

Natividad MEDICAL CENTER
County of Monterey Agreement for Services
(Not to Exceed \$100,000)

This Agreement (hereinafter "Agreement") is made by and between the County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center, an acute care hospital (hereinafter, "NMC"), and Landauer, Inc. hereinafter "CONTRACTOR (collectively, the 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; NMC hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in Exhibit A in conformity with the terms of the Agreement. The services are generally described as follows:
Radiation Dosimetry Services

PAYMENTS BY NMC; NMC shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A, subject to the limitations set forth in this Agreement. The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$75,000.

TERM OF AGREEMENT; the term of this Agreement is from July 1, 2021 through June 30, 2024 unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and NMC and with NMC signing last and CONTRACTOR may not commence work before NMC signs this Agreement.

~~NMC 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.~~ *BM 5/3/2022*

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

Addendum No. 1

Exhibit A: Scope of Services/Payment Provisions

Exhibit B: Justification for Auto Insurance Exemption

Exhibit C: Additional Provisions

Exhibit D: Service Specific Terms

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 NMC, or immediate family of an employee of NMC.~~ *BM 5/3/2022*
- 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.
- 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.

Agreement
Landauer, Inc.
Radiation Dosimetry Services

CONTRACTOR shall not use NMC 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. NMC (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 (NMC) and the CONTRACTOR.
- 2.3. ~~CONTRACTOR shall submit to the Contract Administrator an invoice on a form acceptable to NMC. 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 NMC 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.~~ *BM 5/3/2022*
- 2.4. CONTRACTOR shall not receive reimbursement for travel expenses unless set forth in this Agreement.

3. TERMINATION: *BM 5/3/2022*

- 3.1. ~~During the term of this Agreement, NMC 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.~~
- 3.2. ~~NMC 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 NMC terminates this Agreement for good cause, NMC may be relieved of the payment of any consideration to Contractor, and NMC may proceed with the work in any manner, which NMC deems proper. The cost to NMC shall be deducted from any sum due the CONTRACTOR under this Agreement.~~ *BM 5/3/2022*

4. INDEMNIFICATION:

- 4.1. ~~CONTRACTOR shall indemnify, defend, and hold harmless NMC (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.~~

BM 5/3/2022

5. INSURANCE:

5.1. Evidence of Coverage:

BM 5/3/2022

~~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 NMC's Contracts/Purchasing 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 NMC has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.~~

BM 5/3/2022

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 NMC's Contracts/Purchasing Director.~~

BM 5/3/2022

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.~~

BM 5/3/2022

(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.~~

BM 5/3/2022

(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.~~

BM 5/3/2022

(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)

6. Other Insurance Requirements:

- 6.1. ~~All insurance required by this Agreement shall be with a company acceptable to NMC 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.~~

BM 5/3/2022

- 6.2. Each liability policy shall provide that NMC 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 the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the Contractor's insurance.~~

BM 5/3/2022

- 6.4. ~~Prior to the execution of this Agreement by NMC, CONTRACTOR shall file certificates of insurance with NMC's Contracts/Purchasing Department, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The 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.~~

BM 5/3/2022

- 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 NMC, annual certificates to NMC's Contracts/Purchasing Department. If the certificate is not received by the expiration date, NMC 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 NMC, at its sole discretion, to terminate the Agreement immediately.~~

BM 5/3/2022

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 NMC or prepared in connection with the performance of this Agreement, unless NMC specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to NMC 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.~~

BM 5/3/2022

- 7.2. ~~NMC Records. When this Agreement expires or terminates, CONTRACTOR shall return to NMC any NMC records which CONTRACTOR used or received from NMC to perform services under this Agreement.~~

BM 5/3/2022

- 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.~~

BM 5/3/2022

- 7.4. Access to and Audit of Records: ~~NMC 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 NMC or as part of any audit of NMC, 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.~~

BM 5/3/2022

8. Royalties and Inventions: ~~NMC shall have a royalty free, exclusive and irrevocable license to reproduce, publish, and use, and authorize other to do so, all original computer programs, 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 NMC.~~

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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 NMC pursuant to a contract with the state or federal government in which NMC 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, NMC will deliver a copy of said contract to Contractor, at no cost to Contractor.~~ **BM 5/3/2022**

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 NMC. No offer or obligation of permanent employment with NMC 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 NMC 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 NMC and the County of Monterey harmless from any and all liability, which NMC 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 prepaid mail to NMC 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: Landauer, Inc.
Attn: Kevin Bradley
Address: 2 Science Road
City, State, Zip: Glenwood, IL 60425
FAX: _____
Email: kbradley@landauer.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 NMC and the Contractor.
- 13.3 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by NMC 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 NMC. None of the services covered by this Agreement shall be subcontracted without the prior written approval of NMC. 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 NMC 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.
- 13.11 ~~Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.~~ *BM 5/3/2022*
- 13.12 Non-exclusive Agreement. This Agreement is non-exclusive and both NMC and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 13.13 Construction of Agreement. NMC 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 NMC 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 NMC and CONTRACTOR as of the effective date of this Agreement, which is the date that NMC 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.

Signature Page to follow

COUNTY OF MONTEREY, on behalf of
NATIVIDAD MEDICAL CENTER

By: _____
Charles R. Harris, CEO

Date: _____

APPROVED AS TO LEGAL PROVISIONS

By:  _____
Monterey County Deputy County Counsel

Date: Chief Deputy County Counsel, 5/18/2022

APPROVED AS TO FISCAL PROVISIONS

By:  _____
Monterey County Deputy Auditor/Controller

Date: 5/18/2022

CONTRACTOR

Landauer, Inc.

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




Signature of Chair, President, or Vice-President

Bernard Morris

Name and Title

Date: 5/3/2022

By:  _____
(Signature of Secretary, Asst. Secretary, CFO, Treasurer
or Asst. Treasurer)

Vijay Kathirkamathasan, CFO

Name and Title

Date: 05/09/2022

*****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 an individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement (one signature required).

ADDENDUM NO. 1

TO AGREEMENT BY AND BETWEEN LANDAUER, INC., AND THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER FOR RADIATION DOSIMETRY SERVICES

This Addendum No. 1 amends, modifies, and supplements the County of Monterey Agreement for Services (hereinafter "Agreement") by and between Landauer, Inc., (hereinafter "CONTRACTOR") and the County of Monterey, on behalf of Natividad Medical Center (hereinafter "NMC"). 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, NMC and CONTRACTOR agree that the Agreement terms and conditions shall be amended, modified, and supplemented as follows:

- I. The 2nd Paragraph titled, "TERM OF AGREEMENT", shall be amended to:**
NMC reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, forty-five (45) written notice, or with cause immediately subsequent to a thirty (30) day cure period.
- II. Paragraph 1.1, "PERFORMANCE STANDARDS", shall be amended to:**
1.1. CONTRACTOR warrants that CONTRACTOR and Contractor's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and to the extent applicable appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of NMC, or immediate family of an employee of NMC.
- III. Paragraph 2.3, "PAYMENT CONDITIONS", shall be amended to:**
2.3. CONTRACTOR shall submit to the Contract Administrator an invoice on a form reasonably acceptable to NMC. 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 and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified by NMC within 30 days of receiving an invoice.
- IV. Paragraph 3.1, "TERMINATION", shall be amended to:**
3.1. During the term of this Agreement, NMC may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least forty-five (45) 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.

V. Paragraph 3.2, "TERMINATION", shall be amended to:

3.2. NMC may cancel and terminate this Agreement for good cause effective immediately subsequent to a thirty (30) day cure period, 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 NMC terminates this Agreement for good cause, NMC may be relieved of the payment of any consideration to Contractor, and NMC may proceed with the work in any manner, which NMC deems proper.

VI. Paragraph 4.1, "INDEMNIFICATION", shall be amended to:

4.1. CONTRACTOR shall indemnify, defend, and hold harmless NMC (hereinafter "County"), its officers, agents and employees from any third-party 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. 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.

VII. Paragraph 5.1, "INSURANCE", shall be amended to:

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 NMC's Contracts/Purchasing 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 NMC has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

VIII. Paragraph 5.2, "INSURANCE", shall be amended to:

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.

IX. Paragraph 5.5 "INSURANCE", shall be omitted in its entirety.

X. Paragraph 5.6 "INSURANCE", shall be amended to:

5.6. Workers' Compensation Insurance, If CONTRACTOR employs other in the performance of this Agreement, in accordance with California Labor Code section 3700

XI. Paragraph 5.7 "INSURANCE", shall be omitted in its entirety.

XII. Paragraph 6.1 “Other Insurance Requirements”, shall be amended to:

6.1. All insurance required by this Agreement shall be 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.

XIII. Paragraph 6.3 “Other Insurance Requirements”, shall be amended to:

6.3. Commercial general liability policy 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 the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the Contractor’s insurance.

XIV. Paragraph 6.4 “Other Insurance Requirements”, shall be amended to:

6.4 The 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.

XV. Paragraph 6.5 “Other Insurance Requirements”, shall be amended to:

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, upon NMC’s request, send annual certificates to NMC’s Contracts/Purchasing Department. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles NMC, at its sole discretion, to terminate the Agreement immediately.

XVI. Paragraph 7.1 “RECORDS AND CONFIDENTIALITY”, shall be amended to:

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 NMC or prepared in connection with the performance of this Agreement, unless NMC specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to NMC 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 or as may be set forth herein.

XVII. Paragraph 7.2 “RECORDS AND CONFIDENTIALITY”, shall be amended to:

7.2 NMC Records: When this Agreement expires or terminates, CONTRACTOR shall return to NMC any NMC records which CONTRACTOR used or received from NMC to perform services under this Agreement. Notwithstanding the foregoing, CONTRACTOR shall keep a copy of NMC records to the extent required by applicable laws and/or regulations.

XVIII. Paragraph 7.3 “RECORDS AND CONFIDENTIALITY”, shall be amended to:

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, or such period of time as mandated by law 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.

XIX. Paragraph 7.4 “RECORDS AND CONFIDENTIALITY”, shall be amended to:

7.4. Access to Records: NMC shall have the right to review all financial records, documents, conditions, and activities of the CONTRACTOR related to services provided under this Agreement. Any such NMC audit shall be done no more than once per calendar year, unless otherwise required by law, and shall be conducted at such time and place as mutually agreed upon by the parties 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 NMC or as part of any audit of NMC, 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.

XX. Paragraph 8 “ROYALTIES AND INVENTIONS”, shall be amended to:

8. Royalties and Inventions: NMC shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize other to do so, all records and reports produced by CONTRACTOR as part of its provision of services under this Agreement.

XXI. Paragraph 10 “Compliance with Terms of State or Federal Grant” shall be amended to:

10. Compliance with Terms of State or Federal Grant: If this Agreement has been or will be funded with monies received by NMC pursuant to a contract with the state or federal government in which NMC 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. NMC will deliver a copy of said contract to Contractor, at no cost to Contractor, and shall attach any such provisions that by their nature “flow-down” to CONTRACTOR to this Agreement.

XXII. Paragraph 13.11 “MISCELLANEOUS PROVISIONS” shall be amended to:

13.11 Governing Law. The parties agree to remain silent with regard to Governing Law.

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.





<u>COUNTY OF MONTEREY, on behalf of NATIVIDAD MEDICAL CENTER</u>	<u>Landauer, Inc.</u>
	
	Signature of Chair, President or Vice-President
Charles R. Harris, CEO	Bernard Morris, VP Global Sales & Service
	Printed Name and Title
Date	5/3/2022
	Date
<u>Approved as to Legal Provisions:</u>	
	Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer
Monterey County Deputy County Counsel	Vijay Kathirkamathasan, CFO
Chief Deputy County Counsel, 5/18/2022	
Date	Printed Name and Title
	05/09/2022
<u>Approved as to Fiscal provisions:</u>	Date
	<u>Signature Instructions</u>
Monterey County Chief-Deputy Auditor- Controller	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).
5/18/2022	
Date	

EXHIBIT A: Scope of Services/ Payment Provisions

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

Landauer, Inc. ("CONTRACTOR") shall provide NMC with Radiation Dosimetry Services ("Services") to include automatic exchange out of dosimeters each wear period, processing and analysis of dosimeters, archival storage of exposure results, standard radiation dosimetry reports, with data management, customer service and technical support programs.

II. **CONTRACTOR Obligations:**

CONTRACTOR shall provide NMC with the following:

A. **Basic Service:**

1. **Standard Reports:** Reports cover each wear period and include cumulative totals, personal data and identification, explanatory information, and other pertinent data useful in the management of a dosimetry program. These reports comply with NRC (Nuclear Regulatory Commission), OSHA (Occupational Safety and Health Administration), and DOE (Department of Energy) regulations. Other reporting formats (disk, electronic, etc.) are available in addition to the standard letter size paper format.
2. **Notification of Exposure:** Landauer, via MyLDR.com, shall provide NMC the functionality to set the exposure limit notifications.
3. **Control Dosimeters:** A control dosimeter is included at no charge in each shipment to record in-transit and storage exposure. You can elect to have Landauer automatically subtract a calculated average background exposure from the dosimeters in your shipment when a valid control dosimeter is not available.
4. **Exchange Frequencies:** You can elect to exchange your dosimeters with Landauer either monthly, bimonthly (once every two months), or quarterly. Shorter exchange periods such as weekly, biweekly (once every two weeks), and other shipping frequencies can be requested.
5. **Website Support:** Customer support section of the web site has secure data encryption with full and limited log-in access levels with the following interactive services available:
 - Track shipments outbound from Landauer
 - View and print your latest dosimetry reports
 - Account maintenance on-line.

B. Additional Services and Fees per current pricing schedule:

1. **Additional Dosimeters.**
2. **Absentee Reporting Service**
3. **Department Groupings (Series)**
4. **Duplicate Copies**
5. **Emergency Processing)**
6. **Compliance – Individual Reporting Requirements**
 - i. **Equivalent Form 4**
 - ii. **Equivalent Form 5**
7. **Termination Report Service** **Exposure Management Services**
 - i. **Annual Statistical Summary**
 - ii. **ESTimate®**
 - iii. **Fetal Monitor Service**
 - iv. **Multiple Employer Total Exposure Report (METER™)**
 - v. **REIRS and REMIT Reporting**
8. **ALARA Compliance: Personalized ALARA Memos**
 - i. **ALARA Detailed Recaps**
9. **Report Management Services**
 - i. **Reports on CD-ROM**
 - ii. **Equivalent Form 5 and Termination Reports**
10. **Other Products to Help Alleviate Your Work Load**
 - i. **Badge Boards**

C. Additional Terms and Conditions

1. **Minimum Order Period:** Monthly, bimonthly (once every two months), or quarterly exchange service rates have a one-year minimum order period. Shorter order periods may be arranged at higher service rates.

2. **Shipment:** All routine shipments from Landauer, Inc. to our customers are via first class mail. For clients that do not pay department grouping fees, shipping and handling charges based upon account complexity may apply. A request for overnight delivery will incur a minimum fee of \$25 per package for handling and shipping. The client pays return shipment fees.
3. **Lost or Damaged Dosimeters:** All dosimetry service dosimeters remain the property of Landauer, Inc. A dosimeter (including a control dosimeter) is considered lost if it is not returned to Landauer within 90 days after the end wear date. The replacement fee for a lost or damaged Luxel dosimeter is per the current pricing schedule.
 - If a lost dosimeter is found and returned to Landauer in good condition:
 - 90 days or less after the end wear date, the replacement fee is credited;
 - more than 90 days after the end wear date, the replacement fee is not credited.

III. Pricing/Fees:

- 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.
- 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.
- Dosimeter Service for monitoring Radiation exposure. The line items listed below is an itemized break down of the services and charges NMC's account #168612. The various badges will be collected by NMC and sent to CONTRACTOR throughout the term of the Contract. CONTRACTOR shall analyze these badges to detect and measure Radiation exposure.

FY 2021-2022 Dosimeter Service for monitoring Radiation exposure

Article	Article Description	Unit Price	Estimated Annual Units	Estimated Annual Fees
00100-1MO	Luxel+ Service: Pa, 1MO	\$ 2.55	12	\$ 30.60
00100-3MO	Luxel+ Service: Pa, 3MO	\$ 7.40	608	\$ 4,499.20
01030-000	Luxel unreturned dosimeter fee**	\$ 9.25	616	\$ 5,698.00
01102-000	Participant setup fee	\$ -		\$ 0.00 -
01106-000	Additional dosimeter fee	\$ 11.70		\$
01112-000	Sort & Pack Fee, Single Ship Site	\$ 9.30	16	\$ 148.80
01400-1MO	TLD Service: S, 1MO	\$ 6.35	12	\$ 76.20
01400-3MO	TLD Service: S, 3MO	\$ 9.40	608	\$ 5,715.20
01430-000	TLD S unreturned dosimeter fee**	\$ 9.25	616	\$ 5,698.00
02051-000	Dosimetry Report copy same site	\$ 0.00	154	\$ 0.00
				\$21,857.00

FY 2022-2023 Dosimeter Service for monitoring Radiation exposure

Article	Article Description	Unit Price	Estimated Annual Units	Estimated Annual Fees
00100-1MO	Luxel+ Service: Pa, 1MO	\$ 2.75	12	\$ 33.00
00100-3MO	Luxel+ Service: Pa, 3MO	\$ 7.85	608	\$ 4,772.80
01030-000	Luxel unreturned dosimeter fee**	\$ 9.85	616	\$ 6,067.60
01102-000	Participant setup fee	\$ -		\$ 0.00 -
01106-000	Additional dosimeter fee	\$ 12.40		\$
01112-000	Sort & Pack Fee, Single Ship Site	\$ 9.90	16	\$ 158.40
01400-1MO	TLD Service: S, 1MO	\$ 6.75	12	\$ 81.00
01400-3MO	TLD Service: S, 3MO	\$ 10.00	608	\$ 6,080.00
01430-000	TLD S unreturned dosimeter fee**	\$ 9.85	616	\$ 6,067.60
02051-000	Dosimetry Report copy same site	\$ 0.00	154	\$ 0.00
				\$23,260.40

FY 2023-2024 Dosimeter Service for monitoring Radiation exposure

Article	Article Description	Unit Price	Estimated Annual Units	Estimated Annual Fees
00100-1MO	Luxel+ Service: Pa, 1MO	\$ 2.85	12	\$ 34.20
00100-3MO	Luxel+ Service: Pa, 3MO	\$ 8.10	608	\$ 4,924.80
01030-000	Luxel unreturned dosimeter fee**	\$ 10.15	616	\$ 6,252.40
01102-000	Participant setup fee	\$ -		\$ 0.00 -
01106-000	Additional dosimeter fee	\$ 12.75		\$
01112-000	Sort & Pack Fee, Single Ship Site	\$ 10.20	16	\$ 163.20
01400-1MO	TLD Service: S, 1MO	\$ 6.95	12	\$ 83.40
01400-3MO	TLD Service: S, 3MO	\$ 10.30	608	\$ 6,171.20
01430-000	TLD S unreturned dosimeter fee**	\$ 10.15	616	\$ 6,252.40
02051-000	Dosimetry Report copy same site	\$ 0.00	154	\$ 0.00
				\$23,881.60

EXHIBIT B: INSURANCE MODIFICATION JUSTIFICATION

Vendor/Contractor Name: Landauer, Inc.

Services Description: Radiation Dosimetry Services

Business Automobile Liability Insurance Requirements

Automobile Insurance requirements are waived for CONTRACTOR as CONTRACTOR does not drive while providing services as per this Agreement. In the event that there is a change to the Scope of Services which would cause CONTRACTOR to drive in order to provide services, this exemption shall be removed.

**EXHIBIT C:
ADDITIONAL PROVISIONS**

**TO AGREEMENT BY AND BETWEEN LANDAUER, INC., AND
THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER
FOR RADIATION DOSIMETRY SERVICES**

I. Paragraph 13.17 shall be added to the Agreement under “MISCELLANEOUS PROVISIONS”.

13.17 Force Majeure. CONTRACTOR shall not be liable or responsible to NMC, nor be deemed to have breached this Agreement, for its failure to perform or for delay in the performance of its obligations under this Agreement to the extent that such failure or delay results from causes beyond its reasonable control, including, without limitation, acts of God; fires; explosions; national emergency; wars or other criminal or terrorist acts or hostilities; insurrections; revolutions; earthquakes; floods; epidemics, pandemics or quarantine restrictions; unforeseeable governmental restrictions or controls; network connectivity interruptions, latency, or outages; lockouts, strikes, or other labor disputes (whether or not relating to either Party’s workforce); unavailability of qualified personnel, services or materials; or transportation embargoes or interruptions.

EXHIBIT D: SERVICE SPECIFIC TERMS

A. Service Specific Terms.

1. NMC agrees that CONTRACTOR is not responsible for any training, supervision, monitoring, or regulation of the individuals who use or have access to the Services (the “Participants”). It is NMC’s sole obligation to train, supervise, monitor, and regulate the Participants to ensure: (1) their proper use of the Services and compliance with this Agreement, (2) their proper handling and security of the Confidential Information maintained in the Services, and (3) that each Participant’s exposure to radiation is within acceptable limits, as prescribed by NMC and/or the applicable regulations and standards. CONTRACTOR expressly disclaims any and all responsibility, and NMC acknowledges it is solely responsible, for the following: (1) any and all actions by the Participants in connection with the Services, including the consequences of any breach of security, (2) each Participant’s compliance with this Agreement, (3) the content and data transmitted to or from the Services by NMC, (4) detecting any instances of a Participant’s overexposure to radiation and taking any action needed, and (5) the monitoring or interpreting of reports, results, data, or any other information derived from or transmitted based on the Services.
2. In no event shall CONTRACTOR provide any professional medical judgment to NMC or any Participant. NMC acknowledges and agrees that the Services are not intended to provide or serve as a substitute for professional medical judgment, and that CONTRACTOR shall have no liability arising out of any failure to exercise such professional judgment. NMC acknowledges and agrees that CONTRACTOR is in no way responsible for NMC’s use of any medical or similar information contained in or used in connection with the Services, and NMC and Participants, as applicable, should verify the completeness of the information provided whenever necessary for monitoring or regulating the facilities and Participants subject to the Services. To the extent NMC uses the Services in connection with any monitoring of the health and welfare of NMC’s patients, employees, agents, CONTRACTORs, or other representatives, NMC agrees to accept any and all responsibility in connection therewith, including responsibility for any injury, damage, and/or loss related to such health and welfare, irrespective of whether such injury, damage, and/or loss was, or could have been, discovered by CONTRACTOR. As between NMC and CONTRACTOR, NMC shall be solely responsible and liable for the dosimetry interpretations, and treatment and care of NMC and the Participants, including all responsibility for personal or psychological injury or loss of life.
3. CONTRACTOR shall process personally identifiable information relating to dose for the Participants (“Radiation Dose Information”) only as necessary for the purposes of performing the Services under this Agreement on behalf of NMC. CONTRACTOR shall not sell any Radiation Dose Information received from NMC or, unless otherwise required by applicable law, retain, use, or disclose the Radiation Dose Information provided by or collected on behalf of NMC for any purpose other than for the purpose of performing the Services and as permitted by the license described herein. With respect to any Radiation Dose Information, NMC hereby grants to CONTRACTOR (including those individuals CONTRACTOR uses in the performance of its obligations under this Agreement) the right and a perpetual, worldwide, royalty-free, license, in accordance with applicable laws, (i) to collect, modify, process and create derivative works from Radiation Dose Information; (ii) to review Radiation Dose Information for Services and for product improvement purposes, including to investigate or address any issue or complaint concerning such Radiation Dose Information; (iii) to collect and process such Radiation Dose Information to create aggregate, de-identified data (“Derived Data”); (iv) to post, store, use, distribute, or share such Derived Data for lawful

business purposes and to transmit such Derived Data to NMC and others in connection with Services and for lawful business purposes, including for product and service development and improvement services, quality improvement purposes, and data analytical purposes; (v) to create anonymized compilations and statistical analyses; and (vi) to promote standardization and promulgate best practices, including by compiling anonymized shared libraries based on Radiation Dose Information; and (vii) as required by law or regulation. CONTRACTOR shall not be responsible for any loss, unavailability, inaccuracy, or corruption of any Radiation Dose Information, unless caused directly by CONTRACTOR. NMC agrees to provide Radiation Dose Information only in accordance with applicable law, and NMC represents that NMC has obtained all necessary rights and consents for the publication, use, storage, and transmittal of such Radiation Dose Information.

4. CONTRACTOR warrants for the Term of this Agreement that the Services shall be performed in a competent manner consistent with standard industry practices for similar services. EXCEPT AS PROVIDED IN THIS SECTION, CONTRACTOR MAKES NO OTHER WARRANTY, AND DISCLAIMS (AND NMC WAIVES) ANY OTHER EXPRESS OR IMPLIED WARRANTY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT TO THE EXTENT PERMITTED BY APPLICABLE LAW. CONTRACTOR DOES NOT WARRANT ACCESS TO THE data or Services WILL BE UNINTERRUPTED, VIRUS-FREE, WITHOUT DEFECTS, OR ERROR-FREE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY CONTRACTOR, ITS AGENTS, OR EMPLOYEES SHALL CREATE A WARRANTY. IN THE EVENT OF ANY SUCH INTERRUPTION, VIRUS, DEFECT, OR OTHER ERROR, NMC'S SOLE AND EXCLUSIVE REMEDY SHALL BE CONTRACTOR'S PROVISION OF COMMERCIALY REASONABLE EFFORTS TO RESOLVE THAT INTERRUPTION, VIRUS, DEFECT, OR OTHER ERROR.
5. NMC warrants that it owns or otherwise has and will have the necessary rights and consents in and relating to the Radiation Dose Data so that, as received by CONTRACTOR and processed in accordance with this Agreement, it does not violate any privacy or other rights of any third party or violate any applicable Law.
6. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT (INCLUDING ANY ATTACHMENTS HERETO), AND TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR OTHER SPECIAL DAMAGES (WHETHER FORESEEABLE OR NOT ON THE EFFECTIVE DATE), INCLUDING WITHOUT LIMITATION DAMAGE FOR LOSS OF PROFITS, LOSS, DAMAGE, CORRUPTION OR RECOVERY OF DATA OR COST OF PROCUREMENT OF GOODS, IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION OR DELAY OF THE SERVICES, HOWEVER IT ARISES, WHETHER FOR BREACH OF CONTRACT OR IN TORT, EVEN IF THE PARTY AGAINST WHOM THE LIABILITY IS SOUGHT TO BE IMPOSED HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSS. WITH THE EXCEPTION OF CONTRACTOR'S BREACH OF CONFIDENTIALITY, GROSS NEGLIGENCE OR WILFUL MISCONDUCT, TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR'S AND ITS AGENTS', EMPLOYEES', DIRECTORS', OFFICERS', AND AFFILIATES' MAXIMUM AGGREGATE LIABILITY HEREUNDER SHALL NOT EXCEED THE AMOUNTS ACTUALLY PAID TO CONTRACTOR FROM NMC FOR THE SERVICES GIVING RISE TO SUCH LIABILITY, BUT IN NO EVENT EXCEEDING THE FEES PAID DURING THE TWENTY FOUR (24) MONTHS IMMEDIATELY PRECEDING THE TIME THE CLAIM WAS MADE. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT, AND REGARDLESS OF THE THEORY OF LIABILITY.