

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

717



FROM: Riverside County Regional Center (RCRMC)

SUBMITTAL DATE:
June 17, 2014

SUBJECT: Approval of a 62-month Agreement with Masimo Americas, Inc, to provide Pulse Oximetry equipment, sensors and accessories to Riverside County Regional Medical Center. [\$2,835,738] Hospital Enterprise Fund. District 5.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and execute the Sixty-two (62) Month Deferred Equipment Agreement containing commodity market share commitments not to exceed \$2,835,738 aggregate, with Masimo Americas, Inc, to provide Pulse Oximetry equipment, sensors and accessories, and
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, to sign amendments that do not change the substantive terms of the agreement

BACKGROUND:

Summary

Masimo will provide highly competitive pricing for Pulse Oximetry disposable supplies as well as equipment valued at \$738,702 at no upfront cost, in exchange for the execution of the attached sixty-two (62) month Deferred Equipment Agreement. The agreement provides for decreased disposable probe pricing ranging from 30-35 percent as compared to the RCRMC current spend baseline. Reduced pricing

Lowell Johnson

Lowell Johnson
Interim CEO

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 827,682	\$ 567,148	\$ 2,835,738	\$	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$	\$	\$	\$	

SOURCE OF FUNDS: Hospital Enterprise Fund	Budget Adjustment: No
	For Fiscal Year: FY 14/15

C.E.O. RECOMMENDATION:

APPROVE

BY: *Debra Cournoyer*
Debra Cournoyer

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

Prev. Agn. Ref.: _____ **District:** 5 **Agenda Number:** _____

FORM APPROVED COUNTY COUNSEL
BY: *Neal R. Kipnis*
DATE: 6/17/14
Departmental Concurrence

Purchasing: *Mark Seiler*
Mark Seiler, Assistant Director

- A-30
- 4/5 Vote
- Positions Added
- Change Order

3-54

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

FORM 11: Approval of a 62-month Agreement with Masimo Americas, Inc, to provide Pulse Oximetry equipment, sensors and accessories to Riverside County Regional Medical Center. [\$2,835,738] Hospital Enterprise Fund. District 5.

DATE: May 23, 2014

PAGE: 2 of 2

Summary (Continued)

is being offered in exchange for County's commitment to purchase 100 percent of pulse oximetry disposable product from Masimo. The attached Huron analysis shows the hospital is expected to spend \$2,835,738 for pulse oximetry disposable product over the life of the Agreement. The Huron analysis further shows that approval of this multi-year agreement is expected to return savings of an aggregate \$1,297,762 (savings of \$259,553 per year).

Impact on Citizens and Businesses

RCRMC serves patients residing in Riverside County. Controlling costs is part of our mission to provide excellent care and customer service, all for a good value.

Contract History and Price Reasonableness

Comparison of the proposed Masimo pricing to that of the current vendor reflects a decrease in disposable probe costs ranging from 30-35 percent. Additionally, Masimo will lock pricing for five years (protected against inflation adjustments). RCRMC will also receive new equipment from Masimo valued at \$738,702 with no up-front cost and pro-rated forgiveness built into the agreement (equipment includes new pulse oximetry monitors and an advanced monitoring system). County will be obligated to purchase the equipment should the County wish to terminate the agreement without cause. Pulse oximetry sensors will also be "reprocessed" with Masimo which will reduce the amount of environmental waste and associated processing cost.

RCRMC's current contract for Pulse Oximetry is with Nellcor-Covidien and includes an equipment buy-out of \$51,000. Masimo has agreed to reimburse the Medical Center for the buy-out as a provision of the conversion.

Deferred Equipment Agreement
Between
County of Riverside California on behalf of
Riverside County Regional Medical Center and Masimo Americas, Inc. (RCRMC)

This Agreement including its Schedules (collectively, this "Agreement") is entered on the last date of execution (the "Effective Date") by and between Masimo Americas, Inc., a Delaware corporation, with its principal place of business at 40 Parker, Irvine, California 92618 ("Masimo") and County of Riverside California on behalf of Riverside County Regional Medical Center with its principal place of business at 26520 Cactus Avenue, Moreno Valley, California 92555 ("Customer").

Whereas, Customer and Masimo desire to enter into this Agreement where Customer will be provided equipment ("Equipment") at no upfront cost but be subject to a commitment over the term of the agreement whereby Customer agrees to obtain 100% of its sensors ("Sensors") specified in the attached schedules; and

Whereas, Masimo shall license to Customer and Customer shall obtain from Masimo, under the terms and conditions of this Agreement, all of Customer's requirements of pulse oximetry Equipment, Sensors, and accessories ("Products") during the Term, as defined herein;

Now, therefore, for good and valuable consideration, the receipt of which is acknowledged, the parties agree as follows:

I Deferred Equipment Plan.

- 1.1 Description. Masimo offers this acquisition to permit the conversion to Masimo technology and sensor standardization. Masimo will provide the specified Equipment at no upfront cost in return for a commitment to obtain all of its Sensors through the Term. Payments over the annual period are referred to as the Targeted Annual Market Share Commitment. Masimo shall license to Customer and Customer shall obtain from Masimo, under the terms and conditions of this Agreement, all of Customer's requirements of pulse oximetry Products during the Term, as defined herein. Additionally, in support of best environmental practices, Masimo shall: (i) provide Customer with Sensor collection containers for all adhesive Sensors which were obtained and used pursuant to this Agreement and (ii) train Customer's personnel the procedures for handling and collection of the Sensors so that Customer can return them to Masimo. In consideration of the preceding (i) and (ii), Customer shall return all Masimo used adhesive and Rainbow optical Sensors to Masimo.
- 1.2 Safe Harbor. The terms and conditions of this Agreement are permitted under the discount safe harbor of 42 C.F.R. § 1001.952(h) which is a statutory exception to the anti-kickback law specifically where the offer and acceptance are part of an arm's length transaction and two conditions are met, namely that (i) the discount must be fixed and disclosed in writing to Customer at the time of the transaction and (ii) Customer must disclose the arrangement to the government if requested; and a discount arrangement where Masimo gives away or reduces the price of one Product in connection with the acquisition of another are explicitly permitted under 64 Fed. Reg. 63530.

2 Term.

- 2.1 Term. The term of this Agreement shall be sixty-two (62) months inclusive of the period of time for installation ("Term"), starting from the Effective Date.
- 2.2 Annual Periods. The Term shall include an installation period ("Installation Period") of two (2) months and be divided into five (5) Annual Periods, where the first Annual Period is fourteen (14) months from the Effective Date and each subsequent Annual Period consists of twelve (12) months.

3 Service, Installation and Training.

- 3.1 Initial Installation and Training. Since the breakthrough technology afforded by Masimo delivers an unparalleled solution as compared to conventional pulse oximetry, Masimo provides training with initial installation.
- 3.2 Schedule. Customer and Masimo shall use commercially reasonable efforts to develop a schedule that allows Masimo to install the Equipment and train Customer's personnel within the Installation Period. In the event Customer requests that installation and training occurs beyond the Installation Period, Customer's Targeted Annual Market Share Commitment shall remain in effect pursuant to the Agreement Term.
- 3.3 Delays. The Term of this Agreement shall not be extended for Customer delays. Customer shall be obligated to obtain their first year's Targeted Annual Market Share Commitment within the first Annual Period.

3.4 Post-Installation Support. If Customer experiences difficulty using the Equipment or Sensors, Customer should call Masimo's telephone support number, which is located on Masimo's website at <http://www.masimo.com>. Telephone support is provided to Customer twenty-four (24) hours per day, seven (7) days per week.

4 Purchase Orders.

4.1 Initial Order. Customer shall issue a no charge Purchase Order for the Equipment in Schedule A, Section A1.2 and a Purchase Order for the first month's Sensor requirements in Schedule A, Section A1.3 within five (5) days after the Effective Date.

4.2 Subsequent Orders. Customer shall order Products by submitting a Purchase Order to Masimo referencing this Agreement. Subsequent Sensor requirements shall be ordered by Customer issuing a Purchase Order ten (10) days prior to the date that Customer requires the Sensors at its facility.

4.3 Itemization. Each Purchase Order shall set forth the model numbers and description of the Products, quantity, shipping instructions, unit and total price, Purchase Order number, delivery date, and shipping location.

4.4 Acceptance. No Purchase Order shall be binding unless acknowledged and accepted in writing by Masimo.

4.5 No Supplemental Terms. No terms in any Purchase Order shall amend or supplement the terms of this Agreement.

5 Shipment and Risk of Loss.

5.1 Shipping. Shipment and Risk of Loss of the Products under this Agreement is FCA shipment origin, freight prepaid and add, in accordance with the most recent version of INCOTERMS.

5.2 Partial Deliveries. Masimo reserves the right to make partial deliveries.

6 Payment.

6.1 Timing. Masimo shall invoice Customer upon shipment of the Products. Payment terms are net thirty (30) calendar days from invoice date based on Customer meeting Masimo credit requirements. Service charges of 1 1/2% per month or the maximum rate permitted by law, if lower, may be charged on past due amounts.

6.2 Payments. All payments required by this Agreement are stated and shall be made in United States dollars. Payments shall be sent to Masimo at the return address printed on Masimo's invoice, and shall be deemed made only upon receipt by Masimo at that address.

6.3 Credits. Amounts owed to Customer due to rejections of Products, or discrepancies on paid invoices shall be fully credited against future invoices payable by Customer. Notwithstanding the foregoing, Masimo and Customer shall mutually agree on a reimbursement schedule in the event Customer does not have any Products on order.

6.4 Taxes. Customer shall pay all sales, use, property, excise, or similar taxes, except on Masimo's income, levied upon the sale, use, or ownership of the Products.

6.5 CPI. Masimo agrees to hold the pricing firm for the five year Term of this Agreement. Price increases in any subsequent years of this Agreement will be limited to an annual maximum increase of three percent (3%) or the All Urban Consumer - Medical Care Consumer Price Index increase in the preceding calendar year, whichever is higher.

7 Nondisclosure.

7.1 Confidential Agreement. Neither party shall, without the other party's prior written approval, disclose any terms of this Agreement, including pricing, except (i) as required by law or as part of an authorized press release, and (ii) that Masimo may list Customer as a customer.

7.2 Press Release. Either party may issue a press release announcing the existence and general content of this Agreement and the reasons the Customer has chosen Masimo, provided that the issuing party receives written approval from the other party in advance of its publication. Written approval for such press release will not be unreasonably withheld.

8 Termination.

8.1 Termination. Customer may terminate this Agreement: i) on 30 days' written notice and payment of the buyout payment amount due at the date of termination pursuant to the terms of Schedule C, Section C8., or ii) for non-appropriation of funds subject to the following non-appropriations terms of this Section 8.1:

Non-Appropriation. Customer warrants it is a governmental entity of Riverside County, California and, as

such, is subject to an annual budgetary process and the limitations and restrictions of fiscal funding. Customer agrees to make its best efforts to obtain funding to fulfill its obligations under this Agreement and to submit funding requests each fiscal year of the Term for the allocation of funds sufficient to meet its requirements under this Agreement. Notwithstanding any other provision herein, if funds are not appropriated or budgeted for the purchase of pulse oximetry product under this Agreement, either in its initial term or in any automatically or otherwise renewed term, Customer upon: i) thirty days written notice to Masimo, ii) the provision to Masimo of evidence of such non appropriation, iii) the return to Masimo of any Masimo owned pulse oximetry table top, hand held and OEM equipment at Customer's cost, iv) payment for sensor purchase commitments, fees and charges incurred up to the termination date; may terminate this Agreement without penalty and shall have no further obligation or liabilities hereunder.

- 8.2 **Material Breach.** In the event of a breach of a material obligation of this Agreement by either party, the other party will provide written notice including all supporting documentation of the breach. If the breach is not cured within thirty (30) days of receipt of such notice or ten (10) days in the event of breach of payment obligations, the notifying party shall be entitled, in addition to all other remedies available to such party, to terminate this Agreement for cause, and without penalty or additional payment other than may be applicable in Sections 8.3 and 8.4 below, by providing written notice in accordance with this Agreement.
- 8.3 **Effect.** Termination of this Agreement for material breach shall be without prejudice to all accrued rights and remedies the parties may have, and shall not affect any continuing rights and obligations the parties may have under this Agreement. All payments made before the date of termination are non-refundable. Customer shall pay any outstanding balances due Masimo for services performed or products delivered prior to termination, except for those, if any, that are related to Masimo's breach.
- 8.4 **Remedy.** Upon any termination by Masimo for Customer's uncured material breach, Masimo may also (i) elect to have Customer pay to Masimo the buyout payment amount at the month of termination as set forth in, and according to the terms of Schedule C, Section C8; or (ii) seek such other remedies as are available to it at law and in equity.
- 8.5 **Software.** Upon termination by Masimo for Customer's uncured material breach, Customer must immediately discontinue use and destroy or return all copies of the Licensed Software including any software parameters ("Software Parameters") in its possession or control (including any master copies) and within ten (10) days certify to Masimo that all such copies have been destroyed.

9 General.

- 9.1 **Written Notice.** All notices, requests, demands, instructions, documents and other communications to be given hereunder by either party to the other shall be in writing, shall be sent to the address set forth in the opening paragraph of this Agreement and shall be deemed to be duly given upon the earliest of (i) hand delivery, (ii) the first business day after sending by reputable overnight delivery service for next-day delivery, or (iii) the date actually received by the other party. Such notice shall be sent to the attention of a party's Legal Department.
- 9.2 **Headings.** Clause or section headings are inserted for convenience of reference only and have no legal effect.
- 9.3 **Severability.** Any failure by any party hereto to enforce at any time any term or condition under this Agreement shall not be considered a waiver of that party's right thereafter to enforce each and every item and condition of this Agreement. If any provision of these Terms and Conditions is found to be unenforceable, it will not affect the validity of the remainder of this Agreement, which shall remain valid and enforceable according to the terms hereof.
- 9.4 **Applicable Law.** This contract shall be governed under the substantive laws of the state of California without regard to choice of law principles.
- 9.5 **Force Majeure.** With the exception of any payments due to Masimo by Customer, neither party shall be liable for failure to perform any of its obligations under this Agreement during any period in which such party cannot perform due to fire, flood, earthquake, or other natural disaster, war, embargo, riot, labor dispute or the intervention of any government authority, provided that the party so delayed immediately notifies the other party of such delay.
- 9.6 **Assignment.** Neither party may assign its rights or delegate its duties under this Agreement either in whole or in part without the prior written consent of the other party, except as part of a corporate reorganization, consolidation, merger or sales of substantially all assets to which this Agreement relates. Any attempted assignment or delegation without such consent shall be void. This Agreement shall bind and inure to the benefit of each party's successors and permitted assigns. Notwithstanding anything else herein to the contrary, some or all of Masimo's rights under this Agreement may be assigned to a third party for purposes of financing, an affiliate or a successor in interest resulting from a merger or acquisition.
- 9.7 **Counterparts.** This Section Intentionally Omitted.

- 9.8 **Amendment.** Amendments to this Agreement or any instrument that would attempt to modify any provision of this Agreement may only be made via a written instrument signed by Masimo and by Customer and only by an executive who would have the authority to sign this Agreement.
- 9.9 **Authority.** Masimo and Customer each represent to the other that each has full and complete power and authority to execute this Agreement and that this Agreement constitutes a valid and binding obligation of Masimo and Customer, respectively, enforceable in accordance with its terms.
- 9.10 **Entire Understanding.** This Agreement contains the entire understanding between Masimo and Customer and supersedes all prior understandings, written or oral, regarding the subject of this Agreement, provided that any separate non-disclosure agreement between the parties will continue unchanged and in full force and effect according to its terms.

This Agreement contains its attached schedules and exhibits, specifically, the following:

- Schedule A ("Deferred Equipment Plan"),
- Schedule B ("Standard Terms and Conditions"),
- Schedule C ("Additional Terms"),
- Schedule D ("Extended Maintenance Plan"), and
- Schedule E ("Installation Services Addendum").

AGREEMENT VALIDITY DATE: THE TERMS AND CONDITIONS OF THIS AGREEMENT ARE VALID IF EXECUTED BY CUSTOMER AND THIS AGREEMENT IS RECEIVED BY MASIMO ON OR BEFORE JUNE 27, 2014.

IN WITNESS WHEREOF, the authorized representatives of the parties represent that they have read this Agreement, understand it and agree to be bound by it without exception by executing it below:

**County of Riverside California on behalf of
Riverside County Regional Medical Center
(RCRMC)**

Masimo Americas, Inc.

By: _____
 Print: _____
 Title: _____
 Date: _____

By: Matthew Amatore
 Print: Matthew Amatore
 Title: VP of Sales
 Date: 5/27/14

FORM APPROVED COUNTY COUNSEL

BY: Neal R. Kipnis

DATE 6/3/14

**Schedule A
Deferred Equipment Plan**

AI Customer Facilities and Equipment.

AI.1 Customer Facilities. This plan applies to the following Customer Facilities:

**Riverside County Regional Medical Center
26520 Cactus Ave.
Moreno Valley, CA 92555**

AI.2 Equipment. Masimo agrees to provide the use of the following Equipment and accessories to Customer at no upfront cost during the Term of this Agreement:

Masimo Part #	Description	Unit Price	Qty	Extended Price
9500	Radical-7™ Touch Screen Handheld	\$ 2,085.00	28	\$ 58,380.00
9021	RDS-1 Oximeter Docking Station with SatShare capability	\$ 995.00	28	\$ 27,860.00
9226	Rad-87 Oximeter (Horizontal) with SET SpO2 and Rainbow SET Pulse CO-Oximetry technology platform	\$ 2,836.00	57	\$ 161,652.00
9216-U	Rad-57 Handheld. Includes SpO2, Pulse Rate & Perfusion Index (PI) Parameters in addition to an adult reusable sensor	\$ 695.00	30	\$ 20,850.00
2097	Handheld Protective Boot - Royal Blue	\$ 35.00	30	\$ 1,050.00
9095 ‡	SafetyNet System comprised SafetyNet Components, Installation/Training, and End-User Education (estimate only and subject to change pending site survey)	\$ 40,610.50	1	\$ 40,610.50
9461	GE Dinamap Internal Upgrade to Masimo SET SpO2	\$ 800.00	86	\$ 68,800.00
GE †	GE Carescape V100 reimbursement payment	\$ 3,000.00	35	\$ 105,000.00
Philips †	Philips MP5 reimbursement payment	\$ 8,120.00	2	\$ 16,240.00
14490	Philips MMS with SET Module - includes ECG, Masimo SET SpO2, and NIBP, with Pressure and Temperature (M3001A, A03 with option C06)	\$ 5,134.00	5	\$ 25,670.00
Welch Allyn	42M0B - Spot VS, BP, Masimo	\$ 875.00	4	\$ 3,500.00
Masimo	Satshare Cables	\$ 225.00	26	\$ 5,850.00
Masimo	Mounting Brackets	\$ 110.00	26	\$ 2,860.00
2263	LNC 10' Adapter Cable to Philips 12-pin 'CMS' SPO2 Socket	\$ 160.00	102	\$ 16,320.00
2281	LNC 10' Dual-Key Patient Cable for Philips IntelliVue Series	\$ 180.00	107	\$ 19,260.00
1863	LNCS DC-1 Adult Reusable Finger Sensor, 1/box	\$ 150.00	175	\$ 26,250.00
1895	LNCS TC-1 Reusable Tip-Clip Ear Sensor, 1/Box	\$ 175.00	10	\$ 1,750.00
Total Equipment:				\$ 601,902.50
	Installation and Training	\$ 300.00	456	\$ 136,800.00
TOTAL VALUE				\$ 738,702.50

‡ See Schedule C, Section C1.6 for additional details on SafetyNet Components

† See Schedule C, Section C4 for details on Reimbursement Payment.

A1.3 Targeted Annual Market Share Commitment. Customer agrees to the following Targeted Annual Market Share Commitment during the remaining Term of the Agreement whereby Customer agrees to purchase all of its annual oximeter sensor requirements from Masimo. Payments over a year beginning on the Agreement Effective Date or any anniversary thereof are referred to as the Targeted Annual Market Share Commitment. The table below represents the projected volume driven from the "Market Share" commitment. The Projected Usage Quantity is a sensor usage projection that is anticipated from the one hundred percent (100%) commitment level.

Part Number	Description	Baseline Quantity	Weighted Sensor Volume	Targeted Annual Market Share Commitment		
				Projected Quantity	Unit Price	Extended Price
1859	LNCS ADT Adult Adhesive Sensor, 18in	53,904	50%	26,952	\$ 7.00	\$ 188,664.00
2686 *	LNCS ADT Adult Reprocessed		50%	26,952	\$ 5.75	\$ 154,974.00
1860	LNCS PDT Pediatric Adhesive Sensor, 18in	2,400	50%	1,200	\$ 7.00	\$ 8,400.00
2688 *	LNCS PDT Pediatric Reprocessed		50%	1,200	\$ 5.75	\$ 6,900.00
2328	LNCS INF Infant Adhesive Sensor, 18in	0	50%	0	\$ 9.25	\$ -
2690 *	LNCS INF Infant Reprocessed		50%	0	\$ 7.00	\$ -
2329	LNCS NEO Neonatal Adhesive Sensor, 18in	22,448	50%	11,224	\$ 9.25	\$ 103,822.00
2692 *	LNCS NEO Neonatal Reprocessed		50%	11,224	\$ 7.00	\$ 78,568.00
2330 ±	LNCS NEO-PT Neonatal SoftTouch Adhesive Sensor, 18in	0		0	\$ 9.50	\$ -
2508 ±	M-LNCS ADT Adult Adhesive Sensor, 18in	0		0	\$ 7.00	\$ -
2510 ±	M-LNCS PDT Pediatric Adhesive Sensor, 18in	0		0	\$ 7.00	\$ -
2512 ±	M-LNCS INF infant Adhesive Sensor, 18in	0		0	\$ 9.25	\$ -
2514 ±	M-LNCS NEO Neonatal Adhesive Sensor, 18in	0		0	\$ 9.25	\$ -
2516 ±	M-LNCS NEO-PT Neonatal SoftTouch Adhesive Sensor, 18in	0		0	\$ 9.50	\$ -
PROJECTED ANNUAL TOTALS:		78,752		78,752		\$ 541,328.00

* See Section A3 for additional details on Reprocessed LNCS Adhesive Sensors.

± Sensors do not qualify for Reprocessing.

A2 Sites and Product.

- A2.1 **Conversion.** This Agreement is based on Customer's agreement to convert all pulse oximetry sites at the Facilities to utilize Masimo Sensors and all of the sites at each of the Facilities will use only Masimo Sensors.
- A2.2 **Alternates.** Masimo may, at its sole discretion, ship alternate Products that meet or exceed the specifications of the Products identified in Section A1.2 at no additional cost to Customer.
- A2.3 **Adjustments.** Customer may adjust the mix of adhesive Sensors, except that the percentage of reprocessed Sensors which will not exceed fifty percent (50%) from the quantities listed in the Section A1.3, provided the Targeted Annual Market Share Commitment dollar amount is achieved.

A3 Reprocessed LNCS Adhesive Sensors.

- A3.1 **Pricing.** Masimo has developed a procedure to reprocess certain used LNCS adhesive Sensors in order to provide new Sensor performance at a reduced price. Customer may order reprocessed LNCS adhesive Sensors from Masimo at the prices listed in Schedule A of the Agreement.
- A3.2 **Quantity.** Customer's annual deliveries of reprocessed LNCS adhesive Sensors limited to the quantity of used LNCS adhesive Sensors returned by Customer that Masimo determines are in suitable condition to be reprocessed to deliver new Sensor performance and not to exceed fifty percent (50%) of Customer's total annual new LNCS adhesive Sensor deliveries in any Annual Period. Customer's annual maximum percentage allotment is on an annual basis, beginning on the Effective Date and ending at the conclusion of each Annual Period for the Term of the Agreement.

Schedule B
Standard Terms and Conditions

B1 Product.

- B1.1 Use. Customer acknowledges that Masimo has and retains title to the Product. Upon completion of Customer's obligations under this Agreement, Customer shall be granted a non-exclusive nontransferable license, as is, for the life of the Product pursuant to its authorized use of the Product in conformance with the instructions for use and labeling and this Agreement.
- B1.2 Pricing. The pricing terms of this Agreement are given in consideration of Masimo's right to take possession and ownership of all existing handheld, stand-alone, and hardware associated with competitors' pulse oximeters from Customer's location.
- B1.3 No Transfer. Customer will not sell, assign, sublet, transfer, abandon, part with contract, create, incur, assume or suffer to exist any claim mortgage, pledge, lien, security interest or other charge or encumbrance of any kind upon or with respect to the Equipment or any part thereof or any of Customer's rights under this Agreement, without Masimo's written consent.
- B1.4 Filings. Masimo shall have the option to make, and require Customer to execute, any and all information and/or lien filings Masimo deems appropriate under the Uniform Commercial Code to perfect a security interest in the Equipment.
- B1.5 Risk of Loss. During the term of this Agreement, Customer shall bear the entire risk of loss and damage to the Equipment from any and every cause whatsoever. Except for loss of use caused by a Masimo material breach of contract that is not timely cured, no loss or damage to the Equipment (or any part thereof), or any failure of operation, shall impair any obligations of Customer (including, without limitation, payment obligations) under this Agreement, which shall continue in full force and effect.

B2 Limited Use.

- B2.1 No Implied License. Possession of the Equipment does not convey any express or implied license to use the Equipment with unauthorized sensors or cables that would, alone, or in combination with the Equipment, fall within the scope of one or more of the patents relating to the Equipment. Sensors designated for single patient use only are licensed to Customer under patents owned by Masimo to be used on a single patient only, and Customer shall not use Masimo's patented single-patient use Sensors which have been reprocessed or previously used with a different patient, unless specifically authorized by Masimo. There is no license, implied or otherwise, that would allow use of disposable Sensors beyond their intended single use. After use of Sensors designated for single patient use only, there is no further license granted by Masimo to use the Sensors and they must be returned to Masimo.
- B2.2 Qualified Personnel. Customer will not permit the Equipment to be used by anyone other than Customer's qualified and trained personnel.
- B2.3 No Modifications. Except for use of the communication ports provided by Masimo to transmit data from the Masimo monitors and systems to other equipment, modification or connection of other Equipment to the Masimo Equipment, including software, hardware and related instruments cannot be made without Masimo's prior written authorization, which authorization may be withheld at Masimo's sole discretion.
- B2.4 Cleared Use Only. The Equipment, Software, Sensors and related disposable accessories may not be used for any processes, procedures, experiments or any other use for which the Equipment is not intended or cleared by the Food and Drug Administration (FDA), or in any manner inconsistent with the instructions for use or labeling.

B3 Software.

- B3.1 License Grant. The Sensors and Equipment contain Masimo proprietary technology and/or software (the "Software"), trade secrets and other proprietary information (collectively, "Intellectual Property"). Masimo grants to Customer a non-exclusive, non-transferable, license to use the Software, Sensors and Equipment in connection with its authorized use of the Equipment and Sensors in conformance with the instructions for use and labeling and this Agreement. Notwithstanding any other provision of this Agreement, Software, Sensors and Equipment are licensed; not sold. This Agreement does not constitute a sale of the Software, Sensors, Equipment, trade secrets, any copy of the Software or any Intellectual Property.
- B3.2 Optional Software Parameters. Masimo offers optional Software Parameters with additional functionality at term license fees. The optional Software Parameters contain Masimo Intellectual Property, and are licensed separately from the Software in B3.1 above. If Customer elects to obtain term license(s) for optional Software Parameters, Masimo shall grant to Customer (subject to Section 6 (Payment) of this Agreement), a non-exclusive, non-transferable, non-sub-licensable, revocable limited term software license to use the optional Software Parameters in accordance with the terms and conditions of this Agreement for the term license period. Any license granted to Customer in this Section B3.2 is limited to use of the optional Software Parameter solely on a single Masimo oximeter.
- B3.3 Additional Software Parameter Licenses. Additional term licenses for the optional Software Parameters may be obtained at any time during the Term of this Agreement at the annual term Software Parameter license price. Such additional optional Software Parameter licenses shall become a part of this Agreement, subject to its licensing provisions.
- B3.4 No Modifications. Customer may not reverse engineer, copy, modify, loan, rent, lease, assign, transfer, or sub-license the Software or Intellectual Property without Masimo's prior written consent, which may be withheld at Masimo's sole discretion; any attempt to do so will render the license null and void and use of the Software and Intellectual Property invalid.

B4 Confidentiality.

- B4.1 No Disclosure. Neither party shall disclose or use for any purpose other than performance of this Agreement any information and proprietary material disclosed to it without the prior written consent of the disclosing party.
- B4.2 Applicability. The obligations of confidentiality shall not apply to information that at the time of disclosure or subsequently is a matter of general public knowledge other than by a breach of this Agreement; is rightfully communicated to the recipient free of any obligation of confidence; is made public by the disclosing party; or to information that is required to be disclosed by applicable law, provided however, that the recipient shall promptly notify the disclosing party of such requirement.
- B4.3 Masimo Confidential Information. Customer agrees that the Masimo Products contain trade secrets and proprietary information belonging to Masimo. In connection with this Agreement, Customer may also receive other Masimo confidential information, which includes, but is not limited to ideas, concepts, materials, techniques, models, data, designs, documentation, flow charts, budgets, such projections, forecasts, marketing and development plans, communication protocols, and testing procedures. "Masimo Confidential Information" shall mean all such confidential information and the trade secrets and proprietary information embodied in the Masimo Products. Customer agrees to maintain the confidential nature of such Confidential Information. Masimo retains all rights, title and interest in the Masimo Products and in all Confidential Information. Customer shall not use Masimo Confidential Information for any purpose other than performance of this Agreement or the maintenance or repair of the Masimo Products in accordance with this Agreement. Customer shall not disclose Masimo Confidential Information to any third party without the prior written consent of Masimo.

B5 Warranty.

- B5.1 Warranty. Masimo warrants that the Masimo Products provided will materially conform to the published Product specifications of Masimo at the time of shipment and be free from material defects in materials and workmanship. Provided that payments are current and Customer is not otherwise in breach of this Agreement, Masimo's obligation if any Masimo Products or other accessories are found upon examination by Masimo to be defective during the warranty period shall be limited to repair or replacement. Masimo is not responsible and will charge Customer for repair, replacement, or maintenance caused by damage, neglect, misuse, improper operation, accident, fire, water, vandalism, weather, war, any Act of God, unauthorized equipment attached to Masimo Product(s), or unauthorized modification of Masimo Products or Software. Except as expressly noted herein, all remedies set forth herein are exclusive and in lieu of all other representations and warranties, oral or written, express or implied.
- B5.2 Standard Warranty. For Equipment, the duration of the warranty shall be one (1) year from the date of first use, not to exceed fourteen (14) months after shipment; for reusable Sensors, batteries and other accessories, the duration of the warranty is six (6) months from the date of first use, not to exceed eight (8) months after shipment; and disposable Sensors are warranted for single-patient use prior to their expiration, within six (6) months after shipment. ReSposable Sensors are warranted as follows: (a) reusable components are warranted for the number of uses indicated on the package, within six (6) months after shipment; and (b) disposable components are warranted for single-patient use within six (6) months after shipment.
- B5.3 Extended Maintenance Plan. Customer may maintain the Masimo Equipment in the Equipment table of Schedule A through an Extended Maintenance plan for a fee per device per year as defined in Schedule D of this Agreement.
- B5.4 Exclusions. This warranty does not apply or extend to any Product (i) damaged, neglected, misused or improperly operated; (ii) modified, disassembled, or reassembled; (iii) used with supplies, devices or electrical work external to the Products or not manufactured by Masimo; (iv) used with sensors or other accessories other than those manufactured and distributed by Masimo; (v) put to a use or used in environments for which they are not intended; and (vi) where the Software has been damaged, modified by anyone other than Masimo or without the express written authorization of Masimo, or used contrary to Masimo's instructions. Masimo's warranty does not extend to any equipment or software not manufactured by Masimo. For equipment manufactured by third-parties, Masimo will pass on to Customer all terms and rights provided by the manufacturer. THE FOREGOING WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER EXPRESS OR IMPLIED WARRANTIES, ARISING BY OPERATION OF LAW OR OTHERWISE, AND NO OTHER WARRANTIES EXIST, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE.

B6 Limitation of Liability.

MASIMO SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, ECONOMIC OR CONSEQUENTIAL DAMAGES OR LOSSES RESULTING FROM THIS AGREEMENT OR OUT OF THE USE OR INABILITY TO USE THE PRODUCTS OR SUPPORT PROVIDED BY MASIMO, INCLUDING BUT NOT LIMITED TO CLAIMS FOR LOST BUSINESS, LOST PROFITS, LOSS OF GOOD WILL, LOSS OF DATA, DATA RECOVERY COSTS, OR ANY OTHER TYPE OF INDIRECT DAMAGES, EVEN IF MASIMO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

B7 Indemnification.

- B7.1 Bodily Injury. Masimo will defend, indemnify and hold Customer harmless against any and all liability, loss, damages, costs or expenses that Customer may hereafter incur, as a result of any injury, illness or death of any person which is caused by any Products, to the extent that such injury, illness or death resulted from failure of any Product at the time of shipment to Customer to materially comply with its published specification. Masimo will indemnify third party monitors that contain Masimo SET or Rainbow SET technology under license from Masimo to the extent that the Masimo technology is the cause of any bodily injury.

- B7.2 **Infringement.** Masimo will defend, indemnify and hold Customer harmless against infringement or alleged infringement directly resulting from standard Products furnished under this Agreement, of any patent, copyright, trademark, trade secret or any other proprietary right of any third party. In the event of such claim, Masimo may, at its sole discretion, (i) modify the particular Product to make it non-infringing, (ii) obtain a license to allow the continued use of the Product, or (iii) terminate this Agreement, and take possession of and refund all fees paid for the infringing Products, and pay fair market value, but no more than the price paid by Customer for the infringing Product, if any.
- B7.3 **Exclusions.** Masimo shall have no liability or responsibility of any kind to Customer under this Section ("Indemnification") unless Customer (i) promptly notifies Masimo of such claims, (ii) gives Masimo an adequate opportunity to defend, including complete control of such defense, and (iii) provides reasonable assistance to Masimo, at Masimo's expense and request, in connection with the defense and settlement of any such claim. Masimo shall have no liability for settlements made without Masimo's express written consent. Should Customer desire to have its own counsel participate in any such action, the cost of such counsel shall be exclusively Customer's. Notwithstanding the above, Masimo shall not be liable for any infringement of intellectual property rights of third parties or for any liability, loss, damages, costs or expenses which Customer may incur as a result of any injury, illness or death resulting from (i) alterations or modifications to the Products made by Customer or others (or by Masimo, in the case of an infringement claim) at Customer's request, (ii) electrical/electronics, software/firmware, sensors, or product interface not furnished by Masimo, (iii) combination of the Products with other apparatus or technology not furnished or, in the case of infringement claims, specified in writing by Masimo, (iv) use of Products or components not supplied by Masimo, (v) use of Products not permitted under this Agreement, (vi) Products improperly used (including use past the expiration date where applicable) or maintained, or used where defects arose from normal wear and tear; or (vii) for any claims not related directly to the Products. The preceding sentence does not exclude Masimo's indemnification obligations for claims arising out of Masimo SET or Rainbow SET technology contained in OEM Monitors or the combination of such technology with Masimo Products.

B8 Dispute Resolution.

- B8.1 **Binding Arbitration.** Any and all disputes arising out of or in connection with this Agreement must be finally settled by arbitration per the following sections under the rules of JAMS, where the arbitration panel shall consist of three arbitrators.
- B8.2 **Dispute Process.** If a dispute arises, either party may give the other party written notice. Within seven (7) days after delivery of this notice, the receiving party shall submit a written response. If the dispute has not been resolved by negotiation between the parties within sixty (60) days of its initiation, then JAMS may be contacted to initiate formal arbitration proceedings. During the negotiation, all reasonable requests for information made by one party to the other will be honored by the other. All applicable statutes of limitation and defenses based upon the passage of time shall be tolled while the procedures specified in this paragraph are pending. The parties shall take any actions required to effectuate such tolling. All negotiations and proceedings pursuant to this section shall be confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law.
- B8.3 **Selection of Arbitrators.** Each party shall choose one arbitrator. The parties shall attempt to agree on the third arbitrator (the "Chairman") within 20 days of the confirmation of the second arbitrator. If the parties fail to agree on the Chairman within such period, then such Chairman shall be chosen by JAMS. If the dispute involves patent law, then each arbitrator shall be an attorney who specializes in patent law.
- B8.4 **Governing Law.** The arbitration shall be governed by the substantive laws of state of California without regard to principles of conflicts of law. The place of the arbitration shall be at the JAMS Resolution Center in Orange County, California.
- B8.5 **Judgments.** Judgment upon any award rendered by the arbitrators may be entered in any court having jurisdiction thereof, including any court having jurisdiction over any of the parties or their assets. The arbitrators shall have the power to grant any remedy or relief they deem just and equitable that does not conflict with any other provision or restriction of this Agreement, including but not limited to injunctive relief, whether interim or final, and any provisional measures ordered by the arbitrators may be enforced by any court of competent jurisdiction. Any award rendered by the arbitrators shall be final and binding on the parties, and each party hereto waives to the fullest extent permitted by law any right it may otherwise have under the laws of any jurisdiction to any form of appeal of, or collateral attack against, such award. The prevailing party in any Arbitration shall receive from the other party all reasonable costs incurred by the prevailing party, including reasonable attorneys' fees.
- B8.6 **Confidentiality.** Except as may otherwise be required by law or subpoena, the parties (including their counsel and other representatives), the witnesses and the arbitrators may not disclose the existence, contents, or results of any arbitration conducted hereunder without the prior written consent of both parties. Moreover, any documentary or other evidence produced in any arbitration hereunder shall be treated as confidential and shall not be disclosed to any third party (other than a witness or expert), except as required by law or except if such evidence was obtained from the public domain or is otherwise obtained independently of the arbitration.

B9 Masimo Products and Additional Products.

- B9.1** Masimo Products supplied under this Agreement may at Masimo's discretion be either new manufactured Products or refurbished Products or a mix of Products, provided that all Products supplied by Masimo will meet their published performance specifications. All Products are supplied with the Standard Warranty period described in Section B5.2. Customer will give Masimo access to the Equipment at reasonable times and upon reasonable notice for updates or special maintenance of Equipment if required during the Term of this Agreement.
- B9.2** Other Products. Customer may license other Products not listed in Schedule A by mutual agreement with Masimo, but if Customer chooses to do so, the terms of license for such other Products shall be the terms set forth in an amendment to this Agreement. No change to the Targeted Annual Market Share Commitment would be made as a result of Customer obtaining other Products unless mutually agreed to in writing by the parties through an amendment to this Agreement.
- B9.3** New Products. Masimo, at Masimo's discretion may develop new Product(s) and may make them generally available after the Effective Date. If and when Masimo makes New Product(s) generally available, Masimo may inform Customer of such New Products by providing notice. Masimo acknowledges that Customer would not be obligated to obtain such New Products, but if Customer chooses to do so, the terms of any license for such New Products shall be the terms set forth in an amendment to this Agreement. No change to the Targeted Annual Market Share Commitment would be made as a result of Customer obtaining New Products unless mutually agreed to in writing by the parties through an amendment to this Agreement.
- B9.4** Replacements. Notwithstanding the above, if Masimo releases a product that is a replacement for an existing Product, then Masimo, upon written notice, may substitute the existing product with such replacement at no additional charge to Customer.

B10 EEO Compliance. If applicable, the Equal Opportunity Clauses set forth in 41 C.F.R. parts 60-1.4(a), 60-250.5(a), 60-300.5(a) and 60-741.5(a), and the employee notice found at 29 C.F.R. Part 471, Appendix A to Subpart A are hereby incorporated by this reference.

[This space was intentionally left blank.]

**Schedule C
Additional Terms**

CI SafetyNet Network

CI.1 Customer Network Requirements.

CI.1.a. Information technology networks provided by Customer must meet the following minimum network performance requirements:

- Network Availability: greater than 99.9%
- Hardwired Latency: less than 30 ms
- Wireless Latency: less than 100ms
- Packet Loss: less than 2%
- 802.11a Access Point Overlap: at least 20%
- 802.11b/g Access Point Overlap: at least 15%
- Minimum Signal Strength: equal to or greater than -67dBm
- Signal-to-Noise: equal to or greater than 20dB
- Wireless Security: Minimum of WPA-PSK

CI.1.b. Additional network requirements for the installation of SafetyNet are set forth in the SafetyNet Network Configuration Questionnaire, available upon request.

CI.1.c. Customer's failure to meet the minimum network performance requirements listed above and included in the SafetyNet Network Configuration Questionnaire may result in additional installation time. Additional installation time is not included or funded in this Agreement and shall be billed to Customer at the rate of \$2,400 per day with associated travel and lodging expenses.

CI.2 **VPN Connection.** A virtual private network (VPN) connection to each SafetyNet Medical Appliance is required. Customer will provide a VPN connection for each SafetyNet Medical Appliance. Masimo may not access, transmit, copy or use any data from the SafetyNet Medical Appliance except as is necessary to provide Product enhancements, warranty service, support and the development of new algorithms and products. Masimo may access, copy and use any de-identified data from the SafetyNet Medical Appliance provided Masimo complies with applicable HIPAA requirements.

CI.3 Additional Charges.

CI.3.a. Unless otherwise stated, the pricing provided in this Agreement is based on interior wall construction of sheetrock over steel studs without any special Radio Frequency (RF) shielding in any walls at SafetyNet placement. Additional installation time related to additional wireless components and installation services necessary to address unforeseen issues associated with wireless network coverage, operation, or reliability due to Customer's layout or construction is not included or funded in this Agreement and shall be billed to Customer at the rate of \$2,400 per day with associated travel and lodging expenses.

CI.3.b. Customer's Information Technology department will provide to Masimo, in a timely manner, all necessary network configuration data and assistance required to make the SafetyNet™ functional. Customer agrees that it will designate an appropriate IT liaison and provide Masimo (via e-mail to PSN@Masimo.com) with the IT liaison's name and contact information within ten (10) days of the Effective Date of this Agreement. Masimo will send the designated IT liaison the SafetyNet Infrastructure Configuration Questionnaire to complete and return to Masimo within ten (10) days of receipt of the Questionnaire. Customer agrees that the IT liaison will provide technical assistance and coordination necessary for the SafetyNet installation. Additional installation time required to address changes made to the network configuration which are not communicated in advance to Masimo are not included or funded in this Agreement and shall be billed to Customer at the rate of \$2,400 per day with associated travel and lodging expenses.

CI.3.c. Customer may elect to deploy their own End-User Notification Solution in conjunction with SafetyNet. In this configuration, an End-User notification solution ("**Notification System**") would include a Notification Gateway and a Notification Device. The term "**Notification Gateway**" means a user-provided communication interface, such as a paging transmitter, that receives SafetyNet alarms and alerts notification messages (collectively, "**Notification(s)**") and delivers them to Notification Devices; and "**Notification Device(s)**" means a device, such as a pager, that delivers the Notification to the End-User clinician. "**End-User**" means the hospital or other facilities where SafetyNet is installed.

CI.3.d. Under these circumstances, SafetyNet is responsible for sending Notifications to the End-User Notification System. ONCE A NOTIFICATION HAS BEEN APPROPRIATELY SENT BY SAFETYNET, PER MASIMO'S NETWORK SPECIFICATIONS, TO THE CUSTOMERS NOTIFICATION SYSTEM, THE CUSTOMER IS RESPONSIBLE FOR, AND MASIMO CANNOT BE HELD LIABLE FOR, ANY FAILURE OF CUSTOMER'S NOTIFICATION SYSTEM TO RECEIVE AND TRANSMIT THAT NOTIFICATION TO THE END-USER.

CI.4 **Installation.** The installation schedule for the SafetyNet shall have no effect on Section 3 of this Agreement.

CI.5 **Remote Support and Hardware Replacement Warranty.** Masimo will provide remote support and hardware replacement warranty for twelve (12) months from date of installation, not to exceed fourteen (14) months from the date of SafetyNet delivery.

CI.6 **SafetyNet Components.** The SafetyNet provided under Schedule A of this Agreement is comprised of the following components:

Masimo Part #	Description	Unit Price	Qty	Extended Price
15275	NET232-DET (male) RS232 Serial to Ethernet Intelligent Cable Adapter	\$ 400.00	21	\$ 8,400.00
15769	Cables To Go Patch Cable - 14ft (Blue)	\$ 25.50	21	\$ 535.50
23139	SafetyNet 12 Instrument System Package 1: Includes the ability to connect 12 Instruments, SafetyNet Medical Appliance, SafetyNet TouchScreen and SafetyNet Software	\$ 19,950.00	1	\$ 19,950.00
2445	Additional Bed SafetyNet Software license (13-40 Instruments); per instrument	\$ 525.00	9	\$ 4,725.00
14857	XRackPro2 Rackmount 4U Cabinet, Noise Reduction Enclosure	\$ 1,000.00	1	\$ 1,000.00
17086	2 x 10/100 Ethernet Switch, 1G	\$ 1,000.00	1	\$ 1,000.00
2456	Patient SafetyNet Installation Services	\$ 5,000.00	1	\$ 5,000.00
End-User Education	Up to 4 days of on-site training/education	Included	-	\$ -
Total SafetyNet Components:				\$ 40,610.50

CI.7 **EMR Connectivity (if applicable).** Beginning the second (2nd) Annual Period, an EMR support agreement is required when EMR connectivity is included in the SafetyNet Components listed in CI.6. Customer shall agree to purchase a separate EMR support agreement for a minimum of four (4) years.

CI.8 **SafetyNet Protocol.** Pursuant to Exhibit A of Schedule E of this Agreement, Customer will provide to Masimo a detailed protocol for its Facilities' utilization of the SafetyNet product included in Schedule A of this Agreement. Such protocol will address the intended application and integration of SafetyNet including a continuous patient monitoring protocol in those areas to be served by SafetyNet and tin identification and assignment of key resources.

[This space was intentionally left blank.]

C2 Service, Installation, and Training. Pursuant to Section 3.2 ("Schedule"), installation for certain Products provided under Schedule A of this Agreement is according to the estimated lead-times identified below. Lead-time shall commence upon Masimo's receipt of Customer's Submission requirement.

Make	Model	Estimated Lead Time (in weeks)	Customer Submission to Masimo Requirement
Masimo	Radical-7	2	Purchase Order
	Rad-87		
	Rad-57		
	Cables		
GE	Dinamap (Procure)	4	Purchase Order
	GE Dinamap V100	-	N/A - Reimbursement Credit, see Schedule C, Section C3 for details
Philips	MMS option A03/C06	4	• Serial Numbers • Purchase Order
	MP5	-	N/A - Reimbursement Credit, see Schedule C, Section C3 for details
Welch Allyn	Spot	3	Serial Numbers

C3 Payment. Section 6.5 ("CPI") is hereby replaced in its entirety with the following language: "Masimo agrees to hold the pricing firm for the Term of the Agreement."

C4 Reimbursement Payment. Customer shall acquire the following monitors exclusively intended for use to upgrade existing monitors to Masimo technology. Masimo shall include the monitors as a part of the Schedule A Equipment provided under this Agreement. Accordingly, Masimo agrees to make a one-time reimbursement payment, not to exceed the values below, to Customer for the purchase of these monitors. This one-time reimbursement payment shall be made to Customer upon Masimo's receipt of proof-of-purchase stating the total quantity, product description, and total amount paid by Customer:

- Thirty-five (35) GE Carescape V100 - \$105,000
- Two (2) Philips MP5 - \$16,240

C5 Sensor Discount Rebate. Once Customer has purchased new LNCS Adhesive Sensors totaling \$51,000 in value during the first year of the Agreement, Masimo will issue a sensor discount rebate in the amount of \$51,000. This rebate will be paid in the form of a check by Masimo within sixty (60) days following notification from Customer that it has purchased the required amount in LNCS Adhesive Sensors and verification by Masimo that the required purchases have been completed

C6 Annual Business Review. The parties agree to meet on annual basis to review both parties compliance with this Agreement.

C7 Distributors.

C7.1 Application to Commitment. Sensors obtained by Customer as a result of an Intermediary (a Distributor, IDN or GPO affiliation), that are not included in this Agreement; do not apply towards Customer's Targeted Annual Market Share Commitment.

C7.2 Price Differential. Should an Intermediary elect to provide the Sensors at lower or higher prices to Customer than listed herein, such shall be agreed upon between the Intermediary and Customer. Masimo shall have no obligation to rebate Customer or the Intermediary for any price differences other than to the Intermediary for the price negotiated between Customer and Masimo for the Sensors listed herein.

C7.3 Distributor Option. Customer shall have the option to utilize a Masimo-approved Distributor to order and receive Masimo Sensors per the terms of this Agreement for distribution of Sensors ordered per this Agreement to Customer Facilities. Customer's Targeted Annual Market Share Commitment can be fulfilled in such manner under this paragraph's additional conditions. Should Customer select this option, then

- Section 6 ("Payment") shall be amended as follows: Masimo agrees to provide Sensors to the Masimo-approved Distributor at the same prices listed herein.
- Section 4 ("Purchase Orders") shall be amended as follows: Ordering process, price, and terms determined between Customer and Distributor shall not amend or supplement the terms of this Agreement.

C7.4 IDN or GPO Affiliation. Customer may also order Products that are not included in this Agreement pursuant to Customer's IDN or GPO affiliation. In such event, the terms and conditions of this Agreement shall supersede the terms and conditions of the IDN or GPO Agreement between Masimo and the

aforementioned IDN or GPO. This order of precedence shall prevail at all times even if the IDN or GPO Agreement was executed prior to this Agreement or in the event the IDN or GPO Agreement is amended or an entirely new IDN or GPO Agreement is executed between Masimo and the IDN.

C8 Buyout. Provided Customer is current in its sensor purchase obligations and not in breach of this Agreement, Customer may terminate this Agreement and buyout its contractual obligations at any time upon at least thirty (30) days prior written notice to Masimo, assuming Masimo is not in uncured material breach of this Agreement in which case Customer will have whatever rights available to it at law and in equity. Customer shall be responsible for all contractual obligations to the date of termination and shall promptly pay to Masimo the amount owing as stated in the table below according to the month of termination upon receipt of Masimo's invoice. Masimo shall invoice Customer the corresponding termination payment amount as defined in the table below.

Month	Payment Amount	Month	Payment Amount
1	\$ 799,029.87	31	\$ 392,743.44
2	\$ 785,486.99	32	\$ 379,200.56
3	\$ 771,944.11	33	\$ 365,657.68
4	\$ 758,401.23	34	\$ 352,114.80
5	\$ 744,858.35	35	\$ 338,571.92
6	\$ 731,315.46	36	\$ 325,029.03
7	\$ 717,772.58	37	\$ 311,486.15
8	\$ 704,229.70	38	\$ 297,943.27
9	\$ 690,686.82	39	\$ 284,400.39
10	\$ 677,143.94	40	\$ 270,857.51
11	\$ 663,601.06	41	\$ 257,314.63
12	\$ 650,058.18	42	\$ 243,771.75
13	\$ 636,515.30	43	\$ 230,228.87
14	\$ 622,972.42	44	\$ 216,685.99
15	\$ 609,429.54	45	\$ 203,143.11
16	\$ 595,886.65	46	\$ 189,600.22
17	\$ 582,343.77	47	\$ 176,057.34
18	\$ 568,800.89	48	\$ 162,514.46
19	\$ 555,258.01	49	\$ 148,971.58
20	\$ 541,715.13	50	\$ 135,428.70
21	\$ 528,172.25	51	\$ 121,885.82
22	\$ 514,629.37	52	\$ 108,342.94
23	\$ 501,086.49	53	\$ 94,800.06
24	\$ 487,543.61	54	\$ 81,257.18
25	\$ 474,000.73	55	\$ 67,714.30
26	\$ 460,457.84	56	\$ 54,171.41
27	\$ 446,914.96	57	\$ 40,628.53
28	\$ 433,372.08	58	\$ 27,085.65
29	\$ 419,829.20	59	\$ 13,542.77
30	\$ 406,286.32	60	\$ -

**Schedule D
Extended Maintenance Plan**

Extended Maintenance. Customer may maintain the pulse oximeters in Schedule A for the Term of this Agreement through obtaining an Extended Maintenance Plan for \$99 per device per year for the remaining Term of this Agreement.

Upon the expiration of the Standard Warranty Customer may maintain the pulse oximeters through the Extended Maintenance Plan. Masimo warrants that through the Extended Maintenance Plan that the pulse oximeters provided will materially conform to their published specifications at the time of shipment and be free from material defects in materials and workmanship. Provided that payments are current and Customer is not otherwise in breach of this Agreement, Masimo's obligation if any Masimo pulse oximeters are found upon examination by Masimo to be defective during the maintenance period shall be limited to repair or replacement. Masimo is not responsible and will charge Customer for repair, replacement, or maintenance caused by damage, neglect, misuse, improper operation, accident, fire, water, vandalism, weather, war, any Act of God, unauthorized equipment attached to Masimo pulse oximeters, or unauthorized modification of Masimo Products or Software. Except as expressly noted herein, all remedies set forth herein are exclusive and in lieu of all other representations and warranties, oral or written, express or implied.

Select the desired Maintenance Plan for Masimo Products Listed in Schedule A	Cost of Customer-Selected Maintenance Plan	Customer Signature (Sign only in the row for Selected Maintenance Plan)
Annual	# of Devices: 85 Price Per Device: \$99 Annual Total Cost: \$ 8,415.00	
Term	# of Devices: 85 Price Per Device: \$99 Additional Coverage (Yrs): 4 Term Total Cost: \$ 33,660.00	

Customer may issue a Purchase Order to Masimo for the Extended Maintenance Plan amount as defined above for each year of the Term.

In the event that Customer allows maintenance to lapse at any time after the expiration of the Standard Warranty period of one (1) year, Customer may obtain an Extended Maintenance Plan inclusive of any lapsed period for \$225 per device per year for the lapsed period (pro rata on an annual basis) plus the current period on an annual basis. Masimo must receive Customer's Purchase Order for the Extended Maintenance Plan inclusive of any lapsed period prior to any maintenance, repair or replacement of pulse oximeters by Masimo after the expiration of the Standard Warranty. Once the Extended Maintenance Plan Purchase Order is received by Masimo, Customer's requests for Extended Maintenance services will be initiated by Masimo.

Schedule E
SafetyNet Installation Services Addendum

The following Exhibits are attached and incorporated into this SafetyNet Installation Services Addendum:

- Exhibit A – Project Implementation Scope
- Exhibit B – Installation Services Pricing
- Exhibit C – Customer Locations and Contacts
- Exhibit D – Masimo Contacts
- Exhibit E - Definitions, in which capitalized terms used in this Addendum are defined

E1 Services.

E1.1 Masimo shall provide the SafetyNet Installation Services (“Services”) in accordance with this Addendum and any applicable Exhibits. Services will be performed during Business Hours except to the extent that Customer and Masimo mutually agree otherwise. Customer shall pay for the Services and expenses pursuant to Section E8 of this Addendum and as specified in the applicable Services Exhibit.

E2 Services Change Orders.

E2.1 Customer may at any time notify Masimo in writing that it desires to modify an Exhibit. If Masimo is willing in its sole discretion to accept such modifications, it shall promptly prepare and submit to Customer a Change Order to the applicable Service Exhibit proposing the terms and price under which such changes will be made. If Customer accepts such Change Order, Customer shall issue a Purchase Order to Masimo within five (5) Business Days after the date of the Change Order. The terms of this Addendum and or applicable Exhibit shall be deemed amended and shall become a part of this Addendum. If Customer does not accept the Change Order in writing within five (5) Business Days, then the Change Order shall be of no force or effect.

E3 Purchase Orders.

E3.1 Customer may acquire Services by submitting a Purchase Order to Masimo referencing this Addendum. Each Purchase Order shall be issued pursuant to the applicable Exhibit(s) which details the work to be performed and the prices. No Purchase Order shall be binding unless acknowledged and accepted in writing by Masimo.

E3.2 No terms in any Purchase Order shall amend or supplement the terms of this Addendum.

E4 Cancellation.

E4.1 Customer may cancel any Services Exhibit at any time upon written notice. Customer acknowledges, however, that Masimo schedules its resources in advance and that Masimo would incur significant expenses, including downtime of its personnel, if Masimo was not able to reschedule such resources upon Customer’s cancellation. Therefore, in addition to any other amounts owing hereunder, Customer shall pay for any costs incurred and for Services scheduled to be performed within ten (10) business days after Masimo’s receipt of any such cancellation notice at Masimo’s applicable time and materials rates, whether or not such Services are actually performed.

E5 Estimated Schedule.

E5.1 Masimo shall make commercially reasonable efforts to complete the Services in accordance with the project schedule developed during the project kick-off meeting. Customer acknowledges that the project schedule is an estimate only and that Masimo shall have no liability hereunder and shall not be deemed to be in breach hereof for any failure to complete the Services in accordance with the project schedule. Customer further acknowledges that the schedule depends upon and assumes that Customer will perform all of its obligations under project schedule.

E6 Work Product.

E6.1 Masimo shall own all Work Product developed in performing the Services. Without limiting the generality of the foregoing, any software or documentation included in the Work Product, including without limitation any Software or Documentation that are modified, enhanced or customized under this Addendum or any Exhibit (collectively, “Developed Software” and “New Documentation,” respectively) shall be deemed to be part of the Masimo Software or Documentation, as the case may be except that: (i) Developed Software is provided AS IS, without any warranties whatsoever, and (ii) Customer may not be entitled to receive any

Services with respect to the Developed Software and shall have no rights with respect thereto under any Masimo Maintenance Agreement

E7 Payment for Additional Charges Not Included in Schedule C, Section CI.6.

- E7.1 Masimo shall invoice Customer (i) upon completion of a Network Performance Summary Report (SafetyNet Network Pre Installation and Installation Fee) and (ii) upon installation of the Products, if any additional charges are incurred. Payment terms are net thirty (30) calendar days from invoice date based on Customer meeting Masimo credit requirements. Service charges of 1½% per month or the maximum rate permitted by law, if lower, may be charged on past due amounts.
- E7.2 Payments. All payments required by this Addendum are stated and shall be made in United States dollars. Payments shall be sent to Masimo at the return address printed on Masimo's invoice, and shall be deemed made only upon receipt by Masimo at that address.

E8 Installation Limited Warranty. ALL SERVICES ARE PROVIDED IN ACCORDANDANCE WITH INDUSTRY STANDARDS AND WILL BE SUBJECT TO WRITTEN ACCEPTANCE BY THE PARTES ON COMPLETION OF INSTALLATION. MASIMO MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH REGARD TO THE SERVICES PERFORMED HEREUNDER.

Exhibit A
Project Implementation – Scope of Work

- 1) **Site Survey –SafetyNet Network Pre Installation and Installation Fee (Planning and System Configuration Architecture).**
- 2) **Project Implementation – Scope.**
 - a) The scope of work (“SOW”) of this engagement provides Installation Services (“Services”) by Masimo to implement a SafetyNet (“SafetyNet”) at the Customer site. Activities associated with this implementation project will be conducted both at Customer’s data center and remotely via VPN (or equivalent).
- 3) **Project Kickoff.**
 - a) During the Project Kickoff Phase:
 - i) **Masimo and Customer** are responsible for assigning project managers, or equivalent, to oversee the project. The objectives of the project kick-off meeting are the following:
 - (1) Define project scope
 - (2) Detail project deliverables
 - (3) Identify and assign key resources to complete project deliverables
 - (4) Identify and assign key resources to develop a continuous patient monitoring protocol
 - (5) Establish timeframes to complete project deliverables
 - (6) Generate overall project plan
 - (7) Agree on the Change Management Process
- 4) **Planning and System Configuration Architecture (Pre Installation).**
 - a) During the Planning and Architecture phase,
 - i) **Masimo will:**
 - (1) In the case where wireless networks are being used, conduct a wireless site survey.
 - (2) Perform network performance testing. This testing, to be summarized in the Network Performance Summary Report, involves the following:
 - (a) 24 hour Ping Test that tests the network availability, network latency and packet loss
 - (b) 24 hour Clinical Impact Analysis that quantifies the overall impact of network performance on the SafetyNet performance.
 - (c) Signal strength Heat Map
 - (d) Signal-to-Noise Heat Map
 - (e) Interference Heat Map
 - (f) Client disconnect summary
 - ii) **Customer will provide Masimo:**
 - (1) Access to the applicable areas to be tested
 - (2) Network settings for test equipment
 - (3) With a scaled architectural floor plan, in a digital format (.bmp, .dib, .dwg, .dxf, .emf, .gif, .vsd, .jpg or .wmf), for all areas intended to provide wireless coverage for the SafetyNet Application.
 - b) System Configuration and Architecture Requirements
 - i) The objectives of the System Configuration Requirements are for the Customer to provide the details for Masimo personnel to configure and test the purchased SafetyNet components. The Masimo project manager will provide a questionnaire to the Customer project manager, or equivalent, for completion. It is the responsibility of the Customer to complete the applicable sections of the questionnaire. Completion of this document is required for Masimo to configure and test the applicable system components prior to shipping.
 - ii) Information technology networks provided by Customer must meet the following minimum network performance requirements:
 - (1) Wireless Networks
 - (a) Network Availability: greater than or equal to 99.9%
 - (b) Packet Loss: less than 2%
 - (c) Wireless Latency: less than 100ms (stationary use)
 - (d) IEEE 802.11a Access Point Overlap; or
 - (i) Greater than 20% Access Point overlap
 - (ii) Greater than -67 db signal strength at Access Point Peripheral
 - (iii) Greater than 20 db Signal-to-Noise ratio

- (iv) Recommended 20 db channel separation to minimize co-channel interference
- (v) Security: minimum WPA-PSK
- (e) IEEE 802.11b/g Access Point Overlap:
 - (i) Greater than 15% Access Point overlap
 - (ii) Greater than -67 db signal strength at Access Point Peripheral
 - (iii) Greater than 20 db Signal-to-Noise ratio
 - (iv) Recommended 20 db channel separation to minimize co-channel interference
 - (v) Security: minimum WPA-PSK
- (2) Hardwired Networks
 - (a) Hardwired Latency: less than 30 ms
 - (i) Network Availability: greater than or equal to 99.9%
 - (ii) Packet Loss: less than 2%

5) Customer's Responsibilities.

a) General.

- i) Customer shall make available in a timely manner at no charge to Masimo all technical data, computer facilities, programs, files, documentation, test data, sample output and suitable office accommodations required by Masimo for the performance of the Services. Customer will be responsible for and assumes the risk of any problems resulting from the content, accuracy, completeness and consistency of all such data, materials and information supplied by Customer. Customer shall be responsible for the use of the Product and for assuring that the SafetyNet Medical Appliance and Software are appropriate to achieve Customer's intended results.
- ii) Provide access to facilities, systems, personnel and respond to all requests for information required to complete installation
- iii) Configuring a VPN account(s) for Masimo to minimally access the SafetyNet Medical Appliance, SafetyNet Views, Masimo Notification System, and Masimo wired and wireless bridge clients, and to push and pull files. Masimo is responsible for testing the VPN access to ensure functionality.
- iv) Provide a virtual private network (VPN) connection to each SafetyNet Medical Appliance is required. Customer will provide a VPN connection for each SafetyNet Medical Appliance. Masimo may not access, transmit, copy or use any data from the SafetyNet Medical Appliance except as is necessary to provide Product enhancements, warranty service, support and the development of new algorithms and products. Masimo may access, copy and use any de-identified data from the SafetyNet Medical Appliance provided Masimo complies with applicable HIPAA requirements.

b) Network.

- i) Available network outlets by each bedside for bedside instruments
- ii) Power outlets at the bedside for Masimo equipment
- iii) Applicable hospital network configuration
- iv) 2-U of rack space, network access and back-up power for each SafetyNet Medical Appliance in the IT Data Center
- v) Back-up power for the SafetyNet Medical Appliance(s)
- vi) Space in the clinical area for the SafetyNet View(s)
- vii) Network access and back-up power for the SafetyNet View
- viii) Space to mount the Masimo Notification System
- ix) Network access and back-up power for the Masimo Notification System

c) Facility.

- i) Installation of cabling and network jacks
- ii) Mounting of bedside instrument wall mounts
- iii) Installation of the SafetyNet Medical Appliance in the IT Data Center
- iv) Mounting of the SafetyNet Paging Transmitter
- v) Installation of additional power outlets
- vi) Providing bedside instrument clinical settings

d) Remediation Activities.

- i) Any and all remediation activities or any work beyond this SOW required to meet SafetyNet minimal performance requirements are the sole responsibility of the Customer, including all costs incurred to complete such remediation
 - (1) Masimo shall document and notify Customer of any and all deficiencies identified during this SOW.

- (2) If mutually agreed upon, Masimo will issue Customer a Change Order specifying any additional work required to be conducted by Masimo to assist Customer in remediation process or Customer has the option to use its own 3rd party contractor or consultant to implement remediation.
 - (3) Customer shall notify Masimo when remediation is completed.
 - ii) Customer will issue Masimo a Purchase Order for the remediation, if performed by Masimo, and to retest network to validate remediation has corrected the identified deficiency
 - (a) Masimo will conduct, at its sole discretion, all or some of the Network Performance dependent upon the extent of remediation.
 - e) **Development of Continuous Patient Monitoring Protocol.**
 - i) Customer to identify and assign key resources to develop continuous patient monitoring protocol for those care areas for which SafetyNet will be installed.
 - ii) Customer to educate all necessary personnel on the continuous patient monitoring protocol prior to go-live activities.
 - iii) Customer to implement the continuous patient monitoring protocol as part of go-live activities.
 - iv) Go-live activities will occur only after the creation of a continuous patient monitoring protocol, and personnel education and protocol implementation as detailed in items ii and iii
- 6) Installation and Acceptance.**
- a) Installation shall begin upon mutual agreement:
 - i) The Customer's facility and network meet SafetyNet Install specifications; and
 - ii) Installation pricing if changes were required as a result of findings discovered in Section 3; and
 - iii) Scheduling
 - b) During the Installation Phase, Masimo will:
 - i) Perform SafetyNet Installation which includes:
 - (1) Perform tuning and remediation as necessary
 - (2) Upon completion of the Installation Services as described herein, Customer shall sign the SafetyNet Installation Checklist as an acknowledgment that such services have been completed
- 7) Out Of Scope.**
- a) The following work is defined as out of scope for this project:
 - i) Any and all Customer Network remediation activities
 - ii) Tuning network performance
 - iii) Unpacking and Racking Hardware
- 8) Assumptions.**
- a) TBD
- 9) Additional Provisions.**
- a) Change Procedure: Any changes and/or modification to this SOW must be done in writing and approved by both Masimo and Customer. Changes may result in a change to the service fees associated with this SOW. Should the changes result in additional time or material, Masimo will provide to Customer in writing an estimate cost for approval before such costs are incurred. Change requests are to be communicated via the assigned project managers, or equivalent, on the **Masimo** and **Customer** side.

**Exhibit B
Installation Services Pricing**

- 1) SafetyNet Network Pre Installation and Installation Fee (Planning and System Configuration Architecture).**
 - a) Pre Installation Site Survey Fee
 - b) Prior to installation and final SafetyNet pricing, Customer shall pay amounts exceeding the values in Schedule C, Section C1.6 for Site Surveys, when required.
 - c) The Site Survey fee, when required, includes travel and expenses for a single trip and up to five (5) days of on-site evaluation and validation of Customers network. For multiple floors the aforementioned is multiplied by the number of floors.
 - d) Upon mutual agreement of Masimo's network evaluation, SafetyNet Price and Installation Fees shall be revised to reflect the correct configuration, number of days for the SafetyNet Installation, and Customer's additional costs, if any

- 2) Installation Fee.**
 - a) Schedule C, Section C1.6 includes installation of the SafetyNet at \$5,000 per floor, per SafetyNet Medical Appliance (or as otherwise revised per Schedule C, Section C1.6 of the Agreement). The \$5,000 fee includes travel and expenses and up to five days of on-site installation services. For multiple care areas, the aforementioned is multiplied by the number of SafetyNet Medical Appliances. Any additional costs not included in Schedule C, Section C1.6 shall be the responsibility of Customer.

- 3) Pre Installation Site Survey and Installation Start Dates.**
 - a) Pre Installation Site Survey
 - i) Masimo shall perform the Pre Installation Site Survey within ten (10) days after execution of this Agreement.
 - ii) In the event that there are corrective actions required by the Customer as a result of Masimo's completion of the Site Survey, Customer shall remedy said corrective actions as defined by Masimo with in thirty (30) days of the Site Survey completion.
 - iii) Delays in remedying the corrective actions that are not mutually agreed upon may result in additional fees.

- 4) Installation Services.**
 - a) Masimo shall perform the Installation Services according to the dates agreed upon in the Project Plan or at an updated date following Customer's remedy of the corrective actions.

- 5) Purchase Price and Payment Schedule.**
 - a) Additional services beyond this project can be contracted by Customer at a rate not to exceed \$2,400 per day (8-10 hour consulting day) plus travel and expenses unless otherwise agreed to by Customer.

**Exhibit C
Customer Locations and Contacts**

Primary Data Center Location:

Customer	
Address	
City, State, Zip	

Target Data Center Location

Customer	
Address	
City, State, Zip	

Customer Contact Information

Project Manager

Name	
Office Number	
Cell Number	
E-mail address	

Administrator

Name	
Office Number	
Cell Number	
E-mail address	

**Exhibit D
Masimo Contacts**

Project Manager

Name	
Office Number	
Cell Number	
E-mail address	

Installation Services Engineer

Name	
Office Number	
Cell Number	
E-mail address	

Software Support Services

Name	Help Desk
E-mail address	Email:

District Sales Manager

Name	
Office Number	
Cell Number	
E-mail address	

Technical Sales Engineer

Name	
Office Number	
Cell Number	
E-mail address	

**Exhibit E
Definitions**

Term	Definition
Business Day	Monday through Friday, excluding Masimo recognized holidays.
Business Hours	9:00 am to 6:00 pm, local time (at Customer's facility), Monday through Friday, excluding holidays recognized by Masimo.
Change Order	A document that describes a modification to current Service Exhibit and as applicable any changes to the terms, schedule and price.
Documentation	The Software and related documentation.
Parties	Masimo and Customer.
Party	Masimo or Customer.
Premium Time	Any time in excess of ten (10) hours spent by any Masimo personnel providing Services hereunder on any calendar day and any time worked by any Masimo personnel in providing Services hereunder on Saturday, Sunday or any holiday recognized by Masimo.
Purchase Order	Customer's ordering document that commits Customer to purchase and pay for Services in accordance with this Addendum.
Services	The services to be performed as identified in the applicable Services Exhibit.
Services Exhibit	Any implementation plan, Services addendum, statement of work or other exhibit attached as of the date of this Addendum or as to which the parties shall mutually agree in writing from time to time during the term specified in this Addendum, which describes Services to be provided by Masimo to Customer.
Standard Overtime	Any time spent by Masimo personnel providing Services hereunder outside of Business Hours and Premium Time.
Work Product	Collectively, all inventions, discoveries, improvements and other patentable subject matter, writings, works and other copyrightable subject matter, trade secrets, trademarks and/or other data, information or matter (such as test data, test results, benchmark data and studies, know how and/or show how) that is created by or for Masimo or for which Masimo is otherwise responsible hereunder, constituting deliverables hereunder or otherwise developed by Masimo for Customer in the course of performing the Services or under funding of this Addendum, whether produced solely or jointly with others.

Riverside County Regional Medical Center
Pulse Oximetry Probes - Usage & Savings
Updated Baseline Purchase Order Data Annualized: 7/1/2013 - 12/31/2013

Internal Item #	Item Description	Manuf	Manuf #	Annual Ea Qty	Baseline Price Ea	Baseline Annual Spend	Patient Type	Disp/Reuse	Conversion Factor	New OEM Price	Reproc Price	Reproc Qty	OEM Qty	New Spend	Savings
MB46577-00099	SENSOR MAX-A, OXYGEN PROBE ADU	Covidien	MAXA	53,904	\$9.63	\$518,826	Adult	Disposable	24	\$7.32	\$6.01	26,952	26,952	\$359,274	\$159,552
MB46577-00101	SENSOR TH,N25,OXYGEN,NEONATAL	Covidien	MAXN	19,968	\$12.51	\$249,850	Multi-size	Disposable	24	\$9.67	\$7.32	9,984	9,984	\$169,622	\$80,228
MB46577-00100	SENSOR PULSE OXYGEN, #MAXP, P	Covidien	MAXP	2,400	\$9.63	\$23,100	Pediatric	Disposable	24	\$7.32	\$6.01	1,200	1,200	\$15,996	\$7,104
46577	CAT. # MAX-FAST, Oximax Adhesiv	Covidien	MAXFAST	48	\$20.46	\$982	Adult	Disposable	24						
NICU:															
MC46577-00294	SENSOR, MASIMO, 2329, LNCS NEO,	Masimo	2329	2,480	\$13.33	\$33,058	Neonatal	Disposable	20	\$9.67	\$7.32	1,240	1,240	\$21,067	\$11,992
MB46577-00160	SENSOR, MASIMO, 1901, NEONATE,	Masimo	1901	140	\$13.33	\$1,866	Neonatal	Disposable	20	\$9.67	\$7.32	70	70	\$1,189	\$677
				78,940		\$827,682						39,446	39,446	\$567,148	\$259,533