

**AGENDA REQUEST FORM
COMMISSIONER'S COURT
SOMERVELL COUNTY, TEXAS**

FOR AGENDA OF: 3-21-2011

DEPARTMENT: Auditor

DATE SUBMITTED: 3-16-11

REQUEST: Rescind bid award on 2/28/11 #3a for Hospital Sterilizers. Re-award to include trade in.

ASP ALTERNATIVES AGREEMENT

JHCS Individual Account Number: 61311

This ASP Alternatives agreement between Advanced Sterilization Products Division of Ethicon, Inc., a New Jersey corporation (the "Company"), and GLEN ROSE MEDICAL CENTER, a Texas Corporation (the "Customer") is effective as of January 18th, 2011 ("Effective Date") and will terminate on August 2, 2011 (the "End Date"). The Company will insert the Effective Date and End Date upon final execution of this agreement.

The Company, or its affiliate Johnson & Johnson Health Care Systems Inc., and MedAssets HSCA Inc., a Delaware Corporation (the "GPO"), are parties to an agreement (# MSO1356) dated January 1st, 2009 (the "GPO Agreement"), which specifies discounts to which members of the GPO are entitled on purchases the Company's products.

This agreement is supplemental to and subject to the terms and conditions of the GPO Agreement, other than as explicitly set forth below.

In addition to any reduction in price for the product set forth on Schedule A (the "Equipment") that may be available to the Customer under the GPO Agreement at the time of sale (each a "Discount") or by retrospective payment (each a "Rebate"), under this agreement the Customer may be eligible for an additional Discount (the "Additional Discount") if certain conditions are met. The parties intend that the Additional Discount will qualify for the "discount safe harbor" to the federal anti-kickback statute under 42 C.F.R. § 1001.952(h).

The parties therefore agree as follows:

1. Pricing and Performance. Subject to the terms and conditions of this agreement, the Customer is eligible for the Equipment pricing set forth on Schedule A based on the Customer's commitment to surrender to the Company one of the units set forth on Schedule B (the "Units") with respect to each piece of Equipment purchased at that price. The Customer must deliver a single irrevocable purchase order that covers all of the Equipment to be purchased under this agreement by August 2, 2011. All Equipment must be purchased directly from the Company or its affiliate. Insurance and freight will be prepaid by the Company or its affiliate and added to invoice. Delivery of the Equipment will be F.O.B. Origin, net 60 days.
2. Units. (a) The Customer will surrender one Unit for each piece of Equipment purchased under this agreement and no more than one Unit may be surrendered with respect to each piece of Equipment. The Customer must surrender each Unit to the Company no later than 60 days following the installation and validation of the piece of Equipment replacing that Unit. Following installation and validation of a piece of Equipment, the Customer will not use the replaced Unit. The Customer hereby sells, transfers and assigns to the Company, and the Company hereby accepts the sale, transfer and assignment of, the Customer's right, title and interest in each Unit as of the date that the possession of the Unit is transferred to the Company. If a Unit is not surrendered within the required timeframe, the Customer will be invoiced for the amount of the Additional Discount attributable to the Unit. At the Company's reasonable request, the Customer shall provide such information and take such actions as may be deemed reasonably necessary in order to more effectively transfer, convey and assign to the Company, and to confirm the Company's title to, the Units.

(b) The Customer must disconnect, decontaminate, and package each Unit for pick-up by the Company. A Unit may not be surrendered to the Company unless the Company has inspected the Units and has assigned a Return Goods Authorization number to the Unit. The Company will pack, load and remove the Units; provided that the Customer must arrange and cooperate with the Company, at no additional cost, in the removal of the Units from the Customer's premises. The removal of the Unit without separate charge may constitute a discount that, to the extent required by applicable law, the Customer will allocate and disclose pursuant to Section 3.

(c) The Customer represents and warrants that it has good and marketable title to the Units, free and clear of all liens, security interests and other encumbrances and that the Units will remain free and clear of all encumbrances until title and possession is transferred to the Company.

3. Pricing Disclosure. (a) The Customer acknowledges that, by law, it is required to disclose, in any cost reports or claims for reimbursement submitted to Medicare, Medicaid, or certain other health care programs, the cost (including, but not limited to, discounts, rebates or any other price reductions) of any Equipment purchased under this

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ITS CONTENTS MAY NOT BE DISCLOSED BY AN AUTHORIZED RECIPIENT WITHOUT THE COMPANY'S PRIOR WRITTEN CONSENT.**

agreement and, on request, provide to the U.S. Department of Health and Human Services and any state agencies, any invoices, coupons, statements, and other documentation reflecting such costs for Equipment. The Customer may receive subsequent documentation under some programs reflecting adjustments or allocations to the price reductions available hereunder.

(b) In preparing any documentation referred to in Section 3(a), the Customer may be required to evaluate as a discount, for cost-reporting purposes, the value of any item listed as \$0.00 on any invoice.

(c) The Customer should not include as a discount, for cost-reporting purposes, the value of any item that is designated as a sample, or that the Customer knows constitutes a sample, nor should it seek reimbursement for any such items.

(d) The Company recommends that the Customer retain a copy of this agreement and any other documentation provided by the Company regarding any price reductions under this agreement.

(e) The Customer may request additional information from the Company to meet its reporting or disclosure obligations by writing to the Company at: ASP, Attn: Marketing Controller, 33 Technology Drive, Irvine, CA 92618.

4. Confidentiality. The confidentiality provisions of the GPO Agreement shall apply with respect to this agreement.

5. Amendment. This agreement may only be amended by written agreement of the parties.

6. Assignment. The Customer may not assign, directly or indirectly, this agreement or any of its rights or obligations under this agreement, either voluntarily or involuntarily (whether by merger, acquisition, consolidation, dissolution, operation of law, change of control, or otherwise) without the prior written consent of the Company. Any purported assignment in violation of this section will be void.

7. Governing Law and Dispute Resolution. The governing law and dispute resolution provisions of the GPO Agreement shall apply to this agreement, including any jury trial and damage waivers.

8. Term and Termination. This agreement terminates on the End Date; provided that, if the GPO Agreement terminates or the Customer is no longer eligible to purchase the Equipment under the GPO Agreement prior to the End Date, this agreement will terminate on that date and any pending orders will be cancelled. Either party may terminate this agreement at any time by giving 30 days' advance notice to the other party. Terminating this agreement does not terminate the GPO Agreement.

9. Offer Expiration. Until fully executed, this agreement constitutes an offer that is valid until August 2, 2011. If there are any modifications to this agreement the Company reserves the right to withdraw or modify this offer in its sole discretion. This agreement will not be considered valid until all required signatures as indicated below have been affixed.

Each party is signing this agreement as of the date stated below its signature.

The Company:
ADVANCED STERILIZATION PRODUCTS DIVISION OF
ETHICON, INC.

The Customer:
GLEN ROSE MEDICAL CENTER

By: _____
Name:
Title:

By: _____
Name:
Title:

Dated: _____

Dated: _____

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Schedule A

PRODUCT PRICING						
Product Code	Quantity	Product Description	Effective Date List Price	GPO Contract Price	Additional Discount	Contract Price
10033	1	STERRAD® NX System	01/18/11 \$59,000.00	\$51,603.00	\$6,000.00	\$45,603.00
10104		STERRAD® 100NX System				
10101		STERRAD® 100S System				
50014	1	EVOTECH ECR	01/18/11 \$52,000.00	\$49,132.360	\$6,000.00	\$43,132.60

Schedule B

UNITS		
Product Description	Serial Number	Location
STERIS System 1	214222	
STERIS System 1	202575	
STERIS System 1		
STERIS System 1		
STERIS System 1		

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AGENDA REQUEST FORM
COMMISSIONER 'S COURT
SOMERVELL COUNTY, TEXAS

For Agenda of (Date): 4-11-11

Department: Judge's Office

Date Submitted: 3-15-11

Request:

Discuss / take action on
Revised Intermedix Contract

**AGENDA REQUEST FORM
COMMISSIONER'S COURT
SOMERVELL COUNTY, TEXAS**

FOR AGENDA OF: 3-21-2011

DEPARTMENT: Auditor

DATE SUBMITTED: 3-16-11

REQUEST: Discuss/Take Action on Sealed Bids for:

- 1. Inmate Phone System**
- 2. Inmate Prescriptions**
- 3. Golf Carts**

LINE ITEM TRANSFER(S) FORM
SOMERVELL COUNTY, TEXAS

Date: 3/16/11
To: **Somervell County Commissioners**
From Department: PERSONNEL

This is a request to transfer funds from one line item to another within the Department as listed below:

Amount of money to be moved: \$ \$ 305

From account (name): TRAVEL ALLOWANCE

Account No.: 424-206

To account (name): \$ 305.00 TO ~~424-400~~ DUES/SUBSCRIPTIONS

Account No.: 424-400

To account (name): \$ 81 TO ~~PHYSICAL~~

Account No.: ~~424-406~~

Explanation for transfer of funds: _____

PURCHASE "THE LEAVE + DISABILITY COORDINATION HANDBOOK"
~~COVER PENDING SHORTAGE FOR PHYSICAL~~


Signature of Department Head:

Note: This request must be submitted to the Judge's Office for placement on the appropriate Commissioners Court Agenda.

Request For Line Item Transfers

Date: 3/16/11

To: Somervell County Commissioners

This is a request to transfer funds from one line item to another within the department listed below.

Department: Adult Probation

Amount of Money To Be Moved: \$ 90

From (title and # of line item): Adult Probation
Unemployment Expense
418-412

To (title and # of line item): Adult
Probation Computer Supplies
418-312

Give Explanation For Transfer Funds: _____
cover printer carts

for Rodney Orr
Signature of Department Head

Note: This request must be submitted to the commissioners office for review by all commissioners prior to being placed on the agenda for action.

This request was received in the Judge's office on _____.

Request For Line Item Transfers

Date: 3/17/2011

To: Somervell County Commissioners

This is a request to transfer funds from one line item to another within the department listed below.

Department: W/C Maint

Amount of Money To Be Moved: \$ 1600

From (title and # of line item): W/C

Maint Chemicals/Fertilizers
441-339

To (title and # of line item): W/C Maint

Consulting 441-404

Give Explanation For Transfer Funds: _____

cover USWA
turf advisory

Jeff Hance DN
Signature of Department Head

Note: This request must be submitted to the commissioners office for review by all commissioners prior to being placed on the agenda for action.

This request was received in the Judge's office on _____.

Request For Line Item Transfers

Date: 3/17/11

To: Somervell County Commissioners

This is a request to transfer funds from one line item to another within the department listed below.

Department: Heritage Center

Amount of Money To Be Moved: \$ 950

From (title and # of line item): Heritage

Center Property Insurance 446-410
\$500 and Heritage Center Office Machine

To (title and # of line item): Copier Maint 446-452
\$450

Heritage Center Rep Pts/supplies

Give Explanation For Transfer Funds: 446-350

Signature of Department Head

For Betty Orr

Note: This request must be submitted to the commissioners office for review by all commissioners prior to being placed on the agenda for action.

This request was received in the Judge's office on _____.