

05-21-059

CONTRACT APPROVAL FORM

(Contract Management Use only)

CONTRACT TRACKING NO.

CM3092

CONTRACTOR INFORMATION

Name: Stryker Emergency Care

Address: 11811 Willow Rd NE Redmond WA 98052
City State Zip

Contractor's Administrator Name: Ernest "Jay" Gray Title: Field Service Team Supervisor, Mid-South

Tel#: (386) 216-6232 Fax: (800) 329-7879 Email: jay.gray@stryker.com

CONTRACT INFORMATION

Contract Name: Technical Support Service Agreement Contract Value: \$14,391.00

Brief Description: Stryker Emergency Care provides technical support for LUCAS Chest Compression Systems used on Fire Rescue units (12).

Contract Dates : From: 10/1/21 to: 9/30/22 Status: New Renew Amend# WA/Task Order

How Procured: Sole Source Single Source ITB RFP RFQ Coop. Other

If Processing an Amendment:

Contract #: _____ Increase Amount of Existing Contract: _____

New Contract Dates: _____ to _____ TOTAL OR AMENDMENT AMOUNT: _____

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY, SECTION 6

- | | | | |
|----|---|---------------------------|---|
| 1. | <u>[Signature]</u>
Department Head Signature | <u>9-14-21</u>
Date | <u>Fire Rescue</u>
Submitting Department |
| 2. | <u>[Signature]</u>
Contract Management | <u>10/26/2021</u>
Date | <u>01261526-546020</u>
Funding Source/Acct # |
| 3. | <u>Marshall Eyerman</u>
Office of Management & Budget | <u>10/27/2021</u>
Date | <u>AR</u> <u>10/26/2021</u> |
| 4. | <u>Donise C. May, Esq., BOS</u>
County Attorney (approved as to form only) | <u>10/27/2021</u>
Date | |

Comments: _____

COUNTY MANAGER – FINAL SIGNATURE APPROVAL

Taco E. Pope, AICP 10/27/2021
 Taco E. Pope, AICP, County Manager Date

RETURN ORIGINAL(S) TO CONTRACT MANAGEMENT FOR DISTRIBUTION AS FOLLOWS:

- Original: Clerk's Services; Contractor (original or certified copy)
- Copy: Department
- Office of Management & Budget
- Contract Management
- Clerk Finance

REVISED 21 SEP 15 PM 2:08

CG 21-059

Nassau County Board of County Commissioners Contract No. CM3092
Sole Source/Single Source Certification Form

Vendor Name:	<u>Stryker Emergency Care</u>	Department:	<u>Fire Rescue</u>
Address:	<u>11811 Willow Rd NE</u> <u>Redmond, WA 98052</u>		
Phone:	<u>(386) 216-6232</u>	Date:	<u>9/14/21</u>
Contact Name	<u>Ernest "Jay" Gray</u>		
Account:	<u>01261526-546020</u>	Cost:	<u>\$ 14,391.00</u>

Description of Goods and/or Service:

Service agreement with Stryker Emergency Care to provide technical support for LUCAS Chest Compression Systems used on Fire Rescue ALS apparatus.

Check one (1) of the following two (2) choices:

- Sole Source: The goods or services can be legally purchased from only one source.
- Single Source: The goods or services can be purchased from multiple sources, but, in order to meet certain functional or performance requirements, there is only one economically feasible source for this purchase.

Please check all of the following that apply:

- Purchase can only be obtained from original manufacturer-not available through distributors.
- Only authorized area distributor of the original manufacturer.
- Parts/Equipment are not interchangeable with similar parts of another manufacturer.
- This is the only known source that will meet the specialized needs of this department or perform the intended function.
- This source must be used to meet warranty or service maintenance requirements.
- This source is required for standardization.
- None of the above apply.

Comments/Explanations: (required)

Annual service agreement for twelve (12) LUCAS Chest Compression Systems.

Department Head

I certify that, to the best of my knowledge, this requisition reflects accurate information, has been reviewed, budgeted for and follows the Nassau County Purchasing Policy.

Roby Ryan 9-14-21

Office of Management and Budget

I certify that, to the best of my knowledge, funds are available for payment and this purchase is consistent with the Nassau County Purchasing Policy.

Marshall Eyerman 10/27/2021 *AR* 10/26/2021

County Manager

I certify that, to the best of my knowledge, the appropriate staff have reviewed and approved this Requisition and no other conditions would prevent approval.

Tara E. Poppy AICP 10/27/2021



ProCare® Services

3800 E. Centre Ave.
Portage MI 49002 USA
1-800-STRYKER
stryker.com

To:	Whom it may concern
Subject:	Emergency Care Parts and Service
Date:	June 3, 2021

Stryker's Medical division certifies that it is the original equipment manufacturer (OEM) or sole source distributor of parts for Stryker's Emergency Care products. All parts are manufactured at Stryker or by an outside supplier specifically for Stryker.

Stryker employs its own field service team (known as ProCare Services) to service its products. Stryker only uses OEM parts for repairs and has exclusive use of certain proprietary tools for diagnostics and repairs. Stryker Emergency Care products that require the use of such proprietary tools include, but are not limited to:

- Power-LOAD fastener
- Power-PRO cot
- Stair-PRO
- LUCAS 3 chest compression system
- LIFEPAK 15 monitor/defibrillator
- LIFEPAK 20e monitor/defibrillator
- LIFEPAK 1000 defibrillator
- LIFEPAK CR Plus / LIFEPAK CR2 defibrillator

Tooling is calibrated, documented and controlled by Stryker's home offices in Portage, MI, USA and Redmond, WA, USA. Calibration records and training records are available upon request.

Service repairs are documented and reviewed by Stryker's quality team. To help ensure Stryker's commitment to quality, Stryker tracks and trends its service to help ensure the highest level of product performance for its customers. Preventive maintenance (PM) and service history documentation is available upon request.

Please contact your local Stryker representative with questions.

ProCare Services

Contract No. CM3092
stryker

Sales Rep Name: Eric Smith
 ProCare Service Rep: Jay Gray

3800 E. Centre Ave
 Portage, MI 49009

Date: 9/10/2021
 ID #: 210910859741

PROCARE PROPOSAL SUBMITTED TO:

Billing Acct Num:	Name: Scott Tittle
Shipping Acct Num: 1064485	Title:
Account Name Nassau County Fire Rescue	Phone: (904) 530-6600
Account Address 96160 Nassau Place	Email: ttittle@nassaucountyfl.com
City, State Zip Yulee, FL 32097	

PROCARE COVERAGE

Item No.	Model Number	Model Description	ProCare Program	Qty	Length	Total
1	LUCAS	LUCAS	LUCAS Prevent Onsite	9	10/1/21 - 9/30/22	\$12,636.00
2	LUCAS*	LUCAS	LUCAS Prevent Onsite	3	10/20/21 - 3/14/22	\$1,755.00

PROGRAM INCLUDES:

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] **

	ProCare Total	\$14,391.00
	FINAL TOTAL	\$14,391.00

Ernest Gray 10/29/2021
 Stryker Signature Date

Taco E. Pope AICP 10/27/2021
 Customer Signature Date
 Taco E. Pope, AICP County Manager

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>

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

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.
 All information contained within this quotation is considered confidential and proprietary and is not subject to public disclosure.
 **Quote pricing valid for 30 days.

Contract No. CM3092

SERIAL NUMBER SHEET			
Item No.	Model	Serial Number	Program
1	LUCAS	30100863	LUCAS Prevent Onsite
2	LUCAS	30100867	LUCAS Prevent Onsite
3	LUCAS	30100860	LUCAS Prevent Onsite
4	LUCAS	30100838	LUCAS Prevent Onsite
5	LUCAS	30100852	LUCAS Prevent Onsite
6	LUCAS*	35200877	LUCAS Prevent Onsite
7	LUCAS	30100859	LUCAS Prevent Onsite
8	LUCAS	30100873	LUCAS Prevent Onsite
9	LUCAS	35173495	LUCAS Prevent Onsite
10	LUCAS	3519D980	LUCAS Prevent Onsite
11	LUCAS*	3520N888	LUCAS Prevent Onsite
12	LUCAS*	35200865	LUCAS Prevent Onsite

Contract No. CM3092
stryker

Purchase Order Form

Account Manager _____
Cell Phone _____

Purchase Order Date _____
Expected Delivery Date _____
Stryker Quote Number 210910859741

Check box if Billing same as Shipping

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

SHIP TO		CUSTOMER #
Shipping Account Num	1064485	
Company Name	Nassau County Fire Rescue	
Contact or Department	Scott Tittle	
Street Address	96160 Nassau Place	
Add'l Address Line		
City, ST ZIP	Yulee, FL 32097	
Phone	(904) 530-6600	

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 _____

Stryker Terms and Conditions
www.strykeremergencycare.com/terms

Authorized Customer Signature

Printed Name _____
Title _____
Signature _____
Date _____

Attachment Stryker Quote Number **210910859741**

*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.

ProCare - PRODUCT SERVICE PLAN AGREEMENT (Rev 03/01/2021)

This document sets forth the entire Product Service Plan Agreement ("Agreement") between Stryker Sales, LLC, 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.

1. SERVICE COVERAGE AND TERM

Stryker shall provide to Customer the ProCare Program(s) services (the "Services") as defined on Page 1 of the ProCare Proposal (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 ProCare Proposal.

2. EQUIPMENT SCHEDULE CHANGES

During the term of the Agreement, upon each party's written consent, additional Equipment may be added to the Equipment Schedule. 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. 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.

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, to allow 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 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 this Agreement due to payment default.

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 SOLELY 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 materially 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: (a) 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; (b) accidents; (c) catastrophe; (d) acts of god; (e) any malfunction resulting from faulty maintenance, improper repair, damage and/or alteration by non-Stryker authorized personnel; (f) Equipment on which any original serial numbers or other identification marks have been removed or destroyed; or (g) Equipment that has been repaired with any unauthorized or non-Stryker parts/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: (a) an injury or damage due to the negligence of any person other than Stryker's employee or agent; (b) 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; (c) 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 (d) 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 (a)-(d) 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 Stryker ceases to provide Services or the Agreement is canceled by either party by giving a 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, parts, 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 insurance, including products and completed operations liability coverage, with limits of \$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate covering Stryker's liability for bodily injury, personal injury, and property damage; (ii) commercial automobile liability insurance with a combined single limit of \$1,000,000.00 per accident covering Stryker's liability for bodily injury and property damage arising out of Stryker's use of owned, hired, and non-owned vehicles; and (iii) worker's compensation insurance as required by applicable law and employer's liability insurance subject to limits of \$1,000,000 per accident and \$1,000,000 per employee and policy limit for disease covering Stryker's liability for work-related injuries to all Stryker employees. 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. Notwithstanding any requirements hereunder to the contrary, 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. 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/service, hereby informs Customer 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 (a) 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.

20. HIPAA; DATA

(a) 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.

(b) Customer acknowledges and agrees that Stryker may use any data arising from or related to the performance or use of the equipment or services.

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.



CERTIFICATE OF LIABILITY INSURANCE

Contract No. CM3092
10/12/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Central, Inc. MSC#17382 Aon PO Box 1447 Lincolnshire IL 60069 USA	CONTACT NAME: PHONE (A/C. No. Ext): (312) 381-1000	FAX (A/C. No.):	
	E-MAIL ADDRESS:		
INSURED Stryker Corporation & Subsidiaries 2825 Airview Boulevard Kalamazoo MI 49002 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Old Republic Insurance Company		24147
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES **CERTIFICATE NUMBER:** 570089855837 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y		MWZY31274721	02/01/2021	02/01/2022	EACH OCCURRENCE	\$3,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
							MED EXP (Any one person)	Excluded
							PERSONAL & ADV INJURY	\$2,000,000
							GENERAL AGGREGATE	\$4,000,000
							PRODUCTS - COMP/OP AGG	\$4,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> Phys Dmg-Self Insd <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	MWTB 312744 21	02/01/2021	02/01/2022	COMBINED SINGLE LIMIT (Ea accident)	\$3,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE	
							AGGREGATE	
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	MWC31274321 AOS MWXS31274521 Excess WC - MI SIR applies per policy terms & conditions	02/01/2021	02/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
A					02/01/2021	02/01/2022	E.L. EACH ACCIDENT	\$2,000,000
							E.L. DISEASE-EA EMPLOYEE	\$2,000,000
							E.L. DISEASE-POLICY LIMIT	\$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Nassau County Board of County Commissioners are included as Additional Insured (CG2026 1219) in accordance with the policy provisions of the commercial general liability and automobile liability policies, but only if or to the extent required by written contract. The policies evidenced herein are primary and non-contributory to other insurance available to an Additional Insured, but only in accordance with the policy's provisions, where required by written contract. A waiver of Subrogation is granted in favor of additional insured in accordance with the policy provisions of the automobile liability and workers compensation policies. Should any of the above described policies be cancelled before the expiration date, Stryker will endeavor to mail 30 days written notice to the certificate holder named, but failure to do so shall impose no obligation or

CERTIFICATE HOLDER Board of Nassau County Commissioners 96135 Nassau Place, Suite 1 Yulee FL 32097 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
	<i>Aon Risk Services Central, Inc.</i>

Holder Identifier : attach ends

Certificate No : 570089855837



ADDITIONAL REMARKS SCHEDULE Contract No. CM43992 of _

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED Stryker Corporation & Subsidiaries	
POLICY NUMBER See Certificate Number: 570089855837			
CARRIER See Certificate Number: 570089855837	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

Additional Description of Operations / Locations / Vehicles:
 liability of any kind upon the named insured, insurer, its agents or representatives.

Contract No. CM3092

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Who Is An Insured is amended to include as an "insured" any person or organization for which you have agreed under contract or agreement to provide insurance. This includes a "temporary worker" you have agreed to cover.

However, the insurance provided shall not exceed the scope of the coverage and/or limits of this policy. Notwithstanding the foregoing sentence, in no event shall the insurance provided exceed the scope of coverage and/or limits required by said contract or agreement.

CA 435 010 0210

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF OTHER INSURANCE PROVISION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SECTION IV, B. General Conditions, item **5.** is hereby deleted and replaced by the following:

With respect to any person or organization, other than the named insured, included as an additional insured by reason of contractual agreement, which requires the named insured to procure insurance for such person or organization on a primary basis, the insurance afforded by this policy shall apply as primary insurance. If such additional insured has other insurance that is also primary, then we will share in any "loss" with that other insurance by the method described in this policy.

With respect to any other person or organization qualifying as an additional insured, other than such additional insured as described above, the insurance afforded by this policy shall apply as excess and not contribute with such other available insurance, whether such insurance is primary, excess, contingent or on any other basis.

With respect to the named insured, the insurance afforded by this policy shall be primary when no other insurance is available. Otherwise, the insurance afforded by this policy shall be in excess of and shall not contribute with any other available insurance, whether such other insurance is primary, excess, contingent or on any other basis.

Contract No. CM3092
COMMERCIAL AUTO
CA 04 44 10 13

POLICY NUMBER:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Stryker Corporation

Endorsement Effective Date: 02/01/21

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Any person or entity with whom the Insured has agreed in a written contract executed prior to loss, but only for the limits agreed to in such contract or the Limits of Insurance of this policy, whichever is less.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

POLICY NUMBER:

Contract No. CM3092
COMMERCIAL GENERAL LIABILITY
CG 20 26 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

All Persons or Organizations with whom the Insured has agreed in a Written Contract or Agreement that is executed prior to loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

Contract No. **CWG0023 13**

POLICY NUMBER: **MWC 312743 21**

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

ANY PERSON OR ORGANIZATION WHERE THE INSURED HAS AGREED BY CONTRACT, AGREEMENT, OR CERTIFICATE OF INSURANCE TO PROVIDE SUCH WAIVER, SPECIFICALLY INCLUDING ANY HOSPITAL OR GOVERNMENT (FEDERAL, STATE AND CITY) AS REQUIRED BY WRITTEN CONTRACT.

DATE OF ISSUE: **02-01-21**

Certificate Of Completion

Envelope Id: FC5BE203392D4D84BFFC926AC3BB9678

Status: Completed

Subject: Please DocuSign: CM3092 - Stryker - Technical Support LUCAS (002).pdf

Source Envelope:

Document Pages: 17

Signatures: 8

Envelope Originator:

Certificate Pages: 7

Initials: 2

Amber Carter

AutoNav: Enabled

acarter@nassaucountyfl.com

Envelopeld Stamping: Enabled

IP Address: 50.238.237.26

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Record Tracking

Status: Original

Holder: Amber Carter

Location: DocuSign

10/25/2021 4:37:40 PM

acarter@nassaucountyfl.com

Signer Events

Signature

Timestamp

Brian Simmons

bsimmons@nassaucountyfl.com

Manager, Procurement

Nassau County BOCC

Security Level: Email, Account Authentication (None)



Signature Adoption: Uploaded Signature Image
Using IP Address: 50.238.237.26

Sent: 10/25/2021 4:46:37 PM

Viewed: 10/26/2021 7:47:28 AM

Signed: 10/26/2021 7:47:35 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Alan Rosen

arosen@nassaucountyfl.com

Interim OMB Director

Nassau County BOCC

Security Level: Email, Account Authentication (None)



Signature Adoption: Pre-selected Style
Using IP Address: 50.238.237.26

Sent: 10/26/2021 7:47:37 AM

Viewed: 10/26/2021 4:48:55 PM

Signed: 10/26/2021 4:50:36 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

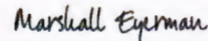
Marshall Eyerman

MEyerman@nassaucountyfl.com

Assistant County Manager

Nassau County BOCC

Security Level: Email, Account Authentication (None)



Signature Adoption: Pre-selected Style
Using IP Address: 50.238.237.26

Sent: 10/26/2021 4:50:39 PM

Viewed: 10/27/2021 7:19:55 AM

Signed: 10/27/2021 7:20:08 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Denise C. May, Esq., BCS

dmay@nassaucountyfl.com

Assistant County Attorney

Nassau County BOCC

Security Level: Email, Account Authentication (None)



Signature Adoption: Pre-selected Style
Using IP Address: 50.238.237.26

Sent: 10/27/2021 7:20:12 AM

Viewed: 10/27/2021 7:53:44 AM

Signed: 10/27/2021 7:53:53 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Signer Events	Signature	Timestamp
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Taco E. Pope, AICP
 tpope@nassaucountyfl.com
 County Manager
 Nassau County BOCC
 Security Level: Email, Account Authentication (None)

Taco E. Pope AICP

Signature Adoption: Pre-selected Style
 Using IP Address: 50.238.237.26

Contract No. CM3092
 Sent: 10/27/2021 7:53:55 AM
 Viewed: 10/27/2021 8:27:16 AM
 Signed: 10/27/2021 8:27:28 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Ernest Gray
 jay.gray@stryker.com
 Security Level: Email, Account Authentication (None)

Ernest Gray

Signature Adoption: Pre-selected Style
 Using IP Address: 50.224.150.146

Sent: 10/27/2021 8:27:31 AM
 Viewed: 10/29/2021 2:05:14 PM
 Signed: 10/29/2021 2:05:40 PM

Electronic Record and Signature Disclosure:
 Accepted: 10/29/2021 2:05:14 PM
 ID: 1ed299ef-bcf2-4ea3-be11-1536a1e524b1

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Brady Rigdon
 brigdon@nassaucountyfl.com
 Fire Chief
 Nassau County Fire-Rescue
 Security Level: Email, Account Authentication (None)

COPIED

Sent: 10/29/2021 2:05:42 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Constance Holmes
 cholmes@nassaucountyfl.com
 Fire Administration
 Nassau County Fire-Rescue
 Security Level: Email, Account Authentication (None)

COPIED

Sent: 10/29/2021 2:05:43 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Amber Carter
 acarter@nassaucountyfl.com
 Nassau County BOCC
 Security Level: Email, Account Authentication (None)

COPIED

Sent: 10/29/2021 2:05:45 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
Ernest Gray jay.gray@stryker.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 10/29/2021 2:05:14 PM ID: 1ed299ef-bcf2-4ea3-be11-1536a1e524b1	COPIED	Contract No. CM3092 Sent: 10/29/2021 2:05:46 PM
Brenda Linville blinville@nassauclerk.com Nassau County Clerk Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 10/29/2021 2:05:47 PM
Peggy Snyder psnyder@nassauclerk.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 10/29/2021 2:05:48 PM
Tina Barnett tbarnett@nassauclerk.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 10/29/2021 2:05:50 PM
Jennifer Marlatt jmarlatt@nassauclerk.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 10/29/2021 2:05:51 PM
Heather Nazworth hnazworth@nassauclerk.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 10/29/2021 2:05:52 PM
Melissa Lucey mlucey@nassauclerk.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 10/29/2021 2:05:54 PM

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/25/2021 4:46:37 PM
Certified Delivered	Security Checked	10/29/2021 2:05:14 PM
Signing Complete	Security Checked	10/29/2021 2:05:40 PM
Completed	Security Checked	10/29/2021 2:05:54 PM

Payment Events

Status

Timestamps

Contract No. CM3092

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, County of Nassau (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact County of Nassau:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: bsimmons@nassaucountyfl.com

To advise County of Nassau of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at bsimmons@nassaucountyfl.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from County of Nassau

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to bsimmons@nassaucountyfl.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with County of Nassau

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to bsimmons@nassaucountyfl.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify County of Nassau as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by County of Nassau during the course of your relationship with County of Nassau.