

AGREEMENT

THIS AGREEMENT ("Agreement") is made as of this _____ day of _____, 202__ ("Effective Date"), by and between Pinellas County, a political subdivision of the State of Florida ("County"), and "Philips Healthcare, a division of Philips North America LLC ("Contractor" or "Philips) (individually, "Party," collectively, "Parties").

WITNESSETH:

WHEREAS, the County requested proposals pursuant to 21-0422-P(JJ) ("RFP") for Electro-Cardiograph (EKG) Monitor / Defibrillators and Services; and

WHEREAS, based upon the County's assessment of Contractor's proposal, the County selected the Contractor to provide the Services as defined herein; and

WHEREAS, Contractor represents that it has the experience and expertise to perform the Services as set forth in this Agreement.

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants, agreements, terms, and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree as follows:

1. Definitions

- A. **"Agreement"** means this Agreement, including all Exhibits, Attachments,
- B. **"County Confidential Information"** means any County information deemed confidential and/or exempt from Section 119.07, Florida Statutes, and Section 24(a), Article 1 of the Florida Constitution, or other applicable law, including, but not limited to, data or any other information designated in writing by the County as County Confidential Information.
- C. **"Contractor Confidential Information"** means any Contractor information that is designated as confidential and/or exempt by Florida's public records law, including information that constitutes a trade secret pursuant to Chapter 688, Florida Statutes, and is designated in this Agreement or in writing as a trade secret by Contractor (unless otherwise determined to be a public record by applicable Florida law). Notwithstanding the foregoing, Contractor Confidential Information does not include information that: (i) becomes public other than as a result of a disclosure by the County in breach of the Agreement; (ii) becomes available to the County on a non-confidential basis from a source other than Contractor, which is not prohibited from disclosing such information by obligation to Contractor; (iii) is known by the County prior to its receipt from Contractor without any obligation or confidentiality with respect thereto; or (iv) is developed by the County independently of any disclosures made by Contractor.
- D. **"Contractor Personnel"** means all employees of Contractor including, but not limited to temporary and/or leased employees, who are providing the Services at any time during the project term.

- E. **“Services”** means the work, duties, and obligations to be carried out and performed safely by Contractor under this Agreement, as described throughout this Agreement, and as specifically described in Exhibit A (“Statement of Work”) attached hereto and incorporated herein by reference. As used in this Agreement, Services shall include any component task, subtask, service, or function inherent, necessary, or a customary part of the Services, but not specifically described in this Agreement, and shall include the provision of all standard day-to-day administrative, overhead, and internal expenses, including costs of bonds and insurance as required herein, labor, materials, equipment, safety equipment, products, office supplies, consumables, tools, postage, computer hardware/software, telephone charges, copier usage, fax charges, travel, lodging, and per diem and all other costs required to perform Services except as otherwise specifically provided in this Agreement.

2. Services.

- A. The County retains Contractor, and Contractor agrees to provide the Services. All Services shall be performed to the satisfaction of the County and shall be subject to the provisions and terms contained herein and the Exhibits attached hereto.
- B. Contractor shall extend the Agreement equipment pricing to the Pinellas County Ambulance Contractor for the term of the Agreement.
- C. **Services Requiring Prior Approval.** Contractor shall not commence work on any Services requiring prior written authorization in the Statement of Work without approval from Emergency Medical Services (EMS) & Fire Administration Director or Designee.
- D. **Additional Services.** From the Effective Date and for the duration of the project, the County may elect to have Contractor perform Services that are not specifically described in the Statement of Work attached hereto but are related to the Services (“Additional Services”), in which event Contractor shall perform such Additional Services for the compensation specified in the Statement of Work attached hereto. Contractor shall commence performing the applicable Additional Services promptly upon receipt of written approval as provided herein.
- E. **De-scoping of Services.** The County reserves the right, in its sole discretion, to de-scope Services upon written notification to the Contractor by the County. Upon issuance and receipt of the notification, the Contractor and the County shall enter into a written amendment reducing the appropriate Services Fee for the impacted Services by a sum equal to the amount associated with the de-scoped Services as defined in the payment schedule in this Agreement, if applicable, or as determined by mutual written consent of both Parties based upon the scope of work performed prior to issuance of notification.
- F. **Independent Contractor Status and Compliance with the Immigration Reform and Control Act.** Contractor is and shall remain an independent contractor and is neither agent, employee, partner, nor joint venturer of County. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 U.S.C. 1324, et seq, and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach of the Agreement.
- G. **Non-Exclusive Services.** This is a non-exclusive Agreement. During the term of this Agreement, and any extensions thereof, the County reserves the right to contract for another provider for similar services as it determines necessary in its sole discretion.
- H. **Project Monitoring.** During the term of the Agreement, Contractor shall cooperate with the County, either directly or through its representatives, in monitoring Contractor’s progress and performance of this Agreement.

3. Term of Agreement

- A. Initial Term. The term of this Agreement shall commence on the Effective Date; and shall remain in full force and for five (5) years, or until termination of the Agreement, whichever occurs first.
- B. Term Extension. The contract may be extended subject to written notice of agreement from the County and the successful bidder(s) for two(2) additional three (3) year periods beyond the primary contract period. Term extensions will allow for price adjustments (Decrease/Increase) in an amount not to exceed the average of the Consumer Price Index (CPI) or three (3)%, whichever is less, for all Urban Consumers, Series Id: CUUR0000SA0, Not Seasonally Adjusted, Area: U.S. city average, Item: All items, Base Period: 1982-84=100 for the twelve months prior to extension. The extension shall be exercised only if all terms and conditions remain the same and the County Administrator or Director of Purchasing grants approval.

It is the vendor's responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the first day of any exercised extension period, the vendor's request for adjustment should be submitted at time of the extension request from the County. The vendor adjustment request should not be in excess of the relevant pricing index change. If no adjustment request is received from the vendor, the County will assume the vendor has agreed that the extension term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new extension period may not be considered.

4. Compensation and Method of Payment.

- A. The County agrees to pay the Contractor a not-to-exceed sum of \$6,534,848.50, County shall pay Contractor upon Contractor's completion of, and County's acceptance of, the services required herein, as specified Exhibit A.
- B. Acceptance is defined as receipt of the EKG Monitoring Equipment. Each unit is a stand-alone device that does not require installment payments or special system setup to be functional.
- C. Payment shall be: (1) due 45 days after acceptance; and (2) made, in arrears, in accordance with Fla. Stat. § 218.70, et. seq., the Local Government Prompt Payment Act.
- D. The County shall have no obligation to pay any amount to Philips in excess of the price shown on Exhibit A for Services performed pursuant to this Agreement, except in the case specific written customer requested services confirmed by County's written purchase order or intentional product misuse or mishandling that gives rise to unnecessary or extensive damages that could have been reasonably anticipated and guarded against.
- E. The Parties agree any increase this sum will be by mutual written amendment. It is acknowledged and agreed by Philips that this compensation constitutes a limitation upon County's obligation to compensate Philips for the Services required by this Agreement but does not constitute a limitation upon Philip's obligation to perform all the Services required by this Agreement.

5. Personnel.

- A. The Contractor and Subcontractor must register with and use the E-verify system in accordance with Florida Statute 448.095. A Contractor and Subcontractor may not enter into a contract with the County unless each party registers with and uses the E-verify system.

If a Contractor enters a contract with a Subcontractor, the Subcontractor must provide the Contractor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized aliens. The Contractor must maintain a copy of the affidavit for the duration of the contract.

If the County, Contractor, or Subcontract has a good faith belief that a person or entity with which it is contracting has knowingly violated Florida Statute 448.09(1) shall immediately terminate the contract with the person or entity.

If the County has a good faith belief that a Subcontractor knowingly violated this provision, but the Contractor otherwise complied with this provision, the County will notify the Contractor and order that the Contractor immediately terminate the contract with the Subcontractor.

A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged to Section 448.095(2)(d), Florida Statute. Contractor acknowledges upon termination of this agreement by the County for violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor acknowledges that Contractor is liable for any additional costs incurred by the County as a result of termination of any contract for a violation of this section.

Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in this section, requiring the subcontracts to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any Subcontractor or Lower Tier Subcontractor with the clause set forth in this section.

- B. Qualified Personnel. Contractor agrees that each person performing Services in connection with this Agreement shall have the qualifications and shall fulfill the requirements set forth in this Agreement.

6. Termination

- A. Pinellas County reserves the right to terminate this contract without cause by giving thirty (30) days prior notice to the contractor in writing of the intention to terminate or with cause if at any time the contractor fails to fulfill or abide by any of the terms or conditions specified.
- B. Failure of the contractor to comply with any of the provisions of this contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of Pinellas County.
- C. In addition to all other legal remedies available to Pinellas County, Pinellas County reserves the right to terminate and obtain from another source, any items/services which have not been delivered within the period of time stated in proposal, or if no such time is stated, within a reasonable period of time from the date of order as determined by Pinellas County.

7. Confidential Information and Public Records.

A. Each party shall maintain as confidential any information furnished or disclosed to one party by the other party, whether disclosed in writing or disclosed orally, relating to the business of the disclosing party, its customers, employees, and/or its patients, and the quotation and its terms, including the pricing terms under which the County has agreed to purchase the products. Each party shall use the same degree of care to protect the confidentiality of the disclosed information as that party uses to protect the confidentiality of its own information, but in no event less than a reasonable amount of care. Each party shall disclose such confidential information only to its employees having a need to know such information to perform the transactions contemplated by the quotation. The disclosing party maintains exclusive ownership of the confidential information which it discloses to the receiving party, and a receiving party shall be responsible for the breach of these confidentiality terms by any of its representatives or other person to whom it may disclose the confidential information. The obligation to maintain the confidentiality of such information shall not extend to information that (a) is or becomes generally available to the public without violation of these Terms and Conditions of Sale or any other obligation of confidentiality or (b) is lawfully obtained by the receiving Party from a third party without any breach of confidentiality or violation of law.

Notwithstanding the foregoing, in the event that the receiving party is required by law to disclose any confidential information to a court, government department/ agency or regulatory body, the receiving party may so disclose, provided that it shall, to the extent permitted by applicable law, first inform the disclosing party of the request or requirement for disclosure to allow an opportunity for the disclosing party to apply for an order to prohibit or restrict such disclosure. Contractor acknowledges that the County is subject to public records legislation, including but not limited to Chapter 119, Florida Statutes, and the Florida Rules of Judicial Administration, and that any of the County's obligations under this Section may be superseded by its obligations under any requirements of said laws.

B. Public Records. Contractor acknowledges that information and data it manages as part of the services may be public records in accordance with Chapter 119, Florida Statutes and Pinellas County public records policies. Contractor agrees that prior to providing services it will implement policies and procedures to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and County policies, including but not limited to the Section 119.0701, Florida Statutes. Notwithstanding any other provision of this Agreement relating to compensation, the Contractor agrees to charge the County, and/or any third parties requesting public records only such fees allowed by Section 119.07, Florida Statutes, and County policy for locating and producing public records during the term of this Agreement.

8. Audit

Contractor shall retain all records relating to this Agreement for a period of at least five (5) years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, County reserves the right to examine and/or audit such record records pursuant to Pinellas County Code , Section 2-156 through 2-187).

9. Compliance with Laws.

Contractor shall comply with all applicable federal, state, county and local laws, ordinances, rules and regulations in the performance of its obligations under this Agreement, including the procurement of permits and certificates where required, and including but not limited to laws related to Workers Compensation, Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Minority Business Enterprise (MBE), occupational safety and health and the environment, equal employment opportunity, privacy of medical records and information, as applicable. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

10. Public Entities Crimes

Contractor is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, as well as Florida Statute 287.135 regarding Scrutinized Companies, and represents to County that Contractor is qualified to transact business with public entities in Florida, and to enter into and fully perform this Agreement subject to the provisions state therein. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

11. Liability and Insurance.

A. Insurance. Contractor shall comply with the insurance requirements set out in Exhibit B, attached hereto, and incorporated herein by reference.

B. Indemnification. Contractor agrees to indemnify, defend, and hold harmless the County, its officers, employees and agents from all third party damages, suits, actions or claims, including reasonable attorney's fees incurred by the County, brought on account of any personal injuries (as used herein "personal injuries" refers to bodily injuries as well as other types of injuries or damages categorized as personal injuries in insurance or other trade usage) or damages to tangible property (up to the cost to repair or replace such damaged property) to the extent caused by the negligent acts or omissions or misconduct of Contractor. If a complaint alleges facts that would support a claim of negligence against Contractor, then Contractor will defend such claim to the extent Contractor's claimed negligence, even if the allegations are subsequently determined to have no merit or Contract ultimately is not obligated to indemnify County. However, Contractor's obligation to defend will terminate when the allegations are determined by final order in the proceeding, settlement, or agreement (which agreement will not be unreasonably withheld) of the County either to have no merit or that Contractor is not obligated to indemnify the County. Contractor agrees to indemnify the County and hold it harmless from and against all claims, liability, loss, damage, or expense, including reasonable counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, with respect to the goods or any part thereof covered by this Agreement, provided County (i) provides Contractor prompt written notice of the claim; (i) grants Contractor full and complete information and assistance necessary for Contractor to defend, settle, or avoid the claim; and (iii) gives Contractor sole control of the defense or settlement of the claim.

In the event; (a) Contractor's product is found to or believed by Contractor to infringe such a claim; or (b) County has been enjoined from using the Contractor's product pursuant to an injunction issued by a court of competent jurisdiction, Contractor may, at its sole option: (i) procure the right for the County to use the product; (ii) replace or modify the product to avoid infringement; or (iii) refund to County a portion of the product purchase price upon the return of the original product. Such obligation shall survive acceptance of the goods and payment thereof by the County.

Contractor's liability for claims, other than personal injury or property damage, is capped at \$5,000,000.

Contractor shall have no obligation for any claim of infringement arising from: Contractor's compliance with County's designs, specifications, or instructions; Contractor's use of technical information or technology supplied by County; modifications to the product, which are not permissible hereunder; use of the product other than in accordance with the product specifications or applicable written instructions; use of the product, with any other product not sold by Contractor to County and the product in and of itself is not infringing; if claims of infringement would have been avoided by the use of a current unaltered release of the product, provided that, Contractor makes such unaltered release available to County at no additional charge; or use of the product after Contractor has advised County, in writing, to stop use of the product in view of the claimed infringement (provided that this shall not be a replacement for the remedies set forth above). The terms in this section state Contractor's entire obligation and liability for claims of infringement and County's sole remedy in the event of a claim of infringement.

C. **Liability.** Neither the County nor Contractor shall make any express or implied agreements, guaranties, or representations, or incur any debt, in the name of or on behalf of the other Party. Neither the County nor Contractor shall be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized hereunder. The County shall have no liability or obligation for any damages to any person or property directly or indirectly arising out of the operation by Contractor of its business, whether caused by Contractor's negligence or willful action or failure to act.

12. Contractor's Taxes. The County will have no liability for any sales, service, value added, use, excise, gross receipts, property, workers' compensation, unemployment compensation, withholding or other taxes, whether levied upon Contractor or Contractor's assets, or upon the County in connection with Services performed or business conducted by Contractor. Payment of all such taxes and liabilities shall be the responsibility of Contractor.

13. County's Funding. The Agreement is not a general obligation of the County. It is understood that neither this Agreement nor any representation by any County employee or officer creates any obligation to appropriate or make monies available for the purpose of the Agreement beyond the fiscal year in which this Agreement is executed. No liability shall be incurred by the County, or any department, beyond the monies budgeted and available for this purpose. If funds are not appropriated by the County for any or all of this Agreement, the County shall not be obligated to pay any sums provided pursuant to this Agreement beyond the portion for which funds are appropriated. The County agrees to promptly notify Contractor in writing of such failure of appropriation, and upon receipt of such notice, this Agreement, and all rights and obligations contained herein, shall terminate without liability or penalty to the County.

14. Subcontracting/Assignment.

Subcontracting. Contractor is fully responsible for completion of the Services required by this Agreement and for completion of all work, as provided herein. Contractor shall not subcontract any work under this Agreement.

Assignment.

This Agreement, and all rights or obligations hereunder, shall not be assigned, transferred, or delegated in whole or in part, including by acquisition of assets, merger, consolidation, dissolution, operation of law, change in effective control of the Contractor, or any other assignment, transfer, or delegation of rights or obligations, without the prior written consent of the County. The Contractor shall provide written notice to the County within fifteen (15) calendar days of any action or occurrence assigning the Agreement or any rights or obligations hereunder as described in this section. In the event the County does not consent to the assignment, as determined in its sole discretion, the purported assignment in violation of this section shall be null and void, and the County may elect to terminate this Agreement by providing written notice of its election to terminate pursuant to this provision upon fifteen (15) day's notice to Contractor.

15. Notices.

All notices, authorizations, and requests in connection with this Agreement shall be deemed given on the day they are: (1) deposited in the U.S. mail, postage prepaid, certified, or registered, return receipt requested; or (2) sent by air express courier (e.g., Federal Express, Airborne, etc.), charges prepaid, return receipt requested; or (iii) sent via email and addressed as set forth below, which designated person(s) may be amended by either Party by giving written notice to the other Party:

For County:

Attn:

Director - SES - EMS & Fire Administration

12490 Ulmerton Road Suite 134

Largo, Florida 33774

For Contractor:

Attn:

Philips North America LLC

414 Union Street

Nashville, TN 37219

with a copy to:

Purchasing Director

Pinellas County Purchasing Department 400 South Fort Harrison Avenue Clearwater, FL 33756

16. Conflict of Interest.

The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the Services required hereunder, and that no person having any such interest shall be employed by Contractor during the agreement term and any extensions.

The Contractor shall promptly notify the County in writing of any business association, interest, or other circumstance which constitutes a conflict of interest as provided herein. If the Contractor is in doubt as to whether a prospective business association, interest, or other circumstance constitutes a conflict of interest, the Contractor may identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion as to whether the business association, interest or circumstance constitutes a conflict of interest if entered into by the Contractor. The County agrees to notify the Contractor of its opinion within (10) calendar days of receipt of notification by the Contractor, which shall be binding on the Contractor.

17. Right to Ownership. All work created, originated and/or prepared by Contractor in performing Services pursuant to the Agreement, including the right to use any software/support systems (i.e. Hospital notification system for heart attack patients, integration with our medical records system) and other documentation or improvements related thereto, to the extent that such work, products, documentation, materials or information are described in or required by the Services (collectively, the "Work Product") shall be County's property when completed and accepted, if acceptance is required in this Agreement, and the County has made payment of the sums due therefore. The ideas, concepts, know-how or techniques developed during the course of this Agreement by the Contractor or jointly by Contractor and the County may be used by the County without obligation of notice or accounting to the Contractor. Any data, information or other materials furnished by the County for use by Contractor under this Agreement shall remain the sole property of the County.

18. Amendment This Agreement may be amended by mutual written agreement of the Parties hereto.

19. Severability. The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the Agreement impossible to perform.

20. Applicable Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida (without regard to principles of conflicts of laws). The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal (if permitted by law and a Party elects to file an action in federal court) courts located in or for Pinellas County, Florida. This choice of venue is intended by the Parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the Parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this section. Each Party waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this section.

21. Waiver. No waiver by either Party of any breach or violation of any covenant, term, condition, or provision of this Agreement or of the provisions of any ordinance or law, shall be construed to waive any other term, covenant, condition, provisions, ordinance, or law, or of any subsequent breach or violation of the same.

22. Due Authority. Each Party to this Agreement represents and warrants that: (i) it has the full right and authority and has obtained all necessary approvals to enter into this Agreement; (ii) each person executing this Agreement on behalf of the Party is authorized to do so; (iii) this Agreement constitutes a valid and legally binding obligation of the Party, enforceable in accordance with its terms.

23. No Third Party Beneficiary. The Parties hereto acknowledge and agree that there are no third party beneficiaries to this Agreement. Persons or entities not a party to this Agreement may not claim any benefit from this Agreement or as third party beneficiaries hereto.

24. Entire Agreement. This Agreement constitutes the entire Agreement between the Parties and supersedes all prior negotiations, representations or agreements either oral or written.

25. Exhibits . The exhibits attached and listed below are part of this Agreement. The following Exhibits of the Agreement are listed for the purposes of determining priority:

Exhibit A – Statement of Work/ Product list and Price

Exhibit B – Insurance Requirements

Exhibit C – Payment Schedule

Exhibit D – Philips Standard Terms and Conditions of Sale

Exhibit E - IntelliSpace Corsium Terms and Conditions

Exhibit F – Business Associate Addendum

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first written.

PINELLAS COUNTY, FLORIDA

Philips North America LLC

By and through its

Board of County Commissioners

Name of Firm

By

DocuSigned by:
By: *Michael Callahan*

Signature

Signer Name: Michael Callahan
Signing Reason: I approve this document
Signing Time: 19-Nov-2021 | 12:00:45 PM PST

Print Name

A6DFB9D68D4B45D09B414664A8312C15

ATTEST:

Title

Ken Burke,

Clerk of the Circuit Court

By:

Deputy Clerk

Approved as to Form

APPROVED AS TO FORM

By:

By: *Keiah Townsend*

Office of the County Attorney

Office of the County Attorney

SERVICES AGREEMENT

EXHIBIT A

STATEMENT OF WORK

Philips shall begin shipment 4-6 weeks after receipt of purchase order

Please refer to Sections 3 and 5 in Philips response to Pinellas RFP for additional Training and approach.



Formal Quotation

Document number: 2301214671

Date of issue: 10/26/2021

Last updated: 10/26/2021 13:17:56

Expiration date: 1/24/2022

Our federal tax ID #: 133429115

Our contact details

Account Manager: Jake Nyhart

Telephone: 315-703-1872

Incoterms: FOB DESTINATION

Payment terms: Within 45 Days Due Net

Sold to (94136712):

Pinellas County EMS

12490 Ulmerton Rd

LARGO FL 33774-2700

UNITED STATES

Item	Product and Description	Quantity	UoM	Price/Unit	Amount
					Currency: USD
10	989706001671 Tempus ALS Manual Package 2 Old material number: -3005-US Commodity code (HS/HTS): 9018906400	160	PCE	List Price Dollar Commit Disc. (35%) Net amount	5,840,000.00 -2,044,000.00 3,796,000.00
				36,500.00/1 PCE 23,725.00/1 PCE	
20	989706001461 English Commodity code (HS/HTS): 4901100000	160	PCE	List Price Dollar Commit Disc. (35%) Net amount	160.00 -56.00 104.00
				1.00/1 PCE 0.65/1 PCE	
30	989706001741 Tempus Pro Pouch Rail System - Right Old material number: 5-2039 Commodity code (HS/HTS): 90229020	160	PCE	List Price Dollar Commit Disc. (35%) Net amount	12,000.00 -4,200.00 7,800.00
				75.00/1 PCE 48.75/1 PCE	
40	989706001221 ST & QT Real Time Licence Old material number: 5-2026 Commodity code (HS/HTS): 49070090	160	PCE	List Price Dollar Commit Disc. (35%) Net amount	80,000.00 -28,000.00 52,000.00
				500.00/1 PCE 325.00/1 PCE	
50	989706001251 Patient Data Email Licence Old material number: 5-2053	160	PCE	List Price Dollar Commit Disc. (35%) Net amount	160.00 -56.00 104.00
				1.00/1 PCE 0.65/1 PCE	

Via ACH/EFT:
Payee: Philips Healthcare
Bank: Bank of America
Account#: 3750202223
ABA#: 1110-0001-2

Via Check:
Philips Healthcare
P.O. Box 100355
Atlanta, GA 30384-0355





Formal Quotation

Document number: 2301214671

Date of issue: 10/26/2021

Item	Product and Description	Quantity	UoM	Price/Unit	Amount
Commodity code (HS/HTS): 49070090					
60	989706001261 WebAPI License Old material number: 5-2054 Commodity code (HS/HTS): 49070090	160	PCE	List Price Dollar Commit Disc. (35%) Net amount	1.00/1 PCE -56.00 104.00
70	989706001271 12-Lead ECG Licence (AAMI) Old material number: 5-2055 Commodity code (HS/HTS): 49070090	160	PCE	List Price Dollar Commit Disc. (35%) Net amount	3,250.00/1 PCE -182,000.00 338,000.00
80	989706012550 Inseego 4G Dongle Kit Factory Old material number: 1-2301 Commodity code (HS/HTS): 90189084	160	PCE	List Price Dollar Commit Disc. (35%) Net amount	515.00/1 PCE -28,840.00 53,560.00
90	989706002131 Glasgow ECG algorithm Old material number: 5-2075 Commodity code (HS/HTS): 49070090	160	PCE	List Price Dollar Commit Disc. (35%) Net amount	232.00/1 PCE -12,992.00 24,128.00
100	989706001671 Tempus ALS Manual Package 2 Old material number: -3005-US Commodity code (HS/HTS): 9018906400	20	PCE	List Price Dollar Commit Disc. (100%) Net amount	36,500.00/1 PCE -730,000.00 0.00
110	989706001461 English Commodity code (HS/HTS): 4901100000	20	PCE	List Price Dollar Commit Disc. (100%) Net amount	1.00/1 PCE -20.00 0.00
120	989706001741 Tempus Pro Pouch Rail System - Right Old material number: 5-2039 Commodity code (HS/HTS): 90229020	20	PCE	List Price Dollar Commit Disc. (100%) Net amount	75.00/1 PCE -1,500.00 0.00
130	989706001221 ST & QT Real Time Licence	20	PCE	List Price Dollar Commit Disc. (100%)	500.00/1 PCE -10,000.00

Via ACH/EFT:
Payee: Philips Healthcare
Bank: Bank of America
Account#: 3750202223
ABA#: 1110-0001-2

Via Check:
Philips Healthcare
P.O. Box 100355
Atlanta, GA 30384-0355





Formal Quotation

Document number: 2301214671

Date of issue: 10/26/2021

Item	Product and Description	Quantity	UoM	Price/Unit	Amount
					Currency: USD
	Old material number: 5-2026 Commodity code (HS/HTS): 49070090		Net amount		0.00
140	989706001251 Patient Data Email Licence Old material number: 5-2053 Commodity code (HS/HTS): 49070090	20	PCE	List Price Dollar Commit Disc. (100%) Net amount	1.00/1 PCE 20.00 -20.00 0.00
150	989706001261 WebAPI License Old material number: 5-2054 Commodity code (HS/HTS): 49070090	20	PCE	List Price Dollar Commit Disc. (100%) Net amount	1.00/1 PCE 20.00 -20.00 0.00
160	989706001271 12-Lead ECG Licence (AAMI) Old material number: 5-2055 Commodity code (HS/HTS): 49070090	20	PCE	List Price Dollar Commit Disc. (100%) Net amount	3,250.00/1 PCE 65,000.00 -65,000.00 0.00
170	989706012550 Inseego 4G Dongle Kit Factory Old material number: 1-2301 Commodity code (HS/HTS): 90189084	20	PCE	List Price Dollar Commit Disc. (100%) Net amount	515.00/1 PCE 10,300.00 -10,300.00 0.00
180	989706002131 Glasgow ECG algorithm Old material number: 5-2075 Commodity code (HS/HTS): 49070090	20	PCE	List Price Dollar Commit Disc. (100%) Net amount	232.00/1 PCE 4,640.00 -4,640.00 0.00
190	989706010005 IntelliSpace Corsium ReachBak (24*7) Old material number: 5-2071 Commodity code (HS/HTS): 49070090	1,310	PCE	List Price Dollar Commit Disc. (50%) Net amount	750.00/1 PCE 982,500.00 -491,250.00 491,250.00
200	989706010080 CPR Sensor Old material number: 1-3023 Commodity code (HS/HTS): 9018906400	160	PCE	List Price Dollar Commit Disc. (35%) Net amount	1,200.00/1 PCE 192,000.00 -67,200.00 124,800.00

Via ACH/EFT:
Payee: Philips Healthcare
Bank: Bank of America
Account#: 3750202223
ABA#: 1110-0001-2

Via Check:
Philips Healthcare
P.O. Box 100355
Atlanta, GA 30384-0355





Formal Quotation

Document number: 2301214671

Date of issue: 10/26/2021

Item	Product and Description	Quantity	UoM	Price/Unit	Amount Currency: USD
210	989706000391 USB C-MAC S Imager Video Laryngoscope Old material number: 1-2044 Commodity code (HS/HTS): 9018908400	15	PCE	List Price Dollar Commit Disc. (35%) Net amount	8,950.00/1 PCE -46,987.50 87,262.50
220	890416 Connected Care Service Agreement A13 5 Years of Service C01 Performance Assurance (PA)	900	PCE	List Price Dollar Commit Disc. (18%) Net amount	2,012.00/1 PCE -325,944.00 1,484,856.00
230	890416 Connected Care Service Agreement A09 1 Year of Service C01 Performance Assurance (PA)	180	PCE	List Price Dollar Commit Disc. (17%) Net amount	500.00/1 PCE 0.00/1 PCE 0.00/1 PCE -15,300.00 74,700.00
240	989803207791 1-year Onsite Warranty	180	PCE	List Price Net amount	1.00/1 PCE 180.00 1.00/1 PCE 180.00
Total net amount					6,534,848.50

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

*

The discount quoted herein is/are a combination of the Purchase Agreement Discount and a Special Negotiated Discount.

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

*

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

All pricing is based on travel zones 1-3. For travel zones beyond 1-3, consult your Philips sales rep for alternate pricing.
It is the customers responsibility to provide Philips with

Via ACH/EFT:
Payee: Philips Healthcare
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Atlanta, GA 30384-0355





Formal Quotation

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the access necessary to complete the quoted work in a continuous start to finish manner.

Excessive delays and multiple visits will result in additional charges.

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

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

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

*

*

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

*

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

*

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

This quotation is issued pursuant to, and any PO for the items herein will be accepted subject to the Terms of any current Contract with the customer.

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

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A division of Philips North America LLC
414 Union St, 2nd Floor
Nashville, TN 37219

Via ACH/EFT:
Payee: Philips Healthcare
Bank: Bank of America
Account#: 3750202223
ABA#: 1110-0001-2

Via Check:
Philips Healthcare
P.O. Box 100355
Atlanta, GA 30384-0355



SERVICES AGREEMENT

EXHIBIT A

STATEMENT OF WORK

Part Number	RDT Legacy P/N	Description	List Price	Net Price for Compensation	Discount %
989706001671	00-3005-US	Tempus ALS Manual Package 2	36,500.00	23,725.00	35%
989706001661	00-3004-US	Tempus ALS Man Package 1	39,000.00	25,350.00	35%
989706000032	00-1024-R-US	Tempus Pro, US Package 3	28,000.00	18,200.00	35%
989706000082	00-1026-R-US	Tempus Pro, US Package 2	30,500.00	19,825.00	35%
989706001681	00-3020	Tempus LS Man, Defibrillator	9,000.00	5,850.00	35%
989706001251	05-2053	Patient Data Email License	1.00	0.65	35%
989706001261	05-2054	ePCR Export License	1.00	0.65	35%
989706010004	05-2070	IntelliSpace Corsium ECG, Annual/1yr	150.00	97.50	35%
989706010005	05-2071	IntelliSpace Corsium ReachBak, Annual/1yr	750.00	487.50	35%
989706010002	05-2069	IntelliSpace Corsium Support Centre Account	5,000.00	3,250.00	35%
989706001271	05-2055	12-Lead ECG License (AAMI)	3,250.00	2,112.50	35%
989706001221	05-2026	ST & QT Real Time License	500.00	325.00	35%
989706002131	05-2075	Glasgow ECG algorithm	232.00	150.80	35%
989706001161	05-2009	2-Channel Invasive Pressure License	2,500.00	1,625.00	35%
989706001171	05-2011	2nd Channel Contact Temp License	1,000.00	650.00	35%
989706001181	05-2021	Massimo Rainbow SpHb Factory License	4,000.00	2,600.00	35%
989706001191	05-2022	Massimo Rainbow SpMet Factory License	3,050.00	1,982.50	35%
989706001201	05-2023	Massimo Rainbow SpCO Factory License	3,250.00	2,112.50	35%
989706001211	05-2024	Massimo Rainbow PVI Factory License	1,200.00	780.00	35%
989706000391	01-2044	USB C-MAC S Imager Video Laryngoscope	8,950.00	5,817.50	35%
989706000301	01-2010	Video Laryngoscope Blade - Size 3	200.00	130.00	35%
989706000311	01-2011	Video Laryngoscope Blade - Size 4	200.00	130.00	35%
989706000511	01-2063	Video Laryngoscope D Blade	200.00	130.00	35%
989706010080	01-3023	CPR Sensor	1,200.00	780.00	35%
989706010100	01-3022	CPR Sensor - Single Use Adh Pads x5	80.00	52.00	35%
989706001601	01-2008	USB 3.5MHz Gen Abdominal U/S Probe (GP)	10,000.00	6,500.00	35%
989706001611	01-2042	USB 7.5MHz Vascular U/S Probe (LP)	10,000.00	6,500.00	35%
989706000281	01-1019	Wired Headset	50.00	32.50	35%

SERVICES AGREEMENT

EXHIBIT A

STATEMENT OF WORK

989706010110	01-2243	USB to USB cable	226.00	146.90	35%
989706000321	01-2017	USB 2-Channel IBP Module	2,900.00	1,885.00	35%
989706001141	01-3015	ECG Simulator & Test Load	2,900.00	1,885.00	35%
989706010090	01-2298	4G Dongle Kit	525.00	341.25	35%
989706012550	01-2301	4G Dongle Kit (Factory)	515.00	334.75	35%
989706012560	01-2302	USB 4G Dongle	465.00	302.25	35%
989706012570	26-4000	4G Dongle Mounting Kit	60.00	39.00	35%
989706000941	01-2182	12-Lead ECG Modular Cable (AAMI) 8ft	525.00	341.25	35%
989706000901	01-2177	4-Lead ECG Modular Cable (AAMI) 8ft	315.00	204.75	35%
989706000921	01-2179	6-Lead ECG Modular Cable (AAMI) 8ft	225.00	146.25	35%
989706000531	01-2068	3-Lead ECG Cable (AAMI) 8ft	200.00	130.00	35%
989706000541	01-2069	5-Lead ECG Cable (AAMI) 8ft	240.00	156.00	35%
989706000991	01-2203	3-Lead Neo ECG Modular Cable (AAMI) 6ft	215.00	139.75	35%
989706000601	01-2080	Adult Foam ECG Electrodes x10	15.00	9.75	35%
989706010040	01-3020	Tempus LS Electrodes-Adult	46.00	29.90	35%
989706010050	01-3021	Tempus LS Electrodes-Pediatric	51.00	33.15	35%
989706000571	01-2074	NIBP Hose 8ft	71.00	46.15	35%
989706000261	01-1006	NIBP Hose 4ft.	71.00	46.15	35%
989706000521	01-2067	Neonate NIBP Hose Adaptor 0.4ft	20.00	13.00	35%
989706002051	01-2270	Reusable NIBP Cuff - Small Adult Plus	46.00	29.90	35%
989706002061	01-2271	Reusable NIBP Cuff - Adult Plus	56.00	36.40	35%
989706002071	01-2272	Reusable NIBP Cuff - Large Adult Plus	76.00	49.40	35%
989706000701	01-2119	Reusable NIBP Cuff - Small Adult	45.00	29.25	35%
989706000231	01-1002	Reusable NIBP Cuff - Adult	55.00	35.75	35%
989706000241	01-1003	Reusable NIBP Cuff - Large Adult	75.00	48.75	35%
989706000291	01-1032	Reusable NIBP Cuff - Adult Thigh	80.00	52.00	35%
989706000251	01-1004	Reusable NIBP Cuff - Child	50.00	32.50	35%
989706000331	01-2021	Reusable NIBP Cuff - Infant	55.00	35.75	35%
989706001001	01-2230	Disposable NIBP Cuff - Infant x20	170.00	110.50	35%
989706001011	01-2231	Disposable NIBP Cuff - Child x20	190.00	123.50	35%
989706001021	01-2232	Disposable NIBP Cuff - Small Adult x20	190.00	123.50	35%

SERVICES AGREEMENT

EXHIBIT A

STATEMENT OF WORK

989706001031	01-2233	Disposable NIBP Cuff - Adult x20	200.00	130.00	35%
989706001041	01-2234	Disposable NIBP Cuff - Large Adult x20	220.00	143.00	35%
989706001051	01-2235	Disposable NIBP Cuff - Thigh x20	275.00	178.75	35%
989706000341	01-2030	Single-Use Neonate BP Cuff (3-6cm)	120.00	78.00	35%
989706000351	01-2031	Single-Use Neonate BP Cuff (4-8cm)	120.00	78.00	35%
989706000361	01-2032	Single-Use Neonate BP Cuff (6-11cm)	120.00	78.00	35%
989706000371	01-2033	Single-Use Neonate BP Cuff (7-13cm)	120.00	78.00	35%
989706000381	01-2034	Single-Use Neonate BP Cuff (8-15cm)	120.00	78.00	35%
989706000621	01-2088	Masimo Rainbow Cable RC25-4RA 25-Pin 4ft	299.00	194.35	35%
989706000851	01-2138	Masimo Rainbow Cable RC25-12RA 25-Pin 12ft	369.00	239.85	35%
989706010120	01-2267	Masimo Rainbow Cable 4ft 25-Pin R/A EMS	379.00	246.35	35%
989706001621	01-2268	Masimo RD Rainbow SET Patient Cable 5ft 25-Pin R/A	400.00	260.00	35%
989706002021	01-2284	Masimo RD rainbow SET Patient Cable 12ft 25-Pin R/A	452.00	293.80	35%
989706002031	01-2285	Masimo RD rainbow SET Patient Cable 8ft 25-Pin R/A	383.00	248.95	35%
989706002041	01-2286	Masimo RD to M-LNC Adaptor Cable 1.5ft	134.00	87.10	35%
989706000631	01-2089	MasimoSET M-LNCS DBI Adt Reusable Sensor	370.00	240.50	35%
989706000711	01-2123	MasimoSET M-LNCS DCI Adt 3ft - Clip	329.00	213.85	35%
989706000721	01-2124	MasimoSET M-LNCS DCI-P Ped 3ft - Clip	349.00	226.85	35%
989706000611	01-2086	Masimo Rainbow DCI Adult-Clip 3ft	950.00	617.50	35%
989706000661	01-2092	Masimo Rainbow DCI SC 400 Adt 3ft - Clip	1,895.00	1,231.75	35%
989706000841	01-2137	Masimo Rainbow DCIP Ped 3ft - Clip	1,100.00	715.00	35%
989706000831	01-2136	Masimo Rainbow DCIP SC-400 Ped 3ft - Adh	1,895.00	1,231.75	35%
989706001911	01-2273	Masimo RD SET DCI Adult Reusable Sensor 3ft	423.00	274.95	35%
989706001921	01-2274	Masimo RD SET DCIP Pediatric Reusable Sensor 3ft	452.00	293.80	35%
989706001631	01-2269	Massimo RD SET DBI Adult Soft Reusable Sensor 3ft	510.00	331.50	35%
989706000641	01-2090	MasimoSET M-LNCS Adtx-3 Adt 3ft - Adh	399.00	259.35	35%
989706000651	01-2091	MasimoSET M-LNCS Neo-3 Neo 3ft - Adh	499.00	324.35	35%
989706000671	01-2095	MasimoSET M-LNCS Pdtx-3 Ped 3ft - Adh	399.00	259.35	35%
989706000731	01-2126	MasimoSET M-LNCS INF-3 Inf 3ft - Adh	499.00	324.35	35%
989706000741	01-2127	MasimoSET M-LNCS NEOPT-3 Neo 3ft - Adh	549.00	356.85	35%
989706000751	01-2128	Masimo Rainbow R1 25 Adult 1ft - Adh	1,399.00	909.35	35%

SERVICES AGREEMENT

EXHIBIT A

STATEMENT OF WORK

989706000761	01-2129	Masimo Rainbow R1 20 Ped 1ft - Adh	1,399.00	909.35	35%
989706000771	01-2130	Masimo Rainbow R1 20L Inf 1ft - Adh	1,599.00	1,039.35	35%
989706000781	01-2131	Masimo Rainbow R1 25L Neo/Adt 1ft - Adh	1,599.00	1,039.35	35%
989706000791	01-2132	Masimo Rainbow R25 Adt 1ft - Adh	769.00	499.85	35%
989706000801	01-2133	Masimo Rainbow R20 Ped 1ft - Adh	1,099.00	714.35	35%
989706000811	01-2134	Masimo Rainbow R20-L Inf 1ft - Adh	1,099.00	714.35	35%
989706000821	01-2135	Masimo Rainbow R25-L Neo/Adt 1ft - Adh	769.00	499.85	35%
989706001931	01-2275	Masimo RD SET Adt CS-2 Adult 2ft [20] - Adh	608.00	395.20	35%
989706001941	01-2276	Masimo RD SET Adt CS-3 Adult 3ft [20] - Adh	603.00	391.95	35%
989706001951	01-2277	Masimo RD SET Pdt CS-2 Pediatric 2ft [20] - Adh	608.00	395.20	35%
989706001961	01-2278	Masimo RD SET Pdt CS-3 Pediatric 3ft [20] - Adh	603.00	391.95	35%
989706001971	01-2279	Masimo RD SET In CS-3 Infant 3ft [20] - Adh	755.00	490.75	35%
989706001981	01-2280	Masimo RD SET Neo CS-3 Neonatal/Adult 3ft [20] - Adh	755.00	490.75	35%
989706001991	01-2281	Masimo RD SET NeoPt CS-3 Neonatal 3ft [20] - Adh	800.00	520.00	35%
989706002001	01-2282	Masimo RD rainbow SET-2 Adt SpO2 SpMet SpHb 2ft [20] - Adh	2,414.00	1,569.10	35%
989706002011	01-2283	Masimo RD rainbow SET-2 Pdt SpO2 SpMet SpHb 2ft [20] - Adh	2,414.00	1,569.10	35%
989803129731	n/a	SMART CAPNOLINE O2, PEDIATRIC	555.52	361.09	35%
989803129751	n/a	SMART CAPNOLINE O2 plus, ADULT, intermed	555.52	361.09	35%
989803129761	n/a	SMART CAPNOLINE, PEDIATRIC	508.71	330.66	35%
989803129781	n/a	SMART CAPNOLINE plus, ADULT, intermed	508.71	330.66	35%
989803179101	n/a	Nasal Filterline O2 Adult	560.32	364.21	35%
989803179121	n/a	Nasal Filterline O2 Pediatric	560.32	364.21	35%
989803131641	n/a	NIV Line /Adult	508.71	330.66	35%
989803131651	n/a	NIV Line / Pediatric	508.71	330.66	35%
989803105531	n/a	FilterLine Set Adult/Pedi	353.70	229.91	35%
989803105561	n/a	FilterLine H Set Infant/Neonatal	707.40	459.81	35%
989706000591	01-2079	Contact Temp Adaptor Cable	225.00	146.25	35%
989706000581	01-2078	Disposable Temp Probe x20	430.00	279.50	35%
989706000861	01-2153	Reusable Contact Temp Probe	200.00	130.00	35%
989706000321	01-2017	USB 2-Channel IBP Module	2,900.00	1,885.00	35%

SERVICES AGREEMENT

EXHIBIT A

STATEMENT OF WORK

989706000681	01-2108	2-Channel Invasive Pressure Universal Cable	400.00	260.00	35%
989706000401	01-2048	IBP Trunk Cable, Utah Deltran 2-Channel Adaptor 8ft	370.00	240.50	35%
989706000691	01-2113	IBP Trunk Cable, Transpac & Artline Transducer Adaptor	175.00	113.75	35%
989706010060	01-2052	IBP Trunk Cable, Edwards	279.00	181.35	35%
989706010070	01-2113	IBP Trunk Cable, Medex & Abbott	169.00	109.85	35%
989706000421	01-2051	Tempus Pro Lithium-ion Battery	600.00	390.00	35%
989706001101	01-3011	Tempus LS Battery	525.00	341.25	35%
989706000411	01-2049	Tempus Mains Power Supply	325.00	211.25	35%
989706000451	01-2055	Mains Cable - USA (Earthed)	35.00	22.75	35%
989706000431	01-2053	Tempus Pro Vehicle Adaptor	200.00	130.00	35%
989706000271	01-1012	Tempus Pro battery charger	250.00	162.50	35%
989706000891	01-2161	2-Core Battery Charger Cable - US	50.00	32.50	35%
989706001231	05-2036	Tempus Pro Pouch Rail System - Left	75.00	48.75	35%
989706001061	01-2241	Saddlebag for Tempus Pro - Left	450.00	292.50	35%
989706001741	05-2039	Tempus Pro Pouch Rail System - Right	75.00	48.75	35%
989706001731	01-2238	Saddlebag for Tempus Pro - Right	450.00	292.50	35%
989706001241	05-2038	Tempus Pro Shoulder Strap & Kit	150.00	97.50	35%
989706000971	01-2200	Tempus Pro Shoulder Strap	40.00	26.00	35%
989706001071	01-2244	Tempus Pro SmartMount	1,600.00	1,040.00	35%
989706001111	01-3012	Tempus LS SmartMount	900.00	585.00	35%
989706001901	n/a	Tempus Pro Litter/Pole Clamp	1,500.00	975.00	35%
989706010130	01-3025	Tempus LS Mount Claw Adapter Kit	750.00	487.50	35%
989706000961	01-2187	Printer Paper Roll with 110mm Grid x10	65.00	42.25	35%
989803207791	n/a	Convert to 1-Year Onsite Warranty	1.00	0.65	35%
989803207801	n/a	Convert to 3-Year Biomed Parts Warranty	1.00	0.65	35%
891098 - A01	n/a	Tempus Clinical Training & Config Svcs	1,995.00	1,296.75	35%
891098 - A02	n/a	Tempus Clinical Training & Config Svcs	1,195.00	776.75	35%
891099 - A01	n/a	Tempus Remote IT Training & Appraisal	500.00	325.00	35%
989706001441	43-2001	Tempus Pro User-Operator Manual CD-ROM	125.00	81.25	35%
989706001451	43-2003	Tempus Pro Maintenance Manual CD-ROM	125.00	81.25	35%
989706001461	989706001461	English	1.00	0.65	35%

SERVICES AGREEMENT

EXHIBIT B

INSURANCE REQUIREMENTS

1. INSURANCE:

Proposer must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below, prior to award of contract. Failure to provide the required insurance within the requested timeframe may result in your submittal being deemed non-responsive.

The contracted Proposer shall obtain and maintain, and require any sub-contractors to obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. For projects with a Completed Operations exposure, Contractor shall maintain coverage and provide evidence of insurance for two (2) years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better.

- a) Proposal submittals should include, the Proposer's current Certificate(s) of Insurance in accordance with the insurance requirements listed below. If Proposer does not currently meet insurance requirements, Proposer shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place prior to the award of contract.
- b) Proposer shall email certificate that is compliant with the insurance requirements to jjjust@pinellascounty.org. If certificate received with bid was a compliant certificate no further action may be necessary. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **A copy of the endorsement(s) referenced in paragraph d) for Additional Insured shall be attached to the certificate(s) referenced in this paragraph.** The certificate must name Pinellas County, a Political Subdivision of the State of Florida **400 S fort Harrison Avenue Clearwater, FL 33756**, as certificate holder. Certificate marked "Sample", or blank certificate holder information are not compliant.
- c) Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the RFP and/or contract period.
- d) All policies providing liability coverage(s), other than professional liability and workers compensation policies, obtained by the Proposer and any subcontractors to meet the requirements of the Agreement shall be endorsed via a blanket endorsement to include **Pinellas County a Political subdivision of the State of Florida** as an Additional Insured.
- e) If any insurance provided pursuant to the Agreement expires or cancels prior to the completion of the Work, you will be notified by CTrax, the authorized vendor of Pinellas County. Upon notification, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org and to CTrax c/o JDi Data at PinellasSupport@ididata.com by the Proposer or their agent prior to the expiration date.,

SERVICES AGREEMENT

EXHIBIT B

INSURANCE REQUIREMENTS

- (1) Proposer shall also notify County within twenty-four (24) hours thirty days (30) after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Proposer from its insurer.
Notice shall be given by email to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org. Nothing contained herein shall absolve Proposer of this requirement to provide notice.
 - (2) Should the Proposer, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the County and charge the Proposer for such purchase or offset the cost against amounts due to proposer for services completed. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.
- f) The County reserves the right, but not the duty, to review and request a copy of the Contractor's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.
- g) If subcontracting is allowed under this RFP, the Prime Proposer shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; *but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.*
- (1) All subcontracts between Proposer and its subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall (1) require each subcontractor to be bound to Proposer to the same extent Proposer is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor; (2) provide for the assignment of the subcontracts from Proposer to the County at the election of Owner upon termination of the Contract; (3) provide that County will be an additional indemnified party of the subcontract; (4) provide that the County will be an additional insured on all insurance policies required to be provided by the subcontractor except workers compensation and professional liability; (5) provide waiver of subrogation in favor of the County and other insurance terms and/or conditions as outlined below; (6) assign all warranties directly to the County; and (7) identify the County as an intended third-party beneficiary of the subcontract. Proposer shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Section C and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.

SERVICES AGREEMENT

EXHIBIT B

INSURANCE REQUIREMENTS

- h) Each insurance policy and/or certificate shall include the following terms and/or conditions:
- (1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County. If Proposer is a Joint Venture per Section A. titled Joint Venture of this RFP, Certificate of Insurance and Named Insured must show Joint Venture Legal Entity name and the Joint Venture must comply with the requirements of Section C with regard to limits, terms, and conditions, including completed operations coverage.
 - (2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
 - (3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
 - (4) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature.
 - (5) All policies shall be written on a primary, non-contributory basis.
 - (6) Any Certificate(s) of Insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the Certificate(s) of Insurance. The County shall have the right, but not the obligation to determine that the Proposer is only using employees named on such list to perform work for the County. Should employees not named be utilized by Proposer, the County, at its option may stop work without penalty to the County until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the Proposer to be in default and take such other protective measures as necessary.
 - (7) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from both the Proposer and subcontractor(s).
- i) The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

(1) Workers' Compensation Insurance

Limit

Florida Statutory

Employers' Liability Limits

Per Employee	\$ 500,000
Per Employee Disease	\$ 500,000
Policy Limit Disease	\$ 500,000

SERVICES AGREEMENT

EXHIBIT B

INSURANCE REQUIREMENTS

- (2) Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury.

Limits

Combined Single Limit Per Occurrence	\$ 1,000,000
Products/Completed Operations Aggregate	\$ 2,000,000
Personal Injury and Advertising Injury	\$ 1,000,000
General Aggregate	\$ 2,000,000

- (3) Excess or Umbrella Liability Insurance excess of the primary coverage required, in paragraphs (1), (2), and (3) above:

Limits

Each Occurrence General	\$ 4,000,000
Aggregate	\$ 4,000,000

- (4) Property Insurance Proposer will be responsible for all damage to its own property, equipment and/or materials.

SERVICES AGREEMENT

EXHIBIT C

PAYMENT SCHEDULE

PAYMENT/INVOICES:

SUPPLIER shall submit invoices for payment due as provided herein with such documentation as required by Pinellas County and all payments shall be made in accordance with the requirements of Section 218.70 et. seq, Florida Statutes, "The Local Government Prompt Payment Act." Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

Finance Division Accounts Payable

Pinellas County Board of County Commissioners

Each invoice shall include, at a minimum, the Supplier's name, contact information and the standard purchase order number. In order to expedite payment, it is recommended the Supplier also include the information shown in below.

The County may dispute any payments invoiced by SUPPLIER in accordance with the County's Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

INVOICE INFORMATION:

Philips accepts EFT/ACH Payments to the following account:

Bank Name: Bank of America

Bank Address: 1850 Gateway Boulevard

Concord, CA 94520

ABA Number: 111000012

Account Number: 3750202223

Remit To: PHILIPS Healthcare

Remit Fax: 425-482-8856

Remit Format: CTX and CCD+ formats are used at time of transmission

Types of Accounts: Checking/Savings

Philips, at its discretion, may accept credit card payments for orders with

Remit To

Philips Healthcare

PO Box 100355

Atlanta, GA 30384-0355

Invoice Date: Creation date of the invoice

Invoice Number: Company tracking number

Shipping Address: Address where goods and/or services were delivered

Ordering Department: Name of ordering department, including name and phone number of contact person

PO Number: Standard purchase order number

Ship Date": Date the goods/services were sent/provided

Quantity: Quantity of goods or services billed

Description: Description of services or goods delivered

Unit Price: Unit price for the quantity of goods/services delivered

Line Total: Amount due by line item

Invoice Total: Sum of all of the line totals for the invoice

Payment of invoices for work performed for Pinellas County Board of County Commissioners (County) is made, by standard, in arrears in accordance with Section 218.70, et. seq., Florida Statutes, the Local Government Prompt Payment Act.

If a dispute should arise as a result of non-payment of a payment request or invoice the following Dispute Resolution process shall apply:

Pinellas County shall notify a vendor in writing within ten (10) days after receipt of an improper invoice, that the invoice is improper. The notice should indicate what steps the vendor should undertake to correct the invoice and resubmit a proper invoice to the County. The steps taken by the vendor shall be that of initially contacting the requesting department to validate their invoice and receive a sign off from that entity that would indicate that the invoice in question is in keeping with the terms and conditions of the agreement. Once sign off is obtained, the vendor should then resubmit the invoice as a "Corrected Invoice" to the requesting department which will initiate the payment timeline.

- 1.) Requesting department for this purpose is defined as the County department for whom the work is performed.
- 2.) Proper invoice for this purpose is defined as an invoice submitted for work performed that meets prior agreed upon terms or conditions to the satisfaction of Pinellas County.

Should a dispute result between the vendor and the County about payment of a payment request or an invoice then the vendor should submit their dissatisfaction in writing to the Requesting Department. Each Requesting Department shall assign a representative who shall act as a "Dispute Manager" to resolve the issue at departmental level.

The Dispute Manager shall first initiate procedures to investigate the dispute and document the steps taken to resolve the issue in accordance with section 218.76 Florida Statutes. Such procedures shall be commenced no later than forty-five (45) days after the date on which the payment request or invoice was received by Pinellas County, and shall not extend beyond sixty (60) days after the date on which the payment request or invoice was received by Pinellas County.

The Dispute Manager should investigate and ascertain that the work, for which the payment request or invoice has been submitted, was performed to Pinellas County's satisfaction and duly accepted by the Proper Authority. Proper Authority for this purpose is defined as the Pinellas County representative who is designated as the approving authority for the work performed in the contractual document. The Dispute Manager shall perform the required investigation and arrive at a solution before or at the sixty (60) days timeframe for resolution of the dispute, per section 218.76, Florida Statutes. The County Administrator or his or her designee shall be the final arbiter in resolving the issue before it becomes a legal matter. The County Administrator or his or her designee will issue their decision in writing.

Pinellas County Dispute Resolution Procedures shall not be subject to Chapter 120 of the Florida Statutes. The procedures shall also, per section 218.76, Florida Statutes, not be intended as an administrative proceeding which would prohibit a court from ruling again on any action resulting from the dispute.

Should the dispute be resolved in the County's favor interest charges begin to accrue fifteen (15) days after the final decision made by the County. Should the dispute be resolved in the vendor's favor the County shall pay interest as of the original date the payment was due.

For any legal action to recover any fees due because of the application of sections 218.70 et. seq., Florida Statutes, an award shall be made to cover court costs and reasonable attorney fees, including those fees incurred as a result of an appeal, to the prevailing party. If it is found that the non-prevailing party held back any payment that was the reason for the dispute without having any reasonable lawful basis or fact to dispute the prevailing party's claim to those amounts.



Exhibit D

Philips Standard Terms and Conditions of Sale as amended

Philips Standard Terms and Conditions of Sale (Rev. R)

The products and services listed in the quotation are offered by Philips Healthcare, a division of Philips North America LLC ("Philips") only under the terms and conditions described below (the "Terms and Conditions of Sale" or "Agreement").

1. Prices; Taxes

1.1 The purchase price stated in the quotation does not include applicable sales, excise, use, other taxes, or government surcharges in effect or later levied. Customer shall provide Philips with appropriate exemption certificate reasonably in advance of the date the product is available for delivery, otherwise, Philips shall invoice Customer for those taxes, as well as any government surcharges, and Customer shall pay those taxes in accordance with the terms of the invoice. Government surcharges are non-exempt under law. Customer is defined as a legal entity its affiliates and or subsidiaries who purchase product(s) and take title of the purchased product(s) from Philips.

2. Cancellation

2.1 Philips' cancellation policies are set forth in the applicable Product Specific Schedule attached to these Terms and Conditions of Sale.

3. Payment Terms, Intentionally omitted, payment terms as per Agreement dated XXX

4. Trade – In – intentionally omitted – Pinellas county shall not be trading in any equipment

5. Placeholder

6. Shipment and Risk of Loss

6.1 Delivery terms are stated in the applicable Product Specific Schedule attached to these Terms and Conditions of Sale.

6.2 Except as otherwise stated in the applicable Product Specific Schedule, title to any product (excluding software), and risk of loss or damage shall pass to the Customer F.O.B. destination. Customer shall obtain and pay for insurance covering such risks at destination.

7. Site Preparation and Installation – intentionally omitted, product does not require installation

8. Product Warranty

8.1 (a) If a separate product warranty prints as part of the quotation, that product warranty applies to your purchase and is incorporated herein; otherwise Section 8.2-8.7 shall apply unless the product is identified under 8.1 (b). (b) For Monitoring and Analytics (MA) & Therapeutic Care (TC) Portfolio, Emergency Care & Resuscitation Portfolio, (ECR) Capital and Monitoring and Analytics (MA) & Medical Supplies and Consumables (MS) Portfolio, the product warranty document can be found at: <http://www.usa.philips.com/healthcare/about/terms-conditions> or can be provided upon request.

8.2 Hardware/Systems. Philips warrants to Customer that the Philips equipment (including its operating software) will perform in substantial compliance with its performance specifications, in the documentation accompanying the products, for a period of twelve (12) months beginning upon availability for first patient use.

8.3 Stand-alone Licensed Software. For a period of ninety (90) days from the date Philips makes Stand-alone Licensed Software available for first patient use, such Stand-alone Licensed Software shall substantially conform to the technical user manual that ships with the Stand-alone Licensed Software. "Stand-alone Licensed Software" means sales of Licensed Software without a contemporaneous purchase of a server for the Licensed Software. If Philips is not the installer of the Stand-alone Licensed Software, the foregoing warranty period shall commence upon shipment.

8.4 If the start of the installation is delayed for any reason beyond the control of Philips for more than thirty (30) days following the date that Philips notifies Customer that the major components of the product are available for delivery, the warranty period begins on the thirty-first (31st) day following that date.

8.5 Philips' sole obligations and Customer's exclusive remedy under any product warranty are limited, at Philips' option, to the repair or the replacement of the product or a portion thereof within thirty (30) days after receipt of written notice of such material breach from Customer ("Product Warranty Cure Period") or, upon expiration of the Product Warranty Cure Period, to a refund of a portion of the purchase price paid by the Customer, upon Customer's request. Any refund will be paid, to the Customer when the product is returned to Philips. Warranty service outside of normal working hours (i.e., 8:00 AM - 5:00 PM, Monday through Friday, excluding Philips' observed holidays), will be subject to payment by Customer at Philips' standard service rates.

8.6 This warranty is subject to the following conditions: the product: (a) is to be installed by authorized Philips representatives (or is to be installed in accordance with all Philips installation instructions by personnel trained by Philips); (b) is to be operated exclusively by duly qualified personnel in a safe and reasonable manner in accordance with Philips' written instructions and for the purpose for which the products were intended; and, (c) is to be maintained and in strict compliance with all recommended and scheduled maintenance instructions provided with the product and Customer is to notify Philips immediately if the product at any time fails to meet its printed performance specifications. Philips' obligations under any product warranty do not apply to any product defects resulting from improper or inadequate maintenance or calibration by the Customer or its agents; Customer or third party supplied interfaces, supplies, or software including without limitation loading of operating system patches to the Licensed Software and/or upgrades to anti-virus software running in connection with the Licensed Software without prior approval by Philips; use or operation of the product other than in accordance with Philips' applicable product specifications and written instructions; abuse, negligence, accident, loss, or damage in transit; improper site preparation; unauthorized maintenance or modifications to the product; or viruses or similar software interference resulting from connection of the product to a network. Philips does not provide a warranty for any third-party products furnished to Customer by Philips under the quotation; however, Philips shall use reasonable efforts to extend to Customer the third-party warranty for the product. The obligations of Philips described herein and in the applicable product-specific warranty document are Philips' only obligations and Customer's sole and exclusive remedy for a breach of a product warranty.

8.7 THE WARRANTIES SET FORTH HEREIN AND IN PHILIPS' WARRANTY DOCUMENT WITH RESPECT TO A PRODUCT (INCLUDING THE SOFTWARE PROVIDED WITH THE PRODUCT) ARE THE ONLY WARRANTIES MADE BY PHILIPS IN CONNECTION WITH THE PRODUCT, THE SOFTWARE, AND THE TRANSACTIONS CONTEMPLATED BY THE QUOTATION, AND ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, WHETHER WRITTEN, ORAL, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Philips may use



refurbished parts in the manufacture of the products, which are subject to the same quality control procedures and warranties as for new products.

9. Philips Proprietary Service Materials

9.1 Any Philips maintenance or service software and documentation provided with the product and/or located at Customer's premises is intended solely to assist Philips and its authorized agents to install and to test the products or to assist Philips and its authorized agents to maintain and to service the products under warranty or a separate support agreement with Customer. Customer agrees to restrict access to such software and documentation to Philips' employees and those of Philips' authorized agents only and to permit Philips to remove its Proprietary Service Materials upon request.

10. Intellectual Property Indemnification

10.1 Philips shall indemnify, defend, and hold harmless Customer against any claim that a Philips product provided in the quotation infringes, misappropriates, or violates any third party intellectual property right, whether patent, copyright, trademark, or trade secret, provided that Customer: (a) provides Philips prompt written notice of the claim; (b) grants Philips full and complete information and assistance necessary for Philips to defend, settle, or avoid the claim; and (c) gives Philips sole control of the defense or settlement of the claim.

10.2 If (a) a Philips product is found or believed by Philips to infringe a valid patent or copyright; or, (b) Customer has been enjoined from using the Philips product pursuant to an injunction issued by a court of competent jurisdiction, Philips may, at its option: (i) procure the right for Customer to use the product; (ii) replace or modify the product to avoid infringement; or (iii) refund to Customer a portion of the product purchase price upon the return of the original product. Philips shall have no obligation for any claim of infringement arising from: Philips' compliance with Customer's designs, specifications, or instructions; Philips' use of technical information or technology supplied by Customer; modifications to the product by Customer or its agents; use of the product other than in accordance with the product specifications or applicable written product instructions; use of the product with any other product not sold by Philips to customer and the Philips product in and of itself is not infringing; if infringement would have been avoided by the use of a current unaltered release of the products, provided that, Philips makes such current unaltered release available to customer at no additional charge; or use of the Philips Product after Philips has advised Customer, in writing, to stop use of the Philips Product in view of the claimed infringement, provided that, this shall not be a replacement for the remedies set forth under 10.2(i)-(iii) above. The terms in this section state Philips' entire obligation and liability for claims of infringement, and Customer's sole remedy in the event of a claim of infringement.

11. Limitation of Liability

11.1 THE TOTAL LIABILITY, IF ANY, OF PHILIPS AND ITS AFFILIATES FOR ALL DAMAGES AND BASED ON ALL CLAIMS, WHETHER ARISING OR RELATING TO BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHER TORT, OR OTHERWISE, ARISING FROM A PRODUCT, LICENSED SOFTWARE, AND/OR SERVICE IS LIMITED TO THE PRICE PAID HEREUNDER FOR THE PRODUCT, LICENSED SOFTWARE, OR SERVICE GIVING RISE TO THE LIABILITY.

11.2 THIS LIMITATION SHALL NOT APPLY TO:

- 11.2.1 THIRD PARTY CLAIMS FOR DIRECT DAMAGES FOR BODILY INJURY OR DEATH TO THE EXTENT CAUSED BY PHILIPS' NEGLIGENCE OR PROVEN PRODUCT DEFECT;
- 11.2.2 CLAIMS OF TANGIBLE PROPERTY DAMAGE REPRESENTING THE ACTUAL COST TO REPAIR OR REPLACE PHYSICAL PROPERTY TO THE EXTENT CAUSED BY PHILIPS NEGLIGENCE OR PROVEN PRODUCT DEFECT;
- 11.2.3 OUT OF POCKET COSTS INCURRED BY CUSTOMER TO PROVIDE PATIENT NOTIFICATIONS, REQUIRED BY LAW, TO THE EXTENT SUCH NOTICES ARE CAUSED BY PHILIPS UNAUTHORIZED DISCLOSURE OF PHI;
- 11.2.4 FINES/PENALTIES LEVIED AGAINST CUSTOMER BY GOVERNMENT AGENCIES CITING PHILIPS' UNAUTHORIZED DISCLOSURE OF PHI AS THE BASIS OF THE FINE/PENALTY, ANY SUCH FINES OR PENALTIES SHALL CONSTITUTE DIRECT DAMAGES; and,
- 11.2.5 PHILIPS INTELLECTUAL PROPERTY INDEMNIFICATION OBLIGATION UNDER SECTION 10 OF THIS AGREEMENT.

12. Disclaimer

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

13. Confidentiality- intentionally omitted, confidential terms are included in the Agreement between Pinellas county and Philips.

14. Compliance with Laws & Privacy

14.1 Each party shall comply with all laws, rules, and regulations applicable to the party in connection with the performance of its obligations in connection with the transactions contemplated by the quotation, including, but not limited to, those relating to employment practices federal and state anti-discrimination laws (including Title VII of the Civil Rights Act of 1964 as amended, the Rehabilitation Act of 1973 as amended and the Veterans Readjustment ACT of 1972 as amended), E-Verify, FDA, Medicare fraud and abuse, and the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Health care providers are reminded that if the purchase includes a discount or loan, they must fully and accurately report such discount or loan on cost reports or other applicable claims for payment submitted under any federal or state health care program, including but not limited to Medicare and Medicaid, as required by federal law (see 42 CFR 1001.952[h]).

14.2 In the course of providing project implementation related services and/or warranty services to Customer, hereunder, it may be necessary for Philips to have access to, view and/or download computer files from the products that might contain Personal Data. "Personal Data" means information about an identifiable individual and includes any information that is "personal information" or "personal health information" within the meaning of any applicable privacy law. Personal Data can include both personal health information (i.e. images, heart monitor data, and medical record number) and non-health information (i.e., date of birth, gender). Philips will process Personal Data only to the extent necessary to perform and/or fulfill its project implementation related service, warranty service and/or warranty obligations hereunder. Customer further acknowledges and agrees that all telephone conversations between Philips and Customer may, in Philips discretion, be recorded.

14.3 Business Associate Addendums/Agreements between Philips and Customer. Customer's most current business associate agreement ("BAA") duly executed with Philips and in effect at the time of Philips performance of the services shall apply and is incorporated into this Agreement. In the event terms expressly set forth in the BAA conflict with terms set forth in this Agreement, the terms set forth in the BAA shall govern in such instance. Otherwise, the terms expressly set forth herein shall apply.

14.4 It is Customer's responsibility to notify Philips if any portion of the order is funded under the American Reinvestment and Recovery Act (ARRA). To ensure compliance with the ARRA regulation, Customer shall include a clause stating that the order is funded under ARRA on its purchase order or other document issued by Customer.

14.5 Product Safety and Other Complaints. Customer will report immediately to Philips any event of which Customer becomes aware that suggests that any services or products provided by Philips, for any reason: (a) may have caused or contributed to a death or serious injury, or (b) have



malfunctioned where and such malfunctions would be likely to cause or contribute to a death or serious injury if the malfunction were to occur again. Additionally, Customer will also report to Philips complaints it receives from its personnel and patients or any other person regarding the identity, quality, performance, reliability, safety, effectiveness, labels or instructions for use of the services or products provided by Philips. Philips shall be solely responsible for submitting any filings or reports to any governmental authorities with respect to the Philips products and services provided by Philips hereunder, unless otherwise required by law.

15. Excluded Provider

15.1 As of the date of the sale of this product, Philips represents and warrants that Philips, its employees and subcontractors, are not debarred, excluded, suspended or otherwise ineligible to participate in a federal or state health care program, nor have they been convicted of any health care related crime for the products and services provided under these Terms and Conditions of Sale (an "Excluded Provider"). Philips shall promptly notify Customer if it becomes aware that Philips or any of its employees or subcontractors providing services hereunder have become an Excluded Provider under a federal or state healthcare program, whereupon Customer shall provide Philips with a reasonable opportunity to discuss and attempt to resolve in good faith with Customer any Customer related concerns in relation thereto, and/or will give Philips a reasonable opportunity to dispute its, or its employee's or subcontractor's, designation as an Excluded Provider. In the event that the Parties are unable to resolve any such Customer concerns of the applicable party's designation as an Excluded Provider, then Customer may terminate this order by express written notice for products and services not yet shipped or rendered prior to a date of exclusion.

16. Omnibus Reconciliation Act (OMNI) Social Security (PL96-499, Public Law)

16.1 Philips and Customer shall comply with the Omnibus Reconciliation Act of 1980 (P.L. 96-499) and its implementing regulations (42 CFR, Part 420). Philips agrees that until the expiration of four (4) years after furnishing services or products pursuant to these Terms and Conditions of Sale, Philips shall make available, upon written request of the Secretary of the Department of Health and Human Services, or upon request of the Comptroller General, or any of their duly authorized representatives, these Terms and Conditions of Sale and the books, documents and records of Philips that are necessary to verify the nature and extent of the costs charged to Customer hereunder. Philips further agrees that if Philips carries out any of the duties of these Terms and Conditions of Sale through a subcontract with a value or cost of ten-thousand U.S. dollars (\$10,000.00) or more over a twelve (12) month period, with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request to the Secretary, or upon request to the Comptroller General, or any of their duly authorized representatives the subcontract, and books and documents and records of such organization that are necessary to verify the nature and extent of such costs. This paragraph relating to the retention and production of documents is included because of possible application of Section 1861(v) (1) (1) of the Social Security Act (42 U.S.C. 1395x (v) (1) (I) (1989)), as amended from time to time to these Terms and Conditions of Sale. If Section 1861(v) (1) (1) should be found to be inapplicable, then this paragraph shall be deemed inoperative and without force and effect.

17. General Terms

The following additional terms shall be applicable to the purchase of a product:

- 17.1 Force Majeure. Each party shall be excused from performing its obligations (except for payment obligations) arising from any delay or default caused by events beyond its reasonable control including, but not limited to, acts of God, health pandemics, acts of any civil, military or government authority, fire, floods, war, embargoes, labor disputes, acts of sabotage, riots, accidents, delays of carriers, voluntary or mandatory compliance with any government act, regulation or mandatory direction, request. For clarity, Customer requests shall not be considered government requests under this section 17.1.
- 17.2 Bankruptcy. If Customer becomes insolvent, is unable to pay its debts when due, files for bankruptcy, is the subject of involuntary bankruptcy, has a receiver appointed, or has its assets assigned, Philips may cancel any unfulfilled obligations, or suspend performance; however, Customer's financial obligations to Philips shall remain in effect.
- 17.3 Assignment. Customer may not assign any rights or obligations in connection with the transactions contemplated by the quotation without the prior written consent of Philips, which consent shall not be unreasonably withheld, and any attempted assignment without such consent shall be of no force or effect. Notwithstanding the foregoing, either party shall be entitled to assign this Agreement, without the prior consent of the other party, to a (i) purchaser of a sale of a substantial amount of their assets to which this Agreement relates or to a (ii) different affiliated legal entity of a party to this Agreement or their parent company to support an internal reorganization of the assets of such party or such party's parent corporate legal entity; provided that, the assignee assumes all liabilities and obligations of the assignor and the assignor is not in breach of its payment obligations under this Agreement prior to such assignment.
- 17.4 Export Controls. Customer shall assume sole responsibility for obtaining any required export authorizations in connection with Customer's export of the products from the country of delivery. Customers located in the United States are not permitted to re-sell, rent, or in any other way distribute these products outside the United States, without Philips' prior written approval.
- 17.5 Governing Law.
- 17.6 Entire Agreement. These Terms and Conditions of Sale, the terms and conditions set forth in the quotation and the applicable Philips' product-specific warranty constitute the entire understanding and agreement by and between the parties with respect to the transactions contemplated by the quotation and supersede any previous understandings or agreements between the parties, whether written or oral, regarding the transactions contemplated by the quotation. The pricing in the quotation is based upon the terms and conditions in the quotation. No additional terms, conditions, consents, waivers, alterations, or modifications shall be binding unless in writing and signed by the parties. Customer's additional or different terms and conditions, whether stated in a purchase order or other document issued by Customer, are specifically rejected and shall not apply to the transactions contemplated by the quotation.
- 17.7 Headings. The headings in the quotation are intended for convenience only and shall not be used to interpret the quotation the validity and enforceability of the remaining provisions shall not be affected or impaired and shall continue in full force and effect.
- 17.8 Notices. Notices or other communications shall be in writing, and shall be deemed served if delivered personally, or if sent by facsimile transmission, by overnight mail or courier, or by certified mail, return receipt requested and addressed to the party at the address set forth in the quotation.
- 17.9 Performance. The failure of Customer or of Philips at any time to require the performance of any obligation will not affect the right to require such performance at any time thereafter. Course of dealing, course of performance, course of conduct, prior dealings, usage of trade, community standards, industry standards, and customary standards and customary practice or interpretation in matters involving the sale, delivery, installation, use, or service of similar or dissimilar products or services shall not serve as references in interpreting the terms and conditions of the quotation.
- 17.10 Obligations. Customer's obligations are independent of any other obligations the Customer may have under any other agreement, contract, or account with Philips. Customer will not exercise any right of offset in connection with the terms and conditions in the quotation or in connection with any other agreement, contract, or account with Philips.
- 17.11 Additional Terms. Product Specific Schedules are incorporated herein as they apply to the equipment listed in the quotation and their additional terms shall apply solely to Customer's purchase of the products specified therein. If any terms set forth in a Product Specific Schedule conflict with terms set forth in these Terms and Conditions of Sale, the terms set forth in the Product Specific Schedule shall govern.



LICENSED SOFTWARE

1. License Grant

- 1.1 Subject to any usage limitations for the Licensed Software set forth on the product description of the quotation, Philips grants to Customer a nonexclusive and non-transferable right and license to use the computer software package (Licensed Software) in accordance with the terms of the quotation and these Terms and Conditions of Sale. The License shall continue for as long as Customer continues to own the product, except that Philips may terminate the License if Customer is in breach or default of these Terms and Conditions of Sale and/or the quotation. Customer shall return the Licensed Software and any authorized copies thereof to Philips immediately upon expiration or termination of this License.
- 1.2 The License does not include any right to use the Licensed Software for purposes other than the operation of the product. Customer may make one copy of the Licensed Software in machine-readable form solely for backup purposes. Philips reserves the right to charge for backup copies created by Philips. Except as otherwise provided under Section 1.6, Customer may not copy, reproduce, sell, assign, transfer, or sublicense the Licensed Software for any purpose without the prior written consent of Philips. Customer shall reproduce Philips' copyright notice or other identifying legends on such copies or reproductions. Customer will not (and will not allow any third party to) decompile, disassemble, or otherwise reverse engineer or attempt to reconstruct or discover the product or Licensed Software by any means whatsoever.
- 1.3 The License shall not affect the exclusive ownership by Philips of the Licensed Software or of any trademarks, copyrights, patents, trade secrets, or other intellectual property rights of Philips (or any of Philips' suppliers) relating to the Licensed Software.
- 1.4 Customer agrees that only authorized officers, employees, and agents of Customer will use the Licensed Software or have access to the Licensed Software (or to any part thereof), and that none of Customer's officers, employees, or agents will disclose the Licensed Software, or any portion thereof, or permit the Licensed Software, or any portion thereof, to be used by any person or entity other than those entities identified on the quotation. Customer acknowledges that certain of Philips' rights may be derived from license agreements with third parties, and Customer agrees to preserve the confidentiality of information provided by Philips under such third-party license agreements. Philips acknowledges that the County is subject to public records legislation, including but not limited to Chapter 119, Florida Statutes, and the Florida Rules of Judicial Administration, and that any of the County's obligations under this Section may be superseded by its obligations under any requirements of said laws.
- 1.5 The Licensed Software shall be used only on the product(s) referenced in the quotation.
- 1.6 Customer may transfer the Licensed Software in connection with sale of the product to a healthcare provider who accepts all of the terms and conditions of this License; provided that Customer is not in breach or default of this License, the Terms and Conditions of Sale, or any payment obligation to Philips.

2. Modifications

- 2.1 If Customer modifies the Licensed Software in any manner, all warranties associated with the Licensed Software and the products shall become null and void. Customer installation of Philips issued patches or updates shall not be deemed to be modification. If Customer or any of its officers, employees, or agents should devise any revisions, enhancements, additions, modifications, or improvements in the Licensed Software, Customer shall disclose them to Philips, and Philips shall have a non-exclusive royalty-free license to use and to sub-license them.
- 2.2 The Licensed Software is licensed to Customer on the basis that (a) Customer shall maintain the configuration of the products as they were originally designed and manufactured; and (b) the product includes only those subsystems and components certified by Philips. The Licensed Software may not perform as intended on systems modified by other than Philips or its authorized agents, or on systems which include subsystems or components not certified by Philips. Philips does not assume any responsibility or liability with respect to unauthorized modification or substitution of subsystems or components.

Schedule 5
Therapeutic Care Capital Portfolio

Product Category	Products
Emergency Care & Resuscitation (ECR)	AEDs
	ALS Monitor/Defibrillators
Tempus LS	Tempus Pro Monitor
	Tempus LS Defibrillator
Emergency Care and Resuscitation	AED Consumables
	ALS Consumables

1. Prices

1.1 Unless stated otherwise on the face of the quotation, the quotation will remain valid for sixty (60) days unless withdrawn or changed prior to shipment by Philips.

2. Cancellation

2.1 The quotation is subject to change or withdrawal prior to written acceptance by Customer. All purchase orders issued by Customer are subject to acceptance by Philips. If Customer cancels an order prior to product shipment, Customer shall pay a cancellation charge of fifteen percent (15%) of the net order price. Orders are non-cancellable for Products shipped.

3. Delivery

4.1 Acceptance by Customer occurs upon delivery. Philips will make reasonable efforts to meet Customer's delivery requirements. If Philips is unable to meet Customer's delivery requirements, alternative arrangements may be mutually agreed. In the absence of such agreement, Customer's sole remedy is to cancel the order. If the Customer requests a major delay in the date of delivery of the product, Philips may attempt to arrange re-delivery within a reasonable time or may terminate the order.

4. Installation

5.1 Deployment and installation are Customer's responsibility.

5. Operating Software License

6.1 Purchase of a hardware product includes a license to use the software contained therein, which may not be reverse engineered, decompiled, altered or transferred. Customer agrees that it will not attempt to defeat any copy protection mechanism.

Schedule 6
Monitoring and Analytics (MA) &
Medical Consumables and Sensors (MCS) Portfolio

Product Category		Products Consumables and Sensors (non-serialized)
Patient Care	Medical Consumables and Sensors (MCS)	Accessories
		ECG Cables and Lead sets
		ECG Electrodes
		Fetal Measurements
		Gas Measurements
		NIBP Cuffs
		Paper
		SpO2
		Temperature
	Emergency Care and Resuscitation	AED Consumables
		ALS Consumables
	Newborn Solutions	Jaundice
		Calming and Soothing Therapy Support

1. Prices

- 1.1 Unless stated otherwise on the face of the quotation, the quotation will remain valid for sixty (60) days unless withdrawn or changed prior to shipment by Philips.

2. Cancellation

- 2.1 Quotation is subject to change or withdrawal prior to written acceptance by Customer. All purchase orders issued by Customer are subject to acceptance by Philips. If Customer cancels an order prior to product shipment, Customer shall pay a cancellation charge of fifteen percent (15%) of the net order price. Orders are non-cancellable for Products shipped.

3. Orders

- 4.1 Notwithstanding Section 7 of the Philips Terms and Conditions of Sale in the quotation, Philips reserves the right to charge a shipping fee for Medical Consumables and Sensors.
- 4.2 Orders for Medical Consumables and Sensors are accepted through:
- 4.2.1 Philips eStore: (<https://www.patientcare.shop.philips.com/>);
- 4.2.2 Phone: 800-225-0230, Option 1;
- 4.2.3 Email: medicalsupplies@philips.com; and
- 4.2.4 Fax: 1-800-947-3299

4. Return Policy

- 4.1 If there is a problem with an order, Philips wants to correct it as soon as possible. Please note the following instructions before returning merchandise to Philips.
- 4.1.1 The Customer Services Department of Philips Supplies Center in Nashville, TN must authorize all returns of medical supplies. Please call 1-800-225-0230 for a return authorization number. Customer shall pay all shipping charges for returns.
- 4.2 Returns after sixty (60) days of shipment shall be subject to a 15% restocking charge.
- 4.3 Philips does not accept returns of Consumables Products that have been opened, are expired or damaged. Please contact Philips at 1-800-225-0230 for guidance on any returns.



IntelliSpace Corsium Data Management Solution Agreement

Philips Healthcare, a division of Philips North America LLC (“**Philips**”) provides Subscription Service to (Customer Name) _____ located _____ at _____ (Address) _____ (“**Subscriber**” or “**Customer**”) according to these terms (the “**Agreement**”). This Agreement incorporates the following documents: (i) the Acceptable Use Policy, attached as Schedule A to this Agreement (the “**Acceptable Use Policy**”), (ii) the Service Level Agreement, attached as Schedule B to this Agreement (the “**SLA**”), and (iii) the Service Description that describes the Subscription the Customer is able to purchase and the applicable fees, which is attached hereto as Schedule C (the “**Service Description**”), (iv) the Transport Account Details setup form that provides the customer information needed to set up a Subscriber’s subscription is attached hereto as Schedule D (the “**Transport Account Details**”) and (v) Schedule E, Business Associate Addendum. The term “Subscription Agreement” or “Agreement” in any of these documents refers collectively to the entirety of this document. This Agreement will take effect as of the date of signature below (the “**Effective Date**”).

1. SUBSCRIPTION SERVICE

- 1.1 **Subscription Term.** The term of this Subscription is one year of access to the Subscription Service. Customer may extend the term by purchasing additional years of access. The subscription will begin on the first day of the month after the effective date and will continue until terminated by either party in accordance in Section 4 Subscription Service Termination.
- 1.2 **Subscription Fee.**
 - 1.2.1 All payments shall be made in accordance with the requirements of Section 218.70 et seq., Florida Statutes, “The Local Government Prompt Payment Act.” The County may dispute any payments invoiced by Contractor in accordance with the County’s Invoice Payments Dispute Resolution Process established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County’s Dispute Resolution Process. Philips will invoice and customer will pay subscription fees defined in the quotation, net Forty-five (45) days from date of invoice.
 - 1.2.2 **Payment Methods.** Payments may be made by check, ACH or wire. Philips does not accept transaction fees for wire transfers.
 - 1.2.3 If the quotation indicates net prices that are each associated with a payment method, then Philips will invoice Customer, and Customer will pay, the net price that corresponds to Customer’s elected payment method.
- 1.3 **Subscription Service.** Philips will provide Subscriber access to use the Subscription Service according to the Service Description during the Term. Philips account manager and Customer will complete the Transport Account Details Setup Form located in Schedule D to enable set up of Subscription Service.
- 1.4 Subscription Service may be updated at Philips’ discretion; however, Philips will notify Subscriber if there are updates that materially diminish the Services. Subscription does not guarantee additional future functionality or features.
- 1.5 **Provisioning.** Subscription Service may require implementation or configuration services. Subscriber must designate an administrator for Subscriber’s organization (the “**Administrator**”), who will be responsible for setting up the accounts, designating the roles, and determining the access levels of its employees and agents to the Subscription Service.
- 1.6 **Subscription Use.** Philips grants to Subscriber a nonexclusive, nontransferable right to use Subscription Service for Subscriber’s own internal business purposes, subject to these terms and conditions (“**Subscription**”). Subscriber is responsible for its use of and results from Subscription Service and will use Subscription Service according to Philips’ policies, and these terms and conditions.
- 1.7 **Data Storage.** Philips will provide Subscriber with 3GB/device/year of Data storage. Philips will notify the Subscriber if its use of such Data storage reaches the provided amount of Data storage. At any time, Subscriber may purchase additional storage. If Subscriber store more Data than the 3GB/device/year provided by Philips plus any additional purchased storage, then Philips may invoice (and Subscriber will pay) Subscriber for this additional Data storage at its then current rates (which will be provided to Subscriber upon request).
- 1.8 **Support.** Philips will deliver and support this Subscription Service globally, using hosting facilities in different locations across the world. Subscription Service includes email and telephone support Customer Care Solutions Center (CCSC) (1-800-722-9377) Monday through Friday, 8am EST – 8pm EST twelve (12) hours a day, and according to Philips’ current support policies, which is attached as Schedule B and these terms:
 - 1.8.1 Philips’ standard support generally includes: (1) commercially reasonable efforts to resolve problems that cause Application functionality not to perform substantially as described in the Documentation; (2) remote assistance and troubleshooting advice for trained Subscriber personnel to determine cause and address technical problems with Subscription Service; (3) information and status updates for known Application functionality technical issues; and (4) periodic “as available” updates or upgrades to Subscription Service. Subscriber may need to identify the User to Philips for electronic access to test a problem condition or assist in problem resolution. Support may be unable to resolve minor or partial loss of functionality, intermittent problems, or minor degradation of operations.
 - 1.8.2 The distributor or Philips Field Sales organization provides telephone and email support for Subscription Service as defined in your agreement with them. As applicable, Philips or the authorized Philips distributor will use commercially reasonable efforts to respond to support requests as soon as possible. Subscription Service and support may be unavailable due to scheduled downtime, maintenance, or circumstances beyond Philips’ reasonable control. Philips may schedule downtime at any time if Philips reasonably determines that not acting immediately could be harmful to Philips or Subscriber. Philips will use commercially reasonable efforts to contact the Technical Contact listed as Administrator within an organizations account prior to any scheduled downtime.
 - 1.8.3 Philips is not responsible or liable for support or Subscription Service interruption or problems due to: (1) Subscriber systems, information, content, software, scripts, data, files, application programming, web servers or service, materials, equipment, acts or omissions of Subscriber or its agents; (2) virus or hacker attacks; (3) circumstances beyond Philips’ reasonable control; (4) intentional shutdown for emergency intervention or security incidents; (5) Subscriber configuration changes; (6) Subscriber’s failure to comply with Philips’ security and upgrade policies; (7) internet or other connectivity issues between Subscriber’s network and Subscription Service or Philips’ network, or any other network unavailability outside of the Philips network; (8) Subscriber’s untrained use of the Subscription Services; (9) Subscriber’s use of Subscription Service not in



accordance with this Agreement; (10) Subscriber's failure to comply with the Acceptable Use Policy; (11) acts or omissions of a party other than Philips.

1.9 Training. Philips will provide training on (i) the use of the Subscription Service and (ii) uploading data from devices to the Subscription Service.

1.10 Service Level Agreement. Philips will provide the service support described in the SLA.

2. SUBSCRIBER RESPONSIBILITIES

2.1 Subscriber will:

- 2.1.1 Be responsible for its activity through Subscription Service and ensure Users comply with these terms;
- 2.1.2 At termination of the agreement, be responsible for (a) the export of any patient data that Subscriber wants to retain and (b) delete of all subscribers' data. After the termination of the agreement period, (i) Subscriber will not be able to access the Subscriber's data and (ii) Philips will have no obligation to provide Subscriber with any of Subscriber's data. Philips cannot guarantee that it will be able to access Subscriber's data, and any attempt would be on a time and materials basis;
- 2.1.3 use current Subscription Service and install and use Client Software and any updates according to the Documentation and these terms;
- 2.1.4 be responsible for the accuracy, quality, legality, integrity, ownership, and acquisition of Subscriber Data;
- 2.1.5 prevent unauthorized access to Subscription Service and Client Software, Subscriber User credentials, IDs, and passwords;
- 2.1.6 comply with laws and regulations in using Subscription Service and Client Software, including data privacy, transmission of technical or personal data, and spam;
- 2.1.7 notify Philips immediately of unauthorized access to, or known or suspected breach of security for, Subscription Service or Client Software, and use reasonable efforts to immediately stop unauthorized access or a known or suspected violation of law or these terms;
- 2.1.8 be responsible for properly configuring, programming and operating Subscriber's hardware, software, web sites, content, telephone, and internet connections to allow access to, and use of, Subscription Service and Client Software;
- 2.1.9 comply with Philips' Acceptable Use Policy (attached as Schedule A) for using Subscription Service and Client Software; and
- 2.1.10 ensure that Users are adequately trained to use Subscription Service.

2.2 Subscriber will not:

- 2.2.1 make Subscription Service, Client Software, or Documentation available other than to its Users; sell, resell, rent, lease, or sublicense Subscription Service¹, Documentation, or Client Software; or use Subscription Service to provide time share or other services to third parties;
- 2.2.2 permit a third party to access Subscription Service, Documentation, or Client Software, excluding "Support Centers" permitted by Philips;
- 2.2.3 create derivative works based on Subscription Service, Documentation or Client Software, copy, frame or mirror any part of Subscription Service, other than copying or framing Subscriber's data content or intranets for Subscriber's internal business operations;
- 2.2.4 reverse engineer Subscription Service or Client Software;
- 2.2.5 access Subscription Service to build a competitive product, service, or to bring an intellectual property infringement suits against Philips, or copy features, functions or graphics of Subscription Service;
- 2.2.6 use Subscription Service to store or transmit infringing, libelous, or unlawful or tortious material or transmit material in violation of privacy rights;
- 2.2.7 alter Client Software's copyright or other proprietary rights notices;
- 2.2.8 use Subscription Service in violation of Philips' Acceptable Use Policy (see Schedule A); or
- 2.2.9 assert, nor authorize any third party to assert, an intellectual property infringement claim related to the Subscription Service against Philips or any Philips affiliate.

3. SUBSCRIBER DATA

- 3.1 Processing.** Philips will use and process Subscriber Data to the extent necessary for the performance of the Subscription and/or Professional Services. Philips will also collect Subscriber Data that results from the performance of the Subscription Service, including data related to any error, issue, enhancement or operation of the Services, provided that the forgoing does not contain personally identifiable information, and the data that Philips would have independent of Subscriber's use of the Services, ("**Philips Data**") and Subscriber agrees that Philips shall have all rights and ownership in such Philips Data. Subscriber acknowledges that it may be necessary for Philips to access Subscriber Data to respond to any technical problems or Subscriber queries and to ensure the proper working of the Subscription Services. Philips will deliver and support this Subscription Service within the United States.
- 3.2 Warranty.** Subscriber represents and warrants that Subscriber has either ownership or sufficient permission to provide Subscriber Data to Philips for processing as part of the Subscription Service, and that provision of Subscriber Data to Philips will not violate any law, or proprietary or privacy right of any individual.
- 3.3 Protection.** Philips will maintain commercially reasonable administrative, physical, and technical safeguards for protection of Subscription Service that includes Subscriber Data. Any obligation of Philips hereunder notwithstanding, the security of communication sent over the Internet is subject to many factors outside of Philips' control and, as a result, Philips does not guarantee the security or privacy of such communication. Subscriber is solely responsible for the accuracy, security and privacy of the provision of Subscriber Data to Philips. Subscriber acknowledges that Subscriber's own protection of any passwords, access codes or equipment used by Subscriber to access the Subscription Service is an integral part of maintaining the security and integrity of the Subscription Service and Subscriber Data. Philips is not otherwise responsible for transmission of Subscriber Data over the Internet or Subscriber's failure to back up or store Subscriber Data, or deletion, correction, destruction, damage to or loss of Subscriber Data, other than to maintain the specified safeguards.



- 3.3.1 Backup of Data.** Philips will back-up a copy of all customer data via snapshot. Snapshot are performed automatically daily. Snapshot retention is set to thirty-five (35) days. In case of loss of data from the production instance, Philips will restore the data to each day in the prior thirty-five (35) days preceding the loss of data.
- 3.3.2 Backup of Database.** Philips will automatically back-up the database once per day and will retain each back-up for a maximum of thirty-five (35) days.
- 3.3.3 Disaster Recovery Warranty.** In the event of a loss of data, Philips will use reasonable efforts to restore the most recent stack within ninety-six (96) hours of notice of a loss of data. Philips will use reasonable efforts to make each additional stack available in ninety-six (96)-hour increments thereafter until all data is available. If Philips was not responsible for the loss of data, then Philips may invoice (and Subscriber will pay) Subscriber for this effort to restore the lost data at its then current rates (which will be provided to Subscriber upon request).
- 3.3.4** If Subscriber requests that its data be restored and Philips is not responsible for the data loss, then Philips will invoice (based on reasonable commercial rates) and Subscriber will pay for such restoration.
- 3.4 Termination.** Philips may withhold, remove, or discard Subscriber Data without notice thirty (30) days following termination of this Agreement. Subject to applicable Florida law.
- 3.5 Feedback.** Subscriber grants Philips a royalty-free, worldwide, perpetual license to use and incorporate into Subscription Service any suggestion, idea, enhancement, feedback, or recommendation Subscriber provides relating to Subscription Service.
- 3.6 BAA.** The Parties will enter into a Business Associate Agreement, substantially in the form attached as Schedule E.

4 SUBSCRIPTION SERVICE TERMINATION

- 4.1** This Agreement will terminate if:
 - 4.1.1** Immediately, if Subscriber breaches any of its obligations in Section 2b.
 - 4.1.2** At the end of the Term, but only if a Party notifies the other Party that it does not want to extend the Term and such notice is provided at least thirty (30) days before the end of the Term.
 - 4.1.3** Notwithstanding any other provision herein, the Subscriber may terminate this Agreement, without cause, by giving thirty (30) days advance written notice to Philips of its election to terminate this Agreement pursuant to this provision.
- 4.2** Upon termination (i) Subscriber's right to use Subscription Service ends, (ii) Subscriber will cease using Subscription Service and, at Philips's direction, return or destroy Philips Confidential Information and Documentation, and (iii) Subscriber will immediately pay Philips all Fees due.

5 LIMITED WARRANTY AND DISCLAIMER.

- 5.1** EXCEPT AS SET FORTH IN SECTIONS 5(a) AND (b), PHILIPS, ITS AFFILIATES AND LICENSORS DISCLAIM ALL OTHER REPRESENTATIONS, WARRANTIES AND GUARANTEES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, FOR SUBSCRIPTION SERVICE, DOCUMENTATION AND CLIENT SOFTWARE, THEIR USE, SUFFICIENCY, SECURITY, RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, AVAILABILITY, ACCURACY, OR COMPLETENESS, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, (i) MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, OR (ii) THAT SUBSCRIPTION SERVICE OR CLIENT SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM, OR DATA; (iii) STORED DATA WILL BE ACCURATE OR RELIABLE; (iv) THE INFORMATION, RESULTS OR MATERIAL OBTAINED BY SUBSCRIBER THROUGH SUBSCRIPTION SERVICE WILL MEET SUBSCRIBER'S REQUIREMENTS OR EXPECTATIONS; (v) ERRORS OR DEFECTS WILL BE CORRECTED; OR (vi) SUBSCRIPTION SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.
- 5.2** OTHER THAN AS SPECIFIED IN SECTION 5(a) ABOVE, PHILIPS PROVIDES SUBSCRIPTION SERVICE, CLIENT SOFTWARE, DOCUMENTATION, AND ALL CONTENT TO SUBSCRIBER STRICTLY ON AN "AS IS", "AS AVAILABLE" BASIS. SUBSCRIPTION SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. PHILIPS IS NOT RESPONSIBLE FOR RESULTING DELAYS, DELIVERY FAILURE, OR DAMAGES. THIS SECTION 5 AND SECTION 6(c) SPECIFY PHILIPS'S SOLE LIABILITY AND SUBSCRIBER'S EXCLUSIVE REMEDY FOR A SUBSCRIPTION SERVICE, CLIENT SOFTWARE OR DOCUMENTATION WARRANTY CLAIM.

6 LIMITATION OF LIABILITY

- 6.1** PHILIPS, ITS AFFILIATES AND LICENSORS ("PHILIPS") ARE NOT LIABLE FOR: (i) INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE OR INCIDENTAL DAMAGES; (ii) DAMAGES FOR, WITHOUT LIMITATION, INTERRUPTION OF BUSINESS OR OPERATIONS, COST OF COVER, LOST PROFITS, DATA, GOODWILL, BUSINESS OR REVENUE; OR (iii) A CLAIM BROUGHT MORE THAN 12 MONTHS AFTER THE EVENT GIVING RISE TO THE CLAIM.
- 6.2** PHILIPS IS LIABLE FOR A CLAIM OR DAMAGES, DIRECT OR INDIRECT, FOR BREACH OF CONFIDENTIALITY ONLY AS A DIRECT RESULT OF PHILIPS'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AS DETERMINED BY A COURT OF COMPETENT JURISDICTION, AND SUBJECT TO THE LIMITATIONS OF SECTIONS 6(a) AND (c)
- 6.3** NOTWITHSTANDING ANY PROVISION TO THE CONTRARY, EXCEPT FOR A CLAIM FOR DEATH, BODILY INJURY, TANGIBLE PROPERTY DAMAGE, OR WILLFUL MISCONDUCT, PHILIPS'S AGGREGATE LIABILITY FOR ANY CLAIM OR DAMAGES FOR ANY REASON, UNDER ANY THEORY OF LIABILITY, INCLUDING, WITHOUT LIMITATION, WARRANTY, BREACH OF CONTRACT, TORT, MISREPRESENTATION OR NEGLIGENCE, FOR USE OR PERFORMANCE OF SUBSCRIPTION SERVICE, CLIENT SOFTWARE OR OTHERWISE, WHETHER FORESEEABLE OR NOT, OR WHETHER A REMEDY FAILS TO ACHIEVE ITS ESSENTIAL PURPOSE, IS LIMITED TO ACTUAL, DIRECT DAMAGES NOT EXCEEDING THE AMOUNT SUBSCRIBER PAID FOR THE PRIOR 12 MONTHS FOR THE SPECIFIC SUBSCRIPTION SERVICE GIVING RISE TO THE CLAIM. PHILIPS'S FAILURE TO EXERCISE A RIGHT OR REMEDY IS NOT A WAIVER. THIS SECTION 6 SPECIFIES PHILIPS'S SOLE LIABILITY AND SUBSCRIBER'S EXCLUSIVE REMEDY FOR A CLAIM BROUGHT AGAINST PHILIPS.



7 INTELLECTUAL PROPERTY OWNERSHIP

- 7.1 Philips, its affiliates or licensors own and retain all right, title and interest in all Intellectual Property in Subscription Service, Client Software, Documentation and all derivative works or modifications to the forgoing. Philips reserves the right to enforce all its rights and remedies to protect its Intellectual Property.

8 CONFIDENTIALITY

- 8.1 Confidential Information.** Whether or not disclosed orally or marked as confidential, Confidential Information includes the Agreement, Order Forms, Subscription Service, non-public data, Intellectual Property, and Philips's proposals, specifications, manuals, product, service, or Application roadmaps, financial data, pricing, and benchmark test results. Confidential Information does not include information that is: (i) publicly available without breach of the Agreement; (ii) reasonably shown to disclosing party's satisfaction by objective data to have been known by receiving party prior to disclosure or independently developed by receiving party subsequent to disclosure without breach of the Agreement; or (iii) obtained by receiving party from a third party that is not under confidentiality obligation to disclosing party for the information. Receiving party will promptly notify disclosing party if it is compelled by law or a court to disclose Confidential Information and take reasonable actions requested to maintain its confidentiality.
- 8.2 Non-disclosure.** Receiving party will use disclosing party's Confidential Information solely to perform its obligations under the Agreement. Receiving party will take commercially reasonable actions to safeguard disclosing party's Confidential Information, no less than the actions taken to protect its own Confidential Information. Receiving party must not disclose disclosing party's Confidential Information except to its employees or contractors bound by confidentiality obligations no less restrictive than these terms. Receiving party must promptly notify disclosing party in writing of unauthorized use or disclosure of Confidential Information.
- 8.3 Notwithstanding anything to the contrary in Section 9, this Section 9 shall be read to comply with applicable Florida law, including Ch. 119**

9 MISCELLANEOUS

- 9.1 Agreement.** This Subscription Agreement, the Professional Services Terms (if applicable) and any Service Descriptions defined in Schedule C are the entire agreement governing Subscriber's purchase and use of Subscription Service, and supersedes all other oral or written terms, proposals or representations regarding the subject matter of a Service Description. The terms of the Subscription Agreement can only be modified by written amendment signed by both parties.
- 9.2 Assignment.** Subscriber may not assign the Subscription Agreement, a Service Description, its obligations, rights or remedies, in whole or in part, without Philips' prior written approval, in its sole discretion.
- 9.3 Force Majeure.** Neither party is liable for delay or failing to perform its obligations due to a cause beyond its reasonable control and without fault or negligence, except Subscriber's timely payment obligation.
- 9.4 Governing Law.** All transactions contemplated by the quotation shall be governed by the laws of the state where the equipment will be installed, without regard to that state's choice of law principles, and expressly excluding application of the Uniform Computer Information Transactions Act (UCITA), in any form.
- 9.5 Export.** Subscriber will comply with U.S., foreign, and international laws and regulations including, without limitation, U.S. Export Administration and Treasury Department's Office of Foreign Assets Control regulations, and other export and import regulations. Subscriber agrees: (i) the export, re-export, transfer, re-transfer, sale, supply, access to, or use of Trial Subscription Service to or in a country other than the country in which Trial Subscription Service is provided to Subscriber, or to, by, or for a different end user or end use, may require a U.S. or other government license or authorization; and (ii) not to, directly or indirectly, export, re-export, transfer, re-transfer, sell, supply, or allow access to or use of Trial Subscription Service to, in, by, or for sanctioned, embargoed, or prohibited countries, persons, or end use under U.S. or other law (collectively, "**Prohibited Use**"). Subscriber is responsible to ensure that there is no Prohibited Use and shall obtain all required licenses or authorizations. Philips may terminate the Agreement and Trial Subscription Service immediately if Philips determines, in its sole discretion, that Subscriber has breached, intends to breach, or insists upon breaching these terms.
- 9.6 Language.** The parties agree that the Agreement and all related documents are in English.
- 9.7 No Agency.** Each party is an independent contractor and may not commit the other party without written authorization. The Subscription Agreement does not create an employment, joint venture, partner, or agency relationship.
- 9.8 Notice.** Notice and consent must be in writing signed by a party's authorized representative, sent to the address on the Order Form or otherwise specified in writing by a party. Notice must be sent by mail or overnight courier with return receipt, and is effective one (1) business day after being sent by overnight courier or three (3) business days after being sent by mail.

10 DEFINITIONS

- 10.1 Administrator** means the person Customer designates to set up the Customer's employees' accounts, designate roles, and determine the access levels of its employees and agents to the Subscription Service.
- 10.2 Application** means the functionality described in the Service Description, including modifications, revisions, upgrades, language versions and enhancements, and which is provided as part of the Subscription Service.
- 10.3 Confidential Information** means information, in any form or medium, that is proprietary and confidential to a party and is marked as confidential, or not marked but by its nature or treatment by its owner should reasonably be considered to be confidential.
- 10.4 Day** means calendar day unless business day is specified.
- 10.5 Documentation** means Philips's current published technical specifications for Applications available as Subscription Service.
- 10.6 Intellectual Property** means all intellectual property worldwide, including, without limitation, inventions, patents, copyrights, trademarks, service marks, trade names, trade secrets, know-how, moral rights, licenses and other intangible proprietary or property rights, registered or not, under statute and/or common law.
- 10.7 Professional Services** means Philips' time and materials provided for consulting services such as standard installation, integration, application development, or configuration services.
- 10.8 Start Date** means the date a Subscription Service is available for Subscriber's use.
- 10.9 Subscriber Data** means any information and data that Subscriber transmits or processes through Subscription Service.



10.10 Subscription Service means a Philips Application and Documentation made available as a service by Subscription.

10.11 Term means a period beginning on a Start Date during which Philips will provide Subscription Service to Subscriber and ending as described in Section 1a.

10.12 Target Start Date means the planned Start Date for Subscription Service to be activated for Subscriber.

10.13 User Named User authorized by Subscriber to use Subscription Service for Subscriber's internal business purposes.

The parties each understand and are bound by these terms, including the terms of the Business Associated Addendum attached hereto in Schedule E. This is not a consumer agreement. The parties consent to electronic signature; the Agreement may not be invalidated on the basis that the documents and signatures were electronically provided.

Accepted and agreed by:

Customer

Signature:

Printed Name:

Title:

Date:

Schedule A - Acceptable Use Policy (AUP)

Revision date March 21, 2018

This Acceptable Use Policy (“**AUP**”) is part of the Contract. PHILIPS may suspend or terminate the Services for violation of this AUP.

AWS Infrastructure

As the Services are hosted on Amazon Web Services (“AWS”) infrastructure, the AWS Acceptable Use Policy, as it may be modified by the relevant Amazon group company from time to time, is applicable and is incorporated by reference in this AUP. As of the revision date of this AUP, the AWS Acceptable Use Policy is published at <https://aws.amazon.com/aup/>. For purposes of this AUP, the term “Services” as used in the AWS Acceptable Use Policy means the ClearDATA Services (as defined in the Contract) that include the AWS hosted cloud environment.

In addition to the policies stated in the AWS Acceptable Use Policy, PHILIPS and the Customer must adhere to agreed security measures as detailed in the Contract, and otherwise adhere to current industry best practices appropriate to the Services.

PHILIPS may suspend or terminate services or access to a cloud environment, or both, as reasonably necessary to respond to an AUP enforcement action or request made by AWS or its affiliates for any suspected breach of this Contract.

Modifications

PHILIPS may modify this AUP by giving the Customer a minimum of thirty (30) days’ written notice and providing the Customer with a copy of its revised AUP.

Schedule B - Service Level Agreement (Philips IntelliSpace Corsium)

1 Interpretation

The following definitions and rules of interpretation apply in this schedule.

1.2 Definitions.

Support Hours: 8 am EST – 8 pm EST.

Support Services: technical support services to a Customer regarding its use of Corsium pursuant to the Contract.

1.3 Defined Terms.

All initial capitalized terms in this schedule shall have the meaning given to them in the Corsium Terms of Service.

2 Availability

2.1 PHILIPS will use commercially reasonable efforts to make Corsium available twenty-four (24) hours a day, seven days a week, but as with all software/cloud based products, it cannot guarantee that Corsium is continuously error-free or uninterrupted, particularly during planned or unscheduled maintenance. PHILIPS may at its sole discretion revert to a previous version of Corsium. In addition, PHILIPS will not be responsible for unavailability or interruption due to:

- the Customer 's or third-party hardware or software;
- the Customer 's or third party's failure to follow reasonable instructions in relation to the use of Corsium or to adhere to any required configurations, use supported platforms or policies for acceptable use;
- unauthorized action or inactions by the Customer or a third party;
- issues relating to pre-release, beta, discretionary or trial services or functionality; or
- delays or failures resulting from the transfer of data over communications networks and facilities, including the internet.

2.2 The Customer acknowledges that PHILIPS may at any time, at its sole discretion and without notice (a) suspend Corsium for repair, maintenance or improvement, which PHILIPS shall restore as quickly as is reasonably possible; (b) make available such updates, upgrades, bug fixes, enhancements or other changes which PHILIPS feels appropriate; (c) extend, enhance or change any part of Corsium; (d) make available additional functionality, services or data and these discretionary services may be withdrawn at any time without notice.

3 Support

PHILIPS will support the Customer 's use of Corsium as described in the Contract and the Documentation provided by PHILIPS to the Customer . PHILIPS will use commercially reasonable efforts to rectify any specified faults or problems as quickly as practicable and to meet the specified response times.

If the Customer has purchased Corsium through an intermediary, PHILIPS may require the Customer to, at PHILIPS's direction, contact the intermediary to raise a Support Services request.

Support Services may be provided either directly by PHILIPS or by PHILIPS approved affiliates and partners who may be located outside of the United Kingdom.

Support Service requests can be logged with PHILIPS at any time using the methods and contact details as indicated by PHILIPS from time to time, or in accordance with any more specific procedures PHILIPS have agreed with the Customer for interactions related to the Customer 's account.

4 Cloud Infrastructure

The cloud infrastructure underpinning Corsium consists of Amazon Web Services, Inc.'s ("**AWS**") compute, storage, database and networking services. PHILIPS does not independently guarantee the performance of the AWS cloud infrastructure, but PHILIPS receives the benefit of a robust AWS service level agreement which offers extremely high rates of service uptime. As of the Effective Date, the applicable AWS SLAs may be found at the following locations, or other such locations as specified by AWS from time to time:

- <http://aws.amazon.com/ec2/sla/>
- <http://aws.amazon.com/s3/sla/>
- <http://aws.amazon.com/rds/sla/>
- <http://aws.amazon.com/route53/sla/>

Schedule C—Service Description

SUBSCRIPTION TERM

Subscription terms begin on the first of the month after the signing of the contract. Subscriber agrees to the following subscription terms
This Service Description is subject to review and reasonable notice shall be provided.

Product/Service	12NC	RDT Part Number	Product/Service Description
IntelliSpace Corsium Reachbak (8*5)	989706010001	05-2068	Enables the operator of the Tempus Pro to send live monitoring data, SRoC events and 12-lead ECG recordings to the IntelliSpace Corsium support center. It also allows the transmission of Tempus LS resuscitation data and Tempus Pro continuous waveform data (only provisioned during resuscitation). It enables two-way communication. Following the transmission of the 12-lead ECG, the IntelliSpace Corsium user can send ECG review results back to the to the Tempus Pro, and the Tempus Pro operator to send review acknowledgements back to IntelliSpace Corsium. Includes support 8*5- annual cost.
IntelliSpace Corsium Support Centre Account	989706010002	05-2069	An account for a remote support center to be able to allocate and manage their own data reviewers. This is only for accounts who are working with multiple transport providers and want one web interface.
IntelliSpace Corsium Reachbak (24*7)	989706010005	05-2071	Enables the operator of the Tempus Pro to send live monitoring data, SRoC events and 12-lead ECG recordings to the IntelliSpace Corsium support center. It also allows the transmission of Tempus LS resuscitation data and Tempus Pro continuous waveform data (only provisioned during resuscitation). It enables two-way communication. Following the transmission of the 12-lead ECG, the IntelliSpace Corsium user can send ECG review results back to the to the Tempus Pro, and the Tempus Pro operator to send review acknowledgements back to IntelliSpace Corsium. Includes support 24*7 - annual cost. Allow hospital to view data from multiple transport providers

Support Centre Account Setup Details

The account setup form is required to capture the key account information. Upon completion, this form is to be submitted to Philips RDT for setting up a new IntelliSpace Corsium customer support center account.

Account Details	
Support Centre Name ¹	
Department	
Address	
Country	
Organization Email Domain (This must be unique to the organization name, e.g.: abc.com)	
Language	(currently available: English; Dutch; Italian; Czech; Norwegian; German; French; Spanish; Swedish; Polish)
Transport account name ²	

¹ – A short version of the organization name may be used as the URL, this will be determined at RDT to be unique to the customer account, i.e. www.corsium.eu/<OrganisationName>

² – Name of the Transport account that requested the Support Centre to be added.

Schedule E - HIPAA BUSINESS ASSOCIATE AGREEMENT

This Agreement (“Agreement”) is entered into by and between Philips Healthcare, (“Business Associate”) and Pinellas County and the Pinellas County Emergency Medical Services Authority, d/b/a SUNSTAR EMS (“Covered Entity”).

RECITALS

WHEREAS, Business Associate performs functions, activities, or services for, or on behalf of Covered Entity, and Business Associate receives, has access to or creates Health Information in order to perform such functions, activities, or services;

WHEREAS, Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996, as amended, and regulations promulgated thereunder (“HIPAA”), including but not limited to, the Standards for Privacy of Individually Identifiable Health Information and the Security Standards for the Protection of Electronic Protected Health Information found at 45 Code of Federal Regulations Parts 160, 162 and 164;

WHEREAS, the Health Information Technology for Economic and Clinical Health Act (“HITECH”), part of the American Recovery and Reinvestment Act of 2009 (“ARRA”), amended provisions of HIPAA widening the scope of privacy and security protections available under HIPAA, increases the potential for legal liability and provides for more enforcement; and

WHEREAS, HIPAA requires Covered Entity to enter into a contract with Business Associate to provide for the protection of the privacy and security of Health Information, and HIPAA prohibits the disclosure to or use of Health Information by Business Associate if such a contract is not in place; and

WHEREAS, on March 26, 2013, the Department of Health and Human Services (“HHS”) HIPAA Omnibus Final Rule became effective, modifying the requirements for Business Associates and Business Associates Agreements.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing which are hereby acknowledged and incorporated herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

ARTICLE I DEFINITIONS

1.1 Catch-all definition: The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

1.2 “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean Philips Healthcare.

1.3 “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean Pinellas County and the Pinellas County Emergency Medical Services Authority, d/b/a SUNSTAR EMS.

1.4 “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

1.5 “Privacy Regulations” means the Standards for Privacy of Covered Individually Identifiable Health Information, 45 Code of Federal Regulations Parts 160 and 164, promulgated under HIPAA.

1.6 “Services” means the services provided by Business Associate pursuant to the Underlying Agreement(s), or if no such agreement(s) are in effect, the services Business Associate performs with respect to the Covered Entity.

1.7 “Underlying Agreement” means the Electrocardiograph (ECG) Monitors, Defibrillators and Services Agreement executed by the Covered Entity and Business Associate, if any.

ARTICLE II OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

2.1 Business Associate agrees to:

2.1.1 Not Use or Disclose Protected Health Information other than as permitted or required by the Agreement or as required by law;

2.1.2 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 Protected Health Information other than as provided for by the Agreement;

2.1.3 Report to Covered Entity any Use or Disclosure of Protected Health Information not provided for by the Agreement of which it becomes aware, including breaches of unsecured Protected Health Information as required at 45 CFR 164.410, and any security incident of which it becomes aware;

2.1.3.1 The initial report shall be made by telephone call to the Covered Entity within forty-eight (48) hours from the time the Business Associate becomes aware of the non-permitted Use or Disclosure, followed by a written report to covered Entity no later than five (5) calendar days from the date the Business Associate becomes aware of the non-permitted Use or Disclosure; and

2.1.3.2 Business Associate will handle breach notifications to individuals, the HHS Office for Civil Rights (OCR), and potentially the media, on behalf of the Covered Entity only when so directed by the Covered Entity or required by law.

2.1.4 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;

2.1.5 Make available protected health information in a designated record set to the Covered Entity as necessary to satisfy Covered Entity’s obligations under 45 CFR 164.524;

2.1.5.1 Requests received by the Business Associate directly from an individual seeking access to protected health information in a designated record set will be forwarded to

the Covered Entity within two (2) business days to allow the Covered Entity to process the request.

- 2.1.6 Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the covered entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy covered entity's obligations under 45 CFR 164.526;
 - 2.1.6.1 Requests for amendment that the Business Associate receives directly from the individual will be forwarded to the Covered Entity within two (2) business days to allow the Covered Entity to process the request.
 - 2.1.6.2 Business Associate shall to incorporate any amendments to the information in the designated record set within two (2) business days.
- 2.1.7 Maintain and make available the information required to provide an accounting of disclosures to the Covered Entity within two (2) business days, as necessary to satisfy Covered Entity's obligations under 45 CFR 164.528 regardless of whether the business associate received the request for an accounting of disclosures directly from the individual, or the Covered Entity made the Business Associate aware of such a request received by the Covered Entity;
 - 2.1.7.1 For each Disclosure that requires an accounting, Business Associate shall track the information required by the Privacy Regulations and shall securely maintain the information for six (6) years from the date of the Disclosure.
- 2.1.8 To the extent the business associate is to carry out one or more of covered entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s); and
- 2.1.9 Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.
- 2.2 Initial Effective Date of Performance. The obligations created under this Agreement shall become effective immediately upon execution of this Agreement or the agreement to which it is appended.
- 2.3 Permitted Uses and Disclosures of Protected Health Information.

2.2 Business Associate may only:

- 2.2.1.1 Use and Disclose Protected Health Information as necessary to perform Services for, or on behalf of Covered Entity. Provide electrocardiograph (ECG) monitors, defibrillators and services to support the clinical requirements of the Pinellas County Emergency Medical Services (EMS) and Fire Administration in accordance with the Underlying Agreement;
- 2.2.1.2 Use Protected Health Information to create aggregated or de-identified information (in accordance with the requirements of the Privacy Regulations);
- 2.2.1.3 Use or Disclose Protected Health Information (including aggregated or de-identified information) as otherwise directed by Covered Entity consistent with covered entity's minimum necessary policies and procedures, provided that Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in a manner that would not be permissible if done by Covered Entity;
- 2.2.1.4 Use or Disclose Protected Health Information as required by law;
- 2.2.1.5 Business Associate shall not Use Health Information for any other purpose, except that if necessary, Business Associate may Use Health Information for the proper management and administration of Business Associate or to carry out its legal responsibilities; provided that any Use or Disclosure described herein will not violate the Privacy Regulations or Florida law if done by Covered Entity.

2.2.1.6 Except as otherwise limited in this Agreement, Business Associate may Disclose Health Information for the proper management and administration of the Business Associate, provided that with respect to any such Disclosure either (a) the Disclosure is required by law (within the meaning of the Privacy Regulations) or (b) the Disclosure would not otherwise violate Florida law and Business Associate obtains reasonable written assurances from the person to whom the information is to be Disclosed that such person will hold the information in confidence and will not Use or further Disclose such information except as required by law or for the purpose(s) for which it was Disclosed by Business Associate to such person, and that such person will notify Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

- 2.3 Adequate Safeguards for Health Information. Business Associate warrants that it shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Health Information in any manner other than as permitted by this Agreement.
- 2.4 Mitigation. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Health Information by Business Associate in violation of the requirements of this Agreement.

ARTICLE III OBLIGATIONS OF COVERED ENTITY

3.1 Privacy Notice. Covered Entity shall notify Business Associate of any limitation(s) in Covered Entity's notice of privacy practices to the extent such limitation(s) may affect Business Associate's Use or Disclosure of Health Information.

ARTICLE IV TERM AND TERMINATION

4.1 Term. Subject to the provisions of Sections 4.2 and 4.3, the term of this Agreement shall be the term of the Underlying Agreement(s).

4.2 Termination for Cause. Upon Covered Entity's knowledge of a material breach of this Agreement by the Business Associate, Covered Entity shall either:

a. notify Business Associate of the breach in writing, and provide an opportunity to cure the breach or end the violation within ten (10) business days of such notification; provided that if Business Associate fails to cure the breach or end the violation within such time period to the satisfaction of Covered Entity, Covered Entity shall have the right to immediately terminate this Agreement and the Underlying Agreement(s) upon written notice to Business Associate;

b. upon written notice to Business Associate, immediately terminate this Agreement and the Underlying Agreement(s) if Covered Entity determines that such breach cannot be cured; or

c. if Covered Entity determines that neither termination nor cure is feasible, the Covered Entity shall report the violation to the Secretary.

4.3 Termination for Breach of Section 5.2. Covered Entity may terminate the Underlying Agreement(s) and this Agreement upon thirty (30) days written notice in the event (a) Business

Associate does not promptly enter into negotiations to amend this Agreement when requested by Covered Entity pursuant to Section 5.2 or (b) Business Associate does not enter into an amendment to this Agreement providing assurances regarding the safeguarding of Health Information that the Covered Entity, in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA.

4.4 Disposition of Health Information Upon Termination or Expiration. Upon termination or expiration of this Agreement, Business Associate shall either return or destroy, in Covered Entity's sole discretion and in accordance with any instructions by Covered Entity, all Protected Health Information in the possession or control of Business Associate and its agents and subcontractors. In such event, Business Associate shall retain no copies of such Protected Health Information. However, if the Business Associate determines that neither return nor destruction of Protected Health Information is feasible, Business Associate shall notify Covered Entity of the conditions that make return or destruction infeasible, and may retain Protected Health Information provided that Business Associate (a) continues to comply with the provisions of this Agreement for as long as it retains Protected Health Information, and (b) further limits Uses and Disclosures of Protected Health Information to those purposes that make the return or destruction of Protected Health Information infeasible.

4.5 Survival. The obligations of Business Associate under this Article IV shall survive the termination of this Agreement.

ARTICLE V MISCELLANEOUS

5.1 Amendment to Comply with Law. The parties acknowledge that state and federal laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA and other applicable laws relating to the security or confidentiality of Health Information. The parties understand and agree that Covered Entity must receive satisfactory written assurance from Business Associate that Business Associate will adequately safeguard all Health Information that it receives or creates on behalf of Covered Entity. Upon Covered Entity's request, Business Associate agrees to promptly enter into negotiations with Covered Entity, concerning the terms of any amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA or other applicable laws.

5.2 Relationship to Underlying Agreement(s) Provisions. In the event that a provision of this Agreement is contrary to a provision of an Underlying Agreement(s), the provision of this Agreement shall control. Otherwise, this Agreement shall be construed under, and in accordance with, the terms of such Underlying Agreement(s), and shall be considered an amendment of and supplement to such Underlying Agreement(s).

5.3 Modification of Agreement. No alteration, amendment, or modification of the terms of this Agreement shall be valid or effective unless in writing and signed by Business Associate and Covered Entity.

5.4 Non-Waiver. A failure of any party to enforce at any time any term, provision or condition of this Agreement, or to exercise any right or option herein, shall in no way operate as a waiver thereof, nor shall any single or partial exercise preclude any other right or option herein. In no way whatsoever shall a waiver of any term, provision or condition of this Agreement be valid unless in writing, signed by the waiving party, and only to the extent set forth in such writing.

5.5 Agreement Drafted By All Parties. This Agreement is the result of arm's length negotiations between the parties and shall be construed to have been drafted by all parties such that any ambiguities in this Agreement shall not be construed against either party.

5.6 Severability. If any provision of this Agreement is found to be invalid or unenforceable by any court, such provision shall be ineffective only to the extent that it is in contravention of applicable laws without invalidating the remaining provisions hereof.

5.7 Section Headings. The section headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.

5.8 No Third Party Beneficiaries. There are no third party beneficiaries to this Agreement.

5.9 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement.

5.10 Notices. Any notices required or permitted to be given hereunder by either party to the other shall be given in writing: (1) by personal delivery; (2) by electronic facsimile with confirmation sent by United States first class registered or certified mail, postage prepaid, return receipt requested; (3) by bonded courier or by a nationally recognized overnight delivery service; or (4) by United States first class registered or certified mail, postage prepaid, return receipt requested, in each case, addressed to:

If to Business Associate: Philips North America LLC
c/o HIPPA Coordinator
address 222 Jacobs St. 3rd Floor
address: Cambridge MA 02141

If to Covered Entity: Pinellas County EMS Authority
c/o Pinellas County EMS & Fire Administration
Attn: HIPAA Compliance Officer
12490 Ulmerton Road
Largo, FL 33774-2700

or to such other addresses as the parties may request in writing by notice given pursuant to this Section 5.12. Notices shall be deemed received on the earliest of personal delivery; upon delivery by electronic facsimile with confirmation from the transmitting machine that the transmission was completed; twenty-four (24) hours

following deposit with a bonded courier or overnight delivery service; or seventy-two (72) hours following deposit in the U.S. Mail as required herein.

5.11 Applicable Law and Venue. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Florida (without regard to principles of conflicts of laws). The parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state courts located in Pinellas County, Florida or federal court (if permitted by law and a party elects to file an action in federal court) in the Tampa Division of the Middle District of Florida. This choice of venue is intended by the parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this Section 5.12. Each party waives any right it may have to assert the doctrine of *forum non conveniens* or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this Section 5.12.

5.12 Interpretation. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Regulations.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date stated above.

COVERED ENTITY

By: _____

Print Name: _____

Title: _____

Dated: _____

BUSINESS ASSOCIATE

DocuSigned by:
Michael Callahan
By:  _____
Signer Name: Michael Callahan
Signing Reason: I approve this document
Print Name: _____
Signing Time: 19-Nov-2021 | 12:00:49 PM PST
A6DFB9D68D4B45D09B414664A8312C15
Title: _____
Dated: _____