval of a duly authorized representative of the other party.

34. **Governing Law/Venue.** Nevada law shall govern the interpretation and enforcement of this Commitment Agreement with Clark County, Nevada as the exclusive venue of any action or proceeding related to or arising out of this Commitment Agreement.

35. **Publicity.** Neither Customer nor Distributor 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 Commitment Agreement without the prior written consent of the other party.

36. **Relationship of Parties.** None of the provisions in this Commitment 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 Commitment 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 venture of the other, nor shall either party represent to any other person or entity that the relationship created by this Commitment Agreement is anything other than as described in this Section.

37. **Budget Act and Fiscal Fund Out.** In accordance with the Nevada Revised Statutes (NRS 354.626), the financial obligations under this Commitment 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 Commitment 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 Commitment Agreement. Customer agrees that this Section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to this Commitment Agreement. In the event this Section is invoked, this Commitment 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.

38. **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.

39. **Notices.** All notices required under this Commitment Agreement must be submitted in writing and delivered by U.S. mail, postage prepaid, certified mail, facsimile, electronic mail or by hand delivery, and directed to the appropriate party as follows:

Customer: University Medical Center of Southern Nevada
Attn: Contracts Management Department
1800 W. Charleston Blvd.
Las Vegas, NV 89102

Distributor: Medline Industries, Inc.
Attn: Dan Bartlett, Sales Representative - Acute Care
One Medline Place
Mundelein, IL 60060

[Signatures 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.

Participant:	**Distributor:**
	John Abele
Signature	Signature
	JOHN ABELE VICE PRESIDENT, CORPORATE SALES
Name/Title	Name/Title
	1-9-20
Date	Date

University Medical Center of Southern Nevada
Facility Name

1800 W. Charleston Blvd., Las Vegas, NV 89102
Facility Address

The following persons shall be the contact persons for Customer and Distributor.

Participant's Principal Contact Person	**Distributor Principal Contact Person**
Douglas Moser	Dan Bartlett
Name	Name
702-383-3871	702-419-6011
Phone	Phone
Fax	Fax
Douglas.Moser@umcsn.com	DBartlett@medline.com
Email	Email

Attachments attached:

- [X] Attachment A: Net Markup Worksheet
- [X] Attachment B: List of Facilities
- [X] Attachment C: Delivery Days, Delivery Time and Business Review Schedule

PRIMARY COMMITMENT AGREEMENT — ACUTE CARE & SURGERY CENTER
Medical/Surgical Products Distribution Services
Attachment A

Distributor: Medline Industries, Inc.

Base Payment Terms

Base Payment Terms**	Prepay 30	Prepay 15	Net 15	Net 20	Net 30	Net 45	Net 60
*Acute Care	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
Surgery Center (s)	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
Group Commitment Incentive							[redacted]
CPT Commitment Incentive							[redacted]
Suture Product/Endo Product Commitment Incentive							[redacted]
Annual Volume Commitment Incentive:							
$25-$50M							[redacted]
$50-$75M							[redacted]
>$75M							[redacted]
Net Mark Up							[redacted]
No Distribution Mark Up Added to Distributor Brand Name Products							[redacted]

****Base Payment Terms:** Based on Vendor's shipped Unit of Measurement (UOM) packaging when Product is shipped to Distributor by Vendor; if Customer orders a Product from Distributor in a lower UOM, then the applicable bulk break down charges listed under "Additional Distribution Services" herein will apply to said order.

The Following HealthTrust Agreements are considered Janitorial/Sanitation (Jan/San) Categories^:

- Heritage Bag, Can Liners
- 3M, Housekeeping Chemicals & Floor Care (EVS)
- Diversey, Housekeeping Chemicals & Floor Care (EVS)
- Grand Technology, Housekeeping Chemicals & Floor Care (EVS)
- Georgia Pacific, Paper Products

^ List is subject to change with ninety (90) days prior notification to HealthTrust.

Additional Distribution Services	
Bulk Delivery Services	**Fee %**
1. PO Segregation: PO's within each ship-to department will be separated and clearly marked per pallet.	[redacted]
2. Bulk break down charges (Example: Case to Each) [redacted] for each break; capped at [redacted].	[redacted]
3. Increased Weekday Delivery Days.	[redacted]
4. Weekend Deliveries (per day).	[redacted]
Low-Unit-of-Measure (LUM) Distribution Services	[redacted]
Additional Services/Products	**Fee %**
Non-Contract Item Purchases	[redacted]
Non-Traditional Products, Hazardous Materials, Jan/San Products^	[redacted]
Fee Structure	
All Distribution Service Fees listed above are additive to the listed Base Payment Terms.	

PRIMARY COMMITMENT AGREEMENT
Medical/Surgical Products Distribution Services
Attachment B

Distributor: Medline Industries, Inc.
Facility: University Medical Center of Southern Nevada
Date: January 1, 2020

List of Facilities Constituting Group*

Name	GPOID	Address	Contact Person
University Medical Center of Southern Nevada	41486	1800 W. Charleston Blvd., Las Vegas, NV 89102	Douglas Moser

* "Group" shall be defined as an entity or segment of such entity that owns or controls at least five (5) Participants. In the event a Participant consists of several distinct entities, it may be divided into more than one Group so long as no single Group consists of less than five (5) Participants. However, (a) each distinct Participant may not belong to more than one Group, with each Participant being specifically identified in the Commitment Agreement; and (b) any designated representative signing the Commitment Agreement on behalf of each member of such Group must demonstrate the necessary authority to do so to the reasonable satisfaction of Distributor.

University Medical Center of Southern Nevada is not considered a Group.

PRIMARY COMMITMENT AGREEMENT
Medical/Surgical Products Distribution Services
Attachment C

Distributor: Medline Industries, Inc.
Facility: University Medical Center of Southern Nevada
Date: January 1, 2020

1. **Agreed Upon Delivery Days**

   - [X] **Monday**
   - [X] **Tuesday**
   - [X] **Wednesday**
   - [X] **Thursday**
   - [X] **Friday**

2. **Agreed Upon Delivery Time 6:00 AM AM or PM**

3. **Business Review Schedule**

   - [X] **Monthly**
   - [ ] **Quarterly**
   - [ ] **Semi-Annual**
   - [ ] **Annual**

December 23th, 2019

Kristine Sy
Contracts Specialist
University Medical Center of Southern Nevada
1800 W. Charleston Blvd.
Las Vegas, NV 89102

Re: Request for competitive bidding information regarding Med-Surg Distribution.

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 Med-Surg Distribution. 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 are 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 on-line 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 Med-Surg Distribution category. HealthTrust issued RFPs and received proposals from identified suppliers. Contracts were executed in October 2018 with Medline, Cardinal, Owens & Minor, Concordance and CME Corp.

I hope this satisfies your request. Please contact me with any additional questions.

Sincerely,

Craig Dabbs
Account Director, Member Services

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	☐ ESB
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: Est. 10

Corporate/Business Entity Name:	MEDLINE INDUSTRIES, INC.	
(Include d.b.a., if applicable)		
Street Address:	3 LAKES DR	**Website:** WWW.MEDLINE.COM
City, State and Zip Code:	NORTHFIELD, IL 60093	**POC Name:** JOHN ABELE **Email:** JABELE@MEDLINE.COM
Telephone No:	415-601-5646	**Fax No:**
Nevada Local Street Address: **(If different from above)**	N/A	**Website:** N/A
City, State and Zip Code:	N/A	**Local Fax No:** N/A
Local Telephone No:	N/A	**Local POC Name:** N/A **Email:** N/A

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.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
AJM EXEMPT TRUST A U/A/D 12/15/86	Shareholder	6.51%
AJM EXEMPT TRUST B U/A/D 12/15/86	Shareholder	5.87%
ANDREW GST TRUST U/A/D 12/31/02	Shareholder	5.13%
CHARLES MILLS-S TRUST NO. 3	Shareholder	32.75%
MARGARET DORA BAKER TRUST	Shareholder	10.61%
NMB 2004 TRUST	Shareholder	12.67%
WDA 2016 EXEMPT TRUST C	Shareholder	12.33%

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 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 — JOHN ABELE (Print Name)

VP Corporate Accounts (Title) — 1-9-20 (Date)

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD AUDIT AND FINANCE COMMITTEE
AGENDA ITEM

Issue:	**Agreements for the Nuclear Medicine Room project with Siemens Medical Solutions USA, Inc.**	**Back-up:**
Petitioner:	Jennifer Wakem, Chief Financial Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board Audit and Finance Committee review and recommend for approval by the Governing Board the agreements related to the Nuclear Medicine Room project with Siemens Medical Solutions USA, Inc.; and take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund #: 5430.011 and 5420.000
Fund Name: Clark County Capital Equipment Transfer and UMC Operating
Fund Center: 3000999901 and 3000716100
Funded Pgm/Grant: N/A
Description: Agreements for the purchase and installation of Symbia EVO nuclear camera systems
Out Clause: Budget Fund Out for Service
Bid/RFP/CBE: GPO - NRS 450.525 & NRS 450.530
Term: 7 Year Service Agreement
Amount: $2,710,802.00 See below for full breakdown
Out Clause: Budget Act and Fiscal Fund Out

BACKGROUND:

These agreements are for the purchase and installation of two new Symbia EVO nuclear camera systems for UMCSN's Radiology department. These replacement nuclear cameras are necessary due to increased volumes and already being at capacity and to replace a damaged camera. The purchase will allow UMCSN to increase volumes, decrease exam backlog and improve image quality for the radiologist. This project effort includes redesign of two Nuclear Medicine rooms to accommodate regulation-compliant installation of the new equipment and provide an improved flow for patients and clinicians.

The agreements include:

- quote for the purchase of the two new Symbia EVO nuclear camera systems ($774,936.00);
- Service Agreements for each of the Symbia EVO nuclear camera systems ($526,806.00 total for one free warranty year plus seven years of additional coverage); and

Respectfully submitted,

Jennifer Wakem
Chief Financial Officer

Cleared for Agenda
Date

Agenda Item #
16

- Design Construction Services proposal ("DCS") for site modifications required for the installation of the new equipment ($1,409,060.00).

Under the DCS proposal, Siemens will facilitate construction for the installation of the Symbia EVO nuclear camera systems including tenant improvement modifications to the existing Radiology suites to accommodate the equipment and facilitate traffic flow. Siemens will be required to follow the prevailing wage and bonding requirements found in Nevada Revised Statutes 338.

Siemens currently holds a valid Clark County business license.

Director of Radiologic Services has reviewed the agreements and recommends approval by the Governing Board.

These agreements have been approved as to form by UMC's Office of General Counsel.

SIEMENS

Healthcare

Design Construction Services

Proposal No. 20-54-1045/46-2
PWP-CL-2020-225
NV License #0079478

January 10, 2020

University Medical Center
1800 West Charleston Blvd.
Las Vegas, NV 89102

RE: Site modifications for the installation of medical equipment by
Siemens Medical Solutions USA, Inc. Symbia EVO (Nuclear Medicine Rooms #1 and #2)

This Scope of Work was developed after a site visit was performed by JMB Construction. Site-specific drawings will be produced upon receipt of your purchase order. Equipment requirements were based on a set of Siemens typical drawings. Please review the attachments listed below:

Scope of Work
Schedule of Values
Siemens typical drawing # 15051

Siemens is pleased to present the extended installation combined proposal base price of **$1,309,060.00 (one million three hundred nine thousand sixty dollars and zero cents)**, which includes which includes taxes, permit fees and bonds outlined in the attached Scope of Work outlined in the attached Scope of Work.

Payment terms:
10% Down
80% at Equipment delivery and installation date
10% Project substantial completion

This price is based on our knowledge of the equipment, an initial inspection of the site and the enclosed Scope of Work. Any additions or deletions to the Scope of Work will be presented as a Change Order to the contract.

Siemens will contract with JMB Construction for the modifications outlined to accommodate the quoted Siemens equipment. This quotation is valid for 120 days from the date of this letter.

Please be advised that the enclosed Scope of Work represents the confidential information of Siemens (collectively, the "Confidential Information") and is subject to the Nevada Public Records Act (NRS 239). You may not copy, reproduce, distribute, disclose, summarize or disseminate in any way or form any of the Confidential Information except to your own employees who have a reasonable need to know the Confidential Information for purposes of evaluating Siemens' proposal, and who are advised as to the confidential and proprietary nature of the Confidential Information and the restrictions on use or unless otherwise required under NRS 239. You may use the Confidential Information solely for the purpose of evaluating Siemens' proposal to provide the

services outlined in the Scope of Work, and you shall treat the Confidential Information with the same degree of care to avoid disclosure to any third party as is used with respect to your own information of like importance which is to be kept secret.

To acknowledge your understanding of the Scope of Work, and the terms set forth in this letter as well as your acceptance of the Client General Conditions for Construction, please sign the last page of this document and return originals along with your purchase order to Siemens' Design and Construction Services at the address indicated on the letterhead below.

Siemens thanks you for this opportunity and looks forward to completion of a successful project.

Sincerely,



Robert Hamm, PMP
Director, Design Construction Services
Siemens Medical Solutions USA, Inc.

Scope of Work

The following combined Scope of Work detailed in DCS Proposal No.20-54-1045/46 dated, January 9, 2020, defines the extended installation necessary to facilitate the placement of Siemens Medical Solutions Symbia Evo's in nuclear medicine procedure Rooms #1 and #2 at University Medical Center Las Vegas. The Scope of Work is based on Siemens typical drawing #1505, and site conditions observed during a site walk on August 28, 2019. The scope and price are subject to change if site conditions change prior to the begin of construction. Site-specific preliminary equipment drawings were not available at issuance of this proposal.

Scope of Work: Room 1 and Ancillary Spaces

Siemens DCS contractor shall provide tenant improvement modifications to the existing Nuclear Med #1 and ancillary spaces to accommodate new medical equipment. This includes selective demolition, wall assemblies, ceiling assemblies, paint, flooring, mechanical, plumbing and electrical installation. This proposal is based on current power, plumbing, HVAC and fire protection installations being adequate to support the new equipment.

Scope of Work: Room 2

Siemens DCS contractor shall likewise concurrently provide improvements to existing nuclear medicine Room #2. Work on this portion of the project includes selective demolition, wall assemblies, ceiling assemblies, paint, flooring, mechanical, plumbing and electrical modifications. This proposal assumes that the current power, plumbing, HVAC and fire protection installations in all project areas are adequate to support the new equipment in all areas of work. All bidding has been done in accordance with the Siemens Healthineers typical medical equipment drawings. The Contractor's bid is in conformance with the 2018 FGI Guidelines. This proposal is contingent upon approval of JMB Bid Nos. 019-144.2 to run concurrently with JMB Bid No. 019-144.1. Price confirmation will be necessary upon receipt of site-specific final drawings, a complete Physicist's Report, and completed construction drawings.

Division 0: Special Sections

1. Engineering Design
   - 1.1. Structural, M.E.P. engineering fees and drawings required for the project are included.
   - 1.2. Provide up to three (3) design modifications to meet customer approval.
   - 1.3. Maintain "as-built" field drawings depicting red lined field changes.
   - 1.4. Provide three (3) sets of final extended installation (non-bid) documents.

2. Preliminary Design and Extended Installation Duration
   - 2.1. Engineering Drawings: 8 weeks
   - 2.2. Drawing Review: 6 weeks (estimated)
   - 2.3. Permitting – 3-4 weeks (estimated)
   - 2.4. Extended Installation: 12 weeks
   - 2.5. Anticipated start date is Month, Day, Year TBD

Division 1: General Requirements

1. The summary of work includes all general trade work, mechanical work, and project management needed for the renovation of the medical equipment suite.
2. Provide full time superintendent.
3. Provide general liability insurance.
4. Provide transportation, handling, storage and protection for all contractor provided materials and equipment.
5. All work is to be performed in one phase during normal working hours from 7:30 a.m. to 3:30 p.m. Off-hours work is included for noise abatement and utility shutdowns only. Weekend work or overtime is excluded.
6. Any item(s) to be salvaged by the owner are to be removed by the owner from the site before work begins.
7. The owner is to provide clear, unrestricted access from the loading dock to the work site for contractor material deliveries.
8. Owner-provided public parking on site is limited on a first come/first serve basis and may be utilized by contractor. Use of parking spaces in an auxiliary lot for construction workers will be permitted.
9. The use of owner's facilities and utilities shall be permitted during work.
10. Provide for daily broom cleaning of the job site and debris removal and appropriate disposal.
11. Contractor shall provide dumpsters for disposal of construction debris and materials.
12. Final cleaning is included. Final clinical cleaning / waxing of floors is excluded.
13. Infectious control standards shall comply with owner's standards.
14. Comply with utility interruption policies.
15. Comply with orientation and clearance programs.
16. Comply with OSHA requirements.
17. Maintain an up to date copy of construction documents with redlined as built conditions.
18. Taxes are included.
19. Close out documents will be presented at project completion upon receipt of owner signed substantial completion form.
20. All warranty claims for the Project will be directed to the contractor awarded the work for the Project. Siemens offers no specific warranties for work performed other than specific warranties agreed to by the contractor and subcontractors who perform the work, and warranties with respect to the Medical Equipment manufactured by Siemens. Siemens agrees to provide the Client with names and telephone number of contact person for all such claims. Standard manufacture warranty is one year on workmanship and materials.

Division 2: Site Work

1. Demolition and proper material disposal on the interior of the space as required for accommodating the new Room #1 layout and ancillary spaces are included. This includes wall assemblies, ceiling assemblies and flooring.
2. Provide all necessary saw cut, core drill and removal required for the installation of the medical equipment conduits and chases.

Division 2: Site Work (continued)

3. Provide all necessary saw cut, core drill and removal required for the installation of the medical equipment conduits and chases for Room #2 renovation.
4. Work associated with unforeseen obstacles (i.e. structure, electric, plumbing or mechanical) is excluded and if required, shall be added to the project scope and price via change order.

Division 3: Concrete

1. Provide replacement of previously removed concrete slab sections as required per Siemens equipment specifications.

Division 4: Masonry NA

Division 5: Metals

1. Provide replacement of previously removed concrete slab as required.
2. This proposal is based on the existing room structure being adequate for the new system requirements. If required, changes shall be added to the project scope and price via change order.
3. Provide structural support systems to allow for the medical equipment installation.
4. Structural metals other than those specifically stated in this proposal are excluded.
5. Seismic anchoring is excluded.
6. Structural metals other than those specifically stated in this proposal are excluded.

Division 6: Wood and Plastics

1. Furnish and install plastic laminate, tall storage cabinets with adjustable shelves in nuclear medicine Room #1. Laminate color to be selected by the Owner from standard color selections.
2. Furnish and install plastic laminate workstation countertop with corbel supports at nuclear medicine Room #1. Laminate color to be selected by Owner from standard color selections.
3. Furnish and install plastic laminate sink base cabinet at nuclear medicine Room #1. Laminate color to be selected by Owner from standard color selections.
4. Furnish and install plastic laminate countertop with open knee space and sink base cabinet below at Stress Test. Laminate color to be selected by Owner from standard color selections.
5. Furnish and install plastic laminate tall storage cabinets with adjustable shelves at Corridor. Laminate color to be selected by Owner from standard color selections.
6. Modifications to existing (if any) or additional millwork are excluded.
7. Furnish and install plastic laminate tall storage cabinets with adjustable shelves at nuclear medicine Room #2. Laminate color to be selected by the Owner from standard color selections.
8. Furnish and install plastic laminate workstation countertop with corbel supports at nuclear medicine Room #2. Laminate color to be selected by Owner from standard color selections.
9. Furnish and install plastic laminate sink base cabinet at nuclear medicine Room #2. Laminate color to be selected by Owner from standard color selections.

Division 7: Thermal and Moisture Protection

1. Furnish and install batt insulation at all new wall assemblies.
2. Furnish and install Monokote fireproofing to new structural steel members.

Division 8: Doors, Frames, Hardware and Windows

1. Furnish and install six (6) new hollow metal door frames to accommodate new suite layout. This includes Three (3) 4'0 x 7'0 door openings, one (1) 3'0 x7'0 pair opening and two (2) 3'4 x 7'2 barn door openings.
2. Furnish and install four (4) paint grade steel doors to accommodate new suite layout. This includes three (3) 4'0 x 7'0 door openings and one (1) 3'0 x7'0 pair opening.
3. Furnish and install Two (2) paint grade wood doors to accommodate new suite layout. This includes two (2) 3'4 x 7'2 barn door openings.
4. Furnish and install auto openers at two (2) controlled access openings at corridor into suite.
5. Furnish and install one (1) new hollow metal door frames to accommodate new suite layout. This includes one (1) 4'0 x 7'0 door opening for Room 2.

Division 9: Finishes

1. Furnish and install approximately 40 linear feet of new metal stud framing and drywall walls as detailed in the bidding documents.
2. Furnish and install acoustical ceiling system to match existing in the new room lay out.
3. Provide painting of the new construction to match existing. Interior, low VOC latex paint will be used. Painting will be completed in the scope areas only. Paint color will be selected by the Owner.
4. Furnish and install vinyl plank flooring to accommodate the new Room #1 layout. Vinyl plank flooring will be installed in the procedure room areas only. Color will be selected by the Owner from standard color selections.
5. Furnish and install 6" rubber cove base in the new room lay out.
6. Furnish and install Acrovyn wall panels to 4' above finished floor at nuclear Room #1 and Stress Test areas. Wall panel color to be selected by Owner from standard color selections.
7. Furnish and install approximately 10 linear feet of new metal stud framing and drywall walls as detailed in the bidding documents for Room 2 portion of project.
8. Furnish and install acoustical ceiling system to match existing in the new Room 2 layout.
9. Provide painting of the new construction to match existing. Interior latex paint will be used. Painting will be completed in the scope areas only. Paint color will be selected by the Owner.
10. Furnish and install vinyl plank flooring to accommodate the room 2 layout. Vinyl plank flooring will be installed in the procedure room areas only. Color will be selected by the Owner from standard color selections.
11. Furnish and install 6" rubber cove base in the new Room 2 layout.
12. Furnish and install Acrovyn wall panels to 4' above finished floor at nuclear medicine Room #2. Wall panel color to be selected by Owner from standard color selections.
13. Furnish and install 6" rubber cove base in the new room lay out.

Division 10: Specialties NA

Division 11: Equipment NA

Division 12: Furnishings NA

Division 13: Special Construction NA

Division 14: Conveying Systems NA

Division 21: Fire Suppression

1. Provide minor modification of the existing fire protection system to accommodate the new suite/ room 1 floor plan.
2. Provide minor modification of the existing fire protection system to accommodate the new Room 2 work, if required.

Division 22: Plumbing

1. Provide modifications to the existing medical gas system to accommodate the new suite layout. This includes med gas outlets nuclear medicine Room #1 and Stress Test.
2. Furnish and install hand wash sink at Room #1 and Stress Test. This includes gooseneck faucet with blade handles, supply lines, drain lines and vent lines.
3. Provide modifications to the existing medical gas system to accommodate the new room #2 layout. This includes med gas outlets at nuclear medicine Room #2.
4. Furnish and install one hand wash sink at nuclear medicine Room #2. This includes gooseneck faucet with blade handles, supply lines, drain lines and vent lines.

Division 23: Heat, Ventilating, and Air Conditioning

1. Provide modifications to the existing HVAC system to accommodate the new suite layout.
2. Modifications, additions, servicing, repairs, rebalancing or warranty of existing HVAC systems except for those specifically stated in this proposal are excluded.
3. Work associated with existing energy management controls (if any) is excluded.
   This proposal is based on the existing HVAC being adequate for the new system requirements. If required, changes shall be added to the project scope and price via change order.
4. Modifications, additions, servicing, repairs, rebalancing or warranty of existing HVAC systems except for those specifically stated in this proposal are excluded.
5. Work associated with existing energy management controls (if any) is excluded.
6. Provide modifications/relocation to the existing HVAC ductwork and grilles to accommodate the new suite layout.
7. Utilize the existing mechanical HVAC components as-is.
8. Work associated with existing energy management controls (if any) is excluded.

Division 26: Electrical

1. Furnish and install two (2) 30-amp 208-volt disconnects in procedure Room #1.

Division 26: Electrical (continued)

2. Furnish and install conduits, raceways, and junction boxes for the medical equipment system as indicated on the Siemens Healthineers medical equipment drawings. Medical equipment wiring provided and installed by Siemens Healthineers.
3. Provide for the power connection of the owner supplied equipment. All data and communication connections done by others.
4. Provide relocation of up to eight (8) existing lay-in light fixtures to accommodate new suite layout.
5. Furnish and install 2’ x 2’ LED light fixtures and 6” down lights on dimmer switch in nuclear medicine procedure Room #1 and Stress Test area.
6. Furnish and install power outlets at Stress Test area to accommodate treadmill location, workstation, PYXIS and crash cart. Reuse existing circuits, conduit, wiring and terminations where possible.
7. Furnish and install two (2) 30-amp 208-volt disconnects in nuclear medicine procedure Room #2.
8. Furnish and install conduits, raceways, and junction boxes for the medical equipment system as indicated on the Siemens Healthineers medical equipment drawings. Medical equipment wiring provided and installed by Siemens Healthineers.
9. Provide for the power connection of the owner supplied equipment. All data and communication connections done by others.
10. Furnish and install 2’ x 2’ LED light fixtures and 6” down lights on dimmer switch at nuclear medicine Room #2.
11. Provide for the power connection of the owner-supplied equipment. All data and communication connections done by others.
12. Additional dedicated circuits and outlets not shown on the plans are excluded.
13. An in-depth analysis of the quality, capacity or availability of existing building power and grounding, is excluded.
14. Existing building power or grounding upgrade is excluded.
15. The remaining existing lighting, switching, dimming, convenience outlets, etc. are deemed to be adequate and will be left in their present location and current condition.
16. Work associated with installing power conditioning or surge suppression equipment is excluded.

Division 27: Communications

1. Work associated with intercom, code blue, PA or CCTV systems is excluded.
2. Furnish and install CAT6 data outlets to Workstation and PYXIS location at Stress Test.
3. Furnish and install CAT6 data outlets to Workstations at nuclear medicine procedure Room #1.
4. Provide modifications to the existing nurse call system to accommodate the new suite layout in Room # 1.
5. Provide modifications to the existing access control system to accommodate new suite layout.
6. Work associated with intercom, code blue, PA or CCTV systems is excluded.
7. Furnish and install CAT6 data outlets to workstations at nuclear medicine procedure Room #2.
8. Provide modifications to the existing nurse call system to accommodate in Room #2.
9. Provide modifications to the existing access control system to accommodate new Room #2 layout.

Division 28: Electronic Safety and Security

1. Provide minor modifications to the existing fire alarm system to accommodate the new suite plan for Room #2. Other work associated with security or alarm systems is excluded.

Division 31: Earthwork NA

Division 32: Exterior Improvements NA

Division 33: Utilities NA

Division 34: Transportation NA

Division 35: Waterway and Marine Construction NA

Division 40: Process Integration NA

Division 41: Material Processing and Handling Equipment NA

Division 42: Process Heating, Cooling, and Drying Equipment NA

Division 43: Process Gas and Liquid Handling, Purification and Storage Equipment NA

Division 44: Pollution and Waste Control Equipment NA

Division 45: Industry-Specific Manufacturing Equipment NA

Division 46: Water and Wastewater Equipment NA

Division 48: Electrical Power Generation NA

Exclusions:

The following items are specifically excluded from our Proposal:

1. Work in an environment where there is possible contamination by the presence, removal, or encapsulation of hazardous material(s).
2. Mold, asbestos or hazardous material survey(s), removal or abatement of any kind.
3. Work associated with the removal or relocation of concealed or hidden installations and/or any effects to the project schedule.
4. Upgrades associated with ADA or code requirements (if any) outside this work area are excluded.
5. Any other item(s) not specifically mentioned or otherwise included in this Proposal.

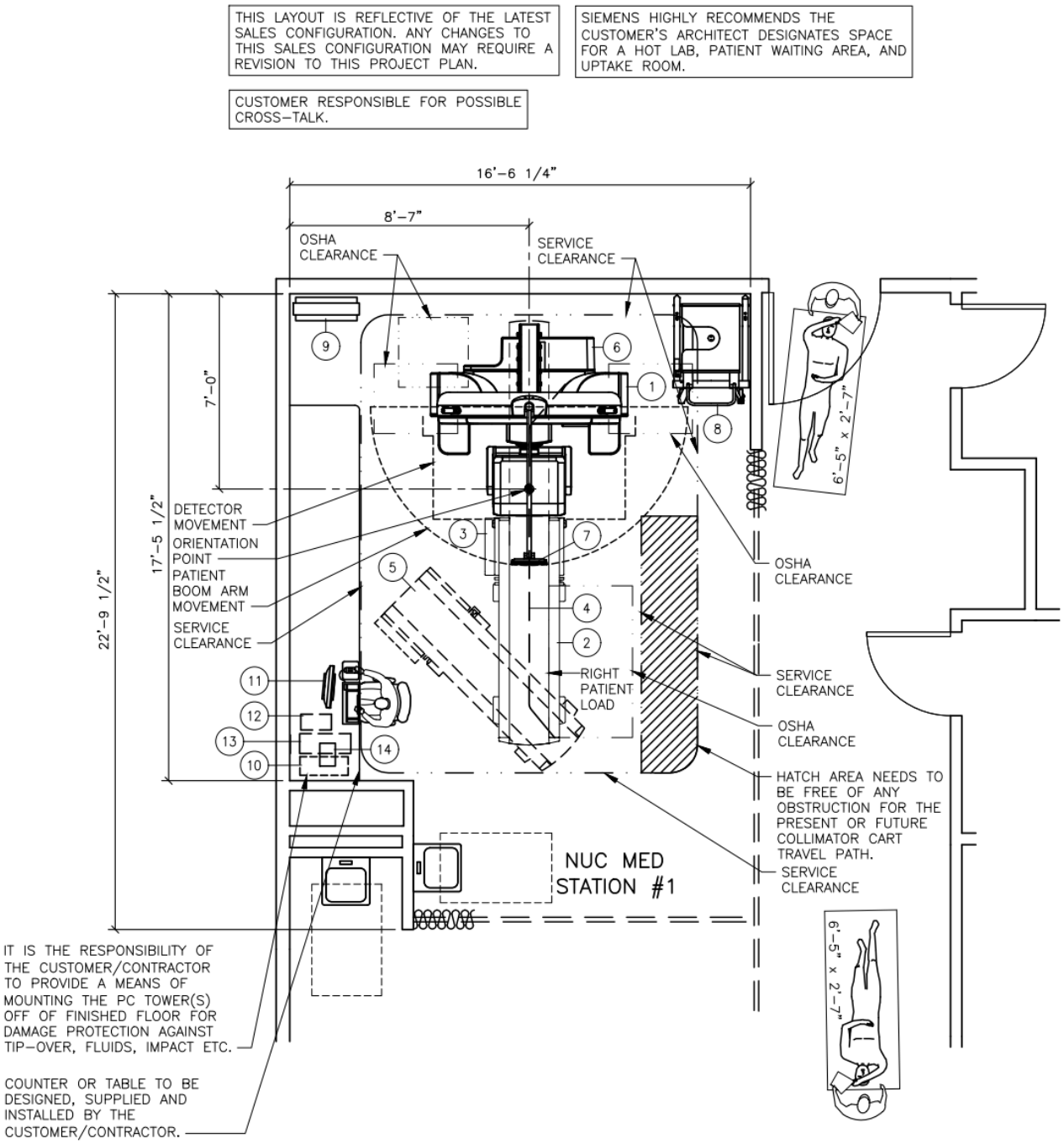
Schedule of Values Room #1 and Ancillary Spaces

Item	Cost $
Division 0 - Special Section	57,830.00
Division 1 - General Requirements	149,090.00
Division 2 - Site Work	59,070.00
Division 3 - Concrete	33,090.00
Division 4 - Masonry	-
Division 5 - Metals	70,900.00
Division 6 - Wood, Plastics and Composites	14,800.00
Division 7 - Thermal and Moisture Protection	56,260.00
Division 8 - Openings	37,280.00
Division 9 - Finishes	95,700.00
Division 10 - Specialties	-
Division 11 - Equipment	-
Division 12 - Furnishings	-
Division 13 - Special Construction	-
Division 14 - Conveying Equipment	-
Division 21 - Fire Suppression	14,300.00
Division 22 - Plumbing	51,990.00
Division 23 - Heat, Ventilating and Air Conditioning	44,940.00
Division 25 - Integrated Automation	
Division 26 - Electrical	124,400.00
Division 27 - Communications	53,130.00
Division 28 - Electronic Safety and Security	52,600.00
Division 31 - Earthwork	-
Division 32 - Exterior Improvements	-
Division 33 - Utilities	-
Division 34 - Transportation	-
Division 35 - Waterway and Marine Construction	-
Division 40 - Process Interconnections	-
Division 41 - Material Processing and Handling Equipment	-
Division 42 - Process Heating, Cooling and Drying Equipment	-
Division 43 - Process Gas and Liquid Handling, Purification and Storage Equipment	-
Division 44 - Pollution Control Equipment	-
Division 45 - Industry-Specific Manufacturing Equipment	-
Division 48 - Electrical Power Generation	
TOTAL	**915,380.00**

Schedule of Values Room #2

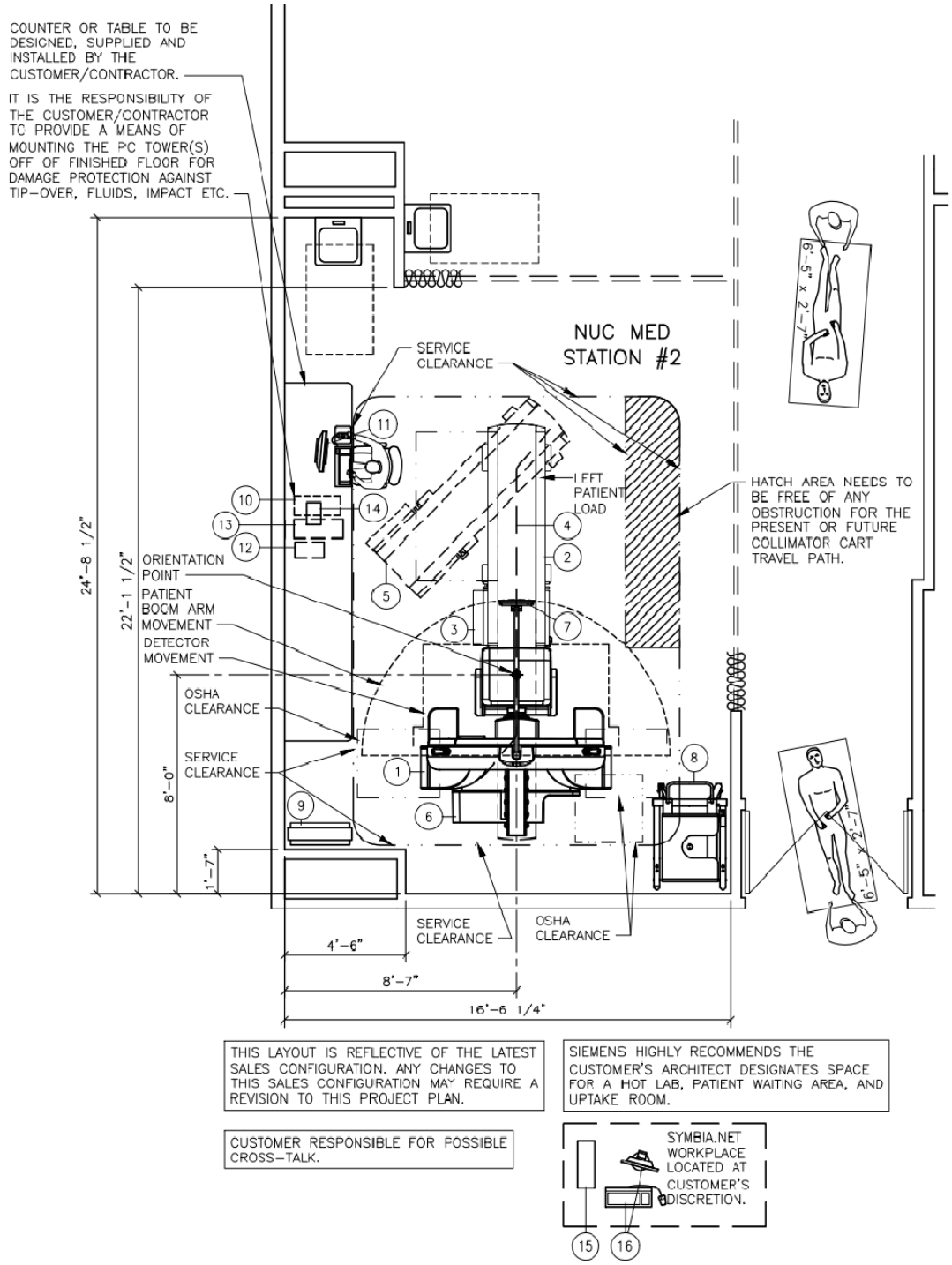
Item	Cost $
Division 0 - Special Section	24,780.00
Division 1 - General Requirements	65,550.00
Division 2 - Site Work	25,290.00
Division 3 - Concrete	14,170.00
Division 4 - Masonry	-
Division 5 - Metals	30,360.00
Division 6 - Wood, Plastics and Composites	6,340.00
Division 7 - Thermal and Moisture Protection	24,090.00
Division 8 - Openings	15,960.00
Division 9 - Finishes	40,980.00
Division 10 - Specialties	-
Division 11 - Equipment	-
Division 12 - Furnishings	-
Division 13 - Special Construction	-
Division 14 - Conveying Equipment	-
Division 21 - Fire Suppression	6,120.00
Division 22 - Plumbing	22,260.00
Division 23 - Heat, Ventilating and Air Conditioning	19,240.00
Division 25 - Integrated Automation	
Division 26 - Electrical	53,270.00
Division 27 - Communications	22,750.00
Division 28 - Electronic Safety and Security	22,520.00
Division 31 - Earthwork	-
Division 32 - Exterior Improvements	-
Division 33 - Utilities	-
Division 34 - Transportation	-
Division 35 - Waterway and Marine Construction	-
Division 40 - Process Interconnections	-
Division 41 - Material Processing and Handling Equipment	-
Division 42 - Process Heating, Cooling and Drying Equipment	-
Division 43 - Process Gas and Liquid Handling, Purification and Storage Equipment	-
Division 44 - Pollution Control Equipment	-
Division 45 - Industry-Specific Manufacturing Equipment	-
Division 48 - Electrical Power Generation	
TOTAL	**393,680.00**

Siemens Preliminary Drawing for Room #1



Drawing extract taken from Siemens preliminary drawing #1904965, dated 12/15/19.

Siemens Preliminary Drawing for Room #2



Drawing extract taken from Siemens preliminary drawing #1904966, dated, 12/15/19.

Standard Form of Agreement
Between Siemens Medical Solutions USA, Inc. and University Medical Center of South Nevada
For Modification of Client Premises for the
Installation of Medical Equipment

DOCUMENT 00001A
CLIENT GENERAL CONDITIONS FOR CONSTRUCTION

GENERAL

To facilitate the administration of the purchase of Medical Equipment ("Equipment"), modification of the Client's premises and installation of the Equipment ("Project"), the Client has requested that Siemens Medical Solutions USA, Inc. ("Siemens") act as the Client's agent in obtaining the necessary services of licensed contractors, architects, engineers and consultants, as necessary, to modify the Clients' premises for the installation of the Equipment.

The Client acknowledges and agrees that Siemens is not licensed to perform architectural services and in no event shall anything contained herein require or be interpreted to require Siemens to perform any architectural services which would require such licensing. All architectural services relating to the Project shall be performed, respectively, by the Architect and necessary engineers, consultants and contractor retained by Siemens for the Project.

Client agrees to reimburse Siemens for all cost and other obligations incurred by Siemens in connection with retention of architects, engineers, consultants and contractors in connection with the Project, not to exceed **$1,309,060.00**. Any changes to the scope of the Project must be in writing and signed by both parties.

Client agrees to perform all duties and furnish all information required of the Client in the contracts between Siemens and architects, engineers, consultants and contractors that are incorporated into this contract.

The Client is to sign a copy of the Equipment documents/architectural and engineering documents as an indication of Client's acceptance of those documents and notice to proceed with the construction and the delivery and installation of the Equipment.

CLIENT'S RESPONSIBILITIES

The Client shall designate a representative authorized to act on the Client's behalf with respect to the Project. The Client or such authorized representative shall render decisions in a timely manner in order to avoid unreasonable delays in the orderly and sequential progress of the design and construction of the Project.

The Client shall furnish information, including as-built drawings, plans and specifications describing physical the characteristics of the Project premises ("As-build documents"). As-built documents can be provided by Siemens as "extra services" and billed to the Client.

Except for the permits obtained by Siemens as set forth in the Scope of Work, the Client shall, prior to any work commencing, promptly obtain all necessary easements, zoning variances, permits (with the assistance of Siemens, the architect and the contractor, as necessary), approvals, legal authorizations, and other State and local approvals required for the completion of the Project, and shall pay all cost and expenses associated therewith. Where applicable, the Client shall furnish surveys describing physical characteristics, legal limitations and utility locations for the Project site, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements, and adjoining property and structures; adjacent drainage; right-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data pertaining to existing buildings other improvements and trees; and information concerning available utility service lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

The above information can be provided by Siemens, as "extra services" and billed to the Client. Where applicable, the Client shall furnish and pay for the services of all necessary geotechnical engineers when such services are stipulated or deemed reasonably necessary. Such services may include, but are not limited to, test borings, test pits, determinations of soil bearing values, percolation test, evaluations of hazardous materials, ground corrosion and resistively test, and necessary operations for anticipation subsoil conditions. The services of geotechnical engineer(s) or other consultants shall include preparation and submission of all appropriate reports and professional recommendations.

The Client shall disclose, to the extent known, the results and reports of prior tests, inspections or investigation conducted for the Project or otherwise with respect to the Project site or which may otherwise affect the Project, involving the following: structural or mechanical systems; chemical, air and water pollution; hazardous materials; or other environmental and subsurface conditions.

The Client must identify all hazardous materials (including, but not limited to, asbestos) and provide abatement at the expense of the Client prior to the commencement of any construction. Any cost associated with delays in the Project schedule resulting from hazardous material surveys and abatement programs shall be borne by the Client.

SIEMENS RESPONSIBILITIES

APPRENTICESHIP UTILIZATION ACT

A. Siemens and its subcontractors shall be bound by and comply with Senate Bill 207 of the 2019 Nevada Legislative Session ("Statute"), which requires employment of Apprentices in Public Works, whenever the actual value of the contract totals $100,000 or more. Siemens shall abide by the Apprenticeship Standards, including the ratio of four (4) journey workers for each Apprentice and the Committee's jurisdiction to determine all Apprentice disputes with Siemens or Siemens shall request a waiver from Client, providing documentation justifying the waiver.

B. Siemens agrees to pay: (i) wages to the Apprentice, less authorized deductions, according to the Apprentice wage schedule set forth in the Apprenticeship Standards (Form 5910), and (ii) fringe benefit contributions pursuant to the terms of the Trust Agreements creating them and the Apprenticeship Standards. Siemens and its subcontractors shall pay the below-listed hourly contributions rates to each applicable Trust Fund, and any other employee benefit Fund required, for each hour worked by the Apprentice on the Public Works Project. Contribution payments shall be made at the time, place and in the manner directed by the Trust Funds' Administrator.

C. Siemens agrees to submit a complete monthly fringe benefit Contribution Report, identifying all work performed by the named Apprentice on the Public Works Project (subject to this Agreement), together with payment of any amounts owed. Both the Contribution Report and payments shall be submitted to the Administrator designated by the employee benefit Trust Funds, and to any other employee benefit Fund listed.

D. Siemens agrees to review the Statute, 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.labor.nv.gov, or by calling (702) 486-2650. Per NAC 338.040, after a contract has been awarded, the Apprenticeship Utilization Act is in effect for the duration of the project. **Please note that if a change order causes a contract to exceed $100,000, Client will audit the entire contract period.**

PREVAILING WAGES

A. Siemens and its subcontractors shall be bound by and comply with all federal, state and local laws with regard to minimum wages, overtime work, hiring and discrimination, including NRS 338.020 through 338.090. Siemens 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 $100,000 or more. Siemens 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.labor.nv.gov, 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 $100,000, Client will audit the entire contract period.**

B. In accordance with NRS 338.013.3, Siemens shall report to the Labor Commissioner and the Client 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, Siemens shall forfeit as a penalty to the Client amounts specified in NRS 338.060, for each calendar day or portion thereof that each workman employed on the Client'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 Siemens or any Subcontractor on the project fails to submit the certified payroll reports to the Client within **15 calendar days** after the end of the month, Siemens shall forfeit as a penalty to the Client, 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 Siemens' business to determine the amount per worker per day to be imposed. Any Siemens 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, Siemens shall reimburse Client 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, Siemens and each of its subcontractors, shall keep or cause to be kept:

1. An accurate record showing for each worker employed by the subcontractor;
    a) The name of the worker;
    b) The occupation of the worker;
    c) 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
    d) The actual per diem, wages, and benefits paid to the worker; and
2. An additional accurate record showing for each worker employed by the subcontractor who has a driver's license or identification card;
    a) The name of the worker;
    b) The driver's license or identification card number of the worker; and
    c) The state or other jurisdiction that issued the license or card.

The records maintained pursuant to the requirements indicated above must be open at all reasonable hours to inspection by the State of Nevada. Siemens 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 Client 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**. Siemens, 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 Siemens, and each Subcontractor shall be submitted to the Client 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 owner; the records in Client's possession may be destroyed.

E. **Siemens 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 $100,000, 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. Siemens, and each Subcontractor are required to submit a copy of the record for each calendar month to the Client no later than 15 calendar days after the end of the month for the purposes of public inspection. Siemens 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. Siemens shall not withhold from a subcontractor the sums necessary to cover any penalties withheld from the Siemens by the public body because the Siemens failed to submit certified payroll reports within 15 calendar days after the end of the month if the Subcontractor provided certified payroll reports to the Siemens within 10 calendar days after the end of the month or the date agreed upon by the Siemens and Subcontractor. Siemens 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. It is understood that in the performance of the services herein provided for, Siemens shall be, and is, an Independent Contractor, and is not an agent, representative or employee of Client and shall furnish such services in its own manner and method except as required by this Contract. Further, Siemens has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed or contracted by Siemens in the performance of the services hereunder. Siemens shall be solely responsible for, and shall indemnify, defend and hold Client harmless from all matters relating to the payment of Siemens' employees and/or contractors, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, demands, and regulations of any nature whatsoever.

G. Siemens 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. Siemens shall continually and diligently inspect all equipment, materials and work to discover any conditions which might involve such risks. Siemens 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. Siemens shall notify Client in writing of the name of their assigned employee responsible for safety and health including a 24-hour telephone number prior to commencement of work. Siemens 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.

H. Siemens and its subcontractor acknowledge that Client has an obligation to ensure that public funds are not used to subsidize private discrimination. Siemens recognizes that if they or their 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; Client 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.

I. Siemens acknowledges that contractor and any Subcontractors, agents or employees employed by contractor shall not, under any circumstances, be considered employees of Client, and that they shall not be entitled to any of the benefits or rights afforded employees of Client, 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. Client 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.

J. Siemens shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by Siemens, 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.

K. It shall be the duty of Siemens 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. Siemens agrees that the services performed as part of the Project will not violate or infringe on any copyright or patent rights. Siemens 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 representations and warranties provided in this Agreement. Permitted or required approval by Client 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. Client'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 Siemens shall be and remain liable in accordance with the terms of this Contract and applicable law for all damages to Client caused by contractor's negligent performance or failures to perform under this Contract.

L. Siemens shall appoint a qualified representative who will manage the performance of services, should this representative be unable to complete his or her responsibility for any reason, the contractor will immediately replace him or her with a qualified person and inform Client in writing.

M. Upon making all payments as required under this contract, as built drawings and related specifications shall become and remain the property of Client. Copies of the drawings and specifications retained by Client may be utilized only for its use and for occupying and maintaining the project for which they were prepared, and not for construction of any other project. A copy of all materials, information and documents, whether finished, unfinished, or draft, developed, prepared, completed, or acquired by contractor during the performance of services for which it has been compensated under this Contract, shall be delivered to Client's representative upon completion or termination of this Contract, whichever occurs first. Client shall have the right to reproduce, for its internal purposes only, all non-copy write protected documentation supplied pursuant to this Contract. Notwithstanding the foregoing, however, Siemens shall continue to own the underlying, generic design concepts set forth in the as built drawings, including architectural details and system arrangements. Client will not use, reproduce and make derivative works from the underlying, generic design concepts set forth in the as built drawings.

N. Siemens agrees that, during the performance of the Project, a Siemens-designated representative will be made available for communications with Client at such reasonable times with advance notice as to not conflict with their other responsibilities.

O. The rights and remedies of Client provided for under this section are in addition to any other rights and remedies provided by law or under other sections of this Contract.

SITE SAFETY AND SECURITY

RESPONSIBILITY FOR WORK SECURITY

A. Siemens, during the performance of the Project, shall perform in a reasonable manner to minimize the risk of loss, theft, or damage by vandalism, sabotage or damage of other means to the work site. Siemens shall promptly take all reasonable precautions which are necessary and adequate against conditions which a reasonable person would identify which involve a risk of loss, theft or damage to its property, and the work site. Siemens shall continuously inspect all its work, materials, equipment, and the work site to discover and determine any such conditions.

B. Siemens shall comply with all applicable laws and regulations relating to worksite safety. Siemens shall cooperate with Client on all security matters and shall promptly comply with any project security requirements established by Client. Such compliance with these security requirements shall not relieve Siemens of its responsibility for maintaining proper security for the above-noted items, nor shall it be construed as limiting in any manner Siemens obligation to undertake reasonable action as required to establish and maintain secure conditions at the site.

C. Siemens shall prepare and maintain accurate reports of incidents of loss, theft or vandalism on the worksite and shall furnish these reports to Client in a timely manner.

SIEMENS SITE RESPONSIBILITIES

A. Unless otherwise specifically provided in the Contract, Siemens shall not knowingly do any work that would disrupt or otherwise interfere with the operation of any pipeline, telephone, electric transmission line, ditch or other structure, nor enter upon lands in their natural state until approved by Client. Before Siemens begins such work, it shall give due notice to Client of its intention to start such work.

B. Siemens shall not destroy or damage any cultivated and planted areas, and vegetation such as trees, plants, shrubs and grass on or adjacent to the premises, which, as determined by Client, do not unreasonably interfere with the performance of its work through operation of equipment or stockpiling of materials. All costs in connection with any repairs or restoration necessary or required by reason of any such damage by Siemens shall be borne by Siemens.

A. Client reserves the right to permit access to the site by other contractors if necessary. Siemens shall cooperate and coordinate with Client as needed.

CONSTRUCTION SAFETY

B. General

1. Siemens shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Project. Siemens shall comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.

2. In an emergency affecting the safety of life or of the Project, Siemens shall follow the instructions of Client or Consulting Architect or Engineer and, in the absence of such instruction, shall act at its discretion to prevent such threatened loss or injury.

C. Protection of Persons

1. Siemens shall take all reasonable precautions for the safety of all employees on the Project and all other persons who may be affected thereby. Siemens shall designate a responsible member of JMB Construction at the Project site whose duty shall be prevention of accidents.

2. Except as otherwise stated in the Contract Documents, if Siemens encounters on the Project site material reasonably believed to be asbestos, lead, or polychlorinated biphenyl (PCB), that Siemens shall immediately stop work in the area affected and give notice to Client and any other appropriate entity of the condition. Work in the affected area shall not be resumed without written direction by Client.

CLEANING UP

A. Siemens shall, at all times, keep the work area in a neat, clean, and safe condition. Upon completion of any portion of the work, Siemens shall promptly remove all of its equipment, construction plant, temporary structures and surplus materials not to be used at or near the same location during later stages of work. Upon completion of the work and before final payment is made, Siemens shall, at its expense, satisfactorily dispose of all plant, buildings, rubbish, unused materials, and other equipment and materials belonging to it or used in the performance of the work, and Siemens shall leave the premises and work site in a neat, clean, and safe condition. In the event of Siemens' failure to comply with the above requirements may be accomplished by Client at Siemens' expense.

B. In the case of Public Works Off-Site Construction Reference to use of completed portions of the work, shall conform to Section 107 of the Uniform Standard Specifications for Public Works Construction, Off-Site Improvements, Clark County Area, Nevada, Third Edition, and revisions thereto.

FIRE PREVENTION

A. Siemens shall comply with all Federal, State, and local laws and regulations pertaining to burning, fire prevention, and control within or adjacent to the project. Necessary precautions to avoid and eliminate fire hazards on the worksite during the performance of the Project shall be the responsibility of Siemens.

B. All tarpaulins used for any purpose during construction of any work shall be made of material resistant to fire, water, and weather and shall bear UL labels. Lighting of any fires on premises is strictly forbidden.

C. Siemens shall provide portable fire extinguishers compatible with the hazard of each work area and shall instruct its personnel in their location and use. Wherever welding and burning are conducted, inflammable materials shall be protected and a fire watch shall be provided by Siemens to be present during the burning and welding operation to ensure that protective measures are taken and no fires result from such operation. The fire watch shall have fire extinguisher equipment readily available and must be knowledgeable regarding proper use.

SPECIAL WORK CONSTRAINTS

A. All work to be performed under this Agreement will only be allowed under Client-approved work and safety plans.

B. Siemens is required to attend weekly progress meetings as well as any required Safety meetings, at time(s) to be mutually determined at the Pre-Construction Conference.

C. Client will coordinate Interim Life Safety Measures (ILSM) with Siemens. All work being performed in the scope will take place in an active commercial office setting, with 5:00 am to 5:00 pm 5-days per week (Monday thru Friday) public access.

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

E. Siemens is to coordinate with the Client's prime contractor for Building Automation systems and controls, Honeywell, Inc for installation of required controls.

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

G. Site Access will be restricted to badged Siemens and Subcontractor employees ONLY. Client will provide badges based upon a continually updated list to be provided to Client by Siemens.

J. Infection Control Requirements - at Siemens' sole cost and expense, all contractor and subcontractor personnel working on-site on this project are required to adhere to Client's Infection Control requirements as outlined below:

1. 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.

2. 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 Client's Infection Control Department.

3. Current seasons' Influenza vaccine is encouraged for all contractor/subcontractor personnel. However, Client's Infection Control Department reserves the right to require this vaccine at any time. All personnel will follow Client's EH6.5 Influenza Policy (Influenza season is generally November through March).

BONDS

A. Siemens shall furnish bonds covering the faithful performance of this Agreement, 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 Siemens 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 Client's written request for insurance, Siemens shall furnish contract bonds to the Client's Contracts Management Department as follows:

1. Labor and Material Payment Bond in the amount of 100% of the contract price.

2. Performance Bond in the amount of 100% of the contract price.

3. Guaranty Bond in the amount of 100% of the Contract price. The Guaranty Bond will go into effect froth date of Notice of Substantial Completion.
4. Award will become final after the Client's Governing Body has authorized the award and Siemens has submitted its required bonds utilizing the Client's Bond forms.

C. Form of Bonds

1. The bonds referred to herein **shall be written on the Performance Bond, Labor and Material Payment Bond, and Guaranty Bond forms provided by Client.**

2. Siemens 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, Labor and Material Payment Bond, or Guaranty 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.

ASSUMPTION OF RISK

During performance of the Project Siemens assumes all risk of property loss or damage (including, without limitation, any loss or damage to the Equipment or any of the materials, tools and equipment used to accomplish the Project) and personal injury (including, without limitation any injury to Siemens employees and those of its subcontractors and material suppliers) arising from the negligence, acts and omissions of Siemens and its subcontractors. Siemens shall provide all risk insurance to cover work specified in this contract.

INSURANCE

SIEMENS and/or its selected Subcontractor/Independent Contractors shall maintain through the contract term the insurance coverage required in Exhibit A, incorporated herein by this reference. Siemens shall comply with the terms and conditions set forth in Exhibit A. The cost of the insurance coverage shall be included in the contract amount.

SIEMENS must provide these within ten (10) business days from the date this Agreement is fully executed. Client will assess the liquidated damages for submission of incorrect documents that are not corrected and returned by the tenth business day.

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. SIEMENS and/or its selected Subcontractor/Independent Contractors shall provide all submittals requested in this section within ten (10) business days. If SIEMENS and/or its selected Subcontractor/Independent Contractors do not provide the submittals on or before the tenth business day, or fail to keep the insurance policies in effect or allows them to lapse, SIEMENS and/or its selected Subcontractor/Independent Contractors will pay to the Owner the amount of **$100.00** per day as liquidated damages.

LICENSE

A. SIEMENS and their 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.

1. Siemens, 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.
2. Siemens 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

1. 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.
2. 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.
3. Siemens shall validate that their employee(s) or their Subcontractor's employee(s) providing supervision for the scope performed maintain current valid cards throughout the term of this Contract. Siemens agrees to provide within twenty-four (24) hours of a request by Client, 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 Client.
4. Client 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 Client.

TIME

If Siemens is delayed at any time in the progress of the work by the Client, Client's employees or agents, or separate contractors employed by the Client, or by changes in the work, or labor disputes, fire, adverse weather conditions not reasonably anticipated, unavoidable casualties or other causes beyond the contractor's or Siemens' reasonable control, or by delay authorized by the Client and agreed to by Siemens and the contractor, then the Contract Time and any costs and expenses associated with the delay, including extended general conditions of the contract, are to be paid by the Client via a written Change Order approved by Client described in the Changes In Work subsection herein.

PRICING

Pricing for construction is valid for 90 days from the signing date of this agreement. If the project is delayed more than 90 days through no fault of Siemens or the contractor, the price is subject to change.

CHANGE ORDERS

Change Order pricing will include a 15% overhead markup to cover insurance, project management time, processing,

bookkeeping and other costs of providing this service.

CHANGES IN WORK

To the extent that it is consistent with applicable terms or policies of insurance, the Client and Siemens hereby waive any rights of subrogation against each other and the contractor, subcontractors, architect and other design professionals, and their respective agents and employees, for damages caused by fire or other perils. Siemens shall require similar waivers in favor of the Client and Siemens from the contractor and all subcontractors (any tier).

Changes in the Work may be accomplished without invalidating this agreement. Changes will not commence until Client, contractor, and Siemens have reviewed and approved the effect such changes will have on the construction cost and schedule, and evidence such change by executing an AIA Change Order G701 document or similar document.

The Client is not authorized to modify the Scope of the Work at any time without first having both the revised cost and construction schedule defined and agreed to by Siemens and the contractor. When the Client, Siemens and contractor agree upon the adjustments in the Contract Sum and Contract Time, such agreement shall be effective immediately and shall be recorded by preparation and execution of an appropriate Change Order. The Client will pay all cost of additional work requested by the Client.

CONCEALED CONDITIONS

If conditions are encountered at the Project site which are subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents, or unknown physical condition of an unusual nature which differ naturally from those ordinarily found to exist and generally recognized as inherent in the construction activities of the character provided for in the Contract Documents, then notice by the observing party shall be given to the other parties promptly before conditions are disturbed. The parties shall execute a Change Order equitably adjusting the Contract Sum and Contract Time for such concealed or unknown conditions. The Client will pay all cost associated with concealed conditions.

WORK BY CLIENT

The Client reserves the right to perform construction or operations related to the Project with the Client's own forces and to award separate contracts in connection with other portions of the Project or other construction or operations on the Project site under conditions of insurance and waiver of subrogation identical to Siemens. The Client shall be responsible for coordinating the work of its own forces and/or separate contractors with the Work of the contractor retained by Siemens for the Project. If delays occur by the use of Client forces or separate contractors, all deadlines under the construction documents will be extended for a period of time no less than the period of the delay, and all additional costs and expenses, including extended general condition costs are subject to the Changes In Work procedure described herein.

COMPLETION OF THE PROJECT

When the Work or designated portion thereof is substantially complete, the contractor will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, and warranty start date, the responsibilities of contractor, Siemens and the Client, and the time within which the contractor shall finish all items on the list accompanying the Certificate. The Certificate of Substantial Completion will be signed by the Client, Siemens and the contractor

GOVERNING LAW; DISPUTE RESOLUTION

This Agreement shall be governed by the laws of the Nevada, without regard to that state's choice of law principles. Claims, disputes or other matters in question between the parties shall be subject to and decided by mediation or arbitration. Such mediation shall be conducted in accordance with the Construction Industry Mediation or Arbitration Rules of the American Arbitration Association currently in effect. Prior to the institution or any arbitration proceeding, the parties shall endeavor to settle disputes by mediation. The award rendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with applicable law in any Nevada state or federal court having jurisdiction thereof.

INDEMNIFICATION

Siemens shall indemnify and shall defend and hold harmless Client, its officers, employees, and agents from and against all third party suits, actions, legal or administrative proceedings, claims, demands, for personal injury (including death) or damage to tangible personal property and the resulting direct, actual and reasonable damages, liabilities, interest, attorney's fees, costs and expenses arising from Siemens or its subcontractors (1) wrongful acts or omissions or (2) negligent acts or omissions, in connection with the performance of this Contract.

In no event shall Siemens indemnity and hold harmless obligations apply to liability caused by the negligent or willful misconduct of the parties indemnified or held harmless.

To the extent expressly authorized by Nevada law, Client shall indemnify and hold harmless Siemens, its officers, directors, employees and agents against all third party claims, losses, damages and expenses (including reasonable attorneys' fees) for bodily injuries and damages to real and tangible personal property to the extent arising or resulting from the negligence or misconduct of Client, its directors, officers, employees and agents.

The obligations of indemnity shall survive the expiration or termination of the Agreement.

USE OF DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

The Drawings, Specifications and other documents prepared by the architect for this Project are instruments of services for use solely with respect the this Project and shall not be used by the Client or others on other projects, for additions to this Project or for completion of the Project by others, except by agreement in writing and with appropriate compensation to the architect.

RESPONSIBILITY FOR CONSTRUCTION COST

Evaluations of the Client's project budget and preliminary estimates of Construction Cost prepared by Siemens and/or its consultants represent Siemens' and/or its consultants' best judgment. It is recognized, however, that neither Siemens and/or its consultants, nor the Client, has control over the cost of labor, materials or equipment, over the contractor's methods of determining bid prices or over competitive bidding, market conditions or negotiation condition. Accordingly, Siemens cannot and does not warrant or represent that actual bids or negotiated prices will not vary from the Client's budget or from any estimate of Construction Cost prepared or agreed to by Siemens.

WARRANTY

Siemens warrants that the work will be performed in a professional manner consistent with industry practices and will conform to the requirements of this Contract, including the Scope of Work. The warranty period for work performed under this Contract is for one-year and starts at the issue of Certification of Substantial Completion. Any warranty claims during the warranty period for the Project will be directed to Siemens' Design and Construction team. Any medical Equipment manufactured by Siemens is not part of these construction warranties. All warranties for any part of the work, or any supplies utilized in completing the work, shall be transferred to the upon final completion payment. Siemens offers no specific warranties for work performed other than specific warranties agreed to by Siemens and its Subcontractors. SIEMENS MAKES NO OTHER WARRANTIES, EXPRESS, STATUTORY OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY AS TO DESIGN, MERCHANTABILITY, OR FITNESS FOR ANY PURPOSE. Upon receipt of written notice from Client of any defect in any such service or labor during the applicable warranty period, Siemens agrees to correct such defect at a time acceptable to Client.

LIMITATION OF LIABILITY

In no event will either party be liable to the other for any lost profits, lost savings, lost revenues, loss of use, or for any special, indirect, incidental or consequential damages whether based on contract, tort (including negligence), strict liability or any other theory of form of action, even if a party has been advised of the possibility thereof, arising out for or in connection with this agreement.

INCONSISTENCIES

In the event of any inconsistencies between the terms of this agreement and the Siemens Terms and Conditions of Sale with respect to the Medical Equipment, the terms of this agreement shall prevail.

TO ACKNOWLEDGE YOUR AGREEMENT WITH THE INFORMATION SET FORTH HEREIN, PLEASE SIGN IN THE SPACE INDICATED BELOW AND PROMPTLY RETURN A COPY TO THE UNDERSIGNED

SIEMENS MEDICAL SOLUTIONS USA, INC.	CLIENT:
Authorized Signature	Authorized Signature
Printed Name	Printed Name
Title	Title
Date	Date

EXHIBIT A
INSURANCE REQUIREMENTS AND FORMS

1. INSURANCE

A. Siemens and its Subcontractor/Independent Contractors agree, as a precondition to the performance of any work under this contract and as a precondition to any obligation of Client to make any payment under this contract, to provide Client 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 Siemens and its Subcontractor/Independent Contractors have employees.

B. Siemens and its Subcontractor/Independent Contractors agree to maintain required workers' compensation coverage throughout the entire term of the contract. If Siemens and its Subcontractor/Independent Contractors do not maintain coverage throughout the entire term of the contract, Siemens and its Subcontractor/Independent Contractors agree that Client may, at any time the coverage is not maintained by Siemens and its Subcontractor/Independent Contractors, order Siemens and its Subcontractor/Independent Contractors to stop work, assess liquidated damages as defined herein, suspend the contract, or terminate the contract.

C. Siemens and its Subcontractor/Independent Contractors shall furnish not later than ten (10) business days after Client'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, Siemens and its Subcontractor/Independent Contractors shall have on file with Client current certificates of insurance evidencing the required coverage. Insurance certificates for Client 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. Owner 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 Siemens and its Subcontractor/Independent Contractors, including the rating and financial health of each insurance company providing coverage, is subject to the approval of Client.

F. Siemens and its Subcontractor/Independent Contractors commercial general liability and automobile liability insurance policy shall be endorsed to recognize specifically Siemens and its Subcontractor/Independent Contractors contractual obligation of additional insured to Client. All policies must note that Client 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 endorsement or the form number must be referenced on certificate.**

G. 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. All aggregates must be fully disclosed and the amount entered on the required certificate of insurance. The "per occurrence" limits of insurance required herein must be maintained in full, irrespective of any erosion of aggregate.

H. Siemens and its Subcontractor/Independent Contractors shall obtain and maintain, for the duration of the Contract 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 Siemens and its Subcontractor/Independent Contractors, it agents, representatives, employees or subcontractors of any tier. The cost of such insurance shall be included in the cost of this agreement. Siemens and its Subcontractor/Independent Contractors is required to obtain and maintain the following coverage:

1. Commercial General Liability: Commercial General Liability, including Asbestos Abatement Liability coverage 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 Client within **ten (10) business days** after Client'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, products and completed operations, contractual and independent contractors . Siemens and its Subcontractor/Independent Contractors 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 endorsement or the form number must be referenced on 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**. Siemens and its Subcontractor/Independent Contractors 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 endorsement or the form number must be referenced on certificate.**

I. If Siemens and its Subcontractor/Independent Contractors fails to maintain any of the insurance coverage required herein, then Client will have the option to declare Siemens and its Subcontractor/Independent Contractors 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. Siemens and its Subcontractor/Independent Contractors are responsible for any expenses paid by Client to maintain such insurance and Client may collect the same from Siemens and its Subcontractor/Independent Contractors or deduct the amount paid from any sums due to Siemens under the contract.

J. The insurance requirements specified herein do not relieve Siemens and its Subcontractor/Independent Contractors of their responsibility or limit the amount of their liability to Client or other persons and Siemens and its Subcontractor/Independent Contractors are encouraged to purchase such additional insurance, as they deem necessary.

K. Siemens and its Subcontractor/Independent Contractors are responsible for and must remedy all damage or loss to any property, including property of Client, caused in whole or in part by Siemens and its Subcontractor/Independent Contractors, any subcontractor or anyone employed, directed or supervised by Siemens. Siemens is responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work.

L. Siemens and its Subcontractor/Independent Contractors shall pay all premiums and costs of insurance.

M. Regardless of the coverage provided by any insurance policy, Siemens and its Subcontractor/Independent Contractors shall indemnify, defend and hold Client harmless from any and all claims, demands, actions, attorneys' fees, costs, and expenses based upon or arising out of any acts, errors, omissions, fault or negligence of Siemens and its Subcontractor/Independent Contractors or its principals, employees, subcontractors or other agents while performing services under this Contract. Siemens and its Subcontractor/Independent Contractors shall indemnify, defend and hold harmless Client and others specified from any attorney's fees or other costs of defense, even if the allegations of the claim are groundless, false or fraudulent.

SUPPLEMENTAL INSURANCE BUILDERS RISK FOR CONSTRUCTION OF NEW STRUCTURES, ADDITIONS, ALTERATIONS OR REPAIRS TO COUNTY REAL PROPERTY

1. **During the term of this Contract Siemens and its Subcontractor/Independent Contractors shall provide insurance as follows:**

Builder's Risk or Course of Construction Insurance, insuring on an "all risk" basis, subject to policy(s) exclusions, equal to a maximum of $1,000,000 covering the project and all materials and equipment to be incorporated therein, including property in transit or elsewhere and insuring the interests of Client, Contractors, and their Subcontractors of any tier providing equipment, materials, or services for the project. Coverage is as follows:

INSURING AGENCY NAME: _____
ADDRESS: _____
_____
Telephone Number: _____
Fax Number: _____
Email: _____

INSURED:

SIEMENS, its Subcontractors of any tie, and UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, 1800 W. Charleston Blvd, Las Vegas, NV 89012

DEDUCTIBLES:

Each loss shall be adjusted separately for any one Insured Project and any one Occurrence, and from the amount of each adjusted loss, the amount as stated below shall be deducted:

A. In respect of losses arising from all other insured perils: $25,000 per each occurrence.

B. In respect of losses arising from the peril of flood: $150,000 per each occurrence.

C. In respect of losses arising from the peril of earthquake, volcanic eruption, landslide or mine subsidence: $500,000 per each occurrence.

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 **NUCLEAR CAMERA PURCHASE AND INSTALLATION.**
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: _____

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).

GUARANTY BOND

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 **NUCLEAR CAMERA PURCHASE AND INSTALLATION**, 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 SERVICE, (DEPARTMENT OF CIRCULAR "570," CURRENT REVISIONS).

GUARANTY BOND

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 **NUCLEAR CAMERA PURCHASE AND INSTALLATION**, 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) (State of Nevada, License Number)

By: _____ _____
(Signature) (Appointed Agent Name)

_____ By: _____
(License Number and Issuing State) (Signature)

Address: _____ Address: _____

_____ _____

Telephone: _____ Telephone: _____

BONDS AND AS ACCEPTABLE REINSURING COMPANY WITH LISTING IN THE DEPARTMENT OF TREASURY, FISCAL SERVICE, (DEPARTMENT OF CIRCULAR "570," CURRENT REVISIONS).
ISSUING COMPANY MUST HOLD CERTIFICATES OF AUTHORITY AS ACCEPTABLE SURETY ON FEDERAL

WORKERS EMPLOYED REPORT (A) (PER N.R.S. 338.070)

Project Number: _____ **Date:** _____

Project Name: _____ **PWP Number:** _____

General Contractor: _____ **Subcontractor:** _____

Prepared by: _____ **Contact Number:** _____

Email Address: _____

	Worker Name	Workers Occupation	Has a Drivers License or Identification Card	State Issued	Wages	Per Diem	Benefits
1			☐YES or ☐ NO				
2			☐YES or ☐ NO				
3			☐YES or ☐ NO				
4			☐YES or ☐ NO				
13			☐YES or ☐ NO				
14			☐YES or ☐ NO				
15			☐YES or ☐ NO				
16			☐YES or ☐ NO				
17			☐YES or ☐ NO				

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

Project Number: _____ **Date:** _____

Project Name: _____ **PWP Number:** _____

General Contractor: _____ **Subcontractor:** _____

Prepared by: _____ **Contact Number:** _____

Email Address: _____

	Worker Name	Driver's License No. or Identification No.	State Issued	First day on Project	Last day on Project
1					
2					
7					
8					
9					
10					
14					
15					
16					
17					
18					
19					
20					

NON-APPORTIONED VEHICLE REPORT

Project Number: _____ **Date:** _____

Project Name: _____ **PWP Number:** _____

General Contractor: _____ **Subcontractor:** _____

Prepared by: _____ **Contact Number:** _____

Email Address: _____

	Owner Name	Vehicle Description	License No. and State
1			
2			
3			
4			
5			
6			
7			
9			
10			
11			
12			
13			
14			
15			
16			
18			

MATERIALS PURCHASED REPORT

Project Number: _____ **Date:** _____

Project Name: _____ **PWP Number:** _____

General Contractor: _____ **Subcontractor:** _____

Prepared by: _____ **Contact Number:** _____

Email Address: _____

	Material Supplier Name	Address	Materials Purchased
1			
2			
3			
4			
5			
6			
7			
8			
12			
13			
14			
15			
16			
17			
18			
19			
20			

CLOSEOUT DOCUMENTATION SUMMARY REPORT OF SUBCONTRACTORS

SIEMENS

Healthcare

Design Construction Services

Proposal No. 20-54-1045/46-2
PWP-CL-2020-225
NV License #0079478

Project Number: _____ **Date:** _____

Project Name: _____ **PWP Number:** _____

General Contractor: _____ **Subcontractor:** _____

Prepared by: _____ **Contact Number:** _____

Email Address: _____

	Subcontractor Name	*BEG	Ethnicity	Address	Bid Item or Work Performed	Value of Contract
1						
2						
3						
10						
11						
12						
13						
14						
15						
16						
18						
19						
20						

Siemens Medical Solutions USA, Inc.
40 Liberty Boulevard, Malvern, PA 19355
Fax: (866) 486-3602

SIEMENS REPRESENTATIVE
Shannon Schildkraut - (612) 916-8720

Customer Number: 0000010849

Date: 1/9/2020

UNIV MEDICAL CENTER OF SOUTH NEVADA
1800 W CHARLESTON BLVD
LAS VEGAS, NV 89102-2329

Siemens Medical Solutions USA, Inc. is pleased to submit the following quotation for the products and services described herein at the stated prices and terms, subject to your acceptance of the terms and conditions on the face and back hereof, and on any attachment hereto.

Table of Contents **Page**

Symbia Evo (Quote Nr. 1-Q2MI0J Rev. 6) 3
Symbia Evo (Quote Nr. 1-Q2O87D Rev. 8) 7
OPTIONS for Symbia Evo (Quote Nr. 1-Q2MI0J Rev. 6) 11
OPTIONS for Symbia Evo (Quote Nr. 1-Q2O87D Rev. 8) 12
Warranty Information 14
Detailed Technical Specifications 15
Cut Sheets ..... following page 30

Contract Total: $774,936
(total does not include any Optional or Alternate components which may be selected)

Proposal valid until 2/23/2020

Notes for Quote Nr 1-Q2MI0J:
Estimated Delivery Date: May 2020
Estimated delivery date is subject to change based upon factory lead times, acceptance date of this quote, customer site readiness, and other factors. A Siemens representative will contact you regarding the final delivery date.

HealthTrust Purchasing Group Contract #500351 terms and conditions apply to this Quote, with the exception that this Quote shall be governed by the laws of the State of Nevada.

This proposal includes the trade-in of equipment referenced in Trade Sheet Project # 2019-2857 + Project # 2019-2858.

This offer is only valid if a firm, non-contingent order is placed with Siemens and a signed POS contract must accompany the equipment order.

This offer is only valid if firm, non-contingent orders for the following quotes are simultaneously placed with Siemens:
1-Q2MI0J Symbia Evo
1-Q2O87D Symbia Evo

Notes for Quote Nr 1-Q2O87D:
Estimated Delivery Date: May 2020

Siemens Medical Solutions USA, Inc.
40 Liberty Boulevard, Malvern, PA 19355
Fax: (866) 486-3602

SIEMENS REPRESENTATIVE
Shannon Schildkraut - (612) 916-8720

Estimated delivery date is subject to change based upon factory lead times, acceptance date of this quote, customer site readiness, and other factors. A Siemens representative will contact you regarding the final delivery date.

HealthTrust Purchasing Group Contract #500351 terms and conditions apply to this Quote, with the exception that this Quote shall be governed by the laws of the State of Nevada.

This proposal includes the trade-in of equipment referenced in Trade Sheet Project # 2019-2856.

This offer is only valid if a firm, non-contingent order is placed with Siemens and a signed POS contract must accompany the equipment order.

This offer is only valid if firm, non-contingent orders for the following quotes are simultaneously placed with Siemens:
Quote 1-Q2MI0J Symbia Evo
Quote 1-Q2O87D Symbia Evo

Accepted and Agreed to by:

Siemens Medical Solutions USA, Inc.		**UNIV MEDICAL CENTER OF SOUTH NEVADA**	
By (sign):	_____	By (sign):	_____
Name:	Shannon Schildkraut	Name:	_____
Title:	Account Executive	Title:	_____
Date:	_____	Date:	_____

By signing below, signor certifies that no modifications or additions have been made to the Quotation. Any such modifications or additions will be void.

By (sign): _____

Siemens Medical Solutions USA, Inc.
40 Liberty Boulevard, Malvern, PA 19355
Fax: (866) 486-3602

SIEMENS REPRESENTATIVE
Shannon Schildkraut - (612) 916-8720

Quote Nr:	**1-Q2MI0J Rev. 6**
Terms of Payment:	00% Down, 90% Delivery, 10% Installation Free On Board: Destination
Purchasing Agreement:	HEALTHTRUST PURCHASING GRP HEALTHTRUST PURCHASING GRP terms and conditions apply to Quote Nr 1-Q2MI0J

Symbia Evo

All items listed below are included for this system: *(See Detailed Technical Specifications at end of Proposal.)*

Qty	Part No.	Item Description
1	14421681	**Symbia Evo** The Symbia Evo is a variable angle dual detector SPECT imaging system with an open gantry designed to maximize patient comfort and fast data acquisition. Equipped with Foresight Digital detectors, the Symbia Evo offers the industry's leading image quality for general purpose imaging as well as dedicated Cardiac SPECT applications. The Symbia Evo can be upgraded to Symbia Intevo Excel, Intevo 2, 6, or 16. The Symbia Evo comes equipped with a user-friendly software interface which is seamlessly integrated with the Windows 7 operating system.
2	14421231	**Low Profile 3/8 Detectors** The low profile high resolution, digital detector assembly includes a .95 cm (3/8 in.) thick NaI (Tl) crystal.
1	14421234	**Caudal Tilt** Caudal tilt on Detector 2 allows for precise positioning of static and dynamic acquisitions.
2	07835494	**Low Energy High Res Collimator** Low energy (140 keV), high resolution, parallel hole collimator
2	07835452	**Medium Energy Collimator** Medium energy (300 keV), parallel hole collimator
2	07835445	**High Energy Collimator** High energy (364 keV) parallel hole collimator
1	14414929	**IQ-SPECT** IQSPECT is a unique ultra-fast cardiac solution option for general purpose SPECT systems that enables a selection of optimized protocols: - 4 minutes using standard dose - 8 minutes using half dose - 16 minutes using only a quarter of the dose
1	14421323	**Symbia Productivity Package** The productivity package automates collimator exchange and quality control, increasing the productivity of the Symbia Intevo and Evo camera systems.
1	08717873	**Collimator Cart** The collimator cart is designed to hold collimators and allows collimator exchange without pivoting the bed.

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Qty	Part No.	Item Description
1	10413528	**AQC Web Based Training** AutoQC web based training is available on the Siemens training website.
1	10273914	**AutoQC source kit** This source kit contains includes 1 - Gd-153 line and 1 - Co-57 point source required for the automatic quality control option. Note: The site Radioactive Material License may need to be updated to receive this source.
1	14421240	**Dedicated Reconstruction System** This high performance workstation is a state of-the-art 64-bit computer architecture capable of handling high resolution data without impeding workflow. This workstation is seamlessly connected to the acquisition console by allowing the user to perform advanced reconstructions from the acquisition console.
1	10183566	**Internal ECG for Symbia** The internal ECG gating system provides ECG triggering for the nuclear subsystem for nuclear cardiology examinations. In addition, for Symbia Intevo Excel, 2, 6 and 16, and T2, T6, and T16 cameras, the internal ECG gate provides ECG triggering to the CT subsystem for CT applications that require ECG gating. The ECG gate is built into the Symbia patient bed and is controlled by the Symbia acquisition workplace. The leads are AHA (American standard) color coded. They connect near the head of the patient bed and travel with patient, thus never interfering with scanning. The ECG waveform is displayed on the touch-screen Patient Positioning Monitor.
1	08418936	**Extra Hand Controller** Provides an extra hand controller for the scanner.
1	10119031	**UPS for Symbia Camera Systems** Uninterruptible power supply option that provides 10 minutes of back up power to the SPECT gantry enabling the proper shut down in the event of a power loss. Also provides noise filtering and transient suppression. Specifications:5.0 KVA Input configuration: 200-240 VAC, 50/60 Hz, L6-30P Output configuration: 208 VAC, L6-30R
1	05245316	**UPS for e.soft/c.cam (60 Hz)** Uninterruptable power supply option that provides 10 minutes of back up power enabling the proper shut down of the system in the event of a power loss.
1	10413526	**PHS Extended Pivot** The PHS extended pivot option extends the range of pivot for the patient bed in gurney mode.
1	14415058	**Monitor, 19 LCD DICOM** The 19 DICOM Calibrated LCD monitor is designed to meet the demanding requirements of medical imaging. The display features high contrast even under high ambient light conditions that can be encountered in nuclear medicine viewing environments. The gamma curve is exactly matched to CIE/DICOM recommendation, enhancing the ability to display both color and gray scale images. Light output stability is ensured by continuous backlight control throughout the display's lifetime.
1	14415195	**4 Quadrant Phantom** A 4 quadrant 2.0-2.5.30.3.5 mm standard pattern slightly modified for use with Symbia Imaging Systems
1	14421368	**Organ Processing for Symbia** This upgrade will add organ processing capabilities to your acquisition workplace.
1	14415033	**Planar 1/2 Time Imaging** Planar 1/2 Time Imaging provides shortened Planar acquisition times.
1	14421332	**Cardiology Engine Cedars** The Cardiology Engine Cedars assists in the diagnosis and quantitative assessment of coronary artery disease by

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Qty	Part No.	Item Description
		enabling the visualization of SPECT studies as well as quantified perfusion assessment.
1	07830909	**Remote Diagnostic Services** Smart Remote Services. A broadband VPN connection is required for full remote service functionality and optimal system uptime.
1	10521453	**Under Floor PHS Cable SPECT** This option includes a kit for installing the cable between patient bed and the Symbia gantry under the floor.
1	10412857	**SPECT US Installation** This option includes the mechanical installation of the Symbia Evo series scanners.
1	14437955	**teamplay Basic** The teamplay cloud platform brings you together with other healthcare professionals in a team effort. By connecting medical institutions and their imaging devices, teamplay aspires to create the biggest virtual team for healthcare professionals worldwide. teamplay BASIC applications include basic functionalities of the applications teamplay Dose, teamplay Usage and teamplay Images free-of-charge. Its easy onboarding allows you to register on the teamplay cloud platform and download the needed software to set it up in your institution: Click > Try for free at www.siemens.com/teamplay.
1	MI_S_EDUOPTION2	**Clinical Education & Training: Option 2** Siemens offers multiple options for clinical education and training on your new system. These options enable a more personalized approach to the introduction to system operation, features, and benefits and will help ensure that your technologists and physicians have the opportunity to engage in the level of training that best meets your current clinical needs and business objectives. The following items are the education and training modules highly recommended for the operation of your new Siemens system and are most effective for sites where technologists and/or physicians have some experience on Siemens' systems. This option provides additional opportunities to learn more specialized procedures and/or the ability to further increase efficiencies.
1	MI_SPEC_ELEARN	**e.learning cont.edu subscription-12 mths** This (12) month multi-modality e.learning subscription will provide access for (10) imaging professionals at the customer site to utilize up to (50 CEUs). This educational offering must be completed (12) months from date of purchase order. If training is not completed within the applicable time period, Siemens obligation to provide the training will expire without refund.
1	MI_SPEC_INITAL_28	**Initial onsite training 28 hrs**
1	MI_SPEC_BCLS	**MI SPECT Basic Apps Class** Tuition for (1) imaging professional to attend Siemens class at Siemens Training Center, this class is a requirement for (1) imaging professional to participate prior to on-site training. The objectives of this class are to introduce the user interface of the common syngo platform and instructions on building protocols, demonstration of software functions, and hands-on sessions. This class includes lunch, economy airfare, and lodging for (1) imaging professional. All arrangements must be arranged through Siemens designated travel agency. This educational offering must be completed (12) months from purchase date. If training is not completed within the applicable time period, Siemens obligation to provide the training will expire without refund.
1	MI_SPECT_PM	**MI SPECT Project Management** A Siemens Project Manager (PM) will be the single point of contact for the implementation of your Siemen's equipment. The assigned PM will work with the customer's facilities management, architect or building contractor to assist you in ensuring that your site is ready for installation. Your PM will provide initial and final drawings and will coordinate the scheduling of the equipment, installation, and rigging, as well as the initiation of on-site clinical education.
1	MI_SPSRT	**Syngo Remote Trainer** This offering is for 1syngo Remote Trainer(sRT) session of up to 60 minutes. Powered by a secure broadband Virtual Private Network (VPN) connection, syngo Remote Trainer connects to your Siemens imaging console and provides you with direct real-time support and training. An SRS connection must be activated to utilize syngo Remote Trainer. This educational offering must be completed by the later of (12) months from purchase or install end date. If training is not completed within the applicable time period, Siemens obligation to provide the training

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Qty	Part No.	Item Description
		will expire without refund.
1	MI_SPEC_IQ_12	**IQ SPECT Onsite Training** Up to (12) hours of on-site clinical education training, scheduled consecutively (Monday - Friday) during standard business hours for a maximum of (4) imaging professionals. Training will cover agenda items on the ASRT approved checklist. Uptime Clinical Education phone support is provided during the warranty period for specified posted hours. This educational offering must be completed (12) months from install end date. If training is not completed within the applicable time period, Siemens obligation to provide the training will expire without refund.
1	NUSYS_TRADE_IN_ALL	**Trade-in-Allowance = Philips ADAC Forte Nuclear Camera 1, SN-FA6110358, Project Nbr 2019-2858, SCRAP (-$1.00)**
1	NUSYS_TRADE_IN_ALL	**Trade-in-Allowance = Philips ADAC Forte Nuclear Camera 2, SN-1006120378, Project Nbr 2019-2857, SCRAP, (-$1.00)**
1	NMSYS_ADDL_RIGGING	**INBOUND Additional Rigging $1,280**
1	MIS_DEINSTALL_EQP	**Deinstallation Equipment - Project Nbr 2019-2857 and Project Nbr 2019-2858 $36,250**

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Quote Nr:	**1-Q2O87D Rev. 8**
Terms of Payment:	00% Down, 90% Delivery, 10% Installation Free On Board: Destination
Purchasing Agreement:	HEALTHTRUST PURCHASING GRP HEALTHTRUST PURCHASING GRP terms and conditions apply to Quote Nr 1-Q2O87D

Symbia Evo

All items listed below are included for this system: *(See Detailed Technical Specifications at end of Proposal.)*

Qty	Part No.	Item Description
1	14421681	**Symbia Evo** The Symbia Evo is a variable angle dual detector SPECT imaging system with an open gantry designed to maximize patient comfort and fast data acquisition. Equipped with Foresight Digital detectors, the Symbia Evo offers the industry's leading image quality for general purpose imaging as well as dedicated Cardiac SPECT applications. The Symbia Evo can be upgraded to Symbia Intevo Excel, Intevo 2, 6, or 16. The Symbia Evo comes equipped with a user-friendly software interface which is seamlessly integrated with the Windows 7 operating system.
2	14421231	**Low Profile 3/8 Detectors** The low profile high resolution, digital detector assembly includes a .95 cm (3/8 in.) thick NaI (Tl) crystal.
1	14421234	**Caudal Tilt** Caudal tilt on Detector 2 allows for precise positioning of static and dynamic acquisitions.
2	07835494	**Low Energy High Res Collimator** Low energy (140 keV), high resolution, parallel hole collimator
2	07835452	**Medium Energy Collimator** Medium energy (300 keV), parallel hole collimator
2	07835445	**High Energy Collimator** High energy (364 keV) parallel hole collimator
1	14414929	**IQ-SPECT** IQSPECT is a unique ultra-fast cardiac solution option for general purpose SPECT systems that enables a selection of optimized protocols: - 4 minutes using standard dose - 8 minutes using half dose - 16 minutes using only a quarter of the dose
1	14421323	**Symbia Productivity Package** The productivity package automates collimator exchange and quality control, increasing the productivity of the Symbia Intevo and Evo camera systems.
1	08717873	**Collimator Cart** The collimator cart is designed to hold collimators and allows collimator exchange without pivoting the bed.

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Qty	Part No.	Item Description
1	10413528	**AQC Web Based Training** AutoQC web based training is available on the Siemens training website.
1	10273914	**AutoQC source kit** This source kit contains includes 1 - Gd-153 line and 1 - Co-57 point source required for the automatic quality control option. Note: The site Radioactive Material License may need to be updated to receive this source.
1	14421240	**Dedicated Reconstruction System** This high performance workstation is a state of-the-art 64-bit computer architecture capable of handling high resolution data without impeding workflow. This workstation is seamlessly connected to the acquisition console by allowing the user to perform advanced reconstructions from the acquisition console.
1	10183566	**Internal ECG for Symbia** The internal ECG gating system provides ECG triggering for the nuclear subsystem for nuclear cardiology examinations. In addition, for Symbia Intevo Excel, 2, 6 and 16, and T2, T6, and T16 cameras, the internal ECG gate provides ECG triggering to the CT subsystem for CT applications that require ECG gating. The ECG gate is built into the Symbia patient bed and is controlled by the Symbia acquisition workplace. The leads are AHA (American standard) color coded. They connect near the head of the patient bed and travel with patient, thus never interfering with scanning. The ECG waveform is displayed on the touch-screen Patient Positioning Monitor.
1	08418936	**Extra Hand Controller** Provides an extra hand controller for the scanner.
1	10119031	**UPS for Symbia Camera Systems** Uninterruptible power supply option that provides 10 minutes of back up power to the SPECT gantry enabling the proper shut down in the event of a power loss. Also provides noise filtering and transient suppression. Specifications:5.0 KVA Input configuration: 200-240 VAC, 50/60 Hz, L6-30P Output configuration: 208 VAC, L6-30R
1	05245316	**UPS for e.soft/c.cam (60 Hz)** Uninterruptable power supply option that provides 10 minutes of back up power enabling the proper shut down of the system in the event of a power loss.
1	10413526	**PHS Extended Pivot** The PHS extended pivot option extends the range of pivot for the patient bed in gurney mode.
1	14415058	**Monitor, 19 LCD DICOM** The 19 DICOM Calibrated LCD monitor is designed to meet the demanding requirements of medical imaging. The display features high contrast even under high ambient light conditions that can be encountered in nuclear medicine viewing environments. The gamma curve is exactly matched to CIE/DICOM recommendation, enhancing the ability to display both color and gray scale images. Light output stability is ensured by continuous backlight control throughout the display's lifetime.
1	14415195	**4 Quadrant Phantom** A 4 quadrant 2.0-2.5.30.3.5 mm standard pattern slightly modified for use with Symbia Imaging Systems
1	14421368	**Organ Processing for Symbia** This upgrade will add organ processing capabilities to your acquisition workplace.
1	14415033	**Planar 1/2 Time Imaging** Planar 1/2 Time Imaging provides shortened Planar acquisition times.
1	14421332	**Cardiology Engine Cedars** The Cardiology Engine Cedars assists in the diagnosis and quantitative assessment of coronary artery disease by

Qty	Part No.	Item Description
		enabling the visualization of SPECT studies as well as quantified perfusion assessment.
1	07830909	**Remote Diagnostic Services** Smart Remote Services. A broadband VPN connection is required for full remote service functionality and optimal system uptime
1	10521453	**Under Floor PHS Cable SPECT** This option includes a kit for installing the cable between patient bed and the Symbia gantry under the floor.
1	10412857	**SPECT US Installation** This option includes the mechanical installation of the Symbia Evo series scanners.
1	14414937	**Symbia.net** Symbia.net is an economical solution for reading of SPECT and SPECTCT studies. The system can be optionally configured with full MI processing capabilities. The Symbia.net can be configured as a client-server system by adding the Server Management option. PET functionality is available on multi-seat systems.
1	14415058	**Monitor, 19 LCD DICOM** The 19 DICOM Calibrated LCD monitor is designed to meet the demanding requirements of medical imaging. The display features high contrast even under high ambient light conditions that can be encountered in nuclear medicine viewing environments. The gamma curve is exactly matched to CIE/DICOM recommendation, enhancing the ability to display both color and gray scale images. Light output stability is ensured by continuous backlight control throughout the display's lifetime.
1	MI_S_EDUOPTION2	**Clinical Education & Training: Option 2** Siemens offers multiple options for clinical education and training on your new system. These options enable a more personalized approach to the introduction to system operation, features, and benefits and will help ensure that your technologists and physicians have the opportunity to engage in the level of training that best meets your current clinical needs and business objectives. The following items are the education and training modules highly recommended for the operation of your new Siemens system and are most effective for sites where technologists and/or physicians have some experience on Siemens' systems. This option provides additional opportunities to learn more specialized procedures and/or the ability to further increase efficiencies.
1	MI_SPEC_ELEARN	**e.learning cont.edu subscription-12 mths** This (12) month multi-modality e.learning subscription will provide access for (10) imaging professionals at the customer site to utilize up to (50 CEUs). This educational offering must be completed (12) months from date of purchase order. If training is not completed within the applicable time period, Siemens obligation to provide the training will expire without refund.
1	MI_SPEC_INITAL_28	**Initial onsite training 28 hrs**
1	MI_SPEC_BCLS	**MI SPECT Basic Apps Class** Tuition for (1) imaging professional to attend Siemens class at Siemens Training Center, this class is a requirement for (1) imaging professional to participate prior to on-site training. The objectives of this class are to introduce the user interface of the common syngo platform and instructions on building protocols, demonstration of software functions, and hands-on sessions. This class includes lunch, economy airfare, and lodging for (1) imaging professional. All arrangements must be arranged through Siemens designated travel agency. This educational offering must be completed (12) months from purchase date. If training is not completed within the applicable time period, Siemens obligation to provide the training will expire without refund.
1	MI_SPECT_PM	**MI SPECT Project Management** A Siemens Project Manager (PM) will be the single point of contact for the implementation of your Siemen's equipment. The assigned PM will work with the customer's facilities management, architect or building contractor to assist you in ensuring that your site is ready for installation. Your PM will provide initial and final drawings and will coordinate the scheduling of the equipment, installation, and rigging, as well as the initiation of on-site clinical education.
1	MI_SPSRT	**Syngo Remote Trainer** This offering is for 1syngo Remote Trainer(sRT) session of up to 60 minutes. Powered by a secure broadband Virtual Private Network (VPN) connection, syngo Remote Trainer connects to your Siemens imaging console and provides you with direct real-time support and training. An SRS connection must be activated to utilize syngo Remote Trainer. This educational offering must be completed by the later of (12) months from purchase or install end date. If training is not completed within the applicable time period, Siemens obligation to provide the training

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Qty	Part No.	Item Description
		will expire without refund.
1	MI_SPEC_IQ_12	**IQ SPECT Onsite Training** Up to (12) hours of on-site clinical education training, scheduled consecutively (Monday - Friday) during standard business hours for a maximum of (4) imaging professionals. Training will cover agenda items on the ASRT approved checklist. Uptime Clinical Education phone support is provided during the warranty period for specified posted hours. This educational offering must be completed (12) months from install end date. If training is not completed within the applicable time period, Siemens obligation to provide the training will expire without refund.
1	NMSYS_ADDL_RIGGING	**INBOUND Additional Rigging $1,280**
1	NUSYS_TRADE_IN_ALL	**NU-Sys Trade-in-Allowance _ GE Ventri System, SN-11581, Project Nbr 2019-2856, Deinstallation Date, July 2020, -$4,500**

Contract Total: $774,936

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OPTIONS on Quote Nr: **1-Q2MI0J Rev. 6**

OPTIONS for Symbia Evo

All items listed below are OPTIONS and will be included on this system ONLY if initialed: *(See Detailed Technical Specifications at end of Proposal.)*

Qty	Part No.	Item Description	Extended Price	Initial to Accept
1	08717758	**e.media option** The e.media patient comfort and education package integrates high quality video and sound through the color touch screen patient positioning monitor.	+ $5,775	X
1	14415788	**e.media DVD Player** The e.media patient education and comfort package plays high quality video and sound through the color patient positioning monitor via a built-in commercial DVD player. The small size and compact shape of the e.media DVD player allows convenient storage and easy access for changing media.	+ $495	X

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OPTIONS on Quote Nr: **1-Q2O87D Rev. 8**

OPTIONS for Symbia Evo

All items listed below are OPTIONS and will be included on this system ONLY if initialed: *(See Detailed Technical Specifications at end of Proposal.)*

Qty	Part No.	Item Description	Extended Price	Initial to Accept
1	08717758	**e.media option** The e.media patient comfort and education package integrates high quality video and sound through the color touch screen patient positioning monitor.	+ $4,163	X
1	14415788	**e.media DVD Player** The e.media patient education and comfort package plays high quality video and sound through the color patient positioning monitor via a built-in commercial DVD player. The small size and compact shape of the e.media DVD player allows convenient storage and easy access for changing media.	+ $357	X

FINANCING: The equipment listed above may be financed through Siemens. Ask us about our full range of financial products that can be tailored to meet your business and cash flow requirements. For further information, please contact your local Sales Representative.

ACCESSORIES: Don't forget to ask us about our line of OEM imaging accessories to complete your purchase. All accessories can be purchased or financed as part of this order. To purchase accessories directly or to receive our accessories catalog, please call us directly at 1-888-222-9944 or contact your local Sales Representative.

COMPLIANCE: Compliance with legal and internal regulations is an integral part of all business processes at Siemens. Possible infringements can be reported to our Helpdesk “Tell us” function at www.siemens.com/tell-us.

Upgrades/Options/Software packages purchased and requiring installation by Siemens must be installed 60 days post shipment. If Siemens' access to the equipment on which such package(s) are to be installed is not made available within 60 days post shipment then invoicing will occur and payment will be due based upon contractual payment terms.

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TRADE-IN EQUIPMENT REQUIREMENTS

THE FOLLOWING APPLIES ONLY TO THE EXTENT THAT THE QUOTATION INCLUDES AN EQUIPMENT TRADE IN OR IF A TRADE-IN IS LATER ADDED TO THS QUOTATION VIA A CHANGE ORDER. THESE REQUIREMENTS ARE IN ADDITION TO ANY OTHER REFERENCED TERMS AND CONDITIONS OF THE QUOTATION AND SHALL REMAIN IN EFFECT REGARDLESS OF ANY CONTRARY LANGUAGE IN THE QUOTATION.

This Quotation includes the trade-in equipment described herein and referenced by either the Project Number identified in the Quotation hereof (non-Ultrasound) or the Trade In Part Number (Ultrasound) as further described in the associated Trade Sheet which is incorporated herein by reference. Purchaser certifies that the description of the trade-in equipment as set forth on the Trade Sheet is a true and accurate representation of the equipment, and that the equipment is in good working condition unless otherwise noted on the Trade Sheet.

The trade-in equipment must be made available for removal no later than turnover of the new equipment. Purchaser must vacate the room of all items not listed on the Trade Sheet, or otherwise clearly identify all items listed on the Trade Sheet, prior to the start of the de-installation. If this is not done, Seller will have no liability for items which are subsequently removed or scrapped. If the de-installation or return of the trade-in equipment is delayed by Purchaser for reasons other than a force majeure event, or if upon inspection by Seller it is determined that the equipment does not meet the manufacturer's operating specifications, or if any items listed as included on the Trade Sheet are not made available at the time of de-installation, then trade-in value will be re-evaluated and any loss in value or additional costs incurred by Seller shall be deducted from the established trade-in value and the pricing set forth on this Quotation will be adjusted by change order. In the event that access to the non-ultrasound trade-in equipment is denied past 14 days from turnover, or access to ultrasound trade-in equipment is denied past 30 days from turnover, then Purchaser shall be in breach of contract. In addition, if the purchase and installation of the new equipment covered by this Quotation is not completed, then Seller shall invoice Purchaser for all costs and expenses incurred by Seller in connection with the de-installation and removal of the trade-in equipment, including but not limited to labor, materials, rigging out, and transportation, which costs shall be paid by Purchaser within thirty (30) days of the invoice date.

Purchaser further acknowledges and agrees that (i) the trade-in equipment will be free and clear of all liens and encumbrances including, but not limited to, unpaid leases and loans, and that upon request, it will execute a bill of sale or other documents reasonably satisfactory to Siemens to transfer title and ownership of the equipment to Seller, (ii) it is Purchaser's sole responsibility to delete all protected health information and any other confidential information from the equipment prior to de-installation, without damaging or cannibalizing the equipment or otherwise affecting the operation of the equipment in accordance with its specifications, (iii) any radioactive sources and other hazardous materials are removed from the equipment, (iv) equipment has been wiped down and decontaminated of any blood and/or other potentially infectious materials (v) the equipment, including all updates, upgrades, modifications, enhancements, revisions, software, S/W disks and manuals, shall be returned to Siemens in good operating condition, reasonable wear and tear excepted, and (vi) subject to applicable Nevada law, Purchaser shall indemnify and hold Seller harmless from and against any and all claims, demands, causes of action, damages, liability, costs and expenses (including reasonable attorney's fees) resulting or arising from Purchaser's failure to comply with items (i) through (v) above.

FOR MR SYSTEMS: cryogen levels must be least 65% upon time of de-installation. FOR MOBILE SYSTEMS: system must be road worthy and a state issued title transferring ownership to Seller (or Designee) must be received prior to the removal of the mobile system. FOR MODALITY TRADE SYSTEMS (non-ultrasound): The trade-in equipment must be available for inspection within two weeks of the scheduled de-installation date. In addition, Purchaser must provide a clear path for the removal of the trade-in equipment and on the date of de-installation after final inspection and test by the Seller (or Designee) has occurred, the Purchaser must supply licensed tradespeople to disconnect the power and plumbing (including draining/removing and disposing of any hazardous materials including, but not limited to, glycol coolant from the chiller, oil from the transformer and radioactive sources, as examples.). Any additional costs due to the need to use a larger rig (other than a standard 80 ton rig), as well as any construction activities, street closings, permits, etc., required to de-install/remove the equipment are out-of-scope costs and will be the responsibility of Purchaser. FOR ULTRASOUND SYSTEMS – Purchaser may provide transducers with the Ultrasound unit being traded in, but will not receive additional credit for such transducers.

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MI Warranty Information

Product (New Systems and "ECO" Refurbished Systems Only)	**Period of Warranty**[1]	**Coverage**	
MI-SPECT System or MI-PET System (not including radioactive sources and consumables)	12 months	Full Warranty (parts & labor, including ALL CT tubes) Principal Coverage Period 8am-5pm Monday through Friday[2]	

The parts warranty below only applies to purchased parts, not to replacement parts provided pursuant to a warranty. Repairs or replacements shall not interrupt, extend or prolong the term of the warranty.			
Straton CT tubes	Prorated to a maximum of 160,000 scan-seconds or 12 months whichever occurs first	Prorated credit given to customer against replacement cost	credit percentage = (160,000 – scan-seconds used) / 160,000*100
Dura 181, 202, 302, 352	Prorated to a maximum of 40,000 scan-seconds or 6 months whichever occurs first	Prorated credit given to customer against replacement cost	credit percentage = (40,000 – scan-seconds used) / 40,000*100
Dura Akron Q CT tubes	Prorated to a maximum of 30,000 scan-seconds or 6 months whichever occurs first	Prorated credit given to customer against replacement cost	credit percentage = (30,000 – scan-seconds used) / 130,000*100
Dura 422, 688	Prorated to a maximum of 100,000 scan-seconds or 12 months whichever occurs first	Prorated credit given to customer against replacement cost	credit percentage = (100,000 – scan-seconds used) / 100,000*100
Radioactive sources	Not covered		
Spare parts	6 months	Parts only	
Consumables	Not covered		

Note: Optional Extended Warranty Coverage can be obtained by purchase of a service agreement.

[1] Period of Warranty commences from the date of first use or completion of installation, whichever occurs first. In the event the completion of installation is delayed for reasons beyond Siemens' control, the stated Warranty period shall commence 60 days after delivery of equipment.

[2] Standard deliverable independent of subsequent service contract commitment

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Detailed Technical Specifications

Symbia Evo

Part No. / Product	Description
14421681 **Symbia Evo**	The Symbia Evo has the following base features: - Gantry - Patient Bed - Acquisition Workplace - SPECT Acquisition Features **Gantry** The gantry has two Variable Angle SPECT detectors and an, open design with 102 x 78 cm (40.2 x 30.7 in) patient opening. The two Foresight Digital SPECT detectors can be configured for a myriad of applications including 76° or 90° for cardiac applications and at 180° or numerous other configurations for all other whole body and general protocols. The unobstructed gantry base permits planar imaging of seated and standing patients and patients on wheelchairs, or on standard imaging tables, gurneys and hospital beds. Optional caudal tilt of one detector allows for optimum detector positioning of static and dynamic acquisitions. The contemporary design of the gantry incorporates Siemens-typical design elements. The gantry supports circular orbits and non-circular orbits using autocontour. Autocontour, with infrared real-time body contouring, is a standard component which minimizes patient to collimator distance to 1.2 cm (0.45 inches) in Whole Body and SPECT noncircular orbit acquisition modes. All motorized motions of the patient bed, gantry and detectors are controlled from the hand controller which can be plugged into either side of the gantry. The Patient Positioning Monitor (PPM) is a touch screen flat panel display monitor which can be rotated for a wide range user access and visibility. It is used for the following functions: - Patient Positioning with window and persistence adjustment - Acquisition Parameter display (elapsed time, time remaining, view number, count rate, etc.) - Detector and bed position information - Gantry Control (reconfiguration, collimator change, offset zoom **Patient Bed** The patient-oriented design of the imaging bed consists of 40.0 cm (15.8 inch) wide and 2.6 mm (0.10 inch) aluminum pallet, supporting patient weights up to 227 kg (500 lbs). Minimum bed height is 53 cm (21 inches) for easy patient access. Programmable table positions for wheelchairs and gurneys minimize the transport efforts of patients and staff. Integrated rulers on each side of the patient bed, allow for quick whole body set up. The patient bed can easily be removed for rail-free access of sitting/standing patients, wheelchairs, imaging tables, gurneys and hospital beds. A fully integrated source holder is provided for quick and convenient quality control. Since patient comfort plays an important role in high quality medical imaging, the Symbia Evo comes equipped with the following comfort accessories: - a head holder to support and stabilize the head during brain SPECT examinations - a SPECT armrest to support upper arms and hands during SPECT examinations - a whole body armrest to support the arms and keep them within the detector field of view during whole body examinations - a set of patient support straps to help patient lie still on bed **Acquisition Workplace** The syngo-based high performance acquisition workstation provides a wide range of clinical acquisition protocols utilizing a graphical user interface, keyboard and mouse.

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Part No. / Product	Description

Part No. / Product	Description
(Continued) **14421681** **Symbia Evo**	**SPECT Acquisition Features** **SPECT Acquisition Modes:** - Planar static and dynamic - Whole Body - SPECT - Gated SPECT - Dynamic SPECT - Whole Body SPECT **Workflow Features:** The system combines acquisition, post-processing (optional), and display into user customizable workflows that automate many clinical routines, remembering parameters for each clinical protocol, the workflow will automatically print, archive, and distribute your results to other devices on your network. **Quality Control:** Automatic and manual motion correction features aids in the improvement of the quality of the acquired images. Besides correcting for motion, gated studies can be beat normalized and quality control images such as sinograms and linograms created to document the results. **3D Orientation:** Reorient acquired SPECT volumes interactively to achieve the desired image orientation. Cardiac and general orientations are supported. If desired, the orientation applied to one volume can be automatically applied to up to 3 additional volumes. **Image Registration:** Multiple techniques provide accurate registration of acquired images including translation and rotation in three primary planes, optional automatic registration and landmark registration. The choice of output matrix size is a standard feature. **Reconstruction:** The reconstruction engine can resconstruct up to 5 volumes concurrently. Standard SPECT as well as wholebody, dynamic and gated cardiac volumes can be created. An advanced technique that provides high image quality comes standard with our system. Flash 3D is a 3D iterative image reconstruction solution which offers the best reconstruction resolution in the market today following NEMA requirements. Flash 3D reconstruction uses a measured 3D collimator beam model in the iteration process. Correct modeling of the collimator distributes the activity over the slices for more accurate reconstruction. With Flash, the spatial resolution of the collimator is modeled to maintain the precise shape of the lesion. As a result, images are reconstructed with more counts in the correct volume, increasing image contrast. The key components behind Flash 3D technology are: - Ordered Subset Expectation Maximization (OSEM) reconstruction algorithm using 3D collimator modeling to increase resolution and decrease noise, while maintaining the exact shape of organs and lesions, when compared to filtered back projection reconstruction. - Scatter Correction that uses patient specific scatter projection estimates to form a generalized dual-or triple energy window method to compensate for scatter during the iterative reconstruction process.
14421231	Symbia utilizes energy independent low profile digital Foresight detectors.

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Part No. / Product	Description
Low Profile 3/8 Detectors	Detector assembly technical specifications: – True rectangular FOV of 38.7 x 53.3 cm (15.25 x 21 in.)

Part No. / Product	Description
(Continued) **14421231** **Low Profile 3/8 Detectors**	– 59 photomultiplier tubes – 53, 7.6 cm (3 in.) and 6, 5.1 cm (2 in.) diameter tubes – .95 x 59.1 x 44.5 cm (3/8 x 23 x 17.4 in.) NaI (Tl) crystal material The Low Profile Digital Foresight Detector features: – Balanced performance between energy resolution and spatial resolution – One, 10-bit high-speed flash ADC per PMT – Variable PMT selection ensures high resolution for all multi-energy and multi-peak applications – Optimized dynamic digital integration time to improve high count rate capability – Individual PMT pile-up correction for improved performance at high count rates – Energy independence maintains clinical performance at all energies including multi-peak and dual isotope studies – Location independence maintains consistent spatial resolution across the field of view – Crystal variation correction for optimal uniformity and linearity across all energies Single source (Co-57 or Tc-99m) tunes the detector for all energies
07835494 **Low Energy High Res Collimator**	The low energy high resolution collimator has the following technical specifications: - 148,000 hexagonal holes - Sensitivity: 202 cpm/microCurie - Resolution: 7.5mm at 10 cm - Weight: 22 kg (49 lbs)
07835452 **Medium Energy Collimator**	The medium energy collimator has the following technical specifications: - 14,000 hexagonal holes - Sensitivity: 275 cpm/microCurie - Resolution: 12.5 mm at 10 cm - Weight: 64 kg (140 lbs)
07835445 **High Energy Collimator**	The high energy collimator has the following technical specifications: - 8,000 hexagonal holes - Sensitivity: 135 cpm/microCurie - Resolution: 13.4 mm at 10 cm - Weight: 125 kg (275 lbs) Due to the weight of these collimators, it is recommended that an individual collimator cart containing only the 2 high energy collimators be utilized.
14414929 **IQ-SPECT**	IQ•SPECT is a unique ultra-fast cardiac solution option for general purpose SPECT systems. The foundation for IQ•SPECT relies on 3 key technological advancements: - SMARTZOOM collimators - Cardio-centric orbit - Advanced reconstruction **SMARTZOOM collimators** The SMARTZOOM collimator is capable of magnifying the heart and capture up to 4 times higher sensitivity than conventional LEHR collimators.

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Part No. / Product	Description
	Cardio-Centric Orbit An intelligent Cardio-Centric Orbit is used to maintain the heart at the center of the SMARTZOOM field of view for every view of the acquisition. **Advanced Reconstruction** The advanced reconstruction method fully models the collimator and the camera system while performing

Part No. / Product	Description
(Continued) **14414929** **IQ-SPECT**	distance-dependent isotropic resolution recovery, CT based attenuation compensation (Symbia T, and Symbia Intevo series scanners), and energy window based scatter correction. The entire IQ-SPECT solution was carefully designed to address the needs of the clinic, with a selection of optimized protocol options: - 4 minutes using standard dose - 8 minutes using half dose - 16 minutes using only a quarter of the dose
14421323 **Symbia Productivity Package**	The productivity package includes the following features: - Integrated Collimator Changer - Automatic Collimator Exchange - Automatic Quality Control **Integrated Collimator Changer** Innovative collimator exchange system that is mounted beneath the patient bed. Saves time and effort when changing collimators. Holds two sets of low or medium energy collimators including SMARTZOOM collimators. **Automatic Collimator Changer** Fully automated changing of collimators within the integrated collimator changer. Collimator removal or exchange is initiated from the patient positioning monitor. **Automatic Quality Control** Automatic quality control is performed via self-shielding Gd-153 line and Co-57 point sources. The sources are housed in the patient bed and are extended automatically as part of the camera's quality control procedures. The daily, weekly, and monthly procedures are customer scheduled and performed automatically without manual intervention.
08717873 **Collimator Cart**	The collimator cart is automatically clamped to the patient bed once positioned by the user. The clamping mechanism allows precise collimator exchange to occur. The collimator cart is designed to hold 2 sets of collimators, or 1 set in combination with a pinhole collimator. Due to the weight of the high energy collimators, it is recommended that an individual collimator cart contains only 1 set of high energy collimators.
10273914 **AutoQC source kit**	The useful life of the 370 MBq (10 mCi) Gd-153 line, used for daily extrinsic floods and monthly multi-head registration procedures, is 2 years. The useful life of the 1.85 MBq (50 µCi) Co-57 point, used for intrinsic floods, is 1 year. Sources that have been replaced are returned to the source vendor for disposal. Return shipment costs are not included in the purchase price.

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Part No. / Product	Description
08418936 Extra Hand Controller	The Symbia scanner comes standard with a single hand controller that can be plugged into either side of the gantry. This option adds an additional hand controller for added efficiency in accessing the motorized motions for the patient bed, gantry, and detectors.
05245316 UPS for e.soft/c.cam (60 Hz)	Specifications: 1.4 KVA Input configuration: 120 VAC, 5-15P

Part No. / Product	Description
(Continued) **05245316 UPS for e.soft/c.cam (60 Hz)**	Output configuration: 120 VAC, (6) 5-15R
10413526 PHS Extended Pivot	The extended pivot increases the range from 33 degrees to 45 degrees to allow better handling of wide hospital beds.
14415058 Monitor, 19 LCD DICOM	Additional features include: - 19" TFT panel - minimum of 170 degree horizontal and vertical viewing angle - Optimal picture resolution of 1280 x 1024 - Contrast ratio 450:1 - Maximum luminance 280 cd/m2 - Anti-glare panel surface
14421368 Organ Processing for Symbia	Organ processing provides generic tools for the manipulation of NM images. In addition, it provides dedicated processing protocols for the many different types of exams performed in nuclear medicine departments. Features provided are: - Cardiac: Planar Gated Blood Pool, First Pass, Shunt - Lung: Perfusion, Ventilation, V/Q - Thyroid - Renal: GFR, ERPF, MAG3, Transplant, TER, Ace Inhibitor - Gastric - Hepatobiliary - Brain: Patlok, Lassen, IMP, IMP-ARG, NIMS - GSA Liver - Parathyroid: Scaled subtraction - Image manipulation tools: Series Filter, Series Arithmetic, - Series Reformat, and Series ROI and Curve - Manual Fusion
14415033 Planar 1/2 Time Imaging	The Planar ½ Time Imaging package is based upon a statistical, adaptive de-noising and de-blurring process for planar imaging. It can be used to: – Shorten the acqujsition time of planar imaging, and/or – Reduce the dose administered to the patient, and/or – Enhance the image quality of statistically poor imaging results

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Part No. / Product	Description
14421332 **Cardiology Engine Cedars**	The Cardiology Engine provides the Cedars Cardiac SPECT Suite, a comprehensive set of quantitation programs for the evaluation of SPECT Myocardial Perfusion Imaging The engine calculates a comprehensive set of cardiac parameters including ejection fractions, volumes, wall motion including right ventricular free wall motion in QBS, wall thickening, perfusion (%). QPS allows for the quantitation of prone SPECT data and of serial perfusion changes. Both 20 and AHA-17 segment scoring models are available. In addition to calculating an Eccentricity Index, QGS also calculates a more regional measure of LV shape known as the Shape Index. Displays include gated slices with contours, a motion frozen display which results in better resolution and contrast by eliminating motion of the cardiac cycle, interactive 3D images, and polar maps. Manual over-ride of contours and DICOM compatible output are additional features. Outputs include DICOM secondary capture files, result files as well as the ability to generate an AVI file format. The Cedars application is an OEM product developed and supported by Cedars Sinai. Applications include: Cedars SPECT Suite
07830909 **Remote Diagnostic Services**	A broadband connection is required for full remote service functionality and optimal system uptime. The Smart Remote Service option allows for remote access to your networked workstations. Hardware may need to be purchased. Features include: - Image Transfer - Remote updates including Virus Protection - Error log retrieval - Remote Workflow revisions - Remote configuration - License management - Remote workstation control via netmeeting
10521453 **Under Floor PHS Cable SPECT**	This option does not include the cost of any room modifications for sub-floor installation of the cable.
10412857 **SPECT US Installation**	Installation includes: - Complete system assembly - Alignment - System startup - Calibrations - Performance verification to factory specifications
14437955 **teamplay Basic**	<u>teamplay BASIC applications (free of charge)</u> teamplay Dose and teamplay Usage BASIC are restricted to datasets produced by Siemens modalities. - teamplay Dose BASIC – Simplify your radiation dose management - teamplay Usage BASIC – Increase your efficiency and optimize your imaging fleet utilization - teamplay Images BASIC - Share and discuss images in a secured environment To get connected to the teamplay cloud platform, teamplay Receiver software needs to be installed on hardware on the local institution network to manage communication of data between institution and teamplay cloud platform. <u>Prerequisites on (virtual) servers:</u> The teamplay Receiver software should be installed on hardware or virtual machines provided by the customer, meeting the minimum requirements listed below. Installation tasks need to be performed by customer organization's IT organization. Customer provides hardware running either Windows 64-bit server or client operating system (at least Windows Server 2012 R2 or Windows Server 2016 is recommended for a production environment although Windows 10 may be used): min. dual core CPU system / min. 4 GB memory with at least 200 GB free disk space (< 500 GB recommended)

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Part No. / Product	Description
	and network connection and Internet access. At least 6 Mbit/s upload bandwidth to the Internet. Recommendation: - small sites (<50kppy): >4 core system / >8 GB memory - medium sites (<250kppy): >6 core system / > 8 GB memory - large sites (>250kppy): > 8 core system / >16 GB memory Customer is responsible for: - Network and firewall infrastructure - Potential additional efforts for PACS configuration (e.g. request to PACS provider) - Additional efforts for RDSR activation on imaging modality These requirements are applicable when fetching data for teamplay applications using DICOM Q/R. For other scenarios requirements can be provided on request.

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Part No. / Product	Description
08717758 **e.media option** **(Optional)**	Hospital promotional videos, patient procedure information, relaxation videos, and music CDs are just a few examples of the material that can be experienced with e.media.

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Symbia Evo

Part No. / Product	Description
14421681 **Symbia Evo**	The Symbia Evo has the following base features: - Gantry - Patient Bed - Acquisition Workplace - SPECT Acquisition Features **Gantry** The gantry has two Variable Angle SPECT detectors and an, open design with 102 x 78 cm (40.2 x 30.7 in) patient opening. The two Foresight Digital SPECT detectors can be configured for a myriad of applications including 76° or 90° for cardiac applications and at 180° or numerous other configurations for all other whole body and general protocols. The unobstructed gantry base permits planar imaging of seated and standing patients and patients on wheelchairs, or on standard imaging tables, gurneys and hospital beds. Optional caudal tilt of one detector allows for optimum detector positioning of static and dynamic acquisitions. The contemporary design of the gantry incorporates Siemens-typical design elements. The gantry supports circular orbits and non-circular orbits using autocontour. Autocontour, with infrared real-time body contouring, is a standard component which minimizes patient to collimator distance to 1.2 cm (0.45 inches) in Whole Body and SPECT noncircular orbit acquisition modes. All motorized motions of the patient bed, gantry and detectors are controlled from the hand controller which can be plugged into either side of the gantry. The Patient Positioning Monitor (PPM) is a touch screen flat panel display monitor which can be rotated for a wide range user access and visibility. It is used for the following functions: - Patient Positioning with window and persistence adjustment - Acquisition Parameter display (elapsed time, time remaining, view number, count rate, etc.) - Detector and bed position information - Gantry Control (reconfiguration, collimator change, offset zoom **Patient Bed** The patient-oriented design of the imaging bed consists of 40.0 cm (15.8 inch) wide and 2.6 mm (0.10 inch) aluminum pallet, supporting patient weights up to 227 kg (500 lbs). Minimum bed height is 53 cm (21 inches) for easy patient access. Programmable table positions for wheelchairs and gurneys minimize the transport efforts of patients and staff. Integrated rulers on each side of the patient bed, allow for quick whole body set up. The patient bed can easily be removed for rail-free access of sitting/standing patients, wheelchairs, imaging tables, gurneys and hospital beds. A fully integrated source holder is provided for quick and convenient quality control. Since patient comfort plays an important role in high quality medical imaging, the Symbia Evo comes equipped with the following comfort accessories: - a head holder to support and stabilize the head during brain SPECT examinations - a SPECT armrest to support upper arms and hands during SPECT examinations - a whole body armrest to support the arms and keep them within the detector field of view during whole body examinations - a set of patient support straps to help patient lie still on bed **Acquisition Workplace** The syngo-based high performance acquisition workstation provides a wide range of clinical acquisition protocols utilizing a graphical user interface, keyboard and mouse. **SPECT Acquisition Features**

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Part No. / Product	Description

Part No. / Product	Description
(Continued) **14421681** **Symbia Evo**	**SPECT Acquisition Modes:** - Planar static and dynamic - Whole Body - SPECT - Gated SPECT - Dynamic SPECT - Whole Body SPECT **Workflow Features:** The system combines acquisition, post-processing (optional), and display into user customizable workflows that automate many clinical routines, remembering parameters for each clinical protocol, the workflow will automatically print, archive, and distribute your results to other devices on your network. **Quality Control:** Automatic and manual motion correction features aids in the improvement of the quality of the acquired images. Besides correcting for motion, gated studies can be beat normalized and quality control images such as sinograms and linograms created to document the results. **3D Orientation:** Reorient acquired SPECT volumes interactively to achieve the desired image orientation. Cardiac and general orientations are supported. If desired, the orientation applied to one volume can be automatically applied to up to 3 additional volumes. **Image Registration:** Multiple techniques provide accurate registration of acquired images including translation and rotation in three primary planes, optional automatic registration and landmark registration. The choice of output matrix size is a standard feature. **Reconstruction:** The reconstruction engine can resconstruct up to 5 volumes concurrently. Standard SPECT as well as wholebody, dynamic and gated cardiac volumes can be created. An advanced technique that provides high image quality comes standard with our system. Flash 3D is a 3D iterative image reconstruction solution which offers the best reconstruction resolution in the market today following NEMA requirements. Flash 3D reconstruction uses a measured 3D collimator beam model in the iteration process. Correct modeling of the collimator distributes the activity over the slices for more accurate reconstruction. With Flash, the spatial resolution of the collimator is modeled to maintain the precise shape of the lesion. As a result, images are reconstructed with more counts in the correct volume, increasing image contrast. The key components behind Flash 3D technology are: - Ordered Subset Expectation Maximization (OSEM) reconstruction algorithm using 3D collimator modeling to increase resolution and decrease noise, while maintaining the exact shape of organs and lesions, when compared to filtered back projection reconstruction. - Scatter Correction that uses patient specific scatter projection estimates to form a generalized dual-or triple energy window method to compensate for scatter during the iterative reconstruction process.
14421231 **Low Profile 3/8 Detectors**	Symbia utilizes energy independent low profile digital Foresight detectors. Detector assembly technical specifications: – True rectangular FOV of 38.7 x 53.3 cm (15.25 x 21 in.) – 59 photomultiplier tubes – 53, 7.6 cm (3 in.) and 6, 5.1 cm (2 in.) diameter tubes

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Part No. / Product	Description
	– .95 x 59.1 x 44.5 cm (3/8 x 23 x 17.4 in.) NaI (Tl) crystal material The Low Profile Digital Foresight Detector features:

Part No. / Product	Description
(Continued) **14421231** **Low Profile 3/8 Detectors**	– Balanced performance between energy resolution and spatial resolution – One, 10-bit high-speed flash ADC per PMT – Variable PMT selection ensures high resolution for all multi-energy and multi-peak applications – Optimized dynamic digital integration time to improve high count rate capability – Individual PMT pile-up correction for improved performance at high count rates – Energy independence maintains clinical performance at all energies including multi-peak and dual isotope studies – Location independence maintains consistent spatial resolution across the field of view – Crystal variation correction for optimal uniformity and linearity across all energies Single source (Co-57 or Tc-99m) tunes the detector for all energies
07835494 **Low Energy High Res Collimator**	The low energy high resolution collimator has the following technical specifications: - 148,000 hexagonal holes - Sensitivity: 202 cpm/microCurie - Resolution: 7.5mm at 10 cm - Weight: 22 kg (49 lbs)
07835452 **Medium Energy Collimator**	The medium energy collimator has the following technical specifications: - 14,000 hexagonal holes - Sensitivity: 275 cpm/microCurie - Resolution: 12.5 mm at 10 cm - Weight: 64 kg (140 lbs)
07835445 **High Energy Collimator**	The high energy collimator has the following technical specifications: - 8,000 hexagonal holes - Sensitivity: 135 cpm/microCurie - Resolution: 13.4 mm at 10 cm - Weight: 125 kg (275 lbs) Due to the weight of these collimators, it is recommended that an individual collimator cart containing only the 2 high energy collimators be utilized.
14414929 **IQ-SPECT**	IQ•SPECT is a unique ultra-fast cardiac solution option for general purpose SPECT systems. The foundation for IQ•SPECT relies on 3 key technological advancements: - SMARTZOOM collimators - Cardio-centric orbit - Advanced reconstruction **SMARTZOOM collimators** The SMARTZOOM collimator is capable of magnifying the heart and capture up to 4 times higher sensitivity than conventional LEHR collimators. **Cardio-Centric Orbit** An intelligent Cardio-Centric Orbit is used to maintain the heart at the center of the SMARTZOOM field of view for

Part No. / Product	Description
	every view of the acquisition. **Advanced Reconstruction** The advanced reconstruction method fully models the collimator and the camera system while performing distance-dependent isotropic resolution recovery, CT based attenuation compensation (Symbia T, and Symbia Intevo series scanners), and energy window based scatter correction. The entire IQ-SPECT solution was carefully designed to address the needs of the clinic, with a selection of

Part No. / Product	Description
(Continued) **14414929** **IQ-SPECT**	optimized protocol options: - 4 minutes using standard dose - 8 minutes using half dose - 16 minutes using only a quarter of the dose
14421323 **Symbia Productivity Package**	The productivity package includes the following features: - Integrated Collimator Changer - Automatic Collimator Exchange - Automatic Quality Control **Integrated Collimator Changer** Innovative collimator exchange system that is mounted beneath the patient bed. Saves time and effort when changing collimators. Holds two sets of low or medium energy collimators including SMARTZOOM collimators. **Automatic Collimator Changer** Fully automated changing of collimators within the integrated collimator changer. Collimator removal or exchange is initiated from the patient positioning monitor. **Automatic Quality Control** Automatic quality control is performed via self-shielding Gd-153 line and Co-57 point sources. The sources are housed in the patient bed and are extended automatically as part of the camera's quality control procedures. The daily, weekly, and monthly procedures are customer scheduled and performed automatically without manual intervention.
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Part No. / Product	Description
05245316 **UPS for e.soft/c.cam (60 Hz)**	Specifications: 1.4 KVA Input configuration: 120 VAC, 5-15P Output configuration: 120 VAC, (6) 5-15R

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Part No. / Product	Description
10413526 **PHS Extended Pivot**	The extended pivot increases the range from 33 degrees to 45 degrees to allow better handling of wide hospital beds.
14415058 **Monitor, 19 LCD DICOM**	Additional features include: - 19" TFT panel - minimum of 170 degree horizontal and vertical viewing angle - Optimal picture resolution of 1280 x 1024 - Contrast ratio 450:1 - Maximum luminance 280 cd/m2 - Anti-glare panel surface
14421368 **Organ Processing for Symbia**	Organ processing provides generic tools for the manipulation of NM images. In addition, it provides dedicated processing protocols for the many different types of exams performed in nuclear medicine departments. Features provided are: - Cardiac: Planar Gated Blood Pool, First Pass, Shunt - Lung: Perfusion, Ventilation, V/Q - Thyroid - Renal: GFR, ERPF, MAG3, Transplant, TER, Ace Inhibitor - Gastric - Hepatobiliary - Brain: Patlok, Lassen, IMP, IMP-ARG, NIMS - GSA Liver - Parathyroid: Scaled subtraction - Image manipulation tools: Series Filter, Series Arithmetic, - Series Reformat, and Series ROI and Curve - Manual Fusion
14415033 **Planar 1/2 Time Imaging**	The Planar ½ Time Imaging package is based upon a statistical, adaptive de-noising and de-blurring process for planar imaging. It can be used to: – Shorten the acqujsition time of planar imaging, and/or – Reduce the dose administered to the patient, and/or – Enhance the image quality of statistically poor imaging results
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Part No. / Product	Description

Part No. / Product	Description
(Continued) **07830909** **Remote Diagnostic Services**	Features include: - Image Transfer - Remote updates including Virus Protection - Error log retrieval - Remote Workflow revisions - Remote configuration - License management - Remote workstation control via netmeeting
10521453 **Under Floor PHS Cable SPECT**	This option does not include the cost of any room modifications for sub-floor installation of the cable.
10412857 **SPECT US Installation**	Installation includes: - Complete system assembly - Alignment - System startup - Calibrations - Performance verification to factory specifications
14414937 **Symbia.net**	Symbia.net is a clinical workplace that offers: System Features: - Workflow based architecture - DICOM networking, printing - User configurable displays - 3D Orientation - Image Fusion Access to reading capabilities from anywhere (requires Server Management option) - Any standard PC, Mac, or iPad with a network connection can be set up as a client - Up to 10 concurrent users can access the clinical network simultaneously Easy installation and operation - Symbia.net easily integrates with existing cameras, RIS and PACS - A virtually unlimited number of client computers can be installed remotely (requires Server Management option) - Designed for the needs of nuclear medicine with a user friendly interface and advanced automation features Optional Extensions - Server Management option - Supports up to 10 concurrent users - 1 seat at the workplace - Up to 9 floating client licenses - Cardiology Engines - Oncology Engines - Neurology Engines

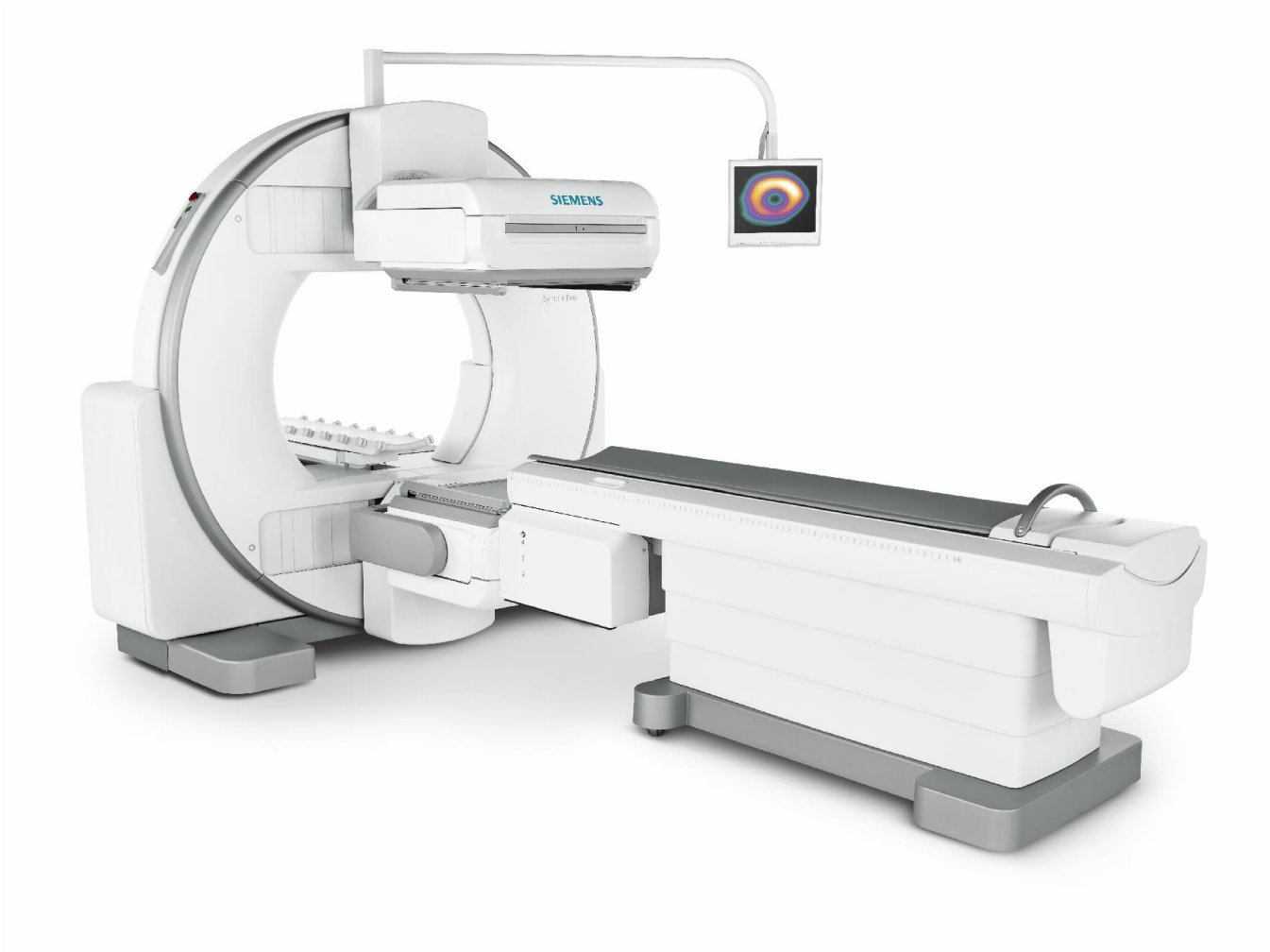
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Part No. / Product	Description
	- MI Processing Engine - Advanced SPECT/CT Reconstruction - MI Cardiac Process Engine
14415058 **Monitor, 19 LCD DICOM**	Additional features include: - 19" TFT panel - minimum of 170 degree horizontal and vertical viewing angle - Optimal picture resolution of 1280 x 1024 - Contrast ratio 450:1 - Maximum luminance 280 cd/m2 - Anti-glare panel surface
08717758 **e.media option (Optional)**	Hospital promotional videos, patient procedure information, relaxation videos, and music CDs are just a few examples of the material that can be experienced with e.media.

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SYMBIA EVO
TYPICAL ROOM PLAN

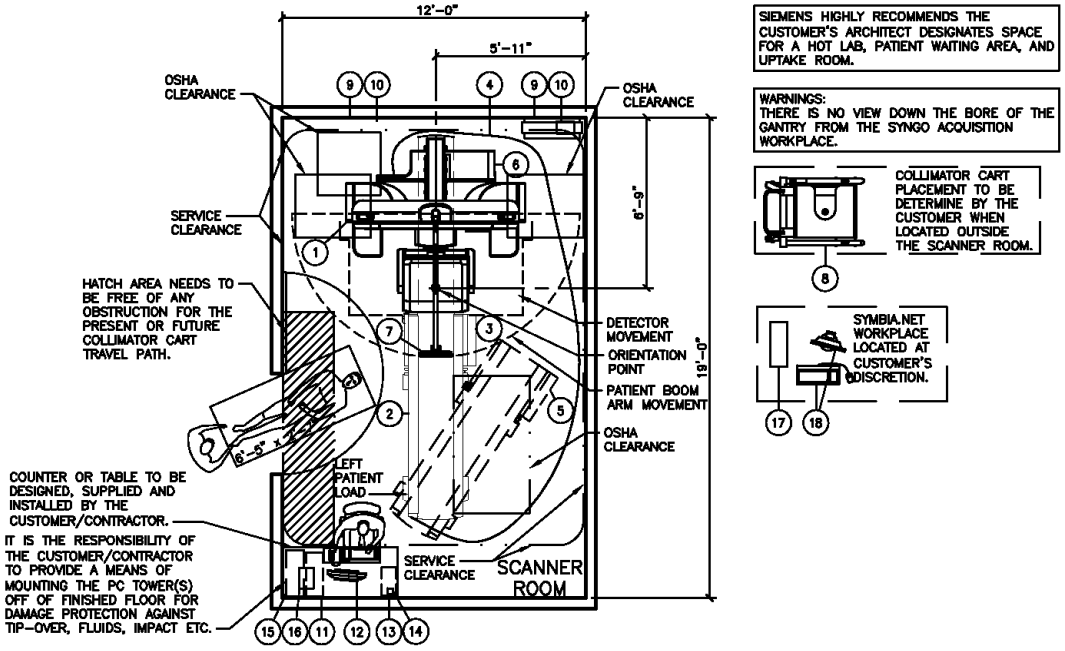


The intended use for this Cut Sheet is to communicate the spatial requirements as well as the basic architectural, electrical, structural, and mechanical requirements for this piece of imaging equipment. The information provided in this document is for reference only, during the pre-planning stage, and therefore does not contain any site specific detailed requirements. This information is subject to change without notice. Federal, state and/or local requirements may impact the final placement of the components. It is the customer's responsibility to ensure that the final layout and placement of the equipment complies with all applicable requirements.

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FOR REFERENCE ONLY,
NOT FOR CONSTRUCTION.

SYMBIA EVO
TYPICAL ROOM PLAN



TYPICAL PLAN SCALE: 1/8" = 1'-0"

SYMBIA EVO
SPECIFICATIONS

EQUIPMENT LEGEND

NO	DESCRIPTION	SMS SYM	WEIGHT (LBS)	BTU/HR TO AIR	DIMENSIONS (INCHES) W	D	H	REMARKS
1	SYMBIA EVO GANTRY WITH COLLIMATORS	B	6,114	5,123	89	83	89	3,415 BTU ON STANDBY. WORST CASE WEIGHT 6,114 LBS. WITH 1 SET HIGH ENERGY COLLIMATORS 275 LBS. EACH.
2	FRONT PHS		1,966	–	27	97 1/2	23 3/16	MAXIMUM HEIGHT 41"
3	AUTOMATIC COLLIMATOR CHANGER–ACC WITH AQC – PRODUCTIVITY PACKAGE (OPTION)		658	–	33	24 1/2	24 1/2	WEIGHT CALCULATED WITH 1 SET LOW AND MEDIUM ENERGY COLLIMATORS.
4	PHS CABLE ON THE FLOOR STANDARD		–	–	–	–	–	41' CABLE EXPOSED ON THE FLOOR
5	PHS STANDARD PIVOT		–	–	–	–	–	STANDARD PIVOT – 33 DEGREES
6	REAR PHS WITH SNAC		331	–	–	–	–	ON FLOOR
7	PATIENT BOOM SWING ARM		–	–	–	–	–	
8	COLLIMATOR CART (EMPTY) (OPTION)		400	–	47 1/2	32 5/8	39 7/8	NOTE INDIVIDUAL COLLIMATORS ADD 80 LBS –275 LBS. PER COLLIMATOR TO CART WEIGHT.
9	UPS FOR SPECT (OPTION)		124	1,024	10	28 3/8	17 7/8	ON FLOOR
10	TVSS SURGE PROTECTION UPS FOR SPECT (OPTION)		11	–	8	6	10	ON TOP OF UPS FOR SPECT
11	SYMBIA EVO SYNGO ACQUISITION WORKPLACE CPU	ACS	55	2,732	8	20 3/4	17 3/4	OFF FLOOR
12	SYMBIA EVO SYNGO ACQUISITION WORKPLACE MONITOR		31	*	20 1/4	19 1/2	21	*BTU'S INCL. WITH ACS CPU
13	UPS FOR E.SOFT/C.CAM (OPTION)		45	148	6 13/16	13 3/16	10 3/16	ON FLOOR
14	TVSS FOR UPS FOR E.SOFT/C.CAM (OPTION)		11	–	2 3/4	2 3/4	4 1/2	ON TOP OF UPS FOR E.SOFT/C.CAM
15	DEDICATED RECONSTRUCTION SYSTEM (OPTION)		55	3,757	8	21	18	OFF FLOOR
16	DVD (OPTION)	DVD	–	–	–	–	–	ON CUSTOMER'S COUNTER
17	SYMBIA.NET WORKPLACE CPU (OPTION)	SNW	51	1,434	8	21	17 1/2	OFF FLOOR
18	SYMBIA.NET WORKPLACE KEYBOARD AND MONITOR (OPTION)		31	*	17 5/8	18 5/16	17	*BTU'S INCL. WITH SNW CPU

CASEWORK & ACCESSORY NOTES

1. ALL CASEWORK IS EITHER EXISTING OR IS TO BE DESIGNED, DETAILED, FURNISHED AND INSTALLED BY THE CUSTOMER AND/OR CONTRACTOR. FOLLOW DESIGN RECOMMENDATIONS INCLUDED HEREWITH, AS THEY ARE ESSENTIAL FOR THE SUCCESSFUL INSTALLATION & OPERATION OF THE SIEMENS EQUIPMENT.
2. THE SOUND SYSTEM AND INTERCOM BETWEEN THE EXAMINATION AND CONTROL ROOMS ARE TO BE LOCATED, FURNISHED AND INSTALLED BY THE CUSTOMER/CONTRACTOR.
3. ALL FURNITURE (CHAIRS, ETC.) FOR THE CONTROL ROOM ARE TO BE PROVIDED BY THE CUSTOMER.

FINISHED ROOM HEIGHT

FOR THE SYMBIA EVO SYSTEM	MINIMUM CEILING HEIGHT 8'–0"

REMOTE SYSTEM DIAGNOSTICS

SIEMENS REMOTE SERVICES (SRS) REQUIRES A CONNECTION BETWEEN THE SRS REMOTE SERVER AND SIEMENS SYSTEMS VIA REMOTE LOCAL AREA NETWORK ACCESS, TO ENSURE THE UPTIME OF YOUR SYSTEM.

THIS SERVICE REQUIRES ONE OF THE FOLLOWING CONNECTION METHODS:
1. (PREFERRED) VPN – WHERE THE CUSTOMER HAS AVAILABLE A VPN CAPABLE FIREWALL OR OTHER VPN APPLIANCE.
2. (OPTIONAL) *SRS ROUTER* – CONNECTED TO ANALOG PHONE LINE VIA *ANALOG MODEM*, ETHERNET CONNECTION TO CUSTOMER'S LAN, AND A POWER OUTLET. NOTE: = 'SUPPLIED BY SIEMENS'

FOR MORE INFORMATION

FOR MORE DETAILED PLANNING REQUIREMENTS FOR THIS SYSTEM, SEE THE TYPICAL FINAL DRAWING SET NUMBER: TYPICAL #15051

SYMBIA EVO
SPECIFICATIONS

ENVIRONMENTAL REQUIREMENTS

PLEASE SEE EQUIPMENT LEGEND TO GET SPECIFIC COMPONENT HEAT DISSIPATION.

SCANNER ROOM:
THE SCANNER ROOM SHOULD MAINTAIN BETWEEN 65°F–86°F (± 8°F/HR.) WITH A RELATIVE HUMIDITY OF 20–80%, NON–CONDENSING.

CONTROL ROOM:
THE CONTROL ROOM SHOULD MAINTAIN 75°F (± 8°F/HR.) WITH A RELATIVE HUMIDITY OF 20–80%, NON–CONDENSING.

COMBINED CONTROL AND SCANNER ROOM:
THE COMBINED ROOM AREA SHOULD MAINTAIN BETWEEN 65°F–86°F (± 8°F/HR.) WITH A RELATIVE HUMIDITY OF 20–80%, NON–CONDENSING.

VENTILATION AND AIR FILTERS:
FOR EXTERNAL AIR SUPPLY (FRESH AIR) IT IS RECOMMENDED THAT COURSE FILTERS OF THE CLASS EU3 TO EU4 BE USED ON–SITE TO FILTER OUT DUST PARTICLES >10µm.

THE VENTILATION SHOULD ENSURE THAT AGGRESSIVE POLLUTANTS ARE PREVENTED FROM ENTERING THE ROOM. THE ROOM AIR SHOULD BE PROTECTED AGAINST CONTAMINATION BY HYDROGEN SULFIDE, EVEN IN SMALL AMOUNTS. THE MOST WELL KNOWN SOURCES OF HYDROGEN SULFIDE INCLUDE: EXHAUST FUMES AND WASTE WATER FROM DEVELOPERS, EXPOSED SEWER DRAINS, EXHAUST FUMES FROM DIESEL POWER UNITS. IF A DANGER OF SUCH CONTAMINATION EXISTS, CORRECTIVE ACTIONS HAVE TO BE TAKEN E.G.: EXTRACTOR FANS, SIPHON, AND MODIFICATION OF VENTILATION INTAKE.

POWER REQUIREMENTS

ITEM 1 (R) – 208 VAC SINGLE PHASE; 30 AMPS. DEDICATED OUTLET FOR SYMBIA EVO SYSTEM. INSTALL A TWIST–LOCK NEMA L6–30 R RECEPTACLE TO RECEIVE L6–30P PLUG FOR INSTALLATION OF THE SIEMENS GANTRY POWER CABLES. LOCATED 12" ABOVE FINISHED FLOOR.

ITEM 2 (R1) – 100 VAC TO 120 VAC SINGLE PHASE; 20 AMPS. DEDICATED DOUBLE DUPLEX OUTLET FOR COMPUTERS.

NOTE: THE SPECT UPS (OPTION) IS RATED FOR 200–240 VAC INPUT VOLTAGE. THE SPECT UPS AUTO–CONFIGS OUT TO THE SPECT SYSTEM AT 208 VAC.

POWER SUPPLIED FOR SIEMENS MEDICAL SOLUTIONS EQUIPMENT SHALL BE DEDICATED SERVICES KEPT ENTIRELY FREE AND INDEPENDENT OF ALL OTHER BUILDING WIRING AND EQUIPMENT SUCH AS: ELEVATORS, GENERATORS, PUMPS, HVAC SYSTEMS, ETC.

FLOOR REQUIREMENTS

THE ENGINEER OF RECORD OF THE BUILDING SHALL PROVIDE SUPPORT STRUCTURE DESIGNED TO SUPPORT ALL WEIGHTS AND FORCES.

THE ENGINEER OF RECORD FOR THE BUILDING AND SIEMENS ENGINEERING SHALL JOINTLY REVIEW DEVIATIONS FROM THE FOLLOWING REQUIREMENTS.

IT IS THE CUSTOMER'S RESPONSIBILITY TO CONTRACT A QUALIFIED SPECIALIST TO IMPLEMENT SITE MODIFICATIONS THAT MEET THESE SPECIFIC LIMITS, AND TO DESIGN STRUCTURAL SOLUTIONS IN CASE OF DEVIATIONS.

1) THE MINIMUM ALLOWABLE CONCRETE THICKNESS FOR NONSEISMIC REGIONS OF THE SCANNER ROOM FLOOR IS 6".
2) CONDITIONS OF FLOORING:

INSTALLATION OF THE GANTRY AND PATIENT TABLE ON:

CONCRETE FLOORING CLASS C20/25 TO C50/60.
COMPOSITE FLOORING OR ACCESS FLOOR WITH SUITABLE ON SITE MOUNTING FRAME OR SUB CONSTRUCTION.

3) WEIGHT CAPACITY OF FLOORING SHOULD BE TESTED BY A STRUCTURAL ENGINEER.
4) ANY FLOORING OTHER THAN LISTED ABOVE REQUIRES AN ON SITE FRICTION FREE SUB CONSTRUCTION MADE FROM STEEL IN THE AREAS OF SUPPORT. PLEASE CONSULT STRUCTURAL ENGINEER.
5) FOR THE MINIMUM EXTRACTION FORCE REFER TO THE ANCHOR REQUIREMENTS DETAIL.

INSTALLATION ON A FLOATING FLOOR WITHOUT SUB–CONSTRUCTION IS PROHIBITED.

6) FLOOR LEVELNESS REFER TO THE PREPARATION/PROCEDURE FLOOR LEVELING AND FLATTENING DETAIL.
7) EXISTING MOUNTING FRAME ATTACHED TO THE CONCRETE FLOOR WITH SCREWS, HAVE TO BE REMOVED. REWORK THE FLOORING (WITH THE RESPECT TO BEING LEVEL, MATERIAL), IF REQUIRED.
8) THE BASE FRAME PLATE–FOOT ARE MOUNTED TO THE FLOOR USING (4) 3/4" X 8" ANCHORS.
9) THE MINIMUM REQUIREMENTS FOR COMPRESSIVE STRENGTH FOR THE FLOOR COVERING BASED ON SYMBIA COLLIMATOR CART SHALL BE 375 PSI. THIS IS BASE ON WORSE CASE LOADING WITH 2–HIGH ENERGY AND 2–MEDIUM ENERGY COLLIMATORS PLACED ON THE COLLIMATOR CART.

NOISE LEVEL

SYSTEM COMPONENT	DECIBEL LEVEL (APPROXIMATELY AT 2'–0" DISTANCE)
GANTRY	63.2
PHS	62.1

SYMBIA EVO
SPECIFICATIONS

RADIATION SAFETY

LEAD OR EQUIVALENT SHIELDING MAY BE REQUIRED IN THE WALLS OF THE SCANNER ROOM, HOTLAB AND/OR PATIENT PREPARATION AREAS. IT IS THE RESPONSIBILITY OF THE CUSTOMER TO VERIFY WITH THE SITE'S RADIATION SAFETY OFFICER THAT RADIATION DOSE RATES FROM THE SPECT PATIENT AND/OR ISOTOPE WILL NOT EXCEED LOCAL RADIATION SAFETY GUIDELINES IN THE ROOM ADJACENT TO SCANNER, HOTLAB, AND/OR PATIENT PREPARATION AREAS.

IMPROPER SHIELDING MAY AFFECT CAMERA'S PERFORMANCE.

RADIOACTIVE SOURCES

THE FOLLOWING RADIOACTIVE SOURCES ARE REQUIRED AT THE TIME OF DELIVERY FOR CALIBRATION:

SHEET SOURCE SHOULD MEASURE
>10 mCi Co57 (COBALT 57)
AT THE TIME OF INSTALLATION
SOURCE SHOULD BE NO MORE
THAN 4 MONTHS FROM REFERENCE DATE
(THE DATE SOURCE WAS FILLED).

30 mCi Tc99m (TECHNETIUM 99)

IT IS CUSTOMER'S RESPONSIBILITY TO OBTAIN THESE SOURCES.

SOURCE PROVIDERS WILL NOT SHIP SOURCES TO SITE WITHOUT A VALID RAM LICENSE.

RAM LICENSE

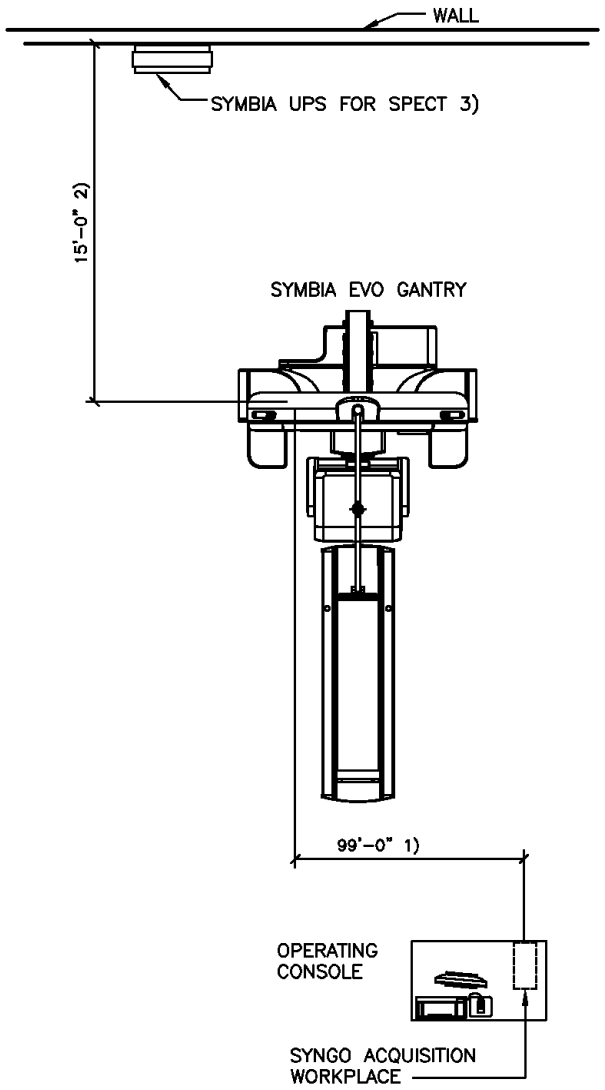
A VALID RAM LICENSE IS REQUIRED 4 WEEKS BEFORE SYSTEM DELIVERY.

SOURCE PROVIDERS WILL NOT SHIP THE SOURCES TO THE SITE WITHOUT A RAM LICENSE.

IT IS THE CUSTOMER'S RESPONSIBILITY TO WORK WITH THEIR RADIATION SAFETY OFFICER AND THE GOVERNMENT AGENCY TO SECURE THE RAM LICENSE.

MAXIMUM DISTANCES

THE MAXIMUM DISTANCE BETWEEN COMPONENTS IS CALCULATED AS THE DISTANCE FROM CABLE OUTLET TO CABLE OUTLET. VARIOUS ARRANGEMENTS OF COMPONENTS ARE POSSIBLE AS LONG AS THE DISTANCES SHOWN BELOW ARE NOT EXCEEDED.



1) SYMBIA EVO GANTRY TO THE SYNGO ACQUISITION WORKPLACE OVERALL LENGTH OF THE CABLE IS 99'–0".
2) SYMBIA UPS FOR SPECT (OPTION) TO THE GANTRY OVERALL LENGTH OF CABLE 15'–0".
3) SYMBIA UPS FOR SPECT (OPTION) TO THE WALL OUTLET OVERALL CABLE LENGTH 10'–0".

SYMBIA EVO
SPECIFICATIONS

TRANSPORT AND DELIVERY NOTES

TOTAL SYMBIA EVO GANTRY WITH TRANSPORT DEVICE 4,118 LBS.

SYMBIA EVO	GANTRY WITHOUT TRANSPORT DEVICE	3,979 LBS.
FRONT PHS		2,742 LBS.
REAR PHS		506 LBS.

NORMAL TRANSPORT REQUIREMENTS:
DURING THE MOVEMENT OF THE GANTRY THROUGH CORRIDORS THE TRANSPORT CASTERS ARE SWIVELED OUT FOR STABILITY.

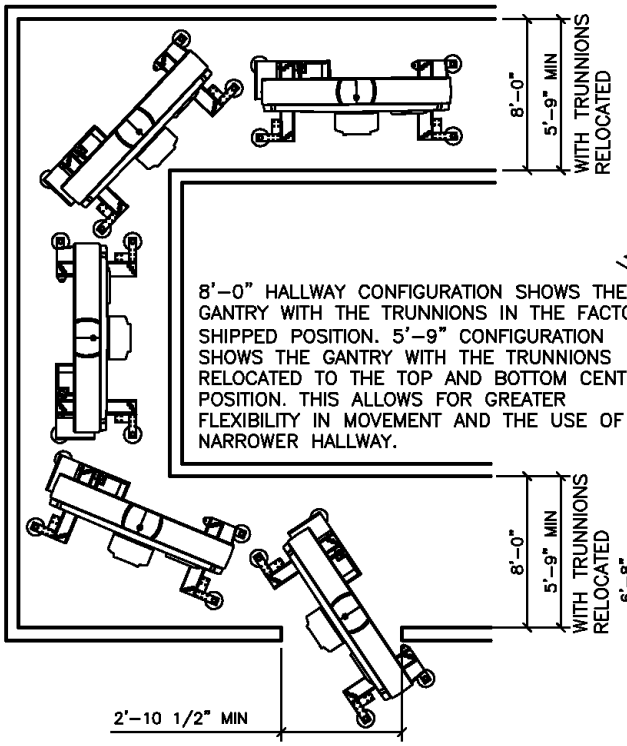
FRONT PHS REQUIRES THE SAME HALLWAY TRANSPORT ROUTE AS THE GANTRY AS SHOWN BELOW.

PLEASE CONSULT PLANNING GUIDE FOR ELEVATOR CLEARANCES FOR GANTRY AND FRONT PHS.

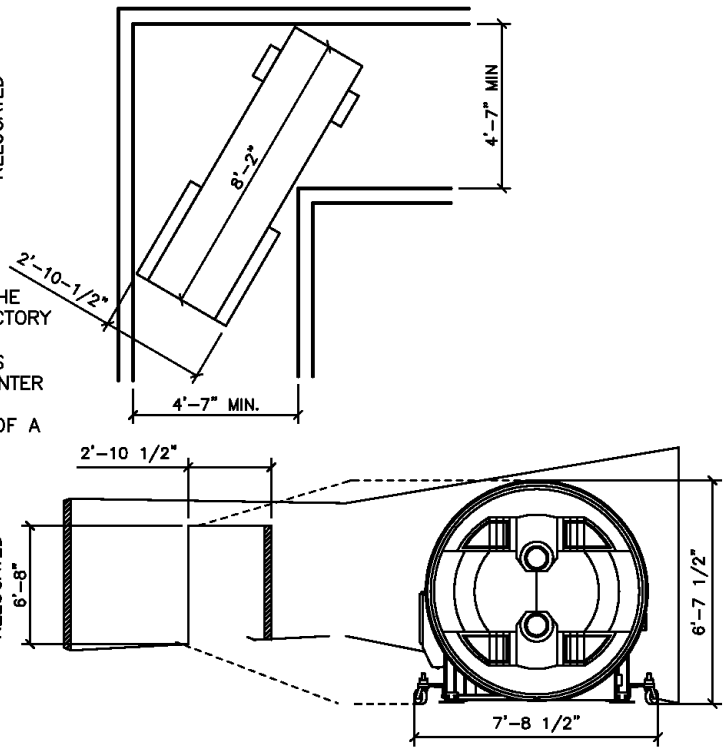
HALLWAY TO DOOR TRANSPORT:
TRANSPORTS MAY HAVE TO BE SWIVELED IN NARROW AREAS. ONCE SYSTEM HAS PASSED THROUGH NARROW AREA, THE TRANSPORT ROLLERS MUST BE SWIVELED OUT AGAIN FOR STABILITY.

TRANSPORTING GANTRY FLOOR LOAD:
ACCESS FLOORS MUST BE LAID OUT TO SUPPORT A LOAD MINIMUM 1296 LBS. DURING TRANSPORT OF THE GANTRY, HIGHER LOADS CAN OCCUR AT INDIVIDUALS POINTS IF THE FLOOR IS NOT LEVEL. COVER THE TRANSPORT PATH WITH SHEET METAL TO DISTRIBUTE THE FLOOR LOAD.

HALLWAY TRANSPORT:



HALLWAY TRANSPORT FOR FRONT PHS:



Proposal # 1-ROVRV8

District / Sales Office

SIEMENS MEDICAL SOLUTIONS USA,INC.
7711 Center Avenue, Suite 300
Huntington Beach, CA 92647
Attn: Sean Carter
Phone: (916) 788-2946
Fax: (916) 788-2948
Email: sean.carter@siemens-healthineers.com

Sold To

UNIV MEDICAL CENTER OF SOUTH NEVADA
1800 W CHARLESTON BLVD
LAS VEGAS, NV 89102-2329

Bill To

UNIV MEDICAL CENTER OF SOUTH NEVADA
1800 W CHARLESTON BLVD
LAS VEGAS, NV 89102

Payer

UNIV MEDICAL CENTER OF SOUTH NEVADA
1800 W CHARLESTON BLVD
LAS VEGAS, NV 89102-2329

Siemens Medical Solutions USA, Inc. is pleased to submit the following proposal for service and maintenance described herein at the stated prices and terms. Subject to your acceptance of the terms and conditions on the face and general terms and conditions Document hereof.

Item #	System Name	Functional Location	Service Agreement	Contract Duration	Warranty Period Price	Partial Year Price	Annual Price
1	Symbia Evo		Gold contract	Warranty + 7 Years	$0	$0	$37,629
2	Symbia Evo		Gold contract	Warranty + 7 Years	$0	$0	$37,629

Includes:
Parts and/or Labor to the extent shown in Exhibit A.
System Updates.
Access to Siemens Customer Care Center for technical telephone support (remote diagnostics, if available to the site and the equipment).

Excludes:
Parts defective due to "acts of God", abuse, misuse, neglect, thermal and shock. Specialty components, including, but not limited to: Glassware, Flat Detectors, Consumables, Transducers, MRI coils, SPECT and PET sources (unless purchased as an option). Non-Siemens components and accessories (such as VCR, injector, laser printer, MR surface coils, tables/table tops, chiller, UPS, etc.) unless specifically identified in Exhibit A.

Notes:
HealthTrust Purchasing Group Contract #500351 terms and conditions apply to this quote, with the exception that this Quote shall be governed by the laws of the State of Nevada.

Terms of payment: Net 30 days from invoice date.

Customer's Acceptance

(By) (Signature)

Name and Title

Acceptance Date _____

Siemens Medical Solutions USA, Inc.

(By) (Signature)

Sean Carter Service Sales Executive

Name and Title

Customer P.O. # _____ (enter P.O. # for contract billing; if not provided, Siemens will invoice without P.O.)
_____ (Initial if P.O. is required but will be issued prior to warranty expiration)
Standing P.O. # _____ (for T&M charges outside of the contract)

This service agreement proposal is valid for 30 days. Agreement becomes effective upon customer signature and Siemens acceptance. Customer's acceptance acknowledges receipt and agreement to Terms and Conditions set forth on all pages of this proposal.

Exhibit A

Item #1:

Equipment:	**Symbia Evo**		
Equipment Location:	UNIV MEDICAL CENTER OF SOUTH NEVADA		
Address:	1800 W CHARLESTON BLVD, LAS VEGAS, NV 89102-2329		
Functional Location:	**Service Quote Nr:** 1-QY6X0B Rev 1	**Equipment Quote Nr:** 1-Q2MI0J	**Payment Frequency:** Monthly
Standard Warranty: Basic Warranty	**Warranty Start:** Upon Warranty Commencement	**Warranty End:** 1 Year Duration	**Warranty Price:** $0
Service Agreement: Gold contract	**Contract Start:** Upon Warranty Expiration	**Contract End:** 7 Year Duration	**Annual Price:** $37,629

(See Glossary pages for detailed description of items listed below.)

Coverage applies during the Warranty or Contract Period as indicated:	Warranty Period	Contract Period
Principal Coverage Period	08:00am - 06:00pm M-F	08:00am - 06:00pm M-F
Uptime Guarantee	97%	97%
Phone Response	30 min	30 min
On-Site Response	4 hours	4 hours
Parts Order Requirement	noon	noon
Parts Delivery	Same Day	Same Day
Productivity Package Coverage	✓	✓
IQ SPECT	✓	✓
SPECT Detector Head Subsystem Coverage	✓	✓
Safety Checks	✓	✓
Planned Maintenance	✓	✓
Quality Assurance	✓	✓
Updates	✓	✓
Technical Phone Support	✓	✓
Labor	✓	✓
Travel	✓	✓
Smart Remote Services	✓	✓
LifeNet Access	✓	✓
Application Hotline Phone Support	✓	✓
teamplay Basic	✓	✓
General Spare Parts Coverage	✓	✓
No Consumable Coverage	✓	✓
Siemens Virus Protection SELECT	✓	✓
Evolve for Symbia Evo	N/A	✓
Accredited Self Study Program	N/A	Qty 1
Enhanced Virtual Learning Sub	N/A	Qty 1

The Options or Alternatives listed below will be included in the warranty or contract as indicated, only if initialed:

Opt/ Alt	Option / Alternative	Add to Warranty Price	Add to Contract Annual Price	Initial
Opt	Consumable Coverage	$1,200	$1,200	
Opt	ACR Support Package for MI SPECT	$0	$2,400	
Opt	Guardian Premium with ImageGuard	$0	$3,969	

Opt/ Alt	Option / Alternative	Add to Warranty Price	Add to Contract Annual Price	Initial
Opt	SPECT Sources PHI-0124	N/A	$1,602	
Opt	SPECT Sources HEGL-0133	N/A	$2,825	

GUARDIAN PREMIUM PROGRAM:

Includes: Real time preventive monitoring
Fast access to expert decision from Level 2 technical support
System performance reports
Room down continuous repair effort (extends room down repairs past PCP, up to 1:00am local time)
4 additional hours of PCP included, extending total PCP to 14 hours as stated in Exhibit A
Planned maintenance and system updates may be performed after 5:00pm, up to 1:00am local time, or as scheduled, Weekdays only
Uplifts standard Uptime Guarantee to 98%
Customer is required to provide a full time VPN connection

This pricing is only valid for new service contracts that are signed with the equipment purchase or prior to warranty commencement.

Note: The proposal for this system has been developed based on HEALTHTRUST PURCHASING GRP national agreement.

No further Options or Alternatives are included in the above listed equipment.

Item #2:

Equipment:	**Symbia Evo**		
Equipment Location:	UNIV MEDICAL CENTER OF SOUTH NEVADA		
Address:	1800 W CHARLESTON BLVD, LAS VEGAS, NV 89102-2329		
Functional Location:	**Service Quote Nr:** 1-QY6X0B Rev 1	**Equipment Quote Nr:** 1-Q2O87D	**Payment Frequency:** Monthly
Standard Warranty: Basic Warranty	**Warranty Start:** Upon Warranty Commencement	**Warranty End:** 1 Year Duration	**Warranty Price:** $0
Service Agreement: Gold contract	**Contract Start:** Upon Warranty Expiration	**Contract End:** 7 Year Duration	**Annual Price:** $37,629

(See Glossary pages for detailed description of items listed below.)

Coverage applies during the Warranty or Contract Period as indicated:	Warranty Period	Contract Period
Principal Coverage Period	08:00am - 06:00pm M-F	08:00am - 06:00pm M-F
Uptime Guarantee	97%	97%
Phone Response	30 min	30 min
On-Site Response	4 hours	4 hours
Parts Order Requirement	noon	noon
Parts Delivery	Same Day	Same Day
Productivity Package Coverage	✓	✓
IQ SPECT	✓	✓
SPECT Detector Head Subsystem Coverage	✓	✓
Safety Checks	✓	✓
Planned Maintenance	✓	✓
Quality Assurance	✓	✓
Updates	✓	✓
Technical Phone Support	✓	✓
Labor	✓	✓
Travel	✓	✓
Smart Remote Services	✓	✓
LifeNet Access	✓	✓
Application Hotline Phone Support	✓	✓
teamplay Basic	✓	✓
General Spare Parts Coverage	✓	✓
No Consumable Coverage	✓	✓
Siemens Virus Protection SELECT	✓	✓
Evolve for Symbia Evo	N/A	✓
Accredited Self Study Program	N/A	Qty 1
Enhanced Virtual Learning Sub	N/A	Qty 1

The Options or Alternatives listed below will be included in the warranty or contract as indicated, only if initialed:

Opt/ Alt	Option / Alternative	Add to Warranty Price	Add to Contract Annual Price	Initial
Opt	Consumable Coverage	$1,200	$1,200	
Opt	ACR Support Package for MI SPECT	$0	$2,400	
Opt	Guardian Premium with ImageGuard	$0	$3,969	
Opt	SPECT Sources PHI-0124	N/A	$1,602	
Opt	SPECT Sources HEGL-0133	N/A	$2,825	

GUARDIAN PREMIUM PROGRAM:

Includes: Real time preventive monitoring
Fast access to expert decision from Level 2 technical support
System performance reports
Room down continuous repair effort (extends room down repairs past PCP, up to 1:00am local time)
4 additional hours of PCP included, extending total PCP to 14 hours as stated in Exhibit A
Planned maintenance and system updates may be performed after 5:00pm, up to 1:00am local time, or as scheduled, Weekdays only
Uplifts standard Uptime Guarantee to 98%
Customer is required to provide a full time VPN connection

This pricing is only valid for new service contracts that are signed with the equipment purchase or prior to warranty commencement.

Note: The proposal for this system has been developed based on HEALTHTRUST PURCHASING GRP national agreement.

No further Options or Alternatives are included in the above listed equipment.

Glossary

Deliverables	Description
Accredited Self Study Program	This accredited self-study program provides the latest trends in imaging. These hot topic review articles will be mailed directly to your institution and will provide up to 24 Category A Continuing Education Credits fully recognized by ARRT and NMTCB. A comprehensive study guide accompanies each article to help ensure focus on technologist-relevant information.
ACR Support Package for MI SPECT *(Optional)*	This ACR accreditation assistance package includes a remotely executed pre-submission system quality check to evaluate the readiness of one applicable Siemens system to acquire images for ACR accreditation. Supporting deliverables include one printed accreditation guidebook (additional copies available electronically) aligned to the applicable Siemens system and Siemens operating system nomenclature, workflow templates and/or phantom acquisition protocols and available web based user training containing imaging acquisition tips relative to the ACR accreditation process. Additionally, unlimited technical and clinical applications phone support pertaining to the system readiness and deliverables described above , performed by the Uptime Service Center during normal hours of operation M-F 8-8PM EST during the term of this engagement agreement. Customer is responsible for applying for accreditation, and all tasks and costs related to the application and acquiring the ACR phantom, collecting images, working with and communicating with the ACR. Numerous factors determine whether a site receives ACR accreditation. Therefore, Siemens does not guarantee a site will receive ACR accreditation.
Application Hotline Phone Support	Siemens Customer Care Center Clinical Applications Phone Support is provided with this contract during modality specified hours, call 1-800-888-7436 with your questions and to receive direct access to a Clinical Education Specialist
Consumable Coverage *(Optional)*	Siemens will supply at its own expense, consumables; such as but not limited to, batteries, leads, padding, storage media, cassettes, etc. Full list of consumables covered can be found on Lifenet customer portal: www.usa.siemens.com/lifenet. Excludes parts defective due to “acts of God”, abuse, misuse, neglect, thermal and shock. Excludes specialty components, including, but not limited to: Glassware, Flat Detectors, Transducers, MRI coils, SPECT and PET sources (unless purchased as an option). Excludes non-Siemens components and accessories (such as VCR, injector, laser printer, MR surface coils, tables/table tops, chiller, UPS, etc.) unless specifically identified in Exhibit A.
Enhanced Virtual Learning Sub	This 12 month multi-modality subscription provides access for imaging professionals to receive additional educational content. This high-value content includes step-by-step performance-enhancing videos, a minimum of 6 one-hour on-demand webinars covering current clinical and industry topics, and access for up to 24 CEUs via your PEPconnect Virtual Wallet. The on-demand webinars are recorded and posted on a regular basis over the term of the subscription and are available for unlimited viewing once posted. Imaging professionals must be logged into PEPconnect (Siemens’ online learning platform) to be eligible to receive the CEUs. PEPconnect provides access to all online and virtual training with a wide variety of product-specific, clinical and job-relevant courses. This educational offering must be completed 12 months from purchase date. If training is not completed within the applicable time period, Siemens obligation to provide the training will expire without refund.
Evolve for Symbia Evo	Siemens' obsolescence protection program, providing periodic updates and upgrades to the existing system's software and/or hardware. Helps keep Customer investments up-to-date, and increases the system's imaging capabilities as new developments emerge. Provides prolonged system life and optimized system capabilities within a fixed budget.
General Spare Parts Coverage	Replacement of standard spare parts. Excludes high-vacuum components, consumables, Shock wave components, Transducers, TEE's and Specialty Probes, Flat Panel Detectors, MMLC, and Waveguides. Excludes non-Siemens parts unless specifically identified in Exhibit A.
Guardian Premium with ImageGuard *(Optional)*	The Siemens Guardian Program™ offers you proactive online monitoring of your system’s performance on an ongoing real-time basis. By continuously monitoring your system for possible deviations from current norms, the Guardian Program provides for a high level of system availability, making it possible to detect and resolve system errors before malfunctions occur. In the event of a system error message, one of our certified support engineers will immediately evaluate and initiate appropriate actions. See Exhibit A for a complete list of deliverables. An expert opinion on the exact status of your system is also offered within the first 15 minutes. ImageGuard™ is a proactive and predictive service solution that allows the evaluation of the detector’s performance and prediction of detector conditions that lead to unplanned downtime. During everyday operation, Siemens’ experts monitor detector performance via our secure remote connection Siemens Remote Service (SRS). Based on algorithms and average system usage, Siemens analyzes the acquired data remotely to detect problems over time. In the event of parameter deviations, a Siemens expert contacts the customer within the first 15 minutes to resolve the issue remotely and if needed, Siemens arranges a site visit to exchange the failing part.
IQ SPECT	Coverage for optional IQ SPECT feature.
Labor	Unlimited coverage of on-site labor during the Principal Coverage Period indicated. Preferred labor rates for billable service outside of Principal Coverage Period (at current prevailing tiered rates).

Deliverables	Description
LifeNet Access	The LifeNet portal provides access to customer service information related to diagnostic imaging equipment. Access includes service and PM management tools, equipment performance reports, service documentation, asset management and service contract management tools and much more.
No Consumable Coverage	Upon selection to not have consumable coverage, customer agrees to supply at his/her own expense consumables, such as but not limited to, batteries, leads, padding, storage media, cassettes, etc. Full list of consumables covered can be found on Lifenet customer portal: www.usa.siemens.com/lifenet.
On-Site Response	Siemens guarantees on-site CSE arrival within a specific time period (see Exhibit A) after a call for service has been placed with the Siemens Customer Care Center. This on-site response applies in system/room down situations only. (See Response Time Guarantee in General Terms and Conditions for additional information)
Parts Delivery	Spare parts arrival for on-site repair of room-down/system-down is typically the Same Day following the time the parts order is submitted.
Parts Order Requirement	Parts order must be placed with Siemens by noon (Customer's local time) in order to receive Parts Delivery commitment as specified.
Phone Response	The response time indicated on Exhibit A provides preferred call-handling of a service event. This call-back response is the telephone response to the customer by the Siemens Customer Care Center personnel or the CSE to provide the status of the service call.
Planned Maintenance	Preventive services carried out in accordance with the equipment's specific maintenance plan. This includes: tracking and scheduling of required maintenance tasks; exchange of wear and tear parts according to maintenance plan; care measures; adjustments to factory specifications; verification of specified performance and functionality; documentation and detailed protocol of system condition.
Principal Coverage Period	Hours defined in Exhibit A during which agreed-upon services are provided.
Productivity Package Coverage	Coverage of optional Integrated Collimator Changer, Automatic Collimator Changer and Automatic Quality Control subsystems. Excludes collimator(s) and replenishment of cobalt-57 sources.
Quality Assurance	Regular quality assurance tasks and image quality inspections to achieve consistent, high-quality images, are performed to keep the system within the quality specifications as issued by the factory.
Safety Checks	Safety Checks are performed to insure compliance with all local and federal guidelines and regulations. This service consists of Tracking and scheduling of required tests Mechanical Safety Checks (e.g. mechanical movements etc.) Electrical Safety Checks (e.g. leakage currents, insulation etc.) Reporting of findings and results
Siemens Virus Protection SELECT	Siemens Virus Protection is designed to provide our customers secure and reliable medical systems support by safeguarding their systems against malicious software attacks - thereby contributing to increased patient safety, system availability and smoother clinical operations, while improving their bottom line performance.
Smart Remote Services	Smart Remote Services – the efficient and comprehensive infrastructure for medical equipment-related remote services – combines high-tech medical engineering with state-of-the-art information technology. Services, which formerly required on-site visits, are now available via data transfer. SRS enables both Core Services (which are included as part of our standard service agreements), as well as optional services (called Enhanced Productivity Services - EPS). A VPN connection is required.
SPECT Detector Head Subsystem Coverage	Coverage for the replacement of standard spare parts of the SPECT detector head subsystem that impact image quality. This includes but is not limited to cables, boards, Photomultiplier Tubes (PMT's), preamps and detector itself. This excludes cover(s), detector service tools and the tub itself. For c.cam systems detector head subsystem coverage includes replacement of the crystal.
SPECT Sources HEGL-0133 *(Optional)*	Coverage for the bi-annual source replenishment of the 10 mCi Gd-153 line sources at the expiration of its useful life (2 years), for the Automatic Quality Control option installed on the SPECT system.
SPECT Sources PHI-0124 *(Optional)*	Coverage for the annual source replenishment of the 50 µCi Co-57 point source at the expiration of its useful life (1 year), for the Automatic Quality Control option installed on the SPECT system.
teamplay Basic	teamplay is a cloud based solution that provides Customer access to certain metrics on the Equipment and other Siemens imaging systems connected to Customer's network. teamplay's Basic applications require the installation of locally installed teamplay receiver software with web-based analytics relating to usage data management. The teamplay receiver software can be installed on Customer's hardware or virtual machines meeting the minimum hardware requirements.
Technical Phone Support	Direct access to specialists at the Siemens Customer Care Center for fast diagnosis and technical support. Technical Phone Support is available to Siemens customers over the telephone, 24 hours a day, 7 days a week.
Travel	Includes travel time for Customer Service Engineer to and from Customer's site. Subject to change to reflect currently prevailing rates, if occurring outside of the Principal Coverage Period indicated.

Deliverables	Description
Updates	Modifications or reliability enhancements to equipment includes two types: Mandatory (safety and performance-related update instructions) and Non-mandatory (reliability-related service instructions). Labor is included during the hours of PCP. Does not include enhancements to the operating systems or additional functionality.
Uptime Guarantee	Guarantee that the Equipment will function at the minimum Uptime Performance level set forth in Exhibit A of this Agreement. A SRS connection via VPN broadband is mandatory.

Additional Terms and Conditions for MI Systems

In addition to the terms and conditions set forth in the Agreement to which this is attached, the following terms and conditions shall apply in order to ensure the safe management of radioactive materials at the Customer's facilities.

In connection with the management of radioactive materials, Siemens' Customer Service Engineers ("CSEs") can provide the following services:

- Accepting pre-made sources for testing/calibration from onsite (customer) personnel. Pre-made sources may include:
  Tc- 99m (Technicium), Tl-201 (Thallium) I-25 (Iodine)
  Other radionuclides as available and licensed

- Using pre-made sources for testing/calibrations prepared by Customer's on-site personnel:
  in accordance with site license
  in accordance with site procedures
  in accordance with manufacturer's instructions
  in accordance with Siemens' procedures

- Returning pre-made sources to Customer's on-site personnel, including:
  physical return to site personnel
  return to storage/decay area as designated by authorized site personnel

- Accepting solid/sealed sources for testing/calibration from onsite (customer) personnel. Sources may include:
  Co-57, Gd-153 or Ga/Ge-68

- Using solid/sealed sources provided by Customer's on-site personnel for testing/calibration.

- Replacing solid/sealed sources in holders inside systems (eg. Ga/Ge-68 in Biograph Systems or Gd-153/Co-57 in Symbias).

- In certain rare circumstances, radiological surveys that are necessary during emergent situations (e.g., an accidental liquid source spill or where a source becomes trapped within the holder) may be required to be performed by either a Siemens CSE or Customer's personnel who are trained in their use. The surveys would be performed using instruments the Customer already has listed on its Radioactive Materials License. Customer grants Siemens the right to use these radiation detection instruments under these circumstances.

Notwithstanding anything to the contrary contained in the Agreement, the Customer acknowledges and agrees that Siemens' CSEs cannot provide the following in connection with the services provided under the Agreement:

- Ordering of radioactive sources for Customer
- Receiving incoming source shipment
- Unboxing incoming shipment of radioactive materials
- Performing leak test for new or old sources
- Inventorying sources for a license
- Storing material in any way other than described herein
- Drawing liquid source from any generating source
- Making usable dilution of liquid source by changing from one vessel to another or adding solution
- Filling any phantom or mix solutions with liquid sources for testing
- Boxing sources for shipment
- Filling out shipping paperwork
- Transporting sources other than room to room at the same facility
- Removing sources from a facility
- Packaging sources or in any way participating in preparation of sources for transportation
- Shipping packaged sources
- Accepting unlabeled sources

Customer, and not Siemens, is solely responsible for the security and ownership of radioactive sources strictly in accordance with all applicable laws, rules and regulations.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/25/2019

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

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

PRODUCER MARSH USA, INC. 445 SOUTH STREET MORRISTOWN, NJ 07960-6454 100129-MSUSA--19/20 MSUSA	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED SIEMENS MEDICAL SOLUTIONS USA, INC. 170 WOOD AVENUE SOUTH ISELIN, NJ 08830	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** HDI Global Insurance Company — 41343 **INSURER B :** Travelers Property Casualty Co. of America — 25674 **INSURER C :** The Travelers Indemnity Company — 25658 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** NYC-008879760-22 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			GLD1110111	10/01/2019	10/01/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	1,000,000 1,000,000 100,000 1,000,000 10,000,000 INCL
B	**AUTOMOBILE LIABILITY** X ANY AUTO X OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			TC2J-CAP-7440L34A-19	10/01/2019	10/01/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	2,000,000 N/A N/A N/A
	[ ] **UMBRELLA LIAB** [ ] OCCUR [ ] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $	
B C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **Y / N** N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		TC2J-UB-8049X508-19 (AOS) TRK-UB-8049X51A-19 (AZ, MA, OR, WI)	10/01/2019 10/01/2019	10/01/2020 10/01/2020	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	1,000,000 1,000,000 1,000,000

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

EVIDENCE OF COVERAGE

CERTIFICATE HOLDER

SIEMENS MEDICAL SOLUTIONS USA, INC.
170 WOOD AVENUE SOUTH
ISELIN, NJ 08830

CANCELLATION

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

AUTHORIZED REPRESENTATIVE of Marsh USA Inc.

Manashi Mukherjee Manashi Mukherjee

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December 30, 2019

Fran Heiy
Management Analyst - Contracts
University Medical Center of Southern Nevada
1800 W. Charleston Blvd.
Las Vegas, NV 89102

Re: Request for competitive bidding information regarding Imaging Equipment.

Dear Ms. Heiy:

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 Imaging Equipment. 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 on-line 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 Imaging Equipment category. HealthTrust issued RFPs and received proposals from identified suppliers in the Imaging Equipment category. Contracts were executed with Siemens, GE Healthcare, Shimadzu Medical Systems, Ziehm Imaging, Canon Medical Systems, Philips Healthcare, Mindray, Hologic, and Orthoscan in June of 2017. I hope this satisfies your request. Please contact me with any additional questions.

Sincerely,

Craig Dabbs
Account Director, Member Services

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD AUDIT AND FINANCE COMMITTEE
AGENDA ITEM

Issue:	**Freight Management Agreement and Amendment No. 1 with Cardinal Health 200, LLC**	**Back-up:**
Petitioner:	Jennifer Wakem, Chief Financial Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board Audit and Finance Committee review and recommend for approval by the Governing Board the Freight Management Agreement and Amendment No. 1 between Cardinal Health 200, LLC and University Medical Center of Southern Nevada; authorize the Chief Executive Officer to exercise any extension options; and take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund Number: 5420.000
Fund Center: 300084200
Description: OptiFreight Program
Bid/RFP/CBE: GPO - NRS 450.525 & NRS 450.530
Term: 2 years with three 1-year renewals
Amount: NTE $1,958,403.60
Out Clause: For Convenience; Budget Fund Out

Fund Name: UMC Operating Fund
Funded Pgm/Grant: N/A

BACKGROUND:

This request is to approve a new two (2) year Freight Management Agreement with Cardinal Health 200, LLC ("Cardinal Health") to act as a "transportation broker" on small parcel shipments (inbound and outbound) for UMCSN departments hospital-wide. The not-to-exceed amount is $1,958,403.60 for the initial term and any optional renewal terms and UMCSN has the option to terminate for convenience upon written notice.

HealthTrust Purchasing Group (HPG) is the purchasing agent for the Group Purchasing Organization (GPO) of which UMCSN is a member. Pursuant to NRS 450.525 and NRS 450.530 this purchase may be made using the HealthTrust Purchasing Contract. Attached is a sworn statement from an HPG executive verifying that the pricing was obtained through a competitive bid process.

UMCSN's Director of Materials Management has reviewed the Agreement and Amendment No. 1 and recommends approval by the Governing Board.

The Agreement and Amendment No. 1 have been approved as to form by UMC's Office of General Counsel.

Cardinal Health 200 has an active Vendor License with Clark County.

Respectfully submitted,

Jennifer Wakem
Chief Financial Officer

Cleared for Agenda
January 22, 2020

Agenda Item #
17

HealthTrust Purchasing Group
Services Agreement
No. 2101
Vendor: Cardinal Health 200, LLC

FREIGHT MANAGEMENT AGREEMENT

1. Engagement to Provide Services.

The undersigned customer ("Purchaser") hereby engages Cardinal Health 200, LLC ("Cardinal Health") to provide the freight management services described below in this Section 1 (the "Services"), and Cardinal Health hereby accepts such engagement, all in accordance with the terms and conditions of this Freight Management Agreement ("Agreement"). Services shall include:

(a) **Initial Services**. Cardinal Health will attend Purchaser department meetings to introduce the inbound freight services program offered by Cardinal Health (the "OptiFreight® Program"). Cardinal Health will analyze Purchaser's freight charges and shipping characteristics based upon a listing that will be provided to Cardinal Health by Purchaser. The listing will include all of the vendors to whom Purchaser has paid freight (separated by department and facility) and how much each vendor was paid, vendor contact information (name, phone number or email address) and Purchaser's account number with vendor. A target list of vendors to be included in the OptiFreight® Program established under this Freight Management Agreement will be identified through the process above and submitted to Purchaser.

(b) **Negotiations with Vendors**. Upon approval of a vendor as a target for inclusion in the OptiFreight® Program, Purchaser will, in a timely fashion, give Cardinal Health (i) an electronic copy of its freight bills and shipping documents for the target vendors; and (ii) a signed authorization letter to target vendors in the form attached hereto as Attachment B. Cardinal Health will then prepare written and verbal communications to target vendors on behalf of the Purchaser and contact such Purchaser vendors to obtain cooperation in implementing revised shipping terms for the Purchaser. Purchaser agrees, upon Cardinal Health's request, to reasonably reinforce and support Cardinal Health's freight management authority to vendors in order to increase vendor participation in the OptiFreight® Program. Purchaser acknowledges that Cardinal Health cannot begin implementation of freight management services with a target vendor until Cardinal Health receives from Purchaser the signed authorization letter for such target vendor.

(c) **Vendor Participation**. Cardinal Health will use its best efforts to secure the participation of each target vendor in the OptiFreight® Program. The list of participating vendors will be available from Cardinal Health upon request. Cardinal Health and Purchaser may also, if mutually agreeable, allow Purchaser to use OptiFreight® shipping account information to secure freight discounts from vendors who are not participating in the OptiFreight® Program. Cardinal Health is not responsible for auditing freight charges or resolving billing discrepancies and/or claims resulting from customer-implemented vendors.

(d) **Brokerage Rates with Carriers**. Cardinal Health will offer Purchaser the prices Indicated on Attachment A with the carrier(s) listed on Attachment A for Purchaser shipments from target vendors who have agreed to participate in the OptiFreight® Program. Cardinal Health will initiate the needed Purchaser accounts with the carriers to capture billing and shipping activity for the Purchaser for such vendors. Purchaser acknowledges and agrees that Cardinal Health will be acting in a broker capacity only, that the shipper/carrier contractual relationship will be directly between Purchaser and the chosen carrier(s) and terms and conditions of shipment, other than for the discounted rates extended hereunder, shall be the third party carriers' then-current standard terms and conditions of shipment. The pricing for less-than-truckload ("LTL"), truckload and specialty solutions (collectively, "Logistics Solutions") shipments will be mutually agreed upon between the parties at the time of shipment. In order to request Logistics Solutions services, Participant or its Vendor ("Ordering Party") shall contact the Cardinal Health Logistics Solutions support team at 1 -888-457-5851. The Ordering Party will be responsible for providing Cardinal Health with timely and accurate delivery instructions, including but not limited to the description of the freight to be shipped and any special handling requirements necessary to satisfy Participant's delivery requirements. All equipment and transportation will be provided by the Logistics Solution carrier.

(e) **Freight Payment**. Cardinal Health will pay and allocate all freight invoices per terms, manage freight invoice resolution due to invoice errors and work closely with the carrier to correct any payment or invoicing issues.

(f) **Freight Audit**. Cardinal Health will audit freight transactions for all its OptiFreight® Program customers. The audit verifies the Purchaser's responsibility for payment on a transaction-bytransaction basis. It validates the vendors submitting the freight bills, the receiving locations, and the freight charges. This audit is performed electronically on every transaction as it is processed. All invalid charges are resolved prior to customer invoicing.

(g) **Freight Reporting**. Cardinal Health will provide regular reports to Purchaser on the freight savings and vendor compliance for the OptiFreight® Program. These reports provide multiple summary and detail level views of parcel volume, freight billings, freight discounts, and savings achieved through the OptiFreight® Program.

(h) **Mode Optimization**. Cardinal Health will provide metrics, analytic templates, and transaction data for rate and mode optimization decision-making. Metrics include, but are not limited to: parcel volume and cost per parcel/pound by vendor, zone, mode, service level, and General Ledger account. Transaction data include, but are not limited to: parcel weight, volume, rate, service level, and accessorials.

(i) **Cost Center Allocation**. Invoices for inbound shipments facilitated by Cardinal Health Shall be allocated to Purchaser's cost center identified on a purchase order by Purchaser. Purchaser must submit purchase order information to Cardinal Health on a daily basis via an electronic file ("Purchaser PO File"). The specifications of the Purchaser PO File will be provided by Cardinal Health prior to execution of this Agreement and agreed upon by Purchaser. The Purchaser PO File shall be submitted to Cardinal Health via FTP at the end of each business day and shall include all purchase order numbers issued for such day. In addition to the Purchaser PO File, Purchaser's Vendors must indicate the accurate purchase order number in the appropriate field on each FedEx air bill submitted under the Account Number to be accurately transmitted from FedEx to Cardinal Health ("Vendor PO Information"). If the Purchaser PO File or Vendor PO Information is not accurately and timely provided as set forth herein and a cost center cannot be identified through Cardinal Health's matching process, such shipment(s) shall be allocated to Purchaser's default cost center or default cost center per shipping location. Purchaser shall partner with Cardinal Health to ensure its purchase order reporting process, including, but not limited to format, frequency and submission method, satisfies Cardinal Health's cost center allocation application requirements.

(j) **Claims**. Cardinal Health will assist Purchaser in the filing and processing of claims for loss or damage to shipments. Claims shall be filed and processed only in the name of Purchaser.

2. Discounts; Required Disclosure. The parties agree to the discounts as identified in Attachment A. If Participant receives from Cardinal Health any "discounts or other reductions in price" under Section 1128B(b)(3)(A) of the Social Security Act [42 U.S.C. 1320a-7b(b)(3)(a)], Participant may have an obligation to disclose the discounts or reductions in price under any state or federal program which provides cost or charge-based reimbursement to Participant for the Services covered by this Agreement.

3. Payment Terms. Invoices for shipments facilitated by Cardinal Health pursuant to this Agreement and for any service fees will be issued to Purchaser on a weekly basis. Payment of such invoices shall be in accordance with the payment terms mutually agreed upon by the Parties. Late charges of 1.5 percent per month apply for any invoices not paid within the above mentioned terms. In addition, and without limiting any other remedies to which Cardinal Health may be entitled, Purchaser's failure to make payment when due may result in cessation of Services until payment is made.

4. Term and Termination. This Agreement will remain in effect from the last date below until December 31,2021 ("Initial Term"). If the GPO Agreement is extended, renewed or replaced with another agreement between HPG and Cardinal Health, this Agreement shall continue to be renewed from year to year thereafter ("Renewal Terms"), subject to the terms of the GPO Agreement (or any replacement therefor). If while this Freight Management Agreement is in effect, the GPO Agreement terminates and is not extended or replaced by another agreement, then this Agreement shall terminate immediately upon written notice by Cardinal Health; provided, however, if Cardinal Health does not provide a termination notice, then the terms of the GPO Agreement shall survive and continue to apply to this Agreement until the end of the applicable

term. For clarification, if the GPO Agreement terminates without renewal or extension within the Initial Term or Renewal Term of this Freight Management Agreement, and Cardinal Health has not provided notice of termination, then this Agreement shall terminate at the end of the Initial Term or Renewal Term, respectively. Thereafter, a new agreement between the parties shall be required for Purchaser to continue to receive freight management services from Cardinal Health.

5. **Incorporation: Conflicts**. This Freight Management Agreement is subject to, and hereby incorporates by reference, the terms of that Purchasing Agreement for Freight Management Services between HealthTrust Purchasing Group, LP ("HPG"), Purchaser's group purchasing organization, and Cardinal Health, dated January 1, 2009 (the "HPG Agreement"). In the event of a conflict between any term of this Freight Management Agreement and any term of the HPG Agreement, the HPG Agreement shall control.

The parties to this Freight Management Agreement hereby indicate their agreement to the terms herein by the signatures of their authorized representatives below.

University Medical Center of Southern Nevada:		**Cardinal Health 200, LLC.**	
By:	_____	**By:**	Sandy Buckley
Name:	_____	**Name:**	Sandy Buckley
Title:	_____	**Tittle:**	Director, Sales and Service
Date:	_____	**Date:**	1/14/2020

Attachment A to Exhibit E-3

OPTIFREIGHT PROGRAM SERVICES WITH PRICES

Cardinal Default P.O. "OPTIFRGHT" **(there is a 10 character limit on P.O.)**
Carrier Partner Selected: Federal Express

Cardinal OptiFreight Discounts off Carrier's List Rates[1]							
Services	**Package Weight**	**Tier 1**		**Tier 2**		**Tier 3**	
		Inbound	**Outbound**	**Inbound**	**Outbound**	**Inbound**	**Outbound**
First Overnight	**Envelope to 150 lbs**	**12.00%**	**12.00%**	**12.00%**	**12.00%**	**13.00%**	**13.00%**
Priority Overnight	**Envelope to 150 lbs**	**73.00%**	**75.00%**	**73.50%**	**75.00%**	**74.00%**	**75.00%**
Standard Overnight	**Envelope to 150 lbs**	**72.00%**	**74.00%**	**73.00%**	**74.00%**	**73.50%**	**74.00%**
2 Day AM	**Envelope to 150 lbs**	**45.00%**	**45.00%**	**45.00%**	**45.00%**	**45.00%**	**45.00%**
Economy Service	**Envelope to 150 lbs**	**63.00%**	**65.00%**	**63.00%**	**65.00%**	**64.00%**	**65.00%**
Express Saver - Envelope, Package	**Envelope to 150 lbs**	**61.00%**	**63.00%**	**62.00%**	**63.00%**	**63.00%**	**63.00%**
Ground	**Envelope to 150 lbs**	**38.00%**	**40.00%**	**38.50%**	**40.00%**	**39.00%**	**40.00%**
Home Delivery	**Envelope to 150 lbs**	**38.00%**	**40.00%**	**38.50%**	**40.00%**	**39.00%**	**40.00%**
1-3 Day Air Freight	**Envelope to 150 lbs**	**60.00%**	**60.00%**	**60.00%**	**60.00%**	**60.00%**	**60.00%**
International Priority	**Envelope to 150 lbs**	**38.00%**	**60.00%**	**38.00%**	**60.00%**	**38.00%**	**60.00%**
International Economy	**Envelope to 150 lbs**	**38.00%**	**60.00%**	**38.00%**	**60.00%**	**38.00%**	**60.00%**
*Fuel Surcharge Discount **							

The applicable Pricing tier will be based on aggregated average monthly parcels shipped through the OptiFreight Program during the three (3) months preceding the applicable invoice date. The Pricing Tiers are set forth below.

Tier 1 = 0 - 380,000 parcels per month through theOptiFreight® Program
Tier 2 = 380,001 - 440,000 parcels per month through theOptiFreight® Program
Tier 3 = 440,001 or greater parcels per month through theOptiFreight® Program

*** Fuel Surcharges**

- Fuel surcharges for all Air (Express) parcel shipments will be discounted at twenty-five percent (25%) off the Carrier's published fuel surcharge rate. - Fuel surcharges for all Ground parcel shipments will be discounted at twenty-five percent (25%) off the calculated fuel surcharge dollars based on Carrier's published list ground surcharge rate.

The above discounts are based on current Carrier rates and discounts, and may be amended for changes in the rate and discount structures by the Carrier. Freight discounts do not apply when freight charges are less than carrier minimums or when freight charges less the discounts are less than carrier minimums. Accessorials, such as account service fees and weekly pickup fees, are excluded from OptiFreight® discounts. Purchaser continues to be responsible for paying all Federal Express invoices for parcels shipped under non- OptiFreight® account numbers.

Dimensional Weight Exceptions

- Discounts Stated below shall be off the FedEx Service Guide in effect on the date of shipment unless otherwise stated and shall be for U.S. payor accounts.
- Dimensional weighting when applicable will be applied as follows:

Service	Dimensional Weight Factor Per FedEx Service Guide
Domestic <= 1 Cu Ft	166
Domestic >=1 Cu Ft	Per FedEx Service Guide

Attachment B to Exhibit E-3

Please Insert Participant Logo Or Use Participant letterhead

RE: Cardinal Health 200, LLC ("Cardinal Health") OptiFreight® Freight Management Program (the "OptiFreight® Program").

Dear Supplier:

[Insert Participant Name], based in [Insert Participant City, State], has contracted with Cardinal Health manage our freight through the OptiFreight Program. Our decision to have Cardinal Health manage our freight was based in part on rate reduction, mode optimization, additional value added services, and a newly developed freight management information system.

We appreciated your handling of our freight needs in the past and look forward to your timely assistance in this transition. Continuing our collaborative relationship will help us provide high quality healthcare services that patients have come to expect from [Insert Participant Name]. We ask that you help us by taking the following measures:

1. Contact the appropriate people in your organization (Customer Service, Order Entry, Shipping, Accounts Receivable, Supply Chain, etc.) to ensure that:

    - We will not accept pre-pay and add for any freight originating from any of your facilities.
    - You will provide Cardinal Health complete access to our shipping information, as they are working on our behalf. Such information should include Purchase Order Numbers, Account Numbers, Invoice Numbers, Shipping & Handling information, etc.

2. With the start of the OptiFreight Program, please ensure the following information is on the shipping manifest you provide to our selected carrier (usually FedEx):

    - Our purchase order number appears in one of the following carrier shipping label fields: Customer Reference Number, FedEx Ground Customer PO#, Recipient Name, Address Line 1 or Address Line 2.
    - The shipment is coded "Bill Third Party" using the Participant's carrier account number.

*** These terms do not apply to shipments for which you currently do not charge us freight. In these instances please continue to use your current method of shipping.

Please review the Routing Guide that accompanies this letter. We would appreciate it if you would complete the last page of the routing guide, confirming that you have setup our account, and fax the form back to Cardinal Health at fax number: (614) 652-9509, Attention: Vendor Relations, OptiFreight, **within forty-eight (48) hours** of receipt of this letter.

Thank you for your support during this transition. Should you have any questions regarding the program, please contact [Insert customer name and phone number].

Sincerely,

Name & Title

Attachment C to Exhibit E-3

Participant Facilities

University Medical Center of Southern Nevada	1800 W Charleston Blvd Las Vegas, NV 89102
UMC Rancho	2200 S Rancho, Ste 150B Las Vegas, NV 89102
UMC of Southern Nevada	901 Rancho Ln Las Vegas, NV 89106

Attachment D to Exhibit E-3

OPTIFREIGHT® LETTER OF PARTICIPATION

The undersigned healthcare provider ("Participant Facility") is a Participant Facility of _____ ("Purchaser"), and hereby engages Cardinal Health to provide OptiFreight® freight management services and freight discounts described herein (the "Program"), and Cardinal Health hereby accepts such engagement, all in accordance with the terms and conditions of the OptiFreight Services Agreement between Cardinal Health and Purchaser (the "Purchaser OptiFreight Agreement"), and this OptiFreight® Letter of Participation ("LOP").

1. Pricing Tiers. Participant Facility shall be eligible for the discounts off the list rates ("Pricing Tier") published by Federal Express ("Carrier") based on the Participant Facility's shipments under Cardinal Health's OptiFreight® shipping account number ("Account Number") as contained in the Purchaser OptiFreight Agreement

2. Payment Terms. Participant Facility's payment terms are net thirty (30) days from the date of invoice. Invoicing and late payment terms are set forth in the Purchaser OptiFreight Agreement.

3. Termination. If Participant Facility terminates this LOP or the Purchaser OptiFreight Agreement terminates, then from the date of the termination notice until the date of termination, any shipments using the Account Number will be at the Carrier's list price and Participant Facility shall not be entitled to the discounts set forth herein.

4. Required Disclosure. If the Participant Facility receives from Cardinal Health any "discounts or other reductions in price" under Section 1128B(b)(3)(A) of the Social Security Act 42 U.S.C. 1320a-7b(b)(3)(a), Participant Facility may have an obligation to disclose the discounts or reductions in price under any state or federal program which provides cost or charge-based reimbursement to the Participant Facility for the Services covered by this LOP.

5. Entire Agreement. This LOP is subject to, and hereby incorporates by reference the terms of the Purchaser OptiFreight Agreement. The Purchaser OptiFreight Agreement together with this LOP constitute the entire agreement between the parties hereto with regard to freight management services and freight discounts under the Program, and the Purchaser OptiFreight Agreement and this LOP shall supersede any prior written or oral promises, representations or agreements between the parties with respect to such subject matter.

6. Electronic Signature. This LOP may be executed and delivered by facsimile or electronic mail, with original signature visible, and such electronic copy shall be deemed to be an original signature.

Participant Facility Legal Name _____

Signature _____

Print Name of Person Signing _____

Title of Person Signing _____

Phone Number _____

E-mail Address _____

Date Signed _____

Entity Code _____

Address _____

City and State _____

Participant Facility "Sold-To" number: _____

Amendment No. 1 to Freight Management Agreement
(for HealthTrust Purchasing Group Members)

This Amendment No. 1 ("Amendment") to the Freight Management Agreement dated February 1, 2020, is effective as of the date of last signature ("Amendment Effective Date"), and is 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, (**"Purchaser"**), and **Cardinal Health 200, LLC**, (**"Cardinal Health"**).

WHEREAS, Cardinal Health and Purchaser entered into that certain Freight Management Agreement having an effective date of February 1, 2020, ("Agreement"); and

WHEREAS, Cardinal Health and Purchaser wish to further amend the Agreement in certain respects as provided in this Amendment.

NOW THEREFORE, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Cardinal Health and Purchaser hereby agree as follows:

1. Section 3. Payment Terms is revised to delete in its entirety the following language, "Late Charges of 1.5 percent per month apply for any invoices not paid within the above mentioned terms".
2. Section 4. Term and Termination The first sentence is revised as follows; "This Agreement will remain in effect as of the Amendment Effective Date until December 31, 2021 ("Initial Term"). If the GPO Agreement is extended, renewed or replaced with another Agreement between HPG and Cardinal Health, this Agreement shall, upon mutual written agreement, continue to be renewed for one (1) year periods, not to exceed five (5) years, ("Renewal Terms") subject to the terms of the GPO (or any replacement therefor.)"
3. Section 4. Term and Termination is revised to add the following language at end of the section, **"**Either party may terminate this Agreement upon ninety (90) days' prior written notice to the other party.". If termination is for Purchaser's convenience, Purchaser shall pay Cardinal Health the portion of the compensation which has been earned under this Agreement as of the effective date of termination."
4. Section 5. Incorporation; Conflicts is revised with added language at end of the section, "In the event of conflict between the HPG Agreement and Nevada law, Nevada law prevails.
5. Section 6. is added to the Agreement as follows: Section 6. Not to Exceed Language. Solely for Purchaser's internal budgeting and approval purposes, this Agreement has a not to exceed value of $734,701.00 for the term. Purchaser acknowledges and agrees that it is solely responsible for appropriating and approving funds necessary to satisfy its financial obligations hereunder
6. Section 7. is added to the Agreement as follows: Section 7. 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 Purchaser for the then-current fiscal year under the Local Government Budget Act. This

Agreement shall terminate and Purchaser's obligations under it shall be extinguished at the end of any of Purchaser's fiscal years in which Purchaser'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, provided that Purchaser gives Cardinal Health at least one hundred and twenty (120) days' prior written notice termination. Purchaser 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 then-current fiscal year. Termination under this section shall not relieve Purchaser of its obligations incurred through the 30th day of June of the fiscal year for which monies were appropriated or for items delivered for which Purchaser did not give notification of termination due to loss of appropriated funds.

7. Section 8 is added to the Agreement as follows: Section 8. Public Records. Cardinal Health acknowledges that Purchaser 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 Purchaser receives a demand for the disclosure of any information related to this Agreement that Cardinal Health has claimed to be confidential and proprietary, such as Cardinal Health's pricing, programs, services, business practices or procedures, Purchaser will immediately notify Cardinal Health of such demand and Cardinal Health shall immediately notify Purchaser of its intention to seek injunctive relief in a Nevada court for protective order.

8. Section 9. is added to the Agreement as follows: Section 9. Non-Excluded Healthcare Provider. Cardinal Health represents and warrants to Purchaser 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 goods or services for which payment may be made under such federal health care programs and (b) to the best of its knowledge 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 goods or services hereunder. Cardinal Health represents and warrants to Purchaser that no final adverse action, as such term is defined under 42 U.S.C. §1320a-7e (g), has occurred against such Cardinal Health or its affiliates or to their knowledge against any employee, contractor or agent engaged to provide goods or services under the Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment effective of the date of countersignature below.

Cardinal Health 200, LLC	**University Medical Center of Southern Nevada**
Signature: Sandy Buckley	Signature:
Printed Name: Sandy Buckley	Printed Name: Mason VanHouweling
Title: Director, Sales and Service	Title: Chief Executive Officer
Date: 1/14/2020	Date:

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	☐ PBE	☐ VET	☐DVET	☐ ESB
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:	Cardinal Health 200, LLC	
(Include d.b.a., if applicable)		
Street Address:	7000 Cardinal Place	**Website:**
City, State and Zip Code:	Dublin, OH 43017	**POC Name:** **Email:**
Telephone No:		**Fax No:**
Nevada Local Street Address: **(If different from above)**		**Website:**
City, State and Zip Code:		**Local Fax No:**
Local Telephone 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 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.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Cardinal Health, Inc.	Parent Company	100%

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/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.

Sandy Buckley

Signature — Print Name

Director, Sales and Service — 1/10/2020

Title — Date

DISCLOSURE OF RELATIONSHIP

List any disclosures below:
(Mark N/A, if not applicable.)

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF UMC* EMPLOYEE/OFFICIAL AND JOB TITLE	RELATIONSHIP TO UMC* EMPLOYEE/OFFICIAL	UMC* EMPLOYEE'S/OFFICIAL'S DEPARTMENT
N/A			

* UMC employee means an employee of University Medical Center of Southern Nevada

"Consanguinity" is a relationship by blood. "Affinity" is a relationship by marriage.

"To the second degree of consanguinity" applies to the candidate's first and second degree of blood relatives as follows:

- Spouse – Registered Domestic Partners – Children – Parents – In-laws (first degree)
- Brothers/Sisters – Half-Brothers/Half-Sisters – Grandchildren – Grandparents – In-laws (second degree)

For UMC Use Only:

If any Disclosure of Relationship is noted above, please complete the following:

☐ Yes ☐ No Is the UMC employee(s) noted above involved in the contracting/selection process for this particular agenda item?

☐ Yes ☐ No Is the UMC employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

_____
Signature

_____
Print Name
Authorized Department Representative

October 10th, 2019

Fran Heiy
Management Analyst - Contracts
University Medical Center of Southern Nevada
1800 W. Charleston Blvd.
Las Vegas, NV 89102

Re: Request for competitive bidding information regarding Freight Management Services

Dear Ms. Heiy:

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 Freight Management Services. 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 are 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 on-line 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 Freight Management Services category. HealthTrust issued RFPs and received proposals from identified suppliers. The suppliers that offered competitive pricing and met other criteria for Freight Management Services were Cardinal, Trios and VPL. contracts were executed in January 2018 with Cardinal/Optifreight.

I hope this satisfies your request. Please contact me with any additional questions.

Sincerely,

Craig Dabbs
Account Director, Member Services

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD AUDIT AND FINANCE COMMITTEE
AGENDA ITEM

Issue:	**Wireless Devices & Services Agreement with T-Mobile USA, Inc.**	**Back-up:**
Petitioner:	Jennifer Wakem, Chief Financial Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board Audit and Finance Committee review and recommend for approval by the Governing Board the Wireless Devices & Services Agreement between T-Mobile USA Inc., and University Medical Center of Southern Nevada; authorize the Chief Executive Officer to exercise any extension options or amendments; and take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund Number: 5420.000
Fund Center: Various
Description: Wireless Devices & Services
Bid/RFP/CBE: 332.115.1(q) Telecommunications
Term: 36 Months
Amount: NTE $371,136.00
Out Clause: Budget Fiscal Fund Out

Fund Name: UMC Operating Fund
Funded Pgm/Grant: N/A

BACKGROUND:

On July 29, 2016, UMCSN contracted with T-Mobile USA, Inc. under then applicable WSCA/NASPO wireless agreement for a three (3) year agreement to provide cellular & wireless device services.

This request is to approve a new 36-month agreement for services with T-Mobile USA, utilizing the pricing and terms of the most current WSCA/NASPO agreement (the State of Nevada's Master Agreement and Participating Addendum for Wireless, Data, Voice and Accessories). The forecasted cost of the new agreement is $371,736.00. The current total expected funding for this effort and previous agreements is $678,550.07. Staff also requests authority for the Chief Executive Officer to exercise renewal options or service amendments at his discretion if deemed beneficial to UMC.

This purchase is made pursuant to NRS 332.195(b) which authorizes contracting pursuant to a solicitation by the State of Nevada and NRS 332.115(1)(s), equipment and services associated with systems of communication.

UMCSN's Director of Information Technology & UMC's Office of General Counsel have reviewed the quote and recommend approval by the Governing Board.

Cleared for Agenda
January 22, 2020

Agenda Item #
18

T-Mobile USA, Inc. currently holds a Clark County Business License.

Respectfully submitted,

Jennifer Wakem
Chief Financial Officer

DocuSign Envelope ID: 84E35AC3-DB25-4534-9ABF-9FC93772525D

INSTRUCTIONS FOR COMPLETING THE
DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

Purpose of the Form

The purpose of the Disclosure of Ownership/Principals Form is to gather ownership information pertaining to the business entity for use by the University Medical Center of Southern Nevada Governing Board ("GB") in determining whether members of the GB should exclude themselves from voting on agenda items where they have, or may be perceived as having a conflict of interest, and to determine compliance with Nevada Revised Statute 281A.430, contracts in which a public officer or employee has interest is prohibited.

General Instructions

Completion and submission of this Form is a condition of approval or renewal of a contract or lease and/or release of monetary funding between the disclosing entity and University Medical Center of Southern Nevada. Failure to submit the requested information may result in a refusal by the GB to enter into an agreement/contract and/or release monetary funding to such disclosing entity.

Detailed Instructions

All sections of the Disclosure of Ownership form must be completed. If not applicable, write in N/A.

Business Entity Type – Indicate if the entity is an Individual, Partnership, Limited Liability Company, Corporation, Trust, Non-profit Organization, or Other. When selecting 'Other', provide a description of the legal entity.

Non-Profit Organization (NPO) - Any non-profit corporation, group, association, or corporation duly filed and registered as required by state law.

Business Designation Group – Indicate if the entity is a Minority Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Small Business Enterprise (SBE), Physically-Challenged Business Enterprise (PBE), Veteran Owned Business (VET), Disabled Veteran Owned Business (DVET), or Emerging Small Business (ESB) . This is needed in order to provide utilization statistics to the Legislative Council Bureau, and will be used only for such purpose.

- **Minority Owned Business Enterprise (MBE):** An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more minority persons of Black American, Hispanic American, Asian-Pacific American or Native American ethnicity.
- **Women Owned Business Enterprise (WBE**): An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more women.
- **Physically-Challenged Business Enterprise (PBE):** An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more disabled individuals pursuant to the federal Americans with Disabilities Act.
- **Small Business Enterprise (SBE):** An independent and continuing business for profit which performs a commercially useful function, is not owned and controlled by individuals designated as minority, women, or physically-challenged, and where gross annual sales does not exceed $2,000,000.
- **Veteran Owned Business Enterprise (VET):** An independent and continuing Nevada business for profit which performs a commercially useful function and is at least 51 percent owned and controlled by one or more U.S. Veterans.
- **Disabled Veteran Owned Business Enterprise (DVET):** A Nevada business at least 51 percent owned/controlled by a disabled veteran.
- **Emerging Small Business (ESB):** Certified by the Nevada Governor's Office of Economic Development effective January, 2014. Approved into Nevada law during the 77th Legislative session as a result of AB294.

Business Name (include d.b.a., if applicable) – Enter the legal name of the business entity and enter the "Doing Business As" (d.b.a.) name, if applicable.

Corporate/Business Address, Business Telephone, Business Fax, and Email – Enter the street address, telephone and fax numbers, and email of the named business entity.

Nevada Local Business Address, Local Business Telephone, Local Business Fax, and Email – If business entity is out-of-state, but operates the business from a location in Nevada, enter the Nevada street address, telephone and fax numbers, point of contact and email of the local office. Please note that the local address must be an address from which the business is operating from that location. Please do not include a P.O. Box number, unless required by the U.S. Postal Service, or a business license hanging address.

***Number of Clark County Nevada Residents employed by this firm. (*Do not leave blank. If none or zero, put the number 0 in the space provided.)**

List of Owners/Officers – Include the full name, title and percentage of ownership of each person who has ownership or financial interest in the business entity. If the business is a publicly-traded corporation or non-profit organization, list all Corporate Officers and Directors only.

For All Contracts – **(Not required for publicly-traded corporations)**

1) Indicate if any individual members, partners, owners or principals involved in the business entity are a University Medical Center of Southern Nevada full-time employee(s), or appointed/elected official(s). If yes, the following paragraph applies.

   In accordance with NRS 281A.430.1, a public officer or employee shall not bid on or enter into a contract between a government agency and any private business in which he has a significant financial interest, except as provided for in subsections 2, 3, and 4.

2) Indicate if any individual members, partners, owners or principals involved in the business entity have a second degree of consanguinity or affinity relation to a University Medical Center of Southern Nevada full-time employee(s), or appointed/elected official(s) (reference form on Page 2 for definition). If **YES**, complete the Disclosure of Relationship Form.

A professional service is defined as a business entity that offers business/financial consulting, legal, physician, architect, engineer or other professional services.

Signature and Print Name – Requires signature of an authorized representative and the date signed.

Disclosure of Relationship Form – If any individual members, partners, owners or principals of the business entity is presently a University Medical Center of Southern Nevada employee, public officer or official, or has a second degree of consanguinity or affinity relationship to a University Medical Center of Southern Nevada employee, public officer or official, this section must be completed in its entirety.

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	☐ PBE	☐ VET	☐DVET	☐ ESB
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:	T-Mobile USA, Inc.	
(Include d.b.a., if applicable)		
Street Address:	12920 SE 38th Street	**Website: www.t-mobile.com**
City, State and Zip Code:	Bellevue, WA 98006	**POC Name: Chad Sundloff** **Email:chad.sundloff@t-mobile.com**
Telephone No:	801-953-9238	**Fax No:** 425-256-9018
Nevada Local Street Address: **(If different from above)**	4175 S Riley St. #101	**Website: www.t-mobile.com**
City, State and Zip Code:	Las Vegas, NV 89147	**Local Fax No:** 425-256-9018
Local Telephone No:	801-953-9238	**Local POC Name: Chad Sundloff** **Email: chad.sundloff@t-mobile.com**

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.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
John J. Legere	Chief Executive Officer	N/A
David R. Carey	Executive Vice President, Corporate Services	N/A
J. Braxton Carter	Executive Vice President and Chief Financial Officer	N/A
Peter A. Ewens	Executive Vice President, Corporate Strategy	N/A
David A. Miller	Executive Vice President, General Counsel and Secretary	N/A
Neville R. Ray	Executive Vice President and Chief Technology Officer	N/A
G. Michael (Mike) Sievert	President and Chief Operating Officer	N/A
Elizabeth A. Sullivan	Executive Vice President, Human Resources	N/A

DISCLOSURE OF OWNERSHIP/PRINCIPALS

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/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.

DocuSigned by:

Signature
8F686CC9343743C...

David Bezzant
Print Name

Sr.Director
Title

1/13/2020
Date

DISCLOSURE OF RELATIONSHIP

List any disclosures below:
(Mark N/A, if not applicable.)

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF UMC* EMPLOYEE/OFFICIAL AND JOB TITLE	RELATIONSHIP TO UMC* EMPLOYEE/OFFICIAL	UMC* EMPLOYEE'S/OFFICIAL'S DEPARTMENT
N/A			

* UMC employee means an employee of University Medical Center of Southern Nevada

"Consanguinity" is a relationship by blood. "Affinity" is a relationship by marriage.

"To the second degree of consanguinity" applies to the candidate's first and second degree of blood relatives as follows:

- Spouse – Registered Domestic Partners – Children – Parents – In-laws (first degree)
- Brothers/Sisters – Half-Brothers/Half-Sisters – Grandchildren – Grandparents – In-laws (second degree)

For UMC Use Only:

If any Disclosure of Relationship is noted above, please complete the following:

☐ Yes ☐ No Is the UMC employee(s) noted above involved in the contracting/selection process for this particular agenda item?

☐ Yes ☐ No Is the UMC employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

_____
Signature

_____
Print Name
Authorized Department Representative

T-Mobile Quote for Service

T-Mobile USA
12920 SE 38th St.
Bellevue, WA 98006-1350

DUNS:068528376 CAGE:3BQL1 TAX ID: 91-1956183

Remitence Address:
T-Mobile
PO Box 51843
Los Angeles, CA 90051-6143

Contact NASPO Valuepoint #MA176-1
Nevada State Contract # 99SWC-NV20-3856
Contract Term- Monday July 01, 2019- Sunday June 30, 2024
Optional additional 5 year extension

Customer Contact:
Richard Aker

Account Name: University Medical Center of Southern Nevada
Billing Account Number: 952971619

Description	Order Qty.	Monthly Service Costs	Item Total
T-Mobile UnCarrier for Government - Unlimited Talk, Text, 2 GB L	657	$12.60	$8,278.20
T-Mobile Tablet Data - Unlimited Data - 2 GB LTE	27	$10.00	$270.00
T-Mobile Unlimited Hotspots Data	2	$28.40	$56.80
		Total	$8,605.00
		Total Monthly Service Costs	$8,605.00
		Total Annual Service Costs	$103,260.00

Contract Notes-
All orders should contain the following
(1) PO Subject to NASPO ValuePoint Contract #MA176-1 & State Contract #99SWC-NV20-3856
(2) Purchaser's, Address, Contract & Phone Number
(3) Purchase Order Amount

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD AUDIT AND FINANCE COMMITTEE
AGENDA ITEM

Issue: **Emerging Issues**	**Back-up:**
Petitioner: Jennifer Wakem, Chief Financial Officer	

Recommendation:

That the Audit and Finance Committee identify emerging issues to be addressed by staff or by the Audit and Finance Committee at future meetings; and direct staff accordingly. ***(For possible action)***

FISCAL IMPACT:

None

BACKGROUND:

None

Respectfully submitted,

Jennifer Wakem
Chief Financial Officer

Cleared for Agenda
DATE

Agenda Item #
19