

PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF SHASTA AND STERIS CORPORATION

This agreement is entered into between the County of Shasta, through its Health and Human Services Agency Public Health Branch, a political subdivision of the State of California ("County") and STERIS Corporation an Ohio Corporation registered in California ("STERIS") for the purpose of providing preventive maintenance for an Electric Gravity Sterilizer, Serial #033191656 (collectively, the "Parties" and individually a "Party").

Section 1. RESPONSIBILITIES OF STERIS.

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

- A. Provide Platinum comprehensive service for the Electric Gravity Sterilizer, Serial #033191656 ("Equipment") that includes:
 - 1. Equipment Maintenance that meets OEM Recommended Maintenance and Safety Standards.
 - 2. Priority technical support, 24/7, that includes unlimited calls to the STERIS call center, 800-333-8828, and the following response times for unscheduled service calls:
 - i. Initial phone contact with the County within 4 hours, and
 - ii. On-site service within 48 hours.
 - 3. Access to *eservice.steris.com* to schedule and track services, and purchase service parts.
 - 4. Scheduled preventive maintenance during "Normal Working Hours", 8:00 a.m. to 5:00 p.m. local time Monday through Friday, excluding Federal Holidays. Any services not performed during Normal Working Hours shall be billed at \$220 per hour during the term of this Agreement. Travel charges are included in the Platinum Comprehensive Service.
 - 5. Exclusions: The services do not include, and County agrees to pay STERIS at its then prevailing labor rates and parts prices without limitation, for 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, sonic tanks, SYSTEM 1e trays and monochrome display.
 - 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 County's request to perform Services on Equipment which was not available or which could not be located;

- v. Services requested by County 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-Preventative Maintenance Inspection, provided that if County does not wish to bring the Equipment up to normal operating condition, STERIS will delete the equipment from the Equipment List and STERIS will cease to bill the County for the deleted Equipment effective the date it is removed;
 - 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 County 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;
 - xii. Service lines, shut off valves, disconnect switches or other components not a part of the Equipment unless otherwise specified; and
- B. Provide a Warranty Period of 90 days guaranteeing all parts and labor associated with maintenance and repairs performed on the Equipment shall be free from defects and workmanship under normal use and operation. During the Warranty period, STERIS shall repair such defects or replace any defective parts or labor at STERIS' expense. All replacement parts (whether new or reconditioned) shall be of equivalent quality to the parts replaced, and the replaced parts will become the property of STERIS.
- C. Notify County of Recall Alerts for the Electric Gravity Sterilizer, Serial #033191656.
- D. Provide County with copies of all field service corrective maintenance work orders related to the Equipment owned or operated by County.

Section 2. RESPONSIBILITIES OF COUNTY.

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

- A. Compensate STERIS as prescribed in sections 3 and 4 of this agreement and shall monitor the outcomes achieved by STERIS.
- B. Provide STERIS personnel with access to the Equipment for preventive maintenance and scheduled service calls. County shall provide STERIS' representatives with reasonable services such as electrical power, water, etc., for maintenance and/or repairs.
- C. Provide training to all personnel permitted to operate the Equipment and ensure all personnel are adequately trained and supervised when operating equipment.
- D. Ensure the Equipment is operated in compliance with manufacturer's instructions and all applicable laws, rules, regulations and/or standards.
- E. Provide information to STERIS' personnel as to all known hazards or hazardous materials which STERIS' personnel may encounter when working on Equipment and in the environments within which Equipment is located.

Section 3. COMPENSATION.

- A. STERIS shall be paid \$8,988.75 for the period of January 1, 2018, through December 31, 2018, \$8,988.75 for the period of January 1, 2019, through December 31, 2019, and \$8,988.75 for the period of January 1, 2020, through December 31, 2020, for all services described in Section 1.A.1. through 1.A.4. of this agreement. In no event shall compensation for the services described in this section exceed \$26,966.25 during the term of this Agreement
- B. In the event STERIS is called upon to perform services at a time other than Normal Working Hours pursuant to Section 1.A.4., or services such as those listed in Section 1.A.5., the following provisions shall apply: STERIS shall compile detailed cost estimates describing the work to be performed, the number and cost of supplies and parts to be provided, the expected time to completion, the hourly rate and other details and conditions of the repairs. Upon approval of estimate by Shasta County Health and Human Services Agency (HHSA) Director or any HHSA Branch Director designated by the HHSA Director, County shall provide STERIS with written approval for such repairs and/or software support. In no event shall repairs and/or software support described in this section exceed the maximum amount of \$5,400.
- C. In no event shall the maximum amount payable under this agreement exceed \$32,366.25 during the entire term of this agreement.

- D. STERIS's violation or breach of agreement terms may result in fiscal penalties, withholding of compensation, or termination of agreement.
- E. Prorated payment. If the term begins (or ends) on other than the first (or last) day of the calendar month, the payment for the partial month shall be prorated on a per diem basis based upon the number of days of access/services during the month.

Section 4. BILLING AND PAYMENT.

- A. Pursuant to Section 3.A., STERIS shall submit to Fiscal Unit, Shasta County Health & Human Services Agency, P.O. Box 496005, Redding, CA 96049-6005, annually, on or after January 1 of each calendar year, an invoice for the maintenance agreement as described in Section 1.A.1. through 1.A.4. For additional or after hour services such as those listed in Section 1.A.5., an itemized statement of services rendered shall be submitted by the 15th of the month, for the prior month's service. County shall make payment within 30 days of receipt of STERIS's correct and approved statement or invoice.
- B. Compensation under this agreement shall be reduced by applicable contractor revenues. The term "applicable contractor revenues" refers to those receipts or reductions in expenditures or costs which operate to offset or reduce expense or cost items that are allocable to STERIS's compensation under this agreement (such as but not limited to: purchase discounts, rebates or allowances, insurance refunds and adjustments or overpayment, or other erroneous charges). To the extent that applicable contractor revenues, accruing or received by STERIS relate to allowable costs, they shall be credited to County either as a reduction, or a cash refund, as appropriate.
- C. Should County, or the state or federal government, disallow any amount claimed by STERIS, STERIS shall reimburse County, or the state or federal government, as directed by County, or the state or federal government as directed by County, or the state or federal government, for such disallowed cost.

Section 5. TERM OF AGREEMENT.

- A. This agreement shall commence as of January 1, 2018, and shall end December 31, 2020.
- 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 STERIS in writing of such non-appropriation at the earliest possible date.

Section 6. TERMINATION OF AGREEMENT.

- A. If STERIS materially fails to perform STERIS's responsibilities under this agreement to the satisfaction of County, or if STERIS fails to fulfill in a timely and professional manner STERIS's responsibilities under this agreement, or if STERIS violates any of the terms or provisions of this agreement, then County shall have the right to terminate this agreement for cause effective immediately upon the County giving written notice thereof to STERIS. If termination for cause is given by County to STERIS and it is later determined that STERIS 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 may terminate this agreement without cause on 30 days written notice to STERIS.
- C. County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased during the term of this agreement.
- D. County's right to terminate this agreement may be exercised by the Shasta County Board of Supervisors, the Shasta County Executive Officer, or the Shasta County Health and Human Services Agency (HHSA) Director or any HHSA Branch Director designated by the HHSA Director.
- E. Should this agreement be terminated, STERIS shall promptly provide to County any and all finished and unfinished reports, data, studies, photographs, charts, and other documents prepared by STERIS pursuant to this agreement.
- F. If this agreement is terminated, STERIS 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. STERIS shall be entitled to no other benefits other than those specified herein. STERIS specifically acknowledges that in entering into and executing this agreement, STERIS 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. However, minor amendments, including retroactive, 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 STERIS and Shasta County Health and Human Services Agency (HHSA) Director, or any HHSA Branch Director or HHSA Deputy Branch Director as 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 Steris, Steris may not assign, transfer, delegate, or sublet any interest herein without the prior written consent of County. The waiver by County 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 STERIS.

STERIS 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 STERIS performs the work or services that are the subject matter of this agreement; provided, however, that the work or services to be provided by STERIS 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. STERIS 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 STERIS were a County employee. County shall not be liable for deductions for any amount for any purpose from STERIS's compensation. STERIS shall not be eligible for coverage under County's workers' compensation insurance plan nor shall STERIS be eligible for any other County benefit. STERIS must issue W-2 and 941 Forms for income and employment tax purposes, for all of STERIS's assigned personnel under the terms and conditions of this agreement.

Section 10. INDEMNIFICATION.

To the fullest extent permitted by law, STERIS shall indemnify and hold harmless County, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including, but not limited to, reasonable attorney's fees of County Counsel and counsel retained by County, expert fees, litigation costs, and investigation costs), damages, judgments, or decrees arising from the work or the provision of services undertaken pursuant to this agreement by STERIS, or by any of STERIS's subcontractors, any person employed under STERIS, or under any subcontractor, or in any capacity, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of County. STERIS shall also, at STERIS' own expense, defend the County, its elected

officials, officers, employees, agents, and volunteers, against any claim, suit, action, or proceeding brought against County, its elected officials, officers, employees, agents, and volunteers, arising from the work or the provision of services undertaken pursuant to this agreement by STERIS, or any of STERIS' s subcontractors, any person employed under STERIS, or under any Subcontractor, or in any capacity. STERIS 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 and shall defend, indemnify, and hold harmless County with respect to STERIS' "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. The provisions of this paragraph are intended to be interpreted as broadly as permitted by applicable law. This provision shall survive the termination, expiration, or cancellation of this agreement.

Section 11. INSURANCE COVERAGE.

- A. Without limiting STERIS' s duties of defense and indemnification, STERIS 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 coverage necessary to protect County and the public with limits of liability of not less than \$1 million per occurrence; such insurance shall be primary as to any other insurance maintained by County.
- B. STERIS and any subcontractor shall obtain and maintain continuously required Workers' Compensation and Employer's Liability Insurance to cover STERIS, subcontractor, STERIS' partner(s), subcontractor's partner(s), STERIS' s employees, and subcontractor' (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 STERIS or subcontractor. Each such policy shall be endorsed to state that the Workers' Compensation carrier waives its right of subrogation against *County, its elected officials, officers, employees, agents, and volunteers* which might arise in connection with this agreement. STERIS hereby certifies that STERIS 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 STERIS shall comply with such provisions before commencing the performance of the work or the provision of services pursuant to this agreement.
- C. STERIS shall obtain and maintain continuously a policy of Errors and Omissions coverage with limits of liability of not less than \$1 million per occurrence
- D. STERIS shall require subcontractors to furnish satisfactory proof to County that liability and workers' compensation and other required types of insurance have been

obtained and are maintained similar to that required of STERIS pursuant to this agreement.

E.. With regard to all insurance coverage required by this agreement:

- (1) Any deductible or self-insured retention exceeding \$25,000 for STERIS or subcontractor shall be disclosed to and be subject to approval by the County Risk Manager prior to the effective date of this agreement.
- (2) If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, STERIS 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, STERIS 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.
- (3) All insurance (except workers' compensation and professional liability) shall include an endorsement or an amendment to the policy of insurance which names *County, its elected officials, officers, employees, agents, and volunteers as additional insureds*. In the event that coverage is reduced or canceled, a notice of said reduction or cancellation shall be provided to County within 24 hours. 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. 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.
- (4) Each insurance policy (except for workers' compensation and professional liability policies), or an 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."

- (5) STERIS shall provide County with an endorsement or amendment to STERIS' policy of insurance as evidence of insurance protection before the effective date of this agreement.
- (6) 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, STERIS shall provide County, at least 20 days prior to said expiration date, a new endorsement or policy amendment 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 STERIS fails to keep in effect at all times insurance coverage as herein provided and a renewal endorsement or policy amendment is not provided within 10 days of the expiration of the endorsement or policy amendment 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.
- (7) If the endorsement or amendment does not reflect the limits of liability provided by the policy of insurance, STERIS shall provide County a certificate of insurance reflecting those limits.
- (8) Any of STERIS's Excess Insurance shall contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of County.

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

- A. If any claim for damages is filed with STERIS or if any lawsuit is instituted concerning STERIS's performance under this agreement and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect County, STERIS shall give prompt and timely notice thereof to County. 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. STERIS shall observe and comply with all applicable present and future federal laws, state laws, local laws, codes, rules, regulations, and/or orders that relate to the work or services to be provided pursuant to this agreement.
- B. STERIS 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. STERIS represents that STERIS is in compliance with and agrees that STERIS 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.
- D. No funds or compensation received by STERIS under this agreement shall be used by STERIS for sectarian worship, instruction, or proselytization. No funds or compensation received by STERIS under this agreement shall be used to provide direct, immediate, or substantial support to any religious activity.
- E. In addition to any other provisions of this agreement, STERIS shall be solely responsible for any and all damages caused, and/or penalties levied, as the result of STERIS' noncompliance with the provisions of this section.

Section 14. ACCESS TO RECORDS; RECORDS RETENTION.

- A. County, federal, and state officials shall have access to any books, documents, papers, and records of STERIS that are directly pertinent to the subject matter of this agreement for the purpose of auditing or examining the activities of STERIS or County. Except where longer retention is required by federal or state law, STERIS 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. STERIS 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. STERIS 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. STERIS 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. STERIS agrees to repay County the full amount of payment received for duplicate billings, erroneous billings, audit exceptions, or false or deceptive claims. STERIS 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 STERIS.

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

STERIS's failure to comply with state and federal child, family, and spousal support reporting requirements regarding STERIS'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. STERIS' 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.

STERIS, and STERIS'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.

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

Section 18. CONFLICTS OF INTEREST.

STERIS and STERIS'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. 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) if sent by first class mail, postage prepaid, two days after the date of mailing.

If to County: Director of Public Health Branch
Attn: Contract Unit
2650 Breslauer Way
Redding, CA 96002

Telephone: (530) 225-3761

Fax: (530) 225-3743

If to STERIS:

Vice-President, North American Service

STERIS Corporation

5960 Heisley Road

Mentor, OH 44060-1834

Telephone: 800-548-4873

Fax: 440-392-8932

- A. 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.
- B. Unless otherwise stated in this agreement, any written or oral notices on behalf of the County as provided for in this agreement may be executed and/or exercised by the County Executive Officer.

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.

STERIS 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 STERIS to disclose financial interests and to recuse from influencing any County decision which may affect STERIS' financial interests. If required by the County's Conflict of Interest Code, STERIS shall comply with the ethics training requirements of Government Code sections 53234, *et seq.*

Section 22. PROPERTY TAXES.

STERIS represents and warrants that STERIS, on the date of execution of this agreement, (1) has paid all property taxes for which STERIS is obligated to pay, or (2) is current in payments due under any approved property tax payment arrangement. STERIS shall make timely payment of all property taxes at all times during the term of this agreement.

Section 23. 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 24. COUNTY'S RIGHT OF SETOFF.

To the fullest extent permitted by law, County shall have the right but not the obligation, to setoff, in whole or in part, against any compensation owed to STERIS or any of its subsidiaries under any contract with the County, any amount of any Federal or State audit liability owed by or claimed or asserted against the County or any amounts owed to County by STERIS or its subsidiaries.

Section 25. 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.

Section 26. SCOPE AND OWNERSHIP OF WORK.

All research data, reports, and every other work product of any kind or character arising from or relating to this agreement shall become the property of the County and be delivered to the County upon completion of its authorized use pursuant to this agreement. County may use such work products for any purpose whatsoever. All works produced under this agreement shall be deemed works produced by a contractor for hire, and all copyright with respect thereto shall vest in the County without payment of royalty or any other additional compensation. Notwithstanding anything to the contrary contained in this agreement, STERIS shall retain all of STERIS's rights in STERIS' own proprietary information, including, without limitation, STERIS' methodologies and methods of analysis, ideas, concepts, expressions, know how, methods, techniques, skills, knowledge, and experience possessed by STERIS prior to, or acquired by STERIS during the performance of this agreement and STERIS shall not be restricted in any way with respect thereto.

Section 27. USE OF COUNTY PROPERTY.

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

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, County and STERIS 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: _____

LES BAUGH, CHAIRMAN
Board of Supervisors
Shasta County
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

Alan B. Cox
Deputy County Counsel III

RISK MANAGEMENT APPROVAL

James Johnson
Risk Management Analyst III

STERIS

Date: _____

By: Laura M Mather 4-15-18
Laura Mather
Vice President
Service Administration and Operations

Tax I.D.#: 31-1482024