

PHYSIO-CONTROL CORPORATION

SERVICE AGREEMENT

This Agreement is between Physio-Control Corporation ("Physio-Control"), a Delaware Corporation, with its principal office in Redmond, Washington and Nassau County EMS ("Customer") with its office at Fernandina Beach, FL.

SERVICES

This Agreement covers the performance by Physio-Control Service Representatives of either Inspections or Corrective Maintenance, or both, as specified in the attached Specific Conditions, for the Biomedical Equipment listed on Schedule A to this Agreement. If the number, type of instruments, or frequency of Inspections is changed during the term of this Agreement, the price and terms of this Agreement may be adjusted by Physio-Control to reflect the changes.

DOCUMENTATION

Physio-Control will provide a written report to the Customer at the completion of each service call that will designate the equipment serviced and the services performed.

LOANER EQUIPMENT

If the Service Representative needs to remove a Physio-Control unit from service for repairs, the Service Representative will make arrangements for a loaner unit, if an appropriate loaner unit is available, that may be used until the removed unit is repaired by Physio-Control and returned. The Customer assumes complete responsibility and liability for maintaining the loaned equipment in the same condition it was in when placed in the Customer's facility and for its return to Physio-Control in accordance with Physio-Control's packing and shipping instructions upon receipt by the Customer of the Customer's repaired unit.

EXCLUSIONS

In addition to any exclusions and limitations set forth in the attached Specific Conditions, this Agreement shall not cover:

- a. Supply or repair of accessories and/or disposables (e.g., patient cables, paper, styli, etc.);
- b. Repair of damage to a unit caused by misuse, abuse, abnormal operating conditions, operator error, and/or acts of God;
- c. Instruments that are, at the time of initial service by Physio-Control, found not to have been in normal operating condition as of the date of this Agreement. For any such instruments found in need of repair in order to return them to normal operating condition, Physio-Control will submit a cost estimate. If the Customer does not authorize repair of the instrument, service in relation to that instrument will not be included in this Agreement, and Physio-Control will adjust the price to reflect the exclusion.

EMPLOYMENT

The Customer agrees that anyone performing services on behalf of Physio-Control under this Agreement shall not be employed or offered employment by the Customer during the period of this Agreement and for one (1) year following its termination or expiration without the written authorization of Physio-Control.

DELAYS IN PERFORMANCE

Neither party shall be responsible for failure to perform or delay in performance of any of its obligations due to an act of God, war, riot, rebellion, insurrection, explosion, flood, storm, fire, earthquake, strike, lockout, labor dispute, labor shortage, injunction, governmental act, rule, regulation, order or directive, or the order of any court of competent jurisdiction.

LIMITED WARRANTY

Physio-Control warrants its services performed pursuant to this Agreement against defective workmanship and replacement parts, if any, provided pursuant to this Agreement from defect for a period of ninety (90) days from the date the service was performed or the part was provided. If a part replaced or serviced fails because of defective workmanship within that period, Physio-Control will promptly reservice the unit and/or replace, without additional charge to the Customer, any repaired parts proving defective, so long as Physio-Control receives notice within ten (10) business days of the ninety day warranty period expiration. **THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY SHALL BE THE ONLY REMEDY AVAILABLE TO ANY PERSON. PHYSIO-CONTROL SHALL NOT BE LIABLE TO ANY PERSON FOR ANY MEDICAL EXPENSES OR ANY DIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY DEFECT, FAILURE, OR MALFUNCTION, WHETHER A CLAIM FOR SUCH DAMAGES IS BASED UPON WARRANTY, CONTRACT, TORT OR OTHERWISE. NO PERSON HAS ANY AUTHORITY TO BIND PHYSIO-CONTROL TO ANY ADDITIONAL OR DIFFERENT REPRESENTATION OR WARRANTY EXCEPT IN A WRITTEN UNDERTAKING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF PHYSIO-CONTROL, AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE TERMS OF THIS AGREEMENT.**

INDEMNIFICATION

Physio-Control agrees to indemnify and hold harmless the Customer, its employees and agents, against judgments and expenses (including reasonable attorney's fees) arising out of liabilities, claims, damages, and losses alleged to have resulted from the servicing of instruments covered by this Agreement to the extent that such liability, claim, damage, or loss is caused solely by the negligence of Physio-Control, its employees, or agents. The Customer shall indemnify and hold harmless Physio-Control against judgments and expenses, (including reasonable attorney's fees) arising out of liability, claim, damage, or loss not caused by the negligence of Physio-Control, its employees or agents.

MODIFICATION OF THE AGREEMENT

No change, modification, addition, or amendment of this Agreement shall be valid unless in writing and signed by authorized representatives of Physio-Control and the Customer.

TERMINATION

Either party may terminate this Agreement upon sixty (60) days written notice to the other party. In the event of such termination, the Customer shall be subject to prorated charges based on the length of time the Agreement has been in force and the services provided under the Agreement prior to its termination.

NONASSIGNMENT

This Agreement may not be assigned in whole or in part or delegated by a party without the prior written consent of the other party, and any attempted assignment or delegation without such prior consent shall be of no force or effect.

GOVERNING LAW

This Agreement shall be interpreted pursuant to and governed by the laws of the State of Washington.

ENTIRE AGREEMENT

This Agreement, including the Specific Conditions and Schedule A, (Inventory and Inclusions) attached hereto; constitutes the entire Agreement between the parties and supersedes all other Agreements, decisions, letters, and understandings between the parties in relation to the services covered by this Agreement.

Specific Conditions
REPAIR & INSPECTION AGREEMENT
Monday - Friday
8:00 a.m. - 5:00 p.m..
On-Site

SERVICES COVERED BY THIS AGREEMENT:

This Agreement covers Repair and Inspection services for all instruments listed on Schedule A. Repairs and inspection visits are performed at the Customer's request and pre-designated site Monday through Friday from 8:00 a.m. to 5:00 p.m. (excluding Physio-Control holidays). Service required outside of the specified Agreement coverage hours will be provided at Physio-Control's then current overtime labor rate (less 10%) and overtime rate. Each Repair or Inspection will consist of such of the following as is determined necessary by a Physio-Control Service Representative:

REPAIR:

- a. All repair parts and materials are included. All parts included are subject to the Exclusions as defined in this Agreement;
- b. Parts for repairs that are not covered under this Agreement (eg., accidental damage), will be made available at a 15% discount from the current list price for those parts. This discount applies only to parts used for the repair of instruments listed on Schedule A;
- c. Travel is included for repair service visits;
- d. Case changes are not included;
- e. Additionally excluded are repair or replacement of items not originally distributed or installed by Physio-Control;

INSPECTIONS:

- a. Testing the calibration of the instrument to determine whether it is within the tolerances specified by the manufacturer;
- b. Checking the mechanical operation of the instrument to determine if it is operating in accordance with the applicable manufacturer's specifications;
- c. Output measurement verifications as appropriate, such as for ESU and defibrillator units, to determine whether the output measurements are consistent with the applicable manufacturer's specifications;
- d. Performance of an electrical safety check in accordance with National Fire and Protection Guidelines, except as to frequency of the check which is determined by the Customer;
- e. Travel is included at the frequency listed on Schedule A.

REPORTS:

The Physio-Control Service Representative will provide the Customer with a copy of a report at the conclusion of each inspection and or repair visit. The Report will note the inspection results and the applicable repair action taken or recommended along with a list of any parts and material replaced.

SCHEDULING OF SERVICES:

Inspection visits will be scheduled by Physio-Control's Service Representative in advance with the designated representative of the Customer. It is the Customer's obligation to insure that units are available at the scheduled inspection time. Units not made available at the scheduled inspection time will be listed in the report completed by Physio-Control's Service Representative and will be inspected at the next scheduled inspection date unless alternative arrangements are made. Any alternative arrangements may include special charges. There will be no refund of any portion of the Contract Price in any such case.

TERM:

This Agreement shall begin 10-01-91 and continue through 09-30-92.

PRICING TERMS AND CONDITIONS:

The price for the services set forth in this Agreement is \$4,968.00 per YEAR, payable in ANNUAL installments of \$4,968.00 by the Customer upon receipt of Physio-Control's invoice. Payment terms are net thirty (30) days. In addition to the designated price, the Customer shall pay, or reimburse Physio-Control an amount equal to, any taxes, however designated, except any taxes measured solely by the net profit of Physio-Control. The price of this Agreement is based upon the attached Inventory (Schedule A). If the number and or model of instruments is altered during the contracted period, the price of this Agreement is subject to adjustment. The Price and Payment provisions of this Agreement are subject to the approval by Physio-Control of the credit condition of the Customer.

PHYSIO-CONTROL

CUSTOMER

BY: Jim Erwin / CA

BY: Jim B. Wigginton

TITLE: District Service Manager

TITLE: Chairman, Board of County Commissioners

DATE: October 10, 1991

DATE: 11-1-91

SVC REP: Brian Smeiles

PHONE: (904) 261-5962

RCD #: 17

P.O.#: _____

Address: Physio-Control Corporation

Address: Nassau County EMS

11811 Willows Road Northeast

11 North 14th Street

Post Office Box 97048

Redmond, WA 98073-9748

Fernandina Beach, FL 32034

PHYSIO-CONTROL CORPORATION
TECHNICAL SERVICES
BIOMEDICAL SERVICES AGREEMENT

LIFEPAK® 5 defibrillator/monitor

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

LIFEPAK® 5 monitor

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

LIFEPAK® 5 defibrillator

- * Batteries are included as necessary, up to 2 per defibrillator per year.
- * Paddle repairs are included. (Paddle attachments are excluded; i.e., pediatric and anterior paddle attachments.)
- * Case changes are not included.

LIFEPAK® 5 Standard Battery Charger

- * Batteries are not included.

PHYSIO-CONTROL® Battery Support System

- * Batteries are not included.

PHYSIO-CONTROL® ECG/Voice Recorder

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

REGION 01 EASTERN DISTRICT S SOUTHERN SRVC REP S58 JACKSONVILLE

CONTRACT CODE	BID/S02014	CUSTOMER NUMBER	37487	CONTRACT TYPE 1
CONTRACT EFFECTIVE DATE	10/01/91	CUSTOMER NAME	BOARD OF COUNTY COMMISSIONERS	CONTRACT TYPE 2
CONTRACT EXPIRATION DATE	9/30/92	STREET ADDRESS	PO BOX 1010	STATUS CODE 8
LAST UPDATE DATE	10/10/91	CITY,STATE,ZIP	FERNANDINA BH FL 32034-0000	

LINE NO	PART NUMBER	PART DESC #1	PART DESC #2	SERIAL NUMBER	MEDICAL ID NO	MANUFACTURER	*CODES* SA PH SC	FOOT NOTE
DEPT LOCATION -								
1	9-00284-08	LP5 CHARGER		010446		PHYSIO CONTROL	02 02 N	
3	9-00283-14	LP5 MONITOR		044388		PHYSIO CONTROL	02 02 N	
4	9-00285-953	LP5 DEFIBRILLATOR		017448		PHYSIO CONTROL	02 02 N	
5	9-00284-09	LP5 CHARGER		017336		PHYSIO CONTROL	02 02 N	
6	9-00283-975	LP5 MONITOR		011489		PHYSIO CONTROL	02 02 N	
7	9-00285-953	LP5 DEFIBRILLATOR		010793		PHYSIO CONTROL	02 02 N	
8	9-00284-09	LP5 CHARGER		011539		PHYSIO CONTROL	02 02 N	
9	9-00283-14	LP5 MONITOR		043641		PHYSIO CONTROL	02 02 N	
10	9-00285-08	LP5 DEFIBRILLATOR		022966		PHYSIO CONTROL	02 02 N	
11	9-00284-09	LP5 CHARGER		020308		PHYSIO CONTROL	02 02 N	
12	9-00283-14	LP5 MONITOR		047167		PHYSIO-CONTROL	02 02 N	
13	9-00285-08	LP5 DEFIBRILLATOR		025851		PHYSIO-CONTROL	02 02 N	
14	9-00284-09	LP5 CHARGER		021287		PHYSIO-CONTROL	02 02 N	
15	9-00283-14	LP5 MONITOR		057518		PHYSIO-CONTROL	02 02 N	
16	9-00285-08	LP5 DEFIB		035766		PHYSIO-CONTROL	02 02 N	
17	801807-12	BSS		014147		PHYSIO-CONTROL	02 02 N	
18	9-00283-971	ASSY-FINAL,LP/5,MON,	SYNC,60 HZ,SCOPE	010369		PHYSIO CONTROL	02 02 N	
19	9-00285-06	ASSY-FINAL,LP/5 DEF,		010569		PHYSIO CONTROL	02 02 N	



NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS
DEPARTMENT OF EMERGENCY SERVICES

NASSAU COUNTY OFFICE ANNEX
11 North 14th Street, Box 12
Fernandina Beach, Florida 32034-0494




BOARD MEETING
DATE: 10-28 19 91

ACTION: 19

INFO: ARMON C. SUMMERALL
Director

MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS

FROM: ARMON SUMMERALL, DIRECTOR 

RE: MAX DAVIS & ASSOCIATIONS AND PHYSIO CONTROL MAINTENANCE
CONTRACTS

DATE: OCTOBER 21, 1991

DIVISIONS

- Civil Defense
- Communications
- Emergency Medical Services
- Fire
- Fuel Allocation
- Water Safety

(904) 261-5962
(904) 879-3300
Suncom 821-5227
Emergency Dial 911

Please read the attached contracts, approve and return to this department as soon as possible.

If you have any questions please do not hesitate to contact this office.

AS/lc



COPIER MAINTENANCE AGREEMENT

Table with columns: PLAN, EQUIPMENT (TERMS, MODEL, SERIAL NUMBER), METER READING (READING, DATE), SERVICE ZONE, CHARGE, MAXIMUM ALLOWABLE COPIES. Includes rows for CAA, 7035, 555 0605 583, 9/30/91, 1268.00, 108,000, ADF, 9/30/92, EXCESS, .015, 15 BIN, LG. CAPACITY TRAY.

BILLING ADDRESS form with fields: COMPANY NAME, ADDRESS, CITY, STATE, ZIP, ATTN.

INSTALLATION ADDRESS form with fields: COMPANY NAME, ADDRESS, CITY, STATE, ZIP, ATTN: LINDA COX.

Customer agrees to purchase and Dealer agrees to provide maintenance service for the equipment identified above, in accordance with the terms and conditions of this agreement.

No terms or conditions, expressed or implied, are authorized unless they appear on original of this agreement, signed by Customer and Dealer.

THE ADDITIONAL TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF ARE INCORPORATED IN AND MADE PART OF THIS AGREEMENT. NO ONE IS AUTHORIZED TO CHANGE, ALTER, OR AMEND THE TERMS OR CONDITIONS OF THIS AGREEMENT UNLESS AGREED TO IN WRITING BY BOTH PARTIES.

DEALER and CUSTOMER ACCEPTANCE form with fields: DEALER NAME (MAX DAVIS ASSOCIATES), DEALER REPRESENTATIVE SIGNATURE (Micki Leverage 7-1-91), STREET ADDRESS (1501 NORTHPOINT PKWY, SUITE 104), CITY (WEST PALM BEACH, FL 33407), CUSTOMER NAME, BY (AUTHORIZED SIGNATURE), DATE, PRINTED SIGNATURE NAME, TITLE, PURCHASE ORDER NO., P.O. DATE.