

**PERSONAL SERVICES AGREEMENT  
BETWEEN THE COUNTY OF SHASTA  
AND  
LIFE TECHNOLOGIES CORPORATION**

This agreement is entered into between the County of Shasta, a political subdivision of the State of California, through its Health and Human Services Agency ("County"), and Life Technologies Corporation, a **Delaware Corporation registered in the State of California** ("Consultant"), (collectively, the "Parties" and individually a "Party"), for the purpose of **providing Preventative Maintenance Plans** for two (2) sets of equipment: **Equipment Set 1 (Serial # 275030181)** 7500FAST DX Real Time PCR System, Dell Laptop, Precision Plate Holder, and 7500 FAST DX Real Time Software; and **Equipment Set 2 (Serial # 275030936)** 7500FAST DX Real Time PCR System, Dell Desktop, Precision Plate Holder, and 7500 FAST DX Real Time Software. Equipment Set 1 and Equipment Set 2 may be referred to herein individually as the "Instrument" or the "Equipment Set", or collectively as the "Instruments" or the "Equipment Sets".

**Section 1. RESPONSIBILITIES OF CONSULTANT.**

Pursuant to the terms and conditions of this agreement, Consultant shall perform the following Instrument services ("Instrument Services"):

A. Provide Preventative Maintenance Plans ("PM Plan") for **Equipment Set 1 (Serial # 275030181)**: 7500FAST DX Real Time PCR System, Dell Laptop, Precision Plate Holder, and 7500 FAST DX Real Time Software; **Equipment Set 2 (Serial # 275030936)**: 7500FAST DX Real Time PCR System, Dell Desktop, Precision Plate Holder, and 7500 FAST DX Real Time Software that includes the following:

- 1) Repair, maintenance, recertification, qualification, and Technical And Application support services. The PM Plan shall include all parts, labor, and travel expenses for repair, annual planned maintenance ("PM") and Operational Qualification/Instrument Performance Verifications ("OQ/IPV"). The PM Plan does not cover replacement of consumable products used on the Instruments.
- 2) Annual scheduled PM visit, and a minimum of two (2) OQ/IPV service visits per Instrument per year. Consultant may perform more than the scheduled OQ/IPV at Consultant's sole discretion. Instrument calibration shall be provided as required.
- 3) Guaranteed priority response time within two County business days for service calls received before 2:00 p.m. Pacific Standard Time, Monday through Friday, excluding January 1st, Martin Luther King Day, Lincoln's Birthday, President's Day, Memorial Day,

Independence Day, Labor Day, Veteran's Day, Thanksgiving, the day after Thanksgiving, December 24th, and December 25<sup>th</sup> of each year, (or the closest business day, should any of these days fall on a weekend) herein referred to as "Holidays".

- 4) If Consultant fails to arrive at the Instrument location within two County business days for reasons other than County's failure to provide access to Consultant, or causes beyond the control of Consultant, Consultant shall provide County a service plan renewal credit in an amount equivalent to one day's pro-rated charge, (\$9,099.96/ 365 days of \$24.93 per day), for each day Consultant's response is late, for the Equipment Set for which the service call was made. To be eligible to use the credit, Consultant's Service Plan Administrator must receive notice in writing (email notification to [Service.Sales@LifeTech.com](mailto:Service.Sales@LifeTech.com) is satisfactory) of the County's intention to use the credit for a renewal at the time of renewal, but in any event no later than fifteen (15) days after the expiration of the service plan period in which the credit was earned. The credit described here is Consultant's sole obligation and County's sole remedy for failure of Consultant to respond to a service call within two County business days.
  - 5) Telephone and email access for County to Consultant's service call center from 5:00 a.m. to 5:00 p.m. Pacific Standard Time, Monday through Friday, excluding Holidays, and access for County to Consultant's technical support from 6:00 a.m. to 5:00 p.m. Pacific Standard Time, Monday through Friday, excluding Holidays.
- B. Perform on-site Instrument Services at a date and time mutually acceptable to Consultant and County, 8:00 a.m. to 5:00 p.m. Pacific Standard Time, Monday through Friday, excluding Holidays. If Consultant and County are unable to choose a mutually acceptable time, the County shall choose the date and time for services to be provided by Consultant.
- C. Perform on-site Instrument Services only after County fully decontaminates the Instrument and its components of radioactive, biological, toxic, or other dangerous materials or substances or any material. Consultant may request an accurate and completed certificate of decontamination. Consultant retains the right to request the Instrument be moved to another location within the Health and Human Services Agency ("HHSA") - Public Health Laboratory, located at 2650 Breslauer Way, Redding, CA that Consultant deems safe for Consultant's employees prior to performing Instrument Services. Consultant will not service the Instruments in biosafety level-3 laboratories, unless Consultant agrees otherwise in writing in advance. There may be an additional charge and additional terms for Instrument Services in such facilities. Consultant will not service the Instruments in biosafety level-4 laboratories.
- D. Repair or replace any parts of the Instrument on the basis of which approach will

provide the County with the best service in Consultant's professional judgment. Consultant may use new, used, or reconditioned parts. Consultant may retain any replaced part as Consultant's property.

- E. Provide the Instrument Services in accordance with the generally accepted standards prevailing in the Instrument Service industry.
- F. Notify County, in writing, if Consultant determines replacement of parts or repairs are needed for defects or damage resulting from (i) County neglect, carelessness, or misuse, for example, connecting the Instrument to electrical services or other utilities not in accordance with the installation requirements for the Instrument, using incompatible solvents or samples with the Instrument, operating the Instrument not in conformance with Consultant's instructions or specifications, or County's improper or inadequate maintenance of the Instrument; (ii) installation of software or use in combination with software or products that Consultant did not supply or authorize, (iii) modification, repair, or service transfer of the Instrument to another location that County or County's employees, agents, or an unauthorized contractor made; (iv) intrusive activity, including without limitation computer viruses, hackers or other unauthorized interactions with the Instrument or software that detrimentally affects normal operations; from acts of nature or accident; or (v) any defects, damage, or failure of a part that Consultant did not cause. The County understands and agrees that the PM Plan does not cover replacement of parts or repairs needed for the defects or damage resulting from sections (i) through (v) of this clause.
- G. The County may request Consultant's services to relocate the Equipment Sets on a time and materials basis; however, such relocation services are not covered under this agreement and may be performed by Consultant only upon entering into a mutually agreed, separate written agreement between County and Consultant for such relocation services.
- H. By signing this agreement, Consultant acknowledges that Consultant must comply with all applicable terms and conditions of CDPH Local Funding Agreement Number 14- 10544 ("LFA 14-10544") attached and incorporated herein as Agreement number 14-10544.

## **Section 2.     RESPONSIBILITIES OF COUNTY.**

Pursuant to the terms and conditions of this agreement, County shall:

- A. Compensate Consultant as prescribed in sections 3 and 4 of this Agreement and shall monitor the outcomes achieved by Consultant.
- B. Coordinate with Consultant to schedule PM, OQ/IPV, and remedial repairs at a date and time mutually acceptable to Consultant and County, 8:00 a.m. to 5:00 p.m. Pacific Standard Time, Monday through Friday, excluding Holidays. If Consultant and County are unable to choose a mutually acceptable time, the County shall choose the date and time for services to be provided by Consultant.

- C. Fully decontaminate the Instrument or its components of radioactive, biological, toxic, or other dangerous materials or substances or any material prior to Consultant providing Instrument Services. County shall provide an accurate and completed Certification of Decontamination at the request of Consultant. If requested by Consultant, County shall move the Instrument to a location within the HHSA- Public Health Laboratory located at 2650 Breslauer Way, Redding, CA, Consultant deems safe for its employees prior to performing Instrument Services.
- D. Provide a request, in writing and in advance, to Consultant if the County owned Equipment Sets need to be moved from the existing facility located at 2650 Breslauer Way, Redding, CA 96001 to a new location from 2650 Breslauer Way, Public Health Laboratory, biosafety level – 2 area; however, such relocation services are not covered under this agreement and may be performed by Consultant only upon entering into a mutually agreed, separate written agreement between County and Consultant for such relocation services.

### **Section 3.     COMPENSATION.**

- A. Consultant shall be paid annually, in advance, the following rates for the Instrument Services to be completed in accordance with the terms of this agreement pursuant to subsection A. through F. of Section 1:
  - 1) Equipment Set 1 (Serial # 275030181):  
\$9,099.96 for the period of November 19, 2016 through November 18, 2017;  
\$9,099.96 for the period of November 19, 2017 through November 18, 2018,  
\$9,099.96 for the period of November 19, 2018 through November 18, 2019.
  - 2) Equipment Set 2 (Serial # 275030936):  
\$6,154.70 for the period of March 16, 2017 through November 18, 2017;  
\$9,099.96 for the period of November 19, 2017 through November 18, 2018,  
\$9,099.96 for the period of November 19, 2018 through November 18, 2019.
- B. In no event shall the maximum amount payable for performing the Instrument Services provided pursuant to subsection A. through F. of Section 1. of this Agreement exceed \$27,299.88 for Instrument Set 1 (Serial # 275030181); or \$24,354.62 for Instrument Set 2 (Serial # 275030936).
- C. In no event whatsoever shall the maximum amount payable under this agreement exceed \$56,654.50.
- D. Consultant's violation or breach of agreement terms may result in termination of agreement.

### **Section 4.     BILLING AND PAYMENT.**

- A. Upon execution of this Agreement by County and Consultant, Consultant shall submit to HHSA Business and Support Service, Attn: Accounts Payable, P.O. Box 496005, Redding, CA 96049-6005 an invoice or statement of services due through

November 18, 2017. Thereafter, Consultant shall submit invoices on or after November 19th of each year for the services in the amounts prescribed in Section 3.A.1) and Section 3.A.2). County shall make payment within 30 days of receipt of Consultant's correct and approved statement or invoice.

- B. Compensation under this agreement may be reduced by a service plan renewal credit pursuant to Section 1.A.4).
- C. Should County, or the state or federal government, disallow any amount claimed by Consultant, Consultant shall reimburse County, or the state or federal government, as directed by County, or the state or federal government, for such disallowed cost.
- D. For the purposes of effectuating compensation, this Section 4 shall survive the termination, expiration, or cancellation of this Agreement.

**Section 5. TERM OF AGREEMENT.**

- A. The initial term of this agreement shall be for one year beginning November 19, 2016, and ending November, 18, 2017. The term of this agreement shall be automatically renewed for two additional one-year terms at the end of the initial term, under the same terms and conditions, except as provided in section 3, unless written notice of non-renewal is provided by either Party to the other Party at least 30 days prior to the expiration of the initial term or the then current term.
- B. Notwithstanding the foregoing, County shall not be obligated for payments hereunder for any future County fiscal year unless or until County's Board of Supervisors appropriates funds for this agreement in County's budget for that County fiscal year. In the event that funds are not appropriated for this agreement, then this agreement shall end as of June 30 of the last County fiscal year for which funds for this agreement were appropriated. For the purposes of this agreement, the County fiscal year commences on July 1 and ends on June 30 of the following year. County shall notify Consultant in writing of such non-appropriation at the earliest possible date.

**Section 6. TERMINATION OF AGREEMENT.**

- A. If Consultant materially fails to perform Consultant's responsibilities under this agreement to the satisfaction of County, or if Consultant fails to fulfill in a timely and professional manner Consultant's responsibilities under this agreement, or if Consultant violates any of the terms or provisions of this agreement, and if Consultant fails to cure the foregoing within thirty (30) days after written notice of such is received by Consultant from the County, then County shall have the right to terminate this agreement for cause effective immediately upon the expiration of the 30-day period that follows County giving written 30-day notice thereof to Consultant. If termination for cause is given by County to Consultant and it is later determined that Consultant was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph B of this section.
- B. County or Consultant may terminate this agreement without cause on 30 days written notice to the other.

- C. County may terminate this agreement immediately upon oral notice followed by written notice should funding cease or be materially decreased during the term of this agreement.
- D. Either Party may terminate this agreement immediately upon oral notice followed by written notice should either Party be unable to comply with the obligations of this agreement due to any material cause which is beyond the reasonable control of said Party, including, but not limited to: fire, explosion, power outages, strikes or labor disputes, acts of God, civil disturbances, acts of civil or military authorities, acts of terrorism, fuel or energy shortages, acts and/or omissions by third party communications carriers, or any other cause beyond Party's control
- E. County's right to terminate this agreement may be exercised by County's Health and Human Services Agency ("HHSA Director or any HHSA Branch Director designated by the HHSA Director").
- F. Consultant may immediately terminate this agreement if one or both of the Instruments are transferred to another location without Consultant's advance written consent.
- G. Should this agreement be terminated, Consultant shall promptly provide to County any and all finished and unfinished reports, data, studies, photographs, charts, and other documents prepared by Consultant pursuant to this agreement.
- H. If this agreement is terminated, Consultant shall only be paid for services satisfactorily completed and provided prior to the effective date of termination.

**Section 7. ENTIRE AGREEMENT; AMENDMENTS; HEADINGS; EXHIBITS/APPENDICES.**

- A. This agreement supersedes all previous agreements relating to the subject of this agreement and constitutes the entire understanding of the Parties hereto. Consultant shall be entitled to no other benefits other than those specified herein. Consultant specifically acknowledges that in entering into and executing this agreement, Consultant relies solely upon the provisions contained in this agreement and no others.
- B. No changes, amendments, or alterations to this agreement shall be effective unless in writing and signed by both Parties. Minor amendments that do not result in a substantial or functional change to the original intent of this agreement and do not cause an increase to the maximum amount payable under this agreement may be agreed to in writing between Consultant and the HHSA Director or any HHSA Branch Director designated by the HHSA Director, provided that the amendment is in substantially the same format as the County's standard format amendment contained in the Shasta County Contracts Manual (Administrative Policy 6-101).
- C. The headings that appear in this agreement are for reference purposes only and shall not affect the meaning or construction of this agreement.
- D. If any ambiguity, inconsistency, or conflict exists or arises between the provisions of this agreement and the provisions of any of this agreement's exhibits or appendices, the provisions of this agreement shall govern.

**Section 8. NONASSIGNMENT OF AGREEMENT; NON-WAIVER.**

Inasmuch as this agreement is intended to secure the specialized services of Consultant, neither Party may assign, transfer, delegate, or sublet any interest herein without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Any attempted assignment, transfer, delegation or sublet without prior written consent shall be void. The waiver by either Party of any breach of any requirement of this agreement shall not be deemed to be a waiver of any other breach.

**Section 9. EMPLOYMENT STATUS OF CONSULTANT.**

Consultant shall, during the entire term of this agreement, be construed to be an independent contractor, and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Consultant performs the work or services that are the subject matter of this agreement; provided, however, that the work or services to be provided by Consultant shall be provided in a manner consistent with the professional standards applicable to such work or services. The sole interest of County is to insure that the work or services shall be rendered and performed in a competent, efficient, and satisfactory manner. Consultant shall be fully responsible for payment of all taxes due to the State of California or the federal government that would be withheld from compensation if Consultant were a County employee. County shall not be liable for deductions for any amount for any purpose from Consultant's compensation. Consultant shall not be eligible for coverage under County's workers' compensation insurance plan nor shall Consultant be eligible for any other County benefit. Consultant must issue W-2 and 941 Forms for income and employment tax purposes, for all of Consultant's assigned personnel under the terms and conditions of this agreement.

**Section 10. INDEMNIFICATION AND LIMITATION OF LIABILITY.**

Indemnification. To the fullest extent permitted by law, Consultant shall indemnify and hold harmless County, its elected officials, officers, employees, agents, and volunteers against all third party claims, suits, actions, costs, expenses (including, but not limited to, actual and reasonable attorney's fees of County Counsel and counsel retained by County, expert fees, litigation costs, and investigation costs), damages, judgments, or decrees for injury to persons, including death, or damage to tangible property (including property of County) to the extent caused by the willful misconduct or negligent acts or negligent omissions of Consultant, or by any of Consultant's subcontractors, or any person employed under Consultant in any capacity occurring while on the County's premises for the provision of the Instrument Services pursuant to this Agreement, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of County. Consultant shall also defend and indemnify County for any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency to the extent that amounts lawfully owed by the Consultant under this agreement are wrongfully charged to the County, and shall defend, indemnify, and hold harmless County with respect to Consultant's "independent contractor" status that would establish a liability on County for failure to make social security deductions or contributions or income tax withholding payments, or any other legally mandated payment that is lawfully owed by Consultant.

Limitation of Liability. To the maximum extent permitted by applicable law, neither party will be liable under any legal theory (including but not limited to contract, negligence, strict liability in tort or warranty of any kind) for any indirect, special, incidental, punitive, multiple, exemplary or consequential damages (including but not limited to costs of cover, lost profits, lost data, loss of business, loss of goodwill or loss of revenue) that a party might incur under this agreement, or that may arise from or in connection with the products or instrument services, even if such party had notice of the possibility of such damages

The provisions of this paragraph are intended to be interpreted as broadly as permitted by applicable law and shall survive the termination, expiration, or cancellation of this agreement.

#### **Section 11. INSURANCE COVERAGE.**

- A. Without limiting Consultant's duties of defense and indemnification, Consultant and any subcontractor shall obtain, from an insurance carrier authorized to transact business in the State of California, and maintain continuously during the term of this agreement Commercial General Liability Insurance, including coverage for owned and non-owned automobiles, and other insurance necessary as set forth herein to protect the County and the public with limits of liability of not less than \$3 million combined single limit bodily injury and property damage (\$2 million limit for automobile liability); such insurance shall be primary as to any other insurance maintained by County, but only to the extent required by written contract.
- B. Consultant and any subcontractor shall obtain and maintain continuously required Workers' Compensation and Employer's Liability Insurance to cover Consultant, subcontractor, Consultant's partner(s), subcontractor's partner(s), Consultant's employees, and subcontractor's(s') employees with an insurance carrier authorized to transact business in the State of California covering the full liability for compensation for injury to those employed by Consultant or subcontractor. Consultant shall provide a certificate of insurance and/or blanket endorsement if requested by County as evidence that the Workers' Compensation carrier waives its right of subrogation against the County, its elected officials, officers, employees, agents, and volunteers which might arise in connection with this agreement. Consultant is aware of the provisions of section 3700 of the Labor Code, which requires every employer to insure against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and Consultant shall comply with such provisions before commencing the performance of the work or the provision of services pursuant to this agreement.
- C. With regard to all insurance coverage required by this agreement:
  - (1) If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, Consultant or subcontractor shall maintain such insurance coverage with an effective date earlier or equal to the effective date of this agreement and continue coverage for a period of three years after the expiration of this agreement and any extensions thereof. In lieu of maintaining post-agreement expiration coverage as specified above, Consultant or



subcontractor may satisfy this provision by purchasing tail coverage for the claims-made policy. Such tail coverage shall, at a minimum, provide the insurance coverage required hereunder for claims received and reported three years after the expiration date of this agreement.

- (2) All insurance (except workers' compensation) shall include a blanket endorsement to the policy of insurance which names *Shasta County, its elected officials, officers, employees, agents, and volunteers as additional insureds, but only to the extent required by written contract.* Such coverage shall not be reduced or canceled without 30 days written prior notice certain to the County. Any available insurance proceeds in excess of the specified minimum limits and coverage pursuant to the terms of this agreement shall be applicable to the Additional Insured, but only to the extent required by written contract. The additional insureds coverage shall be equal to Insurance Service Office endorsement CG 20 10 for on-going operations, and CG 20 37 for completed operations.

- (3) Each insurance policy (except for workers' compensation policies), or a blanket endorsement thereto, shall contain a "separation of insureds" clause which shall read:

"Separation of Insureds.

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each suit insured against whom a claim is made or suit is brought."

- (4) Consultant shall provide the County with a certificate of insurance and blanket endorsement(s) if requested by County as evidence of insurance protection before the effective date of this agreement.
- (5) The insurance coverage required herein shall be in effect at all times during the term of this agreement. In the event any insurance coverage expires at any time during the term of this agreement, Consultant shall provide, at least 10 days prior to said expiration date, a new certificate evidencing insurance coverage as provided for herein for not less than the remainder of the term of this agreement or for a period of not less than one year. In the event Consultant fails to keep in effect at all times insurance coverage as herein provided and a renewal certificate is not provided within 10 days of the expiration of the endorsement or policy amendment certificate in effect at inception of this agreement, County may, in addition to any other remedies it may have, terminate this agreement upon the occurrence of such event.
- (6) If the endorsement or amendment does not reflect the limits of liability provided by the policy of insurance, Consultant shall provide County a certificate of insurance reflecting the limits.
- (7) Any of Consultant's Excess Insurance shall contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the County, but only to the extent required by written contract.

**Section 12. NOTICE OF CLAIM; APPLICABLE LAW; VENUE.**

- A. If any claim for damages is filed with either Party or if any lawsuit is instituted concerning Consultant's performance under this agreement and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect County or Consultant, a Party shall give prompt and timely notice thereof to the other Party. Notice shall be prompt and timely if given within 30 days following the date of receipt of a claim or 10 days following the date of service of process of a lawsuit. This provision shall survive the termination, expiration, or cancellation of this agreement.
- B. Any dispute between the Parties, and the interpretation of this agreement, shall be governed by the laws of the State of California. Any litigation shall be venued in Shasta County.

**Section 13. COMPLIANCE WITH LAWS; NON-DISCRIMINATION.**

- A. Consultant shall observe and comply with all applicable federal, state, and local laws, ordinances, and codes that relate to the work or services to be provided pursuant to this agreement.
- B. Consultant shall not discriminate in employment practices or in the delivery of services on the basis of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, medical condition (including cancer, HIV, and AIDS) physical or mental disability, use of family care leave under either the Family & Medical Leave Act or the California Family Rights Act, or on the basis of any other status or conduct protected by law.
- C. Consultant represents that Consultant is in compliance with and agrees that Consultant shall continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. sections 12101, *et seq.*), the Fair Employment and Housing Act (Government Code sections 12900, *et seq.*), and regulations and guidelines issued pursuant thereto.

**Section 14. ACCESS TO RECORDS; RECORDS RETENTION.**

- A. County, federal, and state officials shall have access to any books, documents, papers, and records of Consultant that are directly pertinent to the subject matter of this agreement for the purpose of auditing or examining the activities of Consultant or County. Except where longer retention is required by federal or state law, Consultant shall maintain all records for five years after County makes final payment hereunder. This provision shall survive the termination, expiration, or cancellation of this agreement.
- B. Consultant shall maintain appropriate records to insure a proper accounting of all funds and expenditures pertaining to the work performed or the services provided pursuant to this agreement. Consultant shall maintain records providing information that account for all funds and expenses related to the provision of services provided pursuant to this agreement. Access to these records shall be provided to County during working days, 8:00 a.m. to 5:00 p.m. and at other times upon reasonable notice by

County, and upon request of state and federal agencies charged with the administration of programs related to the work or services to be provided pursuant to this agreement.

- C. Consultant agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate federal, state, or County audit directly related to the provisions of this agreement. Consultant agrees to repay County the full amount of payment received for duplicate billings, erroneous billings, audit exceptions, or false or deceptive claims. Consultant agrees that County may withhold any money due and recover through any appropriate method any money erroneously paid under this agreement if evidence exists of less than full compliance with this agreement including, but not limited to, exercising a right of set-off against any compensation payable to Consultant.
- D. Any such audit as set forth above is applicable only to the extent required by applicable laws. For site visits, inspection, audit and/or reproduction of Consultant's records, a mutually agreeable non-disclosure agreement must first be signed by Consultant and the auditing entity before the commencement of any inspection, audit and/or reproduction of records.

**Section 15. COMPLIANCE WITH CHILD, FAMILY, AND SPOUSAL SUPPORT REPORTING OBLIGATIONS.**

Consultant's failure to comply with state and federal child, family, and spousal support reporting requirements regarding Consultant's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family, and spousal support obligations shall constitute a default under this agreement. Consultant's failure to cure such default within 90 days of notice by County shall be grounds for termination of this agreement.

**Section 16. LICENSES AND PERMITS.**

Consultant, and Consultant's officers, employees, and agents performing the work or services required by this agreement, shall possess and maintain all necessary licenses, permits, certificates, and credentials required by the laws of the United States, the State of California, the County of Shasta, and all other appropriate governmental agencies, including any certification and credentials required by County. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this agreement and constitutes grounds for the termination of this agreement by County.

**Section 17. PERFORMANCE STANDARDS.**

Consultant shall perform the work or services required by this agreement in accordance with the industry and/or professional standards applicable to Consultant's work or services.

**Section 18. CONFLICTS OF INTEREST.**

Consultant and Consultant's officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property, or source of

income that could be financially affected by or otherwise conflict in any manner or degree with the performance of the work or services required under this agreement.

**Section 19. NOTICES.**

- A. Except as provided in section 6.C. and 6.D. of this agreement (oral notice of termination due to insufficient funding), any notices required or permitted pursuant to the terms and provisions of this agreement shall be given to the appropriate Party at the address specified below or at such other address as the Party shall specify in writing. Such notice shall be deemed given: (1) upon personal delivery; or (2) upon delivery by a nationally recognized overnight courier with delivery confirmation; or (3) if sent by first class mail, postage prepaid, two days after the date of mailing.

If to County:                      Branch Director  
   HHSa Public Health  
   Attn: Contracts Analyst  
   2650 Breslauer Way  
   Redding, CA 96001  
   Phone: 530-229-8408  
   Fax: 530-225-3743

If to Consultant:                      Life Technologies Corporation  
   North American Sales and Service  
   Attn: Service Contract Administration  
   Mailstop: PLE C-1  
   5781 Van Allen Way  
   Carlsbad, CA 92008  
   Phone: 800-955-6288  
   Fax: 925-426-2051

- B. Any oral notice authorized by this agreement shall be given to the persons specified in Section 19.A. and shall be deemed to be effective immediately. Notwithstanding the foregoing, any oral notice given hereunder shall be followed by written notice.
- C. A copy of this Agreement shall accompany all notices.

**Section 20. AGREEMENT PREPARATION.**

It is agreed and understood by the Parties that this agreement has been arrived at through negotiation and that neither Party is to be deemed the Party which created any uncertainty in this agreement within the meaning of section 1654 of the Civil Code.

**Section 21. COMPLIANCE WITH POLITICAL REFORM ACT.**

Consultant shall comply with the California Political Reform Act (Government Code, sections 81000, *et seq.*), with all regulations adopted by the Fair Political Practices Commission pursuant thereto, and with the County's Conflict of Interest Code, with regard to any obligation on the part of Consultant to disclose financial interests and to recuse from influencing any County decision which may affect Consultant's financial interests. If

required by the County's Conflict of Interest Code, Consultant shall comply with the ethics training requirements of Government Code sections 53234, *et seq.*

**Section 22. SEVERABILITY.**

If any portion of this agreement or application thereof to any person or circumstance is declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal or state statute or regulation or County ordinance, the remaining provisions of this agreement, or the application thereof, shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this agreement are severable.

**Section 23. CONFIDENTIALITY.**

During the term of this agreement, both Parties may have access to information that is confidential or proprietary in nature. Both Parties agree to preserve the confidentiality of and to not disclose any such information to any third party without the express written consent of the other Party or as required by law. This provision shall survive the termination, expiration, or cancellation of this agreement.

The confidentiality obligations in this Section shall not apply to information that is:

- (a) in the public domain at the time of its disclosure through no fault of a Party;
- (b) was lawfully in a Party's possession prior to its receipt from the other Party; or
- (c) becomes known to a Party from a third party who is not subject to an obligation of confidentiality.

**Section 24. USE OF COUNTY PROPERTY.**

Consultant shall not use County premises, property (including equipment, instruments, and supplies), or personnel for any purpose other than in the performance of Consultant's obligations under this agreement.

**Section 25. INTELLECTUAL PROPERTY.**

Nothing in this agreement shall be deemed or construed as a license or grant of any intellectual property rights, whether express, implied, by estoppel, or otherwise, by one party to the other party, or to limit a party's rights to enforce such party's patent or other intellectual property rights.

**Section 26. PERSONAL HEALTH INFORMATION.**

Consultant's personnel do not create, use, disclose, intentionally access or provide any functional support for personal data or protected health information ("PHI") while performing the Instrument Services under this Agreement. Access to PHI by Consultant is neither necessary for, nor helpful to, Contractor's performance of its instrument servicing functions.

***SIGNATURE PAGE FOLLOWS***

**IN WITNESS WHEREOF**, County and Consultant have executed this agreement on the dates set forth below. By their signatures below, each signatory represents that he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her execution is made.

**COUNTY OF SHASTA**

Date: \_\_\_\_\_

\_\_\_\_\_  
David A. Kehoe , CHAIRMAN  
Board of Supervisors  
County of Shasta  
State of California

ATTEST:

LAWRENCE G. LEES  
Clerk of the Board of Supervisors

By: \_\_\_\_\_  
Deputy

Approved as to form:

RUBIN E. CRUSE, JR.  
County Counsel

By: Alan B. Cox 3/31/17  
Alan B. Cox  
Deputy County Counsel

**RISK MANAGEMENT APPROVAL**

By: James Johnson 03/30/17  
James Johnson  
Risk Management Analyst

**CONSULTANT**

Date: \_\_\_\_\_

\_\_\_\_\_  
Marlene Wilkie, Contracts Specialist  
Life Technologies Corporation

Tax I.D. #: 33-0373077