



State of West Virginia
Department of Administration
Purchasing Division

CRFQ 0506 WEH1600000014 - Welch Community Hospital

March 1, 2016

03/02/16 09:08:59
WV Purchasing Division

PHILIPS

Philips Healthcare

March 1, 2016

Ms. April Battle
Bid Clerk
Department of Administration
Purchasing Division
State of West Virginia
2019 Washington St. E.
Charleston, WV 25305

Re: CRFQ 0506 WEH1600000014 - Telemetry

Dear Ms. Battle,

We are excited to present our response to the State of West Virginia's request for quotation for Telemetry equipment at the Welch Community Hospital. With Philips Healthcare monitors and wireless solutions, Welch Community Hospital can truly take its monitoring capabilities to the next level.

Our technology is designed to simplify workflow while improving and saving the lives of your patients. Our proposed solutions provide a true clinical intelligence "powerhouse" – interoperable, wireless and web-enabled, they will bring a new level of connectivity and advancement for the Hospital. Philips clinically-rich solutions adapt to your IT and mobility strategies, ensuring that relevant and actionable information is available in the right format, and at the point of need – regardless of location. The goal is to facilitate on-the-spot, informed decisions on the part of your clinicians, so your patients can receive the best care, recover faster, and return home sooner.

Our solutions also offer the flexibility to expand and upgrade at a pace that is right for you. Philips' systems are historically backwards and forwards compatible, protecting your existing capital investment, as well as allowing expansions as needed. The modular nature of our monitoring portfolio allows you to expand when you are ready.

Thank you in advance for your careful consideration of this quotation and we look forward to working with the State of West Virginia and Welch Community Hospital on this exciting project. If you have any questions or require additional information, please do not hesitate to call or send me an email.

Sincerely,

Kristy Minzler

Kristy Minzler, RN, MSN
Patient Care Account Manager
Philips Healthcare
(304) 590-3412
kristy.minzler@philips.com

Contacts

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Philips Healthcare
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Andover, MA 01810

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Section 1

Executive Summary

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Section 1

Executive Summary

Philips is in a position to provide Welch Community Hospital the most advanced and intuitive equipment on the market. We offer a total solution that offers a unique telemetry system (including wearable patient monitors with 2.8" touch screen displays), telemetry device location, and the cost-saving option of purchasing rechargeable lithium ion batteries.

Philips can provide a reliable antennae system -designed specifically for Welch Community Hospital – that is based on components and not square footage so signal strength is optimized. Our commitment to Welch Community Hospital is to make ourselves a trusted vendor partner who can provide an advanced telemetry system along with the additional monitoring products outlined below.

Product Overview

Philips IntelliVue Information Center iX (PIIC iX)

Wherever you are, in the hospital, at home, or on the road, you have access to the patient information you need to make informed clinical decisions via Web and smart device access. PIIC iX offers access to key patient monitoring information – virtually anytime, anywhere. Here are some ways PIIC iX can you help you:

****Work more efficiently in areas with space constraints:** PIIC iX is designed to manage up to 1024 beds/patients - all on one network.

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Executive Summary

It works in areas with limited space and uses less foot space than our previous solution. It is adaptable for “cockpit areas” with monitoring technicians or consolidated nursing units. PIIC iX gives your clinicians a hospital-wide overview because you have the flexibility to access **any patient** on the clinical network. In addition, the **Wide Screen Display** options of PIIC iX provide increased visibility of patient data, displays up to eight waves in a patient sector, and helps to reduce the risk of eyestrain in crowded, busy environments.



****Get up to speed quickly and experience less anxiety when floating through departments:** Unlike other central station/monitoring solutions; the IntelliVue portfolio’s design is consistent. Similar user interfaces on the bedside monitors and PIIC iX makes it easy to learn, cross train and float to other units without additional stress and without a learning curve.

****Research and review a patient’s history – all in one place:** Keep retrospective patient data available in one place and at the same point in time, so your clinicians are able to easily research and review a patient’s history and timeline. Simply put, your clinicians are provided with **up to a seven-day (168 hour) snapshot in time** – giving them a detailed overview of the patient condition and allowing for more accurate patient assessments. Upon discharge, the patient information automatically stays in the system for six additional days (up to a minimum of the last 24 hours of the patient’s stay) until the end of the six-day post-discharge period.

****Capture a nearly effortless flow of patient data during transport on one common infrastructure (either wired or wireless):** PIIC iX supports a wide variety of patient monitors (telemetry, bedside monitor, and transport monitor) throughout your hospital – giving you seamless flow of patient data. Now you can use any monitoring device wherever you need it. How do we do it? We provide one common system where both wired and wireless infrastructure (in the 1.4 GHz protected band) can reside. Implementing a common infrastructure makes things simpler and allows clinicians to focus on patients. You will be able to capture all data (including up to seven days of full disclosure) to ensure the patient data will always be available. With PIIC iX, **“Plug and Play” for patient data transfer is simplified.** Unlike any other players in the industry, PIIC iX offers nearly effortless patient data transfer, and it offers a scalable solution for either large or small networks.

****View more waves, more numerics on one screen:** PIIC iX offers an effective use of screen real estate. Clinicians can maximize or minimize sectors on the screen and even control the size of the sector display. This is especially helpful for patients in critical condition. Now, clinicians can view more waves, more numerics for these patients on one wide screen.

****All are unique to Philips!**

PIIC iX was designed as more than just a central monitoring system; it is an organizational tool that helps hospitals research, categorize and export relevant patient data and information. PIIC iX offers an audit log, which gives hospitals the ability to review how their clinicians are interacting with the monitoring system, and provides necessary clinical audit trails.

The audit log can be used for two purposes –either to research alarms for a particular patient, or to review all alarms in your unit. There are multiple filters for alarms and actions, such as Silence, Pause, Alarms On/Off or Alarm Limit changes. Up to 90 days of information will be stored, and 50 days at one time can be seen. In addition, the entire audit log can be exported to Excel.

The audit log is customizable to provide more detail than just alarms. It can also be used to manage workflow efficiencies such as caregiver assignment changes or telemetry profile changes. Using the audit log for alarm review can help with quality initiatives, compliance, and root cause analysis of sentinel events. Hospitals can use this data for case management review, and initiatives on alarm management. Data can also be used for educational programs for staff, clinical staff training, and nursing research or academic endeavors.

Interoperability: PIIC iX Infrastructure and Network Architecture

PIIC iX is a secure, industry standards-based solution that gives relevant information where and when you need it. It meets your IT Department requirements for a system that fits into existing infrastructure and communicates with hospital information systems. IT will appreciate the benefits of PIIC iX:

Readily integrates into existing network and hardware investments: PIIC iX is an open, standards-based system that can support a shared IT infrastructure. It enables IT best practices including optional server virtualization for larger networks and options for VM clustering (based on Philips specifications) to maintain high availability, improve uptime, provide redundancy, and control costs. A routed/Layer 3 solution for wired and 802.11 monitor networks supports use of your own clinical network, if you so choose, and our client-server architecture supports IT best practices.

Easily integrates with EMR Systems: Philips has successfully integrated with all major EMR vendors for a continuous stream of data to the EMR. PIIC iX can incorporate critical vital signs data and other reports into the EMR. With PIIC iX you can map to your EMR system without interrupting the patient monitoring system. The result? No disruption to the central station and continuous data flow to the EMR.

Philips also offers additional features for EMR systems that incorporate wave strip import and report distribution. The reports can be exported in PDF format for easy entry to the EMR right from the clinician's workstation. This gives clinicians more timely and consistent access to wave strips and other vital signs information along with full disclosure reports that can be viewed in context with other valuable clinical information at the point of care.

Enable remote access to see patient information anywhere: PIIC iX gives clinicians the flexibility to access up to 1024 patients on one clinical network – and is scalable to accommodate small clinics, large hospitals across an enterprise, or multiple hospitals together. PIIC iX's 'one pipe' system means you can optimize and streamline patient monitoring data so clinicians can view the PIIC iX monitoring screen – wherever they are.

Now, patient data from other patient care devices (such as a ventilator or an IV pump) can be integrated to flow to the EMR from a single, point-of-entry at the bedside and clinicians can keep an eye on their patient wherever they are working (home, office, hospital).

Other remote access features include:

- Web access using standard IT practices (Active Directory, for example) for access and security.
- Mobile device viewing options like smart phones and tablets.



Operate on one clinical network for patient monitoring: By choosing Philips, you will not have to rely on two infrastructures to operate bedides and telemetry. PIIC iX operates on one common 1.4 GHz wireless infrastructure with Smart-hopping technology[®]. The benefit? The clinicians can choose the type of monitor to suit the patient's change in condition. For example, a clinician can move a patient from a high acuity to a low acuity monitor as patient condition improves. PIIC iX also allows for multiple monitoring devices to be assigned to the same patient at the same time. The bottom line? You have a choice of monitors or telemetry devices but only have to manage one network.

Enhanced Cockpit Monitoring: We have made improvements in PIIC iX's main resting display and in the architecture – so your clinicians enjoy an ease of use and flexibility they have never seen before. Improvements include large and wide screen displays, support for up to 32-patient per central station, ability to minimize sectors during low census, and ability to have hospital-wide overview (across other clinical units and other PIIC iX Information Centers). Philips also offers unique identifiers only available with PIIC iX:

- The ability to identify patient groups (like Afib patients) via colored border around the patient (without having to change the wave color); and
- The ability to identify patients according to nurse assignments

Rich Diagnostic Tools: For the IT and Biomed, the system has rich diagnostic tools, and remote service features that permit the oversight of the health of the clinical network. PIIC iX has built in capabilities that enable IT and Biomed to optimize system performance and effectively troubleshoot using industry standards and practices (like HL7 and IHE). Philips also offers optional 'over the shoulder' remote service capabilities that allow Philips technical experts to connect to your system and work with your IT staff for swift technical diagnosis and issue resolution.

PIIC iX supports IT friendliness through adoption of interoperability standards. Now you can troubleshoot, make configuration changes to PIIC iX, add equipment labels, and make changes to the EMR system - all without interrupting the monitoring system. Now you can work without interrupting patient monitoring.

Here is what is new with the PIIC iX Release B.0

Tools to Assist with the Reduction of Alarm Fatigue: In addition to the clinical audit log, Release B.0 has a new feature to help clinicians reduce alarm fatigue, called the Alarm Summary report.

Alarm Summary report: Along with assisting customers to have the best alarm unit defaults, it is known that often one or two patients on the unit are contributing to the greatest number of alarms in the unit. The Alarm Summary report can be printed at the beginning of every shift (or any time) to get a snapshot of the patient alarms and their limits along with the trends of the major vital signs. This may assist the clinician in determining if alarm limits changes for the patient are appropriate.

Provide Continuous Data: Release B.0 easily allows access to data as a patient transfers to different care units within the hospital.

Trend Upload: Numerical data from the bedside monitor will be uploaded to PIIC iX Release B.0 when the monitoring devices rejoin the network. Data will be shown with a slight shadow in order to understand that the data was uploaded. (This feature does not work for ITS networked devices)

HL7 Store and Forward: In order to get the data that was uploaded to the electronic record, Release B.0 also provides the ability to store the data and send it to the chart via HL7. Note: Not all electronic records will accept historical data.

Synchronization from Local Mode: Even if a central station is disconnected from the network, patients can be admitted, discharged, and transferred, and all monitoring data is still collected. When the server is available, patient demographic and ADT data will synchronize automatically (if configured). In addition, data that was collected locally will be available to seamlessly view in the retrospective applications after connection.

Reviewing Patient Data: Several new features have been added to optimize patient data review.

12 Lead Diagnostic Full Disclosure: The new bedside monitor Release K.1 and later will now send eight ECG waves at a diagnostic bandwidth to allow 12 waves to be stored at PIIC iX Release B with 12-Lead full disclosure option. Waves will be stored according to the Full Disclosure license.

Signal Quality Indicator: Shown as an event line under the 12 Lead Full Disclosure (Diagnostic, EASI or Hexad), this helps a clinician find the highest quality 12-Lead ECG from the historical data.

12 Lead Diagnostic Capture at the PIIC iX: In addition to storing 12 Leads, PIIC iX Release B can also capture and export a diagnostic 12 Lead ECG to a Cardiology Management System, such as Philips IntelliSpace ECG. Derived 12-lead ECGs from EASI or Hexad can also be captured with ECG measurements, but will not be analyzed.

More Waves from the Bedside Monitor: In addition to receiving and storing eight ECG waves for 12 Lead Full Disclosure, the bedside monitor release will now send eight other waves (up from five) for storage at the PIIC iX Release B. (In B.O, requires license for 12 Lead Full Disclosure)

Configurable Review Applications: With the Specialty Review Editor (SPE) license, up to 12 configurable review applications can be created per unit. This license will be entitled to all customers upgrading from PIIC Classic, to ensure that customers who use ST monitoring can still access this functionality. It is purchasable for new PIIC iX sales.

View Discharged Patient data: There is now an easy way to view stored data of discharged patients without readmitting them to a sector. In the original Patient Selection box, there is now a tab to Search. If the patient was discharged from a PIIC iX within the same server, the review applications will be the same as in the application. If the patient is on either another PIIC iX server or a Classic PIIC server on the portal, then you will view review applications from the web, and the portal is required to be configured.

Waves Strip Report: A new strip report to document procedures, such as a Swan-Ganz insertion or Wedge Pressure, is now available. Add multiple strips with caliper measurements, comments, and labels to a single report to print to paper or to the electronic chart.

Telemetry and Wireless Infrastructure

Philips IntelliVue MX40 Wearable Patient Monitor

The Philips IntelliVue MX40 Wearable Patient Monitor is an integral part of Philips' state-of-the-art Philips IntelliVue Telemetry System. Perfect for Progressive Care environments - the Philips IntelliVue MX40 is a lightweight, wearable patient monitor designed for ambulatory patients. Clinicians tell us they love the 2.8" touchscreen and the ability to see trends on the display. It is the only telemetry system on the market that offers the choice of two radios: the **WMTS band** where Philips proprietary Smart-hopping technology can be deployed to actively dodge interference or the **802.11a/b/g band**.



Philips recently released the next generation of Patient-Worn Device that goes beyond a traditional Telemetry Transceiver to become an all- encompassing Patient-Worn Monitor that can include optional NIBP measurements or simply monitor SpO₂ only. This latest enhancement is the **Philips IntelliVue MX40**.

The Philips IntelliVue MX40 combines the benefits of Philips IntelliVue patient monitoring and telemetry into a single, compact wearable monitor. With a color touch screen that allows you a view of your patient demographics and status, the Philips IntelliVue MX40 is harmonized with the rest of the IntelliVue family for ease of training and use.

Two channels of real-time waveforms and four screen formats with varying orientation provide clinicians with comprehensive patient information to make assessments at the patient's side, no matter where they are in the hospital.

With the choice of a rechargeable lithium ion battery the Philips IntelliVue MX40 supports green initiatives can decrease disposable battery costs.



The Philips IntelliVue MX40 was designed with cleaning and infection prevention in mind. Its unique external connector lessens collection of soil and liquids while the case material withstands a variety of disinfectants and periodic sterilization, reducing the risks of HAIs.

Philips' new Hexad 12-lead Algorithm for patient-worn devices allows for easy monitoring of 12 ECG leads using a 6-wire ECG lead set in standard lead placement. The Hexad algorithm reconstructs the four chest leads that are not directly monitored resulting in a total of 12 leads.

The Philips IntelliVue patient-worn devices can communicate with Philips IntelliVue bedside monitors, allowing a comprehensive view of patients' cardiac rhythm and vitals at the bedside without having to disconnect or reconnect patient cables.

Philips IntelliVue Telemetry Infrastructure

Philips IntelliVue **1.4 GHz Telemetry Infrastructure** is recommended for transmission of all mission critical patient data and monitoring of all patients while ambulating and during transport. Any Philips IntelliVue patient monitoring device can include a 1.4 GHz wireless radio to transmit data on the wireless network.



Wireless Patient Monitoring is an extremely high-value clinical use model in any hospital. Rapid detection, communication, and response to life-threatening events can mean the difference between life and death or debilitating injury for patients.

When you have mobile patients who need constant monitoring, that is when clarity matters. The medically-protected 1.4 GHz wireless band with Philips' **Smart-hopping technology** provides reliable, bidirectional communication between wireless devices and the Philips IntelliVue Information Center. Smart-hopping technology dodges interference and seeks out the strongest available signal to achieve seamless connections wherever patients roam the network. A 1.4 GHz infrastructure with advanced Smart-hopping technology not only allows you a seamless, uninterrupted view of your mobile patients; it will also evolve with you to support your changing needs in wired and wireless patient data flows.



Philips IntelliVue Device Location shows which access point a wireless device is associated with so that you can find ambulating patients and missing devices more easily. The map application runs on a standard PC, access points are identified with labels you determine and appear in associated sectors on the Philips IntelliVue Information Center.

A common 802.11 network can be utilized as an alternative to a 1.4 GHz network and Philips offers services to survey an existing 802.11 infrastructure for use with Philips devices (IntelliVue devices can also accommodate 802.11 radios); however, Philips strongly recommends the use of a 1.4 GHz wireless infrastructure to protect life critical transmissions from enterprise network traffic.

Philips IntelliVue MX450 Monitor

The Philips IntelliVue MX450 is one of a series of four monitors that are mobile, flexible, and adaptable to your patient acuity needs. The portfolio offers a unique modular design –the monitors can be connected to the Philips Multi-Measurement Module (MMS) family with its extensions, and the Philips IntelliVue Gas Analyzers to extend its functionality with plug-and-play convenience. Dedicated configurations are available for the anesthesia, intensive, cardiac, neonatal, and general care environments. And, they work on the same platforms and have the same familiar user interface as all of our IntelliVue monitors.

The IntelliVue MX450 monitor from Philips is one of the first comprehensive monitors that is also transport monitors. The monitor is designed to work with different Philips modules so clinicians can simply add or remove parameters on the fly, as patient needs change. The Philips IntelliVue MX450 monitor brings a new level of mobility to in-hospital transport. The monitor adapts to the patients changing condition and can be used as a transport monitor for both high and low acuity patients. There is no need to disconnect patient cables or adjust any measurement or monitor settings. Specifically designed mounting solutions allow clinicians to quickly disconnect the monitor for transport and reconnect to the mount after transport.



More benefits the Philips IntelliVue MX450 offers Welch Community Hospital:

The Philips IntelliVue MX450 monitor automatically adapt to different light levels in the hospital environment with the Ambient Light Feature- so the screens brighten in darker rooms and dim in brighter rooms. This means Patients can recover in settings with lighting levels that are optimal for recovery. Since the screen and numerics are visible in all light levels, clinicians no longer have to worry about viewing the monitor in situations where light levels change. An additional benefit is that clinicians may experience reduced eyestrain and find it easier to read the monitors.

The Philips IntelliVue MX450 monitor is designed with smooth lines and without “nooks and crannies”. It is manufactured so it is easy to clean and more resistant to harsh cleaning agents.

The Philips IntelliVue MX450 monitor is validated for use with a variety of cleaning and disinfectant agents. The monitors' design makes them easy to clean- which may help decrease the risk of them carrying hospital acquired infections (HAI).

Exceptional Service

Philips Field Service Engineers (FSEs) complete at least three weeks of training per year on Philips products and the latest healthcare industry topics at our state-of-the-art training facility. Courses cover everything from the ins and outs of our latest monitoring products and upgrades to lectures on specific Philips devices and solutions. All FSEs undergo intensive hands-on training and troubleshooting on the specific products they will be responsible for maintaining. Since our FSEs work in your facility, they get to know your staff and your equipment. They are dedicated to supporting your biomed and clinical teams – by helping to prevent and quickly resolve problems.

In 2014, Philips Patient Monitoring was rated #1 in overall OEM Service Performance for the 12th time in the 16 years this independent research has been conducted. The results are a direct reflection of our commitment to the people who matter most – you and your patients. Here are just a few examples of the categories in which customers gave us the #1 spot:



- Overall service performance #1
- Overall manufacturer performance # 1
- OEM Training Program #1
- Technical Competence of Engineers # 1
- Overall remote service #1

Looking forward

Philips is committed to being your partner: an uncompromising resource in your pursuit of clinical excellence. We offer solutions that will help Welch Community Hospital improve outcomes, manage resources, and reduce costs. We are dedicated to providing innovative, integrated solutions and the tools you need to make informed clinical decisions-virtually anytime, anywhere.

Thank you for your interest in Philips Healthcare.

Section 2

Response to Request for Quotation

PHILIPS

Section 2

Response to Request for Quotation

Philips Healthcare, a division of Philips Electronics North America Corporation, has provided a response as follows to the following components of the State of West Virginia, CRFQ 0506 WEH1600000014 – **Telemetry**, for Welch Community Hospital

1. CRFQ Forms
2. General Terms and Conditions
3. RFQ Specifications
4. Pricing Page
5. HIPAA Business Associate Addendum
6. Attachment 1 - Provisions Required for Federally Funded Procurements
7. Vendor Preference Certificate
8. Purchasing Affidavit

CRFQ Forms

PHILIPS



Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

State of West Virginia
 Request for Quotation
 26 — Medical

Proc Folder: 160151

Doc Description: Telemetry

Proc Type: Central Purchase Order

| Date Issued | Solicitation Closes | Solicitation No | Version |
|-------------|------------------------|-------------------------|---------|
| 2016-02-01 | 2016-03-01 13:30:00 | CRFQ 0506 WEH1600000014 | 1 |

BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Name, Address and Telephone Number:
 Philips Healthcare, a division of Philips Electronics North America Corporation
 3000 Minuteman Road
 Andover, MA 01810
 (978) 659-3000

FOR INFORMATION CONTACT THE BUYER

April Battle
 (304) 558-0067
 april.e.battle@wv.gov

Signature X  Justine Starrett, Sr. Manager Commercial Contracts
 FEIN # 13-3429115 DATE 2/29/16

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION:

The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Department of Health and Human Resources (WVDHHR), Bureau for Behavioral Health and Health Facilities (BHFF), Welch Community Hospital to establish a contract for the one time purchase of one fifteen (15) bedside monitors; ten (10) medical surgical wearable patient monitors; and two (2) information centers. Vendor is to provide installation and in-service training for medical staff.

| INVOICE TO | | SHIP TO | |
|--|--|---|--|
| PROCUREMENT OFFICER - 304-436-8708 HEALTH AND HUMAN RESOURCES WELCH COMMUNITY HOSPITAL 454 MCDOWELL ST WELCH WV24801 US | | PROCUREMENT OFFICER - 304-436-8708 HEALTH AND HUMAN RESOURCES WELCH COMMUNITY HOSPITAL 454 MCDOWELL ST WELCH WV 24801 US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|------------------|----------|------------|-------------|--------------|
| 1 | Bedside Monitors | 15.00000 | EA | \$27,651.52 | \$414,722.80 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------------|------------------|---------|
| 42181719 | Philips Healthcare | IntelliVue MX500 | 866064 |

Extended Description : See Section 5 for Product Details

3.1.1 Bedside monitors

| INVOICE TO | | SHIP TO | |
|--|--|---|--|
| PROCUREMENT OFFICER - 304-436-8708 HEALTH AND HUMAN RESOURCES WELCH COMMUNITY HOSPITAL 454 MCDOWELL ST WELCH WV24801 US | | PROCUREMENT OFFICER - 304-436-8708 HEALTH AND HUMAN RESOURCES WELCH COMMUNITY HOSPITAL 454 MCDOWELL ST WELCH WV 24801 US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|--|----------|------------|------------|-------------|
| 2 | Medical surgical wearable patient monitors | 10.00000 | EA | \$9,715.04 | \$97,157.70 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------------|-----------------|---------|
| 42181719 | Philips Healthcare | IntelliVue MX40 | 865350 |

Extended Description : See Section 5 for Product Details

3.1.2 Medical surgical wearable patient monitors

| INVOICE TO | | SHIP TO | |
|--|--|---|--|
| PROCUREMENT OFFICER - 304-436-8708 HEALTH AND HUMAN RESOURCES WELCH COMMUNITY HOSPITAL 454 MCDOWELL ST WELCH WV24801 US | | PROCUREMENT OFFICER - 304-436-8708 HEALTH AND HUMAN RESOURCES WELCH COMMUNITY HOSPITAL 454 MCDOWELL ST WELCH WV 24801 US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|---------------------|---------|------------|-------------|--------------|
| 3 | Information centers | 2.00000 | EA | \$51,266.22 | \$102,532.44 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------------|----------------------------------|---------|
| 42181719 | Philips Healthcare | IntelliVue Information Center iX | 865390 |

Extended Description : See Section 5 for Product Details
 3.1.3 Information centers

| INVOICE TO | | SHIP TO | |
|--|--|---|--|
| PROCUREMENT OFFICER - 304-436-8708 HEALTH AND HUMAN RESOURCES WELCH COMMUNITY HOSPITAL 454 MCDOWELL ST WELCH WV24801 US | | PROCUREMENT OFFICER - 304-436-8708 HEALTH AND HUMAN RESOURCES WELCH COMMUNITY HOSPITAL 454 MCDOWELL ST WELCH WV 24801 US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|--------------|---------|------------|------------|-----------------------|
| 4 | Warranty | 1.00000 | EA | \$0 | Included at no charge |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------------|---------------|----------------|
| 84101503 | Philips Healthcare | One-year | N/A - included |

Extended Description : See Section 4 for Warranty Details
 3.1.4 Warranty

| INVOICE TO | | SHIP TO | |
|--|--|---|--|
| PROCUREMENT OFFICER - 304-436-8708 HEALTH AND HUMAN RESOURCES WELCH COMMUNITY HOSPITAL 454 MCDOWELL ST WELCH WV24801 US | | PROCUREMENT OFFICER - 304-436-8708 HEALTH AND HUMAN RESOURCES WELCH COMMUNITY HOSPITAL 454 MCDOWELL ST WELCH WV 24801 US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|--------------|---------|------------|------------|-----------------------|
| 5 | Manual/CDs | 1.00000 | EA | \$0 | Included at no charge |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------------|---------------|---------|
| 55101521 | Philips Healthcare | DVD/CD-ROM | N/A |

Extended Description :

3.1.5 Manual/CDs

| INVOICE TO | | SHIP TO | |
|--|--|---|--|
| PROCUREMENT OFFICER - 304-436-8708 HEALTH AND HUMAN RESOURCES WELCH COMMUNITY HOSPITAL 454 MCDOWELL ST WELCH WV24801 US | | PROCUREMENT OFFICER - 304-436-8708 HEALTH AND HUMAN RESOURCES WELCH COMMUNITY HOSPITAL 454 MCDOWELL ST WELCH WV 24801 US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|--------------|---------|------------|-------------|-------------|
| 6 | Installation | 1.00000 | EA | \$40,430.00 | \$40,430.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------------|---------------|---------|
| 81111809 | Philips Healthcare | 890500 | 890500 |

Extended Description :

See Section 4 Installation Details

3.1.6 Installation

| INVOICE TO | | SHIP TO | |
|--|--|---|--|
| PROCUREMENT OFFICER - 304-436-8708 HEALTH AND HUMAN RESOURCES WELCH COMMUNITY HOSPITAL 454 MCDOWELL ST WELCH WV24801 US | | PROCUREMENT OFFICER - 304-436-8708 HEALTH AND HUMAN RESOURCES WELCH COMMUNITY HOSPITAL 454 MCDOWELL ST WELCH WV 24801 US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|--------------------------|---------|------------|-------------|-------------|
| 7 | In-service medical staff | 1.00000 | EA | \$24,360.00 | \$24,360.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------------|---------------|---------|
| 86000000 | Philips Healthcare | 890539 | 890539 |

Extended Description :

See Section 4 for Training Details

3.1.7 In-service medical staff

SCHEDULE OF EVENTS

| Line | Event | Event Date |
|------|---------------------|------------|
| 1 | Technical Questions | 2016-02-17 |

| | | | |
|--------------|--------------------------------|--|-----------------------|
| WEH160000014 | Document Phase Final | Document Description Telemetry | Page 5 of 5 |
|--------------|--------------------------------|--|-----------------------|

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

General Terms and Conditions

PHILIPS

2 - General Terms and Conditions

The following are Philips clarifications and exceptions for the file 'Terms and Conditions':

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

13. **REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

Philips Electronics North American Corporation is a registered business in the State of West Virginia. A copy of the proof of registration document is included in [Section 4](#).

GENERAL TERMS AND CONDITIONS:

6. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.

Philips clarifies: The pricing as included in the quotation shall remain valid for 60 calendar days unless withdrawn or changed by Philips.

8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below. Commercial General Liability Insurance: In the amount of \$1,000,000.00 or more.

A copy of Philips Certificate of Liability Insurance, with the State of West Virginia named, is included in [Section 4](#).

15. **TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

Philips takes exception: State of West Virginia Procurement Officer to provide Philips with an appropriate exemption certificate reasonably in advance of the date the product is available for delivery, otherwise Philips shall invoice the State of West Virginia for those taxes and the State of West Virginia shall pay those taxes in accordance with the terms of the invoice.

- 26. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

Philips clarifies: The warranties set forth in the quotation and in the Philips product 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.

- 31. LICENSING:** In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

Philips clarifies: To the best of our knowledge, Philips is licensed and in good standing with any and all state and local laws and requirements by any state or local agency of West Virginia.

- 32. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

Philips takes exception and clarifies: Philips does not convey, sell, assign, and/or transfer to Customer any rights, title or interest in any causes of action it may now have or hereafter acquire under the antitrust laws of the United States or any state, relating to the particular goods or services purchased or acquired by Customer under this contract.

- 34. PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked. Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

Philips clarifies: Please consult your Account Manager to determine if Philips systems are compatible with your accounts payables program (i.e. PCard, Debit Card, Credit Card, etc.). Philips, at its discretion, will accept credit card payments for orders with a net value of fifty-thousand U.S. dollars (\$50,000.00) or less. Philips Account Manager will work with you to determine the best payment option.

- 36. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

Philips takes exception: The liability, if any, of Philips and its affiliates for damages arising from breach of the terms in the quotation, breach of Warranty, negligence, indemnity, strict liability or other tort, or otherwise with respect to the products and services is limited to an amount not to exceed the price of the product or service giving rise to the liability. The foregoing limitation shall not apply to third party claims for bodily injury or death caused by Philips' negligence or proven product defect.

- 41. BACKGROUND CHECK:** In accordance with W.Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

Philips takes exception: Philips supports reasonable employee credentialing requirements when they are based on relevant industry guidelines per the Coalition for Best Practices in HCIR requirements. The State of West Virginia purchasing division shall be responsible for all costs associated with the background check inquiry.

RFQ Specifications

PHILIPS

REQUEST FOR QUOTATION
CRFQ 0506 WEH160000014
WEH160000003 Telemetry System

SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Department of Health and Human Resources (WVDHHR), Bureau for Behavioral Health and Health Facilities (BHHF), Welch Community Hospital to establish a contract for the one time purchase of one time purchase of fifteen (15) bedside monitors, ten (10) medical surgical wearable patient monitors, and two (2) information centers. Vendor is to provide installation and in-service training for medical staff.

NOTE: This request is covered in part or in whole by federal funds. All bidders will be required to acknowledge and adhere to Attachment 1-Provisions Required for Federally Funded Procurements. Delivery Orders issued from contract awarded as a result of this solicitation may be funded in whole or in part with Federal Funds and thus this solicitation and its resulting awarded contract are subject to the requirements of Attachment 1: Provisions required for federally Funded Procurements.

- 2. DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
- 2.1 “Contract Item”** means one time purchase of fifteen (15) bedside monitors, ten (10) medical surgical wearable patient monitors, and two (2) information centers as more fully described by these specifications.
- 2.2 “Contract Services”** means to provide installation and in-service training of medical staff as more fully described in these specifications.
- 2.3 “Pricing Page”** means the pages, contained in wvOASIS or attached as Exhibit A, upon which Vendor should list its proposed price for the Contract Items.
- 2.4 “Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division..

3. GENERAL REQUIREMENTS:

- 3.1 Mandatory Contract Item Requirements:** Contract Item must meet or exceed the mandatory requirements listed below.
Philips has identified for each requirement, if we meet the requirement. Product Technical Information can be found in Section 5 – Product Literature.

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3.1.1 Bedside Monitors (15) must meet or exceed the mandatory requirements listed below. Bedside monitors proposed for this opportunity shall comply with the following specifications:

3.1.1.1 Measurement Features:

3.1.1.1.1 Must have electrocardiogram (ECG) monitoring using five (5) electrodes.

Philips meets this requirement.

3.1.1.1.2 Must have twelve (12)-lead ECG monitoring with five (5) electrodes.

Philips meets this requirement.

3.1.1.1.3 Must have multi-lead arrhythmia and ST segment analysis at the bedside on all available leads.

Philips meets this requirement.

3.1.1.1.4 Must have QT/QTc (Q-wave T-wave/Q-wave T-wave interval correction) interval monitoring.

Philips meets this requirement.

3.1.1.1.5 Must have capnography extensions to extend measurement capability by adding mainstream or side stream carbon dioxide (CO₂), a pressure and an additional pressure or temperature measurement plus optional cardiac output.

Philips meets this requirement.

3.1.1.1.6 Must have pulse oximetry technologies for accurate performance even in cases with low perfusion.

Philips meets this requirement.

3.1.1.1.7 Must have pulse pressure variation (PPV) that can be calculated from beat to beat arterial pressure values.

Philips meets this requirement.

3.1.1.2 Usability Features:

3.1.1.2.1 Must have menu hierarchy for access to all basic monitoring tasks.

Philips meets this requirement.

3.1.1.2.2 Must have patient management with tabular and graphic trends.

Philips meets this requirement.

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3.1.1.2.3 Must have ventilation, hemodynamic and oxygenation calculations.

Philips meets this requirement.

3.1.1.2.4 Must have a drug calculator.

Philips meets this requirement.

3.1.1.2.5 Must have settings profile functionality.

Philips meets this requirement.

3.1.1.2.6 Must have automatic alarm limits.

Philips meets this requirement.

3.1.1.2.7 Must have basic event surveillance for automatic detection of patient status deterioration.

Philips meets this requirement.

3.1.1.2.8 Must have capability to silence alarms from bedside.

Philips meets this requirement.

3.1.1.2.9 Must have capability to assign a monitor and a telemetry device to same patient.

Philips meets this requirement.

3.1.1.2.10 Must have multiple input devices: Touchscreen, mouse, and keyboard.

Philips meets this requirement.

3.1.1.2.11 Must have a minimum of a ten (10) inch to a maximum twelve (12) inch flat panel display with wide viewing angle, large numerics, permanently visible alarm limits and up to six real-time waves.

Philips meets this requirement.

3.1.1.2.12 Must have graphical measurement windows showing which measurements are being used by which device.

Philips meets this requirement.

3.1.1.3 Intended Use:

3.1.1.3.1 The monitors must be able to be used for monitoring, recording and alarming of multiple physiological parameters of adults and pediatrics in a hospital environment.

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Philips meets this requirement.

3.1.1.4 Modularity:

3.1.1.4.1 Shall have the ability to function as stand-alone or networked.

Philips meets this requirement.

3.1.1.5 Upgradability:

3.1.1.5.1 Shall have the ability to be updated as practices and technologies advance.

Philips meets this requirement.

3.1.1.6 Main Components:

3.1.1.6.1 The monitors must have color Liquid Crystal Display (LCD) displays with a wide viewing angle, providing high resolute waveform and data presentation.

Philips meets this requirement.

3.1.1.6.2 The user interface must be designed for operation.

Philips meets this requirement.

3.1.1.6.3 Must have keys with icons allowing monitoring task to be performed directly on the monitor screen.

Philips meets this requirement.

3.1.1.6.4 The monitors must display a minimum of six (6) measurement waves simultaneously.

Philips meets this requirement.

3.1.1.6.5 The twelve (12)-lead ECG monitoring must display twelve (12) real-time ECG waves, with a rhythm strip and all ST values.

Philips meets this requirement.

3.1.1.6.6 Must have multiple input devices such as mouse, track ball or barcode reader.

Philips meets this requirement.

3.1.1.6.7 Must have mounting options for flexible space saving placement of the monitor.

Philips meets this requirement.

3.1.1.7 Applications and Features:

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- 3.1.1.7.1** The monitor must have multi-lead arrhythmia detection analysis on the patient's ECG waveform at the bedside. It must analyze for ventricular arrhythmias, calculate heart rate and generate alarms, including asystole, bradycardia, and ventricular fibrillation.
Philips meets this requirement.
- 3.1.1.7.2** Shall have a minimum of twelve (12) leads of ST segment analysis that can be performed at bedside measuring ST elevation and depression generating alarms and events. Must have ability to trend ST changes, set high and low alarm limits, and set both ST and isoelectric measurement points.
Philips meets this requirement.
- 3.1.1.7.3** Must have QT/QTc interval monitoring that provides the measured QT interval, the calculated heart-rate, corrected QTc value and a QTc value, which tracks variation in the QT interval in relation to a baseline value.
Philips meets this requirement.
- 3.1.1.7.4** Must have twelve (12) -level ECG capability with twelve (12) real-time ECG waveforms that can be displayed simultaneously.
Philips meets this requirement.
- 3.1.1.7.5** Must have pulse oximetry technology to perform accurately even in cases of low perfusion.
Philips meets this requirement.
- 3.1.1.7.6** Must have choice of mainstream, side-stream and mainstream CO₂ monitoring for high quality measurements with intubated and non-intubated patients.
Philips meets this requirement.
- 3.1.1.7.7** Must have drug calculator to help manage intravenous (IV) drug infusions by calculating drug dose, rate, amount, volume, concentration, and standardized rate.
Philips meets this requirement.
- 3.1.1.7.8** Drug calculator must have ability to include a list of commonly used drugs.
Philips meets this requirement.
- 3.1.1.7.9** Must have basic event surveillance that automatically detects changes in patient's condition and stores an electronic record

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providing you with a minimum twenty (20) minutes of data sampled every twelve (12) seconds.

Philips meets this requirement.

3.1.1.7.10 Events must be stored in a database for review and documented in a report or in a recording.

Philips meets this requirement.

3.1.1.7.11 Screen layouts must be adjustable, allowing flexible display of measurement information.

Philips meets this requirement.

3.1.1.7.12 Previous/next screen function must provide access to a minimum ten (10) most recently modified screens.

Philips meets this requirement.

3.1.1.7.13 Temperature, height and weight must have option of configuration metric or imperial units.

Philips meets this requirement.

3.1.1.7.14 Pressure and gas measurements must have option to be displayed in both KPa (kilopascal) or displayed in mmHg (millimeter of Mercury).

Philips meets this requirement.

3.1.1.7.15 The trends database must store a minimum of sixteen (16) measurement memories to a maximum of thirty-two (32). The measurement information must have the ability to be sampled at an interval of twelve (12) seconds, one (1) minute, or five (5) minutes, and stored for a minimum of forty-eight (48) hours.

Philips meets this requirement.

3.1.1.7.16 Tabular trends (vital signs) must show dates for a minimum of sixteen (16) measurement memories in a tabular form.

Philips meets this requirement.

3.1.1.7.17 The monitor must have capability to be portable for in-hospital transport.

Philips meets this requirement.

3.1.1.7.18 Monitor must not exceed a maximum weight of ten and a half (10 ½) kilograms (kg).

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Philips meets this requirement.

3.1.1.7.19 The monitor must operate a minimum of four (4) hours on battery power.

Philips meets this requirement.

3.1.1.7.20 The monitor must allow the transition from bedside monitoring to transport with no need to disconnect patient cables or adjust any settings.

Philips meets this requirement.

3.1.1.7.21 Admit, discharge and transfer information must be shared between the networked monitor and information center.

Philips meets this requirement.

3.1.1.7.22 Printers must have ability to print the following patient reports:

3.1.1.7.22.1 Event review and episodes reports

Philips meets this requirement.

3.1.1.7.22.2 Oxycardio Respirogram (OxyCRG) reports

Philips meets this requirement.

3.1.1.7.22.3 Twelve (12)-lead ECG reports

Philips meets this requirement.

3.1.1.7.22.4 Alarm limits reports

Philips meets this requirement.

3.1.1.7.22.5 Vital sign reports

Philips meets this requirement.

3.1.1.7.22.6 Graphic trends

Philips meets this requirement.

3.1.1.7.22.7 Cardiac output reports

Philips meets this requirement.

3.1.1.7.22.8 Wedge procedure reports

Philips meets this requirement.

3.1.1.7.22.9 Calculation reports

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Philips meets this requirement.

3.1.1.7.22.10 Drug calculation reports

Philips meets this requirement.

3.1.1.7.22.11 Real-time wave reports

Philips meets this requirement.

3.1.1.7.23 Report templates must have ability to be tailored to hospital's specific requirements.

Philips meets this requirement.

3.1.1.7.24 Monitor must have ability to print on locally or centrally-connected printers.

Philips meets this requirement.

3.1.1.7.25 Alarm limits must be permanently visible on main screen.

Philips meets this requirement.

3.1.1.7.26 Alarm limits must provide graphic depiction of alarm limits in relation to the currently monitored measurement values and alarm limits must be adjustable.

Philips meets this requirement.

3.1.1.7.27 When alarm limits are exceeded, must have multiple ways of alerting staff.

Philips meets this requirement.

3.1.1.7.28 Alarms must have ability to be paused for a period of one (1), two (2), three (3), five (5), ten (10) minutes, or indefinitely.

Philips meets this requirement.

3.1.1.7.29 Monitors must have ability to be part of a wired or wireless hospital network system.

Philips meets this requirement.

3.1.1.8 Clinical Calculation Set.

3.1.1.8.1 Must have clinical calculation sets that include hemodynamic, oxygenation and ventilation.

Philips meets this requirement.

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3.1.1.9 Information Centers (2)

3.1.1.9.1 Must have a minimum nineteen inch (19") to a maximum twenty-four inch (24") non-touch display.

Philips meets this requirement.

3.1.1.9.2 Must have information center universal serial bus (USB) recorder.

Philips meets this requirement.

3.1.1.9.3 Must have an information center printer.

Philips meets this requirement.

3.1.1.9.4 Main screen displays must have waveforms and parameters for a minimum of eight (8) patients.

Philips meets this requirement.

3.1.1.9.5 Main screen must have back lighting to aid alarm recognition.

Philips meets this requirement.

3.1.1.9.6 Must have volume indicator on main screen.

Philips meets this requirement.

3.1.1.9.7 Must have a minimum two (2) channel recorder to a maximum four (4) channel recorder.

Philips meets this requirement.

3.1.1.9.8 Must have a clinical review application to provide a detailed retrospective analysis of patient's condition.

Philips meets this requirement.

3.1.1.9.9 Must include all necessary PC hardware and connections.

Philips meets this requirement.

3.1.1.9.10 Must have upgradeability.

Philips meets this requirement.

3.1.2 Medical Surgical Wearable Patient Monitors must meet or exceed the mandatory requirements listed below.

3.1.2.1 Monitors:

3.1.2.1.1 Must have continuous electrocardiogram (ECG) monitoring with pulse oximetry option.

Philips meets this requirement.

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- 3.1.2.1.2** Must have color touch screen display.
Philips meets this requirement.
- 3.1.2.1.3** Must have automatic sleep mode to conserve battery while maintaining privacy.
Philips meets this requirement.
- 3.1.2.1.4** Must have ability to view patient status with a single touch.
Philips meets this requirement.
- 3.1.2.1.5** Must have a minimum (2) channel of real time waveform.
Philips meets this requirement.
- 3.1.2.1.6** Must have a minimum four (4) screen formats.
Philips meets this requirement.
- 3.1.2.1.7** Must have flexible monitoring parameters.
Philips meets this requirement.
- 3.1.2.1.8** Must have wide variety of measurements including ECG, SP0₂ and blood pressure.
Philips meets this requirement.
- 3.1.2.1.9** Must have ability to use disposable or rechargeable batteries.
Philips meets this requirement.
- 3.1.2.1.10** Must have battery status display on device and information center.
Philips meets this requirement.
- 3.1.2.2 Alarms:**

 - 3.1.2.2.1** Must display alarms for ECG, SPO₂ and non-invasive blood pressure.
Philips meets this requirement.
 - 3.1.2.2.2** Must have one touch review of current alarm settings, alarm histories, vital trends or activate monitor from sleep mode.
Philips meets this requirement.
- 3.1.2.3 Hospital Acquired Infections:**

 - 3.1.2.3.1** Must have connectors that reduce collection of soils and liquids.
Philips meets this requirement.

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3.1.2.3.2 The device must be smooth to allow wiping and support cleaning by a variety of standard low to high-level disinfectants.

Philips meets this requirement.

3.1.2.3.3 Device must withstand periodic sterilization.

Philips meets this requirement.

3.1.2.3.4 Must have reusable lead sets.

Philips meets this requirement.

3.1.3 Information Center Description must meet or exceed the mandatory requirements listed below.

3.1.3.1 Must have main screen for displaying real-time waves and parameters for a minimum of ten (10) patients.

Philips meets this requirement.

3.1.3.2 Must have separate patient window for viewing detailed real-time or stored data for individual patient.

Philips meets this requirement.

3.1.3.3 Must have central review station for reviewing a minimum of seventy-two (72) hours of stored patient monitoring data and a minimum of one hundred (100), thirty (30) second alarm records and saved strips, with a minimum of four (4) waves per event.

Philips meets this requirement.

3.1.3.4 Must support the telemetry system.

Philips meets this requirement.

3.1.3.5 Must support telemetry patient monitor.

Philips meets this requirement.

3.1.3.6 Must support cable-less measurements.

Philips meets this requirement.

3.1.3.7 Must support wearable patient monitor.

Philips meets this requirement.

3.1.3.8 Must have web server that permits viewing of stored and viewable patient data from browser equipped personal computers (PCs) by way of hospital's information center.

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Philips meets this requirement.

- 3.1.3.9** Must have name and patient identification information from hospital information center when clinical data server is present.

Philips meets this requirement.

- 3.1.3.10** Must have real-time and stored patient monitoring data which includes full disclosure wave forms and parameters, alarms, multi-lead arrhythmia, ST segments events and trends.

Philips meets this requirement.

- 3.1.3.11** Must have configurable central reports for one (1) or more patients that can be generated on demand or on a scheduled internal basis.

Philips meets this requirement.

- 3.1.3.12** Must support printing of a predefined set of reports.

Philips meets this requirement.

- 3.1.3.13** Must have tabular and graphical trend review.

Philips meets this requirement.

- 3.1.3.14** Must support device locator option which remotely identifies the location of the telemetry devices.

Philips meets this requirement.

- 3.1.3.15** Must support communication with wired and wireless patient monitor.

Philips meets this requirement.

3.1.3.16 Patient Monitoring Data:

- 3.1.3.16.1** Must have patient data (waves, parameters, and alarms) obtained from patient monitors – (hard wired, wireless, telemetry) connected to the clinical network.

Philips meets this requirement.

3.1.3.17 Patient Data Display:

- 3.1.3.17.1** Must have patient monitoring data viewed on main screen and in more detail on a separate patient window.

Philips meets this requirement.

- 3.1.3.17.2** The main screen must display real-time waveforms, numeric and alarms for a minimum of ten (10) patients.

Philips meets this requirement.

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3.1.3.17.3 Must have display a minimum of thirty-two (32) waveforms in either single or dual column formats.

Philips meets this requirement.

3.1.3.17.4 Must have patient window directly accessible from main screen with greater data detail.

Philips meets this requirement.

3.1.3.18 Alarm Response:

3.1.3.18.1 Must have color coding – capability to visually identify a patient in alarm and its severity on the main screen.

Philips meets this requirement.

3.1.3.18.2 Must have multi-level, audible alarm tones that indicate alarms and their severity.

Philips meets this requirement.

3.1.3.18.3 Must have ability to review most recent alarm and print strip immediately.

Philips meets this requirement.

3.1.3.18.4 Must have ability to modify alarms with password protection.

Philips meets this requirement.

3.1.3.18.5 Must have ability to turn off alarm.

Philips meets this requirement.

3.1.3.19 Cableless Measurements:

3.1.3.19.1 Measurement must be displayed on information center monitoring telemetry, recording and alarming arterial oxygen saturation, pulse rate, blood pressure (adult and pediatric).

Philips meets this requirement.

3.1.3.20 Recording and Printing:

3.1.3.20.1 Must have a two (2) Channel USB recorder that can record a minimum of one (1) and/or a maximum of two (2) real-time or delayed waveforms.

Philips meets this requirement.

3.1.3.20.2 Must have a minimum of fifty millimeter (50 mm) wall thermal array recorder that provides high resolution, high quality waveforms.

Philips meets this requirement.

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3.1.3.20.3 Must print grid and waveforms simultaneously to assure accurate registration.

Philips meets this requirement.

3.1.3.20.4 Recorder must have capability to record a minimum of two waveforms and a minimum of three lines of annotations.

Philips meets this requirement.

3.1.3.21 User Configuration:

3.1.3.21.1 Monitoring controls, display formats, alarm response and patient data must have ability to be configured to user performances with configuration tools.

Philips meets this requirement.

3.1.3.21.2 Must have unit-wide configurations that are in password protected applications that can be modified for individual patients.

Philips meets this requirement.

3.1.3.22 On-Line Help:

3.1.3.22.1 Must have on-line help available for both clinical application and service functions.

Philips meets this requirement.

3.1.3.23 Arrhythmia Monitoring:

3.1.3.23.1 Must have multi-lead arrhythmia monitoring on user selected primary and secondary leads.

Philips meets this requirement.

3.1.3.23.2 Must have arrhythmia detector of the following alarms:

3.1.3.23.2.1 Asystole

Philips meets this requirement.

3.1.3.23.2.2 Ventricular fibrillation

Philips meets this requirement.

3.1.3.23.2.3 Ventricular tachycardia

Philips meets this requirement.

3.1.3.23.2.4 Ventricular bradycardia

Philips meets this requirement.

3.1.3.23.2.5 Extreme bradycardia

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Philips meets this requirement.

3.1.3.23.2.6 Extreme tachycardia

Philips meets this requirement.

3.1.3.23.2.7 Pacer not captive

Philips meets this requirement.

3.1.3.23.2.8 Pacer not pacing

Philips meets this requirement.

3.1.3.23.2.9 Premature ventricular contraction (PVC)-min

Philips meets this requirement.

3.1.3.23.2.10 Low heart rate

Philips meets this requirement.

3.1.3.23.2.11 High heart rate

Philips meets this requirement.

3.1.3.23.2.12 Irregular heart rate

Philips meets this requirement.

3.1.3.23.2.13 Non-sustained V-Tach

Philips meets this requirement.

3.1.3.23.2.14 Supraventricular Tach

Philips meets this requirement.

3.1.3.23.2.15 Ventricular rhythm

Philips meets this requirement.

3.1.3.23.2.16 Run PVCs

Philips meets this requirement.

3.1.3.23.2.17 Pair PVCs

Philips meets this requirement.

3.1.3.23.2.18 Multiform PVCs

Philips meets this requirement.

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3.1.3.23.2.19 R on T PVC

Philips meets this requirement.

3.1.3.23.2.20 Pause

Philips meets this requirement.

3.1.3.23.2.21 Missed beat

Philips meets this requirement.

3.1.3.23.2.22 Ventricular bigeminy

Philips meets this requirement.

3.1.3.23.2.23 Ventricular trigeminy

Philips meets this requirement.

3.1.3.23.2.24 Arterial fibrillation

Philips meets this requirement.

3.1.3.24 Patient Data Review:

3.1.3.24.1 Must have a minimum of ninety-six (96) hours of full disclosure waves, alarms, events, ST segments and trends that can be reviewed by selecting patient of interest and launching desired review application.

Philips meets this requirement.

3.1.3.24.2 Must have strip function that provides detailed waveforms from wave event and alarm review applications and can be sent for patient's length of stay.

Philips meets this requirement.

3.1.3.25 Wave Review:

3.1.3.25.1 Must have continuous full disclosure a minimum of four (4) configurable waves per patient.

Philips meets this requirement.

3.1.3.25.2 Must have one (1) – sixty (60) minute wave duration per screen.

Philips meets this requirement.

3.1.3.25.3 Must have timeline, tabulation, trend and event navigators for fast searches and greater context.

Philips meets this requirement.

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3.1.3.25.4 Must have strip reports.

Philips meets this requirement.

3.1.3.26 Alarm Review:

3.1.3.26.1 Must have a minimum of (30) seconds (30s) compressed waveforms of alarm or saved strip events.

Philips meets this requirement.

3.1.3.26.2 Must have a minimum of four (4) waveforms per event.

Philips meets this requirement.

3.1.3.26.3 Must have simultaneous display of alarm events.

Philips meets this requirement.

3.1.3.26.4 Must have search by alarm severity.

Philips meets this requirement.

3.1.3.26.5 Must have interval measurement.

Philips meets this requirement.

3.1.3.27 Event Review:

3.1.3.27.1 Must have ten (10) configurable groups with a minimum of five (5) alarm criteria per group.

Philips meets this requirement.

3.1.3.27.2 Must have strip delayed for verification of event criteria.

Philips meets this requirement.

3.1.3.27.3 Must have total occurrences of events calculated and displayed in one (1), four (4), eight (8), twelve (12), and twenty-four (24) hour time scales.

Philips meets this requirement.

3.1.3.28 Trend Review:

3.1.3.28.1 Must have tabular display of physiological parameters.

Philips meets this requirement.

3.1.3.28.2 Must have graphical presentation at a minimum of one (1) minute resolution using bivariate trend plots.

Philips meets this requirement.

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3.1.3.28.3 Must have ten (10) configurable groups with a minimum of five (5) bivariate trend plots.

Philips meets this requirement.

3.1.3.28.4 Must have exact parameters displayed for cursor time location.

Philips meets this requirement.

3.1.3.28.5 Must have simultaneous display of trend plots.

Philips meets this requirement.

3.1.3.28.6 Must have trends displayed in one (1), four (4), eight (8), twelve (12), and twenty-four (24) hour time scales.

Philips meets this requirement.

3.1.3.29 Twelve (12) Lead Review:

3.1.3.29.1 Must have retrospective review of twelve (12) derived leads.

Philips meets this requirement.

3.1.3.29.2 Must have 2.5 to 10 second snippets.

Philips meets this requirement.

3.1.3.29.3 Must have 3 x 4, 6 x 2 and 12 x 1 (row by column) display and reports.

Philips meets this requirement.

3.1.3.30 Information Center:

3.1.3.30.1 Must include PC with the following standard components:

3.1.3.30.1.1 Must have DVD/DC ROM and disk drive.

Philips meets this requirement.

3.1.3.30.1.2 Must have audio cord and speaker.

Philips meets this requirement.

3.1.3.30.1.3 Must have keyboard.

Philips meets this requirement.

3.1.3.30.1.4 Must have mouse.

Philips meets this requirement.

3.1.3.30.1.5 Must have operating system software which is compatible with Windows XP or later (to insure compatibility with Agency's current operating system).

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Philips meets this requirement.

3.1.3.30.1.6 Software must have capability for monitoring a minimum of ten (10) patients.

Philips meets this requirement.

3.1.3.30.1.7 Must have uninterruptible power supply (UPS).

Philips meets this requirement.

3.1.3.30.1.8 Must have external speakers.

Philips meets this requirement.

3.1.3.31 Waveform Display:

3.1.3.31.1 Screen resolution must a minimum of 1280 x 1024.

Philips meets this requirement.

3.1.3.31.2 Vertical refresh rate must be a minimum of 60 Hz.

Philips meets this requirement.

3.1.3.31.3 Must have video-cable connector.

Philips meets this requirement.

3.1.3.31.4 Must have a minimum color depth of twenty-four (24) -bit true color.

Philips meets this requirement.

3.1.3.32 Display Formats:

3.1.3.32.1 Must have single column: 4 x 1, 6 x 1, 8 x 1.

Philips meets this requirement.

3.1.3.32.2 Must have at least a 7.0 second wave trace at 24 mm/s.

Philips meets this requirement.

3.1.3.32.3 Must have a minimum 14.0 second wave trace at 12.5 mm/s.

Philips meets this requirement.

3.1.3.32.4 Must have ability of dual column 2 x 2, 3 x 2, 4 x 2, 5 x 2, 6 x 2, 8 x 2.

Philips meets this requirement.

3.1.3.32.5 Dual column must have a minimum 3.3 second wave trace at 25 mm/s.

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Philips meets this requirement.

3.1.3.32.6 Dual column must have a minimum 6.6 second wave trace at 12.5 mm/s.

Philips meets this requirement.

3.1.4 Equipment must have a minimum one (1) year warranty.

Philips meets this requirement.

Subject to the applicable limited product specific Warranty, and except as otherwise stated therein, Philips warrants to Customer that the Philips equipment (including its operating software) will perform in substantial compliance with its performance specifications for a period of twelve (12) months beginning upon availability for First Patient Use. For a period of ninety (90) calendar 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" shall mean sales of Licensed Software without a contemporaneous purchase of a server for the Licensed Software. In the event Philips is not the installer of the Stand-alone Licensed Software, the foregoing Warranty period shall commence upon shipment. If the start of the installation is delayed for any reason beyond the control of Philips for more than thirty (30) calendar 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.

Please refer to [Section 4](#) for a copy of Philips product-specific Warranty.

3.1.5 Must include manual/CDs for trouble shooting equipment problems.

Philips meets this requirement.

A CDROM with Instructions for Use, Configuration and Service Manual ships with each device at no additional cost. The CDROM format enables customers to install it on a central server, making it accessible to two or more viewers. Documentation updates are available electronically via the Web through the Philips InCenter website. Paper copies can be provided upon request.

3.1.6 Must include all installation labor and supplies.

Philips meets this requirement.

Please refer to the [Pricing Page](#) and [Section 3 – Quotation](#) for pricing information, and [Section 4 – Supplemental Documentation](#) for a copy of the Philips Value Added

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Services for Patient Monitoring brochure, which details installation services provided.

- 3.1.7** Must provide on-site staff education for all of the nursing staff (approximately 100) for instruction for equipment use and care.

Philips meets this requirement.

Educational Services are included in the purchase price of new monitors and includes a combination of classroom and hands-on education*. Educational materials and online learning courses (described below) are also included in the purchase price. The clinical education will occur in conjunction with the installation.

First, a Philips clinical specialist will contact you to set up a time to conduct an initial **Clinical Assessment** for workflow and use-model to help determine the appropriate course objectives for your clinicians. Philips works with you to gather information about the specific hospital unit, the staff, the clinical use model and the equipment being purchased. From this Clinical Assessment, Philips will help you identify which type of class or combination of classes will best prepare your staff for essential operation of the equipment. We will also develop a customized education plan that features the best mix of hands-on and classroom training for your clinicians.

Once your education plan is established, we will provide you with essential onsite education and/or go-live support led by a clinical specialist during the timeframe associated with the initial equipment installation. **Essential education may take the form of end-user, super-user, or train the trainer education. Classes are conducted in a customer classroom to allow the staff uninterrupted attention to the material and may consist of lecture, hands-on experience, and return demonstrations.**

Time allocated for the classes varies according to the type and amount of equipment purchased. Philips delivers education in 8 hour shifts, between 7am - 7pm. There is an additional cost for education outside of the 7am-7pm timeframe.

*There may be costs associated with certain education services and configuration that are beyond those included in the purchase price for the PIIC iX (Central Station), monitors, and MX40 Telemetry System. Please see the quotation submitted with our proposal response in **Section 3** to determine if these costs are included, and the Healthcare Education brochure included in **Section 4**.

4. CONTRACT AWARD:

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4.1 Contract Award: The Contract is intended to provide Agencies with a purchase price for the Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

4.2 Pricing Page: Vendor should complete the Pricing Page by providing a Unit Price for the Commodity or Service Lines on the Request for Quotation. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.

5. PERFORMANCE: Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.

6 PAYMENT: Payment: Agency shall pay Unit Price for the Commodity or Service Lines as listed on the Request for Quotation, as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

Philips clarifies: Philips standard payment terms apply. Invoices are due upon receipt. Please refer to the quotation attached in Section 3, and the Pricing Page.

7 DELIVERY AND RETURN:

7.1 Shipment and Delivery: Vendor shall ship the Contract Items immediately after being awarded this Contract and receiving a purchase order or notice to proceed. Vendor shall deliver the Contract Items within ninety (90) calendar days after receiving a purchase order or notice to proceed. Contract Items must be delivered to Agency at Welch Community Hospital, 454 McDowell Street, Welch, WV.

7.2 Late Delivery: The Agency placing the order under this Contract must be notified in writing if the shipment of the Contract Items will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the Contract, and/or obtaining the Contract Items from a third party.

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Any Agency seeking to obtain the Contract Items from a third party under this provision must first obtain approval of the Purchasing Division.

Philips takes exception and clarifies: Philips will make commercially reasonable efforts to meet the State's delivery requirements. If Philips is unable to meet the State's delivery requirements, alternate arrangements may be made. In the absence of such an Agreement, the State's sole remedy is to cancel the order.

7.3 Delivery Payment/Risk of Loss: Vendor shall deliver the Contract Items F.O.B. destination to the Agency's location.

7.4 Return of Unacceptable Items: If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

Philips takes exception and clarifies: Philips shall ship products according to Philips' standard shipping methods, F.O.B. destination. Philips will inspect the equipment at the site. If the equipment or any portion of the equipment arrives damaged, Philips reserves the right either to make the appropriate repairs on-site or to return the equipment to the factory location for repair or replacement in accordance with the products specific returns policy. For products with installation included in the purchase price, acceptance by the State occurs upon completion of installation by Philips or product availability for First Patient Use, whichever occurs first. Philips warrants that its products will substantially meet their published specifications and tolerances using Philips' testing methods. If the State delays installation by Philips by more than (30) thirty calendar days after delivery, the States acceptance of the Products will be deemed to occur on the (31st) thirty-first day after delivery.

7.5 Return Due to Agency Error: Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the

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lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

8 TRAVEL: Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.

9 FACILITIES ACCESS: Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:

9.1 Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.

9.2 Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.

9.3 Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.

9.4 Anyone performing under this Contract will be subject to Agency's security protocol and procedures.

9.5 Vendor shall inform all staff of Agency's security protocol and procedures.

10 VENDOR DEFAULT:

10.1 The following shall be considered a vendor default under this Contract.

10.1.1 Failure to perform Contract Services in accordance with the requirements contained herein.

10.1.2 Failure to comply with other specifications and requirements contained herein.

10.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

10.1.4 Failure to remedy deficient performance upon request.

10.2 The following remedies shall be available to Agency upon default.

10.2.1 Immediate cancellation of the Contract.

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10.2.2 Immediate cancellation of one or more release orders issued under this Contract.

10.2.3 Any other remedies available in law or equity.

11 MISCELLANEOUS:

11.1 Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Laura Hays, Commercial Contracts Manager

Telephone Number: (978) 659-2512

Fax Number: N/A

Email Address: laura.hays@philips.com

Pricing Page

PHILIPS

| Description/Equipment/One Time Purchase | UNSPSC | Quantity | Cost Per Unit | Total Cost |
|--|----------|----------|---------------|--------------|
| 3.1.1 Bedside monitors | 42181719 | 15 | \$27,651.52 | \$414,772.80 |
| 3.1.2 Medical surgical wearable patient monitors | 42181719 | 10 | \$9,715.70 | \$97,157.70 |
| 3.1.3 Information center | 42181719 | 2 | \$51,266.22 | \$102,532.44 |
| 3.1.4 Warranty | 42181719 | 1 | No charge | No charge |
| 3.1.5 Manual/CDs | 55101521 | 1 | No charge | No charge |
| 3.1.6 Installation | 81111809 | 1 | \$40,430.00 | \$40,430.00 |
| 3.1.7 In-service medical staff | 86000000 | 1 | \$24,360.00 | \$24,360.00 |

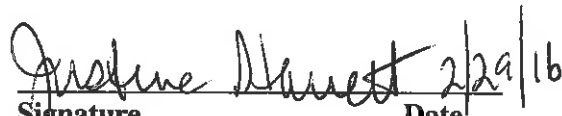
Evaluation and Award Criteria: Contract will be awarded to the Vendor meeting the required specifications for the lowest overall Total Cost.

Philips Healthcare, a division of Philips
 Electronics North America Corporation
Vendor Name (Printed)

Order Processing, MS0400
 Andover, MA 01810-1099
Purchase Order Address

Philips Healthcare, 22100 Bothell Everett Hwy -M/S 450, Bothell, WA 98021
Vendor Remit-To Address:

Justine Starrett
 Sr. Manager, Commercial Contracts
Vendor Authorized Representative (Printed)


 Signature Date 2/29/16

(978) 659-3000
Telephone

N/A
Fax

justine.starrett@philips.com
E-mail

HIPAA Business Associate Addendum

PHILIPS

5 - HIPAA Business Associate Addendum

Philips has provided redlines on the BAA for your consideration. Please see the following file.

WV STATE GOVERNMENT

HIPAA BUSINESS ASSOCIATE ADDENDUM

This Health Insurance Portability and Accountability Act of 1996 (hereafter, HIPAA) Business Associate Addendum ("Addendum") is made a part of the Agreement ("Agreement") by and between the State of West Virginia ("Agency"), and Business Associate ("Associate"), and is effective as of the date of execution of the Addendum.

The Associate performs certain services on behalf of or for the Agency pursuant to the underlying Agreement that requires the exchange of information including protected health information protected by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended by the American Recovery and Reinvestment Act of 2009 (Pub. L. No. 111-5) (the "HITECH Act"), any associated regulations and the federal regulations published at 45 CFR parts 160 and 164 (sometimes collectively referred to as "HIPAA"). The Agency is a "Covered Entity" as that term is defined in HIPAA, and the parties to the underlying Agreement are entering into this Addendum to establish the responsibilities of both parties regarding HIPAA-covered information and to bring the underlying Agreement into compliance with HIPAA.

Whereas it is desirable, in order to further the continued efficient operations of Agency to disclose to its Associate certain information which may contain confidential individually identifiable health information (hereafter, Protected Health Information or PHI); and

Whereas, it is the desire of both parties that the confidentiality of the PHI disclosed hereunder be maintained and treated in accordance with all applicable laws relating to confidentiality, including the Privacy and Security Rules, the HITECH Act and its associated regulations, and the parties do agree to at all times treat the PHI and interpret this Addendum consistent with that desire.

NOW THEREFORE: the parties agree that in consideration of the mutual promises herein, in the Agreement, and of the exchange of PHI hereunder that:

1. **Definitions.** Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
 - a. **Agency Procurement Officer** shall mean the appropriate Agency individual listed at: <http://www.state.wv.us/admin/purchase/vrc/agencyli.html>.
 - b. **Agent** shall mean those person(s) who are agent(s) of the Business Associate, in accordance with the Federal common law of agency, as referenced in 45 CFR § 160.402(c).
 - c. **Breach** shall mean the acquisition, access, use or disclosure of protected health information which compromises the security or privacy of such information, except as excluded in the definition of Breach in 45 CFR § 164.402.
 - d. **Business Associate** shall have the meaning given to such term in 45 CFR § 160.103.
 - e. **HITECH Act** shall mean the Health Information Technology for Economic and Clinical Health Act. Public Law No. 111-05. 111th Congress (2009).

- f. **Privacy Rule** means the Standards for Privacy of Individually Identifiable Health Information found at 45 CFR Parts 160 and 164.
- g. **Protected Health Information or PHI** shall have the meaning given to such term in 45 CFR § 160.103, limited to the information created or received by Associate from or on behalf of Agency.
- h. **Security Incident** means any known successful or unsuccessful attempt by an authorized or unauthorized individual to inappropriately use, disclose, modify, access, or destroy any information or interference with system operations in an information system.
- i. **Security Rule** means the Security Standards for the Protection of Electronic Protected Health Information found at 45 CFR Parts 160 and 164.
- j. **Subcontractor** means a person to whom a business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate.

2. Permitted Uses and Disclosures.

- a. **PHI Described.** This means PHI created, received, maintained or transmitted on behalf of the Agency by the Associate. This PHI is governed by this Addendum and is limited to the minimum necessary, to complete the tasks or to provide the services associated with the terms of the original Agreement, and is described in Appendix A.
- b. **Purposes.** Except as otherwise limited in this Addendum, Associate may use or disclose the PHI on behalf of, or to provide services to, Agency for the purposes necessary to complete the tasks, or provide the services, associated with, and required by the terms of the original Agreement, or as required by law, if such use or disclosure of the PHI would not violate the Privacy or Security Rules or applicable state law if done by Agency or Associate, or violate the minimum necessary and related Privacy and Security policies and procedures of the Agency. The Associate is directly liable under HIPAA for impermissible uses and disclosures of the PHI it handles on behalf of Agency.
- c. **Further Uses and Disclosures.** Except as otherwise limited in this Addendum, the Associate may disclose PHI to third parties for the purpose of its own proper management and administration, or as required by law, provided that (i) the disclosure is required by law, or (ii) the Associate has obtained from the third party reasonable assurances that the PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party by the Associate; and, (iii) an agreement to notify the Associate and Agency of any instances of which it (the third party) is aware in which the confidentiality of the information has been breached. To the extent practical, the information should be in a limited data set or the minimum necessary information pursuant to 45 CFR § 164.502, or take other measures as necessary to satisfy the Agency's obligations under 45 CFR § 164.502.

3. Obligations of Associate.

- a. **Stated Purposes Only.** The PHI may not be used by the Associate for any purpose other than as stated in this Addendum or as required or permitted by law.
- b. **Limited Disclosure.** The PHI is confidential and will not be disclosed by the Associate other than as stated in this Addendum or as required or permitted by law. Associate is prohibited from directly or indirectly receiving any remuneration in exchange for an individual's PHI unless Agency gives written approval and the individual provides a valid authorization. Associate will refrain from marketing activities that would violate HIPAA, including specifically Section 13406 of the HITECH Act. Associate will report to Agency any use or disclosure of the PHI, including any Security Incident not provided for by this Agreement of which it becomes aware.
- c. **Safeguards .** The Associate will use appropriate safeguards , and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of the PHI , except as provided for in this Addendum. This shall include, but not be limited to:
 - i. Limitation of the groups of its workforce and agents, to whom the PHI is disclosed to those reasonably required to accomplish the purposes stated in this Addendum , and the use and disclosure of the minimum PHI necessary or a Limited Data Set;
 - ii. Appropriate notification and training of its workforce and agents in order to protect the PHI from unauthorized use and disclosure;
 - iii. Maintenance of a comprehensive, reasonable and appropriate written PHI privacy and security program that includes administrative, technical and physical safeguards appropriate to the size, nature, scope and complexity of the Associate's operations, in compliance with the Security Rule;
 - iv. In accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information.
- d. **Compliance With Law.** The Associate will not use or disclose the PHI in a manner in violation of existing law and specifically not in violation of laws relating to confidentiality of PHI, including but not limited to, the Privacy and Security Rules.
- e. **Mitigation.** Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Associate of a use or disclosure of the PHI by Associate in violation of the requirements of this Addendum, and report its mitigation activity back to the Agency.

f. **Support of Individual Rights.**

- i. **Access to PHI.** Associate shall make the PHI maintained by Associate or its agents or subcontractors in Designated Record Sets available to Agency for inspection and copying, and in electronic format, if requested, within ten (10) days of a request by Agency to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.524 and consistent with Section 13405 of the HITECH Act.
- ii. **Amendment of PHI.** Within ten (10) days of receipt of a request from Agency for an amendment of the PHI or a record about an individual contained in a Designated Record Set. Associate or its agents or subcontractors shall make such PHI available to Agency for amendment and incorporate any such amendment to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.526.
- iii. **Accounting Rights.** Within ten (10) days of notice of a request for an accounting of disclosures of the PHI, Associate and its agents or subcontractors shall make available to Agency the documentation required to provide an accounting of disclosures to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.528 and consistent with Section 13405 of the HITECH Act. Associate agrees to document disclosures of the PHI and information related to such disclosures as would be required for Agency to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528. This should include a process that allows for an accounting to be collected and maintained by Associate and its agents or subcontractors for at least six (6) years from the date of disclosure, or longer if required by state law. At a minimum, such documentation shall include:
 - the date of disclosure;
 - the name of the entity or person who received the PHI, and if known, the address of the entity or person;
 - a brief description of the PHI disclosed; and
 - a brief statement of purposes of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure.
- iv. **Request for Restriction.** Under the direction of the Agency, abide by any individual's request to restrict the disclosure of PHI, consistent with the requirements of Section 13405 of the HITECH Act and 45 CFR § 164.522, when the Agency determines to do so (except as required by law) and if the disclosure is to a health plan for payment or health care operations and it pertains to a health care item or service for which the health care provider was paid in full "out-of-pocket."
- v. **Immediate Discontinuance of Use or Disclosure.** The Associate will immediately discontinue use or disclosure of Agency PHI pertaining to any individual when so requested in writing by Agency. This includes, but is not limited to, cases in which an individual has withdrawn or modified an authorization to use or disclose PHI.

- g. **Retention of PHI.** Notwithstanding section 4 a. of this Addendum, Associate and its subcontractors or agents shall retain all PHI pursuant to state and federal law and shall continue to maintain the PHI required under Section 3.f. of this Addendum for a period of six (6) years after termination of the Agreement, or longer if required under state law.
- h. **Agent's, Subcontractor's Compliance.** The Associate shall notify the Agency of all subcontracts and agreements relating to the Agreement, where the subcontractor or agent receives PHI as described in section 2.a. of this Addendum. Such notification shall occur within 30 (thirty) calendar days of the execution of the subcontract and shall be delivered to the Agency Procurement Officer. The Associate will ensure that any of its subcontractors, to whom it provides any of the PHI it receives hereunder, or to whom it provides any PHI which the Associate creates or receives on behalf of the Agency, agree to the restrictions and conditions which apply to the Associate hereunder. The Agency may request copies of downstream subcontracts and agreements to determine whether all restrictions, terms and conditions have been flowed down. Failure to ensure that downstream contracts, subcontracts and agreements contain the required restrictions, terms and conditions may result in termination of the Agreement.
- j. **Federal and Agency Access.** The Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI, as well as the PHI, received from, or created or received by the Associate on behalf of the Agency available to the U.S. Secretary of Health and Human Services consistent with 45 CFR § 164.504. ~~The Associate shall also make these records available to Agency, or Agency's contractor, for periodic audit of Associate's compliance with the Privacy and Security Rules.~~ Upon Agency's written request, the Associate shall provide proof of compliance with HIPAA and HITECH data privacy/protection guidelines, certification of a secure network and other assurance relative to compliance with the Privacy and Security Rules. This section shall also apply to Associate's subcontractors, if any.
- k. **Security.** The Associate shall take all steps necessary to ensure the continuous security of all PHI and data systems containing PHI. In addition, compliance with 74 FR 19006 Guidance Specifying the Technologies and Methodologies That Render PHI Unusable, Unreadable, or Indecipherable to Unauthorized Individuals for Purposes of the Breach Notification Requirements under Section 13402 of Title XIII is required, to the extent practicable. If Associate chooses not to adopt such methodologies as defined in 74 FR 19006 to secure the PHI governed by this Addendum, it must submit such written rationale, including its Security Risk Analysis, to the Agency Procurement Officer for review prior to the execution of the Addendum. This review may take up to ten (10) days.
- l. **Notification of Breach.** During the term of this Addendum, the Associate shall notify the Agency and, unless otherwise directed by the Agency in writing, the WV Office of Technology ~~immediately~~ promptly by e-mail or web form upon the discovery of any Breach of unsecured PHI; or ~~within 24 hours~~ five (5) business days by e-mail or web form of any suspected Security Incident, intrusion or unauthorized use or disclosure of PHI in violation of this Agreement and this Addendum, or potential loss of confidential data affecting this Agreement. Notification shall be provided to the Agency Procurement Officer at www.state.wv.us/admin/purchase/vrc/agencyli.htm and,

unless otherwise directed by the Agency in writing, the Office of Technology at incident@wv.gov or <https://apps.wv.gov/oUir/Default.aspx>.

The Associate shall ~~immediately~~ promptly investigate such Security Incident, Breach, or unauthorized use or disclosure of PHI or confidential data. Within ~~72 hours~~ five (5) business days of the discovery, the Associate shall notify the Agency Procurement Officer, and, unless otherwise directed by the Agency in writing, the Office of Technology of: (a) Date of discovery; (b) What data elements were involved and the extent of the data involved in the Breach; (c) A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed PHI or confidential data; (d) A description of where the PHI or confidential data is believed to have been improperly transmitted, sent, or utilized; (e) A description of the probable causes of the improper use or disclosure; and (f) Whether any federal or state laws requiring individual notifications of Breaches are triggered.

Agency will coordinate with Associate to determine additional specific actions that will be required of the Associate for mitigation of the Breach, which may include notification to the individual or other authorities.

To the extent the Associate is responsible for a Security Incident, Breach or unauthorized use or disclosure of PHI or confidential data, All reasonable associated costs associated with notification of breaches shall be borne by the Associate. This may include, but not be limited to costs associated with notifying affected individuals.

If the Associate enters into a subcontract relating to the Agreement where the subcontractor or agent receives PHI as described in section 2.a. of this Addendum, all such subcontracts or downstream agreements shall contain the same incident notification requirements as contained herein, with reporting directly to the Agency Procurement Officer. Failure to include such requirement in any subcontract or agreement may result in the Agency's termination of the Agreement.

- m. **Assistance in Litigation or Administrative Proceedings.** The Associate shall make itself and any subcontractors, workforce or agents assisting Associate in the performance of its obligations under this Agreement, available to the Agency at ~~no cost to the Agency~~ to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against the Agency, its officers or employees based upon claimed violations of HIPAA, the HIPAA regulations or other laws relating to security and privacy, which involves inaction or actions by the Associate, except where Associate or its subcontractor, workforce or agent is a named as an adverse party.

4. Addendum Administration.

- a. **Term.** This Addendum shall terminate on termination of the underlying Agreement or on the date the Agency terminates for cause as authorized in paragraph (c) of this Section, whichever is sooner.
- b. **Duties at Termination.** Upon any termination of the underlying Agreement, the Associate shall return or destroy, at the Agency's option, all PHI received from, or created or received by the Associate on behalf of the Agency that the Associate

still maintains in any form and retain no copies of such PHI or, if such return or destruction is not feasible, the Associate shall extend the protections of this Addendum to the PHI and limit further uses and disclosures to the purposes that make the return or destruction of the PHI infeasible. This shall also apply to all agents and subcontractors of Associate. The duty of the Associate and its agents and subcontractors to assist the Agency with any HIPAA required accounting of disclosures survives the termination of the underlying Agreement.

- c. **Termination for Cause.** Upon Agency's knowledge of a material breach by Associate, Agency shall (i) provide an opportunity for Associate to cure the breach or end the violation within twenty (20) business days (ii) if Associate does not cure the breach or end the violation Agency may terminate the Agreement. If a cure is not reasonably possible, Agency may immediately terminate this Agreement.~~Associate authorizes termination of this Agreement by Agency, if Agency determines Associate has violated a material term of the Agreement. Agency may, at its sole discretion, allow Associate a reasonable period of time to cure the material breach before termination.~~
- d. **Judicial or Administrative Proceedings.** The Agency may terminate this Agreement if the Associate is found guilty of a criminal violation of HIPAA. The Agency may terminate this Agreement if a finding or stipulation that the Associate has violated any standard or requirement of HIPAA/HITECH, or other security or privacy laws is made in any administrative or civil proceeding in which the Associate is a party or has been joined. Associate shall be subject to prosecution by the Department of Justice for violations of HIPAA/HITECH and shall be responsible for any and all costs associated with prosecution.
- e. **Survival.** The respective rights and obligations of Associate under this Addendum shall survive the termination of the underlying Agreement.

5. General Provisions/Ownership of PHI.

- a. **Retention of Ownership.** Ownership of the PHI resides with the Agency and is to be returned on demand or destroyed at the Agency's option, at any time, and subject to the restrictions found within section 4.b. above.
- b. **Secondary PHI.** Any data or PHI generated from the PHI disclosed hereunder which would permit identification of an individual must be held confidential and is also the property of Agency.
- c. **Electronic Transmission.** Except as permitted by law or this Addendum, the PHI or any data generated from the PHI which would permit identification of an individual must not be transmitted to another party by electronic or other means for additional uses or disclosures not authorized by this Addendum or to another contractor, or allied agency, or affiliate without prior written approval of Agency.
- d. **No Sales.** Reports or data containing the PHI may not be sold without Agency's or the affected individual's written consent.
- e. **No Third-Party Beneficiaries.** Nothing express or implied in this Addendum is intended to confer, nor shall anything herein confer, upon any person other than Agency, Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
- f. **Interpretation.** The provisions of this Addendum shall prevail over any

provisions in the Agreement that may conflict or appear inconsistent with any provisions in this Addendum. The interpretation of this Addendum shall be made under the laws of the state of West Virginia.

- g. **Amendment.** The parties agree that to the extent necessary to comply with applicable law they will agree to further amend this Addendum in writing.
- h. **Additional Terms and Conditions.** Additional discretionary terms may be included in the release order or change order process.

AGREED:

Name of Agency: Welch Community Hospital Name of Associate: _____

Signature: _____

Signature: _____

Title: C.E.O.

Title: _____

Date: _____

Date: _____

Form - WVBA-012004
Amended 08.26.2013

Address for Notice:

Philips Healthcare

22100 Bothell-Everett Hwy, MS 665

Bothell, WA 98021

Attn: HIPAA Coordinator

With a copy to:

Philips Healthcare

22100 Bothell-Everett Hwy, MS 522

Bothell, WA 98021

Attn: Legal Dept.

APPROVED AS TO FORM THIS 26th
DAY OF Jan 20 13

Patrick Morley
Attorney General

BY: _____

Appendix A

(To be completed by the Agency's Procurement Officer prior to the execution of the Addendum, and shall be made a part of the Addendum. PHI not identified prior to execution of the Addendum may only be added by amending Appendix A and the Addendum, via Change Order.)

Name of Associate: _____

Name of Agency: **WVDHHR/BHHFF/Welch Community Hospital**

Describe the PHI (do not include any actual PHI). If not applicable, please indicate the same.

Any and all personally identifiable information including but not limited to patient name, address, date of birth, Social Security Number, telephone number, and insurance information.

Any and all protected health information including but not limited to patient diagnosis, lab test, radiological exams, physical health exams, and/or treatment procedures.

**Attachment 1 - Provisions Required for Federally Funded
Procurements**

PHILIPS

6 - Attachment 1 - Provisions Required for Federally Funded Procurements

The following are Philips clarifications and exceptions for Attachment 1 - Provisions Required for Federally Funded Procurements.

5.2.a.3. Failure to honor any contractual term or condition or to honor standard commercial practices;

Philips takes exception and clarifies. Philips amends this clause to: *Failure to honor material contractual term or condition or to honor standard commercial practices;*

5.2.a.5. Funds are not appropriated or an appropriation is discontinued by the legislature for the acquisition.

Philips clarifies: If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by veto of the Governor, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall be terminated on the date of the beginning of the first fiscal year for which funds have not been appropriated. Customer shall pay for any goods or services provided by Philips during the contract period prior to the unfunded fiscal year.

5.2.b. The Director may cancel a purchase or contract for any reason or no reason, upon providing the vendor with 30 days' notice of the cancellation.

Philips takes exception: Philips does not sell products and/or services subject to a Customer right to be able to terminate an Agreement for convenience.

Philips amends this clause to: *The Director may cancel a purchase or contract for substantive reason, upon providing the vendor with 30 days' notice of the cancellation;*

5.2.d.2. The contract is an open-end contract, a one-time purchase contract, or a contract for work which has not yet commenced. Award to the next lowest responsible bidder (or next highest scoring bidder if best value procurement) will not be an option if the vendor's failure has in any way increased or significantly changed the scope of the original contract. The vendor failing to honor contractual and legal obligations is responsible for any increase in cost the state incurs as a result of the re-award.

Philips takes exception and clarifies: Philips will make commercially reasonable efforts to meet Customer's delivery requirements. If Philips is unable to meet Customer's delivery requirements, alternative arrangements may be agreed. In the absence of such Agreement, Customer's sole remedy is to cancel the order. If Customer requests a major delay in the date of delivery of the product, Philips may attempt to arrange re-delivery within a commercially reasonable time or may terminate the order.

5.6.a. A vendor who fails to perform as required under a contract shall be liable for actual damages and costs incurred by the state.

Philips takes exception and amends this clause to: *A vendor who fails to perform as required under a contract shall be liable for actual damages incurred by the state.*

5.6.c. The Spending Unit shall seek to collect damages by following the procedures established by the Office of the Attorney General for the collection of delinquent obligations.

Philips takes exception: 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 THE TERMS IN THE QUOTATION, BREACH OF WARRANTY, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHER TORT.

Vendor Preference Certificate

PHILIPS

7 - Vendor Preference Certificate

This file is not applicable to Philips Healthcare.

Purchasing Affidavit

PHILIPS

8 – Purchasing Affidavit

Please note: Philips has included a scanned copy of the signed and notarized Purchasing Affidavit for the 3/1/2016 RFQ submission. Unfortunately, Philips was not able to include the original of this file in the hard copy package at time of shipment to the State. However, the signed original will be sent via FedEx Priority Overnight for delivery to the State on 3/2/2016, and tracking information will be provided to the State's Buyer.

Philips Healthcare

March 1, 2016

Ms. April Battle
Bid Clerk
Department of Administration
Purchasing Division
State of West Virginia
2019 Washington St. E.
Charleston, WV 25305

Re: CRFQ 0506 WEH1600000014 - Telemetry

Dear Ms. Battle,

Enclosed, please find the signed and notarized original copy of the State of West Virginia's, Purchasing Division, Purchasing Affidavit, that forms part of Philips Healthcare's response to CRFQ 0506 WEH1600000014 – Telemetry.

As noted in Philips' CRFQ Submission Package, as delivered to your offices today (3/1/16), at the time of production and mailing the original copy was not available, and instead a scanned copy of this original was included. We respectfully ask that you replace that scanned copy with the enclosed original.

We would like to thank you again in advance for your careful consideration of our response, and we look forward to working with the State of West Virginia and Welch Community Hospital on this exciting project. If you have any questions or require additional information, please do not hesitate to call or send me an email.

Sincerely,

Kristy Minzler

Kristy Minzler, RN, MSN
Patient Care Account Manager
Philips Healthcare
(304) 590-3412
kristy.minzler@philips.com

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges ^{to the best of my} ~~under penalty of~~ ^{knowledge} ~~law for false swearing (W. Va. Code §61-5-3)~~ ^{and} that neither vendor nor any related party owe a debt as defined ^{and} ~~above~~ ^{and} that neither vendor nor any related party are in employer default as defined above, unless the debt or ^{and} ~~employer default is permitted under the exception above.~~ ^{belief.}

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: PHILIPS ELECTRONICS NORTH AMERICA CORPORATION (d/b/a Philips Healthcare)

Authorized Signature:  Date: March 1, 2016
Paul Cavanaugh, Vice President

State of Massachusetts

County of Essex, to-wit:

Taken, subscribed, and sworn to before me this day of March 1, 2016.

My Commission expires April 28, 2017.

AFFIX SEAL HERE NOTARY PUBLIC 
Judith M. Newell

West Virginia Request for Statement of Good Standing has been submitted and the certificate will be forwarded upon receipt.

Section 3

Quotation

PHILIPS



PHILIPS

Philips Healthcare
 3000 Minuteman Road, MS0400
 Andover, MA 01810-1099

Email PO to: Healthcare.Orders@philips.com

or
 Fax PO to: 1-800-947-3299

or
 Mail PO to:
 Philips Healthcare
 Order Processing, MS0400
 Andover, MA 01810-1099

800-934-7372

| | | |
|---|-------------------------------------|----------------------|
| QUOTE DATE 02/29/2016 | QUOTE NUMBER 2300587234 | PAGE 1 / 7 |
| LAST UPDATED 02/29/2016 | TIME 15:23:55 | |
| EXPIRATION DATE 04/29/2016 | INCOTERMS FOB DESTINATION | |
| PAYMENT TERMS Net 30 Days Subject to Credit Approval | | |
| FORMAL QUOTE | | |
| CUSTOMER: Attention: Welch Community Hospital 454 McDowell St WELCH WV 24801-2029 UNITED STATES Customer Number : 94068759 | | |

SALES REPRESENTATIVE

Kristy Minzler Ph: 304-590-3412

Fax:

QUOTE CONTACT

Mrs Laurie McClellan

Federal EIN: 13-3429115

| ITEM | PRODUCT | DESCRIPTION | QUANTITY | UNIT OF MEASURE | UNIT AMOUNT (USD) | TOTAL AMOUNT (USD) |
|-------------------------|------------------|----------------------------------|----------|-----------------|-------------------|--------------------|
| SPECIAL COMMENTS | | | | | | |
| ICU | | | | | | |
| 10 | 866389 866389 | IntelliVue Information Center iX | 1 | PCE | | |
| | | 30N PIIC iX Enterprise B /pt | 15 | | 3,619.00 | 54,285.00 |
| | | 30P PIIC iX Enterprise Base B | 1 | | 3,850.00 | 3,850.00 |
| | | D07 7 Days Storage B/pt | 15 | | 154.00 | 2,310.00 |
| | | DFU Add'l Hardcopy IFU | 1 | | .00 | .00 |
| | | ENT SQL Server Enterprise B | 1 | | 5,390.00 | 5,390.00 |
| | | FDB 12L Full Disclosure B/pt | 15 | | 247.00 | 3,705.00 |
| | | MDK Additional Media Kits | 1 | | .00 | .00 |
| | | NEW New Install | 1 | | .00 | .00 |
| | | PSC Philips Supplied Network | 1 | | .00 | .00 |
| | | RVB PIIC iX Software Release B | 1 | | .00 | .00 |
| | | WEB Web B/pt | 15 | | 330.00 | 4,950.00 |
| | | Special Discount | | | -32.00 % | -23,836.80 |
| | | Net price | | | | 50,653.20 |
| 20 | 866424 866424 | PIIC iX Hardware | 1 | PCE | | |
| | | H30 Server Hardware | 1 | | 11,585.00 | 11,585.00 |
| | | H3U Server UPS Hardware | 1 | | 1,630.00 | 1,630.00 |

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.



PHILIPS

Philips Healthcare
 3000 Minuteman Road, MS0400
 Andover, MA 01810-1099

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|--------------------------------------|-------------------------|-------------------------------------|----------------------|
| QUOTE DATE 02/29/2016 | | QUOTE NUMBER 2300587234 | PAGE 2 / 7 |
| LAST UPDATED 02/29/2016 | TIME 15:23:55 | | |
| EXPIRATION DATE 04/29/2016 | | INCOTERMS FOB DESTINATION | |
| FORMAL QUOTE | | | |

| ITEM | PRODUCT | DESCRIPTION | QUANTITY | UNIT OF MEASURE | UNIT AMOUNT (USD) | TOTAL AMOUNT (USD) |
|------|------------------|--|----------|-----------------|-------------------|--------------------|
| | | Special Discount | | | -32.00 % | -4,228.80 |
| | | Net price | | | | 8,986.20 |
| 30 | 866424 866424 | PIIC iX Hardware | 1 | PCE | | |
| | | H10 PC Hardware | 1 | | 2,678.00 | 2,678.00 |
| | | H1U UPS Hardware | 1 | | 518.00 | 518.00 |
| | | Special Discount | | | -32.00 % | -1,022.72 |
| | | Net price | | | | 2,173.28 |
| 40 | 866126 866126 | 24" Widescreen LCD Display - touch | 1 | PCE | 3,490.00 | 3,490.00 |
| | | Special Discount | | | -32.00 % | -1,116.80 |
| | | Net price | | | | 2,373.20 |
| 50 | 862120 862120 | M3176C Information Center USB Recorder | 1 | PCE | | |
| | | A01 One Recorder | 1 | | 3,525.00 | 3,525.00 |
| | | Special Discount | | | -32.00 % | -1,128.00 |
| | | Net price | | | | 2,397.00 |
| 60 | 866424 866424 | PIIC iX Hardware | 1 | PCE | | |
| | | PRT Color Printer | 1 | | 1,733.00 | 1,733.00 |
| | | Special Discount | | | -32.00 % | -554.56 |
| | | Net price | | | | 1,178.44 |
| 70 | 866064 866064 | IntelliVue MX500 Patient Monitor | 15 | PCE | 9,458.00 | 141,870.00 |
| | | A06 6-waves capability | 15 | | 2,150.00 | 32,250.00 |
| | | E24 One Lithium Ion Battery | 15 | | 270.00 | 4,050.00 |
| | | H12 Intensive Care Software | 15 | | 3,600.00 | 54,000.00 |
| | | J40 Advanced System Interface | 15 | | 500.00 | 7,500.00 |
| | | J45 Smart Hopping IF 1.4 GHz | 15 | | 2,870.00 | 43,050.00 |
| | | Special Discount | | | -32.00 % | -90,470.40 |
| | | Net price | | | | 192,249.60 |
| 80 | M3001A 862442 | IntelliVue Multi Measurement Server | 15 | PCE | | |

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PHILIPS

Philips Healthcare
 3000 Minuteman Road, MS0400
 Andover, MA 01810-1099

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|------------------------|-------------|---------------------|-------------|
| QUOTE DATE | | QUOTE NUMBER | PAGE |
| 02/29/2016 | | 2300587234 | 3 / 7 |
| LAST UPDATED | TIME | | |
| 02/29/2016 | 15:23:55 | | |
| EXPIRATION DATE | | INCOTERMS | |
| 04/29/2016 | | FOB DESTINATION | |
| FORMAL QUOTE | | | |

| ITEM | PRODUCT | DESCRIPTION | QUANTITY | UNIT OF MEASURE | UNIT AMOUNT (USD) | TOTAL AMOUNT (USD) |
|------|------------------------|-------------------------------------|----------|-----------------|-------------------|--------------------|
| | | A01 PHILIPS FAST SpO2 | 15 | | 6,317.00 | 94,755.00 |
| | | C06 Combined IBP/Temp | 15 | | 702.00 | 10,530.00 |
| | | SC1 SRL Connect Cable - 0.75 m | 15 | | .00 | .00 |
| | | Special Discount | | | -32.00 % | -33,691.20 |
| | | Net price | | | | 71,593.80 |
| 90 | M3015A 862393 | Microstream CO2 Extension | 15 | PCE | 5,822.00 | 87,330.00 |
| | | C06 Invasive press/temp measur | 15 | | 691.00 | 10,365.00 |
| | | Special Discount | | | -32.00 % | -31,262.40 |
| | | Net price | | | | 66,432.60 |
| 100 | M1116C 866336 | Thermal Array Recorder Module | 15 | PCE | 2,517.00 | 37,755.00 |
| | | Special Discount | | | -32.00 % | -12,081.80 |
| | | Net price | | | | 25,673.40 |
| 110 | M1012A 862279 | Cardiac Output Parameter Module | 15 | PCE | 4,355.00 | 65,325.00 |
| | | K03 CO Injectate Kit | 15 | | 791.00 | 11,865.00 |
| | | Special Discount | | | -32.00 % | -24,700.80 |
| | | Net price | | | | 52,489.20 |
| 120 | M1668A 989803145061 | CBL 5 Lead ECG Trunk, AAMI/IEC 2.7m | 15 | PCE | 141.00 | 2,115.00 |
| | | Net price | | | | 2,115.00 |
| 130 | M1968A 989803125841 | CBL 5 Leadset, Grabber, AAMI, ICU | 15 | PCE | 113.00 | 1,695.00 |
| | | Net price | | | | 1,695.00 |
| 140 | M1599B 989803104341 | Adult NIBP Air Hose 3.0m | 15 | PCE | 69.00 | 1,035.00 |
| | | Net price | | | | 1,035.00 |
| 150 | M1196A 989803128631 | Reusable Clip Adult SpO2 Sensor | 15 | PCE | 113.00 | 1,695.00 |

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|--------------------------------------|-------------------------|-------------------------------------|----------------------|
| QUOTE DATE 02/29/2016 | | QUOTE NUMBER 2300587234 | PAGE 4 / 7 |
| LAST UPDATED 02/29/2016 | TIME 15:23:55 | | |
| EXPIRATION DATE 04/29/2016 | | INCOTERMS FOB DESTINATION | |
| FORMAL QUOTE | | | |

| ITEM | PRODUCT | DESCRIPTION | QUANTITY | UNIT OF MEASURE | UNIT AMOUNT (USD) | TOTAL AMOUNT (USD) |
|------|--------------------|--|----------|-----------------|-------------------|--------------------|
| | | Net price | | | | 1,695.00 |
| 160 | 864290 864290 | Easy Care Assortment Kit - 6 sizes | 15 | PCE | 185.00 | 2,775.00 |
| | | Net price | | | | 2,775.00 |
| 170 | 866426 866426 | Cisco 2960 24 Port PoE Switch | 1 | PCE | 5,200.00 | 5,200.00 |
| | | Special Discount | | | -32.00 % | -1,664.00 |
| | | Net price | | | | 3,536.00 |
| 180 | H1028B 890500 | Installation Site Services | 1 | PCE | 19,235.00 | 19,235.00 |
| | | A04 Facilities Implem Solutions | | | | |
| | | Net price | | | | 19,235.00 |
| 190 | MXU0295 MXU0295 | Display Flt Pnl non-touch PIIC iX 23" HP | 1 | PCE | 506.00 | 506.00 |
| | | Net price | | | | 506.00 |
| 200 | MXU0446 MXU0446 | Hook Cable Mgmt FMS Pat. Cable Utility | 15 | PCE | 69.00 | 1,035.00 |
| | | Net price | | | | 1,035.00 |
| 210 | MXU0451 MXU0451 | M-Series Wall Channl 8" Pivot Arm MP2/X2 | 15 | PCE | 220.00 | 3,300.00 |
| | | Net price | | | | 3,300.00 |
| 220 | 890539 890539 | Clinical Config. & Impl. Services (CMS) | 1 | PCE | | |
| | | A03 3 Consecutive Standard Shifts | 1 | | 5,250.00 | 5,250.00 |
| | | Net price | | | | 5,250.00 |
| 230 | 890539 890539 | Clinical Config. & Impl. Services (CMS) | 1 | PCE | | |
| | | A08 3 Consecutive Overtime Shifts | 1 | | 6,930.00 | 6,930.00 |
| | | Net price | | | | 6,930.00 |

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Philips Healthcare
3000 Minuteman Road, MS0400
Andover, MA 01810-1099

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| QUOTE DATE 02/29/2016 | | QUOTE NUMBER 2300587234 | PAGE 5 / 7 |
| LAST UPDATED 02/29/2016 | TIME 15:23:55 | | |
| EXPIRATION DATE 04/29/2016 | | INCOTERMS FOB DESTINATION | |
| FORMAL QUOTE | | | |

| ITEM | PRODUCT | DESCRIPTION | QUANTITY | UNIT OF MEASURE | UNIT AMOUNT (USD) | TOTAL AMOUNT (USD) |
|------|---------|-------------|----------|-----------------|-------------------|--------------------|
|------|---------|-------------|----------|-----------------|-------------------|--------------------|

| | |
|--------------------------------------|-------------------|
| Total Quotation List Price | 751,065.00 |
| Less All Applicable Discounts | -225,758.08 |
| Total Quotation Net Price | 525,306.92 |

Philips Healthcare is pleased to inform you that financing of its products and services is available to qualified applicants. To obtain more information contact Philips Medical Capital @ 866-513-4PMC.

*
If no contract is identified in the previous sentence or the products and/or services are not covered by this contract, this quotation is issued pursuant to, and any PO for the items herein will be accepted subject to the Philips Terms and Conditions of Sale posted at http://www.healthcare.philips.com/main/terms_conditions/ and the terms herein.

*
The discount quoted herein is a Special Negotiated Discount of 32%.

*
MD Buyline – Please be aware that MD Buyline utilizes Philips current list prices as the basis of calculation for discount comparisons. If you are a customer utilizing a GPO contract with fixed pricing, it is likely that the list price on this quotation is based on an older published price list, and may be considerably less than the current list pricing that MD Buyline uses in its analysis. As such, the MD Buyline discount recommendation may be higher than the Philips offering for your particular purchase. If you have a question, please ask your Sales Representative for clarification. Should you have concerns or want additional information relative to how discount comparisons are calculated at MD Buyline, please call your analyst at MD Buyline.

*
All work is scheduled within normal working hours; Monday through Friday, 8 a.m. to 5 p.m. excluding Philips holidays.

All pricing is based on travel zones 1-3. For travel zones beyond 1-3, consult your Philips sales rep for alternate pricing.

It is the customers responsibility to provide Philips with the access necessary to complete the quoted work in a continuous start to finish manner.

Excessive delays and multiple visits will result in additional charges.

All prices are based upon 'adequate access' to work areas that are free from obstruction.

If it is determined, during the implementation that asbestos removal is required; Philips will suspend performance until the Customer remediates the asbestos.



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|------|---------|-------------|----------|-----------------|-------------------|--------------------|
|------|---------|-------------|----------|-----------------|-------------------|--------------------|

Philips will work with the customers staff to reduce the downtime during the system transition.

*

Products are for USA end-use only. Taxes, if applicable, are not included unless noted but will be added to the invoice. The Purchase Order must reference the Quote Number and your Purchase Agreement.

Please indicate your requested delivery date and your preference, if any, to accept and pay for partial shipments. If this quote includes Value-Added Services, they may be invoiced separately. Additional sold training must be completed within twelve months of delivery/installation. System cabling, if included, is specified at the standard grade unless noted otherwise.

*

This quote specifically excludes Licensing & Permit Fees, Prevailing Wage Compensation and Union Labor.

*

IMPORTANT NOTICE: Health care providers are reminded that if the transactions herein include or involve a loan or a 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).



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Email PO to: Healthcare.Orders@philips.com

or
 Fax PO to: 1-800-947-3299

or
 Mail PO to:
 Philips Healthcare
 Order Processing, MS0400
 Andover, MA 01810-1099

800-934-7372

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| EXPIRATION DATE 04/29/2016 | INCOTERMS FOB DESTINATION | |
| PAYMENT TERMS Net 30 Days Subject to Credit Approval | | |
| FORMAL QUOTE | | |
| CUSTOMER: Attention: Welch Community Hospital 454 McDowell St WELCH WV 24801-2029 UNITED STATES Customer Number : 94068759 | | |

SALES REPRESENTATIVE

Kristy Minzler Ph: 304-590-3412

Fax:

QUOTE CONTACT

Mrs Laurie McClellan

Federal EIN: 13-3429115

| ITEM | PRODUCT | DESCRIPTION | QUANTITY | UNIT OF MEASURE | UNIT AMOUNT (USD) | TOTAL AMOUNT (USD) |
|-------------------------|------------------|---|----------|-----------------|-------------------|--------------------|
| SPECIAL COMMENTS | | | | | | |
| Tele | | | | | | |
| 10 | 866390 866390 | IntelliVue Information Center iX Expand | 1 | PCE | | |
| | | 30N Add Enterprise pts B | 10 | | 3,619.00 | 36,190.00 |
| | | D07 7 Days Storage B/pt | 10 | | 154.00 | 1,540.00 |
| | | MDK Additional Media Kits | 1 | | .00 | .00 |
| | | NEW New Install | 1 | | .00 | .00 |
| | | PSC Philips Supplied Network | 1 | | .00 | .00 |
| | | RVB PIIC iX Software Release B | 1 | | .00 | .00 |
| | | SPE SpecialtyReviewEditor B/pt | 10 | | 146.00 | 1,460.00 |
| | | Special Discount | | | -32.00 % | -12,540.80 |
| | | Net price | | | | 26,649.20 |
| 20 | 866424 866424 | PIIC iX Hardware | 1 | PCE | | |
| | | H10 PC Hardware | 1 | | 2,678.00 | 2,678.00 |
| | | H1U UPS Hardware | 1 | | 518.00 | 518.00 |
| | | Special Discount | | | -32.00 % | -1,022.72 |
| | | Net price | | | | 2,173.28 |

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| FORMAL QUOTE | | | REPRINT |

| ITEM | PRODUCT | DESCRIPTION | QUANTITY | UNIT OF MEASURE | UNIT AMOUNT (USD) | TOTAL AMOUNT (USD) |
|------|------------------------------|--|----------|-----------------|-------------------|--------------------|
| 30 | 866126 866126 | 24" Widescreen LCD Display - touch | 1 | PCE | 3,490.00 | 3,490.00 |
| | | Special Discount | | | -32.00 % | -1,116.80 |
| | | Net price | | | | 2,373.20 |
| 40 | 862120 862120 | M3176C Information Center USB Recorder | 1 | PCE | | |
| | | A01 One Recorder | 1 | | 3,525.00 | 3,525.00 |
| | | Special Discount | | | -32.00 % | -1,128.00 |
| | | Net price | | | | 2,397.00 |
| 50 | 866424 866424 | PIIC IX Hardware | 1 | PCE | | |
| | | PRT Color Printer | 1 | | 1,733.00 | 1,733.00 |
| | | Special Discount | | | -32.00 % | -554.56 |
| | | Net price | | | | 1,178.44 |
| 60 | 865350 865350 | MX40 1.4 GHz Smart Hopping | 10 | PCE | | |
| | | C01 Enhanced Arrhythmia | 10 | | 374.00 | 3,740.00 |
| | | J46 Short Range Radio | 10 | | 537.00 | 5,370.00 |
| | | S02 ECG + Fast SpO2 Enabled | 10 | | 5,759.00 | 57,590.00 |
| | | Special Discount | | | -32.00 % | -21,344.00 |
| | | Net price | | | | 45,356.00 |
| 70 | 989803171851 989803171851 | CBL ECG 5lead Grabber, AAMI + SpO2, Tele | 10 | PCE | 165.00 | 1,650.00 |
| | | Net price | | | | 1,650.00 |
| 80 | 989803174891 989803174891 | MX40 Battery Adapter, pkg 3 | 7 | BX | 210.00 | 1,470.00 |
| | | Net price | | | | 1,470.00 |
| 90 | 865220 865220 | IntelliVue CL Charging Station | 4 | PCE | 2,570.00 | 10,280.00 |
| | | Special Discount | | | -32.00 % | -3,289.60 |
| | | Net price | | | | 6,990.40 |

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| ITEM | PRODUCT | DESCRIPTION | QUANTITY | UNIT OF MEASURE | UNIT AMOUNT (USD) | TOTAL AMOUNT (USD) |
|------|------------------------------|-------------------------------------|----------|-----------------|-------------------|--------------------|
| 100 | 865216 865216 | IntelliVue CL NBP Pod | 10 | PCE | 1,788.00 | 17,880.00 |
| | | K00 No NBP cuff kit | 10 | | .00 | .00 |
| | | Special Discount | | | -32.00 % | -5,721.60 |
| | | Net price | | | | 12,158.40 |
| 110 | 989803163171 989803163171 | Mobile CL Reusable Small Adult Cuff | 10 | BX | 50.00 | 500.00 |
| | | Net price | | | | 500.00 |
| 120 | 989803163191 989803163191 | Mobile CL Reusable Adult Cuff | 10 | BX | 50.00 | 500.00 |
| | | Net price | | | | 500.00 |
| 130 | 989803163211 989803163211 | Mobile CL Reusable Large Adult Cuff | 10 | BX | 50.00 | 500.00 |
| | | Net price | | | | 500.00 |
| 140 | 989803163251 989803163251 | Mobile CL NBP Cradle Kit | 1 | BX | 199.00 | 199.00 |
| | | Net price | | | | 199.00 |
| 150 | 989803137831 989803137831 | Telemetry Pouch w/window | 1 | BX | 126.00 | 126.00 |
| | | Net price | | | | 126.00 |
| 160 | 866394 866394 | IntelliVue Smart-hopping 1.4 GHz AP | 9 | PCE | 1,929.00 | 17,361.00 |
| | | Special Discount | | | -32.00 % | -5,555.52 |
| | | Net price | | | | 11,805.48 |
| 170 | MXU0068 MXU0068 | Mounting Kits | 9 | PCE | | |
| | | A03 Tele System Mounting Kit | 9 | | 294.00 | 2,646.00 |
| | | Net price | | | | 2,646.00 |
| 180 | 865052 865052 | IntelliVue 1.4 GHz Remote Antenna | 4 | PCE | 1,200.00 | 4,800.00 |

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| ITEM | PRODUCT | DESCRIPTION | QUANTITY | UNIT OF MEASURE | UNIT AMOUNT (USD) | TOTAL AMOUNT (USD) |
|------|--------------------|---|----------|-----------------|-------------------|--------------------|
| | | Special Discount | | | -32.00 % | -1,536.00 |
| | | Net price | | | | 3,264.00 |
| 190 | MXU0068 MXU0068 | Mounting Kits | 4 | PCE | | |
| | | A03 Tele System Mounting Kit | 4 | | 294.00 | 1,176.00 |
| | | Net price | | | | 1,176.00 |
| 200 | MXU0069 MXU0069 | Connector Kits | 4 | PCE | | |
| | | A03 Tele System Connector Kit | 4 | | 294.00 | 1,176.00 |
| | | Net price | | | | 1,176.00 |
| 210 | 866212 866212 | IntelliVue Smart-hopping Sync | 1 | PCE | 2,550.00 | 2,550.00 |
| | | Special Discount | | | -32.00 % | -816.00 |
| | | Net price | | | | 1,734.00 |
| 220 | 865346 865346 | IntelliVue Smart-hopping APC | 2 | PCE | 4,082.00 | 8,164.00 |
| | | Special Discount | | | -32.00 % | -2,612.48 |
| | | Net price | | | | 5,551.52 |
| 230 | 866426 866426 | Cisco 2960 24 Port PoE Switch | 1 | PCE | 5,200.00 | 5,200.00 |
| | | Special Discount | | | -32.00 % | -1,664.00 |
| | | Net price | | | | 3,536.00 |
| 240 | H1028B 890500 | Installation Site Services | 1 | PCE | 14,761.00 | 14,761.00 |
| | | A04 Facilities Implem Solutions | | | | |
| | | Net price | | | | 14,761.00 |
| 250 | MXU0040 | WMTS Registration Services | 1 | PCE | 1,593.00 | 1,593.00 |
| | | Net price | | | | 1,593.00 |
| 260 | 890539 890539 | Clinical Config. & Impl. Services (CMS) | 1 | PCE | | |

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| ITEM | PRODUCT | DESCRIPTION | QUANTITY | UNIT OF MEASURE | UNIT AMOUNT (USD) | TOTAL AMOUNT (USD) |
|--------------------------------------|------------------|---|----------|-----------------|-------------------|--------------------|
| | | A03 3 Consecutive Standard Shifts | 1 | | 5,250.00 | 5,250.00 |
| | | Net price | | | | 5,250.00 |
| 270 | 890539 890539 | Clinical Config. & Impl. Services (CMS) | 1 | PCE | | |
| | | A08 3 Consecutive Overtime Shifts | 1 | | 6,930.00 | 6,930.00 |
| | | Net price | | | | 6,930.00 |
| Total Quotation List Price | | | | | | 222,546.00 |
| Less All Applicable Discounts | | | | | | -58,902.08 |
| Total Quotation Net Price | | | | | | 163,643.92 |

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Section 4

Supplemental Information

PHILIPS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/19/2016

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

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

| | | | |
|--|---|--|------------------------|
| PRODUCER Marsh USA, Inc. 1166 Avenue of the Americas New York, NY 10036 Attn: NewYork.Certs@marsh.com Fax: 212-948-0500 | CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: | | FAX (A/C, No): |
| | INSURER(S) AFFORDING COVERAGE INSURER A : HDI-Gerling America Insurance Company | | NAIC # 41343 |
| INSURED Philips Healthcare Global Sales & Service a Division of Philips Electronics North America 3000 Minuteeman Road, MS 5301 Andover, MA 01810-1099 | INSURER B : N/A | | NAIC # N/A |
| | INSURER C : | | |
| | INSURER D : | | |
| | INSURER E : | | |
| | INSURER F : | | |

| | | |
|------------------|---|---------------------------|
| COVERAGES | CERTIFICATE NUMBER: NYC-008427104-01 | REVISION NUMBER: 2 |
|------------------|---|---------------------------|

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 | COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: | | | GLD12308-03 | 12/31/2015 | 12/31/2016 | EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$ 6,000,000 \$ |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | <input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
All operations in the United States and Canada (see attached). The Certificate Holder named below is Additional Insured where required by written contract or agreement under the Vendors' Broad Form referenced on the attached. Coverage includes Host Liquor Liability.

| | |
|---|---|
| CERTIFICATE HOLDER State of West Virginia Purchasing Division - Vendor Registration 2019 Washington Street East Charleston, WV 25305 | 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 <i>Tim Cornish</i> |
|---|---|

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ADDITIONAL REMARKS SCHEDULE

| | | | |
|----------------------------------|------------------|---|--|
| AGENCY Marsh USA, Inc. | | NAMED INSURED Philips Healthcare Global Sales & Service a Division of Philips Electronics North America 3000 Minuteman Road, MS 5301 Andover, MA 01810-1099 | |
| POLICY NUMBER | | EFFECTIVE DATE: | |
| CARRIER | NAIC CODE | | |

ADDITIONAL REMARKS

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

Excess Workers' Compensation:
 SP4054358 (OH, WA)
 Safety National Casualty Corp.
 12/31/2015 - 12/31/2016
 Self Insured Retention: \$500,000
 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.



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;

- 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.



Meaningful learning for enhanced patient care

Philips Healthcare Education

PHILIPS

Tap the power of healthcare education

The demands of today's healthcare environment are fueling the need to control costs, streamline workflow, and improve patient care.

Philips can help you meet these challenges – by helping to unlock the full potential of your people, your technology, and your organization through innovative, meaningful, evidence-based healthcare education. We work with you to create a customized education experience for your staff – to meet your specific performance goals.

Philips Healthcare Education delivers comprehensive, clinically relevant courses, learning paths, and programs designed to help you enhance operational efficiency and deliver high quality patient care. No other healthcare education program provides you with a broader choice of advanced learning opportunities, flexible access and delivery, and an engaging, interactive experience.



Quality education for quality care

Quality education is no longer for clinicians and technicians alone. That's why Philips offers advanced, ongoing healthcare education for all levels of your organization to support more consistent and cost-effective delivery of quality care.

Our comprehensive solutions help your clinicians and physicians master clinical applications and elevate problem-solving skills to streamline workflow and enhance patient care. We have hands-on courses to help clinicians make the most of your medical equipment and to help reduce errors, exam times, retakes, and costs. And, we offer business related courses which can help everyone in your organization build their professional skills and knowledge – to develop, motivate, and inspire your staff.

Philips Healthcare Education programs help you keep pace with rapid changes in technology, healthcare regulations, and the competitive landscape to help drive the clinical and financial success of your organization.



We're looking for an education program that will help us to improve our clinical performance and productivity and reduce costs.

We need help managing staff education to improve workflow and make the most of our resources.



Philips Learning Connection

This is your link to a comprehensive educational experience marked by learning support, quality content, and flexible delivery. The Philips Learning Connection portal includes a comprehensive education catalog of clinically-focused courses, learning paths, and convenient access to the product, clinical, and professional development courses you are looking for.

Courses are created by Philips clinical subject-matter experts, external course developers, and partner firms offering specialized education. All courses are developed with a clinical focus to help you and your staff improve the delivery of quality patient care. Our elearning, instructor-led courses, and events are available online and in person around the world in multiple languages.

Detailed descriptions as well as location choices (if applicable) and language options are included for all courses and can be viewed on mobile devices. Visit the Philips Learning Connection at www.philips.com/learningconnection.

An educational experience unlike any other

Philips works with you to provide a meaningful learning experience to every member of your staff, so you can make the most of your training and education programs and drive clinical performance. Philips Healthcare Education offers:

Enriched experience

Philips programs and courses are clinically grounded and based on real-world cases. They align with the latest clinical findings and incorporate practical, hands-on exercises. So, your staff has the firsthand experience to confidently apply new knowledge and skills in the real world. Our offerings are tailored to your specific needs and follow clinical learning paths to help your organization continually increase clinical competency.

Comprehensive curriculum

Philips offers more than 1,000 product, technical, clinical, and professional development courses, programs, and activities. They span the entire care continuum and most specialty areas – oncology, cardiology, radiology, critical care, developmental care, and more. And they range from basic to advanced courses including programs that lead to certification.

Flexible delivery

Our programs give you a great deal of choice as to how, when, and where you and your staff take part in our educational programs. Your staff can choose from in-person, instructor-led education and live workshops to remote webinars and online courses. With flexible course selection, pace, assessment, and delivery, everyone has convenient access to the education and training they need.



Meaningful healthcare education. Delivered.

Philips Healthcare Education provides meaningful education by providing an extensive portfolio of healthcare courses and education activities. Our education programs help support your clinical performance and productivity no matter your profession or clinical specialty area. We have courses appropriate for physicians, clinicians, nurses, technicians, and biomedical engineers and courses focused on radiology, cardiology, oncology, women's health, and more.

Every year more than 100,000 healthcare professionals take advantage of Philips Healthcare Education courses and learning activities offered in a variety of languages and delivery formats. We work with industry experts to create courses accredited by standards bodies such as AACN®, ARRT®, ASRT®, CBRN®, CoR®, and others.

Our doctors need to learn the latest treatments and diagnostic procedures from their peers with real-world experience, not corporate trainers.

A good education program is one that's accessible anytime, anywhere.



Our expansive portfolio includes:

Product Education

Technologists and clinicians can learn the specifics of Philips monitoring and imaging systems and software to build confidence and enhance workflow. These how-to courses cover everything from training on basic features and functions to education on in-depth clinical applications. They are designed to help you optimize product performance specific to your work environment.

Clinical Education

Bring clinicians face-to-face with peers who will share their in-depth knowledge of clinical procedures, best practices, and the latest research. Vendor-neutral courses cover diagnosis, treatment planning, and care delivery across most clinical specialties. Many provide accreditation and are combined with clinical fellowships, seminars, and webinars to enhance care delivery.

Compliance and Safety Training

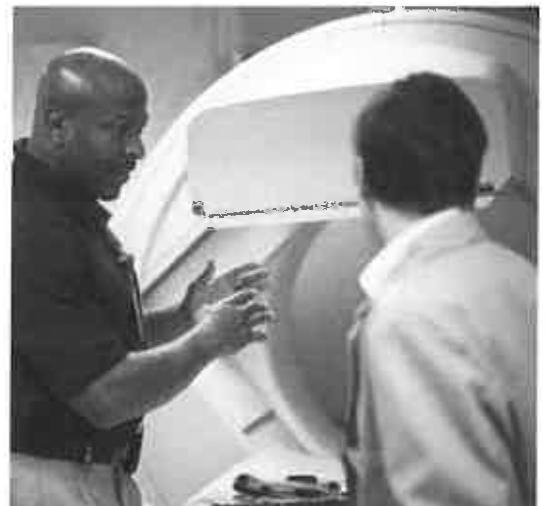
Constant change is a fact of life in healthcare, requiring your staff to understand and comply with evolving regulations and company policies that apply to their day-to-day jobs. Philips offers courses to help identify areas for improvement – quality, infection control, safety, and more.

Professional Development

The success of your organization depends on the success of all your people – clinical and management. These courses are designed to help healthcare executives, managers, and staff continually develop their knowledge and personal skills in such areas as leadership, project management, IT, HR, finance, communications, and teamwork.

Technical Services Training

Enables your biomedical engineering, HIT staff, and other in-house teams to effectively repair and support your medical system and software. Hands-on classroom instruction using actual equipment is combined with web-based training designed to help achieve high levels of uptime and increased productivity.





Technology is changing so quickly. If we don't give our people the education and training to stay one step ahead, we find ourselves several steps behind.

More patients, fewer clinicians, lower reimbursements... it's not a winning formula. Education is the one tool we have that's proving effective in facing these challenges.

Philips Healthcare Education: when you need to reach higher

No matter which program, course, or learning path you choose, you can count on Philips Healthcare Education to deliver a meaningful learning experience. All of our courses offerings are:

- **Clinically sound.** Whether on a system, procedure, application, or specialty, our courses are clinically focused – to help you and your staff improve the delivery of quality patient care.
- **Highly interactive.** Philips courses combine hands-on training and peer-to-peer classroom instruction with online courses and webinars, discussion boards, and positive assessments to keep learners engaged and motivated.
- **Intelligently planned.** Organized around clinical specialties and role-based competencies, our courses help you and your staff learn what is needed to be more effective and efficient in patient care.
- **Flexible.** While courses are designed around a product, clinical specialty, or business area to enhance your learning experience, your path can be customized by preferred learning style or to bypass topics already familiar to you.
- **Competency-based.** Our courses are designed to achieve defined competencies that are needed to be a proficient healthcare provider.
- **Case-based.** Our clinical education courses are centered around the real-world challenges and patient cases clinicians encounter and solve while treating patients.
- **Evidence-grounded.** Philips clinical courses align with latest teaching practices and incorporate the most up-to-date clinical findings.
- **Outcomes-driven.** We continually measure the effectiveness of our training programs in terms of workflow improvements, reduced errors, achieved competencies, and enhanced patient care.
- **Available everywhere.** While we deliver more peer-to-peer, in-person educational experiences than any device manufacturer, our programs enable clinicians and other professionals to learn at their convenience.



Quality education for everyone in your enterprise

Who benefits most from Philips Healthcare Education courses and programs?
Virtually everyone in your organization.

Healthcare executives can choose from our broad education portfolio to gain the knowledge and skills needed to help decrease operational costs and enhance the quality of care. Education executives and managers can introduce a comprehensive role-based training and education plan with competency-based learning paths for individual specialties and roles. Medical officers and clinical department heads can create an education plan tailored to the specific skills of your staff and track education status by learner or team. Nurses and physicians can follow clinical paths – from basic to advanced education or certification – to learn what’s needed to deliver care with confidence. And radiologic technologists, respiratory therapists, and other professionals can master medical systems and clinical procedures to work with confidence – to accelerate workflow and help improve care delivery.

Learn your way

With Philips, you have the opportunity to access the widest range of healthcare education courses in the most convenient way possible.

- **Instructor-led.** We leverage our clinical team as well as leading clinicians and institutions to deliver advanced, in-person clinical education at your site or at a Philips training facility, with locations around the world.

- **Instructor-led webinars.** Philips clinical specialists and expert clinicians share their experiences by presenting clinical cases and knowledge via interactive webinars that can also be archived and viewed after the event.

- **Peer-to-peer workshops.** Live, interactive events are led by clinical experts to give practicing clinicians real-world, hands-on experience.

- **eLearning.** A wealth of online education courses – available anytime, anywhere – so students can learn at their own pace.

- **Preceptorships.** We connect your staff with clinical experts offering one-on-one mentoring similar to a medical school environment.



Healthcare reform is evolving,
technology is getting more complex.
Today, quality training and education
are a must, just to keep pace.

Keep learning.

To learn more, visit
www.philips.com/healthcareeducation or
contact your Philips sales representative.

Philips Healthcare is part of Royal Philips

How to reach us

www.philips.com/healthcare

healthcare@philips.com

Choose your path.

Philips Healthcare Education catalog offers more than 1,000 courses covering an expansive range of training programs. Our flexible courses give you the freedom to customize your educational path based on preferred learning style, or to simply bypass topics already familiar to you.

Please visit www.philips.com/healthcareeducation



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PHILIPS PRODUCT WARRANTY

Patient Care and Monitoring Solutions ("PCMS") Products

This product warranty document is an addition to the terms and conditions set forth in the quotation to which this warranty document is attached and applies to the Patient Care and Monitoring Solutions Products listed on the quotation, hereinafter "PCMS Products." This warranty does not apply to replacement parts. The terms and conditions of the quotation are incorporated into this warranty document. The capitalized terms herein have the same meaning as set forth in the quotation unless defined herein.

1. WARRANTY

- A. **Commencement of Warranty Period.** For all products that do not require installation, the warranty period begins on the date of invoice. For products that require installation, the warranty period begins upon completion of installation and product availability for first patient use. Available for first patient use means the product has been installed and substantially meets Philips' published specifications.
- B. **Product Specifications.** Product Specifications means specific technical information about Philips products, which is published in Philips product manuals and technical data sheets in effect on the date Philips ships Customer's order.
- C. **Product Type and Warranty.**

Category 1: Software Only Products (including Software Upgrades)

If the PCMS Product described in the quotation includes only Philips software, then Philips warrants that any and all media on which the Software is delivered to the customer shall be free of defects in material and workmanship for a period of ninety (90) days or as otherwise stated in the "PCMS PRODUCT WARRANTY CLASSIFICATION TABLE".

Category 2: Philips Integrated Hardware/Software Products/Supplies.

Philips Integrated Hardware/Software Products are those which run on Philips designated hardware platforms and which contain hardware which is part of the Philips PCMS Product as described in the Product's Specifications. Philips warrants such PCMS Products against defects in materials and workmanship and will perform substantially within the Product's Specifications for a period of 12 months or as otherwise set forth on the attached Warranty Classification Table. Designated hardware platforms are hardware validated by Philips to operate PCMS software products in a manner consistent with Product Specifications. Philips warrants supplies products against defects in materials and workmanship for a minimum of one year or the balance of the product's shelf life.

Philips Hardware Product Upgrades are those which provide additional functionality to Integrated Hardware Products. Philips warrants such PCMS Product Upgrades against defects in materials and workmanship and will perform substantially within the Product's Specifications for a period of 90 days.

Category 3: Non-Philips Complementary PCMS Products.

Non Philips Complementary Products are Customer selected hardware, which are not part of the Philips PCMS Product as described in the Product's Specifications. For Non Philips Complementary Products, the hardware supplier warranty will be passed through to the customer and the Philips PCMS warranty shall not apply.

- D. **Exclusions.** Philips does not warrant PCMS Products to operate error free or without interruption. Philips does not warrant third party hardware including hardware component upgrades; third party software including software upgrades; third party operating systems or operating system patches, fixes and updates. Network hardware components, network operating systems, and network wires are not covered by this warranty document. Consumables used in the operation of the PCMS Product, such as, but not limited to storage media, are not covered under this warranty document. Any fixes, patches, updates or upgrades to the Software, including without limitation, any professional services are not covered by any warranty or condition, express, implied, or statutory.
- E. **Warranty Limitations.** The above warranties do not apply to defects resulting from improper or inadequate maintenance or configuration by Customer; Customer or third party supplied software, interfacing or consumables; unauthorized modification; improper use or operations outside of the Specifications for the PCMS Product; abuse, negligence, accident, loss or damage in transit; improper site preparation; or unauthorized maintenance or repair. The warranty services do not include: servicing or replacing components of the PCMS Product other than those listed in the exhibits; the cost of consumable materials; providing software updates and upgrades, back-up copies of software, or the programming of custom code providing any service or parts specifically excluded under the quotation.

The warranties do not include any service necessary due to: a design, specification, or instruction provided by Customer or Customer representative; the failure of anyone other than Philips or Philips' subcontractor to comply with Philips' written instructions or recommendations; any combining of the PCMS Product with a product or software of other manufacturers other than those recommended by Philips; any alteration or improper storage, handling, use or maintenance of the PCMS Product by anyone other than Philips or Philips' subcontractor.

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

2. ACCESS TO PCMS PRODUCT

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

3. WARRANTY COVERAGE & RESPONSE TIME

Philips will provide to the Customer the on-site or remote Warranty service hours set forth on the Warranty Classification Table. Initial telephone response time will be within two (2) hours 8a.m. through 5p.m., Monday through Friday, excluding Philips holidays and within four (4) hours after hours Customer local time.

4. TRANSFER OF PCMS INSTALLABLE PRODUCT

At Philips' discretion, if Customer transfers or relocates the PCMS installable Product, or any portion thereof, all obligations under this warranty document will terminate unless Customer receives the prior written consent of Philips for the transfer or relocation. At Customer's request, Philips, at its discretion, will re-locate the PCMS Product and shall re-certify the PCMS Product, at the Customers expense.

5. CUSTOMER RESPONSIBILITIES FOR NETWORKED PRODUCTS

A. System Administrator. The Customer shall designate and train system administrator(s), as defined in the Professional Services Statement of Work (SOW) if applicable, who will serve as Philips' primary support contacts (the "Administrators") during the applicable warranty period. If the Customer does not have trained Administrators, then the Customer will be required to purchase an optional PCMS Product administration service from Philips.

B. Remote Access. The Customer shall provide Philips with remote access to the PCMS Product as per the Products Specifications and shall notify Philips of any changes to remote access connection procedures. Customer must also provide Philips with the network and local machine access privileges necessary to perform the warranty services. In the event that the Customer prohibits Philips from remotely accessing the PCMS Product and Philips unnecessarily sends a field service engineer to the PCMS Product site, the Customer will be charged for the services rendered based upon Philips' then-current standard labor and material rates.

C. Security. Philips has taken commercially reasonable steps to ensure that all software is free from computer viruses intentional or unintentional that disable, harm or otherwise disrupt computer systems or networks. Philips accepts no liability in respect to any loss, cost, damage, inconvenience or expense suffered as a result of any computer viruses. Post installation, Customer is solely responsible for providing adequate security to prevent unauthorized access to or use of the PCMS Product, including but not limited to access to proprietary and confidential information.

D. Data Reconstruction. The Customer is responsible for following the backup processes recommended in the Product Specifications. The Customer is responsible for the reconstruction, restoration, retrieval or recovery of any lost or altered patient records, files, programs, or data. Philips is not responsible for the reconstruction, restoration, retrieval or recovery of any lost or altered files, data, or programs.

6. *INTERFACE SUPPORT FOR NETWORKED PRODUCTS*

Philips' support of DICOM and HL7 interfaces to the PCMS Product is included in the applicable warranty period only to the extent that such interfaces exist at the PCMS Product location at the time of installation of the PCMS Product. PCMS Product interface support does not include the modification of any interface due to interface changes in third party hardware or software. In the case of a planned upgrade of the PCMS Product or any Software that involves modifications to the PCMS Product interface specifications, Philips requires that detailed technical information on such modifications be made available to Philips at least ninety (90) days in advance of the planned upgrade. In such a case Philips shall have the right, but not the obligation, to modify and upgrade the PCMS Product or Software to support such new interface specifications at a schedule and cost to be mutually approved by Philips and the Customer. The Customer shall pay the cost of any additional work required to implement and support the new interface specifications at Philips' then-current standard rates for such service.

7. *LIMITATIONS OF LIABILITY AND DISCLAIMERS*

The total liability, if any, of Philips 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 PCMS Product, licensed software, and/or service is limited to the price paid hereunder for the PCMS Product, licensed software, or service. This limitation shall not apply to third party claims for bodily injury or death caused by Philips' negligence or proven product defect.

IN NO EVENT SHALL PHILIPS 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.

8. *FORCE MAJEURE*

Philips shall 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.

PCMS PRODUCT WARRANTY CLASSIFICATION TABLE

| WARRANTY NAME | WARRANTY DESCRIPTION | SERVICE LOCATION | WARRANTY PERIOD | PERIOD of COVERAGE | RESPONSE TIME | PCMS PRODUCTS Product Number/Description |
|---------------|----------------------|------------------|-----------------|------------------------------------|---------------------------|--|
| Onsite | Customer site repair | Onsite | 1 year | 7x24 | Maximum next day onsite. | <p>IntelliVue Patient Monitors [MX400, MX450, MX500, MX550, MX700, MX800, MX40, X2, MP2, MP5, MP5SC, MP20, MP30, MP40, MP50]</p> <p>IntelliVue MP2/X2 Battery Extension (865297)</p> <p>IntelliVue Telemetry System (1.4GH)</p> <p>IntelliVue Wireless Infrastructure (802.11)</p> <p>IntelliVue XDS – Preinstalled hardware (865159 XD5, XD6)</p> <p>Philips IntelliVue Information Center iX A Hardware (H options) – 866023, 866025, 866424</p> <p>Philips IntelliVue Information Center iX B Hardware (866424)</p> <p>IntelliVue Information Center N.01 Hardware (H options) 866091, 866092, 866093, 866094, 866095, 866096, 866097, 866112, 866113;</p> <p>CareEvent Hardware (HW options) IEM Hardware & Alarm Reporting Solution (866326)</p> <p>Juniper Firewall (866395)</p> <p>Avalon FM20, FM30, FM40, FM50</p> <p>Invivo Expression Patient Monitor – 865214</p> <p>Invivo 866120 Expression MR200 (2)</p> |
| Onsite | Customer site repair | Onsite | 1 Year | 8a.m. - 5p.m., Monday – Friday (6) | Maximum next business day | <p>Multi Measurement Server (M3001A)</p> <p>Flexible Module Rack (M8048A), Hemo Extension Module (M3012A), Capnography Extension Module (M3014A), Microstream C02 Extension Module (M3015A/B)</p> <p>Intravascular Oxygen Saturation (SO₂) Module (M1011A)</p> <p>PageWriter TC70 Cardiograph (860315) Most repairs can be completed remotely. Occasional onsite support only if required.</p> <p>PageWriter TC50 (860310) Most repairs can be completed remotely. Occasional onsite support only if required. This is an optional warranty purchased with the TC50 as an option if desired.</p> <p>Stress System ST80i Trolley (860344)</p> <p>ST80i Treadmill (TKM42500)</p> <p>Parameter Modules: Cardiac Output, SP02, Mixed Venous, Invasive Pressure, Temperature</p> <p>IntelliBridge (865115)</p> <p>M3535A Hospital HeartStart MRx (1)</p> <p>M3536A EMS HeartStart MRx (1)</p> <p>M4735A HeartStart XL (1)</p> <p>Invivo Precess 3160 Patient Monitor – 865323, 465485 (2)(9)</p> <p>Invivo Precess 3160 Patient Monitor – 865111 (2)</p> |

| | | | | | | |
|----------|--|------------------------------|--------|------------------------------------|-------------------------------|--|
| | | | | | | Information Portal 5 (IP5) – 865471 (9) Respironics HRC V60 Ventilator |
| Bench | Repair and return of customer unit | Philips Customer Repair Ctr. | 1 Year | 8a.m. - 5p.m., Monday – Friday (6) | Typical 3 business days (5) | Innercool RTx Endovascular System Innercool STx consoles Invivo Essential SPO2 Patient Monitor – 865353 (9) Respironics ChMV Smartmonitor 2 With Modem, PCMCIA Respironics ChMV Smartmonitor 2 With PCMCIA Respironics ChMV Smartmonitor 2 Ps W/Modem Respironics ChMV Smartmonitor 2 Psl W/Modem Respironics ChMV BiliTx Homecare Package-Neonatal Panel Respironics ChMV BiliTx Homecare Package-Wrap Panel Respironics ChMV Bilichek Advanced System Respironics ChMV Masimo Rad-8 Oximeter |
| Bench | Repair and return of customer unit | Philips Customer Repair Ctr. | 2 Year | 8a.m. - 5p.m., Monday – Friday (6) | Typical 5-7 business days (5) | Holter Recorders Respironics HRC NM3 Monitor Respironics HRC Trilogy 202 (11) |
| Bench | Repair and return of customer unit (with loaner) (2) | Philips Customer Repair Ctr | 2 Year | 8a.m. - 5p.m., Monday – Friday (6) | Typical 3 business days (5) | SureSigns VM1, VM4, VM6, VM8, VS1, VS2+, VS4, VSV (7) SureSigns VS Wireless Bridge (W01 option) M3536A EMS HeartStart MRx (1) 860310 PageWriter TC50 Cardiograph (7) This is the standard warranty but can be changed to a one-year on-site warranty through the purchase of a product option. |
| Bench | Repair and return of customer unit | Philips Customer Repair Ctr | 3 Year | 8a.m. - 5p.m., Monday – Friday (6) | Typical 3 business days (5) | 860306 PageWriter TC30 Cardiograph SureSigns VM8 SE (7) |
| Bench | Repair and return of customer unit (with loaner) (2) | Philips Customer Repair Ctr. | 5 Year | 8a.m. - 5p.m., Monday – Friday (6) | Typical 3 business days (5) | M3535A Hospital HeartStart MRx (1) M4735A / HeartStart XL (1) |
| Exchange | Product exchange | N/A | 1 Year | 8a.m. - 5p.m., Monday – Friday (6) | Typical next business day | M1019A (G5) M1013A (G1) M1014A Spirometry Module Tympanic Temperature Module (866149) BIS Module (M1034B); EEG Module (M1027B) IntelliVue XDS – Hardware Only (865159 XD1) IntelliVue Cableless SpO2 Pod (865215), IntelliVue Cableless NIBP Pod (865216), IntelliVue Cableless Respiration Pod (865218) IntelliVue TcG10 Module (865298) IntelliVue NMT Module (865383) IntelliBridge EC5 ID-Module (865114) IntelliBridge EC40/80 Hub (865056) Avalon CL (866074, 866075, 866076, 866077) StressVue System (not including treadmills)(10) Stress System ST80i (860343) ST80i Upgrade Kit (860351) Invivo Expression Display Control Unit (DCU) Respironics ChMV NeoPAP CPAP Device |
| Exchange | Product exchange | N/A | 5 Year | 8a.m. - 5p.m., Monday – Friday (6) | Typical next business day | 861388 HeartStart FR3 Text 861389 HeartStart FR3 ECG M3860A HeartStart FR2+ (ECG) M3861A HeartStart FR2+ (TEXT) 861458 ReFurb FR2+ ECG 861459 ReFurb FR2+ TEXT |
| Exchange | Product exchange | N/A | 8 Year | 8a.m. - 5p.m., Monday – Friday (6) | Typical next business day | M5066A HeartStart Onsite M5068A HeartStart Home 861304 HeartStart FRx |

| | | | | | | |
|------------------------|---------------------------|-----------------|-------------|------------------------------------|---------------------------|--|
| Media Replacement Only | | NA | 90 days (3) | NA | NA | Philips IntelliVue Information Center iX A Software (000 option) – 866023, 866025 Philips IntelliVue Information Center iX B Software 866389, 866390 IntelliVue Mobile Caregiver (866337, 866492) CareEvent A Software – 866435 IntelliSpace Event Management (release 11) 866030 IntelliVue Information Center N.01 Software (A options) 866091, 866092, 866093, 866094, 866095, 866096, 866097, 866112, 866113 IntelliBridge Enterprise (866183) IB SC50 Device Interfacing Engine (866022) IntelliVue Guardian Software (866009) CS770 IntelliSpace Critical Care and Anesthesia (866072) CompuRecord (865230) IntelliSpace Perinatal, Revision J – 866458, 866459 IntelliSpace Perinatal, Revision H– 866131, 866132, 866133 OBTV G.0 Software Only (865342) TraceMasterVue Software Only for Clinic, Basic, Standard, Enterprise, & Universal Editions (860326) including Software Only Upgrades IntelliSpace ECG 860426 (software application only) Holter Software System including Software Upgrades ECG Gateway Software (860331) Enhanced Web Server (866109) PIIC MultiPatient Web Server (866193) CSCN Specifications (865461) |
| Remote (4) | Remote Access | Remote \ Onsite | 1 Year | 8a.m. - 5p.m., Monday – Friday (6) | Maximum next business day | |
| Remote (4) | Part Replacement | Remote \ Onsite | 1 Year | 8a.m. - 5p.m., Monday – Friday (6) | Maximum next business day | StressVue treadmills only TKM42500 and TMX425 |
| Biomed | In-house Biomedical Parts | Customer site | 3 Year | 8a.m. - 5p.m., Monday – Friday (6) | Typical next business day | SureSignsVM1, VM4, VM6, VM8, VSi, VS2+, VS4, VSV (7) M3536A HeartStart MRx (1) |
| Biomed | In-house Biomedical Parts | Customer site | 5 Year | 8a.m. - 5p.m., Monday – Friday (6) | Typical next business day | M3535A HeartStart MRx (1) M4735A / HeartStart XL (1) SureSigns VM8 SE (7) |

Notes:

1. These devices offer optional warranties; the Customer must select one at the time of order or the default of the one year warranty will be applied.
2. Philips will provide a loaner for period of time product is under repair.
3. Warranty applies to media only.
4. Most repairs can be completed remotely. Occasional onsite support may be required.
5. 3-7 days does not include transportation to and from Philips' Customer Repair Center.
6. Excluding scheduled Philips holidays.
7. These devices offer optional warranties; the Customer must select one at the time of order or the default warranty will be applied. Note: the VSi, VS2+, and VS4 offer purchasable warranties for extended years of service as well.
8. Demo equipment will receive the same warranty as new equipment.
9. In vivo Patient Monitors are supported both onsite and at the bench
10. Primary warranty is exchange although, if the problem cannot be resolved by the CCSC, then FSE onsite will be utilized.
11. When supplied by Philips, a 90 day warranty will be offered on the internal and detachable battery.



PHILIPS

Patient Care and
Monitoring Solutions

Right from the **start**

Philips Value Added Services for patient monitoring

Confidence from day 1

You've chosen your patient monitoring solution. Now take the next step to success with quality guidance to plan, install, and implement your complete medical monitoring system.



Because we do more than 7,000 installations each year, we can help you identify challenges you're likely to face, preventing unnecessary costs and delays.

Leverage our know-how to improve your installation

Our goal is to help you have a seamless and effective monitoring experience, from installation to ongoing use. The Philips Value Added Services consultation team can help you think through the patient monitoring system design, use models, and installation process to help you meet your clinical, biomedical, and IT needs, while delivering to a tight project schedule with costs that are known up front.

Your Philips Value Added Services team will work to:

- Identify the costs associated with installation and planning, as well as additional services that can help make your patient monitoring more effective

- Examine crucial issues and work with you to identify a comprehensive solution to meet your needs, many elements of which can be performed by your own organization
- Evaluate different IT systems and clinical use models to help your organization run more efficiently

The Philips difference

Not only do we identify our costs up front, we see to it that all parts of your system can work together over time. We understand that a smooth and timely installation means a better experience for you, can lead to better care for your patients, and, ideally, results in a long-term relationship between your organization and ours.

Value Added Services offerings

Here are the core set of services and products that can be included in your patient monitoring solution. Some of these services are essential to your monitoring installation and are performed by Philips. You'll find that other services can be performed by Philips, third parties, or your own organization. We'd like to help you better understand the value of each so that you can compare and select the best alternatives.

Installation services

Services necessary to complete most installations include device upgrades and cabling infrastructure. A Philips factory-trained, experienced professional service engineer will perform the field-tested installation upgrade to provide new enhancements and additional functionality not available with previous monitors.

Value differentiator

Philips deliverable

Value proposition



Device upgrade services

A Philips service engineer will perform the field-tested installation upgrade on the following products:

- IntelliVue patient monitors and information systems
- IntelliVue MX40 telemetry monitors
- IntelliVue Guardian Solution software
- IntelliSpace Event Management (IEM) software
- SureSigns Vital Signs monitors and systems
- Avalon fetal monitors and systems
- HeartStart defibrillators

A Philips Clinical Specialist will provide go-live support to your clinical staff.

- Extends the life of your existing monitors
- Offers a cost-effective and time-efficient approach to software and hardware upgrades
- Services are performed right the first time and backed by qualified Philips technical resources
- Over 200 US-based field service and network engineers in addition to the Customer Care Solutions Center for prompt, nearby service



Cabling infrastructure

Philips provides high-quality, complete cable services including:

- Cat 5/6 cable pulling
- Cat 5/6 patch panel
- Cable termination
- Fiber pulling (6- and 12-strand)
- Fiber patch panel
- Point-to-point testing
- TIA/EIA testing and certification
- Dust containment (HEPA filtering)
- Cable project management services
- Labeling

- Provides infrastructure reliability
- Minimal disruption to staff and facility for cable pulling installation
- Coordinates vendor activity to free up customer resources
- HEPA filtering during installation helps to protect the work environment and patient care areas
- Services are performed right the first time and backed by qualified Philips resources
- Full turnkey solution is not offered by many other monitoring OEMs; Philips provides a one-stop shop
- Labeling of the patch cable defines the device it supports for easy identification



Cable run in server room.



Professional services

Philips IT-related services include project management and implementation, integration and interoperability, telemetry implementation, and network design and consultation.

| Value differentiator | Philips deliverable | Value proposition |
|--|---|---|
| <p><input checked="" type="checkbox"/> Integration and interoperability services</p> | <p>Philips industry- and factory-trained integration and field service engineers will:</p> <ul style="list-style-type: none"> • Configure HL7 vital sign data for export to electronic healthcare record system (EHR) and the hospital information system (HIS) • Configure the interfaces of external medical devices with RS232 or LAN interface to Philips IntelliVue patient monitors via IntelliBridge • Provide installation, configuration, and test services for registration information to the PIIC/PIIC iX and IntelliVue bedside • HL7, ADT, Wave Strip Export, Document Export, RS232 Out, and Workflow for SureSigns/Guardian, IntelliBridge Systems Services also available | <ul style="list-style-type: none"> • Easy troubleshooting of connectivity issues • Easy for hospital IT to transfer Philips data into their system • A one-stop shop can reduce clinician workload • Personnel who understand the customer environment and industry standards, resulting in on-time performance and compliance with industry regulations and standards • Over 200 US-based integration and field service engineers |
| <p><input checked="" type="checkbox"/> Project management and implementation services</p> | <p>Philips will assign a project manager to interface with your organization and manage all Philips aspects of the project for timely completion. These services include:</p> <ul style="list-style-type: none"> • Project kick-off meeting with key stakeholders • Management of installation services • Discussion with construction and other cable vendors • Post-implementation walkthrough • Project acceptance • As-built documentation <p>Additional project management services are available and scalable ranging from basic to advanced project management services:</p> <ul style="list-style-type: none"> • Project schedule/Gantt chart • Work breakdown structure (WBS) • Risk management • Change management • Communication management • Project workbook • Vendor management | <ul style="list-style-type: none"> • Provides one point of contact for hospital staff • Frees up valuable hospital resources • Offers smooth, timely, and on-budget installation planning • Project planning management conforms to PMI standards <div data-bbox="1036 1327 1344 1755" data-label="Image"> </div> <p>IntelliVue bedside display with VHM support arm.</p> |

Value differentiator

Philips deliverable

Value proposition

Telemetry Implementation services



Access point enclosure in hospital hallway.

Customizes the telemetry design to your specific facility by taking precise measurements to understand the RF environment of our 1.4 Smart Hopping network (the RF environment is different with each facility and may be impacted based on facility structure as well as other equipment operating within the same frequency band).

Available services include:

- Access point surveys
- Hot spot surveys
- Short range radio (SRR) surveys
- RF design
- Access point enclosures
- Telemetry transmitter storage
- Wireless medical telemetry service (WMTS) registration and surveys

- RF surveys provide documentation of system performance and deliver a solid baseline in signal interference issues arising from changes in wireless environment or outside influences
- RF surveys provide recommendations for optimization of access point, hot spot, and/or Short Range Radio locations to reduce patient signal dropouts, inoperative alarms, and nursing visits to the bedside due to potential signal errors
- Access point enclosures help prevent theft since doors are lockable, are HIPAA compliant, and allow biomedical personnel to access without needing HEPA tents
- WMTS registration service so that your system is in compliance with FCC regulations and that the certificate is delivered in a timely fashion
- Gives customers the confidence in design and operational integrity due to the highly qualified factory- and industry-trained wireless engineers who perform these services

Network design and consultation services

Philips offers multiple options designed to meet networking strategies of hospital organizations and life-critical network requirements.

- Customer-supplied clinical network (CSCN): consultation on the design and operational requirements by factory- and industry-trained network engineers where the hospital manages the complete implementation
 - Some of the CSCN consultation services performed by the network, integration, and field service engineers include 802.11 surveys, DHS services, DHTP services, and virtualization consultations
- Philips-supplied clinical network (PSCN): professional design and installation whereby Philips manages the complete implementation

- For CSCN –
 - Deploying Philips patient monitors on a hospital's network gives greater control and visibility of Philips networked devices to the IT department
 - Utilization of customer-provided infrastructure to maximize investment
 - Hospital can develop its own risk management strategy such as IEC 800001-1:2010
- For PSCN –
 - Hospital labor and management not required, allowing staff to carry on its day-to-day business with limited interruption
 - Provides continuous operation with minimal delay and downtime on a reliable OEM-provided secure private network
- Philips provides customers choices to employ either PSCN or CSCN



Remote displays in cockpit with KVM, audio, and mounts.

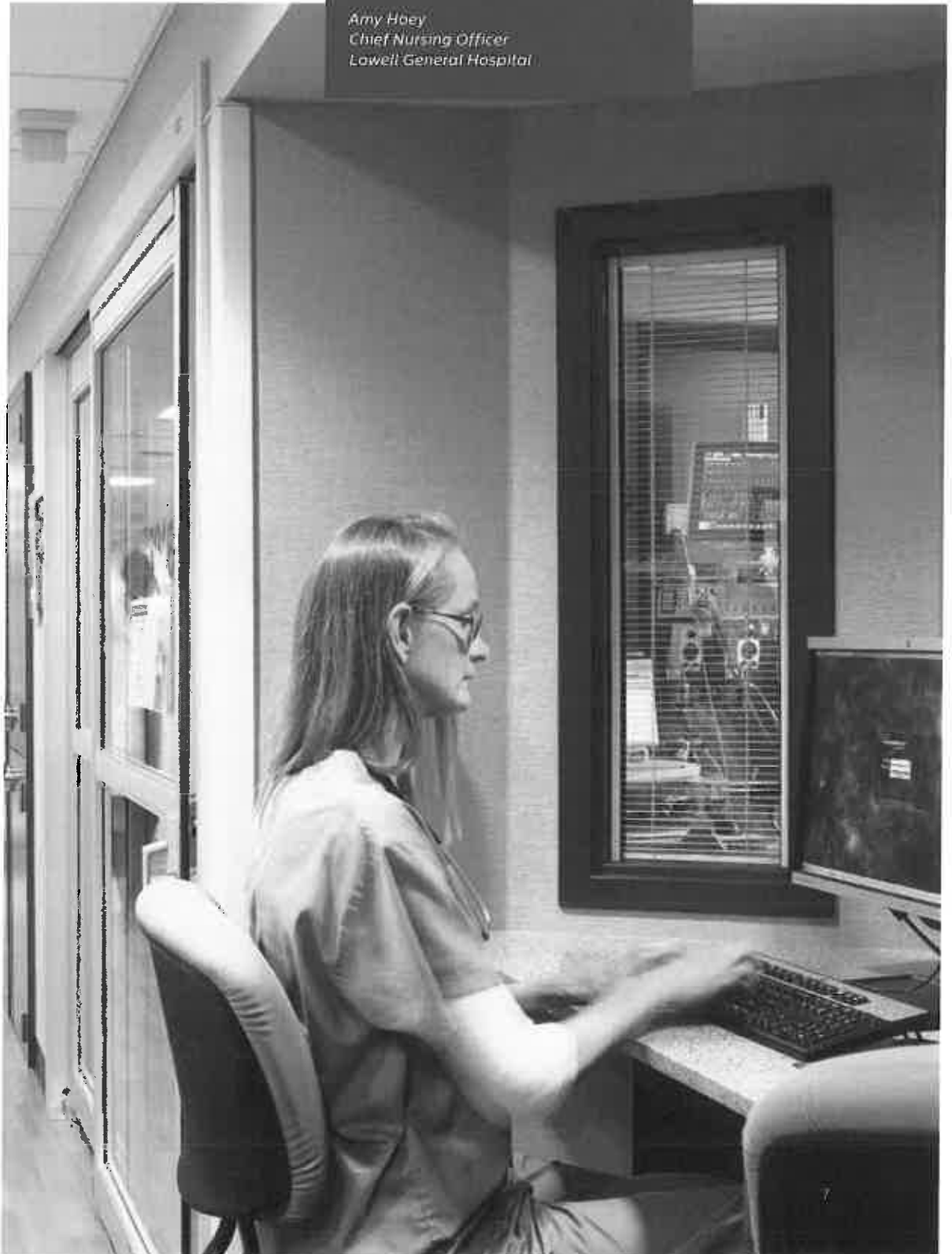
Clinical enhancements

Philips can provide services that improve the clinical and technical use of your monitoring systems.

| Value differentiator | Philips deliverable | Value proposition |
|---|--|--|
| <input checked="" type="checkbox"/> System hardware | <p>Philips will:</p> <ul style="list-style-type: none"> • Procure, install and configure server and client hardware including mouse, keyboards, and printers • Mount and install patient monitoring devices associated with the system • Provide operating system software, SQL server, and anti-virus applications | <ul style="list-style-type: none"> • Installation is tailored to comply with customer's departmental standards to be certain the solution is complete and fully operational • Hardware includes a vendor three-year, 24x7, four-hour response warranty • Frees up customer IT resources as Philips assumes the bulk of the workload |
| <input checked="" type="checkbox"/> Displays | <ul style="list-style-type: none"> • Single- or multiple-monitor display solutions, including remote displays designed to meet recommended size and diagnostic resolution requirements for central station locations • A range of display sizes are available upon request. | <ul style="list-style-type: none"> • Maximizes functionality and maintains consistency throughout your facility • Monitors are compatible with factory specifications |
| <input checked="" type="checkbox"/> Remote solutions | <p>Remote solutions designed to provide displays in convenient locations such as waiting rooms, hallway alcoves, and the staff lounge.</p> <p>Solutions include:</p> <ul style="list-style-type: none"> • KVM and multi audio/video • PIICs remote KVM • Input devices (mouse, keyboard, etc.) • Interactive and non-interactive displays with and without audio • Remote CPU | <ul style="list-style-type: none"> • Allows staff to obtain patient data remotely to provide prompt patient care untethered to the central station • Provides a well-organized area and better use of limited nursing space • KVM allows for a secure location of critical monitoring hardware in a controlled environment, which can help extend the life of the equipment • Provides HIPAA security and improved clinical workflow |

"Working with Philips was transformational. It helped us to look at taking care of patients in a way we've never done before."

*Amy Hoey
Chief Nursing Officer
Lowell General Hospital*





Cardiology review station with remote displays.

Clinical enhancements

| Value differentiator | Philips deliverable | Value proposition |
|--|---|--|
| <p><input checked="" type="checkbox"/> Equipment closet solutions and components</p> | <p>Philips provides standard network hardware for mounting network components in communication closets.</p> <p>Components include:</p> <ul style="list-style-type: none"> • Two- and four-post open-faced racks • Enclosed racks • Cabinet wall mount solutions • Rack consoles • Cable management trays • Rack ladders and power strips • UPSs | <ul style="list-style-type: none"> • Solutions provide a clean, streamlined work environment by reducing the footprint of devices • Provides a one-stop service location for your clinical engineering team, freeing up valuable resources |
| <p><input checked="" type="checkbox"/> Medical device mounting solutions and consultation</p> | <p>Bedside and central station monitor mounting solutions are tailored to optimize workflow in each department of the healthcare environment.</p> <p>These mounting solutions include:</p> <ul style="list-style-type: none"> • Two sizes of variable-height mounts with optional extension and suspension • Interface to architectural products such as headwalls and pendants • Multiple lengths of standard fixed height arms, with tilt/swivel/pivot • Roll stands with handle, cable management, and storage • Patient cable management hardware • Wall, countertop, or ceiling display mounts • Fetal monitor carts with integrated charting workstation configurations • Under-the-counter CPU mount and sling • Charging station and power supply mounts with covers for clean workstations • Anesthesia mounting solutions • AFC ERGO desks • War room design consultation | <ul style="list-style-type: none"> • Variable-height mounts provide a range of heights and articulation for Philips monitors, resulting in a more ergonomic and flexible solution • Mounts are medical-grade quality and designed to last longer than many alternative options, reducing cost of ownership • Solutions for central monitoring units and central monitor mounts are designed to meet your site-specific configuration as well as provide the ability for growth • Mounting solutions are factory-validated and approved • Cable management allows for fast application of leads and quick patient assessment and treatment, facilitates improved compliance with Joint Commission patient safety guidelines¹ by reducing infection and safety risks associated with disorderly cords and alleviates entanglement problems with individually stored cords <div data-bbox="841 1381 1243 1787" data-label="Image"> </div> <p>IntelliVue monitor mounts with cable holders in OB department.</p> |

¹ Joint Commission National Patient Safety Goal 07.03.01 and Joint Commission Infection Control Standard IC.02.02.01

"We've had a long-standing relationship with Philips, so I think they bring value every day to our patients and to our staff. It's those niceties that we're seeing by using the Value Added programs and Philips services."

*Justin Swoboda
Capital Portfolio Manager
Sanford Health, Sioux Falls, SD*

Field service engineer meeting with biomedical technician.



Education services

Valuable education services are enhancements to most implementations, and include clinical education and consultation services and biomedical education tailored to your needs.

| Value differentiator | Philips deliverable | Value proposition |
|---|---|---|
| <p><input checked="" type="checkbox"/> Biomedical education</p> | <p>Philips provides hands-on education to your biomedical staff delivered by CompTIA-certified technical trainers, allowing your staff to support your Philips solutions.</p> <p>Some examples of factory-training courses include:</p> <ul style="list-style-type: none"> • MX40 Telemetry and Wireless Monitors • Telemetry 1.4/2.4 Ghz • PIIC iX Basic Service Training | <ul style="list-style-type: none"> • Training extends beyond the individual monitor to network components and basic understanding of network infrastructure • Most biomedical service courses provide identical training for customers as with Philips field service engineers • A trained staff may result in reduced service costs and decreased time to resolution • All courses are available at our state-of-the-art training facility in Cleveland, OH • Many courses are also delivered locally |
| <p><input checked="" type="checkbox"/> Clinical education and consultation service</p> | <p>Philips offers educational services, including:</p> <ul style="list-style-type: none"> • Clinical use-model assessment, consultation, configuration services, essential end-user education, advanced concepts education, on-site go-live support, and on-site follow-up • Clinical assessment helps determine appropriate course objectives • On-site essential education and/or go-live support by a clinical specialist during the time frame associated with initial equipment installation • On-site support for customers at initial use of new systems with on-site demonstration along with written materials (including instructions for use and skills checklists) and computer-based training (CBT) • Clinical Performance Agreements (CPAs) for 24- or 30-month terms providing a highly flexible, customized program ranging from education, workflow services, configuration and online learning | <ul style="list-style-type: none"> • A local account clinical specialist works in close collaboration with the education department to design an education strategy to meet the needs of the staff and help to enhance clinician productivity • CBT allows the clinician to go online and conveniently access our virtual classroom to obtain self-paced product education • The virtual classroom also allows customers to manage students, track learner progress and completion • Philips provides contact hours for nurses who successfully review the CBT and score appropriately on the given exam • CPAs provide convenient delivery times, allowing our program of services to fit your busy schedule • Philips has 90 clinical specialists across the US and 99% of them are RNs with at least 15 years' of nursing experience |



Bringing Value Added Services to the hospital server room.



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West Virginia Secretary of State — Online Data Services

Business and Licensing

Online Data Services Help

Business Organization Detail

NOTICE: The West Virginia Secretary of State's Office makes every reasonable effort to ensure the accuracy of information. However, we make no representation or warranty as to the correctness or completeness of the information. If information is missing from this page, it is not in the The West Virginia Secretary of State's database.

PHILIPS ELECTRONICS NORTH AMERICA CORPORATION

| Organization Information | | | | | | | | | |
|--------------------------|----------------|------------------|-------------|---------|--------|----------|------------------|--------------------|--|
| Org Type | Effective Date | Established Date | Filing Date | Charter | Class | Sec Type | Termination Date | Termination Reason | |
| C Corporation | 12/8/1995 | | 12/8/1995 | Foreign | Profit | | | | |

| Organization Information | | | | | | | | | |
|---------------------------|--|--|--|--|-----------------------|--------|--|--|--|
| Business Purpose | 5511 - Management of Companies and Enterprises - Management of Companies and Enterprises - Management of Companies and Enterprises Including Offices of Bank Holding Companies and Other Holding Companies | | | | Capital Stock | 0.0000 | | | |
| Charter County | | | | | Control Number | 0 | | | |
| Charter State | DE | | | | Excess Acres | 0 | | | |
| At Will Term | | | | | Member Managed | | | | |
| At Will Term Years | | | | | Par Value | 0.0000 | | | |

| |
|----------------------------|
| Authorized Shares 0 |
| |

| Addresses | |
|----------------------------------|--|
| Type | Address |
| Local Office Address | 3000 MINUTEMAN ROAD ANDOVER, MA, 01810 |
| Mailing Address | 3000 MINUTEMAN ROAD ANDOVER, MA, 01810 USA |
| Notice of Process Address | CORPORATION SERVICE COMPANY - DE 2711 CENTERVILLE ROAD ST 400 WILMINGTON, DE, 19808 |
| Principal Office Address | PHILIPS ELECTRONICS NORTH AMERICA CORP. 3000 MINUTEMAN ROAD ANDOVER, MA, 01810 USA |
| Type | Address |

| Officers | |
|------------------|---|
| Type | Name/Address |
| Director | JOSEPH E. INNAMORATI 3000 MINUTEMAN ROAD ANDOVER, MA, 01810 |
| Director | DAVID A. DRIPCHAK 3000 MINUTEMAN ROAD ANDOVER, MA, 01810 |
| President | BRENT SHAFER 1010 MURRY RIDGE LANE MURRYSVILLE, PA, 15668 |
| Secretary | JOSEPH E. INNAMORATI 3000 MINUTEMAN ROAD ANDOVER, MA, 01810 |
| Treasurer | DAVID A. DRIPCHAK 3000 MINUTEMAN ROAD ANDOVER, MA, 01810 |
| Type | Name/Address |

| Mergers | | | | | |
|----------------|---|---------------------|--------------|---|----------------|
| Merger Date | Merged | <i>Former Names</i> | Merged State | Survived | Survived State |
| 2/14/2000 | PURESPEECH, INC. | | MA | PHILIPS ELECTRONICS NORTH AMERICA CORPORATION | DE |
| 2/23/2000 | VOICE REQUEST CORPORATION | | DE | PHILIPS ELECTRONICS NORTH AMERICA CORPORATION | DE |
| 5/16/2006 | PHILIPS ORAL HEALTHCARE WORLDWIDE SALES CORPORATION | | WA | PHILIPS ELECTRONICS NORTH AMERICA CORPORATION | DE |
| Merger Date | Merged | | Merged State | Survived | Survived State |

| Date | Amendment |
|------------|---|
| 5/16/2006 | MERGER: MERGING PHILIPS ORAL HEALTHCARE WORLDWIDE SALES CORPORATION, A QUALIFIED WA CORPORATION WITH AND INTO PHILIPS ELECTRONICS NORTH AMERICA CORPORATION, A QUALIFIED DE CORPORATION, THE SURVIVOR |
| 2/23/2000 | MERGER: MERGING VOICE REQUEST CORPORATION, A NON-QUALIFIED DE ORGANIZATION WITH AND INTO PHILIPS ELECTRONICS NORTH AMERICA CORPORATION, A QUALIFIED DE CORPORATION, THE SURVIVOR |
| 2/14/2000 | MERGER: MERGING PURESPEECH, INC., A NON-QUALIFIED MA ORGANIZATION WITH AND INTO PHILIPS ELECTRONICS NORTH AMERICA CORPORATION, A QUALIFIED DE CORPORATION, THE SURVIVOR |
| 11/19/1998 | MERGER: MERGING 21 NON QUAL CORPS & NORTH AMERICAN PHILIPS CORPORATION, A QUAL DE CORP WITH AND INTO PHILIPS ELECTRONICS NORTH AMERICA CORPORATION, A QUAL DE CORP, THE SURVIVOR. |
| 1/11/1996 | MERGER; MERGING PHILIPS ELECTRONICS NORTH AMERICA CORPORATION A QUAL DE CORP WITH AND INTO FGP CORP A QUAL DE CORP THE SURVIVOR CHANGING ITS NAME TO PHILIPS ELECTRONICS NORTH AMERICA CORPORATION |
| Date | Amendment |

| Annual Reports | |
|-----------------------|------------------|
| Date | Filed For |
| 6/29/2015 | 2016 |
| 6/9/2014 | 2015 |
| 4/1/2013 | 2014 |
| 6/18/2012 | 2013 |
| 6/17/2011 | 2012 |
| 7/13/2010 | 2011 |
| 6/26/2009 | 2010 |
| 8/13/2008 | 2009 |
| 3/14/2007 | 2007 |
| 10/3/2005 | 2006 |
| 4/13/2005 | 2005 |
| 8/4/2004 | 2004 |
| 4/30/2003 | 2003 |
| 5/24/2002 | 2002 |
| 9/26/2000 | 2001 |
| | 2000 |
| | 1999 |
| Date | Filed For |

For more information, please contact the Secretary of State's Office at 304-558-8000.

Thursday, February 18, 2016 — 3:41 PM

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Section 5

Product Literature

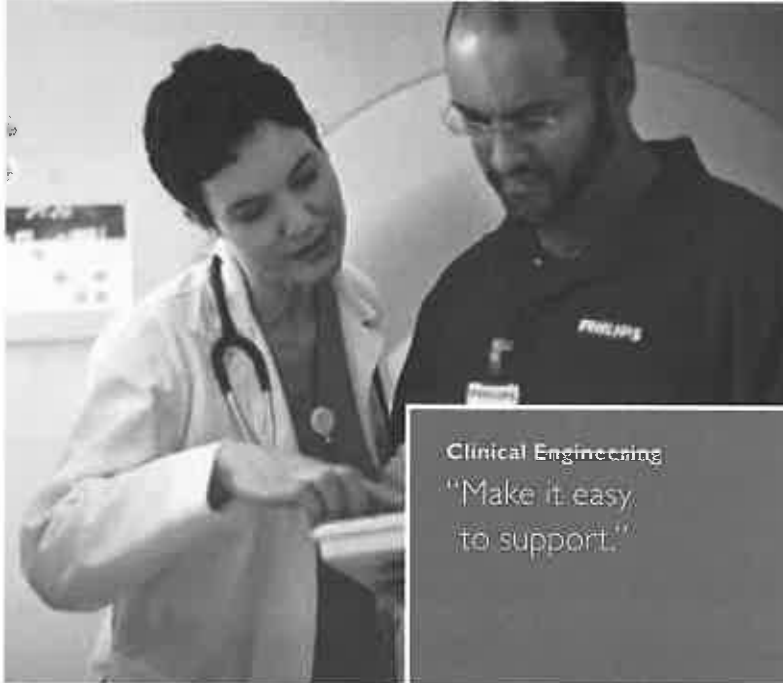
PHILIPS



You'll love
the Vue

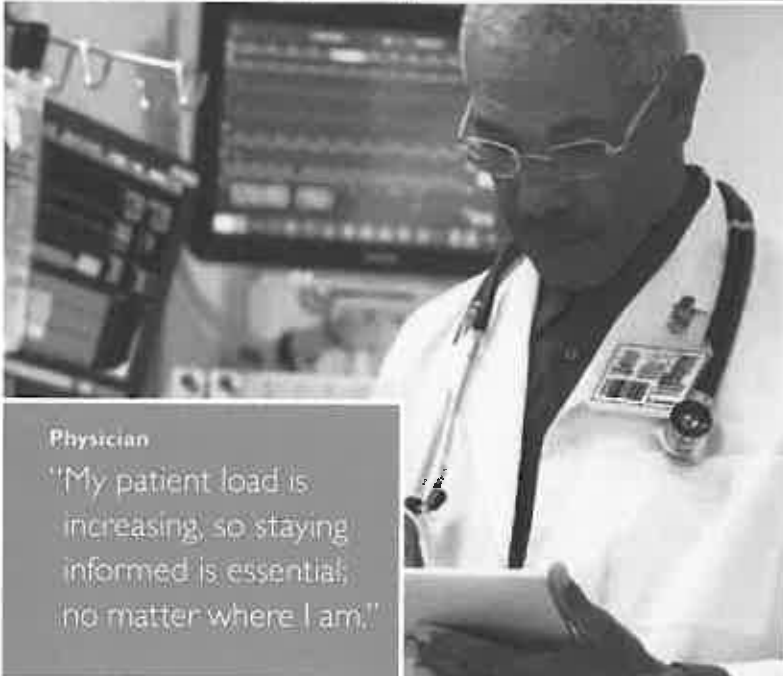
Philips IntelliVue
Information Center iX

PHILIPS
sense and simplicity

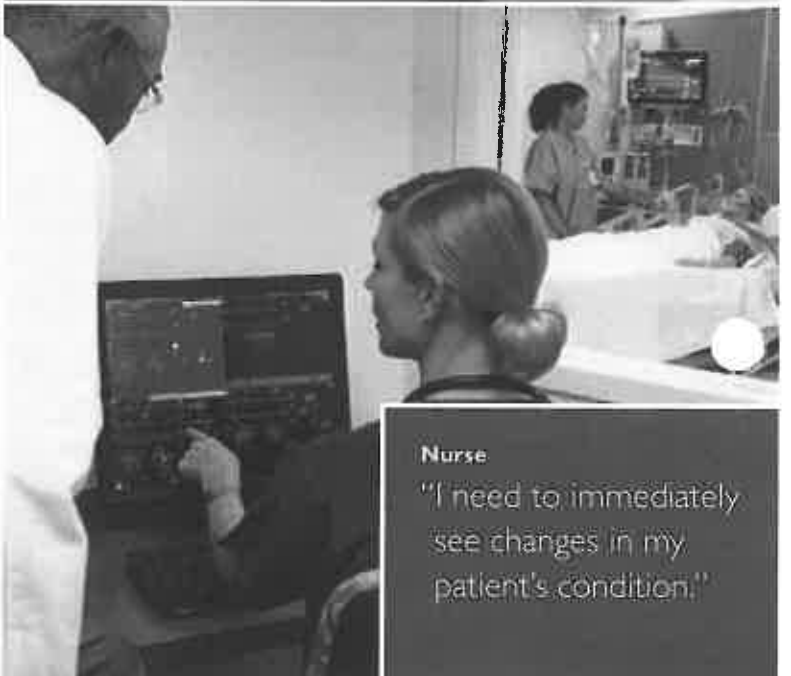


Clinical Engineering
"Make it easy to support."

IT Director
"It has to fit into our IT infrastructure and integrate easily with our EMR and HIS."



Physician
"My patient load is increasing, so staying informed is essential, no matter where I am."



Nurse
"I need to immediately see changes in my patient's condition."



CFO
"I want to invest in a trusted vendor who will deliver results."



CEO
"I want a solution that supports our hospital mission around quality patient care."

Philips IntelliVue Information Center iX

Not just a new look, a new experience

A powerful, real-time central monitoring system that offers your hospital easy access to information and a rich experience – Philips IntelliVue Information Center iX (PIIC iX).

The IntelliVue Information Center iX provides real-time monitoring, rich review applications, and clinical decision support tools at your fingertips. It provides nurses with a clear view of every patient's status. For the physician, it enables access to timely patient monitoring information where and when it's needed. It meets IT's demands for a secure, standards-based solution that fits into existing infrastructure and communicates with hospital information systems. It provides clinical engineering with a system that's easy to install and maintain. And it provides hospital administration and purchasing a platform that is designed to keep pace with healthcare, technology, and regulatory changes in the future.

Most important, PIIC iX helps your organization deliver on the most important mission of all – providing quality patient care. Experience the IntelliVue Information Center iX.



A snapshot of monitoring data personalized to each patient is yours at a glance.

Simplify your view with IntelliVue Information

If you already use Philips IntelliVue patient monitors, the PIIC iX will seem instantly familiar. With a user interface that is harmonized with the IntelliVue monitor, it's easy to learn and simple to use. Bright, well-organized screens offer an intuitive presentation of data, simple commands, and easy-to-interpret alarms.

Streamline workflow

Philips industry leading patient transfer model just got even more powerful - the clinician just takes the patient and X2 transport monitor and goes – the patient history is automatically transferred to the new unit with no steps to remember. Philips PIIC iX also simplifies clinical workflow by giving nurses the power to do more at the bedside, including admitting patients from the hospital ADT system and assigning nurses and equipment to patients.

Set up your system, your way

Now you can quickly view, interpret, and take action based on relevant, meaningful clinical information. You can configure the IntelliVue Information Center iX to display real-time monitoring data personalized to each patient's clinical condition. Choose waveforms, numerics, Horizon Trends, and/or a STEMI Limit Map (also referred to as STE Map) – whatever's most important to you and your patient for up to 32 patients on a single information center. Dual display option enables you to see more information for each patient.

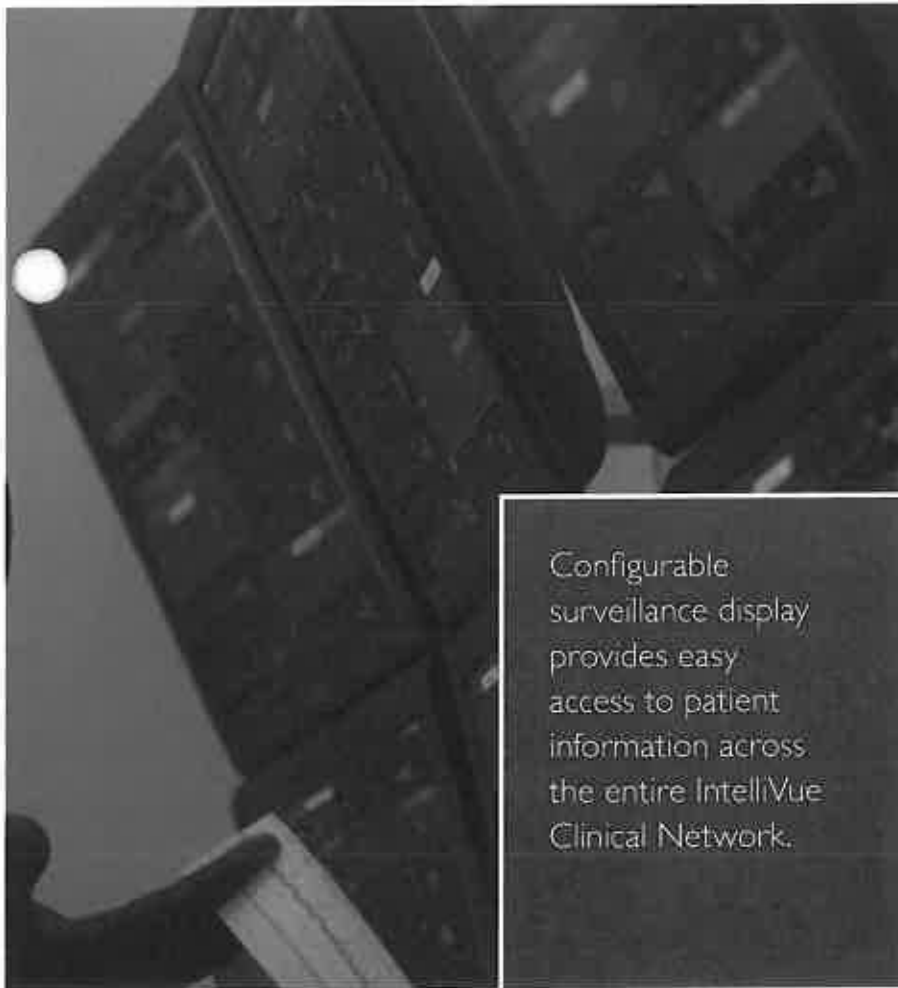
Know more, know sooner

The sooner you know about changes in an Acute Coronary Syndrome (ACS) patient's status, the more you can do to provide the best possible care. New ST/AR ST elevation alarms alert clinicians when a patient has ST elevation in two contiguous leads of ECG thus supporting the practice standard of continuous ST-segment monitoring. The combination of the ST elevation alarms and the STEMI Limit Maps help support early identification, evaluation, and treatment of ACS patients.

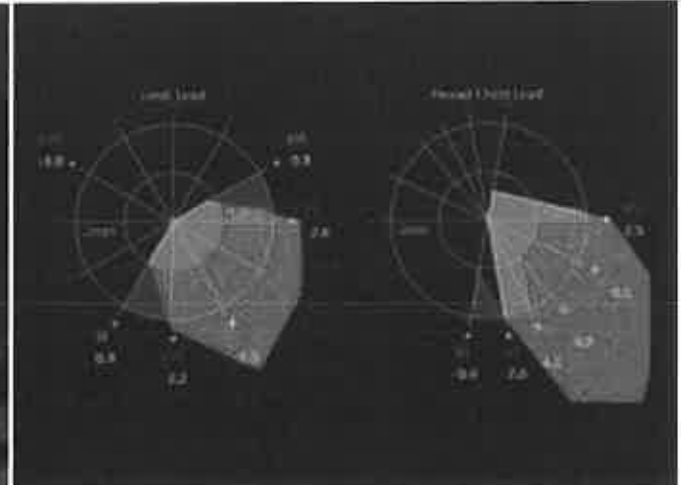


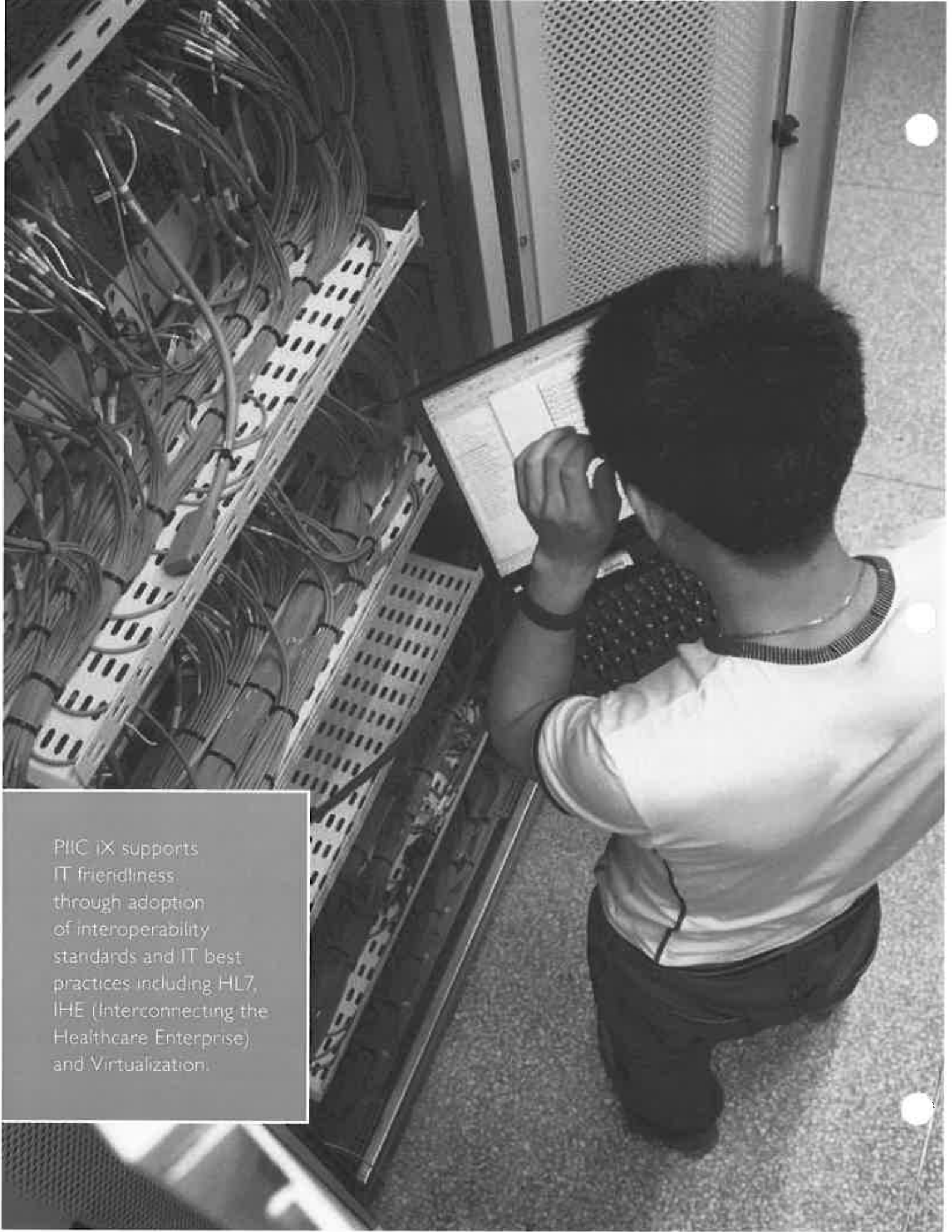
Center iX

STEMI Limit Map shows ST elevation limit alarms in red for easy visualization, which helps support early identification, evaluation, and treatment of ACS patients. PIC iX lets you monitor trends to track and see changes in your patients' clinical conditions.



Configurable surveillance display provides easy access to patient information across the entire IntelliVue Clinical Network.





PHC IX supports IT friendliness through adoption of interoperability standards and IT best practices including HL7, IHE (Interconnecting the Healthcare Enterprise) and Virtualization.

A standards-based solution for enhanced interoperability

PIIC iX interfaces with your HIS applications and EMR, and interoperates with your enterprise architecture. So your clinicians have immediate access to the relevant information they need, when and where they need it.

This open, standards-based system supports a shared IT infrastructure to help you make the most of your existing network and hardware investments. It enables IT best practices including server virtualization on your own hardware and VM clustering to maintain high availability, improve uptime, and control costs. A routed/ Layer 3 solution for wired and 802.11 monitor networks supports use of your own clinical network, if you so choose. And our client-server architecture supports IT best practices.

Interfacing clinically rich information

With wave strip export and report distribution, IntelliVue Information Center iX enables you to incorporate critical ECG data and other reports with your EMR. This gives clinicians more timely access to ECG wave strips and reports that they can view in context with other valuable clinical information. A new lab data interface supports Philips industry exclusive Sepsis ProtocolWatch solution.

Make informed clinical decisions

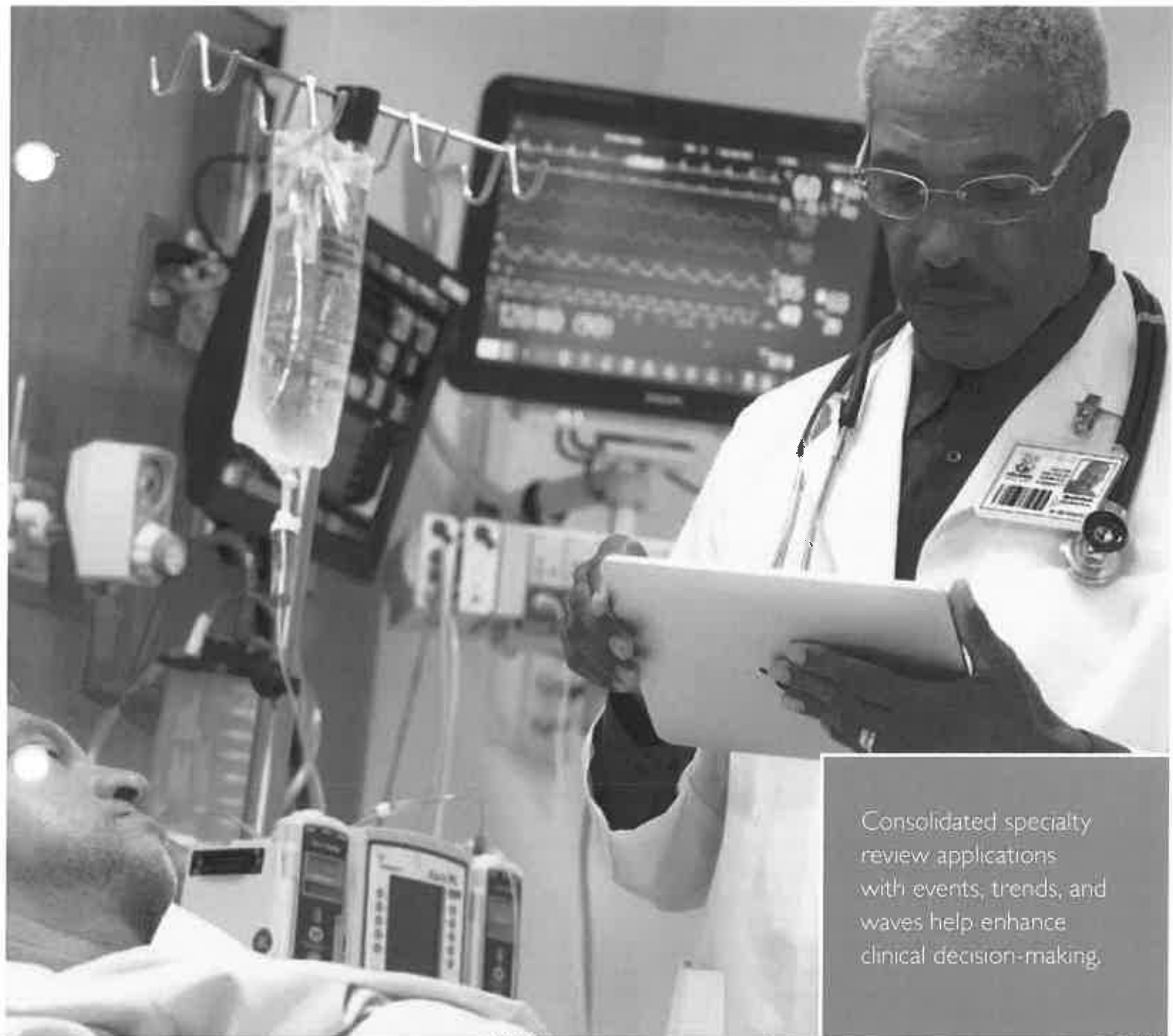
Wherever you are – in the hospital, at home, or on the road – you have access to the patient information you need to make informed clinical decisions via Web and iPad® access. IntelliVue Information Center iX offers virtually anywhere, anytime access to key patient monitoring information.

You can access your patient's entire patient monitoring history across the continuum of care – from ED, OR, ICU, to Progressive Care. With one primary server connecting the entire clinical network, you can now look at your patients and their history no matter where they are or where they've been on the IntelliVue Clinical Network.

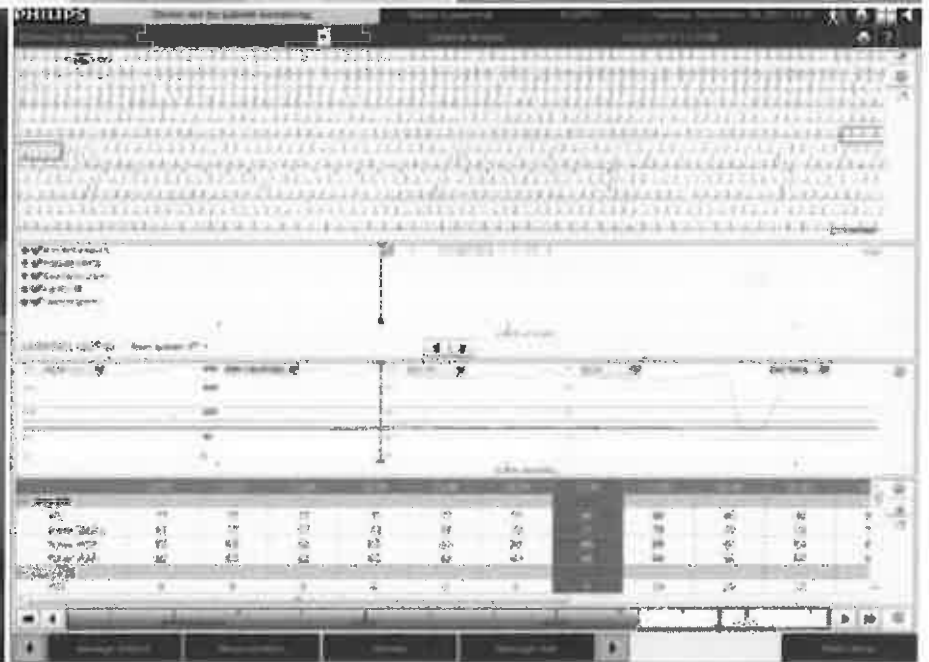
PIIC iX provides easy access to clinical data including review applications with up to seven days full disclosure. It also automatically stores full disclosure data for up to seven days post-discharge.

Configure alarm settings to meet hospital protocols, and support hospital research on alarming and sentinel events with an Alarm Audit Log (also referred to as Audit Log).





Consolidated specialty review applications with events, trends, and waves help enhance clinical decision-making.



Stay connected to your patients with IntelliVue

Now you can use IntelliVue Information Center iX to follow your patients through the entire continuum of care with the Philips family of networked IntelliVue Patient Monitors.

Coordinated. It starts at the bedside with Philips IntelliVue MX series and MP series patient monitors. The MX series monitors combine a highly configurable, widescreen monitor with an optional built-in PC – to offer you a real-time view of your patients' vital signs, along with a wealth of clinically relevant information from your hospital's information systems and applications.

Portable. Use the IntelliVue X2 patient monitor and your choice of wireless networks – either 1.4 GHz Smart-hopping or 802.11 – to monitor your patients and record their relevant physiological data as they're transported from one unit to the next. And with wireless connectivity through the enterprise, the IntelliVue X2 with PIIC iX can support continuous data, so there are no data gaps during transport episodes.

Mobile. Once your patients move to progressive care, you can count on the IntelliVue MX40 Wearable Patient Monitor. This lightweight, portable device allows ambulatory patients the freedom to move around the care unit while being monitored.



IntelliVue MX800



IntelliVue MP30



IntelliVue X2



IntelliVue MX40

Learn more. Philips IntelliVue Information Center iX is more than a central station. It's an information hub. It consolidates large amounts of detailed, physiological data from patient monitors and devices, to give you a clear, simple view of patient status – virtually anywhere, anytime. It sends physiological data and events to EMRs and paging devices. And this information is not only available at a central station location, but in distributed locations via iPad[®] and Web.

To learn more, visit philips.com/IntelliVuePIICiX or contact your sales representative.



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IntelliVue to go

IntelliVue MX40 wearable patient monitor

PHILIPS
sense and simplicity

Freedom of movement

Real time, real mobility

Get ready to go. You've never seen anything like the Philips IntelliVue MX40, which combines the benefits of IntelliVue patient monitoring and telemetry into a single, compact wearable monitor. With continuous ECG monitoring and optional pulse oximetry, the IntelliVue MX40 keeps progressive care patients of various acuity levels monitored wherever they go within the hospital.

IntelliVue through and through

The device is harmonized with the rest of the IntelliVue family for ease of training and use. The IntelliVue Information Center is an integral part of the IntelliVue MX40 solution.

Simple identification verification

Proper patient and equipment identification is essential. Patient demographic information is displayed to make sure the IntelliVue MX40 is assigned to the right patient, providing a valuable verification check after admission to the IntelliVue Information Center.

More in touch

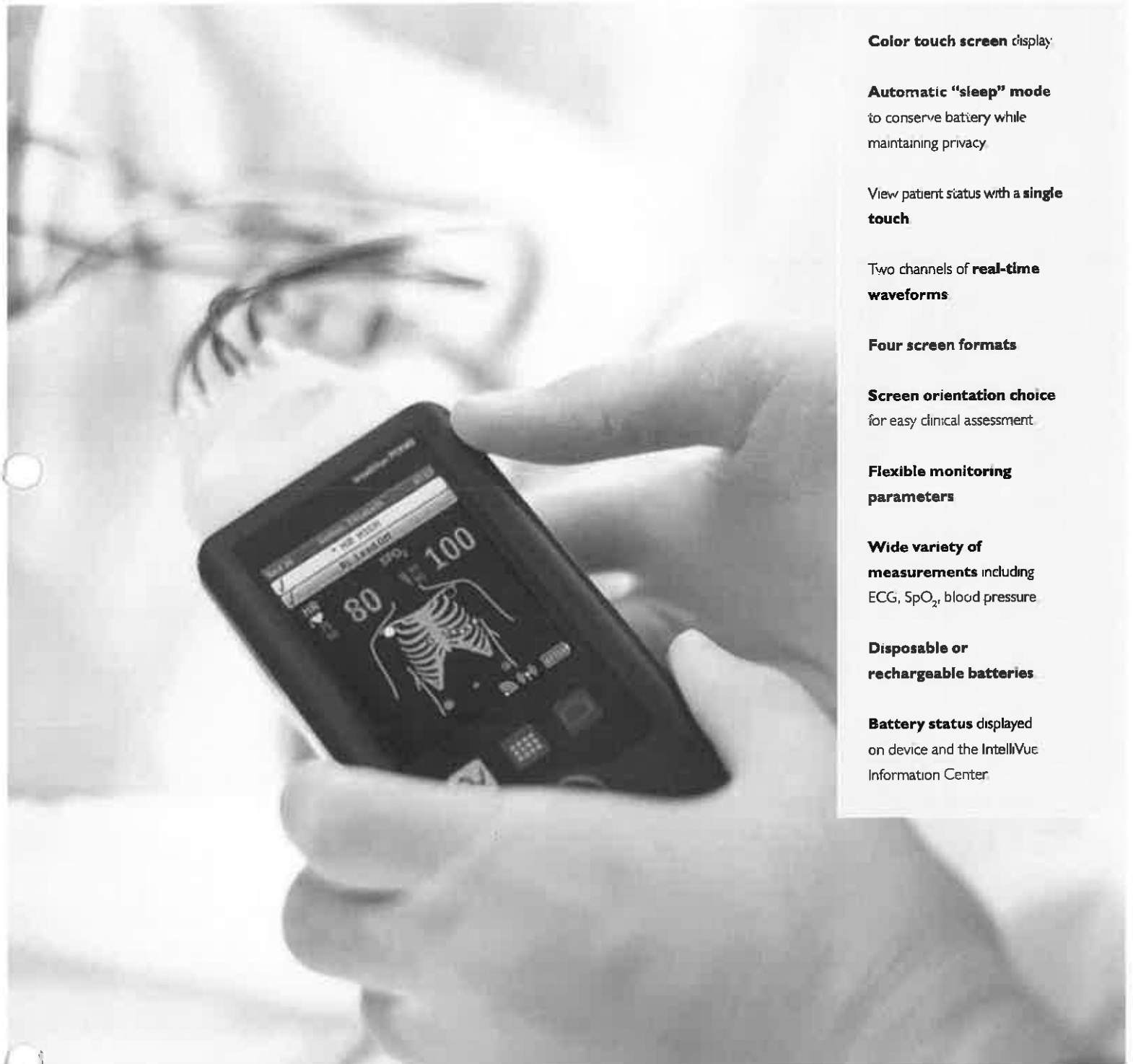
Just a single touch of this color screen and you can view a wide variety of measurements at a patient's side. It incorporates the benefits of the advanced technology, intelligent design, and innovative features you expect from Philips in a device that is light enough and small enough to be comfortably worn by your ambulatory patients. Respond to and verify alarms, or maintain a calm, quiet environment. Choose screen formats that work for you and your institution. With the IntelliVue MX40, it's easy.



Get personal

IntelliVue MX40 incorporates the benefits of the advanced technology, intelligent design, and innovative features you expect from Philips in a device light enough and small enough to be comfortably worn by your ambulatory patients.

Viewing information at the patient's side gives every caregiver access to the most current patient status to help enhance care.



Color touch screen display

Automatic “sleep” mode
to conserve battery while
maintaining privacy

View patient status with a **single touch**

Two channels of **real-time waveforms**

Four screen formats

Screen orientation choice
for easy clinical assessment

Flexible monitoring parameters

Wide variety of measurements including
ECG, SpO₂, blood pressure

Disposable or rechargeable batteries

Battery status displayed
on device and the IntelliVue
Information Center



The color touchscreen display "sleeps" to conserve battery life and provide patient privacy, yet can be activated with the touch of a button to allow viewing by caregivers.



Alarms when you need them

Appropriate alarming for your environment

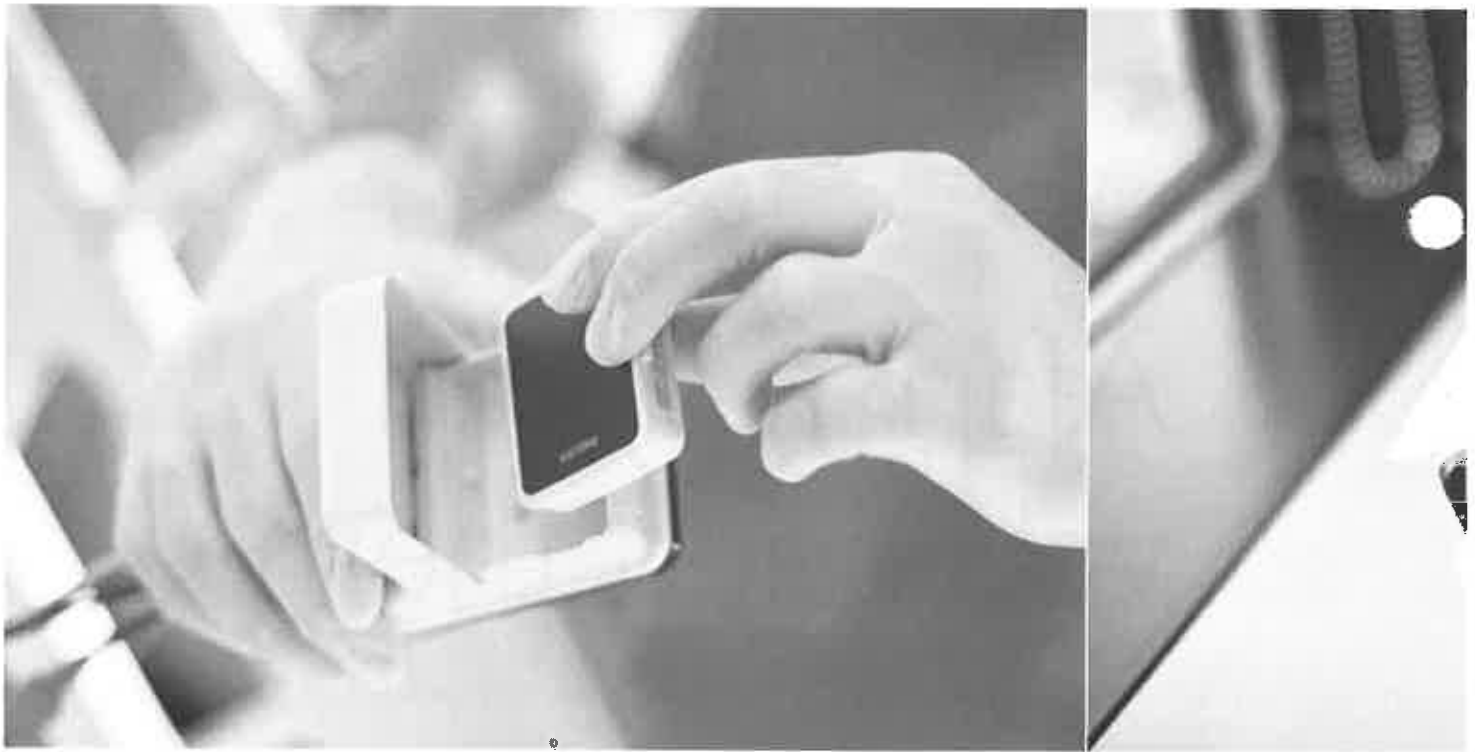
The IntelliVue MX40 displays alarms for ECG, SpO₂, and non-invasive blood pressure. Clinicians can respond to and verify alarms or maintain a calm, quiet environment for the patient. This flexibility supports alarm management policies suited to various clinical environments, without the need for additional equipment.

Add measurements without adding cables

The IntelliVue MX40 monitor offers the clinical and technical advances to help you streamline workflow and enhance care, while allowing your patients the freedom to roam. By connecting via short-range radio technology to IntelliVue Cableless Measurements, you can add non-invasive blood pressure or pulse oximetry without the hassle of additional cables and tripping hazards.

Just one touch

With just a single touch, you can view current alarm settings, alarm histories, vitals trends, or activate the monitor from “sleep” mode.



Supports your goals

IntelliVue MX40 helps support your efforts to reduce cross-contamination and supports green initiatives.

Reducing the risk of HAI

The IntelliVue MX40 was designed with cleaning and infection prevention in mind. It begins with a unique external connector that reduces collection of soil and liquids. The device itself is smooth, allowing easy wiping, while the case material supports cleaning by a variety of standard low- to high-level disinfectants, including periodic sterilization. Philips offers reusable lead sets to meet hospital needs.

Sustainable

The device also provides a flexible battery choice: disposable AA batteries or a rechargeable lithium ion battery. Using rechargeable lithium ion batteries reduces overall landfill waste caused by disposable batteries, which helps to support a greener environment. Choosing lithium ion batteries also allows you to reduce the added cost of purchasing batteries.



The IntelliVue MX40 is water tight (to IPX7) and able to withstand accidental water immersion, showering, and cleaning.



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Please visit www.philips.com/IntelliVueMX40



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PHILIPS

IntelliVue

MX450 and MX500
patient monitors

Keeping pace
with your point of care

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This image is a stylized representation of the original.

One intuitive view

at the point of care

Having comprehensive patient information at a glance can make a real difference when multiple patients and priorities demand your attention. Your monitoring also needs to change with patient acuity, and, be able to withstand the rigors of in-hospital transport.

It is with this in mind that we designed the IntelliVue MX450 and MX500 to monitor a wide, flexible range of vital signs and relevant patient data, while giving you portability when needed. Whether you are in the ICU or on a sub-acute floor, the MX450 and MX500 monitors offer you the same high standard of patient monitoring you already associate with the rest of our IntelliVue family.



See it clearly and quickly

It is important to be able to find what you need right away. The 12" touchscreen of the IntelliVue MX450 and MX500 make that easy. You will also recognize the familiar, easy-to-use interface from your existing IntelliVue monitors. This consistency makes training and use as simple as possible.



Whether you are examining the patient, with maximum illumination, or allowing the patient to rest with room lights dimmed, you won't have to bother about adjusting the monitor's display brightness. The display, with its ambient light sensor, automatically adjusts screen brightness to maintain readability in nearly any lighting environment.



The monitors also have built-in Advanced Clinical Solutions that provide tools to summarize and visualize complex clinical data and their interactions. Multiple streams of information come together in one, intuitive view.



Ambient light adjustment is just part of why the IntelliVue MX450 and MX500 are both excellent solutions for critical care settings. The display of the IntelliVue MX450 or MX500 can adapt automatically as more natural light comes into the ICU from outside. This supports care delivery with a focus on the patient's natural sleep-wake cycle, with studies describing patients enjoying an overall better experience during their recovery.

The display can also dim to minimum brightness when the unit's lights are turned off at night, so patients are not disturbed by unnecessary light. This can contribute to a much-needed good night's sleep – alleviating some of the stress of being a patient in an ICU.



Addressing the **changing needs** of healthcare

Like clinicians the world over, you rely on accurate, real-time physiological patient data when making decisions. In the dynamic, demanding environment of today's healthcare, the scope of that data is constantly evolving. The return on your hospital's considerable investment in an EMR relies on sharing data between clinical information systems, helping to contribute to the comprehensive availability of that data.

Make the most of your EMR

The IntelliVue MX450 and MX500 work to enhance your investment by helping reduce cost and complexity when connecting bedside devices to your EMR. If you are using the optional IntelliVue XDS software, you can even view the patient monitor remotely, while accessing the patient's record simultaneously on the EMR.

The IntelliBridge device interfacing on the IntelliVue MX450 and MX500 provide an efficient point of interfacing² for ventilators and other devices at the bedside and during in-hospital transport³. Clinical data from the monitor and other linked bedside devices are combined into a single HL7 message stream. Even alarm strips captured as electronic documents during in-hospital transport can be transferred using a document import interface provided by the EMR.

The result is reliable, standards-based interfacing, without the need for a separate device concentrator, a data consolidation server, with the associated licensing contracts, and complications for your workflow. With the intuitive view of all available patient information this can make possible, you can make decisions with confidence.



Fit monitoring around workflows

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Today your workflows need to adapt in the blink of an eye. The IntelliVue MX450 and MX500 can be scaled to cover most critical care monitoring requirements as levels of patient acuity change. Both devices support the IntelliVue MMS Multi-Measurement Module, IntelliVue MMS X2 Multi-Measurement Module, and the MMS extensions. The MX500 can also accommodate specialty measurements via up to three single/double-width parameter modules.

Take monitoring with you

Environments that have large variability in acuity, such as the ED, step-down, conscious sedation, and the NICU, can be tough on patient monitors. The IntelliVue MX450 and MX500 are optimized for these specialized clinical environments and workflows. With their built-in handles and standard battery operation, these monitors are rugged enough to cope with demanding in-hospital transport – and compact enough to be easy to handle. The optional Philips quick-release mount allows you to unfasten either of these monitors from a bedside mounting in seconds, to secure to the bed or gurney or trolley, using our optional and lightweight bed hanger mount developed exclusively for the IntelliVue MX series.



Supporting your infection-control protocols

We've engineered the IntelliVue MX450 and MX500 with infection control in mind. They are simple to clean because of the smooth surfaces, minimal seams, and sturdy material approved for use with a variety of tested disinfecting agents.⁴

As with all IntelliVue monitors, these monitors have no hard drive and use passive cooling. That means no fan blades that are likely to accumulate and distribute pathogens, helping you in your battle against hospital acquired infections.



¹ Stuck, A., Clark, M.J. & Connelly, C.D. (2011) Preventing intensive care unit delirium: a patient-centered approach to reducing sleep disruption. *Dimensions of Critical Care Nursing* Nov-Dec:30(6):315-20
² Requires IntelliBridge interface port(s). On the IntelliVue MX450 you can add up to two interfaces as expansion boards. On the IntelliVue MX500 you can use any combination of IntelliBridge EC10 modules or expansion boards, for a total of up to two device interfaces. For device compatibility, refer to latest IntelliBridge EC10 external device compatibility list.

³ Wireless data transfer to EMR via Philips IntelliVue Information Center (PIIC) or Philips IntelliVue Information Center IX (PIIC IX)

⁴ Refer to the IntelliVue Patient Monitoring Instructions for Use for a detailed list of approved cleaning agents.



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4522 991 09561 * JUL 2015

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Trusted transmission of life-critical data

Philips IntelliVue Clinical Network

Clinicians rely on information from Philips IntelliVue patient monitors. Lives depend on getting delivery of life-critical, patient monitoring data to the clinician wherever they are. You can depend on Philips networking solutions to deliver this information securely and efficiently. We also understand that one size does not fit all hospital IT environments. The IntelliVue patient monitoring network, known as the IntelliVue Clinical Network (ICN), offers a range of possibilities, both wired and wireless, that you can customize to meet both your clinical and IT needs. Philips networking solutions don't force you to compromise your IT networking policies to meet your clinical needs.

Key advantages

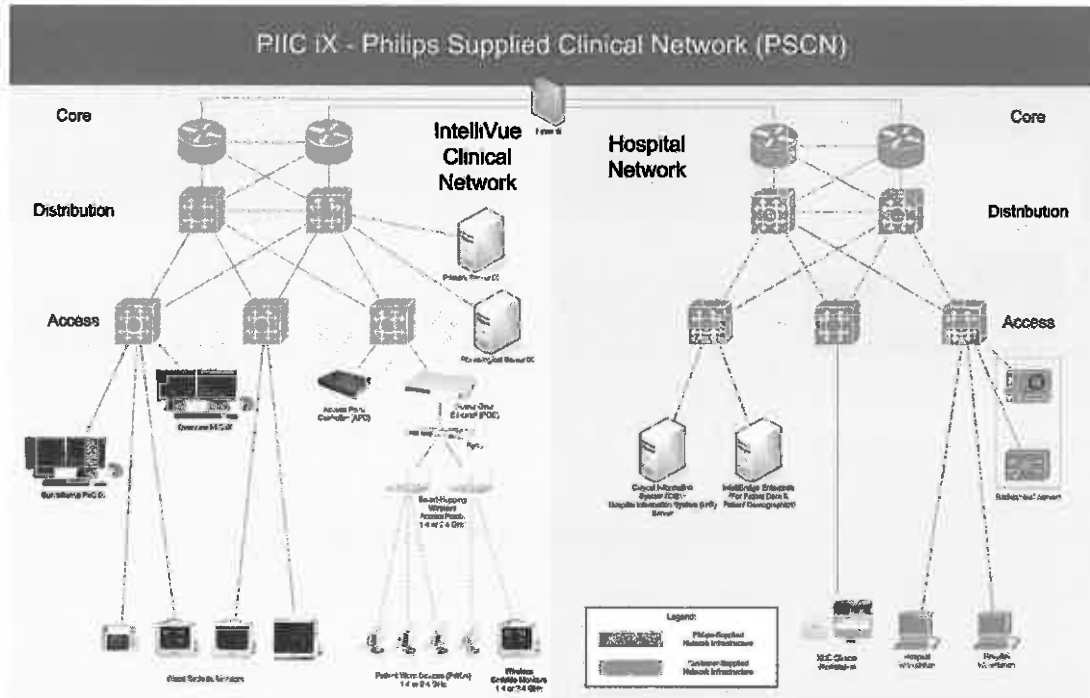
- Network solutions with the flexibility to fit your IT strategy
- Cost-effective, high-quality in-house solutions
- Simple and trusted turnkey solutions

PHILIPS

Industry Standard Solutions

The use of electronic medical records and clinical decision support systems has made the flow of patient monitoring information a key part of healthcare IT. As a trusted partner in hospitals around the world, Philips works to provide success in the delivery of life-critical information and to support wider access to patient monitoring information, allowing for easier interfacing and automation for the analysis of clinical data. The Philips IntelliVue Clinical Network (ICN) is a proven, LAN-based patient monitoring network that can fit your IT strategy with a turnkey, Philips-Supplied Clinical Network or by incorporating our network components with your existing IT infrastructure.

Philips IntelliVue monitoring on a Philips network



For the Philips Supplied Clinical Network, Philips provides all the components to create the IntelliVue clinical network, with a fully engineered and proven solution.

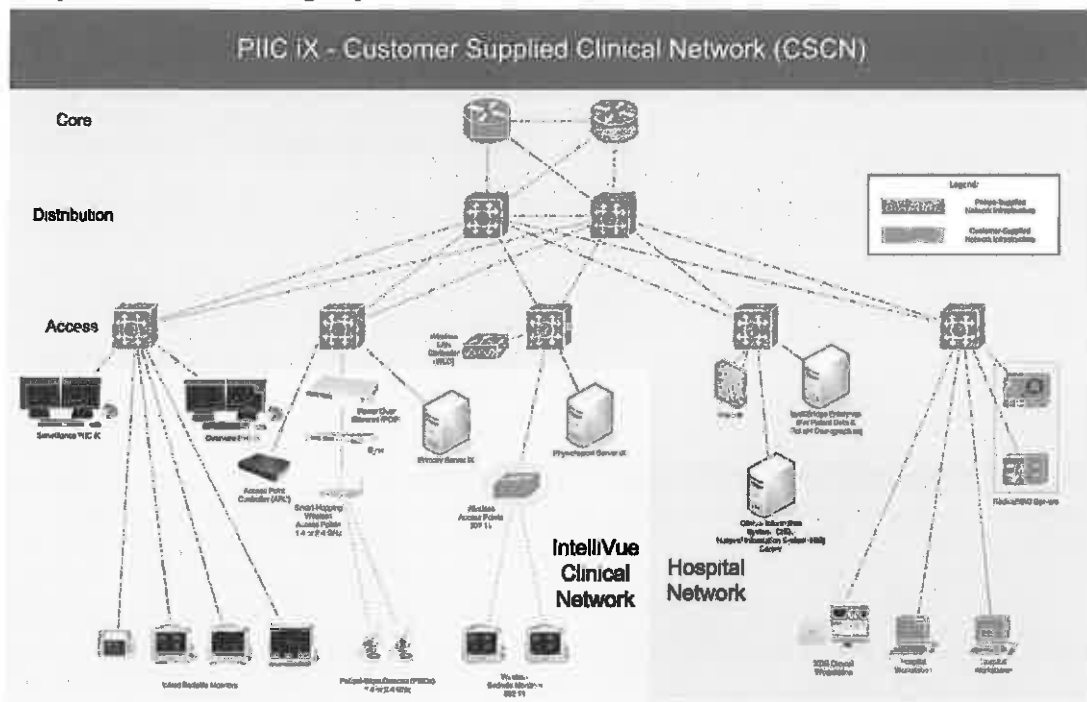
- Philips offers a simple and trusted wired solution, using routers and switches from leading suppliers like Cisco and HP, to meet the needs of life-critical patient monitoring.
- For wireless access we use proven Smart Hopping technology to keep downtime and maintenance requirements low.

The Philips provided network is ideal for IT departments looking for a turnkey solution. You can rely on our staff and resources to design, install, test, maintain and support your monitoring network, as we've done in hundreds of hospitals.

Your advantages

- Philips provides peace of mind by handling life-critical data and alerts
- Designed and engineered by Philips to simplify implementation and scaling
- Depending on your location, Philips may provide comprehensive services from design through implementation
- You only need a single purchase order for all the Philips components

Philips IntelliVue monitoring on your network



For a Customer Supplied Clinical Network (CSCN), the hospital IT department provides the network infrastructure, and Philips provides IntelliVue patient monitors and system components. The hospital assumes responsibility for transmission of life-critical data.

- The IntelliVue Clinical Network uses standard 802.3 Ethernet wired networks. Due to the critical nature of patient monitoring data, the IntelliVue Clinical Network requirement is to remain isolated from the rest of the hospital network as a separate virtual LAN (VLAN).
- The IntelliVue Clinical Network supports **Wireless MultiMedia (WMM)**, a **Quality of Service (QoS)** standard to prioritize transmitting patient monitoring data across the network in near real time.
- The IntelliVue Clinical Wireless Network supports security with **WPA2-enterprise** authentication and advanced encryption (AES).
- The Customer Supplied Clinical Network supports Data Center deployment of servers, including virtualized servers.

For IT departments with the staff, know-how and resources to manage their own clinical network, we can provide guidance on how to enhance patient care.

You take responsibility for installing and maintaining the IntelliVue Clinical Network as part of your own infrastructure. Available since 2004, the CSCN has a worldwide customer base.

Your advantages

- Coexists on existing infrastructure to support network convergence policies
- Supported by the hospital's IT department and network management tools to reduce maintenance costs
- Flexibility and freedom in the choice of network hardware, management staff, tools and strategy
- Philips detailed implementation guide is easy to understand and field-tested by customers

Service and Support

We offer many additional services (geography dependent), such as helping customize your infrastructure for IntelliVue monitors, performing RF surveys to prepare for 802.11, and consultations for design and implementation.

Philips Supported Clinical Network (PSCN)

Standalone, dedicated infrastructure for patient monitors

Simple "set and forget" network

Philips is responsible for maintaining life-critical data on the network

Customer-supplied clinical network (CSCN)

Virtual Local Area Network (VLAN) creates a subnet for patient monitors on the existing infrastructure

Hospital is responsible for designing, managing and supporting the network including IntelliVue clinical networking components

The hospital is responsible for life-critical data on the network



Please visit www.philips.com/ICN.



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Leading with Choice

IntelliVue Clinical Wireless Networking

IntelliVue Clinical Wireless Networking Options

The IntelliVue patient monitoring solution supports a choice of wireless networking: IntelliVue Smart-hopping¹ or 802.11a/b/g in a common deployment for Philips bedside monitoring and ambulatory patient monitoring.

Which Wireless Network is Right For You?

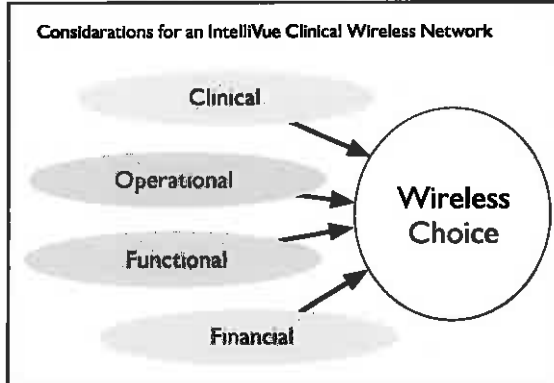
Due to the nature of radio frequency and the many variables that can affect wireless communication, occasional signal loss cannot be prevented². To choose a wireless technology you must first consider how a momentary loss of signal can impact patient monitoring, the expectations of the clinical staff, and the risk management policies of the hospital³.

- **When wireless is optional:** In units where wireless bedside monitors are used, the clinical workflow is typically in the room at the bedside. Wireless communication to the central station is complementary as the primary alarming is performed at the bedside.
- **When wireless is required:** In units where ambulatory patient monitors are used, the clinical workflow is typically at the central station. Wireless communication to the central station is required as that is the primary alarming notification device.

Considerations

Though there is no right or wrong choice in selecting between IntelliVue Smart-hopping or 802.11a/b/g, you should consider these 4 aspects:

- **Clinical** – how well does the solution meet the needs and expectations of the clinicians
- **Operational** – how well does the solution align with your maintenance and support strategy
- **Financial** – how well does the solution perform as an investment to support your operational goals
- **Functional** – how well does the solution support the clinical practice and workflow



The list in this document compares the two options available for IntelliVue Clinical Wireless Networks, to help you make an informed choice, based on these 4 key considerations. Use the tick boxes to mark your preferences. The column with the highest number of tick marks indicates which option might be appropriate for your needs.

Please note the intention of this list is to help the discussion, not to make the choice for you.

PHILIPS

Clinical Considerations

IntelliVue Smart-hopping

- Clinicians accept few gaps in physiological monitoring data (ECG waves); seamless roaming supported
- Clinicians need predictable performance for audible alarms, real-time surveillance (waves) and trend data
- Philips takes the responsibility and performs risk management for the wireless network

IntelliVue WLAN (802.11a/b/g)

- Clinicians accept unavoidable gaps in physiological monitoring data (ECG waves); seamless roaming not supported
- Clinicians need high priority QoS and proper network management (as defined by IEC 80001³)
- The hospital takes responsibility and performs risk management³ for the wireless network

Operational Considerations

IntelliVue Smart-hopping

- Proprietary, medical device solution supported by Philips
- Typically managed by hospital biomed (biomed/clinical skills required)
- Minimal interaction necessary

IntelliVue WLAN (802.11a/b/g)

- Commercial, multi-use network, owned by the hospital⁴
- Typically managed by hospital IT (advanced networking skills required)
- Continuous, mission-critical management necessary

Financial Considerations

IntelliVue Smart-hopping

- High initial equipment cost; considered a cost of the IntelliVue solution
- Low maintenance costs, due to slower technological evolution

IntelliVue WLAN (802.11a/b/g)

- Lower initial equipment cost (assuming the network is already in place); considered a cost of the hospital IT infrastructure
- High maintenance costs, due to rapid technological evolution, and need for replacement

Functional Considerations

IntelliVue Smart-hopping

- Up to 4 physiological waves available for real-time surveillance and storage with PIIC.
- Although the PIIC iX stores 3 ECG leads for IntelliVue bedsides, and up to 4 ECG leads for MX40 (excluding MCL), more leads may be derived and available for display. For example, if leads I, II, and Va are received, the PIIC iX can provide 7 waves: I, II, III, aVL, aVF, aVR, and Va
- Up to 30 numerics trended with PIIC; up to 64 numerics trended with PIIC iX
 - Beat labeling is only available on the PIIC/PIIC iX for the IntelliVue MX40
 - Beat labeling is not available on the PIIC/PIIC iX for IntelliVue bedside monitors

IntelliVue WLAN (802.11a/b/g)

- Up to 8 physiological waves available for real-time surveillance with PIIC, and up to 4 physiological waves available for storage with PIIC.
- PIIC stores up to 8 physiological waves per IntelliVue monitor; up to 4 physiological waves with MX40⁵.
- Up to 17 physiological waves are available for real-time surveillance with PIIC iX.
- Although the PIIC iX stores 3 ECG leads for IntelliVue bedsides, and up to 4 ECG leads for MX40 (excluding MCL), more leads may be derived and available for display. For example, if leads I, II, and Va are received, the PIIC iX can provide 7 waves: I, II, III, aVL, aVF, aVR, and Va
- Up to 30 numerics trended with PIIC; all available numerics trended with PIIC iX
 - Beat labeling is available on the PIIC/PIIC iX for and IntelliVue MX40⁵ and IntelliVue bedside monitors

Functional Considerations (continued)

IntelliVue WLAN (502.11a/b/g)

| | |
|--|--|
| <p><input type="checkbox"/> For IntelliVue bedside monitors, the PIIC/PIIC iX can remotely control</p> <ul style="list-style-type: none"> • Silence • Monitor standby • NBP start/stop | <p><input type="checkbox"/> For IntelliVue bedside monitors, the PIIC/PIIC iX can remotely control</p> <ul style="list-style-type: none"> • Silence • Monitor standby • NBP start/stop • Relearn • Arrhythmia controls • HR limits • Suspend • Alarm limits • Equipment management (PIIC iX only) |
| <p><input type="checkbox"/> Arrhythmia events are not available for trending on the PIIC/PIIC iX</p> | <p><input type="checkbox"/> Arrhythmia events are available for trending on the PIIC/PIIC iX</p> |
| <p><input type="checkbox"/> View and print reduced ECG lead reports using EASI⁶ and/or Hexad⁷ on the PIIC/PIIC iX.</p> | <p><input type="checkbox"/> View and print reduced ECG lead reports using EASI⁶ and/or Hexad⁷ on the PIIC/PIIC iX</p> |
| <p><input type="checkbox"/> Cannot initiate diagnostic 12-lead reports from PIIC/PIIC iX, or print diagnostic 12-lead reports initiated at an IntelliVue bedside monitor⁸</p> | <p><input type="checkbox"/> Can initiate diagnostic 12-lead reports from the PIIC/PIIC iX, or print diagnostic 12-lead reports initiated at an IntelliVue bedside monitor⁸</p> |
| <p><input type="checkbox"/> Supports printing of PIIC/PIIC iX reports only. Reports sourced from IntelliVue bedside monitors are not supported</p> | <p><input type="checkbox"/> Supports printing of PIIC/PIIC iX reports and reports sourced from IntelliVue bedside monitors</p> |
| <p><input type="checkbox"/> ECG data is available on the PIIC/PIIC iX at 125 samples per second</p> | <p><input type="checkbox"/> ECG data is available on the PIIC/PIIC iX at 250 samples per second</p> |
| <p><input type="checkbox"/> Central monitoring of MRx defibrillator on the PIIC/PIIC iX is supported</p> | <p><input type="checkbox"/> Central monitoring of MRx defibrillator is not supported</p> |
| <p><input type="checkbox"/> ST complexes are available on the PIIC/PIIC iX for the IntelliVue MX40</p> <p><input type="checkbox"/> ST and QT complexes are not available on the PIIC/PIIC iX for IntelliVue bedside monitors.</p> | <p><input type="checkbox"/> ST and QT complexes are available on the PIIC/PIIC iX for both IntelliVue bedside monitors and IntelliVue MX40</p> |
| <p><input type="checkbox"/> Up to 7 simultaneous alarms transmitted</p> | <p><input type="checkbox"/> All simultaneous alarms transmitted</p> |
| <p><input type="checkbox"/> Short-range radio supported</p> | <p><input type="checkbox"/> Short-range radio supported⁹</p> |
| <p><input type="checkbox"/> The overview of IntelliVue MX40 patients is supported on IntelliVue bedside monitors¹⁰</p> <p><input type="checkbox"/> Does not support bed-to-bed overview between IntelliVue bedside monitors</p> | <p><input type="checkbox"/> Supports bed-to-bed overview between IntelliVue bedside monitors, including overlooking IntelliVue MX40 patients from an IntelliVue bedside monitor¹⁰</p> |
| <p><input type="checkbox"/> The alarm reflector for IntelliVue MX40 patients is supported on IntelliVue bedside monitors¹⁰</p> <p><input type="checkbox"/> Does not support the alarm reflector feature between IntelliVue bedside monitors</p> | <p><input type="checkbox"/> Supports the alarm reflector feature between IntelliVue bedside monitors, and alarm reflectors for IntelliVue MX40 patients</p> |
| <p><input type="checkbox"/> Device location (optional) integrated into the PIIC/PIIC iX including an INOP for "Out of Area"</p> | <p><input type="checkbox"/> Device location not supported</p> |
| <p><input type="checkbox"/> Up to 6 parameters from IntelliBridge or VueLink available to trend for HL7 exports</p> | <p><input type="checkbox"/> All parameters from IntelliBridge or VueLink are available for HL7 export</p> |

Total tick marks  in this column

Total tick marks  in this column

| | IntelliVue Smart-hopping | | IntelliVue WLAN (802.11a/b/g) | |
|--|--------------------------|--------------------------------|----------------------------------|--------------------------------|
| | IntelliVue MX40 | IntelliVue patient monitors | IntelliVue MX40 | IntelliVue patient monitors |
| Maximum physiological waves transmitted | 4 | 4 | 4 | 8 |
| Maximum numerics trended | All | 30 | All | All |
| Beat labeling at the PIIC/PIIC iX | • | | • | • |
| PIIC iX enabled remote controls from the IntelliVue patient monitors | • | • (limited) | • | • |
| IntelliVue patient monitor remote controls from the PIIC iX | | • | | • |
| Arrhythmia events available for trending in PIIC/PIIC iX | • | | • | • |
| View and print reduced EASI 12-lead ECG lead report using the PIIC/PIIC iX | • | • | • | • |
| View and print reduced Hexad 12-lead ECG lead report at PIIC iX | • | | • | |
| Initiate diagnostic 12-lead reports from the PIIC/PIIC iX | | | | • |
| Printing of PIIC/PIIC iX reports | • | | • | |
| Printing of IntelliVue patient monitor reports | | | | • |
| ECG data transmission rate to PIIC/PIIC iX | 125 sps | 125 sps | 125 sps | 250 sps |
| ST and QT complexes are available for view at the PIIC/PIIC iX | • | | • | • |
| Simultaneous alarms transmitted | 7 | 7 | 7 | Unlimited |
| Short-range radio support | • | • | • | • |
| Bed overview on IntelliVue patient monitors | • | | • | • |
| PIIC/PIIC iX overview supported | • | • | • | • |
| Alarm reflector feature within IntelliVue patient monitors | | | | • |
| Device location | • | • | | |
| IntelliBridge or VueLink parameters supported | | 6 | | All |

• = supported/applicable

¹ Using 2,4 GHz; 1,4 GHz WMTS is used in the USA.

² Refer to the IntelliVue MX40 Instructions for Use for information on using wireless in a patient environment.

³ Refer to ANSI/AAMI/IEC 80001-1-2010 Application of risk management for IT networks incorporating medical devices

⁴ Contact Philips for more details on the IntelliVue Customer-supplied Clinical Network requirements or IntelliVue Smart-hopping Network

⁵ IntelliVue MX40 WLAN only works with the PIIC IX

⁶ EASI derives 12 ECG leads using 3 measured leads from a 5-wire lead set

⁷ Hexad derives 4 ECG leads using 8 measured leads from a 6-wire lead set to total 12 leads.

Hexad is currently only implemented on the IntelliVue MX40 with PIIC IX.

⁸ The IntelliVue MX40 does not provide diagnostic monitoring

⁹ The IntelliVue MX40 with short-range radio is only supported for 802.11a

¹⁰ The IntelliVue bedside monitor must have a LAN or WLAN connection

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