EQUIPMENT MAINTENANCE AGREEMENT

between

DP MEDICAL SERVICES AND

MANGUM REGIONAL MEDICAL CENTER

MANGUM, OK

It is agreed that DP Medical Services will provide MANGUM REGIONAL MEDICAL CENTER, hereafter called the FACILITY, with the services described below under the following terms and conditions.

FULL SERVICE BIOMED AGREEMENT (NEW)

(EXCLUDING PARTS) WE OFFER SERVICE ON THE FOLLOWING EQUIPMENT:

BIOMEDICAL / ANESTHESIA.

A. <u>EQUIPMENT COVERED UNDER THIS BIOMED AGREEMENT</u>:

- 1). All Electro medical devices listed on Facility provided Inventory Listing.
- 2). Preventative Maintenance and Electrical Safety testing on all applicable On-Site Equipment

3). On-Site Repair Services Monday - Friday 8am-5pm

B. <u>CONTRACT TERM</u>:

The term of this agreement shall be for one (1) year commencing on <u>January 1, 2024</u> and expiring on <u>January 1 2025</u>. Thereafter this agreement automatically renews each year, unless canceled by either party with a 30 day written notice.

C. <u>COST</u>:

QUARTERLY COST FOR BIOMED INSPECTIONS: 1) Biomed Inspections \$1,750.00 \$7,000.00 Yearly

Does not include replacement parts or PM Kits. Shop repairs billed at \$150.00 per hour. Non-Scheduled service calls will be billed at \$150.00 per hour for labor and drive time will be billed at Zone C rate of \$500.00 round trip. Emergency repairs after hours and holidays will be billed at \$200.00 and drive time will be billed at \$750.00.

D. <u>PURCHASE ORDER</u>:

Invoices for the equipment maintenance services provided within the scope of this Agreement will be submitted at the payment frequency specified in Section D. Please indicate the FACILITY purchase order number that these invoices will reference:#_____

TERMS AND CONDITIONS

E. EQUIPMENT COVERED UNDER THIS AGREEMENT:

DP Medical Services agrees to include in its equipment maintenance program the equipment listed (on the attached medical equipment inventory or on the face of this Agreement), hereafter called the EQUIPMENT. All listed items will be included in a preventive maintenance and/or electrical safety program, which is described in Sections H and I of this Agreement. Documentation of all services shall be maintained on file at the FACILITY.

F. <u>PREVENTIVE MAINTENANCE AND/OR ELECTRICAL SAFETY INSPECTIONS</u>:

DP Medical Services will perform preventive maintenance and/or electrical safety inspections on the EQUIPMENT identified in Section A in accordance with JCAHO and State Department of Health Services' requirements. These services will be performed during the specified hours stated on the face of this Agreement, excluding holidays.

DP Medical Services follows all manufacturers' recommended preventive maintenance procedures, as well as those set forth by the American Society for Hospital Engineering, and all applicable regulatory agencies.

G. <u>REPAIR SERVICES</u>

DP Medical Services is available 24 hours a day, 7 days a week for repair of the EQUIPMENT identified in Section A. Telephone response time to emergency repair services, when a DP Medical technician is not already on-site, will be within two (2) hours. The EQUIPMENT will be repaired in a timely manner in order to keep downtime to a minimum.

Repairs specifically not covered under this Agreement include the following (1)Repairs due to failure of EQUIPMENT component or due to improper maintenance provided by a source other than DP Medical Services(2)Repairs due to failure of the

FACILITY'S steam, water electrical or other utility Supply systems (3) Repairs due to operator neglect misuse or abuse (4) Repairs due to any documented circumstance beyond the control of DP Medical (5) EQUIPMENT overhauls, rebuilds, compressors, upgrades, relocation (6) Repairs to equipment not listed on the attached EQUIPMENT inventory (7) Repairs exceeding 50% of current market value of the EQUIPMENT (8) Pre-Existing conditions

H. <u>PARTS, MATERIALS, AND CONSUMABLES</u>:

Replacement parts or other materials are not included, unless otherwise indicated.

The FACILITY agrees to assist DP Medical Services in obtaining replacement parts and materials from suppliers who have policies of selling parts only to end-users.

Not included in this Agreement are consumable items such as batteries, glass, electrodes, paper, magnetic tapes, patient leads, cables, fiberoptics and similar items that the FACILITY would use during normal operation, unless otherwise indicated.

I. <u>TEST EQUIPMENT AND WORK SPACE</u>:

DP Medical Services will provide all necessary test equipment in order to fulfill the maintenance obligations of this Agreement. Routine calibration and certification of this test equipment by an outside laboratory to those standards set forth by the National Institute of Standards and Technology.

The FACILITY will provide DP Medical Services technical staff with sufficient working space in order to accommodate the day-to-day requirements of this Agreement.

J. <u>INSURANCE</u>:

DP Medical Services maintains an adequate level of Comprehensive Liability and Workers' Compensation Insurance coverage on all of its employees. A certificate of insurance will be provided to the FACILITY upon request.

K. <u>CHANGES AND CANCELLATIONS</u>:

Changes to the terms and conditions of this Agreement whether such changes are due to the quantity or types of items covered, equipment, service level, or pricing (increase and/or decrease), must be agreed to in writing by authorized representative of both DP Medical Services and the FACILITY. This agreement is cancelable by either party with a 30 day written notice.

L. <u>NOTICES</u>:

Notices or correspondence regarding the above agreement shall be sent to the following DP Medical Services:

DP MEDICAL SERVICES 23630 E. 700 Rd. Wagoner, Ok. 74467 918-237-5028 dpmedical@mail.com

DATE OFFERED_____

DATE ACCEPTED_____

DP MEDICAL SERVICES

MANGUM REGIONAL MEDICAL CENTER