

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:
Steris Corporation

(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 are generally described as follows:

Provide:

Laboratory equipment inspection/maintenance.

2.0 PAYMENT PROVISIONS:

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: \$ 51,515.28

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from January 1, 2021 to December 31, 2023, 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: Addendum No. 1

Exhibit C: Vendor Service Coverage

Steris Corporation
\$51,515.28

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.

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 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

DS
M
Contractor
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County

the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

- 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.

(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.)

Requestor must check the appropriate Automobile Insurance Threshold:

Requestor must check the appropriate box.

☒ **Agreement Under \$100,000 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.

☐ **Agreement Over \$100,000 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 \$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: any proposed modifications to these 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.)

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.~~

~~**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.** The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11 85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.~~

~~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, 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:

11.01 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, 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 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.

14.0 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:
Edward L. Moreno, MD, MPH, Health Officer and Director of Public Health Bureau	Dawn Felker Contract Sales Representative
Name and Title	Name and Title
1270 Natividad Road Salinas, CA 93906	5960 Heisley Road Mentor, OH 44060-1834
Address	Address
(831) 755-4585	(440) 392-8518
Phone:	Phone:

15.0 MISCELLANEOUS PROVISIONS.

- 15.01 **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.
- 15.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 15.03 **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.
- 15.04 **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.
- 15.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 15.06 **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.

- 15.07 **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.
- 15.08 **Compliance with Applicable Law:** The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.09 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.
- 15.11 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.
- 15.12 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 15.13 **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.
- 15.14 **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.
- 15.15 **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.
- 15.16 **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.
- 15.17 **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.

16.0 SIGNATURE PAGE.

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

COUNTY OF MONTEREY

By: _____
Contracts/Purchasing Officer

Date: _____
DocuSigned by: _____
C7130BA59CA8423

By: _____
Department Head (if applicable)

Date: 6/30/2021 | 2:49 PM PDT

By: _____
Board of Supervisors (if applicable)

Date: _____

Approved as to Form _____
DocuSigned by: _____
Marina Pantchenko Deputy County Counsel

By: _____
County Counsel

Date: 6/2/2021 | 12:20 PM PDT

Approved as to Fiscal Provisions² _____
DocuSigned by: _____
Gary Giboney Chief Deputy Auditor-Controller

By: _____
Auditor/Controller

Date: 6/2/2021 | 12:23 PM PDT

Approved as to Liability Provisions³ _____

By: _____
Risk Management

Date: _____

CONTRACTOR

Steris Corporation

Contractor's Business Name* _____

By: _____
DocuSigned by: _____
Laura Mather
D8AF8D772AC8499...
(Signature of Chair, President, or Vice-President) *
Laura Mather VP GM Service

Date: 5/28/2021 | 11:39 AM PDT

By: _____
DocuSigned by: _____
Bob McCall
AA057BB0B5F54F7...
(Signature of Secretary, Asst. Secretary, CEO, Treasurer or Asst. Treasurer) *
Bob McCall VP Service

Date: 5/28/2021 | 1:03 PM PDT

County Board of Supervisors' Agreement Number: _____, approved on (date): _____

*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.

¹Approval by County Counsel is required

²Approval by Auditor-Controller is required

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

EXHIBIT A

SCOPE OF SERVICES/PAYMENT PROVISIONS

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

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

I. Scope of Services

- A. CONTRACTOR will provide NIST (National Institute of Standards and Technology) traceable on-site calibration of process measuring equipment used in manufacturing and manufacturing-support environments. The calibration services do not include any repairs or maintenance service that is discovered during the course of the calibration services.
- B. The Services for infection prevention equipment will be performed Monday through Friday, 8:00 A.M. to 5:00 P.M., local time, excluding federal holidays ("Normal Working Hours"). Any Service not performed during Normal Working Hours shall be billed at the then current applicable rate as set forth: Overtime Coverage Options: Overtime coverage, unless included as part of a Service Option and indicated on the Equipment List, will be charged at prevailing rates for any service performed outside Normal Working Hours.

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

Exclusions -The Services do not include, the following:

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

- (viii) Repairs resulting from operator error, misuse, abuse, improper operation or installation, defective accessories, being dropped, fire, loss, theft, utility failure, negligence by any party or other acts beyond the reasonable control of STERIS, or where STERIS determines that in fact no repair is actually required;
- (ix) Parts or labor required for recall or safety oriented modifications to non-STERIS Equipment;
- (x) Any repairs which are estimated by STERIS to cost in excess of 50% of the unit's current value (STERIS will provide Subscriber with a written estimate in such cases);
- (xi) Services performed outside of Normal Working Hours, unless work outside Normal Working Hours is provided for in the Equipment List; and
- (xii) Service lines, shut off valves, disconnect switches or other components not a part of the Equipment unless otherwise specified.
- (xiii) Any parts for Equipment that is not designated as parts inclusive on the Equipment List; and
- (xiv) Unless the 1st Year Preventive Maintenance Option listed on Attachment A is selected by the Subscriber, preventive maintenance during the Warranty Period for capital equipment is not covered by this Agreement and is available through a separate agreement with STERIS.
- (xv) All oil changes in excess of the quantity of (2) for all V-PRO units with a standard maintenance agreement are billable events to be charged at then current parts and labor rates. Oil changes above the standard quantity of (2) may be included in the maintenance agreement for an additional fee.
- (xvi) STERIS's obligation to provide the Services will be relieved during the term if access to parts are no longer available to support product or the product is obsolete from a Parts and Labor coverage level. Subscriber will be given the option to reduce the coverage to Labor Only for the remainder of the term.

C. Additions or Deletions of Equipment:

- (a) Additions or deletions of Equipment to or from the Equipment List may be made, subject to both the inspection contemplated by Section 6(b) below and to the advance written agreement of both STERIS and Subscriber. Deletions may be made only where Equipment has been taken out of service. If Subscriber elects to keep an item of Equipment in service after STERIS has determined that the item can no longer be effectively or safely maintained, Subscriber will assume full responsibility for that decision and will defend and indemnify STERIS for any claims or liability arising from the condition or use of that item including any personal injuries to or death of any employees of Subscriber or STERIS.
- (b) Prior to the addition of any equipment to the Equipment List, an Amendment would be done with mutually agreed upon terms, a Pre-PM inspection may be required to verify that the equipment is operating in accordance with the manufacturer's original equipment specifications (the "Pre-PM Inspection"). The Pre-PM Inspection will be at County's expense and included in the costs of the Amendment to the current Agreement.
- (c) If ProConnect Remote Monitoring is included in this agreement, it will be enabled on any equipment added to the agreement that is capable of supporting this feature. Remote monitoring will be enabled as part of the next scheduled service visit, where applicable.

D. 9. Subscriber's Responsibilities:

- (a) Access to Equipment - Subscriber shall provide STERIS's personnel with free and safe access to the Equipment on each date that service calls are made pursuant to this Agreement and shall assist STERIS's representative in any reasonable manner (including the provision of appropriate services such as electrical power, water, etc.) in said representative's performance of the Services. Subscriber will make all Equipment available for the Services as scheduled. STERIS will not be responsible for providing the Services for Equipment that is not made available. Subscriber shall be responsible for paying any and all fees or costs associated with security or other facility access

requirements. STERIS shall only provide information that it deems reasonable and appropriate to secure access to the facility.

(b) INTENTIONALLY OMITTED

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

(d) INTENTIONALLY OMITTED

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

(f) INTENTIONALLY OMITTED

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

	Equipment Description	Serial #	Location	Agreement Product	Status	Annual Price	Total Line Price	
1.	LAB 250 VAC ELEC MAN VRT SLD SD CAB SEISMIC W/PRT	01297057	Media Room 111	Select Choice Agreement	Comprehensive	\$6,503.02	\$6,503.02	
Start Date 01/01/2021 End Date 12/31/2021 No. of Annual Inspections - 4								
2.	20X20X38 CENT PREVAC STER	031800902	Media Room 111	Select Choice Agreement	Comprehensive	\$3,972.24	\$3,972.24	
Start Date 01/01/2021 End Date 12/31/2021 No. of Annual Inspections - 4								
3.	20X20X38 CENT PREVAC STER	031800902	Media Room 111	NA-Calibration Service Agreement	Calibration	\$1,419.47	\$1,419.47	
Start Date 01/01/2021 End Date 12/31/2021 No. of Annual Inspections - 1								
4.	LAB 250 VAC ELEC MAN VRT SLD SD CAB SEISMIC W/PRT	01297057	Media Room 111	NA-Calibration Service Agreement	Calibration	\$1,362.69	\$1,362.69	
Start Date 01/01/2021 End Date 12/31/2021 No. of Annual Inspections - 1								
5.	STM GENERATOR 440/480V INTEGRAL	35270		Select Choice Agreement	Comprehensive	\$3,577.64	\$3,577.64	
Start Date 01/01/2021 End Date 12/31/2021 No. of Annual Inspections - 4								
No. of items to be inspected: 5 Billing Frequency: Quarterly								
						First Year Amount-2021	\$16,835.06	
						Second Year Amount-2022	\$17,340.11	
						Third Year Amount-2023	\$17,340.11	
						Total Agreement Amount	\$51,515.28	

II. Term of the Agreement

The term of this Agreement shall be **January 1, 2021 through December 31, 2023** unless sooner terminated pursuant to the terms of this Agreement.

Agreement between County of Monterey and
Steris Corporation

IV. Payment Provisions

1. Reimbursement may only be sought for those cost and/or cost categories expressly identified as allowable in this agreement by the County of Monterey.
2. Any tax, such as sales and use taxes, exclusive of property and income taxes, that CONTRACTOR is required to collect or pay based upon the sale or delivery of products or services under this Agreement shall be paid by County to CONTRACTOR, or County shall pay directly to the taxing agency with proof of payment provided to CONTRACTOR. This obligation extends retroactively if so assessed by a taxing agency.

3. Invoices shall be mailed to:

Monterey County Health Department, Public Health
Attention: Fiscal Unit – Public Health Bureau Laboratory
1270 Natividad Road
Salinas, CA 93906

ADDENDUM NO. 1

TO AGREEMENT BY AND BETWEEN COUNTY OF MONTEREY AND STERIS

This Addendum No. 1 ("Addendum #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 STERIS CORPORATION (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 15.17 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. Replacing Section 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. The certificate shall include additional insured endorsements of CG2010 0704, CG2037 0704 and 87950 0914.

2. Replacing Other Requirements 9.04

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer or an approved surplus lines 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.

General Liability, Auto Liability and Workers' Compensation policy shall provide that the County shall be given notice in writing at least thirty days in advance of cancellation. 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 showing each subcontractor has identical insurance coverage to the above requirements.

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, per blanket CG2010 0704 and CG2037 0704

endorsements and shall further provide that such insurance is primary insurance to any insurance or self-insured 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. The required endorsement from for Automobile Additional Insured endorsement is 87950 0914.

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 substantial 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.

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

CONTRACTOR – Steris Corporation

Approved:

DocuSigned by:

By: Laura Mather

D8AF8D772AC8499...

Laura Mather VP GM Service

Name and Title

Date: 5/28/2021 | 11:59 AM PDT

Approved:

DocuSigned by:

By: Bob McCall

AA057BB0B5F54F7...

Bob McCall VP Service

Name and Title

Date: 5/28/2021 | 1:03 PM PDT

COUNTY OF MONTEREY

Approved as to Form:

DocuSigned by:

By: Marina Pantchenko

65EE9F1502BD412...

Deputy County Counsel

Date: 6/2/2021 | 12:20 PM PDT

Approved:

DocuSigned by:

By: Gary Giboney

D3834BFEC1D8449...

Auditor/Controller

Date: 6/2/2021 | 12:23 PM PDT

Approved:

DocuSigned by:

By: [Signature]

C7A30BA59CA0423...

Director of Health

6/30/2021 | 2:49 PM PDT

Exhibit C

SERVICE COVERAGE DESCRIPTIONS

1. Comprehensive (Platinum): Comprehensive service includes all parts and labor to perform (i) scheduled preventive maintenance in accordance with STERIS's then current Preventive Maintenance Check List ("PMCL") and (ii) unscheduled repair visits, provided that parts required during unscheduled repair visits are not subject to the parts exclusions as outlined in Section 5(d).

STERIS Service Maintenance Coverage	Comprehensive
	Complete maintenance and repair package for those who want the simplest way to cover their investment
EQUIPMENT MAINTENANCE	
Meets OEM Recommended Maintenance & Safety Standards	●
Scheduled Maintenance Labor	●
Scheduled Maintenance Parts (Where applies)	●
Travel Charges	●
Repair Labor	●
Repair Parts	●
CUSTOMER SUPPORT	
Priority Technical Support 24/7	●
Customer Care Center	●
Place Service Request online at eService.com	●
Detailed Service Documentation	●

2. Priority Technical Support is also included in addition to Remote Monitoring if the covered equipment is capable and enabled with this technology. Subscriber can also use eservice.steris.com to schedule and track service requests, and also purchase service parts.
3. Normal Working Hours – The Services for surgical equipment will be performed Monday through Friday, 8:00 A.M. to 8:00 P.M., local time, excluding federal holidays ("Normal Working Hours"). The Services for infection prevention equipment will be performed Monday through Friday, 8:00 A.M. to 5:00 P.M., local time, excluding federal holidays ("Normal Working Hours"). Any Service not performed during Normal Working Hours shall be billed at the then current applicable rate as set forth in Attachment A section 4(a).
4. Overtime Coverage Options: Overtime coverage, unless included as part of a Service Option and indicated on the Equipment List, will be charged at prevailing rates for any service performed outside Normal Working Hours.
- a. Overtime coverage options must be noted on the Equipment List and are as follows:
- | Option | Equipment Type | Hours | Description |
|---------|----------------------|------------------------|--|
| PM Late | Infection prevention | M-F 5:00 PM – 12:00 AM | Provides scheduled PMs during the hours indicated, excludes holidays |
| PM Late | surgical | M-F 8:00 PM – 12:00 AM | Provides scheduled PMs during the hours indicated, excludes holidays |
| PM 24x5 | Both | M-F 24 hrs | Provides scheduled PMs during the hours indicated, excludes holidays |
| OT 24x7 | Both | 24x7 | Provides unscheduled maintenance at any time, includes holidays |
5. Priority Technical Support: Priority Technical Support service for STERIS equipment for the term of the Agreement to include; unlimited calls to the STERIS service hotline, calls related to STERIS equipment shall be placed ahead of calls related to equipment that is not registered for Priority Support coverage and STERIS shall route all calls to the appropriate Technical Support resource based on the equipment serial number.
6. 1st Year Preventive Maintenance Service Option: During the warranty period for new Equipment purchased by Subscriber, Subscriber will have for surgical equipment a Performance Check Service Option. Infection preventive equipment will have a 1st Year Preventive Maintenance Service Option. The Performance Check Service Option includes labor to perform a scheduled inspection in accordance with STERIS's then current Performance Checklist. The 1st Year Preventive Maintenance Service Option includes all parts (if applicable) and labor to perform scheduled preventive maintenance in accordance with STERIS's then

current PMCL. Parts and labor for unscheduled repair visits during the warranty period are covered by the standard equipment warranty. Priority Technical Support is also included, as well as access to eservice.steris.com to schedule and track service requests, and also purchase service parts.

7. ~~Block of Time: Subscriber agrees to purchase an annual prepaid retainer for a specific value of STERIS labor and travel.~~

8. ~~Block of Parts: Subscriber agrees to purchase an annual prepaid retainer for a specific value of STERIS parts.~~

9. Additional Service Options: In addition to the Service Options set forth in paragraphs 1 – 5 above, Subscriber may select from one or both of the following additional Service Options. If selected, the prices for additional Service Options selected by Subscriber shall be set forth on the Equipment List and such prices are not included in the price for the other Service Options selected by Subscriber. The following additional Service Options may be selected by Subscriber on the Equipment List for any piece of Equipment:

- a. Chamber Cleaning – STERIS will provide periodic interior surface cleaning of the chamber walls of certain sterilizers included on the Equipment List. Unless otherwise included in the Service Option selected by Subscriber, the chamber cleaning services do not include any repairs or maintenance service that may be discovered during the course of the chamber cleaning services. All chemicals and equipment used in connection with such chamber cleaning services will be provided by STERIS. The Equipment List indicates the frequency of the chamber cleaning that is included in the Services.
- b. Calibration Services – STERIS will provide NIST (National Institute of Standards and Technology) traceable on-site calibration of process measuring equipment used in manufacturing and manufacturing-support environments. The calibration services do not include any repairs or maintenance service that is discovered during the course of the calibration services. The Equipment List indicates the frequency of the calibration services that is included in the Services.

10. Prices:

a. Prices: During the Initial Term of this Agreement, the Prices for the Service Options for each piece of Equipment selected by Subscriber are listed in the service agreement.

b. ~~Zone Charges (flat travel fee from STERIS primary technician's residence for unscheduled, billable work):~~

i.	Zone 1	0-161M	Prevailing Rate
ii.	Zone 2	162-402M	Prevailing Rate
iii.	Zone 3	403-803M	Prevailing Rate
iv.	Zone 4	>804M	Prevailing Rate