

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2015 – 178

By: Mayor Perciak and Mr. DeMio

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO AN AGREEMENT WITH PHYSIO-CONTROL, INC. FOR THE INSPECTION, SUPPORT AND SERVICING OF CERTAIN FIRE DEPARTMENT LIFE-SAVING EQUIPMENT, WITHOUT PUBLIC BIDDING, AND DECLARING AN EMERGENCY.

WHEREAS, the mission of the City of Strongsville Fire and Emergency Services is to protect the lives, property and environment of the people who live, work and travel in Strongsville, with the utmost dedication and commitment to the safety of its residents and businesses; and

WHEREAS, the City of Strongsville Fire and Emergency Services had previously entered into a service agreement with Physio-Control, Inc. for the inspection, support and servicing of certain life-saving equipment such as cardiac monitors/defibrillators, AEDs and LUCAS chest compression devices; and

WHEREAS, Physio-Control, Inc. has consistently provided the City's Fire and Emergency Services with on-site preventative maintenance services, software updates, overall excellent customer service in response to service calls, with prompt replacement of parts and equipment, all of which are included in such service agreement; and

WHEREAS, Physio-Control, Inc. is the unique and sole source provider of such services and equipment, and they do not authorize or train third parties to service their products, and therefore, it is immediately necessary to enter into a new Technical Service Support Agreement with such firm for a four-year period; and

WHEREAS, the pricing contains discounts and is fair and reasonable.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA AND STATE OF OHIO, BY UNANIMOUS AFFIRMATIVE VOTE:

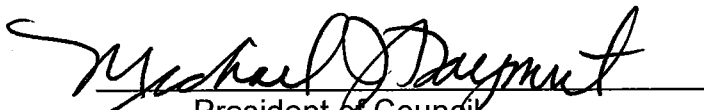
Section 1. That this Council finds and determines, as set out in Article V, §5 of the Charter, that there is an immediate and present emergency in the operation of the City of Strongsville Fire and Emergency Services Department, in that it is immediately necessary to enter into an agreement, without public bidding, with **PHYSIO-CONTROL, INC.**, in order for the City's Fire and Emergency Services Department to continue to utilize Physio-Control, Inc. and its specialized and various unique inspection, support and servicing of certain life-saving equipment, in order to protect the health, safety, welfare and property of individuals traversing through and living within the City.

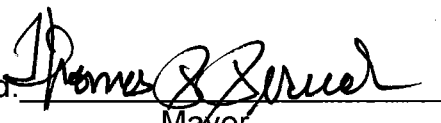
Section 2. That for the reasons aforesaid, Council hereby authorizes and directs the Mayor to enter into a new Technical Service Support Agreement, without public bidding, with Physio-Control, Inc., in an amount not to exceed \$63,769.95 for a period of four (4) years, commencing retroactive to September 1, 2015, a copy of which Agreement is attached hereto as Exhibit A, and incorporated herein as if fully rewritten, and in a form satisfactory to the Law Director.

Section 3. That the funds for the purpose of such Agreement have been appropriated for 2015 and shall be paid from the Emergency Vehicle Fund.

Section 4. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council; and that all deliberations of this Council, and any of its committees, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 5. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare, and for the further reason that it is immediately necessary to enter into a renewal of the aforesaid agreement in order for the Strongsville Fire and Emergency Services Department to continue to utilize this unique company for service and support of its life-saving equipment to protect the health, safety, welfare and property of residents and businesses in the City, and to conserve public funds. Therefore, provided this Ordinance receives the unanimous affirmative vote of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor.


President of Council

Approved: 
Mayor

Date Passed: September 8, 2015

Date Approved: September 9, 2015

	<u>Yea</u>	<u>Nay</u>
Carbone	☒	☐
Daymut	☒	☐
DeMio	☒	☐
Dooner	☒	☐
Maloney	☒	☐
Schonhut	☒	☐
Southworth	☒	☐

Attest: 
Clerk of Council

ORD. No. 2015-178 Amended: _____
1st Rdg. 09-08-15 Ref: _____
2nd Rdg. Suspended Ref: _____
3rd Rdg. Suspended Ref: _____

Pub Hrg. _____ Ref: _____
Adopted: 09-08-15 Defeated: _____

TECHNICAL SERVICE SUPPORT AGREEMENT

**PHYSIO
CONTROL**

Contract Number:

End User # 03109701
STRONGSVILLE FD
17000 PROSPECT RD
STRONGSVILLE, OH 44149

Bill To # 03109701
STRONGSVILLE FD
17000 PROSPECT RD
STRONGSVILLE, OH 44149

This Technical Service Support Agreement begins on 9/1/2015 and expires on 8/31/2019.

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 \$63,769.95 per term, payable in Annual installments.

Special Terms

15% DISCOUNT ON ACCESSORIES
15% DISCOUNT ON ALL ELECTRODES
PO Required to book
Agreement must be returned signed by 2/28/16 to maintain 5% discount
Invoice Estimations (tax not included):
9/1/15: \$13,119.00 2/29/16: \$2,244.45 9/1/16: \$16,996.50
9/1/17: \$16,996.50 9/1/18: \$14,413.50

Accepted: Physio-Control, Inc.

By:

Title:

Date:

Customer: City of Strongsville

By:

Print: Thomas P. Perciak

Title: Mayor

Date:

Purchase Order Number:

Territory Rep: EALL53
BRENT RIEMAN
Phone: 800-442-1142 x72557
FAX: 800-772-3340

Customer Contact:
Chief of Police: Jack Draves
Phone: 440-580-3210
FAX:

Reference Number: SC-1912
Printed: 8/17/2015

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Ex. 1

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

Customer's signature on this Agreement or a valid purchase order referencing this Technical Service Support Agreement is required prior to Physio-Control's acceptance and performance of this Agreement. This Agreement covers only the equipment listed on Schedule A ("Covered Equipment"). These terms constitute the complete agreement between the parties and they shall govern over any other documents, including Customer's purchase order. These terms may not be revised in any manner without the prior written consent of Physio-Control.

SERVICES. The Services provided under this Agreement are set forth on Schedule A. Physio-Control strives, but does not guarantee, to return service calls within two (2) hours and to resolve service issues within twenty-four (24) hours. Following Services, Physio-Control will provide Customer with a written report of actions taken or recommended and identification of any materials replaced or recommended for replacement. The following Services are available and further described as they relate to each specific Physio-Control device on Schedule B:

"Repair Plus Service" or "Repair Only Service" means repairs, Battery Replacement Service, parts and labor necessary to restore Covered Equipment to original specifications, subject to Exclusions (as set forth below).

"Preventative Maintenance" or "Inspection Only Service" means inspection and adjustment to maintain Covered Equipment in satisfactory operating condition. Inspections include tests, measurements, and a thirty-point evaluation of Covered Equipment. Covered Equipment is properly calibrated, mechanical operations are checked and adjusted, if necessary, and output measurements are verified to function properly. Electrical safety checks are also performed in accordance with National Fire Protection Association (NFPA) guidelines. Preventative Maintenance and Inspection Only Service are subject to Exclusions.

"Comprehensive Service" or "Repair & Inspect Service" means repairs, Battery Replacement Service, parts and labor necessary to restore Covered Equipment to original specifications, and inspections to verify proper device calibration, mechanical operations and output measurements, electrical safety check in accordance with NFPA guidelines, and Updates (as set forth below), subject to Exclusions.

"Battery Replacement Service" means replacement of batteries on a one-for-one, like-for-like basis, up to the number of batteries and/or devices listed in Schedule A. Only batteries manufactured or distributed by Physio-Control are eligible for replacement. Battery replacement is available upon Customer notification to Physio-Control of the occurrence of: (i) battery failure as determined by Customer's performance testing and evaluation in accordance with the applicable Operating Instructions; or (ii) as recommended in the applicable device's Operating Instructions.

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 a replacement battery, the battery being replaced shall become the property of Physio-Control, and Customer must return the battery being replaced to Physio-Control for proper disposal. In the event that Physio-Control does not receive the battery being replaced, Physio-Control will invoice Customer the then-current rate for the replacement battery.

"On-Site Service" means that a Physio-Control factory-trained technician will provide Services at Customer's location. Services will be performed between 8:00am and 5:00pm local time, Monday through Friday, excluding holidays. Customer is to ensure Covered Equipment is available for Services at scheduled times. Some Services may not be completed On-Site. Physio-Control will cover travel and/or round-trip freight for Covered Equipment that must be sent to our designated facility for repair.

"Ship-In Service" means that Services will be performed at Physio-Control's designated facility. Physio-Control will cover round-trip freight for Covered Equipment that is sent to our designated facility for Services.

If Covered Equipment is not available when Services are scheduled or Customer requests services or goods not covered by this Agreement or outside of designated Services frequency or hours, Physio-Control will charge Customer for such services at 10% off Physio-Control's standard rates (including overtime, if appropriate) and applicable travel costs in addition to the contract price. Repair parts required for such repairs will be made available at 15% off the then-current list price.

EXCLUSIONS. Unless otherwise specified, Services do not include the following Exclusions:

- supply or repair of accessories or disposables
- repair of damage caused by misuse, abuse, abnormal operating conditions, operator errors, acts of God, and use of batteries, electrodes, or other products not distributed by Physio-Control
- case changes
- repair or replacement of items not originally distributed or installed by Physio-Control
- Upgrades, and installation of Upgrades
- battery maintenance, performance testing, evaluation, removal, and recycling

LOANERS. If Covered Equipment must be removed from use to complete Services, Physio-Control will strive to provide Customer with a similar loaner device until the Covered Equipment is returned. Customer assumes complete responsibility for the loaner and shall return the loaner at Customer's expense to Physio-Control in the same condition as received, upon the earlier of the return of the

removed Covered Equipment or Physio-Control's request.

UPDATES. "Update" means a change to a device to enhance its current features, stability, or software. If Comprehensive Service or Repair & Inspect Service is designated for Covered Equipment on Schedule A, Physio-Control will install Updates at no additional cost, provided such Updates are installed at the time of regularly scheduled Services. Updates installed on Covered Equipment designated on Schedule A as Repair Plus Service, Repair Only Service, Preventative Maintenance Service, Inspection Only Service, or at a time other than regularly scheduled Comprehensive Service or Repair & Inspect Service, will be billed on a separate invoice at 20% off the then-current list price of the Update. For all Service plans, if parts must be replaced to accommodate installation of new software, such parts may be purchased at a rate of 30% off the then-current list price.

UPGRADES. "Upgrade" means a major, standalone version of software or the addition of features or capabilities to a device. For all Service plans, Upgrades must be purchased separately and are not provided under this Agreement. Upgrades are available at a rate of 17% off the then-current list price.

PRICING. Pricing is set forth on the first page of this Agreement, on the Quote for Services, and/or on the Invoice for the Services purchased. Prices do not include taxes. Sales, service or use taxes will be invoiced in addition to the price of the goods and Services covered by this Agreement unless Physio-Control receives a copy of a valid exemption certificate. If the number or configuration of Covered Equipment changes during the Term, pricing shall be pro-rated accordingly. For Preventative Maintenance Service, Inspection Only Service, Comprehensive Service, and Repair & Inspect Service, no pricing deduction will be made for removal of Covered Equipment if preventative maintenance and inspection have already been performed during the Term and no further preventative maintenance and inspection are scheduled to occur. Discounts may not be combined with other special terms, discounts, and/or promotions.

PAYMENT. Payment is due within thirty (30) days of invoice date.

WARRANTY. Physio-Control warrants Services performed under this Agreement and repair/replacement parts provided in performing such Services against defects in material and workmanship for ninety (90) days from the date Services were performed or a repair/replacement part was provided. Customer's sole remedy shall be reservicing the affected Covered Equipment and/or replacement of any part determined to be defective, without additional 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.**

TERM. The Term of this Agreement is set forth on the first page of this document, or in the Quote and/or Invoice for the Services purchased. ~~This Agreement shall automatically renew unless terminated by either party with written notice thirty (30) days prior to the expiration of the then-current Term.~~ Prices are subject to change upon renewal.


TPP

TERMINATION. Either party may terminate this Agreement for material breach by the other party by providing thirty (30) days' written notice to the other party, and provided such breach is not cured within the notice period. In addition, either party may terminate this Agreement at any time upon sixty (60) days' prior written notice to the other party. In the event of such early termination by Customer, Customer shall be responsible for the portion of the designated price which corresponds to the portion of the Term prior to the effective date of termination and the list-price cost of any preventative maintenance, inspections, or repairs rendered during the Term.

Physio-
Control

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.

DEVICE INSPECTION BEFORE ACCEPTANCE. Any device that is not covered by either a Physio-Control Limited Warranty or a current Physio-Control Technical Service Support Agreement must be inspected and repaired (if necessary) to meet original specifications at customer's cost at the then-current list prices prior to being covered under a Technical Service Support Agreement. Physio-Control reserves the right to refuse to support any device that has been remanufactured by a company other than Physio-Control.

MISCELLANEOUS. (a) During the Term of this Agreement and for one (1) year following its expiration, without Physio-Control's prior written consent, Customer agrees to not to solicit or offer employment to anyone who is employed by Physio-Control to provide Services such as those described in this Agreement; (b) this 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) this Agreement shall be governed by the laws of the State in which the Services are provided; (d) all costs and expenses incurred by the prevailing party related to the enforcement of its rights under this Agreement, including reasonable attorney's fees, shall be reimbursed by the other party.

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

Contract Number:

Servicing Rep: BRENT RIEMAN, EALL53
District: CENTRAL
Phone: 800-442-1142 x72557
FAX: 800-772-3340

Equipment Location: STRONGSVILLE FD, 03109701
17000 PROSPECT RD
STRONGSVILLE, OH 44149

Scope Of Service On Site Comprehensive Coverage

Model	Part Number	Serial Number	Ref. Line	Effective Date	Expiration Date	Total Inspections
LIFEPAK® 15	V15-2-000061	38988264	1	9/1/2015	8/31/2019	4
LIFEPAK® 15	V15-2-000061	38996384	2	9/1/2015	8/31/2019	4
LIFEPAK® 15	V15-2-000061	38996393	3	9/1/2015	8/31/2019	4
LIFEPAK® 15	V15-2-000061	38996399	4	9/1/2015	8/31/2019	4
LIFEPAK® 15	V15-2-000061	38996402	5	9/1/2015	8/31/2019	4
LIFEPAK® 15	V15-2-000061	38996406	6	9/1/2015	8/31/2019	4
LIFEPAK® 15	V15-2-000061	38996407	7	9/1/2015	8/31/2019	4
LUCAS US	3302430-144	3015B444	26	2/29/2016	8/31/2019	3
LUCAS US	3302430-144	3015B445	27	2/29/2016	8/31/2019	3
LUCAS US	3302430-144	3015B446	28	2/29/2016	8/31/2019	3

Scope Of Service On Site Preventative Maintenance w Lithium Battery

Model	Part Number	Serial Number	Ref. Line	Effective Date	Expiration Date	Total Inspections
LIFEPAK® 500	3011790-000113	13466638	8	9/1/2015	8/31/2016	1
LIFEPAK® 500	3011790-000113	13466639	9	9/1/2015	8/31/2016	1
LIFEPAK® 500	3011790-000113	13466640	10	9/1/2015	8/31/2016	1
LIFEPAK® 500	3011790-000113	13466641	11	9/1/2015	8/31/2016	1
LIFEPAK® 500	3011790-000113	13466671	12	9/1/2015	8/31/2016	1
LIFEPAK® 500	3011790-000113	13795386	13	9/1/2015	8/31/2016	1
LIFEPAK® 500	3011790-000113	13799168	14	9/1/2015	8/31/2016	1
LIFEPAK® 500	3011790-000113	13799605	15	9/1/2015	8/31/2016	1
LIFEPAK® 500	3011790-001129	30633980	16	9/1/2015	8/31/2016	1

Scope Of Service On Site Preventative Maintenance with No Batteries

Model	Part Number	Serial Number	Ref. Line	Effective Date	Expiration Date	Total Inspections
LIFEPAK® 500	3011790-000113	13795386	17	9/1/2016	8/31/2018	2
LIFEPAK® 500	3011790-000113	13466638	18	9/1/2016	8/31/2018	2
LIFEPAK® 500	3011790-000113	13466639	19	9/1/2016	8/31/2018	2

Reference Number: SC-1912
Printed: 8/17/2015

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LIFEPAK® 500	3011790-000113	13466640	20	9/1/2016	8/31/2018	2
LIFEPAK® 500	3011790-000113	13466641	21	9/1/2016	8/31/2018	2
LIFEPAK® 500	3011790-000113	13466671	22	9/1/2016	8/31/2018	2
LIFEPAK® 500	3011790-000113	13799168	23	9/1/2016	8/31/2018	2
LIFEPAK® 500	3011790-000113	13799605	24	9/1/2016	8/31/2018	2
LIFEPAK® 500	3011790-001129	30633980	25	9/1/2016	8/31/2018	2

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

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

LIFEPAK® 15 Monitor/Defibrillator Services

LIFEPAK® 15 Monitor/Defibrillator Comprehensive Service

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

LIFEPAK® 15 Monitor/Defibrillator Repair Plus Service

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

LIFEPAK® 15 Monitor/Defibrillator Preventative Maintenance Service

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

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

LIFEPAK® 500 Automated External Defibrillator Services

LIFEPAK® 500 AED Comprehensive Service

- Preventative maintenance and inspections at intervals set forth on Schedule A
- Parts and labor necessary to restore device to original specifications, subject to Exclusions
- QUIK-COMBO® Patient Simulator repair or replacement of one for each LIFEPAK 500 AED listed on Schedule A and as determined necessary by Physio-Control
- LIFEPAK 500 Defibrillator battery charger repair or replacement of one for each LIFEPAK 500 listed on Schedule A and as determined necessary by Physio-Control
- Battery Replacement Service
 - o For each LIFEPAK 500 AED listed on Schedule A, replacement of up to one (1) LIFEPAK 500 rechargeable battery pak in accordance with the device Operating Instructions, or upon battery failure; or
 - o For each LIFEPAK 500 AED listed on Schedule A, replacement of up to one (1) LIFEPAK 500 non-rechargeable battery pak in accordance with the device Operating Instructions, or upon battery failure
- Updates installed at no additional cost, provided such Updates are installed at the time of regularly scheduled Services.
If parts must be replaced to accommodate installation of new software, such parts may be purchased at a rate of 30% off the then-current list price.

LIFEPAK® 500 AED Repair Plus Service

- Parts and labor necessary to restore device to original specifications, subject to Exclusions
- QUIK-COMBO® Patient Simulator repair or replacement of one for each LIFEPAK 500 AED listed on Schedule A and as determined necessary by Physio-Control
- LIFEPAK 500 Defibrillator battery charger repair or replacement of one for each LIFEPAK 500 AED listed on Schedule A and as determined necessary by Physio-Control
- Battery Replacement Service
 - o For each LIFEPAK 500 AED listed on Schedule A, replacement of up to one (1) LIFEPAK 500 rechargeable battery pak in accordance with the device Operating Instructions, or upon battery failure; or
 - o For each LIFEPAK 500 AED listed on Schedule A, replacement of up to one (1) LIFEPAK 500 non-rechargeable battery pak in accordance with the device Operating Instructions, or upon battery failure
- Updates installed at 20% off the then-current list price provided such Updates are installed at the time of regularly scheduled Services. If parts must be replaced to accommodate installation of new software, such parts may be purchased at a rate of 30% off the then-current list price.

LIFEPAK® 500 AED Preventative Maintenance Service

- Preventative maintenance and inspections at intervals set forth on Schedule A
- Battery Replacement Service (if applicable)
 - o For each LIFEPAK 500 AED listed on Schedule A, replacement of up to one (1) LIFEPAK 500 non-rechargeable battery pak in accordance with the device Operating Instructions, or upon battery failure; or
 - o For each LIFEPAK 500 AED listed on Schedule A, replacement of up to one (1) LIFEPAK 500 non-rechargeable battery pak in accordance with the device Operating Instructions, or upon battery failure
- Updates installed at 20% off the then-current list price provided such Updates are installed at the time of regularly scheduled Services. If parts must be replaced to accommodate installation of new software, such parts may be purchased at a rate of 30% off the then-current list price.

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

LUCAS® 1 Chest Compression System Services
(LUCAS 1 Service is Ship-in Service only)

LUCAS® 1 Chest Compression System Comprehensive Service (Ship-In Service Only)

- Inspections at intervals set forth on Schedule A
- Parts and labor necessary to restore Covered Equipment to original specifications, subject to Exclusions
- Cleaning of the hood and bellows exterior
- Replacement of suction cup and patient straps, if necessary
- Updates installed at no additional cost, provided such Updates are installed at the time of regularly scheduled Services. If parts must be replaced to accommodate installation of new software, such parts may be purchased at a rate of 30% off the then-current list price

LUCAS® 1 Chest Compression System Repair Plus Service (Ship-in Service Only)

- Parts and labor necessary to restore Covered Equipment to original specifications, subject to Exclusions
- Updates installed at 20% off the then-current list price provided such Updates are installed at the time of regularly scheduled Services. If parts must be replaced to accommodate installation of new software, such parts may be purchased at a rate of 30% off the then-current list price

LUCAS® 1 Chest Compression System Preventative Maintenance Service (Ship-in Service Only)

- Inspections at intervals set forth on Schedule A
- Cleaning of the hood and bellows exterior
- Replacement of suction cup and patient straps, if necessary
- Updates installed at 20% off the then-current list price provided such Updates are installed at the time of regularly scheduled Services. If parts must be replaced to accommodate installation of new software, such parts may be purchased at a rate of 30% off the then-current list price

LUCAS® 2 Chest Compression System Services

LUCAS® 2 Chest Compression System Comprehensive Service

- Inspections at intervals set forth on Schedule A
- Parts and labor necessary to restore Covered Equipment to original specifications, subject to Exclusions
- Battery Replacement Service
 - o For each LUCAS 2 listed on Schedule A, replacement of one (1) LUCAS 2 battery in accordance with the device Operating Instructions, or upon battery failure
- Cleaning of the hood and bellows exterior
- Replacement of suction cup and patient straps, if necessary
- Updates installed at no additional cost, provided such Updates are installed at the time of regularly scheduled Services. If parts must be replaced to accommodate installation of new software, such parts may be purchased at a rate of 30% off the then-current list price

LUCAS® 2 Chest Compression System Repair Plus Service

- Parts and labor necessary to restore device to original specifications, subject to Exclusions
- Battery Replacement Service
 - o For each LUCAS 2 listed on Schedule A, replacement of one (1) LUCAS 2 battery in accordance with the device Operating Instructions, or upon battery failure
- Updates installed at 20% off the then-current list price provided such Updates are installed at the time of regularly scheduled Services. If parts must be replaced to accommodate installation of new software, such parts may be purchased at a rate of 30% off the then-current list price

LUCAS® 2 Chest Compression System Preventative Maintenance Service

- Inspections at intervals set forth on Schedule A
- Cleaning of the hood and bellows exterior
- Replacement of suction cup and patient straps, if necessary
- Updates installed at 20% off the then-current list price provided such Updates are installed at the time of regularly scheduled Services. If parts must be replaced to accommodate installation of new software, such parts may be purchased at a rate of 30% off the then-current list price