



Sales Rep Name: Eric Smith
ProCare Service Rep: Jay Gray & Gary Patterson

3800 E. Centre Ave
Portage, MI 49009

Date: 8/19/2021
ID #: 210729125454

PROCARE PROPOSAL SUBMITTED TO:

Billing Acc Num:
Shipping Acct Num: 1292963
Account Name: Clay County, a political subdivision of the State of Florida
Account Address: 2519 State Rd 16 W
City, State Zip: Green Cove Springs, FL 32043

Name: Charles Leroy
Title: Battalion Chief
Phone: 904-541-5378
Email: charles.leroy@claycountygov.com

PROCARE COVERAGE

Item No.	Model Number	Model Description	ProCare Program	Qty	Yrs	Effective Dates	Total
1	LP1000	LifePak 1000	LP1000 Prevent Onsite	13	1	10/1/21-9/30/22	\$7,644.00
2	LP15	LifePak 15	LP15 Prevent Onsite	50	1	10/1/21-9/30/22	\$90,000.00
3	LP1000	LifePak 1000	LP1000 PM Only Onsite	4	1	10/1/21-9/30/22	\$1,584.00
4	LUCAS	LUCAS	LUCAS Prevent Onsite	20	1	10/1/21-9/30/22	\$22,464.00
5	6390	Power-LOAD	EMS Prevent	15	1	10/1/21-9/30/22	\$23,887.80
6	6506	Power Cots	EMS Prevent	15	1	10/1/21-9/30/22	\$17,002.20
7	6506	Power Cots	EMS PM Only	7	1	10/1/21-9/30/22	\$1,743.00

PROGRAM INCLUDES:

EMS Prevent:

*Includes parts, labor, travel
*Includes 1 annual PM inspection
*Includes unscheduled service
*Includes battery replacement
*Includes product equipment checklists.
*Replacement parts do not include mattresses, and other Disposable or expendable parts.

EMS PM Only:

*Includes 1 annual PM only.

LUCAS Prevent Onsite:

- Update software to the most current version
 - Check all batteries and battery pins
 - Inspect the integrity of accessories and recommend replacement as needed
 - Test linear sensor and recalibrate if needed
 - Lubricate and adjust mechanical parts, including compression module and claw lock
 - Clean hood, fan, intake and bellows
 - Perform functional test on all mechanical components and electronics
 - Computer-aided diagnostics
 - Replacement of LUCAS Disposable suction cup, LUCAS Patient Straps, or LUCAS Stabilization Strap, as deemed necessary by Stryker
 - Repairs (parts and labor) to restore equipment to manufacturer specifications
 - Replace up to 2 LUCAS chest compression system batteries in accordance with the Instructions for Use or upon battery failure*
 - LUCAS Battery Desk-Top Charger, LUCAS Aux Power Supply, LUCAS Car Cable repair or replacement as deemed necessary by Stryker*
 - Replacement of LUCAS Disposable suction cup, LUCAS Patient Straps, or LUCAS Stabilization Strap
- **(Onsite Repairs or Depot Depending on Agreement) **

LP15 Prevent Onsite:

- Update software to the most current version
 - Check all batteries and battery pins
 - Inspect the integrity of accessories and recommend replacement as needed
 - Test the integrity of all cables and recommend replacement as needed
 - Electrical safety check in accordance with NFPA guidelines
 - Computer-aided diagnostics to test 30 device dimensions and verify the unit functions accurately, from waveform shape and defibrillation energy to pacing current and capnography readings (if present)
 - Check electrode expiration dates and recommend replacement as needed
 - Check printer operation and trace quality
 - Repairs (parts and labor) to restore equipment to manufacturer specifications
 - LIFEPAK battery-charger repair or replacement as deemed necessary by Stryker*
 - Power-adaptor repair or replacement
 - Replace up to 3 lithium-ion batteries in accordance with the device operating instructions or upon failure*
 - Replace up to 1 coin cell memory battery in accordance with the device operating instructions or upon failure*
 - Replacement of protective display shield, corner bumper guards, CO2 connector cover, shoulder strap, handle, device labels, and battery pins as deemed necessary by Stryker at time of annual inspection.
- **(Onsite Repairs or Depot Depending on Agreement) **

LP1000 PM Only Onsite:

- Update software to the most current version
- Check all batteries and battery pins
- Inspect the integrity of accessories and recommend replacement as needed
- Test the integrity of all cables and recommend replacement as needed
- Electrical safety check in accordance with NFPA guidelines
- Computer-aided diagnostics to verify the unit functions accurately, including waveform shape and defibrillation energy
- Replace up to 1 battery pack in accordance with the device operating instructions or upon battery failure
- Replace 1 set of expired adult therapy electrodes at scheduled time of service

**(Onsite PM or Depot Depending on Agreement) **

LP1000 Prevent Onsite:

- Update software to the most current version
- Check all batteries and battery pins
- Inspect the integrity of accessories and recommend replacement as needed
- Test the integrity of all cables and recommend replacement as needed
- Electrical safety check in accordance with NFPA guidelines
- Computer-aided diagnostics to verify the unit functions accurately, including waveform shape and defibrillation energy
- Replace up to 1 battery pack in accordance with the device operating instructions or upon battery failure
- Replace 1 set of expired adult therapy electrodes at scheduled time of service
- Repairs (parts and labor) to restore equipment to manufacturer specifications

**(Onsite Repairs or Depot Depending on Agreement) **

Payment is subject to the Florida Prompt Payment Act which requires payment in 45 days.

ProCare Total

\$164,325.00

FINAL TOTAL

\$164,325.00

Start Date: 10/1/2021

End Date: 9/30/2022

Stryker Signature

Date

Customer Signature

Date

Mike Cella, Chairman

ATTEST:

Tara S. Green

Clay County Clerk of Court and Comptroller
Ex Officio Clerk to the Board

Purchase Order Number

If contract is over \$5,000 please send hard copy PO

COMMENTS:

Please email signed Proposal and Purchase Order to procarecoordinators@stryker.com.

**Quote pricing valid for 30 days.

*** The Terms and Conditions of this quote and any subsequent purchase order of the Customer are governed by the Terms and Conditions located at <https://techweb.stryker.com> which have been modified for Clay County and are attached hereto as Exhibit A along with Clay County's Standard Addendum to all Contracts and Agreements and Scrutinized Companies Certification which are attached hereto as Exhibits B and C. These exhibits are incorporated herein by reference.**

SERIAL NUMBER SHEET

Item No.	Model	Serial Number	Program
1	LP1000	36254494	LP1000 Prevent Onsite
2	LP1000	36254495	LP1000 Prevent Onsite
3	LP1000	36254496	LP1000 Prevent Onsite
4	LP1000	36254497	LP1000 Prevent Onsite
5	LP1000	38972633	LP1000 Prevent Onsite
6	LP1000	38972634	LP1000 Prevent Onsite
7	LP1000	38972635	LP1000 Prevent Onsite
8	LP1000	38972636	LP1000 Prevent Onsite
9	LP1000	38972637	LP1000 Prevent Onsite
10	LP1000	38972638	LP1000 Prevent Onsite
11	LP1000	38972639	LP1000 Prevent Onsite
12	LP1000	38972640	LP1000 Prevent Onsite
13	LP1000	41100932	LP1000 Prevent Onsite
14	LP15	43690549	LP15 Prevent Onsite
15	LP15	43839197	LP15 Prevent Onsite
16	LP15	43860119	LP15 Prevent Onsite
17	LP15	43860261	LP15 Prevent Onsite
18	LP15	45325303	LP15 Prevent Onsite
19	LP15	45331883	LP15 Prevent Onsite
20	LP15	45336553	LP15 Prevent Onsite
21	LP15	45354818	LP15 Prevent Onsite
22	LP15	45355910	LP15 Prevent Onsite
23	LP15	45357169	LP15 Prevent Onsite
24	LP15	45357202	LP15 Prevent Onsite
25	LP15	45357270	LP15 Prevent Onsite
26	LP15	45357288	LP15 Prevent Onsite
27	LP15	45357329	LP15 Prevent Onsite
28	LP15	45357459	LP15 Prevent Onsite
29	LP15	45357486	LP15 Prevent Onsite
30	LP15	45357501	LP15 Prevent Onsite
31	LP15	45357502	LP15 Prevent Onsite
32	LP15	45357581	LP15 Prevent Onsite
33	LP15	45357602	LP15 Prevent Onsite
34	LP15	45363293	LP15 Prevent Onsite
35	LP15	45363338	LP15 Prevent Onsite
36	LP15	45363455	LP15 Prevent Onsite
37	LP15	45363578	LP15 Prevent Onsite
38	LP15	45366042	LP15 Prevent Onsite
39	LP15	45366087	LP15 Prevent Onsite
40	LP15	46011377	LP15 Prevent Onsite
41	LP1000	46261524	LP1000 PM Only Onsite
42	LP1000	46261525	LP1000 PM Only Onsite
43	LP1000	46261528	LP1000 PM Only Onsite
44	LP1000	46261529	LP1000 PM Only Onsite
45	LP15	46863738	LP15 Prevent Onsite
46	LP15	46864577	LP15 Prevent Onsite
47	LP15	48828321	LP15 Prevent Onsite
48	LP15	48949878	LP15 Prevent Onsite
49	LP15	48949896	LP15 Prevent Onsite
50	LP15	48949947	LP15 Prevent Onsite
51	LP15	48949975	LP15 Prevent Onsite
52	LP15	48950009	LP15 Prevent Onsite
53	LP15	48950033	LP15 Prevent Onsite
54	LP15	48950048	LP15 Prevent Onsite
55	LP15	48950234	LP15 Prevent Onsite
56	LP15	48950266	LP15 Prevent Onsite
57	LP15	48950312	LP15 Prevent Onsite
58	LP15	48950339	LP15 Prevent Onsite
59	LP15	48950357	LP15 Prevent Onsite
60	LP15	48950379	LP15 Prevent Onsite
61	LP15	48950406	LP15 Prevent Onsite

62	LP15	48950422	LP15 Prevent Onsite
63	LP15	48950436	LP15 Prevent Onsite
64	LP15	48950451	LP15 Prevent Onsite
65	LP15	48950481	LP15 Prevent Onsite
66	LP15	48950536	LP15 Prevent Onsite
67	LP15	48950559	LP15 Prevent Onsite
68	LUCAS	3520P998	LUCAS Prevent Onsite
69	LUCAS	3520P999	LUCAS Prevent Onsite
70	LUCAS	3520Q408	LUCAS Prevent Onsite
71	LUCAS	3520Q409	LUCAS Prevent Onsite
72	LUCAS	3520Q410	LUCAS Prevent Onsite
73	LUCAS	3520Q411	LUCAS Prevent Onsite
74	LUCAS	3520Q412	LUCAS Prevent Onsite
75	LUCAS	3520Q413	LUCAS Prevent Onsite
76	LUCAS	3520Q414	LUCAS Prevent Onsite
77	LUCAS	3520Q415	LUCAS Prevent Onsite
78	LUCAS	3520Q416	LUCAS Prevent Onsite
79	LUCAS	3520Q432	LUCAS Prevent Onsite
80	LUCAS	3520Q433	LUCAS Prevent Onsite
81	LUCAS	3520Q434	LUCAS Prevent Onsite
82	LUCAS	3520Q435	LUCAS Prevent Onsite
83	LUCAS	3520Q436	LUCAS Prevent Onsite
84	LUCAS	3520Q437	LUCAS Prevent Onsite
85	LUCAS	3520Q438	LUCAS Prevent Onsite
86	LUCAS	3520Q439	LUCAS Prevent Onsite
87	LUCAS	3520Q441	LUCAS Prevent Onsite
88	6390	1907012400250	EMS Prevent
89	6390	1908012400026	EMS Prevent
90	6390	1908012400027	EMS Prevent
91	6390	1908012400028	EMS Prevent
92	6390	1910012400112	EMS Prevent
93	6390	2018012400558	EMS Prevent
94	6390	2018012400644	EMS Prevent
95	6390	2018012400645	EMS Prevent
96	6506	070739192	EMS Prevent
97	6506	090140998	EMS Prevent
98	6506	090140998	EMS Prevent
99	6506	120941196	EMS Prevent
100	6506	160540411	EMS Prevent
101	6506	170841836	EMS Prevent
102	6506	180139820	EMS Prevent
103	6506	180839362	EMS Prevent
104	6506	180839363	EMS Prevent
105	6506	180839364	EMS Prevent
106	6506	1908003500695	EMS Prevent
107	6506	1908003500696	EMS Prevent
108	6506	1908003500697	EMS Prevent
109	6506	1908003500698	EMS Prevent
110	6390	2009012400004	EMS Prevent
111	6390	2009012400006	EMS Prevent
112	6390	2009012400007	EMS Prevent
113	6390	2009012400008	EMS Prevent
114	6390	2009012400010	EMS Prevent
115	6390	2009012400011	EMS Prevent
116	6390	2009012400012	EMS Prevent
117	6506	1910003500325	EMS Prevent
118	6506	2008003500289	EMS PM Only
119	6506	2008003500290	EMS PM Only
120	6506	2008003500291	EMS PM Only
121	6506	2008003500292	EMS PM Only
122	6506	2008003500293	EMS PM Only
123	6506	2008003500294	EMS PM Only
124	6506	2008003500295	EMS PM Only

Purchase Order Form



Account Manager _____
Cell Phone _____

Purchase Order Date _____
Expected Delivery Date _____
Stryker Quote Number 210729125454

Check box if Billing same as Shipping ☐

BILL TO		CUSTOMER #
Billing Account Num	0	
Company Name		
Contact or Department		
Street Address		
Addt'l Address Line		
City, ST ZIP		
Phone		

SHIP TO		CUSTOMER #
Shipping Account Num	1292963	
Company Name	Clay County Fire-Rescue	
Contact or Department	Charles Leroy	
Street Address	2519 State Rd 16 W	
Addt'l Address Line		
City, ST ZIP	Green Cove Springs, FL 32043	
Phone	904-541-5378	

Authorized Customer Initials _____

Authorized Customer Initials _____

DESCRIPTION	QTY	TOTAL
REFERENCE QUOTE		

Accounts Payable Contact Information

Name _____
Email _____
Phone _____

Authorized Customer Signature

Printed Name _____
Title _____
Signature _____
Date _____

Attachment Stryker Quote Number 210729125454

LIFEPAK® 15 service

Stryker has been notified by our global parts providers that some components used on certain LIFEPAK 15 monitor/defibrillator models (Part Numbers beginning with V15-2) are no longer available in the market. Service on the LIFEPAK 15 with Part Number beginning with v15-5 or v15-7 is unaffected.

Stryker will continue to offer service support for this subset of the LIFEPAK 15 as follows:

- All service parts with available inventory can be purchased by our end users
- Transactional service (time and material) is available for non-contract customers
 - o If a component has failed on your device, your local Sales Representative should be contacted for support
- Contractual service
 - o Stryker will continue to offer contractual service on a yearly basis only
 - o Preventive maintenance will continue to be done on devices less than eight (8) years old. After this point, we will cease to conduct preventative maintenance and shift to device inspections
 - o If a component fails on your device, please contact your local Sales Representative for support. A pro-rated credit for any pre-paid service will be provided should a unit become non-serviceable due to part availability

It is important to note that the LIFEPAK 15 has an expected life of eight (8) years from the date of manufacture. If you are uncertain of the manufacture date of your products, please contact your local Sales Representative for a full fleet assessment.

We want to ensure the highest quality products and services for our customers. As such, it is important to know that Stryker is the only FDA-approved service provider for our products. We do not contract with third party service providers, nor will we be providing them with any additional parts for these repairs. As such, we cannot guarantee the safety and efficacy of any device that is repaired by a third-party service agency.

Exhibit A

ProCare - PRODUCT SERVICE PLAN AGREEMENT CLAY COUNTY (FL)

This document sets forth the entire Product Service Plan Agreement ("Agreement") between Stryker Sales Corporation, through its Medical Division, hereinafter referred to as "Stryker", and the Organization, Institution, Facility or Municipality named on the face of the ProCare Proposal, hereinafter, referred to as the "Customer". This is the entire Agreement and no other oral modifications are valid. This Agreement shall remain in effect unless canceled or modified by either party according to the following terms and conditions. Stryker accepts Customer's order expressly conditioned on Customer's assent to the terms set forth in this document. Customer's order and acceptance of any portion of the services shall confirm Customer's acceptance of these terms. Unless specified otherwise herein, these terms constitute the complete agreement between the parties. Amendments to this document shall be in writing and no prior or subsequent acceptance by Stryker of any purchase order, acknowledgment, or other document from Customer specifying different and/or additional terms shall be effective unless signed by both parties except for the Customer's Standard Addendum to All Contracts and Scrutinized Companies Certification, which are incorporated herein by reference.

1. SERVICE COVERAGE AND TERM

Stryker shall provide to Customer the services (the "Services") as defined on Page 1 of the Stryker Proposal as the equipment ProCare Program(s) (hereinafter each, a "Service Plan"). The equipment covered under said Service Plan is set forth on the Equipment Schedule attached to the Proposal (the "Equipment"). The Services and the Service Plan(s) are ancillary to and not a complete substitute for the requirements of Customer to adhere to the routine maintenance instructions provided by Stryker, its equipment and operations manuals, and accompanying labels and/or inserts for the Equipment. Customer covenants and agrees that its personnel will follow the instructions and contents of those manuals, labels and inserts. When Equipment or a component is replaced, the item provided in replacement will be the Customer's property (if Customer owns the Equipment) and the replaced item will be Stryker's property. The Service Plan(s) coverage, term, start date, and price of the Services appear on the face of the Stryker Proposal. The Agreement shall not automatically renew but shall be extended only upon subsequent agreement of the parties.

2. EQUIPMENT SCHEDULE CHANGES. During the Term of the Agreement and upon each party's written consent, additional Equipment may be included in the Exhibit A. All additions are subject to the terms and conditions contained herein. The parties shall mutually agree that Stryker shall adjust the charges and modify the Equipment Schedule to reflect any additions.

3. INSPECTION SCHEDULING

Service inspections will be scheduled in advance at a mutually agreed upon time for such period of time as is reasonably necessary to complete the Services. Equipment not made available at the specified time will be serviced at the next scheduled service inspection unless specific arrangements are made with Stryker. Such arrangements will include travel and other special charges at Stryker's then current rates.

4. INSPECTION ACTIVITY

On each scheduled service inspection, Stryker's Service Representative will inspect each available item of Equipment as required in accordance with Stryker's then current maintenance procedures for said Equipment. If there is any discrepancy or questions on the number of inspections, price, or Equipment, the parties mutually agree to review and amend this Agreement.

5. CUSTOMER OBLIGATIONS

Customer shall use commercially reasonable efforts to cooperate with Stryker in connection with Stryker's performance of the Services. Customer understands and acknowledges that Stryker Service Representatives will not provide surgical or medical advice, will not practice surgery or medicine, will not come in physical contact with the patient, will not enter the "sterile field" at any time, and will not direct equipment or instruments that come in contact with the patient during surgery. Customer's personnel will refrain from requesting Stryker Service Representatives to take any actions in violation of these requirements or in violation of applicable laws, rules or regulations, Customer policies, or the patient's informed consent. A refusal by Stryker Service Representatives to engage in such activities shall not be a breach of this Agreement. Customer consents to the presence of Stryker Service Representatives in its operating rooms, where applicable, in order for Stryker to provide Services under this Agreement and represents that it will obtain all necessary consents from patients.

6. SERVICE INVOICING

Invoices will be sent on the agreed payment method. All prices are exclusive of state and local use, sales or similar taxes. In states assessing upfront sales and use tax, Customer's payments will be adjusted to include all applicable sales and use tax amortized over the Service Plan term using a rate that preserves for Stryker, its affiliates and /or assigns, the intended economic yield for the transaction described in this Agreement. All invoices issued under this Agreement shall be paid in accordance with the Local Government Prompt Payment Act and are to be paid within forty-five (45) days of the date of the invoice, or the minimum period as may be established under the Customer's state- mandated regulations. Failure to comply with Net 45 Day (or state regulated) terms will constitute breach of contract and future Service will only be made on a prepaid or COD basis, or until the previous obligation is satisfied, or both. Stryker reserves the right, with no liability to Stryker, to cancel any contract on the basis of payment default for any previous equipment or service provided by Stryker or any of its affiliates. The parties acknowledge that, as a local government agency, Customer is exempt from all state or local use, sales or similar taxes on the services provided in this Agreement.

7. PRICE CHANGES

The Service prices specified herein are those in effect as of the date of acceptance of this Agreement and will continue in effect throughout the term of the Service Plan.

8. INITIAL INSPECTION

This Agreement shall be applicable only to such Equipment as listed in the Equipment Schedule, which has been determined by a Stryker's Representative to be in good operating condition upon his/her initial inspection thereof.

9. MAINTENANCE INSPECTION

This Agreement may include products which are beyond their warranty period and tested expected service life. Any such product will be inspected to determine if the product meets the operations and maintenance manual guidelines for that particular product as of the date of inspection. Despite any such inspection, Stryker makes no claims or assurances as to future performance, including no express or implied warranty, for any product which was inspected outside of its warranty period or beyond its tested expected service life.

10. SERVICE PLAN WARRANTY AND LIMITATIONS

Stryker represents and warrants that the Services shall be performed in a workmanlike manner and with professional diligence and skill. Services will comply with all applicable laws and regulations. During the term of the Service Plan, Stryker will maintain the Equipment in good working condition. Notwithstanding any other provision of this Agreement, the Service Plan does not include repairs or other services made necessary by or related to, the following: (1) abnormal wear or damage caused by misuse or by failure to perform normal and routine maintenance as set out in the Stryker maintenance manual or operating instructions. (2) accidents (3) catastrophe (4) acts of god (5) any malfunction resulting from faulty maintenance, improper repair, damage and/or alteration by non-Stryker authorized personnel (6) Equipment on which any original serial numbers or other identification marks have been removed or destroyed; or (7) Equipment that has been repaired with any unauthorized or non-Stryker components. In addition, in order to ensure safe operation of the Equipment, only Stryker accessories should be used. Stryker reserves the right to invalidate the Service Plan if Equipment is used with accessories not manufactured by Stryker.

TO THE FULLEST EXTENT PERMITTED BY LAW, THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION ARE THE ONLY WARRANTIES APPLICABLE TO THE SERVICES AND ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTY BY STRYKER, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.

11. WAIVER EXCLUSIONS

No failure to exercise and no delay by Stryker in exercising any right, power or privilege hereunder shall operate as a waiver thereof. No waiver of any breach of any provision by Stryker shall be deemed to be a waiver by Stryker of any preceding or succeeding breach of the same or any other provision. No extension of time by Stryker for performance of any obligations or other acts hereunder or under any other agreement shall be deemed to be an extension of time for performances of any other obligations or any other acts by Stryker.

12. LIMITATION OF LIABILITY

EXCEPT FOR THIRD PARTY DAMAGES RELATED TO STRYKER'S INDEMNITY OBLIGATIONS UNDER SECTION 13, STRYKER'S LIABILITY ARISING UNDER THIS AGREEMENT WILL NOT EXCEED THE AMOUNT OF SERVICE FEES PAID UNDER THE SERVICE PLAN DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE. IN NO INSTANCE WILL STRYKER BE LIABLE TO CUSTOMER FOR INCIDENTAL, PUNITIVE, SPECIAL, COVER, EXEMPLARY, MULTIPLIED OR CONSEQUENTIAL DAMAGES OR ATTORNEYS' FEES OR COSTS FOR ANY ACTIONS UNDER OR RELATED TO THIS AGREEMENT.

13. INDEMNIFICATION

Stryker shall indemnify and hold harmless Customer from any loss or damage brought by a third party which Customer may suffer directly as a result of the gross negligence or willful misconduct of Stryker or its employees or agents in the course of providing Services. The foregoing indemnification will not apply to any liability arising from: (i) an injury or damage due to the negligence of any person other than Stryker's employee or agent; (ii) the failure of any person other than Stryker's employee or agent to follow any instructions outlined in the labeling, manual, and/or instructions for use of the Equipment; (iii) the use of any equipment or part not purchased from Stryker or any equipment or any part thereof that has been modified, altered or repaired by any person other than Stryker's employee or agent; or (iv) any actions taken or omissions made by any Stryker employee while under the direction or control of Customer's staff. To the extent permitted by state or local laws or regulations, Customer agrees to hold Stryker harmless from and indemnify Stryker for any claims or losses or injuries arising from (i)-(iv) above resulting from Customer's or its employees' or agents' actions.

14. TERM AND TERMINATION

The Agreement shall commence on the date indicated on Page 1 of the Stryker Proposal entered into between the parties and shall continue until the end of the effective date indicated on Page 1 of the Stryker Proposal or until the Agreement is canceled by either party by giving ninety (90) days prior written notice of any such cancellation to the other party. If this Agreement is canceled during or before the expiration date of the Agreement, Customer will owe for the months covered up to the cancellation date of the Agreement and for any parts, labor, and travel charges, required to maintain Equipment, exceeding that already paid during the Agreement. In the event Customer has pre-paid for the services hereunder, any unused amount as of the date of cancellation shall be returned to the Customer on a pro-rata basis.

15. FORCE MAJEURE

Except for Customer's payment obligations, which may only be delayed and not excused entirely, neither party to this Agreement will be liable for any delay or failure of performance that is the result of any happening or event that could not reasonably have been avoided or that is otherwise beyond its control, provided that the party hindered or delayed immediately notifies the other party describing the circumstances causing delay. Such happenings or events will include, but not be limited to, terrorism, acts of war, riots, civil disorder, rebellions, fire, flood, earthquake, explosion, action of the elements, acts of God, epidemic, pandemic, inability to obtain or shortage of material, equipment or transportation, governmental orders, restrictions, priorities or rationing, accidents and strikes, lockouts or other labor trouble or shortage.

16. INSURANCE REQUIREMENTS

Stryker shall maintain the following insurance coverage during the term of the Agreement: (i) commercial general liability coverage, including coverage for products and completed operations liability, with minimum limits of \$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate applying to bodily injury, personal injury, and property damage; (ii) automobile liability insurance with combined single limits of \$1,000,000.00 for owned, hired, and non-owned vehicles; and (iii) worker's compensation insurance as required by applicable law. At Customer's written request, certificates of insurance shall be provided by Stryker prior to commencement of the Services at any premises owned or operated by Customer. To the extent permitted by applicable laws and regulations, Stryker shall be permitted to meet the above requirements through a program of self-insurance.

17. WARRANTY OF NON-EXCLUSION

Each party represents and warrants that as of the Effective Date, neither it nor any of its employees, are or have been excluded, terminated, suspended, or debarred from a federal or state health care program or from participation in any federal or state procurement or non-procurement programs. Each party further represents that no final adverse action by the federal or state government has occurred or is pending or threatened against the party, its affiliates, or, to its knowledge, against any employee, Stryker, or agent engaged to provide Services under this Agreement. Each party also represents that if during the term of this Agreement it, or any of its employees becomes so excluded, terminated, suspended, or debarred from a federal or state health care program or from participation in any federal or state procurement or non-procurement programs, such will promptly notify the other party. Each party retains the right to terminate or modify this Agreement in the event of the other party's exclusion from a federal or state health care program.

18. COMPLIANCE

Stryker, as supplier, hereby informs Customer, as buyer, of Customer's obligation to make all reports and disclosures required by law or contract, including without limitation properly reporting and appropriately reflecting actual prices paid for each item supplied hereunder net of any discount (including rebates and credits, if any) applicable to such item on Customer's Medicare cost reports, and as otherwise required under the Federal Medicare and Medicaid Anti-Kickback Statute and the regulations thereunder (42 CFR Part 1001.952(h)). Pricing under this Agreement (and each Service Plan) may constitute discounts on the purchase of Services. Customer represents that (i) it shall make all required cost reports, and (ii) it has the corporate power and authority to make or cause such cost reports to be made. To the extent required by law, Customer and Stryker agree to comply with the Omnibus Reconciliation Act of 1980 (P.L. 96Z499) and its implementing regulations (42 CFR, Part 420). To the extent applicable to the activities of Stryker hereunder, Stryker further specifically agrees that until the expiration of four (4) years after furnishing Services pursuant to this Agreement, Stryker shall make available, upon written request of the Secretary of the Department of Health and Human Services, or upon request of the Comptroller General, or any of their duly authorized representatives, this Agreement and the books, documents and records of Stryker that are necessary to verify the nature and extent of the costs charged to Customer hereunder. Stryker further agrees that if Stryker carries out any of the duties of this Agreement through a subcontract with a value or cost of ten thousand dollars (\$10,000) or more over a twelve (12) month period, with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request to the Secretary, or upon request to the Comptroller General, or any of their duly authorized representatives the subcontract, and books and documents and records of such organization that are necessary to verify the nature and extent of such costs. In performance of this Agreement, Stryker shall also comply with all applicable state and federal regulations, including but not limited to discrimination laws.

19. CONFIDENTIALITY

The parties hereto shall hold in confidence this Agreement and the terms and conditions contained herein (including Services Plan pricing) and any information and materials which are related to the business of the other or are designated as proprietary or confidential, herein or otherwise, or which a reasonable person would consider to be proprietary or confidential information; and (b) hereby covenant that they shall not disclose such information to any third party without prior written authorization of the one to whom such information relates. The rights and remedies available to a party hereunder shall not limit or preclude any other available equitable or legal remedies. Notwithstanding the above, Clay County, FL is subject to Article 1, Section 14, Florida Constitution, and Chapter 119 Florida Statutes regarding the disclosure of public records.

20. HIPAA

Stryker is not a "business associate" of Customer, as the term "business associate" is defined by HIPAA (the Health Insurance Portability and Accountability Act of 1996 and 45 C.F.R. parts 142 and 160-164, as amended). All medical information and/or data concerning specific patients (including, but not limited to, the identity of the patients), derived incidentally during the course of this Agreement, shall be treated by both parties as confidential, and shall not be released, disclosed, or published to any party other than as required or permitted under applicable laws.

21. MISCELLANEOUS

Neither party may assign or transfer their rights and/or benefits under this Agreement without the prior written consent of the other party, except that either party shall have the right to assign this Agreement or any rights under or interests in this Agreement to any parent, subsidiary or affiliate. All of the terms and provisions of this Agreement shall be binding upon, shall inure to the benefit of, and be enforceable by permitted successors and assigns of the parties to this Agreement. This Agreement shall be construed and interpreted in accordance with the laws of the state where Customer is located. The invalidity, in whole or in part, of any of the foregoing paragraphs, where determined to be illegal, invalid, or unenforceable by a court or authority of competent jurisdiction, will not affect or impair the enforceability of the remainder of the Agreement. This Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement and supersedes all prior negotiations and agreements between the parties concerning the subject matter of this Agreement. In the event of an inconsistency or conflict between this Agreement and any purchase order, invoice, or similar document, this Agreement will control. Any inconsistency or conflict between the terms of this Agreement and a Service Plan shall be resolved in favor of the Service Plan. The sections entitled Limitation of Liability, Indemnification, Compliance, Confidentiality and Miscellaneous of this Agreement shall survive its termination or expiration.

Exhibit B

STANDARD ADDENDUM TO ALL CONTRACTS AND AGREEMENTS

[General]

Any other provisions of the contract or agreement (the Agreement) to which this document is attached to the contrary notwithstanding, the provisions hereof take precedence over the provisions of the Agreement regardless of whether the matters addressed herein are also addressed in the Agreement, and shall be deemed an integral part of the Agreement as if set forth therein, having a force and effect of equal or superior dignity, as applicable, with the provisions thereof; provided, if provisions of the Agreement address a matter in a manner which results in a lower cost to the County than would prevail hereunder, then such provisions shall control and supersede the applicable provisions hereof. As used herein, the term "Contractor" means the vendor or other party to the Agreement providing construction, labor, materials, professional services, and/or equipment to the County thereunder; the term "County" means Clay County, a political subdivision of the State of Florida, its Board of County Commissioners, or any other name or label set forth in the Agreement identifying such entity; and the term "Parties" means the County and the Contractor together.

1. As used in this paragraph, the term "Act" means the Local Government Prompt Payment Act set forth in Part VII of Chapter 218, Florida Statutes; the term "Invoice" means a statement, invoice, bill, draw request or payment request submitted by the Contractor under the Agreement; the term "Manager" means the County Manager of the County; the term "Paying Agent" means the agent of the County to whom Invoices must be submitted if identified in the Agreement, or, if not so identified, the County's Office of Management and Budget Director; the term "Submittal Date" means, with respect to an Invoice, the submittal date thereof to the Paying Agent; and the term "Work" means the services rendered, or supplies, materials, equipment and the like constructed, delivered or installed under the Agreement. All payments for the Work shall be made by the County in accordance with the Act. Upon receipt of a proper Invoice, the County shall have the number of days provided in the Act in which to make payment.

(a) Promptly upon receipt of an Invoice submitted under this paragraph, the Paying Agent shall date stamp the same as received. Thereafter, the Paying Agent shall review the Invoice and may also review the Work as delivered, installed or performed to determine whether the quantity and quality of the Work is as represented in the Invoice and is as required by this Agreement. If the Paying Agent determines that the Invoice does not conform with the applicable requirements of the Agreement or this paragraph or that the Work within the scope of the Invoice has not been properly delivered, installed or performed in full accordance with the Agreement, the Paying Agent shall notify the Contractor in writing within 10 days after the improper Invoice is received that the Invoice is improper and indicate what corrective action on the part of the Contractor is needed to make the Invoice proper. The County shall pay each proper Invoice in accordance with the applicable provisions of the Act.

(b) By the submittal of an Invoice hereunder, the Contractor shall have been deemed to have warranted to the County that all Work for which payments have been previously received from the County shall be free and clear of liens, claims, security interests or other encumbrances in favor of the Contractor or any other person or entity for failure to make payment.

(c) The Parties will attempt to settle any payment dispute arising under this paragraph through consultation and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the Parties, if necessary. If the dispute remains unresolved within 30 calendar days following the Submittal Date, then the Paying Agent shall schedule a meeting with the Manager between the Contractor's representative and the Paying Agent, to be held no later 45 calendar days following the Submittal Date, and shall provide written notice to the Contractor regarding the date, time and place of the meeting no less than 7 calendar days prior thereto. At the meeting, the

Contractor's representative and the Paying Agent shall submit to the Manager their respective positions regarding the dispute, including any testimony and documents in support thereof. The Manager shall issue a written decision resolving the dispute within 60 calendar days following the Submittal Date, and serve copies thereof on the Contractor's representative and the Paying Agent.

2. To the extent not otherwise expressly provided in the Agreement, any work or professional services subcontracted for by the Contractor for which the County has agreed to reimburse the Contractor shall not be marked-up, but shall be payable by the County only in the exact amount reasonably incurred by the Contractor. No other such subcontracted services shall be reimbursed.

3. To the extent not otherwise expressly provided in the Agreement, in the event the Agreement is for professional services, charged on a time basis, the County shall not be billed or invoiced for time spent traveling to and from the Contractor's offices or other points of dispatch of its subcontractors, employees, officers or agents in connection with the services being rendered.

4. To the extent not otherwise expressly provided in the Agreement, the County shall not be liable to reimburse the Contractor for any courier service, telephone, facsimile or postage charges incurred by the Contractor, except as follows, and then only in the exact amount incurred by the Contractor [if the space below is left blank then "NONE" is deemed to have been inserted therein]:

5. To the extent not otherwise expressly provided in the Agreement, the County shall not be liable to reimburse the Contractor for any copying expenses incurred by the Contractor except as follows, and then only at \$0.05 per page [if the space below is left blank then "NONE" is deemed to have been inserted therein]:

6. If and only if travel and per diem expenses are addressed in the Agreement in a manner which expressly provides for the County to reimburse the Contractor for the same, then the County shall reimburse the Contractor only for those travel and per diem expenses reasonably incurred and only in accordance with the provisions of Section 112.061, Florida Statutes. In the event the Contractor has need to utilize hotel accommodations or common carrier services, the County shall reimburse the Contractor for his, her or its reasonable expense incurred thereby provided prior approval of the Manager or his or her designee is obtained.

7. With respect to drawings and/or plans prepared on behalf of the County by the Contractor under the Agreement, unless specifically provided otherwise therein, complete sets of such drawings and/or plans shall be reproduced by the Contractor without cost to the County for all bidders requesting the same, and five complete sets of such drawings and/or plans shall be reproduced and delivered to the County without cost.

8. With respect to any indemnification by the County provided under the Agreement, any such indemnification shall be subject to and within the limitations set forth in Section 768.28, Florida Statutes, and to any other limitations, restrictions and prohibitions that may be provided by law, and shall not be deemed to operate as a waiver of the County's sovereign immunity.

9. In that the County is a governmental agency exempt from sales and use taxes, the County shall pay no such taxes, any other provisions of the Agreement to the contrary notwithstanding. The County shall provide proof of its exempt status upon reasonable request.

10. Any pre-printed provisions of the Agreement to the contrary notwithstanding, the same shall not automatically renew but shall be renewed only upon subsequent agreement of the Parties.

11. The Contractor acknowledges that in the budget for each fiscal year of the County during which the term of the Agreement is in effect a limited amount of funds are appropriated which are available to make payments arising under the Agreement. Any other provisions of the Agreement to the contrary notwithstanding, and pursuant to the provisions of Section 129.07, Florida Statutes, the maximum payment that the County is obligated to make under the Agreement from the budget of any fiscal year shall not exceed the appropriation for said fiscal year.

12. Governing Law and Venue: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any litigation, mediation, or other action proceeding between the parties arising out of this Agreement lies in Clay County, Florida.

13. PUBLIC RECORDS LAW: The Contractor acknowledges the County's obligation under Art. 1, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, as from time to time amended (together, the Public Records Laws), to release public records to members of the public upon request. The Contractor acknowledges that the County is required to comply with the Public Records Laws in the handling of the materials created under the Agreement and that the Public Records Laws control over any contrary terms in the Agreement. In accordance with the requirements of Section 119.0701, Florida Statutes, the Contractor covenants to comply with the Public Records Laws, and in particular to:

- (a) Keep and maintain public records required by the County to perform the services required under the Agreement;

- (b) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the County; and,

- (d) Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the services. If the Contractor transfers all public records to the County upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

14. The Contractor's failure to comply with the requirements of paragraph 13 shall be deemed a material breach of the Agreement, for which the County may terminate the Agreement immediately upon written notice to the Contractor.

15. The Contractor acknowledges the provisions of Section 119.0701(3)(a), Florida Statutes, which, as applicable to the County and the Contractor, require as follows:

- (a) A request to inspect or copy public records relating to the Agreement must be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Contractor of the request, and the Contractor must provide the records to the County or allow the records to be inspected or copied within a reasonable time.

(b) If the Contractor does not comply with the County's request for records, the County shall enforce the contract provisions in accordance with the Agreement.

(c) If the Contractor fails to provide the public records to the County within a reasonable time, the Contractor may be subject to penalties under Section 119.10, Florida Statutes.

16. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 278-4754, publicrecords@claycountygov.com, POST OFFICE BOX 1366, GREEN COVE SPRINGS, FLORIDA 32043.

17. In accordance with Section 287.135(3), Florida Statutes, the County shall have the option of terminating any contract with the County for goods or services of any amount that is entered into or renewed on or after July 1, 2018, if the Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List as referred to in Section 287.135(2), or is engaged in a boycott of Israel as defined in Section 287.135(1).

Further, as provided in Section 287.135(3), Florida Statutes, the County shall have the option of terminating a contract with the County for goods or services of \$1 million or more that is:

(a) entered into or renewed on or before September 30, 2016, and:

- (i) is found to have submitted a false certification as provided under Section 287.135(5);
- (ii) has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in Section 287.135(2); or,
- (iii) has been engaged in business operations in Cuba or Syria as defined in Section 287.135(1).

(b) entered into or renewed on or after October 1, 2016, through June 30, 2018, and:

- (i) is found to have submitted a false certification as provided under Section 287.135(5);
- (ii) has been placed on the Scrutinized Companies that Boycott Israel List as referred to in Section 287.135(2), or is engaged in a boycott of Israel as defined in Section 287.135(1);
- (iii) has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in Section 287.135(2); or,
- (iv) has been engaged in business operations in Cuba or Syria as defined in Section 287.135(1).

(c) entered into or renewed on or after July 1, 2018, and:

- (i) is found to have submitted a false certification as provided under Section 287.135(5);
- (ii) has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in Section 287.135(2); or,
- (iii) has been engaged in business operations in Cuba or Syria as defined in Section 287.135(1).

ATTEST:

Tara S. Green
Clay County Clerk of Court and Comptroller
Ex Officio Clerk to the Board

COUNTY:

Clay County, a political subdivision of the State
of Florida

By: _____
Mike Cella
Its Chairman

CONTRACTOR NAME:

Stryker Sales Corporation, through its Medical Division

By: _____

Printed Name: _____

Title: _____

\\legal\contract\standardaddendum\2016\061416 standard addendum-[general]-4b

Exhibit C

Scrutinized Companies Certification

[Clay County: ProCare Services re: EMS Prevent and LifePak]
INSERT PROJECT NAME

Name of Company:¹ Stryker Sales Corporation, through its Medical Division

In compliance with Section 287.135(5), Florida Statutes (the “Statute”), the undersigned hereby certifies that the Company named above is not participating in a boycott of Israel as defined in subsection (1)(b) of the Statute; is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in subsection (2) of the Statute; and is not engaged in business operations in Cuba or Syria as defined in subsection (1)(c) of the Statute. The undersigned acknowledges that pursuant to Section 287.135(3)(b) Florida Statutes, the County may, at its option, terminate the Agreement if the Company named above is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

Stryker Sales Corporation, through its Medical
Division

By: _____

Its _____

¹ “Company” means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit.