

Benzie County

Date: October 23, 2018

Subject: **Tentative Agenda for the Committee of a Whole Meeting**

Time: 1:30 p.m. (Commissioners Room)

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Agenda revisions/approval
5. Approval of the minutes for the COTW September 25, 2018
6. Public Input
7. Frank Post
 - a. Cable – Amendment
8. Tom King – Grant Funding Lucas CPR devices
9. Compensation Plan – Increases to new hires discussion
10. Mitch – MIDC, Space Use Study discussion
11. Public input
12. Adjournment

**THE BENZIE COUNTY BOARD OF COMMISSIONERS
COMMITTEE OF THE WHOLE
September 25, 2018**

The Benzie County Board of Commissioners met as a Committee of the Whole on Tuesday, September 25, 2018, 448 Court Place, Government Center, Beulah, Michigan.

The meeting was called to order by Vice Chair Evan Warsecke at 1:30 p.m.

Present were: Commissioners Carland, Griner, Jeannot (by telephone), Money, Roelofs, Sauer and Warsecke

The Pledge of Allegiance was recited.

Agenda:

Motion by Roelofs, seconded by Carland, to approve the agenda as presented. Ayes: Carland, Griner, Jeannot, Money, Roelofs, Sauer and Warsecke Nays: None Motion carried.

Minutes:

Motion by Jeannot, seconded by Sauer, to approve the Committee of the Whole minutes of August 14, 2018 as presented. Ayes: Carland, Griner, Jeannot, Money, Roelofs, Sauer and Warsecke Nays: None Motion carried.

Public Input – None

Frank Post:

- a. Region 7 Training cost reimbursement – Amendment: **Motion by Carland, seconded by Griner, to recommend to the Board of Commissioners to approve \$1,155.00 for Emergency Management ICS-300 training as requested. Ayes: Carland, Griner, Jeannot, Money, Roelofs, Sauer and Warsecke Nays: None Motion carried.**

- b. Region 7 Equipment cost reimbursement – Amendment: **Motion by Sauer, seconded by Money, to recommend to the Board of Commissioners to approve \$1,924.00 for Emergency Management ICS training and CERT equipment as requested. Ayes: Carland, Griner, Jeannot, Money, Roelofs, Sauer and Warsecke Nays: None Motion carried.**

Amy Bissell – Amendment: The amendment request is to recognize revenue received and allow for payment of expenses. **Motion by Money, seconded by Roelofs, to recommend to the Board of Commissioners to amend the 2017-18 budget as follows:**

Increase:

101-268-617.20	Remote Access Fee – Laredo	\$1,500.00
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Increase:

101-268-800.00	Contracted Services – Laredo	\$1,500.00
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Ayes: Carland, Griner, Jeannot, Money, Roelofs, Sauer and Warsecke Nays: None Motion carried.

Dan Smith – Jail Amendment:

Holiday and Vacation payouts – Amendment: He is requesting payout of Holiday and Vacation time due to staff shortages, employees have not been able to use their unused time; Dan stated that this

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does not comply with the union contracts when asked. Dan stated that the unions requested we come to the BOC to see if you were on board first. The board requests LOUs from the COAM and POAM unions.

Maridee asks why you are doing this now before the end of the year when they haven't even had the opportunity to take time.

Motion by Warsecke, seconded by Sauer, to recommend to the Board of Commissioners to approve the pay out of Holiday and Vacation time pending receipt of LOUs from POAM and COAM unions as requested for six jail employees. Ayes: Carland, Griner, Jeannot, Money, Roelofs, Sauer and Warsecke Nays: None Motion carried.

Kyle Rosa:

- a. Overtime Amendment: They are requesting an additional \$8,000 in the overtime budget on the road side to cover the \$5,600 shortage in overtime and the unforeseen until October 1. They request these funds be taken from the Budgeted Use of Fund Balance from the General Fund.

Comm Sauer inquired if you have asked Susan (Finance Manager) to see if there are funds in other areas of your current budget that could be used.

Comm Jeannot stated that we are seeing these types of issues and he would support granting the request knowing that going forward we are addressing these budget issues. He recommends we don't use the expression "squirreling money away".

Motion by Jeannot, seconded by Carland, to recommend to the Board of Commissioners for approval acknowledging that we are taking corrective measures in the next budget. Ayes: Carland, Griner, Jeannot, Money, Roelofs, Sauer and Warsecke Nays: None Motion carried.

- b. Sale of Sheriff Office Vehicles: Requests approval to place 4 vehicles on MiBID for sale with no minimum bid.

Motion by Sauer, seconded by Carland, to recommend to the Board of Commissioners to allow the four police vehicles to be listed for sale on MiBID with funds to be placed in 301-425-687.00 as requested. Ayes: Carland, Griner, Jeannot, Money, Roelofs, Sauer and Warsecke Nays: None Motion carried.

Susan Boyd – Lighting System Project Amendment for the Jail: Proposal for LED Lighting for the Benzie County Jail; total project cost \$25,882.40 with an estimated incentive of \$2,970.00; project will pay for itself in 1.77 years and we could save \$1,079.52 per month on electric bills.

Motion by Carland, seconded by Roelofs, to recommend to the Board of Commissioners to amend the 2017-18 Budget as follows:

Increase:

213-265-935.00	Jail Repairs	\$25,882.40
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Decrease:

401-000-967.00	Capital Improvements	\$25,882.40
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Ayes: Carland, Griner, Jeannot, Money, Roelofs, Sauer and Warsecke Nays: None Motion carried.

Motion by Warsecke, seconded by Roelofs, to recommend to the Board of Commissioners to amend the 2017-18 Budget as follows:

Debit:

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401-000-967.00 **Capital Improvement
Project Expenses** **\$25,882.40**

Credit:

401-101-699.00 **Transfer In** **\$25,882.40**

Ayes: Carland, Griner, Jeannot, Money, Roelofs, Sauer and Warsecke Nays: None Motion carried.

Maridee Cutler:

a. **Wireless Presentation System:** Proposal presented is for an add on to the current projector that we have. Commissioners have requested that a proposal be requested from IT Right for a completely new system.

b. **Travel Policy:** We need to update the current travel policy; requests to combine all meals if they are gone all day for a total of \$50.00 (\$10.00 for breakfast, \$15.00 for lunch, \$25.00 for dinner). Maridee has presented an updated policy marked as 9/21/18 draft; the meal rates are a little over the state rates.

Comm Jeannot stated that we should think about a car rental for travel rather than using our own vehicles.

Michelle Thompson, County Treasurer, suggests that this be ran by the auditors.

Maridee responded that it can be done; Leelanau does it and their auditors says it is OK.

Comm Carland stated that he is not opposed to the total amount being provided, but \$50.00 is too high.

Comm Roelofs suggested a trial period of 6 months.

Motion by Roelofs, seconded by Money, to recommend to the Board of Commissioners approve amending the Travel Policy with a trial plan of six (6) months of meals: \$10.00 for breakfast, \$15.00 for lunch, \$25.00 for dinner, with a \$50.00 limit and travel before 7 a.m. for breakfast and after 7 p.m. for dinner, without receipts. Ayes: Carland, Griner, Jeannot, Money, Roelofs, Sauer and Warsecke Nays: None Motion carried.

Comm Griner asks Amy Bissell about the scanning and microfilming. She stated that US Imaging has digitized all of her records. Comm Griner would like to have them give us an estimate.

Amy suggests that you ask each department to review their individual retention policies and they start clearing out the records that can be, you will have room.

2:46 p.m. Public Input – None

Motion by Roelofs, seconded by Carland, to adjourn at 2:46 p.m. Ayes: Carland, Griner, Jeannot, Money, Roelofs, Sauer and Warsecke Nays: None Motion carried.

Evan Warsecke, Chair (COTW)

Dawn Olney, Benzie County Clerk

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Motion by _____, seconded by _____, to approve the Committee of the Whole Consent Calendar as follows:

1. To approve \$1,155.00 for Emergency Management ICS-300 training as requested.
2. To approve \$1,924.00 for Emergency Management ICS training and CERT equipment as requested.
3. To amend the 2017-18 General Fund budget for department 268, Register of Deeds, in the amount of \$1,500.00 as presented.
4. To approve the pay out of Holiday and Vacation time pending receipt of LOUs from POAM and COAM unions as requested for six jail employees.
5. To approve the overtime amendment acknowledging that we are taking corrective measures in the next budget.
6. To allow the four police vehicles to be listed for sale on MiBID with funds to be placed in 301-425-687.00 as requested.
7. To amend the 2017-18 Budget for fund 213 Jail in the amount of \$25,882.40 as presented.
8. To amend the 2017-18 Budget for fund 401 Capital Improvement in the amount of \$25,882.40 as presented.
9. To approve amending the Travel Policy with a trial plan of six (6) months for meals: \$10.00 for breakfast, \$15.00 for lunch, \$25.00 for dinner, with a \$50.00 limit and travel before 7 a.m. for breakfast and after 7 p.m. for dinner, without receipts.

Committee Meeting Agenda Request Form

Date: 10/01/18

Department: Emergency Management

Project Name and Scope: Funding for Cable TV

Is this request for a budget amendment? Yes *If so, the amendment must be attached.*

Project Scope (explain reason for your project or amendment):

For the past 5 years, I have shared cable tv with Benzie County EMS. They had cable in their small area behind the copy room. Approximately 2 months ago, Jim Henderson, prior to his departure apparently terminated the service. After investigating my cable outage, they advised that it had been turned off. The cable costs around \$90.00 per month and was not included in budget deliberations. This works out to just under \$1,100 annually.

Cost of project \$ **1,100.00** Is the project over \$3,500? No

If, yes please attach your three bids/quotes.

Is the bid/quote recommended the lowest received: **No. They are the sole provider**

If not the lowest bid/quote, provide a reason for your recommendation?

Have you checked your fund, do you have the required funds for your project?

Is there a contract/agreement that will need to be signed? No

If yes, has the County Attorney reviewed and approved the contract/agreement? *If so, attach the attorney's approval and contract/agreement.*

Please Place an "X" next to the appropriate committee:

Finance X	B & G	Technology	HR
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**Please note, Committee Meeting Agenda Requests will not be considered without the completion of this form. Deadline for submitting forms is the Thursday before the normal Committee Meeting date.*

BUDGET AMENDMENT REQUEST

This form is used when the below changes WILL increase or decrease the bottom line total of your budget.

This requires approval from the Board of Commissioners. Please fill out this form and present it to the County Administrator, with appropriate documentation supporting the amendment request.

DATE: 10/1/2018

Request to Amend the 2018/19 Budget for the following:

Account to be Increased:

Line Number	Account Name	Amount
101-426-957.00	Miscellaneous	1,100.00

Total \$ 1,100.00

Grant Funding will be increased also

Account to be Increased/Decreased:

Line Number	Account Name	Amount
101-000-691.00	Fund Balance	1,100.00

Total \$ 1,100.00

SIGNED: _____



Committee Meeting Agenda Request Form

Date: 10/19/18	Department: Emergency Medical Services
Project Name and Scope: Heart Monitor Replacements	
Is this request for a budget amendment? No <i>If so, the amendment must be attached.</i>	
Project Scope (explain reason for your project or amendment): Replace aging heart monitors	
Cost of project \$153,436.38/3yr= Is the project over \$3,500? Yes \$51,145.46 <i>If, yes please attach your three bids/quotes. N/A</i>	
Is the bid/quote recommended the lowest received: N/A	
If not the lowest bid/quote, provide a reason for your recommendation? See attached memo	
Have you checked your fund, do you have the required funds for your project? Yes/214-655-970.00 Equipment, part of the budget for this fiscal year	
Is there a contract/agreement that will need to be signed? No	
If yes, has the County Attorney reviewed and approved the contract/agreement? <i>If so, attach the attorney's approval and contract/agreement.</i>	
Please Place an "X" next to the appropriate committee:	
Finance X	B & G Technology HR

**Please note, Committee Meeting Agenda Requests will not be considered without the completion of this form. Deadline for submitting forms is the Thursday before the normal Committee Meeting date.*

EMS Agenda Items for BOC meeting October 23, 2018

Heart Monitor Replacement:

EMS needs to replace our aging and outdated heart monitors, which is a required piece of equipment on all advanced life support ambulances. The heart monitor allows the paramedics to evaluate and treat heart related events. Our existing monitors are over 5 years old, they are an older model which will not be able to be serviced by Phillips soon. Additionally, parts for repairs are difficult to acquire delaying repair times and increasing the overall repair costs. Reliability will soon come into question as well. In 2017 Philips had a Class 1 Recall, as classified by the FDA on several on their heart monitors that were manufactured between 2004-2016. Even though none of our heart monitors were part of this recall, it brings the questionable reliability of this product to the forefront. As an agency priding itself on ensuring the highest level of medical care to our community, Benzie EMS must ensure we have quality medical equipment for our use. We are looking to replace all 5 heart monitors with Lifepack 15's for under \$155,000 to include an on-site service contract for 4 years. Stryker, the parent company, is offering 3-year interest free financing through the end of the year thus allowing us to keep within our budgeted annual expense on equipment purchases.

Grant funding for the Lucas CPR device:

EMS and Fire Chiefs Association is working on a grant proposal to offset the purchase cost of up to seven Lucas CPR devices. This is a continuation of a project started a few years back with the intent of over time providing the life-saving cpr devices on all emergency first response vehicles and ambulances in our fire departments and EMS.

The Lucas device provides battery powered chest compressions in the event of cardiac arrest. This also has the secondary benefit of allowing one first responding provider the ability to adequately perform CPR on someone in cardiac arrest.

EMS Monthly Statistics for September 2018

Total Emergency Runs:	165
Total ALS Runs:	147
Total BLS Runs:	12
Total Non-Transport	6
Total Transfers:	9
Chest Pain:	8
Cardiac Arrest/DOA:	0
Peds:	19
Stroke:	2
Alcohol/Drug/ Poisoning/Overdose:	4

Thomas M. King
Director of Operations
Benzie County EMS
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 Redmond, WA 98073-9706 U.S.A.
 www.physio-control.com
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To BENZIE CTY EMS
 Attn: Tom King
 448 COURT PLACE
 BEULAH,MI 49617
 (231) 325-0035
tking@benzieco.net

Quote Number 00146511
Revision # 1
Created Date 10/16/2018
Sales Consultant Pierce Szubelak
 (989) 255-4433
pierce.szubelak@stryker.com
FOB Redmond, WA
Terms All quotes subject to credit approval and the following terms and conditions
NET Terms NET 30
Expiration Date 10/31/2018

Product	Product Description	Quantity	List Price	Unit Discount	Unit Sales Price	Total Price
99577-001955	LIFEPAK 15 V4 Monitor/Defib, Adaptive Biphasic, Manual & AED, Color LCD, 100mm Printer, Noninvasive Pacing, Metronome, Trending, SpO2, NIBP, 12-Lead ECG, EtCO2, Bluetooth INCLUDED AT NO CHARGE: 2 PAIR QUIK-COMBO ELECTRODES PER UNIT - 11996-000091, TEST LOAD - 21330-001365, IN-SERVICE DVD - 21330-001486, SERVICE MANUAL CD- 26500-003612 (one per order) and ShipKit- (RC Cable) 41577-000284. HARD PADDLES, BATTERIES AND CARRYING CASE NOT INCLUDED.	5.00	32,125.00	-5,782.50	26,342.50	131,712.50
Trade-in product	Trade in of Philips MRx towards the purchase of Lifepak 15	5.00	0.00	0.00	-5,000.00	-25,000.00
11160-000013	NIBP Cuff-Reusable, Child	5.00	25.00	-4.50	20.50	102.50
11160-000017	NIBP Cuff -Reusable, Large Adult, Bayonet	5.00	34.00	-6.12	27.88	139.40
11171-000046	M-LNCS DCI, Adult Reusable Sensor, 1/box	5.00	301.00	-54.18	246.82	1,234.10
11171-000047	M-LNCS DCIP, Pediatric Reusable Sensor, 1/box	5.00	301.00	-54.18	246.82	1,234.10
11220-000028	Carry case top pouch for use w/LIFEPAK 12 or LIFEPAK 15	5.00	59.00	-10.62	48.38	241.90
11260-000039	LIFEPAK 15 Carry case back pouch	5.00	84.00	-15.12	68.88	344.40
11577-000002	LIFEPAK 15 Basic carry case w/right & left pouches; shoulder strap (11577-000001) included at no additional charge when case ordered with a LIFEPAK 15 device	5.00	327.00	-58.86	268.14	1,340.70
21300-008147	LIFEPAK 15 NIBP Hose, 9'	5.00	64.00	-11.52	52.48	262.40
11140-000052	LP15 REDI-CHARGE Adapter Tray	1.00	211.00	-37.98	173.02	173.02

11141-000115	REDI-CHARGE Base (power cord not included)	1.00	1,555.00	-279.90	1,275.10	1,275.10
11140-000015	AC power cord	1.00	83.00	-14.94	68.06	68.06
21330-001176	LP 15 Lithium-ion Battery 5.7 amp hrs	15.00	479.00	-86.22	392.78	5,891.70
21996-000109	Titan III – WiFi Gateway	5.00	1,035.00	-186.30	848.70	4,243.50
	LIFEPAK 15 Service - 4 YEAR. On-site Comprehensive Coverage. Up Front Payment. 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	5.00	7,056.00	-1,058.40	5,997.60	29,988.00

LP15-OSCOMP-4-POS-UP

Subtotal	USD 153,251.38
Estimated Tax	USD 0.00
Estimated Shipping & Handling	USD 185.00

Current Sales Tax Rates will be applied at the time of Invoice and tax rate is based on the Ship To location

Grand Total	USD 153,436.38
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Pricing Summary Totals	
List Price Total	USD 216,089.00
Total Contract Discounts Amount	USD -5,292.00
Total Discount	USD -32,545.62
Trade In Discounts	USD -25,000.00
Tax + S&H	USD 185.00

GRAND TOTAL FOR THIS QUOTE
USD 153,436.38

Please provide a company issued Purchase Order that includes Billing and Shipping Address.
PO must reference payment terms of Net 30 days.

- OR -

Required information if no Purchase Order is provided

Billing Address	same as address on quote	Shipping Address	same as Billing Address
Account Name		Account Name	
Address		Address	
City		City	
State	Zip Code	State	Zip Code
Accounts Payable Contact Information			
Accounts Payable Contact		Accounts Payable Phone Number	
Accounts Payable Email		Customer is Tax Exempt?	Yes No
Authorized Customer Signature			
Name		Signature	
Title		Date	

Optional information:

Special Ship to Address

Comments

For Multiple End Users, please attach a supporting document with End User name, physical location, product type and quantity

Reference Number DX/18218301/165128

General Terms for all Products, Services and Subscriptions.

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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.

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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 looking, 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 § 1395k(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 Products.

In addition to the General Terms above, the following terms apply to all purchases of products from Physio:

Delivery. Unless otherwise specified by Physio in writing, delivery shall be FOB Physio point of shipment and title and risk of loss shall pass to Buyer at that point. Partial deliveries may be made and partial invoices shall be permitted and shall become due in accordance with the payment terms. In the absence of shipping instructions from Buyer, Physio will obtain transportation on Buyer's behalf and for Buyer's account. Delivery dates are approximate. Freight is pre-paid and added to Buyer's invoice. Products are subject to availability.

Inspections and Returns. Within 30 days of receipt of a shipment, Buyer shall notify Physio of any claim for product damage or nonconformity. Physio, at its sole option and discretion, may repair or replace a product to bring it into conformity. Return of any product shall be governed by the Returned Product Policy located at <http://www.physio-control.com/Documents/>. Payment of Physio's invoice is not contingent on immediate correction of nonconformities.

No Resale. Buyer agrees that products purchased hereunder will not be resold to third parties and will not be reshipped to any persons or places prohibited by the laws of the United States of America.

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.