

COUNTY OF MONTEREY STANDARD AGREEMENT

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:

LongView International Technology Solutions, Inc. dba LTS, Inc.

(hereinafter "CONTRACTOR").

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

1.0 GENERAL DESCRIPTION:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services to be provided are generally described as follows:

Fully automated self-service healthcare kiosks, designed to provide direct and discrete access to a full range of diagnostic tests and health products as directed by COUNTY. (Narcan dispensary.)

2.0 PAYMENT PROVISIONS:

2.1 County 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 County to CONTRACTOR under this Agreement shall not exceed the sum of: **\$ 106,950**

3.0

TERM OF AGREEMENT:

3.01 The term of this Agreement is from Upon Execution to October 31, 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.**

3.02 The 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.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

Exhibit B Other: Price List

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5.0 PERFORMANCE STANDARDS:

- 5.01 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 the County, or immediate family of an employee of the County.
- 5.02 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.
- 5.03 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.

6.0 PAYMENT CONDITIONS:

- 6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.02 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 and the CONTRACTOR.
- 6.03 Invoice amounts shall be billed directly to the ordering department.
- 6.04 CONTRACTOR shall 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 the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the 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.
- 6.05 The Parties agree that CONTRACTOR and its subcontractors shall be reimbursed for mileage based upon the Internal Revenue Service (IRS) standard business mileage rate at the time of travel.

7.0 TERMINATION:

- 7.01 During the term of this Agreement, the 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.

7.02 The 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, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION:

~~CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.~~

9.0 INSURANCE REQUIREMENTS:

9.01 **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 the County'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 the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 **Qualifying Insurers:** All coverages, 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 A.M. Best's Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Agent.

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- 9.03 **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:

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, and \$2,000,000 in the aggregate.

(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.)

Auto Liability Coverage: must include motor vehicles, including scheduled, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(Note: any proposed modifications to these auto 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.)

Workers' Compensation Insurance: if CONTRACTOR employs others 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 workers' compensation 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.)

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.

(Note: Professional liability insurance coverage is required if the contractor is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional Contractors, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.)

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

9.04 Other Requirements:

All insurance required by this Agreement shall be with a company acceptable to the 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.

Each liability policy shall provide that the 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 insureds 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.

Additional Insured Status:

The County of Monterey, its officers, officials, employees, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage:

For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Waiver of Subrogation:

CONTRACTOR hereby grants to County a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the County by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, 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. CONTRACTOR shall always 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 County's Contract Administrator and County's Contracts/Purchasing Division. 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 this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY:

- 10.1 **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 the 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.
- 10.2 **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.
- 10.3 **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.
- 10.4 **Access to and Audit of Records:** The 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 the County or as part of any audit of the County,

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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.

~~10.5 **Royalties and Inventions:** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others 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 County.~~

11.0 NON-DISCRIMINATION:

11.1 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), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), 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, fully 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.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under 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.

13.0 COMPLIANCE WITH APPLICABLE LAWS:

13.1 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices require by law in the performance of the Services.

13.2 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

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13.3 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

14.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or 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 harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

15.0 NOTICES:

~~Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:~~

| FOR COUNTY: | FOR CONTRACTOR: |
|---|--|
| Shiba Sumeshwar, Management Analyst III | Anthony D. Rush, Director of Contracts |
| Name and Title | Name and Title |
| 1270 Natividad Rd., Salinas, Ca. 93906 | 12930 Worldgate Dr., Ste. 300, Herndon ,VA 20170 |
| Address | Address |
| 831.755.4018 | 571.364.9973 - arush@lts.com |
| Phone: | Phone: |

16.0 MISCELLANEOUS PROVISIONS.

16.01 **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 services required to be rendered under this Agreement.

16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

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16.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the 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.

16.04 **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.

16.05 **Disputes:** ~~CONTRACTOR shall continue to perform under this Agreement during any dispute.~~

16.06 **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 the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

16.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the 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.

16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

16.09 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.

16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.

16.11 **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.

16.12 **Construction of Agreement:** The 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.

16.13 **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.

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DS
BV
Contractor
DW
County

16.14 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

16.15 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the 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 the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.

16.16 **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.

17.0 **CONSENT TO USE OF ELECTRONIC SIGNATURES.**

17.1 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et. seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.2 **Counterparts.**

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

17.3 **Form: Delivery by E-Mail or Facsimile.**

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

18.0 SIGNATURE PAGE.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY**CONTRACTOR**

By: DocuSigned by:
Debra Wilson Debra Wilson
 Contracts & Purchasing Officer
 Date: 12/13/2024 | 7:03 AM PST
 By: Contracts & Purchasing Officer
Department Head (if applicable)
 Date: _____

Approved as to Form
 Office of the County Counsel¹
 Susan K. Blitch, County Counsel

By: DocuSigned by:
Stacy Saetta Stacy Saetta
 County Counsel
 Chief Deputy County Counsel
 Date: 10/21/2024 | 4:00 PM PDT

Approved as to Fiscal Provisions

By: DocuSigned by:
Patricia Ruiz Patricia Ruiz
 Auditor/Controller
 Auditor Controller Analyst I
 Date: 10/22/2024 | 8:05 AM PDT

Approved as to Liability Provisions
 Office of the County Counsel-Risk Management

By: _____
 David Bolton, Risk Manager
 Date: _____

LongView International Technology Solutions, Inc. dba |

Contractor/Business Name *

By: DocuSigned by:
Bekim Veseli
 (Signature of Chair, President, or Vice-President)
Bekim Veseli CEO
 Name and Title
 Date: 10/11/2024 | 11:39 AM PDT

By: DocuSigned by:
Dave Logan
 (Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)
Dave Logan Chief Financial officer
 Name and Title
 Date: 10/15/2024 | 5:28 PM EDT

County Board of Supervisors' Agreement No. _____ approved on _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal 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. 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 or Amendment to said Agreement.

¹ Approval by County Counsel is required

² Approval by Auditor-Controller is required

³ Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9

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ADDENDUM NO. 1

TO AGREEMENT BY AND BETWEEN COUNTY OF MONTEREY AND LONGVIEW INTERNATIONAL TECHNOLOGY SOLUTIONS, INC.

This Addendum No. 1 amends, modifies, and supplements the County of Monterey Agreement by and between the **COUNTY OF MONTEREY**, a political subdivision of the State of California (hereinafter “County”) and **LONGVIEW INTERNATIONAL TECHNOLOGY SOLUTIONS, INC.** (hereinafter “CONTRACTOR”). This Addendum No. 1 has the full force and effect as if set forth within the Agreement and is incorporated by reference and made a part of the Agreement. Notwithstanding the provision of Section 16.16 of the Agreement, to the extent that any of the terms or conditions contained in this Addendum No. 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 No. 1 shall take precedence and supersede the Agreement.

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

1. **Section 8.0. Section 8.0, INDEMNIFICATION, of the Agreement shall be amended and restated as follows:**

“8.0. INDEMNIFICATION; LIMITATION ON LIABILITY:

8.01. Indemnification

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys’ fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR’s performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. CONTRACTOR’s performance” includes CONTRACTOR’s action or inaction and the action or inaction of CONTRACTOR’s officers, employees, agents and subcontractors.

8.02. Limitation on Liability

Except for the indemnity obligations under this agreement, either party’s infringement of the other party’s intellectual property rights, and for breach of

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section 10.1 (Confidentiality), and breach of section 16.18 (Data Rights) (a) neither party shall be liable to the other party or to any third party for any incidental, consequential, or punitive damages arising out of or related to this agreement, even if the party has been advised of the possibility of such damages, and (b) each party's aggregate liability to the other party for all damages, losses, and causes of action (whether in contract, tort (including negligence), or otherwise) shall not exceed the greater of \$100,000 or two (2) times the total fees paid hereunder by licensee during the twelve months preceding the initial event giving rise to such liability.

2. **Section 15.0. Section 15.0, NOTICES, of the Agreement shall be amended and restated as follows:**

15.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage prepaid Mail, or by email to the County and CONTRACTOR'S contract administrators at the addresses listed below:

3. **Section 16.0. Section 16.0, MISCELLANEOUS PROVISIONS, of the Agreement shall be amended and restated as follows:**

"16.0. MISCELLANEOUS PROVISIONS:

16.05. Disputes

Disputes: CONTRACTOR shall continue to perform under this Agreement during any dispute. CONTRACTOR and COUNTY shall exercise their best efforts to settle all disputes arising under this Agreement by mutual agreement. Initially, dispute resolution efforts should be resolved by each party's executive team member representative. If an executive team member representative is unable to resolve the dispute, the Monterey County Health Department Director of Health Services and CONTRACTOR's chief executive officer shall intervene in an attempt to resolve the dispute. If resolution of the dispute cannot be reached within 60 days' written notice to the other party of the dispute, COUNTY and CONTRACTOR may exercise any legal remedies available under the law.

16.17. COUNTY Restrictions

16.17.1 COUNTY shall not sell, resell, transfer, lease, license or distribute in any way to any third party any of the components

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of the CONTRACTOR'S system without obtaining prior written consent of CONTRACTOR.

16.17.2 COUNTY shall not change the location or connection to any of the CONTRACTOR'S kiosk from where it is first installed without providing at least thirty (30) days advance written notice to CONTRACTOR.

16.17.3 Prohibition of Reverse Engineering. Any intellectual property not specifically granted in this Agreement are reserved by CONTRACTOR and COUNTY shall not use the CONTRACTOR'S kiosk, system, documentation, nor any part or component thereof, except as expressly permitted herein. COUNTY shall not permit others to reverse engineer, translate, reproduce, copy, amend, merge or modify all or any of the kiosk, products, system, including any firmware or software that is loaded thereon, or otherwise attempt to view, display or print the source code for the CONTRACTOR'S software or firmware loaded onto the kiosk.

16.18. Data Rights

Data Rights. CONTRACTOR's pre-existing methods, tools, software, and other intellectual property used in performance of this AGREEMENT are not works for hire and will be owned exclusively by CONTRACTOR or its licensor. CONTRACTOR shall own exclusively authorship, inventions, and other proprietary data it conceives or implements under the AGREEMENT. COUNTY shall not disclose to any third party, nor use for any purpose under the AGREEMENT or under any other government or commercial AGREEMENT, the innovations of the CONTRACTOR. The parties agree that a violation of this provision would cause irreparable harm to the party owning the innovations and, therefore, would entitle that party to seek injunctive relief in a court of competent jurisdiction.

Kiosk Usage Data. Notwithstanding the termination or expiration of this contract, the CONTRACTOR shall retain all Kiosk Usage Data collected during the term of this AGREEMENT. The retention of this data will be for Quality Assurance (QA) and Quality Improvement (QI) purposes. These activities are aimed at enhancing the kiosk user experience, improving operational efficiency, and elevating overall service delivery. The data will also be used to enable the CONTRACTOR to conduct thorough analyses of historical usage patterns, assess service effectiveness more comprehensively, and inform data-driven improvements in future kiosk deployments and functionalities. The CONTRACTOR commits to maintaining this

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dba LTS, Inc.

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data in a de-identified format, ensuring continued adherence to all applicable privacy laws and regulations.

16.19. Force Majeure

Force Majeure. In the event that either party is prevented from performing any of its obligations under this agreement due to circumstances beyond its reasonable control, such as acts of God, natural disasters, war, terrorism, strikes, government actions, or any other event commonly referred to as force majeure, then the affected party shall be excused from such performance to the extent and for the duration of such circumstances, except with respect to payment obligations. The party affected by the force majeure event shall promptly notify the other party of the event and its anticipated duration.

***** SIGNATURE PAGE TO FOLLOW *****

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IN WITNESS WHEREOF, the parties hereto have executed this Addendum No. 1, by the authority as follows:

CONTRACTOR – LongView International Technology Solutions, Inc.

Approved:

DocuSigned by:
By: Bekim Veseli
(Signature of Chairman, President, or Vice-President)

Bekim veseli CEO
Name and Title

Date: 10/11/2024 | 11:39 AM PDT

Approved:

DocuSigned by:
By: Dave Logan
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasure)

Dave Logan Chief Financial Officer
Name and Title

Date: 10/15/2024 | 5:28 PM EDT

COUNTY OF MONTEREY

Approved as to Form:

DocuSigned by:
By: Stacy Saetta Stacy Saetta
Deputy County Counsel
Chief Deputy County Counsel
Date: 10/21/2024 | 4:00 PM PDT

Approved:

DocuSigned by:
By: Patricia Ruiz Patricia Ruiz
Auditor/Controller
Auditor Controller Analyst I
Date: 10/22/2024 | 8:05 AM PDT

Approved:

By: _____
Director of Health

Date: _____

Approved:

DocuSigned by:
By: Debra Wilson Debra wilson
Contracts/Purchasing Officer
Contracts & Purchasing Officer
Date: 12/13/2024 | 7:03 AM PST

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dba LTS, Inc.
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EXHIBIT A

**To Agreement by and between
Monterey County Health Department, hereinafter referred to as “COUNTY”
AND
LongView International Technology Solutions, Inc. (LTS, Inc.),
hereinafter referred to as “CONTRACTOR”**

Scope of Services / Payment Provisions

A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work for fully automated self-service healthcare kiosks, designed to provide direct and discrete access to a full range of diagnostic tests and health products as directed by COUNTY, as set forth below:

1. New equipment to be installed:

*Kiosk provided for the COUNTY are intended solely for Narcan dispensing purposes.

1. Quantity and installation of kiosks to be determined by COUNTY.
2. LED touchscreen display featuring 1200 nits, waterproof rating IP 68, fully laminated display with oleophobic and anti-reflective UV coating. Overall unit dimensions: W: 38.25” x H: 75.50” x D: 37.00”
3. Cloud-based telemetry, including remote reporting of power status, connectivity, internal and external temperature, and patient dispenses.
4. Programmed for continuous operational self-testing and diagnosis with status and incident reports.
5. Sensors based on photodiodes and phototransistors that use infrared light to detect, confirm and guarantee dispensing.

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6. Built-in heater safeguards equipment functionality and preserves dispensed medical products in cold weather environments, ensuring reliable operation and product quality.
7. *Flexible configuration & programming, up to 35 channels each.
8. Complies with The Americans with Disabilities Act (ADA). All the usability components, including the touchscreen and delivery areas, are positioned to accommodate wheelchair accessibility.

Cost estimate for the above purchased items, including installation: **See costs listed in Table B.2 and Table B.3 below.**

2. Dispensary Options:

Items that are dispensed from Kiosks may come from 2 sources:

1. Procured by CONTRACTOR and invoiced to COUNTY when the Kiosk is initially stocked and when the items are restocked.

NOTE: Some items may require an ordering lead time.

2. Procured by COUNTY. There is no item cost to have these items in the kiosks. (EX: Narcan provided by the State of CA). These items will have a dispense/restock fee of \$2.00/item that will be invoiced monthly.

NOTE: CONTRACTOR is able to mix both COUNTY provided items and CONTRACTOR provided items in the same kiosk. Configuration of the kiosk mixed product allotment should not exceed 20% COUNTY provided product.

3. Kiosk Stocking and Re-Stocking:

The kiosk's stock capacity will depend on the chosen items and their package sizes. CONTRACTOR'S Account & Delivery Management team will collaborate with COUNTY to determine the initial stock levels for each kiosk.

With 5 or more Kiosks at the Dispense+Data or Dispense+Data+Diagnostics tier:

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1. CONTRACTOR re-stocking labor on regular business days is included in the monthly lease fees.
2. Special request re-stocking or off-hours re-stocking may incur an additional charge.

With less than 5 Kiosks at the Dispense+Data or Dispense+Data+Diagnostics tier:

3. Kiosk re-stocking is the responsibility of COUNTY. CONTRACTOR will provide on-site stocking training to designated COUNTY personnel upon installation of the kiosks. CONTRACTOR will coordinate with COUNTY on product ordering and shipping times.

NOTE: FEES: \$2.00 per COUNTY purchased Dispensed Item (does not apply to CONTRACTOR procured items).

4. COUNTY Obligations:

1. **General.** COUNTY shall comply with all obligations stated below and together with all specific COUNTY requirements detailed in the Exhibit A/Scope of Services.
2. **Access.** COUNTY shall provide CONTRACTOR with reasonably continuous access.
3. **Physical Access.** COUNTY shall provide CONTRACTOR with access to the sites and/or centers.
4. **Information Technology Infrastructure and Connectivity.** COUNTY shall provide all necessary transmission capacity, telecommunications, and internet connectivity to properly receive, operate and maintain CONTRACTOR'S system in accordance with this AGREEMENT.
5. **COUNTY Stocking and Maintenance Responsibility**

A. COUNTY Responsibility for Stocking and Intellectual Property Protection:

- If the COUNTY elects to stock the kiosks themselves, they shall assume full responsibility for protecting the CONTRACTOR's intellectual property, including all hardware, software, and processes. The COUNTY must ensure that all proprietary information remains confidential and is not disclosed to any unauthorized parties.
- Should any losses be incurred by the CONTRACTOR due to the failure of the COUNTY to protect the

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CONTRACTOR's intellectual property or there is any unauthorized or inadvertent release of the CONTRACTOR's intellectual property, the COUNTY agrees to cover any and all resulting damages.

B. Assumption of Liability:

- The COUNTY shall assume full liability for any damage incurred to the kiosks while under their care. This includes, but is not limited to, damages resulting from improper handling, stocking, or maintenance.

C. Cost of Repairs and Replacement:

- In the event that a kiosk is damaged due to COUNTY personnel improperly handling, stocking or performing maintenance, the COUNTY will bear all costs associated with the necessary repairs. In addition to any hardware or software repairs, this includes travel fees, time, and labor costs for the CONTRACTOR's team to travel to the kiosk location to perform repairs.
- Should a kiosk need to be replaced due to damages caused by the COUNTY or the COUNTY's personnel, the COUNTY will assume all costs related to the return of the damaged kiosk to the CONTRACTOR's warehouse. Furthermore, the COUNTY will cover all expenses associated with prepping a new kiosk, including custom wrapping, delivery, and installation of the replacement kiosk.

By accepting responsibility for the stocking and maintenance of the kiosks, the COUNTY acknowledges and agrees to adhere to the terms outlined above. This agreement constitutes a pilot program permitting the COUNTY to assume responsibility for stocking the kiosks. This pilot is unique to the COUNTY and does not extend to any other contracts or entities that may reference this agreement. No guarantees are made that similar permissions will be granted to other entities or in other contracts.

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5. Maintenance and Repair:

1. CONTRACTOR shall undertake commercially reasonable efforts to keep the kiosks in good working order and condition during the term of the AGREEMENT.
2. In the event of an equipment failure, CONTRACTOR will respond to repair requests and attempt to resolve the issue remotely within 48 hours.
3. In the event of an equipment failure, CONTRACTOR will make every available effort to attempt to repair onsite within no more than 72 hours. If parts are necessary to make the repair, we will make every available effort to execute the repair within 48 hours of receipt of said part(s). If the equipment failure is secondary to any actions taken by the COUNTY's personnel, then the COUNTY will be responsible for all costs as specified above under Costs of Repair and Replacement.
4. CONTRACTOR shall have the exclusive right to repair, maintain, or move kiosks. Failure to follow this provision will void both the product warranty and CONTRACTOR'S maintenance warranty if any work is done by the COUNTY without the express written permission of the CONTRACTOR.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/PAYMENT

COUNTY shall pay an amount not to exceed **\$106,950** for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

B.2 INITIAL SETUP COSTS

| Kiosk Setup: Software Install, Product Configuration, Branding, Testing Activation | QTY | Unit of Measure | Unit Price | Subtotal |
|---|------------|--|-------------------|-----------------|
| Kiosk Program Implementation Fee INCLUDES: • Standard testandgo exterior wrap with customizable sections (artwork and design provided by COUNTY). • Virtual site survey | 1 | One-Time Fee. Includes up to 5 kiosks leased concurrently. | \$2,500.00 | \$2,500.00 |

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| | | | | |
|---|---|---|----------|-------------------|
| <ul style="list-style-type: none"> • Installation, activation, setup, configuration, and testing for up to 5 kiosks ordered for concurrent delivery. <p>EXCLUDES:</p> <ul style="list-style-type: none"> • Customized workflow • Site upgrades (electrical, concrete, etc.) <p>NOTE:</p> <ul style="list-style-type: none"> • Placement of additional units at a later time will incur additional fees for site survey, setup, configuration, testing, etc. • Exterior wrap customization options are available for an additional fee, including both full customization and any post-deployment changes. • Personnel travel for installation and on-site training is billed as a separate fee. | | | | |
| <p>Kiosk Installation and Activation Fee per kiosk after 5</p> <p>This Installation and Activation Fee will apply for each kiosk after the first 5 ordered for concurrent delivery.</p> <ul style="list-style-type: none"> • NOTE: The Installation and Activation Fee for up to 5 kiosks ordered for concurrent delivery is included in the Kiosk Program Implementation Fee. | 1 | \$500 Per Kiosk after first 5. | \$0.00 | \$0.00 |
| ONE-TIME IMPLEMENTATION TOTAL | 2 | | | \$2,500.00 |
| OPTIONAL INITIAL COSTS | | | | |
| <p>Custom Exterior Wrap Setup (Optional).</p> <ul style="list-style-type: none"> • Setup for a fully customized exterior wrap with artwork and layout design provided by COUNTY (CONTRACTOR approval required). • Artwork and layout design services provided by CONTRACTOR may incur additional fees. | 1 | \$750 includes custom wrap with same design for all kiosks. | \$750.00 | \$750.00 |
| ONE-TIME IMPLEMENTATION TOTAL WITH OPTIONAL INITIAL COSTS | 3 | | | \$3,250.00 |

B.3 ONE-TIME COSTS: KIOSK DELIVERY & TRAVEL FOR INSTALLATION AND ON-SITE TRAINING

| Personnel Travel and Freight Charges for Delivery of Kiosk & Products | COST |
|--|--|
| Kiosk Freight Delivery Charge | Estimated freight from GA to Monterey, |

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| | |
|---|--|
| <ul style="list-style-type: none"> The invoiced fee will be billed at actual freight costs based on quantity delivered, location, and timing of delivery. | CA. 4 kiosks = \$6,000 |
| Product Delivery Charge <ul style="list-style-type: none"> The invoiced fee will be billed at actual shipping/delivery charges based on quantity delivered, location, and timing of delivery. | ACTUAL. TBD once product mix is configured. |
| Kiosk Installation and On-Site Customer Training | Estimate for on-site install and customer training: 4 kiosks = \$2,500 |

B.4 MONTHLY COSTS

- Starting in year 2, monthly Platform as a Service Fees and optional diagnostic test insurance billing fees may be subject to an annual increase, not exceeding 3% in any given year, based on market conditions and inflationary factors. Should any increases arise, COUNTY would need to be notified within 90 days of the price change.

| DISPENSE ONLY – Monthly Platform as a Service Fee | Price | Kiosk Count | Unit of Measure | Subtotal |
|---|--------------|--------------------|------------------------|-----------------|
| Kiosk Monthly Platform as a Service Fee - Dispense Only INCLUDES: <ul style="list-style-type: none"> Dispense: Multi-SKU dispensing (Generation 1.0 Kiosk) Monthly Kiosk unit utilization (i.e., invoices will reflect the quantity of each item dispensed) Scheduled preventative and ongoing maintenance service Software maintenance (version updates, patch updates, optimization) EXCLUDES: <ul style="list-style-type: none"> Demographic/intake questions Diagnostic testing Insurance billing Data integration Customized workflow Customized data reporting Customized optimization Vandalism or misuse of kiosk | \$850 | 4 | Per Kiosk/Per month | \$3,400.00 |

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| | | | | |
|---|---------|---|---------------------|-------------------------|
| Monthly Stocking Fee | \$37.50 | 4 | Per Kiosk/Per Month | \$150.00 |
| DISPENSE ONLY Monthly Total (Per Kiosk): | | | | \$2,700.00/month |

| DISPENSE+DATA – Monthly Platform as a Service Fee | Price | Kiosk Count | Unit of Measure | Subtotal |
|---|--------------|--------------------|------------------------|-----------------|
| Kiosk Monthly Platform as a Service Fee – Dispense+Data (1 Year) INCLUDES: <ul style="list-style-type: none"> • Dispense: Multi-SKU dispensing (Generation 1.0 Kiosk) • Data: Configurable demographic/intake questions with data reporting • Monthly Kiosk unit utilization (i.e., invoices will reflect the quantity of each item dispensed) • Software maintenance (version updates, patch updates, optimization) EXCLUDES: <ul style="list-style-type: none"> • Data integration • Diagnostic testing • Insurance Billing • Customized workflow • Customized data reporting • Customized optimization • Post-deployment changes to demographic/intake questions • Vandalism or misuse | \$1,750 | 1 | Per Kiosk/Per Month | \$1,750 |
| DISPENSE + Data Monthly Total (Per Kiosk*): | | | | \$1,750 |

B.5 KIOSK RE-STOCKING

With 5 or more kiosks at the Dispense+Data or Dispense+Data+Diagnostics tier:

- **CONTRACTOR** re-stocking labor on regular business days is included in the monthly lease fees with 5 or more kiosks at the Dispense+Data or Dispense+Data+Diagnostics tier.
- Special request restocking or off-hours re-stocking may incur an additional charge of \$75.

1. If COUNTY has 5 or more kiosks in deployment within the County at the Dispense+Data or Dispense+Data+Diagnostics tier, the **CONTRACTOR** will – on a quarterly basis and at no cost– conduct the following remote and onsite preventative maintenance activities on kiosks:

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- a. Inspect and clean the exterior and interior of each kiosk
- b. Check the refrigeration unit and service as needed
- c. Check the locking mechanism and service as needed
- d. Conduct necessary on-site software and firmware updates
- e. Validate connectivity and make adjustments as needed
- f. Test all sensors and service as needed
- g. Check the dispense mechanism and service as needed
- h. Conduct UPS power-down and recharge validation
- i. Check all hardware accessed by users (retrieval bin, tablet, etc.) and service as needed and level kiosk as needed.

If COUNTY has less than 5 kiosks at the Dispense+Data or Dispense+Data+Diagnostics tier and if the COUNTY is assuming responsibility for re-stocking the kiosks, the CONTRACTOR will train COUNTY how to stock and provide regular maintenance on the kiosks. Any special non-repair requests for regular maintenance and servicing, if the COUNTY is assuming stocking and maintenance responsibilities, will incur a charge of \$75 per hour, plus any and all associated costs for CONTRACTOR's personnel that are dispatched to the respective kiosk(s).

Less than 5 Kiosks at the Dispense+Data or Dispense+Data+Diagnostics tier:

- Kiosk re-stocking is the responsibility of the CONTRACTOR. CONTRACTOR will provide on-site stocking training to designated COUNTY personnel upon installation of the kiosks. CONTRACTOR will coordinate with the COUNTY on product ordering and shipping times. All provisions set forth in A.1.4.5 "COUNTY Stocking and Maintenance Responsibility" apply.

- Optionally, with less than 5 kiosks at the Dispense+Data or Dispense+Data+Diagnostics tier the CONTRACTOR can also provide turn-key restocking and regular preventative maintenance for a flat fee of \$1,000 per month. This will include preventative maintenance and product restocking for up to 5 hours/week total for all kiosks in the COUNTY. This fee will be WAIVED when and if COUNTY reaches 5 kiosks at the Dispense+Data or Dispense+Data+Diagnostics tier.

B.6 AVAILABLE DISCOUNTS

*Monthly Kiosk Lease Fees

CONTRACTOR is able to offer a monthly lease fee discount for 6 or more Dispense+Data kiosks at the following rate:

- Dispense+Data Kiosks: **\$150/month per kiosk discount** for 5 or more
- Dispense+Data kiosks for lease price of **\$1,600/month**.

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- Dispense ONLY Kiosks – Stocking Fee: \$37.50/month per kiosk discount for 4 units (Total \$150 per month).
- This discount is applicable to the monthly platform lease fee only and does not apply to product.

***Multi-Year Lease Agreements**

CONTRACTOR is able to offer multi-year lease discounts for 3 or more kiosks at the Dispense+Data or Dispense+Data+Diagnostics tiers, at the following rate:

- A **3% discount** on monthly lease fees for a 2-year lease commitment.
- A **5% discount** on monthly lease fees for a 3-year commitment.
- This discount is applicable to the monthly platform lease fee only and does not apply to product.

All written reports required under this Agreement must be delivered to Shibaanee Sumeshwar or designee, in accordance with the schedule above.

Prevailing Wages. CONTRACTOR shall comply with provisions of the Labor Code (sections 1720, et seq.) governing public works, including payment of prevailing wages, payroll records and employment of apprentices. Copies of the determination of the general prevailing rate of per diem wages are available to interested parties at: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.

DIR Registration. During the entire term of this AGREEMENT, CONTRACTOR shall be registered with the California Department of Industrial Relations as a Public Works Contractor pursuant to Division 2, Part 7, Chapter 1, commencing with section 1720 of the California Labor Code.

There shall be no travel reimbursement allowed during this AGREEMENT.

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. DE-ESCALATION EXPENSES IN CASE OF EARLY TERMINATION

In the event that COUNTY elects to have a Kiosk removed and not reinstalled at an alternate location, the CONTRACTOR and the COUNTY will enter into a written amendment for the payment of demobilization costs. These costs encompass all expenses associated with the removal, transportation, and associated logistics of the Kiosk, subject to the terms of COUNTY'S Travel Policy, (Travel and Business Expense Reimbursement Policy) at <https://www.countyofmonterey.gov>. If the Kiosk has been in place for a period less than one year at the time of removal, the Customer shall bear the full cost of demobilization. This includes, but is not limited to, transportation logistics for the safe and secure removal of the Kiosk from the site and travel costs for any personnel required to

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facilitate the demobilization process, all subject to the terms of the COUNTY'S Travel Policy. The Company will provide the Customer with a detailed breakdown of these costs. Demobilization costs are designed to compensate for the logistical and operational expenses incurred by the Company due to the early termination of the Kiosk's deployment.

D. CONTRACTORS BILLING PROCEDURES

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

Invoices may be mailed to: Monterey County Health Department
Attn: Accounts Payable/Admin-Facilities
1270 Natividad Road
Salinas, CA 93906

Invoices **should** be emailed directly to: hdadminfinance@countyofmonterey.gov
Cc: sumeshwarsd@countyofmonterey.gov

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

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

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

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

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EXHIBIT B

To Agreement by and between
Monterey County Health Department, hereinafter referred to as “COUNTY”
AND
LongView International Technology Solutions, Inc. (LTS, Inc.),
hereinafter referred to as “CONTRACTOR”

PRICE LIST FOR LTS PROCURED ITEMS
(NON-DIAGNOSTIC)

- Product shipping/delivery fee will be added based on quantity delivered, location, and timing of delivery.
- OTC Meds and other items not shown below are also available (ibuprofen, acetaminophen, pregnancy test kits, etc.).
- Dispensing Fee/Management of COUNTY Provided Inventory, \$2.00 per Dispensed Item.

HARM REDUCTION ITEMS

| LTS Procured Items - Harm Reduction | SKU | NOTE | UOM | Unit Price |
|---|------------|---------|------|------------|
| Naloxone Intranasal Spray (Generic) - 4 mg (2-pack) | HRNAL30201 | 2-pack | Each | \$39.00 |
| Fentanyl Test Strips (5-pack) | HRFTS30001 | 5-pack | Each | \$6.00 |
| Xylazine Test Strips (5-pack) | HRXYL30801 | 5-pack | Each | \$13.00 |
| Test My Drink Test Sheets Test strips are designed to detect the possible presence of illicit drugs GHB (Gamma Hydroxybutyrate) and Ketamine in alcoholic and non-alcoholic beverages. (10 pack - can test 20 drinks). | HRTMD30601 | 10-pack | Each | \$15.00 |
| Sharps Containers | | | | |
| Sharps Container - 250 mL (1 ct) | HRSC30101 | 1-pack | Each | \$4.90 |
| Sharps Container - 1 Qt (1 ct) | HRSC30102 | 1-pack | Each | \$5.50 |
| Drug Disposal System | | | | |
| Drug Disposal System 4 oz Bottle (1 ct) | HRDD30901 | 1 ct | Each | \$6.55 |
| Drug Disposal System 4 oz Pouch (1 ct) | HRDD30902 | 1 ct | Each | \$5.80 |

SEXUAL HEALTH ITEMS

| LTS Procured Items - Sexual Health - Non-Diagnostic Items | SKU | NOTE | UOM | Unit Price |
|--|-------------|-----------|------|------------|
| CONDOMS | | | | |
| Condoms - Standard Size (3-pack) | FPC10101 | Pack of 3 | Each | \$4.50 |
| Condoms - Large Size (3-pack) | FPC10102 | Pack of 3 | Each | \$4.50 |
| Female Internal Condoms (3 ct) | FPIC10201 | Pack of 3 | Each | \$13.99 |
| EMERGENCY CONTRACEPTION | | | | |
| Generic Levonorgestrel 1.5 mg (Higher Ed and Non-Profit Pricing) | FPEC10004 | Pack of 1 | Each | \$8.85 |
| PREGNANCY TESTS | | | | |
| Early Detection Pregnancy Test (1 ct) | SHRHPT80002 | 1 Count | Each | \$6.49 |
| Early Detection Pregnancy Test (2 ct) | SHRHPT80003 | 2 Count | Each | \$8.99 |

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GENERAL HEALTH ITEMS

| LTS Procured Items - General Health | SKU | NOTE | UOM | Unit Price |
|---|------------|-------------|------------|-------------------|
| Acetaminophen 500mg (10 ct) | GHPFR20004 | 10 ct | Each | \$3.25 |
| Acetaminophen 3 pouches of 2 caplets (6 ct) | GHPFR20010 | 6 ct | Each | \$1.79 |
| Antacid Chewable (12 ct) | GHA20701 | 12 ct | Each | \$6.99 |
| Diphenhydramine HCl (24 ct) | GHAR20301 | 24 ct | Each | \$8.99 |
| Eye Lubricant .05 fl oz (1 ct) | GHEC20402 | 1 ct | Each | \$3.79 |
| Famotidine 20 mg (50 ct) | GHA20703 | 50 ct | Each | \$28.99 |
| Hydration Multiplier Electrolyte Drink Mix (6 ct) | GHHM20601 | 6 ct | Each | \$13.50 |
| Ibuprofen 200 mg (4 ct) | GHPFR20009 | 4 ct | Each | \$2.89 |
| Ibuprofen 200mg - (20 ct) | GHPFR20002 | 20 ct | Each | \$6.97 |
| Loratadine 24 hr 10 mg (10 ct) | GHAR20302 | 10 ct | Each | \$14.99 |
| Nasal Decongestant Spray 15 ml Oxymetazoline HCl 1.0 fl oz (1 ct) | GHAR22002 | 1 ct | Each | \$3.99 |
| Urinary Pain Relief Maximum Strength (12 ct) | GHUPR20201 | 12 ct | Each | \$9.75 |
| UTI Test Strip (1 ct) | GHUTI20801 | 1 ct | Each | \$3.45 |
| UTI Test Strip (3 ct) | GHUTI20802 | 3 ct | Each | \$8.95 |

SAFETY ITEMS

| LTS Procured Items -Safety | SKU | NOTE | UOM | Unit Price |
|--|------------|-----------------|------------|-------------------|
| Emergency Blankets (Mylar) | SO60001 | | Each | \$1.38 |
| Wound Care Kit 5 mL Sterile Water (2), 15 mL Sterile Water (1), Pair of Gloves, Large Adhesive Bandage (2), Sterile 4x4 (2), Triple Antibiotic Ointment (2), BZK Wipe (1), Wound Closure Strips | SO60005 | See description | Each | \$4.00 |

*Stock levels for all products will be based on customer configuration of kiosks. Prices shown above do not include tax if required.

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