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# **NEED APPROVAL**

**JANITORIAL CONTRACT**

**FOR THE**

**WISE COUNTY JUVENILE PROBATION OFFICE**

**STATE OF TEXAS**

**WISE COUNTY**

**FY 2014-2015**

**WHEREAS**, Bill Austin, the department head for the Wise County Juvenile Probation is in need of a service to clean the Wise County Juvenile Probation Office located at 401 Rook Ramsey Drive Decatur, Texas 76234 (hereinafter Probation Office).

**WHEREAS**, Ms. Brandi Bronniman provides a cleaning service that has been approved and acknowledged by the Department Head as being able to provide a service to the County.

**NOW THEREFORE**, in consideration of the above recitals, mutual benefits, and promises each to the other made herein, the parties named above agree as follows:

**TERMS**

1. Ms. Bronniman will provide cleaning services to the Probation Office between the hours of 8:00 a.m. and 5:00 p.m Monday through Friday.
2. The County is not responsible for any cleaning supplies; Ms. Bronniman shall provide her own supplies to perform this cleaning service.
3. The County shall pay a rate of \$85.00 per week for the aforementioned services.
4. There shall be no automatic renewal of this contract. If both parties agree to renew, it will be on a yearly basis from October 1<sup>st</sup> until September 30<sup>th</sup>, the fiscal year of the County. This renewal must be approved by the Commissioner's Court before the expiration of any annual term of this agreement.
5. The parties may terminate this agreement at any time with thirty (30) days written notice to the other party.
6. All cleaning responsibilities will include all the basic cleaning services required by the Department Head of the Probation Office.
7. The COUNTY is **not responsible** nor can they insure any injuries or accidents to or by Ms. Bronniman while providing said Contractual Janitorial work to the Probation Office.
8. Further, Ms. Bronniman is not nor shall she be considered an agent of the County for any purposes.

AGREED by Brandi Bronniman on the 8<sup>th</sup> day of August 2014

Signature: Brandi Bronniman

APPROVED by the Commissioners' Court of Wise County, Texas in a Meeting held on the 25 day of August, and

Executed by the County Judge pursuant to the appropriate authorization of the Commissioners' Court.

County of Wise, Texas

Signature: [Handwritten Signature]

Wise County Judge

Approved:

Signature: [Handwritten Signature]

Wise County Juvenile Probation

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**SAVNS MAINTENANCE GRANT CONTRACT BETWEEN  
THE OFFICE OF THE ATTORNEY GENERAL  
AND  
WISE COUNTY**

**OAG Contract No. 1555747**

This contract is executed between the Office of the Attorney General (OAG) and Wise County (GRANTEE) for certain grant funds. The Office of the Attorney General and Wise County may be referred to in this contract individually as "Party" or collectively as "Parties."

**SECTION 1. PURPOSE OF THE CONTRACT**

The purpose of the OAG Statewide Automated Victim Notification Service (SAVNS) grant program is to maintain Texas counties and other entities in a statewide system that will provide relevant offender release information, notification of relevant court settings or events, promote public safety and support the rights of victims of crime. To ensure a standard statewide service to all interested entities, including GRANTEE, the OAG make grant funds available for eligible expenses related to services delivered to GRANTEE by the vendor, certified by the OAG, to provide certain SAVNS services to the GRANTEE.

The OAG published a Request for Offer (RFO) for Statewide Automated Victim Services May 15, 2013. After an evaluation of offers, the OAG identified and certified a single vendor to provide statewide automated victim notification services. The initial term of the Vendor Certification is from September 1, 2013 to August 31, 2015. The OAG may exercise its option to extend the term for up to two renewal terms, consisting of two years each. The Vendor Certification includes the offer to perform the "Requested Scope of Services – Statement of Work Requirements and Terms and Conditions Applicable to the Vendor Certification" as well as the Pricing Model as provided in the BAFO. The vendor certified to provide the services is Appriss, Inc., ("Certified Vendor"), a Kentucky corporation authorized to do business in Texas..

**SECTION 2. TERM OF THE CONTRACT**

This contract shall begin on September 1, 2014 and shall terminate August 31, 2015, unless it is terminated earlier in accordance with another provision of this contract.

**SECTION 3. GRANTEE'S CONTRACTUAL SERVICES**

**3.1. Grantee Services Agreement.** GRANTEE will execute a "Services Agreement," a contractual agreement, with the Certified Vendor to provide services consistent with the OAG

Vendor Certification documents. The Services Agreement will include terms and conditions that are intended to provide the GRANTEE such rights and remedies as are necessary to ensure the delivery of the services from the Certified Vendor in accordance with the Scope of Services as stated in this contract and the OAG Vendor Certification documents.

**3.2 Grantee Maintenance Plan.** GRANTEE agrees to establish and follow a “Maintenance Plan.” The Maintenance Plan, at a minimum, will be designed to accomplish the following: make available offender information that is timely, accurate and relevant to support the SAVNS services; verify the Certified Vendors performance according to Services Agreement; satisfactorily discharge GRANTEE’s obligations as described in the Services Agreement; and identify and dedicate GRANTEE staff, resources and equipment necessary to maintain the SAVNS services in the Services Agreement.

**3.3 GRANTEE Service Levels.** In addition to other service levels that the GRANTEE may impose, GRANTEE will inspect, monitor and verify the performances required of the Certified Vendor as provided in the Services Agreement as well as this contract. GRANTEE will execute a Services Agreement or a Service Agreement (Renewal Notice) with the Certified Vendor, for the term of this contract, GRANTEE will verify that input data (the jail and court data elements used by the SAVNS system) is entered accurately and in a timely basis.

GRANTEE will allow on-site monitoring visits to be conducted by OAG or its authorized representative.

**3.4 Cooperation with Statewide Stakeholders.** GRANTEE will reasonably cooperate with and participate in Statewide Stakeholders meetings and efforts to monitor and improve the SAVNS services on a statewide basis. GRANTEE may reasonably agree to designate third-parties to assist the OAG, GRANTEE and the other Statewide Stakeholders, in the overall monitoring, inspection and verification of the Certified Vendors performances.

**3.5 Scope of Services.** For the purpose of this contract, the requirements, duties and obligations contained in Section 3 of this contract are collectively referred to as the “Scope of Services”. As a condition of reimbursement, GRANTEE agrees to faithfully, timely and in a good and workman-like manner implement and maintain the services in compliance with the Scope of Services. GRANTEE shall bear full and sole responsibility for the integrity of the fiscal and programmatic management of its SAVNS program.

## **SECTION 4. GRANTEE’S OBLIGATIONS AND REQUIRED REPORTS**

### **4.1 General Matters**

**4.1.1 Required Reports; Form of Reports; Filings with the OAG.** GRANTEE shall forward to the OAG the applicable reports on forms as specified by the OAG. GRANTEE shall ensure that it

files each document or form required by the OAG in an accurate and timely manner. Unless filing dates are given herein, all other reports and other documents that GRANTEE is required to forward to the OAG shall be promptly forwarded. From time to time, the OAG may require additional information from GRANTEE.

**4.1.2 Cooperation; Additional Information.** GRANTEE shall cooperate fully with the OAG. In addition to the information contained in the required reports, other information may be required as requested by the OAG.

**4.1.3 Notification of Changes in Organization, Changes in Authorized Official or Grant Contact.** GRANTEE shall submit within ten (10) business days notice to the OAG of any change of the following: GRANTEE's name; contact information; key personnel, officer, director or partner; organizational structure; legal standing; or authority to do business in Texas. GRANTEE shall promptly notify the OAG, preferably in advance, of a change in address or main telephone number of GRANTEE. A change in GRANTEE's name requires an amendment to the contract. To change an Authorized Official, GRANTEE must submit a written request on GRANTEE's letterhead, with an original signature of someone with authority. To change Grant Contact, GRANTEE must submit a written request on GRANTEE's letterhead signed by the Authorized Official.

**4.1.4 Standards for Financial and Programmatic Management.** GRANTEE and its governing body shall bear full and sole responsibility for the integrity of the fiscal and programmatic management of the organization including financial and programmatic policies and procedures.

Such fiscal and programmatic management shall include accountability for all funds and materials received from the OAG; compliance with OAG rules, policies and procedures, and applicable federal and state laws and regulations; and correction of fiscal and program deficiencies identified through self-evaluation and/or the OAG's monitoring processes. Ignorance of any contract provisions or other requirements referenced in this contract shall not constitute a defense or basis for waiving or failing to comply with such provisions or requirements.

GRANTEE shall develop, implement, and maintain appropriate financial management and control systems, which include budgets that adequately reflect all functions and resources necessary to carry out authorized activities and the adequate determination of costs; accurate and complete payroll, accounting, and financial reporting records; cost source documentation; effective internal and budgetary controls; allocation of costs; and timely and appropriate audits and resolution of any findings and applicable annual financial statements, including statements of financial position, activities, and cash flows, prepared on an accrual basis in accordance with Generally Accepted Accounting Principles (GAAP) or other recognized accounting principle.

**4.1.5. Security and Confidentiality of Records.** GRANTEE shall establish a method to secure the confidentiality of records required to be kept confidential by applicable federal or state law, rules or regulations. This provision shall not be construed as limiting the OAG's access to such records and other information.

## **4.2 Programmatic Reports**

**4.2.1 Service Reports.** GRANTEE shall submit service delivery reports, programmatic performance reports and other reports, in the appropriate format and on a timely basis, as established by the OAG. GRANTEE will submit other reports as requested by the OAG.

**4.2.2 Written Explanation of Variance.** GRANTEE is required to provide a written explanation to the OAG for any variances on the quarterly statistical report for any year-to-date performance by GRANTEE that varies from projected performance. In addition to the written explanation, GRANTEE shall promptly answer any questions of the OAG, whether in writing or otherwise, in connection with the quarterly and annual reports presented to the OAG.

**4.2.3 Other Program Reports.** GRANTEE shall cooperate fully in any social studies, fiscal or programmatic monitoring, auditing, evaluating, and other reviews pertaining to services rendered by GRANTEE which may be conducted by the OAG or its designees.

GRANTEE shall submit service delivery reports required by the contract or self-evaluations of performance and other reports requested by the OAG in appropriate format and on a timely basis and make available at reasonable times and for reasonable periods client records and other programmatic or financial records, books, reports, and supporting documents for reviewing and copying by the OAG or its designees.

**4.2.4 "Problem Log."** GRANTEE shall establish a "Problem Log" that records all problems noted with the SAVNS system, including, but not limited to, system down time, system outages, and equipment failure. The Problem Log will provide when the problem was identified, to whom the problem was referred, and steps taken to resolve the problem and when the problem was resolved.

## **4.3 Financial Matters**

**4.3.1 Annual Budgets.** With regard to the use of funds pursuant to this contract. GRANTEE will immediately review the budget for the fiscal year and the allowable expenditures, as shown on Exhibit A.

**4.3.2 Requests for Reimbursement. REFER TO SECTION 4.3.5. FOR MORE INFORMATION ON REIMBURSEMENT RIGHTS AND PROCESSES - GRANTEE agrees to allow the OAG to pay the Certified Vendor directly, instead of the GRANTEE, for any reimbursements due the GRANTEE under this contract.** OAG grant funds are paid on a cost reimbursement basis. Any payments made by the OAG shall not exceed the actual and allowable allocable costs of GRANTEE to obtain services from the Certified Vendor for services within the "scope of services" of this contract. GRANTEE will submit to the OAG requests for reimbursement for the actual and allowable allocable costs incurred by GRANTEE to obtain services from the Certified Vendor for services within the "scope of services" of this contract. GRANTEE is responsible for submitting its invoices to the OAG in an accurate and timely manner. The requests

for reimbursement must be accompanied by supporting documentation as required by the OAG. The OAG may from time to time require different or additional supporting documentation.

**4.3.3 Fiscal Year End Required Reports.** On or before October 15, 2015, GRANTEE will submit fiscal year end required reports.

- a. **Record of Reimbursement.** GRANTEE will submit a reconciled record of its expenses for the prior fiscal year.
- b. **Equipment Inventory Report.** GRANTEE will submit an Equipment Inventory Report which provides a record of the current inventory of items purchased, disposed of, replaced or transferred for any equipment that was purchased with grant funds.

**4.3.4 Annual Independent Financial Audit Report.** Unless otherwise noted on Exhibit B (Special Conditions), GRANTEE shall timely submit to the OAG a copy of its annual independent financial audit. The timely submission to the OAG is on or before nine (9) months after the end of GRANTEE's accounting year. Unless, otherwise noted on Exhibit B (Special Conditions), GRANTEE will contract with an independent CPA firm to perform an annual financial audit engagement. If applicable, GRANTEE's independent CPA firm will determine the type of annual financial audit, which may include a compliance attestation in accordance with the requirements of OMB Circular A-133 (audits of State, Local Government, and Non-Profit Organizations) and/or Texas Single Audit Circular (Single Audit or non-Single Audit financial audit). If applicable, GRANTEE will provide the OAG with any and all annual independent financial audits or audited financial statements, related management letters, and management responses of GRANTEE.

**4.3.5 Assignment Of Rights Of Payment And Reimbursement Details. THE FOLLOWING PROVISIONS SPECIFICALLY APPLY TO THIS CONTRACT:**

- a. GRANTEE agrees to allow the OAG to pay the Certified Vendor directly, instead of the GRANTEE, for any reimbursements due the GRANTEE under this contract. GRANTEE EXPRESSLY ASSIGNS ANY AND ALL RIGHTS OF PAYMENT UNDER THIS CONTRACT TO THE CERTIFIED VENDOR.
- b. The Certified Vendor will send its "Service Agreement Renewal Notice" (or other similar document) and invoice (either annually or quarterly which detail the amount due for each quarter) to GRANTEE by September 1, 2014. The Certified Vendor will notify the OAG within 20 days of the notices being sent that they were sent.
- c. GRANTEE shall submit an invoice to the OAG for the prior quarter by the 5th of the next month following the end of each quarter. The quarters for FY2015 end on November 30, February 28, May 31, and August 31. GRANTEE shall include verification with its invoice to the OAG stating that the GRANTEE received the services from the Certified Vendor during the preceding quarter.

- d. The OAG will forward to the Certified Vendor the payments due to the GRANTEE from the OAG for services provided by the Certified Vendor as required by this contract.
- e. The OAG will only pay a quarterly reimbursement payment in arrears after verification from the GRANTEE that services from the Certified Vendor were provided.
- f. The OAG will process and forward payments to the Certified Vendor each quarter during FY2015 for invoices received from the GRANTEE that also include the appropriate verification along with its invoice. The quarterly payment will be made for invoices received by the OAG by the 5th day of the month following the end of the quarter, as defined above. The payment will be generated no later than the 30th day after the 5th day of the month following the end of the quarter, as defined above. If an invoice is submitted after the 5<sup>th</sup> day of the month following the end of the quarter, the invoice may not be paid until the next quarter, as defined above. The OAG will follow up at least once with any GRANTEE that has not returned its paperwork by the designated deadline for any quarter. The OAG will contact the GRANTEE by the 10th day of the next month following the end of each quarter.
- g. If the GRANTEE does not submit the required invoice and verification prior to the quarterly deadline defined above, the OAG will process payment in accordance with Section 4.3.5 (f).
- h. If GRANTEE does not submit the required invoice and verification to the OAG within 45 days of the next month following the end of any quarter, the OAG will determine what steps will be taken next, including placing the grant contract on financial hold or terminating the grant contract. If an OAG grant contract is placed on financial hold or terminated, the GRANTEE remains responsible for any contractual obligation it has with Certified Vendor. The OAG will not be responsible for collection efforts on behalf of the Certified Vendor.

**4.3.6 Close Out Invoice** GRANTEE shall submit a final invoice not later than the earlier of (1) forty-five (45) calendar days after termination of this contract; or (2) forty-five (45) calendar days after the end of each state fiscal year.

**4.3.7 Refunds and Deductions.** If the OAG determines that an overpayment of grant funds under this contract has occurred, such as payments made inadvertently or payments made but later determined to not be actual and allowable allocable costs, the OAG may seek a refund from GRANTEE and/or the Certified Vendor. The OAG may offset and deduct the amount of the overpayment from any amount due to be paid, but not yet paid by the OAG under this contract. The OAG may choose to require a payment directly from GRANTEE and/or the Certified Vendor rather than offset and deduct a specified amount. GRANTEE and/or the Certified Vendor shall refund any overpayment to the OAG within thirty (30) calendar days of the receipt of the notice of the overpayment from the OAG unless an alternate payment plan is specified by the OAG.

**4.3.8 Purchase of Equipment; Maintenance and Repair; Title upon Termination.** GRANTEE shall not give any security interest, lien or otherwise encumber any item of equipment purchased with contract funds. GRANTEE shall permanently identify all equipment purchased under this contract by appropriate tags or labels affixed to the equipment. GRANTEE shall maintain a current inventory of all equipment, which shall be available to the OAG at all times upon request, however, as between the OAG and Grantee title for equipment will remain with Grantee.

GRANTEE will maintain, repair, and protect all equipment purchased in whole or in part with grant funds under this contract so as to ensure the full availability and usefulness of such equipment. In the event GRANTEE is indemnified, reimbursed, or otherwise compensated for any loss of, destruction of, or damage to the equipment purchased under this contract, it shall use the proceeds to repair or replace said equipment.

**4.3.9 Direct Deposit.** GRANTEE may make a written request to the OAG to be placed on Direct Deposit status by completing and submitting to the OAG the State Comptroller's Direct Deposit Authorization Form. After the direct deposit request is approved by the OAG and the setup is completed on the Texas Identification Number System by the State Comptroller's Office, payment will be remitted by direct deposit and the OAG will discontinue providing GRANTEE with copies of reimbursement vouchers.

## **SECTION 5. OBLIGATIONS OF OAG**

**5.1 Monitoring.** The OAG is responsible for closely monitoring GRANTEE to ensure the effective and efficient use of grant funds to accomplish the purposes of this contract.

**5.2 Maximum Liability of OAG.** The maximum liability of the OAG is contained in the attached Exhibit A. Any change to the maximum liability must be supported by a written amendment to this contract.

**5.3 Payment of Authorized Costs.** In accordance with the terms of this contract, the OAG will pay costs pursuant to this contract. The OAG is not obligated to pay unauthorized costs.

**5.4 Contract Not Entitlement or Right.** Reimbursement with contract funds is not an entitlement or right. Reimbursement depends, among other things, upon strict compliance with all terms, conditions and provisions of this contract. The OAG and GRANTEE agree that any act, action or representation by either party, their agents or employees that purports to increase the maximum liability of the OAG is void, unless a written amendment to this contract is first executed. GRANTEE agrees that nothing in this contract will be interpreted to create an obligation or liability of the OAG in excess of the funds delineated in this contract.

**5.5 Funding Limitation.** GRANTEE agrees that funding for this contract is subject to the actual receipt by the OAG of grant funds (state and/or federal) appropriated to the OAG. GRANTEE

agrees that the grant funds, if any, received from the OAG are limited by the term of each state biennium and by specific appropriation authority to and the spending authority of the OAG for the purpose of this contract. **GRANTEE agrees that notwithstanding any other provision of this contract, if the OAG is not appropriated the funds or if the OAG does not receive the appropriated funds for this grant program, or if the funds appropriated to the OAG for this grant program, are required to be reallocated to fund other state programs or purposes, the OAG is not liable to pay the GRANTEE any remaining balance on this contract.**

## **SECTION 6. TERMINATION**

**6.1 Termination for Convenience.** Either Party may, at its sole discretion, terminate this contract, without recourse, liability or penalty, upon thirty (30) calendar days notice to the other party.

**6.2 Termination for Cause.** In the event that GRANTEE fails to perform or comply with an obligation of the terms, conditions and provisions of this contract, the OAG may, upon written notice of the breach to GRANTEE, immediately terminate all or any part of this contract.

**6.3 Termination Not Exclusive Remedy; Survival of Terms and Conditions.** Termination is not an exclusive remedy, but will be in addition to any other rights and remedies provided in equity, by law, or under this contract.

Termination of this contract for any reason or expiration of this contract shall not release the Parties from any liability or obligation set forth in this contract that is expressly stated to survive any such termination or by its nature would be intended to be applicable following any such termination. The following terms and conditions, (in addition to any others that could reasonably be interpreted to survive but are not specifically identified), survive the termination or expiration of this contract: Sections 4, 5, 7, 11 and 12.

**6.4 Refunds to OAG by GRANTEE.** If the GRANTEE terminates for convenience under Section 6.1, or if the OAG terminates under Sections 6.1 or 6.2 before the purpose of this contract is accomplished, then the OAG may require the GRANTEE and/or the Certified Vendor to refund all or some of the grant funds paid under this contract, for the funds representing the number of months of SAVNS services previously invoiced and paid by the OAG under this contract.

**6.5 Notices to Certified Vendor.** Any termination of this contract will also be forwarded by the terminating party to the Certified Vendor.

## **SECTION 7. AUDIT RIGHTS; RECORDS RETENTION**

**7.1 Duty to Maintain Records.** GRANTEE shall maintain adequate records that enable the

OAG to verify all reporting measures and requests for reimbursements related to this contract. GRANTEE also shall maintain such records as are deemed necessary by the OAG, OAG's auditor, the State Auditor's Office or other auditors of the State of Texas, the federal government, or such other persons or entities designated by the OAG, to ensure proper accounting for all costs and performances related to this contract.

**7.2 Records Retention.** GRANTEE shall maintain and retain for a period of four (4) years after the submission of the final expenditure report, or until full and final resolution of all audit or litigation matters which arise after the expiration of the four (4) year period after the submission of the final expenditure report, whichever time period is longer, such records as are necessary to fully disclose the extent of services provided under this contract, including but not limited to any daily activity reports and time distribution and attendance records, and other records that may show the basis of the charges made or performances delivered.

**7.3 Audit Trails.** GRANTEE shall maintain appropriate audit trails to provide accountability for all reporting measures and requests for reimbursement. Audit trails maintained by GRANTEE will, at a minimum, identify the supporting documentation prepared by GRANTEE to permit an audit of its systems. GRANTEE's automated systems, if any, must provide the means whereby authorized personnel have the ability to audit and to verify contractually required performances and to establish individual accountability for any action that can potentially cause access to, generation of, or modification of confidential information.

**7.4 Access and Audit.** At the request of the OAG, GRANTEE shall grant access to and make available all paper and electronic records, books, documents, accounting procedures, practices, and any other items relevant to the performance of this contract, compliance with applicable state or federal laws and regulations, and the operation and management of GRANTEE to the OAG or its designees for the purposes of inspecting, auditing, or copying such items. GRANTEE will direct any other entity, person, or contractor receiving funds directly under this contract or through a subcontract under this contract to likewise permit access to inspection of, and reproduction of all books, records, and other relevant information of the entity, person, or contractor(s) that pertain to this contract. All records, books, documents, accounting procedures, practices, and any other items, in whatever form, relevant to the performance of this contract, shall be subject to examination or audit. Whenever practical as determined at the sole discretion of the OAG, the OAG shall provide GRANTEE with up to five (5) business days advance notice of any such examination or audit.

**7.5 State Auditor.** In addition to and without limitation on the other audit provisions of this contract, pursuant to Section 2262.003 of the Texas Government Code, the State Auditor's Office may conduct an audit or investigation of GRANTEE or any other entity or person receiving funds from the State directly under this contract or indirectly through a subcontract under this contract. The acceptance of funds by GRANTEE or any other entity or person directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor's Office, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. Under the direction of the Legislative Audit

Committee, GRANTEE or another entity that is the subject of an audit or investigation by the State Auditor's Office must provide the State Auditor's Office with access to any information the State Auditor's Office considers relevant to the investigation or audit. GRANTEE further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. GRANTEE shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through GRANTEE and the requirement to cooperate is included in any subcontract it awards. The State Auditor's Office shall at any time have access to and the right to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of GRANTEE related to this contract.

**7.6 Location.** Any audit of records shall be conducted at GRANTEE's principal place of business and/or the location(s) of GRANTEE's operations during GRANTEE's normal business hours. GRANTEE shall provide to OAG or its designees, on GRANTEE's premises (or if the audit is being performed of a subcontractor, the subcontractor's premises if necessary) private space, office furnishings (including lockable cabinets), telephone and facsimile services, utilities and office-related equipment and duplicating services as OAG or its designees may reasonably require to perform the audits described in this contract.

## **SECTION 8. SUBMISSION OF INFORMATION TO THE OAG**

The OAG will designate methods for submission of information to the OAG by GRANTEE. The OAG generally requires submission of information via email or hard copy format. Some reporting requirements must occur via the internet and/or a web-based data collection method.

**8.1 Programmatic Reports, Notices and Information (excluding Financial Reports).** All quarterly statistical reports, annual performance reports, correspondence, and any other reports, notices or information, except financial reports specified below, must be submitted via email to:

OAG-Grants@texasattorneygeneral.gov

If requested or approved by the OAG, other programmatic reports may be submitted to:

Program Manager – Grants Administration Division  
Office of the Attorney General  
Mail Code 005  
Post Office Box 12548  
Austin, Texas 78711-2548

**8.2 Financial Reports (excluding Programmatic Reports, Notices and Information).** All financial status reports, requests for reimbursement, audits, and inventory reports, must be submitted

in hard copy format to:

Financial Manager – Grants Administration Division  
Office of the Attorney General  
Mail Code 005  
Post Office Box 12548  
Austin, Texas 78711-2548

The Annual Independent Financial Audit and related documents, as well as any other reports, if requested or approved by the OAG, may be submitted to:

OAG-Grants@texasattorneygeneral.gov

## **SECTION 9. CORRECTIVE ACTION PLANS AND SANCTIONS**

The Parties agree to make a good faith effort to identify, communicate and resolve problems found by either the OAG or GRANTEE.

**9.1 Corrective Action Plans.** If the OAG finds deficiencies in GRANTEE's performance under this contract, the OAG, at its sole discretion, may impose one or more of the following remedies as part of a corrective action plan: increase monitoring visits; require that additional or more detailed financial and/or programmatic reports be submitted; require prior approval for expenditures; require additional technical or management assistance and/or make modifications in business practices; reduce the contract amount; and/or terminate this contract. The foregoing are not exclusive remedies, and the OAG may impose other requirements that the OAG determines will be in the best interest of the State.

**9.2 Financial Hold.** Failure to comply with submission deadlines for required reports, invoices, or other requested information may result in the OAG, at its sole discretion, placing GRANTEE on immediate financial hold without further notice to GRANTEE and without first requiring a corrective action plan. No reimbursements will be processed until the requested information is submitted. If GRANTEE is placed on financial hold, the OAG, at its sole discretion, may deny reimbursement requests associated with expenses incurred during the time GRANTEE was placed on financial hold.

**9.3 Sanctions.** In addition to financial hold, the OAG, at its sole discretion, may impose other sanctions without first requiring a corrective action plan. The OAG, at its sole discretion, may impose sanctions, including, but not limited to, withholding or suspending funding, offsetting previous reimbursements, requiring repayment, disallowing claims for reimbursement, reducing funding, terminating this contract and/or any other appropriate sanction.

**9.4 No Waiver.** Notwithstanding the imposition of corrective actions, financial hold and/or sanctions, GRANTEE remains responsible for complying with the contract terms and conditions. Corrective action plans, financial hold and/or sanctions do not excuse or operate as a waiver of prior failure to comply with this contract.

## **SECTION 10. GENERAL TERMS AND CONDITIONS**

**10.1 Federal and State Laws, Rules and Regulations, Directives, Guidelines, OMBs and Other Relevant Authorities.** GRANTEE agrees to comply with all applicable federal and state laws, rules and regulations, directives, guidelines, OMB circulars, or any other authorities relevant to the performance of GRANTEE under this contract.

**10.2 Uniform Grant Management Act, UGMS and Applicable Standard Federal and State Certifications and Assurances.** GRANTEE agrees to comply with applicable laws, executive orders, regulations and policies as well as Texas Government Code, Chapter 783, and the Uniform Grant Management Standards (UGMS). Further, GRANTEE agrees to comply with the applicable OAG Certifications and Assurances, as contained in the Application Kit, including, but not limited to, the equal employment opportunity program certification, disclosure and certification regarding lobbying, non-procurement debarment certification, drug-free workplace certification, annual single audit certification, compliance with annual independent financial audit filing requirement, compliance with UGMS and the applicable OMB circulars, return of grant funds in the event of loss or misuse, and conflict of interest

**10.3 Generally Accepted Accounting Principles or Other Recognized Accounting Principles.** GRANTEE shall adhere to Generally Accepted Accounting Principles (GAAP) promulgated by the American Institute of Certified Public Accountants, unless other recognized accounting principles are required by GRANTEE and Grantee shall follow OAG fiscal management policies and procedures in processing and submitting requests for reimbursement and maintaining financial records related to this contract.

**10.4 Conflicts of Interest; Disclosure of Conflicts.** GRANTEE has not given, or offered to give, nor does Grantee intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or employee of the OAG, at any time during the negotiation of this contract or in connection with this contract, except as allowed under relevant state or federal law. GRANTEE will establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain. GRANTEE will operate with complete independence and objectivity without actual, potential or apparent conflict of interest with respect to its performance under this contract. GRANTEE must disclose, in writing, within fifteen (15) calendar days of discovery, any existing or potential conflicts of interest relative to its performance under this contract.

**10.5 Compliance with Regulatory and Licensing Bodies.** GRANTEE agrees that it has obtained all licenses, certifications, permits and authorizations necessary to perform the responsibilities of this contract and currently is in good standing with all regulatory agencies that regulate any or all aspects of GRANTEE's business or operations. GRANTEE agrees to remain in good standing with the Texas Secretary of State, the Texas Comptroller of Public Accounts and related federal governmental bodies related to GRANTEE's right to conduct its business in Texas. GRANTEE agrees to comply with all applicable licenses, legal certifications, inspections, and any other applicable local ordinance or state or federal laws.

## **SECTION 11. SPECIAL TERMS AND CONDITIONS**

**11.1 Independent Contractor Status; Indemnity and Hold Harmless Agreement.** GRANTEE expressly agrees that it is an independent contractor and under no circumstances shall any owner, incorporator, officer, director, employee, or volunteer of GRANTEE be considered a state employee, agent, servant, joint venturer, joint enterpriser or partner of the OAG or the State of Texas. GRANTEE agrees to take such steps as may be necessary to ensure that each contractor of GRANTEE will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, joint enterpriser or partner of the OAG.

All persons furnished, used, retained, or hired by or on behalf of GRANTEE or any of GRANTEE's contractors shall be considered to be solely the employees or agents of GRANTEE or GRANTEE's contractors. GRANTEE or GRANTEE's contractors shall be responsible for ensuring that any and all appropriate payments are made, such as unemployment, workers compensation, social security, any benefit available to a state employee as a state employee, and other payroll taxes for such persons, including any related assessments or contributions required by law.

**GRANTEE or contractors are responsible for all types of claims whatsoever due to actions or performance under this contract, including, but not limited to, the use of automobiles or other transportation, taken by its owners, incorporators, officers, directors, employees, volunteers or any third parties. To the extent allowed by law, GRANTEE and/or contractors will indemnify and hold harmless the OAG and/or the State of Texas from and against any and all claims arising out of actions or performance of GRANTEE OR GRANTEE's contractors under this contract. To the extent allowed by law, GRANTEE agrees to indemnify and hold harmless the OAG and/or the State of Texas from any and all liability, actions, claims, demands, or suits, and all related costs, attorney fees, and expenses, that arise from or are occasioned by the negligence, misconduct, or wrongful act or omission of GRANTEE, its employees, representatives, agents, or subcontractors in their performance under this contract.**

**11.2 Publicity.** GRANTEE shall not use the OAG's name or refer to the OAG directly or indirectly in any media release, public service announcement or public service disclosure relating to this contract or any acquisition pursuant hereto, including in any promotional or marketing materials, without first obtaining written consent from the OAG. This section is not intended to and does not

limit GRANTEE's ability to comply with its obligations and duties under the Texas Open Meetings Act and/or the Texas Public Information Act.

**11.3 Intellectual Property.** GRANTEE understands and agrees that where funds obtained under this contract may be used to produce original books, manuals, films, or other original material and intellectual property, GRANTEE may copyright such material subject to the royalty-free, non-exclusive, and irrevocable license which is hereby reserved by the OAG and granted by GRANTEE to the OAG or the state (or federal government, if federal funds are expended in this grant) government. The OAG is granted the unrestricted right to use, copy, modify, prepare derivative works, publish and distribute, at no additional cost to the OAG, in any manner the OAG deems appropriate at its sole discretion, any component of such intellectual property made the subject of this contract.

**11.4 Program Income.** Gross income directly generated from the grant funds through a project or activity performed under this contract are considered program income. Unless otherwise required under the terms of this contract, any program income shall be used by GRANTEE to further the program objectives of the project or activity funded by this grant, and the program income shall be spent on the same project or activity in which it was generated. GRANTEE shall identify and report this income in accordance with the OAG's reporting instructions. GRANTEE shall expend program income during this contract term; program income not expended in this contract term shall be refunded to the OAG.

**11.5 No Supplanting.** GRANTEE shall not supplant or otherwise use funds from this contract to replace or substitute existing funding from other sources that also supports the activities that are the subject of this contract.

**11.6 No Solicitation or Receipt of Funds on Behalf of OAG.** It is expressly agreed that any solicitation for or receipt of funds of any type by GRANTEE is for the sole benefit of GRANTEE and is not a solicitation for or receipt of funds on behalf of the OAG or the Attorney General of the State of Texas.

**11.7 No Subcontracting or Assignment Without Prior Written Approval of OAG. OTHER THAN AS SPECIFICALLY ALLOWED IN THIS CONTRACT IN THAT GRANTEE UNDERSTANDS AND AGREES TO ASSIGN ITS RIGHT TO RECEIVE ANY AND ALL REIMBURSEMENT PAYMENTS TO THE CERTIFIED VENDOR,** GRANTEE may not subcontract or assign any of its rights or duties under this contract without the prior written approval of the OAG. It is within the OAG's sole discretion to approve any subcontracting or assignment.

**11.8 No Grants to Certain Organizations.** GRANTEE confirms, by executing this contract that it does not make contributions to campaigns for elective office or endorse candidates.

**11.9 No Waiver of Sovereign Immunity.** The Parties agree that no provision of this contract is in any way intended to constitute a waiver by the OAG or the State of Texas of any immunities from suit or from liability that the OAG or the State of Texas may have by operation of law.

**11.10 Governing Law; Venue.** This contract is made and entered into in the State of Texas. This contract and all disputes arising out of or relating thereto shall be governed by the laws of the State of Texas, without regard to any otherwise applicable conflict of law rules or requirements.

Except where state law establishes mandatory venue, GRANTEE agrees that any action, suit, litigation or other proceeding (collectively "litigation") arising out of or in any way relating to this contract shall be commenced exclusively in the Travis County District Court or the United States District Court in the Western District, Austin Division, and to the extent allowed by law, hereby irrevocably and unconditionally consents to the exclusive jurisdiction of those courts for the purpose of prosecuting and/or defending such litigation. GRANTEE hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any suit, action or proceeding, any claim that GRANTEE is not personally subject to the jurisdiction of the above-named courts; the suit, action or proceeding is brought in an inconvenient forum; and/or the venue is improper.

**11.11 Special Conditions.** Exhibit B, attached here and incorporated herein, and applicable to this contract. If any Special Conditions are imposed by the OAG, those provisions will be reflected on the attached Exhibit B.

## **SECTION 12. CONSTRUCTION OF CONTRACT AND AMENDMENTS**

**12.1 Construction of Contract.** The provisions of Section 1 are intended to be a general introduction to this contract. To the extent the terms and conditions of this contract do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be construed consistent with the general objectives, expectations and purposes of this contract.

**12.2 Entire Agreement, including All Exhibits.** This contract, including all exhibits, reflects the entire agreement between the Parties with respect to the subject matter therein described, and there are no other representations (verbal or written), directives, guidance, assistance, understandings or agreements between the Parties related to such subject matter. By executing this contract, GRANTEE agrees to strictly comply with the requirements and obligations of this contract, including all exhibits.

**12.3 Amendment.** This contract shall not be modified or amended except in writing, signed by both parties. Any properly executed amendment of this contract shall be binding upon the Parties and presumed to be supported by adequate consideration.

**12.4 Partial Invalidity.** If any term or provision of this contract is found to be illegal or unenforceable, such construction shall not affect the legality or validity of any of its other provisions.

The illegal or invalid provision shall be deemed severable and stricken from the contract as if it had never been incorporated herein, but all other provisions shall continue in full force and effect.

**12.5 Non-waiver.** The failure of any Party to insist upon strict performance of any of the terms or conditions herein, irrespective of the length of time of such failure, shall not be a waiver of that party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this contract shall constitute a consent or waiver to or of any breach or default in the performance of the same or any other obligation of this contract.

**12.6 Official Capacity.** The Parties stipulate and agree that the signatories hereto are signing, executing and performing this contract only in their official capacity.

**OFFICE OF THE ATTORNEY  
GENERAL**

**WISE COUNTY**

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Office of the Attorney General

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Authorized Official

**SAVNS MAINTENANCE GRANT CONTRACT BETWEEN  
THE OFFICE OF THE ATTORNEY GENERAL  
AND  
WISE COUNTY**

**OAG Contract No. 1555747**

**EXHIBIT A**

**Population Size: Medium**

The total liability of the OAG for any type of liability directly or indirectly arising out of this contract and in consideration of GRANTEE'S full, satisfactory and timely performance of all its duties, responsibilities, obligations, liability, and for reimbursement by the OAG for expenses, if any, as set forth in this contract or arising out of any performance herein shall not exceed the following:

<b>Event</b>	<b>Cost for Jail</b>	<b>Cost for Courts</b>	<b>Maximum Number of Months</b>	<b>Total Grant Funds SHALL NOT EXCEED</b>
<b>Standard Maintenance Phase</b>	\$11,616.48	\$0.00	12	\$11,616.48

**AS PROVIDED BY THIS CONTRACT, GRANTEE SPECIFICALLY UNDERSTANDS AND AGREES TO ASSIGN ITS RIGHT TO RECEIVE ANY AND ALL REIMBURSEMENT PAYMENTS UNDER THIS CONTRACT TO THE CERTIFIED VENDOR.**

The maximum number of months is provided above. The OAG is not obligated to pay for services prior to the commencement or after the termination of this contract.

**SAVNS MAINTENANCE GRANT CONTRACT BETWEEN  
THE OFFICE OF THE ATTORNEY GENERAL  
AND  
WISE COUNTY**

**OAG Contract No. 1555747**

**EXHIBIT B**

**SPECIAL CONDITIONS**

Special Conditions are imposed by the OAG, at its sole discretion. In addition to the ones identified in this exhibit to this contract, the OAG may, at its sole discretion, impose additional special conditions, with or without notice, without amending this contract.

The OAG is placing GRANTEE on immediate financial hold, without further notice, until all Special Conditions, if any, listed in this Exhibit are met.

The following Special Conditions apply to this contract:

- None

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# **NEED APPROVAL**



# TECHNICAL SERVICE SUPPORT AGREEMENT

Contract Number:

End User # 00585501

WISE CTY EMS

1101 W ROSE AVE

DECATUR, TX 76234

Bill To # 00585501

WISE CTY EMS

1101 W ROSE AVE

DECATUR, TX 76234

This Technical Service Support Agreement begins on 10/1/2014 and expires on 9/30/2015.

The designated Covered Equipment and/or Software is listed on Schedule A. This Technical Service Support Agreement is subject to the Terms and Conditions on the reverse side of this document and any Schedule B, if attached.

Price of coverage specified on Schedule A is \$20,189.00 per term, payable in a One Time installment.

<p><b>Special Terms</b></p> <p>15% DISCOUNT ON ACCESSORIES</p> <p>15% DISCOUNT ON ALL ELECTRODES</p>
--

Accepted: Physio-Control, Inc.

Customer: \_\_\_\_\_

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

Title: \_\_\_\_\_ Print: \_\_\_\_\_

Date: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_

Purchase Order Number: \_\_\_\_\_

Territory Rep: WECC58

Billy Durbin

Phone: 4258672534

FAX: 800-772-3340

Customer Contact:

CHARLES DILLARD

Phone: (940) 627-2002

FAX:

Reference Number: C58-2347

Printed: 8/19/2014

Renewal

Page 1 of 6

**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) the end of the useful life of the battery as set forth in the applicable 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.

**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 required during the Term.

**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 either 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.

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

Contract Number:

Servicing Rep: Billy Durbin, WECC58  
 District: SOUTHWEST  
 Phone: 4258672534  
 FAX: 800-772-3340

Equipment Location: WISE CTY EMS, 00525501  
 1101 W ROSE AVE  
 DECATUR, TX 76234

Scope Of Service On Site Comprehensive Coverage

Model	Part Number	Serial Number	Ref Line	Effective Date	Expiration Date	Total Inspections
LIFEPAK® 15	V15-2-000052	38162580	1	10/1/2014	9/30/2015	1
LIFEPAK® 15	V15-2-000052	38162588	2	10/1/2014	9/30/2015	1
LIFEPAK® 15	V15-2-000014	38164395	3	10/1/2014	9/30/2015	1
LIFEPAK® 15	V15-2-000052	38164407	4	10/1/2014	9/30/2015	1
LIFEPAK® 15	V15-2-000052	38164423	5	10/1/2014	9/30/2015	1
LIFEPAK® 15	V15-2-000052	38164423	6	10/1/2014	9/30/2015	1
LIFEPAK® 15	V15-2-000052	38164434	7	10/1/2014	9/30/2015	1
LUCAS US	3302430-091	30125003	8	10/1/2014	9/30/2015	1
LUCAS US	3302430-091	30125004	9	10/1/2014	9/30/2015	1
LUCAS US	3302430-091	30125060	10	10/1/2014	9/30/2015	1
LUCAS US	3302430-091	30125063	11	10/1/2014	9/30/2015	1
LUCAS US	3302430-091	30125064	12	10/1/2014	9/30/2015	1
LUCAS US	3302430-000	30113324	13	10/1/2014	9/30/2015	1
LUCAS US	3302430-000	30113325	14	10/1/2014	9/30/2015	1

\*\* 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 Replacement of three (3) LIFEPAK Lithium-ion batteries every two (2) years, or upon battery failure
- Updates installed at no additional cost, provided such Updates are installed at the time of regularly scheduled Services. If parts must be replaced to accommodate installation of new software, such parts may be purchased at a rate of 30% off the then-current list price.

**LIFEPAK® 15 Monitor/Defibrillator Repair Plus Service**

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

**LIFEPAK® 15 Monitor/Defibrillator Preventative Maintenance Service**

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

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

**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 Replacement of one (1) LUCAS 2 battery every three (3) years for each LUCAS 2 listed on Schedule A, 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 Replacement of one (1) LUCAS 2 battery every three (3) years for each LUCAS 2 listed on Schedule A, 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

11g



11411 Linn Road, Suite 400  
Lawrence, KY 40327-3642  
800.261.8483 603.616.0487  
www.appriss.com

# R-11 Service Agreement Renewal Notice

**DATE:** July 24, 2014

**CUSTOMER NAME:** Wise County

**LOCATION:** P.O. Box 393  
Decatur TX 76234

**PROJECT TYPE:** Wise County VINE Service

**ORIGINAL SERVICE AGREEMENT DATE:** July 31, 2008

**SERVICE AGREEMENT RENEWAL DATE:** September 1, 2014

**SERVICE AGREEMENT RENEWAL TERM:** 12 Months

**NEXT SERVICE AGREEMENT RENEWAL DATE:** August 31, 2015

**PROJECT PRICING:** \$ 11,616.48 (Quarterly Amount \$2,904.12)

This Service Agreement Renewal Notice, unless specifically noted in the Contract Changes section below, extends all pricing, service terms and other contract provisions of the prior contract period. No interruptions in delivery of Service will occur in relations to this Service Agreement Renewal.

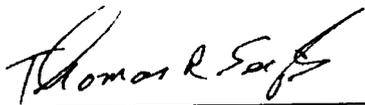
**Contract Changes: None**

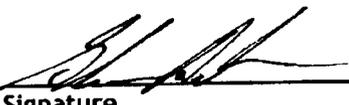
**Special Note:** Please refer to the "3<sup>rd</sup> Party Vendor Fees" referenced in the attached Exhibit R-11 Maintenance Renewal. This is not a contract change, but a reminder of costs that may be incurred when making booking system replacement and/or changes.

**AUTHORIZATION:**

**APPRISS, INC., BY:**

**CUSTOMER BY:**

  
 \_\_\_\_\_  
 Signature Date 7/23/2014  
 Thomas R. Seigle  
 President

  
 \_\_\_\_\_  
 Signature Date 8-25-14  
 County Judge Glenn Hughes  
 Title Name

**Exhibit R-11 Maintenance Renewal  
Automated Victim Notification Services  
Wise County**

**Category: Pilot - Medium**

Subject to the terms and conditions included in the Agreement, this **Exhibit R-11 Schedule of Payments** shall describe the amount due to Appriss which will be paid quarterly by the Office of the Attorney General to Appriss on the County's behalf as described in 4.3.5 of the Grant Contract.

**Maintenance Amount.** Customer shall pay Appriss a maintenance amount for the Renewal of Services determined as follows. This Renewal will extend services through August 31, 2015.

<b>Jail Maintenance Amount</b>	<b>District Court Maintenance Amount</b>	<b>County Court Maintenance Amount</b>	<b>Annual Maintenance Amount (12 Months)</b>	<b>Quarterly Maintenance Amount (4 Quarters)</b>	<b># of Months Through 8/31/15</b>	<b>Total Maintenance Amount Due</b>
\$ 11,616.48	N/A	N/A	\$11,616.48	\$2,904.12	12 Months	\$11,616.48

**Maintenance Amount as indicated above does not include "3<sup>rd</sup> Party Vendor Fees" <sup>1</sup> include booking system vendors, IT staff or other work that is associated with any booking system change not covered under the Vendor Certification. These services are considered additional costs and will be billed by the Certified Vendor directly to the entity. Unless approved by the OAG, in writing, in advance, the "3<sup>rd</sup> Party Vendor" may not be reimbursed by the OAG's SAVNS grant program.**

11g

# **NEED APPROVAL**

Agreement of Lease

The State of Texas

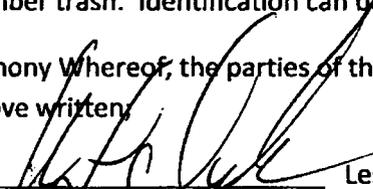
County of Wise

Made this 1<sup>st</sup> day of October, 2014

The Lesser does by these presents Lease and Demise unto the said Lessee the following described property, to-wit: Lying and being situated in the Town of Cottondale and the County of Wise, State of Texas and being Designated "County Dump Station, Cottondale", located on FM 2123 and one mile west of Cottondale, on property owned by Cottondale Volunteer Fire Department, Inc. for the term of 12 months dependent upon construction of a new Fire Department Building on said property. Lease to begin October 1, 2014 and ending September 30, 2015, to be occupied as The Wise County Dump Station, Cottondale, and not otherwise, paying therefore the sum of \$900.00 Dollars, payable in one payment Due November 1, 2014 upon the conditions and covenants following:

1. That the lessee shall pay the rent at P O Box 1987, Boyd Tx 76023
2. That the Lessee shall take good care of the property and suffer no waste; and shall at Lessee's own expense and cost keep said premises in good repair during the term of the lease.
3. At the end or other expiration of the term shall deliver up the premises in good order and condition; all alterations, additions and improvements, except trade fixtures, put in at the expense of Lessee shall be the property of the Leaser and shall remain upon and be surrendered with the premises as a part thereof at the termination of this lease.
4. Lessee shall pay the water tax on said premises, and utilities incurred
5. It is expressly understood should the Lessee decide to move from the premises, a notification of 2 months will be given in advance of said move, and the leased payment is non refundable. It is expressly understood should the Lesser decide to build on the premises, a notification of 2 months will be given in advance of said requested move of the dump station, and the leased payment is non refundable.
6. Cottondale VFD Department/building trash will be a "No Charge" when presented at the Cottondale Dump location only; a "No Charge" is for said Department/Building trash only- not member trash. Identification can be required of any person presenting trash from CVFD.

In Testimony Whereof, the parties of this agreement have hereunto set their hands, the day and year above written,

  
\_\_\_\_\_  
Lesser

Cottontdale VFD

  
\_\_\_\_\_  
Lessee

Wise County Texas

llg

**NEED APPROVAL**

**JANITORIAL CONTRACT**  
**FOR THE**  
**WISE COUNTY BOYD ANNEX**

**STATE OF TEXAS**

**WISE COUNTY**

**FY 2014-2015**

**WHEREAS**, Judge Mandy Hays, the department head for the Wise County Boyd Annex (hereinafter Annex) is in need of a service to clean the aforementioned County facility.

**WHEREAS**, Ms. Kathy Boswell provides a cleaning service that has been approved and acknowledged by the Department Head as being able to provide a service to the County.

**NOW THEREFORE**, in consideration of the above recitals, mutual benefits, and promises each to the other made herein, the parties named above agree as follows:

**TERMS**

1. Ms. Boswell will provide cleaning services to the Annex between the hours of 8:00 a.m. and 5:00 p.m, Monday through Friday.
2. The County is not responsible for any cleaning supplies; Ms. Boswell shall provide her own supplies to perform this cleaning service.
3. The County shall pay a rate of \$525.00 per month for the aforementioned services.
4. There shall be no automatic renewal of this contract. If both parties agree to renew, it will be on a yearly basis from October 1<sup>st</sup> until September 30<sup>th</sup>, the fiscal year of the County. This renewal must be approved by the Commissioner's Court before the expiration of any annual term of this agreement.
5. The parties may terminate this agreement at any time with thirty (30) days written notice to the other party.
6. All cleaning responsibilities will include the following but not limited to:

**Cleaning for Justice of the Peace and Tax Assessor Offices:**

Entrance to Annex  
Foyer of Justice of the Peace Office  
Clerks Area  
Public Restrooms  
Kitchen  
Employee's Restrooms  
Court Room  
Judge's Chambers  
Constable's Office  
Storage Room  
Jury Room

**General Cleaning Services:**

Vacuuming  
Dusting  
Mopping  
Trash Pickup  
All Glass  
Plumbing Fixtures  
Baseboards

7. The COUNTY is **not responsible** nor can they insure any injuries or accidents to or by Ms. Boswell while providing said Janitorial work to the Annex.
8. Further, Ms. Boswell is not nor shall she be considered an agent of the County for any purposes.

AGREED by Kathy Boswell on the 14 day of Aug. 2014

Signature: Kathy Boswell

APPROVED by the Commissioners' Court of Wise County, Texas in a Meeting held on the

25 day of August, and

Executed by the County Judge pursuant to the appropriate authorization of the Commissioners' Court.

County of Wise, Texas

Signature: [Handwritten Signature]

Wise County Judge

Approved:

Signature: Mandy L. Hays  
Justice of the Peace Pct. 3

llg

**NEED APPROVAL**

**JANITORIAL CONTRACT**  
**FOR THE**  
**WISE COUNTY BRIDGEPORT ANNEX**

**STATE OF TEXAS**

**WISE COUNTY**

**FY 2014-2015**

**WHEREAS**, Judge Clay Poyner, the department head for the Wise County Bridgeport Annex located at 1007 13<sup>th</sup> Street Bridgeport, Texas 76426 (hereinafter Annex) is in need of a service to clean the aforementioned County facilities.

**WHEREAS**, Ms. Kathy Boswell provides a cleaning service that has been approved and acknowledged by the Department Head as being able to provide a service to the County.

**NOW THEREFORE**, in consideration of the above recitals, mutual benefits, and promises each to the other made herein, the parties named above agree as follows:

**TERMS**

1. Ms. Boswell will provide cleaning services for the Annex between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday.
2. The County will pay a rate of \$576.00 per month for the aforementioned services.
3. The County is not responsible for any cleaning supplies; Ms. Boswell shall provide her own supplies to perform this cleaning service.
4. All cleaning responsibilities will include the following:

**Cleaning for Justice of the Peace and Tax Assessor Offices:**

Entrance to Annex  
Foyer of Justice of the Peace Office  
Clerks Area  
Public Restrooms  
Kitchen  
Employee`s Restrooms  
Court Room  
Judge`s Chambers  
Constable`s Office  
Storage Room  
Jury Room

**General Cleaning Services:**

- Vacuuming
- Dusting
- Mopping
- Trash Pickup
- All Glass
- Plumbing Fixtures
- Baseboards

5. There shall be no automatic renewal of this contract. If both parties agree to renew, it will be on a yearly basis from October 1<sup>st</sup> until September 30<sup>th</sup>, the fiscal year of the County. This renewal must be approved by the Commissioner's Court before the expiration of any annual term of this agreement.
6. The parties may terminate this agreement at any time with thirty (30) days written notice to the other party.
7. The COUNTY is **not responsible** nor can they insure any injuries or accidents to or by Ms. Boswell while providing said Janitorial work to the Annex .
8. Further, Ms. Boswell is not nor shall she be considered an agent of the County for any purposes.

AGREED by Kathy Boswell on the 6th day of August.

Signature: Kathy Boswell

APPROVED by the Commissioners' Court of Wise County, Texas in a Meeting held on the 25 day of August, and

Executed by the County Judge pursuant to the appropriate authorization of the Commissioners' Court.

County of Wise, Texas

Signature: \_\_\_\_\_

Wise County Judge

Approved: \_\_\_\_\_

Signature: \_\_\_\_\_

Justice of the Peace Pct. 4

llg

**FULLY EXECUTED**

Print Date 08/05/2014  
Customer 300657104  
Agreement 183112226  
Page 1 of 6

# METTLER TOLEDO

Address 1900 Polaris Parkway  
Columbus, OH 43240-4035  
Phone (800) METTLER  
(800) 638-8537  
Fax (614) 438-4900  
Email USSales@MT.com

[www.mt.com](http://www.mt.com)

## Acknowledgement Prepared For

Chad Davis  
Wise County  
PO Box 899  
Decatur, TX 76234

[chad.davis@co.wise.tx.us](mailto:chad.davis@co.wise.tx.us)  
(P) +19403897270  
(F) +19406274717

Mr. Mark Schirtzinger  
Specialist Inside Sales  
Email : [Mark.Schirtzinger@mt.com](mailto:Mark.Schirtzinger@mt.com)

## Sold-To

Wise County  
PO Box 899  
Decatur, TX 76234

## Ship-To

Wise County  
S Hwy 14  
Bridgeport, TX 76426

## Bill-To

Wise County  
PO Box 899  
Decatur, TX 76234

# METTLER TOLEDO

Print Date 08/05/2014  
 Customer 300657104  
 Agreement 183112226  
 Page 2 of 6

# METTLER TOLEDO

Address 1900 Polaris Parkway  
 Columbus, OH 43240-4035  
 Phone (800) METTLER  
 (800) 638-8537  
 Fax (614) 438-4900  
 Email U.S.Sales@MT.com

www.mt.com

## Service Agreement Acknowledgement

### Acknowledgement Prepared For

Chad Davis  
 PO Box 899  
 Decatur, TX 76234  
 +19403897270

### Duration

Agreement Start Date 10/01/2014  
 Agreement End Date 09/30/2015

### Acknowledgement Print Date

08/05/2014

### Printed from ID

P185077271

### Sold To

Wise County  
 PO Box 899  
 Decatur, TX 76234

### Ship To

Wise County  
 S Hwy 14  
 Bridgport, TX 76426

### Bill To

Wise County  
 PO Box 899  
 Decatur, TX 76234

### Service Description

Service Description	Visit(s)	Line Total
Service Plan 100	2	1,297.51
Basic Preventive Maintenance		
Calibrate Local		
Service Plan 200	2	57.24
Basic Preventive Maintenance		
Service Plan 300		
SVC Price Agreement		

**Total USD 1,354.75**

If you have any questions about this agreement, please contact  
 Mark Schirtzinger Mark.Schirtzinger@mt.com (P) (F)  
 m

Thank you for your Business!

# METTLER TOLEDO

Print Date 08/05/2014  
Customer 300657104  
Agreement 183112226  
Page 3 of 6

# METTLER TOLEDO

Address 1900 Polaris Parkway  
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(800) 638-8537  
Fax (614) 438-4900  
Email [USSales@MT.com](mailto:USSales@MT.com)

[www.mt.com](http://www.mt.com)

## Service Agreement Amendement

**Service Plan 100**  
Amendement to Service Agreement - 183112226

Target Dates	Tolerance
12/01/2014	1 Month
06/01/2015	1 Month

Service Description	Visit(s)	Line Total
101 Basic Preventive Maintenance	2	171.73
102 Calibrate Local	2	1,125.78
<b>Sub-Total USD ( Service Plan 100 )</b>		<b>1,297.51</b>

### Equipment Covered

Serial Number	Description	Asset Number	Customer Location
036173995JKB1	FLOOR SCALE		

Thank you for your Business!

# METTLER TOLEDO

**METTLER TOLEDO**

Address 1500 Polaris Parkway  
 Columbus, OH 43240-4035  
 Phone (800) METTLER  
 (800) 638-8537  
 Fax (614) 438-4900  
 Email US\_Sales@MT.com

www.mt.com

**Service Agreement Amendement**

**Service Plan 200**

Amendment to Service Agreement - 183112226

Target Dates	Tolerance
12/01/2014	1 Month
06/01/2015	1 Month

Service Description	Visit(s)	Line Total
201 Basic Preventive Maintenance	1	57.24
<b>Sub-Total USD ( Service Plan 200 )</b>		<b>57.24</b>

Equipment Covered

Serial Number	Description	Asset Number	Custom # (Optional)
36173995JK	IND780		

Thank you for your Business!

**METTLER TOLEDO**

Print Date 08/05/2014  
Customer 300657104  
Agreement 183112226  
Page 5 of 6

## METTLER TOLEDO

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(800) 638-8537  
Fax (614) 438-4900  
Email USsales@MT.com

[www.mt.com](http://www.mt.com)

### Service Agreement Acknowledgement

#### **Service Plan 300**

<u>Duration</u>	<u>Dates</u>
Agreement Start Date	10/01/2014
Agreement End Date	09/30/2015

<u>Pricing Agreements</u>	<u>Discount</u>
---------------------------	-----------------

#### Equipment Covered

For details on the equipment covered by this price agreement please contact your Mettler Toledo representative.

Thank you for your Business!

## METTLER TOLEDO

# METTLER TOLEDO

Address 1900 Polaris Parkway  
Columbus, OH 43240-4035  
Phone (800) METTLER  
(800) 638-8537  
Fax (614) 438-4900  
Email USsales@MT.com

www.mt.com

## Service Agreement Acknowledgement



Payment Terms Due 30 Days from Invoice Date  
General Conditions This order is expressly subject to the attached Exhibit A, which is incorporated herein.

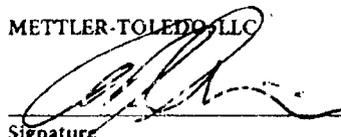
### Buyer Acceptance

Wise County  
Company Name  
  
Signature

Glenn Hughes County Judge  
Name / Title

8-11-14  
Date

METTLER-TOLEDO, LLC

  
Signature

Aaron MacDiarmid, Sr. Contracts Rep

Name / Title

August 11, 2014

Date

Thank you for your Business!

# METTLER TOLEDO

EXHIBIT A Mettler-Toledo, LLC Service Agreement No. 183112226

1. CONTRACT - All current and future services performed by Mettler-Toledo, LLC ("Company") for the original purchaser ("Buyer") are expressly subject to these terms and conditions. Modifications or additions will be recognized only if accepted in writing by an officer of Company. Provisions of Buyer's purchase order, including Buyer's terms and conditions of purchase, or other documents that add to or differ from these terms and conditions, including any documents presented to Company's field service representatives, are EXPRESSLY rejected. No waiver of these terms and conditions or acceptance of others will be construed as a failure of Company to raise objections. Buyer's acceptance of services shall, without prejudice to any other manner in which acceptance of these terms and conditions may be evidenced, constitute unqualified acceptance of these terms and conditions. Any specifications not specifically agreed to in writing are subject to change without notice.

2. QUOTATIONS AND PUBLISHED PRICES - Quotations automatically expire 30 calendar days from the date issued unless otherwise stated in the quotation and are subject to withdrawal by notice within that period. Any purchase or service order issued by Buyer upon an expired quotation may be accepted by Company at its sole discretion; any such acceptance will be communicated to Buyer in writing. Prices shown on the published price lists and other published literature issued by Company are not unconditional offers to sell and/or perform services and are subject to change without notice. Quoted rates/prices, unless otherwise specified, do not include an allowance for shipping, installation and/or final on-site adjustment. Rates/prices for services not covered under a fixed price service contract will be subject to adjustment to those in effect at the time of providing services and may be adjusted to include any necessary surcharge(s). Pricing that differs from Company's published price lists is confidential to Company, and Buyer agrees to strictly maintain such confidentiality. Company expressly disclaims any representation or warranty concerning "most favored customer" pricing which may appear in any of Buyer's documents in connection with any sale by Company to Buyer. Except as otherwise specified, Company will furnish service during regularly scheduled working hours of 8:00 A.M. to 4:30 P.M., Monday through Friday. Service after regular weekday hours and on Saturdays, Sundays, and holidays will be provided at prevailing overtime rates.

3. TAXES - Company's prices do not include any applicable sales, goods/services, use, excise or similar taxes, and the amount of any such tax which Company may be required to pay or collect will be added to each invoice and paid by Buyer unless Buyer has furnished Company with a valid tax exemption certificate acceptable to the taxing authorities prior to shipment. If an exemption certificate provided to Company by Buyer is, through no fault of Company, subsequently determined to be invalid, the previously unpaid sales, use, excise or similar tax will be billed to and paid by Buyer.

4. TERMS OF PAYMENT - Unless prepayment is required, terms are cash net 30 days from date of invoice. Company will be under no obligation to provide services, including warranty services, should the balance owed to Company be more than thirty (30) days past due. Amounts past due are subject to a service charge equal to the greater of 1.5% per month (or fraction thereof) or the maximum contract rate permitted by law. Upon default and placing of Buyer's account for collection or repossession of equipment, Buyer agrees to reimburse collection costs, legal fees, and court costs incurred by Company in connection therewith. If Company deems that by reason of the financial condition of Buyer or otherwise, the continuance, production or shipment on the terms specified is not justified, Company may require full or partial payment in advance. Subject to the warranties expressly stated in 8 below, all sales are final without right of return. Any indebtedness of Buyer to Company may, at Company's sole option, be credited at any time against any amounts owing by Company to Buyer hereunder.

5. CHANGES - Buyer may with the express written consent of Company make changes in the service covered hereunder. In such event, the price and schedule will be equitably adjusted. Company will be entitled to payment for reasonable profit plus costs and expenses incurred by it for work and materials rendered unnecessary as a result of such changes and for work and materials required to effect said changes.

6. CANCELLATION - Undelivered parts of any order may be canceled by Buyer only with the prior written approval of Company. If Buyer makes an assignment for the benefit of creditors, or in the event Company has reason to believe that Buyer is unwilling or unable to perform, Company will have the unconditional right to cancel this sales transaction or demand full or partial payment in advance pursuant to 4 above. If services hereunder are canceled or terminated, Buyer will pay to Company the reasonable costs and expenses (including engineering expenses and all commitments to its suppliers and subcontractors) incurred by Company prior to receipt of notice of such cancellation, plus Company's usual rate of profit for similar work. The minimum cancellation charge will be 15% of the price hereunder. If the cancellation is due to Buyer's replacement of existing equipment with new Company equipment, the cancellation charges will be waived.

7. GATE PASSES - Company's field service representatives are neither required nor allowed to sign gate passes or similar documents of Buyer's (howsoever characterized) that include conditions which in any way impose liabilities inconsistent with the limitation of liability stated herein or otherwise modify the undertakings of Company under these terms and conditions.

8. WARRANTIES: ABSENT A SEPARATE WARRANTY ISSUED TO BUYER BY COMPANY, COMPANY EXPRESSLY WARRANTS THE EQUIPMENT MANUFACTURED AND THE SERVICES PERFORMED BY IT TO BUYER SOLELY AS SET FORTH HEREIN. COMPANY DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED (INCLUDING WITHOUT LIMITATION WARRANTIES AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE). THESE WARRANTIES MAY BE TRANSFERRED TO A SUBSEQUENT PURCHASER OF THE EQUIPMENT ONLY WITH THE PRIOR WRITTEN CONSENT OF COMPANY. IN ADDITION, THE FOLLOWING SHALL CONSTITUTE THE SOLE AND EXCLUSIVE REMEDIES OF BUYER FOR ANY BREACH BY COMPANY OF THE WARRANTY HEREUNDER.

A. PARTS - If any part provided by Company proves to be defective in material or workmanship within ninety (90) days from the installation date or twelve (12) months from the shipment date, whichever date is earlier, Buyer will immediately notify Company in writing of such defect. Should any such parts be found defective, Company, at its option, will repair the purchase price or modify, repair or supply a replacement part, provided Buyer agrees to pay reasonable labor, travel time and expenses to and from a remote location, and that Company has the option to have the part returned to it. If O.R. is not used, it is the responsibility of the Buyer to return such adjustment at the point of installation. Company will accept no responsibility if such part has been improperly operated or maintained or if Buyer has permitted any unauthorized modifications, adjustments and/or repairs to the part. Parts not manufactured by Company will be covered solely by the warranty of the original manufacturer, if any.

B. SERVICE - Company warrants that services will be performed in a workmanlike manner in conformity with standard industry practice. Should any nonconformity be detected within 30 days after the work is completed and prompt notification is made by Buyer in writing to Company, Company will supply the necessary service, direction or consultation to correct the nonconformity.

C. GENERAL - The foregoing warranties are further subject to the following general conditions: (1) Consumables, accessories, normal wear and tear, wear parts and perishables are expressly excluded from the foregoing warranties. (2) If Buyer requests the performance of warranty work provided for under the foregoing warranties during other than normal Company work periods, Buyer will be required to pay for all premium time. (3) These warranties will not apply where Company's equipment and/or software has been subjected to accident, alteration, misuse, abuse, failure on the part of Buyer to ensure proper storage, operation and/or maintenance, installation or servicing by other than Company authorized personnel, the addition or supply of equipment not approved for incorporation into Company's product, integration into the Buyer's environment, or Buyer/ third party supplied software or interfacing. (4) Company does not warrant the calibration of any scale. Company does however warrant the scales manufactured by it to be capable of being adjusted to meet Company's printed specifications, if any, for weighing accuracy as to the particular model/type scale for the period of warranty above stated when properly installed and used. (5) Products of other manufacturers sold by Company as such are warranted by Company solely to the extent of any remaining warranty provided by the original manufacturer. (6) In the event equipment is repaired by Company, the performance of such repair work will not extend existing nor generate new warranty coverage for the equipment as a whole or for those parts not repaired or replaced by Company.

D. METHODS OF CORRECTION OF DEFECTS DURING WARRANTY - To correct defects Company may attempt to diagnose and resolve the defect over the telephone or electronically. Certain equipment contains remote support capabilities for direct problem reporting, remote problem determination, and resolution with Company. When Buyer contacts Company for warranty work, it must follow the problem determination, resolution and procedure that Company specifies. At any time following or in the event of problem determination, Company may require return of the part or product to repair or service. If Company determines on-site work is required, a service technician will be scheduled for on-site work. If Buyer gives notice of a defect to Company and requests Company for on-site work when the defect could have been remedied remotely, or if Company responds to Buyer's notice of defect and no defect is found for which Company is liable, Company shall be entitled to compensation for any work performed and costs it has incurred as a result of Buyer's request. Company encourages Buyer to use available remote support technologies. Failure to install and use available remote connectivity tools and equipment for direct problem reporting, remote problem determination and resolution may result in increased response-time and additional costs to Buyer.

9. INDEMNITY - Company agrees to indemnify Buyer and hold it harmless from and against any direct loss suffered and any third liability to third parties whenever such loss or liability is directly due to bodily injury (including death) to any third party or direct damage to any third party property occurring in the course of, and caused exclusively by, any negligent act or omission by Company on the premises of Buyer that occurs in the performance of the work contemplated herein. This indemnity shall include reasonable legal fees and settlements of claim or suit. Buyer shall provide prompt written notice to Company of any actual or anticipated claims against it that might trigger the foregoing indemnity; failure to do so waives Buyer's right to indemnification hereunder. Following such written notice, Company shall have the sole and exclusive right to manage the defense of any indemnified claims and shall be authorized to settle or compromise such claims at its sole and exclusive discretion. Buyer shall be responsible for defense of all indemnified claims as deemed necessary by Company.

10. REGULATORY LAWS AND OR STANDARDS - The performance of the parties hereto is subject to the applicable laws of the United States of America. Company takes reasonable steps to keep the performance of its services in conformity with various nationally recognized standards and such regulations, which may affect its products. However, Company recognizes that its products and services are utilized in many regulated applications and that from time to time standards and regulations are in conflict with each other. Company makes no promise or representation that its services will conform to any federal or provincial, state or local laws, ordinances, regulations, codes or standards except as particularly specified and agreed upon in writing by authorized officers of Buyer and Company. Company prices do not include the cost of any related inspections or permits or inspection fees.

11. INTELLECTUAL PROPERTY - The sale and performance of services hereunder will in no way transfer to Buyer any right of ownership in any patents, copyrights, trademarks, technologies, designs, specifications, drawings, or other intellectual property of Company.

12. DISCLAIMER OF DAMAGES - IN NO EVENT WILL COMPANY BE LIABLE TO BUYER OR ANY OTHER PARTY FOR ANY TYPE OF SPECIAL, CONSEQUENTIAL, INDIRECT, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING SUCH DAMAGES AS LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF REVENUE, LOSS OF CONTRACT, TORT (INCLUDING NEGLIGENCE), SPIRIT OF CONTRACT, OR OTHER DAMAGES. Such damages shall include but not be limited to loss of profits, revenues, loss of use of the equipment or associated equipment, cost of substitute equipment, lost time, down time, loss of production, or other costs or claims of Buyer's customers or customers of Buyer's customers. Company will not transfer, assign or lease the equipment sold hereunder to any third party without first obtaining the prior written consent of Buyer. In the event of such transfer, assignment or lease, the protection afforded to Company shall be null and void.

13. LIMITATION OF LIABILITY - Company will not be liable for any loss, claim, expense or damage caused by, contributed to or arising out of the acts or omissions of Buyer or third parties, whether negligent or otherwise, in the event that Company's obligations liability for any and all types of damages or losses related to its products or services or those of its products or services sold or delivered pursuant hereo exceed the cost of the repair or service to the claim, whether based in contract, warranty, indemnity, or tort (including negligence). Any suit arising hereunder must be commenced within one year from the date on which the claim or cause of action accrues.

14. NO RESPONSIBILITY FOR CONFIDENTIAL INFORMATION OR ASSISTANCE - Company will not be liable for any, direct or indirect, loss of or damage to confidential information or assistance provided to Buyer hereunder, in any form, including but not limited to, any information, technology or data of Company while performing its services hereunder.

15. INSURANCE - Buyer must obtain and maintain adequate coverage of insurance in accordance with its applicable coverage and policies. Company will provide Buyer direct access to its insurance or give assistance to help Buyer understand their existing or desired insurance policies.

16. TERMINATION - Services may be terminated by Company if it determines that it is unable to perform services at the time scheduled due to misuse, abuse, machine cycles, age, assignment, relocation or operation of the equipment. In the event Company elects not to terminate the services, it may request the dates for service due to the foregoing factors; (ii) by Company, in the event equipment requires major repairs outside the scope of any Company contract with Buyer, and Buyer does not accept the cost of repair; (iii) if the repair services provided by Company pursuant to this contract are being performed by a third party, and the work performed on Buyer's equipment will not be completed within the time period specified by Buyer upon 30 days prior written notice to the Buyer.

17. **FORCE MAJEURE** – The inability of Company to fulfill its obligations required under these terms and conditions resulting from defaults or delays caused by conditions beyond Company's reasonable control including, but not limited to strikes, insurrection, acts of God, war, terrorist activities, emergencies, shortages or unavailability of materials, weather, change in law or other similar causes, will extend the period for the performance of the obligations for the period equal to the amount(s) of any such delay(s) and Buyer will not have the right to termination; provided that Company will continue to perform to the extent feasible in view of such force majeure.

18. **INTERPRETATION** – If any of these terms and conditions contravenes or is invalid under applicable law, these terms and conditions shall not fail as a result but will be construed as if such term or provision was not included. The invalid, illegal or unenforceable provision shall be deemed to be automatically modified, and, as so modified, to be included in these terms and conditions, such modification being made to the minimum extent necessary to render the provision valid, legal and enforceable. Waiver or excuse by Company of any noncompliance with these terms and conditions shall not constitute a waiver or excuse of any prior or subsequent noncompliance.

19. **SURCHARGES** – Company's pricing shall be subject to certain additional surcharges ("Surcharges") at Company's sole discretion. Such Surcharges may be required to partially offset the increase in costs of certain raw materials and other commodities including, but not limited to, fuel and steel. Applicable Surcharges will appear on invoices issued by Company to Buyer and shall be due and payable in accordance with the invoice terms. Company shall periodically update any applicable Surcharges based upon reported pricing in the respective industry.

20. **GOVERNING LAW AND PLACE OF JURISDICTION** – The legal relationship between Buyer and Company shall be governed by the laws of the State of Texas and the United States of America. Exclusive place of jurisdiction shall be Wise County, Texas. The United Nations Convention on Contracts for the International Sale of Goods is explicitly excluded.

llg

**FULLY EXECUTED**



Plan Code: 2540

**AirMedCare Network Group Full Membership  
For Wise County**

**Organization:** Wise County  
**Address:** PO Box 899  
Decatur, TX 76234  
**Contact:** Bill McElhaney  
**Phone:** 940-627-3341 Fax: 940-627-0926  
**Email:** hr@co.wise.tx.us  
**County:** Wise

**Membership Sales Manager/ Base:** Heather McGlasson AE 68

**Participants:**

- The Organization (or Participant, in the case of a "Self-Pay" arrangement) is paying AirMedCare Network the fees shown below so the individuals (Participants) listed on the attached Participant List can be members of the AirMedCare Network, an alliance of affiliated air ambulance providers (each a "Company") as provided in this Agreement.
  - A Participant must be actively affiliated with the Organization (as a member, director, officer, employee or similar relationship) as indicated on the Participant List when the fee for such Participant is paid.
  - Each Participant must submit a completed membership application to AirMedCare Network.
- For annual payment plans, the Organization may later add a Participant by providing AirMedCare Network with the following for the new Participant: (a) a completed application and (b) a pro-rated payment based on the number of months remaining under this Agreement.
- For monthly payment plans, the current Participant List must be submitted with each monthly payment to ensure proper application of the fees.

This agreement is effective from October 1, 2014 to September 30, 2015.

**Fees and Payment:**

No. of Participants in Initial Group		Total
<u>414</u>	1 Year Participant(s) . . . . . \$ 45.00	<u>\$18630.00</u>
	<b>Total</b>	<b><u>\$18630.00</u></b>

**General Provisions:**

- Participant memberships will be effective upon AirMedCare Network's receipt of (a) this Agreement signed by the Organization, (b) payment as provided above and (c) membership applications completed by the Participants. Memberships will automatically expire without notice (i) after one year for annual payment plans, and (ii) after one month for monthly payment plans; however, a 60 day grace period will apply if a membership renewal payment is received within such grace period. No refunds.
- AirMedCare Network agrees that Participant Lists and membership applications (a) will be used by AirMedCare Network only for the purpose of delivering AirMedCare Network services, (b) will be treated like any other AirMedCare Network confidential information and (c) will not be used, sold or shared with any third party inconsistent with this provision.
- This Agreement will automatically renew on its anniversary date (annually or monthly, as applicable), if (a) no termination notice has been sent by either party and (b) payment for the renewal period is received by AirMedCare Network before expiration of the grace period. Either party may terminate this Agreement at any time and for any reason with 30 days prior written notice to the other party, but termination will not affect existing memberships.



Initial SM



Terms and Conditions

AirMedCare Network is an alliance of affiliated air ambulance providers\* (each a "Company"). An AirMedCare Network membership automatically enrolls you as a member in each Company's membership program. Membership ensures the patient will have no out-of-pocket flight expenses if flown by a Company by providing prepaid protection against a Company's air ambulance costs that are not covered by a member's insurance or other benefits or third party responsibility, subject to the following terms and conditions:

- 1. Patient transport will be to the closest appropriate medical facility for medical conditions that are deemed by AMCN Provider attending medical professionals to be life- or limb-threatening or that could lead to permanent disability, and which require emergency air ambulance transport. A patient's medical condition, not membership status, will dictate whether or not air transportation is appropriate and required. Under all circumstances, an AMCN Provider retains the sole right and responsibility to determine whether or not a patient is flown.
2. AMCN Provider air ambulance services may not be available when requested due to factors beyond its control, such as use of the appropriate aircraft by another patient or other circumstances governed by operational requirements or restrictions including, but not limited to, equipment manufacturer limitations, governmental regulations, maintenance requirements, patient condition, age or size, or weather conditions. FAA restrictions prohibit most AMCN Provider aircraft from flying in inclement weather conditions. The primary determinant of whether to accept a flight is always the safety of the patient and medical flight crews. Emergent ground ambulance transport of a member by an AMCN Provider will be covered under the same terms and conditions.
3. Members who have insurance or other benefits, or third party responsibility claims, that cover the cost of ambulance services are financially liable for the cost of AMCN Provider services up to the limit of any such available coverage. In return for payment of the member ship fee, the AMCN Provider will consider its air ambulance costs that are not covered by any insurance, benefits or third party responsibility available to the member to have been fully prepaid. The AMCN Provider reserves the right to bill directly any appropriate insurance, benefits provider or third party for services rendered, and members authorize their insurers, benefits providers and responsible third parties to pay any covered amounts directly to the AMCN Provider. Members agree to remit to the AMCN Provider any payment received from insurance or benefit providers or any third party for air medical services provided by the AMCN Provider, not to exceed regular charges. Neither the Company nor AirMedCare Network is an insurer or reinsurer. Membership is not an insurance policy and cannot be considered as a secondary insurance coverage or a supplement to any insurance coverage. Neither the Company nor AirMedCare Network will be responsible for payment for services provided by another ambulance service.
4. Membership starts 15 days after the Company receives a complete application with full payment; however, the waiting period will be waived for unforeseen events occurring during such time. Members must be natural persons. Memberships are non-refundable and non-transferable.
5. Some state laws prohibit Medicaid beneficiaries from being offered membership or being accepted into membership programs. By applying, members certify to the Company that they are not Medicaid beneficiaries.
6. These terms and conditions supersede all previous terms and conditions between a member and the Company or AirMedCare Network, including any other written or verbal representations relating to the terms and conditions of membership.

\*Air Evac EMS, Inc. / EagleMed LLC / Med Trans Corporation / REACH Air Medical Services, LLC - These terms and conditions apply to all AirMedCare Network participating provider membership programs, regardless of which participating provider transports you.



Initials: [Signature]

Agreed to by:

[Signature]  
Signature

Glenn Hughes  
Printed Name

County Judge  
Title

Wise County  
Organization Name

7-28-14  
Date

[Signature]  
Signature

Kath Hovey  
Printed Name

Med President  
Title

Membership  
Division

8/18/14  
Date

Initials [Signature]

11g

**FULLY EXECUTED**

# Maintenance Agreement

This Agreement is made and entered into on this the 11 day of August, 2014 by and between The Northeast Texas Data Corporation, hereinafter referred to as "Seller", with it's principle place of business in Sulphur Springs, Texas, and **Wise County**, hereinafter referred to as "Buyer", with it's principal place of business in Decatur, Texas.

Seller agrees to furnish to Buyer the services set out below on the terms and conditions of this agreement.

1. This agreement shall be in effect from **October 1, 2014 through September 30, 2015** and applies to the following application software Buyer has purchased from Seller.

## *Tax Collections*

2. During the term of this contract Seller agrees.
  - a) To correct any errors found in the software systems.
  - b) To make all changes in the aforesaid software system necessitated by changes in the law enacted during the term of this agreement.
  - c) To provide to the Buyer all enhancements made to this software systems by Seller for distribution to all clients of Seller.
  - d) To provide Buyer 1-800 telephone support to assist in the productive use of the software systems.
4. In consideration of the above mentioned services, Buyer will pay to Seller the sum of **\$33,125** by January 15, 2014 other services may be needed from Seller, agrees to pay standard hourly billing rates and expenses in return for other services rendered.

NET DATA CORPORATION

by: \_\_\_\_\_

Tony Hemphries, President

WISE COUNTY

by: \_\_\_\_\_

Wise County Judge



# Maintenance Agreement

This Agreement is made and entered into on this the 11 day of August, 2014 by and between The Northeast Texas Data Corporation, hereinafter referred to as "Seller", with it's principle place of business in Sulphur Springs, Texas, and Wise County, hereinafter referred to as "Buyer", with it's principal place of business in Decatur, Texas.

Seller agrees to furnish to Buyer the services set out below on the terms and conditions of this agreement.

1. This agreement shall be in effect from **October 1, 2014 through September 30, 2015** and applies to the following application software Buyer has purchased from Seller

### *Jury Selection*

2. During the term of this contract Seller agrees.
  - a) To correct any errors found in the software systems.
  - b) To make all changes in the aforesaid software system necessitated by changes in the law enacted during the term of this agreement.
  - c) To provide to the Buyer all enhancements made to this software systems by Seller for distribution to all clients of Seller.
  - d) To provide Buyer 1-800 telephone support to assist in the productive use of the software systems.
4. In consideration of the above mentioned services, Buyer will pay to Seller the sum of **\$6,500** by October 15, 2014 other services may be needed from Seller, agrees to pay standard hourly billing rates and expenses in return for other services rendered.

NET DATA CORPORATION

by: \_\_\_\_\_

Tory Hernandez, President

WISE COUNTY

by: \_\_\_\_\_

Wise County Judge





## Hardware Support Level 2 Maintenance Agreement

This Agreement is made and entered into on this the 11 day of August, 2014 by and between The NET Data Corporation, hereinafter referred to as "Seller", with principal place of business in Sulphur Springs, Texas, and Wise County, hereinafter referred to as "Buyer", with its principal place of business in Decatur, Texas.

Seller agrees to furnish to Buyer the services set out below on the terms and conditions of this agreement.

1. This agreement shall be in effect from October 1, 2014 thru September 30, 2015 and applies to *Hardware Support Maintenance* services provided by the Seller. During the term of this contract Seller agrees to provide;

Hardware 1-800 support for the following:

- iSeries Access Installation and questions\*
- RVI Installation and questions\*
- NETD Online Installation and questions\*
- Printer configuration to the i5 and questions\*
- Assist IBM CE during Hardware/Software iSeries 400 problems
- Once a month dial-in to check for system messages and backup

\*This does not cover the physical installation of PC's and/or PC operating systems.

Additionally, NET Data will provide;

- Two onsite updates for PTF's and/or OS/400 Upgrades per year
- Disaster Recovery Services (defined below)
- Free installation of i5/iSeries/400 equipment purchased from NET Data

2. Disaster Recovery Services (DRS)

A. **DISASTER DEFINED.** A "Disaster" is defined as any unplanned event or condition (excluding an act of terrorism) that renders the Customer unable to use their IBM iSeries/400 computer equipment.

B. **EQUIPMENT.** Whenever Customer declares a disaster, NET Data will provide a fully operational, relocatable computer system, equal to or better than the existing iSeries/400 configuration in use by the Customer.

C. **ON-SITE SERVICES.** NET Data will deploy two (2) technicians on-site to assist in establishing a working computer environment at the designated relocation area.

D. **EQUIPMENT USAGE.** The Customer may utilize the IBM iSeries/400 supplied by NET Data for up to thirty (30) calendar days or the install of the replacement iSeries/400 which ever is first.

E. **AVAILABILITY.** NET Data guarantees that the Customer will have the use of the IBM iSeries/400 within forty-eight (48) hours after initial notification.

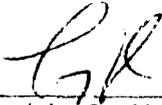
F. **MULTIPLE DISASTER CONSIDERATION.** Customer's rights of immediate and exclusive use of NET Data's DRS, as provided herein, shall be subject to the possibility that one or more other subscribers ("other affected subscribers") could declare a disaster and require use of the same DRS at the same time as Customer. In this event, all Recovery Resources shall be available on a priority use basis except for those designated

by NET Data, in its reasonable discretion, as available on a shared use basis. Access to and use of NET Data's DRS during disasters shall depend upon the order in which disasters are declared. NET Data shall maintain records of its receipt of disaster declarations, which shall be the exclusive basis for determining the order in which disasters are declared.

3. In consideration of the above-mentioned services, Buyer will pay to Seller the sum of **\$10,000** on the first day of October of each year during the term of this contract.
4. Buyer, recognizing that other services may be needed from Seller, agrees to pay standard hourly billing rates of one hundred-fifty (150) dollars per hour and expenses in return for other services (those not included in this contract) rendered.

THE NET DATA CORPORATION

MISSOURI County

By:   
Tory Humphries, President

By:   
Member of Governing Body

11g

**FULLY EXECUTED**

Print Date 08/05/2014  
Customer 300657104  
Agreement 183112225  
Page 1 of 5

# METTLER TOLEDO

Address 1900 Poiraris Parkway  
Columbus, OH 43240-4035  
Phone (800) METTLER  
(800) 638-8537  
Fax (614) 438-4900  
Email USSales@MT.com

[www.mt.com](http://www.mt.com)

### Acknowledgement Prepared For

Chad Davis  
Wise County  
PO Box 899  
Decatur, TX 76234

chad.davis@co.wise.tx.us  
(P) +19403897270  
(F) +19406274717

Mr. Mark Schirtzinger  
Specialist Inside Sales  
Email : Mark.Schirtzinger@mt.com

### Sold To

Wise County  
PO Box 899  
Decatur, TX 76234

### Ship To

Wise County  
2000 S Trinity St  
Decatur, TX 76234

### Bill To

Wise County  
PO Box 899  
Decatur, TX 76234

# METTLER TOLEDO

Print Date 08/05/2014  
 Customer 300657104  
 Agreement 183112225  
 Page 2 of 5

# METTLER TOLEDO

Address 1900 Polaris Parkway  
 Columbus, OH 43240-4035  
 Phone (800) METTLER  
 (800) 638-8537  
 Fax (614) 438-4900  
 Email USSales@MT.com

www.mt.com

## Service Agreement Acknowledgement

### Acknowledgement Prepared For

Chad Davis  
 PO Box 899  
 Decatur, TX 76234  
 +19403897270

### Duration

Agreement Start Date 10/01/2014  
 Agreement End Date 09/30/2015

### Acknowledgement Print Date

08/05/2014

### Printed at P#

P183077229

### Sold-To

Wise County  
 PO Box 899  
 Decatur, TX 76234

### Ship-To

Wise County  
 2000 S Trinity St  
 Decatur, TX 76234

### Bill-To

Wise County  
 PO Box 899  
 Decatur, TX 76234

Service Description	Qty	Unit Price	Line Total
Service Plan 100	2		1,149.43
Basic Preventive Maintenance			
Calibrate Local			
<b>Total USD</b>			<b>1,200.14</b>

If you have any questions about this agreement, please contact  
 Mark Schirtzinger Mark.Schirtzinger@mt.com (P) (F)

Thank you for your Business!

# METTLER TOLEDO

Print Date 08/05/2014  
Customer 300657104  
Agreement 183112225  
Page 3 of 5

# METTLER TOLEDO

Address 1500 Polaris Parkway  
Columbus, OH 43240-4035  
Phone (800) METTLER  
(800) 838-8557  
Fax (614) 438-4900  
Email USSales@MT.com

www.mt.com

## Service Agreement Amendment

### Service Plan 100

Amendment to Service Agreement - 183112225

Target Dates	Tolerance
12/15/2014	1 Month
06/15/2015	1 Month

Service Description	Qty	Line Total
101 Basic Preventive Maintenance	2	152.13
102 Calibrate Local	2	997.30
Sub-Total USD ( Service Plan 100 )		1,149.43

### Equipment Covered

Serial Number	Description	Asset Number	Customer Location
55718805GJB1	Floor Scale		

Thank you for your Business!

# METTLER TOLEDO

Print Date 08/05/2014  
Customer 300657104  
Agreement 183112225  
Page 4 of 5

# METTLER TOLEDO

Address 1900 Polaris Parkway  
Columbus, OH 43240-4035  
Phone (800) METTLER  
(800) 638-8537  
Fax (614) 438-4900  
Email USSales@MT.com

[www.mt.com](http://www.mt.com)

## Service Agreement Acknowledgement

<u>Duration</u>	<u>Dates</u>
Agreement Start Date	10/01/2014
Agreement End Date	09/30/2015

<u>Pricing Agreements</u>	<u>Discount</u>
Break / Fix	(34.00%)
Bussi Support SVC HR	(34.00%)
Customization HR	(34.00%)
Installation HR	(34.00%)
Remote Service HR	(34.00%)
Setup and Config HR	(34.00%)
Uninstall Service HR	(34.00%)

### Equipment Covered

Serial Number	Description	Asset Number
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Thank you for your Business!

# METTLER TOLEDO

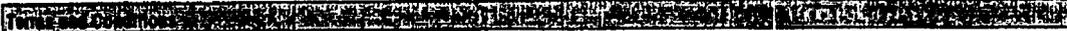
Print Date 08/05/2014  
Customer 300657104  
Agreement 183112225  
Page 5 of 5

# METTLER TOLEDO

Address 1900 Pokirts Parkway  
Columbus, OH 43240-4035  
Phone (300) METTLER  
(800) 613-1225  
Fax (614) 438-4900  
Email USSales@MT.com

www.mt.com

## Service Agreement Acknowledgement



Payment Terms  
General Conditions

Due 30 Days from Invoice Date  
This order is expressly subject to the attached Exhibit A, which incorporates herein

### Buyer Acceptance

Wise County  
Company Name

[Signature]  
Signature

Glenn Hughes County Judge  
Name / Title

8-11-14  
Date

METTLER TOLEDO, LLC  
[Signature]  
Signature

Aaron MacDiarmid, Sr. Contracts Rep.  
Name, Title

August 12, 2014  
Date

Thank you for your Business!

# METTLER TOLEDO

1. CONTRACT - All current and future services performed by Mettler-Toledo, LLC ("Company") for the original purchaser ("Buyer") are expressly subject to these terms and conditions. Modifications or additions will be recognized only if accepted in writing by an officer of Company. Provisions of Buyer's purchase order, including Buyer's terms and conditions of purchase, or other documents that add to or differ from these terms and conditions, including any documents presented to Company's field service representatives, are EXPRESSLY rejected. No waiver of these terms and conditions or acceptance of others will be construed as a failure of Company to raise objections. Buyer's acceptance of services shall, without prejudice to any other manner in which acceptance of these terms and conditions may be evidenced, constitute unqualified acceptance of these terms and conditions. Any specifications not specifically agreed to in writing are subject to change without notice.

2. QUOTATIONS AND PUBLISHED PRICES - Quotations automatically expire 30 calendar days from the date issued unless otherwise stated in the quotation and are subject to withdrawal by notice within that period. Any purchase or service order issued by Buyer upon an expired quotation may be accepted by Company at its sole discretion; any such acceptance will be communicated to Buyer in writing. Prices shown on the published price lists and other published literature issued by Company are not unconditional offers to sell and/or perform services and are subject to change without notice. Quoted rates/prices, unless otherwise specified, do not include an allowance for shipping, installation and/or final on-site adjustment. Rates/prices for services not covered under a fixed price service contract will be subject to adjustment to those in effect at the time of providing services and may be adjusted to include any necessary surcharge(s). Pricing that differs from Company's published price lists is confidential to Company, and Buyer agrees to strictly maintain such confidentiality. Company expressly disclaims any representation or warranty concerning "most favored customer" pricing which may appear in any of Buyer's documents in connection with any sale by Company to Buyer. Except as otherwise specified, Company will furnish service during regularly scheduled working hours of 8:00 A.M. to 4:30 P.M., Monday through Friday. Service after regular weekday hours and on Saturdays, Sundays, and holidays will be provided at prevailing overtime rates.

3. TAXES - Company's prices do not include any applicable sales, goods/services, use, excise or similar taxes, and the amount of any such tax which Company may be required to pay or collect will be added to each invoice and paid by Buyer unless Buyer has furnished Company with a valid tax exemption certificate acceptable to the taxing authorities prior to shipment. If an exemption certificate provided to Company by Buyer is, through no fault of Company, subsequently determined to be invalid, the previously unpaid sales, use, excise or similar tax will be billed to and paid by Buyer.

4. TERMS OF PAYMENT - Unless prepayment is required, terms are cash net 30 days from date of invoice. Company will be under no obligation to provide services, including warranty services, should the balance owed to Company be more than thirty (30) days past due. Amounts past due are subject to a service charge equal to the greater of 1.5% per month (or fraction thereof) or the maximum contract rate permitted by law. Upon default and placing of Buyer's account for collection or repossession of equipment, Buyer agrees to reimburse collection costs, legal fees, and incur costs incurred by Company in connection therewith. If Company deems that by reason of the financial condition of Buyer or otherwise, the continuance, production or shipment on the terms specified is not justified, Company may require full or partial payment in advance. Subject to the warranties expressly stated in 8 below, all sales are final without right of return. Any indebtedness of Buyer to Company may, at Company's sole option, be credited at any time against any amounts owing by Company to Buyer hereunder.

5. CHANGES - Buyer may with the express written consent of Company make changes in the service covered hereunder. In such event, the price and schedule will be equitably adjusted. Company will be entitled to payment for reasonable profit plus costs and expenses incurred by its work and materials rendered unnecessary as a result of such changes and for work and materials required to effect said changes.

6. CANCELLATION - Undelivered parts of any order may be canceled by Buyer only with the prior written approval of Company. If Buyer makes an assignment for the benefit of creditors, or in the event Company has reason to believe that Buyer is unwilling or unable to perform, Company will have the unconditional right to cancel this sales transaction or demand full or partial payment in advance pursuant to 4 above. If services hereunder are canceled or terminated, Buyer will pay to Company the reasonable costs and expenses (including engineering expenses and all commitments to its suppliers and subcontractors) incurred by Company prior to receipt of notice of such cancellation, plus Company's usual rate of profit for similar work. The minimum cancellation charge will be 15% of the price hereunder. If the cancellation is due to Buyer's replacement of its existing equipment with new Company equipment, the cancellation charge will be waived.

7. GATE PASSES - Company's field service representatives are neither required nor authorized to sign gate passes or similar documents of Buyer's (howsoever characterized) that include conditions which in any way impose liabilities inconsistent with the limitation of liability stated herein or otherwise modify the undertakings of Company under these terms and conditions.

8. WARRANTIES: ABSENT A SEPARATE WARRANTY ISSUED TO BUYER BY COMPANY, COMPANY EXPRESSLY WARRANTS THE EQUIPMENT MANUFACTURED AND THE SERVICES PERFORMED BY IT TO BUYER SOLELY AS SET FORTH HEREIN. COMPANY DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED (INCLUDING WITHOUT LIMITATION WARRANTIES AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE). THESE WARRANTIES MAY BE TRANSFERRED TO A SUBSEQUENT PURCHASER OF THE EQUIPMENT ONLY WITH THE PRIOR WRITTEN CONSENT OF COMPANY. IN ADDITION, THE FOLLOWING SHALL CONSTITUTE THE SOLE AND EXCLUSIVE REMEDIES OF BUYER FOR ANY BREACH BY COMPANY OF ITS WARRANTY HEREUNDER.

A. PARTS - If any part provided by Company proves to be defective in material and/or workmanship within ninety (90) days from the installation date or twelve (12) months from the shipment date, whichever date is earlier, Buyer will immediately notify Company in writing of such defect. Should any such parts be found defective, Company, at its option, will refund the purchase price or modify, repair or supply a replacement part, provided Buyer agrees to pay reasonable labor, travel time and expenses to and from a service location authorized by Company. Company has the option to have the part returned to P.O. Box 1400, Columbus, Indiana. Such adjustment at the point of installation. Company will accept no responsibility if such equipment has been improperly operated or maintained or if Buyer has permitted any unauthorized modifications, adjustments and/or repairs to the part. Parts not manufactured by Company will be covered solely by the warranty of the original manufacturer, if any.

B. SERVICE - Company warrants that services will be performed in a workmanlike manner in conformity with standard industry practice. Should any nonconformity be detected within 90 days after the work is completed and prompt notification is made by Buyer in writing to Company, Company will supply the necessary service, direction or consultation to correct the nonconformity.

C. GENERAL - The foregoing warranties are further subject to the following general conditions: (1) Consumables, accessories, normal wear and tear, wear parts and perishables are expressly excluded from the foregoing warranties. (2) If Buyer requests the performance of warranty work provided for under the foregoing warranties during other than normal Company work periods, Buyer will be required to pay for all premium time. (3) These warranties will not apply where Company's equipment and/or software has been subjected to accident, alteration, misuse, abuse, failure on the part of Buyer to ensure proper storage, operation and/or maintenance, installation or servicing by other than Company authorized personnel, the addition or supply of equipment not approved for incorporation into Company's product, integration into the Buyer's environment, or Buyer third party supplied software or interfacing. (4) Company does not warrant the calibration of any scale. Company does however warrant the scales manufactured by it to be capable of being adjusted to meet Company's printed specifications if any, for weighing accuracy as to the particular model/type scale for the period of warranty above stated when properly installed and used. (5) Products of other manufacturers sold by Company as such are warranted by Company solely to the extent of any remaining warranty provided by the original manufacturer. (6) In the event equipment is repaired by Company, the performance of such repair work will not extend existing nor generate new warranty coverage for the equipment as a whole or for those parts not repaired or replaced by Company.

D. METHODS OF CORRECTION OF DEFECTS DURING WARRANTY - To correct defects Company may attempt to diagnose and resolve the defect over the telephone or electronically. Certain equipment contains remote support capabilities for direct problem reporting, remote problem determination, and troubleshooting. Company, when Buyer contacts Company for warranty work, must follow the problem determination resolution and procedure that Company specifies. At any time following or in assisting in problem determination, Company may require return of the part or product to plant for service. If Company determines on-site work is required, a service technician will be scheduled for on-site work. If Buyer gives notice of a defect to Company and requests Company for on-site work when the defect could have been remedied remotely, or if Company responds to Buyer's notice of defect and no defect is found for which Company is liable, Company shall be entitled to compensation for any work performed and costs it has incurred as a result of Buyer's request. Company encourages Buyer to use available remote support technologies. Failure to install and use available remote connectivity tools and equipment for direct problem reporting, remote problem determination and resolution may result in increased response time and additional charges to Buyer.

9. INDEMNITY - Company agrees to indemnify Buyer and hold it harmless from and against any direct loss suffered and any direct liability to third parties whenever such loss or liability is directly due to bodily injury (including death), to any third party, or direct damage to any third party property occurring in the course of, and caused exclusively by, any negligent act or omission by Company on the premises of Buyer that occurs in the performance of the work contemplated herein. This indemnity shall include reasonable legal fees and settlements of claim or suit. Buyer shall provide prompt written notice to Company of any actual or anticipated claims against it that might trigger the foregoing indemnity; failure to do so shall constitute a waiver of indemnification hereunder. Following such written notice, Company shall have the sole and exclusive right to manage the defense of any indemnified claims and shall be authorized to settle or compromise such claims at its sole and exclusive discretion. Buyer shall cooperate in the defense of all indemnified claims as deemed necessary by Company.

10. REGULATORY LAWS AND OTHER LOADS - The performance of the parties hereto is subject to the applicable laws of the United States of America. Company takes reasonable steps to keep its performance of its services in conformity with various nationally recognized standards and such regulations which may affect its products. However, Company recognizes that its products and services are utilized in many regulated applications and that from time to time standards and regulations are in conflict with each other. Company makes no promise or representation that its services will conform to any federal, state or local laws, ordinances, regulations, codes or standards except as particularly specified and agreed upon in writing by authorized officers of Buyer and Company. Company prices do not include the cost of any related inspections or permits or inspection fees.

11. INTELLECTUAL PROPERTY - The title and/or performance of services hereunder will in no way transfer to Buyer any right of ownership in any patents, copyrights, trademarks, technologies, designs, specifications, formulas or other intellectual property of Company.

12. DISCLAIMER OF DAMAGES - COMPANY AND COMPANY ARE NOT LIABLE TO BUYER OR ANY OTHER PARTY FOR SPECIAL, CONSEQUENTIAL, INDIRECT, INCIDENTAL, EXEMPLARY, OR PUNITIVE DAMAGES, WHETHER SUCH DAMAGES ARISE OUT OF OR ARE A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE. Such damages shall include but not be limited to loss of profits or revenues, loss of use of the equipment or associated equipment, cost of substitute equipment, lost time, and any other damages, compensation, or claims of Buyer's customers or contractors for which the Buyer will not transfer, assign or lease the equipment sold hereunder to any third party without first obtaining from such party the protection afforded to Company herein.

13. LIMITATION OF LIABILITY - In no event shall Company be liable for any loss, claim, expense or damage caused by, with respect to or arising out of, the sale, installation, operation or use of Buyer or third parties, whether negligent or otherwise. In no event shall Company's aggregate liability for any and all types of damages or losses related to the sale, installation, operation of the product or services sold or delivered pursuant herein exceed the purchase price of the product or services, whether issued in contract, warranty, indemnity or tort (including negligence). Any suit arising hereunder must be commenced within one year after the date of the last act or omission giving rise to the claim.

14. NO RESPONSIBILITY FOR OPERATIONAL INFORMATION OR ASSISTANCE - Company will not be liable for any operational information, assistance, or training that is not specifically requested to be provided to Buyer. Buyer must be able to operate the equipment and perform the required maintenance while performing its intended use.

15. INSURANCE - Each party shall obtain and carry adequate insurance in accordance with its standard coverage and with the minimum coverage provided and payable under access to its insurance or any additional coverage that may be required for the foregoing products and services.

16. TERMINATION - Services may be terminated: (i) by Company if it determines that it is unable to perform services at the rates specified due to misuse, abuse, machine cycles, age, assignment, relocation or operation of the equipment; in the event Company elects not to terminate the services, it may adjust its rates for services due to the foregoing factors; (ii) by Company in the event equipment requires major repairs outside the scope of any Company contract with Buyer, and Buyer does not accept the repair estimate provided by Company pursuant to section 8 above; or (iii) by Company if Buyer does not pay for services performed on Buyer's equipment within a time period specified in writing by Company or Buyer upon 30 days prior to the date of the invoice.

17. **FORCE MAJEURE** – The inability of Company to fulfill its obligations required under these terms and conditions resulting from defaults or delays caused by conditions beyond Company's reasonable control including, but not limited to strikes, insurrection, acts of God, war, terrorist activities, emergencies, shortages or unavailability of materials, weather, change in law or other circumstances, will extend the period for the performance of the obligations for the period equal to the period(s) of any such delay(s) and Buyer will not have the right to termination, provided that Company will continue to perform to the extent feasible in view of such force majeure.

18. **INTERPRETATION** – If any of these terms and conditions contravenes or is invalid under applicable law, these terms and conditions shall not fail as a result but will be construed as if such term or provision was not included. The invalid, illegal or unenforceable provision shall be deemed to be automatically modified, and, as so modified, to be included in these terms and conditions, such modification being made to the minimum extent necessary to render the provision valid, legal and enforceable. Waiver or excuse by Company of any noncompliance with these terms and conditions shall not constitute a waiver or excuse of any prior or subsequent noncompliance.

19. **SURCHARGES** – Company's pricing shall be subject to certain additional surcharges ("Surcharges") at Company's sole discretion. Such Surcharges may be required to partially offset the increase in costs of certain raw materials and other commodities including, but not limited to, fuel and steel. Applicable Surcharges will appear on invoices issued by Company to Buyer and shall be due and payable in accordance with the invoice terms. Company shall periodically update any applicable Surcharges based upon reported pricing in the respective industry.

20. **GOVERNING LAW AND PLACE OF JURISDICTION** – The legal relationship between Buyer and Company shall be governed by the laws of the State of Texas and the United States of America. Exclusive place of jurisdiction shall be Wise County, Texas. The United Nations Convention on Contracts for the International Sale of Goods is explicitly excluded.

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**FULLY EXECUTED**

# ProCare

# stryker<sup>®</sup>

Donn Duren

Remittance Address:

PO Box 93308

Chicago, IL 60673-3308

Account Rep:

Heldt McGregor

Date: 8/5/2014

Exhibit A

Account Number: 923381  
 Account Name: Wise County EMS  
 Account Address: 1101 W Rose Ave  
 City, State Zip: Decatur, TX 76234

Name: Charles Dillard  
 Title: EMS  
 Phone: 840-824-2002  
 Email: cdillard@ems.cc.texas.us

Item No.	Model Number	Model Description	ProCare Program	Qty	Yrs	Annual Price	Total
1	6500	Power-PRO XT	EMS PLT	4	1	\$2,696.00	\$2,696.00
2	6500	Power-PRO XT	EMS Protect +	4	1	\$4,972.00	\$4,972.00

**EMS Protect +:**

Includes parts, labor, travel, 1 annual PM inspection, unscheduled service, SMART battery replacement & product repair documentation. Replacement parts do not include mattresses, and other disposable or expendable parts.

**EMS PLT:**

Includes parts, labor, and travel.

ProCare Total	\$7,668.00
Discount	10%
<b>FINAL TOTAL</b>	<b>\$6,901.20</b>

Start Date: 8/5/2014  
 End Date: 8/5/2015

*[Signature]*  
 Stryker Signature

*[Signature]*  
 Customer Signature

Date Accepted

Purchase Order Number: none (MUST INCLUDE HARD COPY)

Please fax signed Proposal and Purchase Order to Tom Tamm (817) 989-2014

Item No.	Model	Serial Number
1	650C	051239746
2	6500	051239746
3	6500	060549361
4	6500	070541031
5	6500	080738590
6	6500	081139551
7	6500	090740298
8	6500	110540118

This document sets forth the entire Product Service Plan Agreement ("Agreement") between Stryker Medical, a division of Stryker Corporation, hereinafter referred to as Stryker, and Wise County EMS, hereinafter referred to as Customer. This is the entire Agreement and no other oral modifications are valid. This Agreement will remain in effect unless expressly modified by either party according to the following terms and conditions.

#### 1. COVERAGE AND TERM

The product service plan coverage, term, start date, and price of the Service Plan appear on the Service Agreement attached and the Service Plan Covers the equipment set forth on Exhibit A (collectively, the "Equipment").

#### 2. EQUIPMENT SCHEDULE CHANGES

During the term of the Agreement and upon written notice, Stryker will accept additions to the Equipment. Additions are subject to the terms and conditions contained herein. Stryker shall adjust the charges and modify the schedule to reflect the additions.

#### 3. INSPECTION SCHEDULING

Service inspections will be scheduled in advance at a mutually agreed upon time for such period of time as is reasonably necessary to complete the service. Equipment not made available at the specified time will be serviced at the next scheduled service inspection unless specific arrangements are made with Stryker. Such arrangements will include travel and other special charges at Stryker's then current rates.

#### 4. INSPECTION ACTIVITY

On each scheduled service inspection, Stryker's Service Representative will inspect and maintain the Equipment as required in accordance with Stryker's then current Maintenance procedures for said Equipment. If there be any other circumstances which change the number of inspections, prices, or Equipment, Stryker will advise the Customer.

#### 5. SERVICE INVOICING

Invoices will be sent on the agreed payment method. All prices are exclusive of state and local use taxes or similar taxes. In states assessing upfront sales and use tax, your payments will be adjusted to include all applicable sales and use tax, prioritized over the Service Plan term using a rate that preserves for Stryker, its affiliates and/or assigns, the intended economic yield for the transaction described in this Agreement. All invoices issued under this Agreement are to be paid within thirty (30) days of the date of the invoice. Failure to comply with Net 30 Day terms will constitute breach of contract and future service will only be made on a prepaid or COD basis, or until the previous obligation is satisfied, or both. Stryker reserves the right, with no liability to Stryker, to cancel any contract on the basis of payment default for any previous product or service provided by Stryker Sales Corporation or any of its affiliates.

#### 6. PRICE CHANGES

The Service prices specified herein are the base prices of the Service Plan. Prices are subject to change without notice during the term of the Service Plan.

#### 7. INITIAL INSPECTION

This Agreement shall be applicable only to such Equipment as listed in Exhibit A, which has been inspected by Stryker's Representative to be in good operating condition upon his/her initial inspection thereof.

#### 8. OPERATION MAINTENANCE

Stryker's service is ancillary to and not a complete substitute for the requirements of Customer to adhere to the routine maintenance instructions provided by Stryker, its Equipment and operations manuals, and accompanying labels and/or inserts for each item of Equipment. Customer's appropriate user personnel should be entirely familiar with the instructions and contents of those manuals, labels and inserts and implement them accordingly.

**8. SERVICE PLAN WARRANTY AND LIMITATIONS**

During the term of the Service Plan, Stryker will maintain the equipment in good working order. All equipment and Equipment components repaired or replaced under this Service Plan continue to be warranted as described herein during the Service Plan term. When Equipment or component is replaced, the Item provided in replacement will be the customer's property and the replaced Item will be Stryker's property. If a refund is provided by Stryker, the Equipment for which the refund is provided must be returned to Stryker and will become Stryker's property. There are no express or implied warranties by Stryker other than the warranties hereinafter described with respect to the Service Plan or the Equipment covered thereunder, including without limitation, warranty of merchantability or fitness for a particular purpose. Notwithstanding any other provision of this Agreement, the Service Plan does not include repairs or other services made necessary by or related to, the following: (1) Abnormal wear or damage caused by misuse or by failure to perform normal and routine maintenance as set out in the Stryker Maintenance Manual or Operating Instructions. (2) Accidents (3) Catastrophe (4) Acts of God (5) Any malfunction resulting from faulty maintenance, improper repair, damage and/or alteration by non-Stryker authorized personnel (6) Equipment on which any original serial numbers or other identification marks have been removed or destroyed; or (7) Equipment that has been repaired with any unauthorized or non-Stryker components. In addition, in order to ensure safe operation of Stryker Equipment, only Stryker accessories should be used. Stryker reserves the right to invalidate the Service Plan and complimentary loaner programs if Equipment is used with accessories not manufactured by Stryker.

**10. WAIVER EXCLUSIONS**

No failure to exercise, and no duty by Stryker in exercising any right, power or privilege, shall constitute a waiver as a matter of course. No waiver of any breach of any provision by Stryker shall be deemed to be a waiver by the same or other party of any subsequent breach of the same or any other provision. No extension of time by Stryker for performance of any obligation or other duty, whether or not under any other Agreement shall be deemed to be an extension of time for performance of any other obligations or other duties by Stryker.

**11. LIMITATION OF LIABILITY**

Stryker's liability on any claim whether in contract or otherwise, for any loss or damage arising out of, connected with or resulting from the repair of any product furnished hereunder shall in no event exceed the price paid for said repair which gives rise to the claim. In no event shall Stryker be liable for incidental, consequential or special damages. Notwithstanding the foregoing, nothing herein shall be deemed to disclaim Stryker's liability to third parties resulting from the negligence of Stryker or its agents, employees or contractors.

**12. TERMINATION**

The Agreement may be canceled by either party by giving written (30) days notice within either of the following periods to the other party. If this Agreement is canceled during or before the expiration date of the Agreement, Customer shall pay for the cost of the equipment up to the cancellation date of the Agreement and for any parts, labor, and travel charges, required to maintain equipment, exceeding that already paid during the Agreement.

**13. FORCE MAJEURE**

Neither Party to this Agreement will be liable for any delay or failure of performance that is the result of any event which the Party could not reasonably have been avoided or that is otherwise beyond its control, provided that the Party has used its best efforts to avoid the other Party describing the circumstances causing delay. Such events include, but are not limited to, terrorism, act of war, riots, civil disorder, rebellions, fire, flood, earthquake, explosion, action of the elements, acts of God, inability to obtain or shortage of material, equipment or transportation, governmental orders, restrictions, priorities or rationing, accidents and strikes, lockouts or other labor trouble or shortage.

**14. INDEMNIFICATION**

Stryker shall indemnify and hold Customer harmless from any loss, damage, cost or expense, including reasonable attorney's fees, arising out of (1) any injury (including death) to any person arising from Stryker's products, services, or equipment, not caused by the gross negligence or willful misconduct or omission of Customer, or (2) any property damage caused by the gross negligence or willful misconduct or omission by Stryker or Stryker's employees, agents, or contractors. The foregoing indemnification will not apply to any liability arising from (i) an injury due to the negligence of any person other than Stryker's employee or agent, (ii) the failure of any person other than Stryker's employee or agent to follow any instructions outlined in the labeling, manual, and/or instructions for use of a product(s), or (iii) the use of any product or part not purchased from Stryker or product or part that has been modified or altered in any way by any person other than Stryker's employee or agent. Except as specifically provided herein, Stryker is not responsible for any claims, damages, or injuries arising from the selection, manufacture, installation, operation, condition, possession, or use of a Product. Customer represents and warrants that it shall indemnify and indemnify Stryker for any claims or losses or injuries arising from the use of the Product by its employees, agents, or contractors.

*[Handwritten signatures]*

**15. INSURANCE REQUIREMENTS**

Stryker shall maintain from Insurers (with an A.M. Best rating of not less than A-) the following insurance coverages during the term of this Agreement: (i) commercial general liability coverage with minimum limits of \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate applying to bodily injury, personal injury, and property damage; (ii) automobile insurance with combined single limits of \$1,000,000 for owned, hired, and non-owned vehicles; (iii) worker's compensation insurance as required by applicable law. Stryker's general liability insurance policy shall include Customer as an additional insured. Certificates of insurance shall be provided by Stryker prior to commencement of the services at any premises owned or operated by Customer. To the extent permitted by applicable laws and regulations, Stryker shall be permitted to meet the above requirements through a program of self-insurance. If we elect to self-insure, such self-insurance shall also be administered pursuant to a reasonable self-insurance program that fully complies with all requirements established by Customer.

**16. WARRANTY OF NON-EXCLUSION**

Each party represents and warrants that as of the Effective Date, neither it nor any of its employees, are or have been excluded, terminated, suspended, or debarred from a federal or state health care program or from participation in any federal or state procurement or non-procurement programs. Each party further represents that no final adverse action by the federal or state government has occurred or is pending or threatened against the party, its affiliates, or, to its knowledge, against any employee, officer, or agent engaged to provide items or services under this Agreement. Each party also represents that if during the term of this Agreement it or any of its employees becomes so excluded, terminated, suspended, or debarred from a federal or state health care program or from participation in any federal or state procurement or non-procurement programs, such will promptly notify the other party. Each party retains the right to terminate or modify this Agreement in the event of the other party's exclusion from a federal or state health care program.

**17. COMPLIANCE**

To the extent required by law the following provision applies: Customer hereby agrees to comply with the Continuous Reconciliation Act of 1980 (P.L. 96-499) and its Implementing regulations (42 CFR, Part 420). To the extent applicable to the activities of Stryker hereunder, Stryker further specifically agrees that until the expiration of four (4) years after furnishing services and/or products pursuant to this Agreement, Stryker shall make available, upon written request of the Secretary of the Department of Health and Human Services, or upon request of the Comptroller General, or any of their duly authorized representatives, this Agreement, all the books, documents and records of Stryker that are necessary to verify the nature and extent of the costs charged to Customers under this Agreement, and Stryker certifies that if Stryker carries out any of the duties of this Agreement through a subcontract with any other organization, such subcontract shall remain in effect until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request to the Secretary, or upon request to the Comptroller General, or any of their duly authorized representatives the subcontract, and books and documents and records of such organization that are necessary to verify the nature and extent of such costs.

**18. HIPAA**

All medical information and/or data concerning specific patients (including, but not limited to, the identity of the patient(s), derived from or obtained during the course of the Agreement), shall be treated by both parties as confidential so as to comply with all applicable state and federal laws and regulations regarding confidentiality of patient records, and shall not be copied, disseminated, or published to any party other than as required or permitted under applicable laws. Stryker is not a "business associate" of Customer, as defined by HIPAA (the Health Insurance Portability and Accountability Act of 1996) and 45 CFR, parts 160 and 164, as amended. To the extent Stryker in the future becomes a business associate of Customer, Stryker shall be bound by all applicable laws, regulations, and standards necessary to comply with HIPAA, and Stryker agrees to amend this Agreement to include all applicable laws, regulations, and standards.

**19. ASSIGNMENT**

Neither party may assign or transfer their rights and/or benefits under this agreement without the prior written consent of the other party, except that Stryker shall have the right to assign this Agreement or any rights under or interests in this Agreement to any parent, subsidiary or affiliate of Stryker. All of the terms and provisions of this Agreement shall be binding upon, shall inure to the benefit of, and be enforceable by successors and assigns of the parties to this Agreement.

**20. SEVERABILITY OF PROVISIONS**

The invalidity, in whole or in part, of any of the foregoing paragraphs, where determined to be illegal, invalid, or unenforceable by a court of authority of competent jurisdiction, will not affect or impair the enforceability of the remainder of this Agreement.

**21. GOVERNING LAW**

This Agreement shall be construed and interpreted in accordance with the laws of the State of Michigan.