

CONTRACT ROUTING FORM

1. Complete the information below BEFORE printing and completing items 2 through 7. Items in red are required.

Department: Emergency Management
Department contract file name (use effective date): Stryker_EM_20240703
Project Code: Click here to enter text.
Contract type: Agreement
Contracted Services/Goods: Defibrillator Maintenance
Contract Component: Master
Change Order Number/Addendum Number: Click here to enter text.
Vendor Name: Stryker
Effective Date: 07/03/2024
Approved by: County Manager
Date approved by the BOC: Click here to enter text.
Ending Date: Click here to enter a date.
Total Amount: \$9850.00

Please Return Contract to:
Name: Denise Suits
Email: denise.suits@chathamcountync.gov
Special Instructions for Clerks
Office:

2. Department Head or his/her designee has read the contract in its entirety.

By: [Signature] (Department Head signature required)

3. County Attorney has reviewed and approved the contract [X]

County Attorney has reviewed and rejects the contract [] Reason: _____

This is an automatic renewal and does not require approval from the County Attorney: Yes [] No []

[Triangle] If this box is checked the County Attorney's Office has reviewed the contract but has not made needed changes to protect the County because the contract is a sole source contract and the services required by the County are not available from another vendor.

4. Technical/MIS Advisor has reviewed the contract if applicable. Yes [] No []

5. Vendor has signed the contract. Yes [X] No []

6. A budget amendment is necessary before approval. Yes [] No [X]

If budget amendment is necessary, please attach to this form.

7. Approval

[] Requires approval by the BOC - contracts over \$100,000.00. Follow Board submission guidelines.

[X] Requires approval by the Manager - contracts \$100,000 or less.

8. Submit to Clerk.

Clerk's Office Only

- [X] Finance Officer has signed the contract
[] The Finance Officer is not required to sign the contract

**NORTH CAROLINA
CHATHAM COUNTY**

AGREEMENT FOR SERVICES

THIS AGREEMENT FOR SERVICES (this "Agreement"), made and entered into this 9th day of July, 2024 by Chatham County, a corporate and body politic of the State of North Carolina (the "County") and Stryker Sales, LLC, a Michigan limited liability company acting through its Medical Division (the "Contractor"). Either the County or the Contractor may be referred to herein as a "Party" or collectively as the "Parties."

WHEREAS, the Contractor has agreed to provide services as hereinafter set forth in a professional and workmanlike manner in accordance with the generally accepted standards applicable to Contractor's business or industry, and

WHEREAS, the County wishes to enter into an Agreement with Contractor to provide the services specified in Appendix 1, Scope of Work, attached hereto and incorporated herein by reference and made an integral part of this Agreement.

NOW THEREFORE, in consideration of the premises and mutual agreement described below, the Parties agree as follows:

1. **Term of Agreement:** The term of this Agreement shall commence on July 1, 2024 and end on June 30, 2026, as outlined on the attached Quote #10876651, unless terminated hereinafter set forth.
2. **Scope of Service:** The Contractor shall provide to the County the preventative maintenance service coverage (the "Services") set forth in the Contractor's Quote #10876651 attached as the "Scope of Work" attached hereto as Appendix 1.
3. **Compensation:** As compensation for the Services to be provided by the Contractor, the County shall pay the Contractor the sum of \$9850, payable within thirty (30) days from receipt of proper invoice, in advance in accordance with the payment schedule set forth in the Scope of Work.
4. **Insurance:** Contractor shall maintain insurance policies as shown in Appendix 2 for the entire term of this Agreement as well as any subsequent amendments.

All insurance policies shall be issued by companies authorized to do business under the laws of the State of North Carolina and shall be rated not less than "A-VI" by A.M. Best and Company. Contractors shall furnish Certificates of Insurance to the County, *including the County as an additional insured*, as required by Appendix 2 of this Agreement, prior to the commencement of Services. The certificates shall clearly indicate that Contractor has obtained insurance of the type, amount, and classifications as required for strict compliance with Appendix 2 of this Agreement and that the County shall be provided with thirty (30) days prior written notice of material change or cancellation of the required insurance. Compliance with the foregoing requirements shall not relieve Contractor from any liability or obligations under this Agreement.

The County requires all that all contractors carry workers' compensation insurance. The County recognizes that contractors with fewer than three employees are not statutorily required to carry said insurance. The County reserves the right to waive the requirement to carry workers' compensation insurance on a case-by-case basis. If the contractor's status changes during the term of an agreement and worker's compensation insurance becomes statutorily required, the contractor must provide proof of said coverage to the County.

5. **Confidentiality:** All proprietary data and information, if any, furnished to Contractor by the County shall be regarded as confidential, shall remain the sole property of the County and shall be held in confidence and safekeeping by Contractor for the sole use of the County and Contractor under the terms of this Agreement. Contractor agrees that its officers, employees, and agents will not disclose to any person, firm, or entity other than the County or its designated legal counsel, accountants, or practice management consultants any confidential information about the County. Contractor agrees to carry out its obligations to the County in compliance with all privacy and security regulations required by law.

6. Intellectual Property Owned by Contractor: This Agreement is subject to the North Carolina public records law and may be released upon request; provided, that in the absence of any such request, the County shall not knowingly disclose any information regarding the Contractor or this Agreement which a reasonable person would recognize as being confidential or proprietary to the Contractor. Not all "Trade Secrets" will qualify as protected under N.C.G.S. §132-1.2 and 66-152.
7. Status of Parties: Nothing contained in this Agreement shall be construed as establishing a partnership or joint venture relationship between Contractor and the County. Contractor and its employees and representatives are independent contractors, solely responsible for its or their performance under this Agreement and shall have no legal authority to bind the County.
8. Assignment and Subcontracting: Neither this Agreement nor any rights or obligations hereunder shall be subcontracted, assigned, or delegated by Contractor without prior written consent of the County, which consent may be withheld in the County's sole discretion; provided, that Contractor may assign its rights and/or obligations under this Agreement to any of Contractor's affiliates without violating the provisions of this paragraph.
9. Binding Effect: This Agreement shall be binding upon the Parties hereto, their heirs, administrators, executors, successors and assigns, if such assignment is allowed by the preceding paragraph and/or has been approved by the County.
10. Notices: Any notice or other communication required or permitted under this Agreement shall be in writing and shall be deemed to have been given on the date delivered personally or deposited in the United States Postal Service, certified mail, return receipt requested, with adequate postage affixed, address as follows:

Chatham County
 Attn: County Manager
 Post Office Box 1809
 Pittsboro, North Carolina
 919.542.8200

Contractor Name:
 Attn:
 Address:
 City, State, Zip Code:
 Phone:
 Email:

11. Governing Law: This Agreement and the rights and obligations to the Parties hereunder shall be construed and governed by the laws of the State of North Carolina, and the venue for any proceedings arising hereunder shall be in the state court of appropriate jurisdiction located in Chatham County, North Carolina.
12. Modifications: This Agreement may be amended or modified only by the mutual written consent of the Parties. A modification is not enforceable against either party unless signed by both parties; with respect to the County, the modification must be signed by the County Manager or other duly authorized official.
13. Entire Agreement: This Agreement, together with the Scope of Work and any additional terms contained therein, contains the entire agreement between the Parties pertaining to the subject matter of this Agreement. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties or understandings, written or oral expressed or implied, between the Parties, other than as set forth or referenced in this Agreement. In the event of any conflict or inconsistency between the terms in the body of this Agreement and the terms contained in the Scope of Work, the terms of the body of this Agreement shall be controlling.
14. Waiver: A waiver of any provision of this Agreement must be in writing, designated as such, and signed by the Party against whom enforcement of the waiver is sought. The waiver of a breach of any provisions of this Agreement shall not operate or be construed as waiver of subsequent or other breach thereof.
15. Termination: This Agreement may be terminated as follows:
 - a. Cause: If the services provided by Contractor under this Agreement are not performed as specified herein, and such failure to perform shall remain uncured thirty (30) days after the County has provided the Contractor with written notice describing the nature of the failure in reasonable detail, this Agreement may

be terminated by the County for cause. Grounds for termination for cause shall include, but not be limited to, the following:

- i. Failure to respond to reasonable requests from the County to provide the Services covered by this Agreement.
 - ii. Failure to properly recycle any electronic equipment as specified in Article 9, Chapter 130A of the North Carolina General Statute, or failure to comply with any statutory requirement included in the formal bid request, as provided in the bid packet, which bid packet is incorporated herein by reference.
 - iii. Failure to maintain the insurance required by this Agreement.
 - iv. Charging rates or fees in excess of those permitted under this Agreement.
 - v. Inefficient, or unsafe practices in providing Services.
 - vi. The material breach of any provision of this Agreement.
 - b. Convenience: Each party reserves the right to terminate this Agreement upon thirty (30) days prior written notice to the other party for any reason deemed by the terminating party, including as necessary to serve the public interest. This termination for convenience will not be made when termination is authorized under any other provision of this Agreement. In the event of such termination, the County shall pay the Contractor its costs directly attributable to those Services received by the County prior to termination that meet the requirements of this Agreement. Provided however, that no costs will be paid to the Contractor that are recoverable in the Contractor's normal course of doing business. The County is not liable for the loss of any profits anticipated to be made hereunder, nor for any special, consequential, or similar damage.
16. Annual Appropriations and Funding: This Agreement is subject to the annual appropriation of funds by the Chatham County Board of Commissioners. Notwithstanding any provision herein to the contrary, in the event that funds are not appropriated for this Agreement, the County shall be entitled to immediately terminate this Agreement, without penalty or liability, except the payment for all Services satisfactorily provided under this Agreement up to and through the Contractor's receipt of notice of termination.
 17. Indemnity: Contractor agrees to indemnify and hold harmless, the County, its officers, agents, servants, and employees from an all claims, actions, lawsuits, losses, damages, expenses, judgments or liabilities of any kind whatsoever (including without limitation, cost of defense and attorney fees) suffered by the County and caused directly by the negligence, willful misconduct or violation of applicable law by Contractor, its subcontractors, agents, or employees in the performance of Contractor's obligations under this Agreement. In no event will Contractor be liable to County or any other party for any indirect, incidental, consequential, special or punitive damages in connection with the Services to be provided under this Agreement.
 18. State and Federal Requirements: By signing this Agreement, Contractor certifies that (*if applicable*) Contractor, and any of Contractor's subcontractor are in compliance with State and Federal laws, including any divestment list by the NC State Treasurer, and Federal or State debarment or suspension lists. The County Terms and Conditions are incorporated herein, made an integral part of this Agreement, and may be found at the County's web site: <http://www.chathamcountync.gov/finance>. A hard copy of the Terms and Conditions is available upon request.
 19. Controlling Document: In the event of any conflict between this Agreement and any document, instrument, or other agreement prepared or provided by Contractor (including, without limitation, Contractor's purchase orders, invoices and warranties), the terms of this Agreement shall control.

IN WITNESS WHEREOF, the Parties have executed this Agreement in their official capacities with legal authority to do so.


CHATHAM COUNTY

By: 
Dan LaMontagne, County Manager

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.


Roy Lynch, Finance Director

STRYKER SALES, LLC

By: 
Name: Tom Tackabury
Title: Sr. Sales Manager, ProCare

**APPENDIX 1-A: Stryker Quote #10876651
APPENDIX 1-B: ProCare Terms and Conditions**

[INSERT QUOTE AND STANDARD TERMS (AGREEMENT WILL GOVERN ANY CONFLICT OR INCONSISTENCY BETWEEN AGREEMENT AND STANDARD TERMS)]

- SCOPE OF WORK:** See Attached Stryker Quote # 10876651
- PROJECT NAME:** ProCare Service – AED Field Repair
- SCOPE OF SERVICES:** See Attached Stryker Quote # 10876651
- TOTAL COMPENSATION:** - See Attached Stryker Quote # 10876651 [note if cost includes reimbursables]
- COMPLETION DATE:** Services continuous during term: 7/1/2024 through 6/30/2026

APPENDIX 1-A
STRYKER QUOTE # 10876651



APPENDIX 1-A

CHATHAM COUNTY EMER OPERATIONS ProCare Quote

Quote Number: 10876651
Version: 1
Prepared For: CHATHAM COUNTY EMER OPERATIONS
Attn:
Rep: Pat Vereb
Email:
Phone Number:
GPO: CUSTOMER CONTRACT
Service Rep: Tom Enslinger
Quote Date: 02/25/2024
Expiration Date: 08/01/2024
Contract Start: 07/01/2024
Contract End: 06/30/2026

Delivery Address

Name: CHATHAM COUNTY EMER OPERATIONS
Account #: 20062620
Address: 297 WEST ST
PITTSBORO
North Carolina 27312-9471

Bill To Account

Name: CHATHAM COUNTY EMER OPERATIONS
Account #: 20062620
Address: 297 WEST ST
PITTSBORO
North Carolina 27312-9471

ProCare Products:

Table with 7 columns: #, Product, Description, Months, Qty, Sell Price, Total. Row 1: 1.0, AED-FIELD-PROCARE, PROCARE-SVC-AED-FIELD-REPAIR (Preventative Maintenance, Batteries Service), 12, 12, \$456.00, \$5,472.00

Price Totals:

Grand Total: \$5,472.00

Authorized Customer Signer (Printed) Date

Stryker Authorized Signature (Printed) Date

Authorized Customer Signature Date

Stryker Authorized Signature Date



**CHATHAM COUNTY EMER OPERATIONS ProCare
Quote**

Quote Number: 10876651

Version: 1

Prepared For: CHATHAM COUNTY EMER OPERATIONS
Attn:

Rep: Pat Vereb
Email:
Phone Number:

GPO: CUSTOMER CONTRACT

Service Rep: Tom Ensminger

Quote Date: 02/25/2024

Email:

Expiration Date: 08/01/2024

Contract Start: 07/01/2024

Contract End: 06/30/2026

Purchase Order Number

Service Terms and Conditions:

The Terms and Conditions of this quote and any subsequent purchase order of the Customer are governed by the Terms and Conditions of the AGREEMENT FOR SERVICES negotiated between the parties hereto (July 2024). This Quote is Appendix 1-A to said Agreement.

The terms and conditions referenced in the immediately preceding sentence do not apply where Customer and Stryker are parties to a Master Service Agreement.

Equipment Service Plan

Line Item #	Model	Serial #
1.0	PROCARE-SVC-AED-FIELD-REPAIR	45026606
1.0	PROCARE-SVC-AED-FIELD-REPAIR	45026607
1.0	PROCARE-SVC-AED-FIELD-REPAIR	45026610
1.0	PROCARE-SVC-AED-FIELD-REPAIR	45026613
1.0	PROCARE-SVC-AED-FIELD-REPAIR	45026615
1.0	PROCARE-SVC-AED-FIELD-REPAIR	45163978
1.0	PROCARE-SVC-AED-FIELD-REPAIR	45163990
1.0	PROCARE-SVC-AED-FIELD-REPAIR	45163991
1.0	PROCARE-SVC-AED-FIELD-REPAIR	45163995
1.0	PROCARE-SVC-AED-FIELD-REPAIR	45163996
1.0	PROCARE-SVC-AED-FIELD-REPAIR	45163999
1.0	PROCARE-SVC-AED-FIELD-REPAIR	45164000

Purchase Order Form



Account Manager _____
 Cell Phone _____

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

Check box if Billing same as Shipping

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

SHIP TO		CUSTOMER #
Shipping Account Num		
Company Name		
Contact or Department		
Street Address		
Add'l Address Line		
City, ST ZIP		
Phone		

Authorized Customer Initials _____

Authorized Customer Initials _____

DESCRIPTION	QTY	TOTAL
REFERENCE QUOTE <input type="text"/>	<input type="text"/>	<input type="text"/>

Accounts Payable Contact Information

Name _____
 Email _____
 Phone _____

Authorized Customer Signature

Printed Name _____
 Title _____
 Signature _____
 Date _____

Attachment Stryker Quote Number

*Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services on the Stryker Quote.

Service Terms and Conditions:

The Terms and Conditions of this quote and any subsequent purchase order of the Customer are governed by the Terms and Conditions of the AGREEMENT FOR SERVICES negotiated between the parties hereto (July 2024). This Quote is Appendix 1A to said Agreement.

The terms and conditions referenced in the immediately preceding sentence do not apply where Customer and Stryker are parties to a Master Service Agreement.

APPENDIX 1-B – TO AGREEMENT FOR SERVICES

CHATHAM COUNTY, NC and STRYKER SALES, LLC, through its MEDICAL DIVISION PROCARESM SERVICES – TERMS AND CONDITIONS

The terms of this Appendix 3 will apply to Customer's purchase of Services under a Stryker Service Plan (as defined Section 1 below). In the event of a conflict or inconsistency between the Standard Terms of Sale and this Appendix 3, relative to a Service Plan, this Appendix 3 will govern.

1. **Service Plan Coverage.** Stryker will perform the repair and maintenance services (collectively, the "Services") more particularly described in each service plan (the "Service Plan") if entered into by and between Stryker and Customer. The Services will cover the capital equipment (if applicable) identified in the Service Plan (collectively, the "Equipment").
2. **Service Plan Terms and Conditions.** In addition to each Service Plan's coverage terms and conditions, the Services will be subject to the PROCARESM Services Terms and Conditions set forth below.
3. **Term and Termination.** **Intentionally Omitted; Covered under Chatham Agreement for Services.**
4. **Product Maintenance.** The Service Plan is 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 each item of Equipment. Customer covenants and agrees that its appropriate user personnel will follow the instructions and contents of those manuals, labels and inserts.
5. **Warranty; Limitations of Warranty and Liability (Services).** During the Term, Stryker warrants, with the exception of software maintenance services which, if applicable, will be as specified in the Service Plan, the following:
 - 5.1. Stryker has the experience, capability and resources to perform under the Service Plan, and Stryker further represents and warrants that the Services will be performed in a workmanlike manner and with professional diligence and skill;
 - 5.2. Services will comply with all applicable laws and regulations and all applicable standards set forth by law or ordinance or established by the rules and regulations of any federal, state or local agency, department, commission, association or pertinent governing, accrediting or advisory body, including The Joint Commission having authority to set standards for healthcare facilities;
 - 5.3. If the Services are to be performed on Customer's premises, Stryker represents and warrants that Stryker will comply with all applicable safety laws and Customer's then current safety and other applicable regulations, all human resource policies and health and drug and alcohol screening policies; provided that Customer has provided advance written notification of such rules, regulations and policies to Stryker;
 - 5.4. Stryker currently has, or prior to the commencement thereof, will obtain, pay for, and maintain any and all licenses, fees, and qualifications required to perform the Services.
 - 5.5. Stryker will maintain the Equipment in good working condition. Equipment and Equipment components repaired or replaced under this Service Plan continue to be warranted as described herein during the Term. When Equipment or component is replaced, the item provided in replacement will be the customer's property and the replaced item will be Stryker's property. If a refund is provided by Stryker, the Equipment for which the refund is provided must be returned to Stryker and will become Stryker's property.
 - 5.6. TO THE FULLEST EXTENT PERMITTED BY LAW, THE EXPRESS WARRANTIES SET FORTH HEREIN ARE THE ONLY WARRANTIES APPLICABLE TO THE SERVICES AND ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTY BY STRYKER, AND STRYKER HEREBY EXPRESSLY DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES REGARDING THE SERVICES, INCLUDING, BUT NOT LIMITED TO, MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. IN NO INSTANCE

WILL STRYKER BE LIABLE TO CUSTOMER FOR INCIDENTAL, PUNITIVE, SPECIAL, COVER, EXEMPLARY, MULTIPLIED OR CONSEQUENTIAL DAMAGES OR ATTORNEYS' FEES OR COSTS.

- 6. Limitations and Exclusions from Service Plan.** Customer will use commercially reasonable efforts to cooperate with Stryker in connection with Stryker's performance of the Services. Customer understands and acknowledges that Stryker ProCare employees will not provide surgical or medical advice, will not practice surgery or medicine, will not be involved in any manner which may be construed as practicing surgery or medicine, will not come in 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 employees 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 employees to engage in such activities will not be a breach of this Agreement. Customer consents to the presence of Stryker employees 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 for such presence during surgery.

Notwithstanding any other provision set forth herein, the Service Plan does not cover the following, as determined by Stryker in its sole discretion: (i) abnormal wear or damage caused by reckless or intentional misconduct, abuse, neglect or failure to perform normal and routine maintenance as set out in the applicable maintenance manual or operating instructions provided with the Equipment; (ii) accidents, catastrophe, fire, flood or act(s) of God; (iii) damage resulting from faulty maintenance, improper storage, repair, handling or use, damage and/or alteration by non-Stryker authorized personnel; (iv) service necessary due to the failure of the Customer or anyone under its control to comply with written instructions or recommendations; (v) equipment on which any original serial numbers or other identification marks have been removed or destroyed; (vi) damage caused as a result of the use of the Equipment beyond the useful life, if any, specified for such equipment in the user manual; (vii) service Stryker cannot perform because the Equipment has been discontinued or its parts have been discontinued or made obsolete; (viii) service to the Equipment if the Equipment or the Equipment site is contaminated with blood or other potentially infectious substances; or (ix) 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 a Service Plan and any complimentary loaner programs thereunder if Equipment is used with accessories not manufactured by Stryker. If, at any time, upon inspection of the Equipment in service, Stryker deems any single unit of Equipment to be unserviceable, a record and report of such will be made, and provided to the Customer in writing on the date of service.

7. Indemnification (Services).

- 7.1. Stryker will indemnify and defend Customer against any third party liability and/or damages ("Claims") that Customer may incur directly as a result of bodily injury (including death) or property damage arising solely from the gross negligence, willful misconduct or omissions of Stryker or its employees agents, or contractors in the course of providing Services. The foregoing indemnification will not apply to any Claims arising from: (i) an injury or damage due to the negligence of any person other than a Stryker employee or agent; (ii) the failure of any person other than a Stryker 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; (iv) abnormal wear and tear or damage caused by misuse or by Customer's failure to perform normal and routine maintenance as set out in the maintenance manual and/or operating instructions provided with the Equipment, or as demonstrated by an authorized Stryker representative; or (v) any equipment or any part thereof that has been modified, altered or repaired by any person other than Stryker's employee or agent. Customer agrees to indemnify and defend Stryker against any Claims arising from (i) through (v) above due to the negligent acts or omissions of Customer or its officers, employees, representatives or agents.
- 7.2. Stryker's indemnification obligations under this Section 7 are conditioned on Customer promptly providing Stryker with (i) timely written notice of any Claim for which indemnification is sought; (ii)

reasonable assistance and all available non-proprietary information reasonably required in the defense or settlement of any Claim; and (iii) sole control over the defense against any Claim and the settlement of any Claim; provided, however, that Stryker will not agree to any settlement or compromise that imposes or results in any finding of fault or any restriction or obligation on the part of Customer without Customer's prior written consent (which will not be unreasonably withheld).

8. Confidentiality (Services).

- 8.1. Customer must remove or secure any "Protected Health Information" ("PHI") as defined in the Health Insurance Portability and Accountability Act of 1996 from Equipment prior to Stryker performing Services. Although Stryker will make reasonably commercial efforts to secure any PHI encountered, Stryker is not responsible for the security thereof.
- 8.2. All medical information and/or data concerning specific patients (including, but not limited to, the identity of the patients), derived from or obtained during the course of the Agreement, will be treated by both Parties as confidential so as to comply with all applicable state and federal laws and regulations regarding confidentiality of patient records, and will not be released, disclosed, or published to any party other than as required or permitted under applicable laws.

9. Non-Solicitation and Non-Hire. Customer agrees that, during the Term and for a period of one (1) year following the termination or expiration of a Service Plan, it will not solicit any employees of Stryker to terminate their employment with Stryker, unless Stryker consents in writing. Nothing herein will prohibit Customer from hiring employees of Stryker who respond to a general employment solicitation such as a newspaper advertisement.

10. Background Check. Stryker warrants that all of its employees who will be on a Customer's premises to perform Services will have undergone a background check as part of Stryker's hiring practice and/or as required by Customer's vendor credentialing program. The background check consists of the following:

- Criminal background check
- National sex offender registry check
- Education verification
- Employment history
- SSN verification
- Driving record
- Government sanction/watch lists

During the Term, a Customer may request a conference with Stryker at any reasonable time regarding the performance, behavior or expectations of any Stryker service personnel who are assigned to Customer's facility. Any Stryker service personnel who willingly and knowingly violates Customer's rules, regulations, procedures, or policies may be removed from Customer's facility at Customer's option and will be replaced by Stryker promptly.

11. Changes. At any time during the Term, and upon each Party's written consent, additional Services or Equipment may be added or deleted from a plan. Such changes will be governed by the terms and conditions of the Service Plan. Stryker may modify the applicable Service Plan to reflect adjustments to charges attributable to plan changes.

12. Parts and Subcontracting. Stryker may elect to use new or used parts related to the Services in its sole discretion. Stryker reserves the right to hire subcontractors to perform the Services.

13. Independent Contractor. The Parties are independent contractors with respect to one another. However, to the extent Stryker, Stryker personnel or subcontractors come to Customer's property, to the extent applicable, they will follow Customer's written and posted work place policies.

APPENDIX 2
INSURANCE REQUIREMENTS

For the Term of this Agreement, Contractor shall maintain the following insurance:

Worker's Compensation: statutory limits

Automobile Liability: \$5,000,000 combined single limit each accident

Commercial General Liability: \$5,000,000 per occurrence and \$5,000,000 general aggregate

The required Commercial General Liability insurance shall include County as additional insured with respect to County's vicarious liability which occurs as a result of Contractor's performance under this Agreement. Notwithstanding any other insurance requirements within this Agreement to the contrary, to the extent allowed by applicable law or regulation, Contractor shall be permitted to comply with these insurance requirements through a program of self-insurance.

NOTE: The above amounts are the amounts that the county requires for the listed category. Not all contracts will require coverage in every category. Please note that even if a contractor is not statutorily required to have workers' compensation insurance, the county may require it. Failure of a contractor to provide proof of required workers' compensation insurance will halt the legal review of the contract, and the contractor will not be permitted to commence services.

When requesting a Certificate of Insurance (COI) from a vendor, please inform them that the certificate holder should be listed as Chatham County, PO Box 1809, Pittsboro, NC 27312.

The Legal Department will work with the county's Safety and Risk Manager and make the appropriate changes to the insurance requirements.

