

EQUIPMENT PURCHASE ORDER ADDENDUM
BETWEEN
UNIVERSITY OF NORTH CAROLINA HOSPITALS AND

Purchase Order Number

UNC Hospitals is bound by the provisions of 10A NCAC Chapter 13 **Subchapter B**. Section .6102 to provide equipment management and/or maintenance services on all the Equipment described in the Purchase Order noted above. This particular licensure requirement states as follows:

10A NCAC 13B .6102 LIST OF REFERENCED CODES AND STANDARDS (abbreviated):

The following codes and standards are adopted by reference including subsequent amendments-

(ii) NFPA 99 Health Care Facilities

The Vendor (named above) warrants that all the Equipment described in the Purchase Order noted above will comply with all of the following conditions and requirements, in accordance with the provisions of 10A NCAC Chapter 13 **Subchapter B**. Section .6102:

A. Documentation

1. For each component, subassembly and peripheral device of the purchased or leased Equipment, the Vendor shall provide upon receipt, or during installation, two (2) copies of all Operator's, Maintenance and Repair Manuals, Such Manuals shall include all technical service documentation that is provided to the Vendor's own service personnel at no additional charges or fees. Each technical documentation set shall include, but not be limited to: detailed troubleshooting guides, schematic diagrams with function descriptions, installation instructions, calibration and setting instructions, illustrated parts lists, and preventive maintenance procedures. The Hospital will use such documentation as needed to service and maintain the Equipment. The Vendor agrees to execute the attached certification regarding provision of all documentation required by this Subsection A.
2. The Hospital shall receive all system, component, subassembly and peripheral device service bulletins as they become available to the Vendor's service personnel, without any additional charges or fees for as long as the Hospital owns or leases the Equipment.
3. The Hospital shall receive without any additional charges or fees, all updates to service manuals, schematics, and diagnostics provided to the Vendor's service engineers for as long as the Hospital owns or leases the Equipment.
4. All aforementioned literature shall remain the Hospital's property, so long as Hospital operates the Equipment. The Hospital shall use the information only to maintain Equipment owned or leased by the Hospital, and shall protect it from unauthorized disclosure; provided that the Hospital may provide the information to its agents who are subject to an agreement to maintain the information in confidence.

B. Hardware and Software

1. The Equipment shall function correctly without requiring any hardware, software, and/or firmware modification.
2. All hardware upgrades shall be provided to the Hospital for five years after the acceptance of the Equipment at the lowest, most favorable price offered by the Vendor to its other customers.
3. Software "update kits," "improvements," and "fixes" which are normally released by the Vendor as operational modifications to allow faster, more reliable use of the Equipment will be provided at no cost for as long as the Hospital owns or leases the Equipment. A software "upgrade" which is released by the Vendor to provide discrete operational enhancements and/or new features and applications will be provided for 5 years after acceptance of Equipment at the lowest, most favorable price offered by the Vendor to its other customers. The Hospital shall have the option to purchase any operational enhancement and/or new features and applications, but shall not be required to do so. The Vendor shall provide a complete list of all available system, component, subassembly and peripheral device software "update kits," "improvements," "fixes, and "upgrades" at no cost and as soon as they become available for as long as the Hospital owns or leases the Equipment.
4. All maintenance software will be provided at no cost to the Hospital while under the Maintenance Service Agreement with the Vendor. If no Maintenance Service Agreement is executed between the Vendor and UNC Hospitals, then all maintenance software required to maintain the Equipment, or facilitate its maintenance, shall be available to the Hospital, at the lowest, most favorable price offered by the Vendor to its other customers. If the software is made available under a License Agreement, it shall be available for annual renewal for as long as the Hospital owns or leases the Equipment. Such software shall be provided in the appropriate form (e.g., diskettes, boards, PROMs, etc.) together with one (1) copy of the user manual for such software. The Vendor shall make training on the use of the diagnostic software, and any external device required for the operation, calibration or repair of the Equipment available to the Hospital, at a fair market price. A price list for diagnostic software license and required external devices shall be made available to the Hospital or at the time of the purchase of the Equipment.

C. Acceptance Testing

1. Acceptable performance means that all of the Equipment will perform its intended function and will meet or exceed all manufacturer's claims and specifications, all FDA Certification requirements as well as those performance standards established by recognized scientific organizations.
2. When the Equipment is delivered and installed at the Hospital, the Hospital will schedule the appropriate tests. At the Hospital's discretion, the Vendor shall have a qualified individual available during the acceptance testing period to operate the Equipment, answer questions and perform adjustments as required. The Vendor shall be responsible for its own overtime incurred during acceptance testing.
3. The Equipment and all its peripheral devices shall be certified as a system by a Nationally Recognized Testing Laboratory. Any testing required for product

safety certification will be at the Vendor's expense. Electrical leakage and grounding tests will be carried out by the Hospital after installation.

4. Performance testing will be carried out by the Hospital in conjunction with the appropriate departmental personnel.
5. The Equipment will be tested for compliance with all applicable state and federal regulations by appropriate representatives.
6. The installed Equipment shall meet or exceed all published manufacturer's specifications, found in data sheets or literature provided to the Hospital by the Vendor's representatives.
7. Should the Equipment fail to perform in accordance with the manufacturer's specifications and claims, all FDA Certification requirements, and performance standards established by recognized scientific organizations, the acceptance period will be extended until such time as the Equipment performs in such manner for a continuous 30 business day period.

D. Warranty

1. Warranty will begin after formal acceptance of the Equipment or upon a mutually agreed date.
2. In the event that the Vendor does not manufacture certain major components in the system and is acting instead as "distributor" of these components, either the Vendor itself shall warrant these components or the Vendor shall provide warranty commitments by the actual manufacturer whose Equipment the Vendor proposes to furnish to the Hospital. Failure to comply could result in revocation of this purchase order.
3. All warranty service work shall be documented. Warranty service shall be scheduled through the Hospitals. Complete, legible copies of the service form must be left with the departmental shift supervisor when the work is finished.
4. The Vendor shall extend the warranty period if the Equipment experiences performance deficiencies during the warranty period.
5. The decision to repair or replace faulty components during the warranty period shall be made jointly by the Hospital and the Vendor.
6. If warranty service is required outside the normal service hours (Monday through Friday, 8:30am to 5:00pm), the Hospital will only pay a labor rate that does not exceed the difference between the current regular rate and the premium rate.
7. The Vendor, in conjunction with the Hospital and the applicable departmental representatives, shall carry out a complete evaluation of the system to assure that all specifications are met thirty (30) days before the end of the warranty period. The Vendor shall offer a warranty extension according to D.4.
8. If the cumulative downtime or restricted clinical use exceeds ten (10%) of the total warranty period, the Vendor will extend the warranty to include an additional 30 days for every point below 90%.

E. Training

1. The Vendor shall make available adequate Applications Training to all shifts of designated Department employees. All training shall be at the Hospital unless otherwise agreed upon by the Hospital. All available training materials including, but not being limited to, videos, CDs, software, manuals, charts, audio tapes, etc. shall be provided to the Hospital free of charge for as long as the Hospital owns or leases the equipment. Follow-up Applications Training shall be provided by the Vendor during the warranty period at the Hospital's request at the charges agreed to by the Hospital and the Vendor. In the event that the new software changes the operation of any Equipment, supplemental Applications Training, as needed by the Hospital, shall be provided by the Vendor at no cost beyond the Vendor's charge for such software.

2. The Vendor shall make available to the Hospital a limited number of training opportunities. The Hospital shall use the training only to maintain equipment owned or leased by the Hospital, and shall protect all training materials from unauthorized disclosure. The training shall be the same as offered to the Vendor's own service personnel and shall become available before the end of the warranty period. All costs of such training shall be paid by the Vendor. The Hospital shall pay the trainees' room, board, and travel expenses. The assignment of training slots shall be as follow:
 - First of a kind system purchased by the Hospital 2 training slots
 - Each additional system purchased by the Hospital 1 training slot

The provisions of this Purchase Order Addendum shall be binding upon the Vendor, its successors, and assigns, and recognition of this shall be included in any sale or lease to UNC Hospitals by Vendor of the product line, sector of business, or division of subsidiary corporation that includes the Equipment acquired hereunder.

UNC Hospitals Equipment Documentation Certification

The provisions 10A NCAC Chapter 13, Subchapter B, Section .6102 require UNC Hospitals to have all documentation and training necessary to provide equipment management and/or maintenance services on all the Equipment described in the Purchase Order referenced in the attached Equipment Purchase Order Addendum. The vendor referenced below is required to provide to UNC Hospitals all relevant documentation, as described in Subsection A of the attached Equipment Purchase Order Addendum. By signing this certification below, the referenced vendor is certifying that it has provided to UNC Hospitals all such required documentation. Please complete this form, have it executed by an authorized officer of the referenced vendor, and return the form to the UNC Hospitals Purchasing Department.

Name of Vendor: _____

Address: _____

City, State, Zip: _____

Phone: _____ Email: _____

I CERTIFY THAT THE ABOVE-REFERENCED VENDOR HAS PROVIDED ALL EQUIPMENT DOCUMENTATION REQUIRED BY THE ATTACHED EQUIPMENT PURCHASE ORDER ADDENDUM:

NAME OF VENDOR

By: _____

Title: _____

Date

Please return the completed form to:

UNC Hospitals Purchasing Department

