

**COOPERATIVE PURCHASING AGREEMENT  
BETWEEN  
THE TOWN OF FOUNTAIN HILLS  
AND  
ZOLL MEDICAL CORPORATION**

THIS COOPERATIVE PURCHASING AGREEMENT (this "Agreement") is entered into as of March 19, 2019, between the Town of Fountain Hills, an Arizona municipal corporation (the "Town"), and ZOLL Medical Corporation, a Massachusetts corporation (the "Contractor").

RECITALS

A. After a competitive procurement process, the City of Tucson, Arizona ("Tucson") entered into Contract No. 171769-01, dated September 18, 2017, as amended by that Amendment No. 1, dated March 12, 2018 (collectively, the "Tucson Contract"), for the provision of cardiac monitoring equipment, defibrillators, and related equipment and maintenance services. A copy of the Tucson Contract is attached hereto as Exhibit A and incorporated herein by reference, to the extent not inconsistent with this Agreement.

B. The Town is permitted, pursuant to Section 3-3-27 of the Town Code, to make purchases under the Tucson Contract, at its discretion and with the agreement of the awarded Contractor, and the Tucson Contract permits its cooperative use by other public entities, including the Town.

C. The Town and the Contractor desire to enter into this Agreement for the purpose of (i) acknowledging their cooperative contractual relationship under the Tucson Contract and this Agreement, (ii) establishing the terms and conditions by which the Town may purchase three defibrillators and related equipment and maintenance services (the "Materials and Services"), and (iii) setting the maximum aggregate amount to be expended pursuant to this Agreement related to the Materials and Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and the Contractor hereby agree as follows:

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until September 17, 2019 (the "Initial Term"), unless terminated as otherwise provided in this Agreement or the Tucson Contract. After the expiration of the Initial Term, this Agreement may be renewed for up to two successive one-year terms (each, a "Renewal Term") if: (i) it is deemed in the best interests of the Town, subject to availability and appropriation of funds for renewal in each subsequent year, (ii) the term of the Tucson Contract has not expired or has been extended, (iii) at least 30 days prior to the end of the then-current term

of this Agreement, the Contractor requests, in writing, to extend this Agreement for an additional one-year term and (iv) the Town approves the additional one-year term in writing (including any price adjustments approved as part of the Tucson Contract), as evidenced by the Town Manager's signature thereon, which approval may be withheld by the Town for any reason. The Contractor's failure to seek a renewal of this Agreement shall cause this Agreement to terminate at the end of the then-current term of this Agreement; provided, however, that the Town may, at its discretion and with the agreement of the Contractor, elect to waive this requirement and renew this Agreement. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

2. Scope of Work. Contractor shall provide the Town with the Materials and Services under the terms and conditions of the Tucson Contract and as more particularly set forth in the Contractor Proposal attached hereto as Exhibit B and incorporated herein by reference.

2.1 Inspection; Acceptance. All Materials and Services are subject to final inspection and acceptance by the Town. Materials failing to conform to the requirements of this Agreement and/or the Tucson Contract will be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. Upon discovery of non-conforming Materials or Services, the Town may return the Materials to the Contractor, after which the Contractor may elect to, at Contractor's sole discretion, repair, replace, or exchange the non-conforming product.

3. Compensation. The Town shall pay Contractor for the Materials and Services an aggregate amount not to exceed \$94,449.06 for the Materials and Services at the rates set forth in the Tucson Contract and as more particularly set forth in the Contractor Proposal.

4. Payments. The Town shall pay the Contractor Net 30 based upon receipt of conforming Materials and/or Services proper invoices. Each invoice shall (i) contain a reference to this Agreement and the Tucson Contract and (ii) document and itemize all work completed to date. The invoice statement shall include a record of materials shipped, time expended, and work performed in sufficient detail to justify payment. Additionally, invoices submitted without referencing this Agreement and the Tucson Contract will be subject to rejection and may be returned.

5. Records and Audit Rights. To ensure that the Contractor and its subcontractors are complying with the warranty under Section 6 below, Contractor's and its subcontractors' books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Contractor and its subcontractors' employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the Town, to the extent necessary to adequately permit evaluation of the Contractor's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in Section 6 below, once per year. To the extent necessary for the Town to audit Records as set forth in this Section, Contractor and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the Town shall have access to said Records, even

if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the Town to Contractor pursuant to this Agreement. Contractor and its subcontractors shall provide the Town with adequate and appropriate workspace so that the Town can conduct audits in compliance with the provisions of this Section. The Town shall give Contractor or its subcontractors reasonable advance notice of intended audits. Contractor shall require its subcontractors to comply with the provisions of this Section by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

6. E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Contractor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Contractor's or its subcontractors' failure to comply with such warranty shall be deemed a breach of this Agreement and may result in the termination of this Agreement by the Town.

7. Israel. Contractor certifies that it is not currently engaged in and agrees for the duration of this Agreement that it will not engage in a "boycott," as that term is defined in ARIZ. REV. STAT. § 35-393, of Israel.

8. Conflict of Interest. This Agreement may be canceled by the Town pursuant to ARIZ. REV. STAT. § 38-511.

9. Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Arizona and a suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.

10. Agreement Subject to Appropriation. The Town is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the Town's then current fiscal year. The Town's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the Town concerning budgeted purposes and appropriation of funds. Should the Town elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the Town shall be relieved of any subsequent obligation under this Agreement. The parties agree that the Town has no obligation or duty of good faith to budget or appropriate the payment of the Town's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. The Town shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The Town shall keep Contractor informed as to the availability of funds for this Agreement. The obligation of the Town to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the Town. Contractor hereby waives any and all rights to bring any claim against the Town from or relating in any way to the Town's termination of this Agreement pursuant to this section.

11. Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, the Contractor Proposal, the Tucson Contract, and invoices, the documents shall govern in the order listed herein. Notwithstanding the foregoing, and in conformity with Section 2 above, unauthorized exceptions, conditions, limitations or provisions in

conflict with the terms of this Agreement or the Tucson Contract (collectively, the “Unauthorized Conditions”), other than the Town’s project-specific requirements, are expressly declared void and shall be of no force and effect. Acceptance by the Town of any work order or invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Agreement or under the Tucson Contract shall not alter such terms and conditions or relieve Contractor from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Agreement.

12. Rights and Privileges. To the extent provided under the Tucson Contract, the Town shall be afforded all of the rights and privileges afforded to Mesa and shall be the “City” (as defined in the Tucson Contract) for the purposes of the portions of the Tucson Contract that are incorporated herein by reference.

13. Indemnification; Insurance. In addition to and in no way limiting the provisions set forth in Section 12 above, the Town shall be afforded all of the insurance coverage and indemnifications afforded to the City to the extent provided under the Tucson Contract, and such insurance coverage and indemnifications shall inure and apply with equal effect to the Town under this Agreement including, but not limited to, the Contractor’s obligation to provide the indemnification and insurance to the fullest extent.

14. Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (i) delivered to the party at the address set forth below, (ii) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (iii) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the Town:           Town of Fountain Hills  
16705 East Avenue of the Fountains  
Fountain Hills, Arizona 85268  
Attn: Grady E. Miller, Town Manager

With copy to:           Pierce Coleman PLLC  
4711 E. Falcon Drive, Suite 111  
Mesa, Arizona 85215  
Attn: Aaron D. Arnson, Town Attorney

If to Contractor:       ZOLL Medical Corporation  
269 Mill Road  
Chelmsford, Massachusetts 01824  
Attn: Contract Department

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received: (i) when delivered to the party, (ii) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (iii) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party’s counsel or other recipient, the provisions above

governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first set forth above.

**"Town"**

TOWN OF FOUNTAIN HILLS,  
an Arizona municipal corporation

OP  
3/7/19

  
\_\_\_\_\_  
Grady E. Miller, Town Manager

ATTEST:

  
\_\_\_\_\_  
Elizabeth A. Burke, Town Clerk

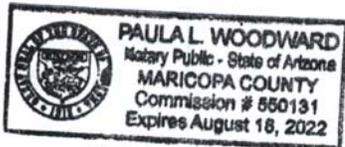
APPROVED AS TO FORM:

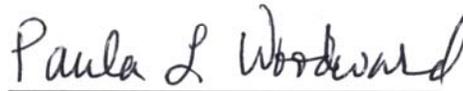
  
\_\_\_\_\_  
Aaron D. Arnson, Town Attorney

(ACKNOWLEDGEMENT)

STATE OF ARIZONA        )  
  ) ss.  
COUNTY OF MARICOPA    )

On April 3, 2019, before me personally appeared Grady E. Miller, the Town Manager of the TOWN OF FOUNTAIN HILLS, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the Town of Fountain Hills.



  
\_\_\_\_\_  
Notary Public

(Affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

**"Contractor"**

ZOLL MEDICAL CORPORATION,  
a(n) Massachusetts corporation

By: \_\_\_\_\_

Name: Michael Trotter

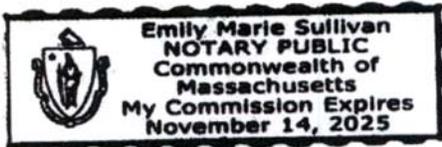
Its: VP of EMS Sales

(ACKNOWLEDGEMENT)

STATE OF Massachusetts  
) ss.

COUNTY OF Middlesex )

On March 11, 2019, before me personally appeared Michael Trotter,  
the VP of EMS Sales of ZOLL MEDICAL CORPORATION, a Massachusetts corporation,  
whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims  
to be, and acknowledged that he signed the above document, on behalf of the corporation.



(Affix notary seal here)

Emily Sullivan  
Notary Public

EXHIBIT A  
TO  
COOPERATIVE PURCHASING AGREEMENT  
BETWEEN  
THE TOWN OF FOUNTAIN HILLS  
AND  
ZOLL MEDICAL CORPORATION

[Tucson Contract]

See following pages.

Complete copy of Tucson  
Contract in file with  
paper record.



**Business Associate Agreement  
Between  
The City of Tucson and ZOLL Data Systems, Inc.**

This Agreement is entered into between the City of Tucson (hereinafter "Covered Entity" or "City of Tucson") and ZOLL Data Systems Inc. (hereinafter "Business Associate" or "BA").

This Agreement is incorporated into all existing and current contract(s) between the parties (the "Underlying Contract(s)") under which Business Associate is carrying out activities or functions involving the use of protected health information (PHI), as this term is defined in 45 CFR Parts 160 and 164, and it replaces any prior agreement(s) entered concerning such PHI. Business Associates must comply with all requirements for protecting PHI under federal Privacy and Information Security regulations and are subject to the application of civil and criminal penalties under sections 1176 and 1177 of the Social Security Act. Covered Entity is committed to providing high quality patient care, education, and research. In furtherance of its mission, Covered Entity wishes to conduct transactions involving the disclosure of PHI to Business Associate for the purpose of conducting the activities set forth in the Underlying Contract(s).

Some or all of the information to be disclosed is required by law to be protected against unauthorized use, disclosure, modification or loss. In order to comply with applicable legal requirements for the protection of information, the parties agree as follows:

**A. ALLOWABLE USES OF PHI**

Only the minimum necessary PHI to accomplish the intended purpose of this agreement can be used or disclosed only for the following purposes:

1. Support of the TFD RescueNet suite of applications.

2. \_\_\_\_\_

**B. OBLIGATIONS OF BUSINESS ASSOCIATE**

**Section 1. Safeguarding Information.**

A. Business Associate shall only use, store, disclose, or access PHI:

(1) In accordance with, and only to the extent permissible under the Underlying Contract; and

(2) In full compliance with any and all applicable laws, regulations, rules or standards, including, but without limitation, FERPA, HIPAA, the Gramm-Leach-Bliley Financial Services Modernization Act (GLB), the Federal Trade Commission Identity Theft Rules, the Export Administration Regulations (EAR), the International Traffic in Arms Regulations (ITAR), and the Social Security Act, RCW 19.255.010 and RCW 42.56.590.

B. Business Associate shall have in place policies and procedures to implement and maintain all safeguards necessary to ensure the confidentiality, availability, and integrity of all Covered Entity data. Such safeguards shall include as deemed appropriate by Business Associate, and without limitation, use of: policies and procedures to prevent any unauthorized use or disclosure of, or access to, PHI; restrictions on administrative access to PHI; system firewalls, secure network and transfer protocols such as Secure Socket Shell (SSH), Secure Copy Protocol (SCP), Hyper-Text Transfer Protocol over Secure Sockets Layer (HTTPS), or Internet Protocol Security (IPSec); industry compliant network authentication protocols such as Kerberos or Lightweight Directory Access Protocol (LDAP); encryption; regular and timely system upgrades, including implementation of security patches; disk quotas to ensure system availability; logging in accordance with City of Tucson specifications (as communicated by City of Tucson to Business Associate in writing), maintenance of logs on centralized servers; and backup systems for disaster recovery, security, and forensics purposes.

#### **Section 2. Use or disclosure of Protected Health Information.**

Business Associate shall not use or disclose PHI received from Covered Entity in any manner that would constitute a violation of federal law, including but not limited to the Health Insurance Portability and Accountability Act of 1996 and any regulations enacted pursuant to its provisions ("HIPAA Standards"), or applicable provisions of Arizona state law. Business Associate shall ensure that any use or disclosure by its directors, officers, employees, contractors, and agents of PHI received from Covered Entity, or created or received on behalf of Covered Entity is in accordance with the provisions of this Agreement and applicable federal and state law. Business Associate shall not use or disclose PHI in any manner other than that permitted or required by the Covered Entity for the purpose of accomplishing services to or on behalf of Covered Entity in accordance with the Underlying Contracts. Notwithstanding the foregoing, Business Associate may use and disclose PHI for the proper management and administration of the Business Associate and to carry out its legal responsibilities; provided that such disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached. In addition, Business Associate may use or disclose PHI received or created by it to provide data aggregation functions to Covered Entity as permitted by HIPAA Standards.

#### **Section 3. Reporting of Unauthorized Use or Disclosure of PHI.**

Business Associate shall, within five (5) business days of becoming aware of an unauthorized use or disclosure of PHI by Business Associate, its officers, directors, employees, contractors, agents or by a third party to which Business Associate disclosed PHI, report any such disclosure to Covered Entity. Such notice shall be made to the following:

The City Attorney  
City of Tucson  
255 West Alameda Street  
Tucson, AZ 85701

**Section 4. Agreements by Third Parties.**

Business Associate shall obtain satisfactory assurances from any agent or subcontractor who will have access to PHI that is received from Covered Entity, or created or received on behalf of the Covered Entity, and shall ensure that the agent or subcontractor agrees to be bound by the same restrictions, terms and conditions that apply to Business Associate through this Agreement with respect to PHI. Business Associate shall require that any agent or subcontractor notify Business Associate of any instances in which PHI is used or disclosed in an unauthorized manner. Business Associate agrees to notify Covered Entity of any such unauthorized use or disclosure. Business Associate shall take steps to cure the breach of confidentiality and end the violation, or shall terminate the agency agreement or subcontract.

**Section 5. Access to Information.**

If Business Associates maintains Designated Record Set (DRS) documentation on behalf of Covered Entity, Business Associate agrees to provide access to the documentation maintained by the Covered Entity. Business Associate shall make available to Covered Entity such information for so long as it is maintained. If any individual requests access to PHI directly from Business Associate, Business Associate shall forward such request to the Covered Entity. Business Associate shall not deny any individual's request for access to the individual's PHI. A denial of access to PHI requested is the responsibility of the Covered Entity.

**Section 6. Availability of PHI for Amendment.**

Within five (5) business days of a request from Covered Entity for the amendment of an individual's PHI or a record regarding an individual contained in a DRS (for so long as the PHI is maintained in the DRS), Business Associate shall provide such information to Covered Entity for amendment and incorporate any such amendments in the PHI as required by 45 C.F.R. §164.526.

**Section 7. Accounting of Disclosures.**

Business Associate agrees to implement an appropriate record keeping and reporting process to enable it to provide the following information regarding disclosures of PHI: (i) the date of the disclosure, (ii) the name of the entity or person who received the PHI, and if known, the address of such entity or person, (iii) a brief description of the PHI disclosed,

and (iv) a brief statement of the purpose of such disclosure which includes an explanation of the basis for such disclosure. If Business Associate receives a request for an accounting of disclosures, Business Associate shall forward such request to Covered Entity within a reasonable time frame to allow Covered Entity to prepare and deliver any required accounting of disclosures.

**Section 8. Restrictions on Certain Disclosure of Health Information.**

Business Associate agrees to restrict the disclosure of the protected health information of an individual, if Covered Entity agrees to a requested restriction by an individual. If Business Associate receives a request for a restriction, Business Associate shall forward such request to Covered Entity within five business days to allow Covered Entity to respond to the requested restriction.

**Section 9. Availability of Books and Records.**

Business Associate agrees to make its internal practices, books and records relating to the use and disclosure of PHI received from Covered Entity, or created or received on behalf of Covered Entity, available to the Secretary of the U.S. Department of Health and Human Services for purposes of determining Covered Entity's and Business Associate's compliance with the HIPAA Standards. Business Associate shall provide to Covered Entity a copy of any documentation that Business Associate provides to the Secretary within five business days, which documentation and information contained therein shall be kept strictly confidential by Covered Entity.

**Section 10. Return or Destruction of Information.**

At the termination of the Underlying Contract(s), Business Associate shall return or destroy all PHI received from Covered Entity, or created or received on behalf of Covered Entity, that Business Associate maintains in any form. Business Associate will retain no copies of PHI. If Business Associate determines that return or destruction of any PHI is not feasible, Business Associate shall notify Covered Entity of the reasons why return or destruction is not feasible. If destruction or return of PHI is not feasible, Business Associate shall not use PHI received from Covered Entity, or created or received on behalf of Covered Entity, in a manner other than those permitted or required by state and federal laws or for the purposes described herein.

**Section 11. Electronic Protected Health Information ("ePHI").**

If Business Associate creates, receives, maintains or transmits ePHI on behalf of Covered Entity, Business Associate agrees to (1) implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of Covered Entity's ePHI in accordance with Sections 164.308, 164.310, 164.312, and 164.316 of title 45, Code of Federal Regulations; (2) ensure that any third party agent or subcontractor who receives Covered Entity's ePHI from Business Associate agrees to implement equivalent administrative, physical and technical safeguards; and (3) deploy appropriate safeguards to implement the Secretary of Health and Human Services' annual guidance on the most effective and appropriate technical safeguards for use in

carrying out security standards; and (4) report any security incidents involving Covered Entity's ePHI within five business days of discovery.

Section 12. Potential Breach of PHI.

A. If Business Associate has reason to believe that personal information or PHI transmitted pursuant to this Agreement may have been accessed, disclosed, or acquired without proper authorization, Business Associate will, within fifteen business days of discovery, give City of Tucson notice and use commercially reasonable efforts to take actions as may be necessary to identify, mitigate and remediate the cause of the breach. A breach shall be treated as discovered by the BA as of the first day on which such breach is known to the BA, (including any person, other than the individual committing the breach, that is an employee, officer, or other agent of the BA) or should reasonably have been known to the BA (or person referenced above) to have occurred. Business Associate shall use commercially reasonable efforts to mitigate and remediate any unauthorized access and shall devote such resources as may be reasonably practicable to accomplish that goal. The BA shall cooperate with all Covered Entity efforts, including providing any and all information necessary to enable Covered Entity to fully understand the nature and scope of the unauthorized access, including but not limited to identification of each individual whose unsecured PHI has been, or is reasonably believed to have been, accessed, acquired, or disclosed during the breach.

B. To the extent City of Tucson deems warranted, City of Tucson may provide notice to any or all individuals affected by any unauthorized access, whose personal and/or PHI may have been improperly accessed or disclosed that was not protected according to the Secretary of Health and Human Services' annual guidance on the most effective and appropriate technical safeguards for use in carrying out security standards. In the event that the Business Associate's assistance is required to reinstall software, such assistance shall be provided at no cost to Covered Entity and in accordance with the Covered Entity's policies and standards. Business Associate must coordinate with City of Tucson any public notification to any individual, media outlet, or the Secretary of Health and Human Services.

If City of Tucson determines that notification is required, the BA will supply City of Tucson Compliance with the following information:

- (1) A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known.
- (2) A description of the types of unsecured protected health information that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code).
- (3) A brief description of what the BA is doing to investigate the breach, to mitigate losses, and to protect against any further breaches.

C. Business Associate shall indemnify, hold harmless, and defend City of Tucson from and against any penalties, loss, liability, damage, costs, or expenses, including but not limited to reasonable attorneys' fees, arising from or pertaining to third-party claims or actions arising from Business Associate's breach of this agreement or the violation by Business Associate of any state or federal law applicable to the use, disclosure or protection of personal information or PHI.

D. City of Tucson has the right, at any time, to monitor, audit, and review activities and methods in implementing this Agreement in order to assure compliance therewith, within the limits of Business Associate's technical capabilities.

### C. Miscellaneous.

#### Section 13. Limitation on Liability.

In no event will Business Associate be liable hereunder for any consequential, indirect, exemplary, special, punitive or incidental damages, including any lost data, lost profits, and costs of procurement of substitute goods or services, arising from or relating to this Agreement; however caused and under any theory of liability (including negligence), even if Business Associate has been advised of the possibility of such damages.

#### Section 14. Termination.

Notwithstanding any provision to the contrary in the Underlying Contract(s), Covered Entity may terminate its participation in the Underlying Contract(s) immediately upon written notice to Business Associate without liability for such termination, in the event that Covered Entity determines that Business Associate has violated a material provision of this Agreement.

#### Section 15. De-identified Health Information.

Business Associate may de-identify any and all PHI and may create a "Limited Data Set" in accordance with 45 C.F.R. § 164.514(b)&(e). Covered Entity acknowledges and agrees that de-identified information is not PHI and that Business Associate may use such de-identified information for any lawful purpose. Use or disclosure of a Limited Data Set must comply with 45 CFR 164.514(e).

#### Section 16. Third Party Beneficiaries.

Nothing in this Addendum is intended to create any third party beneficiaries.

#### Section 17. Definitions.

**Personal Information** means an individual's first name or first initial and last name in combination with any one or more of the following data elements, when either the name or the data elements are not encrypted:

- (a) Social security number;
- (b) Driver's license number or Arizona identification card number; or





**TO: Fountain Hills Fire Department**  
 16426 E Palisades Boulevard  
 Fountain Hills, AZ 85268

Attn: **Jason Payne**

email: [jpayne@fh.az.gov](mailto:jpayne@fh.az.gov)

Tel: 602-541-4742

**ZOLL Medical Corporation**

Worldwide HeadQuarters  
 269 Mill Rd  
 Chelmsford, Massachusetts 01824-4105  
 (978) 421-9655 Main  
 (800) 348-9011  
 (978) 421-0015 Customer Support  
 FEDERAL ID#: 04-2711626

**QUOTATION 293815 V:1**

DATE: December 11, 2018

TERMS: Net 30 Days

FOB: Shipping Point

FREIGHT: Prepay and Add

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
1	601-2231011-01	<p><b>X Series ® Manual Monitor/Defibrillator \$14,995</b>            with 4 trace tri-mode display monitor/ defibrillator/ printer,            comes with Real CPR Help®, advisory algorithm, advanced communications package (Wi-Fi, Bluetooth, USB cellular modem capable) USB data transfer capable and large 6.5"( 16.5cm) diagonal screen, full 12 ECG lead view with both dynamic and static 12-lead mode display.</p> <p><b>Accessories Included:</b></p> <ul style="list-style-type: none"> <li>• MFC cable</li> <li>• MFC CPR connector</li> <li>• A/C power adapter/ battery charger</li> <li>• A/C power cord</li> <li>• One (1) roll printer paper</li> <li>• 6.6 Ah Li-ion battery</li> <li>• Carry case</li> <li>• Declaration of Conformity</li> <li>• Operator's Manual</li> <li>• Quick Reference Guide</li> </ul> <p>• <b>One (1)-year EMS warranty</b></p> <p><b>Advanced Options:</b>  <b>Real CPR Help Expansion Pack \$995</b>            CPR Dashboard quantitative depth and rate in real time, release indicator, interruption timer, perfusion performance indicator (PPI)</p> <ul style="list-style-type: none"> <li>• See - Thru CPR artifact filtering</li> </ul>	3	\$40,020.00	\$28,434.00	\$85,302.00 *

To the extent that ZOLL and Customer, or Customer's Representative have negotiated and executed overriding terms and conditions ("Overriding T's & C's"), those terms and conditions would apply to this quotation. In all other cases, this quote is made subject to ZOLL's Standard Commercial Terms and Conditions ("ZOLL T's & C's") which for capital equipment, accessories and consumables can be found at <http://www.zoll.com/GTC> and for software products can be found at <http://www.zoll.com/SSPTC> and for hosted software products can be found at <http://www.zoll.com/SSHTC>. Except in the case of overriding T's and C's, any Purchase Order ("PO") issued in response to this quotation will be deemed to incorporate ZOLL T's & C's, and any other terms and conditions presented shall have no force or effect except to the extent agreed in writing by ZOLL.

Barry Herbert  
 Territory Manager  
 480-793-1388

1. DELIVERY WILL BE MADE 120-150 DAYS AFTER RECEIPT OF ACCEPTED PURCHASE ORDER.
- 2. PRICES QUOTED ARE VALID UNTIL DECEMBER 31, 2018.**
3. APPLICABLE TAX, SHIPPING & HANDLING WILL BE ADDED AT THE TIME OF INVOICING.
4. ALL PURCHASE ORDERS ARE SUBJECT TO CREDIT APPROVAL BEFORE ACCEPTABLE BY ZOLL.
5. FORWARD PURCHASE ORDER AND QUOTATION TO ZOLL CUSTOMER SUPPORT AT [esales@zoll.com](mailto:esales@zoll.com) OR FAX TO 978-421-0015.
6. ALL DISCOUNTS OFF LIST PRICE ARE CONTINGENT UPON PAYMENT WITHIN AGREED UPON TERMS.
7. PLACE YOUR ACCESSORY ORDERS ONLINE BY VISITING [www.zollwebstore.com](http://www.zollwebstore.com).



**TO: Fountain Hills Fire Department**  
 16426 E Palisades Boulevard  
 Fountain Hills, AZ 85268

Attn: **Jason Payne**

email: [jpayne@fh.az.gov](mailto:jpayne@fh.az.gov)

Tel: 602-541-4742

**ZOLL Medical Corporation**

Worldwide HeadQuarters  
 269 Mill Rd  
 Chelmsford, Massachusetts 01824-4105  
 (978) 421-9655 Main  
 (800) 348-9011  
 (978) 421-0015 Customer Support  
 FEDERAL ID#: 04-2711626

**QUOTATION 293815 V:1**

DATE: December 11, 2018

TERMS: Net 30 Days

FOB: Shipping Point

FREIGHT: Prepay and Add

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
		<b>ZOLL Noninvasive Pacing Technology: \$2,550</b>  <b>Masimo Pulse Oximetry</b>  <b>SP02 &amp; SpCO \$4,540</b> • Signal Extraction Technology (SET) • Rainbow SET ( for SpCO & SpMet)  <b>NIBP Welch Allyn includes: \$3495</b> • Smartcuff 10 foot Dual Lumen hose • SureBP Reusable Adult Medium Cuff  <b>End Tidal Carbon Dioxide monitoring (ETCO2) \$4,995</b> <b>Oridion Microstream Technology:</b> Order required Microstream tubing sets separately  <b>Interpretative 12- Lead ECG: \$8,450</b> • 12-Lead one step ECG cable- includes 4- Lead limb lead cable and removable precordial 6- Lead set				
2	8300-0500-01	<b>SurePower 4 Bay Charging System including 4 Battery Charging adapters</b>	2	\$2,583.00	\$1,808.10	\$3,616.20 *
3	8000-0580-01	<b>Six hour rechargeable Smart battery</b>	6	\$495.00	\$346.50	\$2,079.00 *

To the extent that ZOLL and Customer, or Customer's Representative have negotiated and executed overriding terms and conditions ("Overriding T's & C's"), those terms and conditions would apply to this quotation. In all other cases, this quote is made subject to ZOLL's Standard Commercial Terms and Conditions ("ZOLL T's & C's") which for capital equipment, accessories and consumables can be found at <http://www.zoll.com/GTC> and for software products can be found at <http://www.zoll.com/SSPTC> and for hosted software products can be found at <http://www.zoll.com/SSHTC>. Except in the case of overriding T's and C's, any Purchase Order ("PO") issued in response to this quotation will be deemed to incorporate ZOLL T's & C's, and any other terms and conditions presented shall have no force or effect except to the extent agreed in writing by ZOLL.

Barry Herbert  
 Territory Manager  
 480-793-1388

1. DELIVERY WILL BE MADE 120-150 DAYS AFTER RECEIPT OF ACCEPTED PURCHASE ORDER.
2. PRICES QUOTED ARE VALID UNTIL DECEMBER 31, 2018.
3. APPLICABLE TAX, SHIPPING & HANDLING WILL BE ADDED AT THE TIME OF INVOICING.
4. ALL PURCHASE ORDERS ARE SUBJECT TO CREDIT APPROVAL BEFORE ACCEPTABLE BY ZOLL.
5. FORWARD PURCHASE ORDER AND QUOTATION TO ZOLL CUSTOMER SUPPORT AT [esales@zoll.com](mailto:esales@zoll.com) OR FAX TO 978-421-0015.
6. ALL DISCOUNTS OFF LIST PRICE ARE CONTINGENT UPON PAYMENT WITHIN AGREED UPON TERMS.
7. PLACE YOUR ACCESSORY ORDERS ONLINE BY VISITING [www.zollwebstore.com](http://www.zollwebstore.com).



**TO: Fountain Hills Fire Department**  
 16426 E Palisades Boulevard  
 Fountain Hills, AZ 85268

Attn: **Jason Payne**

email: [jpayne@fh.az.gov](mailto:jpayne@fh.az.gov)

Tel: 602-541-4742

**ZOLL Medical Corporation**

Worldwide HeadQuarters  
 269 Mill Rd  
 Chelmsford, Massachusetts 01824-4105  
 (978) 421-9655 Main  
 (800) 348-9011  
 (978) 421-0015 Customer Support  
 FEDERAL ID#: 04-2711626

**QUOTATION 293815 V:1**

DATE: December 11, 2018

TERMS: Net 30 Days

FOB: Shipping Point

FREIGHT: Prepay and Add

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE	
4	8000-0341	SpO2/SpCO/SpMet Rainbow Resuable Patient Cable: Connects to Single Use Sensors (4 ft)	3	\$245.00	\$171.50	\$514.50	*
5	8000-000371	SpO2/SpCO/SpMet Rainbow DCI Adult Reusable Sensor with connector (3 ft)	3	\$845.00	\$591.50	\$1,774.50	*
6	8000-0895	Cuff Kit with Welch Allyn Small Adult, Large Adult and Thigh Cuffs	3	\$157.50	\$110.25	\$330.75	**
7	8009-0020	CPR-D Padz and CPR Stat Padz Connector for R Series	3	\$375.00	\$262.50	Optional	*
8	8300-000676	OneStep Cable, X Series	3	\$425.00	\$297.50	\$892.50	*
9	8900-000220-01	OneStep Pediatric CPR Electrode (8 per case)	1	\$650.00	\$445.00	\$445.00	*
10	8900-0400	CPR stat*padz HVP Multi-Function CPR Electrodes - 8 pair/case	1	\$560.00	\$392.00	\$392.00	*
11	8000-000535-01	Multi- Tech Cell Modem, External Antenna Kit, CDMA (reference: 9355-000384, MTC-EV3-BO3-N3-ZOLL), Loaner (includes a no charge upgrade to 4G)	3	\$895.00	\$626.50	\$1,879.50	**

To the extent that ZOLL and Customer, or Customer's Representative have negotiated and executed overriding terms and conditions ("Overriding T's & C's"), those terms and conditions would apply to this quotation. In all other cases, this quote is made subject to ZOLL's Standard Commercial Terms and Conditions ("ZOLL T's & C's") which for capital equipment, accessories and consumables can be found at <http://www.zoll.com/GTC> and for software products can be found at <http://www.zoll.com/SSPTC> and for hosted software products can be found at <http://www.zoll.com/SSHTC>. Except in the case of overriding T's and C's, any Purchase Order ("PO") issued in response to this quotation will be deemed to incorporate ZOLL T's & C's, and any other terms and conditions presented shall have no force or effect except to the extent agreed in writing by ZOLL.

Barry Herbert  
 Territory Manager  
 480-793-1388

1. DELIVERY WILL BE MADE 120-150 DAYS AFTER RECEIPT OF ACCEPTED PURCHASE ORDER.
2. **PRICES QUOTED ARE VALID UNTIL DECEMBER 31, 2018.**
3. APPLICABLE TAX, SHIPPING & HANDLING WILL BE ADDED AT THE TIME OF INVOICING.
4. ALL PURCHASE ORDERS ARE SUBJECT TO CREDIT APPROVAL BEFORE ACCEPTABLE BY ZOLL.
5. FORWARD PURCHASE ORDER AND QUOTATION TO ZOLL CUSTOMER SUPPORT AT [esales@zoll.com](mailto:esales@zoll.com) OR FAX TO 978-421-0015.
6. ALL DISCOUNTS OFF LIST PRICE ARE CONTINGENT UPON PAYMENT WITHIN AGREED UPON TERMS.
7. PLACE YOUR ACCESSORY ORDERS ONLINE BY VISITING [www.zollwebstore.com](http://www.zollwebstore.com).



**TO: Fountain Hills Fire Department**  
 16426 E Palisades Boulevard  
 Fountain Hills, AZ 85268

Attn: **Jason Payne**

email: [jpayne@fh.az.gov](mailto:jpayne@fh.az.gov)

Tel: 602-541-4742

**ZOLL Medical Corporation**

Worldwide HeadQuarters  
 269 Mill Rd  
 Chelmsford, Massachusetts 01824-4105  
 (978) 421-9655 Main  
 (800) 348-9011  
 (978) 421-0015 Customer Support  
 FEDERAL ID#: 04-2711626

**QUOTATION 293815 V:1**

DATE: December 11, 2018

TERMS: Net 30 Days

FOB: Shipping Point

FREIGHT: Prepay and Add

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE	
12	8778-0106	3 Year Extended Warranty (at time of equipment sale)	3	\$2,730.00	\$2,730.00	\$8,190.00	
13	8778-0116	3 Year, 1 Preventative Maintenance (at time of equipment sale)	3	\$690.00	\$690.00	\$2,070.00	
14	7800-0214	MRX Biphasic w/Pacing, 12 lead + 3 parameters Trade-In	3		(\$4,500.00)	(\$13,500.00) ***	
15		Estimated Sales Tax at 8.9%				\$8,653.11	
<p>*Reflects City of Tucson Contract Pricing.</p> <p>**Reflects Discount Pricing.</p> <p>***Trade-In Value valid if all equipment purchased is in good operational and cosmetic condition, and includes all standard accessories. Customer assumes responsibility for shipping trade-in equipment to ZOLL Chelmsford within 60 days of receipt of new equipment. Customer agrees to pay cash value for trade-in equipment not shipped to ZOLL on a timely basis.</p> <p>***Trade value guaranteed only through December 31, 2018.</p>							
						<b>TOTAL</b>	<b>\$94,449.06</b>

To the extent that ZOLL and Customer, or Customer's Representative have negotiated and executed overriding terms and conditions ("Overriding T's & C's"), those terms and conditions would apply to this quotation. In all other cases, this quote is made subject to ZOLL's Standard Commercial Terms and Conditions ("ZOLL T's & C's") which for capital equipment, accessories and consumables can be found at <http://www.zoll.com/GTC> and for software products can be found at <http://www.zoll.com/SSPTC> and for hosted software products can be found at <http://www.zoll.com/SSHTC>. Except in the case of overriding T's and C's, any Purchase Order ("PO") issued in response to this quotation will be deemed to incorporate ZOLL T's & C's, and any other terms and conditions presented shall have no force or effect except to the extent agreed in writing by ZOLL.

Barry Herbert  
 Territory Manager  
 480-793-1388

- DELIVERY WILL BE MADE 120-150 DAYS AFTER RECEIPT OF ACCEPTED PURCHASE ORDER.
- PRICES QUOTED ARE VALID UNTIL DECEMBER 31, 2018.**
- APPLICABLE TAX, SHIPPING & HANDLING WILL BE ADDED AT THE TIME OF INVOICING.
- ALL PURCHASE ORDERS ARE SUBJECT TO CREDIT APPROVAL BEFORE ACCEPTABLE BY ZOLL.
- FORWARD PURCHASE ORDER AND QUOTATION TO ZOLL CUSTOMER SUPPORT AT [esales@zoll.com](mailto:esales@zoll.com) OR FAX TO 978-421-0015.
- ALL DISCOUNTS OFF LIST PRICE ARE CONTINGENT UPON PAYMENT WITHIN AGREED UPON TERMS.
- PLACE YOUR ACCESSORY ORDERS ONLINE BY VISITING [www.zollwebstore.com](http://www.zollwebstore.com).