

**ADDENDUM TO PHYSIO-CONTROL'S QUOTE 00044058**

**THIS ADDENDUM** to Physio-Control's Quote 000440584 is entered into on this 6<sup>th</sup> day of July, 2016, by and between **Santa Fe County** (hereinafter referred to as the "County"), a political subdivision of the State of New Mexico, and **Physio-Control**, whose principal address is 11811 Willow Road NE, P.O. Box 97006, Redmond, Washington 98073-9706.

**WHEREAS**, Physio-Control has offered the County a price quote for 30 days from July 1, 2016 to July 31, 2016 (the Quote); and

**WHEREAS**, the County will issue a Purchase Order (PO) to Physio-Control for the goods and services provided during this 30-day term. Physio-Control's Quote contains **General Terms for all Products, Services and Subscriptions** and **Additional Terms and Conditions for Purchase and Sale of Service Plans**, some of which cannot be accepted by the County because they are contrary to or in conflict with the terms and conditions of the County's PO for goods and services and some of the Additional Terms are inapplicable to a Service Plan of 30 days.

**WHEREAS**, the parties agree that the Quote shall be revised as follows:


1. The first paragraph of **General Terms for all Products, Services and Subscriptions** is deleted in its entirety and replaced with:

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

2. In the provision **Choice of Law**, the sentence: "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", is deleted in its entirety.


**IN WITNESS WHEREOF**, the parties have duly executed this Addendum to the Physio-Control Quote as of the last date of signature below.

Santa Fe County

  
Katherine Miller  
County Manager

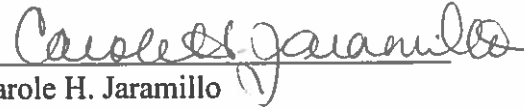
Date 7.6.16

Approved as to form:

  
Gregory S. Shaffer  
Santa Fe County Attorney

Date 6/29/16

Finance Department:

  
Carole H. Jaramillo  
Finance Director

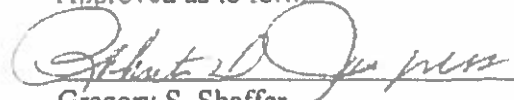
Date 6/30/16

**SELLER – PHYSIO-CONTROL, INC.**

\_\_\_\_\_  
(signature and title)


Date \_\_\_\_\_

Approved as to form:

  
Gregory S. Shaffer  
Santa Fe County Attorney


Date 6/25/16

Finance Department:

  
Carole H. Jaramillo  
Finance Director

Date 6/30/16

**SELLER: PHYSIO-CONTROL, INC.**

  
(signature and title)  
Contract Analyst

Date 07/06/2016



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 800.732.0956

To

SANTA FE CTY FD  
35 CAMINO JUSTICIA  
SANTA FE, NM 87508

Quote Number 00044058  
Revision # 1 month  
Created Date 6/27/2016  
Sales Consultant Trish Lundeen  
(425) 867-4785  
FOB Redmond, WA  
Terms All quotes subject to credit approval and the  
following terms and conditions  
NET Terms NET 30

Coverage Period: 7.1.2016-7.31.2016  
1 month payable when invoice

Fax: 800-772-3340  
Territory Code: WECC74

15% DISCOUNT ON ALL ELECTRODES  
15% DISCOUNT ON ACCESSORIES

PO REQUIRED OVER \$5K YEAR  
#

Expiration Date 9/22/2016

Product	Product Description	Quantity	List Price	Unit Discount	Unit Sales Price	Total Price
50999-000117	Zone1: (1 to 25Mi) or (1 to 40Km)	1.00	0.00	0.00	0.00	0.00
LP12-OSCOMP-1	LIFEPAK 12 Service - 1 YEAR. On-site Comprehensive Coverage.	12.00	1,311.00	-1,221.00	90.00	1,080.00
LP15-OSCOMP-1	LIFEPAK 15 Service - 1 YEAR. On-site Comprehensive Coverage.	3.00	1,680.00	-1,593.92	86.08	258.24

Subtotal USD 1,338.24

Estimated Tax USD 0.00

Estimated Shipping & Handling USD 0.00

Grand Total USD 1,338.24

Pricing Summary Totals

List Price Total USD 20,772.00

Total Contract Discounts Amount USD 0.00

Quote Number: 00044058

Total Discount	USD -19,433.76
Trade In Discounts	USD 0.00
Tax + S&H	USD 0.00

GRAND TOTAL FOR THIS QUOTE  
USD 1,338.24

PHYSIO-CONTROL, INC. REQUIRES WRITTEN VERIFICATION OF THIS ORDER. A PURCHASE ORDER IS REQUIRED ON ALL ORDERS \$5,000 OR GREATER BEFORE APPLICABLE FREIGHT AND TAXES. THE UNDERSIGNED IS AUTHORIZED TO ACCEPT THIS ORDER IN ACCORDANCE WITH THE TERMS AND PRICES DENOTED HEREIN.

CUSTOMER APPROVAL (AUTHORIZED SIGNATURE)

Tony Florer

NAME

DEPUTY COUNTY MANAGER

TITLE

7.6.16

DATE

Approved as to form  
Santa Fe County Attorney

By: [Signature]

Date: 7/26/16

Reference Number AC/10180704/103409

**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 § 1395aiv(a)(1)(H) 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 attorneys' 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.