

AMENDMENT #1

This is the First Amendment ("Amendment") to the Master Services Agreement and Task Order under Agreement Number CON00031784 (collectively the "Agreement") between Client and Battelle Memorial Institute. The Parties agree that this First Amendment shall be effective as of April 10, 2020.

On April 10, 2020, Battelle Memorial Institute entered into a contract Defense Logistics Agency ("DLA") under which Battelle will operate the Critical Care Decontamination System™ (CCCS™) to process N-95 or N-95-equivalent respirators for healthcare personnel qualifying under the Emergency Authorization Act issued by the FDA on March 28th, 2020. Under the operations agreement the costs of processing will be assumed by FEMA and or HHS and thus no costs will be charged to the qualifying healthcare personnel.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Services:

Battelle will provide decontamination services to Client for hospital Personal Protective Equipment (PPE), limited to N-95 or N-95 equivalent filtering facepiece respirators. Client will be responsible for coordinating transportation of PPE to and from the Battelle approved decontamination facility. Client's designated driver will deliver used PPE generated at Client location(s) to the designated drop off location. Battelle will receive and store contaminated PPE prior to decontamination. Battelle will decontaminate and repackage PPE for retrieval by a Client-designated transport service. Battelle will deliver a chain of custody form (or equivalent) indicating conditions of the decontamination implementation process in addition to chemical indicators which will be used to qualify each decontamination cycle will be provided for each decontamination cycle performed for all PPE upon retrieval.

If Client wishes to have Battelle assist in the transportation of PPE to and from Client, Client can request such assistance. In response, and at Battelle's sole discretion, Battelle may provide a subcontractor to coordinate transportation of PPE to and from the Battelle approved decontamination facility to Client location.

Rates:

- \$0 per N-95 or N-95-equivalent respirators as defined in Battelle's FDA EUA available on the FDA's website.

These Rates will apply retroactively to the date the Agreement became effective.

Each party covenants not to challenge the validity of this Amendment and the Agreement for lack of consideration.

All other terms and conditions of the Agreement remain in full force and effect. If there is a conflict or inconsistency between the terms and conditions of this Amendment and the Agreement, the terms and conditions of this Amendment shall control.

IN WITNESS WHEREOF, this Agreement is executed by the duly authorized representatives of the Parties.

COUNTY OF SAN BERNARDINO –

BATTELLE MEMORIAL INSTITUTE

BY:

BY:



NAME: Curt Hagman

NAME: Amanda K. Botti

TITLE: Chairman, Board of Supervisors

TITLE: Sr. Contracts Manager