SIEMENS

Fax

To: Mark Atkins

Fax: 304-558-3970

Date: April 6, 2016

 # Pages: 41

From: Victor Berni

Phone: 626-589-5451
Fax: 310-645-9999
Email: victor.berni@siemens.com

Message:

Buyer: Mark Atkins
CRFQ_0506_WEH1600000017
Due: April 7, 2016
Time: 1:30 PM EST

Please contact David Condon for any questions in regards to our Siemens RFQ response at:

Dave Condon
Region Sales Manager, Point of Care
Siemens Healthcare

Siemens Medical Solutions USA, Inc.
Mobile: 617-413-5996
Email: david.condon@siemens.com

REQUEST FOR QUOTATION
CRFQ_0506_WEH1600000017
Two (2) Siemens Rapidpoint 500 (blood gas) Analyzers OR EQUAL and One (1) RAPIDComm Data Management System OR EQUAL and an open-end contract for reagents and supplies.

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 one-time purchase of two (2) new Siemens Rapidpoint 500 (blood gas) Analyzers OR EQUAL and RAPIDComm Data Management System OR EQUAL and establish an open-end contract for reagents and supplies.

   Siemens is proposing two (2) RapidPoint 500 blood gas analyzers, please see quote for details. The Rapidcomm data management already on-site and no need to quote for a new one.

   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.

   Siemens acknowledges this information.

   NON-APPROPRIATION. To the extent that Customer is either a state or political subdivision for purposes of Section 103 of the Internal Revenue Code of 1986, as amended, if insufficient funds are appropriated by Customer's governing body to meet Customer's payment obligations under this Agreement during any fiscal year, Customer may elect to discontinue this Agreement on the last day of the fiscal period for which appropriations are available. To discontinue this Agreement, Customer must a) notify Siemens in writing of the non-appropriation of funds within ten (10) days of the date upon which Customer becomes aware that insufficient funds will be available, b) provide Siemens with a certified statement of an authorized official to the effect an event of non-appropriation has occurred, and c) return the Equipment, freight prepaid. Customer may not discontinue this Agreement if any funds are appropriated to Customer by Customer's governing body for the acquisition, retention or operation of other equipment or services performing functions similar to the Equipment. Customer agrees to take all necessary action during the term of this Agreement to obtain adequate funds to satisfy Customer's obligations under this Agreement and will provide for such obligations in each applicable budget submitted to obtain appropriations, use Customer's best efforts to obtain approval of such budget, and exhaust all available appeals if an appropriation sufficient to satisfy such obligations is not made.

REQUEST FOR QUOTATION
CRFQ_0506_WEH1600000017
Two (2) Siemens Rapidpoint 500 (blood gas) Analyzers OR EQUAL and One (1) RAPIDComm Data Management System OR EQUAL and an open-end contract for reagents and supplies.

---

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"** or **"Contract Items"** means the list of items identified in Section 3.1 below and on the Pricing Pages.

2.2 **"Pricing Pages"** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A, and used to evaluate the Solicitation responses.

2.3 **"Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division..

REQUEST FOR QUOTATION
CRFQ_0506_WEH1600000017
Two (2) Siemens Rapidpoint 500 (blood gas) Analyzers OR EQUAL and One (1) RAPIDComm Data Management System OR EQUAL and an open-end contract for reagents and supplies.

---

3. GENERAL REQUIREMENTS:

3.1 Contract Items and Mandatory Requirements: Contract Item(s) must meet or exceed the mandatory requirements listed below.

3.1.1 Two (2) new Siemens Rapidpoint 500 (blood gas) Analyzers OR EQUAL.

Yes meets requirement; Siemens proposes two (2) RAPIDPoint® 500 Systems.

RAPIDPoint® 500 System

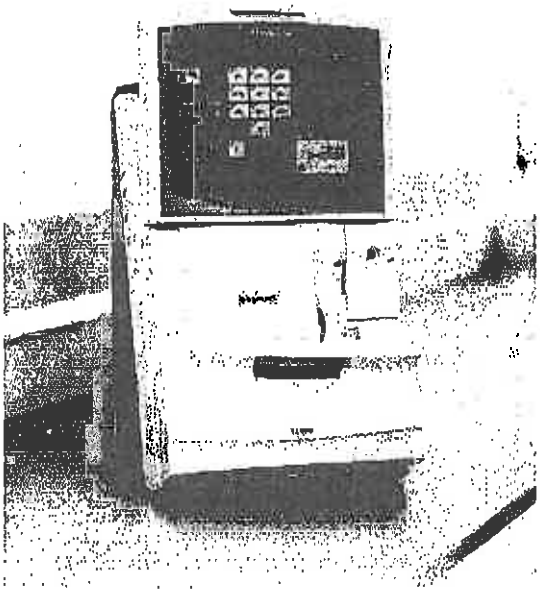


Figure: RAPIDPoint 500 Blood Gas System

Designed to meet the challenges of point-of-care settings, RAPIDPoint® 500 Blood Gas Systems leverage proven Siemens technology to deliver fast, accurate and comprehensive test results in approximately 60 seconds. These flexible, easy-to-use analyzers help free your clinicians to focus on improved patient care without reliability or maintenance worries.

Key features and benefits include:

- A comprehensive critical-care menu for multiple sample types in about 60 seconds.
- pH and blood gases, electrolytes, glucose, lactate, and full CO-oximetry, including tHb and nBili.
- FDA-approved pleural fluid pH testing.

REQUEST FOR QUOTATION
CRFQ_0506_WEH1600000017
Two (2) Siemens Rapidpoint 500 (blood gas) Analyzers OR EQUAL and One (1) RAPIDComm Data Management System OR EQUAL and an open-end contract for reagents and supplies.

- Siemens' long-lasting cartridges, integrated Automatic Quality Control (AQC), and proven technologies maximize uptime.
- Intuitive touchscreen GUI, integrated bar-code scanner, no-adapter syringe or capillary sample port, and hands-free sample aspiration features are easy to use for non-laboratory personnel.
- Hands-free sampling with no operator exposure to the sample probe provides biohazard protection for even the most infectious blood samples.
- Clot management for automated clearing of clots and fast recovery from clot events.
- Automatic QC (AQC) is a separate, external QC cartridge. QC runs according to programmable schedule, and follows the same sample pathway as patient samples.

Please refer to these attachments for additional information:

- Exhibit 3 RAPIDPoint® 500 System Brochure
- Exhibit 4 RAPIDPoint® 500 System Technical Specifications

REQUEST FOR QUOTATION
CRFQ_0506_WEH1600000017
Two (2) Siemens Rapidpoint 500 (blood gas) Analyzers OR EQUAL and One (1) RAPIDComm Data Management System OR EQUAL and an open-end contract for reagents and supplies.

3.1.1.1 Each of the two (2) new analyzers must provide the following parameters (measured or calculated):

3.1.1.1.1 pH: Negative logarithm of the hydrogen ion concentration. Measurement of acid-base balance of blood.

Yes meets requirement. pH is offered as a measured parameter on the RAPIDPoint® 500 System.

3.1.1.1.2 pCo2: Partial pressure of carbon dioxide.

Yes meets requirement. pCO2 is offered as a measured parameter on the RAPIDPoint® 500 System.

3.1.1.1.3 pO2: Partial pressure of oxygen.

Yes meets requirement. pO2 is offered as a measured parameter on the RAPIDPoint® 500 System.

3.1.1.1.4 HCO3: Bicarbonate. A chemical (buffer) that keeps the PH of blood from becoming too acidic or too basic.

Yes meets requirement. HCO3 is offered as a calculated parameter on the RAPIDPoint® 500 System.

3.1.1.1.5 BE: Base excess. Concentration of titratable base when a fluid is titrated to a PH of 7.40 and a pCo2 of 40mmHG.

Yes meets requirement. HCO3 is offered as a calculated parameter on the RAPIDPoint® 500 System.

3.1.1.1.6 tHB: Total hemoglobin. Concentration of total hemoglobin.

Yes meets requirement. tHB is offered as a measured parameter on the RAPIDPoint® 500 System.

3.1.1.1.7 sO2: Oxygen saturation of hemoglobin.

Yes meets requirement. sO2 is offered as a measured parameter on the RAPIDPoint® 500 System.

REQUEST FOR QUOTATION
CRFQ_0506_WEH1600000017
Two (2) Siemens Rapidpoint 500 (blood gas) Analyzers OR EQUAL and One (1) RAPIDComm Data Management System OR EQUAL and an open-end contract for reagents and supplies.

3.1.1.1.8 O2HB: Oxyhemoglobin. Concentration of hemoglobin that is oxygenated.

Yes meets requirement. O_2HB is offered as a measured parameter on the RAPIDPoint® 500 System.

3.1.1.1.9 HHB: Deoxyhemoglobin. Reduced or deoxygenated hemoglobin.

Yes meets requirement. HHb is offered as a measured parameter on the RAPIDPoint® 500 System.

3.1.1.1.10 COHB: Carboxyhemoglobin. Concentration of hemoglobin that is combined with carbon monoxide.

Yes meets requirement. COHb is offered as a measured parameter on the RAPIDPoint® 500 System.

3.1.1.1.11 MetHB: Methemoglobin. Concentration of hemoglobin that contains iron in its ferric state.

Yes meets requirement. MetHb is offered as a measured parameter on the RAPIDPoint® 500 System.

3.1.1.1.12 LACTATE: a product of cell metabolism that can accumulate when cells lack sufficient oxygen

Yes meets requirement. Lactate is offered as a measured parameter on the RAPIDPoint® 500 Syste

REQUEST FOR QUOTATION
CRFQ_0506_WEH1600000017
Two (2) Siemens Rapidpoint 500 (blood gas) Analyzers OR EQUAL and One (1) RAPIDComm Data Management System OR EQUAL and an open-end contract for reagents and supplies.

3.1.1.2 Each of the two analyzers must have blood gas, lactate, and co-oximetry integrated into a standalone unit.

Yes meets requirement. RAPIDPoint® 500 System offers the following test menu (FDA-cleared, measured parameters), available in a single integrated, standalone unit:

- Blood Gas (pH, pCO2, pO2)
- Electrolytes (Na+, K+, Ca++, Cl-)
- Metabolites (Glucose, Lactate)
- Hematocrit
- CO-oximetry (tHb, HHb, O2Hb, sO2, COHb, MetHb, Neonatal Bilirubin)
- Pleural fluid pH

3.1.1.3 Each of the two analyzers must operate on a self-contained measurement cartridge (including sensors and calibrating reagents).

Yes meets requirement. All reagents (including sensors and calibrators) are contained in a single measurement and wash/waste cartridge, no gas tanks or reagent bottles. Planar sensor technology ensures industry proven accuracy and reliability.

3.1.1.4 Each of the two analyzers must provide for an automatic quality control system with the capability of a minimum of three different levels for analysis.

Yes meets requirement. Siemens RAPIDPoint® 500 blood gas systems use onboard AQC (Automatic Quality Control). The AQC cartridge contains an aqueous based external control material. The onboard use life of each cartridge is 28 days and contains enough material to run three (3) levels of control three (3) times (every 8 hours) daily with 10% overage.

AQC provides quality control with a standardized and stable method that removes the requirement for operator intervention.

REQUEST FOR QUOTATION
CRFQ_0506_WEH1600000017
Two (2) Siemens Rapidpoint 500 (blood gas) Analyzers OR EQUAL and One (1) RAPIDComm Data Management System OR EQUAL and an open-end contract for reagents and supplies.

3.1.1.5 Each of the two analyzers must have the capability to perform manual quality control.

Yes meets requirement. The RAPIDPoint® 500 blood gas system offers the ability to run manual QC using either the Required QC or Unscheduled QC options.

Introduce QC samples from an ampule with a Quick adapter or from a syringe. Bar coding is not necessary, but is available if you use Siemens controls.

- **Required QC:** When you analyze the Required QC sample, the system verifies that you scanned the correct ampule for the control that is scheduled. The system also compares the results to the target ranges (if you defined them in Setup) and prompts you to repeat the analysis if any parameters are out of range. If a parameter fails the second analysis, the system automatically turns off the parameter to prevent further analysis. An authorized operator can restore the failed parameter.
- **Unscheduled QC:** Use this option if you do not want to perform scheduled QC analysis using Required QC or AutomaticQC analysis. You can still analyze routine QC samples, but they are not scheduled or monitored by the RAPIDPoint 500 system. Also parameter status is not affected by QC results, that is, parameters are not turned off if they fail, or turned on if they pass QC analysis.

3.1.1.6 Each of the two analyzers must provide automatic calibration of blood gas, lactate, and co-oximetry parameters.

Yes meets requirement. Fully automatic calibration and system performance monitoring ensures analytical precision and reliability without compromising analyzer uptime.

- One-point calibration every 30 minutes (takes approximately 2.5 minutes)
- Two-point calibration every 2 hours ((takes approximately 5.5 minutes)
- Full calibration every 8 hours (takes approximately 8 minutes)

REQUEST FOR QUOTATION
CRFQ_0506_WEH1600000017
Two (2) Siemens Rapidpoint 500 (blood gas) Analyzers OR EQUAL and One (1) RAPIDComm Data Management System OR EQUAL and an open-end contract for reagents and supplies.

3.1.1.7 Each of the two analyzers must be able to analyze capillary samples.

Yes meets requirement. The automatic, single sample port adapts to syringe and capillary samples. No special adapter device is required to aspirate from these specimen containers.

3.1.1.8 Each of the two analyzers must provide for a single sampling port which accepts syringe or capillary tube sample devices safely with no adapters required.

Yes meets requirement. The automatic, single sample port adapts to syringe and capillary samples. No special adapter device is required to aspirate from these specimen containers.

3.1.1.9 Each of the two analyzers must operate within a temperature range of a minimum of 15°C and a maximum of 30°C.

Yes meets requirement. RAPIDPoint® 500 system operating temperature is15–30°C (59–86°F) .

3.1.1.10 Each of the two analyzers must be able to operate within a barometric pressure range of a minimum of 523 to a maximum of 800mmHg.

Yes meets requirement. The specified operating range for barometric pressure is 523–800 mmHg.

The RAPIDPoint® 500 system does not monitor barometric pressure as the measurement cartridge is sealed, so barometric pressure has no effect on blood gas QC or calibrations.

The default atmospheric pressure is 760 mm Hg. The operator can enter the average atmospheric pressure that applies to the local environment as the default for calculations that use atmospheric pressure. The atmospheric pressure to be used for a specific patient can be entered during analysis if desired.

3.1.1.11 Each of the two analyzers must have the data capacity to store a minimum of:

200 patient samples
200 quality control samples
50 operators.

Yes meets requirement. The RAPIDPoint® 500 instrument maintains 250 records of each type of data (patient samples, QC samples, and calibrations) on its internal hard disk. Patient, QC, and calibration

REQUEST FOR QUOTATION
CRFQ_0506_WEH1600000017
Two (2) Siemens Rapidpoint 500 (blood gas) Analyzers OR EQUAL and One (1) RAPIDComm Data Management System OR EQUAL and an open-end contract for reagents and supplies.

data from the RAPIDPoint 500 system can be downloaded to a USB flash drive for long-term storage.

RAPIDComm can send up to 5,000 operators to the blood gas analyzer. Conversely, RAPIDPoint 500 system can store up to 5,000 operators.

RAPIDComm® storage capacity depends on the physical space in the customer's database, which depends on the size of the hard drive. Since storage space can be expanded in most cases, the number of test results that can be stored online is virtually unlimited. The customer can configure auto-purge settings in RAPIDComm® up to a certain age, but purging is not required. Data also can be exported to external media for long-term storage.

3.1.1.12 Each analyzer must be within the following dimensions:

3.1.1.12.1 Height: minimum 20 inches, maximum 35 inches

Yes meets requirement. RAPIDPoint® 500 specified height is 21.5 inches with display at highest position.

3.1.1.12.2 Width: minimum 10 inches, maximum 25 inches

Yes meets requirement. RAPIDPoint® 500 specified width is 11.5 inches.

3.1.1.12.3 Depth: minimum 10 inches, maximum 30 inches

Yes meets requirement. RAPIDPoint® 500 specified depth is 16.0 inches.

3.1.1.12.4 Weight: minimum 25 pounds, maximum 50 pounds

Yes meets requirement. RAPIDPoint® 500 specified weight is 36.5 pounds, excluding cartridges.

REQUEST FOR QUOTATION
CRFQ_0506_WEH1600000017
Two (2) Siemens Rapidpoint 500 (blood gas) Analyzers OR EQUAL and One (1) RAPIDComm Data Management System OR EQUAL and an open-end contract for reagents and supplies.

3.1.2 RAPIDComm data management system OR EQUAL.

Yes meets requirement. Siemens proposes the RAPIDComm® Data Management System. The Rapidcomm data management already on-site and no need to quote for a new one.

RAPIDComm® Data Management System

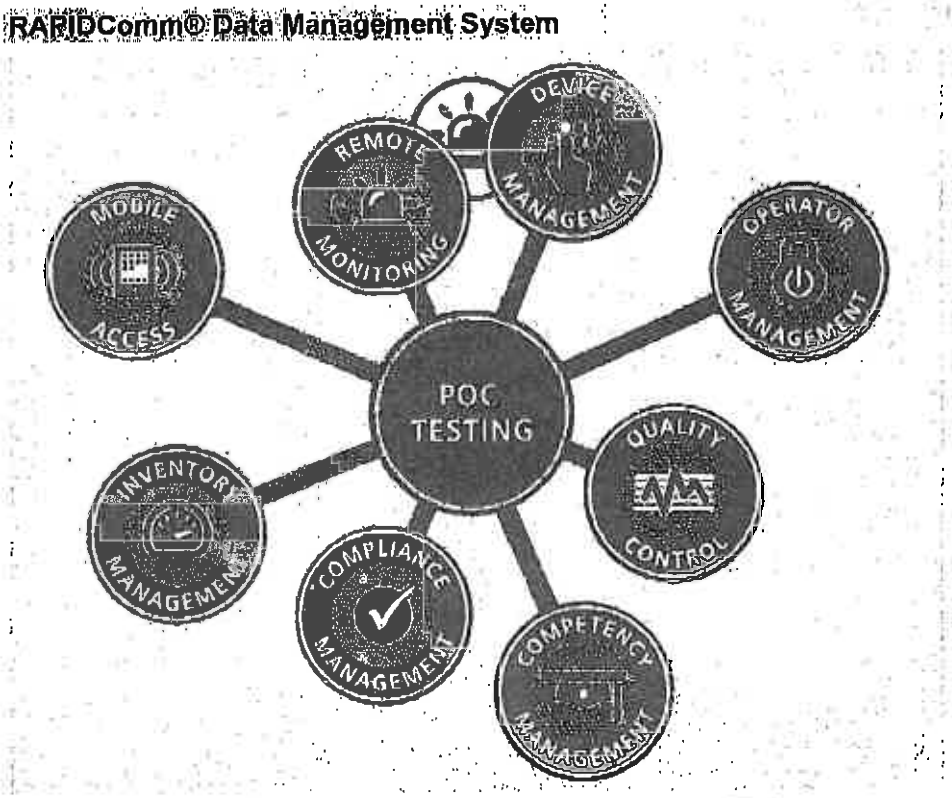


Figure: The RAPIDComm Data Management System enables centralized management of your POC program all through a single customizable interface.

Unique to our solution is the RAPIDComm® Data Management System. RAPIDComm enables centralized management of your POC program. It is a key enabler for establishing a healthy POC Ecosystem to help deliver optimal patient care, ensure compliance, and maximize efficiency—wherever POC data originates. We can connect your instruments, report results, and manage the workflow aspects of POC testing, including device management, operator management, quality control, compliance management, competency management, inventory management, mobile access, and remote monitoring all through a single and customizable interface.

Key features and benefits include:

- Managing secure access to your POC devices while ensuring they are online, operational, and properly maintained with immediate oversight and control.

REQUEST FOR QUOTATION
CRFQ_0506_WEH1600000017
Two (2) Siemens Rapidpoint 500 (blood gas) Analyzers OR EQUAL and One (1) RAPIDComm Data Management System OR EQUAL and an open-end contract for reagents and supplies.

- Overseeing and managing quality control (QC) testing, result review, data management, and reporting activities for your POC devices.
- Leveraging its functionality in tandem with the Siemens web-based learning management system to efficiently manage staff training, assessment, and recertification.
- Satisfying compliance and accreditation requirements for your POC testing program with advanced data management capabilities.
- Managing your POC consumables more efficiently with material usage, device-workload reports, and real-time information on consumable levels for your POC instruments.
- Quickly identifying and resolving issues for connected devices, operators, samples, and compliance-related activities from here, there, or anywhere.

Please refer to these attachments for additional information:

- Exhibit 5 RAPIDComm® Data Management System Brochure
- Exhibit 6 RAPIDComm 5.0 Technical Specifications

3.1.2.1 The system must include a stationary data management workstation that is compatible with the two analyzers.

Yes meets requirement. RAPIDComm® Data Management System enables you to manage secure access to your RAPIDPoint® 500 SYSTEMS as well as other Siemens POC devices while ensuring they are online, operational, and properly maintained with immediate oversight and control.

3.1.2.2 The data management workstation must monitor the analyzers in real time.

Yes meets requirement. RAPIDComm® Data Management System enables you to manage secure access to your RAPIDPoint® 500 SYSTEMS as well as other Siemens POC devices while ensuring they are online, operational, and properly maintained with immediate oversight and control. Remotely access and manage any connected device in real time.

For the RAPIDPoint® 500 Blood Gas analyzers, you can use the remote command functionality to request AQC, Calibration, Wash, Enable/Disable Parameter, Enable/Disable Analysis, Set Time, etc.

RAPIDComm offers a "Live" view for real-time monitoring and control of connected blood gas analyzers.

REQUEST FOR QUOTATION
CRFQ_0506_WEH1600000017
Two (2) Siemens Rapidpoint 500 (blood gas) Analyzers OR EQUAL and One (1) RAPIDComm Data Management System OR EQUAL and an open-end contract for reagents and supplies.

3.1.2.3 The data management system must be password controlled for HIPPA compliance.

Yes meets requirement. Efficiently manage and ensure secure access to POC devices for certified operators.

With the RAPIDComm® solution, you can centrally manage the operator IDs and passwords downloaded to your instruments to prevent unauthorized access. You may also leverage the power of automatic recertification functionality to better manage the ongoing training, assessment, and certification of all device operators for supported analyzers.

Key features include:

- Centralized Operator Management
- Certification, Training and Assessment
- Automated Operator Download
- Automatic Recertification
- Certification History
- Custom User Views
- Role-Based Privilege Assignment

3.1.2.4 The data management workstation must be able to interface to the hospitals electronic medical record. Specifically OpenVista – CareVue.

Yes meets requirement. RAPIDComm® Data Management System supports several system configurations for interfacing to multiple hospital application systems, including hospital information systems (HIS), laboratory information systems (LIS), or other systems.

The following connection types can be created within the RAPIDComm system:

- Admissions, Discharges, and Transfers (ADT)
- Order Feed
- Patient Query
- Results

REQUEST FOR QUOTATION
CRFQ_0506_WEH1600000017
Two (2) Siemens Rapidpoint 500 (blood gas) Analyzers OR EQUAL and One (1) RAPIDComm Data Management System OR EQUAL and an open-end contract for reagents and supplies.

The RAPIDComm Hospital Connection manages communication between RAPIDComm and hospital systems using version 2.4 of the HL7 standard. However, the program can format and process messages that are compatible with HL7 version 2.3, which is in use in some facilities.

The RAPIDComm program may be configured to use the POCT1-A standard to format the ORU^R30, ^R31, and ^R32 patient result messages when sending them to a hospital system.

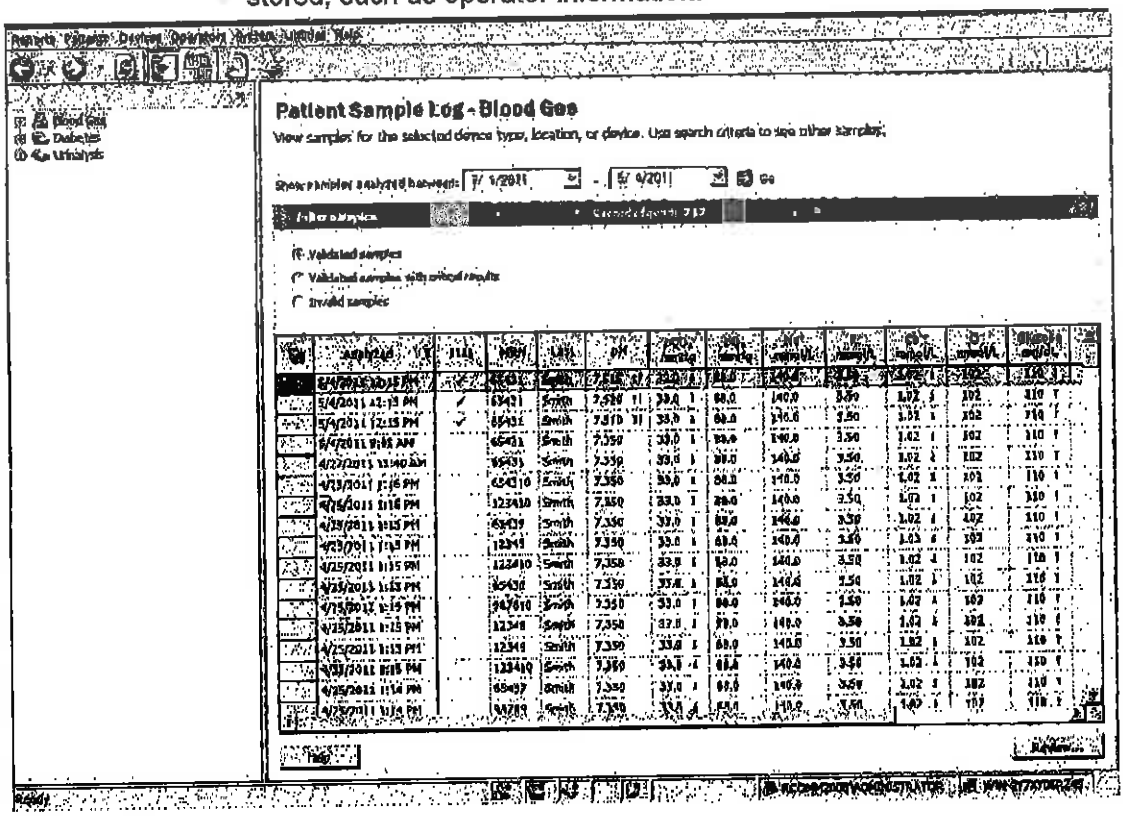
3.1.2.5 The data management workstation must store patient, calibration, and quality control data and generate reports.

Yes meets requirement. RAPIDComm® Data Management System supports remote device monitoring and control and delivers advanced operator, QC, and sample management capabilities.

Patient Results

This screenshot shows the Patient Sample Log in the RAPIDComm program.

- Samples are flagged for easy review and the specific tests are marked as well
- Along with the sample results, a wealth of information is being stored, such as operator information.



REQUEST FOR QUOTATION
CRFQ_0506_WEH1600000017
Two (2) Siemens Rapidpoint 500 (blood gas) Analyzers OR EQUAL and One (1) RAPIDComm Data Management System OR EQUAL and an open-end contract for reagents and supplies.

Calibration

Calibration data can be viewed or printed in a tabular format or as a chart:

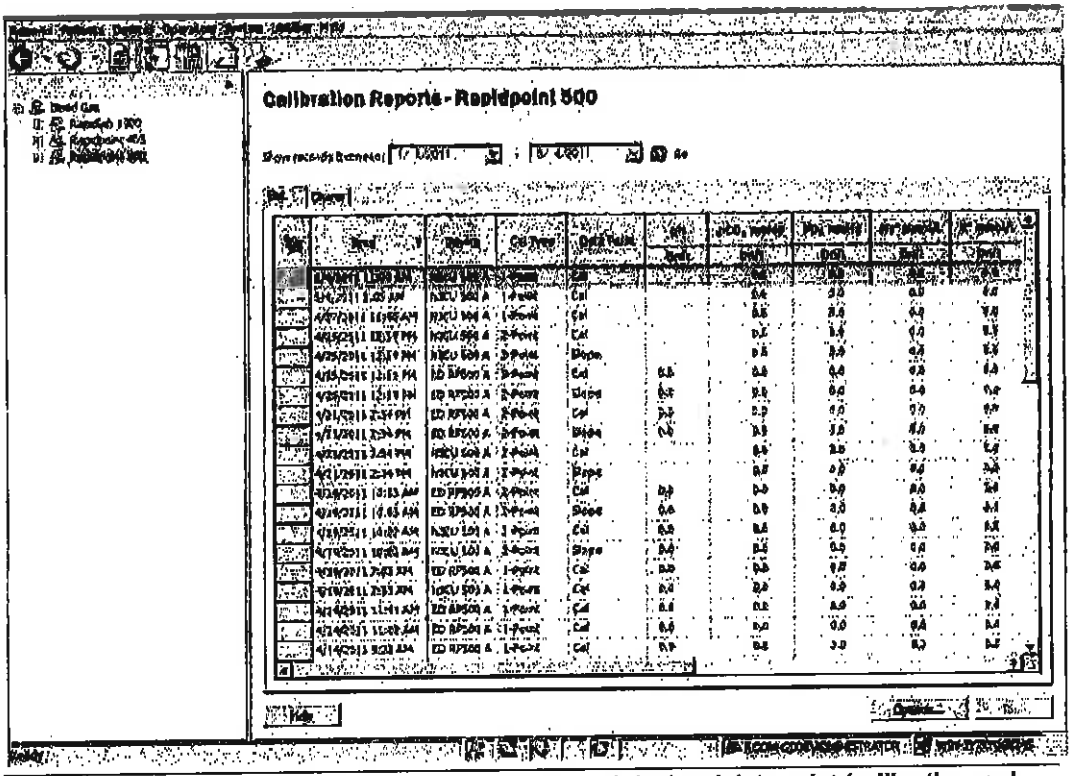


Figure: The calibration list shows the drift value for each test and data point (calibration and slope), and flags values that exceed drift limits. The measured value can be displayed with the drift value.

REQUEST FOR QUOTATION
CRFQ_0506_WEH1600000017
Two (2) Siemens Rapidpoint 500 (blood gas) Analyzers OR EQUAL and One (1) RAPIDComm Data Management System OR EQUAL and an open-end contract for reagents and supplies.

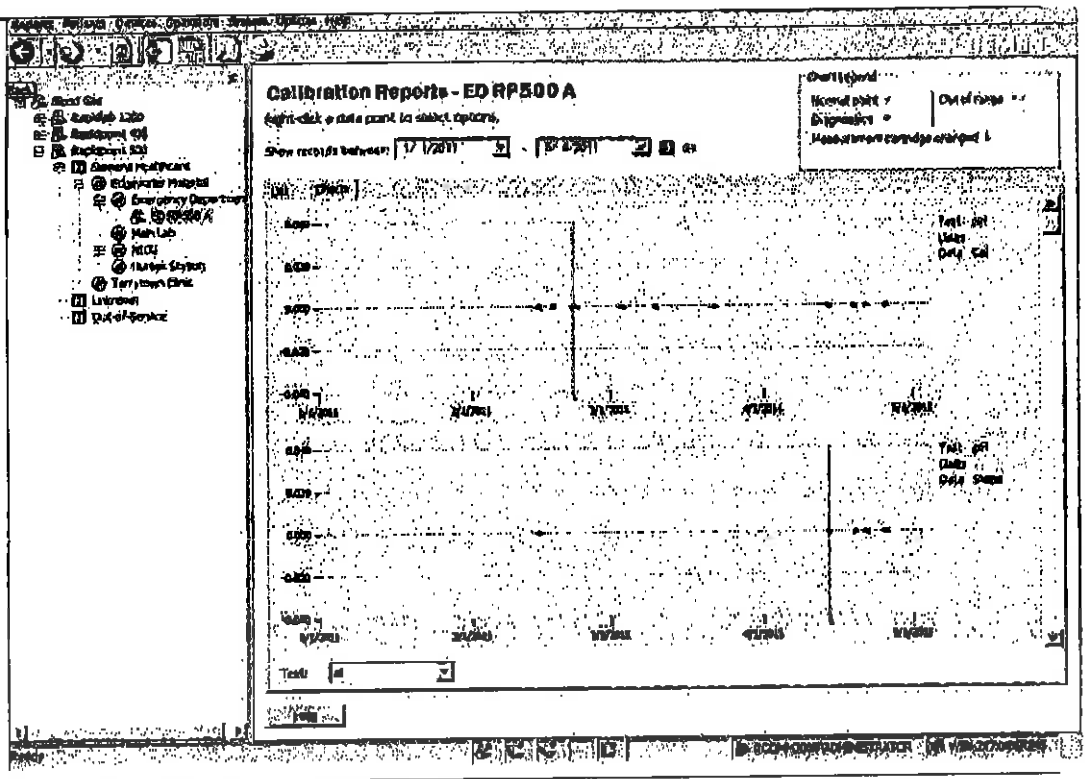


Figure: The calibration chart plots the drift values for each test and data point against drift limits.

Quality Control

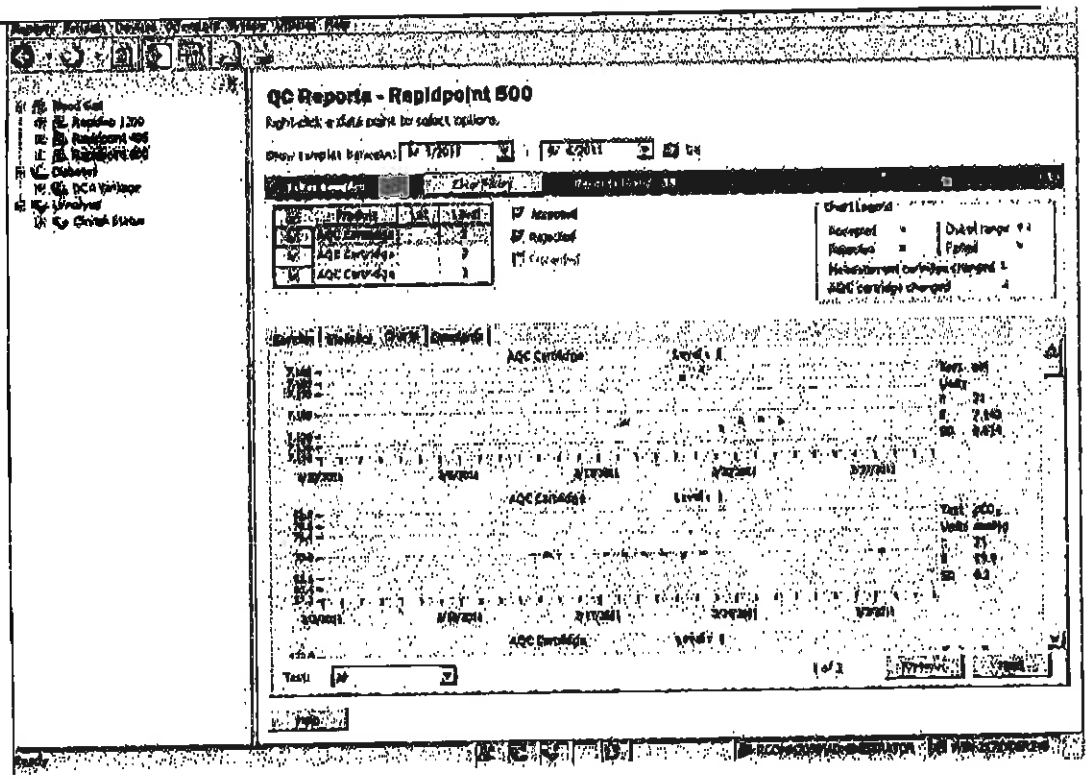
Oversee and manage quality control (QC) testing, result review, data management, and reporting activities for your POC devices.

QC testing and result management is easier using the RAPIDComm system. You can define requirements to ensure testing is performed on POC devices and satisfy all review and reporting requirements. Customization features also allow you to create rules to identify results that need your attention— enabling review by exception.

Key features include:

- QC Data Management
- Advanced Analysis Rules
- QC Charts, Statistics and Reports
- Electronic Recorded Reviews
- Exporting for Peer Comparison

REQUEST FOR QUOTATION
CRFQ_0506_WEH1600000017
Two (2) Siemens Rapidpoint 500 (blood gas) Analyzers OR EQUAL and One (1) RAPIDComm Data Management System OR EQUAL and an open-end contract for reagents and supplies.



Patient Reports

The RAPIDComm Data Management System enhances the quality of your point-of-care testing results by adding demographic information and by providing electronic reporting of results – which means that documentation will be more complete and more accurate.

- As testing is performed in different testing locations these sample results are being transmitted into the RAPIDComm database for review and documentation.
- The RAPIDComm program provides the ability to set up and print highly flexible and customized sample reports.
- Electronic transmission of sample results means these results are instantly available, from any and all connected systems across the hospital.
- Electronic documentation also eliminates the need to transcribe sample results manually, which is an error-prone process.

Management Reports

In addition to patient, calibration, and QC reports, RAPIDComm offers a variety of other management reports, including:

- Maintenance tracking
- Proficiency reports

REQUEST FOR QUOTATION
CRFQ_0506_WEH1600000017
Two (2) Siemens Rapidpoint 500 (blood gas) Analyzers OR EQUAL and One (1) RAPIDComm Data Management System OR EQUAL and an open-end contract for reagents and supplies.

- Linearity reports
- Material use reports
- Audit reports

3.1.2.6 The data management workstation must be complete and shall include all computer software, hardware, one (1) color monitor, one (1) color printer (single side print capabilities), and all cables necessary to be fully operational and meet all requirements specified within this solicitation.

The Rapidcomm data management already on-site and no need to quote for a new one.

3.1.2.7 Each component of the system must operate on standard 120 volts AC (alternating current) power.

Yes meets requirement. All system components can operate on 120 volts AC.

REQUEST FOR QUOTATION
CRFQ_0506_WEH1600000017
Two (2) Siemens Rapidpoint 500 (blood gas) Analyzers OR EQUAL and One (1) RAPIDComm Data Management System OR EQUAL and an open-end contract for reagents and supplies.

3.2 Contract Items and Mandatory Requirements: Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.

3.2.1 REAGENTS

3.2.1.1 Measurement cartridge (BG-blood gas, lactate, Co ox-co oximetry) minimum 400 test.

Siemens is a current vendor and meets the requirement.

3.2.2 SUPPLIES

3.2.2.1 Automatic QC -quality control cartridge

3.2.2.2 CVM-calibration verification material/ 5 level/ 4 per level

3.2.2.3 Filter material

3.2.2.4 Thermal printer paper

3.2.2.5 RAPIDQC complete level 1, OR EQUAL and must provide the minimum parameters:

3.2.2.5.1 pH/pCO2/pO2/Na+/K+/Ca++/CI/Glucose/ Lactate/cHb/FO2Hb/FCOHb/FmetHb/FHHb

3.2.2.5.2 Hypo

3.2.2.6 RAPIDQC complete level 2, OR EQUAL and must provide the minimum parameters:

3.2.2.6.1 pH/pCO2/pO2/Na+/K+/Ca++/CI/Glucose/ Lactate/cHB/FO2Hb/FMetHB/FHHb

3.2.2.6.2 Normal

3.2.2.7 RAPIDQC complete level 3, OR EQUAL and must provide the minimum parameters:

3.2.2.7.1 pH/pCO2/pO2/Na+/K+/Ca++/CI

3.2.2.7.2 Hyper

3.2.2.8 Wash/waste cartridge

Siemens is a current vendor and meets the above requirements.

REQUEST FOR QUOTATION
CRFQ_0506_WEH1600000017
Two (2) Siemens Rapidpoint 500 (blood gas) Analyzers OR EQUAL and One (1) RAPIDComm Data Management System OR EQUAL and an open-end contract for reagents and supplies.

3.3 Contract Items and Mandatory Requirements: Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.

3.3.1 INSERVICE FOR RESPIRATORY STAFF

3.3.1.1 Vendor will provide on-site training to Respiratory personnel at Welch Community Hospital, 454 McDowell Street, Welch, WV. Training to be provided for one day between the hours of 8:00am and 5:00pm EST. Training must be scheduled on a day with the Respiratory Therapy Department manager to occur on the days of Monday through Friday. The On-site training will need to take place upon delivery and set up of the equipment. Set-up and training will be within fifteen (15) calendar days after delivery of blood gas systems. Vendor will need to make arrangements with the Respiratory Department Manager, Richard Street, phone number (304) 436-8662 or email at Richard.E.Street@wv.gov for delivery date and time.

Siemens is a current vendor and meets the requirement.

Yes, on-site training is performed by a Siemens Technical Application Specialist. Documentation of training is provided for each operator.

Additionally, built-in learning videos simplify training and daily operation.

Time and dates for training will be upon mutual agreement.

3.3.2 Warranty

3.3.2.1 Vendor shall include a one (1) year all-inclusive warranty.

Siemens offers a one year warranty with each piece of equipment. The details of Siemens' equipment and product warranties follow:

Siemens warrants to Customer that the Equipment shall be free from defects in material and workmanship and conform to the manufacturer's specifications when delivered. Any claim for breach of this warranty, if any, must be made in writing within one (1) year of the delivery of the Equipment. Customer's exclusive remedy for breach of this warranty shall be, at Siemens' option, the repair or replacement of the breaching Equipment or an appropriate refund, allowance or credit reflecting depreciation.

REQUEST FOR QUOTATION
CRFQ_0506_WEH1600000017
Two (2) Siemens Rapidpoint 500 (blood gas) Analyzers OR EQUAL and One (1) RAPIDComm Data Management System OR EQUAL and an open-end contract for reagents and supplies.

Siemens warrants to Customer that Products will be free from defects in material and workmanship and will conform to the applicable manufacturer's specifications until the date appearing on the applicable packaging. The foregoing warranty does not apply to conditions resulting from use or storage not in accordance with the manufacturer's instructions or other external causes or from operation outside the environmental parameters specified for the Products. Customer's exclusive remedy for breach of this warranty shall be the replacement of such Products.

Siemens also warrants that the use of the Equipment and Products in the form delivered to Customer and in accordance with the instructions and manufacturer's specifications will not infringe the U.S. patent of any third party. This warranty does not cover the use of the Equipment or Products in combination with any other product or equipment not approved by Siemens. Customer's exclusive remedy for breach of this warranty shall be the intellectual property indemnification set forth in the agreement.

THE ABOVE ARE THE SOLE WARRANTIES PROVIDED BY SIEMENS UNDER THIS AGREEMENT. SIEMENS MAKES NO OTHER WARRANTIES, EXPRESS, STATUTORY OR IMPLIED, IN CONNECTION WITH THE EQUIPMENT OR PRODUCTS INCLUDING, WITHOUT LIMITATION, ANY WARRANTY AS TO DESIGN, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

No oral or written promises as to the Equipment or Products which conflict with this warranty will bind Siemens unless signed by an authorized representative of Siemens.

4. CONTRACT AWARD:

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

Siemens acknowledges this information.

4.2 Pricing Pages: Vendor should complete the Pricing Pages by multiplying the Quantity for each contract item by the Cost Per Unit price to get a Total Cost for that item. Then add the Total Cost lines to get a GRAND TOTAL COST. The Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified. The Pricing Pages contain a list of the Contract Items and estimated purchase volume.

Siemens acknowledges this information.

REQUEST FOR QUOTATION
CRFQ_0506_WEH1600000017
Two (2) Siemens Rapidpoint 500 (blood gas) Analyzers OR EQUAL and One (1) RAPIDComm Data Management System OR EQUAL and an open-end contract for reagents and supplies.

The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Siemens has presented pricing based on test volumes provided by Welch Community Hospital. Siemens' pricing is dependent upon acceptance of this bid as a whole. If Welch Community Hospital prefers to accept only some portion of this bid, Siemens will only be bound by terms and conditions that have been mutually agreed upon by the parties.

Vendor should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. The Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: Mark.A.Atkins@wv.gov .

Siemens acknowledges this information.

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.

   Siemens acknowledges this information.

   Siemens proposed pricing is based upon signing a 5 year consumables agreement.

6. **ORDERING AND PAYMENT:**

   6.1 Ordering: Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written form of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

   Siemens agrees; Siemens is a current vendor.

   6.2 Payment: Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

   Siemens agrees; Siemens is a current vendor and meets the requirement.

REQUEST FOR QUOTATION
CRFQ_0506_WEH1600000017
Two (2) Siemens Rapidpoint 500 (blood gas) Analyzers OR EQUAL and One (1) RAPIDComm Data Management System OR EQUAL and an open-end contract for reagents and supplies.

---

7. **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

   Siemens acknowledges this information.

   The following labor rates will apply for those instruments not covered under a Siemens Service Agreement.

Labor		
All labor is billed in 15 minute increments		
Monday - Friday	8:00 am to 5:00 pm	$350/hr
Monday - Friday	5:00 pm to 8:00 am	$525/hr
Weekends and Holidays		$700/hr
Travel		
Travel is charged per service event according to the zone that represents the distance from the customer site to the nearest major regional travel hub.		
Zone 1	0 - 50 miles	$525
Zone 2	51 - 100 miles	$875
Zone 3	101 - 150 miles	$1225
Zone 4	151 - 250 miles	$1575
Zone 5	> 250 miles	$1925

8. **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:

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

   Siemens agrees; Siemens is a current vendor and meets the requirement..

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

   Siemens agrees; Siemens is a current vendor and meets the requirement..

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

   Siemens agrees; Siemens is a current vendor and meets the requirement..

REQUEST FOR QUOTATION
CRFQ_0506_WEH1600000017
Two (2) Siemens Rapidpoint 500 (blood gas) Analyzers OR EQUAL and One (1) RAPIDComm Data Management System OR EQUAL and an open-end contract for reagents and supplies.

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

Siemens agrees; Siemens is a current vendor and meets the requirement..

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

Siemens agrees; Siemens is a current vendor and meets the requirement..

9. DELIVERY AND RETURN:

9.1 Delivery Time: Vendor shall deliver the blood gas analyzer systems within thirty (30) calendar days after receiving a purchase order or notice to proceed. Vendor shall deliver standard orders within five (5) working days after orders are received. Vendor shall deliver emergency orders within one (1) working day(s) after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met. Vendor must complete the set-up and training within fifteen (15) calendar days after delivery of blood gas analyzer systems. Vendor will need to make arrangements with the Respiratory Department for delivery date and time.

Siemens' standard lead-time for blood gas instruments is 30 days. Siemens will work with Welch Community Hospital to schedule a mutually agreeable delivery and installation schedule.

Customers ordering in accordance with the Siemens Shipping Policy and who meet or exceed the product threshold and other criteria of the policy are able to receive regular standing orders at no additional charge for shipping; please see Siemens Shipping Policy as exhibit 1. Emergency orders are ship out next day.

Siemens will make every effort to complete set-up and training fifteen (15) calendar days after delivery of analyzer.

Pre-Installation Meeting

Pre-Installation meetings will be arranged between Siemens and Welch Community Hospital. The purpose of this meeting is to review the installation process and requirements for the site readiness. The meeting will cover instrument specifications, facility (electrical, plumbing and environment), LIS/Network connectivity, training and reagent/consumable requirements.

The Pre-Installation meeting will involve all stakeholders, at a minimum the Customer Service Engineer (CSE), Technical Application Specialist (TAS), and Sales Representative, along with appropriate facility personnel. This meeting will ensure the facility and staff are prepared for a smooth installation of the system. Siemens will document the Pre-installation requirements and planning progress and report to lab administration.

Each proposed system has a Pre-Installation Checklist, completed with Welch during the meeting; checklist samples are available anytime upon request.

REQUEST FOR QUOTATION
CRFQ_0506_WEH1600000017
Two (2) Siemens Rapidpoint 500 (blood gas) Analyzers OR EQUAL and One (1) RAPIDComm Data Management System OR EQUAL and an open-end contract for reagents and supplies.

Onsite Implementation Assistance

Siemens' Technical Application Specialist (TAS) will provide onsite assistance with the performance of validation studies including precision, method comparison with current analyzer, accuracy (recovery), linearity (reportable range), calibration verification, reference range correlation / validation on serum and plasma, as appropriate for the methodology, and supplemental operator training. Dates and times will be determined based on pre-installation planning and mutual arrangement.

Upon completion of the installation process, the TAS will provide a completed installation manual and statistical analysis that will comply with applicable regulatory and manufacturer's specifications. Additionally, CLSI formatted electronic procedures will be provided.

Siemens will work through this process as a partner with the customer facilities to ensure completion of installation tasks and documentation.

Post-Installation "Go-Live" Support (As needed):

Siemens will provide onsite "go-live" support, to be determined at the mutual agreement. Individual facility needs will vary.

Siemens will work with each facility to ensure a smooth "go-live" process.

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

Siemens acknowledges this information.

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

In the event that Siemens cannot supply consumables so that Welch Community Hospital can perform tests in accordance with the terms and conditions of the agreement between the parties for the equipment/goods referenced herein because of defects in the product, back orders, or recalls and, as a result, Welch Community Hospital facility cannot perform necessary tests, Welch Community Hospital may, as Customer's sole remedy, either (1) purchase the consumables necessary to perform the test(s) from another vendor or (2) engage a reference laboratory to perform the test(s), and Siemens will reimburse Customer for the reasonable difference between the price paid to the other vendor or the reference laboratory and the price that would have been paid under such agreement for Customer to perform the test(s). Such tests shall count towards the minimum volume commitment required in the agreement for the products referenced herein.

REQUEST FOR QUOTATION
CRFQ_0506_WEH1600000017
Two (2) Siemens Rapidpoint 500 (blood gas) Analyzers OR EQUAL and One (1) RAPIDComm Data Management System OR EQUAL and an open-end contract for reagents and supplies.

9.3 Delivery Payment/Risk of Loss: Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.

Instrument freight is included in the quote. All future shipments will be per the Shipping Policy; Exhibit 1.

9.4 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.

Siemens agrees; Siemens is a current vendor.

Please see Siemens Return Goods Policy as exhibit 2.

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

Siemens agrees; Siemens is a current vendor.

Please see Siemens Return Goods Policy as exhibit 2.

REQUEST FOR QUOTATION
CRFQ_0506_WEH1600000017
Two (2) Siemens Rapidpoint 500 (blood gas) Analyzers OR EQUAL and One (1) RAPIDComm Data Management System OR EQUAL and an open-end contract for reagents and supplies.

---

10. VENDOR DEFAULT:

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

10.1.1 Failure to provide Contract Items 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.

If Welch Community Hospital determines at any time during the term of the agreement that the equipment is not performing consistently with the manufacturer's specifications ("Vendor Default") and Siemens is unable to cure the Vendor Default by repairing or replacing the equipment within ninety (90) days after written notice from Welch Community Hospital, then Welch Community Hospital may terminate the agreement.

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

10.2.1 Immediate cancellation of the Contract.

Cancellation terms are provided in the attached Equipment Sale Agreement and Master Products Agreement.

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

Cancellation terms are provided in the attached Equipment Sale Agreement and Master Products Agreement.

10.2.3 Any other remedies available in law or equity.

If Welch Community Hospital determines at any time during the term of the agreement that the equipment is not performing consistently with the manufacturer's specifications ("Vendor Default") and Siemens is unable to cure the Vendor Default by repairing or replacing the equipment within ninety (90) days after written notice from Welch Community Hospital, then Welch Community Hospital may terminate the agreement.

REQUEST FOR QUOTATION
CRFQ_0506_WEH1600000017
Two (2) Siemens Rapidpoint 500 (blood gas) Analyzers OR EQUAL and One (1) RAPIDComm Data Management System OR EQUAL and an open-end contract for reagents and supplies.

---

11. MISCELLANEOUS:

11.1 No Substitutions: Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.

Siemens acknowledges this information.

In the event that Siemens cannot supply consumables so that Welch Community Hospital can perform tests in accordance with the terms and conditions of the agreement between the parties for the equipment/goods referenced herein because of defects in the product, back orders, or recalls and, as a result, Welch Community Hospital facility cannot perform necessary tests, Welch Community Hospital may, as Customer's sole remedy, either (1) purchase the consumables necessary to perform the test(s) from another vendor or (2) engage a reference laboratory to perform the test(s), and Siemens will reimburse Customer for the reasonable difference between the price paid to the other vendor or the reference laboratory and the price that would have been paid under such agreement for Customer to perform the test(s). Such tests shall count towards the minimum volume commitment required in the agreement for the products referenced herein.

11.2 Vendor Supply: Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

Siemens acknowledges this information.

In the event that Siemens cannot supply consumables so that Welch Community Hospital can perform tests in accordance with the terms and conditions of the agreement between the parties for the equipment/goods referenced herein because of defects in the product, back orders, or recalls and, as a result, Welch Community Hospital facility cannot perform necessary tests, Welch Community Hospital may, as Customer's sole remedy, either (1) purchase the consumables necessary to perform the test(s) from another vendor or (2) engage a reference laboratory to perform the test(s), and Siemens will reimburse Customer for the reasonable difference between the price paid to the other vendor or the reference laboratory and the price that would have been paid under such agreement for Customer to perform the test(s). Such tests shall count towards the minimum volume commitment required in the agreement for the products referenced herein.

11.3 Reports: Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.

Siemens will work with Welch to provide the reports. Siemens is a current vendor.

REQUEST FOR QUOTATION
CRFQ_0506_WEH1600000017
Two (2) Siemens Rapidpoint 500 (blood gas) Analyzers OR EQUAL and One (1) RAPIDComm Data Management System OR EQUAL and an open-end contract for reagents and supplies.

11.4 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: Dave Condon
Telephone Number: 617-413-5996
Fax Number: _____
Email Address: david.condon@siemens.com

CRQM 0506 WEH1600000005

EXHIBIT A

PRICING PAGE

Please type or write legibly

Two (2) Siemens Rapidpoint 500 (blood gas) Analyzers OR EQUAL and One (1) RAPIDComm Data Management System OR EQUAL and to establish an open-end contract for Reagents and Supplies for Welch Community Hospital.

Description	Quantity	Unit of Measure	Cost per Unit	Total Cost
3.1.1 Siemens Rapidpoint 500 (blood gas) Analyzers OR EQUAL.	2	each	$15,510.00	$31,020.00
3.1.2 RAPIDComm Data Management system OR EQUAL	1	each	$0 (Welch owns today)	$0 (Welch owns today)
*3.2.1.1 Measurement cartridge (BG-blood gas, lactate, Co ox-co oximetry) minimum 400 test per cartridge NOTE: the electronic bid for this solicitation on WV Oasis lists a menu of BG and CO-ox. We have entered that item and price to the right ($612.26). If lactate is desired, substitute the unit cost of $945.11.	18	each	$612.26	$11,020.68
*3.2.2.1 Automatic QC-Quality control cartridge	18	each	$305.62	$5,501.16
*3.2.2.2 CVM-calibration verification material/ 5 level/ 4 per level	2	each	$102.21	$204.42
*3.2.2.3 Filter material	2	each	$19.70	$39.40
*3.2.2.4 Thermal printer paper	20	roll	$2.84	$56.80
*3.2.2.5 RAPIDQC complete level 1 OR EQUAL	2	each	$41.24	$82.48
*3.2.2.6 RAPIDQC complete level 2 OR EQUAL	2	each	$41.24	$82.48
*3.2.2.7 RAPIDQC complete level 3 OR EQUAL	2	each	$41.24	$82.48
*3.2.2.8 Wash/waste cartridge – NOTE: this cartridge is packaged 4 per box. Therefore, extended "Total Cost" is for 18 4-packs.	72	each	$288.76	$5,197.68
3.3.1.1 Set-up and Training	1	each	$0.00	$0.00
3.3.2.1 One Year All-Inclusive Warranty	1	each	$0.00	$0.00
			Grand Total Cost	$53,287.58

*The quantities listed on the cost sheet are estimated and for bidding purposes only. The vendor will be required to provide actual quantities needed, be it more or less.

Evaluation and Award Criteria: Contract shall be awarded to the Vendor that meets the required specifications with the lowest Grand Total Cost.

Siemens Healthcare Diagnostics — 511 Benedict Avenue, Tarrytown, NY

Vendor Name **Vendor Address**

K. Culver — Kevin Culver, Director, Point of Care — April 6, 2016

Vendor Authorized Representative Signature **Vendor Authorize Representative (Printed)** **Date**

617-413-5996 (David Condon, Region Sales Manager, Point of Care) david.condon@siemens.com

Telephone **Fax** RECEIVED TIME APR. 6. 3:16PM **E-mail** PRINT TIME APR. 6. 3:24PM

1-36ADAB

SIEMENS HEALTHCARE DIAGNOSTICS INC.

Siemens Healthcare Diagnostics Inc.
Glasgow Business Community
Building 500 Mailbox 540
P.O. Box 6101
Newark, DE 19714-6101

EQUIPMENT SALE AGREEMENT

Customer Name:	WELCH COMMUNITY HOSPITAL	Group Purchasing Organization:	NO PRIMARY
		Federal ID #:	
Legal Name:	WELCH COMMUNITY HOSPITAL, INC.	Ship To Customer #:	66649
Address:	454 MCDOWELL ST	Sold To Customer #:	11294
City, State, Zip:	WELCH, WV 24801	Payment Terms:	Net 30 days from date of invoice
Phone:	(304) 436-8461	Shipping & Handling:	Prepaid and added
Date:	04/01/2016		

WELCH COMMUNITY HOSPITAL, INC. ("Buyer") agrees to purchase and Siemens Healthcare Diagnostics Inc. ("Seller") agrees to sell the equipment listed below ("Equipment") at the price(s) listed below.

QTY	Catalog Number	Description	Price	Extended Price
2	10492730	RP500 BLOOD GAS ANALYZER	$15,510.00	$31,020.00
2	014557001	UNIVERSAL-POWER-SUPPLY	$223.30	$446.60

Total:	**$31,466.60**
Shipping & Handling:	**$200.00**
Total Price:	**$31,666.60**

Information about service and training associated with the Equipment purchased hereunder is set forth on the Attachment A to the Supplement to the Master Products Agreement entered into between the parties, if applicable. This Equipment Sale Agreement is subject to the Terms and Conditions attached hereto and made a part hereof.

If Customer is returning on-site equipment in conjunction with this Agreement ("Returned Equipment"), such equipment shall be identified by instrument type(s) and serial number(s) in the table below. Customer represents that there are no liens or encumbrances on the Returned Equipment. Customer agrees to deliver the Returned Equipment to Siemens within sixty (60) days after the installation of the Equipment purchased hereunder. In the event any item(s) of Returned Equipment is/are omitted from the table below, Customer makes the same representations and agreements regarding such omitted Returned Equipment.

QTY	Description of Returned Equipment (if applicable)	Serial Number

1-36ADAB

Respectfully Submitted By:
Vanessa Dunn

Siemens Healthcare Diagnostics Inc.

CUSTOMER (use blue ink):

Signature Date

Name (Print)

Title (Print)

SIEMENS HEALTHCARE DIAGNOSTICS INC. (Corporate):

Signature Date

Name (Print)

Title (Print)

Signature Date

Name (Print)

Title (Print)

1-36ADAB

Equipment Sale Agreement Terms and Conditions

1. Complete Agreement. This Equipment Sale Agreement, including these Terms and Conditions (collectively, "this Agreement"), constitute the entire agreement between Buyer and Seller relating to the sale of the Equipment by Seller to Buyer. Seller's acceptance of Buyer's purchase order is made on the condition that this Agreement shall govern the sale of Equipment by Seller to Buyer. Seller hereby objects to and rejects all additional, conflicting or inconsistent terms or conditions and any such terms or conditions submitted by Buyer shall have no effect and shall not be part of the contract between Buyer and Seller for the purchase and sale of Equipment. Failure of Seller to object to any provision contained in any order or other communication from Buyer shall not be construed as a waiver of the terms and conditions set forth herein or an acceptance of any such provision. No addition to, modification of, or waiver of any provision of this Agreement shall be binding upon either party unless made in writing and signed by authorized representatives of both parties. To authorize shipment of the Equipment, please attach a signed copy of this Agreement to your purchase order.

2. Delivery; Title; Acceptance. Delivery of the Equipment is subject to Seller's standard delivery terms. Seller will make commercially reasonable efforts to meet the delivery dates quoted or acknowledged, but will not be liable for its failure to meet such dates. Upon Seller making delivery of the Equipment to the Buyer's facility: (i) title to and responsibility for the Equipment shall pass to Buyer, and (ii) the Equipment shall be deemed accepted by Buyer. Buyer may not unreasonably delay or impede delivery and acceptance of the Equipment.

3. Installation. If the Equipment requires installation, then Seller will install the Equipment at the Buyer's facility. This installation does not include the cost of preparation of the facility. Such preparation responsibilities of the Buyer include, but may not be limited to, separate (dedicated) electrical and telephone circuits and/or network connections, air conditioning, plumbing, humidity control and any structural changes that may be required.

4. Warranty. Seller warrants that the Equipment shall be free from defects in material and workmanship and conform to the manufacturer's specifications when delivered. **SELLER MAKES NO OTHER WARRANTIES, EXPRESS, STATUTORY OR IMPLIED, IN CONNECTION WITH THE EQUIPMENT, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY AS TO DESIGN, MERCHANTABILITY, OR FITNESS FOR ANY PURPOSE.** Any claim for breach of this warranty must be made in writing within one (1) year of the delivery of the Equipment by Seller. Seller's sole obligation for breach of this warranty shall be, at Seller's option, the repair or replacement of the breaching Equipment or an appropriate refund, allowance or credit reflecting depreciation. Seller also promises that the use of the Equipment in the form delivered to Buyer and in accordance with the instructions and manufacturer's specifications will not infringe the U.S. patent of any third party. This promise does not cover the use of the Equipment in combination with any other product or equipment not approved by Seller. Buyer's exclusive remedy for breach of this warranty shall be the intellectual property indemnification set forth in Section 5 (c) below.

5. Limitation of Liability and Indemnification. (a) Limitation of Liability. In no event shall Seller's liability hereunder exceed the actual loss or damage sustained by Buyer, up to the purchase price paid to Seller for the Equipment giving rise to such loss or damage, however, liability for intentional misbehavior and personal injury will not be limited. **SELLER SHALL NOT BE LIABLE FOR ANY LOSS OF USE, REVENUE OR ANTICIPATED PROFITS, COST OF SUBSTITUTE EQUIPMENT OR SERVICES (UNLESS OTHERWISE AGREED TO BY SELLER), OR LOSS OF STORED, TRANSMITTED OR RECORDED DATA. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, UNFORESEEN, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.** The limitations of Seller's liability contained herein shall apply to Seller and Seller's employees, agents and subcontractors performing under this Agreement, regardless of whether such liability is based on breach of contract, tort, strict liability, breach of warranties, failure of essential purpose or otherwise, and even if Seller or its employees, agents or subcontractors are advised of the likelihood of such damages.

The limitations of Buyer's liability set forth herein do not affect Buyer's liability for Claims (as defined herein) arising out of the negligent or wrongful acts or omissions of Buyer, it's employees or agents in connection with this Agreement or Buyer's indemnification obligations for Claims arising from infringement of intellectual property rights, to the extent set forth herein. The limitations of Seller's liability set forth herein do not affect Seller's liability for Claims for personal injury arising as a result of Seller's negligence or product defect, or Seller's indemnification obligations for Claims arising from infringement of intellectual property rights, to the extent set out in this Agreement.

THE FOREGOING IS A SEPARATE, ESSENTIAL TERM OF THIS AGREEMENT AND SHALL BE EFFECTIVE UON THE FAILURE OF ANY REMEDY, EXCLUSIVE OR NOT.

(b) General Indemnification. Each party agrees to indemnify and hold the other party and its employees, directors, officers and agents (collectively, the "Indemnitees") harmless from and against any and all third party claims and associated liabilities, obligations, damages, judgments, penalties, causes of action, costs and expenses (including, without limitation, reasonable attorney's fees) imposed upon or incurred by or asserted against any of the Indemnitees ("Claims") for bodily injuries (including death) or damages to or loss of real or tangible personal property, to the extent that any such Claim arises out of the negligent or wrongful acts or omissions of the indemnifying party, its employees or agents in connection with this Agreement, provided that the Indemnitee provides the indemnifying party with prompt notice of the Claim, reasonable cooperation in the defense and/or settlement of the Claim and all right and power to defend and/or settle the Claim.

(c) Intellectual Property Indemnification. If Buyer receives notice that any of the Equipment, or parts thereof, violates the infringement warranty set forth in Section 4 herein, then Buyer shall promptly notify Seller in writing and give Seller information, assistance and exclusive authority to evaluate, defend and settle the Claim. Seller shall then, at its own expense, defend or settle such Claim, procure for the Buyer the right to use the Equipment, or remove or modify the Equipment to avoid infringement. If none of these alternatives are available on terms reasonable to Seller, then Buyer shall return the Equipment to Seller and Seller shall refund to Buyer the purchase price paid by the Buyer for the Equipment, less reasonable depreciation for Buyer's use. The foregoing states Seller's entire obligation and liability, and the Buyer's sole remedy, for Claims of infringement. Seller will not defend or indemnify Buyer, however, if any such Claim results from (i) use of other than the most recent version of the Equipment made available to Buyer by Seller; (ii) Buyer's alteration of the Equipment without Seller's written authorization; (iii) use of the Equipment in combination with software or equipment not provided by Seller; or (iv) use of the Equipment in a manner that is not in accordance with the manufacturer's manual, specifications, and other accompanying documentation or other instruction from Seller.

The obligations of indemnity shall survive the expiration or termination of the Agreement.

1-36ADAB

6. **Payment.** Payment is due as set forth on the first page of this Equipment Sale Agreement. A late payment service charge of one and one-half percent (1.5%) per month or, if less, the highest amount permitted by law, may be applied to unpaid and past due invoices. Buyer shall also reimburse Seller for all taxes, excise or other charges which it may be required to pay to any government (national, state or local) upon the sale, production or transportation of the products sold hereunder.

7. **Confidentiality.** Buyer and its employees will maintain the confidentiality of any oral or written information disclosed by Seller, including: (i) the terms of this Agreement (including, but not limited to, pricing); (ii) information designated as confidential; and (iii) information that should reasonably be expected to be treated as confidential by the recipient whether or not such information is designated as confidential. Except as necessary to carry out this Agreement, confidential information will not be disclosed by Buyer or its employees to any third party or used by Buyer or its employees without the prior written consent of Seller.

8. **Export.** This Agreement applies only to domestic installation of the Equipment. Buyer shall not export or reexport any goods, or any system incorporating said goods, outside of the United States (including U.S. territories) unless Buyer (i) first obtains all required licenses from the United States Department of Commerce or any other agencies or departments of the United States government that may be required, and (ii) complies with all applicable laws and regulations.

9. **Technical Assistance.** The warranty set forth herein shall not be enlarged, diminished or affected by, and no obligation or liability shall arise from, Seller's rendering of technical advice, assistance, or service in connection with Buyer's selection, purchase, or use of the goods furnished hereunder. Buyer is not relying on Seller's skill or judgment to select suitable goods.

10. **Certified Integrated System.** The Equipment is designed and certified by regulatory authorities as an integrated instrument/reagent/consumable system. Use of unapproved parts or consumables with the Equipment will void any and all warranties and all obligations of Seller under any warranty or service contract Buyer may have with Seller.

11. **Assignment.** This Agreement is not assignable or transferable by Buyer, in whole or in part, except with the written consent of Seller, which will not be unreasonably withheld.

12. **Miscellaneous.** (A) Seller is willing to sell goods to Buyer only in consideration of and in reliance upon the provisions contained herein limiting Seller's exposure to liability. Such provisions constitute an essential part of the bargain underlying this purchase and sale of Equipment, and have been reflected in the purchase price and other consideration agreed upon by the parties. (B) A failure of or delay in performance shall be excused when caused by matters beyond Seller's reasonable control. (C) This Agreement contains all the terms and conditions with respect to the sale and purchase of the Equipment named herein and no modification of this Agreement shall be of any force unless such modification is reduced to writing and signed by an authorized representative of each party. (D) If Seller fails to enforce its rights against Buyer at any time, it may enforce those rights later without waiver or at such other time that Buyer fails to perform any of Buyer's obligations. (E) THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF ILLINOIS, WITHOUT REFERENCE TO CONFLICTS OF LAW PROVISIONS. EACH OF THE PARTIES CONSENTS TO THE JURISDICTION AND VENUE OF FEDERAL AND STATE COURTS IN ILLINOIS FOR THE DETERMINATION OF ALL DISPUTES ARISING UNDER THIS AGREEMENT. BUYER AND SELLER EACH EXPRESSLY WAIVE ALL RIGHTS TO TRIAL BY JURY IN ANY LITIGATION ARISING FROM OR RELATED TO THIS AGREEMENT.

SIEMENS

Attachment A
to the Supplement to the Master Products Agreement

Quote #: 1-36ADAB
Approved: 4/1/2016

Legal Name: WELCH COMMUNITY HOSPITAL, INC.
Customer: WELCH COMMUNITY HOSPITAL
Purchasing Group: NO PRIMARY

Sold To: 11294
Ship To: 86649

Equipment Acquired:

Equipment	Catalog #	Onsite	Quantity	Comments
RP500 BLOOD GAS ANALYZER	10492730	N	2	
UNIVERSAL-POWER-SUPPLY	10324789	N	2	

Service and Training

Equipment: RP500 BLOOD GAS ANALYZER

Service Type	Service Level	Quantity	Start Yr	# of Yrs	Total Annual
First Year Service	PLUS	2	1	1	
Extended Service	PLUS	2	2	1	
Extended Service	PLUS	2	3	3	Included in price of reagents

Financial Adjustments

Description	Start Year	# of Years	Total Amount	Customer Pays

Siemens will give you a reagent credit of $2,900.00 for year 1.

Products: Reagents Pricing

Reagent	Catalog #	Annual # of Patients	Annual # of Kits	Cost/Kit	Total Annual
405 M Cartridge (BG, Coox) 400 Samples	10327073	9,670	26	$612.26	$15,918.76
Total Annual		9,670			$15,918.76

Products: Supplies

	Catalog #	Annual # of Kits	Cost/Kit	Total Annual
Automatic QC	10310323	26	$305.62	$7,946.12
CVM/ 5 Level / 4 Per Level	10316535	4	$102.21	$408.84
High Flow Filter	10322638	2	$19.70	$39.40
Paper Printer Thermal	10315772	25	$2.84	$71.00
RAPIDQC COMPLETE LEVEL 1	10309925	2	$41.24	$82.48
RAPIDQC COMPLETE LEVEL 2	10309926	2	$41.24	$82.48
RAPIDQC COMPLETE LEVEL 3	10309927	2	$41.24	$82.48
Survey Quick Adapter	10492250	2	$9.75	$19.50
Wash / Waste kit 4 Cartridges	10329097	20	$288.76	$5,775.20
Total Annual				$14,507.50

Prices for Reagents and Supplies not listed above will be according to Standard List in effect at the time of shipment.

Prices for Reagents and Supplies not yet commercially available will be determined at the time of introduction and are not covered by this Agreement.

SIEMENS

Attachment A

to the Supplement to the Master Products Agreement

Quote #: 1-36ADAB
Approved: 4/1/2016

Total annual minimum Commitment Amount $30,426.26

Agreed to and accepted this _____

day of _____ 20 _____

Customer:

_____
By: (Signature)

_____
By: (Print)

_____
Title

Siemens Healthcare Diagnostics Inc.

_____
By: (Signature)

_____
By: (Print)

_____
Title

AND

_____
By: (Signature)

_____
By: (Print)

_____
Title

SIEMENS

MASTER PRODUCTS AGREEMENT

Legal Name:	WELCH COMMUNITY HOSPITAL, INC.	Federal ID #:	
Customer Name:	WELCH COMMUNITY HOSPITAL	Sold to Customer #:	11294
Address:	454 MCDOWELL ST		
City, State, Zip:	WELCH, WV 24801		

This Master Products Agreement ("Agreement") by and between Siemens Healthcare Diagnostics Inc. ("Siemens"), and the party identified under "Legal Name" (or "Customer Name" if no "Legal Name") in the heading above ("Customer") is effective as of the date of Siemens' execution ("Effective Date").

1) PURPOSE. The purpose of this Agreement is to provide general terms and conditions under which Siemens and Customer will enter into one or more individual Agreement supplements (each a "Supplement") for the purchase of reagents (or panels), consumables and supplies ("Products") for use with equipment acquired separately ("Equipment"). Equipment is not included within the scope of this Agreement except as set forth in Section 11 (Equipment Maintenance and Service). Each Supplement shall incorporate the terms and conditions of this Agreement as well as additional terms and conditions relevant to the business transaction between the parties, including the term of the Supplement ("Supplement Term").

2) TERM OF AGREEMENT. This Agreement shall commence on the Effective Date and shall remain in effect until terminated by either party with at least thirty (30) days prior written notice to the other party, provided that termination of this Agreement is not permitted while any Supplement is in effect.

3) COMMITMENT. Customer agrees to make sufficient purchases on a periodic basis during each year of the Supplement Term, but no less frequently than every ninety (90) days, to meet the minimum annual purchase commitment identified in each Supplement ("Commitment Amount"). Customer will make purchases to meet the Commitment Amount by ordering a minimum dollar amount of the Products identified on each Supplement or, if cost-per-result (CPR) or cost-per-patient-reported (CPPR) pricing is applicable, by generating a minimum number of results. Pricing is set forth in each Supplement and includes a discount based on Customer's Commitment Amount.

4) SHIPPING. Product deliveries will be FOB destination and subject to Siemens' standard delivery terms. Each Supplement shall identify shipping and handling charges and shipping policy. Siemens' standard delivery terms and shipping policy can be found at http://www.usa.siemens.com/diagnostics-shipping-and-freight-policy. Customer shall pay all applicable shipping and handling charges for the Products to be delivered to the Customer.

5) WARRANTY. Siemens warrants to Customer that Products will be free from patent and latent defects in material and workmanship and will conform to the applicable manufacturer's specifications until the date appearing on the applicable packaging. The foregoing warranty does not apply to conditions resulting from use or storage not in accordance with the manufacturer's instructions or other external causes or from operation outside the environmental parameters specified for the Products. Customer's exclusive remedy for breach of this warranty shall be the replacement of such Products.

Siemens also warrants that the use of the Products in the form delivered to Customer and in accordance with the instructions and manufacturer's specifications will not infringe the U.S. patent of any third party. This warranty does not cover the use of Products in combination with any other product or equipment not approved by Siemens. Customer's exclusive remedy for breach of this warranty shall be the intellectual property indemnification forth in Section 12(c) below.

THE ABOVE ARE THE SOLE WARRANTIES PROVIDED BY SIEMENS UNDER THIS AGREEMENT. SIEMENS MAKES NO OTHER WARRANTIES, EXPRESS, STATUTORY OR IMPLIED, IN CONNECTION WITH THE PRODUCTS INCLUDING, WITHOUT LIMITATION, ANY WARRANTY AS TO DESIGN, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

No oral or written promises as to the Products which conflict with this warranty will bind Siemens unless signed by an authorized representative of the party to be bound.

6) TAXES. Customer is responsible for and will pay all sales and use taxes assessed on the sale of the Products under a Supplement (collectively, "Taxes"). If Siemens is billed directly by the taxing authority for such Taxes, Siemens shall initially pay such Taxes and subsequently re-bill Customer. If Customer pays such Taxes directly, then copies of the receipted tax bills or other evidence of payment shall be provided to Siemens upon request.

In the event that Customer is exempt from certain Taxes pursuant to a tax exemption certificate (the "Exempt Taxes"), and provided that (i) Customer maintains a valid tax exemption certificate throughout the term of this Agreement; (ii) Customer provides Siemens with a copy of such certificate; and (iii) such tax exemption is allowable and transferable to Siemens, then Siemens will not pay the Exempt Taxes and will not seek reimbursement from Customer for the Exempt Taxes. In the event that any Taxes are outside the scope of the tax exemption certificate, Customer will remain responsible for such Taxes.

7) PAYMENT. All invoices are due and payable within thirty (30) days of the date of invoice.

8) PRICE ADJUSTMENTS. Siemens may increase the prices for Products as specified in the Supplement.

9) COMPLIANCE. On a periodic basis, but no less frequently than annually, Siemens shall review whether Customer has made sufficient purchases to meet the pro-rata portion of the Commitment Amount associated with the period under review. If Customer's purchases for the period under review are insufficient to satisfy the Commitment Amount, then such deficit will be considered a "Shortfall" to meeting the Commitment Amount. In the event of a Shortfall, Siemens, in addition to such other rights as are available by law, reserves the right to compensate for the Shortfall by taking one or more of the following actions: a) immediately implement a price increase for any and all Products for any subsequent period and/or b) invoice Customer for all or part of the Shortfall and/or c) extend the Supplement Term and/or d) increase the Commitment Amount required for any subsequent periods and/or e) terminate the Supplement pursuant to Section 10.

10) TERMINATION. If Customer violates any of the terms of this Agreement or a Supplement, Siemens may in its discretion and without further liability, terminate the applicable Supplement or may terminate this Agreement together with all Supplements. Termination does not relieve Customer of any of its obligations under this Agreement or any Supplement.

SIEMENS

11) EQUIPMENT MAINTENANCE AND SERVICE. Siemens may be providing Service (as defined below) in conjunction with Customer's purchase of Products under a Supplement. If so, such Service (as defined below) will be identified on an Attachment A to a Supplement and the following shall apply: (a) Equipment Maintenance. Customer is responsible for performing all maintenance requirements described in the operating manuals provided by the manufacturer and to keep the Equipment in good repair, condition and working order, ordinary wear and tear excepted. Additionally, Customer shall (i) not relocate or make alterations to the Equipment without the prior written consent of Siemens, (ii) use the Equipment solely for Customer's business purposes and own use, and (iii) provide reasonable access to Siemens and its agents to inspect the Equipment. (b) Equipment Service. In addition to the operator maintenance responsibilities identified in the operating manual, the Equipment also requires periodic servicing, including preventative maintenance visits ("Service"). If Service is specified on a Supplement, Siemens will provide Service in accordance with the type of service and for the period of time (the "Service Period") that is specified on the Supplement. Such Service shall provide all labor and parts (excluding consumables, electrodes and certain other parts) as are necessary to keep the Equipment in good working order. Service does not cover: (i) failure due to accident, neglect, or operation not set forth in the operating manuals; (ii) Customer's failure to properly maintain the Equipment in accordance with the applicable operating manuals; (iii) use of unauthorized reagents or disposables that may result in damage to or abnormal wear of the Equipment's internal components; or (iv) damage resulting from operating in environmental conditions outside those specified by the applicable operating manuals. For any time when Siemens is not responsible for providing Service, Customer will be responsible for all Service, and for any damage resulting from such Service. Customer is required to pay for the cost of any repairs to the Equipment caused by Customer's negligence, abuse or alteration of the Equipment. Siemens is not required to add any design, engineering, or performance change or development into the Equipment after it is delivered to Customer.

12) LIMITATION OF LIABILITY AND INDEMNIFICATION. (a) Limitation of Liability. In no event shall Siemens' liability during each year of this Agreement exceed the actual loss or damage sustained by Customer under the particular Supplement giving rise to such loss or damage, up to the amount of fees payable to Siemens under such Supplement during the year in which the loss or damage occurred, however, liability for intentional misbehavior and personal injury will not be limited. **SIEMENS SHALL NOT BE LIABLE TO CUSTOMER FOR ANY LOSS OF USE, REVENUE OR ANTICIPATED PROFITS, COST OF SUBSTITUTE PRODUCTS OR SERVICE (UNLESS OTHERWISE AGREED TO BY SIEMENS), OR LOSS OF STORED, TRANSMITTED OR RECORDED DATA. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, UNFORESEEN, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY SUPPLEMENT.** The limitations of Siemens' liability contained herein shall apply to Siemens and Siemens' employees, agents and subcontractors performing under this Agreement, regardless of whether such liability is based on breach of contract, tort, strict liability, breach of warranties, failure of essential purpose or otherwise, and even if Siemens or its employees, agents or subcontractors are advised of the likelihood of such damages.

The limitations of Customer's liability set forth herein do not affect Customer's liability for Claims (as defined herein) arising out of the negligent or wrongful acts or omissions of Customer, its employees or agents in connection with this Agreement or any Supplement or Customer's indemnification obligations for Claims arising from infringement of intellectual property rights, to the extent set out in this Agreement. The limitations of Siemens' liability set forth herein do not affect Siemens' liability for Claims for personal injury arising as a result of Siemens' negligence or product defect, or Siemens' indemnification obligations for Claims arising from infringement of intellectual property rights, to the extent set out in this Agreement.

THE FOREGOING IS A SEPARATE, ESSENTIAL TERM OF THIS AGREEMENT AND SHALL BE EFFECTIVE UPON THE FAILURE OF ANY REMEDY, EXCLUSIVE OR NOT.

(b) General Indemnification. Each party agrees to indemnify and hold the other party and its employees, directors, officers and agents (collectively the "Indemnitees") harmless from and against any and all third party claims and associated liabilities, obligations, damages, judgments, penalties, causes of action, costs and expenses (including, without limitation, reasonable attorney's fees) imposed upon or incurred by or asserted against any of the Indemnitees ("Claims") for bodily injuries (including death) or damages to or loss of real or tangible personal property, to the extent that any such Claim arises out of the negligent or wrongful acts or omissions of Siemens, its employees or agents in connection with this Agreement or any Supplement, provided that the Indemnitee provides the indemnifying party with prompt notice of the Claim, reasonable cooperation in the defense and /or settlement of the Claim and all right and power to the defend and/or settle such Claim.

(c) Intellectual Property Indemnification. If Customer receives notice that any of the Products, or parts thereof, violates the infringement warranty set forth in Section 5 herein, then Customer shall promptly notify Siemens in writing and give Siemens information, assistance and exclusive authority to evaluate, defend or settle such Claim. Siemens shall then, at its own expense, defend and settle the Claim, procure for the Customer the right to use the Products, or remove or modify them to avoid infringement. If none of these alternatives are available on terms reasonable to Siemens, then Customer shall, at Siemens' direction, either return the Products to Siemens or destroy the Products and Siemens shall refund to Customer the purchase price paid by the Customer for the Products. The foregoing states Siemens' entire obligation and liability, and the Customer's sole remedy, for Claims of infringement. Siemens will not defend or indemnify Customer, however, if any such Claim results from (i) use of other than the most recent version of the Products made available to Customer by Siemens; (ii) Customer's alteration of the Products without Siemens' written authorization; (iii) use of the Products in combination with equipment not provided by Siemens; or (iv) use of the Products in a manner that is not in accordance with the manufacturer's manual, specifications and other accompanying documentation or other instruction from Siemens.

The obligations of indemnity shall survive the expiration or termination of the Agreement.

13) APPLICATION LAW; JURISDICTION. THIS AGREEMENT AND ALL SUPPLEMENTS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS, WITHOUT REFERENCE TO CONFLICTS OF LAW PROVISIONS. EACH OF THE PARTIES CONSENTS TO THE JURISDICTION AND VENUE OF FEDERAL AND STATE COURTS IN ILLINOIS FOR THE DETERMINATION OF ALL DISPUTES ARISING UNDER THIS AGREEMENT.

14) ASSIGNMENT. Customer may not assign either this Agreement, or any Supplement, or any right or obligation arising out of this Agreement or any Supplement, without the express written consent of Siemens, and such consent shall not be unreasonably withheld, provided that Customer agrees to remain primarily responsible under the Supplement. Customer must provide Siemens with prompt written notice of any change in ownership, change in control or operations or any other change which would affect the ordering, shipment, invoicing or payment of Products.

16) DISCLOSURE OF DISCOUNTS. Customer acknowledges that discounts, rebates, credits, free goods or services, coupons or other things of value which Customer may receive from Siemens under this Agreement or any Supplement constitute a discount or reduction in price for purposes of 42 U.S.C. paragraph 1320a-7b(b)(3)(A) ("Discounts"). Customer agrees to file all appropriate reports and to properly disclose and reflect all Discounts in any report filed in connection with state or federal cost reimbursement programs.

16) ENTIRE AGREEMENT; AMENDMENTS. Each Supplement (as incorporating the terms and conditions of this Agreement) sets forth the entire agreement between the parties relating to the subject matter herein and there are no understandings, agreements, or representations expressed or implied not stated herein and therein, including by reason of any terms or conditions of any agreement ("Group Purchasing Agreement") between Siemens and a group purchasing organization ("GPO"). Notwithstanding the foregoing, as between Customer and Siemens, Customer may still be

SIEMENS

entitled to certain benefits pursuant to the terms of a Group Purchasing Agreement between Siemens and a GPO by virtue of Customer's membership in such GPO provided that in the event of any conflict or inconsistency between the terms of any Supplement (as incorporating the terms and conditions of the Agreement) and the terms of such Group Purchasing Agreement, the terms of the Supplement shall control. Neither the Agreement nor any Supplement shall be terminated (except termination in the event of a Default or modified except by a written document signed by authorized representatives of both parties making specific reference to the Agreement or Supplement, as applicable and expressing the intention to modify or terminate. Any modifications contained or incorporated into a Supplement that in any way alter the terms of the Agreement shall be effective only with respect to that Supplement and shall be ineffective with respect to any other Supplement. Any term or condition contained in a Customer purchase order relating to Products supplied under a Supplement shall be null and void

17) MISCELLANEOUS. (a) If Siemens fails to enforce its rights against Customer at any time, it may enforce those rights later without waiver or at such other time that Customer fails to perform any of Customer's obligations.

(b) Customer agrees not to disclose the prices or the terms and conditions of Customer's purchases under this Agreement to any person except as required by law.

(c) TO THE EXTENT PERMITTED BY LAW, THE PARTIES HERETO AGREE TO WAIVE ALL RIGHTS TO A JURY TRIAL IN ANY LITIGATION ARISING FROM OR RELATED IN ANY WAY TO THE AGREEMENT OR THE TRANSACTION CONTEMPLATED HEREBY.

(d) Customer and Siemens will send any required notices to the other party by registered or certified mail or by recognized overnight courier service. All notices will be sent to the applicable party at the address set forth herein. A party may designate an alternate address for notices by giving written notice thereof in accordance with the provisions of this Section.

IN WITNESS HEREOF, each party has caused its duly authorized representative to execute this Agreement as of the Effective Date.

Customer:

By: _____

Name (print): _____

Title: _____

Date: _____

Siemens Healthcare Diagnostics Inc.:

By: _____

Name (print): _____

Title: _____

Date: _____

Address: 115 Norwood Park South, Norwood, MA 02062

By: _____

Name (print): _____

Title: _____

Date: _____

Address: 115 Norwood Park South, Norwood, MA 02062

SIEMENS

SUPPLEMENT TO MASTER PRODUCTS AGREEMENT

Product Line: Blood Gas

Pricing Option: Standard

Legal Name:	WELCH COMMUNITY HOSPITAL, INC.	Group Purchasing Organization (GPO)	NO PRIMARY
Customer Name:	WELCH COMMUNITY HOSPITAL	Federal ID #:	
Address:	454 MCDOWELL ST	Sold to Customer #:	11294
City, State, Zip:	WELCH, WV 24801		

THIS SUPPLEMENT ("Supplement") to the Master Products Agreement (the "Agreement") dated _____ is by and between Siemens Healthcare Diagnostics Inc. ("Siemens") and the party identified under "Legal Name" (or "Customer Name" if no "Legal Name") in the heading above ("Customer") and incorporates the terms and conditions of the Agreement. Capitalized but undefined terms will have the meanings ascribed to them in the Agreement. Attachment A and all terms included therein are incorporated by reference into this Supplement. For all purposes hereof, this Supplement is effective as of the date of Siemens' execution ("Supplement Effective Date").

1) PRODUCTS. Customer agrees to purchase from Siemens on a periodic basis during each year of the Supplement Term, but no less frequently than every ninety (90) days, the Products listed on Attachment A at the prices specified on Attachment A.

2) PRODUCT INVOICING. Customer will be invoiced upon shipment of Products.

3) COMMITMENT The Commitment Amount is specified on Attachment A. The Commitment Amount and pricing are determined by tiers under the Group Purchasing Agreement. The parties agree that Siemens will review Customer's actual purchases on a periodic basis (but no less frequently than annually) to determine whether Customer purchased the Commitment Amount of Products during the previous year.

4) TERM. The Supplement is effective as of the Supplement Effective Date. The Supplement Term is 60 months beginning thirty (30) days after the Supplement Effective Date. Upon completion of the initial Supplement Term, the Supplement shall automatically renew on a month-to-month basis until either party provides the other with thirty (30) days written notice of termination.

5) PRICING TERMS. The pricing under this Supplement applies only to the Products that are used by Customer. The pricing and other terms stated in this Supplement supersedes any previous price arrangements Customer has with Siemens or any Group Purchasing Agreements. Siemens reserves the right to increase the then-current pricing on a periodic basis or as otherwise permitted under the terms of this Supplement (such increases are referred to herein as "Price Increases").

6) TRAINING. If applicable, Siemens will provide Equipment training at the location and for the number of people specified on Attachment A. The training slots shall remain available during the initial Supplement Term.

7) SERVICE. If Equipment Service is specified on Attachment A, a Siemens appointed service representative will provide such Service in accordance with the type of Service and for the Service period specified on Attachment A.

8) ENTIRE AGREEMENT; AMENDMENTS. All of the terms, covenants and conditions set forth in the Agreement are incorporated herein by reference as if the same had been set forth herein and there are no understandings, agreements, or representations expressed or implied not stated herein. If there is a conflict between the terms of this Supplement and the Agreement, the terms of this Supplement (including any Attachment(s) and Exhibit(s)) shall prevail.

9) FREIGHT. Freight will be charged as set forth in the applicable Group Purchasing Agreement.

SIEMENS

IN WITNESS HEREOF, each party has caused its duly authorized representative to execute this Supplement as of the Supplement Effective Date.

Sales Representative (Print Name) Quote #: **1-35ADAB** Approval Date: **4/1/2016**

CUSTOMER (use blue ink):

Signature Date

Name (Print)

Title (Print)

SIEMENS HEALTHCARE DIAGNOSTICS INC. (Corporate Office):

Signature Date

Name (Print)

Title (Print)

Signature Date

Name (Print)

Title (Print)