

**AMENDMENT NO. 1
TO PHYSIO CONTROL, INC.
TO TECHNICAL SERVICES SUPPORT AGREEMENT & ADDENDUM**

THIS AMENDMENT to Technical Service Support Agreement and Addendum ("Agreement") is entered into on this 24th day of February, 2015, by and between **SANTA FE COUNTY** (hereinafter referred to as "County"), a New Mexico political subdivision, and **PHYSIO CONTROL, INC.** located at 11811 Willows Road NE, Redmond, WA, 98703 (hereinafter referred to as "Contractor").

WHEREAS, on July 9, 2013, through a sole source procurement, the County entered into a price agreement with Physio Control, Inc. wherein they would provide Physio Control cardiac monitors and equipment to the County Fire Department; and

WHEREAS, the purchase of the equipment included a Technical Service Support Agreement with a listing of all equipment (Schedule A) to be covered by the agreement for maintenance, repairs and battery replacement; and

WHEREAS, the County wishes to delete the original Schedule A and replace it with the new Schedule A that lists additional LifePaks and corresponding pricing; and

WHEREAS, both parties desire to enter into Amendment No. 1 to include the new Schedule A and pricing.

NOW THEREFORE, both parties agree as follows:

1. Agreement No. 2013-0369-FD/PL is amended by deleting Schedule A in its entirety and replacing with the new Schedule A attached that includes the price adjustment for the additional LifPaks.
2. All other provisions of Agreement No. 2013-0369-FD/PL not specifically amended or modified by this Amendment No. 1 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement No. 2013-0369-FD/PL as of the date first written above.

SANTA FE COUNTY


Katherine Miller
Santa Fe County Manager

2-23-15
Date

Amendment No. 1 to Physio Control Technical Service Agreement
& Addendum /County Contract No. 2013-0369-FD/PL

Approved as to Form


Gregory S. Shaffer
Santa Fe County Attorney

2/16/15
Date

Finance Department


Teresa Martinez,
Santa Fe County Finance Director

2/22/15
Date

PHYSIO-CONTROL, INC.


(Signature)

02/24/2015
Date

ALEXANDRA CAVALITTO
(Print Name)

CONTRACT ANALYST
(Title)

TECHNICAL SERVICE SUPPORT AGREEMENT ADDENDUM

Contract Number: PB16L944

End User # 10180704
SANTA FE CTY FD
DEPT
35 CAMINO JUSTICIA
SANTA FE, NM 87508

Bill To # 10180704
SANTA FE CTY FD
DEPT
35 CAMINO JUSTICIA
SANTA FE, NM 87508

This Technical Service Support Agreement begins on 7/1/2013 and expires on 6/30/2016.

The designated Covered Equipment and/or Software is listed on Schedule A. This Technical Service Agreement is subject to the Terms and Conditions on the reverse side of this document and any Schedule B, if attached. If any Data Management Support and Upgrade Service is included on Schedule A then this Technical Service Support Agreement is also subject to Physio-Control's Data Management Support and Upgrade Service Terms and Conditions, rev 7/99-1.

Price of coverage specified on Schedule A is \$116,150.00 per term, payable in Annual installments.

This price represents an adjustment of \$1,418.00 based on this contract's previous price of \$114,732.00

Special Terms

15% DISCOUNT ON ACCESSORIES
15% DISCOUNT ON ALL ELECTRODES

Accepted: Physio-Control, Inc.

By: *[Signature]*

Title: CONTRACT ANALYST

Date: 02/24/2015

Customer: Santa Fe County

By: *[Signature]*

Print: Kenneth Miller

Title: County Manager

Date: 2-23-2015

Purchase Order Number: 141477

Territory Rep: WECC74

John Kilby

Phone:

FAX: 800-772-3340

Customer Contact:

MIKE MESTAS

Phone: 505-992-3075

FAX: mmestas@sfcfire.net

Reference Number: PH-0076

Printed: 10/17/2014

Addendum

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PHYSIO-CONTROL, INC.
TECHNICAL SERVICE SUPPORT AGREEMENT
SCHEDULE A

Contract Number: PB16L944

Servicing Rep: John Kilby, WECC74

District: SOUTHWEST

Phone:

FAX: 800-772-3340

Equipment Location: SANTA FE CTY FD, 10180704
 DEPT
 35 CAMINO JUSTICIA
 SANTA FE, NM 87508

Scope Of Service AED 1 On Site Inspection per Year with 1 Lithium Battery

Model	Part Number	Serial Number	Ref. Line	Effective Date	Expiration Date	Total Inspections
LIFEPAK® 500	3005400-000	7925945	9	7/1/2013	6/30/2016	3
LIFEPAK® 500	3011790-001129	32104073	10	7/1/2013	6/30/2016	3
LIFEPAK® 500	3011790-001129	32817241	11	7/1/2013	6/30/2016	3
LIFEPAK® 500	3011790-001129	32851360	12	7/1/2013	6/30/2016	3
LIFEPAK® 500	3011790-001129	31229353	13	7/1/2013	6/30/2016	3
LIFEPAK® 500	3011790-001129	31229350	14	7/1/2013	6/30/2016	3
LIFEPAK® 500	3011790-001129	31229345	15	7/1/2013	6/30/2016	3
LIFEPAK® 500	3011790-001129	30910740	16	7/1/2013	6/30/2016	3
LIFEPAK® 500	3011790-001129	30910663	17	7/1/2013	6/30/2016	3
LIFEPAK® 500	3011790-001129	30910662	18	7/1/2013	6/30/2016	3
LIFEPAK® 500	3011790-001129	30888930	19	7/1/2013	6/30/2016	3
LIFEPAK® 500	3011790-000114	13567242	20	7/1/2013	6/30/2016	3
LIFEPAK® 500	3011790-000113	14004996	21	7/1/2013	6/30/2016	3
LIFEPAK® 500	3011790-000113	14247806	22	7/1/2013	6/30/2016	3
LIFEPAK® 500	3011790-001502	34205702	24	7/1/2013	6/30/2016	3
LIFEPAK® 500	3011790-001500	34359545	25	7/1/2013	6/30/2016	3
LIFEPAK® 500	3011790-001129	31623248	26	7/1/2013	6/30/2016	3

Scope Of Service On Site Inspection Only - 1 Inspection per Year:M-F/8-5

Model	Part Number	Serial Number	Ref. Line	Effective Date	Expiration Date	Total Inspections
LIFEPAK®1000	320371500023	35267534	27	7/1/2013	6/30/2016	3
LIFEPAK®1000	320371500023	36066539	28	7/1/2013	6/30/2016	3
LIFEPAK®1000	320371500023	36432933	29	7/1/2013	6/30/2016	3
LIFEPAK®1000	320371500023	36458148	30	7/1/2013	6/30/2016	3
LIFEPAK®1000	320371500023	36694426	31	7/1/2013	6/30/2016	3
LIFEPAK®1000	320371500023	36955514	32	7/1/2013	6/30/2016	3
LIFEPAK®1000	320371500023	37549495	33	7/1/2013	6/30/2016	3
LIFEPAK®1000	320371500229	38518424	34	7/1/2013	6/30/2016	3

Reference Number: PH-0076

Printed: 10/17/2014

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LIFEPAK®1000	320371500229	38492099	35	7/1/2013	6/30/2016	3
LIFEPAK®1000	320371500229	38492100	36	7/1/2013	6/30/2016	3
LIFEPAK®1000	320371500229	38475947	37	7/1/2013	6/30/2016	3
LIFEPAK®1000	320371500229	38159474	38	7/1/2013	6/30/2016	3
LIFEPAK®1000	320371500229	38600423	39	7/1/2013	6/30/2016	3
LIFEPAK®1000	320371500229	38600424	40	7/1/2013	6/30/2016	3
LIFEPAK®1000	320371500229	38600425	41	7/1/2013	6/30/2016	3
LIFEPAK®1000	320371500229	38461735	42	7/1/2013	6/30/2016	3
LIFEPAK®1000	320371500245	38563584	43	7/1/2013	6/30/2016	3
LIFEPAK®1000	320371500229	38563583	44	7/1/2013	6/30/2016	3
LIFEPAK®1000	320371500229	38219418	45	7/1/2013	6/30/2016	3
LIFEPAK®1000	320371500023	37135274	46	7/1/2013	6/30/2016	3
LIFEPAK®1000	320371500093	37951651	47	7/1/2013	6/30/2016	3
LIFEPAK®1000	320371500229	39483745	48	7/1/2013	6/30/2016	3
LIFEPAK®1000	320371500229	39950303	58	7/1/2013	6/30/2016	3
LIFEPAK®1000	320371500229	40658215	59	7/1/2013	6/30/2016	3
LIFEPAK®1000	320371500229	40101822	60	7/1/2013	6/30/2016	3
LIFEPAK®1000	320371500229	40415623	61	7/1/2013	6/30/2016	3
LIFEPAK®1000	320371500245	38990614	62	7/1/2013	6/30/2016	3
LIFEPAK®1000	320371500245	38990615	63	7/1/2013	6/30/2016	3
LIFEPAK®1000	320371500245	38990616	64	7/1/2013	6/30/2016	3
LIFEPAK®1000	320371500245	38990617	65	7/1/2013	6/30/2016	3
LIFEPAK®1000	320371500245	39342624	66	7/1/2013	6/30/2016	3
LIFEPAK®1000	320371500245	39342625	67	7/1/2013	6/30/2016	3
LIFEPAK®1000	320371500245	40612476	68	7/1/2013	6/30/2016	3
LIFEPAK®1000	320371500229	41012203	69**	7/1/2014	6/30/2016	2

Scope Of Service On Site Preventative Maintenance

Model	Part Number	Serial Number	Ref. Line	Effective Date	Expiration Date	Total Inspections
LIFEPAK® CR PLUS	3200731-009	40394744	70**	7/1/2014	6/30/2016	2

Scope Of Service On Site Repair and 1 On Site Inspection per Year:M-F/8-5

Model	Part Number	Serial Number	Ref. Line	Effective Date	Expiration Date	Total Inspections
LIFEPAK® 12	VLP12-02-002940	14264234	52	7/1/2013	6/30/2016	3
LIFEPAK® 12	VLP12-02-000023	8507976	53	7/1/2013	6/30/2016	3
LIFEPAK® 12	VLP12-02-002379	13580701	54	7/1/2013	6/30/2016	3
LIFEPAK® 12	VLP12-02-007217	36213541	23	7/1/2013	6/30/2016	3
LIFEPAK® 12	VLP12-02-000023	8507977	1	7/1/2013	6/30/2016	3
LIFEPAK® 12	VLP12-02-000023	8507975	2	7/1/2013	6/30/2016	3
LIFEPAK® 12	VLP12-02-001516	13156701	3	7/1/2013	6/30/2016	3
LIFEPAK® 12	UVLP12029007	12559533	4	7/1/2013	6/30/2016	3
LIFEPAK® 12	VLP12-02-000291	11733258	5	7/1/2013	6/30/2016	3
LIFEPAK® 12	VLP12-02-001516	13156700	6	7/1/2013	6/30/2016	3
LIFEPAK® 12	VLP12-02-000023	8508035	7	7/1/2013	6/30/2016	3

LIFEPAK® 12	VLP12-02-000023	8507979	8	7/1/2013	6/30/2016	3
LIFEPAK® 15	V15-2-001603	40894445	55	7/1/2013	6/30/2016	3
LIFEPAK® 15	V15-2-000051	40511019	56	7/1/2013	6/30/2016	3
LIFEPAK® 15	V15-2-000051	40510031	57	7/1/2013	6/30/2016	3

Scope Of Service POS LP15 On Site Repair and 1 Insp per Year:M-F/8-5

Model	Part Number	Serial Number	Ref. Line	Effective Date	Expiration Date	Total Inspections
LIFEPAK® 15	V15-2-000051	39985606	49	7/1/2013	6/30/2016	3
LIFEPAK® 15	V15-2-000051	39468707	50	7/1/2013	6/30/2016	3
LIFEPAK® 15	V15-2-000051	39985608	51	7/1/2013	6/30/2016	3

** Denotes an inventory line that has changed since the last contract revision or addendum.

MEDTRONIC EMERGENCY RESPONSE SYSTEMS, INC.
TECHNICAL SERVICE SUPPORT AGREEMENT
SCHEDULE A

Contract Number: PB16L944

Additional Items

Service Type	Item	Quantity	Start Date	End Date
CASE CHANGE	LP12/15/20 CASE CHG 1-9	6	7/1/2013	6/30/2016

** Denotes an additional item line that has changed since the last contract revision or addendum.

PHYSIO-CONTROL, INC.
TECHNICAL SERVICE SUPPORT AGREEMENT
SCHEDULE B

LIFEPAK® 12 Defibrillator/Monitor Repair Service includes:

- Standard detachable hard paddle repairs.
- Power Adapter repair/replacement.
- Replacement of failed internal coin cell batteries.
- Preventative replacement of internal coin cell batteries up to the number of coin cell batteries listed in the Additional Items section of Schedule A according to Physio-Control service specifications.
- Battery Coverage
- Replacement of four (4) Physio-Control FASTPAK®, FASTPAK 2, LIFEPAK SLA, LIFEPAK NiCd Battery every two years, or upon battery failure;

OR

- Replacement of three (3) LIFEPAK Li-ion Batteries every two years, or upon battery failure.

LIFEPAK® 15 Monitor/Defibrillator Services

LIFEPAK® 15 Monitor/Defibrillator Comprehensive Service

- Inspections at intervals set forth on Schedule A
- Parts and labor necessary to restore device to original specifications, subject to Exclusions
- Standard detachable hard paddles repair or replacement
- REDI-CHARGE® battery charger (Catalog# 11141-000115) repair or replacement of one for each LIFEPAK 15 Monitor/Defibrillator listed in Schedule A and as determined necessary by Physio-Control
- Power Adapter repair or replacement
- Battery Replacement Service
- o Replacement of three (3) LIFEPAK Lithium-ion batteries every two (2) years, or upon battery failure
- Updates installed at no additional cost, provided such Updates are installed at the time of regularly scheduled Services. If parts must be replaced to accommodate installation of new software, such parts may be purchased at a rate of 30% off the then-current list price.

LIFEPAK® 15 Monitor/Defibrillator Repair Plus Service

- Parts and labor necessary to restore device to original specifications, subject to Exclusions
- Standard detachable hard paddles repair or replacement
- REDI-CHARGE® battery charger (Catalog# 11141-000115) repair or replacement of one for each LIFEPAK 15 Monitor/Defibrillator listed in Schedule A and as determined necessary by Physio-Control
- Power Adapter repair or replacement
- Battery Replacement Service
- o Replacement of three (3) LIFEPAK Lithium-ion batteries every two (2) years, or upon battery failure
- Updates installed at 20% off the then-current list price provided such Updates are installed at the time of regularly scheduled Services. If parts must be replaced to accommodate installation of new software, such parts may be purchased at a rate of 30% off the then-current list price.

LIFEPAK® 15 Monitor/Defibrillator Preventative Maintenance Service

- Inspections at intervals set forth on Schedule A
- Updates installed at 20% off the then-current list price provided such Updates are installed at the time of regularly scheduled Services. If parts must be replaced to accommodate installation of new software, such parts may be purchased at a rate of 30% off the then-current list price.

PHYSIO-CONTROL, INC.
TECHNICAL SERVICE SUPPORT AGREEMENT
SCHEDULE B

LIFEPAK® 500 AED Inspection-Only with Battery Replacement Service includes:

- Periodic inspections as set forth on Schedule A.
- Updates installed at no additional cost provided such Updates are installed at the time of regularly scheduled service. If parts must be replaced to accommodate installation of new software, such parts may be purchased at a rate of 50% less than the then-current list price. Updates installed at a time other than regularly scheduled service will be billed on a separate invoice at the then-current list price less 20%.

- Battery Coverage

- o Replacement of up to two (2) LIFEPAK 500 SLA Battery Paks every two (2) years, or upon battery failure;

OR

- o Replacement of up to one (1) LIFEPAK 500 Li-ion Battery Pak every five (5) years for each LIFEPAK 500 AED listed on Schedule A, or upon battery failure.

PHYSIO-CONTROL, INC.
TECHNICAL SERVICE SUPPORT AGREEMENT
SCHEDULE B

LIFEPAK® 1000 AED Inspection-Only with Battery Replacement Service includes:

- Periodic inspections as set forth on Schedule A.
 - Updates installed at no additional cost provided such Updates are installed at the time of regularly scheduled service. If parts must be replaced to accommodate installation of new software, such parts may be purchased at a rate of 50% less than the then-current list price. Updates installed at a time other than regularly scheduled service will be billed on a separate invoice at the then-current list price less 20%.
 - Battery Coverage
 - o Replacement of up to one (1) LIFEPAK 1000 Rechargeable Battery Pak every two (2) years, or upon failure;
- OR
- o Replacement of up to one (1) LIFEPAK 1000 Li-ion Battery Pak every five (5) years for each LIFEPAK 1000 AED listed on Schedule A, or upon failure.

PHYSIO-CONTROL, INC.
TECHNICAL SERVICE SUPPORT AGREEMENT
SCHEDULE B

LIFEPAK CR® Plus Automated External Defibrillator Services

LIFEPAK CR® Plus AED Preventative Maintenance

- Preventative maintenance and inspections at intervals set forth on Schedule A
- 15% discount off then-current list price for the purchase of a new LIFEPAK CR Plus AED if the Covered Equipment is damaged, cannot be repaired, and is not covered by warranty
- 15% discount off the then-current list price for the purchase of CR Plus CHARGE-PAK™ Battery Charger and QUIK-PAK™ Electrodes
- Replacement of up to one (1) CR Plus CHARGE-PAK™ Battery Charger and two (2) QUIK-PAK™ Electrodes at the time scheduled preventative maintenance is performed, if needed due to expiration or failure
- Updates installed at 20% off the then-current list price provided such Updates are installed at the time of regularly scheduled Services. If parts must be replaced to accommodate installation of new software, such parts may be purchased at a rate of 30% off the then-current list price.