

PHYSIO-CONTROL (CONTRACTOR)/CUSTOMER (CITY OF SANTA FE) ADDENDUMINDEMNIFICATION

The Contractor shall indemnify, hold harmless and defend the City from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever arising from Contractor's negligent acts or omissions in the performance of this Agreement as well as the performance of Contractor's employees, agents, representatives and subcontractors.

NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City, this Agreement shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

THIRD PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and the Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

NOTICES

Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

City of Santa Fe
Fire Department
P.O. Box 909
Santa Fe, NM 87504

Physio-Control, Inc.
11811 Willows Road NE
P.O. Box 97006
Redmond, WA 98073-9706

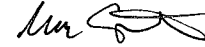
IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

CITY OF SANTA FE:


JAVIER M. GONZALES, MAYOR

DATE: 2/13/14

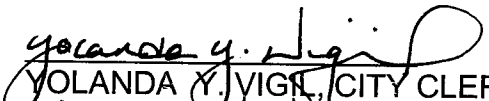
PHYSIO-CONTROL, INC.


Marcie Stetzel Service Contracts Supervisor
NAME & TITLE

DATE: Dec 9th 2017

CRS# 02-033771000
CITY OF SANTA FE BUSINESS
REGISTRATION# N/A

ATTEST:


YOLANDA Y. VIGIL, CITY CLERK
CC mtg: 1/31/18
APPROVED AS TO FORM:


KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:


ADAM K. JOHNSON, FINANCE DIRECTOR

12087.50310
Business Unit/Line Item

FINANCE DEPARTMENT-FINANCE COMMITTEE

Finance Packet Checklist

Physio Control, Inc

The following information should be included in all packets to ensure your item is not pulled.

Contracts/Agreements/Grants/BARS/Bids/RFP's Memo	YES	NO	N/A
Address memo to Finance Committee-Initialed by all Staff			
Provide explanation if and when Budget available	X		
Include Funding Source-Business Unit and Line Item	X		
Include approval term if requesting more than 1 yr	X		
Verify term in memo matches term of Contract	X		
Include Vendor awarded the contract			
Include Bid/RFP # in memo		X	
Submit Electronic /PDF packet to Finance		X	
Submit Originals to the City Clerk's office	X		
Contracts and Agreements	X		
Attach initialed Memo addressed to Finance Committee			
Need approval from legal-must be "Approved As To Form" by City Attorney			
Include CRS # in contract	X		
Include Business Registration # in contract	X		
Attach Summary of Contract and Agreement Form	X		
Attach Certificate of Insurance			
Attach Procurement Checklist	X		
Submit single sided copy of contract to Finance	X		
Submit Electronic /PDF packet to Finance	X		
Forward Originals to the City Clerk's office	X		
Bids/RFP's/Agreements/Grants			
Route all contracts, MOU's and agreements through Purchasing 1st for "Procurement Checklist"			
Forward to City Attorney for "Approved as to Form" Approval			
Forward complete contract to Budget Officer for review and approval			
Forward BARS-to Accounting for review and signature (Grants or Special Projects)			
Forward all other BARS directly to Budget Office for review and approval			
Contracts >\$50k forward to Finance Committee-all others forward to Finance Department			

CITY OF SANTA FE RFB PROCUREMENT CHECKLIST

Contractor Name: Physio Control Inc.

Procurement Title: Exempt Procurement

Solicitation RFB#: _____

Department Requesting/Staff Member Greg Cliburn

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees.

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Approved Procurement Checklist (by Purchasing)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Departments Recommendation of Award Memo addressed to Finance
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Bid Tab
<input type="checkbox"/>	<input checked="" type="checkbox"/>	BAR
<input type="checkbox"/>	<input checked="" type="checkbox"/>	FIR
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contract, Agreement or Amendment
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Current Business Registration and CRS numbers on contract or agreement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Summary of Contracts and Agreements form
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Certificate of Insurance
<input type="checkbox"/>	<input type="checkbox"/>	Other: _____

Medical Officer Greg Cliburn

Department Rep Printed Name and Title

Department Rep Signature attesting that all information included

Purchasing Officer attesting that all information is reviewed 01/05/18

REQUIRED DOCUMENTS FOR BID FILE*

YES	N/A	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Final Bid Document
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Final RFQ
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Copy of legal solicitation published in the newspaper, website, etc.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	All addendums
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Plan holders list
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Complete evaluation score sheets
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Copies of all RFQ submittals
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Copies of all bid submittals
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Bid Tab

<input type="checkbox"/>	<input checked="" type="checkbox"/>	Non-Responsive/Non-Responsibility Form and correspondence or letters from Department to vendor regarding disqualifications
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Oral presentations (sign-in sheets, presentation materials, etc.)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Documentation sent to Bidders/Offerors and responses received regarding clarifications, decisions, negotiations, and/or best and final offers, etc.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Reference Reviews/Reference Check Questionnaires
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Individual evaluations included for each RFP.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Pricing evaluation
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Final overall evaluation matrix or summary of evaluator scores
<input type="checkbox"/>	<input type="checkbox"/>	Other: _____

AWARD*

YES N/A

<input type="checkbox"/>	<input checked="" type="checkbox"/>	Fully executed Memo to Committees from the Department with recommendation of award
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Winning bid (this is a copy that has all confidential/proprietary information excluded)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Contract Award Notice
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Email or notification sent to all Bidders/Offerors that award was made
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Waiver or "No Action Taken" from Procurement Office
<input type="checkbox"/>	<input checked="" type="checkbox"/>	If IFB and not awarded to lowest responsive, responsible bidder; written explanation
<input type="checkbox"/>	<input type="checkbox"/>	Other: _____

DISCLOSURES*

YES N/A

<input type="checkbox"/>	<input checked="" type="checkbox"/>	Contractor Disclosures & Conflicts of Interest
		Disclosures & Conflicts of Interest Form(s) (winning bidder(s)/offeror(s))
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Contractor –Conflicts of Interest
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Purchasing Office Letter or e-mail to designated individual regarding potential conflict
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Conflict of Interest Form signed by all parties
		Letter from Procurement Office regarding the potential conflict
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Subcontractor Disclosures
		Disclosures & Conflicts of Interest form of Subcontractor(s)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Subcontractor –Conflicts of Interest
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Purchasing Officer Letter or email to designated individual regarding potential conflict
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Conflict of Interest form signed by all parties
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Letter from Legal Office regarding the potential conflict
<input type="checkbox"/>	<input type="checkbox"/>	Other: _____

CONTRACT*

YES N/A

<input checked="" type="checkbox"/>	<input type="checkbox"/>	Copy of Executed Contract
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Copy of all documentation presented to the Committees
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Finalized Council Committee Minutes
<input type="checkbox"/>	<input type="checkbox"/>	Other: _____

MISCELLANEOUS FILE*

YES N/A

<input type="checkbox"/>	<input checked="" type="checkbox"/>	Local Preference Form
<input type="checkbox"/>	<input checked="" type="checkbox"/>	New Mexico Residence Form
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Veterans Exemption

☐ ☐ Other: _____

Include all other substantive documents and records of communication that pertain to the procurement and any resulting contract.

PROTEST (If applicable)*

YES N/A

☐
☐
☐
☐

☒
☒
☒
☐

Documentation from protester filed with the Purchasing Office
Letter from Department to Purchasing Office Providing response to protest
Letter from Purchasing Officer to protester and Department on final outcome
Other: _____

Create a separate file folder which may contain any documents with trade secrets or other competitively sensitive, confidential or proprietary information.

YES N/A

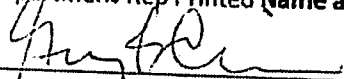
☐

☒

Original bid(s) with no redactions

Medical Officer Gret Cliburn

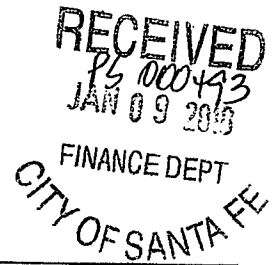
Department Rep Printed Name and Title



Department Rep Signature attesting that all Information Included



City of Santa Fe
Summary of Contracts, Agreements, & Amendments



Section to be completed by department for each contract or contract amendment

1 FOR: ORIGINAL CONTRACT ☒ or CONTRACT AMENDMENT ☐

2 Name of Contractor Physio-Control Inc.

3 Complete information requested

☒ Plus GRT

☐ Inclusive of GRT

Original Contract Amount: \$58,060.80

Termination Date: June 30, 2021

☐ Approved by Council Date: _____

☐ or by City Manager Date: _____

Contract is for: Maintenance agreement for service and repair of cardiac monitor-defibrillators for Fire Department

Amendment # _____ to the Original Contract# _____

Increase/(Decrease) Amount \$ _____

Extend Termination Date to: _____

☐ Approved by Council _____

☐ or by City Manager Date: _____

Amendment is for:

4 History of Contract & Amendments: (option: attach spreadsheet if multiple amendments) ☐ Plus GRT

☐ Inclusive of GRT

Amount \$ _____ of original Contract# _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: \$ _____



City of Santa Fe
Summary of Contracts, Agreements, & Amendments

5 Procurement Method of Original Contract: (complete one of the lines)

RFP# _____ Date: _____

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other Exempt per Purchasing Manual 18.1

6 Procurement History: First year of three-year contract
example: (First year of 4 year contract)

Thuley Rodriguez
Purchasing Officer Review

Comments or Exceptions: _____

7 Funding Source: _____ BU/Line Item: 12087.510310

AM
Budget Officer Approval

Comments or Exceptions: _____

8 Any out-of-the ordinary or unusual issues or concerns:

(Memo may be attached to explain detail.) _____

9 Staff Contact who completed this form: Greg Cliburn

Phone # ext. 3123

10 Certificate of Insurance attached. (if original Contract) ☒

Submit to City Attorney for review/signature

Forward to Finance Director for review/signature

Return to originating Department for Committee(s) review or forward to City Manager for review and approval (depending on dollar level).

To be recorded by City Clerk:

Contract # _____

Date of contract Executed (i.e., signed by all parties): _____

Note: If further information needs to be included, attach a separate memo.

Comments:



Physio-Control, Inc. | Lifesaving starts here.™

ADDRESS

11811 Willows Road NE
Redmond, WA 98052

PHONE

GENERAL
425.867.4000
TOLL-FREE
800.442.1142

www.physio-control.com

November 15, 2017

Dear Customer,

Physio-Control, Inc. is the sole-source provider in the Hospital (hospitals and hospital-owned facilities), Emergency Response Services and Emergency Response Training (paramedics, professional and volunteer fire) markets for the following products:

- New LIFEPAK® 15 monitor/defibrillators
- New LIFEPAK 20e defibrillator/monitors
- New LIFEPAK 1000 automated external defibrillators
- New LUCAS® Chest Compression Systems
- TrueCPR™ Coaching Devices

Physio-Control, Inc. is the sole-source provider in all markets for the following products & services:

- RELISM (Refurbished Equipment from the Lifesaving Innovators) devices
- LIFENET® System and related software
- Factory-authorized inspection and repair services which include repair parts, upgrades, inspections and repairs
- HealthEMS® Software
- HomeSolutions.NET® Software
- ACLS (non-clinical) LIFEPAK® defibrillator/monitors

Physio-Control is also the sole source distributor of the following products for EMS customers in the U.S. and Canadian markets:

- McGRATH® MAC EMS Video Laryngoscope
- McGRATH® MAC Disposable Laryngoscope Blades
- McGRATH® X Blade™

Physio-Control does not authorize any resellers to sell these products or services in the markets listed above. We will not fulfill orders placed by non-authorized businesses seeking to resell our products. If you have questions, please feel free to contact your local Physio-Control sales representative at 800.442.1142.

Best regards,

PHYSIO-CONTROL, INC.

Allan Criss
Vice-President, Americas Sales



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
01/05/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Aon Risk Services Central, Inc.
Grand Rapids MI Office
50 Louis Street NW
Suite 200
Grand Rapids MI 49503 USA

CONTACT
NAME:
PHONE
(A/C. No. Ext): (616) 456-5366 FAX
(A/C. No.): (616) 456-7451
E-MAIL
ADDRESS:

INSURED
Stryker Corporation & Subsidiaries
2825 Airview Boulevard
Kalamazoo MI 49002 USA

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Old Republic Insurance Company

24147

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER: 570069869831

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y		MWZY 309919	02/01/2017	02/01/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) Excluded PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> Phys-Dmg-Self Insc <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			MWTB 309916	02/01/2017	02/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	MWC 309915 00 AOS MWXS 309917 Excess wc - MI	02/01/2017 02/01/2017	02/01/2018 02/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Physio-Control, Inc. and its affiliated companies are named under the referenced policies.

City of Santa Fe is included as Additional Insured (CG 2026 04 13), where required by written contract, in accordance with the policy provisions of the general liability policy.

CERTIFICATE HOLDER

CANCELLATION

City of Santa Fe
PO Box 909
Santa Fe NM 87504 USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Central Inc.

Holder Identifier :

Certificate No : 570069869831



Physio Control, Inc.
11811 Willows Road NE
P.O. Box 97006
Redmond, WA 98073-9706 U.S.A
www.physio-control.com
tel (800) 442.1142
fax (800) 772.3340

Quote Number 00098581
Create Date 10/13/2017 8:35 AM
Quote Expiration Date 01/13/2018
Quote Consultant Trish Lundeen
(425) 867-4785
WECC74

Service Plan Quote

Account: 02227701	Service Plan Detail
SANTA FE CITY FD Attn: Greg Cliburn, Medical Officer 200 MURALES RD SANTA FE, NM 87501 (505) 955-3123 gcliburn@santafenm.gov	Type Renewal Service Plan Start Date 07/01/2018 Service Plan End Date 06/30/2021 Reference Plan Billing Frequency Annual Terms All quotes subject to credit approval and the following terms and conditions Net Terms NET 30 Promotion Coverage Details-Brochure www.physio-control.com/ServicePlans/
Notes	
Service plan customers receive 15% discount on Accessories and Disposables.	

Product	Start Date	End Date	Qty	Term List Price	Disc %	Annual Net Price Per Unit	Term Net Price Per Unit	Extended Term Net Price
LP15-OSCOMP-3-POS Renewal	07/01/2018	06/30/2021	2	5,184.00	15.00	1,468.80	4,406.40	8,812.80
LP15-OSCOMP-3	07/01/2018	06/30/2021	10	5,184.00	5.00	1,641.60	4,924.80	49,248.00

* Denotes Proration
Product Descriptions provided below signature line.

Subtotal	USD 58,060.80
Estimated Tax	USD 0.00
Estimated Shipping & Handling	USD 0.00

Grand Total	USD 58,060.80
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List Price Total	Pricing Summary Totals
	USD 62,208.00

Total Discount	USD -4,147.20
Estimated Tax + S&H	USD 0.00

Tax will be calculated at time of invoice and is based on the Ship To location where product will be shipped.

GRAND TOTAL FOR THIS QUOTE
USD 58,060.80

Quote Number
00098581

THIS IS NOT AN INVOICE

Page 1

Please Select One:

☐ **MY COMPANY USES A PO SYSTEM-please acknowledge the following:**

On all orders \$5,000 or greater before applicable freight taxes, a hard copy purchase order, referencing the quote number, is required. (If under \$5,000, a purchase order number is sufficient. Please provide purchase order # here _____)

☐ **MY COMPANY DOES NOT USE A PO SYSTEM-section below must be completed prior to order submission.**

BILLING ADDRESS

Address _____

City _____ State _____

Zip Code _____

A/P Email _____

Phone Number _____

SHIPPING ADDRESS

Address _____

City _____ State _____

Zip Code _____

A/P Email _____

Phone Number _____

Signature Required For Non-PO using:

Physio-Control Inc. Requires Written Verification Of This Order.

The Undersigned is Authorized To Place This Order in Accordance With The Terms and Prices Denoted Herein.

Please Check Applicable Tax Status:

☐ We are a Tax Exempt Entity
(Tax Exempt Certificate Must Be Provided)

☐ We are Taxable Entity
(Applicable Tax will be Applied at Time of Invoice)

AUTHORIZED SIGNATURE

NAME

TITLE

DATE

To add or modify account information fill out the form found on the hyperlink provided.

<http://www.physio-control.com/account>

Reference Number TL/02227701/147608

Product	Product Description
LP15-OSCOMP-3-POS Renewal	LIFEPAK 15 Service - 3 YEAR. On-site Comprehensive Coverage. Annual Payments. Includes: -Services performed at customer's location by a Physio-Control Technical Specialist -Parts and labor necessary to restore device to original specifications -Annual Preventive Maintenance and inspections including quality assurance documentation -Discounts on accessories, disposables, and upgrades -Updates to the latest software version -Preconfigured loaner device provided if needed -Battery Replacement Service
LP15-OSCOMP-3	LIFEPAK 15 Service - 3 YEAR. On-site Comprehensive Coverage for LIFEPAK® 15

Quote Number
00098581

THIS IS NOT AN INVOICE

Page 2

	<p>Includes:</p> <ul style="list-style-type: none"> -Services performed at customer's location by a Physio-Control Technical Specialist -Parts and labor necessary to restore device to original specifications -Annual Preventive Maintenance and inspections including quality assurance documentation -Discounts on accessories, disposables, and upgrades -Updates to the latest software version -Preconfigured loaner device provided if needed -Battery Replacement Service
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Service Plan Summary
List of covered equipment by location will be provided upon Customer's signature of this quote.

General Terms for all Products, Services and Subscriptions.

Physio-Control, Inc. ("Physio") accepts Buyer's order expressly conditioned on Buyer's assent to the terms set forth in this document. Buyer's order and acceptance of any portion of the goods, services or subscriptions shall confirm Buyer's acceptance of these terms. Unless specified otherwise herein, these terms constitute the complete agreement between the parties. Amendments to this document shall be in writing and no prior or subsequent acceptance by Seller of any purchase order, acknowledgment, or other document from Buyer specifying different and/or additional terms shall be effective unless signed by both parties.

Pricing. Prices do not include freight insurance, freight forwarding fees, taxes, duties, import or export permit fees, or any other similar charge of any kind applicable to the goods and services. Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services unless Physio receives a copy of a valid exemption certificate prior to delivery. Discounts may not be combined with other special terms, discounts, and/or promotions.

Payment. Payment for goods and services shall be subject to approval of credit by Physio. Unless otherwise specified by Physio in writing, the entire payment of an invoice is due thirty (30) days after the invoice date for deliveries in the USA, and sight draft or acceptable (confirmed) irrevocable letter of credit is required for sales outside the USA.

Minimum Order Quantity. Physio reserves the right to charge a service fee for any order less than \$200.00.

Patent Indemnity. Physio shall indemnify Buyer and hold it harmless from and against all demands, claims, damages, losses, and expenses, arising out of or resulting, from any action by a third party against Buyer that is based on any claim that the services infringe a United States patent, copyright, or trademark, or violate a trade secret or any other proprietary right of any person or entity. Physio's indemnification obligations hereunder will be subject to (i) receiving prompt written notice of the existence of any claim; (ii) being able to, at its option, control the defense and settlement of such claim (provided that, without obtaining the prior written consent of Buyer, Physio will enter into no settlement involving the admission of wrongdoing); and (iii) receiving full cooperation of Buyer in the defense of any claim.

Limitation of Interest. Through the purchase of Physio products, services, or subscriptions, Buyer does not acquire any interest in any tooling, drawings, design information, computer programming, patents or copyrighted or confidential information related to said products or services, and Buyer expressly agrees not to reverse engineer or decompile such products or related software and information.

Delays. Physio will not be liable for any loss or damage of any kind due to its failure to perform or delays in its performance resulting from an event beyond its reasonable control, including but not limited to, acts of God, labor disputes, the requirements of any governmental authority, war, civil unrest, terrorist acts, delays in manufacture, obtaining any required license or permit, and Physio inability to obtain goods from its usual sources.

Limited Warranty. Physio warrants its products and services in accordance with the terms of the limited warranties located at <http://www.physio-control.com/Documents/>. The remedies provided under such warranties shall be Buyer's sole and exclusive remedies. Physio makes no other warranties, express or implied, including, without limitation, **NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND IN NO EVENT SHALL PHYSIO BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES.**

Compliance with Confidentiality Laws. Both parties acknowledge their respective obligations to maintain the security and confidentiality of individually identifiable health information and agree to comply with applicable federal and state health information confidentiality laws.

Compliance with Law. The parties agree to comply with any and all laws, rules, regulations, licensing requirements or standards that are now or hereafter promulgated by any local, state, and federal governmental authority/agency or accrediting/administrative body that governs or applies to their respective duties and obligations hereunder.

Regulatory Requirement for Access to Information. In the event 42 USC § 1395x(v)(1)(I) is applicable, Physio shall make available to the Secretary of the United States Department of Health and Human Services, the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy

of these terms, such books, documents and records as are necessary to certify the nature and extent of the costs of the products and services provided by Physio.

No Debarment. Physio represents and warrants that it and its directors, officers, and employees (i) are not excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 USC § 1320a-7b(f); (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services; and (iii) are not under investigation which may result in Physio being excluded from participation in such programs.

Choice of Law. The rights and obligations of Physio and Buyer related to the purchase and sale of products and services described in this document shall be governed by the laws of the state where Buyer is located. All costs and expenses incurred by the prevailing party related to enforcement of its rights under this document, including reasonable attorney's fees, shall be reimbursed by the other party.

Additional Terms for Purchase and Sale of Service Plans.

In addition to the General Terms above, the following terms apply to all Physio Service Plans.

Service Plans. Physio shall provide services according to the applicable Service Plan purchased by Buyer and described at <http://www.physio-control.com/ServicePrograms.aspx> for the length of the subscription purchased and for the devices specified as covered by the Service Plan ("Covered Equipment").

Pricing. If the number or configuration of Covered Equipment changes during the Service Plan subscription, pricing shall be pro-rated accordingly. For Preventative Maintenance, Inspection Only, Comprehensive, and Repair & Inspect Service Plans, Buyer is responsible to pay for preventative maintenance and inspections that have been performed since the last anniversary of the subscription start date and such services shall not be pro-rated.

Device Inspection Before Acceptance. All devices that are not covered under Physio's Limited Warranty or a current Service Plan must be inspected and repaired (if necessary) to meet specifications at then-current list prices prior to being covered under a Service Plan.

Unavailability of Covered Equipment. If Covered Equipment is not made available at a scheduled service visit, Buyer is responsible to reschedule with the Physio Service Technician, or ship-in the Equipment to a Physio service depot. Physio reserves the right to charge Buyer a surcharge for a return visit. Surcharges will be based on then-current Physio list price of desired services, less 10% for labor and 15% for parts, plus applicable travel costs. The return visit surcharge will be in addition to the subscription price of the Service Plan. To avoid the surcharge, Buyer may ship devices to a Physio service depot. Buyer shall be responsible for round-trip freight for ship-in service.

Unscheduled or Uncovered Services. If Buyer requests services to be performed on Covered Equipment which are not covered by a Service Plan, or are outside of designated Services frequency or hours, Physio-Control will charge Buyer for such services at 10% off Physio-Control's standard rates (including overtime, if appropriate) and applicable travel charges. Repair parts required for such repairs will be made available at 15% off the then-current list price.

Loaners. If Covered Equipment must be removed from service to complete repairs, Physio will provide Buyer with a loaner device, if one is available. Buyer assumes complete responsibility for the loaner and shall return the loaner to Physio in the same condition as received, normal wear and tear exempted, upon the earlier of the return of the removed Covered Equipment or Physio's request.

Cancellation. Buyer may cancel a Service Plan upon sixty (60) days' written notice to Physio. In the event of such cancellation, Buyer shall be responsible for the portion of the designated price which corresponds to the portion of the Service Plan subscription prior to the effective date of termination and the list-price cost of any preventative maintenance, inspections, or repairs rendered after the last anniversary date of the subscription start date.

No Solicitation. During the Service Plan subscription and for one (1) year following its expiration Buyer agrees to not to actively and intentionally solicit anyone who is employed by Physio to provide services such as those described in the Service Plan.