

*STAFF REPORT**CITY OF OCEANSIDE*

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DATE: September 10, 2014

TO: Honorable Mayor and City Councilmembers

FROM: Fire Department

SUBJECT: **APPROVAL OF A PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED \$405,000 FOR 14 ZOLL CARDIAC MONITORS**

**SYNOPSIS**

Staff recommends that the City Council approve a purchase order in an amount not to exceed \$405,000 to Zoll Medical Corporation of Chelmsford, Massachusetts, for the purchase of 14 Zoll X Series cardiac monitors and accessories for the Fire Department; appropriate \$102,583 from the General Fund Ambulance Billing Revenue account and \$302,417 from the General Fund Unallocated Reserves account to the Fire Department Capital Outlay Account; and authorize the Financial Services Director or designee, to execute the purchase order.

**BACKGROUND**

The Ground Emergency Medical Transportation (GEMT) State Plan Amendment (SPA) 09-024 provides reimbursement to the City for the unreimbursed portion of transport costs associated with Medi-Cal patients. As a cost share program, state funds are matched by the federal government in order to provide care for patients meeting Medi-Cal eligibility requirements. The GEMT program allows the City to consider its ground transport expenditures for the purpose of obtaining matching funds from the federal government. The City has applied for retroactive reimbursement to FY 2009-2010. The total amount of funds in the retroactive reimbursement are expected to total over \$457,000. The City has already received \$102,583 for FY 2012-2013, but the State Department of Health Care Services announced August 15, 2014 that there is a delay with funding for transports from January 30, 2010-June 30, 2012. They have not provided a date when payments will be distributed. The City will soon apply for reimbursement for FY 2013-2014 expenditures.

Oceanside Fire Department currently uses Zoll M Series Cardiac Monitors that were purchased primarily with grant funds in 2004 and 2006. The Oceanside Fire Department has applied for recent grants to fund new monitors, but has not been awarded any funding. These monitors have exceeded the manufacturer's life-expectancy of five to seven years. These cardiac monitors are used more than any other piece of advanced life support equipment in emergencies. The purchase of new Zoll X Series Cardiac Monitors will replace the outdated M Series monitors and increase patient monitoring capabilities. The Zoll X Series monitors are the smallest, lightest

advanced life support defibrillator on the market today. They have a larger screen for ease of viewing multiple patient parameters, have CPR feedback and a CPR treatment algorithm, and have carbon monoxide monitoring which the older monitors do not. They facilitate wireless data transfer of 12 lead cardiac rhythm strips to local hospitals for rapid heart attack screening, and allow for data upload to Oceanside Fire patient records. These enhancements will provide additional treatment and monitoring capabilities for use on the more than ten thousand medical aids that the Oceanside Fire Department runs yearly.

The Oceanside Fire Department has existing automatic aid agreements with four jurisdictions adjacent to the City of Oceanside. It also has boundary drop agreements with Carlsbad Fire, Vista Fire, Camp Pendleton Fire, and North County Fire (Fallbrook). In March 2011 Oceanside Fire participated in a cardiac monitor field trial with Carlsbad Fire. At its conclusion, Oceanside Fire favored the newest Zoll monitor, the X Series, over the other major cardiac monitors manufactured by Philips and Medtronic. The Carlsbad Fire Department chose to purchase the Zoll X Series in 2012. Purchase of these same Zoll X Series monitors by the Oceanside Fire Department will enhance standardization of equipment amongst agencies, as Carlsbad Fire to our south, Camp Pendleton Fire to our north, and Tri-City Medical Center all use the Zoll monitor technology. The purchase of these monitors will provide interoperability when crews run calls together, as they will be using the same cardiac monitors with the same cardiac monitor defibrillation/pacing pads.

## **ANALYSIS**

The Fire Department will purchase the upgraded equipment from Zoll Medical Corporation, our current cardiac monitor vendor, and hence the sole source for this equipment. With the proposed purchase, staff will be able to replace the monitors for six fire engines, two fire trucks, one squad, four front-line ambulances, and one training center.

## **FISCAL IMPACT**

Zoll cardiac monitor purchase costs are \$503,000. After trade in credit of \$98,400 for 14 of current Zoll monitors and eight station battery chargers, the appropriated funds will not exceed \$405,000. The \$405,000 appropriation to the Fire Capital Outlay Account (550552101.5704) will be funded by \$102,583 from the GEMT revenue received in the Ambulance Billing Revenue account (101.4452.0001), and \$302,417 from the General Fund Unallocated Reserves account (101.3100.0001). The City is anticipating revenues in FY 2014-2015 of \$355,363 from FY 2009-2012 GEMT reimbursements. \$302,583 of these GEMT reimbursements will be deposited into the General Fund Unallocated Reserves when received. \$380,430 in one-time State Mandated reimbursements are also anticipated, which will serve as a backup source to repay the General Fund Unallocated Reserves, if needed. The funding source for this appropriation is the General Fund. Ongoing cardiac monitor preventative maintenance costs are already a part of the Fire Department budget. A cardiac monitor replacement plan will be

established for the Fire Department FY 2015-2016 budget, with projected cardiac monitor life expectancy of five to seven years. This plan will help replace the older four reserve monitors, as well as replace these new monitors when they exceed their life expectancy.

**COMMISSION OR COMMITTEE REPORT**

On April 17, 2014, the Police and Fire Commission was presented an overview of this cardiac monitor upgrade project.

**CITY ATTORNEY'S ANALYSIS**

Does not apply

**RECOMMENDATION**

Staff recommends that the City Council approve a purchase order in an amount not to exceed \$405,000 to Zoll Medical Corporation of Chelmsford, Massachusetts, for the purchase of 14 Zoll X Series cardiac monitors and accessories for the Fire Department; appropriate \$102,583 from the General Fund Ambulance Billing Revenue account and \$302,417 from the General Fund Unallocated Reserves account to the Fire Department Capital Outlay Account; and authorize the Financial Services Director or designee, to execute the purchase order.

PREPARED BY:

  
\_\_\_\_\_  
Lynne M. Seabloom  
Assistant Training Officer/Nurse Educator

SUBMITTED BY:

  
\_\_\_\_\_  
Steven R. Jepsen  
City Manager

REVIEWED BY:

Michelle Skaggs Lawrence, Assistant to the City Manager  
Darryl Hebert, Fire Chief  
James Riley, Finance Director



ATTACHMENT:

- 1) Quote from Zoll Medical Corporation
- 2) Letter dated August 15, 2014 from the State of California RE: SPA 09-024 GEMT Program transportation retroactive payment notification



**GUIDELINES  
2010 READY**

**ZOLL Medical Corporation**

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

**TO: Oceanside Fire Department**

300 N Coast Highway  
Oceanside, CA 92054

Attn: **Lynne Seabloom**

email: [lseabloom@ci.oceanside.ca.us](mailto:lseabloom@ci.oceanside.ca.us)

Tel: 760-801-1018

**QUOTATION 164025 V:1**

DATE: April 23, 2014

TERMS: Net 30 Days

FOB: Shipping Point

FREIGHT: Free Freight

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
1	601-2231011-01	<p><b>X Series @ Manual Monitor/Defibrillator \$14,995</b> with 4 trace tri-mode display monitor/ defibrillator/ printer, comes with Real CPR Help®, advisory algorithm, advanced communications package (Wi-Fi, Bluetooth, USB cellular modem capable) USB data transfer capable and large 6.5"( 16.5cm) diagonal screen, full 12 ECG lead view with both dynamic and static 12-lead mode display.</p> <p><b>Accessories Included:</b></p> <ul style="list-style-type: none"> <li>• Six (6) foot 3- Lead ECG cable</li> <li>• MFC cable</li> <li>• MFC CPR connector</li> <li>• A/C power adapter/ battery charger</li> <li>• A/C power cord</li> <li>• One (1) roll printer paper</li> <li>• 6.6 Ah Li-ion battery</li> <li>• Carry case</li> <li>• Declaration of Conformity</li> <li>• Operator's Manual</li> <li>• Quick Reference Guide</li> <li>• <b>One (1)-year EMS warranty</b></li> </ul> <p><b>Advanced Options:</b> <b>Real CPR Help Expansion Pack \$995</b> CPR Dashboard quantitative depth and rate in real time, release indicator, interruption timer, perfusion performance indicator (PPI)</p> <ul style="list-style-type: none"> <li>• See - Thru CPR artifact filtering</li> </ul> <p><b>ZOLL Noninvasive Pacing Technology: \$2,550</b></p> <p><b>Masimo Pulse Oximetry</b></p>	14	\$40,020.00	\$30,815.40	\$431,415.60 *

This quote is made subject to ZOLL's standard commercial terms and conditions (ZOLL T's + C's) which accompany this quote. Any purchase order (P.O.) issued in response to this quotation will be deemed to incorporate ZOLL T's + C's. Any modification of the ZOLL T's + C's must be set forth or referenced in the customer's P.O. No commercial terms or conditions shall apply to the sale of goods or services governed by this quote and the customer's P.O unless set forth in or referenced by either document.

Page 1 Subtotal

**\$431,415.60**

1. DELIVERY WILL BE MADE 60-90 DAYS AFTER RECEIPT OF ACCEPTED PURCHASE ORDER.
2. PRICES QUOTED ARE VALID FOR 60 DAYS.
3. APPLICABLE TAX, SHIPPING & HANDLING WILL BE ADDED AT THE TIME OF INVOICING.
4. ALL PURCHASE ORDERS ARE SUBJECT TO CREDIT APPROVAL BEFORE ACCEPTABLE BY ZOLL.
5. FAX PURCHASE ORDER AND QUOTATION TO ZOLL CUSTOMER SUPPORT AT 978-421-0015 OR EMAIL TO [ESALES@ZOLL.COM](mailto:ESALES@ZOLL.COM).
6. ALL DISCOUNTS OFF LIST PRICE ARE CONTINGENT UPON PAYMENT WITHIN AGREED UPON TERMS.
7. PLACE YOUR ACCESSORY ORDERS ONLINE BY VISITING [www.zollwebstore.com](http://www.zollwebstore.com).

Catherine Prophet  
Sr. EMS Account Executive  
949-436-4369



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ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
		<b>SP02 &amp; SpCO \$4,540</b> • Signal Extraction Technology (SET) • Rainbow SET ( for SpCO & SpMet)  <b>NIBP Welch Allyn includes: \$3495</b> • Smartcuff 10 foot Dual Lumen hose • SureBP Reusable Adult Medium Cuff  <b>End Tidal Carbon Dioxide monitoring (ETCO2) \$4,995</b> <b>Oridion Microstream Technology:</b> Order required Microstream tubing sets separately  <b>Interpretative 12- Lead ECG: \$8,450</b> • 12-Lead one step ECG cable- includes 4- Lead limb lead cable and removable precordial 6- Lead set				
2	8000-0341	SpO2/SpCO/SpMet Rainbow Resuable Patient Cable: Connects to Single Use Sensors (4 ft)	14	\$225.00	\$173.25	\$2,425.50 *
3	8000-000371	SpO2/SpCO/SpMet Rainbow DCI Adult Reusable Sensor with connector (3 ft)	14	\$495.00	\$381.15	\$5,336.10 *
4	8000-0580-01	Six hour rechargeable Smart battery	28	\$495.00	\$381.15	\$10,672.20 *
5	8300-0500-01	SurePower 4 Bay Charging System including 4 Battery Charging adapters	8	\$2,583.00	\$1,988.91	\$15,911.28 *

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**Page 2 Subtotal**

**\$465,760.68**

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ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
6		Estimated Sales Tax 8%				\$37,247.08
7	4001-9934	ZOLL M-Series Biphasic w/Pacing, 12 lead + 3 parameters or more (includes CCT) Trade-In	14		(\$7,000.00)	(\$98,000.00) **
8	8050-9910	4X4 Charger Trade-In	8		(\$50.00)	(\$400.00) **
<p>**Trade-In Value valid if all units purchased are in good operational and cosmetic condition, and include all standard accessories such as paddles, cables, etc. Customer assumes responsibility for shipping trade-in equipment to ZOLL Chelmsford within 60 days of receipt of new equipment. Customer agrees to pay cash value for trade-in equipment not shipped to ZOLL on a timely basis.</p> <p>*Reflects Discount Pricing.</p>						

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**TOTAL \$404,607.76**

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## ZOLL QUOTATION GENERAL TERMS & CONDITIONS

**1. ACCEPTANCE.** This Quotation constitutes an offer by ZOLL Medical Corporation to sell to the Customer the equipment (including a license to use certain software) listed in this Quotation and described in the specifications either attached to or referred to in this Quotation (hereinafter referred to as Equipment). Any acceptance of such offer is expressly limited to the terms of this Quotation, including these General Terms and Conditions. Acceptance shall be so limited to this Quotation notwithstanding (i) any conflicting written or oral representations made by ZOLL Medical Corporation or any agent or employee of ZOLL Medical Corporation or (ii) receipt or acknowledgement by ZOLL Medical Corporation of any purchase order, specification, or other document issued by the Customer. Any such document shall be wholly inapplicable to any sale made pursuant to this Quotation, and shall not be binding in any way on ZOLL Medical Corporation.

Acceptance of this Quotation by the Customer shall create an agreement between ZOLL Medical Corporation and the Customer (hereinafter referred to as the "Contract") the terms and conditions of which are expressly limited to the provisions of this Quotation including these Terms and Conditions. No waiver change or modification of any of the provisions of this Quotation or the Contract shall be binding on ZOLL Medical Corporation unless such waiver, change or modification (i) is made in writing (ii) expressly states that it is a waiver, change or modification of this Quotation or the Contract and (iii) is signed by an authorized representative of ZOLL Medical Corporation.

**2. DELIVERY AND RISK OF LOSS.** Unless otherwise stated, all deliveries shall be F.O.B. ZOLL Medical Corporation's facility. Risk of loss or damage to the Equipment shall pass to the Customer upon delivery of the Equipment to the carrier.

**3. TERMS OF PAYMENT.** Unless otherwise stated in its Quotation payment by Customer is due thirty (30) days after the ship date appearing on ZOLL Medical Corporation invoice. Any amounts payable hereunder which remain unpaid after the date shall be subject to a late charge equal to 1.5% per month from the due date until such amount is paid.

**4. CREDIT APPROVAL.** All shipments and deliveries shall at all times be subject to the approval of credit by ZOLL Medical Corporation. ZOLL Medical Corporation may at any time decline to make any shipment or delivery except upon receipt of payment or security or upon terms regarding credit or security satisfactory to ZOLL Medical Corporation.

**5. TAXES & FEES.** The pricing quoted in its Quotation do not include sales use, excise, or other similar taxes or any duties or customs charges, or any order processing fees. The Customer shall pay in addition for the prices quoted the amount of any present or future sales, excise or other similar tax or customs duty or charge applicable to the sale or use of the Equipment sold hereunder (except any tax based on the net income of ZOLL Medical Corporation), and any order processing fees that ZOLL may apply from time to time. In lieu thereof the Customer may provide ZOLL Medical Corporation with a tax exemption certificate acceptable to the taxing authorities.

**6. WARRANTY.** (a) ZOLL Medical Corporation warrants to the Customer that from the earlier of the date of installation or thirty (30) days after the date of shipment from ZOLL Medical Corporation's facility, the Equipment (other than accessories and electrodes) will be free from defects in material and workmanship under normal use and service for the period noted on the reverse side. Accessories and electrodes shall be warranted for ninety (90) days from the date of shipment. During such period ZOLL Medical Corporation will at no charge to the Customer either repair or replace (at ZOLL Medical Corporation's sole option) any part of the Equipment found by ZOLL Medical Corporation to be defective in material or workmanship. If ZOLL Medical Corporation's inspection detects no defects in material or workmanship, ZOLL Medical Corporation's regular service charges shall apply. (b) ZOLL Medical Corporation shall not be responsible for any Equipment defect failure of the Equipment to perform any specified function, or any other nonconformance of the Equipment caused by or attributable to (i) any modification of the Equipment by the Customer, unless such modification is made with the prior written approval of ZOLL Medical Corporation; (ii) the use of the Equipment with any associated or complementary equipment accessory or software not specified by ZOLL Medical Corporation, or (iii) any misuse or abuse of the Equipment; (iv) exposure of the Equipment to conditions beyond the environmental, power or operating constraints specified by ZOLL Medical Corporation, or (v) installation or wiring of the Equipment other than in accordance with ZOLL Medical Corporation's instructions. (c) Warranty does not cover items subject to normal wear and burnout during use, including but not limited to lamps, fuses, batteries, cables and accessories. (d) The foregoing warranty does not apply to software included as part of the Equipment (including software embodied in read-only memory known as "firmware"). (e) The foregoing warranty constitutes the exclusive remedy of the Customer and the exclusive liability of ZOLL Medical Corporation for any breach of any warranty related to the Equipment supplied hereunder. THE WARRANTY SET FORTH HEREIN IS EXCLUSIVE AND ZOLL MEDICAL CORPORATION EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**7. SOFTWARE LICENSE.** (a) All software (the "Software" which term shall include firmware) included as part of the Equipment is licensed to Customer pursuant to a nonexclusive limited license on the terms hereinafter set forth. (b) Customer may not copy, distribute, modify, translate or adapt the Software, and may not disassemble or reverse compile the Software, or seek in any manner to discover, disclose or use any proprietary algorithms, techniques or other confidential information contained therein. (c) All rights in the Software remain the product of ZOLL Medical Corporation, and Customer shall have no right or interest therein except as expressly provided herein. (d) Customer's right to use the Software may be terminated by ZOLL Medical Corporation in the event of any failure to comply with terms of this quotation. (e) Customer may transfer the license conferred hereby only in connection with a transfer of the Equipment and may not retain any copies of the Software following such transfer. (f) ZOLL Medical Corporation warrants that the read-only memory or other media on which the Software is recorded will be free from defects in materials and workmanship for the period and on terms set forth in section 6. (g) Customer understands that the Software is a complex and sophisticated software product and no assurance can be given that operation of the Software will be uninterrupted or error-free, or that the Software will meet Customer's requirements. Except as set forth in section 7(f), ZOLL MEDICAL CORPORATION MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SOFTWARE AND IN PARTICULAR DISCLAIMS ANY IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS OF A PARTICULAR PURPOSE WITH RESPECT THERETO. Customer's exclusive remedy for any breach of warranty or defect relating to the Software shall be the repair or replacement of any defective read-only memory or other media so that it correctly reproduces the Software. This License applies only to ZOLL Medical Corporation Software.

**8. DELAYS IN DELIVERY.** ZOLL Medical Corporation shall not be liable for any delay in the delivery of any part of the Equipment if such delay is due to any cause beyond the control of the ZOLL Medical Corporation including, but not limited to acts of God, fires, epidemics, floods, riots, wars, sabotage, labor disputes, governmental actions, inability to obtain materials, components, manufacturing facilities or transportation or any other cause beyond the control of ZOLL Medical Corporation. In addition ZOLL Medical Corporation shall not be liable for any delay in delivery caused by failure of the Customer to provide any necessary information in a timely manner. In the event of any such delay, the date of shipment or performance hereunder shall be extended to the period equal to the time lost by reason of such delay. In the event of such delay ZOLL Medical Corporation may allocate available Equipment among its Customers on any reasonable and equitable basis. The delivery dates set forth in this Quotation are approximate only and ZOLL Medical Corporation shall not be liable for or shall the Contract be breached by, any delivery by ZOLL Medical Corporation within a reasonable time after such dates.

**9. LIMITATIONS OF LIABILITY.** IN NO EVENT SHALL ZOLL MEDICAL CORPORATION BE LIABLE FOR INDIRECT SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ZOLL MEDICAL CORPORATIONS PERFORMANCE OR FAILURE TO PERFORM PURSUANT TO THIS QUOTATION OR THE CONTRACT OR THE FURNISHING, PERFORMANCE, OR USE OF ANY EQUIPMENT OR SOFTWARE SOLD HERETO, WHETHER DUE TO A BREACH OF CONTRACT, BREACH OF WARRANTY, THE NEGLIGENCE OF ZOLL MEDICAL CORPORATION OR OTHERWISE.

**10. PATENT INDEMNITY.** ZOLL Medical Corporation shall at its own expense defend any suit that may be instituted against the Customer for alleged infringement of any United States patents or copyrights related to the parts of the Equipment or the Software manufactured by ZOLL Medical Corporation, provided that (i) such alleged infringement consists only in the use of such Equipment or the Software by itself and not as a part of or in combination with any other devices or parts, (ii) the Customer gives ZOLL Medical Corporation immediate notice in writing of any such suit and permits ZOLL Medical Corporation through counsel of its choice, to answer the charge of infringement and defend such suit, and (iii) the Customer gives ZOLL Medical Corporation all requested information, assistance and authority at ZOLL Medical Corporation's expense, to enable ZOLL Medical Corporation to defend such suit.

In the case of a final award of damages for infringement in any such suit, ZOLL Medical Corporation will pay such award, but it shall not be responsible for any settlement made without its written consent.

Section 10 states ZOLL Medical Corporation's total responsibility and liability's, and the Customer's sole remedy for any actual or alleged infringement of any patent by the Equipment or the Software or any part thereof provided hereunder. In no event shall ZOLL Medical Corporation be liable for any indirect, special, or consequential damages resulting from any such infringement.

**11. CLAIMS FOR SHORTAGE.** Each shipment of Equipment shall be promptly examined by the Customer upon receipt thereof. The Customer shall inform ZOLL Medical Corporation of any shortage in any shipment within ten (10) days of receipt of Equipment. If no such shortage is reported within ten (10) day period, the shipment shall be conclusively deemed to have been complete.

**12. RETURNS AND CANCELLATION.** (a) The Customer shall obtain authorization from ZOLL Medical Corporation prior to returning any of the Equipment. (b) The Customer receives authorization from ZOLL Medical Corporation to return a product for credit, the Customer shall be subject to a restocking charge of twenty percent (20%) of the original list purchase price, but not less than \$50.00 per product. (c) Any such change in delivery caused by the Customer that causes a delivery date greater than six (6) months from the Customer's original order date shall constitute a new order for the affected Equipment in determining the appropriate list price.

**13. APPLICABLE LAW.** This Quotation and the Contract shall be governed by the substantive laws of the Commonwealth of Massachusetts without regard to any choice of law provisions thereof.

**14. COMPLIANCE WITH LAWS.** (a) ZOLL Medical Corporation represents that all goods and services delivered pursuant to the Contract will be produced and supplied in compliance with all applicable state and federal laws and regulations, including the requirements of the Fair Labor Standards Act of 1938, as amended. (b) The Customer shall be responsible for compliance with any federal, state and local laws and regulations applicable to the installation or use of the Equipment furnished hereunder, and will obtain any permits required for such installation and use.

**15. NON-WAIVER OF DEFAULT.** In the event of any default by the Customer, ZOLL Medical Corporation may decline to make further shipments or render any further warranty or other services without in any way affecting its right under such order. If despite any default by Customer, ZOLL Medical Corporation elects to continue to make shipments its action shall not constitute a waiver of any default by the Customer or in any way affect ZOLL Medical Corporation's legal remedies regarding any such default. No claim or right arising out of a breach of the Agreement by the Customer can be discharged in whole or in part by waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by ZOLL Medical Corporation.

**16. ASSIGNMENT.** This Quotation, and the Contract, may not be assigned by the Customer without the prior written consent of ZOLL Medical Corporation, and any assignment without such consent shall be null and void.

**17. TITLE TO PRODUCTS.** Title to right of possession of the products sold hereunder shall remain with ZOLL Medical Corporation until ZOLL Medical Corporation delivers the Equipment to the carrier and agrees to do all acts necessary to perfect and maintain such right and title in ZOLL Medical Corporation. Failure of the Customer to pay the purchase price for any product when due shall give ZOLL Medical Corporation the right, without liability to repossess the Equipment, with or without notice, and to avail itself of any remedy provided by law.

### 18. EQUAL EMPLOYMENT OPPORTUNITY / AFFIRMATIVE ACTION.

**VETERAN'S EMPLOYMENT** - If this order is subject to Executive Order 11710 and the rules, regulations, or orders of the Secretary of Labor issued thereunder the contract clause as set forth at 41 CFR 60-250.4 is hereby included as part of this order.

**EMPLOYMENT OF HANDICAPPED** - if this order is subject to Section 503 of the Rehabilitation Act of 1973, as amended and the rules, regulations or orders of the Secretary of Labor as issued thereunder, the contract clause at 41 CFR 60-741.7 is hereby included as part of this order.

**EQUAL OPPORTUNITY EMPLOYMENT** - if this order is subject to the provisions of Executive Order 11246, as amended, and the rules, regulations or orders of the Secretary of Labor issued thereunder, the contract clause set forth at 41 CFR 60-1.4 (a) and 60-1.4 (b) are hereby included as a part of this order and Seller agrees to comply with the reporting requirements set forth at 41 CFR 60-1.7 and the affirmative action compliance program requirements set forth as 41 CFR 60-1.40.

**19. VALIDITY OF QUOTATION.** This Quotation shall be valid and subject to acceptance by the Customer, in accordance with the terms of Section 1 hereof for the period set forth on the face hereof. After such period, the acceptance of this Quotation shall not be binding upon ZOLL Medical Corporation and shall not create a contract, unless such acceptance is acknowledged and accepted by ZOLL Medical Corporation by a writing signed by an authorized representative of ZOLL Medical Corporation.

**20. GENERAL.** Any Contract resulting from this Quotation shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts. This constitutes the entire agreement between Buyer and Supplier with respect to the purchase and sale of the Products described in the face hereof, and only representations or statements contained herein shall be binding upon Supplier as a warranty or otherwise. Acceptance or acquiescence in the course of performance rendered pursuant hereto shall not be relevant to determine the meaning of this writing even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection. No addition to or modification of any of the terms and conditions specified herein shall be binding upon Supplier unless made in writing and signed by a duly authorized representative of Supplier. The terms and conditions specified shall prevail notwithstanding any variance from the terms and conditions of any order or other form submitted by Buyer for the Products set forth on the face of this Agreement. To the extent that this writing may be treated as an acceptance of Buyer's prior offer, such acceptance is expressly made conditional on assent by Buyer to the terms hereof, and, without limitation, acceptance of the goods by Buyer to the terms hereof, and, without limitation, acceptance of the goods by Buyer shall constitute such assent. All cancellations and reschedules require a minimum of thirty (30) days notice.



TOBY DOUGLAS  
DIRECTOR

State of California—Health and Human Services Agency  
Department of Health Care Services



EDMUND G. BROWN JR.  
GOVERNOR

**AUG 15 2014**

GEMT Program Letter: 14-02

**TO: ALL GROUND EMERGENCY MEDICAL TRANSPORTATION  
SUPPLEMENTAL REIMBURSEMENT PROGRAM PARTICIPATING  
PROVIDERS**

**SUBJECT: SPA 09-024 GROUND EMERGENCY MEDICAL TRANSPORTATION  
PROGRAM RETROACTIVE PAYMENT NOTIFICATION**

The Department of Health Care Services (Department) is working diligently to implement the Ground Emergency Medical Transportation Supplemental Reimbursement Program authorized by State Plan Amendment 09-024.

On March 13, 2014, the Department notified providers that there is a delay in obtaining federal funds to make retroactive payments for the period January 30, 2010-September 30, 2011. Unfortunately, this delay continues and the period has grown to include payments with dates of service January 30, 2010 –June 30, 2012. The Department is working with the Centers for Medicare and Medicaid Services to resolve this issue and will update providers as we receive additional information. We will continue to process retroactive payments for dates of service July 1, 2012- June 2013.

We appreciate your patience as we continue to implement this program. The department is committed to processing all payments to providers as soon as possible upon receipt of the necessary federal funds. Should you have any questions regarding this issue, please email [GEMT@dhcs.ca.gov](mailto:GEMT@dhcs.ca.gov).

Sincerely,

Faye Borton, Chief  
Quality Assurance Fee Unit  
Safety Net Financing Division