Table of Contents

PHILIPS

Contacts

Kristy Minzler, RN, MSN
Patient Care Account Manager
(304) 590-3412
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Philips Healthcare
3000 Minuteman Road
Andover, MA 01810

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Philips Healthcare

January 3, 2017

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

Re: CRFQ 0506 WEH170000007 – Telemetry

Dear Ms. Battle,

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

Philips Healthcare submitted a response to your **RFQ # CRFQ 0506 WEH1600000014** in March 2016. Our response to the Terms and Conditions from March 2016 remain the same. Please see below for our response to the files associated with **CRFQ 0506 WEH170000007**

- **CRFQ Forms** – Philips response to this file from March 1, 2016 remains the same
- **Instructions to Bidders Submitting Bids** – Philips response to General Terms and Conditions remain the same as our response from March 2016.
- **RFQ Specifications** – Philips complies with all specifications
- **Pricing Page** – Please see attached updated Pricing sheet and quotations
- **HIPAA Business Associate Addendum** – Please see attached response
- **Provisions Required for Federally Funded Procurements** – Please see attached response
- **Vendor Preference Certificate** – This file is not applicable.
- **Purchasing Affidavit** – Please see affidavit provided in March 2016 (attached here for your convenience).

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

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

expand when you are ready.

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

Sincerely,

Kristy Minzler

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

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

State of West Virginia
Request for Quotation
26 — Medical

Proc Folder: 206735
Doc Description: Telemetry
Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2016-12-06	2017-01-03 13:30:00	CRFQ 0506 WEH1700000007	1

BID RECEIVING LOCATION

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

VENDOR

Vendor Name, Address and Telephone Number:

Philips Healthcare, a division of Philips Electronics North America Corporation
3000 Minuteman Road
Andover, MA 01810
(978) 659-3000

FOR INFORMATION CONTACT THE BUYER

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

Signature X FEIN # 13-3429115 DATE 01/03/2017

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

ADDITIONAL INFORMATION:

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Department of Health and Human Resources (WVDHHR), ...reau for Behavioral Health and Health Facilities (BHHF), Welch Community Hospital to establish a contract for the one-time purchase of fifteen ... bedside monitors, ten (10) medical surgical wearable patient monitors, and three (3) information centers, and to provide installation and ... service training for medical staff.

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Bedside Monitors	15.00000	EA		

Comm Code	Manufacturer	Specification	Model #
42181719			

Extended Description :

3.1.1 Bedside monitors

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Medical surgical wearable patient monitors	10.00000	EA		

Comm Code	Manufacturer	Specification	Model #
42181719	Philips Healthcare		

Extended Description :

3.1.2 Medical surgical wearable patient monitors

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Information centers	3.00000	EA		

Comm Code	Manufacturer	Specification	Model #
42181719	Philips Healthcare		

Extended Description :
3.1.3 Information centers

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Warranty	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
84101503	Philips Healthcare		

Extended Description :
3.1.4 Warranty

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Manual/CDs	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
55101521	Philips Healthcare		

nded Description :

..5 Manual/CDs

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Installation	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81111809	Philips Healthcare		

Extended Description :

3.1.6 Installation

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	In-service medical staff	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
86000000	Philips Healthcare		

Extended Description :

3.1.7 In-service medical staff

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Questions Due	2016-12-20

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

RFQ Specifications

PHILIPS

SPECIFICATIONS

Philips complies with all specifications

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Department of Health and Human Resources (WVDHHR), Bureau for Behavioral Health and Health Facilities (BHHF), Welch Community Hospital to establish a contract for the one time purchase of one time purchase of fifteen (15) bedside monitors, ten (10) medical surgical wearable patient monitors, and three (3) information centers. Vendor is to provide installation and in-service training for medical staff.

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

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.

   2.1 "Contract Item" means one time purchase of fifteen (15) bedside monitors, ten (10) medical surgical wearable patient monitors, and three (3) information centers as more fully described by these specifications.

   2.2 "Contract Services" means to provide installation and in-service training of medical staff as more fully described in these specifications.

   2.3 "Pricing Page" means the pages, contained in wvOASIS or attached as Exhibit A, upon which Vendor should list its proposed price for the Contract Items.

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

3. **GENERAL REQUIREMENTS:**

   3.1 Mandatory Contract Item Requirements: Contract Item must meet or exceed the mandatory requirements listed below.

3.1.1 **Bedside Monitors (Fifteen [15]in total-Seven [7] for Intensive Care Unit [ICU], Seven [7] for Emergency Department [ED], One [1] Post Anesthesia Care Unit[PACU])** must meet or exceed the mandatory requirements listed below. Bedside monitors proposed for this opportunity shall comply with the following specifications:

3.1.1.1 Measurement Features:

3.1.1.1.1 Must have electrocardiogram (ECG) monitoring.
Philips meets this requirement.

3.1.1.1.2 Must have twelve (12)-lead ECG monitoring.
Philips meets this requirement.

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

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

3.1.1.1.5 Must have capnography extensions to extend measurement capability by adding mainstream or side stream carbon dioxide ($C0_2$), a pressure and an additional pressure or temperature measurement plus optional cardiac output.
Philips meets this requirement.

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

3.1.1.1.7 Must have pulse pressure variation (PPV) that can be calculated from beat to beat arterial pressure valves.
Philips meets this requirement.

3.1.1.2 Usability Features:

3.1.1.2.1 Must have menu hierarchy for access to all basic monitoring tasks.
Philips meets this requirement.

3.1.1.2.2 Must have patient management with tabular and graphic trends.
Philips meets this requirement.

3.1.1.2.3 Must have ventilation, hemodynamic and oxygenation calculations.
Philips meets this requirement.

3.1.1.2.4 Must have a drug calculator.
Philips meets this requirement.

3.1.1.2.5 Must have settings profile functionality.
Philips meets this requirement.

3.1.1.2.6 Must have automatic alarm limits.
Philips meets this requirement.

3.1.1.2.7 Must have capability to silence alarms from bedside.
Philips meets this requirement.

3.1.1.2.8 Must have multiple input devices: Touchscreen, mouse, and keyboard.
Philips meets this requirement.

3.1.1.2.9 Must have a minimum of a ten (10) inch to a maximum nineteen (19) inch display with wide viewing angle, large numerics, and visible alarm limits with real time wave forms.
Philips meets this requirement.

3.1.1.2.10 Must have graphical measurement windows showing which measurements are being used by which device.
Philips meets this requirement.

3.1.1.3 Intended Use:

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

3.1.1.4 Modularity:

3.1.1.4.1 Shall have the ability to function as stand-alone or networked.
Philips meets this requirement.

3.1.1.5 Upgradability:

3.1.1.5.1 Shall have the ability to be updated as practices and technologies advance.
Philips meets this requirement.

3.1.1.6 Main Components:

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

3.1.1.6.2 The user interface must be designed for operation.
Philips meets this requirement.

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

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

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

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

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

Philips meets this requirement.

3.1.1.7 Applications and Features:

3.1.1.7.1 The monitor must have multi-lead arrhythmia detection analysis on the patient's ECG waveform at the bedside. It must analyze for ventricular arrhythmias, calculate heart rate and generate alarms, including asystole, bradycardia, and ventricular fibrillation.
Philips meets this requirement.

3.1.1.7.2 Shall have a minimum of twelve (12) leads of ST segment analysis that can be performed at bedside measuring ST elevation and depression generating alarms and events. Must have ability to trend ST changes, set high and low alarm limits, and set both ST and isoelectric measurement points.
Philips meets this requirement.

3.1.1.7.3 Must have QT/QTc interval monitoring that provides the measured QT interval, the calculated heart-rate, corrected QTc value and a QTc value, which tracks variation in the QT interval in relation to a baseline value.
Philips meets this requirement.

3.1.1.7.4 Must have twelve (12) -level ECG capability with twelve (12) real-time ECG waveforms that can be displayed simultaneously.
Philips meets this requirement.

3.1.1.7.5 Must have pulse oximetry technology to perform accurately even in cases of low perfusion.
Philips meets this requirement.

3.1.1.7.6 Must have choice of mainstream, side-stream and mainstream $C0_2$ monitoring for high quality measurements with intubated and non-intubated patients.
Philips meets this requirement.

3.1.1.7.7 Must have drug calculator to help manage intravenous (IV) drug infusions by calculating drug dose, rate, amount, volume, concentration, and standardized rate.
Philips meets this requirement.

3.1.1.7.8 Drug calculator must have ability to include a list of commonly used drugs.
Philips meets this requirement.

3.1.1.7.9 Events must be stored in a database for review and documented in a report or in a recording.
Philips meets this requirement.

3.1.1.7.10 Screen layouts must be adjustable, allowing flexible display of measurement information.
Philips meets this requirement.

3.1.1.7.11 Previous/next screen function must provide access to a minimum five (5) most recently modified screens.
Philips meets this requirement.

3.1.1.7.12 Temperature, height and weight must have option of configuration metric or imperial units.
Philips meets this requirement.

3.1.1.7.13 Pressure and gas measurements must have option to be displayed in both KPa (kilopascal) or displayed in mmHg (millimeter of Mercury).
Philips meets this requirement.

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

3.1.1.7.15 Tabular trends (vital signs) must show dates for a minimum of sixteen (16) measurement memories in a tabular form.
Philips meets this requirement.

3.1.1.7.16 The monitor must have capability to be portable for in-hospital transport.
Philips meets this requirement.

3.1.1.7.17 Monitor must not exceed a maximum weight of ten and a half (10 ½) kilograms (kg).
Philips meets this requirement.

3.1.1.7.18 The monitor must operate a minimum of four (4) hours on battery power.
Philips meets this requirement.

3.1.1.7.19 The monitor must allow the transition from bedside monitoring to transport with no need to disconnect patient cables or adjust any settings.
Philips meets this requirement.

3.1.1.7.20 Admit, discharge and transfer information must be shared between the networked monitor and information center.
Philips meets this requirement.

3.1.1.7.21 Printers must have ability to print the following patient reports:
Philips meets this requirement.

3.1.1.7.21.1 Event review and episodes reports

3.1.1.7.21.2 Twelve (12) -lead ECG reports

3.1.1.7.21.3 Alarm limits reports

3.1.1.7.21.4 Vital sign reports

3.1.1.7.21.5 Graphic trends

3.1.1.7.21.6 Cardiac output reports

3.1.1.7.21.7 Wedge procedure reports

3.1.1.7.21.8 Calculation reports

3.1.1.7.21.9 Drug calculation reports

3.1.1.7.21.10 Real-time wave reports
Philips meets ALL 3.1.1.7.21-3.1.1.7.21-10 PRINTER REQUIREMENTS ABOVE.

3.1.1.7.22 Report templates must have ability to be tailored to hospital's specific requirements.
Philips meets this requirement.

3.1.1.7.23 Monitor must have ability to print on locally or centrally-connected printers.
Philips meets this requirement.

3.1.1.7.24 Alarm limits must be permanently visible on main screen.
Philips meets this requirement.

3.1.1.7.25 Alarm limits must provide graphic depiction of alarm limits in relation to the currently monitored measurement values and alarm limits must be adjustable.
Philips meets this requirement.

3.1.1.7.26 When alarm limits are exceeded, must have multiple ways of alerting staff.
Philips meets this requirement.

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

3.1.1.7.28 Monitors must have ability to be part of a wired or wireless hospital network system.
Philips meets this requirement.

3.1.1.8 Clinical Calculation Set.

3.1.1.8.1 Must have clinical calculation sets that include hemodynamic, oxygenation and ventilation.
Philips meets this requirement.

3.1.1.9 Information Centers Three (3)

3.1.1.9.1 Must have a minimum nineteen inch (19") to a maximum thirty-two inch (32") non-touch display.
Philips meets this requirement.

3.1.1.9.2 Must have information center universal serial bus (USB) recorder.
Philips meets this requirement.

3.1.1.9.3 Must have an information center printer.
Philips meets this requirement.

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

3.1.1.9.5 Must have a minimum two (2) channel recorder to a maximum four (4) channel recorder.
Philips meets this requirement.

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

3.1.1.7.25 Alarm limits must provide graphic depiction of alarm limits in relation to the currently monitored measurement values and alarm limits must be adjustable.
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Philips meets this requirement.

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

Philips meets this requirement.

3.1.1.9.7 Must include all necessary PC hardware and connections.
Philips meets this requirement.

3.1.1.9.8 Must have upgradeability.
Philips meets this requirement.

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

3.1.2.1 Monitors:

3.1.2.1.1 Must have continuous electrocardiogram (ECG) monitoring with pulse oximetry option.
Philips meets this requirement.

3.1.2.1.2 Must have color touch screen display.
Philips meets this requirement.

3.1.2.1.3 Must have automatic sleep mode to conserve battery while maintaining privacy.
Philips meets this requirement.

3.1.2.1.4 Must have ability to view patient status with a single touch.
Philips meets this requirement.

3.1.2.1.5 Must have a minimum (2) channel of real time waveform.
Philips meets this requirement.

3.1.2.1.6 Must have a minimum four (4) screen formats.
Philips meets this requirement.

3.1.2.1.7 Must have flexible monitoring parameters.
Philips meets this requirement.

3.1.2.1.8 Must have wide variety of measurements including ECG and $SP0_2$.
Philips meets this requirement.

3.1.2.1.9 Must have ability to use disposable or rechargeable batteries.
Philips meets this requirement.

3.1.2.1.10 Must have battery status display on device and information center.
Philips meets this requirement.

3.1.2.2 Alarms:

3.1.2.2.1 Must display alarms for ECG and SPO_2.
Philips meets this requirement.

3.1.2.2.2 Must have touch review of current alarm settings, alarm histories, vital trends or activate monitor from sleep mode.
Philips meets this requirement.

3.1.2.3 Hospital Acquired Infections:

3.1.2.3.1 Must have connecters that reduce collection of soils and liquids.
Philips meets this requirement.

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

3.1.2.3.3 Must have reusable lead sets.
Philips meets this requirement.

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

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

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

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

3.1.3.4 Must support the telemetry system.
Philips meets this requirement.

3.1.3.5 Must support telemetry patient monitor. Philips meets this requirement.

3.1.3.6 Must support cable-less measurements.
Philips meets this requirement.

3.1.3.7 Must support wearable patient monitor.
Philips meets this requirement.

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

3.1.3.9 Must have name and patient identification information from hospital information center when clinical data server is present.
Philips meets this requirement.

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

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

3.1.3.12 Must support printing of a predefined set of reports.
Philips meets this requirement.

3.1.3.13 Must have tabular and graphical trend review.

3.1.3.14 Must support device locator option which remotely identifies the location of the telemetry devices.
Philips meets this requirement.

3.1.3.15 Must support communication with wired and wireless patient monitor.
Philips meets this requirement.

3.1.3.16 Patient Monitoring Data:

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

3.1.3.17 Patient Data Display:

3.1.3.17.1 Must have patient monitoring data viewed on main screen and in more detail on a separate patient window.
Philips meets this requirement.

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

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

3.1.3.17.4 Must have patient window directly accessible from main screen with greater data detail.
Philips meets this requirement.

3.1.3.18 Alarm Response:

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

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

3.1.3.18.3 Must have ability to review most recent alarm and print strip immediately.
Philips meets this requirement.

3.1.3.18.4 Must have ability to modify alarms with password protection.
Philips meets this requirement.

3.1.3.18.5 Must have ability to turn off alarm.
Philips meets this requirement.

3.1.3.19 Cableless Measurements:

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

3.1.3.20 Recording and Printing:

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

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

3.1.3.20.3 Must print grid and waveforms simultaneously to assure accurate registration.
Philips meets this requirement.

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

3.1.3.21 User Configuration:

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

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

3.1.3.22 On-Line Help:

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

3.1.3.23 Arrhythmia Monitoring:

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

3.1.3.23.2 Must have arrhythmia detector of the following alarms:
Philips meets this requirement.

3.1.3.23.2.1 Asystole
Philips meets this requirement.

3.1.3.23.2.2 Ventricular fibrillation
Philips meets this requirement.

3.1.3.23.2.3 Ventricular tachycardia
Philips meets this requirement.

3.1.3.23.2.4 Ventricular bradycardia
Philips meets this requirement.

3.1.3.23.2.5 Extreme bradycardia
Philips meets this requirement.

3.1.3.23.2.6 Extreme tachycardia
Philips meets this requirement.

3.1.3.23.2.7 Pacer not captive
Philips meets this requirement.

3.1.3.23.2.8 Pacer not pacing
Philips meets this requirement.

3.1.3.23.2.9 Premature ventricular contraction (PVC)-min
Philips meets this requirement.

3.1.3.23.2.10 Low heart rate
Philips meets this requirement.

3.1.3.23.2.11 High heart rate
Philips meets this requirement.

3.1.3.23.2.12 Irregular heart rate
Philips meets this requirement.

3.1.3.23.2.13 Non-sustained V-Tach
Philips meets this requirement.

3.1.3.23.2.14 Ventricular rhythm
Philips meets this requirement.

3.1.3.23.2.15 Run PVCs
Philips meets this requirement.

3.1.3.23.2.16 Pair PVCs
Philips meets this requirement.

3.1.3.23.2.17 Multiform PVCs
Philips meets this requirement.

3.1.3.23.2.18 R on T PVC
Philips meets this requirement.

3.1.3.23.2.19 Pause
Philips meets this requirement.

3.1.3.23.2.20 Missed beat
Philips meets this requirement.

3.1.3.23.2.21 Ventricular begeminy
Philips meets this requirement.

3.1.3.23.2.22 Ventricular trigeminy
Philips meets this requirement.

3.1.3.24 Patient Data Review:

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

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

3.1.3.25 Wave Review:

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

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

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

3.1.3.25.4 Must have strip reports.

Philips meets this requirement.

3.1.3.26 Alarm Review:

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

3.1.3.26.2 Must have a minimum of four (4) waveforms per event.
Philips meets this requirement.

3.1.3.26.3 Must have simultaneous display of alarm events.
Philips meets this requirement.

3.1.3.26.4 Must have search by alarm severity.
Philips meets this requirement.

3.1.3.26.5 Must have interval measurement.
Philips meets this requirement.

3.1.3.27 Event Review:

3.1.3.27.1 Must have strip delayed for verification of event criteria.
Philips meets this requirement.

3.1.3.28 Trend Review:

3.1.3.28.1 Must have tabular display of physiological parameters.
Philips meets this requirement.

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

3.1.3.28.3 Must have exact parameters displayed for cursor time location.
Philips meets this requirement.

3.1.3.28.4 Must have simultaneous display of trend plots.
Philips meets this requirement.

3.1.3.29 Twelve (12) Lead Review:

3.1.3.29.1 Must have 2.5 to 10 second snippets.
Philips meets this requirement.

3.1.3.29.2 Must have 3 x 4, 6 x 2 and 12 x 1 (row by column) display and reports.
Philips meets this requirement.

3.1.3.30 Information Center:

3.1.3.30.1 Must include PC with the following standard components:

3.1.3.30.1.1 Must have DVD/CD ROM disk drive/USB Port.
Philips meets this requirement.

3.1.3.30.1.2 Must have audio cord and speaker.
Philips meets this requirement.

3.1.3.30.1.3 Must have keyboard.
Philips meets this requirement.

3.1.3.30.1.4 Must have mouse.
Philips meets this requirement.

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

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

3.1.3.30.1.7 Must have uninterruptible power supply (UPS).
Philips meets this requirement.

3.1.3.30.1.8 Must have external speakers.
Philips meets this requirement.

3.1.3.31 Waveform Display:

3.1.3.31.1 Screen resolution must a minimum of 1280 x 1024.
Philips meets this requirement.

3.1.3.31.2 Vertical refresh rate must be a minimum of 60 Hz.
Philips meets this requirement.

3.1.3.31.3 Must have video-cable connector.
Philips meets this requirement.

3.1.3.32 Display Formats:

3.1.3.32.1 Must have single column: 4 x 1, 6 x 1, 8 x 1.
Philips meets this requirement.

3.1.3.32.2 Must have at least a 7.0 second wave trace at 24 mm/s.
Philips meets this requirement.

3.1.3.32.3 Must have a minimum 14.0 second wave trace at 12.5 mm/s.
Philips meets this requirement.

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

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

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

3.1.4 Equipment must have a minimum one (1) year warranty.
Philips meets this requirement.

Philips meets this requirement.

Subject to the applicable limited product specific Warranty, and except as otherwise stated therein, Philips warrants to Customer that the Philips equipment (including its operating software) will perform in substantial compliance with its performance specifications for a period of twelve (12) months beginning upon availability for First Patient Use. For a period of ninety (90) calendar days from the date Philips makes

Stand-alone Licensed Software available for First Patient Use, such Stand-alone Licensed Software shall substantially conform to the technical user manual that ships with the Stand-alone Licensed Software. "Stand-alone Licensed Software" shall mean sales of Licensed Software without a contemporaneous purchase of a server for the Licensed Software. In the event Philips is not the installer of the Stand-alone Licensed Software, the foregoing Warranty period shall commence upon shipment. If the start of the installation is delayed for any reason beyond the control of Philips for more than thirty (30) calendar days following the date that Philips notifies Customer that the major components of the product are available for delivery, the Warranty period begins on the thirty-first (31st) day following that date.

Please refer to **Section 4** for a copy of Philips product-specific Warranty.

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

Philips meets this requirement.

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

3.1.6 Must include all installation labor and supplies.

Philips meets this requirement.

From the time Philips receives a PO to "Go Live" on patients is generally between 8 and 12 weeks.

Philips installation team consists of a project manager that leads a team of clinical and technical staff for successful implementation of your products and services. The number of clinical and technical staff is determined during the kickoff meeting to meet the installation and clinical training timeline while considering continuity of patient care in your facility with minimal or no interruption.

Below is a typical list of resources provided by Philips:

- Patient Monitoring project manager (1)
- Infrastructure and cabling technical staff (2 to 3)

- Clinical specialist (1 to 2)
- Installation field service engineer (2 to 3)
- ADT interface project manager (1)
- ADT interface technical consultant (1)

Philips is providing a general list of implementation activities which occur during a typical installation. Once Hospital places an order, Philips can provide a detailed installation plan.

Hospital Responsibilities (unless Hospital purchases these services from Philips):

Hospital will identify a single Project Manager or point of contact that will be responsible to coordinate the installation.

Examples of these responsibilities include:

- Communicate with Philips Project Manager any changes in status of the project.
- Coordinate Hospital personnel (i.e. technical, engineering, administration, IT) for kickoff implementation meeting.
- Identify a secure storage and staging area, with power, 2 weeks prior to equipment delivery.
- Provide hospital floor plans in hardcopy or electronic format as required for the project.
- Signoff on equipment delivery and inventory.
- Coordinate access to equipment after delivery for unboxing, assembly, testing and configuration.

Philips Responsibilities:

Philips will provide a Project Manager that will be responsible to coordinate the installation. Philips professional project managers typically are responsible for: Managing schedules, processes, and budgets, Managing plans and expectations – SOW, Managing people, resources and issues. These responsibilities include:

- An Implementation plan developed in coordination with the hospital that will minimize staff and patient interference.
- Provide a network drawing and equipment specifications.
- Track and communicate the progress of order for delivery, installation and training dates.
- Assist hospital in inventorying new equipment.
- Coordinate setup and breakdown of training systems.
- Coordinate Philips Clinical Specialist for training on new equipment.
- Consultation and coordination with Nursing of minimizing and managing patient monitoring downtime during upgrades and additional network integration of existing equipment.

- Coordinate with nursing access to any existing equipment to be upgraded, relocated, as defined within the scope of the project.
- Upon completion of kickoff meeting, Philips Project Manager will coordinate and manage Philips resources needed to take project to completion or Go Live date.
- Install required mounting hardware brackets to monitoring system devices excludes attaching directly to a hospital structure.
- Install and test installation according to Philips and FDA requirements.
- The Philips Project Manager shall put together a comprehensive installation plan that will document the following:
- Key stakeholders and responsible parties within both organizations
- Verification of the project deliverables, addressing any potential changes in scopes discovered during the installation process
- Establishment of a project timeline and identification major milestones necessary to ensure a timely completion
- Understanding and identification of the manpower and material requirements necessary to complete the tasks
- Documentation of the solution design and the network and equipment layouts. Inclusive of product configurations.
- Coordination of the training schedules with the Clinical Applications Specialist

The Philips Project Manager has at his disposal local dedicated installation resources and supplemental manpower both internal and external to Philips to complete the assigned workload. The resources necessary to complete the implementation are governed by the scope of work and the agreed to time frame.

Estimated number of hours required by Hospital staff*:

- Kickoff meeting & planning = 2 hours
- Weekly communication = 2 hours
- Clinical configuration meeting = 2 hours
- Receiving deliveries = 4 hours
- Walk-through & system validation = 2 hours
- Go-live support = 4 to 6 hours

*Although participating in clinical education by your staff is a critical component of a successful implementation, it is not included in the above estimate.

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

Philips meets this requirement.

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

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

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

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

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

4. CONTRACT AWARD:

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

4.2 Pricing Page: Vendor should complete the Pricing Page by providing a Cost per Unit Price for the Commodity or Service Lines on the Request for

Quotation, and then multiply the Cost per Unit Price by the Quantity provided in order to obtain a Total Cost. Add the column of Total Cost together to provide the Grand Total Cost. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

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

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

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

7 **DELIVERY AND RETURN:**

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

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

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

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

7.4 Return of Unacceptable Items: If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within

five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

7.5 Return Due to Agency Error: Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

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

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

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

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

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

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

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

10 VENDOR DEFAULT:

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

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

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

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

10.1.4 Failure to remedy deficient performance upon request.

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

10.2.1 Immediate cancellation of the Contract.

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

10.2.3 Any other remedies available in law or equity.

11 MISCELLANEOUS:

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

Contract Manager: Laura Hays, Commercial Contracts Manager
Telephone Number: (978) 659-2512
Fax Number: N/A
Email Address: laura.hays@philips.com

Pricing Page

PHILIPS

Pricing Page

CRFQ 0506 WEH1700000007

Telemetry

Description/Equipment/One Time Purchase	UNSPSC	Unit of Measure	Quantity	Cost Per Unit	Total Cost
3.1.1 Bedside monitors	42181719	Each	15	25,024.21	375,363.20
3.1.2 Medical surgical wearable patient monitors	42181719	Each	10	9,191.87	91,918.76
3.1.3 Information center	42181719	Each	3	43,973.64	131,920.92
3.1.4 Warranty	42181719	Each	1	Included	included
3.1.5 Manual/CDs	55101521	Each	1	Included	Included
3.1.6 Installation	81111809	Each	1	47,065.00	47,065.00
3.1.7 In-service medical staff	86000000	Each	1	24,360.00	24,360.00
				Grand Total Cost	670,637.88

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

Philips Healthcare
Vendor Name (Printed)

3000 Minuteman Rd Andover, MA 01810
Purchase Order Address

3000 Minuteman Rd Andover, MA 01810
Vendor Remit-To Address:

Kristy Minzter
Vendor Authorized Representative (Printed)

Signature

Date 1-3-17

304-590-3412
Telephone

n/a
Fax

Kristy.minzter@philips.com
E-mail

Quotations

PHILIPS

PHILIPS

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

Email PO to: Healthcare.Orders@philips.com
or
Fax PO to: 1-800-947-3299
or
Mail PO to:
Philips Healthcare
Order Processing, MS0400
Andover, MA 01810-1099

800-934-7372

QUOTE DATE	QUOTE NUMBER	PAGE
01/03/2017	2300664156	1 / 8
LAST UPDATED 01/03/2017 **TIME** 15:16:59		
EXPIRATION DATE 03/03/2017	**INCOTERMS** FOB DESTINATION	

PAYMENT TERMS
Net 30 Days
Subject to Credit Approval

FORMAL QUOTE

CUSTOMER:
Attention:

Welch Community Hospital
454 McDowell St
WELCH WV 24801-2029
UNITED STATES

Customer Number : 94068759

SALES REPRESENTATIVE

Kristy Minzler Ph: 304-590-3412

Fax:

QUOTE CONTACT

Federal EIN: 13-3429115

ITEM	PRODUCT	DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT AMOUNT (USD)	TOTAL AMOUNT (USD)
		SPECIAL COMMENTS ICU - ED - PACU				
10	866389_NB1 866389_NB1	PIIC iX B.X New System New Domain	1	PCE	3,850.00	3,850.00
		The Philips IntelliVue Information System iX (PIIC iX) allows connectivity between bedside monitors and hospital systems, including database software that supports the first 128 patients on the network. This server application supports both virtual and physical server installations. PIIC iX is implemented with a remote connection to Philips using Philips Remote Services platform.				
		BB1 Surveillance Bed	15		3,619.00	54,285.00
		New Bed License for the PIIC iX enterprise includes interfacing options (HL7,ADT,LAB), seven days of full disclosure, powerful arrhythmia algorithms, visual tools to aid with M.I. management, and visualization of patient stability.				
		CB1 Cardiology Workflow	15		500.00	7,500.00
		New Bed License for the PIIC iX. Allows 12-lead ECGs acquired using the bedside monitor to be analyzed, reviewed and linked to an order, and then passed to an ECG management system and/or Holter system. The complete 12-lead ECG workflow requires 12-lead measurement options enabled on the monitor and at the IntelliBridge Enterprise interface engine, which can be purchased separately.				

PHILIPS

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

QUOTE DATE	QUOTE NUMBER	PAGE
01/03/2017	2300664156	2 / 8
LAST UPDATED 01/03/2017	**TIME** 15:16:59	
EXPIRATION DATE 03/03/2017	**INCOTERMS** FOB DESTINATION	

FORMAL QUOTE

REPRINT

ITEM	PRODUCT	DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT AMOUNT (USD)	TOTAL AMOUNT (USD)
		VB1 Visibility Workflow	15		500.00	7,500.00
		New Bed License for PIIC iX. This supports staff collaboration by allowing review of a Web version of the PIIC iX central station. Note: certain smartphones can also use this feature. Please see technical data sheet for current validated phones and/or IE requirements.				
		MDB Additional Media Kits	1		.00	.00
		Additional Media Kit(s).				
		1FB Add'l Hardcopy IFU	1		.00	.00
		Additional hardcopy of the instructions for use for the PIIC iX central station.				
		Special Discount			-32.00 %	-23,403.20
		Net price				49,731.80
20	866424 866424	PIIC iX Hardware	2	PCE		
		ENT SQL Svr 2014	2		5,385.00	10,770.00
		H31 HP G9 Server	2		17,518.00	35,036.00
		H3U Server UPS Hardware	2		1,630.00	3,260.00
		Special Discount			-32.00 %	-15,701.12
		Net price				33,364.88
30	866424 866424	PIIC iX Hardware	2	PCE		
		H1U UPS Hardware	2		518.00	1,036.00
		HS1 PC Hardware with SSD	2		3,850.00	7,700.00
		Special Discount			-32.00 %	-2,795.52
		Net price				5,940.48
40	862120 862120	M3176C Information Center USB Recorder	2	PCE		
		A01 One Recorder	2		3,525.00	7,050.00
		Special Discount			-32.00 %	-2,256.00
		Net price				4,794.00
50	866424 866424	PIIC iX Hardware	2	PCE		
		PRT Color Printer	2		1,733.00	3,466.00

PHILIPS

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

QUOTE DATE	QUOTE NUMBER	PAGE
01/03/2017	2300664156	3 / 8
LAST UPDATED / TIME		
01/03/2017 15:16:59		
EXPIRATION DATE	INCOTERMS	
03/03/2017	FOB DESTINATION	

FORMAL QUOTE

REPRINT

ITEM	PRODUCT	DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT AMOUNT (USD)	TOTAL AMOUNT (USD)
		Special Discount			-32.00 %	-1,109.12
		Net price				2,356.88
60	866064_NAM 866064_NAM	IntelliVue MX500 US	15	PCE		
		Philips IntelliVue MX500 monitor				
		AL1 MX500 Advanced Monitor	15		15,017.00	225,255.00
		MX500 Advanced Monitor with 12" touchscreen that supports six waves and four invasive pressures when combined with the Multi-Measurement Server or X2, extensions, and three integrated module slots. Building on the foundation of critical care software, a suite of clinical decision support tools has been added: profiles, early warning scoring, and sepsis tools. Includes basic labor and installation.				
		E24 One Lithium Ion Battery	15		270.00	4,050.00
		Bed Hanger Mount				
		J45 Smart Hopping IF 1.4 GHz	15		2,870.00	43,050.00
		Internal 1.4GHz wireless adapter				
		Special Discount			-32.00 %	-87,153.60
		Net price				185,201.40
70	M3001A 862442	IntelliVue Multi Measurement Server	15	PCE		
		A01 PHILIPS FAST SpO2	15		6,317.00	94,755.00
		C06 Combined IBP/Temp	15		702.00	10,530.00
		C12 Conventional 12-Lead ECG	15		924.00	13,860.00
		SC1 SRL Connect Cable - 0.75 m	15		.00	.00
		Special Discount			-32.00 %	-38,126.40
		Net price				81,018.60
80	M1116C 866336	Thermal Array Recorder Module	15	PCE	2,517.00	37,755.00
		Special Discount			-32.00 %	-12,081.60
		Net price				25,673.40
90	M1012A 862279	Cardiac Output Parameter Module	15	PCE	4,355.00	65,325.00

PHILIPS

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

QUOTE DATE	QUOTE NUMBER	PAGE
01/03/2017	2300664156	4 / 8
LAST UPDATED / 01/03/2017	**TIME** / 15:16:59	
EXPIRATION DATE / 03/03/2017	**INCOTERMS** / FOB DESTINATION	

FORMAL QUOTE

REPRINT

ITEM	PRODUCT	DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT AMOUNT (USD)	TOTAL AMOUNT (USD)
		K03 CO Injectate Kit	15		791.00	11,865.00
		Special Discount			-32.00 %	-24,700.80
		Net price				52,489.20
100	M1668A 989803145061	CBL 5 Lead ECG Trunk, AAMI/IEC 2.7m	15	PCE	141.00	2,115.00
		Net price				2,115.00
110	M1968A 989803125841	CBL 5 Leadset, Grabber, AAMI, ICU	15	PCE	113.00	1,695.00
		Net price				1,695.00
120	989803179111 989803179111	Nasal Filterline O2 Adult Long	1	BX	592.00	592.00
		Net price				592.00
130	M1920A 989803105531	FilterLine Set Adult/Pedi	1	PCE	343.40	343.40
		Net price				343.40
140	M1599B 989803104341	Adult NIBP Air Hose 3.0m	15	PCE	69.00	1,035.00
		Net price				1,035.00
150	M1191BL 989803144381	Reusable Adult SpO2 Sensor	15	PCE	276.00	4,140.00
		Net price				4,140.00
160	864290 864290	Easy Care Assortment Kit - 6 sizes	15	PCE	185.00	2,775.00
		Net price				2,775.00
170	866426 866426	Cisco 2960 24 Port PoE Switch	1	PCE	5,200.00	5,200.00
		Special Discount			-32.00 %	-1,664.00
		Net price				3,536.00
180	866430 866430	Intellivue Configured Router	2	PCE	9,095.00	18,190.00

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

QUOTE DATE	QUOTE NUMBER	PAGE
01/03/2017	2300664156	5 / 8
LAST UPDATED 01/03/2017	**TIME** 15:16:59	
EXPIRATION DATE 03/03/2017	**INCOTERMS** FOB DESTINATION	

FORMAL QUOTE

REPRINT

ITEM	PRODUCT	DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT AMOUNT (USD)	TOTAL AMOUNT (USD)
		Special Discount			-32.00 %	-5,820.80
		Net price				12,369.20
190	H1028B 890500	Installation Site Services	1	PCE	19,235.00	19,235.00
		A04 Facilities Implem Solutions				
		Net price				19,235.00
200	MXU0299 MXU0299	Display Flt Pnl non-touch PIICiX 23" NEC	2	PCE	589.00	1,178.00
		Net price				1,178.00
210	MXU0346 MXU0346	M-Series Pivot Arm 8" w/Down Post (i)	15	PCE	375.00	5,625.00
		Net price				5,625.00
220	MXU0360 MXU0360	Hook Cable Management, 5 hook (i)	15	PCE	121.00	1,815.00
		Net price				1,815.00
230	MXU0084	CSCN Minimum Engagement Services	1	PCE		
		A50 Direct Connect Services	1		9,280.00	9,280.00
		Net price				9,280.00
240	890539 890539	Clinical Config. & Impl. Services (CMS)	1	PCE		
		A03 3 Consecutive Standard Shifts	1		5,250.00	5,250.00
		Net price				5,250.00
250	890539 890539	Clinical Config. & Impl. Services (CMS)	1	PCE		
		A08 3 Consecutive Overtime Shifts	1		6,930.00	6,930.00
		Net price				6,930.00

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QUOTE DATE		QUOTE NUMBER	PAGE
01/03/2017		2300664156	6 / 8
LAST UPDATED	TIME		
01/03/2017	15:16:59		
EXPIRATION DATE		INCOTERMS	
03/03/2017		FOB DESTINATION	

FORMAL QUOTE

REPRINT

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

Total Quotation List Price	733,296.40
Less All Applicable Discounts	-214,812.16
Total Quotation Net Price	**518,484.24**

Philips Healthcare is pleased to inform you that financing of its products and services is available to qualified applicants. To obtain more information
contact Philips Medical Capital @ 866-513-4PMC.
*
If no contract is identified in the previous sentence or the products and/or services are not covered by this contract, this quotation is issued pursuant to, and any PO for the items herein will be accepted subject to the Philips Terms and Conditions of Sale posted at http://www.healthcare.philips.com/main/terms_conditions/ and the terms herein.
*
The discount quoted herein is a
a Special Negotiated Discount of 32%.
*
MD Buyline – Please be aware that MD Buyline utilizes Philips current list prices as the basis of calculation for discount comparisons. If you are a customer utilizing a GPO contract with fixed pricing, it is likely that the list price on this quotation is based on an older published price list, and may be considerably less than the current list pricing that MD Buyline uses in its analysis. As such, the MD Buyline discount recommendation may be higher than the Philips offering for your particular purchase. If you have a question, please ask your Sales Representative for clarification. Should you have concerns or want additional information relative to how discount comparisons are calculated at MD Buyline, please call your analyst at MD Buyline.
*
All work is scheduled within normal working hours;
Monday through Friday, 8 a.m. to 5 p.m. excluding Philips holidays.
All pricing is based on travel zones 1-3. For travel zones beyond 1-3, consult your Philips sales rep for alternate pricing.
It is the customers responsibility to provide Philips with the access necessary to complete the quoted work in a continuous start to finish manner.
Excessive delays and multiple visits will result in additional charges.
All prices are based upon 'adequate access' to work areas that are free from obstruction.
If it is determined, during the implementation that asbestos removal is required; Philips will suspend performance until the Customer remediates the asbestos.

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

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

*

Products are for USA end-use only. Taxes, if applicable, are not included unless noted but will be added to the invoice. The Purchase Order must reference the Quote Number and your Purchase Agreement. Please indicate your requested delivery date and your preference, if any, to accept and pay for partial shipments. If this quote includes Value-Added Services, they may be invoiced separately. Additional sold training must be completed within twelve months of delivery/installation. System cabling, if included, is specified at the standard grade unless noted otherwise.

*

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

*

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

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QUOTE DATE	QUOTE NUMBER	PAGE
01/03/2017	2300664156	8 / 8
LAST UPDATED TIME		
01/03/2017 15:16:59		
EXPIRATION DATE	INCOTERMS	
03/03/2017	FOB DESTINATION	

FORMAL QUOTE

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

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Email PO to: Healthcare.Orders@philips.com
or
Fax PO to: 1-800-947-3299
or
Mail PO to:
Philips Healthcare
Order Processing, MS0400
Andover, MA 01810-1099

800-934-7372

QUOTE DATE	QUOTE NUMBER	PAGE
01/03/2017	2300664157	1 / 7
LAST UPDATED 01/03/2017 **TIME** 15:28:31		
EXPIRATION DATE 03/03/2017	**INCOTERMS** FOB DESTINATION	

PAYMENT TERMS
Net 30 Days
Subject to Credit Approval

FORMAL QUOTE

CUSTOMER:
Attention:

Welch Community Hospital
454 McDowell St
WELCH WV 24801-2029
UNITED STATES

Customer Number : 94068759

SALES REPRESENTATIVE

Kristy Minzler Ph: 304-590-3412

Fax:

QUOTE CONTACT

Federal EIN: 13-3429115

ITEM	PRODUCT	DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT AMOUNT (USD)	TOTAL AMOUNT (USD)
		SPECIAL COMMENTS Tele				
10	866390_EB1 866390_EB1	PIIC iX B.X Expanded Domain	1	PCE		
		The Philips IntelliVue Information System iX (PIIC iX) expanded domain. Allows connectivity between bedside monitors and hospital systems, including database software that supports the first 128 patients on the network. This server application supports both virtual and physical server installations.				
		PIIC iX is implemented with a remote connection to Philips using Philips Remote Services platform.				
		BB1 Surveillance Bed Exp	10		3,619.00	36,190.00
		Expanded Bed License for the PIIC iX enterprise includes interfacing options (HL7,ADT,LAB), seven days of full disclosure, arrhythmia algorithms, visual tools to aid with M.I. management, and visualization of patient stability.				
		VB1 Visibility WF Exp	10		500.00	5,000.00
		Expanded Bed License for PIIC iX. Supports staff collaboration by enabling a Web version of the PIIC iX central station. Certain smartphones can also use this feature. System requirements are specified on the technical data sheet, which is available from your sales rep.				
		MDB Additional Media Kits	1		.00	.00

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QUOTE DATE	QUOTE NUMBER	PAGE
01/03/2017	2300664157	2 / 7
LAST UPDATED **TIME**		
01/03/2017 15:28:31		
EXPIRATION DATE	**INCOTERMS**	
03/03/2017	FOB DESTINATION	

FORMAL QUOTE

REPRINT

ITEM	PRODUCT	DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT AMOUNT (USD)	TOTAL AMOUNT (USD)
		Additional Media Kit(s).				
		1FB Add'l Hardcopy IFU	1		.00	.00
		Additional hardcopy of the instructions for use for the PIIC iX central station.				
		Special Discount			-32.00 %	-13,180.80
		Net price				28,009.20
20	866424 866424	PIIC iX Hardware	1	PCE		
		H1U UPS Hardware	1		518.00	518.00
		HS1 PC Hardware with SSD	1		3,850.00	3,850.00
		Special Discount			-32.00 %	-1,397.76
		Net price				2,970.24
30	862120 862120	M3176C Information Center USB Recorder	1	PCE		
		A01 One Recorder	1		3,525.00	3,525.00
		Special Discount			-32.00 %	-1,128.00
		Net price				2,397.00
40	866424 866424	PIIC iX Hardware	1	PCE		
		PRT Color Printer	1		1,733.00	1,733.00
		Special Discount			-32.00 %	-554.56
		Net price				1,178.44
50	865350 865350	MX40 1.4 GHz Smart Hopping	10	PCE		
		C01 Enhanced Arrhythmia	10		374.00	3,740.00
		J46 Short Range Radio	10		537.00	5,370.00
		S02 ECG + Fast SpO2 Enabled	10		5,759.00	57,590.00
		Special Discount			-32.00 %	-21,344.00
		Net price				45,356.00
60	989803171851 989803171851	CBL ECG 5lead Grabber, AAMI + SpO2, Tele	10	PCE	165.00	1,650.00

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QUOTE DATE	QUOTE NUMBER	PAGE
01/03/2017	2300664157	3 / 7
LAST UPDATED / 01/03/2017	**TIME** / 15:28:31	
EXPIRATION DATE / 03/03/2017	**INCOTERMS** / FOB DESTINATION	

FORMAL QUOTE

REPRINT

ITEM	PRODUCT	DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT AMOUNT (USD)	TOTAL AMOUNT (USD)
		Net price				1,650.00
70	M1196A 989803128631	Reusable Clip Adult SpO2 Sensor	10	PCE	113.00	1,130.00
		Net price				1,130.00
80	989803174891 989803174891	MX40 Battery Adapter, pkg 3	7	BX	210.00	1,470.00
		Net price				1,470.00
90	865220 865220	IntelliVue CL Charging Station	4	PCE	2,570.00	10,280.00
		Special Discount			-32.00 %	-3,289.60
		Net price				6,990.40
100	989803137831 989803137831	Telemetry Pouch w/window	1	BX	126.00	126.00
		Net price				126.00
110	866394 866394	IntelliVue Smart-hopping 1.4 GHz AP	9	PCE	1,929.00	17,361.00
		Special Discount			-32.00 %	-5,555.52
		Net price				11,805.48
120	MXU0068 MXU0068	Mounting Kits	9	PCE		
		A03 Tele System Mounting Kit	9		294.00	2,646.00
		Net price				2,646.00
130	865052 865052	IntelliVue 1.4 GHz Remote Antenna	4	PCE	1,200.00	4,800.00
		Special Discount			-32.00 %	-1,536.00
		Net price				3,264.00
140	MXU0068 MXU0068	Mounting Kits	4	PCE		
		A03 Tele System Mounting Kit	4		294.00	1,176.00
		Special Discount			-32.00 %	-376.32

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QUOTE DATE	QUOTE NUMBER	PAGE
01/03/2017	2300664157	4 / 7
LAST UPDATED TIME		
01/03/2017 15:28:31		
EXPIRATION DATE	INCOTERMS	
03/03/2017	FOB DESTINATION	

FORMAL QUOTE

REPRINT

ITEM	PRODUCT	DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT AMOUNT (USD)	TOTAL AMOUNT (USD)
		Net price				799.68
150	MXU0069 MXU0069	Connector Kits	4	PCE		
		A03 Tele System Connector Kit	4		294.00	1,176.00
		Special Discount			-32.00 %	-376.32
		Net price				799.68
160	866212 866212	IntelliVue Smart-hopping Sync	1	PCE	2,550.00	2,550.00
		Special Discount			-32.00 %	-816.00
		Net price				1,734.00
170	865346 865346	IntelliVue Smart-hopping APC	2	PCE	4,082.00	8,164.00
		Special Discount			-32.00 %	-2,612.48
		Net price				5,551.52
180	866426 866426	Cisco 2960 24 Port PoE Switch	1	PCE	5,200.00	5,200.00
		Special Discount			-32.00 %	-1,664.00
		Net price				3,536.00
190	H1028B 890500	Installation Site Services	1	PCE	14,761.00	14,761.00
		A04 Facilities Implem Solutions				
		Net price				14,761.00
200	MXU0040	WMTS Registration Services	1	PCE	3,200.00	3,200.00
		Net price				3,200.00
205	MXU0299 MXU0299	Display Flt Pnl non-touch PIICiX 23" NEC	1	PCE	589.00	589.00
		Net price				589.00
210	890539 890539	Clinical Config. & Impl. Services (CMS)	1	PCE		

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QUOTE DATE	QUOTE NUMBER	PAGE
01/03/2017	2300664157	5 / 7
LAST UPDATED **TIME**		
01/03/2017 15:28:31		
EXPIRATION DATE	**INCOTERMS**	
03/03/2017	FOB DESTINATION	

FORMAL QUOTE

REPRINT

ITEM	PRODUCT	DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT AMOUNT (USD)	TOTAL AMOUNT (USD)
		A03 3 Consecutive Standard Shifts	1		5,250.00	5,250.00
		Net price				5,250.00
220	890539 890539	Clinical Config. & Impl. Services (CMS)	1	PCE		
		A08 3 Consecutive Overtime Shifts	1		6,930.00	6,930.00
		Net price				6,930.00
		Total Quotation List Price				205,975.00
		Less All Applicable Discounts				-53,831.36
		Total Quotation Net Price				**152,143.64**

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*
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It is the customers responsibility to provide Philips with

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

the access necessary to complete the quoted work in a continuous start to finish manner.
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QUOTE DATE	QUOTE NUMBER	PAGE
01/03/2017	2300664157	7 / 7
LAST UPDATED / **TIME**		
01/03/2017 15:28:31		
EXPIRATION DATE	**INCOTERMS**	
03/03/2017	FOB DESTINATION	

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HIPAA Business Associate Addendum

PHILIPS

WV STATE GOVERNMENT

HIPAA BUSINESS ASSOCIATE ADDENDUM

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

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

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

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

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

1. **Definitions.** Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

    a. **Agency Procurement Officer** shall mean the appropriate Agency individual listed at: http://www.state.wv.us/admin/purchase/vrc/agencyli.html.

    b. **Agent** shall mean those person(s) who are agent(s) of the Business Associate, in accordance with the Federal common law of agency, as referenced in 45 CFR § 160.402(c).

    c. **Breach** shall mean the acquisition, access, use or disclosure of protected health information which compromises the security or privacy of such information, except as excluded in the definition of Breach in 45 CFR § 164.402.

    d. **Business Associate** shall have the meaning given to such term in 45 CFR § 160.103.

    e. **HITECH Act** shall mean the Health Information Technology for Economic and Clinical Health Act. Public Law No. 111-05. 111th Congress (2009).

f. **Privacy Rule** means the Standards for Privacy of Individually Identifiable Health Information found at 45 CFR Parts 160 and 164.

g. **Protected Health Information or PHI** shall have the meaning given to such term in 45 CFR § 160.103, limited to the information created or received by Associate from or on behalf of Agency.

h. **Security Incident** means any known successful or unsuccessful attempt by an authorized or unauthorized individual to inappropriately use, disclose, modify, access, or destroy any information or interference with system operations in an information system.

i. **Security Rule** means the Security Standards for the Protection of Electronic Protected Health Information found at 45 CFR Parts 160 and 164.

j. **Subcontractor** means a person to whom a business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate.

2. Permitted Uses and Disclosures.

a. **PHI Described.** This means PHI created, received, maintained or transmitted on behalf of the Agency by the Associate. This PHI is governed by this Addendum and is limited to the minimum necessary, to complete the tasks or to provide the services associated with the terms of the original Agreement, and is described in Appendix A.

b. **Purposes.** Except as otherwise limited in this Addendum, Associate may use or disclose the PHI on behalf of, or to provide services to, Agency for the purposes necessary to complete the tasks, or provide the services, associated with, and required by the terms of the original Agreement, or as required by law, if such use or disclosure of the PHI would not violate the Privacy or Security Rules or applicable state law if done by Agency or Associate, or violate the minimum necessary and related Privacy and Security policies and procedures of the Agency. The Associate is directly liable under HIPAA for impermissible uses and disclosures of the PHI it handles on behalf of Agency.

c. **Further Uses and Disclosures.** Except as otherwise limited in this Addendum, the Associate may disclose PHI to third parties for the purpose of its own proper management and administration, or as required by law, provided that (i) the disclosure is required by law, or (ii) the Associate has obtained from the third party reasonable assurances that the PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party by the Associate; and, (iii) an agreement to notify the Associate and Agency of any instances of which it (the third party) is aware in which the confidentiality of the information has been breached. To the extent practical, the information should be in a limited data set or the minimum necessary information pursuant to 45 CFR § 164.502, or take other measures as necessary to satisfy the Agency's obligations under 45 CFR § 164.502.

3. **Obligations of Associate.**

a. **Stated Purposes Only.** The PHI may not be used by the Associate for any purpose other than as stated in this Addendum or as required or permitted by law.

b. **Limited Disclosure.** The PHI is confidential and will not be disclosed by the Associate other than as stated in this Addendum or as required or permitted by law. Associate is prohibited from directly or indirectly receiving any remuneration in exchange for an individual's PHI unless Agency gives written approval and the individual provides a valid authorization. Associate will refrain from marketing activities that would violate HIPAA, including specifically Section 13406 of the HITECH Act. Associate will report to Agency any use or disclosure of the PHI, including any Security Incident not provided for by this Agreement of which it becomes aware.

c. **Safeguards .** The Associate will use appropriate safeguards , and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of the PHI, except as provided for in this Addendum. This shall include, but not be limited to:

i. Limitation of the groups of its workforce and agents, to whom the PHI is disclosed to those reasonably required to accomplish the purposes stated in this Addendum, and the use and disclosure of the minimum PHI necessary or a Limited Data Set;

ii. Appropriate notification and training of its workforce and agents in order to protect the PHI from unauthorized use and disclosure;

iii. Maintenance of a comprehensive, reasonable and appropriate written PHI privacy and security program that includes administrative, technical and physical safeguards appropriate to the size, nature, scope and complexity of the Associate's operations, in compliance with the Security Rule;

iv. In accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information.

d. **Compliance With Law.** The Associate will not use or disclose the PHI in a manner in violation of existing law and specifically not in violation of laws relating to confidentiality of PHI, including but not limited to, the Privacy and Security Rules.

e. **Mitigation.** Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Associate of a use or disclosure of the PHI by Associate in violation of the requirements of this Addendum, and report its mitigation activity back to the Agency.

f. Support of Individual Rights.

i. **Access to PHI.** Associate shall make the PHI maintained by Associate or its agents or subcontractors in Designated Record Sets available to Agency for inspection and copying, and in electronic format, if requested, within ten (10) days of a request by Agency to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.524 and consistent with Section 13405 of the HITECH Act.

ii. **Amendment of PHI.** Within ten (10) days of receipt of a request from Agency for an amendment of the PHI or a record about an individual contained in a Designated Record Set. Associate or its agents or subcontractors shall make such PHI available to Agency for amendment and incorporate any such amendment to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR §164.526.

iii. **Accounting Rights.** Within ten (10) days of notice of a request for an accounting of disclosures of the PHI, Associate and its agents or subcontractors shall make available to Agency the documentation required to provide an accounting of disclosures to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR §164.528 and consistent with Section 13405 of the HITECH Act. Associate agrees to document disclosures of the PHI and information related to such disclosures as would be required for Agency to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528. This should include a process that allows for an accounting to be collected and maintained by Associate and its agents or subcontractors for at least six (6) years from the date of disclosure, or longer if required by state law. At a minimum, such documentation shall include:

- the date of disclosure;
- the name of the entity or person who received the PHI, and if known, the address of the entity or person;
- a brief description of the PHI disclosed; and
- a brief statement of purposes of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure.

iv. **Request for Restriction.** Under the direction of the Agency, abide by any individual's request to restrict the disclosure of PHI, consistent with the requirements of Section 13405 of the HITECH Act and 45 CFR § 164.522, when the Agency determines to do so (except as required by law) and if the disclosure is to a health plan for payment or health care operations and it pertains to a health care item or service for which the health care provider was paid in full "out-of-pocket."

v. **Immediate Discontinuance of Use or Disclosure.** The Associate will immediately discontinue use or disclosure of Agency PHI pertaining to any individual when so requested in writing by Agency. This includes, but is not limited to, cases in which an individual has withdrawn or modified an authorization to use or disclose PHI.

g. **Retention of PHI.** Notwithstanding section 4.a. of this Addendum, Associate and its subcontractors or agents shall retain all PHI pursuant to state and federal law and shall continue to maintain the PHI required under Section 3.f. of this Addendum for a period of six (6) years after termination of the Agreement, or longer if required under state law.

h. **Agent's, Subcontractor's Compliance.** The Associate shall notify the Agency of all subcontracts and agreements relating to the Agreement, where the subcontractor or agent receives PHI as described in section 2.a. of this Addendum. Such notification shall occur within 30 (thirty) calendar days of the execution of the subcontract and shall be delivered to the Agency Procurement Officer. The Associate will ensure that any of its subcontractors, to whom it provides any of the PHI it receives hereunder, or to whom it provides any PHI which the Associate creates or receives on behalf of the Agency, agree to the restrictions and conditions which apply to the Associate hereunder. The Agency may request copies of downstream subcontracts and agreements to determine whether all restrictions, terms and conditions have been flowed down. Failure to ensure that downstream contracts, subcontracts and agreements contain the required restrictions, terms and conditions may result in termination of the Agreement.

j. **Federal and Agency Access.** The Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI, as well as the PHI, received from, or created or received by the Associate on behalf of the Agency available to the U.S. Secretary of Health and Human Services consistent with 45 CFR § 164.504. ~~The Associate shall also make these records available to Agency, or Agency's contractor, for periodic audit of Associate's compliance with the Privacy and Security Rules.~~ Upon Agency's written request, the Associate shall provide proof of compliance with HIPAA and HITECH data privacy/protection guidelines, certification of a secure network and other assurance relative to compliance with the Privacy and Security Rules. This section shall also apply to Associate's subcontractors, if any.

k. **Security.** The Associate shall take all steps necessary to ensure the continuous security of all PHI and data systems containing PHI. In addition, compliance with 74 FR 19006 Guidance Specifying the Technologies and Methodologies That Render PHI Unusable, Unreadable, or Indecipherable to Unauthorized Individuals for Purposes of the Breach Notification Requirements under Section 13402 of Title XIII is required, to the extent practicable. If Associate chooses not to adopt such methodologies as defined in 74 FR 19006 to secure the PHI governed by this Addendum, it must submit such written rationale, including its Security Risk Analysis, to the Agency Procurement Officer for review prior to the execution of the Addendum. This review may take up to ten (10) days.

l. **Notification of Breach.** During the term of this Addendum, the Associate shall notify the Agency and, unless otherwise directed by the Agency in writing, the WV Office of Technology ~~immediately~~ promptly by e-mail or web form upon the discovery of any Breach of unsecured PHI; or within ~~24 hours~~ five (5) business days by e-mail or web form of any suspected Security Incident, intrusion or unauthorized use or disclosure of PHI in violation of this Agreement and this Addendum, or potential loss of confidential data affecting this Agreement. Notification shall be provided to the Agency Procurement Officer at www.state.wv.us/admin/purchase/vrc/agencyli.htm and,

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

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

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

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

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

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

4. Addendum Administration.

a. Term. This Addendum shall terminate on termination of the underlying Agreement or on the date the Agency terminates for cause as authorized in paragraph (c) of this Section, whichever is sooner.

b. Duties at Termination. Upon any termination of the underlying Agreement, the Associate shall return or destroy, at the Agency's option, all PHI received from, or created or received by the Associate on behalf of the Agency that the Associate

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

c. **Termination for Cause.** Upon Agency's knowledge of a material breach by Associate, Agency shall (i) provide an opportunity for Associate to cure the breach or end the violation within twenty (20) business days (ii) if Associate does not cure the breach or end the violation Agency may terminate the Agreement. If a cure is not reasonably possible, Agency may immediately terminate this Agreement.~~Associate authorizes termination of this Agreement by Agency, if Agency determines Associate has violated a material term of the Agreement. Agency may, at its sole discretion, allow Associate a reasonable period of time to cure the material breach before termination.~~

d. **Judicial or Administrative Proceedings.** The Agency may terminate this Agreement if the Associate is found guilty of a criminal violation of HIPAA. The Agency may terminate this Agreement if a finding or stipulation that the Associate has violated any standard or requirement of HIPAA/HITECH, or other security or privacy laws is made in any administrative or civil proceeding in which the Associate is a party or has been joined. Associate shall be subject to prosecution by the Department of Justice for violations of HIPAA/HITECH and shall be responsible for any and all costs associated with prosecution.

e. **Survival.** The respective rights and obligations of Associate under this Addendum shall survive the termination of the underlying Agreement.

5. **General Provisions/Ownership of PHI.**

a. **Retention of Ownership.** Ownership of the PHI resides with the Agency and is to be returned on demand or destroyed at the Agency's option, at any time, and subject to the restrictions found within section 4.b. above.

b. **Secondary PHI.** Any data or PHI generated from the PHI disclosed hereunder which would permit identification of an individual must be held confidential and is also the property of Agency.

c. **Electronic Transmission.** Except as permitted by law or this Addendum, the PHI or any data generated from the PHI which would permit identification of an individual must not be transmitted to another party by electronic or other means for additional uses or disclosures not authorized by this Addendum or to another contractor, or allied agency, or affiliate without prior written approval of Agency.

d. **No Sales.** Reports or data containing the PHI may not be sold without Agency's or the affected individual's written consent.

e. **No Third-Party Beneficiaries.** Nothing express or implied in this Addendum is intended to confer, nor shall anything herein confer, upon any person other than Agency, Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

f. **Interpretation.** The provisions of this Addendum shall prevail over any

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

g. **Amendment.** The parties agree that to the extent necessary to comply with applicable law they will agree to further amend this Addendum in writing.

h. **Additional Terms and Conditions.** Additional discretionary terms may be included in the release order or change order process.

AGREED:

Name of Agency: Welch Community Hospital

Signature: _____

Title: C.E.O.

Date: _____

Name of Associate: _____

Signature: _____

Title: _____

Date: _____

Form - WVBAA-012004
Amended 06.26.2013

Address for Notice:

Philips Healthcare

22100 Bothell-Everett Hwy, MS 665

Bothell, WA 98021

Attn: HIPAA Coordinator

With a copy to:

Philips Healthcare

22100 Bothell-Everett Hwy, MS 522

Bothell, WA 98021

Attn: Legal Dept.

APPROVED AS TO FORM THIS 26th
DAY OF August 20 13
Patrick Morrisey
Attorney General
BY _____

Appendix A

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

Name of Associate: _____

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

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

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

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

Provisions Required for Federally Funded Procurements

PHILIPS

See Philips response at the end of this document.

Provisions Required for Federally Funded Procurements

1. **Federal Funds:** This purchase is being funded in whole or in part with Federal Funds and is subject to the requirements established in 2 CFR § 200. Pursuant to 2 CFR § 200.317 the provisions of 2 CFR §§ 200.322 and 200.326 are expressly included in this solicitation below and incorporated into any contract resulting from this solicitation by reference.

2. **2 CFR §200.322 Procurement of recovered materials:** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

3. **§200.326 Contract provisions:** Pursuant to the requirements contained in 2 CFR §§ 200.317 and 200.326, the following provisions are included any contract resulting from this solicitation, to the extent that the provisions are applicable.

   (A) At a minimum, the administrative, contractual, or legal remedies contained in W. Va. CSR § 148-1-5 and the applicable definitions contained in W. Va. CSR § 148-1-2 apply to any contract resulting from this solicitation in instances where contractors violate or breach contract terms for contracts for more than the simplified acquisition threshold currently set at $150,000 (which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908).,

   West Virginia Code of State Rules § 148-1-5 states:

   § 148-1-5. Remedies.

   5.1. The Director may require that the spending unit attempt to resolve any issues that it may have with the vendor prior to pursuing a remedy contained herein. The spending unit must document any resolution efforts and provide copies of those documents to the Purchasing Division.

   5.2. Contract Cancellation.

5.2.a. Cancellation. The Director may cancel a purchase or contract immediately under any one of the following conditions including, but not limited to:

5.2.a.1. The vendor agrees to the cancellation;

5.2.a.2. The vendor has obtained the contract by fraud, collusion, conspiracy, or is in conflict with any statutory or constitutional provision of the State of West Virginia;

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

5.2.a.4. The existence of an organizational conflict of interest is identified;

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

5.2.a.6. Violation of any federal, state, or local law, regulation, or ordinance.

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

5.2.c. Opportunity to Cure. In the event that a vendor fails to honor any contractual term or condition, or violates any provision of federal, state, or local law, regulation, or ordinance, the Director may request that the vendor remedy the contract breach or legal violation within a time frame the Director determines to be appropriate. If the vendor fails to remedy the contract breach or legal violation or the Director determines, at his or her sole discretion, that such a request is unlikely to yield a satisfactory result, then he or she may cancel immediately without providing the vendor an opportunity to perform a remedy.

5.2.d. Re-Award. The Director may award the cancelled contract to the next lowest responsible bidder (or next highest scoring bidder if best value procurement) without a subsequent solicitation if the following conditions are met:

5.2.d.1. The next lowest responsible bidder (or next highest scoring bidder if best value procurement) is able to perform at the price contained in its original bid submission, and

5.2.d.2. The contract is an open-end contract, a one-time purchase contract, or a contract for work which has not yet commenced.

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

5.3. Non-Responsible. If the Director believes that a vendor may be non-responsible, the Director may request that a vendor or spending unit provide evidence that the vendor either does or does not have the capability to fully perform the contract requirements, and the integrity and reliability necessary to assure good faith performance. If the Director determines that the vendor is non-responsible, the Director shall reject that vendor's bid and shall not award the contract to that vendor. A determination of non-responsibility must be evaluated on a case-by-case basis and can only be made after the vendor in question has submitted a bid. A determination of non-responsibility will only extend to the contract for which the vendor has submitted a bid and does not operate as a bar against submitting future bids.

5.4. Suspension.

5.4.a. The Director may suspend, for a period not to exceed one (1) year, the right of a vendor to bid on procurements issued by the Purchasing Division or any state spending unit under its authority if:

5.4.a.1. The vendor has exhibited a pattern of submitting bids and then requesting that its bid be withdrawn after bids have been publicly opened. For purposes of this provision, a pattern is two or more instances in any 12 month period.

5.4.a.2. The vendor has exhibited a pattern of poor performance in fulfilling his or her contractual obligations to the State. Poor performance includes, but is not limited to, two or more instances of any of the following: violations of law, regulation, or ordinance; failure to deliver timely; failure to deliver quantities ordered; poor performance reports; and failure to deliver commodities, services, or printing at the quality level required by the contract.

5.4.a.3. The vendor has breached a contract issued by the Purchasing Division or any state spending unit under its authority and refuses to remedy that breach.

5.4.a.4. The vendor's actions have given rise to one or more of the grounds for debarment listed in section 5A-3-33d.

5.4.b. Vendor suspension for the reasons listed in section 5.4 above shall occur as follows:

5.4.b.1. Upon a determination by the Director that a suspension is warranted, the Director will serve a notice of suspension to the vendor.

5.4.b.2. A notice of suspension must inform the vendor:

5.4.b.2.A. Of the grounds for the suspension;

5.4.b.2.B. Of the duration of the suspension;

5.4.b.2.C. Of the right to request a hearing contesting the suspension;

5.4.b.2.D. That a request for a hearing must be served on the Director no later than five (5) working days of the vendor's receipt of the notice of suspension;

5.4.b.2.E. That the vendor's failure to request a hearing no later than five (5) working days of the receipt of the notice of suspension will be deemed a waiver of the right to a hearing and result in the automatic enforcement of the suspension without further notice or an opportunity to respond; and

5.4.b.2.F. That a request for a hearing must include an explanation of why the vendor believes the Director's asserted grounds for suspension do not apply and why the vendor should not be suspended.

5.4.b.3. A vendor's failure to serve a request for hearing on the Director no later than five (5) working days of the vendor's receipt of the notice of suspension will be deemed a waiver of the right to a hearing and may result in the automatic enforcement of the suspension without further notice or an opportunity to respond.5.4.b.4. A vendor who files a timely request for hearing but nevertheless fails to provide an explanation of why the asserted grounds for suspension are inapplicable or should not result in a suspension, may result in a denial of the vendor's hearing request.

5.4.b.5. Within five (5) working days of receiving the vendor's request for a hearing, the Director will serve on the vendor a notice of hearing that includes the date, time and place of the hearing.

5.4.b.6. The hearing will be recorded and an official record prepared. Within ten (10) working days of the conclusion of the hearing, the Director will issue and serve on the vendor, a written decision either confirming or reversing the suspension.

5.4.c. A vendor may appeal a decision of the Director to the Secretary of Administration. The appeal must be in writing and served on the Secretary no later than five (5) working days of receipt of the Director's decision.

5.4.d. The Secretary, or his or her designee, will schedule an appeal hearing and serve on the vendor, a notice of hearing that includes the date, time and place of the hearing. The appeal hearing will be recorded and an official record prepared. Within ten (10) working days of the conclusion of the appeal hearing, the Secretary will issue and serve on the vendor a written decision either confirming or reversing the suspension.

5.4.e. Any notice or service related to suspension actions or proceedings must be provided by certified mail, return receipt requested.

5.5. Vendor Debarment. The Director may debar a vendor on the basis of one or more of the grounds for debarment contained in West Virginia Code § 5A-3-33d or if the vendor has been declared ineligible to participate in procurement related activities under federal laws and regulation.

5.5.a. Debarment proceedings shall be conducted in accordance with West Virginia Code § 5A-3-33e and these rules. A vendor that has received notice of the proposed debarment by certified mail, return receipt requested, must respond to the proposed debarment within 30 working days after receipt of notice or the debarment will be instituted without further notice. A vendor is deemed to have received notice, notwithstanding the vendor's failure to accept the certified mail, if the letter is addressed to the vendor at its last known address. After considering the matter and reaching a decision, the Director shall notify the vendor of his or her decision by certified mail, return receipt requested.

5.5.b. Any vendor, other than a vendor prohibited from participating in federal procurement, undergoing debarment proceedings is permitted to continue participating in the state's procurement process until a final debarment decision has been reached. Any contract that a debarred vendor obtains prior to a final debarment decision shall remain in effect for the current term, but may not be extended or renewed. Notwithstanding the foregoing, the Director may cancel a contract held by a debarred vendor if the Director determines, in his or her sole discretion, that doing so is in the best interest of the State. A vendor prohibited from participating in federal procurement will not be permitted to participate in the state's procurement process during debarment proceedings.

5.5.c. If the Director's final debarment decision is that debarment is warranted and notice of the final debarment decision is mailed, the Purchasing Division shall reject any bid submitted by the debarred vendor,

including any bid submitted prior to the final debarment decision if that bid has not yet been accepted and a contract consummated. 5.5.d. Pursuant to West Virginia Code section 5A-3-33e(e), the length of the debarment period will be specified in the debarment decision and will be for a period of time that the Director finds necessary and proper to protect the public from an irresponsible vendor.

5.5.e. List of Debarred Vendors. The Director shall maintain and publicly post a list of debarred vendors on the Purchasing Division's website.

5.6. Damages.

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

5.6.b. If any commodities delivered under a contract have been used or consumed by a spending unit and on testing the commodities are found not to comply with specifications, no payment may be approved by the Spending Unit for the merchandise until the amount of actual damages incurred has been determined.

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

(B) At a minimum, the termination for cause and for convenience provisions contained in W. Va. CSR § 148-1-5.2 and the applicable definitions contained in W. Va. CSR § 148-1-2 apply to any contract in excess of $10,000 resulting from this solicitation.

West Virginia Code of State Rules § 148-1-5.2 states:

5.2. Contract Cancellation.

5.2.a. Cancellation. The Director may cancel a purchase or contract immediately under any one of the following conditions including, but not limited to:

5.2.a.1. The vendor agrees to the cancellation;

5.2.a.2. The vendor has obtained the contract by fraud, collusion, conspiracy, or is in conflict with any statutory or constitutional provision of the State of West Virginia;

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

5.2.a.4. The existence of an organizational conflict of interest is identified;

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

5.2.a.6. Violation of any federal, state, or local law, regulation, or ordinance.

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

5.2.c. Opportunity to Cure. In the event that a vendor fails to honor any contractual term or condition, or violates any provision of federal, state, or local law, regulation, or ordinance, the Director may request that the vendor remedy the contract breach or legal violation within a time frame the Director determines to be appropriate. If the vendor fails to remedy the contract breach or legal violation or the Director determines, at his or her sole discretion, that such a request is unlikely to yield a satisfactory result, then he or she may cancel immediately without providing the vendor an opportunity to perform a remedy.

(C) **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of **"federally assisted construction contract"** in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

41 CFR § 60-1.3 defines "Federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

Accordingly, to the extent that this contract meets the definition of a "federally assisted construction contract" under 41 CFR Part 60-1.3, the following clause is included:

41 CFR 60-1.4 - Equal opportunity clause. (b) *Federally assisted construction contracts.*

In accordance with the requirements of described above, and except as otherwise provided in the applicable regulations, the following language is hereby incorporated into any contract resulting from this solicitation involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:

> The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:
>
> During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however,* That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may

request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(D) **Davis-Bacon Act, as amended (40 U.S.C.3141–3148).** Any construction contract resulting from this solicitation hereby requires compliance with the Davis-Bacon Act (40 U.S.C.3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor

Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors are required to pay wages not less than once a week.

Any construction contract resulting from this solicitation hereby requires compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

(E) **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708).** Where applicable, any contract resulting from this solicitation in excess of $100,000 that involve the employment of mechanics or laborers hereby requires compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement' 'under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) **Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended**— Any contract resulting from this solicitation in excess of $150,000 hereby requires compliance with all applicable standards, orders or regulations issued pursuant to **the Clean Air Act (42 U.S.C.** 7401–7671q) and the Federal Water Pollution Control Act as amended **(33 U.S.C.**1251–1387).

(H) **Debarment and Suspension (Executive Orders 12549 and 12689)**— Any contract resulting from this solicitation will not be awarded to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension."

(I) **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**— Any contract resulting from this solicitation requires compliance with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Philips Response to Provisions Required for Federally Funded Procurements

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

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

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

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

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

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

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

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

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

Philips takes exception and clarifies: Philips will make commercially reasonable efforts to meet Customer's delivery requirements. If Philips is unable to meet Customer's delivery requirements, alternative arrangements may be agreed. In the absence of such Agreement, Customer's sole remedy is

to cancel the order. If Customer requests a major delay in the date of delivery of the product, Philips may attempt to arrange re-delivery within a commercially reasonable time or may terminate the order.

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

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

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

Philips takes exception: IN NO EVENT SHALL PHILIPS OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST REVENUES OR PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA, OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES WHETHER ARISING FROM BREACH OF THE TERMS IN THE QUOTATION, BREACH OF WARRANTY, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHER TORT.

Purchasing Affidavit

PHILIPS

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE:

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

Authorized Signature: ✓ Paul Cavanaugh Date: March 1, 2016

Paul Cavanaugh, Vice President

State of Massachusetts

County of Essex, to-wit:

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

My Commission expires April 28, 2017.

AFFIX SEAL HERE

NOTARY PUBLIC Judith M. Newell

Judith M. Newell

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

Supplemental Information

PHILIPS

CERTIFICATE OF LIABILITY INSURANCE

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

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

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

PRODUCER
Marsh USA, Inc.
1166 Avenue of the Americas
New York, NY 10036
Attn: NewYork.Certs@marsh.com Fax: 212-948-0500

CONTACT NAME:
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : HDI-Gerling America Insurance Company	41343
INSURER B : N/A	N/A
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Philips Healthcare
Global Sales & Service
a Division of Philips Electronics North America
3000 Minuteman Road, MS 5301
Andover, MA 01810-1099

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			GLD12308-03	12/31/2015	12/31/2016	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 2,000,000
	X POLICY [ ] PRO-JECT [ ] LOC						GENERAL AGGREGATE	$ 6,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$ 6,000,000
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N/A						E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

CERTIFICATE HOLDER
State of West Virginia
Purchasing Division - Vendor Registration
2019 Washington Street East
Charleston, WV 25305

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.
Tim Cornish

AGENCY CUSTOMER ID: 705401
LOC #: New York

ADDITIONAL REMARKS SCHEDULE

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

ADDITIONAL REMARKS

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

Excess Workers' Compensation:
SP4054358 (OH, WA)
Safety National Casualty Corp.
12/31/2015 - 12/31/2016
Self Insured Retention: $500,000
BI by Accident - Each Accident $1,500,000
BI by Disease - Each Disease $1,500,000
BI by Disease - Each Employee $1,500,000

The policies on Page 1 of the Certificate provide coverage for:

- All operations of the Insured including Independent Contractors, Products, Completed Operations and Contractual Liability.
- The Additional Interest of Lessor as respects premises leased to the Insured.

PHILIPS

Philips Electronics North America Corporation

3000 Minuteman Road Andover, MA 01810

Subject: Memorandum of Insurance

We have changed how we respond to customer requests for information about our insurance program. We now offer an online Memorandum of Insurance (MOI) which can be viewed and printed any time you need this information. This Memorandum not only provides you with more timely information, but it also helps to reduce the paperwork involved for all parties to the transaction.

As of 12/31/08, you may obtain information about our insurance coverage from the Memorandum of Insurance (MOI) on the website address listed below. Please retain this website address so that you can refer to it whenever you need information about our insurance program. Please note that the website address is case sensitive.

Memorandum of Insurance Web Address: http://www.marsh.com/moi?client=A582
***Do not include the "http://", start with www**

This online service is provided through our insurance broker, Marsh. You will be asked to read and agree to the terms and conditions of service from Marsh prior to printing or viewing our Memorandum of Insurance.

Should you have any questions, the contact person listed on the Memorandum website is available to assist you in accessing this information.

Sincerely,

Thomas Gannon
Risk Manager

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – VENDORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s) (Vendor)	Your Products
All Vendors of the Insured's Products	**All Products manufactured, sold or distributed by the Insured**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) (referred to throughout this endorsement as vendor) shown in the Schedule, but only with respect to "bodily injury" or "property damage" arising out of "your products" shown in the Schedule which are distributed or sold in the regular course of the vendor's business.

However:

1. The insurance afforded to such vendor only applies to the extent permitted by law; and
2. If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.

B. With respect to the insurance afforded to these vendors, the following additional exclusions apply:

1. The insurance afforded the vendor does not apply to:
   a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
   b. Any express warranty unauthorized by you;
   c. Any physical or chemical change in the product made intentionally by the vendor;
   d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(1) The exceptions contained in Sub-paragraphs d. or f.; or

(2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

C. With respect to the insurance afforded to these vendors, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the vendor is required by a contract or agreement, the most we will pay on behalf of the vendor is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

PHILIPS PRODUCT WARRANTY

Patient Care and Monitoring Solutions ("PCMS") Products

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

1. *WARRANTY*

A. **Commencement of Warranty Period.** For all products that do not require installation, the warranty period begins on the date of invoice. For products that require installation, the warranty period begins upon completion of installation and product availability for first patient use. Available for first patient use means the product has been installed and substantially meets Philips' published specifications.

B. **Product Specifications.** Product Specifications means specific technical information about Philips products, which is published in Philips product manuals and technical data sheets in effect on the date Philips ships Customer's order.

C. **Product Type and Warranty.**

Category 1: Software Only Products (including Software Upgrades)
If the PCMS Product described in the quotation includes only Philips software, then Philips warrants that any and all media on which the Software is delivered to the customer shall be free of defects in material and workmanship for a period of ninety (90) days or as otherwise stated in the "PCMS PRODUCT WARRANTY CLASSIFICATION TABLE".

Category 2: Philips Integrated Hardware/Software Products/Supplies.
Philips Integrated Hardware/Software Products are those which run on Philips designated hardware platforms and which contain hardware which is part of the Philips PCMS Product as described in the Product's Specifications. Philips warrants such PCMS Products against defects in materials and workmanship and will perform substantially within the Product's Specifications for a period of 12 months or as otherwise set forth on the attached Warranty Classification Table. Designated hardware platforms are hardware validated by Philips to operate PCMS software products in a manner consistent with Product Specifications. Philips warrants supplies products against defects in materials and workmanship for a minimum of one year or the balance of the product's shelf life.

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

Category 3: Non-Philips Complementary PCMS Products.
Non Philips Complementary Products are Customer selected hardware, which are not part of the Philips PCMS Product as described in the Product's Specifications. For Non Philips Complementary Products, the hardware supplier warranty will be passed through to the customer and the Philips PCMS warranty shall not apply.

D. **Exclusions.** Philips does not warrant PCMS Products to operate error free or without interruption. Philips does not warrant third party hardware including hardware component upgrades; third party software including software upgrades; third party operating systems or operating system patches, fixes and updates. Network hardware components, network operating systems, and network wires are not covered by this warranty document. Consumables used in the operation of the PCMS Product, such as, but not limited to storage media, are not covered under this warranty document. Any fixes, patches, updates or upgrades to the Software, including without limitation, any professional services are not covered by any warranty or condition, express, implied, or statutory.

E. **Warranty Limitations**. The above warranties do not apply to defects resulting from improper or inadequate maintenance or configuration by Customer; Customer or third party supplied software, interfacing or consumables; unauthorized modification; improper use or operations outside of the Specifications for the PCMS Product; abuse, negligence, accident, loss or damage in transit; improper site preparation; or unauthorized maintenance or repair. The warranty services do not include: servicing or replacing components of the PCMS Product other than those listed in the exhibits; the cost of consumable materials; providing software updates and upgrades, back-up copies of software, or the programming of custom code providing any service or parts specifically excluded under the quotation.

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

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

2. *ACCESS TO PCMS PRODUCT*

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

3. *WARRANTY COVERAGE & RESPONSE TIME*

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

4. *TRANSFER OF PCMS INSTALLABLE PRODUCT*

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

5. *CUSTOMER RESPONSIBILITIES FOR NETWORKED PRODUCTS*

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

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

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

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

6. *INTERFACE SUPPORT FOR NETWORKED PRODUCTS*

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

7. *LIMITATIONS OF LIABILITY AND DISCLAIMERS*

The total liability, if any, of Philips for all damages and based on all claims, whether arising from breach of contract, breach of warranty, negligence, indemnity, strict liability or other tort, or otherwise, arising from a PCMS Product, licensed software, and/or service is limited to the price paid hereunder for the PCMS Product, licensed software, or service. This limitation shall not apply to third party claims for bodily injury or death caused by Philips' negligence or proven product defect.

IN NO EVENT SHALL PHILIPS BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST REVENUES OR PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA, OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES WHETHER ARISING FROM BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHER TORT.

8. FORCE MAJEURE

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

PCMS PRODUCT WARRANTY CLASSIFICATION TABLE

WARRANTY NAME	WARRANTY DESCRIPTION	SERVICE LOCATION	WARRANTY PERIOD	PERIOD of COVERAGE	RESPONSE TIME	PCMS PRODUCTS Product Number/Description
Onsite	Customer site repair	Onsite	1 year	7x24	Maximum next day onsite.	IntelliVue Patient Monitors [MX400, MX450, MX500, MX550, MX700, MX800, MX40, X2, MP2, MP5, MP5SC, MP20, MP30, MP40, MP50] IntelliVue MP2/X2 Battery Extension (865297) IntelliVue Telemetry System (1.4GH) IntelliVue Wireless Infrastructure (802.11) IntelliVue XDS – Preinstalled hardware (865159 XD5, XD6) Philips IntelliVue Information Center iX A Hardware (H options) – 866023, 866025, 866424 Philips IntelliVue Information Center iX B Hardware (866424) IntelliVue Information Center N.01 Hardware (H options) 866091, 866092, 866093, 866094, 866095, 866096, 866097, 866112, 866113; CareEvent Hardware (HW options) IEM Hardware & Alarm Reporting Solution (866326) Juniper Firewall (866395) Avalon FM20, FM30, FM40, FM50 Invivo Expression Patient Monitor – 865214 Invivo 866120 Expression MR200 (2)
Onsite	Customer site repair	Onsite	1 Year	8a.m. - 5p.m., Monday – Friday (6)	Maximum next business day	Multi Measurement Server (M3001A) Flexible Module Rack (M8048A), Hemo Extension Module (M3012A), Capnography Extension Module (M3014A), Microstream C02 Extension Module (M3015A/B) Intravascular Oxygen Saturation (SO_2) Module (M1011A) PageWriter TC70 Cardiograph (860315) Most repairs can be completed remotely. Occasional onsite support only if required. PageWriter TC50 (860310) Most repairs can be completed remotely. Occasional onsite support only if required. This is an optional warranty purchased with the TC50 as an option if desired. Stress System ST80i Trolley (860344) ST80i Treadmill (TKM42500) Parameter Modules: Cardiac Output, SP02, Mixed Venous, Invasive Pressure, Temperature IntelliBridge (865115) M3535A Hospital HeartStart MRx (1) M3536A EMS HeartStart MRx (1) M4735A HeartStart XL (1) Invivo Precess 3160 Patient Monitor – 865323, 465485 (2)(9) Invivo Precess 3160 Patient Monitor – 865111 (2)

						Information Portal 5 (IP5) – 865471 (9) Respironics HRC V60 Ventilator
Bench	Repair and return of customer unit	Philips Customer Repair Ctr.	1 Year	8a.m. - 5p.m., Monday – Friday (6)	Typical 3 business days (5)	Innercool RTx Endovascular System Innercool STx consoles Invivo Essential SPO2 Patient Monitor – 865353 (9) Respironics ChMV Smartmonitor 2 With Modem, PCMCIA Respironics ChMV Smartmonitor 2 With PCMCIA Respironics ChMV Smartmonitor 2 Ps W/Modem Respironics ChMV Smartmonitor 2 Psl W/Modem Respironics ChMV BiliTx Homecare Package-Neonatal Panel Respironics ChMV BiliTx Homecare Package-Wrap Panel Respironics ChMV Bilichek Advanced System Respironics ChMV Masimo Rad-8 Oximeter
Bench	Repair and return of customer unit	Philips Customer Repair Ctr.	2 Year	8a.m. - 5p.m., Monday – Friday (6)	Typical 5-7 business days (5)	Holter Recorders Respironics HRC NM3 Monitor Respironics HRC Trilogy 202 (11)
Bench	Repair and return of customer unit (with loaner) (2)	Philips Customer Repair Ctr	2 Year	8a.m. - 5p.m., Monday – Friday (6)	Typical 3 business days (5)	SureSignsVM1,VM4,VM6,VM8,VSi,VS2+,VS4, VSV (7) SureSigns VS Wireless Bridge (W01 option) M3536A EMS HeartStart MRx (1) 860310 PageWriter TC50 Cardiograph (7) This is the standard warranty but can be changed to a one-year on-site warranty through the purchase of a product option.
Bench	Repair and return of customer unit	Philips Customer Repair Ctr	3 Year	8a.m. - 5p.m., Monday – Friday (6)	Typical 3 business days (5)	860306 PageWriter TC30 Cardiograph SureSigns VM8 SE (7)
Bench	Repair and return of customer unit (with loaner) (2)	Philips Customer Repair Ctr.	5 Year	8a.m. - 5p.m., Monday – Friday (6)	Typical 3 business days (5)	M3535A Hospital HeartStart MRx (1) M4735A / HeartStart XL (1)
Exchange	Product exchange	N/A	1 Year	8a.m. - 5p.m., Monday – Friday (6)	Typical next business day	M1019A (G5) M1013A (G1) M1014A Spirometry Module Tympanic Temperature Module (866149) BIS Module (M1034B); EEG Module (M1027B) IntelliVue XDS – Hardware Only (865159 XD1) IntelliVue Cableless SpO2 Pod (865215), IntelliVue Cableless NIBP Pod (865216), IntelliVue Cableless Respiration Pod (865218) IntelliVue TcG10 Module (865298) IntelliVue NMT Module (865383) IntelliBridge EC5 ID-Module (865114) IntelliBridge EC40/80 Hub (865056) Avalon CL (866074, 866075, 866076, 866077) StressVue System (not including treadmills)(10) Stress System ST80i (860343) ST80i Upgrade Kit (860351) Invivo Expression Display Control Unit (DCU) Respironics ChMV NeoPAP CPAP Device
Exchange	Product exchange	N/A	5 Year	8a.m. - 5p.m., Monday – Friday (6)	Typical next business day	861388 HeartStart FR3 Text 861389 HeartStart FR3 ECG M3860A HeartStart FR2+ (ECG) M3861A HeartStart FR2+ (TEXT) 861458 ReFurb FR2+ ECG 861459 ReFurb FR2+ TEXT
Exchange	Product exchange	N/A	8 Year	8a.m. - 5p.m., Monday – Friday (6)	Typical next business day	M5066A HeartStart Onsite M5068A HeartStart Home 861304 HeartStart FRx

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

Notes:

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

Product Literature

PHILIPS

Addressing the **changing needs** of healthcare

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

Make the most of your EMR

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

The IntelliBridge device interfacing on the IntelliVue MX450 and MX500 provide an efficient point of interfacing[2] for ventilators and other devices at the bedside and during in-hospital transport[3]. Clinical data from the monitor and other linked bedside devices are combined into a single HL7 message stream. Even alarm strips captured as electronic documents during in-hospital transport can be transferred using a document import interface provided by the EMR.

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

Trusted transmission of life-critical data

Philips IntelliVue Clinical Network

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

Key advantages

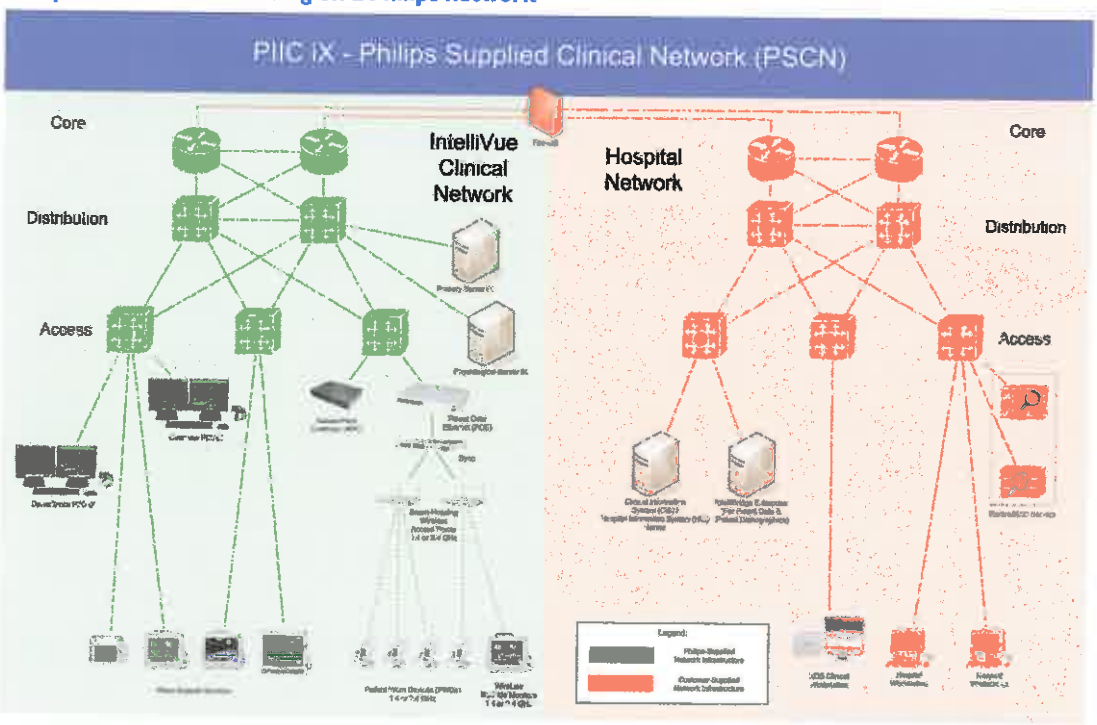
- Network solutions with the flexibility to fit your IT strategy
- Cost-effective, high-quality in-house solutions
- Simple and trusted turnkey solutions

PHILIPS

Industry Standard Solutions

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

Philips IntelliVue monitoring on a Philips network



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

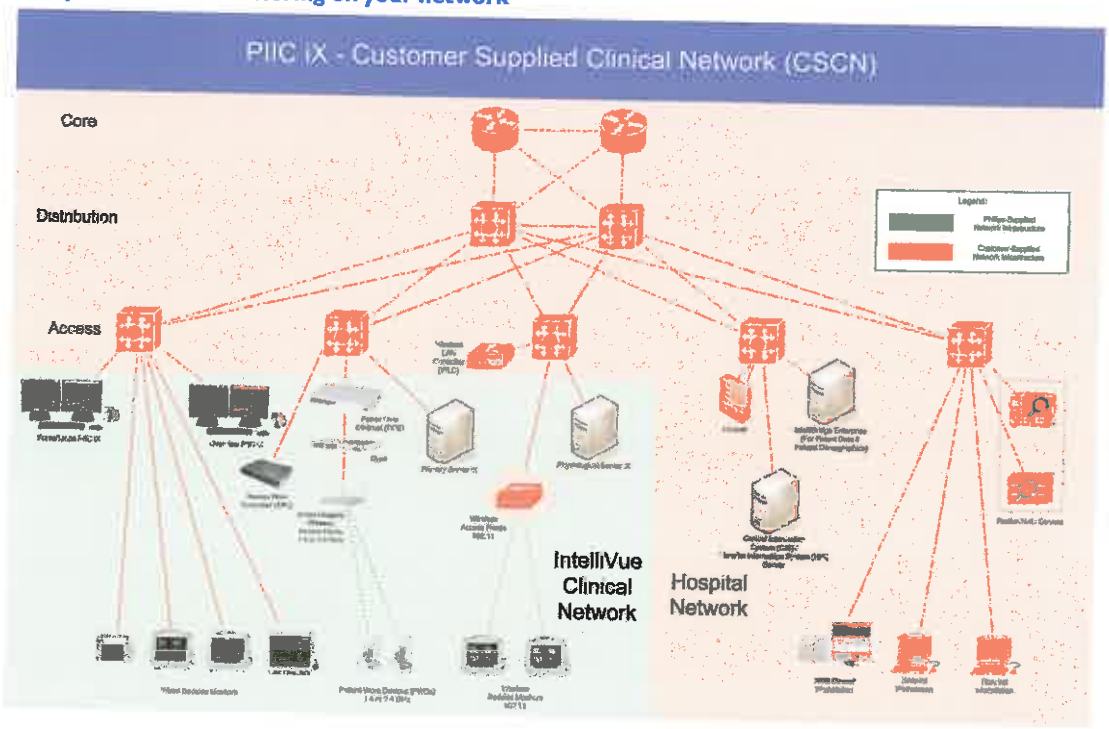
- Philips offers a simple and trusted wired solution, using routers and switches from leading suppliers like Cisco and HP, to meet the needs of life-critical patient monitoring.
- For wireless access we use proven Smart Hopping technology to keep downtime and maintenance requirements low.

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

Your advantages

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

Philips IntelliVue monitoring on your network



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

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

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

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

Your advantages

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

Service and Support

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

Philips Supplied Clinical Network (PSCN)	Customer-supplied clinical network (CSCN)
Standalone, dedicated infrastructure for patient monitors	Virtual Local Area Network (VLAN) creates a subnet for patient monitors on the existing infrastructure
Simple "set and forget" network	Hospital is responsible for designing, managing and supporting the network including IntelliVue clinical networking components
Philips is responsible for maintaining life-critical data on the network	The hospital is responsible for life-critical data on the network

Please visit www.philips.com/ICN

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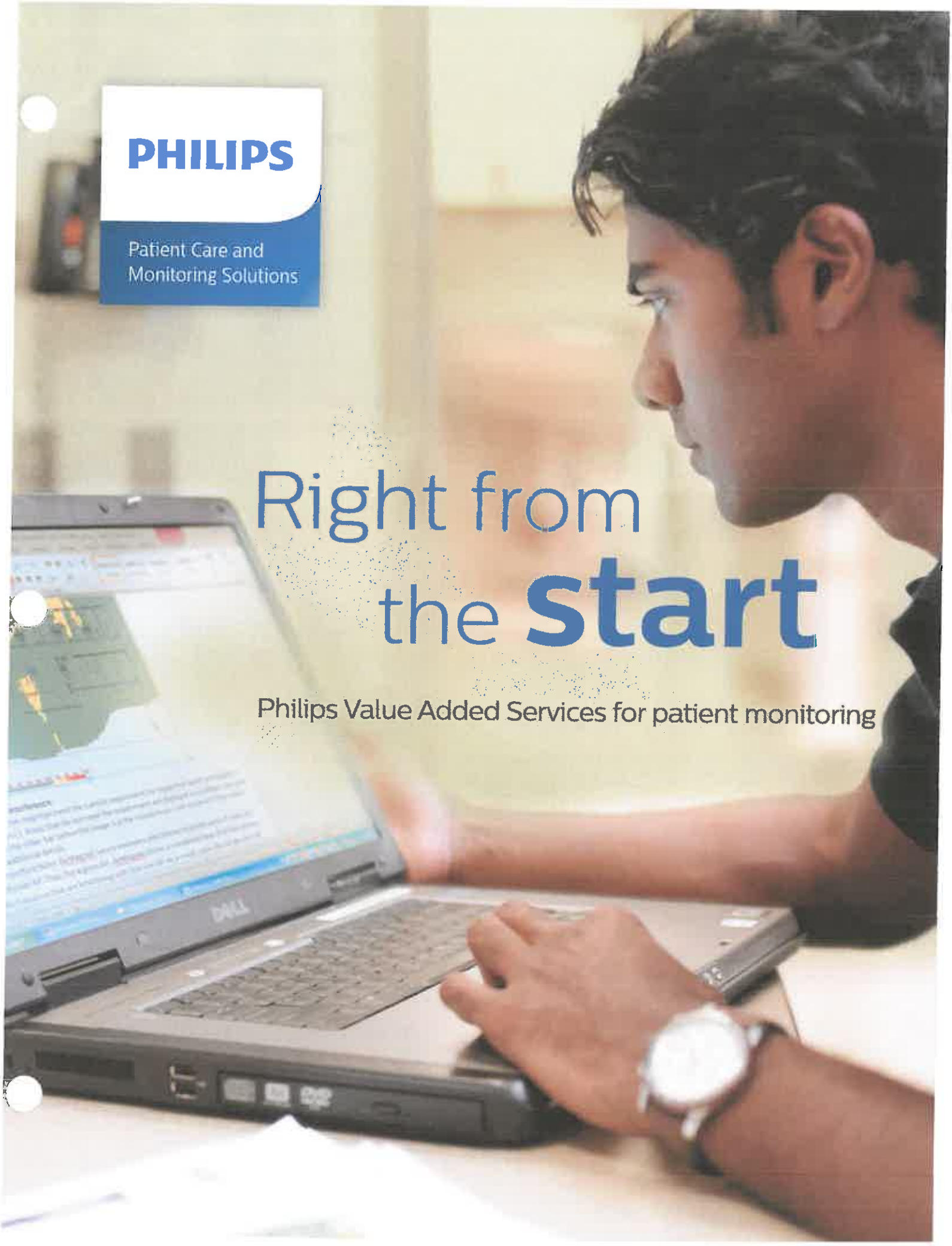

PHILIPS
Patient Care and
Monitoring Solutions
Right from
the start
Philips Value Added Services for patient monitoring

Confidence from day 1

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

Leverage our know-how to improve your installation

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

Your Philips Value Added Services team will work to:

- Identify the costs associated with installation and planning, as well as additional services that can help make your patient monitoring more effective
- Examine crucial issues and work with you to identify a comprehensive solution to meet your needs, many elements of which can be performed by your own organization
- Evaluate different IT systems and clinical use models to help your organization run more efficiently

The Philips difference

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

Value Added Services offerings

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

Installation services

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

Value differentiator	Philips deliverable	Value proposition
☑ **Device upgrade services**	A Philips service engineer will perform the field-tested installation upgrade on the following products: • IntelliVue patient monitors and information systems • IntelliVue MX40 telemetry monitors • IntelliVue Guardian Solution software • IntelliSpace Event Management (IEM) software • SureSigns Vital Signs monitors and systems • Avalon fetal monitors and systems • HeartStart defibrillators A Philips Clinical Specialist will provide go-live support to your clinical staff.	• Extends the life of your existing monitors • Offers a cost-effective and time-efficient approach to software and hardware upgrades • Services are performed right the first time and backed by qualified Philips technical resources • Over 200 US-based field service and network engineers in addition to the Customer Care Solutions Center for prompt, nearby service
☑ **Cabling infrastructure**	Philips provides high-quality, complete cable services including: • Cat 5/6 cable pulling • Cat 5/6 patch panel • Cable termination • Fiber pulling (6- and 12-strand) • Fiber patch panel • Point-to-point testing • TIA/EIA testing and certification • Dust containment (HEPA filtering) • Cable project management services • Labeling	• Provides infrastructure reliability • Minimal disruption to staff and facility for cable pulling installation • Coordinates vendor activity to free up customer resources • HEPA filtering during installation helps to protect the work environment and patient care areas • Services are performed right the first time and backed by qualified Philips resources • Full turnkey solution is not offered by many other monitoring OEMs; Philips provides a one-stop shop • Labeling of the patch cable defines the device it supports for easy identification

Cable run in server room.

Professional services

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

Value differentiator	Philips deliverable	Value proposition
Integration and interoperability services	Philips industry- and factory-trained integration and field service engineers will: • Configure HL7 vital sign data for export to electronic healthcare record system (EHR) and the hospital information system (HIS) • Configure the interfaces of external medical devices with RS232 or LAN interface to Philips IntelliVue patient monitors via IntelliBridge • Provide installation, configuration, and test services for registration information to the PIIC/PIIC iX and IntelliVue bedside • HL7, ADT, Wave Strip Export, Document Export, RS232 Out, and Workflow for SureSigns/Guardian, IntelliBridge Systems Services also available	• Easy troubleshooting of connectivity issues • Easy for hospital IT to transfer Philips data into their system • A one-stop shop can reduce clinician workload • Personnel who understand the customer environment and industry standards, resulting in on-time performance and compliance with industry regulations and standards • Over 200 US-based integration and field service engineers
Project management and implementation services	Philips will assign a project manager to interface with your organization and manage all Philips aspects of the project for timely completion. These services include: • Project kick-off meeting with key stakeholders • Management of installation services • Discussion with construction and other cable vendors • Post-implementation walkthrough • Project acceptance • As-built documentation Additional project management services are available and scalable ranging from basic to advanced project management services: • Project schedule/Gantt chart • Work breakdown structure (WBS) • Risk management • Change management • Communication management • Project workbook • Vendor management	• Provides one point of contact for hospital staff • Frees up valuable hospital resources • Offers smooth, timely, and on-budget installation planning • Project planning management conforms to PMI standards

IntelliVue bedside display with VHM support arm.

Value differentiator	Philips deliverable	Value proposition
Telemetry implementation services  Access point enclosure in hospital hallway.	Customizes the telemetry design to your specific facility by taking precise measurements to understand the RF environment of our 1.4 Smart Hopping network (the RF environment is different with each facility and may be impacted based on facility structure as well as other equipment operating within the same frequency band). Available services include: • Access point surveys • Hot spot surveys • Short range radio (SRR) surveys • RF design • Access point enclosures • Telemetry transmitter storage • Wireless medical telemetry service (WMTS) registration and surveys	• RF surveys provide documentation of system performance and deliver a solid baseline in signal interference issues arising from changes in wireless environment or outside influences • RF surveys provide recommendations for optimization of access point, hot spot, and/or Short Range Radio locations to reduce patient signal dropouts, inoperative alarms, and nursing visits to the bedside due to potential signal errors • Access point enclosures help prevent theft since doors are lockable, are HIPAA compliant, and allow biomedical personnel to access without needing HEPA tents • WMTS registration service so that your system is in compliance with FCC regulations and that the certificate is delivered in a timely fashion • Gives customers the confidence in design and operational integrity due to the highly qualified factory- and industry-trained wireless engineers who perform these services
Network design and consultation services	Philips offers multiple options designed to meet networking strategies of hospital organizations and life-critical network requirements. • Customer-supplied clinical network (CSCN): consultation on the design and operational requirements by factory- and industry-trained network engineers where the hospital manages the complete implementation – Some of the CSCN consultation services performed by the network, integration, and field service engineers include 802.11 surveys, DNS services, DHTP services, and virtualization consultations • Philips-supplied clinical network (PSCN): professional design and installation whereby Philips manages the complete implementation	• For CSCN – – Deploying Philips patient monitors on a hospital's network gives greater control and visibility of Philips networked devices to the IT department – Utilization of customer-provided infrastructure to maximize investment – Hospital can develop its own risk management strategy such as IEC 800001-1:2010 • For PSCN – – Hospital labor and management not required, allowing staff to carry on its day-to-day business with limited interruption – Provides continuous operation with minimal delay and downtime on a reliable OEM-provided secure private network • Philips provides customers choices to employ either PSCN or CSCN

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

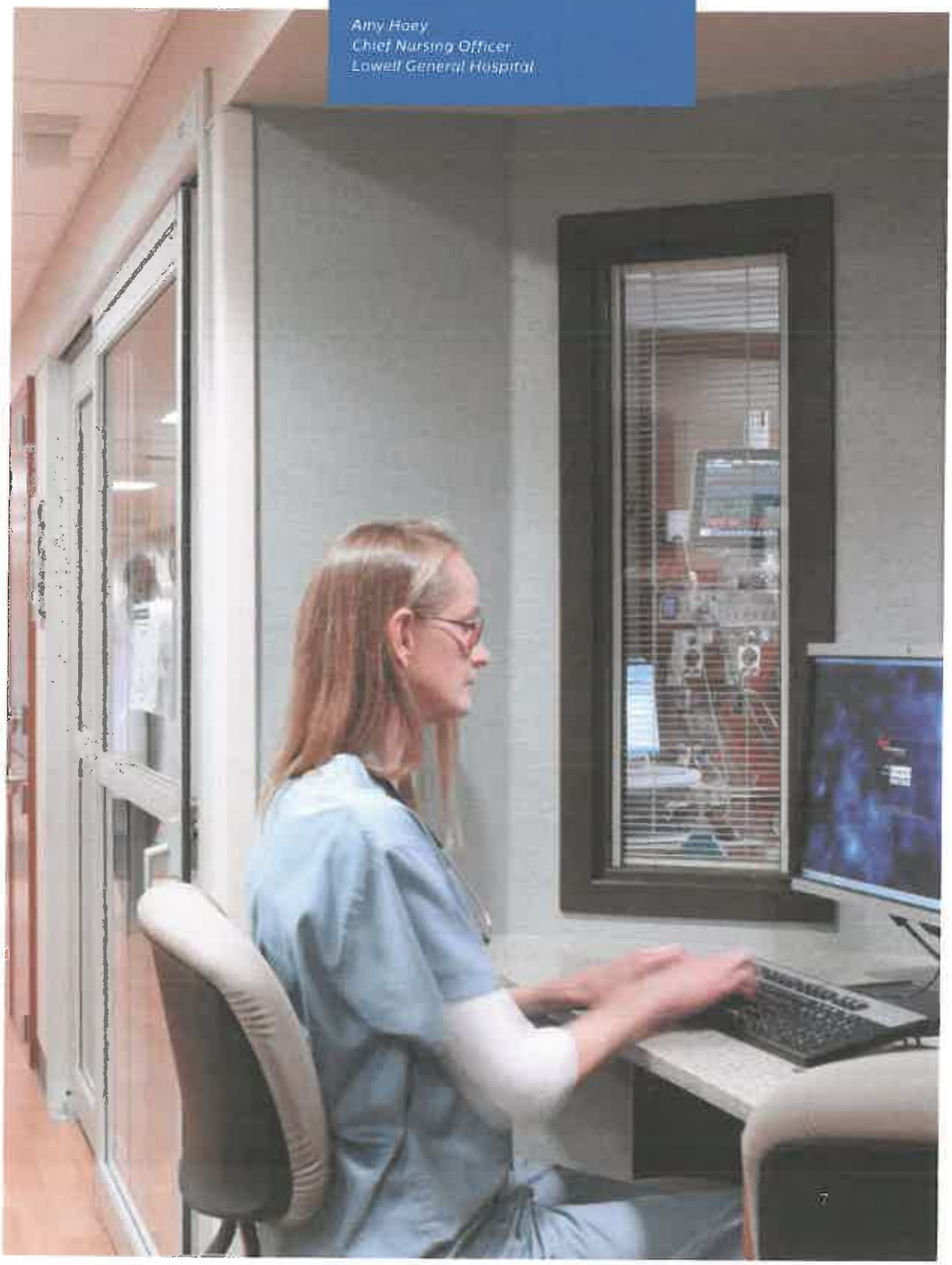
Clinical enhancements

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

Value differentiator	Philips deliverable	Value proposition
System hardware	Philips will: • Procure, install and configure server and client hardware including mouse, keyboards, and printers • Mount and install patient monitoring devices associated with the system • Provide operating system software, SQL server, and anti-virus applications	• Installation is tailored to comply with customer's departmental standards to be certain the solution is complete and fully operational • Hardware includes a vendor three-year, 24x7, four-hour response warranty • Frees up customer IT resources as Philips assumes the bulk of the workload
Displays	• Single- or multiple-monitor display solutions, including remote displays designed to meet recommended size and diagnostic resolution requirements for central station locations • A range of display sizes are available upon request.	• Maximizes functionality and maintains consistency throughout your facility • Monitors are compatible with factory specifications
Remote solutions	Remote solutions designed to provide displays in convenient locations such as waiting rooms, hallway alcoves, and the staff lounge. Solutions include: • KVM and multi audio/video • PIICs remote KVM • Input devices (mouse, keyboard, etc.) • Interactive and non-interactive displays with and without audio • Remote CPU	• Allows staff to obtain patient data remotely to provide prompt patient care untethered to the central station • Provides a well-organized area and better use of limited nursing space • KVM allows for a secure location of critical monitoring hardware in a controlled environment, which can help extend the life of the equipment • Provides HIPAA security and improved clinical workflow

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

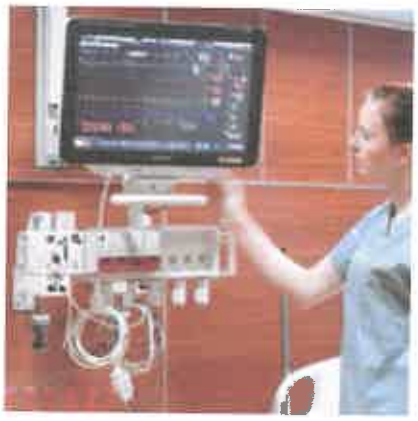
Amy Hoey
Chief Nursing Officer
Lowell General Hospital



Cardiology review station with remote displays.

Clinical enhancements

Value differentiator	Philips deliverable	Value proposition
Equipment closet solutions and components	Philips provides standard network hardware for mounting network components in communication closets. Components include: · Two- and four-post open-faced racks · Enclosed racks · Cabinet wall mount solutions · Rack consoles · Cable management trays · Rack ladders and power strips · UPSs	· Solutions provide a clean, streamlined work environment by reducing the footprint of devices · Provides a one-stop service location for your clinical engineering team, freeing up valuable resources
Medical device mounting solutions and consultation	Bedside and central station monitor mounting solutions are tailored to optimize workflow in each department of the healthcare environment. These mounting solutions include: · Two sizes of variable-height mounts with optional extension and suspension · Interface to architectural products such as headwalls and pendants · Multiple lengths of standard fixed height arms, with tilt/swivel/pivot · Roll stands with handle, cable management, and storage · Patient cable management hardware · Wall, countertop, or ceiling display mounts · Fetal monitor carts with integrated charting workstation configurations · Under-the-counter CPU mount and sling · Charging station and power supply mounts with covers for clean workstations · Anesthesia mounting solutions · AFC ERGO desks · War room design consultation	· Variable-height mounts provide a range of heights and articulation for Philips monitors, resulting in a more ergonomic and flexible solution · Mounts are medical-grade quality and designed to last longer than many alternative options, reducing cost of ownership · Solutions for central monitoring units and central monitor mounts are designed to meet your site-specific configuration as well as provide the ability for growth · Mounting solutions are factory-validated and approved · Cable management allows for fast application of leads and quick patient assessment and treatment, facilitates improved compliance with Joint Commission patient safety guidelines[1] by reducing infection and safety risks associated with disorderly cords and alleviates entanglement problems with individually stored cords



IntelliVue monitor mounts with cable holders in OB department.

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

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

Justin Svoboda
Capital Portfolio Manager
Sanford Health, Sioux Falls, SD

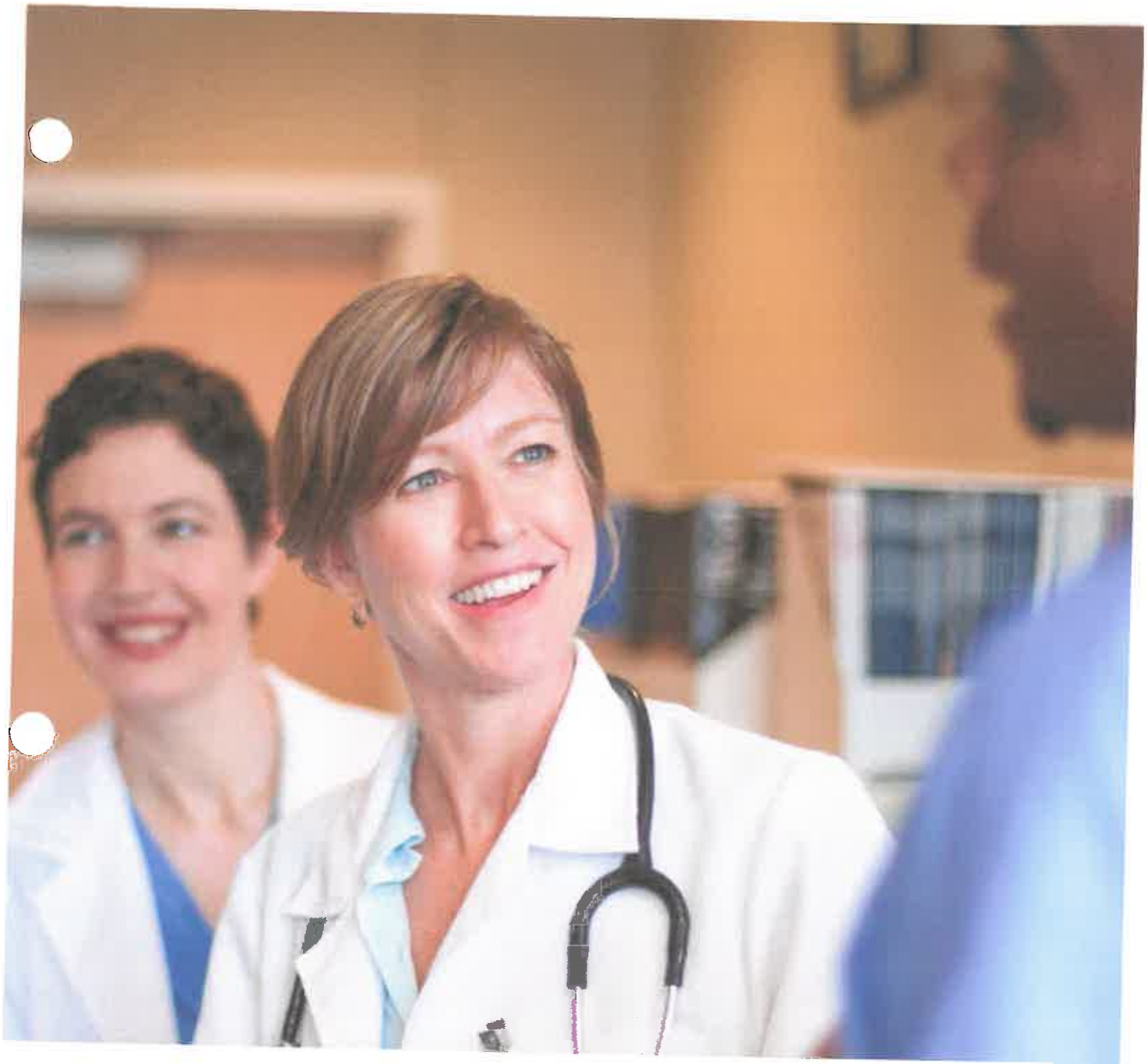
Field service engineer meeting with biomedical technician.

Education services

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

Value differentiator	Philips deliverable	Value proposition
Biomedical education	Philips provides hands-on education to your biomedical staff delivered by CompTIA-certified technical trainers, allowing your staff to support your Philips solutions. Some examples of factory-training courses include: • MX40 Telemetry and Wireless Monitors • Telemetry 1.4/2.4 Ghz • PIIC iX Basic Service Training	• Training extends beyond the individual monitor to network components and basic understanding of network infrastructure • Most biomedical service courses provide identical training for customers as with Philips field service engineers • A trained staff may result in reduced service costs and decreased time to resolution • All courses are available at our state-of-the-art training facility in Cleveland, OH • Many courses are also delivered locally
Clinical education and consultation service	Philips offers educational services, including: • Clinical use-model assessment, consultation, configuration services, essential end-user education, advanced concepts education, on-site go-live support, and on-site follow-up • Clinical assessment helps determine appropriate course objectives • On-site essential education and/or go-live support by a clinical specialist during the time frame associated with initial equipment installation • On-site support for customers at initial use of new systems with on-site demonstration along with written materials (including instructions for use and skills checklists) and computer-based training (CBT) • Clinical Performance Agreements (CPAs) for 24- or 30-month terms providing a highly flexible, customized program ranging from education, workflow services, configuration and online learning	• A local account clinical specialist works in close collaboration with the education department to design an education strategy to meet the needs of the staff and help to enhance clinician productivity • CBT allows the clinician to go online and conveniently access our virtual classroom to obtain self-paced product education • The virtual classroom also allows customers to manage students, track learner progress and completion • Philips provides contact hours for nurses who successfully review the CBT and score appropriately on the given exam • CPAs provide convenient delivery times, allowing our program of services to fit your busy schedule • Philips has 90 clinical specialists across the US and 99% of them are RNs with at least 15 years' of nursing experience

Bringing Value Added Services to the hospital server room.



Meaningful learning for enhanced patient care

Philips Healthcare Education

PHILIPS

Tap the power of healthcare education

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

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

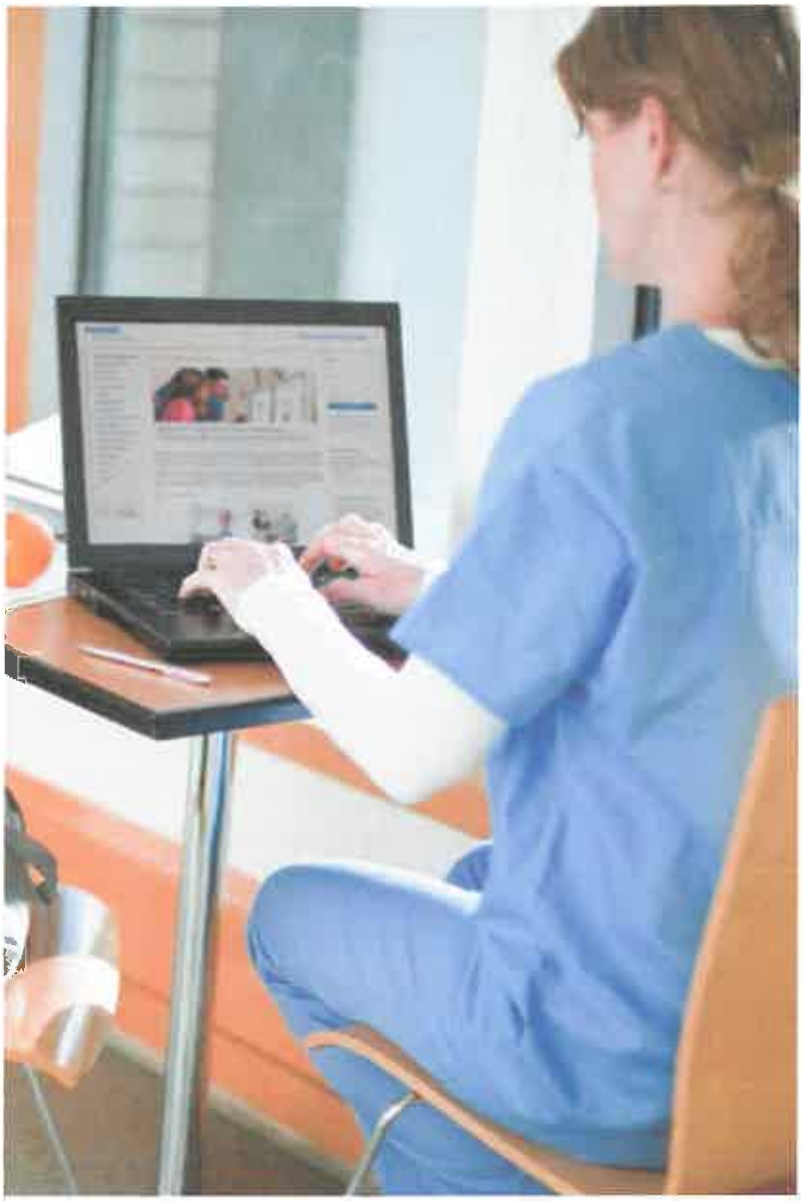
Philips Healthcare Education delivers comprehensive, clinically relevant courses, learning paths, and programs designed to help you enhance operational efficiency and deliver high quality patient care. No other healthcare education program provides you with a broader choice of advanced learning opportunities,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

Quality education for quality care

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

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

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



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

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

Philips Learning Connection

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

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

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

An educational experience unlike any other

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

Enriched experience

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

Comprehensive curriculum

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

Flexible delivery

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

Meaningful healthcare education. Delivered.

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

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

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

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

Our expansive portfolio includes:

Product Education

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

Clinical Education

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

Compliance and Safety Training

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

Professional Development

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

Technical Services Training

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

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

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

Philips Healthcare Education: when you need to reach higher

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

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

Quality education for everyone in your enterprise

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

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

Learn your way

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

- **Instructor-led.** We leverage our clinical team as well as leading clinicians and institutions to deliver advanced, in-person clinical education at your site or at a Philips training facility, with locations around the world.
- **Instructor-led webinars.** Philips clinical specialists and expert clinicians share their experiences by presenting clinical cases and knowledge via interactive webinars that can also be archived and viewed after the event.
- **Peer-to-peer workshops.** Live, interactive events are led by clinical experts to give practicing clinicians real-world, hands-on experience.
- **eLearning.** A wealth of online education courses – available anytime, anywhere – so students can learn at their own pace.
- **Preceptorships.** We connect your staff with clinical experts offering one-on-one mentoring similar to a medical school environment.

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

Keep learning.

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

Philips Healthcare is part of Royal Philips

How to reach us
www.philips.com/healthcare
healthcare@philips.com

Choose your path.

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

Please visit www.philips.com/healthcareeducation

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Leading with Choice

IntelliVue Clinical Wireless Networking

IntelliVue Clinical Wireless Networking Options

The IntelliVue patient monitoring solution supports a choice of wireless networking: IntelliVue Smart-hopping[1] or 802.11a/b/g in a common deployment for Philips bedside monitoring and ambulatory patient monitoring.

Which Wireless Network is Right For You?

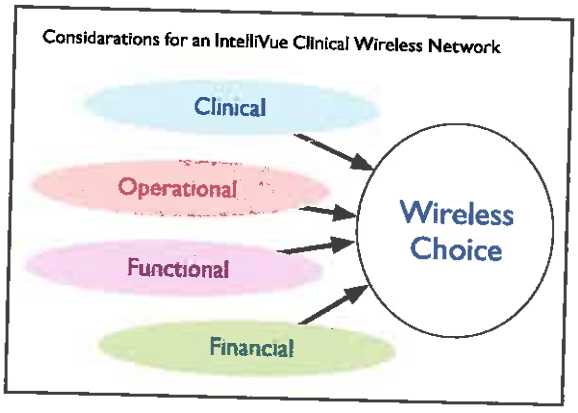
Due to the nature of radio frequency and the many variables that can affect wireless communication, occasional signal loss cannot be prevented[2]. To choose a wireless technology you must first consider how a momentary loss of signal can impact patient monitoring, the expectations of the clinical staff, and the risk management policies of the hospital[3].

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

Considerations

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

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



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

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

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Clinical Considerations	
IntelliVue Smart-hopping	IntelliVue WLAN (802.11a/b/g)
Clinicians accept few gaps in physiological monitoring data (ECG waves), seamless roaming supported	Clinicians accept unavoidable gaps in physiological monitoring data (ECG waves); seamless roaming not supported
Clinicians need predictable performance for audible alarms, real-time surveillance (waves) and trend data	Clinicians need high priority QoS and proper network management (as defined by IEC 80001[3])
Philips takes the responsibility and peforms risk management for the wireless network	The hospital takes responsibility and performs risk management[3] for the wireless network
Operational Considerations	
IntelliVue Smart-hopping	IntelliVue WLAN (802.11a/b/g)
Proprietary, medical device solution supported by Philips	Commercial, multi-use network, owned by the hospital[4]
Typically managed by hospital biomed (biomed/clinical skills required)	Typically managed by hospital IT (advanced networking skills required)
Minimal interaction necessary	Continuous, mission-critical management necessary
Financial Considerations	
IntelliVue Smart-hopping	IntelliVue WLAN (802.11a/b/g)
High initial equipment cost; considered a cost of the IntelliVue solution	Lower initial equipment cost (assuming the network is already in place); considered a cost of the hospital IT infrastructure
Low maintenance costs, due to slower technological evolution	High maintenance costs, due to rapid technological evolution, and need for replacement
Functional Considerations	
IntelliVue Smart-hopping	IntelliVue WLAN (802.11a/b/g)
Up to 4 physiological waves available for real-time surveillance and storage with PIIC Although the PIIC iX stores 3 ECG leads for IntelliVue bedsides, and up to 4 ECG leads for MX40 (excluding MCL), more leads may be derived and available for display. For example, if leads I, II, and Va are received, the PIIC iX can provide 7 waves: I, II, III, aVL, aVF, aVR, and Va	Up to 8 physiological waves available for real-time surveillance with PIIC, and up to 4 physiological waves available for storage with PIIC. PIIC stores up to 8 physiological waves per IntelliVue monitor; up to 4 physiological waves with MX40[5]. Up to 17 physiological waves are available for real-time surveillance with PIIC iX. Although the PIIC iX stores 3 ECG leads for IntelliVue bedsides, and up to 4 ECG leads for MX40 (excluding MCL), more leads may be derived and available for display. For example, if leads I, II, and Va are received, the PIIC iX can provide 7 waves: I, II, III, aVL, aVF, aVR, and Va
Up to 30 numerics trended with PIIC; up to 64 numerics trended with PIIC iX	Up to 30 numerics trended with PIIC; all available numerics trended with PIIC iX
Beat labeling is only available on the PIIC/PIIC iX for the IntelliVue MX40 Beat labeling is not available on the PIIC/PIIC iX for IntelliVue bedside monitors	Beat labeling is available on the PIIC/PIIC iX for and IntelliVue MX40[5] and IntelliVue bedside monitors

Functional Considerations (continued)

IntelliVue Solutions	IntelliVue WLAN (802.11a/b/g)
☐ For IntelliVue bedside monitors, the PIIC/PIIC iX can remotely control • Silence • Monitor standby • NBP start/stop	☐ For IntelliVue bedside monitors, the PIIC/PIIC iX can remotely control • Silence • Monitor standby • NBP start/stop • Relearn • Arrhythmia controls • HR limits • Suspend • Alarm limits • Equipment management (PIIC iX only)
☐ Arrhythmia events are not available for trending on the PIIC/PIIC iX	☐ Arrhythmia events are available for trending on the PIIC/PIIC iX
☐ View and print reduced ECG lead reports using EASI[6] and/or Hexad[7] on the PIIC/PIIC iX	☐ View and print reduced ECG lead reports using EASI[6] and/or Hexad[7] on the PIIC/PIIC iX
☐ Cannot initiate diagnostic 12-lead reports from PIIC/PIIC iX, or print diagnostic 12-lead reports initiated at an IntelliVue bedside monitor[8]	☐ Can initiate diagnostic 12-lead reports from the PIIC/PIIC iX, or print diagnostic 12-lead reports initiated at an IntelliVue bedside monitor[8]
☐ Supports printing of PIIC/PIIC iX reports only Reports sourced from IntelliVue bedside monitors are not supported	☐ Supports printing of PIIC/PIIC iX reports and reports sourced from IntelliVue bedside monitors
☐ ECG data is available on the PIIC/PIIC iX at 125 samples per second	☐ ECG data is available on the PIIC/PIIC iX at 250 samples per second
☐ Central monitoring of MRx defibrillator on the PIIC/PIIC iX is supported	☐ Central monitoring of MRx defibrillator is not supported
☐ ST complexes are available on the PIIC/PIIC iX for the IntelliVue MX40 ST and QT complexes are not available on the PIIC/PIIC iX for IntelliVue bedside monitors	☐ ST and QT complexes are available on the PIIC/PIIC iX for both IntelliVue bedside monitors and IntelliVue MX40
☐ Up to 7 simultaneous alarms transmitted	☐ All simultaneous alarms transmitted
☐ Short-range radio supported	☐ Short-range radio supported[9]
☐ The overview of IntelliVue MX40 patients is supported on IntelliVue bedside monitors[10] Does not support bed-to-bed overview between IntelliVue bedside monitors	☐ Supports bed-to-bed overview between IntelliVue bedside monitors, including overviewing IntelliVue MX40 patients from an IntelliVue bedside monitor[10]
☐ The alarm reflector for IntelliVue MX40 patients is supported on IntelliVue bedside monitors[10] Does not support the alarm reflector feature between IntelliVue bedside monitors	☐ Supports the alarm reflector feature between IntelliVue bedside monitors, and alarm reflectors for IntelliVue MX40 patients
☐ Device location (optional) integrated into the PIIC/PIIC iX including an INOP for "Out of Area"	☐ Device location not supported
☐ Up to 6 parameters from IntelliBridge or VueLink available to trend for HL7 exports	☐ All parameters from IntelliBridge or VueLink are available for HL7 export
_____ Total tick marks ☒ in this column	_____ Total tick marks ☒ in this column

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

• = *supported/applicable*

[1] Using 2.4 GHz; 1.4 GHz WMTS is used in the USA.

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

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

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

[5] IntelliVue MX40 WLAN only works with the PIIC iX

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

[7] Hexad derives 4 ECG leads using 8 measured leads from a 6-wire lead set to total 12 leads.
Hexad is currently only implemented on the IntelliVue MX40 with PIIC iX.

[8] The IntelliVue MX40 does not provide diagnostic monitoring

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

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

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Supports your goals

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

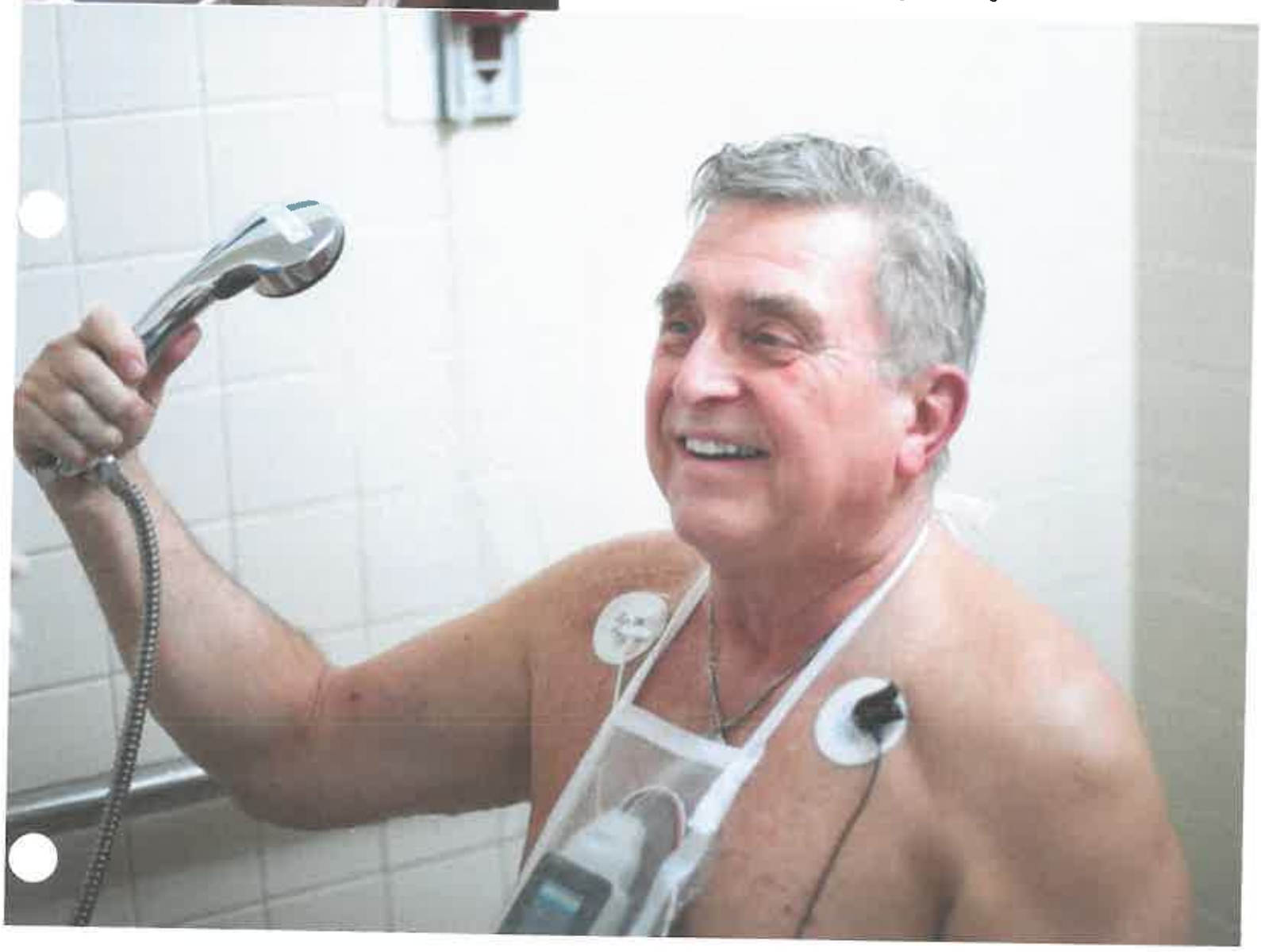
Reducing the risk of HAI

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

Sustainable

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

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



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Please visit www.philips.com/IntelliVueMX40

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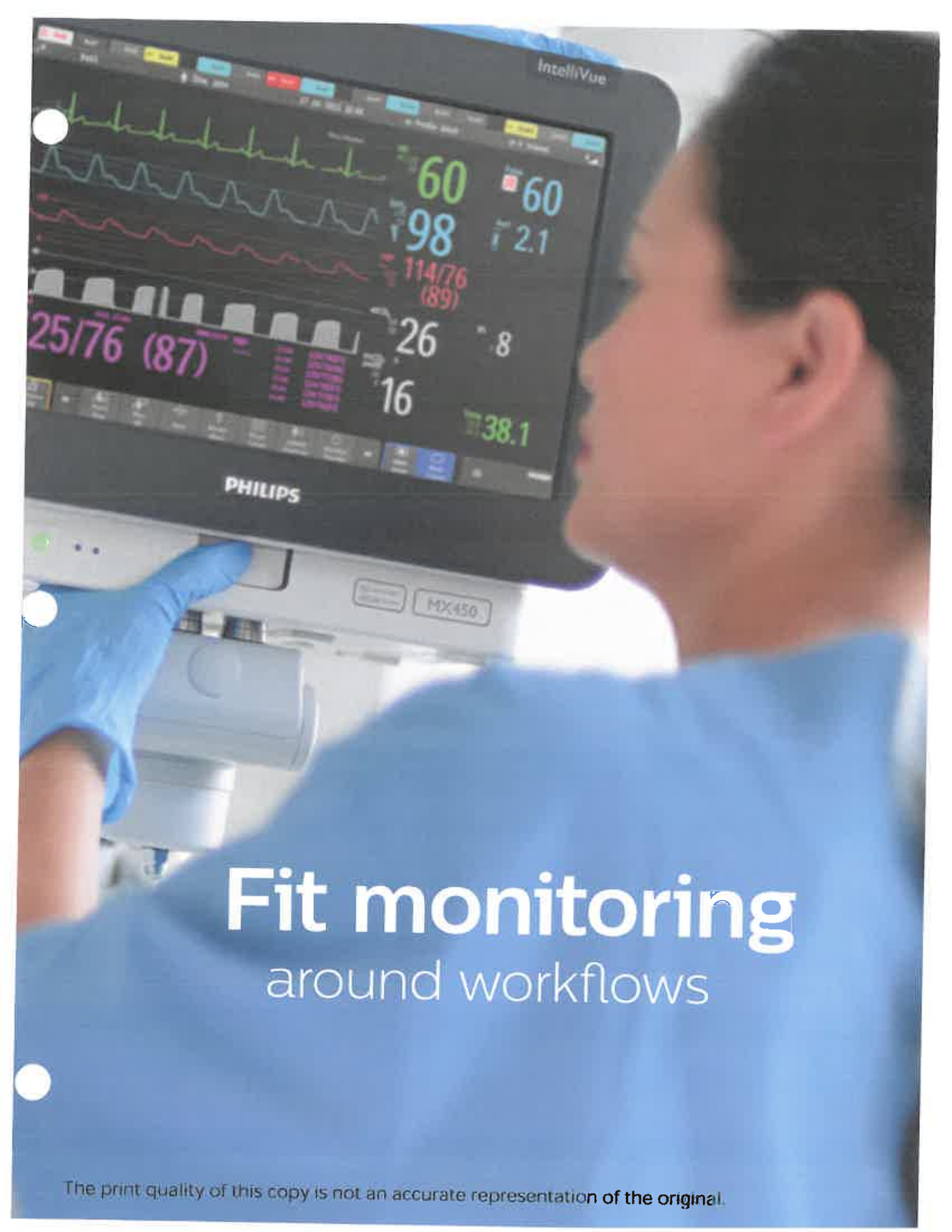

Fit monitoring
around workflows

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

Take monitoring with you

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

Supporting your infection-control protocols

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

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

[1] Stuck, A., Clark, M.J. & Connelly, C.D. (2011) Preventing intensive care unit delirium: a patient-centered approach to reducing sleep disruption. Dimensions of Critical Care Nursing. Nov-Dec;30(6):315-20.

[2] Requires IntelliBridge interface port(s). On the IntelliVue MX450 you can add up to two interfaces as expansion boards. On the IntelliVue MX500 you can use any combination of IntelliBridge EC10 modules or expansion boards, for a total of up to two device interfaces. For device compatibility, refer to latest IntelliBridge EC10 external device compatibility list.

[3] Wireless data transfer to EMR via Philips IntelliVue Information Center (PIIC) or Philips IntelliVue Information Center iX (PIIC iX)

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

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One intuitive view

at the point of care

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

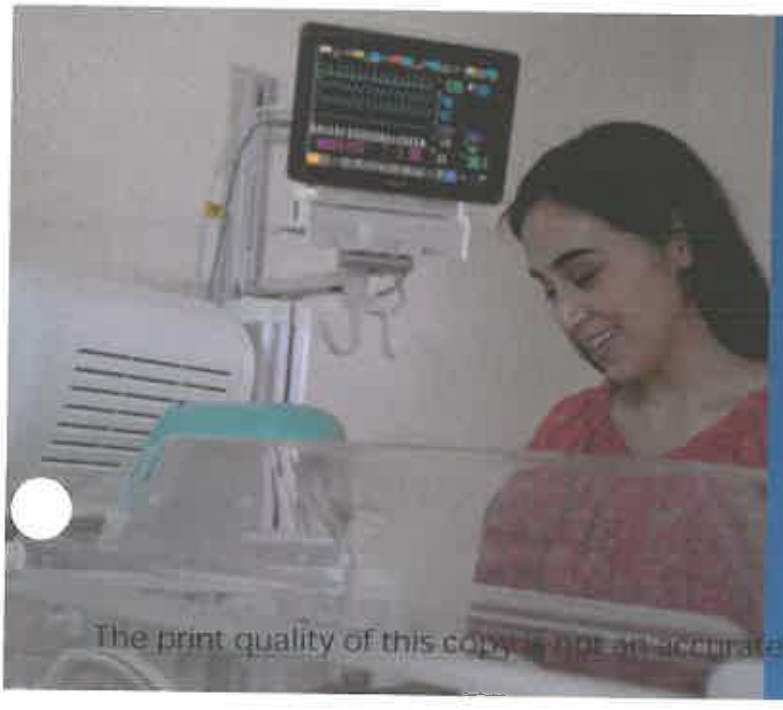
It is with this in mind that we designed the IntelliVue MX450 and MX500 to monitor a wide, flexible range of vital signs and relevant patient data, while giving you portability when needed. Whether you are in the ICU or on a sub-acute floor, the MX450 and MX500 monitors offer you the same high standard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

See it
clearly and quickly

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

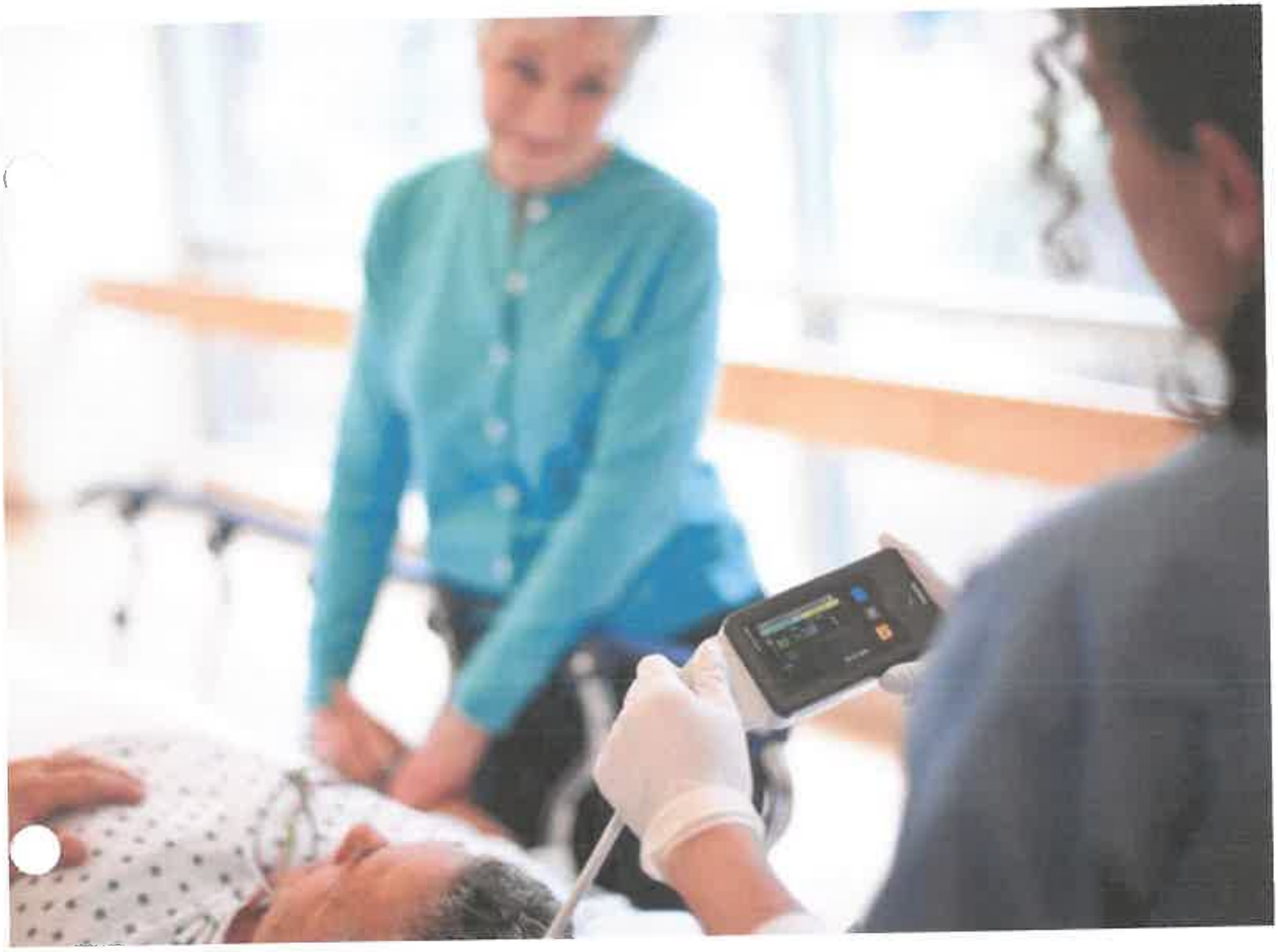
Whether you are examining the patient, with maximum illumination, or allowing the patient to rest with room lights dimmed, you won't have to bother about adjusting the monitor's display brightness. The display, with its ambient light sensor, automatically adjusts screen brightness to maintain readability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

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



Ambient light adjustment is just part of why the IntelliVue MX450 and MX500 are both excellent solutions for critical care settings. The display of the IntelliVue MX450 or MX500 can adapt automatically as more natural light comes into the ICU from outside. This supports care delivery with a focus on the patient's natural sleep-wake cycle, with studies describing patients enjoying an overall better experience during their recovery.[1]

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



IntelliVue to go

IntelliVue MX40 wearable patient monitor

PHILIPS

sense and simplicity

Freedom of movement

Real time, real mobility

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

IntelliVue through and through

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

Simple identification verification

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

More in touch

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

Get personal

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

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

Color touch screen display

Automatic "sleep" mode to conserve battery while maintaining privacy

View patient status with a **single touch**

Two channels of **real-time waveforms**

Four screen formats

Screen orientation choice for easy clinical assessment

Flexible monitoring parameters

Wide variety of measurements including ECG, SpO_2, blood pressure

Disposable or rechargeable batteries

Battery status displayed on device and the IntelliVue Information Center

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

Alarms when you need them

Appropriate alarming for your environment

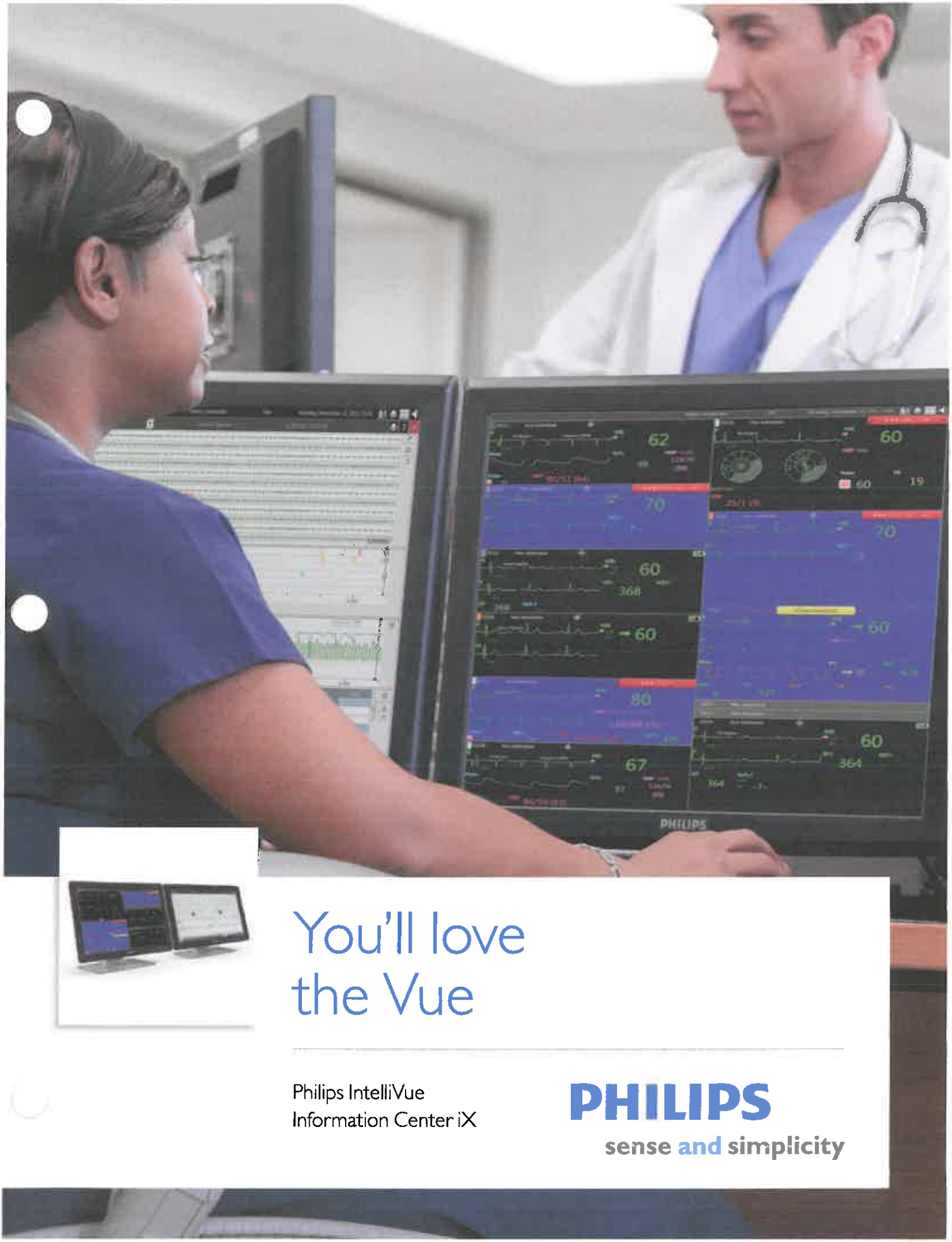
The IntelliVue MX40 displays alarms for ECG, SpO_2, and non-invasive blood pressure. Clinicians can respond to and verify alarms or maintain a calm, quiet environment for the patient. This flexibility supports alarm management policies suited to various clinical environments, without the need for additional equipment.

Add measurements without adding cables

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

Just one touch

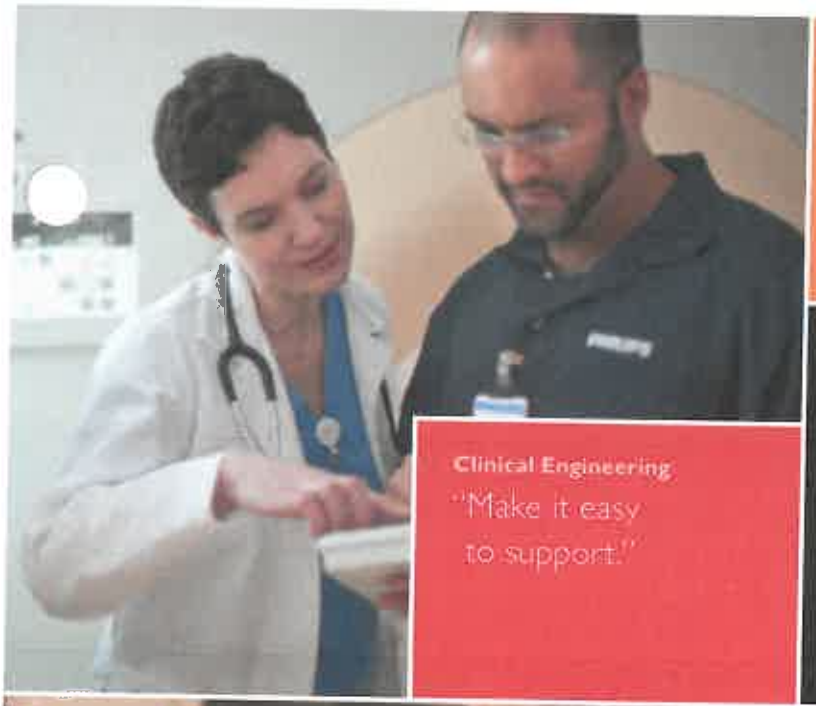
With just a single touch, you can view current alarm settings, alarm histories, vitals trends, or activate the monitor from "sleep" mode.



You'll love the Vue

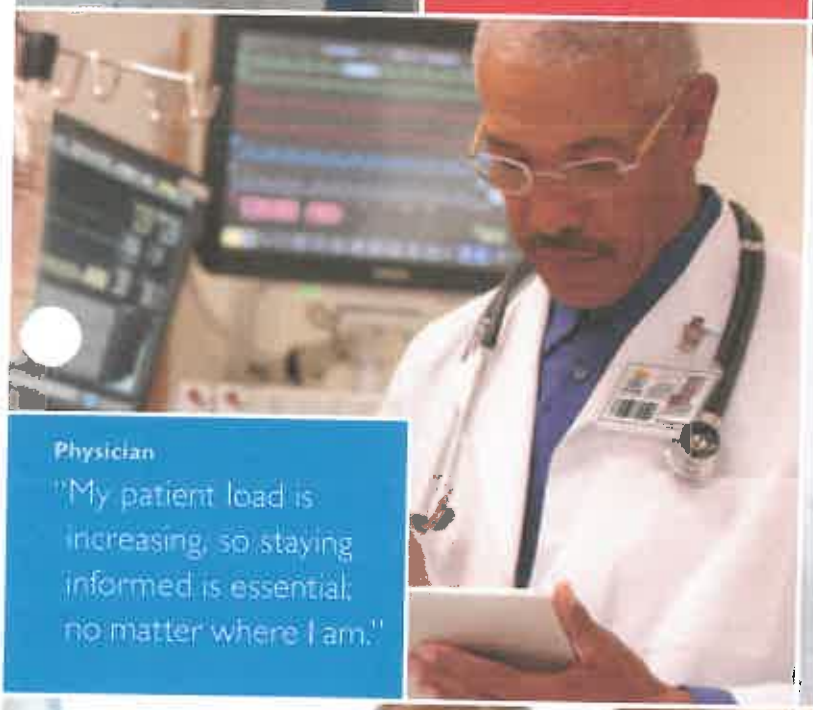
Philips IntelliVue
Information Center iX

PHILIPS
sense and simplicity

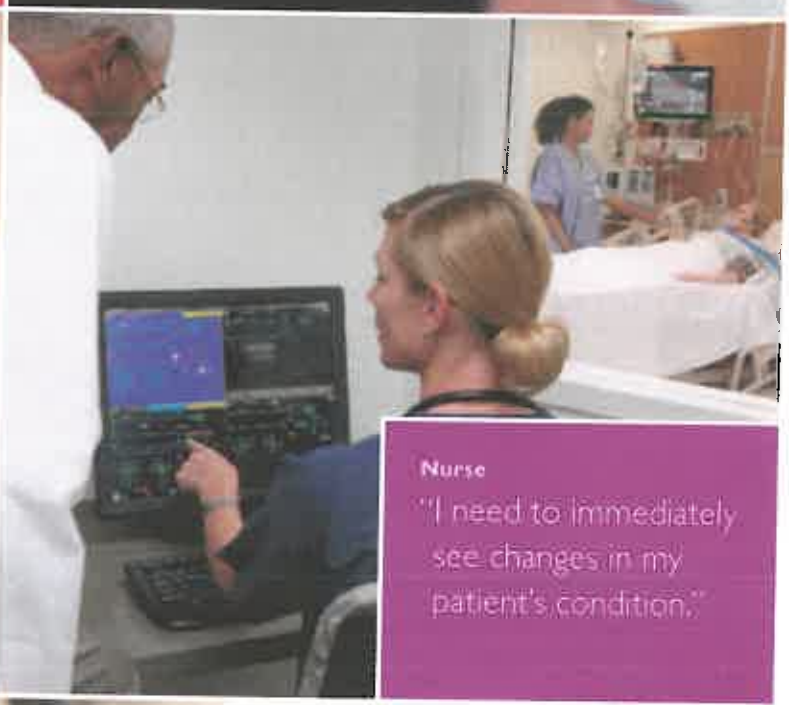


Clinical Engineering
"Make it easy to support."

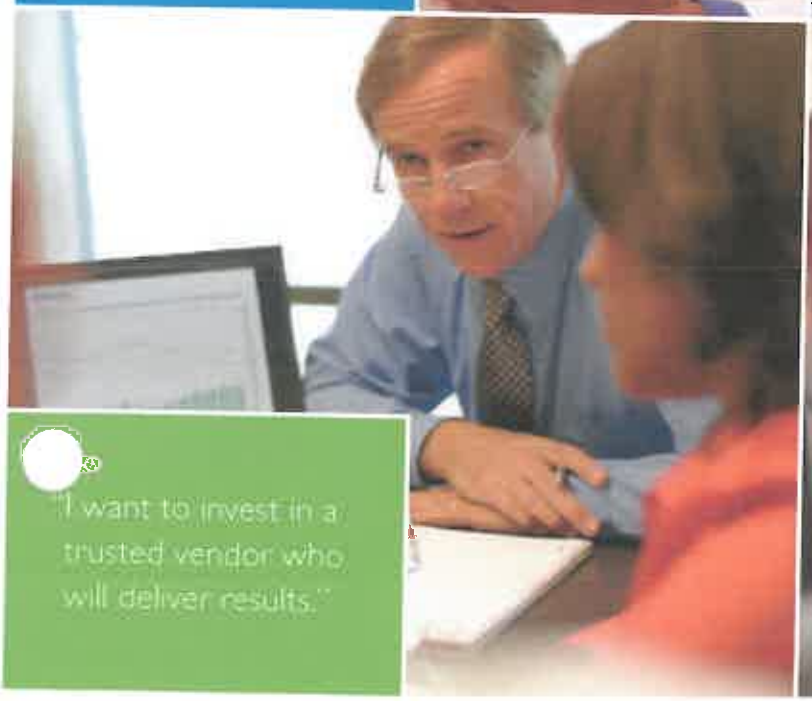
IT Director
"It has to fit into our IT infrastructure and integrate easily with our EMR and HIS."



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



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



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

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

Philips IntelliVue Information Center iX

Not just a new look, a new experience

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

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

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

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

Simplify your view with IntelliVue Information

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

Streamline workflow

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

Set up your system, your way

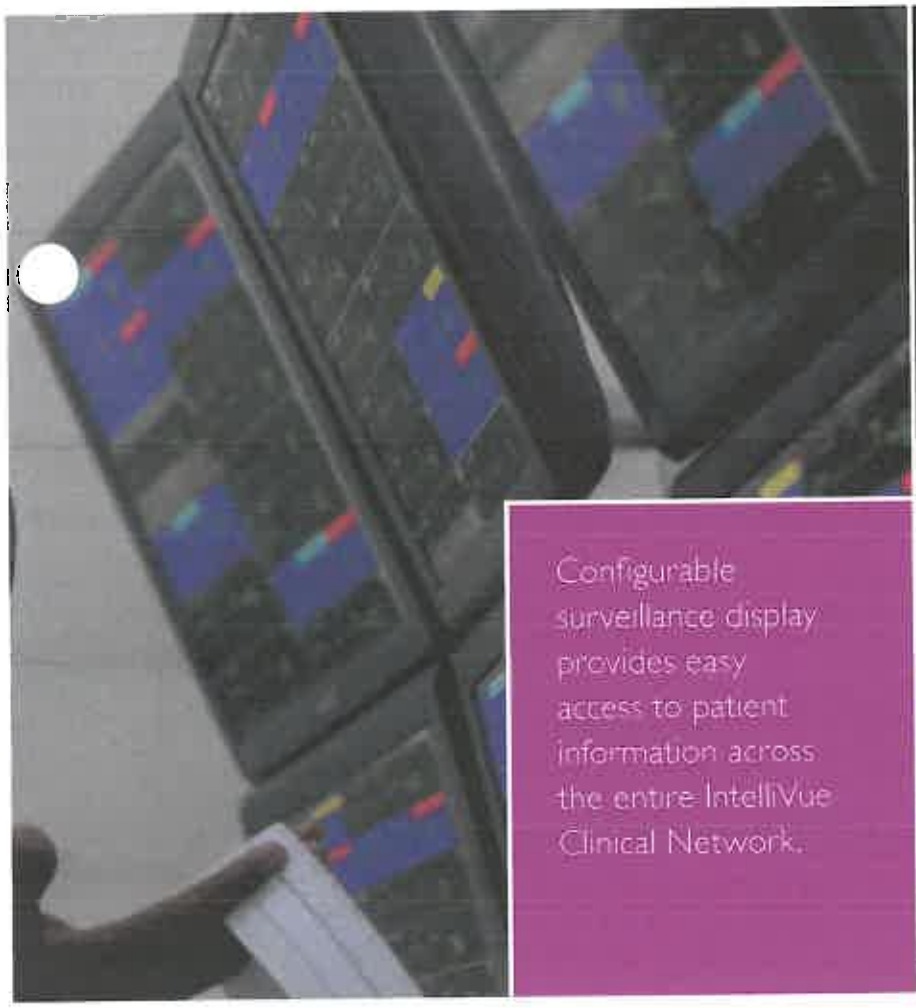
Now you can quickly view, interpret, and take action based on relevant, meaningful clinical information. You can configure the IntelliVue Information Center iX to display real-time monitoring data personalized to each patient's clinical condition. Choose waveforms, numerics, Horizon Trends, and/or a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

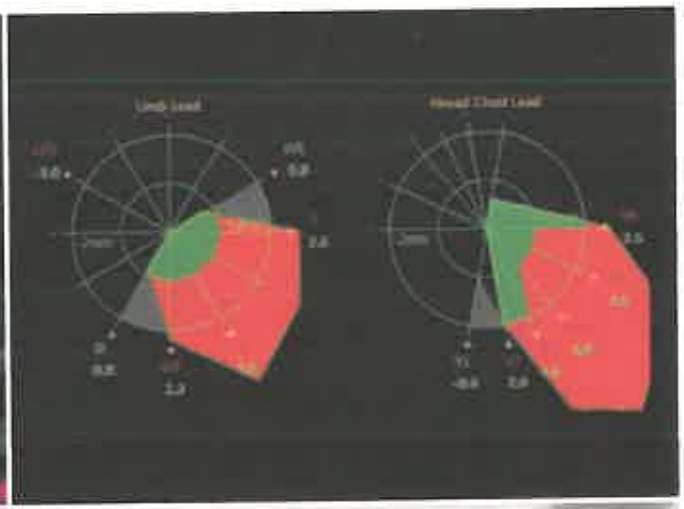
Know more, know sooner

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

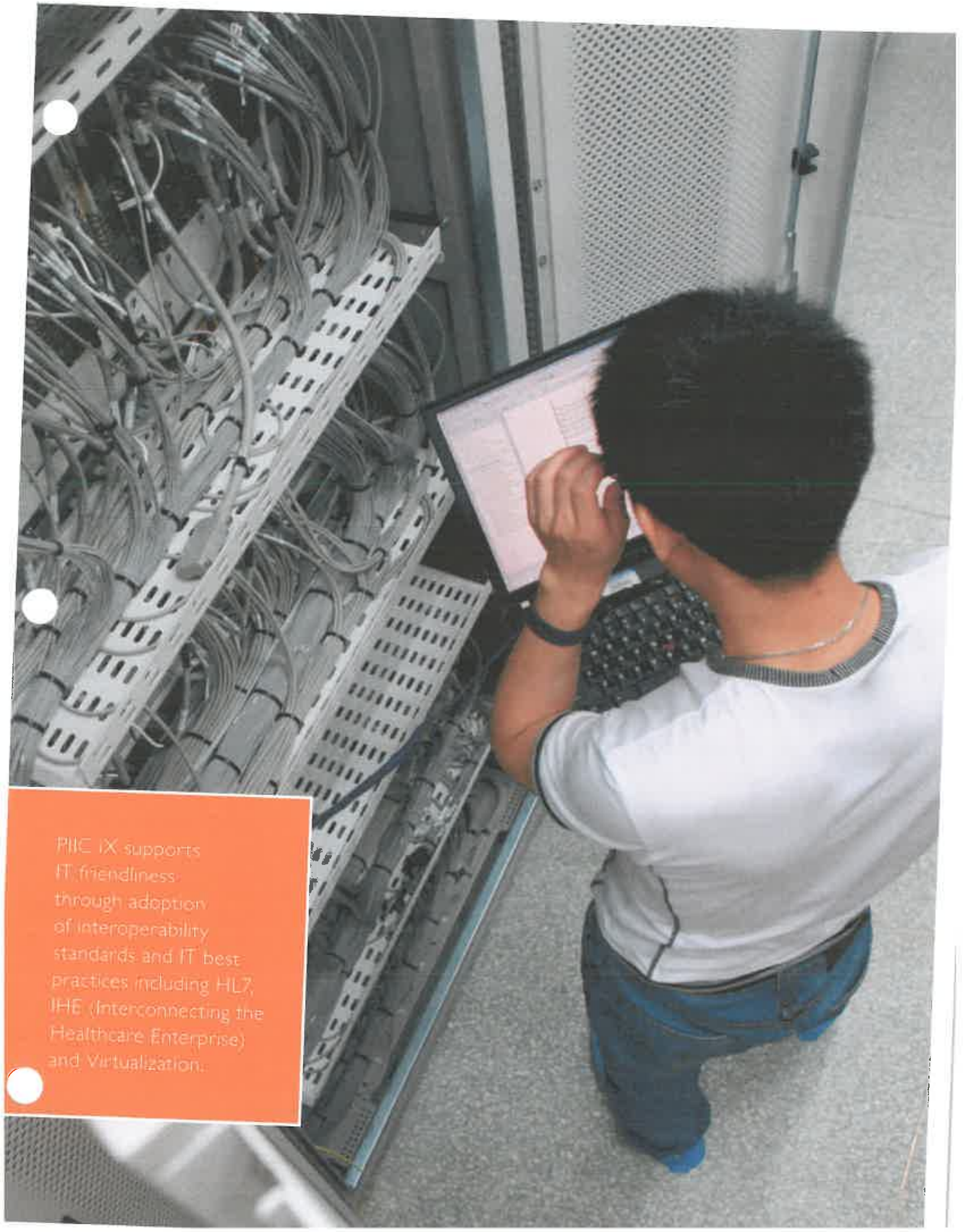
Center iX

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





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



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

A standards-based solution for enhanced interoperability

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

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

Interfacing clinically rich information

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

Make informed clinical decisions

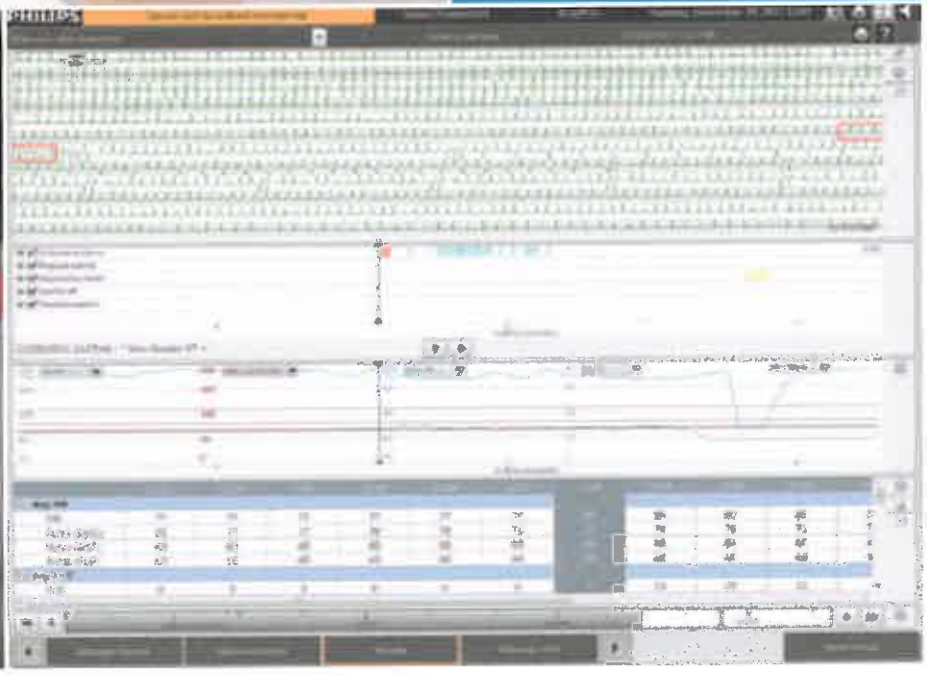
Wherever you are – in the hospital, at home, or on the road – you have access to the patient information you need to make informed clinical decisions via Web and iPad® access. IntelliVue Information Center iX offers virtually anywhere, anytime access to key patient monitoring information.

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

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

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

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



Stay connected to your patients with IntelliVue

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

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

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

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

IntelliVue MX800

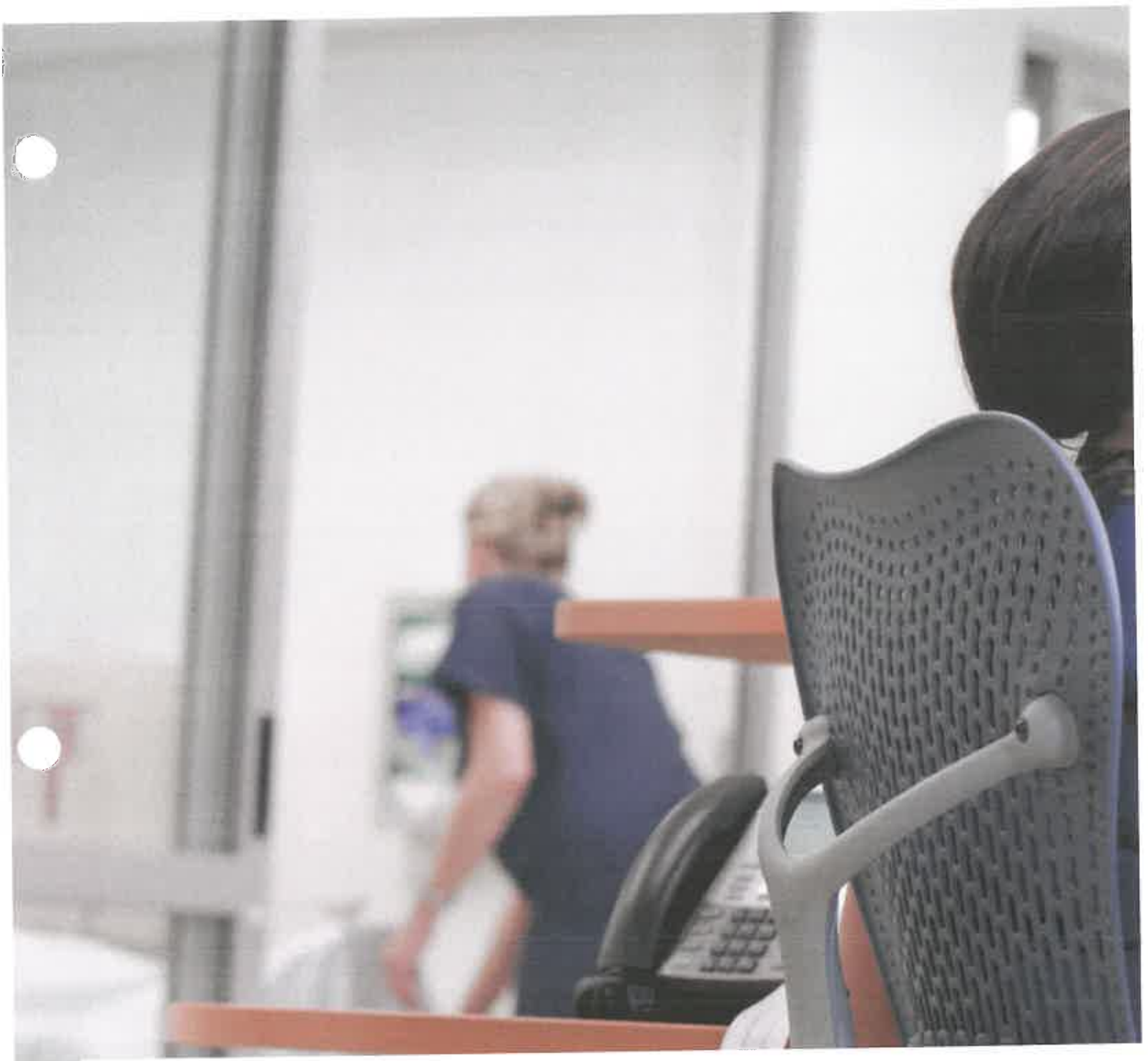
IntelliVue MP30

IntelliVue X2

IntelliVue MX40

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

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



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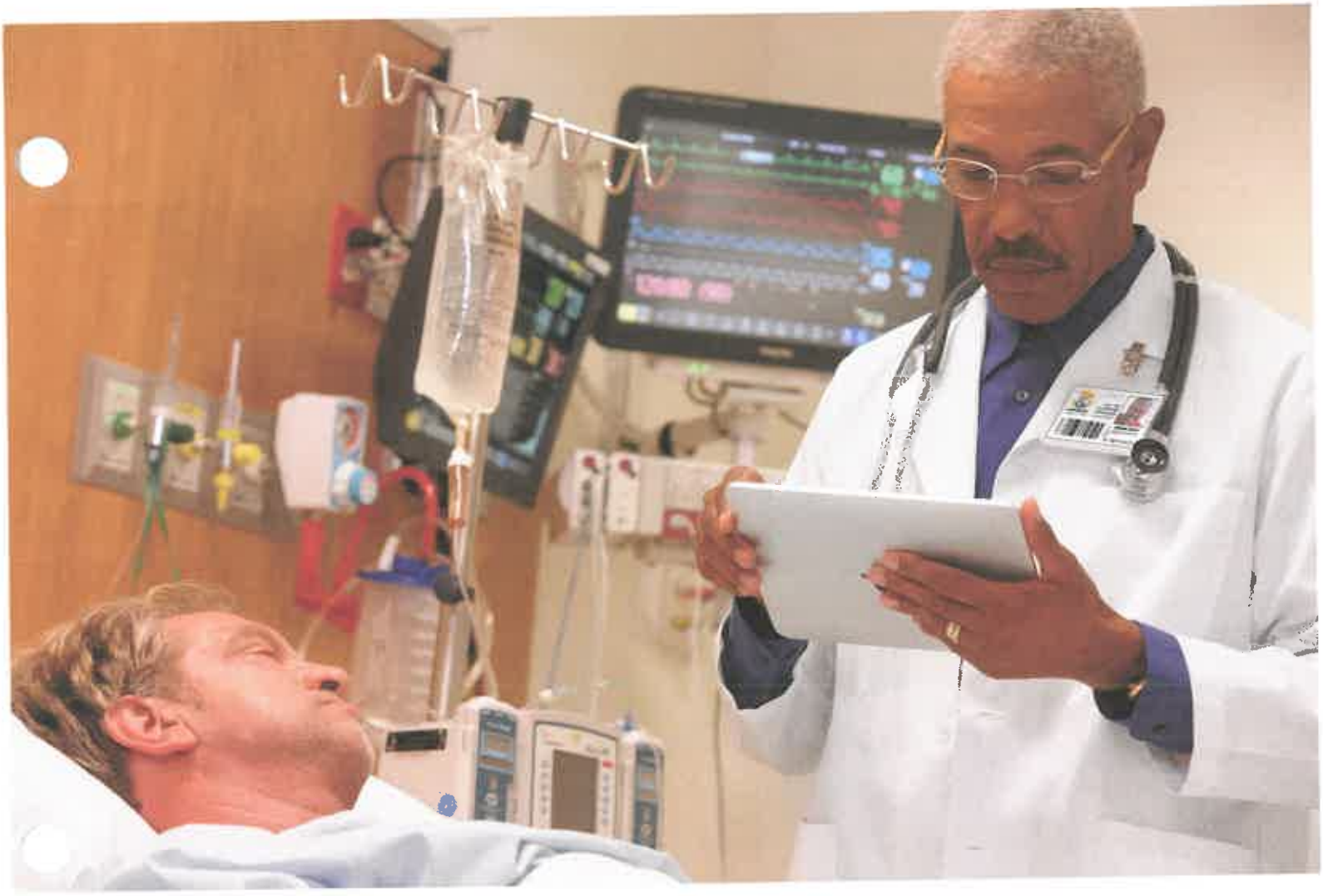

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