Welch Community Hospital

Charleston, West Virginia

Due Date: April 13, 2017
Request for Proposal # CRFQ WEH1700000013

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SIEMENS Healthineers

Company Profile

SIEMENS Healthineers

Siemens Healthineers is committed to becoming the trusted partner of healthcare providers worldwide, enabling them to improve patient outcomes while reducing costs. Driven by our long legacy of engineering excellence and our pioneering approach to developing the latest advancements, we are a global leader in medical imaging, laboratory diagnostics, clinical IT, and services. Siemens Healthineers is dedicated to helping our partners be successful – clinically, operationally and financially – from prevention through diagnosis and treatment. To learn more about Siemens Healthineers, please visit usa.siemens.com/healthineers.

Diagnostic Imaging

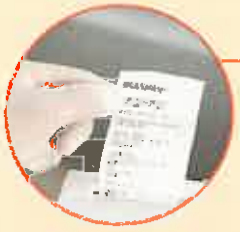
We help achieve highest diagnostic quality and efficiency

Laboratory Diagnostics

We enable clinical and workflow excellence in the lab

Advanced Therapies

We enable advanced therapeutic procedures



Point of Care

We provide fast and accurate results to improve patient outcomes and reduce costs

Ultrasound

We enable real-time access to decision-critical information

Services

We help achieve best institutional performance

Siemens Rapidpoint 500 (blood gas) Analyzers OR EQUAL and RAPIDComm Data Management System OR EQUAL and reagents and supplies.

The information contained in this response was prepared expressly for your institution. Siemens Healthcare Diagnostics Inc. (Siemens Healthineers) considers this information to be proprietary and confidential unless indicated otherwise.

You agree to retain in strict confidence all confidential and proprietary information of Siemens Healthineers contained herein. The information shall only be reproduced and used by your institution for evaluating the merits of a business relationship with Siemens Healthineers. If consultants are being utilized to help evaluate this potential relationship, your institution agrees that it will obtain a signed confidentiality agreement covering this RFP response from such consultants.

Should Siemens Healthineers be selected vendor of choice, this response will be subject to the development of a mutually acceptable agreement by post-award negotiations. Siemens Healthineers positive responses to feature/function questions may be included in the final agreement on which the parties agree. Any changes or corrections will be submitted to your institution in writing prior to completion of the final mutually acceptable agreement.

The terms in this response shall expire on the one-hundred eightieth (180th) day after receipt unless otherwise stipulated in the RFP or agreed in writing, except that the confidentiality requirement stated above shall survive indefinitely.

Notice: Compliance with legal and internal regulations is an integral part of all business processes at Siemens Healthineers. Possible infringements can be reported to our Help Desk "Tell us" at www.siemens.com/tell-us.

Siemens Healthineers response to this RFP will describe in detail products submitted for bid consideration and that Siemens Healthineers may also attach brochures and data sheets with a more general description of this and other Siemens Healthineers offerings. Siemens Healthineers brochures and data sheets are written for a global audience, and may contain reference to products and/or features that are not cleared or approved for marketing in the United States, and are identified as such in said brochures and data sheets. Such items in a brochure or data sheet should not be considered in determining the merits of Siemens Healthineers response.

Siemens Rapidpoint 500 (blood gas) Analyzers OR EQUAL and RAPIDComm Data Management System OR EQUAL and reagents and supplies.

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Department of Health and Human Resources (WVDHHR), Bureau for Behavioral Health and Health Facilities (BHHF), Welch Community Hospital to establish an open-end contract for Siemens Rapidpoint 500 (blood gas) Analyzers OR EQUAL and RAPIDComm Data Management System OR EQUAL and establish an open-end contract for reagents and supplies.

   Siemens agrees.

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

   Siemens acknowledges this information.

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

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
   - 2.1 **"Contract Item"** or **"Contract Items"** means the list of items identified in Section 3.1, 3.2 and 3.3 below and on the Pricing Pages.
   - 2.2 **"Pricing Pages"** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A, and used to evaluate the Solicitation responses.

Siemens Rapidpoint 500 (blood gas) Analyzers OR EQUAL and RAPIDComm Data Management System OR EQUAL and reagents and supplies.

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

3. GENERAL REQUIREMENTS:

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

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

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

RAPIDPoint® 500 System

RAPIDPoint 500 Blood Gas System

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

Key features and benefits include:

- A comprehensive critical-care menu for multiple sample types in about 60 seconds.
- pH and blood gases, electrolytes, glucose, lactate, and full CO-oximetry, including tHb and nBili.
- FDA-approved pleural fluid pH testing.
- Siemens' long-lasting cartridges, integrated Automatic Quality Control (AQC), and proven technologies maximize uptime.

Siemens Rapidpoint 500 (blood gas) Analyzers OR EQUAL and RAPIDComm Data Management System OR EQUAL and reagents and supplies.

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

Please refer to these attachments for additional information:

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

3.1.1.1 Analyzer must be new and provide the following parameters (measured or calculated):

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

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

3.1.1.1.2 pCo2: Partial pressure of carbon dioxide.

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

3.1.1.1.3 pO2: Partial pressure of oxygen.

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

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

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

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

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

3.1.1.1.6 tHB: Total hemoglobin. Concentration of total hemoglobin.

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

3.1.1.1.7 sO2: Oxygen saturation of hemoglobin.

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

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

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

3.1.1.1.9 HHB: Deoxyhemoglobin. Reduced or deoxygenated hemoglobin.

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

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

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

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

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

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

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

3.1.1.2 Analyzer must have blood gas, lactate, and co-oximetry integrated into a standalone unit.

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

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

3.1.1.3 Analyzer must operate on a self-contained measurement cartridge (including sensors and calibrating reagents).

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

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

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

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

3.1.1.5 Analyzer must have the capability to perform manual quality control.

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

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

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

3.1.1.6 Analyzer must provide automatic calibration of blood gas, lactate, and co-oximetry parameters.

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

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

3.1.1.7 Analyzer must be able to analyze capillary samples.

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

Siemens Rapidpoint 500 (blood gas) Analyzers OR EQUAL and RAPIDComm Data Management System OR EQUAL and reagents and supplies.

3.1.1.8 Analyzer must provide for a single sampling port which accepts syringe or capillary tube sample devices safely with no adapters required.

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

3.1.1.9 Analyzer must operate within a temperature range of a minimum of 15 □C and a maximum of 30 □C.

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

3.1.1.10 Analyzer must be able to operate within a barometric pressure range of a minimum of 523 to a maximum of 800mmHg.

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

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

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

3.1.1.11 Analyzer must have the data capacity to store a minimum of:
200 patient samples
200 quality control samples
50 operators.

Yes meets requirement. The RAPIDPoint® 500 instrument maintains 250 records of each type of data (patient samples, QC samples, and calibrations) on its internal hard disk. Patient, QC, and calibration data from the RAPIDPoint 500 system can be downloaded to a USB flash drive for long-term storage.

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

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

3.1.1.12 Analyzer must be within the following dimensions:

3.1.1.12.1 Height: minimum 20 inches, maximum 35 inches

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

3.1.1.12.2 Width: minimum 10 inches, maximum 25 inches

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

3.1.1.12.3 Depth: minimum 10 inches, maximum 30 inches

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

3.1.1.12.4 Weight: minimum 25 pounds, maximum 50 pounds

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

3.1.2 RAPIDComm data management system OR EQUAL.

Yes meets requirement. Siemens proposes the RAPIDComm® Data Management System.

RAPIDComm® Data Management System

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

Siemens Rapidpoint 500 (blood gas) Analyzers OR EQUAL and RAPIDComm Data Management System OR EQUAL and reagents and supplies.

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

Key features and benefits include:

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

Please refer to these attachments for additional information:

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

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

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

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

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

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

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

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

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

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

Key features include:

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

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

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

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

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

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

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

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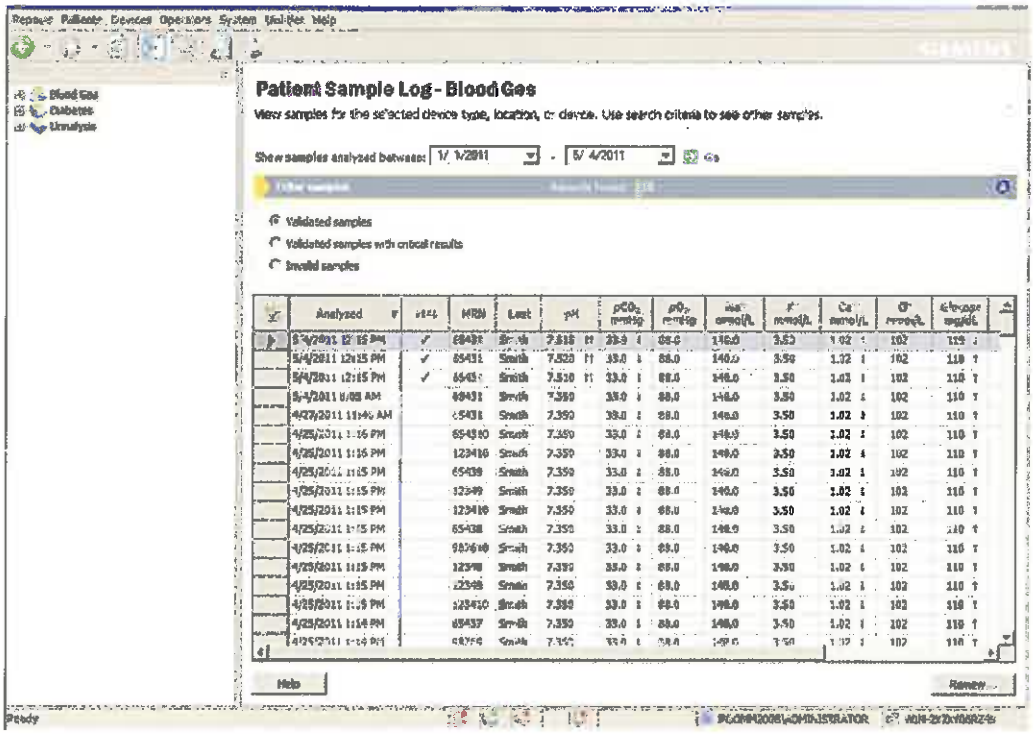
3.1.2.5 The data management workstation must store patient, calibration, and quality control data and generate reports.

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

Patient Results

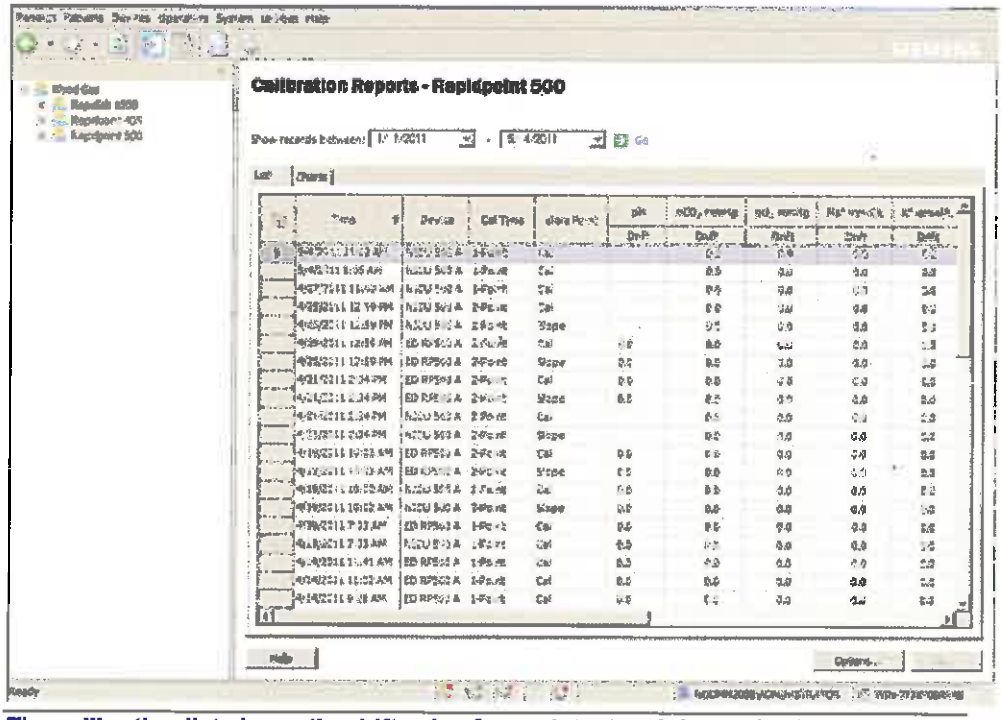
This screenshot shows the Patient Sample Log in the RAPIDComm program.

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

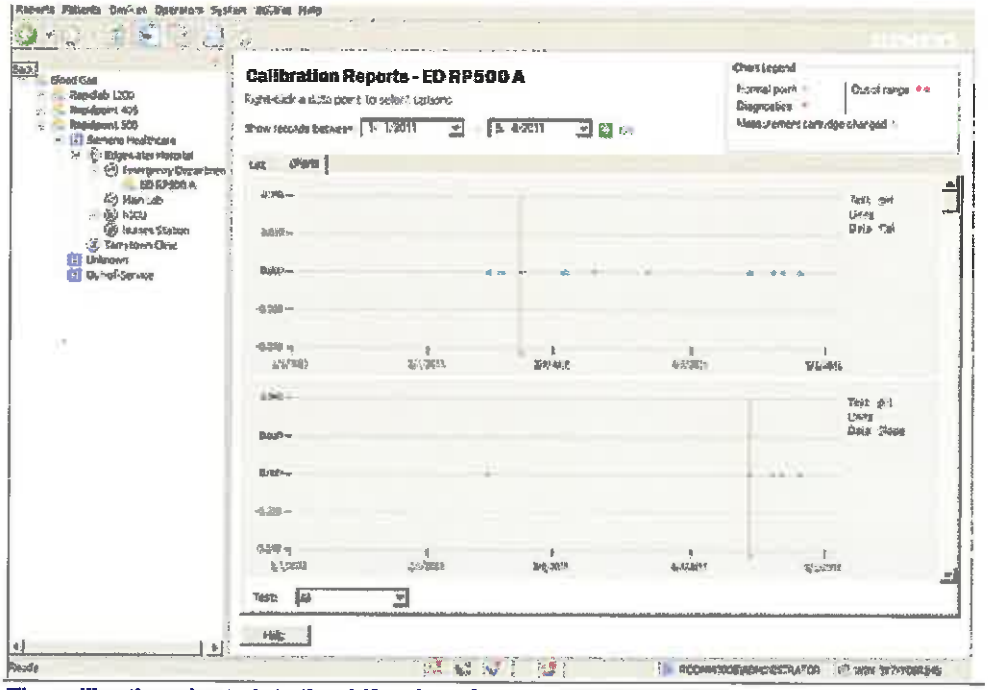


Calibration

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



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



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

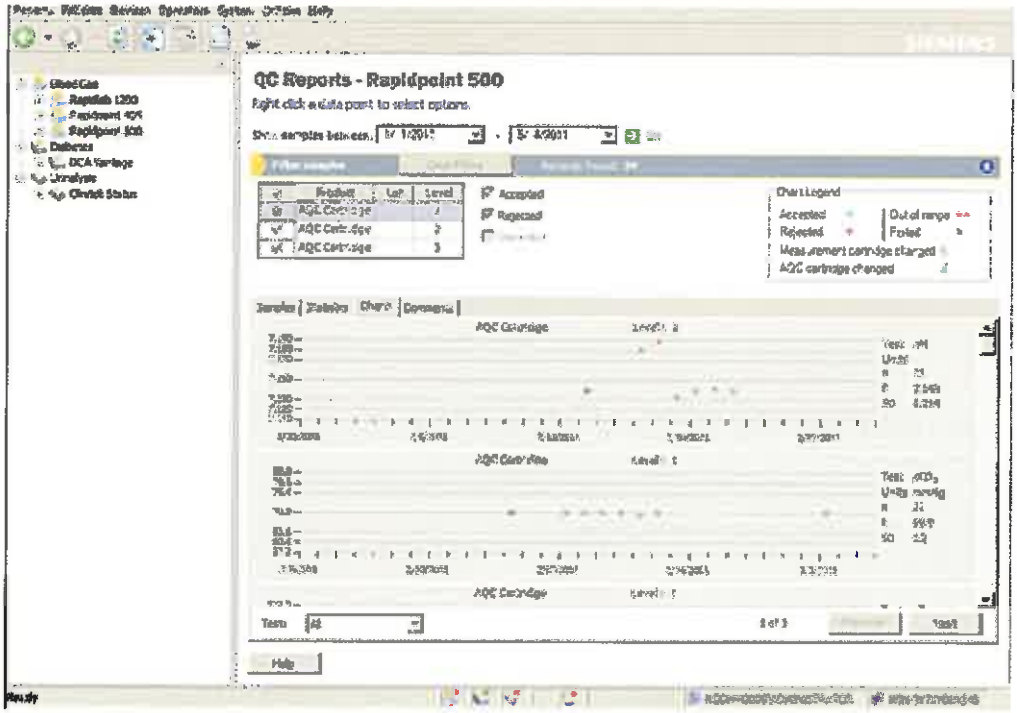
Quality Control

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

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

Key features include:

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



Patient Reports

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

- As testing is performed in different testing locations these sample results are being transmitted into the RAPIDComm database for review and documentation.

- The RAPIDComm program provides the ability to set up and print highly flexible and customized sample reports.
- Electronic transmission of sample results means these results are instantly available, from any and all connected systems across the hospital.
- Electronic documentation also eliminates the need to transcribe sample results manually, which is an error-prone process.

Management Reports

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

- Maintenance tracking
- Proficiency reports
- Linearity reports
- Material use reports
- Audit reports

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

Siemens agrees.

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

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

3.1.2.8 Vendor should provide *with their bid* a copy of any hardware or software licensing and/or support terms and conditions to which the State of West Virginia or the Agency must agree to or accept, either in writing or digitally, in order to order and receive the commodities or services offered as part of this contract. Written terms will be required prior to award of any contract resulting from this solicitation. Failure to provide additional terms and conditions may result in disqualification of the vendor's bid.

Siemens agrees. Please see Siemens Standard terms and agreements attached.

3.1.3 REAGENTS

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

Siemens is a current vendor and meets the requirement.

3.1.4 SUPPLIES

3.1.4.1 Automatic QC -quality control cartridge

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

3.1.4.3 Filter material
3.1.4.4 Thermal printer paper
3.1.4.5 RAPIDQC complete level 1, OR EQUAL and must provide the minimum parameters:
3.1.4.5.1 pH/pCO2/pO2/Na+/K+/Ca++/CI/Glucose/ Lactate/cHb/FO2Hb/FCOHb/FmetHb/FHHb
3.1.4.5.2 Hypo

3.1.4.6 RAPIDQC complete level 2, OR EQUAL and must provide the minimum parameters:
3.1.4.6.1 pH/pCO2/pO2/Na+/K+/Ca++/CI/Glucose/ Lactate/cHB/FO2Hb/FMetHB/FHHb
3.1.4.6.2 Normal
3.1.4.7 RAPIDQC complete level 3, OR EQUAL and must provide the minimum parameters:
3.1.4.7.1 pH/pCO2/pO2/Na+/K+/Ca++/CI
3.1.4.7.2 Hyper
3.1.4.8 Wash/waste cartridge

Siemens is a current vendor and meets the above requirements.

3.1.5 INSERVICE FOR RESPIRATORY STAFF

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

Siemens is a current vendor and meets the requirement.

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

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

Time and dates for training will be upon mutual agreement.

3.1.6 Warranty

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

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

Siemens warrants to Customer that the Equipment shall be free from defects in material and workmanship and conform to the manufacturer's

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

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

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

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

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

4. CONTRACT AWARD:

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

Siemens acknowledges this information.

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

Siemens acknowledges this information.

Siemens Rapidpoint 500 (blood gas) Analyzers OR EQUAL and RAPIDComm Data Management System OR EQUAL and reagents and supplies.

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

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

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

Siemens acknowledges this information.

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

   Siemens acknowledges this information.

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

6. **ORDERING AND PAYMENT:**

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

   Siemens agrees; Siemens is a current vendor.

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

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

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

   Siemens acknowledges this information.

Siemens Rapidpoint 500 (blood gas) Analyzers OR EQUAL and RAPIDComm Data Management System OR EQUAL and reagents and supplies.

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

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

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

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

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

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

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

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

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

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

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

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

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

9. **DELIVERY AND RETURN:**

9.1 Delivery Time: Vendor shall deliver the blood gas analyzer systems within thirty (30) calendar days after receiving a purchase order or notice to proceed. Vendor shall deliver standard orders within five (5) working days after orders are received. Vendor shall deliver emergency orders within one (1) working day(s) after orders are received. Vendor

shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met. Vendor must complete the set-up and training within fifteen (15) calendar days after delivery of blood gas analyzer systems. Vendor will need to make arrangements with the Respiratory Department for delivery date and time.

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

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

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

Pre-Installation Meeting

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

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

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

Onsite Implementation Assistance

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

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

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

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

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

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

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

Siemens acknowledges this information.

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

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

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

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

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

Siemens agrees; Siemens is a current vendor.

Please see Siemens Return Goods Policy as Exhibit 2.

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

Siemens agrees; Siemens is a current vendor.

Please see Siemens Return Goods Policy as Exhibit 2.

10. VENDOR DEFAULT:

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

10.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.

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

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

10.1.4 Failure to remedy deficient performance upon request.

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

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

10.2.1 Immediate cancellation of the Contract.

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

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

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

10.2.3 Any other remedies available in law or equity.

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

11. MISCELLANEOUS:

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

Siemens acknowledges this information.

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

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

Siemens acknowledges this information.

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

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

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

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

Contract Manager: Dave Condon
Telephone Number: 617-413-5996
Fax Number: N/A
Email Address: david.condon@siemens.com

EXHIBIT A
PRICING PAGE
CRFQ WEH1700000013

SIEMENS Healthineers

Please type or write legibly

Siemens Rapidpoint 500 (blood gas) Analyzers OR EQUAL, RAPIDComm Data Management System OR EQUAL, and Reagents and Supplies for Welch Community Hospital.

Description	Quantity	Unit of Measure	Cost per Unit	Total Cost
*3.1.1 Siemens Rapidpoint 500 (blood gas) Analyzers OR EQUAL.	2	each	$13,395.00	$26,790.00
*3.1.2 RAPIDComm Data Management system OR EQUAL	1	each	$22,427.18	$22,427.18
*3.1.3.1 Measurement cartridge (BG-blood gas, lactate, Co ox-co oximetry) minimum 400 test per cartridge	18	each	$876.00	$15,768.00
*3.1.4.1 Automatic QC-Quality control cartridge	18	each	$283.40	$5,101.20
*3.1.4.2 CVM-calibration verification material/ 5 level/ 4 per level	2	each	$94.78	$189.56
*3.1.4.3 Filter material	2	each	$17.91	$35.82
*3.1.4.4 Thermal printer paper	20	roll	$2.64	$52.80
*3.1.4.5 RAPIDQC complete level 1 OR EQUAL	2	each	$38.24	$76.48
*3.1.4.6 RAPIDQC complete level 2 OR EQUAL	2	each	$38.24	$76.48
*3.1.4.7 RAPIDQC complete level 3 OR EQUAL	2	each	$38.24	$76.48
*3.1.4.8 Wash/waste cartridge NOTE: This item is packaged 4 per box. Each box is $267.76. Therefore, each cartridge costs $66.94	72	each	$66.94	$4,819.68
3.1.5.1 Set-up and Training	1	each	$0.00	$0.00
3.1.6.1 One Year All-Inclusive Warranty	1	each	$0.00	$0.00
			Grand Total Cost	$86,870.08

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

Siemens has presented pricing based upon the volumes received. If, on an annual basis, the total test volume changes significantly, Welch Community Hospital and Siemens may renegotiate the pricing and pricing may be adjusted by mutual agreement of Welch Community Hospital and Siemens.

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

Siemens Healthcare Diagnostics — 511 Benedict Avenue, Tarrytown, NY 10591
Vendor Name — **Vendor Address**

Michael Sampson — 4/07/2016
Vendor Authorized Representative Signature — **Vendor Authorize Representative (Printed)** — **Date**

Dave Condon, primary point of contact
617-413-5996 — N/A — david.condon@siemens.com
Telephone — **Fax** — **E-mail**

SIEMENS Healthineers

EQUIPMENT SALE AGREEMENT

Legal Name:	WELCH COMMUNITY HOSPITAL, INC.	Group Purchasing Organization:	PREMIER PARTNERS
Customer Name:	WELCH COMMUNITY HOSPITAL	Sold to Customer #:	11294
Address:	454 MCDOWELL ST	Payment Terms:	Net 30 days from date of invoice
City, State, Zip:	WELCH, WV 24801	Shipping & Handling:	FOB Destination

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

QTY	Part #	Description of Equipment	Price	Extended Price
		Blood Gas Product Line:		
2	10492730	RAPIDPoint® 500	$13,395.00	$26,790.00
1	11065144	Helix - New Install Local (1 site)	$7,500.00	$7,500.00
1	11065447	RapidComm IT Care Plan	$1,887.00	$1,887.00
1	11065139	RAPIDComm Blood Gas Modality Lic	$4,528.00	$4,528.00
1	11065134	RAPIDComm 6.0 Core License	$2,209.00	$2,209.00
1	10334014	HP Standard Server Hardware Only	$6,303.18	$6,303.18

Total:	**$49,217.18**
Shipping & Handling:	**Included**
Total Price:	**$49,217.18**

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

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

QTY	Description of Returned Equipment

IN WITNESS HEREOF, each party has caused its duly authorized representative to execute this Equipment Sale Agreement.

CUSTOMER:

Signature Date

Name (Print)

Position (Print)

SIEMENS HEALTHCARE DIAGNOSTICS INC.:

Signature Date

Name (Print)

Position (Print)

115 Norwood Park South, Norwood, MA 02062
Address

AND

SIEMENS HEALTHCARE DIAGNOSTICS INC.:

Signature Date

Name (Print)

Position (Print)

115 Norwood Park South, Norwood, MA 02062
Address

SIEMENS Healthineers

EQUIPMENT SALE AGREEMENT TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

state or local) upon the sale, production or transportation of the products sold hereunder.

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

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

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

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

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

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

SIEMENS Healthineers

Quote #: 1-IUQY79-3

STATEMENT OF WORK

RAPIDComm Data Management Implementation

Customer Name:	WELCH COMMUNITY HOSPITAL	Group Purchasing Organization:	PREMIER PARTNERS
Legal Name:	WELCH COMMUNITY HOSPITAL, INC.	Federal ID #:	
Address:	454 MCDOWELL ST	Ship to Customer #:	
City, State, Zip:	WELCH, WV 24801	Sold to Customer #:	11294
Phone:		Payment Terms:	Net 30 date of invoice
Date:		Shipping & Handling:	Prepaid and added

1. **Introduction**

Purpose of this document. This document describes the services that RAPIDComm Data Management offers.

2. **Siemens implementation Philosophy.** Siemens work effort is based on Siemens' philosophy to implement RAPIDComm Data Management in a timely and cost efficient manner.

3. **Siemens Work Effort.** Siemens will lead the implementation of the RAPIDComm project. Customer and Siemens shall work together throughout the implementation so that education and knowledge transfer take place to enable Customer to assume full operation and support of the System(s) upon completion of this engagement. The methodology and its tools support the Customer and Siemens' implementation team with artifacts, information and project work plans. Any work effort not described in this document as Siemens would be considered Customer work effort. All work performed by a Siemens resource will be performed remotely unless otherwise specified. All clinical training will be supported by the Siemens Technical Applications Specialist ("TAS") onsite or remotely depending on Customer needs.

   Siemens work effort is based on Customer's current business state. If a Customer is considering additional technology investments, in-house re-engineering efforts or other consulting engagements, Siemens recommends that these initiatives be finalized prior to the initiation of the planning phase so that decisions made during this phase, and moving forward, are appropriate for the Customer's desired future state. Standard implementation durations published below begin with the project kickoff meeting.

4. **Project Duration**

   The Project Duration estimate is based on the type of installation as described below.

   a. Net new installation for a single facility location: three (3) months or up to forty (40) project hours. Project hours will be tracked by the Siemens Point of Care Informatics Specialist
   b. Net new installation for a multi-facility location: six (6) months or up to forty (40) project hours. Project hours will be tracked by the Siemens Point of Care Informatics Specialist
   c. Upgrade from RAPIDComm existing version number to latest version number: One (1) month or less.
   d. Server migration to new hardware or virtual server: two (2) months or less.

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5. **Scope of Services**

Siemens' scope of services for this estimate includes the following unless otherwise noted in the solution section:

a. **Project Management**. Siemens will direct the initial project start up and provide cross-functional coordination and alignment of Siemens' implementation resources. Siemens will work with the Customer to provide leadership and overall accountability to achieve Customer's desired future state or vision. Siemens' and Customer's project manager will be the points of contact for issue resolution during the implementation and will continuously monitor progress to minimize potential risks. Siemens will provide project status reports as needed/required. The implementation will be divided into implementation sequences as defined below.

b. **Project Opening and Clarification/Pre-Implementation Planning**. The Siemens' POC Informatics Specialist (Project Manager) will assume a consultative role and will provide the Customer with process considerations and analytical direction. The Siemens' POC Informatics Specialist will work with the Customer to develop definition and to develop a work plan to meet Customer driven outcomes.

c. **Detailed Planning/Analysis**. Siemens' resources will consult with the Customer during the planning phase on the requirements and planning of operational workflow, organizational, application and technical specifications. Delivery of product will take place in consultation with Customer.

For customers who are implementing a Hospital Information System which requires a lengthy duration, the project team will conduct initial analysis together and then will discontinue activities until the start of the RAPIDComm implementation phase of the installation.

d. **Installation/Adaptation**. Siemens will collaborate with Customer within the design and adaptation phase regarding design and build of the software. Siemens will assist in translating clinical and business requirements into system related decisions and settings. As part of the collaboration process, Siemens will contribute recommendations based on what configuration is best practice for their workflow.

e. **Testing Phase**. Siemens will provide the Customer with direction for interface testing to validate the system is operating according to the technical specifications.

Customer will assume the responsibility of testing all sample types used with the RAPIDComm system. The Customer will acknowledge approval for go live with a signature on the Customer acceptance criteria document. If the Customer project manager elects not to approve prior to Customer acceptance criteria document and the system is brought live, any additional fees associated to issues will be the full responsibility of the Customer.

f. **Training Phase**. Within the Training phase, Siemens will provide one (1) Technical Applications Specialist for (3) days to assist with RAPIDComm training. This can either be onsite or remote web based training at the Customer's discretion and availability of the Technical Application Specialist.

g. **Live/Post Live Phase**. Within the Live/Post Live phase, Siemens will provide support and direction to the Customer for software and interface issue resolution. Siemens anticipates that the knowledge transfer to the Customer has been facilitated during the implementation process. Two weeks after go live, Siemens will provide POC Informatics Specialist support for any ongoing issues. After the two week period, all support will go through the Siemens Technical Solutions Center hotline.

5. Interfaces

Siemens' scope of services for interfaces will include the following unless otherwise noted herein. Any interfaces not identified in this Statement of Work will require approval and will incur additional charges.

a. Siemens assumes Customer will utilize Siemens RAPIDComm HL7 interface specifications to define integration between RAPIDComm and Customer hospital/lab information systems. The Customer will manipulate third party data to send data to and accept data from RAPIDComm in the HL7 standards based format stated in the specifications document. Any modifications required to the other systems in order to accept the standards based format are the responsibility of the Customer.

6.

a. Customer Interface Engine Assumptions. If a Customer utilizes their own internal interface engine, Siemens assumes Customer will complete all required work on the interface engine for each interface. This will include all interface connection, mapping, implementation, unit testing and live support issues related to integration with the HL7 interface engine.

b. Siemens POC Interface Engine Assumptions. If the RAPIDComm interface requires Siemens POC interface engine, Siemens will complete all required work on the Siemens POC interface engine for each interface. This will include all HL7 interface connections, mapping, implementation, unit testing and live support issues related to integration with the interface engine. Siemens will require HIS/LIS connection and support from the Customer.

7. Siemens Role/Work Effort

Siemens will assign personnel to perform the following roles during the implementation and will consult with the Customer through all phases of the implementation.

a. POC Informatics Specialist
b. Technical Applications Specialist
c. Interface Consultant
d. Siemens POC Sales Specialist

8. Customer Role/Work Effort

The Customer will assign personnel to perform the following roles during the implementation. The estimated Customer resource requirements/work efforts are based on tasks defined in Siemens standard implementation methodology and may not reflect work effort required outside of those tasks.

Customer Resources needed:

a. Hospital IT Resources (Network Administrator, Systems Administrator, Desktop Services, etc.)
b. Lab/Respiratory/Cardio Pulmonary Director/Supervisor/Manager
c. Lab/Hospital Information System Coordinator
d. Customer Project Manager

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9. Modification to Services Provided

No other items or services will be provided under this agreement. Any modification or additions to this Statement of Work will require approval and may incur additional charges.

10. Siemens and Customer Implementation Roles and Responsibilities

RAPIDComm Implementation Roles and Responsibilities				
TASK	POCIS	IT	TAS	LAB
CHECKMARK LEGEND: ✓ PRIMARY RESPONSIBILITY ✓ PRIMARY SUPPORT RESPONSIBILITY ✓ SECONDARY SUPPORT RESPONSIBILITY				
Project Planning and Management				
Identify IT contact and provide information to project team	✓			
Determine scope, tasks, and project timeline	✓	✓		✓
Develop and distribute project plan	✓			
Develop and distribute TAS checklist	✓			
Manage project	✓	✓	✓	✓
Formally close project	✓			✓
Pre-Installation				
Determine security model		✓		
Define group and user accounts		✓		✓
Create group and user accounts	✓	✓		
Connect systems to the hospital network (if applicable)	✓	✓		
Installation				
Install Operating System and Database software (if not installed at vendor)	✓	✓		
Install RAPIDComm and Hospital Connection Software (if not installed at vendor)	✓	✓		
Install RAPIDComm and/or Hospital Connection patches (if applicable)	✓	✓		
Log in to RAPIDComm	✓	✓		
Check Hospital Connection functionality	✓	✓	✓	
Install and test SRS software (if applicable)	✓	✓		
Install and test anti-virus software	✓	✓		
Register the software	✓	✓	✓	✓
Install and configure printers	✓	✓		✓
Workstation/Analyzer Connectivity				
Explain serial and network connectivity options	✓		✓	
Determine analyzer connectivity requirements (server or server and workstations)	✓	✓	✓	✓
Setup and test RAPIDComm workstation functionality (if applicable)	✓	✓	✓	
Connect analyzers to appropriate system(s)	✓	✓		✓
Test analyzer connectivity	✓	✓		
RAPIDComm Operational Configuration				
Determine, load, and configure operator parameters (including security)			✓	✓

RAPIDComm Implementation Roles and Responsibilities				
TASK	POCIS	IT	TAS	LAB
Determine and configure normal and critical ranges			✓	✓
Determine and configure report content and layout requirements			✓	✓
Determine and configure Sample Sites, Oxygen Devices, and Vent Modalities			✓	✓
Operational Training				
Train customer on RAPIDComm configuration and operations			✓	✓
Train customer on backup operations	✓			
Train customer on SRS operations and configuration possibilities	✓			
Train customer on LIS operations	✓			
Support and Troubleshooting				
Provide support for TAS when TAS is onsite	✓	✓		
Provide LIS configuration, testing, and troubleshooting support	✓		✓	

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MASTER PRODUCTS AGREEMENT

Legal Name: WELCH COMMUNITY HOSPITAL, INC.
Customer Name: WELCH COMMUNITY HOSPITAL
Address: 454 MCDOWELL ST
City, State, Zip: WELCH, WV 24801

Sold to Customer #: 11294

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

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

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

COMMITMENT. Customer agrees to make sufficient purchases on a periodic basis during each year of the Supplement Term to meet the minimum annual purchase commitment identified in each Supplement ("Commitment Amount"). Customer will make purchases to meet the Commitment Amount by ordering a minimum dollar amount of the Products identified on each Supplement or, if cost-per-patient-reported (CPPR) pricing is applicable, by generating a minimum number of results. Pricing is set forth in each Supplement and includes a discount based on Customer's Commitment Amount.

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

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

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

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

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

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

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

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

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

9) COMPLIANCE. At Siemens' discretion, Siemens may periodically review whether Customer has made sufficient purchases to meet the pro-rata portion of the minimum Commitment Amount associated with the period under review. If Customer's purchases for the period under review are insufficient to satisfy the minimum Commitment Amount, then such deficit will be considered a "Shortfall" to meeting the Commitment Amount. In the event of a Shortfall, Siemens, in addition to such other rights as are available by law, reserves the right to compensate for the Shortfall by taking one or more of the following actions: a) immediately implement a price increase for any and all Products for any subsequent period and/or b) invoice Customer for all or part of the Shortfall and/or c) extend the Supplement Term and/or d) terminate the Supplement pursuant to Section 10.

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

11) EQUIPMENT MAINTENANCE AND SERVICE. Siemens may be providing Service (as defined below) in conjunction with Customer's purchase of Products under a Supplement. If so, such Service (as defined below) will be identified on an Attachment A to a Supplement and the following shall apply: (a) Equipment Maintenance. Customer is responsible for performing all maintenance requirements described in

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

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

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

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

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

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

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

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

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

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

16) ENTIRE AGREEMENT; AMENDMENTS. Each Supplement (as incorporating the terms and conditions of this Agreement) sets forth th entire agreement between the parties relating to the subject matt herein and there are no understandings, agreements, o representations expressed or implied not stated herein and therein,

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including by reason of any terms or conditions of any agreement ("Group Purchasing Agreement") between Siemens and a group purchasing organization ("GPO"). Notwithstanding the foregoing, as between Customer and Siemens, Customer may still be entitled to certain benefits pursuant to the terms of a Group Purchasing Agreement between Siemens and a GPO by virtue of Customer's membership in such GPO provided Customer is an active member of the GPO and the Group Purchasing Agreement is in full force and effect. To that end, in the event of any conflict or inconsistency between the terms of any Supplement (as incorporating the terms and conditions of the Agreement) and the terms of such Group Purchasing Agreement, (a) if the conflict or inconsistency is regarding payment or financial obligation, then the terms of this Agreement shall control and (b) if the conflict or inconsistency is regarding any other term or condition (not regarding a payment or financial obligation), then the terms and conditions of the Group Purchasing Agreement shall control. Neither the Agreement nor any Supplement shall be terminated (except termination in the event of a Default or modified except by a written document signed by authorized representatives of both parties making specific reference to the Agreement or Supplement, as applicable and expressing the intention to modify or terminate. Any modifications contained or incorporated into a Supplement that in any way alter the terms of the Agreement shall be effective only with respect to that Supplement and shall be ineffective with respect to any other Supplement. Any term or condition contained in a Customer purchase order relating to Products supplied under a Supplement shall be null and void

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

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

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

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

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

Customer:

By: _____

Name (print): _____

Title: _____

Date: _____

Siemens Healthcare Diagnostics Inc.:

By: _____

Name (print): _____

Title: _____

Date: _____

Address: 115 Norwood Park South, Norwood, MA 02062

AND

By: _____

Name (print): _____

Title: _____

Date: _____

Address: 115 Norwood Park South, Norwood, MA 02062

SIEMENS Healthineers

SUPPLEMENT TO MASTER PRODUCTS AGREEMENT

Product Line: Blood Gas
Billing Option: Cost Per Test

Legal Name:	WELCH COMMUNITY HOSPITAL, INC.	Group Purchasing Organization:	PREMIER PARTNERS
Customer Name:	WELCH COMMUNITY HOSPITAL	Sold to Customer #:	11294
Address:	454 MCDOWELL ST		
City, State, Zip:	WELCH, WV 24801		

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

1) PRODUCTS. Customer agrees to purchase from Siemens on a periodic basis during each year of the Supplement Term, the Products listed on Attachment A at the prices specified on Attachment A.

2) PRODUCT INVOICING. Customer will be invoiced upon shipment of the Products.Payment is due in accordance with Section 7 of the Agreement. An early payment discount of one percent (1%) shall be provided to Customer if Customer pays an invoice in full by Electronic Data Exchange within ten (10) days of the date of such invoice.

3) COMMITMENT. The Commitment Amount is specified on Attachment A. The Commitment Amount and pricing are determined by tiers under the Group Purchasing Agreement. At Siemens' discretion, Siemens may periodically review whether Customer has made sufficient purchases to meet the pro-rata portion of the Commitment Amount associated with the period under review during the Supplement Term.

4) TERM. This Supplement is effective as of the Supplement Effective Date. The Supplement Term is 60 months beginning thirty (30) days after the Supplement Effective Date. Upon completion of the initial Supplement Term, the Supplement shall automatically renew on a month-to-month basis until either party provides the other with thirty (30) days written notice of termination. In the event that Customer and Siemens enter into a subsequent Supplement for the provision of the same Products as these herein, then this Supplement shall automatically terminate upon the Effective Date, as defined therein, of such subsequent Supplement.

5) PRICING TERMS. The pricing under this Supplement applies only to the Products that are used by Customer. The pricing and other terms stated in this Supplement supersede any previous price arrangements Customer has with Siemens or any Group Purchasing Agreements. The pricing set out on Attachment A will be firm through the date set forth in the current Group Purchasing Agreement between Siemens and the GPO identified in this Supplement and thereafter may be increased as permitted under such Group Purchasing Agreement. In the event there is no Group Purchasing Agreement in effect or Customer changes its GPO designation during the Supplement Term, pricing may be increased by no more than three percent (3%) during any calendar year. Notwithstanding the foregoing, provided Customer has purchased the Commitment Amount each year during the Supplement Term, Siemens will not increase the Products' prices for years 1 through 4 of the Supplement Term. All such increases and any other price increases permitted under the terms of this Supplement are referred to herein as "Price Increases."

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

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

8) ACCEPTANCE. Formal "Acceptance" of the Equipment shall occur at the time of delivery. Customer shall have a period from the date of installation of the Equipment to the day before the date such Equipment is used to produce a test result that may be used in connection with a patient's diagnosis (but no more than sixty (60) days) to conduct testing for adherence to Equipment specifications. Siemens shall be promptly advised if such testing shows a failure to adhere to such specifications and Siemens shall have sixty (60) days (ninety (90) days for Vista and automation Equipment) to repair the Equipment so that it meets or exceeds such specifications. In the event Siemens fails to so repair or replace the Equipment, Customer may revoke Customer's Acceptance.

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

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

CUSTOMER:

By: _____

Name (print): _____

Title: _____

Date: _____

SIEMENS HEALTHCARE DIAGNOSTICS INC.:

By: _____

Name (print): _____

Title: _____

Date: _____

Address: 115 Norwood Park South, Norwood, MA 02062

AND

By: _____

Name (print): _____

Title: _____

Date: _____

Address: 115 Norwood Park South, Norwood, MA 02062

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Attachment A
to the Supplement
to the Master Products Agreement

Quote #: 1-IUQY79-3
Approved: 02/21/2017

Legal Name:	WELCH COMMUNITY HOSPITAL, INC.	Purchasing Group:	PREMIER PARTNERS
Customer Name:	WELCH COMMUNITY HOSPITAL	Sold To Customer #:	11294
Product Line:	Blood Gas		

Total annual minimum Commitment Amount: $26,196.50

Equipment Information - Blood Gas	Part #	Onsite	Quantity	Comments
RAPIDPoint ® 500	10492730	N	2	
Helix - New Install Local (1 site)	11065144	N	1	
RapidComm IT Care Plan	11065447	N	1	
RAPIDComm Blood Gas Modality Lic	11065139	N	1	
RAPIDComm 6.0 Core License	11065134	N	1	
HP Standard Server Hardware Only	10334014	N	1	

Service	Service Level	Quantity	Start Yr	# of Yrs	Comments
Warranty Service	RAPIDPOINT 500 PLUS	2	1	2	Included
Extended Service	RAPIDPOINT 500 PLUS	2	3	3	Included

Financial Adjustments - Blood Gas

LIS Allowance:
Blood Gas - Siemens will issue Customer an LIS reagent credit up to **$7,500.00** upon receipt of the paid interface invoice.

Reagent Credit:
Blood Gas - Siemens will issue a reagent credit of **$3,500.00** for year 1.

Products: Reagents Pricing - Blood Gas

Reagent	Part #	Total Tests / Yr	Test/Kit	Total Kits/Yr	Cost/Test	Cost/Kit	Total Annual
MCART LAC 400 Test	10491448	7,200	400	18	$2.19	$876.00	$15,768.00

Products: Supplies - Blood Gas	Part #	Annual # of Kits	Cost/Kit	Total Annual
AQC CTL	10310323	18	$283.40	$5,101.20
CVM CTL	10316535	2	$94.78	$189.56
HI FLOW AIR FILTER	10322638	2	$17.91	$35.82
Paper Printer Thermal	10315772	20	$2.64	$52.80
RapidQC 1 CTL	10309925	2	$38.24	$76.48
RapidQC 2 CTL	10309926	2	$38.24	$76.48
RapidQC 3 CTL	10309927	2	$38.24	$76.48
Wash/Waste Cart 4pk	10329097	18	$267.76	$4,819.68
Total Annual Supplies				**$10,428.50**

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

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

SIEMENS Healthineers

CUSTOMER:		SIEMENS HEALTHCARE DIAGNOSTICS INC.:	
By:	_____	By:	_____
Name (print):	_____	Name (print):	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____
		Address:	115 Norwood Park South, Norwood, MA 02062
		AND	
		By:	_____
		Name (print):	_____
		Title:	_____
		Date:	_____
		Address:	115 Norwood Park South, Norwood, MA 02062

SIEMENS EQUIPMENT SALES AGREEMENT IS ATTACHED FOR REVIEW AND CONSIDERATION. THE ABSENCE OF COMMENTS BELOW DOES NOT INDICATE ACCEPTANCE BY SIEMENS. UPON AWARD, SIEMENS WILL NEGOTIATE MUTUALLY ACCEPTABLE TERMS AND CONDITIONS.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

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

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

☑ **Term Contract**

Initial Contract Term: This Contract becomes effective on award and extends for a period of one (1) year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed thirty-six (36) months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

☐ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days.

Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional _____ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed _____ months in total. Automatic renewal of this Contract is prohibited.

☐ **One Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

☐ **Other:** See attached.

4. NOTICE TO PROCEED: Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

☑ **Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

☐ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

☑ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

☐ **One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

☐ **BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

☐ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of _____. The performance bond must be received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

☐ **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.
In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under $100,000. Personal or business checks are not acceptable.

☐ **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

☑ **INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

☑ **Commercial General Liability Insurance:** In the amount of 1,000,000.00 _____ or more.

☐ **Builders Risk Insurance:** In an amount equal to 100% of the amount of the Contract.

☐

☐

☐

☐

☐

The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

☐

☐

☐

☐

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

8. WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

9. LITIGATION BOND: The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or $5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

10. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount of N/A
for N/A.
This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

11. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

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

13. PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

14. PURCHASING CARD ACCEPTANCE: The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

☐ Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

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

16. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

17. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

18. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-6.1.e.

19. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.

20. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

21. COMPLIANCE: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

22. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

23. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

24. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

25. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

26. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.

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

28. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

29. BANKRUPTCY: In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in http://www.state.wv.us/admin/purchase/privacy/default.html.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

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

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

34. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

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

37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of $1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.

38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

39. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

40. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

☑ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.

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

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

42. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars ($2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

43. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars ($50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

_____
(Name, Title)

_____
(Printed Name and Title)

_____
(Address)

_____
(Phone Number) / (Fax Number)

_____
(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

_____
(Company)

_____
(Authorized Signature) (Representative Name, Title)

_____
(Printed Name and Title of Authorized Representative)

_____
(Date)

_____
(Phone Number) (Fax Number)

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.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: SIEMENS HEALTHCARE DIAGNOSTICS

Authorized Signature: [signature] Date: 12/15/16

State of Illinois

County of Lake, to-wit:

Taken, subscribed, and sworn to before me this 15 day of December, 2016.

My Commission expires 6 May, 2019.

AFFIX SEAL HERE

OFFICIAL SEAL
STEVEN H SILVER
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:05/03/19

NOTARY PUBLIC [signature]

SOLICITATION NUMBER: CRFQ WEH1700000003
Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as CRFQ WEH1700000003 ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

[ ] Modify bid opening date and time

[ ] Modify specifications of product or service being sought

[X] Attachment of vendor questions and responses

[ ] Attachment of pre-bid sign-in sheet

[ ] Correction of error

[ ] Other

Description of Modification to Solicitation:
To provide answers to questions submitted during the question period.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.

2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

CRFQ 0506 WEH1700000003

Addendum 1 Questions and Answers

Q.1 We found out from the last bid that all the vendors were disqualified because no one met the specs of the project. Could you please give me specifics on what was missed? Pricing? What Price? Etc?

A.1 Vendor Bid 1 and Vendor Bid 2 did not meet specifications for line items 3.1.2 and 3.1.2.1-3.1.2.7 for the RAPIDComm Data Management system or equal as vendor did not provide pricing within their bid for a data management system. Vendor Bid 3 did not meet specifications for the dimensions, 3.1.1.12, 3.1.1.12.1, 3.1.1.12.2, and 3.1.1.12.4. Vendor Bid 3 did not meet specification for Reagents, 3.2.1 and 3.2.1.1 as vendor's item bid did not meet the required minimum 400 test per cartridge.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ WEH1700000003

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:
(Check the box next to each addendum received)

[X]	Addendum No. 1	[ ]	Addendum No. 6
[ ]	Addendum No. 2	[ ]	Addendum No. 7
[ ]	Addendum No. 3	[ ]	Addendum No. 8
[ ]	Addendum No. 4	[ ]	Addendum No. 9
[ ]	Addendum No. 5	[ ]	Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Siemens Healthcare Diagnostics, inc.
Company

M. Samp
Authorized Signature

December 21, 2016
Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

N/A, it is Siemens understanding no federal dollars are involved in this RFP process. In the event this bid has Federal funding, Siemens shall require the opportunity to review and respond to the funding-related terms as they apply to Siemens.

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.

N/A, it is Siemens understanding no federal dollars are involved in this RFP process. In the event this bid has Federal funding, Siemens shall require the opportunity to review and respond to the funding-related terms as they apply to Siemens.

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

N/A, it is Siemens understanding no federal dollars are involved in this RFP process. In the event this bid has Federal funding, Siemens shall require the opportunity to review and respond to the funding-related terms as they apply to Siemens.

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.

N/A, it is Siemens understanding no federal dollars are involved in this RFP process. In the event this bid has Federal funding, Siemens shall require the opportunity to review and respond to the funding-related terms as they apply to Siemens.

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.

N/A, it is Siemens understanding no federal dollars are involved in this RFP process. In the event this bid has Federal funding, Siemens shall require the opportunity to review and respond to the funding-related terms as they apply to Siemens.

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.

N/A, it is Siemens understanding no federal dollars are involved in this RFP process. In the event this bid has Federal funding, Siemens shall require the opportunity to review and respond to the funding-related terms as they apply to Siemens.

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;

N/A, it is Siemens understanding no federal dollars are involved in this RFP process. In the event this bid has Federal funding, Siemens shall require the opportunity to review and respond to the funding-related terms as they apply to Siemens.

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.

N/A, it is Siemens understanding no federal dollars are involved in this RFP process. In the event this bid has Federal funding, Siemens shall require the opportunity to review and respond to the funding-related terms as they apply to Siemens.

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.

N/A, it is Siemens understanding no federal dollars are involved in this RFP process. In the event this bid has Federal funding, Siemens shall require the opportunity to review and respond to the funding-related terms as they apply to Siemens.

(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.

N/A, it is Siemens understanding no federal dollars are involved in this RFP process. In the event this bid has Federal funding, Siemens shall require the opportunity to review and respond to the funding-related terms as they apply to Siemens.

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.

N/A, it is Siemens understanding no federal dollars are involved in this RFP process. In the event this bid has Federal funding, Siemens shall require the opportunity to review and respond to the funding-related terms as they apply to Siemens.

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.

N/A, it is Siemens understanding no federal dollars are involved in this RFP process. In the event this bid has Federal funding, Siemens shall require the opportunity to review and respond to the funding-related terms as they apply to Siemens.

(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 t**he 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.

Siemens BA Template is attached for review and consideration. The absence of comments below does not indicate acceptance by Siemens. Upon award, Siemens will negotiate a mutually acceptable BAA.

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 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 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 by e-mail or web form upon the discovery of any Breach of unsecured PHI; or within 24 hours 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/ot/ir/Default.aspx.

The Associate shall immediately investigate such Security Incident, Breach, or unauthorized use or disclosure of PHI or confidential data. Within 72 hours 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.

All associated costs 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.** 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.

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 08.26.2013

APPROVED AS TO FORM THIS 26th
DAY Of January 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.

Business Associate Addendum

This Business Associate Addendum ("BAA"), effective on _____, 20__ is entered into by Siemens Medical Solutions USA, Inc., including its affiliated entity, Siemens Healthcare Diagnostics, Inc. (individually and collectively, "Siemens" or "Business Associate"), and _____ [Insert Customer Name], _____, on behalf of itself and its subsidiaries listed on Schedule A attached hereto [only include this statement and attached Schedule A if BAA is to apply to a multi-entity customer] ("Customer" or "Covered Entity") (each a "Party" and collectively the "Parties").

1. The Parties have entered into one or more agreements (the "Underlying Agreement(s)"), which may require Business Associate to be provided with, to have access to, and/or create PHI that is subject to the federal privacy and security regulations issued pursuant to the Health Insurance Portability and Accountability Act ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act ("HITECH") of the American Recovery and Reinvestment Act of 2009 ("ARRA"), and codified at 45 CFR parts 160, 162, and 164 ("HIPAA Regulations"). This BAA shall supplement and/or amend each of the Underlying Agreement(s) only with respect to Business Associate's receipt, use and creation of PHI under the Underlying Agreement(s) to allow the Parties to comply with the HIPAA Regulations and HITECH Standards (as defined below).

2. Terms used in this BAA that are terms specifically defined in the HIPAA Regulations ("HIPAA Terms") or HITECH Standards have the same meaning ascribed to such terms in the HIPAA Regulations or HITECH Standards. The definitions below which set forth a reference to the Code of Federal Regulations are defined HIPAA Terms, and any change to the HIPAA Regulations which modifies any defined HIPAA Term, or which alters the regulatory citation for the definition, will be deemed incorporated into this BAA.

2.1 "Breach" shall mean the acquisition, access, use, or disclosure of PHI in a manner not permitted under the Privacy Rule which compromises the security or privacy of the PHI, and shall otherwise have the meaning given to the term under the Privacy Rule at 45 CFR § 164.402.

2.2 "Business Associate" means Siemens and, to the extent they are acting for Siemens, its subsidiary or parent and each subsidiary of its parent, as applicable. Where the term "business associate" appears without an initial capital letter, it has the meaning given to such term under the Privacy Rule at 45 CFR § 160.103.

2.3 "Covered Entity" means Customer. Where the term "covered entity" appears without an initial capital letter, it has the meaning given to such term under the Privacy Rule at 45 CFR § 160.103.

2.4 "Data Aggregation" has the meaning given to that term under the Privacy Rule at 45 CFR § 164.501.

2.5 "Designated Record Set" has the meaning given to that term under the Privacy Rule at 45 CFR § 164.501.

2.6 "ePHI" has the meaning given to the term "Electronic Protected Health Information" under the Privacy Rule at 45 CFR § 160.103, limited to the information created, received, maintained, or transmitted by Business Associate for or on behalf of Covered Entity.

2.7 "Health Care Operations" has the meaning given to that term under the Privacy Rule at 45 CFR § 164.501.

2.8 "HITECH Standards" means the privacy, security and security Breach notification provisions applicable to a Business Associate under Subtitle D of HITECH, and any regulations promulgated thereunder.

2.9 "Individual" has the meaning given to that term under the Privacy Rule at 45 CFR § 160.103. It also includes a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

2.10 "PHI" has the meaning given to the term "Protected Health Information" under the Privacy Rule at 45 CFR §160.103, limited to the information created, received, maintained, or transmitted by Business Associate for or on behalf of Covered Entity.

2.11 "Privacy Rule" means the Standards for Privacy of Individually Identifiable Health Information that is codified at 45 CFR parts 160 and 164, Subparts A, D and E.

2.12 "Required By Law" has the meaning given to that term under the Privacy Rule at 45 CFR § 164.103.

2.13 "Security Incident" has the meaning given to that term under the Privacy Rule at 45 CFR § 164.304.

2.14 "Security Rule" means the Standards for Security of Individually Identifiable Health Information at 45 CFR part 160 and subparts A and C of part 164.

2.15 "Subcontractor" has the meaning given to that term under the Privacy Rule at 45 CFR § 160.103.

2.16 "Unsecured PHI" means PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of technology or methodology specified by the Secretary of the United States Department of Health and Human Services (HHS) in guidance issued under section 13402(h)(2) of Pub L. 111-5 (ARRA/HITECH), and shall otherwise have the meaning given to the term under the Privacy Rule at 45 CFR § 164.402.

3. With regard to its use and/or disclosure of PHI, Business Associate agrees not to use or disclose PHI other than as permitted or required by this BAA or as Required By Law. [45 CFR § 164.504(e)(2)(ii)(A)]

4. Except as otherwise specified in this BAA, Business Associate may make any and all uses and disclosures of PHI necessary to perform its obligations or exercise its rights under the Underlying Agreement(s). Unless otherwise limited herein, Business Associate may:

(a) use the PHI in its possession for its proper management and administration and to carry out its legal responsibilities [45 CFR § 164.504(e)(4)(i)];

(b) disclose the PHI in its possession to a third party for the purpose of Business Associate's proper management and administration or to carry out the legal responsibilities of Business Associate, provided that the disclosures are Required By Law or Business Associate obtains reasonable assurances from the third party regarding the confidential handling of such PHI as required under the Privacy Rule and the third party agrees to notify Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached [45 CFR § 164.504(e)(4)(ii)];

(c) provide Data Aggregation services relating to the Health Care Operations of Covered Entity [45 CFR § 164.504(e)(2)(i)(B)]; and

(d) de-identify the PHI, and use such de-identified data, in accordance with the de-identification requirements of the Privacy Rule [45 CFR § 164.502(d)(1)]

5. Business Associate shall ensure that any Subcontractor that creates, receives, maintains or transmits PHI for or on behalf of Business Associate agrees to similar restrictions and conditions that apply through this BAA to Business Associate with respect to such PHI, in compliance with 45 CFR § 164.504(e)(5). [45 CFR § 164.504(e)(2)(ii)(D)]

6. Business Associate agrees to do the following:

(a) implement administrative, physical, and technical safeguards ("Safeguards") that reasonably and appropriately protect the confidentiality, integrity, and availability of ePHI and comply, where applicable, with the Security Rule with respect to such ePHI [45 CFR § 164.314(a)(2)(i)(A)];

Business Associate Addendum

This Business Associate Addendum ("BAA"), effective on _____, 20__ is entered into by Siemens Medical Solutions USA, Inc., including its affiliated entity, Siemens Healthcare Diagnostics, Inc. (individually and collectively, "Siemens" or "Business Associate"), and _____ [Insert Customer Name], _____, on behalf of itself and its subsidiaries listed on Schedule A attached hereto [only include this statement and attached Schedule A if BAA is to apply to a multi-entity customer] ("Customer" or "Covered Entity") (each a "Party" and collectively the "Parties").

1. The Parties have entered into one or more agreements (the "Underlying Agreement(s)"), which may require Business Associate to be provided with, to have access to, and/or create PHI that is subject to the federal privacy and security regulations issued pursuant to the Health Insurance Portability and Accountability Act ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act ("HITECH") of the American Recovery and Reinvestment Act of 2009 ("ARRA"), and codified at 45 CFR parts 160, 162, and 164 ("HIPAA Regulations"). This BAA shall supplement and/or amend each of the Underlying Agreement(s) only with respect to Business Associate's receipt, use and creation of PHI under the Underlying Agreement(s) to allow the Parties to comply with the HIPAA Regulations and HITECH Standards (as defined below).

2. Terms used in this BAA that are terms specifically defined in the HIPAA Regulations ("HIPAA Terms") or HITECH Standards have the same meaning ascribed to such terms in the HIPAA Regulations or HITECH Standards. The definitions below which set forth a reference to the Code of Federal Regulations are defined HIPAA Terms, and any change to the HIPAA Regulations which modifies any defined HIPAA Term, or which alters the regulatory citation for the definition, will be deemed incorporated into this BAA.

2.1 "Breach" shall mean the acquisition, access, use, or disclosure of PHI in a manner not permitted under the Privacy Rule which compromises the security or privacy of the PHI, and shall otherwise have the meaning given to the term under the Privacy Rule at 45 CFR § 164.402.

2.2 "Business Associate" means Siemens and, to the extent they are acting for Siemens, its subsidiary or parent and each subsidiary of its parent, as applicable. Where the term "business associate" appears without an initial capital letter, it has the meaning given to such term under the Privacy Rule at 45 CFR § 160.103.

2.3 "Covered Entity" means Customer. Where the term "covered entity" appears without an initial capital letter, it has the meaning given to such term under the Privacy Rule at 45 CFR § 160.103.

2.4 "Data Aggregation" has the meaning given to that term under the Privacy Rule at 45 CFR § 164.501.

2.5 "Designated Record Set" has the meaning given to that term under the Privacy Rule at 45 CFR § 164.501.

2.6 "ePHI" has the meaning given to the term "Electronic Protected Health Information" under the Privacy Rule at 45 CFR § 160.103, limited to the information created, received, maintained, or transmitted by Business Associate for or on behalf of Covered Entity.

2.7 "Health Care Operations" has the meaning given to that term under the Privacy Rule at 45 CFR § 164.501.

2.8 "HITECH Standards" means the privacy, security and security Breach notification provisions applicable to a Business Associate under Subtitle D of HITECH, and any regulations promulgated thereunder.

2.9 "Individual" has the meaning given to that term under the Privacy Rule at 45 CFR § 160.103. It also includes a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

2.10 "PHI" has the meaning given to the term "Protected Health Information" under the Privacy Rule at 45 CFR §160.103, limited to the information created, received, maintained, or transmitted by Business Associate for or on behalf of Covered Entity.

2.11 "Privacy Rule" means the Standards for Privacy of Individually Identifiable Health Information that is codified at 45 CFR parts 160 and 164, Subparts A, D and E.

2.12 "Required By Law" has the meaning given to that term under the Privacy Rule at 45 CFR § 164.103.

2.13 "Security Incident" has the meaning given to that term under the Privacy Rule at 45 CFR § 164.304.

2.14 "Security Rule" means the Standards for Security of Individually Identifiable Health Information at 45 CFR part 160 and subparts A and C of part 164.

2.15 "Subcontractor" has the meaning given to that term under the Privacy Rule at 45 CFR § 160.103.

2.16 "Unsecured PHI" means PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of technology or methodology specified by the Secretary of the United States Department of Health and Human Services (HHS) in guidance issued under section 13402(h)(2) of Pub L. 111-5 (ARRA/HITECH), and shall otherwise have the meaning given to the term under the Privacy Rule at 45 CFR § 164.402.

3. With regard to its use and/or disclosure of PHI, Business Associate agrees not to use or disclose PHI other than as permitted or required by this BAA or as Required By Law. [45 CFR § 164.504(e)(2)(ii)(A)]

4. Except as otherwise specified in this BAA, Business Associate may make any and all uses and disclosures of PHI necessary to perform its obligations or exercise its rights under the Underlying Agreement(s). Unless otherwise limited herein, Business Associate may:

(a) use the PHI in its possession for its proper management and administration and to carry out its legal responsibilities [45 CFR § 164.504(e)(4)(i)];

(b) disclose the PHI in its possession to a third party for the purpose of Business Associate's proper management and administration or to carry out the legal responsibilities of Business Associate, provided that the disclosures are Required By Law or Business Associate obtains reasonable assurances from the third party regarding the confidential handling of such PHI as required under the Privacy Rule and the third party agrees to notify Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached [45 CFR § 164.504(e)(4)(ii)];

(c) provide Data Aggregation services relating to the Health Care Operations of Covered Entity [45 CFR § 164.504(e)(2)(i)(B)]; and

(d) de-identify the PHI, and use such de-identified data, in accordance with the de-identification requirements of the Privacy Rule [45 CFR § 164.502(d)(1)]

5. Business Associate shall ensure that any Subcontractor that creates, receives, maintains or transmits PHI for or on behalf of Business Associate agrees to similar restrictions and conditions that apply through this BAA to Business Associate with respect to such PHI, in compliance with 45 CFR § 164.504(e)(5). [45 CFR § 164.504(e)(2)(ii)(D)]

6. Business Associate agrees to do the following:

(a) implement administrative, physical, and technical safeguards ("Safeguards") that reasonably and appropriately protect the confidentiality, integrity, and availability of ePHI and comply, where applicable, with the Security Rule with respect to such ePHI [45 CFR § 164.314(a)(2)(i)(A)];

(b) use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this BAA [45 CFR § 164.504(e)(2)(ii)(B)]; and

(c) ensure that any Subcontractor that creates, receives, maintains or transmits ePHI for or on behalf of Business Associate agrees to implement reasonable and appropriate Safeguards to protect ePHI and comply, where applicable, with the Security Rule with respect to such ePHI by entering into a contract or other arrangement in compliance with 45 CFR §§ 164.314(a)(2)(i)(B), and 164.314(a)(2)(iii).

7. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this BAA. [45 CFR §§ 164.308(a)(6)(ii) and 164.530(f)]

8. Business Associate agrees to report to Covered Entity any unauthorized use or disclosure of PHI, including Breaches of Unsecured PHI, by Business Associate or its workforce or Subcontractors, or any Security Incident related to Covered Entity's ePHI created, received, maintained, or transmitted by Business Associate or its workforce or Subcontractors, of which Business Associate becomes aware, without unreasonable delay and in accordance with the requirements under 45 CFR § 164.410. For Breaches of Unsecured PHI, the notification shall include, to the extent possible, the identification of each Individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, or disclosed during the Breach. Business Associate shall provide Covered Entity with any other available information that Covered Entity is required to include in its notification to the Individual under 45 CFR § 164.404(c). Business Associate agrees to apply appropriate sanctions against workforce members with respect to such unauthorized use or disclosure. For Security Incidents that do not result in unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system, the parties agree that this paragraph constitutes notice of such unsuccessful Security Incidents. [45 CFR §§ 164.308(a)(1)(C), 164.314(a)(2)(i)(C), 164.410 and 164.504(e)(2)(ii)(C)]

9. Upon Covered Entity's written request, Business Associate shall make available to Covered Entity PHI necessary for Covered Entity to respond to Individuals' requests for access to PHI about them, provided that the PHI in Business Associate's possession constitutes a Designated Record Set and Business Associate has been specifically engaged by Covered Entity to so maintain and service such PHI on behalf of Covered Entity. [45 CFR § 164.504(e)(2)(ii)(E)]

10. Upon Covered Entity's written request, Business Associate shall make PHI available to Covered Entity for amendment and incorporate any amendments to the PHI in accordance with Subpart E of the Privacy Rule, provided that the PHI in Business Associate's possession constitutes a Designated Record Set and Business Associate has been specifically engaged by Covered Entity to so maintain and service such PHI on behalf of Covered Entity. [45 CFR § 164.504(e)(2)(ii)(F)]

11. Upon Covered Entity's written request, Business Associate shall make available to Covered Entity the information regarding disclosures by Business Associate and its agents required for Covered Entity to provide an accounting of disclosures of PHI as required by the Privacy Rule. [45 CFR § 164.504(e)(2)(ii)(G)]

12. To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of the Privacy Rule, Business Associate shall comply with the applicable requirements of Subpart E that apply to Covered Entity in the performance of such obligation(s). [45 CFR § 164.504(e)(2)(ii)(H)]

13. Business Associate shall make its internal practices, books and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Secretary of the U.S. Department of Health and Human Services ("Secretary") for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule or the Security Rule. Unless prohibited by law, Business Associate shall notify Covered Entity regarding any information that Business Associate provides to the Secretary concurrently with providing such information to the Secretary, and, if so requested by Covered Entity in writing, shall provide Covered Entity with a duplicate copy of such information. [45 CFR § 164.504(e)(2)(ii)(I)]

14. Covered Entity shall not request, require or permit Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity except where Business Associate has contracted to provide services that permit Business Associate to use or disclose

PHI in order to engage in Data Aggregation or management and administrative activities of Business Associate. [45 CFR § 164.504(e)(2)(i)]

15. Business Associate and Covered Entity shall use and disclose only the minimum necessary PHI to accomplish the intended purpose of such use, disclosure or request. [45 CFR § 164.502(b)]

16. Prior to furnishing any PHI to Business Associate, Covered Entity shall ensure that it has obtained all necessary consents, authorizations and other permissions from the Individuals who are the subject of the PHI that may be required by the Privacy Rule or applicable state laws and/or regulations, and has otherwise complied with all privacy and security requirements applicable to Covered Entity with respect to such PHI, including but not limited to, ensuring that it has included and will continue to include information in its Notice of Privacy Practices that Covered Entity may disclose PHI to business associates.

17. Except as otherwise allowed in the Underlying Agreement(s), this BAA, HIPAA, or the HITECH Act, neither Business Associate nor Covered Entity shall directly or indirectly receive remuneration in exchange for any PHI of an Individual unless the Individual has provided a valid, HIPAA compliant authorization pursuant to and in compliance with 45 CFR § 164.508(a)(4). [45 CFR § 164.502(a)(5)(ii)(A)]

18. If Covered Entity learns of a material breach or violation of this BAA by Business Associate, Covered Entity shall provide Business Associate written notice and an opportunity for Business Associate to cure such breach or to end such violation, as applicable. The duration of that opportunity to cure shall be based on the nature of the breach or violation involved and shall be consistent with the cure period provided for in the Underlying Agreement(s). If Business Associate does not cure or cease the violation, or if a cure is not possible, Covered Entity may terminate the applicable Underlying Agreement(s) if feasible. [45 CFR § 164.504(e)(1)(ii)]

19. Upon the expiration or termination of an Underlying Agreement, Business Associate shall return to Covered Entity or destroy all PHI in Business Associate's possession, including such PHI in the possession of Business Associate's Subcontractors, as a result of that Underlying Agreement and retain no copies, if it is feasible to do so. If return or destruction is infeasible, Business Associate shall extend all protections, limitations, and restrictions contained in this BAA to Business Associate's use and/or disclosure of any retained PHI, and to limit further uses and disclosures to the purposes that make the return or destruction of the PHI infeasible. This provision shall survive the termination or expiration of this BAA and/or any Underlying Agreement. [45 CFR § 164.504(e)(2)(ii)(J)]

20. To the extent Business Associate performs any activities on behalf of Covered Entity in connection with one or more "Covered Accounts" (as the term is defined in the "Red Flags" Rule at 16 CFR § 681.2(b)(3)) of a Covered Entity, Business Associate shall reasonably cooperate, as requested by the Covered Entity, in a Covered Entity's investigations under the Red Flags Rule.

21. The Parties agree to take such action as is necessary to amend this BAA from time to time as is necessary for the Covered Entity and Business Associate to comply with the requirements of HIPAA, the Privacy or Security Rules or the HITECH Act from the American Recovery and Reinvestment Act of 2009 and its associated regulations.

22. The terms of this BAA shall prevail in the case of any conflict with the terms of any Underlying Agreement to the extent necessary to allow the Parties to comply with the HIPAA Regulations and HITECH Standards. The bracketed citations to federal regulations in several paragraphs of this BAA are for reference only and shall not be relevant in interpreting any provision of this BAA. **Notwithstanding any other provisions of this BAA, the terms of this BAA shall not alter or diminish the respective responsibilities of Business Associate and Covered Entity under HIPAA and HITECH and associated rules and regulations, as imposed by operation of law.**

23. Nothing in this BAA shall confer upon any person other than the Parties and their respective successors and assigns any rights, remedies, obligations, or liabilities whatsoever. The Parties agree that they are independent contractors and not agents of each other.

24. Except as amended by this BAA, all other terms and conditions of the Underlying Agreement(s) remain in full force and effect.

Intending to be legally bound, the Parties have executed this Business Associate Agreement through their authorized representatives signing below.

SIEMENS	**[INSERT COVERED ENTITY NAME]**
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Date:_____	Date:_____

By:_____

Name:_____

Title:_____

Date:_____

SCHEDULE A
CUSTOMER

Customer Parent:

Customer Subsidiaries Covered by this Addendum:

WV-10
Approved / Revised
12/16/15

State of West Virginia N/A, this form is not applicable to Siemens.

VENDOR PREFERENCE CERTIFICATE

Certification and application is hereby made for Preference in accordance with ***West Virginia Code***, §5A-3-37. (Does not apply to nstruction contracts). ***West Virginia Code***, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the ***West Virginia Code***. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Vendor Preference, if applicable.

1. **Application is made for 2.5% vendor preference for the reason checked:**

☐ Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or,**

☐ Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification;

☐ Bidder is a resident vendor partnership, association, or corporation with at least eighty percent of ownership interest of bidder held by another entity that meets the applicable four year residency requirement; **or,**

☐ Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or,**

2. **Application is made for 2.5% vendor preference for the reason checked:**

☐ Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or,**

3. **Application is made for 2.5% vendor preference for the reason checked:**

☐ Bidder is a nonresident vendor that employs a minimum of one hundred state residents, or a nonresident vendor which has an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia and employs a minimum of one hundred state residents, and for purposes of producing or distributing the commodities or completing the project which is the subject of the bidder's bid and continuously over the entire term of the project, on average at least seventy-five percent of the bidder's employees or the bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years and the vendor's bid; **or,**

4. **Application is made for 5% vendor preference for the reason checked:**

☐ Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or,**

5. **Application is made for 3.5% vendor preference who is a veteran for the reason checked:**

☐ Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or,**

6. **Application is made for 3.5% vendor preference who is a veteran for the reason checked:**

☐ Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

7. **Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with *West Virginia Code* §5A-3-59 and *West Virginia Code of State Rules.***

☐ Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) rescind the contract or purchase order; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: _____ **Signed:** _____

Date: _____ **Title:** _____

**Check any combination of preference consideration(s) indicated above, which you are entitled to receive.*

Siemens Healthcare Diagnostics

www.siemens.com/diagnostics

SIEMENS

Making processes simpler.

As part of the integration of the order management and delivery systems, Siemens Healthcare Diagnostics has a single Shipping & Handling Policy, which simplifies the shipping process and can potentially save you money. This policy will be fully functional as of October 1, 2011.

Free Shipping

Follow three easy steps to receive free standard shipping.

- Simply place your order electronically (through an EDI connection such as GHX or through our online Webshop)
- Meet the minimum order value requirements
- Use the standard shipping mode

For more information on the various electronic order options as well as the order value thresholds and charges related to your policy, please contact Customer Service at 1-888-588-3916.

Discounted Shipping Also Available

You can also earn a partial discount on standard shipping for satisfying one of the options above. You will receive a 50% discount for ordering electronically or meeting the minimum order size.

Standard Shipping

Refrigerated items are delivered within two days and non-refrigerated within four days. To ensure refrigerated items are delivered without degradation, orders placed on Thursday or Friday will ship the following Monday for delivery no later than Wednesday.

Questions About Your Shipment

We encourage you to review your order upon receipt. Please report any discrepancies to our Customer Service Department within 10 business days. They can be reached at 1-888-588-3916.

Products on Backorder

Product availability is provided to you when you place your order and on occasion a product may be on backorder. Once the product is available and released for shipment, the backordered item will be shipped to you for next day delivery with no shipping or handling charges.

One Shipping & Handling Process for all Siemens Healthcare Diagnostics Products...simple and cost efficient!

You can contact our customer service team with any questions at 1-888-588-3916.

Siemens Healthcare Diagnostics

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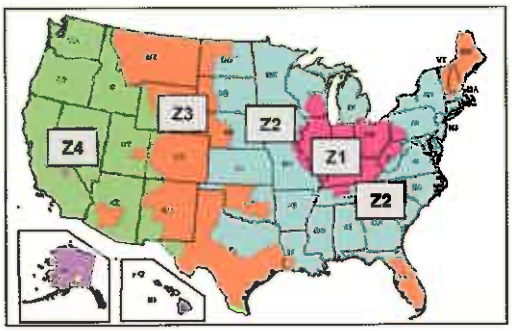
Order to Delivery Lead Times by Customer Zone

- Order to delivery lead time varies based on customer zone and the time/day the order is placed
- Standard orders placed by 12 noon in the customer's time zone are processed the same day (3:00 p.m. Eastern for customers in AK and HI). All orders placed after 12 noon are shipped the next business day
- Expedited orders placed by 2:00 p.m. in the customer's time zone are shipped the same day (5:00 p.m. Eastern for customers in AK and HI)



FedEx National Zone Listing Map Key

Red: Zone 1
Blue: Zone 2
Orange: Zone 3
Green: Zone 4

Expedited Shipping is Available. The following are the charges associated with a rush shipment depending on your delivery selection. For additional options, please contact Customer Service.

Description	$/lb	Minimum
Two day delivery	$4.50	$100
Next day delivery	$5.50	$150
Saturday delivery	$7.50	$175

Zone 1 Customers

Refrigerated and Non-Refrigerated Products
Orders placed Monday through Thursday: Products received the next business day
Orders placed Friday: Products received on Tuesday of the following week

Zone 2 Customers

Refrigerated and Non-Refrigerated Products
Orders placed Monday through Wednesday: Products received within two business days
Orders placed Thursday or Friday: Products received on Wednesday of the following week

Zone 3 and 4 Customers

Refrigerated Products
Orders placed Monday through Wednesday: Products received within two business days
Orders placed Thursday or Friday: Products received on Wednesday of the following week

Non-Refrigerated Products
Orders placed Monday through Wednesday: Products received within four business days
Orders placed Thursday or Friday: Products received on Wednesday or Thursday of the following week

DIRECT BUSINESS RETURN POLICY

Returns made due to ordering errors are subject to a re-stocking fee up to twenty-five percent (25%).

For authorization please call Siemens Customer Service.

No credit will be issued for any unauthorized returns including service parts.

Each return must include the following information:

- Customer name and address
- Siemens invoice number
- Invoice date
- Customer purchase order number
- Quantity, catalog number and description of item
- Reason for return

The customer must prepay freight charges on all returns unless the shipment was due to a manufacturer or distributor error.

Authorized returns must be packaged and labeled in accordance with all shipping regulations including those of the U.S. Department of Transportation (U.S. DOT) and the U.S. Environmental Protection Agency (U.S. EPA). Supplier will not accept any returned goods if packaging shows evidence of damaged, leaking or improper handling.

Return authorizations will only be valid for 30 days.

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Advance your critical care testing with trusted technology that's easy to use.

RAPIDPoint 500 Blood Gas Systems

Answers for life.

RAPIDPoint 500 analyzers meet your critical care testing needs using proven technology and features designed to work in point-of-care settings.

The demand for point-of-care testing is increasing. Do you have a solution that works for everyone?

Your referring physicians and their patients want answers fast, at the point of care. Answers that lead to improved clinical decision making and expedited treatment strategies. But your point-of-care testing needs don't end there. Your core lab team has concerns about accuracy, quality control (QC), and compliance of decentralized instruments. The wide variety of clinicians who use the analyzers demand that they be available, easy to operate, and maintenance-free. And your POC team expects systems that are as technically robust as they are clinically accurate. RAPIDPoint® 500 Blood Gas Systems are designed to satisfy the unique demands of testing at the point of care so that everybody wins.

An advantage for time-pressured testing

Siemens RAPIDPoint 500 Blood Gas Systems deliver accurate, laboratory-quality test results for a comprehensive menu of critical care parameters in approximately 60 seconds—pH and blood gases, electrolytes, glucose, lactate, and fully integrated CO-oximetry, including neonatal bilirubin (nBili) and total hemoglobin (tHb)—all from a single, whole-blood sample. The system also supports pH testing of pleural fluid* samples and can record ventilator settings and custom demographics to enhance clinical decision making.

Reliable technology you can trust

To give you more confidence in your results, the RAPIDPoint 500 Blood Gas System uses Siemens technology, which has been performance-proven for more than a decade.

- **Maximize uptime** with 28-day measurement cartridge containing a full complement of critical care analytes without gas tanks or reagent bottles.
- **Preserve sample integrity and improve safety** with a hands-free sample port, automated sample aspiration, self-cleaning probe, and clot-detection features.
- **Minimize risk** with cartridge-based system design, integrated planar sensors, and patented slide cell technology for CO-oximetry.
- **Ensure accuracy and simplify compliance** with automatic QC and calibration systems.

Fast and flexible point-of-care design

Count on RAPIDPoint 500 systems to be ready to use without slowing down hospital staff with complex operating procedures and maintenance tasks. RAPIDPoint 500 systems enable users to perform faster testing with greater accuracy.

- Increase efficiency with **preset custom panels for the most frequently used tests;** just scan the ID, insert sample, and touch Start.
- Optimize viewing and reduce glare with an **adjustable touch screen.**
- Ensure error-free data capture with an **integrated bar-code reader** for fast, single-handed scans of patient or operator ID.
- Improve ease of use with a **single sample port** that accepts syringe or capillary samples without adapters.
- Reduce downtime with **28-day measurement and AQC cartridges.**
- Minimize delays for STAT patient samples by interrupting **automatic QC and calibration functions.**
- Simplify training and day-to-day operation with **built-in instructional videos.**
- Upgrade software and back up results quickly and easily with **USB ports.**
- Communicate simultaneously with up to two laboratory information or data management systems over **serial and Ethernet ports.** System also supports **wireless roaming.**
- Create hard copies of patient results in just 60 seconds using the **integrated printer.**

* Available for sale only in select countries.

RAPIDPoint 500 Test Menu

- Blood Gas: pH,* pO_2, pCO_2
- Electrolytes: Na^+, K^+, Ca^{++}, Cl^-
- Metabolites: Glucose, lactate
- CO-oximetry: nBili, tHb, SO_2, O_2Hb, HHb, COHb, MetHb

* pH results also available using pleural fluid* sample

Advance your critical care testing with easy-to-use, trusted technology.

Maximize efficiency with the RAPIDComm Data Management System

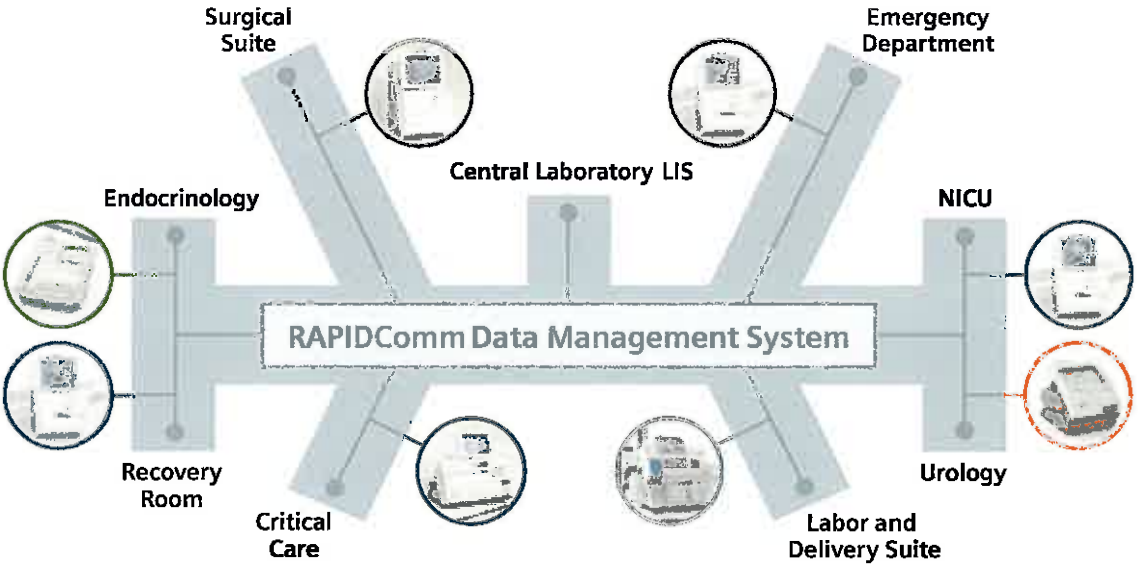
Take efficiency to the next level by seamlessly integrating your RAPIDPoint 500 analyzers with the RAPIDComm® Data Management System. Centralize management of Siemens analyzers, and up to 5000 instrument operators, to standardize testing procedures, facilitate compliance, and improve risk management.

- **Remotely configure, monitor, and control** networked POC analyzers from the comfort of your office.
- Centralize operator management to **limit instrument access** to trained and authorized users.
- **Help ensure regulatory compliance** through event monitoring and reports for calibrations, maintenance, audit trail, linearity and proficiency testing.

The technology you trust for the tests you need

Every RAPIDPoint 500 feature has been designed to save your clinicians valuable time as they make the critical decisions that directly impact patients' lives. You can count on the instrument to be available when it's needed and to perform consistently—with laboratory-quality results—when in use. And Siemens is committed to expanding the analyzer's critical-care test menu and its data management capabilities as your test requirements and information needs evolve. Experience the benefits of a critical care testing solution based on the proven technology that only Siemens can deliver.

Learn more at www.siemens.com/diagnostics.



■ Blood Gas ■ Urinalysis ■ Diabetes Care

Siemens Healthcare Diagnostics, a global leader in clinical diagnostics, provides healthcare professionals in hospital, reference, and physician office laboratories and point-of-care settings with the vital information required to accurately diagnose, treat, and monitor patients. Our innovative portfolio of performance-driven solutions and personalized customer care combine to streamline workflow, enhance operational efficiency, and support improved patient outcomes.

Product availability may vary from country to country and is subject to varying regulatory requirements. Please contact your local representative for availability.

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SIEMENS

Easy-to-use, proven technology to advance your critical care testing

RAPIDPoint 500 Blood Gas Analyzer Product Specifications

siemens.com/rp500

System Description

Point-of-care blood gas analyzer

System Menu

pH	Na+	Glucose
pCO_2	K+	CO-oximetry
pO_2	Ca++	Lactate
	Cl–	

Parameter Specifications

Analyte	Units	Reporting Range
pH	–	6.500–7.800
Pleural pH*	–	7.000–7.500
pO_2	mmHg	10.0–700.0
	kPa	1.33–93.32
pCO_2	mmHg	5.0–200.0
	kPa	0.66–26.66
Na^+	mmol/L	100.0–200.0
K^+	mmol/L	0.50–15.00
Ca^{++}	mmol/L	0.20–5.00
Cl^-	mmol/L	65.0–140.0
Glucose	mmol/L	1.1–41.6
	mg/dL	20.0–750.0
Lactate	mmol/L	0.18–30.00
	mg/dL	1.6–270.3

CO-oximetry Parameters

	Units	Reporting Range
tHb	g/dL	2.0–25.0
	g/L	20–250
	mmol/L	1.2–15.5
nBili	mg/dL	2.0–30.0
	µmol/L	34–513
sO_2	%	0–100
FO_2Hb	%	0–100
FHHb	%	0–100
FCOHb	%	0–100
FMetHb	%	0–100

Calculated Parameters

pH(T)	BO_2
pCO_2(T)	pO_2 (A-a)(T)
pO_2(T)	pO_2 (a/A)(T)
HCO_3^-act	p50
HCO_3^-std	Qsp/Qt(T)
BE(B)	Qsp/Qt(T)(est)
BE(ecf)	RI(T)
$ctCO_2$	pO_2/FiO_2
Ca^{++}(7.4)	$ctO_2(a-\bar{v})$
AnGap	$tO_2([a-\bar{v}]/a)$
sO_2	VO_2
O_2SAT(est)	DO_2
Hct	ctO_2( )
mOsm	

Input Parameters

Patient Demographics

Patient ID	Sex
Last Name	Date of Birth
First Name	

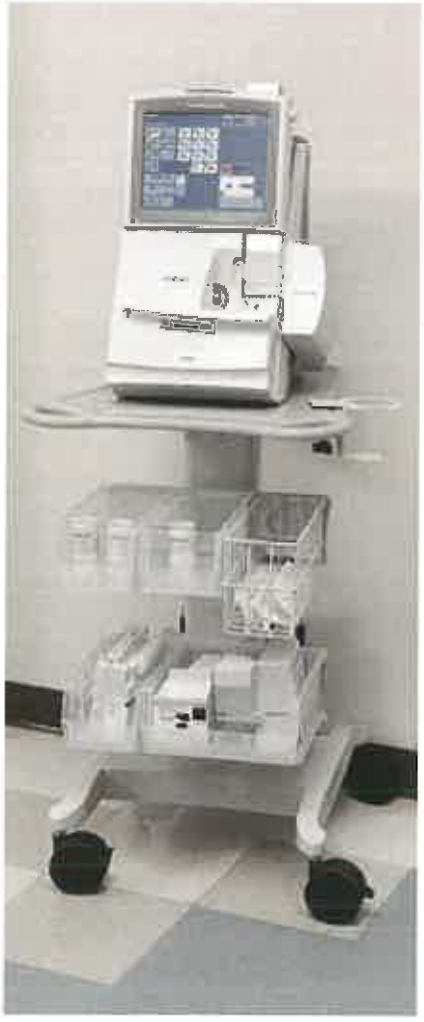
Sample Demographics

Location	Temperature
Physician ID	tHb
Draw Date	FiO_2
Draw Time	Flow
Accession No.	Resp Rate
Operator ID	pATM

Up to 10 custom demographic fields available

Ventilator Settings (optional)

Ventilator Flow
Respiratory Rate
Continuous Positive Airway Pressure
Positive End Expiratory Pressure
Peak Inspiratory Pressure
Tidal Volume
Allen Test



RAPIDPoint® 500 Blood Gas Analyzer Product Specifications

Sample Types
Heparinized whole blood, syringe and capillary, pleural fluid,* dialysate†

Sample Size (All Parameters)
Syringe: 200 µL whole blood, pleural fluid, dialysate
Capillary: 100 µL whole blood

Time to Result
Approximately 60 seconds

Measurement Cartridge
Use Life: 28 days, or maximum number of tests
Size: 100/250/400/750 tests

Calibration
1-point calibration every 30 minutes; 2-point calibration every 2 hours; full calibration every 8 hours

Quality Control
Automatic Quality Control (AQC) cartridge—three levels of independent quality-control solutions; customizable QC schedule; ampule QC

System Dimensions
Width: 30.0 cm (11.5 in.)
Depth: 42.0 cm (16.0 in.)
Height: 55.0 cm (21.5 in., display at highest position)
Weight: 16.55 kg (36.5 lb, excluding cartridges)
Touchscreen: 21.1 x 15.8 cm (8.3 x 6.2 in.)

Integrated Bar-code Scanner
1D Bar-code Symbologies: Code 128, Codabar, Code 39, Character/Digit, Interleaved 2 of 5
2D bar code for ampule QC data entry only

External Interfaces
Universal serial bus (USB)—three ports; RS232 port; 10BaseT Ethernet; bar-code scanner

Power Requirements
Rating: 150 VA
Voltage: 100–240 VAC
Freq: 48–62 Hz

Environmental Requirements
Temp: 15–30°C
Humidity: 5–85% noncondensing
Barometric Pressure: 523–800 mmHg

Safety
TUV-listed, CSA, EN/IEC 61010-1, JIS

EMC
EN 60601-1-1:2007, IEC60601-1-2 Ed. 2.1

Operating System
Microsoft Windows® XP embedded

Data Capacity
Patient Samples: 250
QC Samples: 250
Operators: 5000

Communication
Wireless
LIS
Dual-port transmission via Ethernet and serial port
RAPIDComm® Data Management System

Features and specifications are subject to manufacturer change.
*Available for sale only in select countries.
†Not available for sale in the U.S. Product availability varies by country.

Local Contact Information

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siemens.com/healthcare

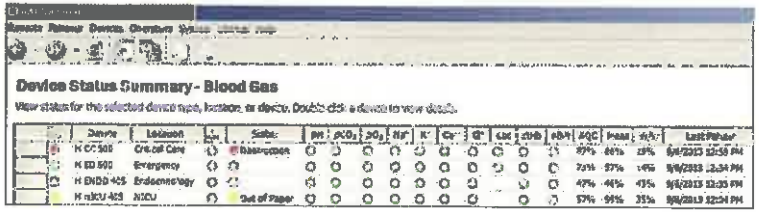
Device Management

Are all of your instruments working properly?

Ensure your POC devices are online, operational, and properly maintained with immediate oversight and control.

- Robust Connectivity
- Device Monitoring
- Maintenance Scheduling and Recording
- Remote Configuration
- Linearity Testing for Blood Gas

Whether you're managing just a few instruments in a lab or hundreds across multiple locations, the RAPIDComm solution offers robust and scalable connectivity to reliably network and monitor POC devices throughout your facility (up to 100 blood-gas, 100 diabetes, and 200 urinalysis instruments). You can set up, maintain, and oversee your instruments no matter where they are located.*



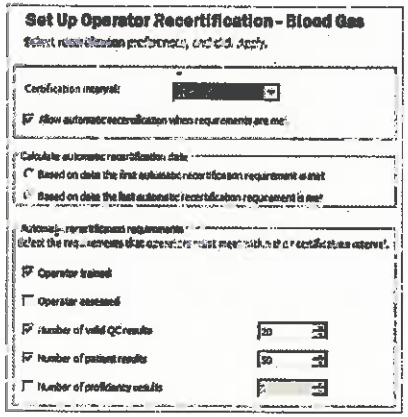
Operator Management

Are your POC devices in secure hands?

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

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

Take control of your POC devices to ensure secure access and lock out unauthorized operators. With the RAPIDComm solution, you can centrally manage the operator IDs and passwords downloaded to your instruments to prevent unauthorized access. Leverage the power of automatic recertification functionality to better manage the ongoing training, assessment, and certification of all device operators.*



Automatic certification: flexible options can be configured to accommodate your specific needs.

*The RAPIDComm Data Management System solution supports connectivity to the RAPIDLab 348, RAPIDLab 1200, RAPIDPoint 400, and RAPIDPoint 500 series blood gas analyzers, CLINITEK Status+ connecting chemistry analyzers, and DCA Vantage diabetes testing instruments.

Quality Control

Is your quality control under control?

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

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

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

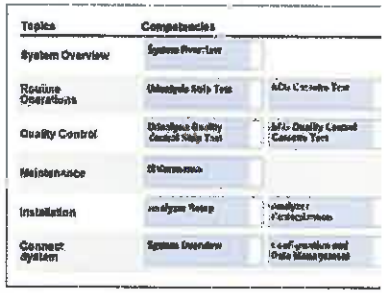
Competency Management

Wondering how to better manage training and certification?

Leverage the functionality of the RAPIDComm system in tandem with the Siemens Healthineers web-based learning-management system to efficiently manage staff training, assessment, and recertification.

- Online Competency-based Training
- Training Record Management
- Workgroup Management
- Personalized Learning Plans
- Qualification Plans and e-Quizzes
- Interface to PEP Administrator
- Proficiency Testing

You may have thousands of healthcare professionals conducting testing within your facility. Simplify training using the Siemens Healthineers Personalized Education Plan (PEP),[1] which includes a comprehensive library of materials for general laboratory, clinical applications, and even instrument-specific training. With the PEP Administrator solution, you can tailor learning plans to assign required training and create and assign qualification plans containing custom e-quizzes. And with the interface to the RAPIDComm system, you can integrate competency management directly with automatic recertification for your operators.



The Siemens Healthineers Personalized Education Plan (PEP), PEP Administrator, and other programs developed by our certified experts help decrease the time required to achieve job competency while leveraging comprehensive libraries of online training materials for your staff.

1. [illegible] patent pending.

Compliance Management

Are you ready for your next inspection?

Satisfy compliance and accreditation requirements for your POC testing program with advanced data-management capabilities.

- Accurate Reporting of Patient Results
- Nonconformity Issue Management
- POCT Personnel Compliance
- Maintenance Reporting
- Linearity Reporting
- Custom Report Designer
- Audit Trail
- Screen Customization

You have accreditation requirements and goals for your staff and your POC program. And you need to be prepared at a moment's notice to demonstrate overall compliance. The RAPIDComm system features extensive compliance-management and reporting functionality. Configure custom rules to identify noncompliant issues with patient and QC results to ensure that the appropriate action is taken and documented. Strive to go paper-free by recording electronic reviews of patient and QC results and generating electronic reports. When it's time for your next inspection, compliance reporting can be comprehensive, organized, and just a click away.

Inventory Management

Keeping on top of supplies with an ever-shrinking budget?

Manage your POC consumables more efficiently with material-usage and device-workload reports and real-time information on consumable levels for your POC instruments.

- Material-usage Reports
- Device-workload Reports
- Consumable Monitoring
- Consumable Alerts

It can be a difficult balance: making sure consumables are available for your POC instruments while keeping a keen eye on your program's budget—which may have been recently trimmed. The RAPIDComm Device-workload and Material-usage Reports can help you quickly identify supply consumption and simplify ordering and cross-charging activities. Leverage onboard inventory monitoring for blood-gas devices to help proactively ensure testing availability. Spend less time focusing on supplies and more time focusing on patient care.

Mobile Access

Want to manage your POC devices here, there, or anywhere?

Remain in control on the go with the RAPIDComm Web Application.

- Wireless Connectivity
- Web Application
- Handheld Device Support
- Web-browser Access
- Handheld Remote View and Control

You can't be everywhere all of the time, and now you don't have to be. With the RAPIDComm Web Application, you can quickly view the status of your POC instruments and troubleshoot issues—even from a handheld device. For blood-gas analyzers, you can even remotely view and control instruments, regardless of where they are located or wherever your busy day takes you.

Remotely manage your POC devices with your tablet.

Remote Monitoring

Wishing for a real-time view of your entire POC program?

Investigate and resolve issues quickly with connected devices, operators, samples, results, and compliance-related activities that require your attention.

- Configurable Dashboard
- Audible Alerts
- Remote View
- Remote Control
- Remote Commands

You always want to ensure things are running smoothly, and RAPIDComm remote monitoring capabilities can help. Check immediate status overviews of all connected devices and remotely view and control them as necessary. Help resolve instrument-related problems faster, address user or sample errors, or simply make sure that your POC testing program is running smoothly, safely, and accurately for your staff and—most importantly—their patients.

The System Alert Manager identifies issues that need your attention.

Discover how the RAPIDComm Data Management System helps streamline workflow, reduces costs, and improves patient care—regardless of the size or location of your testing program. Siemens Healthineers can help you establish and maintain an effective and efficient POC Ecosystem. To learn more about the RAPIDComm Data Management System, visit usa.siemens.com/rapidcomm.

SIEMENS

RAPIDComm®
Data Management System

Siemens Healthcare Diagnostics Inc.

Technical Requirements and Specifications
2016-06

RAPIDComm System Software Version 6.0 Technical Requirements and Specifications

Introduction

This document applies only to Version 6.0 of the RAPIDComm® Data Management System software.

Before implementing the RAPIDComm software at your site, review the following information about the RAPIDComm system software components.

RAPIDComm Server

- The RAPIDComm server computer must be a dedicated server. You may also configure the RAPIDComm server as a dedicated virtual machine instance using VMware vSphere 5.0.
- You may implement the RAPIDComm system as a standalone, single-server computer installation, supporting all application server functions, analyzer connectivity, and the RAPIDComm system user interface. RAPIDComm clients and workstations are not mandatory.
- For small installations, you can directly connect Blood Gas, Cardiac, Diabetes, and Urinalysis analyzers to the RAPIDComm server.

RAPIDComm Workstation

- You may connect RAPIDComm workstation computers to the RAPIDComm server. In addition to providing a user interface to the application, the workstation computer handles serial analyzer connectivity and performs network communications buffering for connected analyzers.
- For large installations of more than 25 blood gas analyzers, you should use RAPIDComm workstations to distribute analyzer communications. Blood gas analyzers should be limited to 25 analyzers per workstation. Large installations of CLINITEK Status® Connect and DCA Vantage® analyzers would also require additional workstations.

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15675 Rev.11, 2016-06

- You should use RAPIDComm workstations for wide area network deployments. Each remote location should have its analyzers connected to one or more RAPIDComm workstations to provide communications buffering.

RAPIDComm Client

You may connect RAPIDComm client computers to the server and use as needed to provide user access to the application.

MIscellaneous Considerations

- A dedicated uninterrupted power supply (UPS) is recommended for all RAPIDComm servers and workstations.
- You must configure all computers with RAPIDComm workstation and client software to use the same regional and language settings as the RAPIDComm system server.
- You must configure all RAPIDComm computers and connected analyzers to operate within the same time zone.
- The RAPIDComm installation checks for the installation of Microsoft .NET Framework 4.5.2 Full and SAP Crystal Reports runtime engine for .NET Framework 4 (x86 or x64). If either or both are not installed, the application will install them before installing the RAPIDComm software. These components must not be removed once installed since they are required for operation.
- You must select the installation executable corresponding to your operating system architecture (32-bit or 64-bit).

  Note If you are upgrading a 32-bit version of RAPIDComm 4.0 that has been installed on a 64-bit operating system, you should install the 64-bit version of 6.0. It will automatically turn off the "SetWow" setting that was needed for RAPIDComm version 4.0 running on a 64-bit system.

Device Connectivity

RAPIDComm supports the following devices:

Modality	Device	Latest Software Version
Blood Gas	RAPIDLab® 248	2.30
	RAPIDLab® 348	2.16
	RAPIDLab® 348EX	1.40
	RAPIDLab® 8xx	4.6A and 5.3B
	RAPIDLab® 12xx	3.2.1
	RAPIDPoint® 4xx	3.9
	RAPIDPoint® 500	2.2A
Cardiac	Stratus® CS 200[a]	2.1.0 or greater
Diabetes	DCA Vantage®	4.3.4.0
Urinalysis	CLINITEK Status®	2.6
	Connector Software	2.4

a. Not available in all countries

Recommended Hardware and Software

Minimum Hardware Requirements

The RAPIDComm software has minimum hardware requirements as described in *Table 1-1*.

Table 1-1: Minimum Hardware Requirements

System	CPU	RAM	Disk Space Requirements
Server	Recommended: Intel Xeon E5-2630 (6 core, 2.3 GHz, 12MB L3, 80W)	8 GB minimum	Software: 150 MB Database: 40 GB (This is in addition to the disk space required by the operating system and SQL Server installations.)
Workstation	Recommended: Intel Core i5-3470 (4 core, 3.20 GHz, 6 MB cache)	4 GB minimum	Software: 150 MB
Client	Recommended: Intel Pentium G645 (2 core, 2.90 GHz, 3 MB cache)	2 GB minimum	Software: 150 MB

Supported System Software Requirements for New Installations

Table 1-2 lists the server and workstation/client configurations supported by RAPIDComm 6.0 for new installations.

Table 1-2: Supported System Software Configurations - New Installations

Component	OS	Service Pack	Microsoft SQL Server	Service Pack
Server	Windows Server 2012 R2 64-bit	N/A	SQL Server 2014 (64-bit)	N/A
	Windows Server 2012 R2 64-bit	N/A	SQL Server 2012 (64-bit)	SP2
Workstation/ Client	Windows 7 Professional 64-bit	SP1	N/A	N/A
	Windows 8.1 Pro 64-bit	N/A	N/A	N/A

Table 1-3: Requirements for Web App Client

Component	Notes
Apple iPad (iOS 5.0 or newer)	
Computer Workstation (32-bit or 64-bit) with Web Browser: • Internet Explorer 10 • Google Chrome • Mozilla Firefox • Safari (on iPad)	• IIS Web Server name or IP address • Internet Explorer requires Compatibility View to be turned off. Click **Tools** > **Compatibility View Settings** > and uncheck "Display intranet sites in Compatibility View".

Supported System Software Configurations for Upgrades

Table 1-4 lists the system configurations supported by RAPIDComm 6.0 and the required minimum service packs. If you currently have a system configuration not listed below, do not proceed with the upgrade. Contact your local Siemens support provider for assistance.

Table 1-4: Supported System Software Configurations - Upgrades

Component	OS	Service Pack	Microsoft SQL Server	Service Pack
Server	Windows Server 2008 Standard Edition (32-bit)	SP2	SQL Server 2008 Workgroup Edition (32-bit)	SP4
	Windows Server 2008 Standard Edition (64-bit)	SP2	SQL Server 2008 Workgroup Edition(64-bit)	SP4
	Windows Server 2008 R2 (64-bit)	SP1	SQL Server 2008 R2	SP3
	Windows Server 2012 R2 (64-bit)	N/A	SQL Server 2012 (64-bit)	SP2
Workstation/ Client	Windows 8.1 Standard Edition (64-bit)	N/A	N/A	N/A
	Windows 7 Professional (32-bit)	SP1	N/A	N/A
	Window 7 Professional (64-bit)	SP1	N/A	N/A

Table 1-5: Requirements for Web App Client

Component	Notes
Apple iPad (iOS 5.0 or newer)	
Computer Workstation (32-bit or 64-bit) with Web Browser: • Internet Explorer 10 • Google Chrome • Mozilla Firefox • Safari (on iPad)	• IIS Web Server name or IP address • Internet Explorer requires Compatibility View to be turned off. Click **Tools** > **Compatibility View Settings** > and uncheck "Display intranet sites in Compatibility View".

RAPIDComm System Deployment

Figure 1-1 shows one possible combination of instruments and connections in a RAPIDComm system deployment. *Table 1-6* provides a key to each component.

Figure 1-1: RAPIDComm Configuration Example

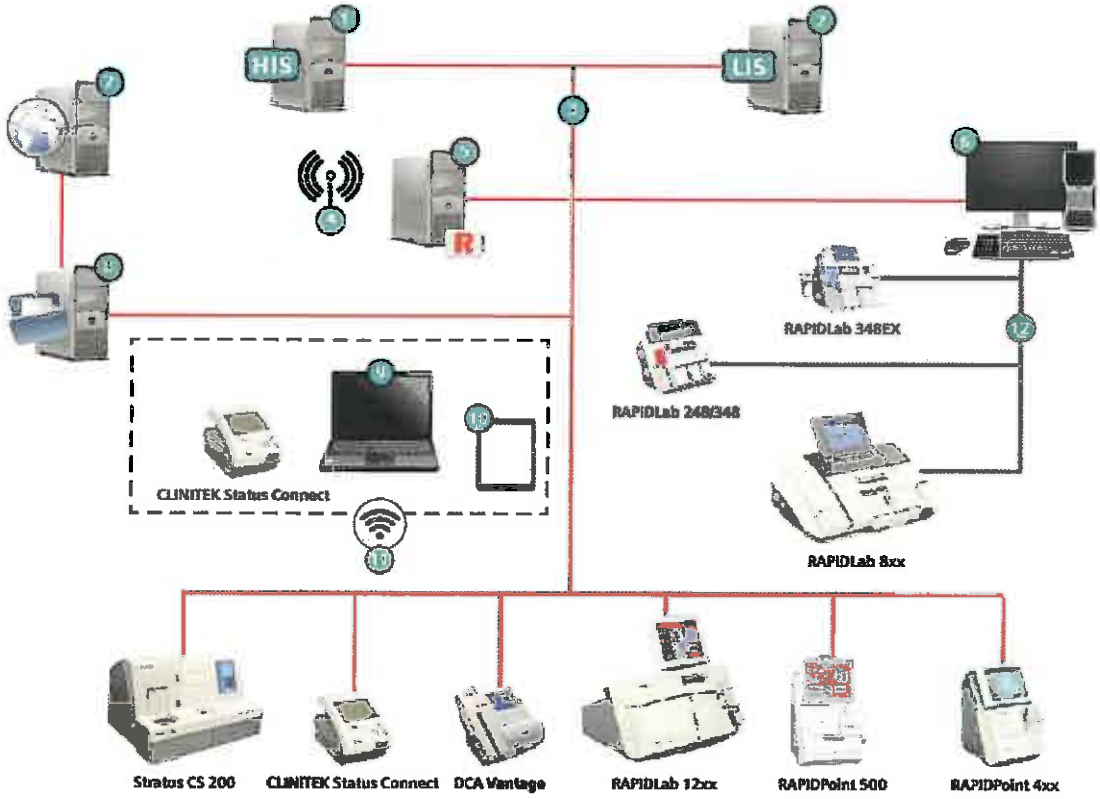

Table 1-6: RAPIDComm Configuration Components

Hardware Components	
1	Hospital Information System (HIS) Running HL7
2	Laboratory Information System (LIS) Running HL7
5	RAPIDComm Server • Physical or Virtual Server • Remote or local database
6	Workstation
7	PEP-Admin Website

8	Hospital E-Mail System
9	Client
10	Tablet (Web App)
Connectivity	
3	Network Connectivity
4	Hospital Wireless Access Point
11	Wireless Connectivity (___)
12	Serial Connectivity (___)

RAPIDComm Security, Users, and Groups

Domains vs. Local Security

RAPIDComm Data Management System security is integrated with Windows user and group security management. The RAPIDComm system will operate in domain or local security environments.

In a domain environment, the security of each RAPIDComm system is determined by the configuration in Active Directory. Your IT department should set up user accounts as domain accounts and configure them as Global Security groups. Domain local groups are not supported.

In workgroup environments, security is managed locally and you must configure RAPIDComm users and groups on each PC in the RAPIDComm workgroup.

You should use local groups with systems that do not belong to a domain. In a workgroup setting, authentication takes place on each PC. Make sure the accounts are identical on each system.

Users and User Groups

You configure RAPIDComm Data Management System users and user groups in the Windows operating system. Some users and groups are required before application installation and configuration can be started.

Note The account used for starting RAPIDComm system services must have access to the Active Directory system in order to validate Active Directory users.

During installation, the RAPIDComm system prompts the installer to select the user group that the customer designates as the "RAPIDComm Administrator" group. The RAPIDComm administrator group can access all functions in the application. The system administrator must create this user group before installing the RAPIDComm system. The group must contain at least one user with the necessary privileges to install and customize the RAPIDComm system.

User Groups and Role Assignments

The RAPIDComm system administrator assigns roles to RAPIDComm system user groups. *Table 1-7* provides recommendations for Windows user group naming conventions and the roles that would be assigned to each group.

Table 1-7: Recommended User Groups and Role Assignments

Windows User Group	RAPIDComm Data Management System Role Assignments
RAPIDComm Admin	Application Administrator, Device Administrator, Device Data Editor, Device Manager, Device Operator, External Systems Manager, Operator Manager, Patient Data Editor, Patient Data Manager, Patient Sample Reporter, Remote Device Operator, Report Designer, Web User[a]
RAPIDComm Key Operator	Device Data Editor, Device Operator, Patient Data Editor, Patient Sample Reporter, Report Designer, Web User[a]
RAPIDComm Routine Operator	Device Operator, Patient Sample Reporter
RAPIDComm Technical Support	Application Administrator, Device Administrator, Device Data Editor, Device Manager, Device Operator, External Systems Manager, Operator Manager, Patient Data Editor, Patient Data Manager, Patient Sample Reporter, Remote Device Operator, Report Designer, Restricted Access, Web User[a]

a. Web User should be assigned to any RAPIDComm group using the RAPIDComm Web application.

Service Accounts

The RAPIDComm system requires a dedicated service account to control the following services:

- RAPIDComm Business Services Server
- RAPIDComm Communication Services Server
- RAPIDComm Hospital Connection Services Server
- RAPIDComm Backup Services Server

The account designated to run the services should be reserved for system use. If you change the service account password, you must update the password information for these four services.

Miscellaneous Security Requirements

Firewall Modifications

If local server or workstation computers are using a firewall, you must open ports to allow server access. Any ports configured for Hospital Connections must also be open for access.

Note This does not apply to servers or workstations that are within the enterprise firewall. It applies only to local systems using a firewall.

Table 1-8 lists the ports that must be open for server and device access.

Table 1-8: Ports Configured for Server and Device Access

Connection	Ports Open for Access
RAPIDComm Server/Workstation	8890, 8895
Blood Gas devices	3001
CLINITEK Status Connect	6002 (default)
DCA Vantage	7002 (default)
Stratus CS 200	9002 (default)
Remote Device Link (within RAPIDComm)	5900
Device Link (available through Internet Explorer when using the Web App)	5443
Secure Connection (when using SRS, Web App)	443

RAPIDComm Hospital Connection Interface

The RAPIDComm system connects to an LIS or HIS. The Hospital Connection Interface:

- Uses the HL7 v2.3 or v2.4 protocol via a network TCP/IP Ethernet connection.
- Supports multiple ADT (Admissions, Discharges, and Transfers), Orders and Result connections. It also supports one Patient Query connection.

Refer to the *RAPIDComm Hospital Connection Interface Manual* for more information.

Trademark Information

Local Contact Information

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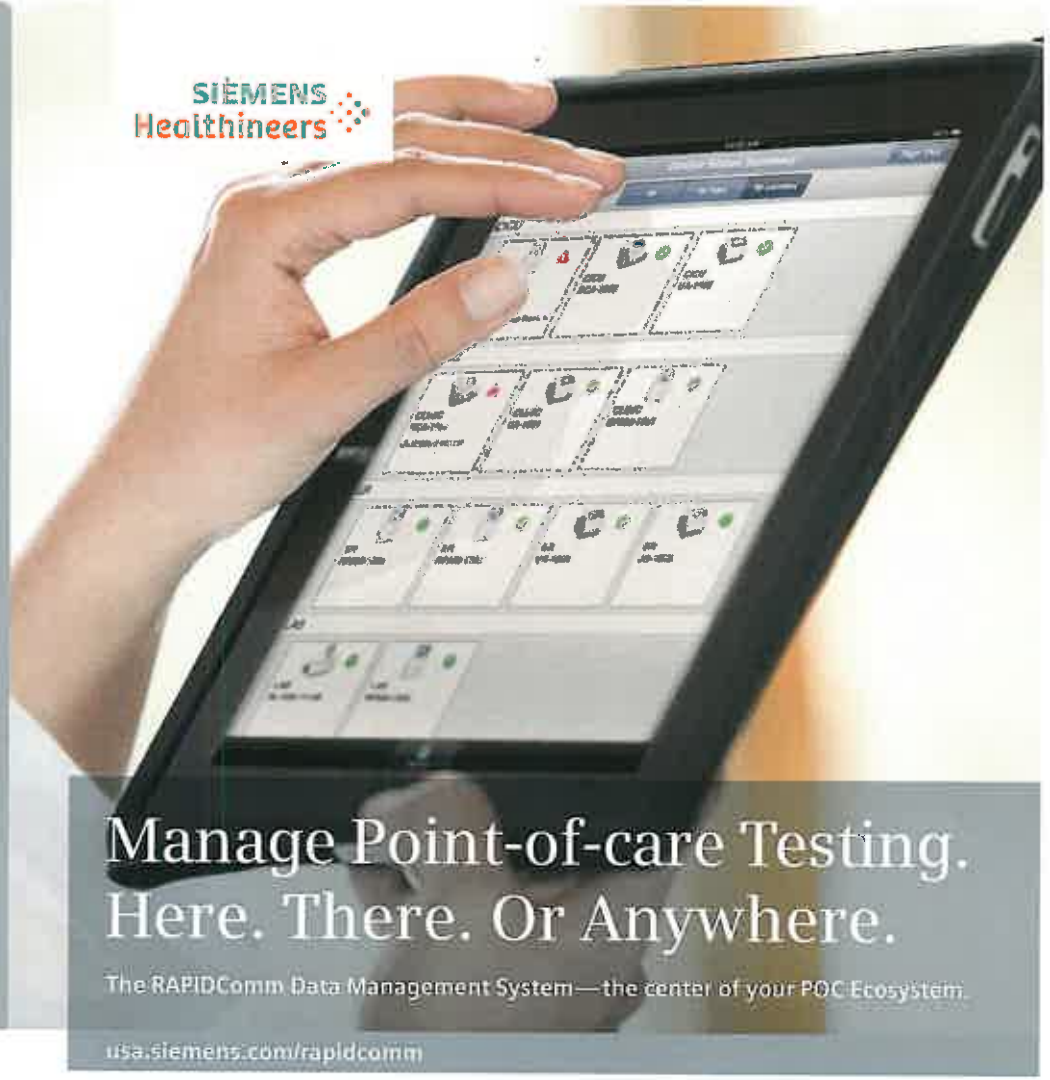

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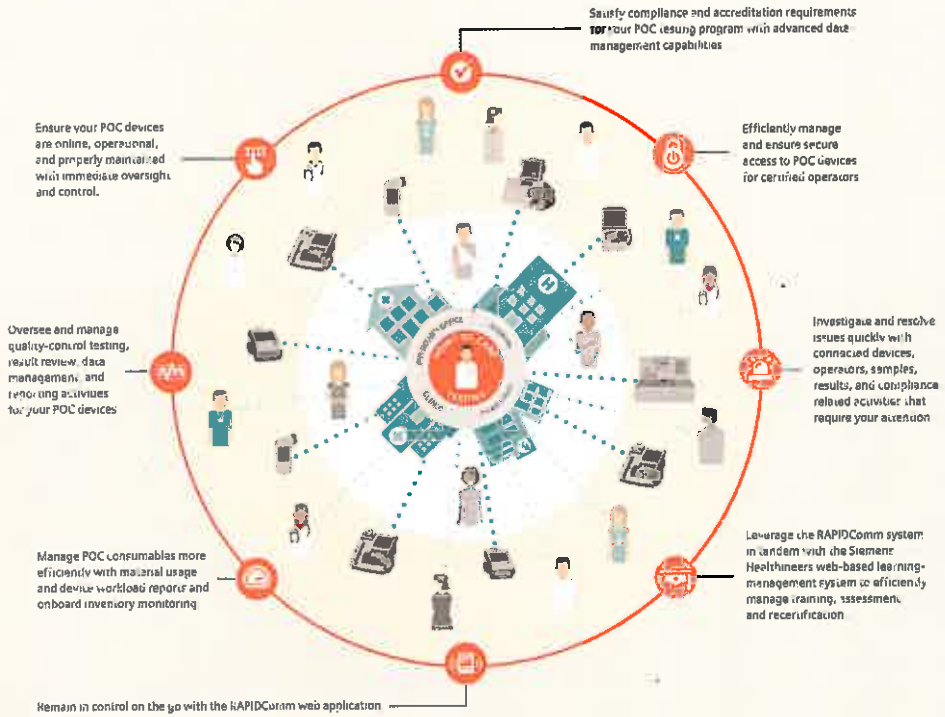

Establish and maintain a healthy Point of Care Ecosystem.

It's about delivering optimal patient care—wherever diagnostic testing is performed—to help maximize efficiency, improve clinical workflows, satisfy compliance requirements, and reduce costs. Achieving these goals means overcoming numerous challenges involved with point-of-care (POC) testing. At Siemens Healthineers, our goal is to help you establish and maintain a healthy POC Ecosystem™ environment—not simply through products, but by implementing integrated solutions.

The RAPIDComm Data Management System: Helping you overcome the challenges of POC testing

"RAPIDComm has been critical in helping us overcome and manage the challenges of POC testing in my institution and has helped us improve the care we provide to our patients."

How do you keep hundreds of POC devices up and running while managing training and certification and enabling secure access for thousands of operators? How do you enforce quality control and ensure that compliance and accreditation requirements are being satisfied?

The RAPIDComm™ Data Management System helps address these POC testing challenges head-on. It enables centralized management of your POC program—all through a single and customizable interface. It's a key enabler for establishing a healthy POC Ecosystem to help deliver optimal patient care, ensure compliance, and maximize efficiency—wherever POC data originates.