

TECHNICAL SERVICES

BIOMEDICAL EQUIPMENT SERVICES AGREEMENT

This agreement will provide Nassau County EMS with a select Biomedical Equipment Services Agreement. Specific services included are outlined within the statement of agreement. Services offered through this agreement are designed to enhance the overall operation of Nassau County EMS. Patient care may be enhanced because of increased availability of equipment (decreased down time) and increased assurance of accurate equipment performance.

In recent years, the medical community has become increasingly aware that patient care can be greatly affected by the electronic patient care equipment utilized. If diagnostic and therapeutic instruments are allowed to deteriorate or remain unchallenged for long periods of time, the quality of patient care may diminish and costs may escalate. This Biomedical Equipment Services Agreement is designed to aid Nassau County EMS in determining the effectiveness, accuracy and safety of selected biomedical equipment. In addition, the program outlined is one designed to meet these needs at a reasonable cost.

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STATEMENT OF AGREEMENT: PART 1
GENERAL CONDITIONS - PAGE 1

THIS AGREEMENT includes (in part) or (in total) the following:

- I. **INSPECTIONS:** All Preventive Maintenance, Performance Assurance, and/or Electrical Safety Inspections shall be performed in accordance with the Joint Commission on the Accreditation of Hospitals (JCAH) and/or the National Fire and Protection Agency (NFPA). Inspection standards shall be consistent with those adopted by the JCAH, NFPA, American Society of Hospital Engineers (ASHE) and/or the Association for the Advancement of Medical Instrumentation (AAMI).
 - A. All incoming inspections on newly acquired patient care equipment shall be consistent with the JCAH, NFPA, ASHE, and/or AAMI.
 - B. Each inspection shall include, in part or in total, the following:
 - Cleaning - all cabinets, scope fronts, etc. as necessary
 - Calibration - the calibration of each instrument will be verified
 - Mechanical Inspection - each instrument shall be inspected for abnormal wear and damage
 - Lubrication - each instrument shall be lubricated as appropriate
 - Leakage Current Measurements - as applicable (i.e. input and chassis leakage measurements)
 - Output Measurements - as appropriate, such as ESU and defibrillator outputs
 - C. Mutual scheduling of each regular inspection visit shall be made in advance. It is the customer's obligation to insure instrumentation is available for inspection at the scheduled time. Instrumentation not made available at a scheduled time will be noted as such on a Maintenance Summary located in the Procedures Manual and will be inspected at the next scheduled inspection date unless specific arrangements are made. Such arrangements may include special charges. There will be no refund in any such case.
- II. **CORRECTIVE MAINTENANCE:** All repairs, modifications, and/or calibrations shall be consistent with the Device Amendments to the Food, Drug, and Cosmetic Act regulated by the Food and Drug Administration (FDA).
 - A. All parts necessary to complete proper repair will be consistent with FDA requirements.
 - B. All equipment repairs are dependent upon manufacturer's parts, documentation availability and support.
 - C. Emergency service is available 24 hours per day / 7 days per week. at preva
 - D. All repairs will be done "on-site" whenever possible.

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STATEMENT OF AGREEMENT: PART 1
GENERAL CONDITIONS - PAGE 2

- III. **TEST INSTRUMENTATION:** Physio-Control will supply all test instrumentation necessary for inspections and repairs. Said instrumentation will be maintained in accordance with the National Bureau of Standards.
- IV. **DOCUMENTATION:** Detailed inspection and repair documentation will be maintained in compliance with all accrediting agencies' requirements.
- V. **LOANERS:** If it becomes necessary to remove a defibrillator or a monitor, Physio-Control, whenever possible, will leave a loaner unit that may be used until the non-operating instrument is repaired and returned. If the removal of other contracted equipment becomes necessary, Physio-Control will inform the hospital and will advise all concerned hospital staff members as to what loaner equipment may or may not be required.
- VI. **TECHNICAL CONSULTATION:** Physio-Control can provide technical consultation for electrical safety meetings, prepurchase evaluations, regulatory requirements, and/or other pertinent events.
- VII. **INSURANCE:** Physio-Control maintains an adequate coverage level on policies for General Liability, Products Liability, and Workman's Compensation. More information is available on request.
- VIII. **EXCLUSIONS:** The following are not covered as part of this agreement:
 - A. Accessories and/or disposables (i.e., patient cables, paper, styli, RO membranes, etc.)
 - B. Damage caused by misuse, abuse, abnormal conditions, operator error and/or acts of God.
 - C. Instrument(s) not in normal operating condition at the start of this agreement. For any instrument(s) found in need of repair, Physio-Control will submit a cost estimate. If the customer decides against repairing said instrument(s), it will not be included in this agreement.
- IX. **NORMAL WORKING HOURS:** Unless specified under **SPECIFIC CONDITIONS**, all work contracted under the terms of this agreement shall be performed during Physio-Control's normal business hours (Monday - Friday, 8:00 a.m. - 5:00 p.m., excluding holidays).
- X. **EMPLOYMENT:** The customer by accepting this agreement agrees not to offer employment to any Physio-Control team member(s) engaged in the performance of the contracted terms herein, during the period of this agreement or for one (1) year following termination of this agreement.

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STATEMENT OF AGREEMENT: PART 2 SPECIFIC CONDITIONS

- A. All regular inspections will be performed during the regularly scheduled days and times of this agreement,
- B. At the customer's request, inspections of equipment other than those contracted for will be charged the prevailing rates less 20%.
- C. This agreement does include the price of parts and materials.
- D. All repairs are subject to the provisions noted under GENERAL CONDITIONS.
- E. This agreement does provide for the repair and/or replacement of defibrillator paddles and batteries for the LP 5 units.
- F. This agreement does provide for the repairs only of defibrillator paddles for the LP 2, LP 3, LP 4, LP 6 and LP 7.
- G. Service, parts, labor and travel - all to be during Physio-Control's normal business hours: 8:00 A. M. to 5:00 P. M. - Monday thru Friday.



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PAYMENT TERMS AND CONDITIONS

BETWEEN

PHYSIO-CONTROL

and: Nassau County EMS

Southern District Office
Suite 7 - 1655 Phoenix Boulevard
Atlanta, Georgia 30349

11 North 14th Street
Fernandina Beach, Florida 32034

begins on 10-1-83 and ends on 9-30-84

and is for service as outlined under GENERAL and SPECIFIC CONDITIONS. The price of this agreement is \$ 1,416.00 per Year, payable in 2 installments of

\$ 708.00 upon receipt of invoice. (Payment terms are net thirty (30) days.)

(There shall be added to the maintenance charges amounts equal to any taxes however designated, levied or based on this agreement or the services rendered or parts supplied pursuant hereto, including state and local privilege or excise taxes and any taxes or amounts in lieu thereof paid or payable by Physio-Control in respect of the foregoing.)

The price of this agreement is based upon the attached inventory (Schedule A). If the number and/or type (including model) of instruments is changed during the contract period, the price of this agreement is subject to adjustment. The price and terms of this agreement are subject to credit approval.

This contract may be terminated by either party upon written thirty (30) days notice.

ACCEPTANCE

PHYSIO-CONTROL

CUSTOMER

BY Bill Carter

BY Gene H. [Signature]

TITLE District Service Manager

TITLE Chairman, Board of County Commissioners

DATE 9-7-83

DATE September 13, 1983

CONTRACT NO. _____

PURCHASE ORDER NO. _____

THE PRICE OF THIS AGREEMENT IS SUBJECT TO CHANGE IF NOT ACCEPTED BY 10-7-83

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SCHEDULE A - INVENTORY

ITEM #	ID# / LOCATION	DESCRIPTION	MFG.	MODEL #	SERIAL #	INSP. FREQ.
		ECG Monitor	PHIL	9-00785-771	10569	-1-
		ECG Defibrillator	"	9-00000-06	10569	-1-
		ECG Charger	"	9-00154-06	10496	-1-
		ECG	"	4-00174-00	0187	-1-
		ECG Printer	"	9-10014-09	1105	-1-