

Physio Control
Life Paks
DES

TECHNICAL SERVICES BIOMEDICAL EQUIPMENT SERVICES AGREEMENT

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 prevailing rates.
 - D. All repairs will be done "on-site" whenever possible.
- 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.

STATEMENT OF AGREEMENT: PART 1
GENERAL CONDITIONS - PAGE 2

- 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 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, 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.

PHYSIO-CONTROL CORP.
TECHNICAL SERVICES

DEMAND/INSPECTION CONTRACT
MONDAY - FRIDAY, 8 -5
ON-SITE

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COVERAGE:

This agreement covers repair and inspection services:

Monday through Friday / 8am to 5pm (excluding Physio-Control holidays)

Service is available for equipment listed on Schedule A outside of the specified agreement coverage hours at the following rates:

Current overtime labor rate less 10%.
Current overtime travel rate.

TRAVEL:

Travel is included for repair and inspection service calls.

PARTS AND MATERIALS:

All repair parts and materials are included.

All parts included are subject to Exclusions as defined in the General Conditions Section of this agreement.

Case changes are not included. (Exception: One LP5 recase included.)

Parts for repairs that are not covered under this agreement (i.e. abuse), are available at a 15% discount from list price. Discount applies only to parts used for repair of equipment listed on Schedule A.

Additionally excluded are repair or replacement of items not originally distributed or installed by Physio-Control.

This agreement includes a 10% discount on parts and accessories for PHYSIO-CONTROL products except for the following:

FAST PATCH disposable defibrillation/ECG electrodes.
QUICK PACE external transthest pacing electrodes.
LIFESTAT 1600 sensors.

PERFORMANCE VERIFICATION AND SAFETY INSPECTIONS:

Performance Verification Procedures and Safety Inspections are included at the frequency indicated on the attached inventory sheets (Schedule A).

PHYSIO-CONTROL CORP.
TECHNICAL SERVICES

EQUIPMENT SPECIFIC CONDITIONS

LIFEPAK 5

MONITOR:

- o Batteries are included as necessary, up to 2 per monitor per year.
- o Case changes are not included.

DEFIBRILLATOR:

- o Batteries are included as necessary up to 4 per monitor/defibrillator combination per year.
- o Paddle repairs are included. (Paddle attachments are excluded i.e. pediatric and anterior paddle attachments.)
- o Case changes are not included.

STANDARD CHARGER:

- o Batteries are not included.

BATTERY SUPPORT SYSTEM:

- o Batteries are not included.

VOICE RECORDER:

- o Batteries are included as necessary up to 1 per unit per year.
- o Interconnect cables are not included.

SCHEDULE A

NASSAU COUNTY EMS
 11 NORTH 14TH STREET
 PO BOX 12
 FERNANDINA BH FL 32034-0000

INVENTORY

ITEM	MEDICAL	ID NO	MANUFACTURER	DESCRIPTION	SERIAL NO	INSPECT	R/ P	F/ N
1	PHYSIO CONTROL			LPS MONITOR	010369	Y	02	02
2	PHYSIO CONTROL			LPS DEFIBRILLATOR	010569	Y	02	02
3	PHYSIO CONTROL			LPS CHARGER	010446	Y	02	02
4	PHYSIO CONTROL			LPS MONITOR/DEFIB	000187	Y	02	02
5	PHYSIO CONTROL			LPS CHARGER	001105	Y	02	02
6	PHYSIO CONTROL			LPS MONITOR	043641	Y	02	02
7	PHYSIO CONTROL			LPS DEFIBRILLATOR	017448	Y	02	02
8	PHYSIO CONTROL			LPS CHARGER	017336	Y	02	02
9	PHYSIO CONTROL			DISCHARGER	123022	Y	02	02
10	PHYSIO CONTROL			LPS MONITOR	011489	Y	02	02
11	PHYSIO CONTROL			LPS DEFIBRILLATOR	010793	Y	02	02
12	PHYSIO CONTROL			LPS CHARGER	011539	Y	02	02
13	PHYSIO CONTROL			LPS MONITOR	043641	Y	02	02
14	PHYSIO CONTROL			LPS DEFIBRILLATOR	022966	Y	02	02
15	PHYSIO CONTROL			LPS CHARGER	020308	Y	02	02
16	PHYSIO-CONTROL			LPS MONITOR	047167	Y	02	02
17	PHYSIO-CONTROL			LPS DEFIBRILLATOR	025851	Y	02	02
18	PHYSIO-CONTROL			LPS CHARGER	021287	Y	02	02
19	PHYSIO CONTROL			DISCHARGER	063810	Y	02	02
20	PHYSIO CONTROL			DISCHARGER	087489	Y	02	02
21	PHYSIO CONTROL			DISCHARGER	723022	Y	02	02
22	PHYSIO CONTROL			DISCHARGER	087489	Y	02	02
23	PHYSIO CONTROL			DISCHARGER	063810	Y	02	02
24	PHYSIO CONTROL			DISCHARGER	087489	Y	02	02
25	PHYSIO CONTROL			DISCHARGER	723022	Y	02	02
26	PHYSIO CONTROL			DISCHARGER	087489	Y	02	02
27	PHYSIO-CONTROL			LPS MONITOR	57518	Y	02	02
28	PHYSIO-CONTROL			LPS DEFIB	35766	Y	02	02
29	PHYSIO-CONTROL			BSS	14147	Y	02	02

FOUNTES 01 DENOTES UNDER WARRANTY UNTIL 04/30/91

TECHNICAL SERVICES BIOMEDICAL EQUIPMENT SERVICES AGREEMENT

PAYMENT TERMS AND CONDITIONS

BETWEEN:

AND:

PHYSIO-CONTROL
1777 PHOENIX PARKWAY
SUITE 110
ATLANTA, GA 30349

NASSAU COUNTY EMS
11 NORTH 14TH STREET
FERNADINA BEACH, FL 32034

This agreement begins on 10-01-90 and ends on 09-30-91 and is for service as outlined under GENERAL and SPECIFIC CONDITIONS. The price of this agreement is \$4,500.00 per year, payable in one (1) installment(s) of \$4,500.00 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 James H. [Signature]

BY Jim [Signature]

TITLE: District Service Manager

TITLE Chairman

DATE: September 11, 1990

DATE Novmeber 13, 1990

CONTRACT NO. _____

PURCHASE ORDER NO. _____

THE PRICE OF THIS AGREEMENT IS SUBJECT TO CHANGE
IF NOT ACCEPTED WITHIN 30 DAYS OF CONTRACT START DATE.

* If a signed contract and/or hard copy purchase order is received in the Atlanta office by 10/01/90, the discounted price of the contract will be \$4,368.00, a savings of \$132.00.