# PROFESSIONAL SERVICES AGREEMENT HEALTH CARE (PATIENT) SERVICES PROVIDED BY UNIVERSITY (GOVERNMENT ENTITY)

This Professional Services Agreement ("<u>Agreement</u>") is made and entered into by and between Texas Tech University Health Sciences Center, a public institution of higher education located in the State of Texas ("<u>University</u>"), on behalf of its School of Medicine, Permian Basin campus, and Ector County Independent School District. University and ISD may be referred to herein individually each as a "Party" or collectively as the "Parties."

#### **Background**

- ISD desires to obtain certain professional health care services to be provided at each of its campuses listed on Exhibit "A", which is attached hereto and incorporated by reference (each, a "Campus" and collectively, the "Campuses").
- University represents that it employs health care professionals with the necessary qualifications and knowledge who will be
  assigned to perform the services.
- University has received funding through a grant issued by the Department of Health and Human Services titled Congressionally Directed Spending for Construction Projects to provide the Equipment for such Services (the "Grant").

#### Agreement

Now therefore, for the consideration herein expressed, University and ISD hereby agree as follows.

#### Article 1 Responsibilities

- 1.1 **University Responsibilities**. Between the hours of 8:00 a.m. and 4:30 p.m. on days when ISD is in session, University will ("Services"):
  - 1.1.1 Provide physical assessment and treatment of acute illnesses, treatment plans and medication management for chronic diseases that are as stable and rapid intervention for acute illness before disease progresses via telemedicine on each Campus.
  - 1.1.2 Prescribe medications and call such medications in to the pharmacy of parent's choice.

### 1.2 **ISD Responsibilities.** ISD will:

- 1.2.1 Identify a point person from ISD to serve as ISD's contact for communications related to this Agreement.
- 1.2.2 Through each Campus' school official (nurse or teacher), identify a student needing medical services and contact the parent/guardian for the involvement and consent.
- 1.2.3 Through each Campus' school official (nurse or teacher), schedule an appointment with University for the telemedicine visit on school campus.
- 1.2.4 Through each Campus' school official (nurse or teacher), schedule a follow-up appointment with University for the telemedicine visit on school campus.
- 1.2.5 Provide or arrange for the safe, efficient, and proper clean-up and disposal of all medical waste and bio-hazardous materials created, produced, or otherwise found on the premises of each Campus.
- 1.2.6 Make available and maintain appropriate and necessary space, as well as equipment and supplies not provided for under the Grant which meet current standard of care, and support staff who hold current licenses or certification on each Campus.

# Article 2 Equipment

#### 2.1 **University Responsibilities Related to the Equipment.** University will:

- 2.1.1 Deliver and install the telemedicine equipment ("<u>Equipment</u>") listed on Exhibit B, which is attached hereto and incorporated by reference, for each Campus.
- 2.1.2 Authorize ISD to be linked to the University telemedicine network.
- 2.1.3 Be responsible for regular maintenance on the installed Equipment.
- 2.1.4 Provide required software updates and hardware maintenance to Equipment.
- 2.1.5 Retain title to the Equipment throughout the Term of this Agreement. Upon expiration of the Term of this Agreement, University may remove the Equipment at no cost to ISD.

#### 2.2 **ISD Responsibilities Related to the Equipment.** ISD will:

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- 2.2.1 Provide a secure suitable clinic room location for the Equipment that meets the specifications shown on Exhibit C, which is attached hereto and incorporated herein by reference.
- 2.2.2 Provide University unconditional access to examine the Equipment during each Campus' normal business hours throughout the Term of this Agreement.
- 2.2.3 Comply with any technical specifications as may be required by University to allow for proper functioning with the University telemedicine network, system and equipment.
- 2.2.4 Be responsible for complying with any standards or specifications required by the telemedicine network that ISD, in its sole discretion, chooses.
- 2.2.5 Authorize and facilitate access for University's technical personnel to the Equipment at each Campus for purposes of installing /repairing/upgrading Equipment associated with this Agreement.
- 2.2.6 Ensure that the Equipment is kept in a secure manner and allow access for use only to authorized persons for maintenance and Services for ISD students.
- 2.2.7 Be responsible for security of transmissions and connectivity to any non-University links.
- 2.2.8 Participate in a minimum of 2 hours of onsite training with University staff.
- 2.2.9 Follow all applicable federal and state telemedicine rules in presenting patients.
- 2.2.10 Keep the Equipment free and clear of any liens or other encumbrances and not permit any act where University's title or rights may be negatively affected.
- 2.2.11 Return the Equipment to University upon request.

# Article 3 Compensation and Payment

- 3.1 **Fees for Services.** University will invoice each student's guarantor \$20 per appointment. ISD will not be responsible for payment to University for the Services.
- 3.2 **Fees for Equipment.** Both Parties expressly acknowledge that the Equipment is funded by the Grant and nothing in this Agreement shall be construed as establishing an obligation of payment to either Party by the other Party for the Equipment.
- 3.3 **Medical Judgment.** Each Party represents and warrants that all decisions regarding the medical care of patients shall be based solely upon the professional medical judgment of a patient's attending physician(s) and shall be made in the best interests of patients, that the aggregate benefit given or received under this Agreement, whether in cash or in kind, has been determined in advance through a process of arms-length negotiations that were intended to achieve an exchange of goods and/or services consistent with fair market value in the circumstances, and that any benefit given or received under this Agreement is not intended to induce, does not require, and is not contingent upon, the admission, recommendation or referral of any patient, directly or indirectly, to the other Party.
- 3.4 **Stark and Anti-Kickback.** Both Parties intend that the terms and conditions of this Agreement, and the manner in which the Services are to be performed hereunder comply with applicable federal and state laws and regulations, including but not limited to, 42 CFR Part 411 (Stark) and 42 CFR 1001 et seq. (Anti-kickback).

## Article 4 Term and Termination

4.1 **Term; Automatic Renewal**. The term of this Agreement shall commence on August 20, 2024 and continue in full force and effect through August 20, 2025.

If notice of termination has not been given by either Party at the time of expiration of the current term of this Agreement, this Agreement shall be automatically renewed on a year to year basis.

- 4.2 **Right to Terminate**. Either Party may terminate this Agreement at any time, with or without cause, by giving the other Party thirty (30) days written notice.
- Force Majeure. "Event of Force Majeure" means an event beyond the control of ISD or University which prevents or makes a Party's compliance with any of its obligations under this Agreement illegal or impracticable, including but not limited to: act of God (including, without limitation, fire, explosion, earthquake, tornado, drought, and flood); war, act or threats of terrorism, hostilities (whether or not war be declared), invasion, act of enemies, mobilization, requisition, or embargo; rebellion, insurrection, military or usurped power, or civil war; contamination or destruction from any nuclear, chemical, or biological event; riot, commotion, strikes, go slows, lock outs, or disorder; epidemic, pandemic, viral outbreak, or health crisis; or directive of governmental authority. No Party will be considered in breach of this Agreement to the extent that performance of their respective obligations is prevented or made illegal or impracticable by an Event of Force Majeure that arises during the term (or after execution of the Agreement but prior to the beginning of the term). A Party asserting an Event of Force Majeure hereunder ("Affected Party") will give reasonable notice to the other Party of an Event of Force Majeure upon it being foreseen by, or becoming known to, Affected Party. In the event of an Event of Force Majeure, Affected Party will endeavor to continue to perform its obligations under the Agreement only so far as reasonably

practicable.

- 4.4 **Initial Twelve Months.** Notwithstanding anything else in this Agreement to the contrary, if either Party terminates this Agreement during the initial twelve (12) months of the Agreement for any reason, the Parties agree that they shall not enter into an agreement with each other for the same or substantially the same services during the initial twelve (12) months of this Agreement.
- 4.5 **Effect of Termination.** The termination or expiration of this Agreement shall not relieve either Party of any obligation pursuant to this Agreement which arose on or before the date of termination.

## Article 5 Insurance

- 5.1 **Texas Tech University System Professional Liability Insurance.** The Texas Tech University System maintains a Medical Liability Self-Insurance Plan that provides medical malpractice liability insurance to its employed physicians in amounts of \$400,000 per claim/\$1.2 million annual aggregate, unless lower liability limits are set by law, in which case the lower liability limits set by law shall apply.
- 5.2 **State Employees.** University state employees are subject to Texas Civil Practice and Remedies Code, Chapter 104, State Liability for Conduct of Public Servants, under which state employees acting in the course and scope of their employment are entitled to protection from the state with limits as set forth in §104.003.
- 5.3 **Mutual Responsibility.** University is responsible for its own negligence, gross negligence, willful misconduct or legal wrongdoing in any way connected with the performance of any work under this Agreement which results in claims or liabilities, penalties, costs or expenses as authorized by Texas law. ISD is responsible for its own negligence, gross negligence, willful misconduct, or legal wrongdoing in any way connected with the performance of any work under this Agreement which results in claims or liabilities, penalties, costs or expenses as authorized by Texas law.
- The ISD's employees are entitled to immunity from personal liability granted under various provisions of State and Federal law, including, but not limited to: Education Code 22.0511, Civil Practice and Remedies Code 74.151, the Paul D. Coverdell Teacher Protection Act of 2001. The District's statutory immunity is in addition to and does not preempt the common law doctrine of official and governmental immunity. Except as to motor vehicles, Texas Tort Claims Act (Civil Practice and Remedies Code chapter 101) does not apply to the School District.

#### Article 6 Licensure

- University represents and warrants that University or its employees and agents providing Services: (i) hold and maintain unrestricted, independent, active licenses to practice in Texas, if applicable; (ii) hold and maintain unrestricted Medicare and Medicaid provider numbers, if applicable; (iii) are credentialed without restriction or limitation on the University medical staff in their applicable specialty; (iv) never have had any privileges or license to practice suspended, revoked or terminated; (v) never have been convicted of a felony, health care related crime, or of any other crime involving moral turpitude or immoral conduct or been sanctioned by any state or federal governmental authority for civil or criminal health care related misconduct; and (vi) have a current narcotics license and registration number issued by the appropriate governmental agency, if applicable. University shall notify ISD immediately if it becomes aware of any circumstances which will change the representations in this section.
- 6.2 University represents and warrants that its employees and agents shall provide Services hereunder in accordance with: (i) their license to provide professional services, as issued by the State of Texas; (ii) any applicable professional associations; (iii) the criteria and standards set by any applicable specialty boards; (iv) The Joint Commission; and (v) all currently accepted and approved methods of practice as established by other applicable societies, associations, or regulatory agencies.
- University shall require that its employees and agents providing Services pursuant to this Agreement devote approximately the hours per week set forth in this Agreement to fulfill the obligations described in this Agreement. Otherwise, the University's employees and agents shall be free to dispose of such portion of their time, energy and skill as they are not obligated to devote under this Agreement in such manner as they see fit and to such persons, patients, institutions, firms or corporations as they deem advisable, provided such outside activities do not interfere with the performance of their duties under this Agreement.
- 6.4 University shall promptly prepare or cause to be prepared, and University shall require that University's employees and agents providing Services prepare or cause to be prepared, reports and records of all examinations, procedures and other services performed in accordance with generally accepted medical practices, regulatory and accrediting requirements and those policies and procedures established by University in order to properly document all Services provided, monitor the care of patients, and to bill and receive

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payment for Services rendered. The ownership and right of control of all patient reports, records and supporting documents prepared hereunder in connection with the Services shall belong exclusively to University.

6.5 University shall require University personnel to have a completed Texas Department of Public Safety background check to the extent required by the Texas Education Code.

## Article 7 HIPAA and FERPA

- 7.1 **HIPAA.** It is the intent of the Parties to comply with all provisions of the Health Insurance Portability and Accountability Act of 1996, now codified at Title XI, Part C of the Social Security Act and as it may be amended and all regulations promulgated thereunder ("<u>HIPAA</u>"), as these may change from time to time. University shall not, and shall require that its employees and agents, shall not, disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved in writing, any individually identifiable patient or medical record information regarding ISD students, and the University shall comply, and shall ensure that each of its employees and agents providing Services under this Agreement complies, with all federal and state laws and regulations, and all HIPAA rules, regulations and policies of University regarding the confidentiality of such information.
- 7.2 **FERPA.** If University is given access to personally identifiable information about any student during performance of this Agreement, University agrees to abide by the limitations on re-disclosure of personally identifiable information from student records as set forth in the Family Educational Rights and Privacy Act ("FERPA") 34 CFR § 99.33.

### Article 8 Compliance

- 8.1 Compliance with Applicable Laws and Policies. The Parties enter into this Agreement with the intent of conducting their relationship in full compliance with the federal physician anti-referral law, the Medicare and Medicaid Anti-Fraud and Abuse law and the Texas Occupations Code patient non-solicitation law. Notwithstanding any unanticipated effect of any of the provisions herein, neither Party will intentionally conduct itself under the terms of this Agreement in a manner to constitute a violation of the Medicare and Medicaid Anti-Fraud and Abuse law or Texas Occupations Code patient non-solicitation law. The Parties acknowledge that each is subject to applicable federal and state laws and regulations, and policies and requirements of various accrediting organizations. Accordingly, each Party will enforce compliance with all applicable laws, regulations, and requirements, and will make available such information and records as may be reasonably requested in writing by the other Party to facilitate its compliance, except for records which are confidential and privileged by law. Each Party shall have or designate a Compliance Officer with whom compliance issues shall be coordinated.
- 8.2 **Exclusion, Suspension, Debarment.** ISD represents and warrants that neither ISD nor any employees or agents who provide items or Services under this Agreement are excluded, suspended, or debarred from participation in any federal or state health care program or federally funded contracts. University may conduct searches of ISD's name against various federal and state sanction and exclusion databases, including, but not limited to the HHS OIG List of Excluded Individuals/Entities (LEIE), the GSA Excluded Parties List System (EPLS) and the Texas HHSC Exclusion List. ISD agrees to immediately inform University as soon as it is aware that it or any of its employees, agents or contractors providing items or services under the Agreement are subject to the imposition of any such sanctions or exclusion. This Agreement shall be subject to immediate termination by University in the event ISD, or any of its employees, agents, or contractors, is listed on any federal or state sanction/exclusion list as being subject to sanctions or exclusion.

# Article 9 Medical Records and Billing

- 9.1 **Medical Records.** University shall maintain a complete medical record of all patients to whom health care is, or has been, provided in whole or in part, by any University physician or other University health care provider.
- 9.2 **Billing**. Except as set forth in Section 3.1, neither Party will bill a third party.

#### Article 10 Audit

10.1 Access to Documents. At any time during the term of this Agreement and for a period of four (4) years thereafter, the State of Texas, Texas Tech University System, University and/or other federal, state and local agencies which may have jurisdiction over this Agreement, at reasonable times and at its expense reserves the right to audit ISD's records and books that relate only to this Agreement. If needed for audit, original or independently certified copies of off-site records will be provided to auditors at auditors' expense within two (2) weeks of written request. This Section shall survive termination of this Agreement.

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## Article 11 Access to Books and Records

- The Parties agree that until the expiration of four years after the furnishing of services under this Agreement, the Parties will make available to the Secretary of the United States Department of Health and Human Services ("the Secretary") and the United States Comptroller General, and their duly authorized representatives, this contract and all books, documents, and records necessary to certify the nature and extent of the costs of those services.
- If a Party carries out the duties of this Agreement through a subcontract worth \$10,000 or more over a twelve month period with another individual or entity, the subcontract will also contain a clause requiring the individual or entity to make available, upon written request of the Secretary, the United States Comptroller General and its duly authorized representatives, the subcontract and books, documents, and records necessary to verify the nature and extent of the costs of the services provided under this Agreement. (42 USC 1395x(v)(1)(I) and 42 CFR 420.302.)

#### Article 12 General Provisions

- 12.1 **Independent Contractor**. ISD agrees that it is an independent contractor and that this Agreement does not form a joint venture or partnership. University will not be responsible for the Federal Insurance Contribution Act (FICA) payments, federal or state unemployment taxes, income tax withholding, Workers Compensation Insurance payments, or any other insurance payments, nor will University furnish any medical or retirement benefits or any paid vacation or sick leave. ISD is responsible for conduct of its business operation, including ISD's employee salaries, travel, etc.
- Notices. All notices, consents, approvals, demands, requests, or other communications provided for or permitted to be given under any of the provisions of the Agreement shall be in writing and sent via registered or certified mail, overnight courier, or email, and notice will be deemed given (i) if mailed, when deposited, postage prepaid, in United States mail, (ii) if sent by overnight courier, one (1) business day after delivery to the courier, and (iii) if sent by email, when received:

Ector County Independent School District Attention: Mrs. Reyes (Ali) Hernandez Title: Director, Health Services Address: 802 N. Sam Houston Address: Odessa, TX 79760

reyes.hernandez@ectorcountyisd.org

Texas Tech University Health Sciences Center ATTN: Contracting Office 3601 4th Street, STOP 6217 Lubbock, Texas 79430 contracting@ttuhsc.edu

Notice of a change in address of one of the Parties shall be given in writing to the other Party as provided above, but shall be effective only upon actual receipt.

- 12.3 **Amendment.** This Agreement and each of its provisions shall be binding upon the Parties and may not be waived, modified, amended, or altered except by in writing signed by the Parties.
- 12.4 **Assignment.** Neither Party may assign this Agreement, in whole or in part, without the prior written consent of the other Party.
- 12.5 **Human Trafficking Certification.** Pursuant to Texas Government Code § 2155.0061, ISD certifies that the individual or business entity named in this Agreement is not ineligible to receive the Agreement and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.
- 12.6 **Publicity and Marks.** ISD agrees that it will not use University's name or protected marks without University's prior written approval.
- 12.7 **Venue; Governing Law.** This Agreement is governed by and construed and enforced in accordance with the laws of the State of Texas. Pursuant to Section 109.005 of the Texas Education Code, the sole proper place of venue for any legal action or proceeding filed against University, or any officer, or employee of Officer is in the County in which University's Chief Executive Officer is located.
- 12.8 **Severability.** If one or more provisions of this Agreement, or the application of any provision to any party or circumstance, is held invalid, unenforceable, or illegal in any respect, the remainder of this Agreement and the application to other parties or circumstances will remain valid and in full force and effect.
- 12.9 **No Third-Party Beneficiaries.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their successors

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and permitted assigns. Nothing in this Agreement is intended, nor shall be deemed, to confer any benefits on any third party, including, without limitation, any students of ISD, nor shall such person or entity have any right to seek, enforce or recover any right or remedy with respect hereto.

- 12.10 **Warranty of Authority.** The person(s) executing this Agreement on behalf of the Parties, or representing themselves as executing this Agreement on behalf of a Party, warrant and guarantee that each has been duly authorized by the appropriate Party to execute this Agreement on behalf of the Party and to validly and legally bind the Party to all of its terms, performances, and provisions.
- 12.11 **Entire Agreement.** This Agreement contains the entire agreement of the Parties concerning the subject matter described herein and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter described herein. This Agreement supersedes any prior written or oral agreements between the Parties concerning the subject matter described herein.
- 12.12 **E-Signatures.** This Agreement may be executed in two or more counterparts, each of which are deemed to be an original as against any Party whose signature appears thereon, but all of which together shall constitute but one and the same instrument. Signatures to this Agreement transmitted by facsimile, by electronic mail in "portable document format" (".pdf"), or by any other electronic means which preserves the original graphic and pictorial appearance of the Agreement, have the same effect as physical delivery of the paper document bearing the original signature.

Texas Tech University Health Sciences Center:	Ector County Independent School District:
Penny Harkey (Aug 9, 2024 08:30 CDT)	
Penny Harkey (Aug 9, 2024 08:30 CDT)	
Signature	Signature
Penny Harkey	
Name	Name
Executive Vice President	
Title	Title
08/09/2024	
Date	Date

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#### Exhibit A

### Campuses

- Odessa High School
   1301 Dotsy
   Odessa, TX 79763
   (432) 456-0029
- Wilson & Young Medal of Honor Middle School 601 E 38<sup>th</sup> St. Odessa, TX 79762 (432) 456-0459
- 3. Cavazos Elementary 9301 W. 16<sup>th</sup> St. Odessa, TX 79763 (432) 456-1309

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### Exhibit B

## Equipment

## 1. <u>Destination: Odessa High School</u>

## **Medwand Equipment**

Asset Description	Serial Number	Asset Tag #
Android OS Tablet	351799520660848	H114915
Medwand Device - Basic Kit	00001794	N/A
MedWand Medical Bag PN - 445-0008	N/A	N/A
USB-A to USB-C cable	N/A	N/A
Samsung Wall/USB charger	R37X37J0FC7DKA	N/A
Earbuds - 3.5MM Jack PN - 445-00013	N/A	N/A
FORA P20 Blood Pressure Monitoring System	3132220280002080	N/A
FORA TN'G Scale 550 Weight Scale	2555423170006822	N/A
FORA Premium V10 BLE Blood Glucose Monitoring System	4124221220006680	N/A
SPIROLINK Spirometer Model: B1	B121120044	N/A



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## **AMD Equipment**

Asset Description	Serial Number	Asset Tag #
AMD-1710-Clinical Assist Cart II A	828024-4922	H114837
Multi-Scope Platform Sys AMD-2600 (Horus Scope) Item: 39-7420	000123280045	H114842
Lenovo ThinkCentre M70Q Gen 3 Computer	MJ0LHG37	H114846
LG Monitor Model: 24MB35V - W	On monitor: 303NTLE4V296 On container: 302NTJJ13012	N/A
JEDMED Ophthalmoscope Lens F/Horus Scope Item: 39-7428	100124030014	N/A
JEDMED Otoscope Lens w/ Insufflator F/Horus Items: 39-7422-1 & 39-7515	200323120082	N/A
JEDMED General Lens F/Horus Scope Item: 39-7426	400223150069	N/A
JEDMED Surface Lens F/Horus Scope Item:39-7424	300123280024	N/A
AMD-9992-HD Color Video Camera	1U31031716	N/A
AMD All-in-One Health Monitor Model: PC-303 REF: PC303HU	XCA00TI01569	N/A
Riester ri-sonic PCP-USB Stethoscope	0123104457	N/A
MIR MiniSpir Spirometer (w/2 sample disposable turbines)	A23-C.20551	N/A
MIR FlowMIR Disposable Turbine with Cardboard mouthpiece REF-910004 (box of 60)	N/A	N/A
Riester Disposable Ear Specula, 1000 pcs. No. 10774-534	N/A	N/A
Koss R/80 Headphones	N/A	N/A
Howard Medical IMouseW4UW PN: 07MOU11-001P-00	M2204002236	N/A
Jabra Speaker w/ carrying case Model: PHS002W		
PN: 7510-209 Ver: F W08N	00285304392	N/A
Howard Medical Keyboard	N/A	N/A

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### 2. <u>Destination: Wilson & Young Medal of Honor Middle School</u>

### **Medwand Equipment**

Asset Description	Serial Number	Asset Tag #
Android OS Tablet	351799520664352	H114916
Medwand Device - Basic Kit	00001972	N/A
MedWand Medical Bag PN - 445-0008	N/A	N/A
USB-A to USB-C cable	N/A	N/A
Samsung Wall/USB charger	R37X37F0747DKA	N/A
Earbuds - 3.5MM Jack PN - 445-00013	N/A	N/A
FORA P20 Blood Pressure Monitoring System	3132220280002373	N/A
FORA TN'G Scale 550 Weight Scale	2555423170006811	N/A
FORA Premium V10 BLE Blood Glucose Monitoring System	4124221220006666	N/A
SPIROLINK Spirometer Model: B1	B121127303	N/A

## **AMD Equipment**

Asset Description	Serial Number	Asset Tag #
AMD-1710-Clinical Assist Cart II A	819532-3422	H114838
Multi-Scope Platform Sys AMD-2600 (Horus Scope) Item: 39-7420	000123280010	H114843
Lenovo ThinkCentre M70Q Gen 3 Computer	MJ0LHG3B	H114847
LG Monitor Model: 24MB35V - W	On monitor: 302NTXR13442 On container: 009NTFA1S755	N/A
JEDMED Ophthalmoscope Lens F/Horus Scope Item: 39-7428	100124030016	N/A
JEDMED Otoscope Lens w/ Insufflator F/Horus Items: 39-7422-1 & 39-7515	200323120040	N/A
JEDMED General Lens F/Horus Scope Item: 39-7426	400223150070	N/A
JEDMED Surface Lens F/Horus Scope Item:39-7424	300123280019	N/A
AMD-9992-HD Color Video Camera	10U35YM22120228	N/A
AMD All-in-One Health Monitor Model: PC-303		
REF: PC303HU	XCA00TI01539	N/A
Riester ri-sonic PCP-USB Stethoscope	0123105124	N/A
MIR MiniSpir Spirometer (w/2 sample disposable turbines)	A23-C.20550	N/A
MIR FlowMIR Disposable Turbine with Cardboard mouthpiece REF-910004 (box of 60)	N/A	N/A
Riester Disposable Ear Specula, 1000 pcs. No. 10774-534	N/A	N/A
Koss R/80 Headphones	N/A	N/A
Howard Medical IMouseW4UW PN: 07MOU11-001P-00	M2110001686	N/A
Jabra Speaker w/ carrying case Model: PHS002W		
PN: 7510-209 Ver: F W26M	00276288437	N/A
Howard Medical Keyboard	N/A	N/A

### 3. <u>Destination: Cavazos Elementary</u>

## **Medwand Equipment**

Asset Description	Serial Number	Asset Tag #
Android OS Tablet	351799520668312	H114917
Medwand Device - Basic Kit	00001795	N/A
MedWand Medical Bag PN - 445-0008	N/A	N/A
USB-A to USB-C cable	N/A	N/A
Samsung Wall/USB charger	R37X2WB83V5SEA	N/A
Earbuds - 3.5MM Jack PN - 445-00013	N/A	N/A
FORA P20 Blood Pressure Monitoring System	3132220280002362	N/A
FORA TN'G Scale 550 Weight Scale	2555423170006833	N/A
FORA Premium V10 BLE Blood Glucose Monitoring System	4124221220006554	N/A
SPIROLINK Spirometer Model: B1	B121066304	N/A

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## **AMD Equipment**

Asset Description	Serial Number	Asset Tag #
AMD-1710-Clinical Assist Cart II A	767451-0721	H114836
Multi-Scope Platform Sys AMD-2600 (Horus Scope)	000123280019	H114841
Lenovo ThinkCentre M70Q Gen 3 Computer	MJ0LHG3G	H114845
LG Monitor Model: 24MB35V - W	On monitor: 009NTXR1S322 On container: 301NTYTC2402	N/A
JEDMED Ophthalmoscope Lens F/Horus Scope	100124030017	N/A
JEDMED Otoscope Lens w/ Insufflator F/Horus Items: 39-7422-1 & 39-7515	200323120081	N/A
JEDMED General Lens F/Horus Scope Item: 39-7426	400223150082	N/A
JEDMED Surface Lens F/Horus Scope Item:39-7424	300123280050	N/A
AMD-9992-HD Color Video Camera	10U35YM22102417	N/A
AMD All-in-One Health Monitor Model: PC-303 REF: PC303HU	XCA00TI01620	
Riester ri-sonic PCP-USB Stethoscope	0123070427	N/A
MIR MiniSpir Spirometer (w/ sample disposable turbine, cardboard mouthpiece, & nose clip)	A23-C.19130	N/A
MIR FlowMIR Disposable Turbine with Cardboard mouthpiece REF-910004 (box of 60)	N/A	N/A
Riester Disposable Ear Specula, 1000 pcs. No. 10774-534	N/A	N/A
Koss R/80 Headphones	N/A	N/A
Seal Shield Washable Mouse Model: STWM042	0620700176	N/A
Jabra Speaker w/ carrying case Model: PHS002W PN: 7510 200		
PN: 7510-209 Ver: F W08N	00285250738	N/A
Howard Medical Keyboard	N/A	N/A

#### Exhibit C

### **Specifications**

ISD will allocate a telemedicine consultation clinic room to be used for consultations on the telemedicine network which will meet the following requirements:

#### 1. Security.

ISD will ensure that Equipment is located in secure location.

#### 2. Limited access.

ISD will ensure that access to the Equipment is limited to trained personnel to ensure no damage to equipment occurs.

### 3. <u>Furniture.</u>

ISD will equip consultation room with exam table and/or chair for use during consultation.

#### 4. <u>Relocating the equipment.</u>

ISD will not move or relocate the Equipment except as may be authorized in writing in TTUHSC's sole discretion.

### 5. <u>Connectivity.</u>

ISD will provide and pay any charges associated with a DSL, Cable, or LAN connection direct to the internet with a Public Static IP address that can provide a minimum of 5 Mbps.