

Tulare Local Healthcare District dba Tulare Regional Medical Center

Agenda Item

Board Meeting Date: 08-1-18

Title to Appear on Agenda: Nurse call system replacement-ICU/PICU

Brief Description: Installation of a new Nurse Call system for ICU and PICU.

Background and Details: The current system is no longer functional. Some of the call lights and emergency call lights are non-functional. This is a Major life Safety Component as well as customer service. This will be an OSHPD project

Multiple bids are attached

Nurse call system-\$68,927

Cost associated with this does not include OSHPD permits/approvals and Inspector of Record Fees.

Exhibits: See attached

Recommended Action: Hospital Board approve Siemens to proceed with proposed scope of work delineated in proposal.



3095 KERNER BLVD, SUITE U
 SAN RAFAEL, CA 94901
 www.audacsystems.com

Sales Quote

Quote No.: 5757 Date: 6/18/2018

Bill To Tulare Regional Medical Center
 Lionel Machado
 869 N. Cherry Street
 Tulare, CA 93274

Ship To Tulare Regional Medical Center
 869 N. Cherry Street
 Tulare, CA 93274

Item	Description	Quantity	Cost	Total
	Install Jeron 790 Nurse call system in Post Acute Rooms 271-275 plus Nurse station. Patient station with bed exit jack and Code Blue Staff Emergency integral buttons, Pillow speaker, Toilet and Shower station with Dome Lights. Expand system into ICU Rooms 281-288 that include low voltage light control relays. ICU Nurse station Console and Duty station in the Lounge Room 235 as required by code. PBX to have two indicators for indication of Code Blue from either department. Labor based upon prevailing wage.			20,050.35T
Lot	Lot charge for materials		149.50	149.50
Inbound	Vendor inbound freight			
Labor	Install Labor		17,200.00	17,200.00
Submittals	Preparation of Submittal Documents, & Shop drawing customer to provide architectural backgrounds in either AutoCAD or Pdf format. Customer is responsible for obtaining permit and paying associated fees		900.00	900.00
	Sales Tax		8.25%	1,654.15

I look forward to working with you.

Total \$39,954.00

Terms: Net 30

Prices valid for 30 days.

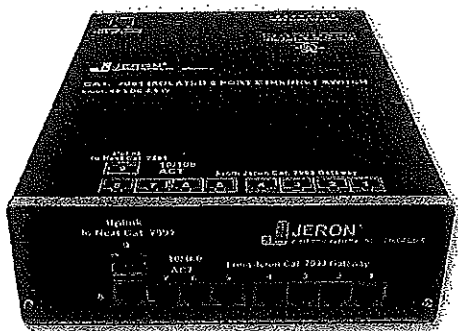
Approval Signature _____

JERON® Provider® 790

electronic systems, inc.

Nurse Call System

MODEL: 7991 - Nurse Call 8 Port Isolated Ethernet Switch



Model 7991. Fiber Uplink available on Model 7991-FX.

FEATURES

- Embedded technology designed for continuous operation
- Eight standard 10/100 Ethernet ports supporting up to eight local Nurse Call Gateways for a total of 64 voice paths, over 900 Patient Stations, and over 30 Nurse Consoles and Staff Terminals
- One standard 10/100 Ethernet Uplink port to interconnect to the nurse call network providing a system-wide capacity of over 1,000 voice paths, 1,000 Nurse Consoles and Staff Terminals, and over 50,000 room devices
- Supports full duplex data and audio
- Remote survivability if uplink port is disabled
- Industry standard RJ-45 connectors utilizing standard CAT-5E/6 cabling
- Mounts in terminal cabinet or 19" data rails with optional adaptor kit

DESCRIPTION

The Jeron Model 7991 Nurse Call 8 Port Isolated Ethernet Switch is used on the Provider 790 Nurse Call System to interconnect local Nurse Call Gateways and integrate them into the entire distributed nurse call network. Utilizing industry standard network wiring, cabling, and connectors, multiple interconnected Switches can support a nurse call network of up to 127 Nurse Call Gateways operating as a single distributed system. Should the nurse call network connection be broken at any point, the downstream Switches and Nurse Call Gateways will continue to operate as a sub-system.

The standard 7991 and fiber enabled 7991-FX Switches can be intermixed as part of the same system.

The unit is housed in a sturdy aluminum enclosure ready for mounting in a terminal cabinet or to be adapted for mounting in standard 19" width data rails or equipment rack using a Jeron Model 9842 (single capacity) or 9843 (dual capacity) adaptor.

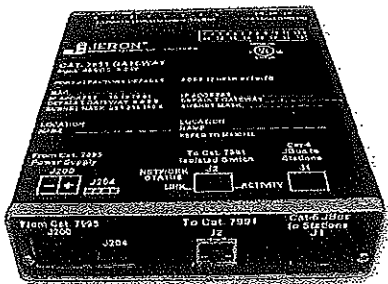
Provider® 790 TECHNICAL DATA

Material	Aluminum enclosure
Dimensions	(H x W x D): 9" x 7.2" x 2.5" (22.8 x 18.2 x 6.3 cm)
Mounting	Terminal cabinet or 19" data rail (using model 9842 or 9843 adaptor)
Electrical Rating	Model 7991: 40V @ 3.9 W (Power provided by associated Model 7995 Power Supply)
Indicators	9 - Activity; 1 - Uplink; 1 - 10/100
Terminations	8 - RJ-45 10/100 Ethernet ports 1 - Power, 2 conductor plug in connector 1 - RJ-45 10/100 isolated uplink port
Certifications	UL 1069 Listed, C-UL-Canadian Standard C22.22 No. 205

Provider® 790

PRODUCT SUBJECT TO CHANGE WITHOUT NOTICE

MODEL: 7993 - Nurse Call Gateway



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dome lights, zone lights, duty stations, consoles, and terminals.

For reliability and serviceability, the nurse call Gateway is programmed locally or remotely over the nurse call network. The Gateway remains fully operational during any programming or firmware updates with no loss of active calls, active communications, or the need to reboot the Gateway. The Gateway continuously supervises all local devices (Nurse Consoles, Staff Terminals, Zone Lights, Room Controllers, patient stations, pulcord stations, etc.) to ensure every component of the system is operational. If a local device fails an alert is sent to designated Nurse Console(s), Staff Terminal(s), and optionally to pocket pager(s) carried by technicians.

The unit is housed in a sturdy aluminum enclosure ready for mounting in a terminal cabinet or can be adapted for mounting in standard 19" width data rails or equipment rack using a Jeron Model 9840 adaptor.

Model 7993-MC, required for multicast systems, supports a Layer 3 LAN environment with multiple subnets/VLANs. Beyond multicast support, all capacities and features are the same as standard Model 7993.

FEATURES

- Embedded technology designed for continuous operation
- Supports up to thirty one Room Controllers for a total of up to one hundred and twenty four Patient Stations
- Eight simultaneous full-duplex local digital audio paths
- Eight VoIP full-duplex network audio paths
- Industry standard CAT 6 cabling
- Ethernet connectivity to the Nurse Call Network to operate as single distributed system
- Remote survivability if Nurse Call Network is disabled
- Mounts in terminal cabinet or 19" data rails with optional adaptor kit
- Simple installation and service with: local or remote programming, RJ-45 connectivity, no DIP switch addresses to set, and continuous supervision of all local devices, stations, consoles, and terminals
- Layer 3 LAN subnet support (using optional Multicast 7993-MC Gateway)

DESCRIPTION

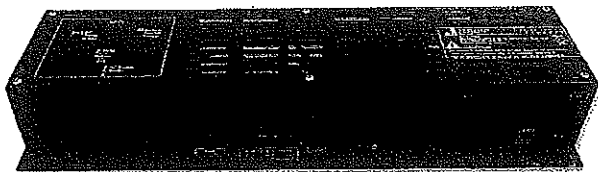
The Jeron Model 7993 Nurse Call Gateway is used on the Provider 790 Nurse Call System as the local control (data and audio) and configuration hub for up to four Nurse Consoles and Staff Terminals and up to thirty one (less any Nurse Consoles or Staff Terminals) of any combination of Room Controllers and Zone Lights. Over the Ethernet LAN of the nurse call system, up to one hundred and twenty seven nurse call Gateways can be interconnected to operate as a single system. Should the nurse call network connection be dropped, the nurse call Gateway provides remote survivability to support continued operation of all local devices including stations,

TECHNICAL DATA

Material	Aluminum enclosure
Dimensions	(H x W x D): 5.6" x 6.5" x 1.5" (14.3 x 16.5 x 3.8 cm)
Mounting	Terminal cabinet or 19 data rail (using model 9840 adaptor)
Audio Channels	Eight simultaneous full-duplex digital audio indicators
Indicators	8 - Audio Connect 3 - Diagnostic Status 2 - Network Status
Electrical Rating	40V @ 2.2 W
Terminations	1 - RJ-45 J-Bus port for Room Controllers, Zone lights, and Console Controllers 1 - RJ-45 Ethernet port for nurse call network 1 - Power connector 1 - Diagnostic status
Certifications	UL 1069 Listed, C-UL-Canadian Standard C22.22 NO.125

PRODUCT SUBJECT TO CHANGE WITHOUT NOTICE

MODEL: 7995 - Nurse Call Power Supply with Integrated Battery Backup



To ensure 24/7/365 operation of the entire nurse call system, each power supply can be remotely monitored for proper operation including the status of the backup battery.

The Power Supply is fully enclosed and ready for mounting in a 19" width data rail or equipment rack. It can also be mounted in a terminal cabinet.

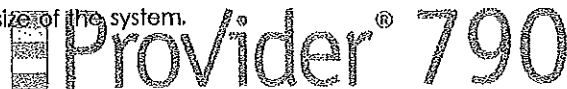
FEATURES

- Single model for powering all nurse call components
- Full enclosed unit with integrated power failure operation (battery backup)
- Class 2 energy limited regulated output
- Diagnostic LED indicators
- Remote diagnostic power and battery status reporting
- Mounts in terminal cabinet or 19" data rails
- Model 7995-HV supports 220 VAC input



DESCRIPTION

The Jeron model 7995 Nurse Call Power Supply with Integrated Battery Backup is used on the Provider 790 Nurse Call System to power all nurse call devices including LAN switches, gateways, nurse consoles, staff terminals, dome lights, patient stations, and staff stations. The number of Power Supplies required depends on the types of devices and stations used on the system and the total size of the system.

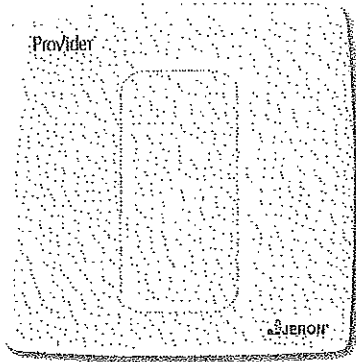


TECHNICAL DATA

Dimensions	(H x W x D): 4" x 19" x 3.6" (10 x 48 x 9 cm)
Enclosure	Metal, black finish
Mounting	19" data rail/rack or terminal cabinet (model 7988)
Connectors and Switches	1 - Fused AC receptacle 1 - Remote diagnostics plug 1 - Main DC power output 3 - Auxiliary DC Power outputs 1 - Power switch 1 - Earth ground lug
Diagnostics LEDs	1 - Ground fault (yellow) 1 - DC Status (green) 1 - Battery charge (yellow) 1 - AC status (green)
Input	Model 7995: 120 VAC, 60Hz, 2A Model 7995-HV: 220 VAC, 60Hz, 2A
Output	40 VDC @ 100 VA
BTU/hr	342
Battery Backup	Fully charged battery will provide full system operation for a minimum of four minutes
Certifications	UL 1069 Listed, C-UL-Canadian Standard C22.22 NO.205

PRODUCT SUBJECT TO CHANGE WITHOUT NOTICE

MODEL: 7960- Console Controller



DESCRIPTION

The Jeron Model 7960 Console Controller is used on the Provider 790 Nurse Call System to provide power, signaling, and audio for an associate nurse console or staff terminal.

The enclosure mounts on a 2-gang opening; special sized back boxes or extra deep back boxes are not required. The entire unit snap fits onto a mounting sub-plate so that there are no visible fasteners once installed. The Console Controller is sealed for easy cleaning and is impervious to common hospital cleaning agents.

FEATURES

- Provides signaling, power, and audio for associated nurse console or staff terminal
- Continuous supervision of nurse console or staff terminal
- Mounts on standard 2-gang backbox with no exposed fasteners

TECHNICAL DATA

Material	Flame retardant UL 94-5VA PC/ABS blend enclosure
Back box	Two-gang backbox with a two-gang trim ring. Refer to installation manual
Dimensions	(H x W x D): 4.8" x 4.9" x 1.1" (12.1 x 12.4 x 2.7 cm)
Electrical Rating	40V @ 1.0 W
Terminations	2 - RJ45
Certifications	UL 1089 Listed, C-UL-Canadian Standard C22.22 NO.125



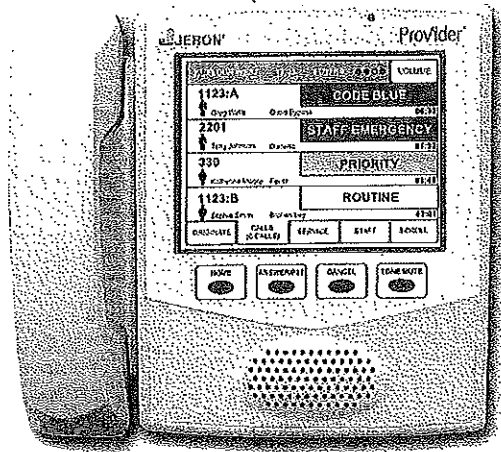
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JERON® Provider® 790 Nurse Call System

MODEL: 7965 - Color Touchscreen Nurse Console

Provider®

DESCRIPTION



The Jeron Model 7965 Color Touchscreen Nurse Console is used on the Provider 790 Nurse Call System as the primary interface among users of the system. Nurse Consoles are typically located in areas where staff congregate and need to communicate with patients and fellow staff members.

The Nurse Console graphically displays incoming calls including: patient or staff station calling room number, bed (if applicable), call priority, elapsed time of call, and optionally the patient's name, gender, acuity, and other relevant patient information. In the "zoom out" mode up to thirty calls may be displayed simultaneously, in the standard mode up to four calls may be displayed simultaneously, and in the "zoom in" mode up to two calls may be displayed simultaneously and are readily visible from several feet away. If more calls are queued at the Nurse Console than can be displayed, the highest priority and/or longest waiting calls will displayed first with the ability to scroll to view the additional calls. Over 1,000 unique call priorities and workflow events are available on the system; each call priority can be customized for the call text, dome light display, and call-in tone.

Lifting the handset, pressing the answer/push-to-talk key, or pressing the answer button on the optional Bluetooth headset automatically answers the highest priority or longest waiting call displayed at the Nurse Console. Alternately, any of the displayed calls can be answered by simply touching the room number on the screen or dialing the room number from the touchscreen keypad. A call may be answered using the handset for a semi-private full-duplex audio conversation or the push-to-talk key for a hands-free conversation. While in communication with a room, to compensate for the needs of each patient, the talk and listen volume may be adjusted independently for each room.

FEATURES

- Embedded technology designed for continuous operation
- Full-duplex digital audio with handset or hands-free communication
- Adjustable talk/listen volume settings for each individual patient/staff intercom station
- 5.7" color backlit touchscreen display; touch any displayed room for instant two-way communications
- Simultaneous display of up to thirty calls
- Touchscreen navigation plus tactile buttons for the most common operations
- Over 1,000 facility-defined call priorities and workflow events available
- Call-in tone mute and tone level adjustment
- Single Cat-5e/6 connection cable
- Continuous self-diagnostics and alerting of Console or station failure
- Minimal desktop footprint design
- Bluetooth headset support (with Model 7965-B)

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Rev 10/17/16

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MODEL: 7965 - Color Touchscreen Nurse Console

DESCRIPTION CONTINUED

Each Nurse Console may be configured to annunciate one, several, or all call priorities from a specific area, an entire unit, across several units, or throughout an entire facility. Standard Nurse Console functions include setting/reviewing up to four levels of service requirements, day/night tones, tone mute with regeneration, staff locating by one of up to three levels or optionally by staff name, setting call status, swing rooms, console transfer, console to console intercom, group monitor, and audio paging. Call coverage and available features are programmed on an individual console basis allowing each console to be customized for its specific purpose and location.

To ensure system availability, the Nurse Console is continuously supervised for any problems. Should any Nurse Console, patient or staff device (Room Controllers, dome lights, patient stations, staff stations, bath stations, code blue stations, etc.) or supervised application fail, a supervision alert indicating the affected console or station and an alert tone will annunciate at designated Nurse Consoles, Terminals, and optionally pocket page technicians detailing the issue.

The console is molded using a flame retardant PC/ABS plastic with a sealed surface designed for easy cleaning and is impervious to common hospital cleaning agents.

TECHNICAL DATA

Material	Flame retardant UL 94-5VA PC/ABS blend enclosure with metal base
Dimensions	(H x W x D): 8.3" x 9.2" x 3.0" (21 x 24.1 x 7.6 cm)
Mounting	Deskmount footprint 75.9 in ² (489.7 cm ²) or wall mount
Display	5.7" (14.5 cm), 320 x 240 resolution color touchscreen
Speaker	2.75" (7 CM); 8 Ohm
Microphone	Electret
Control keys (4)	Answer/Push-to-Talk, Tone Mute, Cancel, Home
Electrical Rating	40V @ 5.8 W
Wall mount bracket	Model 9769
Terminations	1 - RJ45
Certifications	UL 1069 Listed, C-UL-Canadian Standard C22.22 NO.205
Bluetooth Option Headset	Model 7965-B Not included, must confirm ability to pair with console

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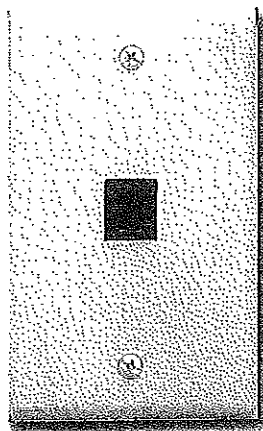
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MODEL: 7969 - Console Receptacle

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DESCRIPTION

The Jeron Model 7969 Console Receptacle is used on the Provider 790 Nurse Call System to connect a desk-mounted model 7965 Touchscreen Nurse Console with the associated Console Controller using Cat-5 or better cabling.

The Console Receptacle is equipped with a one-gang faceplate for flush mounting in the backbox for nurse console connection at the nursing station. One RJ-45 connector on the faceplate accepts one Cat-5 cable (provided by others) that plugs to the Nurse Console located up to 1000 feet (304.8 m) away from the associated Console Controller. One RJ-45 connector in the back of the wall jack connects a Cat-5 cable to the RJ-45 connector on the associated Console Controller.

FEATURES

- Standard RJ-45 jack for connection of local Nurse Console
- Locate near desk mounted Nurse Console for simplified cable installation
- Provides quick disconnect for Nurse Console with easy cable replacement

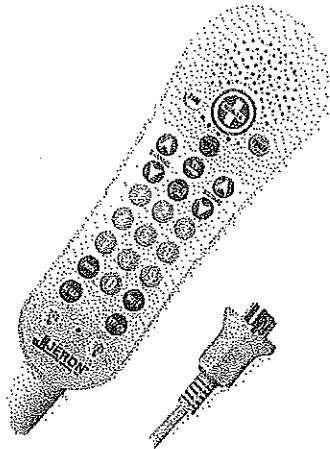
Provider® 790 TECHNICAL DATA

Material	White thermoset 1-gang trimplate with matching hardware
Back box	One gang backbox or two-gang backbox with one gang trim ring. Refer to installation manual.
Dimensions	(H x W x D): 4.5 x 2.75 x 2.5 in. (11.4 x 7 x 6.4 cm)
Terminations	Front: One RJ45 connector Back: One RJ45 connector

Provider® 790

PRODUCT SUBJECT TO CHANGE WITHOUT NOTICE

MODEL: 7905 - Enhanced Pillow Speakers **Provider®**



DESCRIPTION

Jeron Enhanced Pillow Speakers are used in the Provider 790 Nurse Call Systems for controlling patient TV entertainment, both signaling and communicating with staff, and controlling room lighting.

Pressing one of the four call buttons places the respective call priority at the associated patient station and lights the color coded call assurance LED on the pillow speaker. Removing the pillow speaker from the patient station jack produces an urgent level "cordout" call. Cordout calls can only be canceled at the originating station by replacing the pillow speaker into the patient station DIN jack.

FEATURES

- Lightweight unit with large, tactile, easy to press buttons
- Four call buttons to match patient's needs: Nurse, Water, Pain, and Toilet
- Color coded call assurance indicators confirm which call button has been pressed
- Full duplex communication to the pillow speaker using built-in microphone when connected to enhanced patient station models (Model 7923 or 7924)
- Two auxiliary buttons for in-room lighting control or other in-room auxiliary functions such as temperature, drapes, etc
- Keyed DIN plug specially designed to resist patient station DIN receptacle damage
- Smooth, sealed surface for quick and easy cleaning
- Field programmable for different televisions

The television entertainment controls include: power on/off, volume up/down, mute, closed captioning, channel up/down, 10-digit direct dial channel, previous channel, and sleep timer. TV audio is produced through the built-in speaker. The pillow speaker can be programmed on site to control different models of television.

If connected to an enhanced patient station model (Model 7923 or 7924), nurse call communication is through the pillow speaker while the TV audio is muted. The microphone allows for high quality full duplex two way voice communication. If connected to a standard patient station model (Model 7920, 7922, 7925 or 7926), nurse call communication is through the patient station and TV audio will not be muted.

The digital pillow speakers offer a high degree of flexibility to control room lighting or other in-room auxiliary functions such as temperature, drapes, etc. (Auxiliary control requires an associated 7906 Pillow Speaker module at the Patient Station)

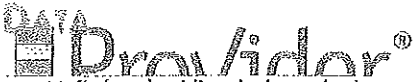
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MODEL: 7905 - Enhanced Pillow Speakers

DESCRIPTION CONTINUED

The pillow speaker has a molded flame-retardant ABS plastic case of contemporary design with flush controls in contrasting color and an integral grill for the Alnico speaker. The main nurse call button is clearly marked with a nurse symbol to avoid confusion with entertainment functions. The three additional call buttons are also clearly marked with WATER, PAIN and TOILET for specific request. The vinyl insulated cord is protected against electrostatic discharge and has flex & strain relief at both ends. A plated spring-type metal bed clip attaches to the cord with a white nylon strap. The cord terminates in a molded plastic plug with an 8-pin connector. Molded thermoplastic case, cord, and plug withstand common hospital cleaning agents used for sterilization.

TECHNICAL DATA



Cord and Connector	10 ft. (3 m) white vinyl cord, electrostatic discharge (ESD) protected with 8-pin plug
Case	Flame-retardant ABS plastic
Dimensions	(H x W x D): 8.4" x 3" x 1.25" (21.3 x 7.6 x 3 cm)
Controls	Control buttons: (4) Call buttons (Nurse, Water, Pain, Toilet) w/call placed LEDs, One (1) TV Power, button One (1) Closed Captioning, Ten (10) Channel Keypad, One (1) Mute button, One (2) Volume High/Low arrows, Two (2) Channel Up/Down arrows, One (1) Previous Channel, Two (2) Auxiliary buttons*, One (1) Low ambient light LED

*Model 7906 Pillow Speaker Interface is required for associated patient station

*Model 7923 Enhanced Single Patient Station or Model 7924 Enhanced Dual Patient Station is required for microphone function



Speaker/ Microphone	2.25 in. (5.7 cm) round with Alnico magnet; 45 Ohm; 1/4 watt; Frequency response 500 to 4500 Hz minimum
Compatible Television	RCA, Zenith, Philips, PDI, Magnavox, Telehealth, HCl
Certifications	UL 1069 Listed, C-UL-Canadian Standard C22.22 NO.125



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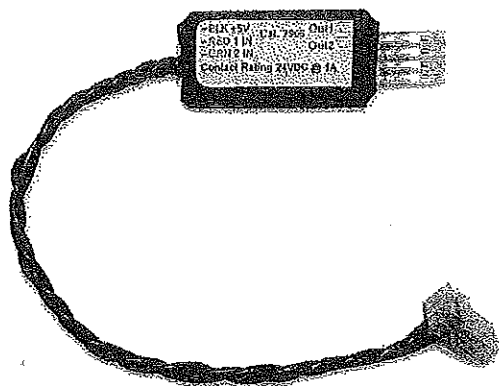
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MODEL: 7906 -- Pillow Speaker Interface



DESCRIPTION

Jeron Model 7906 Pillow Speaker Interface is used on the Provider 790 Nurse Call System to enable the use of the auxiliary buttons on the Digital Pillow Speakers.

The 7906 is required for associated DIN jack patient stations that use Models 7902 Standard Pillow Speakers, Model 7904 Direct Access Pillow Speakers, or Model 7905 Enhanced Pillow Speakers. One 7906 module is required for a Single Patient Station and two 7906 modules are required for a Dual Patient Station.

The Pillow Speaker Interface is equipped with a shrink wrapped housing and an IDC connector to the associated patient station. Both the station and the interface fit into a 3-gang backbox.

FEATURES

- Enables auxiliary button control on associated Jeron Pillow Speaker Models 7902, 7904, and 7905
- Electrically Isolated Patient Station and Pillow Speaker from auxiliary devices
- Shrink wrapped design for simplified installation; no special backbox or mounting requirement

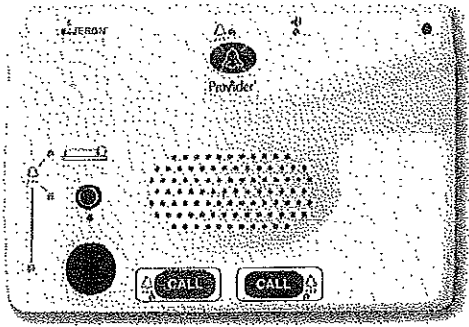
TECHNICAL DATA

Back box Required	Same as associated Patient Station. Refer to Installation Manual.
Dimensions	(H x W x D): 0.7" x 1.3" x 0.4" (1.7 x 3.3 x 1 cm)
Connector	One (1) IDC
Electrical Rating	5VDC
Certifications	UL 1069 Listed, C-UL-Canadian Standard C22.22 NO.125



PRODUCT SUBJECT TO CHANGE WITHOUT NOTICE

MODEL: 7923 - Enhanced Single Patient Station



FEATURES

- On-board speaker and microphone for full-duplex hands-free communication
- Full-duplex communications capability to the pillow speaker
- Two field configurable call-in buttons and button labels
- Integrated 1/4" jacks with separate call-in priority setting; for use with a call cord, bed exit, or auxiliary alarm
- Integrated DIN jacks with ultra-reliable tilt release connector for pillow speakers providing call-in, entertainment, and light control
- Feature bed integrations (via separate receptacle) with bed connected indicator
- Separate call assurance indicators for 1/4" jacks, DIN jacks, feature beds, remote cancel, and two call-in buttons
- Remote cancel option configurable to selectively cancel any level of call-in on other stations within the same room
- Ability to set privacy at the station

DESCRIPTION

The Jeron Model 7923 Enhanced Patient Station is used on the Provider 790 Nurse Call System to provide audio communications and up to five discrete call-in points (up to eight discrete call-in points when utilizing the Enhanced Pillow Speaker) placing up to twelve unique call priorities. When a call button on the station itself or on an associated pillow speaker, feature bed siderail, or call cord is activated, the respective CALL placed LED lights and the dome light associated with the room indicates the level of call. The call is then annunciated at designated duty station(s), zone lights(s), nurse console(s), and staff terminal(s) along with annunciation at select wireless devices such as wireless phones or pocket pagers. The 1/4" jack, feature bed, and DIN jack can be set to place one of three levels of calls depending on the needs of the patient: Routine, Personal Attention, or Priority. When used as an auxiliary alarm input, the 1/4" jack can be configured for either a momentary or latching input. The cordout bypass feature allows removal of 1/4" or DIN jack devices without causing a cordout call.

When a call from the station is answered or when the station is dialed directly, the station's monitor LED lights while the built-in speaker and microphone provide hands-free full duplex audio communication throughout the room; while talking in a normal voice and without needing to face the station. When using a pillow speaker or a feature bed, the nurse call communications audio is routed to the respective device and the available Enhanced Pillow Speaker supports full-duplex audio to the pillow speaker itself. Depending on the capabilities of the pillow speaker or feature bed itself, this station also supports TV entertainment control, lighting control, and bed exit from the feature bed. Lighting control requires the addition of the 7906 Aux Output Module.

MODEL: 7923 - Enhanced Single Patient Station

DESCRIPTION CONTINUED

The station includes three built-in buttons; a Cancel button and two call-in buttons. The station's Cancel button clears any outstanding calls or service requirements set at the station and, selectively, can clear any other calls from stations associated with the same room. The two built-in call buttons are preconfigured for Emergency and Code call-in levels, but can be field configured for any of the available call priority levels on the system or disabled completely. In addition, one of the built-in call buttons can be configured to allow station privacy to be set and cleared at the station itself. The two built-in call buttons can be relabeled during setup using labels that slide in between the faceplate membrane and the switch itself.

The station includes two LED night lights for easy visibility under low ambient lighting conditions. The station is molded using a flame retardant PC/ABS plastic housing and mounts on a standard 3-gang backbox with 3-gang trim ring; special sized back boxes or extra deep back boxes are not required. The station snaps onto a flush mounting sub-plate so that there are no visible fasteners once installed. The smooth finish of the station is designed for easy cleaning and is impervious to common hospital cleaning agents.

TECHNICAL DATA

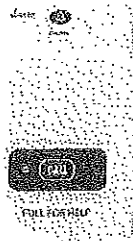
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Material	Flame retardant UL 94-5VA PC/ABS blend enclosure
Back box	Three-gang backbox with three-gang trim ring. Refer to installation manual
Dimensions	(H x W x D): 4.6" x 6.8" x 1.2" (11.7 x 17.2 x 3 cm)
Controls/ Indicators	1 - DIN jacks with call placed LEDs 1 - ¼" jack with call placed LED 1 - Feature bed status and call placed LED 2 - Configurable call buttons with call placed LEDs 1 - Cancel button with remote call cancel LED 1 - Monitor LED 2 - Low ambient light LEDs
Speaker	2.75" (7 CM); 8 Ohm
Microphone	Electret
Electrical Rating	5V @ 200 mW
Terminations	2 - RJ45 3 - Plug on IDC multiconductors
Certifications	UL 1069 Listed, C-UL-Canadian Standard C22.22 NO.205

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PRODUCT SUBJECT TO CHANGE WITHOUT NOTICE

MODEL: 7932 – Pullcord & Pushbutton Station
with Relay Option



FEATURES

- Independently field programmable pushbutton and pullcord for two separate call priorities
- Remote cancel option configurable to selectively cancel any level of call-in or service requirement on other stations within the same room
- Built-in LED night light for visibility in low light conditions
- Easy-to-clean sealed faceplate and non-porous glow in the dark pull cord

DESCRIPTION

The Jeron Model 7932 Pullcord & Pushbutton Stations and Model 7932-R Pullcord & Pushbutton Stations with Relay Option are used on the Provider 790 Nurse Call System to provide two discrete call-in points and associated unique call priorities. When the pushbutton or pullcord on the station is activated, the CALL placed LED lights and the Dome Light associated with the room indicates the level of call. The call is then annunciated at designated duty station(s), zone lights(s), nurse console(s), and staff terminal(s) along with annunciation of select wireless devices such as wireless phones or pagers.

The station includes one pullcord and two built in buttons; a Cancel button and a call button. The station's Cancel button clears any outstanding calls at the station and, selectively, can clear any other calls or service requirements from stations associated with the same room. The pullcord and call

button are preconfigured for Assist and Bath call-in levels respectively, but can be field configured for any of the available call priority levels on the system.

Model 7932-R Pullcord & Pushbutton Station with Relay Option connects to an auxiliary dome light with dedicated Model 7995 power supply to indicate the call level in a patient or facility bathroom. Only one bath or shower station per room controller requires the relay option to annunciate calls at the bathroom dome light.

The station includes one LED night light for easy visibility under low ambient lighting conditions. The station is molded using a flame retardant PC/ABS plastic housing and flush mounts on a standard 1-gang backbox or 2-gang backbox with a 1-gang trim ring. The station snaps onto a mounting sub-plate so that there are no visible fasteners once installed. The sealed design of the station makes for easy cleaning and is impervious to common hospital cleaning agents.

TECHNICAL DATA

Material	Flame retardant UL 94-5VA PC/ABS blend enclosure
Pullcord	6' (1.8 m) (cut to desired length) non-porous coated braided polyester cord
Back box	One-gang backbox or two-gang backbox with one-gang trim ring. Refer to installation manual
Dimensions	(H x W x D): 4.6" x 3" x 1" (11.7 x 7.6 x 2.5 cm)
Controls/Indicators	1 - Configurable call button with call placed LED 1 - 6' (1.8 m) blue PVC coated pullcord 1 - Cancel button 1 - Low ambient light LED
Electrical Rating	5V @ 25 mW
Terminations	1 Plug on two-conductor screw terminal
Certifications	UL 1089 Listed, C-UL-Canadian Standard C22.22 NO.205

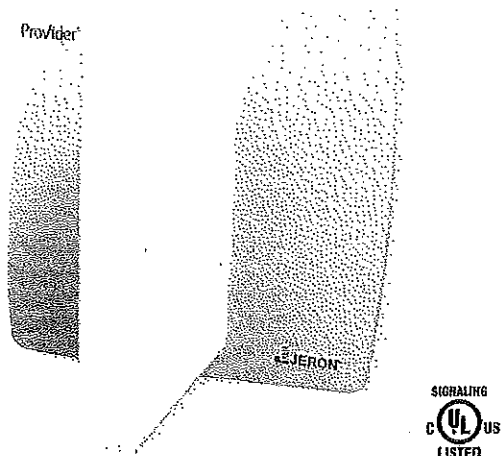
PRODUCT SUBJECT TO CHANGE WITHOUT NOTICE

JERON® Provider® 790

electronic systems, Inc.

Nurse Call System

MODEL: 7952 - Combination Room Controller and Six Color Dome Light



FEATURES

- Provides signaling, power, and audio for up to fifteen stations within a room
- Large lens with maintenance-free high intensity LED indicators for superior visibility down long corridors
- Six unique colors with steady, flashing, and sequencing patterns to indicate pending calls, service requirements, and staff located within the room
- Ability to simultaneously indicate an active call plus a service requirement or staff presence
- Continuous supervision with status indication when Room Controller or associated room devices are not operating properly
- Integrated lens design with no exposed fasteners that mounts on standard two-gang backbox
- Optional audible tone for code calls

DESCRIPTION

The Jeron Model 7952 Combination Room Controller and Six Color Dome Light is used on the Provider 790 Nurse Call System to provide power, signaling, and audio to a maximum of four audio stations and up to a total of fifteen non-audio stations (less any audio stations) located within the same room or area. Audible tone signal for code only calls is an available option.

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The Dome Light's high intensity LEDs provide up to six distinct colors in a solid, flashing, or sequencing pattern to give a visual indication of any calls, any of up to four unique levels of service requirements, or any of up to three unique levels of staff presence associated with the room. The flexibility of the Dome Light allows it to simultaneously indicate both the highest call priority in the room plus either an active service requirement set for the room or the highest level of staff present in the room.

The Room Controller continuously supervises all associated audio and non-audio stations. For system reliability and expedited troubleshooting, if an associated station has a problem, a notification is sent to predefined nurse console(s) and/or staff terminal(s) plus the Dome Light will indicate a problem within the room. Should the Room Controller lose communication with the associated nurse call gateway, the Dome Light will continue to indicate all call activity within the room.

The translucent lens in combination with the high-intensity LED indicators provides a full 180 degrees of visibility making room activity easily visible down long corridors. The integrated lens and enclosure mount on a two-gang opening; the entire unit snap fits on to a mounting sub-plate so that there are no visible fasteners once installed. The unit is sealed for easy cleaning and is impervious to common hospital cleaning agents.

TECHNICAL DATA

Material	Flame retardant UL 94-5VA shatter-resistant PC/ABS blend enclosure
Back box	Two-gang backbox with a two-gang trim ring. Refer to installation manual
Dimensions	(H x W x D): 4.8" x 4.9" x 3.7" (12.1 x 12.4 x 9.3 cm)
Indicators	6 - Ultra-bright LED indicators: white, red, blue, orange, green, and yellow
Electrical Rating	40V @ 1.2 W
Terminations	3 - RJ45 1 - Plug on two-conductor
Tone Option	For code only tone option, specify Model 7952-T
Certifications	UL 1069 Listed, C-UL-Canadian Standard C22.22 No. 205

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JERON®
electronic systems, Inc.
Rev 03/12/15

7501 N. Natchez Ave. ■ Niles, IL 60714

773-275-1900 ■ 1-800-621-1903 ■ Fax: 773-275-0283 ■ sales@jeron.com ■ www.jeron.com

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**MODEL: 7958 - Pullcord & Pushbutton Shower Station/
 with Relay Option**



FEATURES

- Independently field programmable pushbutton and pullcord for two separate call priorities
- Remote cancel option configurable to selectively cancel any level of call-in or service requirement on other stations within the same room.
- Built-in LED night light for visibility in low light conditions
- Easy-to-clean sealed faceplate and non-porous glow in the dark pull cord
- Water resistant design with wall gasket; intended for wet or direct water spray environments

DESCRIPTION

The Jeron Model 7958 Pullcord & Pushbutton Shower Station and Model 7958-R Pullcord & Pushbutton Shower Station with Relay Option is used on the Provider 790 Nurse Call System to provide two discrete call points and associated unique call priorities. When the pushbutton or pullcord on the station is activated, the CALL placed LED lights and the Dome Light associated with the room indicates the level of call. The call is then annunciated at designated duty station(s), zone lights(s), nurse console(s), and staff terminal(s) along with annunciation at select wireless devices such as wireless phones or pocket pagers.

The station includes one pullcord and two built in buttons; a Cancel button and a call-in button. The station's Cancel button clears any outstanding calls at the station and, selectively, can clear any other calls or service requirements from stations associated with the same room. The pullcord and call button are preconfigured for Assist and Bath call levels

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respectively, but can be field configured for any of the available call priority levels on the system.

Model 7958-R Pullcord & Pushbutton Shower Station with Relay Option connects to an auxiliary dome light with dedicated Model 7995 power supply to indicate the call level in a patient or facility bathroom. Only one bath or shower station per room controller requires the relay option to annunciate calls at the bathroom dome light.

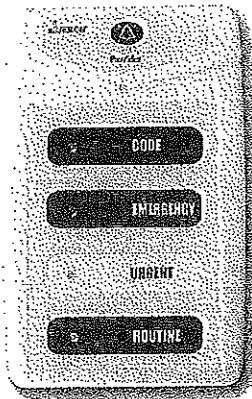
The station includes one LED night light for easy visibility under low ambient lighting conditions. The station is molded using a flame retardant PC/ABS plastic housing and flush mounts on a standard 1-gang backbox or 2-gang backbox with a 1-gang trim ring. The station snaps onto a mounting sub-plate so that there are no visible fasteners once installed. The sealed design of the station makes for easy cleaning and is impervious to common hospital cleaning agents. When installed with the included wall gasket, the station is sealed against moisture allowing it to be mounted in a wet environment or in a direct water spray. Tile grout seams may require local application of a sealant.

TECHNICAL DATA

Material	Flame retardant UL-94-5VA PC/ABS blend enclosure
Pullcord	6' (1.8 m) (cut to desired length) non-porous coated braided polyester cord
Backbox	One-gang backbox or two-gang backbox with one-gang trim ring. Refer to installation manual
Dimensions	(H x W x D): 4.6" x 3" x 1" (11.7 x 7.6 x 2.6 cm)
Controls/Indicators	1 - Configurable call buttons with call placed LED 1 - 6' (1.8 m) blue PVC coated pullcord 1 - Cancel button 1 - Low ambient light LED
Electrical Rating	5V @ 25 mW
Terminations	1 - Plug on two-conductor screw terminal
Gasket	Included with station
Certifications	UL 1069 Listed, C-UL-Canadian Standard C22.22 NO.205

PRODUCT SUBJECT TO CHANGE WITHOUT NOTICE

MODEL: 7917 - Duty Station



call priority. The station includes a button for tone mute. When the call tones are muted the visual annunciation will continue; the call tones will regenerate with any subsequent calls.

The station includes one LED night light for easy visibility under low ambient lighting conditions. The station is molded using a flame retardant PC/ABS plastic housing and flush mounts on a standard 1-gang backbox or 2-gang backbox with a 1-gang trim ring; special sized back boxes or extra deep back boxes are not required. The station snaps onto a mounting sub-plate so that there are no visible fasteners once installed. The sealed design of the station makes for easy cleaning and is impervious to common hospital cleaning agents.

FEATURES

- Configurable coverage area(s) and for all or select call priorities including code blue only capability
- Four color-coded LED indicators allow staff to quickly identify the priorities of calls in their area
- Tone mute and automatic tone regeneration
- Built-in LED night light for visibility in low light conditions
- Easy-to-clean faceplate

DESCRIPTION

The Jeron Model 7917 Duty Station is used on the Provider 790 Nurse Call System to annunciate calls in areas where staff may congregate, such as a utility room or lounge.

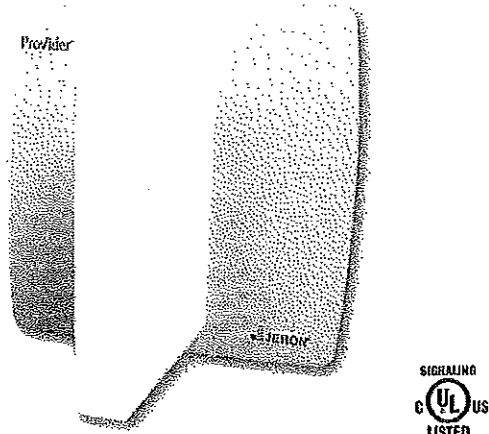
The four call indicators show calls within the duty area of the station grouped by Routine, Urgent, Emergency, and Code. Up to four call indicators may be lit at the same time while the station will also sound tones for the highest

TECHNICAL DATA

Material	Flame retardant UL 94-5VA PC/ABS blend enclosure
Back box	One-gang or two-gang backbox with a one-gang trim ring. Refer to installation manual
Dimensions	(H x W x D): 4.6" x 3" x 1" (7 x 7.6 x 2.5 cm)
Connectors/Indicators	1 - Green "Routine" LED call indicator 1 - Amber "Urgent" LED call indicator 1 - Red "Emer" LED call indicator 1 - Blue "Code" LED call indicator 1 - Tone mute button 1 - Low ambient light LED 1 - Alert tone generator
Electrical	5V @ 125 mW
Terminations	1 - RJ45
Certifications	UL 1069 Listed, C-UL-Canadian Standard C22.22 NO.125

PRODUCT SUBJECT TO CHANGE WITHOUT NOTICE

MODEL: 7972- Six Color Zone Light



TECHNICAL DATA | **Provider®**

Material	Flame retardant UL 94-5VA shatter-resistant PC/ABS blend enclosure
Back box	Two-gang backbox with a two-gang trim ring. Refer to installation manual
Dimensions	(H x W x D): 4.8" x 4.9" x 3.7" (12.1 x 12.4 x 9.3 cm)
Indicators	12 - Ultra-bright LED indicators: white, red, blue, orange, green, and yellow
Electrical Rating	40V @ 1.0 W
Terminations	1 - RJ45
Certifications	UL 1089 Listed, C-UL-Canadian Standard C22.22 No. 125

FEATURES

- Large lens with maintenance-free high intensity LED indicators for superior visibility down long corridors
- Six unique colors with steady, flashing, and sequencing patterns to indicate pending calls within a specific area such as a unit or corridor
- Continuous supervision with status indication if Zone Light is not operating properly
- Integrated lens design with no exposed fasteners

Provider® 790

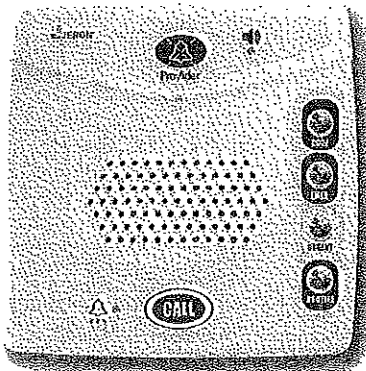
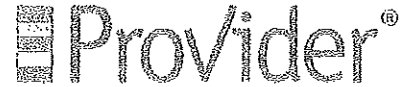
DESCRIPTION

The Jeron Model 7972 Six Color Zone Light is used on the Provider 790 Nurse Call System to provide visual indications of calls for a room, group of rooms, corridor, unit, or up to an entire facility. The Zone Light's high intensity LEDs provide up to six distinct colors in a solid, flashing, or sequencing pattern to match the colors and patterns of the dome lights on the system. The Zone Light indicates the highest priority call within its zone area.

The translucent lens in combination with the high-intensity LED indicators provide a full 180 degrees of visibility making activity easily discernable down long corridors. The integrated lens and enclosure mount on a 2-gang opening, special size back boxes, or extra deep back boxes are not required. The entire unit snap fits onto a mounting sub-plate so that there are no visible fasteners once installed. The Zone Light is sealed for easy cleaning and is impervious to common hospital cleaning agents.

PRODUCT SUBJECT TO CHANGE WITHOUT NOTICE

MODEL: 7927 ~ Staff and Duty Station



FEATURES

- On-board speaker and microphone for full-duplex hands-free communication
- Pushbutton call-in to communicate with staff at nurse consoles and staff terminals
- Configurable duty area(s) and for all or select call priorities including code blue only capability
- Four maintenance-free high intensity color-coded LED indicators with 180° visibility allow staff to identify the priorities of calls in their area
- Annunciation of calls matches tone/voice prompt at nurse consoles and staff terminals
- Call tone/voice prompt mute with automatic regeneration with subsequent calls
- Remote cancel option configurable to selectively cancel any level of call on other stations within the same room
- Built-in LED night light for visibility in low light conditions
- Easy-to-clean faceplate



DESCRIPTION

The Jeron Model 7927 Staff and Duty Station is used on the Provider 790 Nurse Call System to annunciate calls in areas where staff may congregate, such as a utility room or lounge, and to also provide audio communications with other staff.

The four call indicators show calls within the duty area of the station grouped by Routine, Urgent, Emergency, and Code. Up to four call indicators may be lit at the same time while the station also sounds tones or voice prompts for the highest call priority. The call annunciation tone or voice prompt matches those annunciated at nurse consoles and staff terminals. Optionally, the call tones/voice prompts can be temporarily muted at the station; the visual annunciation will continue and the call tones/voice prompts will regenerate with any subsequent calls.

The station includes two built-in buttons; a cancel button and a call button. The station's cancel button clears any outstanding calls at the station and, selectively, can clear any other calls or service requirements from stations associated with the same room. When there are no active calls in the same room as the station, the cancel button acts as the tone mute button. The call button is preconfigured for a Staff call-in level, but can be field configured for any of the available call priority levels on the system.

When the pushbutton on the station is activated, the CALL placed LED lights and the dome light associated with the room indicates the level of call. The call is then annunciated at designated duty station(s), zone lights(s), nurse console(s), and staff terminal(s) along with annunciation at select wireless devices such as wireless phones or pocket pagers. When a call from the station is answered or when the station is dialed directly, the station's monitor LED lights while the built-in speaker and microphone provide hands-free full duplex audio communication throughout the room; while talking in a normal voice and without needing to face the station.

MODEL: 7927 - Staff and Duty Station

DESCRIPTION CONTINUED

The station includes one LED night light for easy visibility under low ambient lighting conditions. The station is molded using a flame retardant PC/ABS plastic housing and flush mounts on a standard 2-gang backbox with a 2-gang trim ring; special sized back boxes or extra deep back boxes are not required. The station snaps onto a mounting sub-plate so that there are no visible fasteners once installed. The smooth finish of the station is designed for easy cleaning and is impervious to common hospital cleaning agents.

TECHNICAL DATA

Material	Flame retardant UL 94-5VA PC/ABS blend enclosure
Back box	Two-gang backbox with a two-gang trim ring. Refer to installation manual
Dimensions	(H x W x D): 4.8" x 4.8" x 1.2" (12.2 x 12.2 x 3 cm)
Controls/ Indicators	1 - Green "Routine" LED call indicator 1 - Amber "Urgent" LED call indicator 1 - Red "Emer" LED call indicator 1 - Blue "Code" LED call indicator 1 - Call button 1 - Combination tone mute/ cancel button 1 - Monitor LED 1 - Low ambient light LED
Speaker	2.75" (7 CM); 8 Ohm
Microphone	Electret
Electrical Rating	5V @ 125 mW
Terminations	1 - RJ45
Certifications	UL 1069 Listed, C-UL-Canadian Standard C22.22 NO.125

 Provide

 Provider[®] 790

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Rev 09/16/11

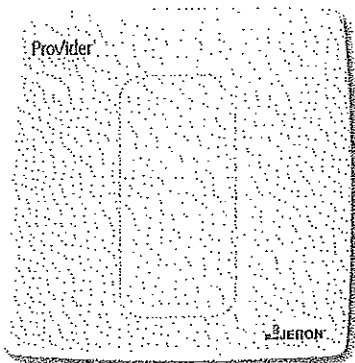
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MODEL: 7950 - Room Controller /

Provider®



DESCRIPTION

The Jeron Model 7950 Room Controller is used on the Provider 790 Nurse Call System to provide power, signaling, and audio for a combined total of up to 15 audio and peripheral stations located within the same room or area. The Room Controller is typically used in areas where a dome light is not needed or to extend the capacity of a room beyond the fifteen stations of an existing combination room controller with dome light.

The enclosure mounts on a 2-gang opening; special sized back boxes or extra deep back boxes are not required. The entire unit snap fits onto a mounting sub-plate so that there are no visible fasteners once installed. The Room Controller is sealed for easy cleaning and is impervious to common hospital cleaning agents.

FEATURES

- Located in areas where a dome light is not needed or desired
- Provides signaling, power, and audio for up to fifteen stations within a room
- Continuous supervision of Room Controller and associated room devices
- Mounts on standard 2-gang backbox with no exposed fasteners

Provider® 790 TECHNICAL DATA

Material	Flame retardant UL 94-5VA PC/ABS blend enclosure
Back box	Two-gang backbox with a two-gang trim ring. Refer to installation manual
Dimensions	(H x W x D): 4.8" x 4.9" x 1.1" (12.1 x 12.4 x 2.7 cm)
Electrical Rating	40V @ 1.2 W
Terminations	3 - RJ45 1 - Plug on two-conductor
Certifications	UL 1069 Listed, C-UL-Canadian Standard C22.22 NO.125

Provider® 790

PRODUCT SUBJECT TO CHANGE WITHOUT NOTICE

RE: nurse call system quote update

Brian K. Laws <brian@audacsystems.com>

Thu 7/12/2018 8:50 AM

To:Lionel Machado <lmachado@tulareregional.org>;

Cc:Sandra Gomez <sgomez@tulareregional.org>; Angie Graziano <agraziano@tulareregional.org>;

2 attachments (5 MB)

Est#5757.pdf; Data Sheets.zip;

Lionel:

My apologies, I had updated the quote when we last spoke but after looking through my emails today I might have not sent it. Here is a copy.

Yes I would be happy to look at your 3rd floor for an additional quote. I could be onsite next Wednesday 7/18/18 @ 8:30am let me know if that works for you.

Brian



Brian Laws
President
brian@audacsystems.com

Tel 415.459.3095.104
Fax 415 459-5099
audacsystems.com

From: Lionel Machado
[mailto:lmachado@tulareregional.org]
Sent: Wednesday, July 11, 2018 3:05 PM

To: 'brian@audacsystems.com'
Cc: Sandra Gomez; Angie Graziano
Subject: FW: nurse call system quote update
Importance: High

Hi Brian, can you send me an updated price quote. Attached is the previous email I had sent back in June. Also, would you have time to come out to do an evaluation for a new nurse call system for our 3rd Floor.

Thanks,

Lionel Machado

From: Lionel Machado
Sent: Thursday, June 14, 2018 1:50 PM
To: 'brian@audacsystem.com' <brian@audacsystem.com>

7/13/2018

Cc: Angie Graziano <agraziano@tulareregional.org>; Sandra Gomez <sgomez@tulareregional.org>
Subject: nurse call system quote update
Importance: High

Hi Brian, I was wondering if you might be able to resend me an updated price quote for our nurse call system that was quoted back on 04-11-2017. The quote number 5418. I would appreciate it.

Thanks,

Lionel Machado RCP, RRT
Director Respiratory Care Services/Facilities
Safety Officer
EOC/Emergency Preparedness Coordinator
Security
Tel: (559)685-3468 Ext. 3480 Facilities or (559)366-1123 ext. 1123 Respiratory | 869 N. Cherry Street, Tulare, CA 93274
lmachado@tulareregional.org

7/13/2018



March 22, 2017

WestCall® Nurse Call System

For: Tulare Regional Medical Center

Attn: Aiman Haddad

Re: Nurse Call: 2nd FI ICU Post

West-Com & T.V., Inc. is pleased to provide the following budgetary proposal for the above mentioned project.

Below is our detailed quote including line item costs. We have included pictures of our product for your convenience as well as our scope of work and terms & conditions. Our proposal is based upon provided information and an older site visit.

We appreciate the opportunity to work with you on this project, and are committed to excellence for the nurse call systems upon which your facility depends.

Please let me know if you have any questions.

Thank you,

A handwritten signature in black ink, appearing to read 'JPeters'.

Jonathan Peters

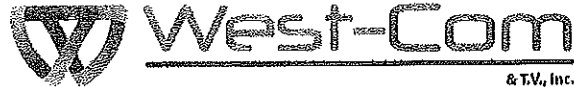
WCTV, Vice President



March 22, 2017

Quote Number :	1703-28 Budgetary
Quote To:	Aiman Haddad
Hospital:	Tulare Regional Medical Center
Area:	2nd FI ICU Post
System:	Novus Gen II
Project:	Nurse call Per provided information Budgetary: pending drawings or new site review

<u>Qty</u>	<u>Part No. / Model No.</u>	<u>Description</u>	<u>Cost Each</u>	<u>Cost Extended</u>
2	30137116 - FCNS-15/MPP	15" Master Station with Integrated Handset, keyboard, mouse, MPP and FocusCare License	\$ 5,285.00	\$ 10,570.00
2	R1-EN400	UPS, 400 Watt	\$ 101.17	\$ 202.34
1	40136003 - NOVUS/3624/02	Backplane 36 x 24 FHR Count 2	\$ 4,628.15	\$ 4,628.15
1	30116001 - TC-3624/6	Box: 36" x 24" x 6"	\$ 377.50	\$ 377.50
1	30116026 - TCD-3624/S/L	Door: Louvered Surface Mount	\$ 404.68	\$ 404.68
1	40138002 - NV-PSM/2	Power Supply Module- 2PS	\$ 561.72	\$ 561.72
2	R1-EN400	UPS, 400 Watt	\$ 101.17	\$ 202.34
1	40116001 - NV-TC-1822/6	Box: 18" x 22" x 6"	\$ 415.25	\$ 415.25
1	40116002 - NV-TCD-1822/S	Door: Surface Mount with Fan	\$ 226.50	\$ 226.50
14	40135508 - NV-SPS2/CE	Single Patient Station with Code and Emergency	\$ 380.52	\$ 5,327.28
13	40139603 - NV-PBE2/CB	Novus, Code Blue, Generation II	\$ 93.62	\$ 1,217.06
5	40139016 - SWPC-2000/P	Hybrid Slave Pull Cord w/polycord	\$ 64.18	\$ 320.90



& TV, Inc.

March 22, 2017

13	40139651 - NV-EPC2/AP	Novus Pull Cord with Assist, w/polycord, Generation II	\$ 108.72	\$ 1,413.36
14	30139083 - WC-BED2	37-pin Bed Connector with built in VIB, Quantity pricing available.	\$ 135.90	\$ 1,902.60
13	40140020 - NV-DOME2	Novus Dome with Optical input and Buzzer.	\$ 158.55	\$ 2,061.15
14	TBD	Pillow Speaker: excluding Allen Technologies & Crest IR models	\$ 111.95	\$ 1,567.30
14	40130001 - JUP-1002-001	Break Away cable, 10-pin modular male to 1012 female connector. For 1012 series pillow speakers only.	\$ 18.12	\$ 253.68
1	SCI	Tie CB to PBX	\$ -	\$ -
14	TVI	Tie to In Room TV	\$ -	\$ -
14	LTI	Tie to In Room Lights	\$ -	\$ -
14	30142002 - LSC-1000	Light Switch Control (relays).	\$ 42.28	\$ 591.92
14	JU36-030 TBD	36" 1/4" to 1/4" jumper cable; Customer must supply TV model number at time of order.	\$ 14.73	\$ 206.22
14	WPA-0152 TBD	1 gang SS Coax 1/4" with pigtails. Customer must supply TV model number at time of order	\$ 24.09	\$ 337.26
1	Infection Control	Labor	\$ -	\$ -
1	Transport Fee	Containment Cart	\$ 377.50	\$ 377.50
1	F.S.	Misc Connectors and Bushings	\$ 151.00	\$ 151.00
1	FS-1	Hilti Fire Stop, tube	\$ 15.86	\$ 15.86

2200 Cordella Road Fairfield, CA 94534

Page 3

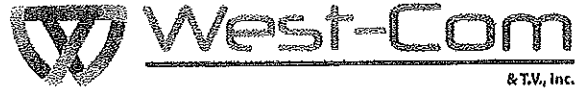
800-761-1180

www.westcall.com



March 22, 2017

13	LEV-84014	1-Gang, Blank Plate, SS	\$ 1.89	\$ 24.57
1	Focus Care upgrade required		\$ -	\$ -
1	Data Manager server located	in Focus Care upgrade quote	\$ -	\$ -
1	FC CDT for CB annunciation in PBX	located in Focus Care upgrade quote.	\$ -	\$ -
13	F.S.	Custom Table Upload	\$ -	\$ -
1	No Charge	Factory Training in Fairfield CA. (customer is responsible for all travel related expenses)	\$ -	\$ -
5	10111013 - CE100F22-4	4 pin Panduit .100 spacing connector.	\$ 1.14	\$ 5.70
1	10111025 - CE100F22-3	3-Pin Panduit Connector .100 Spacing	\$ 1.14	\$ 1.14
70	10112031 - RJ-45	RJ-45	\$ 2.27	\$ 158.90
145	J Hook	Cable Supports	\$ 7.95	\$ 1,152.75
0.75	30114029 - CLP2-22/2P	2pr,sh,22ga., CL2P	\$ 486.98	\$ 365.24
2.5	30114010 - WNP	4pr.CAT-5, 24ga., CL2P	\$ 443.94	\$ 1,109.85
1.25	30114025 - CL2P-22/4	4c, 22ga., CL2P	\$ 244.62	\$ 305.78
0.5	30114009 - WYP	Special Black, 10cond., CL2P	\$ 1,368.82	\$ 684.41
0.75	30114042 - WZP	Special Orange, 10c, CL2P	\$ 1,035.86	\$ 776.90
0.5	30114024 - CLP2-22/12	12c,22ga., CL2P	\$ 913.55	\$ 456.78



March 22, 2017

Equipment	\$ 33,356.14
Cable	\$ 5,017.43
Sales Tax	\$ 3,165.82
Shipping	\$ 1,025.33
Shop/Asbuilds	\$ 2,500.00
Labor	\$ 44,697.33
Total	\$ 89,762.05

FINANCING OPTION	
\$1 Buy-Out Option	
60 Month Lease Payment:	\$ 1,798.83

**All rates subject to credit approval*

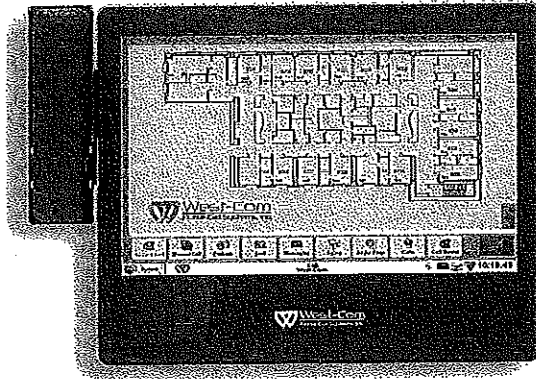
**Additional financing terms available. Please contact Great America Financial at 800-314-7737 for additional financing terms and options.*



March 22, 2017

30137116 - FCNS-15/MPP

15" Master Station with
Integrated Handset, keyboard,
mouse, MPP and FocusCare
License

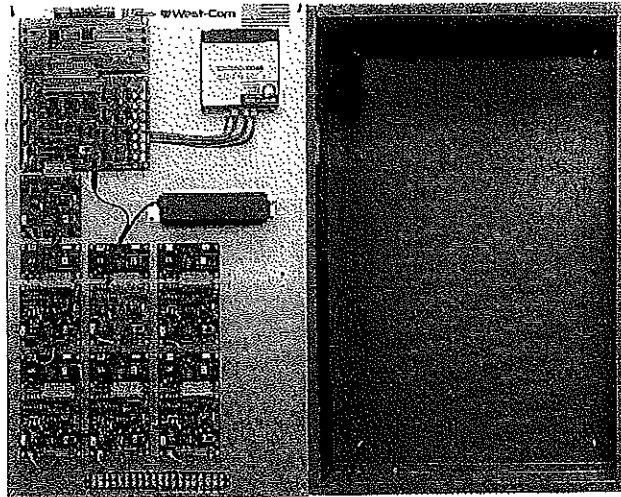




March 22, 2017

40136803 - NOVUS/3624/02
30116001 - TC-3624/6
30116026 - TCD-3624/S/L

Backplane 36 x 24 FHR Count 2
Box: 36" x 24" x 6"
Door: Louvered Surface Mount

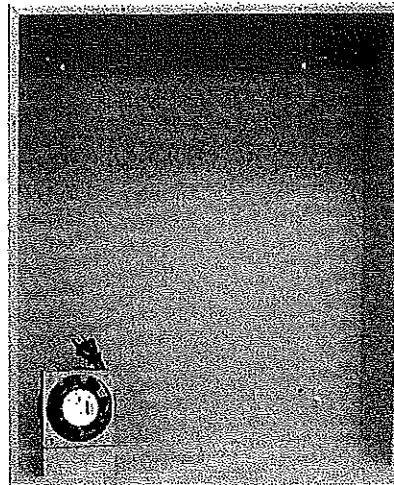
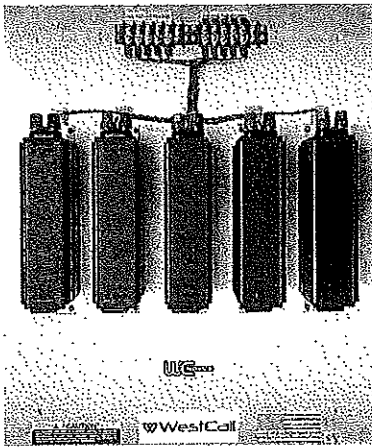




March 22, 2017

40138002 - NV-PSM/2
40116001 - NV-TC-1822/6
40116002 - NV-TCD-1822/S

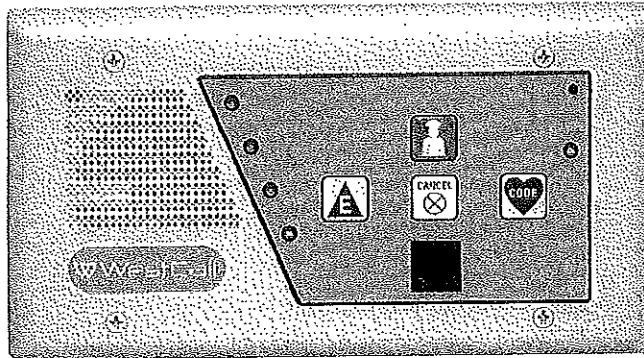
Power Supply Module- 2PS
Box: 18" x 22" x 6"
Door: Surface Mount with Fan



March 22, 2017

40135508 - NV-SPS2/CE

Single Patient Station with Code
and Emergency

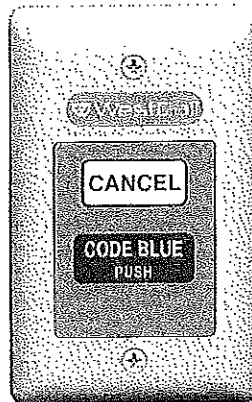




March 22, 2017

40139603 - NV-PBE2/CB

Novus, Code Blue, Generation II



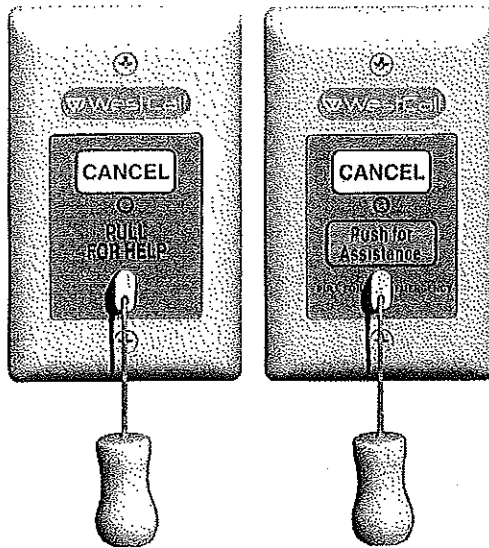
March 22, 2017

40139016 - SWPC-2000/P

Hybrid Slave Pull Cord
w/polycord

40139651 - NV-EPC2/AP

Novus Pull Cord with Assist,
w/polycord, Generation II

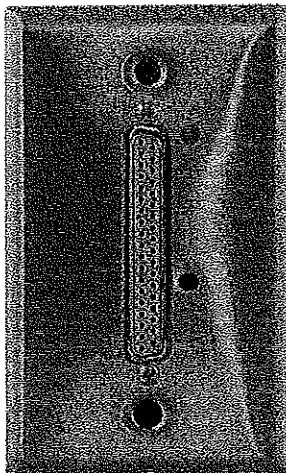




March 22, 2017

30139083 - WC-BED2

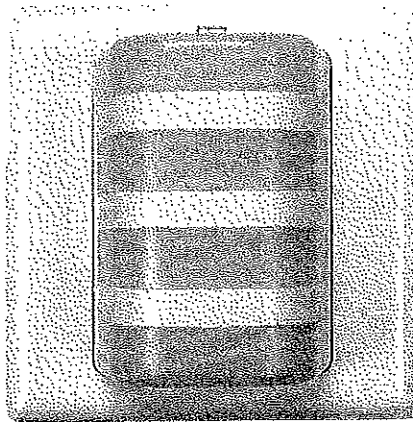
37-pin Bed Connector with built
in VIB, Quantity pricing
available.

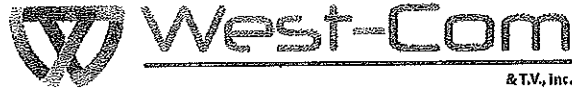


March 22, 2017

40140020 - NV-DOME2

Novus Dome with Optical input
and Buzzer.





March 22, 2017

SCOPE OF WORK

Included in this budgetary proposal:

- Hardware & cable specific to the Novus Nurse Call system.
- Installation of hardware, cable, fire caulking and cable support.
- Quote is based on an older site review and customer provided information.
- Tie to TV function: TV's must be installed and functional at time of testing for that room or additional charges will apply.
- Excluded: Pillow speakers for Allen Technologies and Crest IR models.
- WCTV only provides universal 2 Post/4post shelf; any other shelf needed will be at an additional cost
- WCTV will provide quoted specialty cabinets.
- WCTV supplied count sheet for itemized equipment to be installed per plans or job walk.
- Electronic Set only: Submittals, Shop Drawings & Asbuilds
- Exclude: Submission to any Agency, City or OSHPD.
- Excluded: Electrical engineer stamp.
- Excluded: Apprentice labor for any project. Should apprentice labor be required additional charges will apply.
- Excluded: Temporary wireless system: including labor to deploy or take down.
- Should WC be required to provide, deploy and set up a temporary wireless system additional labor will be required.
- Excluded: Samples
- Excluded: Mock up rooms unless specified in quote.
- Excluded: Payment & Performance Bond unless specified in quote.
- Standard ground freight only is included.
- Quote based upon work being done during normal business hours.
- WCTV normal business hours are: 7:00am to 3:30pm.
- Quote is based on installation being done in a single phase.
- Labor costs assume WCTV install team will have free/clear pathways to/around device locations & panel rooms, & for wire pulls, before commencing work.
- Labor costs assume the West-Com installation team is able to efficiently work a full 8 hour day at site.
- Quote excludes badging procedures and safety classes/meetings. This time is additional.
- West-Com & T.V., inc is Vendormate approved.
- 1 Year Warranty Labor: See Warranty Page below.
- 5 Year Warranty Parts; WCNC manufactured parts.



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The owner is responsible for the following:

- Review & approve the equipment listed in the above price for correct quantities of devices.
- Provide CAD files
- Provide parking: minimum 2 vans at no charge. If parking is not available: facility is responsible for all parking fees outside of quoted project.
- Conduit, sleeves & wall penetration per the plans & any additional conduit required for the installation.
- AC power to cabinets & specified locations per plans.
- Emergency/Critical Power as required by code.
- Any state licensing fee and permits.
- Tie to TV function: provide and install TV. Must be in place prior to WC test of all NC functions.
- Responsible for providing pillow speaker make and model.
- Provide OSHPD approved drawings to WC to be used onsite before the project begins.
- Provide & install standard back boxes.
- Install specialty cabinets.
- Responsible for Paint & Patch.
- Provide disposal bin for project trash removal.
- Accept Focus Care upgrade quote.
- Provide network connection to NC server.
- Provide VPN Client access to all Nurse Call servers before date of installation.
- If required set up a LAN (Local Area Network) on the hospital's existing backbone.
- Facility is required to send their engineers in for training.
- Ceiling access panels.
- The Customer is responsible for maintaining a suitable climatic condition for the equipment room housing portions of the system.
Suitable climatic conditions shall include, but not be limited to, the provision of adequate electrical power, air conditioning and humidity control and other environmental requirements contained in the manufacturer's specifications.

Spare parts are recommended but not included in this quote. A spare parts quote will be issued upon request.

The use of infectious control tents is not included in this quote. Additional Labor charges will apply to use tents.



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Scheduled work that is cancelled, refused or if the project is not 100% ready for WC to work a full day when WC arrives is subject to a \$1000.00 charge per occurrence.

West-Call® Manufactured product pricing is good for 90 days, all third party product pricing is not guaranteed. Standard delivery 6 - 8 weeks from receipt of hard copy purchase order. Schedule lead time varies: a minimum 6 week notice is required.

Orders over \$10, 000.00 require a 25% down payment, progress billings to be issued with final billing issued upon completion of installation. Payment terms: net 30 days from invoice date.

This quote is subject to West Com & T.V., inc. Standard Terms and Conditions. By accepting this quote you agree to accept the West-Com & TV., inc. Terms and Conditions in full which supersedes all other documents/contracts.



March 22, 2017

Warranty

Warranty period starts upon completion of area or option as defined by West-Com & T.V., inc. West-Call ® manufactured equipment is guaranteed by the manufacturer for 5 years. Installation is fully guaranteed for one year from date of installation. The manufacturers' warranties are valid only if the product is not damaged due to abuse.

Warranty service is provided at no charge during normal working hours - 7:00 a.m. to 3:30 p.m., Monday through Friday, except holidays.

In an emergency, a 4-hour response time is guaranteed. An emergency service call is considered a catastrophic complete system failure. Non-emergency warranty calls will be scheduled as soon as possible. If non-emergency warranty service is required before the next workday, you will be billed at the normal hourly service rate applicable at the time of service. A purchase order will be required for all non warranty service work.

When the system includes a complete set of spare room equipment, it is expected that the hospital will attempt repair through parts substitution. West-Com & T.V., inc. recommends that the hospital maintain spare parts for their systems. West-Com Nurse Call Systems® offers free factory training for the life of the system. The factory is located in Fairfield, CA. The classes are limited to eight per class. The hospital is responsible for all travel related expenses.

All manufacturers' materials are free of defects in workmanship or materials, and shall be warranted as such for the period stated above. The manufacturer will replace or repair at manufacturer's discretion any defective material furnished as stated in above warranty period upon presentation of satisfactory evidence of such defect. The warranty period is not extended if we repair or replace a warranted system or any parts. The Nurse call system and the parts equipment that make up said system if damaged by abuse, neglect, misuse, accident, modification, improper maintenance by customer, acts of nature or civil unrest are not covered under warranty. An extended Maintenance Service Contract is available upon request from West-Com & T.V., inc. at the end of the warranty period.

Please note that this warranty will be honored only if all invoices are current. All 3rd party warranty is per Manufacturer warranty date.



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Non-West-Com Manufactured Product Warranties

Dell Computers	---	Three Years
IPC-3 Computers	---	Two Years
Pillow Speakers	---	Two Years
Call Cords	---	One Year
Strain Reliefs	---	Ninety Days
Break-Away Cords	---	One Year
Power Supplies:		
PS-28	---	Two Years
All Others	---	One Year
Page	---	One Year
Televisions:		
LG	---	One Year
HCI	---	Two Years
Intercoms	---	One Year



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TERMS AND CONDITIONS

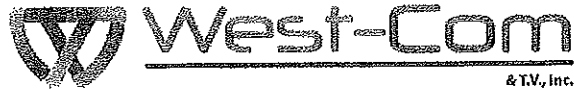
1. Quotation Validation and Payment Terms

The parties agree that this quotation is valid for 90 days from the quoted listed date. Any guarantee of pricing after the agreed upon date must be received from West-Com in writing. A 25% deposit is required upon receipt of purchase order for all orders over \$10,000.00. Payment terms are net 30 days from the date of billing. Progress payments are to be paid Net 30 regardless of sums received to Contractor by the Prime Contractor. Final payment less the agreed upon Retention is due Net 30 regardless of Contractor receiving payment from the Prime Contractor. Retention payment is due within 30 days of receipt of closeout documentation or owner acceptance. Late payments will be subjected to finance charges of 1.5% per month. Late payments will void any discounts offered on the system. West-Com is not responsible for any special Federal, State, or Local licensing that may be required for this contract, including F.C.C. licensing.

2. Installation and Delivery Terms

A. West-Com requires a minimum lead-time of three (3) weeks from the receipt of a written Purchase Order to begin work at the jobsite. West-Com will be allowed ready access to patient areas and other work areas. Quote is based on 6 sequential rooms and existing cable or conduit layout. Scheduled work that is cancelled or refused after crew is onsite is subject to \$1000.00 charge per occurrence. West-Com shall remove all trash and debris created by our installation in hospital provided container. Terminal clean if required is provided by the hospital. An area close to the installation site will be assigned to West-Com for equipment storage during the course of the installation. West-Com is responsible for all cable pull and hook up equipment. Standard Plenum cable is used in this quotation. If cable cannot be easily evacuated from the existing conduit due to previous installation practices, additional labor and conduit charges will apply. If cable cannot be evacuated at all, a new conduit may be required. Hospital is responsible for all associated costs for additional conduit required.

B. Unless specifically stated otherwise, obtaining State OSHPD permits and licenses is not included in this quotation agreement. Any additional devices that may be required due to OSHPD review of plans and per Title 24, Part 3, will be in addition to this contract. When OSHPD drawings are included in quotation, please note that West-Com does electrical drawings only, not structural, if required. OSHPD permit pricing includes one (1) visit only to the site, by the engineer of record. Additional site visits required (due to phasing or OSHPD requirements) will be charged at the rate of \$100.00/hour.



March 22, 2017

- C. Quotation for a full NC system includes one (1) full day of onsite in-service training for hospital personnel. This applies only to full system installations. The In-service Coordinator must be present for at least one in-service session. Attendance is required at the In-service training or there will be a \$500.00 fee. In-Service beyond the scheduled sessions is subject to additional fees. This applies to full system installs only.
- D. Technical training is provided free of charge at the West-Com manufacturing facility located in Fairfield, CA. The hospital is responsible for travel related expenses. A purchase order is required to reserve the class seat. An invoice will only be generated should the class not be attended. There is a minimum two week notice of cancellation to avoid charges. Hospital is responsible for purchasing latest manual. Call for pricing.
- E. West-Com cannot be held responsible for job delays due to manufacturer delays or shipping delays beyond our control.
- F. When a project involves the removal of existing equipment, all removed equipment will become the property of West-Com.
- G. West-Com cannot be responsible for interference on annunciator panels, dome lights, etc. due to other devices (e.g., fluorescent lights).
- H. Quote is based on "asbestos free" work area. Containment carts (tents) and procedures are not included in this quote. Additional fees will apply based on customer requirements.
- I. West-Com & T.V., inc. cannot be held responsible for unsatisfactory performance of product due to changes made to third party products.

3. Hospital Responsibilities

- A. Hospital is responsible for all conduit and cut in of back boxes and blank plates, when required, unless otherwise stated in the quotation. The hospital is responsible for all paint, patching and all ceiling tiles from normal installation procedures.
- B. Retention payment is due within 30 days of receipt of closeout documentation or owner acceptance.
- C. Sales Tax is included in all lump-sum contracts.
- D. Any changes requested by the hospital after the quotation has been accepted must be accompanied by a separate Hospital Purchase Order or Change Order signed by an authorized hospital representative.



March 22, 2017

- E. Additional work required by federal, state or local inspectors, which is not specifically included in this quotation, will require a Change Order.
- F. All 110 VAC power is to be supplied by the hospital. Nurse Call systems must be connected to the critical branch of the emergency power system per Title 24, CEC, Article 517.
- G. Any damage to the West-Com system intentional or otherwise will be subject to additional charges. A signed Change Order will be required before repair can be made.
- H. It is the owners' responsibility to check with a third party vendor on any equipment or software that may be required to complete an interface with the equipment listed in this proposal. The owner will pay all third party charges.
- I. If West-Com is required to name additional insured on our policy or waiver of subrogation endorsement and/or performance bonds, additional fees may be required.
- J. **Warranty and Non warranty Repairs:** Fill out entire repair form per device and submit for RMA number. Specific problem must be stated in detail on form or a \$75.00 fee will apply. If no problem is found with product then applicable labor fees will apply. Ship product back with RMA number clearly labeled on front of box.

4. General Provisions

- A. No other agreement hereafter in any way modifying or supplementing this Agreement shall be binding unless confirmed in writing by the parties.
- B. In the event any provision of this Agreement is declared void, unenforceable, or becomes unlawful in its operation, such provision shall not affect the rights and duties of the parties with regard to the remaining provisions of this Agreement, which shall continue to be valid and binding.
- C. The unlawful or unenforceable provision shall be substituted by a lawful and enforceable provision which, as much as possible, results in the same economic effect as the unlawful or unenforceable provision.



March 22, 2017

This agreement is made between West-Com & T.V., inc. 2200 Cordelia Road Fairfield, CA and above stated Customer/End User.

1. **Services Contracted:** Customer hereby contracts West-Com & T.V., Inc. to sell the equipment and provide services described in Cost Proposal, Scope of Work including T&C or other attached documents.
2. **Agreement Price:** Customer agrees to pay to West-Com & T.V., inc. the sum(s) noted on the Cost Proposal(s) with appropriate sales tax.
3. **Term of Agreement:** This Agreement shall commence the date that both parties have signed the Agreement.
4. **Acknowledgement:** Customer acknowledges that Agreement has been read and understands and agrees to the following Terms and Conditions. No changes or additions shall be part of this Agreement unless agreed and approved in writing by both parties. West-Com & T.V., inc. may withdraw this Agreement at any time should the Agreement be modified by Customer without West-Com & T.V., Inc.'s written approval.



March 22, 2017

IN WITNESS WHEREOF, the parties have executed these presents, the officers of the companies hereto being duly authorized on the day first above written.

West-Com & T.V., inc.

Facility

Address: 2200 Cordelia Road

Address:

Fairfield, CA 94534

Telephone: (707) 428-5902

Telephone:

Fax: (707) 428-5938

Fax:

Date: _____

Date: _____

Lionel Machado

From: Debbie Harms <dharms@westcall.com>
Sent: Friday, June 22, 2018 11:42 AM
To: Lionel Machado; Jonathan Peters
Cc: Angie Graziano; Sandra Gomez
Subject: RE: Nurse call system-Novus Gen II-Updated price quote
Attachments: Tulare 2nd fl ICU post Novus Gen II NC quote .pdf

Lionel,

Please see attached revised quote for the Novus Gen II system. This quote is stand alone and includes a server. We still recommend a FC upgrade be done for the ODY areas. If you have any questions, please let us know.

Thank you!

Best Regards,
Deb

Deborah S. Harms
Project Manager
707-428-5902-x 215 / Fax 707-428-5938
West-Com & T.V., inc

From: Lionel Machado <lmachado@tulareregional.org>
Sent: Thursday, June 14, 2018 2:10 PM
To: Debbie Harms <dharms@westcall.com>
Cc: Angie Graziano <agraziano@tulareregional.org>; Sandra Gomez <sgomez@tulareregional.org>
Subject: Nurse call system-Novus Gen II-Updated price quote
Importance: High

Hi Debbie, can you send me an updated price quote for our facility with the Novus Gen II. The initial quote number was 1073-28. This is for ICU and Post. The areas are vacant and will be at time of installation. We have no patients in the facility.

Thanks,

Lionel Machado RCP, RRT
Director Respiratory Care Services/Facilities
Safety Officer
EOC/Emergency Preparedness Coordinator
Security
Tel: (559)685-3468 Ext. 3480 Facilities or (559)366-1123 ext. 1123 Respiratory | 869 N. Cherry Street, Tulare, CA 93274
lmachado@tulareregional.org

SIEMENS

Date: 04/10/2017 Updated 06/19/2018 Proposal #: 80c50762-f8bc-45e9-a62f-6d0b222d60c2

To: Mr. Lionel Machando Tulare Regional Medical Center
 Phone: 559-685-3468 X3480 869 N. Cherry Street
 Cell: Tulare, CA 93274
 E-mail: lmachado@tulareregional.org

From: Dan Dondlinger Siemens Industry, Inc.
 Phone: (559) 217-2033 4273 W. Richert Ave, Suite 110
 E-Fax: (866) 741-3065 Fresno, CA 93722
 E-mail: Dan.Dondlinger@siemens.com

Project: Tulare Regional Medical Center – Replace Nurse Call System in the ICU & Post ICU

Siemens Industry, Inc. (SII) is pleased to present the following quotation to you for the above mentioned project.

SII will provide an onsite Technician for a complete turn-key installation of a Jeron Nurse Call System in the ICU and Post ICU Departments. SII will furnish and install all new required cable, devices and panels, system programming and testing of the system. Existing conduit will be utilized and new backboxes will be installed below the headwall to insure all device controls are below 48" above finished floor to meet current ADA code requirements. In addition to replacing all the existing nurse call devices, Visual Duty Stations will be added to the system in the Lab, Dirty Linen and Dirty Utility and Zone Lights will be added on either side of the cross corridor doors between ICU and Post ICU to meet the Nurse Call Device Location Requirements per Table 1224.4.6.5 of the 2016 California Building Code. SII will provide the required engineered nurse call shop drawings and submittals for the project which includes a Professional Engineer (PE) review and stamp and processing of all OSPHD required documentation in order to obtain a permit.

SII scope is as follows:

QTY	MODEL	DESCRIPTION
1	SERVER	Nurse Call System Main Server.
1	7993/7991/7995/7989	Main Nurse Call Panel.
3	7965	Touchscreen Master Console (1 to be located in PBX).
14	7923	Enhanced Single Patient Station with Staff Emergency & Code Blue Buttons.
14	7902/7906	Digital Pillow Speaker with Two Auxiliary Buttons (TV & Lighting Control).
13	7932	Pullcord Bath Station.
5	7958	Pullcord Shower Station.
14	7941	Dual Auxiliary Alarm Input Station (for Bed Alarm).
4	7917	Duty Station.
4	7950	Domeless Room Controller.
13	7952	Six Color Dome Light Controller.
2	7972	Six Color Zone Light.
LOT	CABLE	Nurse Call Cable.
LOT	INST	Installation to include main control panel, cable, back boxes as required and devices.
LOT	Submittal	Lot submittals
LOT	Program	Lot System Programming
LOT	ENG.	Engineering and Drafting of Shop Drawings

SIEMENS

Date: 04/10/2017 Updated 06/19/2018	Proposal #: 80c50762-f8bc-45e9-a62f-6d0b222d60c2
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QTY	MODEL	DESCRIPTION
LOT	PE STAMP	Electrical and Structural Engineer Details and Calculations as required for an OSHPD submittal.
LOT	PERMIT	OSHPD Application & Building Permit Processing.
LOT	PM	Project Management Labor
LOT	TEST	One (1) Pre-Test, One (1) OSHPD Final Test
LOT	Tax/Freight	Tax and Regular UPS Ground Freight Fees
LOT	Warranty	1-year Warranty, commencing from date of Fire Marshal Acceptance

CLARIFICATIONS

- A. This quotation is based on working normal business hours of Monday-Friday 7AM-4PM / 8AM-5PM.
- B. This quotation includes prevailing wage rates.
- C. This quotation is based on the project being completed in 2 phases. As discussed, patients will be moved from the ICU to the Post-ICU side and vice versa allowing Siemens to install one side of the project in entirety and then moving to the other side.
- D. This quotation includes installing new patient station backboxes below the headwall gutter to allow all operable buttons on the stations to be a maximum 48" above finished floor to meet current ADA requirements.
- E. This quotation includes all required stations to allow for TV Control, Lighting Control and Bed Alarm as discussed.
- F. This quotation is based on pulling new cable in the existing conduit system.

EXCLUSIONS

- A. Roof penetrations.
- B. Core drilling or X-rays.
- C. Any and all requirements involving lead / asbestos.
- D. Painting and patching.
- E. Trenching.
- F. New patient room smoke detectors or any interface with fire alarm system.
- G. This quotation does not include an interface with the beds to allow control of the nurse call system through the bed rails. Control of the nurse call system will be through the use of the nurse call system pillow speakers.

Siemens Industry, Inc. proposes to furnish the above, subject to our standard Terms & Conditions of Sale, for the sum of:

\$68,927.00

SIEMENS

Date: 04/10/2017 Updated 06/19/2018	Proposal #: 80c50762-f8bc-45e9-a62f-6d0b222d60c2
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Payment terms are Net 30 days from Invoice. Any alteration or deviation from the above involving additional costs will be performed only following acceptance by Siemens Industry, Inc. of purchasers' written order and will become additional cost to purchaser at Siemens Industry, Inc. then current charges. This proposal may be withdrawn by Siemens Industry, Inc. if not accepted within 30 days from the date shown above.

Acceptance of Proposal - The prices, specifications and Terms & Conditions contained herein are hereby accepted. Siemens Industry, Inc. is authorized to do the work as specified.

Accepted by _____ Title: _____
(please print):

Signature: _____ Date: _____

Article 1: General

1.1 These General Terms and Conditions, including any supplemental terms (each a "Rider"), are attached to and made part of the Proposal or other document as the case may be including any change order, in which these General Terms and Conditions are incorporated (the "Document"), that when approved in writing by the Customer and accepted by an authorized representative of Siemens shall (a) constitute the entire, complete and exclusive contract between the parties (this "Agreement") (i) to implement the work and services identified in the Scope of Work or Proposed Solution section of the Document (collectively, the "Work") to be provided by Siemens and (ii) for the physical equipment ("Equipment"), software owned or licensable by Siemens ("Software"), any related documentation ("Related Documentation"), deliverable Instruments (as defined in Section 2.2), and Work Product Deliverables (as defined in Section 2.1) identified in the Document to be provided by Siemens under the Agreement in accordance with the performance of the Work (collectively, the "Deliverables") and (b) supersedes and cancels all prior proposals, agreements and understandings, written or oral, relating to the subject matter of this Agreement.

1.2 Neither party may assign this Agreement or any rights or obligations hereunder without the prior written consent of the other except that either party may assign this Agreement to its affiliates and Siemens may grant a security interest in the proceeds to be paid to Siemens under this Agreement; assign proceeds of this Agreement; and/or use subcontractors in performance of the Work.

1.3 The terms and conditions of this Agreement shall not be modified or rescinded except in writing signed by duly authorized officers or managers of Siemens and Customer.

1.4 In the event of conflict between the other sections of the Document and these General Terms and Conditions, these General Terms and Conditions shall control. In the event of conflict between a Rider and any section of the Document or these General Terms and Conditions, the Rider shall control. Any differing or additional terms and conditions in any purchase order or other document are of no force and effect unless specifically accepted in writing by the parties.

1.5 Nothing contained in this Agreement shall be construed to give any rights or benefits to anyone other than the Customer and Siemens without the express written consent of both parties. All provisions of this Agreement allocating responsibility or liability between the parties shall survive the completion of the Work and termination of this Agreement.

1.6 Certain terms and conditions contained herein may not apply to the Work to be provided hereunder. It is the intent of the parties, however, that the interpretation to be given to the terms and conditions is to apply all terms and conditions unless clearly inapplicable given the type of Work included.

1.7 This Agreement shall be governed by and enforced in accordance with the laws of the State of Illinois. Any litigation arising under this Agreement shall be brought in the State or Commonwealth in which the Work is provided to Customer. TO THE EXTENT PERMITTED BY LAW, THE PARTIES WAIVE ANY RIGHT TO A JURY TRIAL ON MATTERS ARISING OUT OF THIS AGREEMENT. Prior to either party initiating any action against the other party, the issues shall first be referred to each party's senior management. Senior management of each party shall take reasonable steps to resolve the matter at issue. Any permitted action may be taken if the raised issue is not resolved within fourteen (14) days of its initial referral to senior management.

1.8 If, during or within ninety (90) days after the term of this Agreement, Customer engages any Siemens employee who has performed work under this or any other agreement between Customer and Siemens, Customer shall pay Siemens an amount equal to the employee's latest annual salary.

Article 2: License and Intellectual Property

2.1 Any tangible form of a report or drawing specifically developed for, commissioned by and deliverable to the Customer in connection with Work performed by Siemens under this Agreement ("Work Product Deliverables") shall become the Customer's property upon receipt by the Customer and payment of any fees due Siemens under this Agreement. Siemens may retain file copies of such Work Product Deliverables.

2.2 If any know how, tools and related documentation owned or

licensed by Siemens and used by Siemens to install or commission Equipment and Software for operation at the Site, including but not limited to tools for installing any Software, performing diagnostics on Equipment as installed at the Site as well as any reports, notes, calculations, data, drawings, estimates, specifications, manuals, documents, all computer programs, codes and computerized materials prepared by or for Siemens and used by Siemens to provide the Work ("Instruments") are provided to the Customer under this Agreement, any such Instruments shall remain Siemens property, including the intellectual property conceived or developed by Siemens in the Instruments.

2.3 In addition, all intellectual property: (i) that has been conceived or developed by an employee or subcontractor of Siemens before Siemens performs any Work under this Agreement; (ii) that is conceived or developed by such employee or subcontractor at any time wholly independently of Siemens performing the Work under this Agreement; or, (iii) if developed while performing the Work under this Agreement, where the development of intellectual property for the benefit of the Customer is not expressly identified as an item of Work to be provided to the Customer or where such Work comprised or corresponded to an update, improvement, configuration, or modification of Equipment or Software made in the ordinary course of business solely to allow such products to interface with any software and/or equipment and/or to operate at a site specified by Customer, (collectively, "Siemens Pre existing Intellectual Property") that may be included in scope provided to the Customer under this Agreement shall also remain Siemens' property including the Siemens Pre existing Intellectual Property included in the Work Product Deliverables. Siemens Pre existing Intellectual Property is also included in all reports, notes, calculations, data, drawings, estimates, specifications, manuals, documents, all computer programs, codes and computerized materials prepared by or for Siemens.

2.4 All Work Product Deliverables and any Instruments provided to the Customer are for the Customer's use and only for the purposes disclosed to Siemens. Siemens hereby grants the Customer a royalty free (once all payments due under this Agreement are paid to Siemens), non transferable, perpetual, nonexclusive license to use any Siemens Pre existing Intellectual Property solely as incorporated into the Work and Deliverables (including Work Product Deliverables and any Instruments provided to the Customer under this Agreement). Under such license, and following agreement to be bound to confidentiality provisions under this Agreement and/or in accordance with any separate confidentiality agreement that may exist between the parties, Customer shall have a right to: (a) Use, in object code form only, the Software that is owned or licensed by Siemens or its affiliates and that is either separately deliverable for use in the Equipment or for use in a computer system owned by the Customer or delivered as firmware embedded in the Equipment ("Software Deliverables"); (b) Make and retain archival and emergency copies of such Software Deliverables (subject to any confidentiality provisions) except if the Software Deliverable is embedded in the Equipment; and, (c) Use all such Equipment, Work Product Deliverables, and such Instruments, provided however, the Equipment, Work Product Deliverables, and Instruments shall not be used or relied upon by any third party, and such use shall be limited to the particular project and location for which the Work is provided.

2.5 The Customer shall not transfer the Equipment, Software, Work Product Deliverables, or Instruments to others or use them or permit them to be used for any extension of the Work or any other project or purpose, without Siemens' prior express written consent.

2.6 Any reuse of Equipment, Software, Work Product Deliverable, or such Instruments for other projects or locations without the written consent of Siemens, or use by any third party will be at the users risk and without liability to Siemens; and, the Customer shall indemnify, defend and hold Siemens harmless from any claims, losses or damages arising therefrom.

2.7 In consideration of such license, the Customer agrees not to reverse engineer any Equipment or Software to reconstruct or discover any source code, object code, firmware, underlying ideas, or algorithms of such Equipment or Software even to the extent such restriction is allowable by law.

2.8 Customer acknowledges that Siemens, in the normal conduct of its business, may use concepts, skills and know how developed while performing other contracts. Customer acknowledges the benefit which may accrue to it through this practice, and accordingly agrees that anything in this Agreement notwithstanding, Siemens may continue, without payment of a royalty, this practice of using skills and know how developed while performing this Agreement.

2.9 Customer acknowledges that all Facilities Data (as defined in paragraph 3.7) is owned by Siemens and may be used by Siemens in a commingled or other reasonable manner, provided that such use does not identify Customer or the location(s) of the facility or facilities to which Facilities Data pertains.

Article 3: Work by Siemens

3.1 Siemens will perform the Work expressly described in this Agreement and in any work release documents or change orders that are issued under this Agreement and signed by the parties. The Work performed by Siemens shall be conducted in a manner consistent with the degree of care and skill ordinarily exercised by reputable firms performing the same or similar work in the same locale acting under similar circumstances and conditions.

3.2 Siemens shall perform the Work during its normal working hours, Monday through Friday, excluding holidays, unless otherwise agreed herein.

3.3 Siemens is not required to conduct safety or other tests, install new devices or equipment or make modifications to any Equipment beyond the scope set forth in this Agreement. Any Customer request to change the scope or the nature of the Work must be in the form of a mutually agreed change order, effective only when executed by all parties hereto.

3.4 Siemens shall be responsible for any portion of the Work performed by any subcontractor of Siemens. Siemens shall not have any responsibility, duty or authority to direct, supervise or oversee any contractors of Customer or their work or to provide the means, methods or sequence of their work or to stop their work. Siemens' work and/or presence at a site shall not relieve others of their responsibility to Customer or to others. Siemens shall not be liable for the failure of Customer's contractors or others to fulfill their responsibilities, and Customer agrees to indemnify, hold harmless and defend Siemens against any claims arising out of such failures.

3.5 Siemens may rely on the accuracy and completeness of the information furnished by the Customer. Siemens does not represent that Siemens has made a detailed examination, audit or arithmetic verification of the documentation submitted by Customer or of other supporting data. Siemens does not represent that it has made exhaustive or continuous on site inspections.

3.6 To the extent that Work on a Fire and Life Safety ("FLS") system is included, the entire FLS system will be tested and inspected as set forth in the National Fire Protection Association ("NFPA") guidelines 72 2013 edition (or most current edition), Chapter 14, (hereby incorporated by reference), or as otherwise may be required pursuant to the law of the applicable jurisdiction. All testing of any FLS system will be performed at the time and place and in the manner deemed appropriate by Siemens, in accordance with applicable law and the requirements of NFPA and other relevant standards. Customer will be solely responsible for, and hereby indemnifies and holds Siemens harmless from and against, any liability arising from the Customer's specification of any testing schedule other than in accordance with NFPA guidelines or other applicable standards.

3.7 In the event that a data backup or data collection product or service is part of the Work and Siemens is to store the data, Siemens will take reasonable steps to protect the security of all Facilities Data stored offsite. Siemens does not represent or warrant that Facilities Data will not be disseminated, compromised or corrupted by reason of unauthorized actions of third parties. For the purposes of these General Terms and Conditions, "Facilities Data" means electronic data that is collected or generated by Siemens through scheduled back ups of the databases and/or graphics residing in the workstation(s) and/or field panel(s) that constitute part of Customer's automation control system.

Article 4: Responsibilities of Customer

4.1 Customer, without cost to Siemens, shall:

- (a) Designate a contact person with authority to make decisions for Customer regarding the Work and provide Siemens with information sufficient to contact such person in an emergency. If such representative cannot be reached, any request for Work received from a person located at Customer's site will be deemed authorized by Customer, and Siemens will, in its reasonable discretion, act accordingly;
 - (b) Provide or arrange for reasonable access and make all provisions for Siemens to enter any site where Work is to be performed;
 - (c) Permit Siemens to control and/or operate all facility controls, systems, apparatus, equipment and machinery necessary to perform the Work;
 - (d) Furnish Siemens with all available information pertinent to the Work including but not limited to, and within ten (10) days of receipt of a written request, all required reviews and approvals (or other appropriate action) with respect to a reasonable request for information, samples, estimates, schedules, shop drawings, drawings, specifications, purchase orders, contracts, and other items submitted and/or proposed by Siemens;
 - (e) Obtain and furnish Siemens with all approvals, permits and consents from government authorities and others as may be required for performance of the Work except for those Siemens has expressly agreed in writing to obtain;
 - (f) Notify Siemens promptly of any site conditions requiring special care, and provide Siemens with any available documents describing the quantity, nature, location and extent of such conditions;
 - (g) Comply with all laws and provide any notices required to be given to any government authorities in connection with the Work, except such notices Siemens has expressly agreed in writing to give;
 - (h) Provide Siemens with Material Safety Data Sheets (MSDS) conforming to OSHA requirements related to all Hazardous Materials at the site which may impact the Work;
 - (i) Furnish to Siemens any contingency plans related to the site; and
 - (j) Furnish the specified operating environment, including without limitation, suitable, clean, stable, properly conditioned electrical power to all Equipment; telephone lines, capacity and connectivity as required by such Equipment; and heat, light, air conditioning and other utilities in accordance with the specifications for the Equipment.
- 4.2 Unless contrary to applicable law or regulation, Customer acknowledges that the technical and pricing information contained in this Agreement is confidential and proprietary to Siemens and agrees not to disclose it or otherwise make it available to others.
- 4.3 Customer acknowledges that it is now and shall be at all times in control of the Work site. Siemens shall not have any responsibility, duty or authority to direct, supervise or oversee any employees or contractors of Customer or their work or to provide the means, methods or sequence of their work or to stop their work. Siemens' Work and/or presence at a site shall not relieve others of their responsibility to Customer or to others. Except as expressly provided herein, Siemens is not responsible for the adequacy of the health, safety or security programs or precautions related to Customer's or its other contractors' activities or operations; the work of any other person or entity; or Customer's site conditions. Siemens is not responsible for inspecting, observing, reporting or correcting health or safety conditions or deficiencies of Customer or others at Customer's site. So as not to discourage Siemens from voluntarily addressing such issues, in the event Siemens does make observations, reports, suggestions or otherwise regarding such issues, Siemens shall not be liable or responsible for same.
- 4.4 Customer is solely responsible for any removal, replacement or refinishing of the building structure or finishes that may be required to gain access to the Work.
- 4.5 Customer represents and warrants that it will not use workstations or field panels that constitute parts of its automation control for electronic storage of any Personally Identifiable Information. For the purposes of these Terms and Conditions, "Personally Identifiable Information" means any personal information that relates to, describes, or is capable of being associated with, a particular individual. By way of example and not of limitation, Personally Identifiable Information includes an individual's first name or first initial and last name, plus one or more of the following: social security number, health insurance identification number, medical information, insurance policy number, passport number, taxpayer

identification number, account number, credit card number or any other financial information.

4.6 SIEMENS HEREBY DISCLAIMS ANY AND ALL LIABILITY FOR DAMAGES, INJURY OR LOSS ARISING OUT OF DISCLOSURE OR DISSEMINATION OF PERSONALLY IDENTIFIABLE INFORMATION THAT WAS STORED IN VIOLATION OF PARAGRAPH 4.5 OF THIS ARTICLE.

4.7 To the extent permitted by law, Customer shall indemnify, defend and hold Siemens harmless from any claims, losses or damages arising out of disclosure or dissemination of Personally Identifiable Information that was stored in violation of paragraph 4.5 of this Article.

Article 5: Compensation

5.1 Siemens shall be compensated for the Work at its prevailing rates and reimbursed for costs and expenses (plus reasonable profit and overhead) incurred in its performance of the Work. All other work, including but not limited to the following, shall be separately billed or surcharged on a time and materials basis: (a) emergency work performed at Customer's request, if inspection does not reveal any deficiency covered by the Agreement; (b) work performed other than during Siemens' normal working hours; and, (c) work performed on equipment not covered by the Agreement.

5.2 Siemens may invoice Customer on a monthly or other progress billing basis. Invoices are due and payable upon receipt or as otherwise set forth in the Agreement. If any payment is not received when due, Siemens may deem Customer to be in breach hereof and may enforce any remedies available to it hereunder or at law, including without limitation, acceleration of payments and suspension or termination of the Work at any time and without notice and shall be entitled to compensation for the Work previously performed and for costs reasonably incurred in connection with the suspension or termination. In the event any payment due hereunder is not made when due, the Customer agrees to pay, on demand, as a late charge, one and one half percent (1.5%) of the amount of the payment per month, limited by the maximum rate permitted by law, of each overdue amount (including accelerated balances) under the Agreement. Customer shall reimburse Siemens for Siemens' costs and expenses (including reasonable attorneys' and witnesses' fees) incurred for collection under this Agreement. In the event of a dispute by Customer regarding any portion or all of an invoiced amount, it shall notify Siemens in writing of the amount in dispute and the reason for its disagreement within 21 days of receipt of the invoice, the undisputed portion shall be paid when due, and interest on the disputed, unpaid portion shall accrue as aforesaid, from the date due until the date of payment, to the extent that such amounts are finally determined to be payable to Siemens.

5.3 Except to the extent expressly agreed in writing, Siemens' fees do not include any taxes, excises, fees, duties or other government charges related to the Work, and Customer shall pay such amounts or reimburse Siemens for any amounts it pays. If Customer claims a tax exemption or direct payment permit, it shall provide Siemens with a valid exemption certificate or permit and indemnify, defend and hold Siemens harmless from any taxes, costs and penalties arising out of same.

Article 6: Changes; Delays; Excused Performance

6.1 As the Work is performed, conditions may change or circumstances outside Siemens' reasonable control (such as changes of law) may develop which require Siemens to expend additional costs, effort or time to complete the Work, in which case Siemens shall notify Customer and an equitable adjustment made to the compensation and time for performance. In the event conditions or circumstances require the Work to be suspended or terminated, Siemens shall be compensated for the Work performed and for costs reasonable incurred in connection with the suspension or termination.

6.2 Siemens shall not be responsible for loss, delay, injury, damage or failure of performance that may be caused by circumstances beyond its control, including but not limited to acts or omissions by Customer or its employees, agents or contractors, Acts of God, war, terrorism, civil commotion, acts or omissions of government authorities, fire, theft, corrosion, flood, water damage, lightning, freeze ups, computer viruses, program or system hackers, strikes, lockouts, differences with workmen, riots, explosions, quarantine restrictions, delays in transportation, or

shortage of vehicles, fuel, labor or materials. In the event of any such circumstances, Siemens shall be excused from performance of the Work and the time for performance shall be extended by a period equal to the time lost plus a reasonable recovery period and the compensation equitably adjusted to compensate for additional costs Siemens incurs due to such circumstances.

Article 7: Warranty; Disclaimers; Insurance; Allocation of Risk

7.1 (a) Until one year from either the date the Equipment is installed or the date of first beneficial use, whichever first occurs, all Equipment manufactured by Siemens or bearing its nameplate will be free from defects in material and workmanship arising from normal use and service.

(b) Labor for all Work under this Agreement is warranted to be free from defects for one year after the earlier of the date the Work is substantially completed or the date of first beneficial use.

(c) To the extent that Software is a Deliverable as part of the Work for use in the Equipment or in a computer owned by the Customer, Customer agrees to take delivery of any such Software subject to (i) any applicable Siemens or third party end user license agreement ("EULA") accompanying such Software, or (ii), if no EULA accompanies such Software, the EULA posted at www.usa.siemens.com/btopseula (Siemens' EULA web site) for such Software used in or with the Equipment identified by product model or part number on the Siemens EULA web site. Such Software shall be warranted in accordance with its applicable EULA unless an exception is explicitly identified in the Document under this Agreement. For all other Equipment, Siemens hereby assigns to Customer, without recourse, any and all assignable warranties available from any manufacturer or supplier of such Equipment and such Software and will assist Customer in enforcement of such assigned warranties.

7.2 (a) The limited warranties set forth in Section 7.1 will be void as to, and shall not apply to, any Work, Equipment or Software (i) repaired, altered or improperly installed by any person other than Siemens or its authorized representative; (ii) Equipment subjected to unreasonable or improper use or storage, used beyond rated conditions, operated other than per Siemens' or the manufacturer's instructions, or otherwise subjected to improper maintenance, negligence or accident; (iii) damaged because of any use of the Work after Customer has, or should have, knowledge of any defect in the Work; or (iv) Equipment not manufactured, fabricated and assembled by Siemens or not bearing Siemens' nameplate. However, Siemens assigns to Customer, without recourse, any and all assignable warranties available from any manufacturer, supplier, or subcontractor of such Equipment and will assist Customer in enforcement of such assigned warranties.

(b) Any claim under the limited warranty granted above must be made in writing to Siemens within thirty (30) days after discovery of the claimed defect unless discovered directly by Siemens. Such limited warranty only extends to Customer and not to any subsequent owner of the Equipment. Customer's sole and exclusive remedy for any Work not conforming with this limited warranty is limited to, at Siemens' option, (i) repair or replacement of defective components of covered Equipment, or (ii) reperformance of the defective portion of the Work.

(c) Siemens shall not be required to repair or replace more than the component(s) of the Equipment actually found to be defective. Siemens' warranty liability shall not exceed the purchase price of such component(s). Repaired or replaced Equipment will be warranted hereunder only for the remaining portion of the original warranty period.

7.3 THE EXPRESS LIMITED WARRANTIES PROVIDED ABOVE ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, STATUTORY, EXPRESS, OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, QUALITY, CAPACITY OR WORKMANSHIP, ALL EXPRESS OR IMPLIED WARRANTIES AGAINST THIRD PARTY INTELLECTUAL PROPERTY ("IP") INFRINGEMENTS (INCLUDING PATENT, COPYRIGHT AND OTHER REGISTERED OR UNREGISTERED THIRD PARTY IP RIGHTS) OR DEFECTS, WHETHER HIDDEN OR APPARENT, AND EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO COMPLIANCE OF THE EQUIPMENT AND DELIVERABLES WITH THE REQUIREMENTS OF ANY LAW, REGULATION,

SPECIFICATION OR CONTRACT RELATIVE THERETO, WHICH ARE HEREBY EXPRESSLY DISCLAIMED. SIEMENS MAKES NO WARRANTY, EXPRESS OR IMPLIED, THAT ANY EQUIPMENT PROVIDED HEREUNDER WILL PREVENT ANY LOSS, OR WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INSTALLED OR INTENDED. The limited express warranties and representation set forth in this Agreement may only be modified or supplemented in a writing signed by a duly authorized signatory of Siemens

7.4 Siemens shall maintain the following insurance while performing the Work:

Workers' Compensation	Statutory
Employers' Liability	\$1,000,000 each accident
Commercial General Liability	\$1,000,000 per occurrence and \$5,000,000 in the aggregate
Automobile Liability	\$1,000,000 per occurrence/aggregate

7.5 Risk of loss of materials and Equipment furnished by Siemens shall pass to Customer upon delivery to Customer's premises, and Customer shall be responsible for protecting and insuring them against theft and damage.

7.6 WITH RESPECT TO ANY LIABILITY (WARRANTY OR OTHERWISE) THAT SIEMENS MAY HAVE UNDER THIS AGREEMENT, IN NO EVENT SHALL SIEMENS BE LIABLE (INCLUDING WITHOUT LIMITATION, UNDER ANY THEORY IN TORTS) FOR ANY LOSS OF USE, REVENUE, ANTICIPATED PROFITS OR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS AND/OR LOST BUSINESS OPPORTUNITIES) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE WORK WHETHER ARISING IN WARRANTY, TORT, CONTRACT, STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY, WHETHER, FOR WARRANTY, LATE OR NON DELIVERY OF ANY WORK, AND WHETHER SIEMENS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Siemens reserves the right to control the defense and settlement of any claim for which Siemens has an obligation to indemnify hereunder.

7.7 It is understood and agreed by and between the parties that Siemens is not an insurer and this Agreement is not intended to be an insurance policy or a substitute for an insurance policy. Pricing for the Work is based solely upon the value of the Work provided hereunder, and are unrelated to the value of Customer's property or the property of others on Customer's premises. Accordingly, Siemens' aggregate liability for any and all claims, losses or expenses (including attorneys fees) arising out of this Agreement, or out of any Work or goods furnished under this Agreement, whether based in contract, negligence, strict liability, agency, warranty, trespass, indemnity or any other theory of liability, shall be limited to the lesser of \$1,000,000 or the total compensation received by Siemens from Customer under this Agreement; EXCEPT FOR SUCH CLAIMS, LOSSES OR EXPENSES ARISING FROM, OR CAUSED BY, THE FAILURE OF A SIEMENS INSTALLED FLS SYSTEM TO OPERATE PROPERLY. IN SUCH EVENT, CUSTOMER'S SOLE REMEDY FOR A DEFECTIVE NON CONFORMING FLS SYSTEM PROVIDED HEREUNDER SHALL BE IN ACCORDANCE WITH THE WARRANTY TERMS CONTAINED HEREIN.

7.8 The parties acknowledge that the price which Siemens has agreed to perform its Work and obligations under this Agreement is calculated based upon the foregoing limitations of liability, and that Siemens has expressly relied on, and would not have entered into this Agreement but for such limitations of liability.

Article 8: Hazardous Materials Provisions

8.1 The Work does not include directly or indirectly performing or arranging for the detection, monitoring, handling, storage, removal, transportation, disposal or treatment of Oil or Hazardous Materials. Except as disclosed pursuant to Section 8.3, Customer represents that there is no asbestos or any other hazardous or toxic materials, as defined in the Comprehensive Environmental Response, Compensation and Liability Act

of 1980, as amended, the regulations promulgated thereunder, and other applicable federal, state or local law ("Hazardous Materials"), present at Customer's locations where Work is performed. Siemens will notify Customer immediately if it discovers or suspects the presence of any Hazardous Material. All Work has been priced and agreed to by Siemens in reliance on Customer's representations as set forth in this Section 8.1. The presence of Hazardous Materials constitutes a change in the Proposed Solution equivalent to a change order whose terms must be agreed to by Siemens before its obligations hereunder will continue.

8.2 Customer shall be solely responsible for testing, abating, encapsulating, removing, remedying or neutralizing such Hazardous Materials, and for the costs thereof. Even if an appropriate change order has been entered into pursuant to Section 8.1 above, Siemens will continue to have the right to stop the Work until the job site is free from Hazardous Materials. In such event, Siemens will receive an equitable extension of time to complete its Work, and compensation for delays caused by Hazardous Materials remediation. In no event shall Siemens be required or construed to take title, ownership or responsibility for such Oil or Hazardous Materials. Customer shall sign any required waste manifests in conformance with all government regulations, listing Customer as the generator of the waste.

8.3 Customer warrants that, prior to the execution of the Agreement, it has notified Siemens in writing of any and all Hazardous Materials present, potentially present or likely to become present at Customer's locations and has provided a copy of any jobsite safety policies, including but not limited to lock out and tag procedures, laboratory procedures, chemical hygiene plan, material safety data sheets or other items covered or required to be disclosed or maintained by federal, state, or local laws, regulations or ordinances.

8.4 For separate consideration of \$10 and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Customer shall indemnify, defend and hold Siemens harmless from and against any damages, losses, costs, liabilities or expenses (including attorneys' fees) arising out of any Oil or Hazardous Materials or from Customer's breach of, or failure to perform its obligations under, Sections 8.1, 8.2 or 8.3.

Article 9: Import / Export Indemnity

9.1 Customer acknowledges that Siemens is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the Work or Equipment or services provided under the Contract, including any export license requirements. Customer agrees that such Work or Equipment or Software shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Siemens of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. CUSTOMER AGREES TO INDEMNIFY AND HOLD SIEMENS HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

Article 10: Small Business Concern

SIEMENS shall adhere to FAR 52.219 8 regarding the "Utilization of Small Business Concerns", as part of its Commercial Small Business Subcontracting Agreement with the federal government. SIEMENS' policy is to offer small business concerns, including small disadvantaged businesses, women owned small businesses, HUBZone small businesses, veteran owned small businesses and service disabled veteran owned small businesses, the "maximum practical opportunity" to participate in performing contracts let by any commercial entity, local government or federal agency, including subcontracts for subsystems, assemblies, components, and related services for major systems.

SIEMENS

Date: 04/10/2017 Updated 06/19/2018 Proposal #: 80c50762-f8bc-45e9-a62f-6d0b222d60c2

To: Mr. Lionel Machado Tulare Regional Medical Center
 Phone: 559-685-3468 X3480 869 N. Cherry Street
 Cell: Tulare, CA 93274
 E-mail: lmachado@tulareregional.org

From: Dan Dondlinger Siemens Industry, Inc.
 Phone: (559) 217-2033 4273 W. Richert Ave, Suite 110
 E-Fax: (866) 741-3065 Fresno, CA 93722
 E-mail: Dan.Dondlinger@siemens.com

Project: Tulare Regional Medical Center – Replace Nurse Call System in the ICU & Post ICU

Siemens Industry, Inc. (SII) is pleased to present the following quotation to you for the above mentioned project.

SII will provide an onsite Technician for a complete turn-key installation of a Jeron Nurse Call System in the ICU and Post ICU Departments. SII will furnish and install all new required cable, devices and panels, system programming and testing of the system. Existing conduit will be utilized and new backboxes will be installed below the headwall to insure all device controls are below 48" above finished floor to meet current ADA code requirements. In addition to replacing all the existing nurse call devices, Visual Duty Stations will be added to the system in the Lab, Dirty Linen and Dirty Utility and Zone Lights will be added on either side of the cross corridor doors between ICU and Post ICU to meet the Nurse Call Device Location Requirements per Table 1224.4.6.5 of the 2016 California Building Code. SII will provide the required engineered nurse call shop drawings and submittals for the project which includes a Professional Engineer (PE) review and stamp and processing of all OSPHD required documentation in order to obtain a permit.

SII scope is as follows:

QTY	MODEL	DESCRIPTION
1	SERVER	Nurse Call System Main Server.
1	7993/7991/7995/7989	Main Nurse Call Panel.
3	7965	Touchscreen Master Console (1 to be located in PBX).
14	7923	Enhanced Single Patient Station with Staff Emergency & Code Blue Buttons.
14	7902/7906	Digital Pillow Speaker with Two Auxiliary Buttons (TV & Lighting Control).
13	7932	Pullcord Bath Station.
5	7958	Pullcord Shower Station.
14	7941	Dual Auxiliary Alarm Input Station (for Bed Alarm).
4	7917	Duty Station.
4	7950	Domeless Room Controller.
13	7952	Six Color Dome Light Controller.
2	7972	Six Color Zone Light.
LOT	CABLE	Nurse Call Cable.
LOT	INST	Installation to include main control panel, cable, back boxes as required and devices.
LOT	Submittal	Lot submittals
LOT	Program	Lot System Programming
LOT	ENG.	Engineering and Drafting of Shop Drawings

SIEMENS

Date: 04/10/2017 Updated 06/19/2018 Proposal #: 80c50762-f8bc-45e9-a62f-6d0b222d60c2

QTY	MODEL	DESCRIPTION
LOT	PE STAMP	Electrical and Structural Engineer Details and Calculations as required for an OSHPD submittal.
LOT	PERMIT	OSHPD Application & Building Permit Processing.
LOT	PM	Project Management Labor
LOT	TEST	One (1) Pre-Test, One (1) OSHPD Final Test
LOT	Tax/Freight	Tax and Regular UPS Ground Freight Fees
LOT	Warranty	1-year Warranty, commencing from date of Fire Marshal Acceptance

CLARIFICATIONS

- A. This quotation is based on working normal business hours of Monday-Friday 7AM-4PM / 8AM-5PM.
- B. This quotation includes prevailing wage rates.
- C. This quotation is based on the project being completed in 2 phases. As discussed, patients will be moved from the ICU to the Post-ICU side and vice versa allowing Siemens to install one side of the project in entirety and then moving to the other side.
- D. This quotation includes installing new patient station backboxes below the headwall gutter to allow all operable buttons on the stations to be a maximum 48" above finished floor to meet current ADA requirements.
- E. This quotation includes all required stations to allow for TV Control, Lighting Control and Bed Alarm as discussed.
- F. This quotation is based on pulling new cable in the existing conduit system.

EXCLUSIONS

- A. Roof penetrations.
- B. Core drilling or X-rays.
- C. Any and all requirements involving lead / asbestos.
- D. Painting and patching.
- E. Trenching.
- F. New patient room smoke detectors or any interface with fire alarm system.
- G. This quotation does not include an interface with the beds to allow control of the nurse call system through the bed rails. Control of the nurse call system will be through the use of the nurse call system pillow speakers.

Siemens Industry, Inc. proposes to furnish the above, subject to our standard Terms & Conditions of Sale, for the sum of:

\$68,927.00

SIEMENS

Date: 04/10/2017 Updated 06/19/2018	Proposal #: 80c50762-f8bc-45e9-a62f-6d0b222d60c2
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Payment terms are Net 30 days from Invoice. Any alteration or deviation from the above involving additional costs will be performed only following acceptance by Siemens Industry, Inc. of purchasers' written order and will become additional cost to purchaser at Siemens Industry, Inc. then current charges. This proposal may be withdrawn by Siemens Industry, Inc. if not accepted within 30 days from the date shown above.

Acceptance of Proposal - The prices, specifications and Terms & Conditions contained herein are hereby accepted. Siemens Industry, Inc. is authorized to do the work as specified.

Accepted by _____ Title: _____
(please print):

Signature: _____ Date: _____

Article 1: General

1.1 These General Terms and Conditions, including any supplemental terms (each a "Rider"), are attached to and made part of the Proposal or other document as the case may be including any change order, in which these General Terms and Conditions are incorporated (the "Document"), that when approved in writing by the Customer and accepted by an authorized representative of Siemens shall (a) constitute the entire, complete and exclusive contract between the parties (this "Agreement") (i) to implement the work and services identified in the Scope of Work or Proposed Solution section of the Document (collectively, the "Work") to be provided by Siemens and (ii) for the physical equipment ("Equipment"), software owned or licensable by Siemens ("Software"), any related documentation ("Related Documentation"), deliverable Instruments (as defined in Section 2.2), and Work Product Deliverables (as defined in Section 2.1) identified in the Document to be provided by Siemens under the Agreement in accordance with the performance of the Work (collectively, the "Deliverables") and (b) supersedes and cancels all prior proposals, agreements and understandings, written or oral, relating to the subject matter of this Agreement.

1.2 Neither party may assign this Agreement or any rights or obligations hereunder without the prior written consent of the other except that either party may assign this Agreement to its affiliates and Siemens may grant a security interest in the proceeds to be paid to Siemens under this Agreement; assign proceeds of this Agreement; and/or use subcontractors in performance of the Work.

1.3 The terms and conditions of this Agreement shall not be modified or rescinded except in writing signed by duly authorized officers or managers of Siemens and Customer.

1.4 In the event of conflict between the other sections of the Document and these General Terms and Conditions, these General Terms and Conditions shall control. In the event of conflict between a Rider and any section of the Document or these General Terms and Conditions, the Rider shall control. Any differing or additional terms and conditions in any purchase order or other document are of no force and effect unless specifically accepted in writing by the parties.

1.5 Nothing contained in this Agreement shall be construed to give any rights or benefits to anyone other than the Customer and Siemens without the express written consent of both parties. All provisions of this Agreement allocating responsibility or liability between the parties shall survive the completion of the Work and termination of this Agreement.

1.6 Certain terms and conditions contained herein may not apply to the Work to be provided hereunder. It is the intent of the parties, however, that the interpretation to be given to the terms and conditions is to apply all terms and conditions unless clearly inapplicable given the type of Work included.

1.7 This Agreement shall be governed by and enforced in accordance with the laws of the State of Illinois. Any litigation arising under this Agreement shall be brought in the State or Commonwealth in which the Work is provided to Customer. TO THE EXTENT PERMITTED BY LAW, THE PARTIES WAIVE ANY RIGHT TO A JURY TRIAL ON MATTERS ARISING OUT OF THIS AGREEMENT. Prior to either party initiating any action against the other party, the issues shall first be referred to each party's senior management. Senior management of each party shall take reasonable steps to resolve the matter at issue. Any permitted action may be taken if the raised issue is not resolved within fourteen (14) days of its initial referral to senior management.

1.8 If, during or within ninety (90) days after the term of this Agreement, Customer engages any Siemens employee who has performed work under this or any other agreement between Customer and Siemens, Customer shall pay Siemens an amount equal to the employee's latest annual salary.

Article 2: License and Intellectual Property

2.1 Any tangible form of a report or drawing specifically developed for, commissioned by and deliverable to the Customer in connection with Work performed by Siemens under this Agreement ("Work Product Deliverables") shall become the Customer's property upon receipt by the Customer and payment of any fees due Siemens under this Agreement. Siemens may retain file copies of such Work Product Deliverables.

2.2 If any know how, tools and related documentation owned or

licensed by Siemens and used by Siemens to install or commission Equipment and Software for operation at the Site, including but not limited to tools for installing any Software, performing diagnostics on Equipment as installed at the Site as well as any reports, notes, calculations, data, drawings, estimates, specifications, manuals, documents, all computer programs, codes and computerized materials prepared by or for Siemens and used by Siemens to provide the Work ("Instruments") are provided to the Customer under this Agreement, any such Instruments shall remain Siemens property, including the intellectual property conceived or developed by Siemens in the Instruments.

2.3 In addition, all intellectual property: (i) that has been conceived or developed by an employee or subcontractor of Siemens before Siemens performs any Work under this Agreement; (ii) that is conceived or developed by such employee or subcontractor at any time wholly independently of Siemens performing the Work under this Agreement; or, (iii) if developed while performing the Work under this Agreement, where the development of intellectual property for the benefit of the Customer is not expressly identified as an item of Work to be provided to the Customer or where such Work comprised or corresponded to an update, improvement, configuration, or modification of Equipment or Software made in the ordinary course of business solely to allow such products to interface with any software and/or equipment and/or to operate at a site specified by Customer, (collectively, "Siemens Pre existing Intellectual Property") that may be included in scope provided to the Customer under this Agreement shall also remain Siemens' property including the Siemens Pre existing Intellectual Property included in the Work Product Deliverables. Siemens Pre existing Intellectual Property is also included in all reports, notes, calculations, data, drawings, estimates, specifications, manuals, documents, all computer programs, codes and computerized materials prepared by or for Siemens.

2.4 All Work Product Deliverables and any Instruments provided to the Customer are for the Customer's use and only for the purposes disclosed to Siemens. Siemens hereby grants the Customer a royalty free (once all payments due under this Agreement are paid to Siemens), non transferable, perpetual, nonexclusive license to use any Siemens Pre existing Intellectual Property solely as incorporated into the Work and Deliverables (including Work Product Deliverables and any Instruments provided to the Customer under this Agreement). Under such license, and following agreement to be bound to confidentiality provisions under this Agreement and/or in accordance with any separate confidentiality agreement that may exist between the parties, Customer shall have a right to: (a) Use, in object code form only, the Software that is owned or licensed by Siemens or its affiliates and that is either separately deliverable for use in the Equipment or for use in a computer system owned by the Customer or delivered as firmware embedded in the Equipment ("Software Deliverables"); (b) Make and retain archival and emergency copies of such Software Deliverables (subject to any confidentiality provisions) except if the Software Deliverable is embedded in the Equipment; and, (c) Use all such Equipment, Work Product Deliverables, and such Instruments, provided however, the Equipment, Work Product Deliverables, and Instruments shall not be used or relied upon by any third party, and such use shall be limited to the particular project and location for which the Work is provided.

2.5 The Customer shall not transfer the Equipment, Software, Work Product Deliverables, or Instruments to others or use them or permit them to be used for any extension of the Work or any other project or purpose, without Siemens' prior express written consent.

2.6 Any reuse of Equipment, Software, Work Product Deliverable, or such Instruments for other projects or locations without the written consent of Siemens, or use by any third party will be at the users risk and without liability to Siemens; and, the Customer shall indemnify, defend and hold Siemens harmless from any claims, losses or damages arising therefrom.

2.7 In consideration of such license, the Customer agrees not to reverse engineer any Equipment or Software to reconstruct or discover any source code, object code, firmware, underlying ideas, or algorithms of such Equipment or Software even to the extent such restriction is allowable by law.

2.8 Customer acknowledges that Siemens, in the normal conduct of its business, may use concepts, skills and know how developed while performing other contracts. Customer acknowledges the benefit which may accrue to it through this practice, and accordingly agrees that anything in this Agreement notwithstanding, Siemens may continue, without payment of a royalty, this practice of using skills and know how developed while performing this Agreement.

2.9 Customer acknowledges that all Facilities Data (as defined in paragraph 3.7) is owned by Siemens and may be used by Siemens in a commingled or other reasonable manner, provided that such use does not identify Customer or the location(s) of the facility or facilities to which Facilities Data pertains.

Article 3: Work by Siemens

3.1 Siemens will perform the Work expressly described in this Agreement and in any work release documents or change orders that are issued under this Agreement and signed by the parties. The Work performed by Siemens shall be conducted in a manner consistent with the degree of care and skill ordinarily exercised by reputable firms performing the same or similar work in the same locale acting under similar circumstances and conditions.

3.2 Siemens shall perform the Work during its normal working hours, Monday through Friday, excluding holidays, unless otherwise agreed herein.

3.3 Siemens is not required to conduct safety or other tests, install new devices or equipment or make modifications to any Equipment beyond the scope set forth in this Agreement. Any Customer request to change the scope or the nature of the Work must be in the form of a mutually agreed change order, effective only when executed by all parties hereto.

3.4 Siemens shall be responsible for any portion of the Work performed by any subcontractor of Siemens. Siemens shall not have any responsibility, duty or authority to direct, supervise or oversee any contractors of Customer or their work or to provide the means, methods or sequence of their work or to stop their work. Siemens' work and/or presence at a site shall not relieve others of their responsibility to Customer or to others. Siemens shall not be liable for the failure of Customer's contractors or others to fulfill their responsibilities, and Customer agrees to indemnify, hold harmless and defend Siemens against any claims arising out of such failures.

3.5 Siemens may rely on the accuracy and completeness of the information furnished by the Customer. Siemens does not represent that Siemens has made a detailed examination, audit or arithmetic verification of the documentation submitted by Customer or of other supporting data. Siemens does not represent that it has made exhaustive or continuous on site inspections.

3.6 To the extent that Work on a Fire and Life Safety ("FLS") system is included, the entire FLS system will be tested and inspected as set forth in the National Fire Protection Association ("NFPA") guidelines 72 2013 edition (or most current edition), Chapter 14, (hereby incorporated by reference), or as otherwise may be required pursuant to the law of the applicable jurisdiction. All testing of any FLS system will be performed at the time and place and in the manner deemed appropriate by Siemens, in accordance with applicable law and the requirements of NFPA and other relevant standards. Customer will be solely responsible for, and hereby indemnifies and holds Siemens harmless from and against, any liability arising from the Customer's specification of any testing schedule other than in accordance with NFPA guidelines or other applicable standards.

3.7 In the event that a data backup or data collection product or service is part of the Work and Siemens is to store the data, Siemens will take reasonable steps to protect the security of all Facilities Data stored offsite. Siemens does not represent or warrant that Facilities Data will not be disseminated, compromised or corrupted by reason of unauthorized actions of third parties. For the purposes of these General Terms and Conditions, "Facilities Data" means electronic data that is collected or generated by Siemens through scheduled back ups of the databases and/or graphics residing in the workstation(s) and/or field panel(s) that constitute part of Customer's automation control system.

Article 4: Responsibilities of Customer

4.1 Customer, without cost to Siemens, shall:

- (a) Designate a contact person with authority to make decisions for Customer regarding the Work and provide Siemens with information sufficient to contact such person in an emergency. If such representative cannot be reached, any request for Work received from a person located at Customer's site will be deemed authorized by Customer, and Siemens will, in its reasonable discretion, act accordingly;
 - (b) Provide or arrange for reasonable access and make all provisions for Siemens to enter any site where Work is to be performed;
 - (c) Permit Siemens to control and/or operate all facility controls, systems, apparatus, equipment and machinery necessary to perform the Work;
 - (d) Furnish Siemens with all available information pertinent to the Work including but not limited to, and within ten (10) days of receipt of a written request, all required reviews and approvals (or other appropriate action) with respect to a reasonable request for information, samples, estimates, schedules, shop drawings, drawings, specifications, purchase orders, contracts, and other items submitted and/or proposed by Siemens;
 - (e) Obtain and furnish Siemens with all approvals, permits and consents from government authorities and others as may be required for performance of the Work except for those Siemens has expressly agreed in writing to obtain;
 - (f) Notify Siemens promptly of any site conditions requiring special care, and provide Siemens with any available documents describing the quantity, nature, location and extent of such conditions;
 - (g) Comply with all laws and provide any notices required to be given to any government authorities in connection with the Work, except such notices Siemens has expressly agreed in writing to give;
 - (h) Provide Siemens with Material Safety Data Sheets (MSDS) conforming to OSHA requirements related to all Hazardous Materials at the site which may impact the Work;
 - (i) Furnish to Siemens any contingency plans related to the site; and
 - (j) Furnish the specified operating environment, including without limitation, suitable, clean, stable, properly conditioned electrical power to all Equipment; telephone lines, capacity and connectivity as required by such Equipment; and heat, light, air conditioning and other utilities in accordance with the specifications for the Equipment.
- 4.2 Unless contrary to applicable law or regulation, Customer acknowledges that the technical and pricing information contained in this Agreement is confidential and proprietary to Siemens and agrees not to disclose it or otherwise make it available to others.
- 4.3 Customer acknowledges that it is now and shall be at all times in control of the Work site. Siemens shall not have any responsibility, duty or authority to direct, supervise or oversee any employees or contractors of Customer or their work or to provide the means, methods or sequence of their work or to stop their work. Siemens' Work and/or presence at a site shall not relieve others of their responsibility to Customer or to others. Except as expressly provided herein, Siemens is not responsible for the adequacy of the health, safety or security programs or precautions related to Customer's or its other contractors' activities or operations; the work of any other person or entity; or Customer's site conditions. Siemens is not responsible for inspecting, observing, reporting or correcting health or safety conditions or deficiencies of Customer or others at Customer's site. So as not to discourage Siemens from voluntarily addressing such issues, in the event Siemens does make observations, reports, suggestions or otherwise regarding such issues, Siemens shall not be liable or responsible for same.
- 4.4 Customer is solely responsible for any removal, replacement or refinishing of the building structure or finishes that may be required to gain access to the Work.
- 4.5 Customer represents and warrants that it will not use workstations or field panels that constitute parts of its automation control for electronic storage of any Personally Identifiable Information. For the purposes of these Terms and Conditions, "Personally Identifiable Information" means any personal information that relates to, describes, or is capable of being associated with, a particular individual. By way of example and not of limitation, Personally Identifiable Information includes an individual's first name or first initial and last name, plus one or more of the following: social security number, health insurance identification number, medical information, insurance policy number, passport number, taxpayer

identification number, account number, credit card number or any other financial information.

4.6 SIEMENS HEREBY DISCLAIMS ANY AND ALL LIABILITY FOR DAMAGES, INJURY OR LOSS ARISING OUT OF DISCLOSURE OR DISSEMINATION OF PERSONALLY IDENTIFIABLE INFORMATION THAT WAS STORED IN VIOLATION OF PARAGRAPH 4.5 OF THIS ARTICLE.

4.7 To the extent permitted by law, Customer shall indemnify, defend and hold Siemens harmless from any claims, losses or damages arising out of disclosure or dissemination of Personally Identifiable Information that was stored in violation of paragraph 4.5 of this Article.

Article 5: Compensation

5.1 Siemens shall be compensated for the Work at its prevailing rates and reimbursed for costs and expenses (plus reasonable profit and overhead) incurred in its performance of the Work. All other work, including but not limited to the following, shall be separately billed or surcharged on a time and materials basis: (a) emergency work performed at Customer's request, if inspection does not reveal any deficiency covered by the Agreement; (b) work performed other than during Siemens' normal working hours; and, (c) work performed on equipment not covered by the Agreement.

5.2 Siemens may invoice Customer on a monthly or other progress billing basis. Invoices are due and payable upon receipt or as otherwise set forth in the Agreement. If any payment is not received when due, Siemens may deem Customer to be in breach hereof and may enforce any remedies available to it hereunder or at law, including without limitation, acceleration of payments and suspension or termination of the Work at any time and without notice and shall be entitled to compensation for the Work previously performed and for costs reasonably incurred in connection with the suspension or termination. In the event any payment due hereunder is not made when due, the Customer agrees to pay, on demand, as a late charge, one and one half percent (1.5%) of the amount of the payment per month, limited by the maximum rate permitted by law, of each overdue amount (including accelerated balances) under the Agreement. Customer shall reimburse Siemens for Siemens' costs and expenses (including reasonable attorneys' and witnesses' fees) incurred for collection under this Agreement. In the event of a dispute by Customer regarding any portion or all of an invoiced amount, it shall notify Siemens in writing of the amount in dispute and the reason for its disagreement within 21 days of receipt of the invoice, the undisputed portion shall be paid when due, and interest on the disputed, unpaid portion shall accrue as aforesaid, from the date due until the date of payment, to the extent that such amounts are finally determined to be payable to Siemens.

5.3 Except to the extent expressly agreed in writing, Siemens' fees do not include any taxes, excises, fees, duties or other government charges related to the Work, and Customer shall pay such amounts or reimburse Siemens for any amounts it pays. If Customer claims a tax exemption or direct payment permit, it shall provide Siemens with a valid exemption certificate or permit and indemnify, defend and hold Siemens harmless from any taxes, costs and penalties arising out of same.

Article 6: Changes; Delays; Excused Performance

6.1 As the Work is performed, conditions may change or circumstances outside Siemens' reasonable control (such as changes of law) may develop which require Siemens to expend additional costs, effort or time to complete the Work, in which case Siemens shall notify Customer and an equitable adjustment made to the compensation and time for performance. In the event conditions or circumstances require the Work to be suspended or terminated, Siemens shall be compensated for the Work performed and for costs reasonable incurred in connection with the suspension or termination.

6.2 Siemens shall not be responsible for loss, delay, injury, damage or failure of performance that may be caused by circumstances beyond its control, including but not limited to acts or omissions by Customer or its employees, agents or contractors, Acts of God, war, terrorism, civil commotion, acts or omissions of government authorities, fire, theft, corrosion, flood, water damage, lightning, freeze ups, computer viruses, program or system hackers, strikes, lockouts, differences with workmen, riots, explosions, quarantine restrictions, delays in transportation, or

shortage of vehicles, fuel, labor or materials. In the event of any such circumstances, Siemens shall be excused from performance of the Work and the time for performance shall be extended by a period equal to the time lost plus a reasonable recovery period and the compensation equitably adjusted to compensate for additional costs Siemens incurs due to such circumstances.

Article 7: Warranty; Disclaimers; Insurance; Allocation of Risk

7.1 (a) Until one year from either the date the Equipment is installed or the date of first beneficial use, whichever first occurs, all Equipment manufactured by Siemens or bearing its nameplate will be free from defects in material and workmanship arising from normal use and service.

(b) Labor for all Work under this Agreement is warranted to be free from defects for one year after the earlier of the date the Work is substantially completed or the date of first beneficial use.

(c) To the extent that Software is a Deliverable as part of the Work for use in the Equipment or in a computer owned by the Customer, Customer agrees to take delivery of any such Software subject to (i) any applicable Siemens or third party end user license agreement ("EULA") accompanying such Software, or (ii), if no EULA accompanies such Software, the EULA posted at www.usa.siemens.com/btopseula (Siemens' EULA web site) for such Software used in or with the Equipment identified by product model or part number on the Siemens EULA web site. Such Software shall be warranted in accordance with its applicable EULA unless an exception is explicitly identified in the Document under this Agreement. For all other Equipment, Siemens hereby assigns to Customer, without recourse, any and all assignable warranties available from any manufacturer or supplier of such Equipment and such Software and will assist Customer in enforcement of such assigned warranties.

7.2 (a) The limited warranties set forth in Section 7.1 will be void as to, and shall not apply to, any Work, Equipment or Software (i) repaired, altered or improperly installed by any person other than Siemens or its authorized representative; (ii) Equipment subjected to unreasonable or improper use or storage, used beyond rated conditions, operated other than per Siemens' or the manufacturer's instructions, or otherwise subjected to improper maintenance, negligence or accident; (iii) damaged because of any use of the Work after Customer has, or should have, knowledge of any defect in the Work; or (iv) Equipment not manufactured, fabricated and assembled by Siemens or not bearing Siemens' nameplate. However, Siemens assigns to Customer, without recourse, any and all assignable warranties available from any manufacturer, supplier, or subcontractor of such Equipment and will assist Customer in enforcement of such assigned warranties.

(b) Any claim under the limited warranty granted above must be made in writing to Siemens within thirty (30) days after discovery of the claimed defect unless discovered directly by Siemens. Such limited warranty only extends to Customer and not to any subsequent owner of the Equipment. Customer's sole and exclusive remedy for any Work not conforming with this limited warranty is limited to, at Siemens' option, (i) repair or replacement of defective components of covered Equipment, or (ii) reperformance of the defective portion of the Work.

(c) Siemens shall not be required to repair or replace more than the component(s) of the Equipment actually found to be defective. Siemens' warranty liability shall not exceed the purchase price of such component(s). Repaired or replaced Equipment will be warranted hereunder only for the remaining portion of the original warranty period.

7.3 THE EXPRESS LIMITED WARRANTIES PROVIDED ABOVE ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, STATUTORY, EXPRESS, OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, QUALITY, CAPACITY OR WORKMANSHIP, ALL EXPRESS OR IMPLIED WARRANTIES AGAINST THIRD PARTY INTELLECTUAL PROPERTY ("IP") INFRINGEMENTS (INCLUDING PATENT, COPYRIGHT AND OTHER REGISTERED OR UNREGISTERED THIRD PARTY IP RIGHTS) OR DEFECTS, WHETHER HIDDEN OR APPARENT, AND EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO COMPLIANCE OF THE EQUIPMENT AND DELIVERABLES WITH THE REQUIREMENTS OF ANY LAW, REGULATION,

SPECIFICATION OR CONTRACT RELATIVE THERETO, WHICH ARE HEREBY EXPRESSLY DISCLAIMED. SIEMENS MAKES NO WARRANTY, EXPRESS OR IMPLIED, THAT ANY EQUIPMENT PROVIDED HEREUNDER WILL PREVENT ANY LOSS, OR WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INSTALLED OR INTENDED. The limited express warranties and representation set forth in this Agreement may only be modified or supplemented in a writing signed by a duly authorized signatory of Siemens

7.4 Siemens shall maintain the following insurance while performing the Work:

Workers' Compensation	Statutory
Employers' Liability	\$1,000,000 each accident
Commercial General Liability	\$1,000,000 per occurrence and \$5,000,000 in the aggregate
Automobile Liability	\$1,000,000 per occurrence/aggregate

7.5 Risk of loss of materials and Equipment furnished by Siemens shall pass to Customer upon delivery to Customer's premises, and Customer shall be responsible for protecting and insuring them against theft and damage.

7.6 WITH RESPECT TO ANY LIABILITY (WARRANTY OR OTHERWISE) THAT SIEMENS MAY HAVE UNDER THIS AGREEMENT, IN NO EVENT SHALL SIEMENS BE LIABLE (INCLUDING WITHOUT LIMITATION, UNDER ANY THEORY IN TORTS) FOR ANY LOSS OF USE, REVENUE, ANTICIPATED PROFITS OR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS AND/OR LOST BUSINESS OPPORTUNITIES) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE WORK WHETHER ARISING IN WARRANTY, TORT, CONTRACT, STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY, WHETHER, FOR WARRANTY, LATE OR NON DELIVERY OF ANY WORK, AND WHETHER SIEMENS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Siemens reserves the right to control the defense and settlement of any claim for which Siemens has an obligation to indemnify hereunder.

7.7 It is understood and agreed by and between the parties that Siemens is not an insurer and this Agreement is not intended to be an insurance policy or a substitute for an insurance policy. Pricing for the Work is based solely upon the value of the Work provided hereunder, and are unrelated to the value of Customer's property or the property of others on Customer's premises. Accordingly, Siemens' aggregate liability for any and all claims, losses or expenses (including attorneys fees) arising out of this Agreement, or out of any Work or goods furnished under this Agreement, whether based in contract, negligence, strict liability, agency, warranty, trespass, indemnity or any other theory of liability, shall be limited to the lesser of \$1,000,000 or the total compensation received by Siemens from Customer under this Agreement; EXCEPT FOR SUCH CLAIMS, LOSSES OR EXPENSES ARISING FROM, OR CAUSED BY, THE FAILURE OF A SIEMENS INSTALLED FLS SYSTEM TO OPERATE PROPERLY. IN SUCH EVENT, CUSTOMER'S SOLE REMEDY FOR A DEFECTIVE NON CONFORMING FLS SYSTEM PROVIDED HEREUNDER SHALL BE IN ACCORDANCE WITH THE WARRANTY TERMS CONTAINED HEREIN.

7.8 The parties acknowledge that the price which Siemens has agreed to perform its Work and obligations under this Agreement is calculated based upon the foregoing limitations of liability, and that Siemens has expressly relied on, and would not have entered into this Agreement but for such limitations of liability.

Article 8: Hazardous Materials Provisions

8.1 The Work does not include directly or indirectly performing or arranging for the detection, monitoring, handling, storage, removal, transportation, disposal or treatment of Oil or Hazardous Materials. Except as disclosed pursuant to Section 8.3, Customer represents that there is no asbestos or any other hazardous or toxic materials, as defined in the Comprehensive Environmental Response, Compensation and Liability Act

of 1980, as amended, the regulations promulgated thereunder, and other applicable federal, state or local law ("Hazardous Materials"), present at Customer's locations where Work is performed. Siemens will notify Customer immediately if it discovers or suspects the presence of any Hazardous Material. All Work has been priced and agreed to by Siemens in reliance on Customer's representations as set forth in this Section 8.1. The presence of Hazardous Materials constitutes a change in the Proposed Solution equivalent to a change order whose terms must be agreed to by Siemens before its obligations hereunder will continue.

8.2 Customer shall be solely responsible for testing, abating, encapsulating, removing, remediating or neutralizing such Hazardous Materials, and for the costs thereof. Even if an appropriate change order has been entered into pursuant to Section 8.1 above, Siemens will continue to have the right to stop the Work until the job site is free from Hazardous Materials. In such event, Siemens will receive an equitable extension of time to complete its Work, and compensation for delays caused by Hazardous Materials remediation. In no event shall Siemens be required or construed to take title, ownership or responsibility for such Oil or Hazardous Materials. Customer shall sign any required waste manifests in conformance with all government regulations, listing Customer as the generator of the waste.

8.3 Customer warrants that, prior to the execution of the Agreement, it has notified Siemens in writing of any and all Hazardous Materials present, potentially present or likely to become present at Customer's locations and has provided a copy of any jobsite safety policies, including but not limited to lock out and tag procedures, laboratory procedures, chemical hygiene plan, material safety data sheets or other items covered or required to be disclosed or maintained by federal, state, or local laws, regulations or ordinances.

8.4 For separate consideration of \$10 and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Customer shall indemnify, defend and hold Siemens harmless from and against any damages, losses, costs, liabilities or expenses (including attorneys' fees) arising out of any Oil or Hazardous Materials or from Customer's breach of, or failure to perform its obligations under, Sections 8.1, 8.2 or 8.3.

Article 9: Import / Export Indemnity

9.1 Customer acknowledges that Siemens is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the Work or Equipment or services provided under the Contract, including any export license requirements. Customer agrees that such Work or Equipment or Software shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Siemens of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. CUSTOMER AGREES TO INDEMNIFY AND HOLD SIEMENS HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

Article 10: Small Business Concern

SIEMENS shall adhere to FAR 52.219 8 regarding the "Utilization of Small Business Concerns", as part of its Commercial Small Business Subcontracting Agreement with the federal government. SIEMENS' policy is to offer small business concerns, including small disadvantaged businesses, women owned small businesses, HUBZone small businesses, veteran owned small businesses and service disabled veteran owned small businesses, the "maximum practical opportunity" to participate in performing contracts let by any commercial entity, local government or federal agency, including subcontracts for subsystems, assemblies, components, and related services for major systems.