



State of Idaho

CHANGE ORDER - 04
PLEASE DO NOT DUPLICATE THIS ORDER.

Change Order Summary

Purchase Order Number: PADD1078

Account Number: AC-1

Revision Number: 04

Change Order Date: September 20, 2018

Service Start Date: July 1, 2018

Service End Date: December 31, 2018

Payment Method: Invoice

Payment Terms: NET30

Currency: USD

FOB Instruction: Destination

Attachment(s): [ChangeLog.htm](#) :Purchase Order Change

Supplier

Tom E Dempski
 HYGEIA II MEDICAL GROUP INC.
 6241 Yarrow Dr Ste A
 Carlsbad, CA 92011
Phone: 636-795-8825-
Fax: 636-237-8649
Email: tom.dempski@hygeiababy.com

Buyer Contact

Chelsea Robillard
 Tel:208-332-1607
 Fax: 208-327-7320
 chelsea.robillard@adm.idaho.gov

Contract Number:

Bill To Address

DOP - Various State Agencies
 State of Idaho
 Various Locations
 See Below for Details
 on Specific Locations
 Various, Idaho 83702
Phone: 208-327-7465
Fax: 208-327-7320
Email: purchasing@adm.idaho.gov
Mail Stop: DOP - Various Locations

Ship To Address

DOP - Various State Agencies
 State of Idaho
 Various Locations
 See Below for Details
 on Specific Locations
 Various, Idaho 83702
Phone: 208-327-7465
Fax: 208-327-7320
Email: purchasing@adm.idaho.gov
Mail Stop: DOP - Various Locations

Instructions

PADD1078, Breast Pumps for various State of Idaho agencies (the "Contract") is renewed for an additional period of time, as provided above. All of the terms and conditions contained in the Contract shall remain in full force and effect, except as expressly modified herein. NASPO ValuePoint Master Agreement Amendment (State of Washington Contract #01910) is attached and incorporated herein by reference.

Note: The dollar amount listed in the contract renewal pricing is an estimate and cannot be guaranteed. The actual dollar

amount of the Contract may be more or less depending on the orders placed by the State; or may be dependent upon the specific terms of the Contract.

Original Contract - 01/25/2011 - 01/17/2013 \$1,000,000.00

Change Order #1 - 01/18/13 - 01/17/2015 \$1,000,000.00

Change Order #2 01/18/2015 - 01/17/2017 \$1,000,000.00

Change Order #3 01/18/2017 - 06/30/2017 \$100,000.00

Change Order #4 07/01/2017-06/30/2018 \$100,000.00

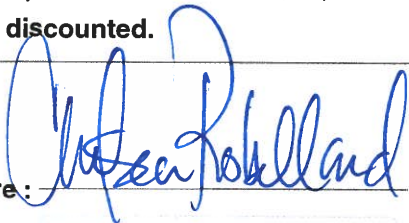
Change Order #5 07/01/2018 - 12/31/2018 \$50,000.00

Total Contract - \$3,250,000.00

Supplier Part Number	Quantity	Items Back Order	Unit	Unit Price	Total
46578	1.00	0	EA	50,000.00	\$50,000.00
Item Description	#2	2018 Extension for Breast Pumps (7/1/18-12/31/18) Breast Pumps and Accessories per the Washington Master Price Agreement Contract Number 01910			
Delivery Date:	February 01, 2017				
Shipping Method:	Delivery				
Shipping Instructions:					
Ship FOB:					
Attachment(s)					
Special Instructions:					

Sub-Total (USD) \$50,000.00
Estimated Tax (USD) \$0.00
TOTAL: (USD) \$50,000.00

Note: If there is a  next to an item's unit price, that indicates that the price has been discounted.

Signature: 
Signed By : Chelsea Robillard

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	CONTRACT AMENDMENT	
	Contract No.:	01910
Hygeia II Medical Group, Inc. 6241 Yarrow Drive, Suite A Carlsbad, CA 98201	Amendment No.:	34
	Effective Date:	June 30, 2018

THIRTY-FOURTH AMENDMENT
TO
CONTRACT No. 01910
BREAST PUMPS & ACCESSORIES NASPO VALUE POINT

This Thirty-Fourth Amendment ("Amendment") to Contract No. 01910 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("State") and Hygeia II Medical Group, Inc., a Delaware Corporation ("Contractor") and is dated as of June 30, 2018.

RECITALS

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 01910 for Breast Pumps dated effective as of December 15, 2010 ("Contract").
- B. The Parties previously amended the contract thirty-three (33) times.
- C. The amendment set forth herein is within the scope of the Contract.
- D. The Parties now desire to amend the Contract as set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

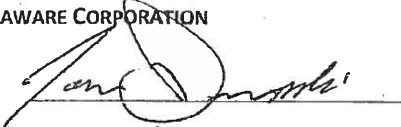
- 1. **TERM.** Extend the existing contract through December 31, 2018 or until a new Contract is awarded, whichever comes sooner.
- 2. **NO CHANGE OTHER THAN AMENDMENT.** Except as amended herein, the Contract is unaffected and remains in full force and effect.
- 3. **INTEGRATED AGREEMENT; MODIFICATION.** This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.


4. AUTHORITY. Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
5. ELECTRONIC SIGNATURES. A signed copy of this Amendment or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
6. COUNTERPARTS. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

**HYGEIA II MEDICAL GROUP, INC.,
A DELAWARE CORPORATION**

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: 
Name: Tom Dempski
Title: National WIC/Naspo Dir
Date: 6-22-2018

By: 
Name: Emily Beck
Title: Chief Operations Officer
Date: 6/22/18



State of Idaho

CHANGE ORDER - 03
PLEASE DO NOT DUPLICATE THIS ORDER.

Change Order Summary

Purchase Order Number: PADD1078

Account Number: AC-1

Revision Number: 03

Change Order Date: June 30, 2017

Service Start Date: July 1, 2017

Service End Date: June 30, 2018

Payment Method: Invoice

Payment Terms: NET30

Currency: USD

FOB Instruction: Destination

Attachment(s): [ChangeLog.htm](#) :Purchase Order Change

Supplier

Tom E Dempski
 HYGEIA II MEDICAL GROUP INC.
 6241 Yarrow Dr Ste A
 Carlsbad, CA 92011
Phone: 636-795-8825-

Fax: 636-237-8649

Email: tom.dempski@hygeiababy.com

Buyer Contact

Chelsea Robillard
 Tel:208-332-1607
 Fax: 208-327-7320
 chelsea.robillard@adm.idaho.gov

Contract Number:**Bill To Address**

DOP - Various State Agencies
 State of Idaho
 Various Locations
 See Below for Details
 on Specific Locations
 Various, Idaho 83702
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Fax: 208-327-7320
Email: purchasing@adm.idaho.gov
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Ship To Address

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 Various, Idaho 83702
Phone: 208-327-7465
Fax: 208-327-7320
Email: purchasing@adm.idaho.gov
Mail Stop: DOP - Various Locations

Instructions

PADD1078, Breast Pumps for various State of Idaho agencies (the "Contract") is renewed for an additional period of time, as provided above. All of the terms and conditions contained in the Contract shall remain in full force and effect, except as expressly modified herein. NASPO ValuePoint Master Agreement Amendment (State of Washington Contract #01910) is attached and incorporated herein by reference.

Note: The dollar amount listed in the contract renewal pricing is an estimate and cannot be guaranteed. The

actual dollar amount of the Contract may be more or less depending on the orders placed by the State; or may be dependent upon the specific terms of the Contract.

Original Contract - 01/25/2011 - 01/17/2013 \$1,000,000.00

Change Order #1 - 01/18/13 - 01/17/2015 \$1,000,000.00

Change Order #2 01/18/2015 - 01/17/2017 \$1,000,000.00

Change Order #3 01/18/2017 - 06/30/2017 \$100,000.00


Change Order #4 07/01/2017-06/30/2018 \$100,000.00

Total Contract - \$3,200,000.00

Supplier Part Number	Quantity	Items		Unit	Unit Price	Total
		Back Order				
46578	1.00	0		ANN	100,000.00	\$100,000.00
Item Description	#2					
	2017 Extension for Breast Pumps (7/1/17-6/30/18) Breast Pumps and Accessories per the Washington Master Price Agreement Contract Number 01910					
						
Delivery Date:	February 1, 2017					
Shipping Method:	Delivery					
Shipping Instructions:						
Ship FOB:						
Attachment(s)						
Special Instructions:						

Sub-Total (USD)	\$100,000.00
Estimated Tax (USD)	\$0.00
TOTAL: (USD)	\$100,000.00

Note: If there is a  next to an item's unit price, that indicates that the price has been discounted.

Signature: 

Signed By :

State of Washington Contracts, Procurement, & Risk Management Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	CONTRACT AMENDMENT	
	Contract No.:	01910
	Amendment No.:	33
Hygeia II Medical Group, Inc. 6241 Yarrow Drive, Suite A Carlsbad, CA 98201	Effective Date:	July 01, 2017

**THIRTY-THIRD AMENDMENT
 TO
 CONTRACT No. 01910
 BREAST PUMPS & ACCESSORIES NASPO VALUE POINT**

This Thirty-Third Amendment ("Amendment") to Contract No. 01910 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("State") and Hygeia II Medical Group, Inc., a Delaware Corporation ("Contractor") and is dated as of April 12, 2017.

RECITALS

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 01910 for Breast Pumps dated effective as of December 15, 2010 ("Contract").
- B. The Parties previously amended the Contract December 29, 2016.
- C. The amendment set forth herein is within the scope of the Contract.
- D. The Parties now desire to amend the Contract as set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

1. **TERM.** Extend the existing contract for an additional seventeen month period starting July 01, 2017 through June 30, 2018, or until a new Contract is awarded, whichever comes sooner.
2. **PRICING.** The State agrees to allow for a 5% price increase, if requested by Contractor, to allow for additional costs associated with the contract extension beyond the maximum contract term.
3. **NO CHANGE OTHER THAN AMENDMENT.** Except as amended herein, the Contract is unaffected and remains in full force and effect.
4. **INTEGRATED AGREEMENT; MODIFICATION.** This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the

Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.

5. **AUTHORITY.** Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
6. **ELECTRONIC SIGNATURES.** A signed copy of this Amendment or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
7. **COUNTERPARTS.** This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

**HYGEIA II MEDICAL GROUP, INC.,
A DELAWARE CORPORATION**

By: 

Name: Tom Dempski

Title: National WIC Director

Date: 4/13/2017

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: 

Name: Melissa R. Cox

Title: Procurement Supervisor

Date: 4/20/17

IDAHO

State of Idaho

CHANGE ORDER - 02
PLEASE DO NOT DUPLICATE THIS ORDER.

Change Order Summary

Purchase Order Number: PADD1078
Account Number: AC-1
Revision Number: 02
Change Order Date: January 31, 2017
Service Start Date: January 18, 2017
Service End Date: June 30, 2017
Payment Method: Invoice
Payment Terms: NET30
Currency: USD
FOB Instruction: Destination
Attachment(s): [ChangeLog.htm](#) :Purchase Order Change

Supplier

Tom E Dempski
 HYGEIA II MEDICAL GROUP INC.
 6241 Yarrow Dr Ste A
 Carlsbad, CA 92011
 Phone: 636-795-8825-
 Fax: 636-237-8649
 Email: tom.dempski@hygeiababy.com

Buyer Contact

Chelsea Robillard
 Tel:208-332-1607
 Fax: 208-327-7320
 chelsea.robillard@adm.idaho.gov

Contract Number:

Bill To Address

DOP - Various State Agencies
 State of Idaho
 Various Locations
 See Below for Details
 on Specific Locations
 Various, Idaho 83702
Phone: 208-327-7465
Fax: 208-327-7320
Email: purchasing@adm.idaho.gov
Mail Stop: DOP - Various Locations

Ship To Address


DOP - Various State Agencies
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 on Specific Locations
 Various, Idaho 83702
Phone: 208-327-7465
Fax: 208-327-7320
Email: purchasing@adm.idaho.gov
Mail Stop: DOP - Various Locations

Instructions

PADD1078, Breast Pumps for various State of Idaho agencies (the "Contract") is renewed for an additional period of time, as provided above. All of the terms and conditions contained in the Contract shall remain in full force and effect, except as expressly modified herein. NASPO ValuePoint Master Agreement Amendment (State of Washington Contract #01910) is attached and incorporated herein by reference.

Note: The dollar amount listed in the contract renewal pricing is an estimate and cannot be guaranteed. The actual dollar amount of the Contract may be more or less depending on the orders placed by the State; or may be dependent upon the specific terms of the Contract.


Original Contract - 01/25/2011 - 01/17/2013 \$1,000,000.00
 Change Order #1 - 01/18/13 - 01/17/2015 \$1,000,000.00
 Change Order #2 01/18/2015 - 01/17/2017 \$1,000,000.00
 Change Order #3 01/18/2017 - 06/30/2017 \$100,000.00
 Total Contract - \$3,100,000.00

Supplier Part Number	Quantity	Items Back Order	Unit	Unit Price	Total
46578	5.00	0	MON	20,000.00	\$100,000.00
Item Description					
	#2	2017 Extension for Breast Pumps (1/18/17-6/30/17)Breast Pumps and Accessories per the Washington Master Price Agreement Contract Number 01910			
					
Delivery Date:	February 1, 2017				
Shipping Method:	Delivery				
Shipping Instructions:					
Ship FOB:					
Attachment(s)					
Special Instructions:					

Sub-Total (USD)	\$100,000.00
Estimated Tax (USD)	\$0.00
TOTAL: (USD)	\$100,000.00

Note: If there is a  next to an item's unit price, that indicates that the price has been discounted.

Signature :



Signed By :

Chelsea Robillard

State of Washington Contracts, Procurement, & Risk Management Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	CONTRACT AMENDMENT	
	Contract No.:	01910
Hygeia II Medical Group, Inc. 6241 Yarrow Drive, Suite A Carlsbad, CA 98201	Amendment No.:	32
	Effective Date:	January 18, 2017

**FIRST AMENDMENT
 TO
 CONTRACT NO. 01910
 BREAST PUMPS & ACCESSORIES NASPO VALUE POINT**

This thirty second Amendment ("Amendment") to Contract No. 01910 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("State") and Hygeia II Medical Group, Inc. a Corporation ("Contractor") and is dated as of December 29, 2016.

RECITALS

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 01910 for Breast Pumps dated effective as of December 15, 2010 ("Contract").
- B. The Parties previously amended the Contract December 4, 2015.
- C. The amendment set forth herein is within the scope of the Contract.
- D. The Parties now desire to amend the Contract as set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:


- 1. **TOPIC.** Extend the existing contract for an additional six month period starting January 18, 2017 through June 30, 2017 in order to allow time to review two protest and to give the NASPO States a transition period to convert to the new contract #09515. And to add an updated pricing sheet.
- 2. **NO CHANGE OTHER THAN AMENDMENT.** Except as amended herein, the Contract is unaffected and remains in full force and effect.
- 3. **INTEGRATED AGREEMENT; MODIFICATION.** This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the

Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.

4. **AUTHORITY.** Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
5. **ELECTRONIC SIGNATURES.** A signed copy of this Amendment or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
6. **COUNTERPARTS.** This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

Hygeia II Medical Group, Inc.

By: 
Name: Tom Dempski
Title: National UDC Director
Date: 1-16-2017

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: 
Name: Greg Tolbert
Title: Legal Services Manager
Date: 1/16/17

**PARTICIPATING ADDENDUM
NASPO VALUEPOINT COOPERATIVE PURCHASING PROGRAM
Breast Pumps
Administered by the State of Washington (hereinafter "Lead State")**

Medela, Inc.
Master Agreement No: 01910
(hereinafter "Contractor")

And

State of Idaho Department of Administration Division of Purchasing
(hereinafter "Participating State")

1. **Scope:** This Participating Addendum (PADD) covers the Breast Pump Master Agreement led by the State of Washington (Master Agreement No. 01910) for use by state agencies and other entities located in the State of Idaho, as provided below.

2. **Participation:** Use of NASPO ValuePoint cooperative contracts by agencies, political subdivisions and other entities authorized by an individual state's statutes to use state contracts are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

This PADD is for the benefit of State of Idaho agencies, institutions and departments; as well as eligible political subdivisions or other "Public Agencies," as defined by Idaho Code, Section 67-2327. The Ordering Entity will issue individual releases (orders) against this PADD on an as needed basis for the period noted above. "Public Agency" means any city or political subdivision of the state, including, but not limited to counties; school districts; highway districts; port authorities; instrumentalities of counties; cities or any political subdivision created under the laws of the State of Idaho.

3. **Participating State Modifications or Additions to Master Agreement:**

Notwithstanding any provisions in the Master Agreement to the contrary, the following shall apply to this PADD:

3.1 **Assignment:** No contract or order or any interest therein shall be transferred by the Contractor to whom such contract or order is given to any other party, without the approval in writing of the Administrator of the Division of Purchasing. Transfer of a contract without approval shall cause the annulment of the contract so transferred, at the option of the State. All rights of action, however, for any breach of such contract by the contracting parties are reserved to the State (Idaho Code Section 67-5726(1)).

3.2 **Amendments:** Amendments to the Master Agreement will automatically be incorporated in this PADD unless the State elects not to incorporate an amendment by providing written notification to Contractor; which notice must be provided within 10 calendar days of the

date of the amendment, in order to be effective.

3.3 **Governing Law:** Notwithstanding any provision to the contrary, the state of Idaho's PADD and all orders issued under the PADD by Ordering Entities within the state of Idaho, shall be construed in accordance with and governed by the laws of the state of Idaho. Any action to enforce the provisions of this PADD shall be brought in state district court in Ada County, Boise, Idaho. In the event any term of this PADD is held to be invalid or unenforceable by a court, the remaining terms of this PADD will remain in full force and effect.

3.4 **Administrative Fee and Quarterly Usage Report:**

The prices to be paid by the Ordering Entities shall be inclusive of a one and one-quarter percent (1.25%) Administrative Fee. This additional percentage represents the Ordering Entity's contract usage administrative fee. On a quarterly basis, Contractor will remit to State of Idaho, Attn: Division of Purchasing, PO Box 83720, Boise, Idaho 83720-0075 an amount equal to one and one-quarter percent (1.25%) of Contractor's net (sales minus credits) quarterly Contract sales.

For Example: If the total of your net sales to Ordering Entities for one quarter = \$10,000, you would remit $\$10,000 \times 0.0125 = \125 to the Division of Purchasing for that quarter, along with the required quarterly usage report.

Contractor will furnish detailed usage reports as designated by the State. In ADDITION to any required detailed usage reports, Contractor must also submit a summary quarterly report of purchases made from the Contract utilizing the **PADD SUMMARY USAGE REPORT FORM** available for download at <http://purchasing.idaho.gov/form2.html>. A Summary Usage Report Form must be submitted for each quarter (enter "0" if no purchases were made during a quarter), and must include a breakdown of purchases by Entity Type (i.e. State Agency, Higher Education, K-12, City, County and 'other'), as provided on the Form.

Reporting Time Line (Fiscal Year Quarters):	Fee and Report Due:
1 st Quarter July 1 - Sept 30	October 31st
2 nd Quarter Oct 1 - Dec 31	January 31st
3 rd Quarter Jan 1 - Mar 31	April 30 th
4 th Quarter Apr 1 - Jun 30	July 31 st

E-mail your completed Quarterly Summary Usage Reports to purchasing@adm.idaho.gov.

Mail your check, in the amount of the Quarterly Administrative Fee, to: **State of Idaho, Attn: Division of Purchasing, PO Box 83720, Boise, Idaho 83720-0075.**

5. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

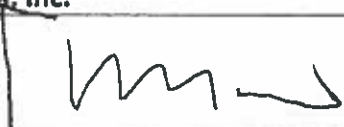
Name	Bonnie Voigt
Address	Medela, Inc., 1101 Cooperative Drive, Mchenry, IL 60050-7005
Telephone	815-578-2459
Fax	815-759-2459
E-mail	bonnie.voigt@medela.com

Participating State

Name	Chelsea Cameron, Division of Purchasing
Address	650 W. State Street, Boise ID 83720
Telephone	208-332-1607
Fax	208-327-7320
E-mail	chelsea.cameron@adm.idaho.gov

7. Orders: Any Order placed by a Participating Entity or Purchasing Entity for a Product and/or Service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the Order agree in writing that another contract or agreement applies to such Order. All orders issued by purchasing entities within the state of Idaho must include the Participating State contract number: **PADD 16200123** as well as the Lead State Master Agreement No. **01910**.

The parties have executed this PADD as of the date of the last signature below.

Participating State: State of Idaho	Contractor: Medela, Inc.
By:	By: 
Name:	Name: Medi Temperi
Title:	Title: CFO
Date:	Date: 8/20/2015



State of Idaho

CHANGE ORDER - 01

PLEASE DO NOT DUPLICATE THIS ORDER.

Change Order Summary

Purchase Order Number: PADD1078
Account Number: AC-1
Revision Number: 01
Change Order Date: January 20, 2015
Service Start Date: January 18, 2015
Service End Date: January 17, 2017
Payment Method: Invoice
Payment Terms: No Payment Terms specified
Currency: USD
FOB Instruction: Destination
Attachment(s): [ChangeLog.htm](#) :Purchase Order Change

Supplier

Dwayne Yasukochi
 HYGEIA II MEDICAL GROUP INC.
 HYGEIA II MEDICAL GROUP INC.
 1370 Decision Street
 Ste C
 Vista, CA 92081
 760-597-8811

Buyer Contact

Chelsea Cameron
 Tel:208-332-1607
 Fax: 208-327-7320
 chelsea.cameron@adm.idaho.gov

Contract Number:

Bill To Address

DOP - Various State Agencies
 State of Idaho
 Various Locations
 See Below for Details
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Phone: 208-327-7465
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Instructions

PADD1078, Breast Pumps for various State of Idaho agencies (the "Contract") is renewed for an additional period of time, as provided above. All of the terms and conditions contained in the Contract shall remain in full force and effect, except as expressly modified herein. Contractor's signed renewal letter is attached and incorporated herein by reference.


Note: The dollar amount listed in the contract renewal pricing is an estimate and cannot be guaranteed. The actual dollar amount of the Contract may be more or less depending on the orders placed by the State; or may be dependent upon the specific terms of the Contract.

Original Contract - 01/25/2011 - 01/17/2013 \$1,000,000.00

Change Order #1 - 01/18/13 - 01/17/2015 \$1,000,000.00

Change Order #2 01/18/2015 - 01/17/2017 \$1,000,000.00

Total Contract - \$3,000,000.00

		Items			
Supplier Part Number	Quantity	Back Order	Unit	Unit Price	Total
46578	2	0	ANN	\$500,000.00	\$1,000,000.00
Item Description		#2			
		2015-2017 Extension for Breast Pumps (1/18/15-1/17/17)Breast Pumps and Accessories per the Washington Master Price Agreement Contract Number 01910			
					
Delivery Date:		January 15, 2015			
Shipping Method:		Delivery			
Shipping Instructions:					
Ship FOB:					
Attachment(s)					
Special Instructions:					

Sub-Total (USD)	\$1,000,000.00
Estimated Tax (USD)	\$0.00
TOTAL: (USD)	\$1,000,000.00

Note: If there is a  next to an item's unit price, that indicates that the price has been discounted.



State of Idaho
 Department of Administration
 Division of Purchasing

C.L. "BUTCH" OTTER
 Governor
TERESA LUNA
 Director
BILL BURNS
 Administrator

650 W State Street, Room B15
 P. O. Box 83720
 Boise, ID 83720-0075
 Telephone (208) 327-7465
 FAX (208) 327-7320
<http://www.purchasing.idaho.gov>

January 7, 2015

Hygeia II Medical Group Inc.
 Attn: Richard Weston

VIA E-MAIL TRANSMISSION
Richard.weston@hygeiababy.com

RE: Extension of Contract PADD1078, a Contract for Breast Pumps for various State of Idaho Agencies, Institutions, and Departments
 Expiring January 17, 2015

The State of Idaho would like to extend the above referenced contract for a period of Two (2) Years.

The contract extension period is January 18, 2015 to January 17, 2017. The same terms and conditions prevail for the contract extension period, except as expressly modified herein.

If the terms of this extension letter are acceptable to your company, please sign in the appropriate space below and mail, fax (208.327.7320) or e-mail (purchasing@adm.idaho.gov) to the Division of Purchasing. If you need to update the contact information for this contract, please do so below. Please update your IPRO profile as well, if necessary, in order to continue to receive e-mail notifications through the IPRO System.

Thank you for your consideration in this matter.

Sincerely,

Chelsea Cameron
 Chelsea Cameron
 Idaho Division of Purchasing

APPROVED: YES NO

COMPANY: Hygeia II Medical Group Inc.

BY: *Thomas E. Dempski*
 (Signature)

Thomas E. Dempski
 (Printed Name)

Date: 1-17-2015

UPDATED CONTACT INFORMATION for PADD1078:

Contact Name	<u>Tom Dempski</u>
Title	<u>National WIC Director - Hygeia</u>
Address	<u>6005 Hidden Valley Road Carlsbad CA 92011</u>
Phone	<u>636-795-8825</u>
Fax	<u>636-237-8649</u>
E-mail	<u>tom.dempski@hygeiababy.com</u>