

Natividad MEDICAL CENTER
County of Monterey Agreement for Services
(Not to Exceed \$200,000)

This Agreement (hereinafter "Agreement") is made by and between the County of Monterey, a political subdivision of the State of California, for the provision of services for Natividad Medical Center, an acute care hospital ("COUNTY"), and Gaumard Scientific hereinafter "CONTRACTOR (collectively, COUNTY and CONTRACTOR are referred to as the "Parties.").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

GENERAL DESCRIPTION OF SERVICES TO BE PROVIDED; COUNTY hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in conformity with the terms of the Agreement. The services are generally described as follows: To provide training, installation, and preventative maintenance to neonatal simulator

PAYMENTS BY COUNTY; COUNTY shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit B, subject to the limitations set forth in this Agreement. The total amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed the sum of \$ 11,095.

TERM OF AGREEMENT; the term of this Agreement is from July 1, 2024 through June 30, 2026 unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and COUNTY and with COUNTY signing last and CONTRACTOR may not commence work before COUNTY signs this Agreement.

~~COUNTY reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately. See Addendum No. 1~~

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SCOPE OF SERVICES AND ADDITIONAL PROVISIONS/EXHIBITS; the following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

COUNTY

- Exhibit A: Addendum No. 1 to Agreement
- Exhibit B: Scope of Services/ Payment Provisions

1. PERFORMANCE STANDARDS:

1.1. ~~CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of COUNTY, or immediate family of an employee of COUNTY. See Addendum No. 1~~

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1.2. ~~CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements. See Addendum No. 1~~

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1.3. CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use COUNTY premises, property (including equipment, instruments, or

supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

2. PAYMENT CONDITIONS:

- 2.1. Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided herein. COUNTY (Monterey County) does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 2.2. ~~Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County (COUNTY) and the CONTRACTOR. See Addendum No. 1~~
- 2.3. CONTRACTOR shall submit to the Contract Administrator an invoice on a form acceptable to COUNTY. If not otherwise specified, the CONTRACTOR may submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for Administrator or his or her designee shall certify the invoice, either in the requested amount or in such other amount as COUNTY approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.
- 2.4. CONTRACTOR shall not receive reimbursement for travel expenses unless set forth in this Agreement.

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3. TERMINATION:

- 3.1. ~~During the term of this Agreement, COUNTY may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination. See Addendum No. 1~~
- 3.2. ~~COUNTY may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If COUNTY terminates this Agreement for good cause, COUNTY may be relieved of the payment of any consideration to Contractor, and COUNTY may proceed with the work in any manner, which COUNTY deems proper. The cost to COUNTY shall be deducted from any sum due the CONTRACTOR under this Agreement.~~
See Addendum No. 1

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4. INDEMNIFICATION:

- 4.1. ~~CONTRACTOR shall indemnify, defend, and hold harmless COUNTY (hereinafter "COUNTY"), its officers, agents and employees from any claim, liability, loss injury or damage arising out of, or in connection with, performance of this Agreement by CONTRACTOR and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by the COUNTY. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the COUNTY. The CONTRACTOR shall reimburse the COUNTY for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the CONTRACTOR is obligated to indemnify, defend and hold harmless the COUNTY under this Agreement. See Addendum No. 1~~

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5. INSURANCE:

- 5.1. Evidence of Coverage:

Prior to commencement of this Agreement, the CONTRACTOR shall provide a “Certificate of Insurance” certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the CONTRACTOR upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to Natividad’s Contracts Department, unless otherwise directed. The CONTRACTOR shall not receive a “Notice to Proceed” with the work under this Agreement until it has obtained all insurance required and COUNTY has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the CONTRACTOR.

- 5.2. Qualifying Insurers: All coverage’s except surety, shall be issued by companies which hold a current policy holder’s alphabetic and financial size category rating of not less than A-VII, according to the current Best’s Key Rating Guide or a company of equal financial stability that is approved by Natividad’s Contracts Department Manager.
- 5.3. Insurance Coverage Requirements: Without limiting CONTRACTOR’s duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:
- 5.4. Commercial General Liability Insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Exemption/Modification (Justification attached; subject to approval)

- 5.5. Business Automobile Liability Insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Exemption/Modification (Justification attached; subject to approval)

- 5.6. Workers’ Compensation Insurance, If CONTRACTOR employs other in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer’s Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Exemption/Modification (Justification attached; subject to approval)

- 5.7. Professional Liability Insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California

Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a “claims-made” basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage (“tail coverage”) with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

6. Other Insurance Requirements:

- 6.1. All insurance required by this Agreement shall be with a company acceptable to COUNTY and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.
- 6.2. Each liability policy shall provide that COUNTY shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insured with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.
- 6.3. **Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional insureds with respect to liability arising out of the Contractor’s work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by COUNTY and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by CONTRACTOR’s insurance.**
- 6.4. Prior to the execution of this Agreement by COUNTY, CONTRACTOR shall file certificates of insurance with Natividad’s Contracts Department, showing that CONTRACTOR has in effect the insurance required by this Agreement. CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.
- 6.5. CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by COUNTY, annual certificates to Natividad’s Contracts Department. If the certificate is not received by the expiration date, COUNTY shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles COUNTY, at its sole discretion, to terminate the Agreement immediately.

7. RECORDS AND CONFIDENTIALITY:

- 7.1. Confidentiality: CONTRACTOR and its officers, employees, agents and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from COUNTY or prepared in connection with the performance of this Agreement, unless COUNTY specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to COUNTY any and all requests for disclosure

of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

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7.2. ~~COUNTY Records: When this Agreement expires or terminates, CONTRACTOR shall return to COUNTY any COUNTY records which CONTRACTOR used or received from COUNTY to perform services under this Agreement. See Addendum No. 1~~

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7.3. Maintenance of Records: CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.

7.4. ~~Access to and Audit of Records: COUNTY shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of COUNTY or as part of any audit of COUNTY, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement. See Addendum No. 1~~

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8. ~~Royalties and Inventions: COUNTY shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize other to do so, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of COUNTY.~~
See Addendum No. 1

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9. Non-Discrimination: During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, full comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

10. Compliance with Terms of State or Federal Grant: If this Agreement has been or will be funded with monies received by COUNTY pursuant to a contract with the state or federal government in which COUNTY is the grantee, CONTRACTOR will comply with all the provisions of said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, COUNTY will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

11. Independent Contractor: In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent CONTRACTOR and not as an employee of COUNTY. No offer or obligation of permanent employment with COUNTY or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from COUNTY any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of Contractor's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold COUNTY and the County of

Monterey harmless from any and all liability, which COUNTY may incur because of CONTRACTOR's failure to pay such taxes.

- 12. Notices: Notices required under this Agreement shall be delivered personally or by first-class, postage per-paid mail to COUNTY and CONTRACTOR's contract administrators at the addresses listed below.

NATIVIDAD MEDICAL CENTER:

Natividad Medical Center
Attn: Contracts Division
Natividad Medical Center
1441 Constitution Blvd
Salinas, CA. 93906
FAX: 831-757-2592

CONTRACTOR:

Name: Gaumard Scientific Company, Inc.
Attn: Amber Ness
Address: 14700 SW 136 St
City, State, Zip: Miami, FL 33196
FAX: 3052520755
Email: ambbern@gaumard.com

MISCELLANEOUS PROVISIONS:

- 13.1 Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.
- 13.2 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by COUNTY and the Contractor.
- 13.3 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by COUNTY and the Contractor. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 13.4 Contractor. The term "Contractor" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
- 13.5 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 13.6 Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of COUNTY. None of the services covered by this Agreement shall be subcontracted without the prior written approval of COUNTY. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 13.7 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of COUNTY and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

- 13.8 Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 13.9 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 13.10 ~~Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.~~
See Addendum No. 1
- 13.11 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 13.12 Non-exclusive Agreement. This Agreement is non-exclusive and both COUNTY and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 13.13 Construction of Agreement. COUNTY and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 13.14 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 13.15 Integration. This Agreement, including the exhibits, represents the entire Agreement between COUNTY and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations. Representations, or agreements, either written or oral, between COUNTY and CONTRACTOR as of the effective date of this Agreement, which is the date that COUNTY signs the Agreement.
- 13.16 Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.


CONTRACTOR

COUNTY

Signature Page to follow

**COUNTY OF MONTEREY, on behalf of
NATIVIDAD MEDICAL CENTER**

By: _____
Charles R. Harris, CEO Natividad

Date: _____

APPROVED AS TO LEGAL PROVISIONS

DocuSigned by:
By: Stacy Saetta
696D21D44C4341D
Monterey County Deputy County Counsel

Date: 6/3/2024 | 2:46 PM PDT

APPROVED AS TO FISCAL PROVISIONS

DocuSigned by:
By: Jennifer Forsyth
4E7E667975454AE
Monterey County Deputy Auditor/Controller

Date: 6/3/2024 | 5:07 PM PDT

CONTRACTOR

Gaumard Scientific
Contractor's Business Name*** (see instructions)

DocuSigned by:
Daphne Eggert
4DA63F77376940C
Signature of Chair, President, or Vice-President

Daphne Eggert, President
Name and Title

Date: 5/6/2024 | 10:07 AM PDT

DocuSigned by:
By: [Signature]
85011731924E7
(Signature of Secretary, Asst. Secretary, CFO, Treasurer
or Asst. Treasurer)

Peter Eggert, Senior Vice President
Name and Title

Date: 5/20/2024 | 6:11 AM PDT

*****Instructions:**

If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers (two signatures required). If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership (two signatures required). If CONTRACTOR is contracting in and individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement (one signature required).

EXHIBIT A:

ADDENDUM NO. 1

**TO AGREEMENT BY AND BETWEEN GAUMARD SCIENTIFIC, AND
THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER
TO PROVIDE TRAINING AND PREVENTATIVE MAINTENANCE TO GAUMARD
NEONATAL SIMULATOR**

This Addendum No. 1 amends, modifies, and supplements the County of Monterey Agreement for Services (hereinafter “Agreement”) by and between Gaumard Scientific Company, Inc., (hereinafter “CONTRACTOR”) and the County of Monterey, on behalf of Natividad Medical Center (hereinafter “COUNTY”). This Addendum #1 has the full force and effect as if set forth within the Terms. To the extent that any of the terms or conditions contained in this Addendum #1 may contradict or conflict with any of the terms and conditions of the Agreement, it is expressly understood and agreed that the terms and conditions of this Addendum #1 shall take precedence and supersede the attached Agreement.

NOW, THEREFORE, COUNTY and CONTRACTOR agree that the Agreement terms and conditions shall be amended, modified, and supplemented as follows:

- I. Last sentence of the paragraph titled, “TERM OF AGREEMENT” shall be amended to the following:**
COUNTY reserves the right to cancel this Agreement, or any extension of this Agreement pursuant to the provision set forth herein section 3.2 “TERMINATION” of the Service Agreement.
- II. Section 1.1, “PERFORMANCE STANDARDS” shall be amended to the following:**
CONTRACTOR warrants that CONTRACTOR and CONTRACTOR’s agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and licensed, if required, to perform the work and deliver the services required under this Agreement and are not employees of COUNTY, or immediately family of an employee of COUNTY.
- III. Section 1.2, “PERFORMANCE STANDARDS” shall be amended to the following:**
CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable all laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- IV. Section 2.2 “PAYMENT CONDITIONS” shall be amended to the following:**
Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of forty-five days (45) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County (COUNTY) and the CONTRACTOR.

- V. **Section 3.1 “TERMINATION” shall be omitted in its entirety.**
- VI. **Section 3.2, “TERMINATION” shall be amended to the following:**
COUNTY may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR “Good cause” includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. COUNTY may cancel and terminate this Agreement for good cause effectively immediately if CONTRACTOR has failed to take reasonable steps to cure a breach of this Agreement within sixty (60) days after receiving written notice describing the breach. If COUNTY terminates this Agreement for Good Cause, COUNTY may proceed with the work in any manner, which COUNTY deems proper. The cost to COUNTY shall be deducted from any sum due to CONTRACTOR for any work not yet rendered under this Agreement.
- VII. **Section 4.1, “INDEMNIFICATION” shall be amended to the following:**
CONTRACTOR shall indemnify, defend, and hold harmless COUNTY its officers, agents, and employees (hereinafter, the “Indemnified Parties”) from any claim, liability, loss, injury, or damage arising out of, or in connection with, performance of this Agreement by CONTRACTOR and/or its agents, employees, or sub-contractors ; if CONTRACTOR is adjudged by a court of competent jurisdiction to be at fault for the nonperformance, breach, or default, except only loss, injury, or damage caused by the negligence or willful misconduct of personnel employed by the COUNTY. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the COUNTY. The CONTRACTOR shall reimburse the COUNTY for all costs, attorneys’ fees, expenses, and liabilities incurred with respect to any litigation in which CONTRACTOR is obligated to indemnify, defend, and hold harmless the COUNTY under this Agreement, if CONTRACTOR is adjudged by a court of competent jurisdiction to be at fault for the nonperformance, breach, or default.
- VIII. **Section 7.2, “COUNTY Records” shall be amended to the following:**
Upon written request from COUNTY, CONTRACTOR shall return to COUNTY any COUNTY records which CONTRACTOR used or received from COUNTY to perform services under this Agreement.
- IX. **Section 7.4, “Access to and Audit of Records”, shall be amended to the following:**
COUNTY shall have the right to examine, monitor, and audit all records, and documents of the CONTRACTOR and its subcontractors as it directly relates this Agreement. Pursuant to Government Code 8546.7, if this Agreement involves the expenditure of public funds in excess or \$10,000, the parties of this Agreement may be subject, at the request of COUNTY or as part of any audit of COUNTY, to the examination and audit of the State Auditor of records that directly pertaining to this Agreement for a period of three years after final payment under the Agreement.
- X. **Section 8, “Royalties and Inventions”, shall be omitted in its entirety.**
- XI. **Section 13.10, “Time is of the Essence”, shall be omitted in its entirety.**

XII. Agreement shall include Section 13.17, “Force Majeure” provision as follows:

FORCE MAJEURE: Neither COUNTY nor CONTRACTOR shall be liable for nonperformance or defective or late performance of any of its obligations under this Agreement to the extent and for such periods of time as such nonperformance, defective performance or late performance is due to reasons outside such Party’s reasonable control (a “Force Majeure Event”), including, without limitation, acts of God, war (declared or undeclared), terrorism, action of any governmental authority, civil disturbances, riots, revolutions, vandalism, accidents, fire, floods, explosions, sabotage, nuclear incidents, lightning, weather, earthquakes, storms, sinkholes, epidemics, failure of transportation infrastructure, disruption of public utilities, supply chain interruptions, information systems interruptions or failures, breakdown of machinery or strikes (or similar nonperformance, defective performance or late performance of employees, suppliers or subcontractors); provided, however, that in any such event, each Party shall in good faith use its best efforts to perform its duties and obligations under this Agreement.

If either COUNTY or CONTRACTOR wishes to claim protection with respect to a Force Majeure Event, it shall as soon as possible following the occurrence or date of such Force Majeure Event, notify the other Party of the nature and expected duration of the force majeure event and shall thereafter keep the other Party informed until such time as it is able to perform its obligations.

Signature page to follow.

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Addendum No.1 on the basis set forth in this document and have executed this Addendum No. 1 the day and year set forth herein.


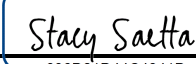


<p><u>County of Monterey, on behalf of Natividad Medical Center</u></p>	<p><u>Gaumard Scientific Company, Inc.</u></p>
<p>Charles R. Harris, CEO Natividad</p>	<p>DocuSigned by:  Signature of Chair, President or Vice-President</p>
<p>Date</p>	<p><u>Peter Eggert, SVP</u> Printed Name and Title</p>
<p><u>Approved as to Legal Provisions:</u></p>	<p>5/20/2024 6:11 AM PDT Date</p>
<p>DocuSigned by:  Monterey County Deputy County Counsel</p>	<p>DocuSigned by:  Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer</p>
<p>6/3/2024 2:46 PM PDT Date</p>	<p>Daphne Eggert, President Printed Name and Title</p>
<p><u>Approved as to Fiscal provisions:</u></p>	<p>5/6/2024 10:07 AM PDT Date</p>
<p>DocuSigned by:  Monterey County Deputy Auditor/Controller</p>	<p><u>Signature Instructions</u> For a corporation; including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers (two signatures required).</p>
<p>6/3/2024 5:07 PM PDT Date</p>	

Exhibit B: Scope of Services/ Payment Provisions

I. Description of All Services to be Rendered by CONTRACTOR:

CONTRACTOR shall provide on-site training and preventative maintenance to Gaumard's neonatal simulators.

II. CONTRACTOR Obligations:

A. CONTRACTOR shall provide on-site training on NMC campus. Training shall consist of the following:

TIME	SESSION	DESCRIPTION
.5 Hr	Introduction	<ul style="list-style-type: none"> • Unboxing and setting up your simulator • Open discussion of the goals and objectives
1 - 1.5 Hrs	Simulator Features and Capabilities	<ul style="list-style-type: none"> • Review all accessories included with your simulator • Introduce and initiate UNI/OMNI • Learning about the capabilities of your simulator • Standard operating conditions • Discuss the use of your simulator's features in order to accomplish your learning objectives
15 Minute Break		
1.5 - 2 Hrs	Head-to-toe Review	<p>This section is product dependent and feature driven. It is intended to be hands-on learning. Calibrations will also be done here.</p> <ul style="list-style-type: none"> • Active eye responses and facial features • Airway and intubation features • Auscultation sites • Blood pressure and OSAT monitoring • ECG/EKG monitor and defibrillator features • Performing and evaluating CPR • Introduction to labor/trauma/advanced ECG/mechanical ventilators
45 Minute Lunch		
2 Hrs	Engaged In-Depth Learning	<p>This session involves actively using the simulator features with all "real" equipment available. It is intended that attendees use and run the equipment with guidance of the instructor. The list below is product dependent and feature driven.</p> <ul style="list-style-type: none"> • Labor complications • Hemorrhaging wound management • Mechanical ventilators • ECG monitoring and ECG strip generation • IV fluid injection • Hypoxia modeling with PPV
15 Minute Break		
1.5 Hrs	System Features and Simulator Maintenance*	<ul style="list-style-type: none"> • Loading pre-programmed scenarios and labors and running them through with the group • Executing and making alterations to the pre-programmed scenarios • Virtual monitor features (if applicable) • Cleaning the skin and flushing fluid reservoirs • Battery charging and care
.5 Hr	Q & A	<ul style="list-style-type: none"> • Questions will be addressed and responded to • Basic troubleshooting <ul style="list-style-type: none"> » Virtual monitor connectivity » Factory resets » Simulator connectivity » Diagnostics

B. CONTRACTOR shall provide preventative maintenance and repair to neonatal simulators.

1. Preventative Maintenance details are to consist of the following:

	ADULT NON-BIRTHING	ADULT BIRTHING	PEDIATRIC
Overall Diagnostics Check	✓	✓	✓
Clean Test Repair (as necessary):			
Skin (Arms, Legs, Chest, Face Skin, Airway)	✓	✓	✓
Skin (Articulating and Breech Baby)		✓	
IV Arms (replacement at additional cost)	✓	✓	✓
OSAT Arms (replacement at additional cost)	✓	✓	✓
ECG/Defib Patches	✓	✓	✓
Birth Canal		✓	
Lung Sounds	✓	✓	✓
Heart Sounds	✓	✓	✓
Articulating Baby/Birthing Baby		✓	
Bowel Sounds	✓		✓
Speech Sounds	✓	✓	✓
Throat Sounds	✓	✓	✓
Korotkoff Sounds	✓	✓	✓
Streaming Voice Microphone	✓	✓	✓
Umbilical Cord Plug			✓
Head Connection (Breech Baby)		✓	
Emergency Release Hole (Articulating Baby)		✓	
Delivery Motor		✓	
Rotation Motor		✓	
Battery	✓	✓	✓
Software Updates:			
UNI® Software	✓	✓	✓
Gaumard Vitals™	✓	✓	✓

III. Pricing/Fees:

A. Cost Breakdown:

Description	Cost
Training service and installation for Super Tory advanced neonatal simulator:	\$2,500.
Preventative Maintenance	\$8,595
Total Agreement amount shall not exceed the sum of \$11,095.	

- B. CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.
- C. 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.
- D. 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.
- E. No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COUNTY.