



Commercial Medical Electronics, Inc.

4335 South Mingo Road

Tulsa, Oklahoma 74146

(918) 749-6151 FAX: (918) 749-3023

SERVICE AGREEMENT

Sterilizers/Autoclaves/Washers

This Preventative Maintenance and Service Agreement between Commercial/Medical Electronics Inc., hereinafter referred to as the Company, and:

Clinton Regional Hospital

100 North 30th Street

Clinton, Oklahoma 73601

Contact: Janice Merrill, Dir. Plant Operations

(580) 214-0345 merrill.janice@gmail.com

Account Number: 19H2229

hereinafter referred to as the Customer, do hereby agree to the following:

EQUIPMENT COVERED:

1. Only the equipment detailed in the table below shall be covered by this agreement.

Steris model 4442 Washer/Disinfector
and
2 EA Steris series "C" Model V120 Sterilizers
And
Medavator model DSD "Edge" Scope Washer

SCOPE OF AGREEMENT:


1. The Company shall schedule and perform routine Preventative Maintenance, Calibration, Electrical Safety, and Operational Inspections on the equipment covered. Inspections shall be performed **every two months**, in accordance with the manufacturer's specifications, and per all current codes and regulations. Inspection frequency has been determined by manufactures recommended time intervals, and as per specifications outlined in the American Hospital Association publication "Medical Equipment Management in Hospitals. Also referenced is the NFPA 99 "Life Safety Code" for medical facilities.
2. PM Inspections will be performed every two months. Only qualified, certified trained technicians shall perform all services on sterilizers and washers.

3. The Company shall provide emergency repair service as required to maintain equipment operation. These services shall include all labor and travel required to affect each repair action in accordance to manufactures specifications. A detailed Service Report form shall be completed on each service call to document: (a) Cause of failure (b) Parts required to effect repair, (c) Results of repair action, and (d) Performance Verification. Emergency repair service will be performed only upon the request of the customer, and billed separately. The charges under this agreement are for the annual PM inspections only. The PM service will be performed quarterly.
4. This agreement covers all labor, travel, test equipment usage, and documentation to perform the required PM service. Complete PM Kits will be installed annually The cost of the PM Kits will be covered by this agreement. Parts used during the performance of the PM service are be included in the charges of this agreement. **Estimated cost of all required PM kits =\$12,500.00.**
5. Exclusions: The Company shall not be responsible for the cost of any repairs or service resulting from the following items:
 - A. Fire
 - B. Flood, Earthquake, or other Natural Phenomenon
 - C. Civil Insurrection
 - D. Abuse/Misuse/Attempts to service by unauthorized personnel.

C. COST OF SERVICES:

1. The cost of this agreement shall be as follows:
\$19,000.00 per year invoiced quarterly in the amount of \$4,750.00.
2. This agreement may be canceled at any time by either party by service of written notice thirty (30) days prior to cancellation.

I have read, and understand, this agreement, and with my signature accept the same.

CUSTOMER SIGNATURE: 	TITLE: CBET/President, CEO	DATE: August 10, 2033
COMPANY SIGNATURE: Hugh L. Holly III	TITLE:	DATE:

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A Clinical Engineering Management (CEM) Program AGREEMENT

This Agreement between Commercial/Medical Electronics Inc., hereinafter referred to as the "Company", and hereinafter referred to as the "Customer" is entered for the purpose of providing a Clinical Engineering Management (CEM) program as described below.

Clinton Regional Hospital 100 North 30 th Street Clinton, Oklahoma 73601 Contact: Janice Merrill, Dir. Plant Operations (580) 214-0345 merrill.janice@gmail.com	Account Number: 19H2229
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SCOPE OF AGREEMENT:

- A. **Equipment**--All patient care equipment used in the hospital for the diagnosis, treatment, or monitoring of patients shall be covered by this agreement, with only the following exceptions:
- | | | |
|--------------------------|------------------------|-----------------------|
| Anesthesia Equipment | X-Ray/MRI Devices | Specialty Lab Devices |
| Nuclear Medicine Devices | Surgical Laser Devices | Bulk Sterilizers |
- B. **Preventative Maintenance (PM)**---PM inspections shall be performed on each item listed in the Customer's patient care equipment inventory.
- *PM procedures shall be performed in accordance with all applicable state and national codes/regulations. Written procedures subscribed to by CME are as follows:
 - *Manufactures Preventative Maintenance procedures.
 - *The Joint Commission Accreditation Standards per the "Environment of Care" for medical devices.
 - *"Medical Equipment Management in Hospitals" manual published by the American Society for Hospital Engineering (a division of the American Hospital Association).
 - *CEM Program is designed to be fully compliant with all current State and National requirements.
- C. **Preventative Maintenance Inspections**—Performed on all required medical devices prior to placing equipment in service, and on a periodic scheduled interval. Performed bi-annually on critical care devices, and annually on all other electrical patient care equipment unless specifically required more often by manufacture. Testing performed in accordance with 2012 NPFA 99 *Health Care Facility Code* requirements.
- D. **Test Equipment**—CME test equipment is calibrated annually, and traceable to the National Institute of Standards Technology (NIST), formally known as the National Bureau of Standards. All test equipment required for Preventative Maintenance service is provided by CME.
- E. **Documentation**—Provided by CME. All documentation, and records for the CEM program are the responsibility of CME, and provided as required by national and state inspection agencies. Documentation includes computer files on secure internet web site are kept by CME, and available to customer at all times. Conspicuous labels are affixed to each equipment device following PM service. All devices tested are tracked by special identification number assigned by CME and affixed to each device.
- F. Commercial/Medical Electronics, Inc. shall work with the customer to insure that all Patient Information is handled in a manner fully compliant with the Health Insurance Portability and Accountability Act (HIPAA).

TERMS AND CONDITIONS:

- G The customer shall provide a secure workspace for the Company’s technicians;
 - 1. To perform PM maintenance inspections on portable equipment.
 - 2. To ensure security of proprietary equipment, software, and documents.
 - 3. To perform corrective maintenance as detailed in Section I, Paragraph C

The customer shall provide the Company with a complete inventory listing of all patient care equipment located in the facility, and notify CME of all equipment additions so new equipment may be added to the inventory, or deleted as retired.

The Company will report directly to the hospital Director of Plant Management, or designee, for purposes of protocol.

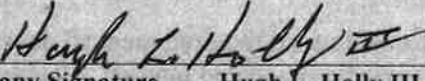
B. COST OF SERVICE:

- A. The total charges for the services provided for by this agreement shall be:

\$28,800.00 per year invoiced in the amount of \$2,400.00 per month following each month inspection period.. Allows for one (3) technician day per month, and includes all travel, labor, data entry and records maintenance.
- B. Monthly invoicing of all charges.
 - 1. Monthly invoices will be following monthly inspection period. and due payable on normal NET 30 day terms.
- C. All parts provided by the Company for equipment repairs shall be charged to Customer, and invoiced separately.

Cancellation of this agreement by either party requires thirty (30) day written notice, and may be cancelled by the Customer or Company at any time. There is no expiration date for this agreement. Changes in terms must be acceptable by both parties, and addendums documented for any change in agreement.

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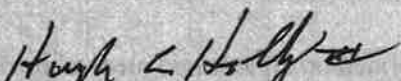
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