CS-19-321

•

		(Contract Management Use only)
CONTRACT APPROVAL FORM		CONTRACT
		TRACKING NO.
Name: Stryker Emergency Care Styker Pro Co	re	Cm2878
	edmond W	A 98052
	City Sta	te Zip
Contractor's Administrator Name: Ernest "Jay" Gray	Title: Field	Service Team Supervisor, Mid-South
Tel#: (386) 216-6232 Fax: (800) 329-7879		
CONTRACT INFO	ORMATION	
Contract Name: Technical Support Service Agreement	Co	ntract Value: \$12,402.00 🗸
Stryker Emergency Care provides technical support for LU Brief Description:	JCAS Chest Compression	Systems used on Fire Rescue units (9).
Contract Dates : From:	X New Renew	Amend#WA/Task Order
How Procured: X Sole Source Single Source ITB	.FPRFQ Co	op Other
If Processing an Amendment:		
Contract #: Increase Amount of Existing Contr	act:	
New Contract Dates: to TOTAL OF	AMENDMENT AMO	DUNT:
1. APPROVALS PURSUANT TO NASSAU COUN 1. 6-26-2		
Department Head Signature Date	P Fire Res	mitting Department
2. 1.12020		26-546020 /
Contract Management Date	Fun	ding Source/Acct #
3. Office of Management & Budget Date	-	
4. 1/1/1/1/ 1/q2.		
County Attorney (approved as to form only) Date	_	
Comments:		
COUNTY MANAGEB-AINAL	SIGNATURE	VAL
	1/4	20
Michael Mullin	Date	
RETURN ORIGINAL(S) TO CONTRACT MANAGEMENT FOR Original: Clerk's Services; Contractor (ori Copy: Department Office of Management & Budget Contract Management	ginal or certified copy	
Clerk Finance		

Nassau County Board of County Commissioners Sole Source/Single Source Certification Form

Vendor Name:	Stryker Emergency Care	Department: Fire Rescue
Address:	11811 Willow Rd NE	Department Head Signature:
	Redmond, WA 98052	Brady Rigdon
Phone:	(386) 216-6232	Date: <u>6/26/20</u>
Contact Name:	Ernest "Jay" Gray	
Account:	01261526-546020	Cost: <u>\$12,402.00</u>

Description of Commodity:

Service agreement with Stryker Emergency Care to provide technical support for LUCAS Chest Compression Systems used on Fire Rescue ALS apparatus.

Check one (1) of the following two (2) choices:

X Sole Source: The goods or services can be legally purchased from only one source.

Single Source: The goods or services can be purchased from multiple sources, but, in order to meet certain functional or performance requirements, there is only one economically feasible source for this purchase.

Please check all of the following that apply:

- X Purchase can only be obtained from original manufacturer-not available through distributors.
 - _ Only authorized area distributor of the original manufacturer.
- X Parts/Equipment are not interchangeable with similar parts of another manufacturer.
- X This is the only known source that will meet the specialized needs of this department or perform the intended function.
- **X** This source must be used to meet warranty or service maintenance requirements.
 - _____ This source is required for standardization.
 - None of the above apply.

Comments/Explanations: (required)

Annual service agreement for nine (9) LUCAS Chest Compression Systems.

Approva 2/11.



ProCare® Services

3800 E. Centre Ave. Portage, MI 49002 USA 1-800-STRYKER stryker.com

То:	Whom it may concern	
Subject:	Emergency Care Parts and Service	
Date:	September 17, 2019	

Stryker's Medical division certifies that it is the original equipment manufacturer (OEM) or sole source distributor of parts for Stryker's Emergency Care products. All parts are manufactured at Stryker or by an outside supplier specifically for Stryker.

Stryker employs its own field service team (known as ProCare Services) to service its products. Stryker only uses OEM parts for repairs, and has exclusive use of certain proprietary tools for diagnostics and repairs. Stryker Emergency Care products that require the use of such proprietary tools include, but are not limited to:

- Power-LOAD fastener
- Power-PRO cot
- LUCAS 3 chest compression system
- LIFEPAK 15 defibrillator/monitor
- LIFEPAK 20e defibrillator/monitor
- LIFEPAK 1000 defibrillator
- LIFEPAK CR+ / LIFEPAK CR2 defibrillator

All tooling is calibrated, documented and controlled by Stryker's home offices in Portage, MI, USA and Redmond, WA, USA. Calibration records and training records are available upon request.

All service repairs are documented and reviewed by Stryker's quality team. To help ensure Stryker's commitment to quality, Stryker tracks and trends its service to help ensure the highest level of product performance for its customers. Preventive maintenance (PM) and service history documentation is available upon request.

Please contact your local Stryker representative with questions.

ProCare Services Sales Rep Name: Eric Smith ProCare Service Rep: Jay Gray

Sales Rep Name: ProCare Service Rep:

stryker

3800 E. Centre Ave Portage, MI 49009

								ID #:		
ROCARE	PROPOSAL	SUBMITTED TO:			-		1997 - 19 A	10 #.	2002251141	.21
illing Acc Nu hipping Acct ccount Name ccount Addre ity, State Zip	m: Num: ess	1064485 Nassau County Fire R 96160 Nassau Place Yulee, FL 32097						Name: Title: Phone: Email:	Rob Ginder Logistics Offi (904) 530-66 rginder@nas	
ROCARE	COVERAGE	1 8 8 8 7 5		elle anne findige og fingen af fer og fan en	5 - F.	and the second	19 - 19 - 19 - 19 - 19 - 19 - 19 - 19 -	and the second		2. · · ·
Item No.	Model Number	Model Description	Serial Number	ProCare Program	Qty	Yrs				Total
1	LUCAS	LUCAS	30100863	LUCAS Prevent Onsite	1	1				\$1,404.00
2	LUCAS	LUCAS	30100867	LUCAS Prevent Onsite	1	1				\$1,404.00
3	LUCAS	LUCAS	30100860	LUCAS Prevent Onsite	1	1				\$1,404.00
4	LUCAS	LUCAS	30100838	LUCAS Prevent Onsite	1	1				\$1,404.00
5	LUCAS	LUCAS	30100852	LUCAS Prevent Onsite	1	1				\$1,404.00
6	LUCAS	LUCAS	30100859	LUCAS Prevent Onsite	1	1				\$1,404.00
7	LUCAS	LUCAS	30100873	LUCAS Prevent Onsite	1	1				\$1,404.00
8	LUCAS	LUCAS	35173495	LUCAS Prevent Onsite	1	1				\$1,404.00
9	LUCAS	LUCAS	35190980	LUCAS Prevent Onsite		10 months				\$1,170.00
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UCAS Pre Update softw Check all bat Inspect the in Test linear se Lubricate and Clean hood, f	vent Onsite: vare to the most teries and batte ntegrity of acces ensor and recali d adjust mechar ian, intake and b	current version ery pins ssories and recommen brate if needed nical parts, including c nellows	nd replacement as r compression modul	needed	1		ProC	are Tota	al	\$12,402.00
UCAS Pre Update softw Check all bat Inspect the in Test linear se Lubricate and Clean hood, f	vent Onsite: vare to the most teries and batte ntegrity of acces ensor and recali d adjust mechar ian, intake and b	current version ery pins ssories and recommen brate if needed nical parts, including c nellows	nd replacement as r compression modul	needed				are Tota L TOTA		
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UCAS Pre Update softw Check all bat Inspect the in Fest linear se Lubricate and Clean hood, f	vent Onsite: vare to the most teries and batte otegrity of access ensor and recali d adjust mechar an, intake and b ise stated on co	current version ery pins ssories and recommen brate if needed nical parts, including c nellows	nd replacement as r compression modul	needed le and claw lock		er Signature	FINA Start Date:	L TOTA 2/4 2/3	IL /2020 /2021	\$12,402.00 \$12,402.00 \$12,402.0 Date
UCAS Pre Update softw Check all bat Inspect the in Fest linear se Lubricate and Clean hood, f	vent Onsite: vare to the most teries and batte teries and batte terity of acces ensor and recali d adjust mechar ian, intake and b ise stated on co ure	current version ery pins ssories and recommen brate if needed nical parts, including c nellows	nd replacement as r compression modul	needed le and claw lock		er Signature	FINA Start Date: End Date:	L TOTA 2/4 2/3	IL /2020 /2021	\$12,402.00 \$12,402.00

Services

Sales Rep Name: ProCare Service Rep:

Eric Smith Jay Gray

2/26/2020

Rob Ginder

200225114121

Logistics Officer

(904) 530-6606

rginder@nassaucountyfl.com

Centre Ave Portage, MI 49009

Total

\$12,402.00

Date: ID #: PROCARE PROPOSAL SUBMITTED TO: Billing Acc Num: Name: Shipping Acct Num: 1064485 Title: Account Name Nassau County Fire Rescue Phone: 96160 Nassau Place Account Address Email: Yulee, FL 32097 City, State Zip PROCARE COVERAGE Model Model Serial Qty Yrs ProCare Program Deceription Mumbe

item No.	Number	Description	i indiandei				
1	LUCAS	LUCAS	30100863	LUCAS Prevent Onsite	1	1	\$1,404.00
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8	LUCAS	LUCAS	35173495	LUCAS Prevent Onsite	1	1	\$1,404.00
9	LUCAS	LUCAS	35190980	LUCAS Prevent Onsite	1	10 months	\$1,170.00

PROGRAM INCLUDES:

LUCAS Prevent Onsite:

Update software to the most current version
Check all batteries and battery pins

· Inspect the integrity of accessories and recommend replacement as needed • Test linear sensor and recalibrate if needed

Lubricate and adjust mechanical parts, including compression module and claw lock

Clean hood, fan, intake and bellows

Unless otherwise stated on contract, payment is expected upfront.

8/5/20 Date

\$12,402.00 Start Date: 2/4/2020 273/2021 End Date 1 2. stomer Signature Date

Purchase Order Number (MUST INCLUDE HARD COPY)

ProCare Total

FINAL TOTAL

COMMENTS:

Please email signed Proposal and Purchase Order to procarecoordinators@stryker.com. All information contained within this quotation is considered confidential and proprietary and is not subject to public disclosure. *Quote pricing valid for 30 days.

Item No.	Model	Serial Number	Program
1	LUCAS	30100863	LUCAS Prevent Onsite
2	LUCAS	30100867	LUCAS Prevent Onsite
3	LUCAS	30100860	LUCAS Prevent Onsite
4	LUCAS	30100838	LUCAS Prevent Onsite
5	LUCAS	30100852	LUCAS Prevent Onsite
6	LUCAS	30100859	LUCAS Prevent Onsite
7	LUCAS	30100873	LUCAS Prevent Onsite
8	LUCAS	35173495	LUCAS Prevent Onsite
9	LUCAS	3519D980	LUCAS Prevent Onsite

SERVICE AGREEMENT

This document sets forth the entire Product Service Plan Agreement ("Agreement") between Stryker Medical, (a division of Stryker Corporation), herein and after referred to as "Stryker", and Nassau County Fire Rescue, herein and after, referred to as the "Customer". This is the entire Agreement and no other oral modifications are valid. This Agreement shall remain in effect unless canceled or modified by either party according to the following terms and conditions.

1. SERVICE COVERAGE AND TERM

Stryker shall provide to Customer the services (the "Services") as defined on Page 1 of the Stryker Quote as the equipment ProCare Program (hereinafter each, a "Service Plan"). The equipment covered under said Service Plan is set forth on Exhibit A to the Quote (the "Equipment"). The Services and Service Plan are ancillary to and not a complete substitute for the requirements of Customer to adhere to the routine maintenance instructions provided by Stryker, its equipment and operations manuals, and accompanying labels and/or inserts for the Equipment. Customer covenants and agrees that its personnel will follow the instructions and contents of those manuals, labels and inserts. When Equipment or a component is replaced, the item provided in replacement will be the Customer's property (if Customer owns the Equipment) and the replaced item will be Stryker's property. The Service Plan coverage, term, start date, and price of the Service sappear on the Service Plan.

2. EQUIPMENT SCHEDULE CHANGES

During the term of the Agreement and upon each party's written consent, additional Equipment may be included in the Exhibit A. All additions are subject to the terms and conditions contained herein. Stryker shall adjust the charges and modify Exhibit A to reflect the additions.

3. INSPECTION SCHEDULING

Service inspections will be scheduled in advance at a mutually agreed upon time for such period of time as is reasonably necessary to complete the Services. Equipment not made available at the specified time will be serviced at the next scheduled service inspection unless specific arrangements are made with Stryker. Such arrangements will include travel and other special charges at Stryker's then current rates.

4. INSPECTION ACTIVITY

On each scheduled service inspection, Stryker's Service Representative will inspect each available item of Equipment as required in accordance with Stryker's then current Maintenance procedures for said Equipment. If there is any discrepancy or questions on the number of inspections, price, or Equipment, Stryker may amend this Agreement.

5. CUSTOMER OBLIGATIONS

Customer shall use commercially reasonable efforts to cooperate with Stryker in connection with Stryker's performance of the Services. Customer understands and acknowledges that Stryker employees will not provide surgical or medical advice, will not practice surgery or medicine, will not come in physical contact with the patient, will not enter the "sterile field" at any time, and will not direct equipment or instruments that come in contact with the patient during surgery. Customer's personnel will refrain from requesting Stryker employees to take any actions in violation of these requirements or in violation of applicable laws, rules or regulations, Customer policies, or the patient's informed consent. A refusal by Stryker employees to engage in such activities shall not be a breach of this Agreement. Customer to the presence of Stryker employees in its operating rooms, where applicable, in order for Stryker to provide Services under this Agreement and represents that it will obtain all necessary consents from patients.

6. SERVICE INVOICING

Invoices will be sent on the agreed payment method. All prices are exclusive of state and local use, sales or similar taxes. In states assessing upfront sales and use tax, Customer's payments will be adjusted to include all applicable sales and use tax amortized over the Service Plan term using a rate that preserves for Stryker, its affiliates and /or assigns, the intended economic yield for the transaction described in this Agreement. All invoices issued under this Agreement are to be paid within thirty (30) days of the date of the invoice. Failure to comply with Net **D** ay terms will constitute breach of contract and future Service will only be made on a prepaid or COD basis, or until the previous obligation is satisfied, or both. Stryker reserves the right, with no liability to Stryker, to cancel any contract on the basis of payment default for any previous equipment or service provided by Stryker or any of its affiliates.

0

218.74

\$ 7/120

7. PRICE CHANGES

The Service prices specified herein are those in effect as of the date of acceptance of this Agreement and will continue in effect throughout the term of the Service Plan.

8. INITIAL INSPECTION

This Agreement shall be applicable only to such Equipment as listed in Exhibit A, which has been determined by a Stryker's Representative to be in good operating condition upon his/her initial inspection thereof.

9. OPERATION MAINTENANCE

Stryker's Services are ancillary to and not a complete substitute for the requirements of Customer to adhere to the routine maintenance instructions provided by Stryker, it's Equipment and operations manuals, and accompanying labels and/or inserts for each item of Equipment. Customer's appropriate user personnel should be entirely familiar with the instructions and contents of those manuals, labels and inserts and implement them accordingly.

10. SERVICE PLAN WARRANTY AND LIMITATIONS

Stryker represents and warrants that the Services shall be performed in a workmanlike manner and with professional diligence and skill. Services will comply with all applicable laws and regulations. During the term of the Service Plan, Stryker will maintain the Equipment in good working condition. Notwithstanding any other provision of this Agreement, the Service Plan does not include repairs or other services made necessary by or related to, the following: (1) abnormal wear or damage caused by misuse or by failure to perform normal and routine maintenance as set out in the Stryker maintenance manual or operating instructions. (2) accidents (3) catastrophe (4) acts of god (5) any malfunction resulting from faulty maintenance, improper repair, damage and/or alteration by non-Stryker authorized personnel (6) Equipment on which any original serial numbers or other identification marks have been removed or destroyed; or (7) Equipment that has been repaired with any unauthorized or non-Stryker components. In addition, in order to ensure safe operation of the Equipment, only Stryker accessories should be used. Stryker reserves the right to invalidate the Service Plan if Equipment is used with accessories not manufactured by Stryker.

TO THE FULLEST EXTENT PERMITTED BY LAW, THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION ARE THE ONLY WARRANTIES APPLICABLE TO THE SERVICES AND ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTY BY STRYKER, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.

11. WAIVER EXCLUSIONS

No failure to exercise and no delay by Stryker in exercising any right, power or privilege hereunder shall operate as a waiver thereof. No waiver of any breach of any provision by Stryker shall be deemed to be a waiver by Stryker for performance of any obligations or other acts hereunder or under any other Agreement shall be deemed to be an extension of time for performances of any other obligations or any other acts by Stryker.

12. LIMITATION OF LIABILITY

EXCEPT FOR THIRD PARTY DAMAGES RELATED TO STRYKER'S INDEMNITY OBLIGATIONS UNDER SECTION 13, STRYKER'S LIABILITY ARISING UNDER THIS AGREEMENT WILL NOT EXCEED THE AMOUNT OF SERVICE FEES PAID DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE. IN NO INSTANCE WILL STRYKER BE LIABLE TO CUSTOMER FOR INCIDENTAL, PUNITIVE, SPECIAL, COVER, EXEMPLARY, MULTIPLIED OR CONSEQUENTIAL DAMAGES OR ATTORNEYS' FEES OR COSTS FOR ANY ACTIONS UNDER OR RELATED TO THIS AGREEMENT.

13. INDEMNIFICATION

Stryker shall indemnify and hold harmless Customer from any loss or damage brought by a third party which Customer may suffer directly as a result of the gross negligence or willful misconduct of Stryker or its employees or agents in the course of providing Services. The foregoing indemnification will not apply to any liability arising from: (i) an injury or damage due to the negligence of any person other than Stryker's employee or agent; (ii) the failure of any person other than Stryker's employee or agent to follow any instructions outlined in the labeling, manual, and/or instructions for use of the Equipment; (iii) the use of any equipment or part not purchased from Stryker or any equipment or any part thereof that has been modified, altered or repaired by any person other than Stryker's employee or agent; (iii) the use of any equipment or omissions made by any Stryker employee while under the direction or control of Customer's staff. Customer agrees to hold Stryker harmless from and indemnify Stryker for any claims or losses or injuries arising from (i)-(iv) above resulting from Customer's or its employees.

14. TERM AND TERMINATION

The Agreement shall commence on the date indicated on the first Service Plan entered into between the parties and shall continue until Stryker ceases to provide Services or the Agreement is canceled by either party by giving a ninety (90) days prior written notice of any such cancellation to the other party. If this Agreement is canceled during or before the expiration date of the Agreement, Customer will owe for the months covered up to the cancellation date of the Agreement and for any parts, labor, and travel charges, required to maintain Equipment, exceeding that already paid during the Agreement. In the event Customer has pre-paid for the services hereunder, any unused amount as of the date of cancellation shall be returned to the Customer on a prorata basis.

15. FORCE MAJEURE

Except for Customer's payment obligations, which may only be delayed and not excused entirely, neither party to this Agreement will be liable for any delay or failure of performance that is the result of any happening or event that could not reasonably have been avoided or that is otherwise beyond its control, provided that the party hindered or delayed immediately notifies the other party describing the circumstances causing delay. Such happenings or events will include, but not be limited to, terrorism, acts of war, riots, civil disorder, rebellions, fire, flood, earthquake, explosion, action of the elements, acts of God, inability to obtain or shortage of material, equipment or transportation, governmental orders, restrictions, priorities or rationing, accidents and strikes, lockouts or other labor trouble or shortage.

16. INSURANCE REQUIREMENTS

Stryker shall maintain the following insurance coverage during the term of the Agreement: (i) commercial general liability coverage, including coverage for products and completed operations liability, with minimum limits of \$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate applying to bodily injury, personal injury, and property damage; (ii) automobile liability insurance with combined single limits of \$1,000,000.00 for owned, hired, and non-owned vehicles; and (iii) worker's compensation insurance as required by applicable law. At Customer's written request, certificates of insurance shall be provided by Stryker prior to commencement of the Services at any premises owned or operated by Customer. To the extent permitted by applicable laws and regulations, Stryker shall be permitted to meet the above requirements through a program of self-insurance.

17. WARRANTY OF NON-EXCLUSION

Each party represents and warrants that as of the Effective Date, neither it nor any of its employees, are or have been excluded terminated, suspended, or debarred from a federal or state health care program or from participation in any federal or state procurement or non- procurement programs. Each party further represents that no final adverse action by the federal or state government has occurred or is pending or threatened against the party, its affiliates, or, to its knowledge, against any employee, Stryker, or agent engaged to provide Services under this Agreement. Each party also represents that if during the term of this Agreement it, or any of its employees becomes so excluded, terminated, suspended, or debarred from a federal or state health care program or from participation in any federal or state procurement programs, such will promptly notify the other party. Each party retains the right to terminate or modify this Agreement in the event of the other party's exclusion from a federal or state health care program.

18. COMPLIANCE

Stryker, as supplier, hereby informs Customer, as buyer, of Customer's obligation to make all reports and disclosures required by law or contract, including without limitation properly reporting and appropriately reflecting actual prices paid for each item supplied hereunder net of any discount (including rebates and credits, if any) applicable to such item on Customer's Medicare cost reports, and as otherwise required under the Federal Medicare and Medicaid Anti-Kickback Statute and the regulations thereunder (42 CFR Part 1001.952(h)). Pricing under this Agreement (and each Service Plan) may constitute discounts on the purchase of Services. Customer represents that (j) it shall make all required cost reports, and (ii) it has the corporate power and authority to make or cause such cost reports to be made. To the extent required by law, Customer and Stryker agree to comply with the Omnibus Reconciliation Act of 1980 (P.L. 962499) and it's implementing regulations (42 CFR, Part 420). To the extent applicable to the activities of Stryker hereunder, Stryker further specifically agrees that until the expiration of four (4) years after furnishing Services pursuant to this Agreement, Stryker shall make available, upon written request of the Secretary of the Department of Health and Human Services, or upon request of the Comptroller General, or any of their duly authorized representatives, this Agreement and the books, documents and records of Stryker that are necessary to verify the nature and extent of the costs charged to Customer hereunder. Stryker further agrees that if Stryker carries out any of the duties of this Agreement through a subcontract with a value or cost of ten thousand dollars (\$10,000) or more over a twelve (12) month period, with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written requests to the Secreta

19. CONFIDENTIALITY

The parties hereto shall hold in confidence this Agreement and the terms and conditions contained herein (including Services Plan pricing) and any information and materials which are related to the business of the other or are designated as proprietary or confidential, herein or otherwise, or which a reasonable person would consider to be proprietary or confidential information; and (b) hereby covenant that they shall not disclose such information to any third party without prior written authorization of the one to whom such information relates. The rights and remedies available to a party hereunder shall not limit or preclude any other available equitable or legal remedies.

20. HIPAA

Stryker is not a "business associate" of Customer, as the term "business associate" is defined by HIPAA (the Health Insurance Portability and Accountability Act of 1996 and 45 C.F.R. parts 142 and 160-164, as amended). To the extent the parties mutually agree that Stryker becomes a business associate of Customer, the parties agree to negotiate to amend the Service Plan or this Agreement as necessary to comply with HIPAA, and if an agreement cannot be reached the applicable Service Plan will immediately terminate. All medical information and/or data concerning specific patients (including, but not limited to, the identity of the patients), derived incidentally during the course of this Agreement, shall be treated by both parties as confidential, and shall not be released, disclosed, or published to any party other than as required or permitted under applicable laws. Notwithstanding the foregoing, Stryker may be considered a "business associate" of Customers related to any Service Plan for wireless products and/or other designated business associate services. If Stryker is considered a "business associate" of Customer, Stryker will agree to enter into a business associate aspective party other than as required by HIPAA.

21. MISCELLANEOUS

Neither party may assign or transfer their rights and/or benefits under this Agreement without the prior written consent of the other party, except that Stryker shall have the right to assign this Agreement or any rights under or interests in this Agreement to any parent, subsidiary or affiliate of Stryker. All of the terms and provisions of this Agreement shall be binding upon, shall inure to the benefit of, and be enforceable by permitted successors and assigns of the parties to this Agreement. This Agreement shall be construed and interpreted in accordance with the laws of the State of Michigan. The invalidity, in whole or in part, of any of the foregoing paragraphs, where determined to be illegal, invalid, or unenforceable by a court or authority of competent jurisdiction, will not affect or impair the enforceability of the remainder of the Agreement. This Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement. In the event of an inconsistency or conflict between the parties concerning the subject matter of this Agreement. In the event of an inconsistency or conflict between this Agreement and any purchase order, invoice, or similar document, this Agreement will control. Any inconsistency or conflict between the assertion of the Sagreement and a Service Plan. The sections entitled Limitation of Liability, Indemnification, Compliance, Conflict between the Miscellaneous of this Agreement and Miscellaneous of this Agreement and Miscellaneous of this Agreement and Miscellaneous of the sagreement appreciation.

22. MAINTENANCE INSPECTION

This service contract may include products which are beyond their warranty period and tested expected service life. Any such product will be inspected to determine if the product meets the operations and maintenance manual guidelines for that particular product as of the date of inspection. Despite any such inspection, Stryker makes no claims or assurances as to future performance, including no express or implied warranty, for any product which was inspected outside of its warranty period or beyond its tested expected service life.

Purchase Order Form

stryker

Account Manager			Purchase Order Date				
Cell Phone			Expected Delivery Date Stryker Quote Number				
_						200225114121	
Check box if Billi	ng same as Shipping						
BILL TO	CUSTOMER #	#	SHIP TO		CUSTOMER #		
Billing Account Num	0		Shipping Account Num	1064485			
Company Name			Company Name	Nassau County	Fire Rescue		
Contact or Department			Contact or Department	Rob Ginder			
Street Address			Street Address	96160 Nassau	Place		
Addt'l Address Line			Addt'l Address Line	Vulsa EL 2200	~		
City, ST ZIP Phone			City, ST ZIP Phone	Yulee, FL 3209 (904) 530-6606	***************************************		
Authorized Customer In	itials		Authorized Customer Initia	ls			
REFERENCE QUO	Contact Information						
Name							
Email							
				-	1		
Phone				er Terms and Con keremergencycare			
Authorized Custon	ner Signature						
Printed Name							
Title							
Signature							
Date							
Attachment	Stryker Quote Number	200225114121					

*Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services on the Stryker Quote.