

34C

TECHNICAL SERVICE SUPPORT AGREEMENT

ORIGINAL



Contract Number:

End User # 03909801
FORT BEND COUNTY EMS
4336 HWY 36
ROSENBERG, TX 77471

Bill To # 03909801
FORT BEND COUNTY EMS
4336 HWY 36
ROSENBERG, TX 77471

This Technical Service Support Agreement begins on 10/1/2010 and expires on 9/30/2013.

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 \$60,060.00 per term, payable in Annual installments.

Special Terms

10% DISCOUNT ON ACCESSORIES
15% DISCOUNT ON ALL ELECTRODES

Accepted: Physio-Control, Inc.

Customer: Fort Bend County

By: *[Signature]*

By: *[Signature]*

Title: *Contract Analyst*

Print: Robert Hebert

Date: *10-26-10*

Title: County Judge

Date: October 26, 2010

Purchase Order Number:

Territory Rep: WECC57
Michael Flowers
Phone: 800-442-1142 x2486
FAX: 800-772-3340

Customer Contact:
Rick Robertson
Phone: 281-344-3007
FAX:

Reference Number: C57-1777
Printed: 7/28/2010

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10-27-10 copy received

PHYSIO-CONTROL, INC.
TECHNICAL SERVICE SUPPORT AGREEMENT TERMS AND CONDITIONS

RENEWAL TERMS

Physio-Control, Inc.'s ("Physio-Control") acceptance of Customer's Technical Service Support Agreement is expressly conditioned on Customer's assent to the terms set forth in this document and its attachments. Physio-Control agrees to furnish the services ordered by Customer only on these terms, and Customer's acceptance of any portion of the goods and services covered by this document shall confirm their acceptance by Customer. These terms constitute the complete agreement between the parties and they shall govern any conflicting or ambiguous terms on Customer's purchase order or on other documents submitted to Physio-Control by Customer. These terms may not be revised in any manner without the prior written consent of an officer of Physio-Control.

REPAIR SERVICES

If "Repair" services are designated, subject to the Exclusions identified below, they shall include, for the designated Covered Equipment, all repair parts and materials required, all required Physio-Control service technician labor, and all related travel expenses. For offsite (ship-in) services, units will be returned to Customer by Physio-Control freight prepaid.

INSPECTION SERVICES

If "Inspection" services are designated, subject to the Exclusions identified below, they shall include, for the designated Covered Equipment, verification of proper instrument calibration, verification that instrument mechanical operations and output measurements are consistent with applicable product specifications, performance of an electrical safety check in accordance with National Fire and Protection Guidelines, all required Physio-Control service technician labor and all related travel expenses. For offsite (ship-in) services, units will be returned to Customer by Physio-Control freight prepaid.

DOCUMENTATION

Following each Repair and/or Inspection, Physio-Control will provide Customer with a written report of actions taken or recommended and identification of any materials replaced or recommended for replacement.

LOANERS

If a Physio-Control product is designated as a unit of Covered Equipment for Repair Services and needs to be removed from service to complete repairs, an appropriate Loaner unit will be provided, if available, until the removed unit is returned. Customer assumes complete responsibility for the Loaner and shall return the Loaner to Physio-Control in the same condition as received, at Customer's expense, upon the earlier of the return of the removed unit or Physio-Control's request.

EXCLUSIONS

This Technical Service Support Agreement does not include: supply or repair of accessories or disposables (e.g., patient cables, recorder paper, etc.); repair of damage caused by misuse, abuse, abnormal operating conditions, operator errors, and/or acts of God; repairs to return an instrument to normal operating equipment at the time of initial service by Physio-Control under this Technical Service Support Agreement; case changes; repair or replacement of items not originally distributed or installed by Physio-Control; and exclusions on Schedule B to this Technical Service Support Agreement, if any, which apply to Covered Equipment.

SCHEDULE SERVICES

Designated Repair and Inspections Services will be performed at the designated service frequency and during designated service hours except where service technicians are rendered unavailable due to mandatory training commitments, in which case Physio-Control will provide alternate coverage. Customer is to ensure Covered Equipment is available for Repair and/or Inspection at scheduled times. If Covered Equipment is not available as scheduled and Customer requests additional services to be performed or if Physio-Control is requested to perform Repair or Inspection services not designated in this Technical Service Support Agreement (due to the nature of services selected, instruments involved not being Covered Equipment, request being outside of designated service frequency or hours, or application of the Exclusions); Customer shall reimburse Physio-Control at Physio-Control's standard labor rates less 10% (including overtime, if appropriate), plus standard list prices for related parts and materials less 15%, plus actual travel costs incurred.

PAYMENT

The cost of services performed by Physio-Control shall be payable by Customer within thirty (30) days of Customer's receipt of Physio-Control's Invoice (or such other terms as Physio-Control confirms to Customer in writing). In addition to the cost of services performed, Customer shall pay or reimburse Physio-Control for any taxes assessed Physio-Control. If the number or configuration of Covered Equipment is altered during the Term of this Technical Service Support Agreement, the price of Services shall be adjusted accordingly.

WARRANTY

Physio-Control warrants Services performed under this Technical Service Support Agreement and replacement parts provided in performing such Services against defects in material and workmanship for ninety (90) days from the date a Service was performed or a part was provided. Customer's sole remedy shall be reservicing the affected unit and/or replacement of any part determined to be defective, without any additional Customer charge, provided Customer notifies Physio-Control of any allegedly defective condition within ten (10) calendar days of its discovery by Customer. Physio-Control 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-CONTROL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR OTHER DAMAGES.**

TERMINATION

Either party may terminate this Technical Service Support Agreement at any time upon sixty (60) days prior written notice to the other, except that Physio-Control may terminate this Technical Service Support Agreement immediately upon Customer's failure to make timely payments for services rendered under this Technical Service Support Agreement. In the event of termination, Customer shall be obligated to reimburse Physio-Control for that portion of the designated price which corresponds to that portion of the Term and the scope of Services provided prior to the effective date of termination.

DELAYS

Physio-Control 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 any cause beyond its reasonable control, including, but not limited to, acts of God, labor disputes, labor shortages, the requirements of any governmental authority, war, civil unrest, delays in manufacture, obtaining any required license or permit, and Physio-Control's inability to obtain goods from its usual sources. Any such delay shall not be considered a breach of Physio-Control's obligations and the performance dates shall be extended for the length of such delay.

MISCELLANEOUS

- a) Customer agrees to not employ or offer employment to anyone performing Services on Physio-Control's behalf during the Term of this Technical Service Support Agreement or for one (1) year following its expiration without Physio-Control's prior written consent.
- b) This Technical Service Support Agreement, and any related obligation of other party, may not be assigned in whole or in part without the prior written consent of the other party.
- c) The rights and obligations of Physio-Control and Customer under this Technical Service Support Agreement shall be governed by the laws of the State in which the service is provided. All costs and expenses incurred by the prevailing party related to the enforcement of its rights under this document, including reasonable attorney's fees, shall be reimbursed by the other party.

.....END.....

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

Contract Number:

Servicing Rep: Tim O'Neil, WECC54
District: SOUTHWEST
Phone: 800-442-1142 x2718
FAX: 800-772-3340

Equipment Location: FORT BEND COUNTY EMS, 03909801
4336 HWY 36
ROSENBERG, TX 77471

Scope Of Service AC Power Adapter - Repair Only

Model	Part Number	Serial Number	Ref. Line	Effective Date	Expiration Date	Total Inspections
LIFEPAK® 12 AC/DC PA	VLP12-06-000059	019409	10	10/1/2010	9/30/2013	0
LIFEPAK® 12 AC/DC PA	VLP12-06-000059	019345	11	10/1/2010	9/30/2013	0
LIFEPAK® 12 AC/DC PA	VLP12-06-000059	019331	12	10/1/2010	9/30/2013	0
LIFEPAK® 12 AC/DC PA	VLP12-06-000059	019288	13	10/1/2010	9/30/2013	0
LIFEPAK® 12 AC/DC PA	VLP12-06-000059	019238	14	10/1/2010	9/30/2013	0
LIFEPAK® 12 AC/DC PA	VLP12-06-000059	019237	15	10/1/2010	9/30/2013	0
LIFEPAK® 12 AC/DC PA	VLP12-06-000059	019197	16	10/1/2010	9/30/2013	0
LIFEPAK® 12 AC/DC PA	VLP12-06-000079	022397	17	10/1/2010	9/30/2013	0
LIFEPAK® 12 AC/DC PA	VLP12-06-000059	019414	20	10/1/2010	9/30/2013	0
LIFEPAK® 12 AC/DC PA	VLP12-06-000076	042611	39	10/1/2010	9/30/2013	0
LIFEPAK® 12 AC/DC PA	VLP12-06-000076	042637	40	10/1/2010	9/30/2013	0
LIFEPAK® 12 AC/DC PA	VLP12-06-000076	041822	43	10/1/2010	9/30/2013	0
LIFEPAK® 12 AC/DC PA	VLP12-06-000076	047025	47	10/1/2010	9/30/2013	0
LIFEPAK® 12 AC/DC PA	VLP12-06-000076	045238	48	10/1/2010	9/30/2013	0
LIFEPAK® 12 AC/DC PA	VLP12-06-000122	066936	50	10/1/2010	9/30/2013	0
LIFEPAK® 12 AC/DC PA	VLP12-06-000122	067984	51	10/1/2010	9/30/2013	0
LIFEPAK® 12 AC/DC PA	VLP12-06-000102	053186	55	10/1/2010	9/30/2013	0
LIFEPAK® 12 AC/DC PA	VLP12-06-000122	066790	56	10/1/2010	9/30/2013	0

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	VLP12-02-005985	32997079	53	10/1/2010	9/30/2013	3
LIFEPAK® 12	VLP12-02-005985	34990581	54	10/1/2010	9/30/2013	3

Scope Of Service On Site Repair Only: M-F/8-5

Model	Part Number	Serial Number	Ref. Line	Effective Date	Expiration Date	Total Inspections
BATTERY SUPPORT SYSTEM 2	VBSS2-02-000009	32988961	52	10/1/2010	9/30/2013	0
BATTERY SUPPORT SYSTEM 2	VBSS2-02-000009	31733651	46	10/1/2010	9/30/2013	0

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Printed: 7/28/2010

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BATTERY SUPPORT SYSTEM 2 VBSS2-02-000009	31280629	44	10/1/2010	9/30/2013	0
BATTERY SUPPORT SYSTEM 2 VBSS2-02-000009	30823832	41	10/1/2010	9/30/2013	0
BATTERY SUPPORT SYSTEM 2 VBSS2-02-000009	13336998	30	10/1/2010	9/30/2013	0
BATTERY SUPPORT SYSTEM 2 VBSS2-02-000009	30745133	35	10/1/2010	9/30/2013	0
BATTERY SUPPORT SYSTEM 2 VBSS2-02-000009	30763331	36	10/1/2010	9/30/2013	0
BATTERY SUPPORT SYSTEM 2 VBSS2-02-000009	13278589	18	10/1/2010	9/30/2013	0
BATTERY SUPPORT SYSTEM 2 VBSS2-02-000009	13278584	1	10/1/2010	9/30/2013	0
BATTERY SUPPORT SYSTEM 2 VBSS2-02-000009	13273898	2	10/1/2010	9/30/2013	0
BATTERY SUPPORT SYSTEM 2 VBSS2-02-000009	13273896	3	10/1/2010	9/30/2013	0
BATTERY SUPPORT SYSTEM 2 VBSS2-02-000009	13273894	4	10/1/2010	9/30/2013	0
BATTERY SUPPORT SYSTEM 2 VBSS2-02-000009	13273889	5	10/1/2010	9/30/2013	0
BATTERY SUPPORT SYSTEM 2 VBSS2-02-000009	13271067	6	10/1/2010	9/30/2013	0
BATTERY SUPPORT SYSTEM 2 VBSS2-02-000009	13336991	7	10/1/2010	9/30/2013	0
BATTERY SUPPORT SYSTEM 2 VBSS2-02-000009	13336993	8	10/1/2010	9/30/2013	0

Scope Of Service Renewal POS LP500 1 On Site Inspection/Yr with 1 Lith Batt

Model	Part Number	Serial Number	Ref. Line	Effective Date	Expiration Date	Total Inspections
LIFEPAK® 500	3011790-001129	30712708	32	10/1/2010	9/30/2013	3
LIFEPAK® 500	3011790-001129	30773718	33	10/1/2010	9/30/2013	3
LIFEPAK® 500	3011790-001129	30773723	34	10/1/2010	9/30/2013	3

Scope Of Service Renewal POS On Site Repair - 1 On Site Inspection per Year

Model	Part Number	Serial Number	Ref. Line	Effective Date	Expiration Date	Total Inspections
LIFEPAK® 12	VLP12-02-002191	13415336	31	10/1/2010	9/30/2013	3
LIFEPAK® 12	VLP12-02-002982	30773902	37	10/1/2010	9/30/2013	3
LIFEPAK® 12	VLP12-02-002982	30773903	38	10/1/2010	9/30/2013	3
LIFEPAK® 12	VLP12-02-002191	13361202	21	10/1/2010	9/30/2013	3
LIFEPAK® 12	VLP12-02-002191	13361201	22	10/1/2010	9/30/2013	3
LIFEPAK® 12	VLP12-02-002191	13361200	23	10/1/2010	9/30/2013	3
LIFEPAK® 12	VLP12-02-002191	13361199	24	10/1/2010	9/30/2013	3
LIFEPAK® 12	VLP12-02-002191	13361198	25	10/1/2010	9/30/2013	3
LIFEPAK® 12	VLP12-02-002191	13361197	26	10/1/2010	9/30/2013	3
LIFEPAK® 12	VLP12-02-002191	13361196	27	10/1/2010	9/30/2013	3
LIFEPAK® 12	VLP12-02-002191	13361195	28	10/1/2010	9/30/2013	3
LIFEPAK® 12	VLP12-02-002191	13361194	29	10/1/2010	9/30/2013	3
LIFEPAK® 12	VLP12-02-002191	13415334	9	10/1/2010	9/30/2013	3
LIFEPAK® 12	VLP12-02-002191	13415335	19	10/1/2010	9/30/2013	3
LIFEPAK® 12	VLP12-02-002982	30843080	42	10/1/2010	9/30/2013	3
LIFEPAK® 12	VLP12-02-002982	31319097	45	10/1/2010	9/30/2013	3
LIFEPAK® 12	VLP12-02-002982	31734489	49	10/1/2010	9/30/2013	3

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

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

LIFEPAK® 12 (LP 12) Defibrillator/Monitor Includes:

Standard detachable hard paddle repairs

LP12 upgrade installed by Physio-Control Technical Services Representative at a rate of 17% less than the then current field-installed list price

When listed in Equipment Inventory, Schedule A, LP 12 Defibrillator/Monitor Includes:

AC Power Adapter
DC Power Adapter

LP 12 Defibrillator/Monitor Excludes:

Internal, sterilizable and pediatric paddles
SpO2 sensors and cables
Communication cables
Therapy cables
Patient cables
PCMCIA modems
Case changes

Discounts will not be combined with other special terms, discounts, and/or promotions.

Physio-Control FASTPAK®, FASTPAK 2, LIFEPAK SLA, and LIFEPAK NiCd Battery

Battery maintenance, performance testing, evaluation, removal, recycling, and replacement are the responsibility of the Customer, and should be performed in accordance with the LP 12 Series Operating Instructions section entitled Discarding/Recycling Batteries.

Batteries replacement is available on a one-for-one basis, up to the number of devices listed in Equipment Inventory, Schedule A, upon the earlier of either (i) reported battery failure as determined by Customer's performance testing and evaluation in accordance with the LP 12 Operating Instructions section entitled Discarding/Recycling Batteries, or (ii) upon completion of the second year of use. Replacement Battery Pak shall be like for like, i.e. FASTPAK for FASTPAK, FASTPAK 2 for FASTPAK 2, etc. During the Term of this Agreement replacement shall occur no more than four times per two year period, notwithstanding prior Support Plans.

Battery replacement is dependent upon Customer's notice to Physio-Control of the existence of either of the conditions referenced in (i) and (ii) above. At the discretion of Physio-Control, battery replacement shall be effected by shipment to Customer and replacement by Customer, or by on-site delivery and replacement by a Physio-Control Service Technician. Upon Customer's receipt of replacement battery, the affected battery referenced above shall become the property of Physio-Control, and must be returned to Physio-Control for proper disposal. In the event that Physio-Control does not receive the affected battery referenced above, Customer will be charged at the then current rate for the replacement battery.

Only batteries manufactured by Physio-Control are covered under this Service Agreement. Batteries not manufactured by Physio-Control are expressly excluded from coverage under this Service Agreement. Physio-Control does not guarantee the operation, safety, and/or performance of our product when operating with a battery not manufactured by Physio-Control. Repairs and inspections performed under this Agreement meet original equipment manufacturer's product specifications only when operating with a battery manufactured by Physio-Control. Any repairs, as determined by a Physio-Control Service Representative, resulting from the use of a battery not manufactured by Physio-Control, will be billed at Physio-Control's then current standard list prices for parts and labor, including actual travel costs incurred.

LIFEPAK 12 Software Updates

If combined Repair and Inspection services are designated for LP 12 units listed in Schedule A, a Physio-Control Technical Services Representative will install LP 12 software updates at no additional cost, provided it is installed at the time of a regularly scheduled inspection. In addition, during the Term of this Agreement, where an assembly, i.e., printed circuit board, must be replaced to accommodate installation of new software, such assembly may be purchased by the Customer at a rate of 50% less than the then current list price. Software updates, when installed at a time other than the regularly scheduled inspection, will be billed at the rate of \$205.00 per unit per software update. The cost of such software update will be billed in a separate invoice. Dependent upon availability of Customer software loading tool, and at Customer's request, Technical Services Representative shall provide Customer

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

access to software loading tool at no additional charge.

If Repair-Only services are designated for LP 12 units listed in Schedule A, a Physio-Control Technical Services Representative will install a LP 12 software update at the rate of \$205.00 per unit per software update. In addition, during the Term of this Agreement, where an assembly, i.e., printed circuit board, must be replaced to accommodate installation of new software, such assembly may be purchased by the Customer at a rate of 50% less than the then current list price. The cost of such software update will be billed in a separate invoice. Dependent upon availability of Customer software loading tool, and at Customer's request, Technical Services Representative shall provide Customer access to software loading tool at no additional charge.

Physio-Control will replace the internal coin cell battery according to the number of such batteries listed in the Additional Items section of Schedule A. It is the Customer's responsibility to request such coin cell battery replacement, gather in a single location the devices that will receive such battery replacement, and to provide to the Physio-Control Technical Services Representative access to those devices. Coin cell battery replacement will take place during the Term of this Agreement, according to the number of coin cell batteries listed in the Additional Items section of Schedule A.

LIFEPAK® 500 AED INSPECTION-ONLY WITH BATTERY OPTION

· This plan includes periodic inspections as described on Schedule A. If any repairs are requested by customer that are not otherwise covered by warranty then customer shall pay Physio-Control at its then current labor rate less 10%. Parts required for such repairs will be at 15% less than the then current list price for the parts.

· Customer retains the responsibility to perform the battery maintenance and evaluation procedures outlined in the service manual and to replace batteries that do not pass the conditions outlined under "Discarding/Recycling Batteries." Batteries failing to meet battery performance tests should be removed from service and properly discarded (recycled).

· If customer provides evidence that a Physio-Control Battery Pak fails to meet the performance tests noted above and/or the Battery Pak age exceeds 2 years in the case of sealed lead acid batteries and 3 years in the case of lithium ion batteries, Physio-Control shall replace said Physio-Control Battery Pak (like for like) i.e. LIFEPAK 500 SLA for LIFEPAK 500 SLA or LIFEPAK 500 lithium ion for LIFEPAK 500 lithium ion, up to a maximum of 2 LIFEPAK 500 SLA Battery Paks every two years or up to a maximum of 1 LIFEPAK 500 lithium ion Battery Pak every 3 years (including prior Support Plan periods) per LIFEPAK® 500 automatic advisory defibrillator (listed on Schedule A). To assist in proper recycling and removal of low capacity batteries, replaced Battery Paks become the property of Physio-Control and must be returned at the time of exchange.

· Only batteries manufactured by Physio-Control are covered under this Service Agreement. Any batteries manufactured by other sources are expressly excluded from coverage under this Service Agreement. Physio-Control cannot guarantee the operation, safety and/or performance of our product when operating with a non-Physio-Control battery. Repairs and inspections performed under this Agreement meet original equipment manufacturer's product specifications only when operating with a Physio-Control battery. Any repairs, as determined by a Physio-Control Service Representative, resulting from the use of a non-Physio-Control battery, will be billed at our standard list prices for parts and labor, including actual travel charges incurred.

· Inspections are performed Monday thru Friday 8am to 5pm (excluding holidays).

Fort Bend County Travel Policy

Approved in Commissioners' Court on November 3, 2009

Effective November 4, 2009

Revised September 7, 2010

The Commissioners' Court allocates funds annually for the payment of travel expenditures for county employees and officials within the individual departmental budgets. Travel expenditures paid from these budgets must serve a public purpose for Fort Bend County. These expenditures may be paid directly to the vendor or provided as a reimbursement to the employee/official upon completion of their travel. Advance payments to vendors may be accommodated by issuance of a check or use of a County procurement card. Eligible expenditure categories under this policy include: Lodging, meals, transportation, registration fees, and other fees (with justification). Each category is further defined below.

CONTRACT RATES:

Fort Bend County is a 'Cooperative Purchasing Participating Entity' with the State of Texas. This program is also known as TPASS (Texas Procurement and Support Services) State Travel Management Program (STMP). This gives County employees and officials access to the contract rates negotiated by the State for hotels and rental cars. Procurement procedures for these contract services are explained within the categories below.

OUT OF STATE TRAVEL:

Authorization: The traveler must obtain Commissioners' Court approval for out-of-state travel before departure. The duration must include travel days along with the event scheduled days. To prevent delays in processing travel reimbursement, ensure that the travel duration is accurately defined when submitting the agenda request.

Documentation: The traveler must provide an excerpt from the Commissioners' Court minutes (<http://www.co.fort-bend.tx.us/getSitePage.asp?sitePage=7269>) with the travel reimbursement form.

LODGING:

Hotel:

Texas: Hotel reimbursements are limited to contract hotel rates near the event site. Participating contract hotels are listed at http://portal.cpa.state.tx.us/hotel/hotel_directory/index.cfm. When making a reservation the traveler must ask for the State of Texas Contract rate and be prepared to provide the County's agency #: C0790. Contract hotels must be used unless a non-contract hotel provides a lower total cost or no contract hotel is available. If the organizer of a conference/seminar has negotiated discount rates with a hotel(s), the traveler may choose these lodging services without penalty. The traveler will be responsible for the excess charge over the contract hotel rates near the event site if they choose not to stay at a contract hotel or a conference

sponsored discounted hotel. The traveler may choose any hotel that is less than the contract hotel rates near the event site to save additional county funds. If no contract hotels are listed for the destination city, the traveler is required to choose lodging services near the event site that meet their needs at an economical rate.

Out-of-State: The traveler is required to choose lodging services near the event site that meet their needs at an economical rate.

Travel Days: If the traveler must leave before 7:00AM to arrive at the start of the event and/or return to the County after 6:00PM after the event concludes, an additional night's lodging is allowable before and/or after the event.

Additional fees: Fees for additional services (internet, telephone, valet, parking...) require justification to be allowable.

Gratuities: Gratuities are not reimbursable for any lodging services.

Overpayments by County: Any lodging overpayment by the County must be reimbursed by the hotel before processing a reimbursement to the traveler for any of the categories addressed in this policy. Prepaid lodging services should be accurately calculated or underestimated by excluding the taxes to prevent delays in processing travel reimbursements.

Procurement Card: The traveler may use the procurement card to make lodging reservations. Contact Purchasing to arrange or use the procurement card assigned to the department or traveler.

Documentation: The original itemized hotel statement must be submitted with the travel reimbursement claim showing a zero balance. A copy of the itemized hotel statement must be submitted with the travel reimbursement claim if the traveler used a County procurement card to purchase lodging services or prepaid by County check. Event agenda/documentation or a letter from the traveler describing the event/meeting is required. If utilizing conference negotiated hotel rates, documentation of rates is required.

MEALS:

Texas: Meals including gratuities will be reimbursed to the traveler at a flat rate of \$36/day. If a traveler departs after 2:00PM or returns by 12:00PM the reimbursement rate will be \$18/day for that day.

Out-of-state: Meals including gratuities will be reimbursed to the traveler at a flat rate of \$48/day. If a traveler departs after 2:00PM or returns by 12:00PM the reimbursement rate will be \$24/day for that day.

Day trips: Meals will not be reimbursed for trips that do not require an overnight stay.

Procurement Card: No meal purchases are allowed on any County procurement card.

Documentation: No meal receipts are required for reimbursement. Event agenda/documentation or a letter from the traveler describing the event/meeting is required.

TRANSPORTATION:

Personal Vehicle: Use of personal vehicle will be reimbursed at the current rate/mile set by Commissioners' Court. Mileage should be calculated using the County

office location of the traveler and the event location. Mileage may not be calculated using the traveler's home. Mileage should be calculated using an employee's vehicle odometer reading or by a readily available online mapping service for travel out of Fort Bend County. If using the mileage of an online mapping service, state which mapping service was used or provide a printout of your route detailing the mileage. For local travel, odometer readings or mapping service details are not required. Departments should develop a mileage guide for employees for local travel points, if a department does not have a mileage guide, the Auditor's Office will determine if the mileage listed is reasonable.

County Vehicle: Fuel purchases when using a County vehicle must be made with the County fuel card. Original receipts must be provided with reimbursement request.

Airfare: Airfare is reimbursable at the lowest available rate based on 14 day advance purchase of a discounted coach/economy full-service seat. The payment confirmation and itinerary must be presented with the travel reimbursement form. Trip insurance is not an allowable expense.

Rental Car: Rental cars are limited to the negotiated TPASS rates listed at: <http://www.window.state.tx.us/procurement/prog/stmp/stmp-rental-car-contract/vendor-comparison/>. The contact information for Avis is listed here: <http://www.window.state.tx.us/procurement/prog/stmp/stmp-rental-car-contract/Avis/>. The contact information for Enterprise is listed here: <http://www.window.state.tx.us/procurement/prog/stmp/stmp-rental-car-contract/Enterprise/>. You will need to make your reservations at least 14 days in advance and provide the County's agency #: C0790. The instructions for reserving with each agency are explained at the individual web sites above. The traveler will not be reimbursed for any amount over the negotiated contract rates if a non-contract company is used at a higher rate. The traveler may use a non-contract vendor at a rate lower than the contract rates with no penalty. The original contract/receipt must be presented with the travel reimbursement form or a copy if a County procurement card is used. Optional rental car fees are not reimbursable such as GPS, prepaid fuel, premium radio, child safety seats and additional insurance.

Other Transportation: Other forms of transit (bus, taxi, train) are reimbursable with an original receipt.

Additional fees: Fees for additional services (tolls, parking...) require justification to be allowable. Optional rental car fees are not reimbursable (GPS, prepaid fuel, premium radio, additional insurance, child safety seats...). Original receipts or documentation are required for allowable fees.

Gratuities: Gratuities are not reimbursable for any transportation services.

Procurement Card: The traveler may use a County procurement card to make transportation reservations for air travel and rental car services. Contact Purchasing to arrange or use the procurement card assigned to the department or traveler.

Documentation: Original receipts are required for all transportation reimbursements paid by the traveler. Transportation services obtained with a County procurement card require a copy of the receipt. Additional requirements are noted within each

category above. Event agenda/documentation or a letter from the traveler describing the event/meeting is required.

REGISTRATION:

Registration fees: Registration fees are reimbursable for events that serve a Fort Bend County purpose.

Procurement Card: The traveler may use a County procurement card to register for an event. Contact Purchasing to arrange or use the procurement card assigned to the department or traveler.

Documentation: An original receipt must be obtained upon registration and submitted with the reimbursement request if paid by the traveler. A copy of the receipt must be provided if registration is paid on a County procurement card. Event agenda/documentation or a letter from the traveler describing the event/meeting is required.

GRANTS:

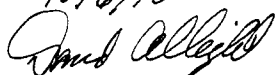
Travel expenditures from Federal and State grants must also conform to the granting agency's funding requirements.

PACKAGE AND GROUP TRAVEL RATES:

The traveler may obtain a package travel rate for airfare, hotel, and/or rental car services for a combined rate of less than the individual rates pursuant to the category requirements above without penalty. The traveler may also participate in group lodging or rental car services for a combined rate of less than the individual per person rates pursuant to the category requirements without penalty.

TRAVEL REIMBURSEMENT FORM:

The traveler must use the current travel reimbursement form (http://cwww.co.fort-bend.tx.us/departments/auditor/auditor_forms.htm) for all travel related services addressed in this policy. No other expenditures may be submitted for reimbursement on the travel reimbursement form. After completing all required information, the travel form must be signed/dated by the traveler and the department head/elected official.

10/6/10

Physio-Control, Inc.

**STATEMENT OF INSURANCE
FOR MEDTRONIC, INC.**

DATE ISSUED: 18-Oct-2010

INSURED:

Physio-Control, Inc.

Medtronic, Inc.
710 Medtronic Parkway, LC310
Minneapolis, MN 55432

COVERAGES:

The policies of insurance and coverages listed below have been issued to the insured named to the left for the policy period indicated. The insurance afforded by these policies is subject to all of the terms, conditions and exclusions of the actual policies. This statement of insurance does not grant the recipient any rights under these policies. Limits shown may have been reduced by paid claims.

CARRIER	TYPE OF COVERAGE	COVERAGE PERIOD	LIMITS	
ACE USA (Ace American Insurance Company)	General Liability including products/completed operations, for worldwide operations Policy #SPL G24561288 001	5/1/10 - 5/1/12	Per Occurrence General Aggregate	\$5,000,000 \$5,000,000
ACE USA (Ace American Insurance Company)	Automobile Liability Hired, Non-owned and Owned Autos Policy #ISA H08589148	5/1/10 - 5/1/11	Combined Single Limit	\$1,000,000
ACE USA (Ace American Insurance Company)	Workers' Compensation* and Employers Liability Policy #WLR C46133602 Policy #SCF C46133626 Policy #WLR C46133638 Policy #WCU C46134345 Policy #SCF C4613364A *MN, AZ, WA self-insured	5/1/10 - 5/1/11	<u>Statutory Limits</u> -Each Accident -Each Emp. -Policy Limit	\$1,000,000 \$1,000,000 \$1,000,000

COMMENTS:

Waiver of Subrogation and/or additional insured status applies only if it is reflected in your written agreement with insured.

THIS STATEMENT ISSUED TO:

Fort Bend County EMS
4336 HWY 36
Rosenberg, TX 77471

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED COVERAGES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF WE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE STATEMENT HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.



Gary A. Nelson,
VP, Risk Mgmt & Legal Administrative Services