

HABERSHAM COUNTY BOARD OF COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: Renewal of Cardiotronix Inspection and Preventative Maintenance Service Agreement

DATE: 07/18/2022

☒ **RECOMMENDATION**

☐ **POLICY DISCUSSION**

BUDGET INFORMATION:

☐ **STATUS REPORT**

ANNUAL- \$4696.00/yr from Contracted Services

☐ **OTHER**

CAPITAL-

COMMISSION ACTION REQUESTED ON: 07/18/2022

PURPOSE:

Seek commission approval of the Service Agreement between Habersham County and Cardiotronix to perform the Annual Inspection and Preventative Maintenance of the Physio-Control LifePak 15 cardiac monitors, and Physio-Control CRx Automatic External Defibrillators.

BACKGROUND / HISTORY:

- 3rd Party annual inspection and maintenance of biomedical equipment is conducted to ensure the equipment is operating in accordance with the manufacturer's specifications.
 - Cardiotronix has provided the service for HCES since the merger.
 - The cost of Cardiotronix to perform the service is substantially less expensive than Physio-Control / Stryker performing the same work.
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FACTS AND ISSUES:

- The 3-year agreement provides a \$1743.00 discount.
 - The use of an independent contractor to perform the inspection and testing lessens Habersham County's liability in checking the equipment
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OPTIONS:

- 1) Approve recommendation
 - 2) Deny recommendation
 - 3) Commission defined alternative
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RECOMMENDED SAMPLE MOTION:

Recommend approval of the Service Agreement between Habersham County and Cardiotronix for the inspection and maintenance of the biomedical equipment used by Emergency Services.

DEPARTMENT:

Prepared by:

Director: ____Jeffrey D. Adams_____

**ADMINISTRATIVE
COMMENTS:**_____

_____ **DATE:** _____

County Manager

400 Technology Court SE #B Smyrna, GA 30082 (855)-4DEFIBS www.cardiotronixhealth.com

Quoted to:

Habersham County EMS
240 Adams Road
Demorest, GA 30535
Attn: Jeff Adams
jadams@habershamga.com

3 Year On-Site IPM Device Quote

Payment Terms	Net30
Quote Number	2206223
Quote Date	06/22/2022
Agreement Start Date	09/15/2022
Agreement End Date	09/14/2022
Customer PO#	

Cardiotronix Representative:	Andy Fox	Telephone Number:	770-231-7411
Fax Number:	678-701-4313	Quote valid until:	12/01/2022

Model #	Qty	Desc	Yrs	Annual List Price	Annual Discount Price	Extended Discount Price	Extended Multiyear Discount Price
Physio LP15	10	IPM	3	\$315/device	\$278/device	\$2,780	\$8,340
AED Fleet	18	IPM	3	\$94/device	\$83/device	\$1,494	\$4,482

List Price Quote Subtotal	\$14,526
Subtotal applicable to Discount	\$14,526
Total Discount 3 year (12%)	-(\$1,743)
Discount Quote Amount	\$12,783
Annual Travel Charge	\$395
Discount Quote Total 3 year	\$13,968
Total Annual IPM Service Year 1	\$4,656
Total Annual IPM Service Year 2	\$4,656
Total Annual IPM Service Year 3	\$4,656

Important Notice: Any information, data, and pricing included in this Agreement are strictly confidential and supplied on the understanding that the information will be held confidentially and not disclosed to any other parties without the prior written consent of Cardiotronix. Cardiotronix shall maintain in confidence the information in with the same degree of care required under the Georgia Trade Secrets Act or other applicable law concerning confidential and proprietary information.

Upon customer signature and an authorized Cardiotronix representative accepting, this document constitutes a contract and customer is bound by all terms hereof, including limitations and liability outlined in the terms and conditions. Cardiotronix by its acceptance hereof, agrees to provide services in accordance with the terms defined above.

Authorized Signature Customer:

Authorized Signature Cardiotronix:

Title/Date:

Title/Date:

Service Agreement Terms and Conditions

Customer:	Habersham County	Contact:	Jeff Adams
Address:	240 Adams Road	Email:	jadams@habershamga.com
City/State/Zip:	Demorest, GA 30535	Phone:	

This agreement dated this ____ day of _____, in the year 2022, is made by and between Cardiotronix, LLC ("Cardiotronix") of Kennesaw, Georgia and Habersham County (hereafter "Customer").

Cardiotronix will perform the services listed below and any exhibits ("Exhibits") attached to the agreement (together, the "Agreement") under the following terms and conditions:

1) Service

Unless otherwise set forth in the exhibits, Cardiotronix will provide customer ("Customer") the repair services and IPM Service ("Equipment Services") on the equipment identified ("Equipment"), at the location described ("Equipment site"), and for the rates set forth in this agreement, including:

Equipment repair services to include:

- a) Repair service due to malfunction as required
- b) Cost of replacement parts as required on a exchanged (refurbished) basis
- c) Labor to repair the Equipment
- d) Perform annual IPM Service as detailed below
- e) Testing and recertification of such Equipment
- f) Documentation of service work performed
- g) Replaced parts become the property of Cardiotronix and will be removed from the Equipment Site

Equipment IPM services as scheduled by Cardiotronix to include:

- a) General device inspection
- b) Review of equipment operation
- c) Investigation of service logs
- d) Calibration as required
- e) Specific parameter device testing
- f) Other remedial maintenance of a non-critical nature

Cardiotronix will provide such planned Equipment Service during the service coverage hours ("Service Coverage") at a time that will be mutually agreed upon. The prices set forth in this Agreement are subject to change if the Equipment is upgraded or reconfigured.

2) Exclusions

The Equipment Services do not include:

- a) Servicing of the Equipment not listed in the Exhibits
- b) Providing any service excluded under the Agreement
- c) Providing or paying the cost for any rigging, facility, structural alterations, or accessory incident to the IPM Services or Equipment
- d) Servicing the equipment if the Equipment or Equipment Site is contaminated with blood or other possibly infectious substances
- e) Software upgrades or reloads unless specifically outlined in the Agreement
- f) Any removal or relocation of the Equipment
- g) Any alteration or improper storage, handling, use or maintenance of the Equipment by anyone other than Cardiotronix
- h) Damage caused by an external source, regardless of nature
- i) Neglect or misuse of the equipment
- j) If it is necessary to remove the goods for repair, the costs and expenses of such removal will be covered by the customer at a rate to be agreed upon by the parties hereto.

3) Coverage

Unless otherwise set forth in the Exhibits, Cardiotronix will provide Customer the Equipment Services Monday through Friday, 8:00 AM to 5:00 PM Customer local time, excluding any observed Cardiotronix holidays ("Service Coverage"). Unless otherwise set forth in the Exhibits, travel necessary to complete the Equipment Services will be included. For any services outside of the Service Coverage, Cardiotronix will charge the Customer 2 hour minimum on-site time plus any applicable travel charges incurred.

4) Customer Responsibilities

During the terms of this Agreement, Customer will:

- a) Assure that the Customer Site is maintained in a clean and sanitary condition and that the Equipment is cleaned and decontaminated after contact with blood or other potentially infectious material
- b) Dispose of any hazardous or biological waste generated as a result of Cardiotronix servicing the device
- c) Maintain the Equipment Site and environment including: (temperature, humidity, power quality, and fire protection) in a condition suitable for proper operation of the Equipment
- d) Provide Cardiotronix personnel full and free access to the Equipment at the scheduled service time. Customer's failure to provide access at the scheduled time will constitute Customer's waiver of the scheduled IPM Services and may void Agreement. Customer agrees to pay Cardiotronix at a demand service rate for all time spent by Cardiotronix personnel waiting for access to Equipment outside of the Agreement terms

5) Payment

All payments under this Agreement are due upon Customer receipt of Cardiotronix invoice until the Agreement amount and all applicable taxes are paid in full. Payments for services provided outside of the Agreement and Service Coverage will be due within 10 days from the completion date of the service provided. Customer shall pay interest on any amount not paid when due of a rate of 1.5 % per month or at the maximum rate permitted by applicable law.

6) Termination

This Agreement between Cardiotronix and Customer will remain in effect for the term specified in this Agreement. Customer's failure to pay any amount due under this Agreement within 10 days of when payment is due constitutes a default of this Agreement and all other Agreements between Cardiotronix and Customer. In such an event, Cardiotronix may, at its option withhold performance under this Agreement and any or all other Agreements until all defaults have been cured, or declare that all monies due immediately and payable under this Agreement and any other Agreements, or pursue any other remedies permitted by law.

7) Excusable delays

Cardiotronix will be excused from performing under this Agreement when the delay of failure is caused by events beyond Cardiotronix control including, but not limited to: acts of God, acts of third parties, acts of the other party, acts of civil or military authority, fire, flood, war, terrorism, embargoes, labor disputes, acts of sabotage, riots, accidents, delays of carriers, subcontractors, or Equipment being contaminated with blood or other infectious substances.

8) Warranty Disclaimer

Cardiotronix full contractual service obligations to Customer are described in this Agreement. Cardiotronix provides no warranties under this Agreement. All Services to support this Agreement are provided as is. No warranty of merchantability or fitness for a particular purpose applies to anything provided by Cardiotronix.

9) Liabilities

Cardiotronix total liability, if any, is limited to an amount not to exceed the price stated in the Agreement for the Equipment Services provided. In no event will Cardiotronix be liable for any indirect, punitive, incidental, consequential, or special damages, including, but not limited to: lost revenues or profits, cost of substitute services, whether arising from breach of the terms of the Agreement, breach of warranty, negligence, indemnity, or strict liability.

10) Survival, Waiver, Severability, Choice of Law

Customer's obligation to pay money due to Cardiotronix under this Agreement survives expirations or terminations of this Agreement. All of Cardiotronix rights, privileges, and remedies with respect to this Agreement will continue in full force and effect after the end of this Agreement. If any part of this Agreement is found to be invalid or unenforceable by any court, Arbitrator or by operation of law, it shall not affect the validity or enforceability of the remainder of this Agreement, which shall remain in full force and effect.

11) Confidentiality

Any information, data, and pricing included in this Agreement are strictly confidential and supplied on the understanding that the information will be held confidentially and not disclosed to any other parties without the prior written consent of Cardiotronix. Cardiotronix shall maintain in confidence the information in with the same degree of care required under the Georgia Trade Secrets Act or other applicable law concerning confidential and proprietary information.

12) Waiver of Breach

No waiver by Cardiotronix of any breach of this Agreement shall be a waiver of any preceding or succeeding breach. No waiver by Cardiotronix of any right under this Agreement shall be construed as a waiver of any other right. Cardiotronix shall not be required to give notice to enforce strict adherence to all terms of this Agreement.

13) Time

Time is of the essence as to this Agreement and the parties agree to act within a reasonable time in the performance of their obligations.

14) Agreement Language

All words used herein in the singular shall extend to and include the plural. All words used herein in the plural shall extend to and include the singular. All words used herein in any gender shall extend to and include all genders.

15) Governing Law

This Agreement shall be governed by the laws of the State of Georgia, United States of America, and the parties agree to jurisdiction and venue in the State or Superior Courts of Cobb County, State of Georgia, United States of America.

16) Interpretation

Should any provision of this Agreement require judicial interpretation, it is agreed that the court in interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of law of construction that a document is to be construed more strictly against the party who prepared or had its agent prepare the agreement, it being agreed that all parties, directly and/or through their agents, have participated in preparation hereof and/or had adequate time to have it reviewed by an attorney of their choice.

17) Entire Agreement

This agreement represents the entire agreement of the parties hereto relating to the subject matter hereof, and any prior agreements, promises, negotiations, or representations, whether oral or written, not expressly set forth in this Agreement are of no force and effect. This agreement may be modified only by a writing signed by both parties.

Total pieces of Equipment:	28	Total years of Equipment Service:	3
Multiyear Discount:	\$1,743.00	Total Cost of Equipment Service:	\$13,968.00

Dates of Equipment Service: 09/15/2022 - 09/14/2025

Customer: _____ Date: _____
Cardiotronix: _____ Date: _____

