

EXHIBIT A-2
SCOPE OF SERVICES/PAYMENT PROVISIONS

**County of Monterey
and
Steris Corporation, Inc.**

This Exhibit A-2 shall be incorporated by reference as part of Agreement attached hereto governing work to be performed under the attached referenced Agreement, the nature of the working relationship between the **County of Monterey**, a political subdivision of the State of California (hereinafter referred to as "COUNTY") and **Steris Corporation**, (hereinafter referred to as CONTRACTOR) and specific obligations of the CONTRACTOR.

A. Scope of Services

CONTRACTOR will provide NIST (National Institute of Standards and Technology) traceable on-site calibration of process measuring equipment used in manufacturing and manufacturing-support environments. The calibration services do not include any repairs or maintenance service that is discovered during the course of the calibration services.

- A.1** The services for equipment will be performed Monday through Friday, 8:00 A.M. to 5:00 P.M., local time, excluding federal holidays ("normal working hours"). Any service not performed during Normal Working Hours shall be billed at the then current applicable rate as set forth: Overtime Coverage Options: Overtime coverage, unless included as part of a Service Option and indicated on the Equipment List, will be charged at prevailing rates for any service performed outside Normal Working Hours.

The Equipment List indicates the frequency of the calibration services that is included in the Services as defined below:

Exclusions -The Services do not include the following:

- (i) Equipment overhauls, welding, rebuilds, upgrades and/or relocations, door assemblies, light cameras, surgical monitors or recorders not purchased from STERIS, generators, water tanks, reservoirs, surgical table shrouds, SYSTEM 1e trays and monochrome display. For life sciences COUNTY, all pumps, transducers, or components with a sales price greater than \$5,000.
- (ii) Consumable and expendable items including, but not limited to, filters, cleaning agents, biological and chemical indicators, recording charts, paper, ink pens, ribbons, pen arms, surgical lamps, light handles, batteries, and all hydraulic oils.
- (iii) Surgical table accessories, hand controls, arm boards, x-ray tops, table pads.
- (iv) Visits made at COUNTY's request to perform services on equipment which was not available or which could not be located.
- (v) Services requested by COUNTY due to failure of defective accessory items.
- (vi) Services or parts requested by anyone other than STERIS, unless authorized in writing by STERIS.
- (vii) Parts, manuals and/or labor found necessary to bring equipment up to normal operating condition during the Pre-PM Inspection, provided that if COUNTY does not wish to bring the

equipment up to normal operating condition, STERIS will delete the equipment from the equipment list.

(viii) Repairs resulting from operator error, misuse, abuse, improper operation or installation, defective accessories, being dropped, fire, loss, theft, utility failure, negligence by any party or other acts beyond the reasonable control of STERIS, or where STERIS determines that in fact no repair is actually required.

(ix) Parts or labor required for recall or safety-oriented modifications to non-STERIS equipment;

(x) Any repairs which are estimated by STERIS to cost in excess of 50% of the unit's current value (STERIS will provide COUNTY with a written estimate in such cases).

(xi) Services performed outside of normal working hours, unless work outside normal working hours is provided for in the equipment list.

(xii) Service lines, shut off valves, disconnect switches or other components not a part of the equipment unless otherwise specified.

(xiii) Any parts for equipment that is not designated as parts inclusive on the equipment list.

(xiv) Unless the 1st Year Preventive Maintenance Option listed on Attachment A is selected by the COUNTY, preventive maintenance during the warranty period for capital equipment is not covered by this Agreement and is available through a separate agreement with STERIS.

(xv) All oil changes in excess of the quantity of (2) for all V-PRO units with a standard maintenance agreement are billable events to be charged at then current parts and labor rates. Oil changes above the standard quantity of (2) may be included in the maintenance agreement for an additional fee.

(xvi) STERIS's obligation to provide the Services will be relieved during the term if access to parts are no longer available to support product or the product is obsolete from a parts and labor coverage level. COUNTY will be given the option to reduce the coverage to labor only for the remainder of the term.

A.2 Additions or Deletions of Equipment:

(a) Additions or deletions of equipment to or from the equipment list may be made, subject to both the inspection contemplated by Section 6(b) below and to the advance written agreement of both STERIS and COUNTY. Deletions may be made only where equipment has been taken out of service. If COUNTY elects to keep an item of equipment in service after STERIS has determined that the item can no longer be effectively or safely maintained, COUNTY will assume full responsibility for that decision and will defend and indemnify STERIS for any claims or liability arising from the condition or use of that item including any personal injuries to or death of any employees of COUNTY or STERIS.

(b) Prior to the addition of any equipment to the equipment list, an amendment would be done with mutually agreed upon terms, a Pre-PM inspection may be required to verify that the equipment is operating in accordance with the manufacturer's original equipment specifications (the "Pre-PM Inspection"). The Pre-PM Inspection will be at COUNTY's expense and included in the costs of the Amendment to the current Agreement.

(c) If ProConnect Remote Monitoring is included in this agreement, it will be enabled on any equipment added to the agreement that is capable of supporting this feature. Remote monitoring will be enabled as part of the next scheduled service visit, where applicable.

A.3 9. COUNTY's Responsibilities:

(a) Access to Equipment - COUNTY shall provide STERIS's personnel with free and safe access to the equipment on each date that service calls are made pursuant to this Agreement and shall assist STERIS's representative in any reasonable manner (including the provision of appropriate

services such as electrical power, water, etc.) in said representative's performance of the Services. COUNTY will make all Equipment available for the Services as scheduled. STERIS will not be responsible for providing the services for equipment that is not made available. COUNTY shall be responsible for paying any and all fees or costs associated with security or other facility access requirements. STERIS shall only provide information that it deems reasonable and appropriate to secure access to the facility.

(b) INTENTIONALLY OMITTED

(c) Employee Training - COUNTY acknowledges that it is the responsibility of COUNTY for ensuring that all personnel permitted to operate the equipment will be adequately trained and supervised and that the equipment will be operated in compliance with the manufacturer's instructions and all applicable laws, rules, regulations and/or standards.

(d) INTENTIONALLY OMITTED

(e) Unauthorized Repair Personnel - COUNTY will permit only STERIS representatives, or any other party acting on behalf of STERIS, to make repairs or to replace parts of the Equipment.

(f) INTENTIONALLY OMITTED

(g) Hazard Communication - COUNTY will provide STERIS with information as to all known hazards or hazardous materials which STERIS's personnel may encounter when working on Equipment and in the environments within which Equipment is located.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed \$85,195.16 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

	Equipment Description	Serial #	Location	Agreement Product	Status	Annual Price	Total Line Price	
1	LAB 250 VAC ELEC MAN VRT SLD SD CAB SEISMIC W/PRT	1297057	Media Room 111	Select Choice Agreement	Comprehensive	\$6,503.02	\$6,503.02	
Start Date 01/01/2021 End Date 12/31/2021 No. of Annual Inspections - 4								
2	20X20X38 CENT PREVAC STER	31800902	Media Room 111	Select Choice Agreement	Comprehensive	\$3,972.24	\$3,972.24	
Start Date 01/01/2021 End Date 12/31/2021 No. of Annual Inspections - 4								
3	20X20X38 CENT PREVAC STER	31800902	Media Room 111	NA-Calibration Service Agreement	Calibration	\$1,419.47	\$1,419.47	
Start Date 01/01/2021 End Date 12/31/2021 No. of Annual Inspections - 1								
4	LAB 250 VAC ELEC MAN VRT SLD SD CAB SEISMIC W/PRT	1297057	Media Room 111	NA-Calibration Service Agreement	Calibration	\$1,362.69	\$1,362.69	
Start Date 01/01/2021 End Date 12/31/2021 No. of Annual Inspections - 1								
5	STM GENERATOR 440/480V INTEGRAL	35270		Select Choice Agreement	Comprehensive	\$3,577.64	\$3,577.64	
Start Date 01/01/2021 End Date 12/31/2021 No. of Annual Inspections - 4								
No. of items to be inspected: 5								
Billing Frequency: Quarterly								
							First Year Amount-2021	\$16,835.06
							Second Year Amount-2022	\$17,340.11
							Third Year Amount-2023	\$17,340.11
							Total Agreement Amount	\$51,515.28
Preventative Maintenance for existing Lab 110/250 VAC/Grav BC SD Electric serial#012970507								
Removal	Total CARE serial #012970507 Lab 110/250 Vac/Grav BC SD Electric - Coverage period: 1/1/2023 to 6/30/2023						\$	(3,349.06)
Removal	Total CARE serial #35270 chrom CES Ch10-14 Carbon Steel - 180kw - Coverage period: 1/1/2023 to 6/30/2023						\$	(1,842.49)
Addition	Total CARE serial #012970507 Lab 110/250 Vac/Grav BC SD Electric - Coverage period: 7/1/2023 to 6/30/2024						\$	10,383.09
Addition	Calibration serial #012970507 Lab 110/250 Vac/Grav BC SD Electric - Coverage period: 7/01/2023 to 6/30/2024 <i>Calibration to be completed March 2024.</i>						\$	1,403.57
							Non taxable total	\$ 6,595.11
							Not to Exceed Amount	\$ 58,110.40

Steris Corp.
Amendment No. 2
\$85,195.16

Equipment Description	Serial #	Dept	Agreement Product	Coverage Type	Annual Price	Total Line Price
LAB 250 VAC ELEC MAN VRT SLD SD CAB SEISMIC W/PRT Start Date 07/01/2024	012970507 End Date	Media Room 111 06/30/2025	SelectChoice Agreement No. of Annual Inspections	Total Care 4	\$ 11,006.08	\$ 11,006.08
LAB 250 VAC ELEC MAN VRT SLD SD CAB SEISMIC W/PRT Start Date 07/01/2024	012970507 End Date	Media Room 111 06/30/2025	NA-Calibration Service Agreement No. of Annual Inspections	Calibration 1	\$ 1,664.00	\$ 1,664.00
Additional cost and expenses for products, and repairs necessary for any optimal use and operation of the AUTOCLAVES and Sterilizer, including but not limited to and on an "as needed and approved basis.						\$ 14,414.68
No of items to be inspected:	2					
Billing Frequency:	Quarterly				Total	\$ 27,084.76
						Not to Exceed \$ 85,195.16

There shall be no travel reimbursement allowed during this Agreement.

B.2 CONTRACTOR'S BILLING PROCEDURES

NOTE: Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement, etc.

COUNTY may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COUNTY.

COUNTY shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

Invoices shall be submitted in duplicate to:

County of Monterey Health Department
Public Health Bureau - Accounts Payable
1270 Natividad Road
Salinas, CA 93906
(831) 755-4500
412-phfiscal@co.monterey.ca.us

County of Monterey Health Department
Public Health Laboratory
Attn: Donna Ferguson
1270 Natividad Road
Salinas, CA 93606
(831) 755-4636
fergusond@countyofmonterey.gov

Invoices shall:

- a. Be prepared on CONTRACTOR letterhead. An authorized official, employee, or agent certifying that the expenditures claimed represent services performed under this contract must sign invoices.
- b. Bear the CONTRACTOR's name as shown on the agreement.
- c. Be submitted monthly.
- d. Identify the billing and/or performance period covered by the invoice.
- e. Itemize costs for the billing period in the same detail as indicated in the scope of services in the agreement. Reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable in this agreement and approved by the County of Monterey.