



Contract Number

22-40 A-3

SAP Number

4400016350

Arrowhead Regional Medical Center

Department Contract Representative	William L. Gilbert
Telephone Number	(909) 580-6150
Contractor	Linnet Americas
Contractor Representative	Tommy Weeks
Telephone Number	(909) 412-0988
Contract Term	March 1, 2021 through February 28, 2025
Original Contract Amount	NTE \$1,067,908
Amendment Amount	\$300,831
Total Contract Amount	\$1,368,739
Cost Center	8460

AMENDMENT NO. 3

This Amendment No. 3 (Amendment) effective as of February 27, 2024 is made by and between Linet Americas, Inc. (Contractor) and San Bernardino County on behalf of Arrowhead Regional Medical Center (Customer) and modifies the terms of the Service Contract Proposal with the proposal date of October 23, 2020 (Agreement), as amended on February 25, 2022 by Amendment No. 1, and October 25, 2022 by Amendment No. 2, as follows:

1. The maximum amount of payment under the Agreement shall not exceed \$1,368,739, which may be federally funded, and subject to availability of other funds to the Customer.
2. Delete Attachment A to the Agreement in its entirety and replace with Attachment A, as attached hereto and incorporated herein.

3. Campaign Contribution Disclosure (SB 1439)

Contractor has disclosed to the County using Exhibit 1 - Campaign Contribution Disclosure Senate Bill 1439, attached hereto, whether it has made any campaign contributions of more than \$250 to any member of the San Bernardino County ("County") Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within the 12 months before the date this Amendment was approved by the County Board of Supervisors. Contractor acknowledges that under California Government Code section 84308, Contractor is prohibited from making

campaign contributions of more than \$250 to any member of the County Board of Supervisors or other County elected officer for 12 months after the County's consideration of the Amendment.

In the event of a further proposed amendment to the Agreement, Contractor will provide County a written statement disclosing any campaign contribution(s) of more than \$250 to any member of the County Board of Supervisors or other County elected officer within the preceding 12 months of the date of the proposed amendment.

Campaign contributions include those made by any agent/person/entity on behalf of Contractor or by a parent, subsidiary or otherwise related business entity of Contractor.

4. **Full Force and Effect.** The Agreement, as amended by this Addendum, remains in full force and effect.
5. **Capitalized Terms.** Any capitalized term used but not defined in this Addendum shall have the meaning given to it in the Agreement.
6. **Electronic Signatures.** This Addendum may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Addendum. The parties shall be entitled to sign and transmit an electronic signature of this Addendum (whether by facsimile, PDF or other mail transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Addendum upon request.

SAN BERNARDINO COUNTY

►

Dawn Rowe, Chair, Board of Supervisors

Dated: _____
SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

By _____
Deputy

LINET AMERICAS

(Print or type name of corporation, company, contractor, etc.)

By ►

(Authorized signature - sign in blue ink)

Name _____
(Print or type name of person signing contract)

Title _____
(Print or Type)

Dated: _____

Address 9115 Harris Corners Pkwy. Suite 150

Charlotte, NC 28269

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
► Bonnie Uphold, Supervising Deputy County Counsel	► _____	► William L. Gilbert, Director
Date _____	Date _____	Date _____

ATTACHMENT A

LINET

Designed to help you care

9115 Harle Corner Pkwy, Suite 150
Charlotte, NC 28269

SERVICE CONTRACT PROPOSAL

PM & Repair Program

Annual Preventive Maintenance
Repair Labor
10% Discount on LINET Repair Parts
Regulatory Documentation

San Bernadino County on behalf of
Customer: Arrowhead Regional Medical Center
Address: 400 North Pepper Ave.
Colton, CA 92324

Phone: (909) 580-1000

Agreement Date Range: 3/01/2021-2/28/2025

Item	Qty.	Model	Year One		Year Two		Year Three		Year Four		Year Five	
			Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1	306	Multicare LE	\$415	\$ 126,990.00	\$423	\$ 129,438.00	\$431	\$ 131,886.00	\$431	\$ 131,886.00		
2	51	Multicare	\$450	\$ 23,400.00	\$450	\$ 23,400.00	\$468	\$ 24,336.00	\$468	\$ 23,868.00		
3	22	Stryker Secure3	\$295	\$ 6,490.00	\$305	\$ 6,710.00	\$312	\$ 6,864.00	\$431	\$ 9,482.00		
4	1	Blodex Stretcher			\$105	\$ 105.00	\$315	\$ 315.00	\$315	\$ 315.00		
5	17	Huastex Stretcher			\$105	\$ 1,785.00	\$315	\$ 5,355.00	\$315	\$ 5,355.00		
6	95	Stryker Stretcher			\$105	\$ 10,920.00	\$315	\$ 32,760.00	\$315	\$ 29,925.00		
7		Parts and Labor (to cover misuse and abuse)				\$ 66,668.00		\$ 200,000.00		\$ 100,000.00		
* This agreement includes annual Preventive Maintenance and Repairs. * Agreement includes a 10% discount on Linet Repair Parts not covered under warranty. * Customer is responsible for purchasing all repair parts. * Beds are covered under normal wear and tear, Misuse and Abuse are not covered. * Discount was only applied to the beds for the first three years. * Linet Item (7) to cover for any unexpected Labor and Linet parts outside of normal repair coverage, and not to exceed costs specified above. * Totals do not include taxes if applicable.												
492 Total:				\$156,880		\$239,494		\$401,516		\$300,831		
16% Discount:				\$25,101		\$25,603		\$26,094				
Sub-Total:				\$131,779		\$213,891		\$375,422		\$300,831		
Total:				\$131,779		\$213,891		\$375,422		\$300,831		

TERMS: NET 30 DAYS

Terms and Conditions provided upon request

Payment Options: Annually - Quarterly - Monthly

Total = \$1,021,824

Purchase Order #:
(Written PO Required)

X
Customer Signature

Department / Title

CA-2501-PMR1
Proposal #:

1/25/2024
Proposal Date:

3/31/2024
Proposal Expires:

LINET Service Sales Manager
Seth Woodward
(818) 882-4368
seth.woodward@linetamericas.com

Will Sidner
LINET Account Executive



Exhibit 1

Campaign Contribution Disclosure (SB 1439)

DEFINITIONS

Actively supporting the matter: (a) Communicate directly with a member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] for the purpose of influencing the decision on the matter; or (b) testifies or makes an oral statement before the County in a proceeding on the matter for the purpose of influencing the County's decision on the matter; or (c) communicates with County employees, for the purpose of influencing the County's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the Board or County employees for purposes of influencing the County's decision in a matter.

Agent: A third-party individual or firm who, for compensation, is representing a party or a participant in the matter submitted to the Board of Supervisors. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

Otherwise related entity: An otherwise related entity is any for-profit organization/company which does not have a parent-subsidary relationship but meets one of the following criteria:

- (1) One business entity has a controlling ownership interest in the other business entity;
- (2) there is shared management and control between the entities; or
- (3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), "shared management and control" can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

Parent-Subsidiary Relationship: A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

Contractors must respond to the questions on the following page. If a question does not apply respond N/A or Not Applicable.

1. Name of Contractor: LINET Americas

2. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?
Yes ☐ If yes, skip Question Nos. 3-4 and go to Question No. 5
No ☒

3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the matter and has a financial interest in the decision: NA

4. If the entity identified in Question No.1 is a corporation held by 35 or less shareholders, and not publicly traded ("closed corporation"), identify the major shareholder(s): NA

5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

Company Name	Relationship
LINET Group	Owner

6. Name of agent(s) of Contractor:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)
NA		

7. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subcontractor (1) actively supports the matter and (2) has a financial interest in the decision and (3) will be possibly identified in the contract with the County or board governed special district.

Company Name	Subcontractor(s):	Principal and/or Agent(s):
NA		

8. Name of any known individuals/companies who are not listed in Questions 1-7, but who may (1) actively support or oppose the matter submitted to the Board and (2) have a financial interest in the outcome of the decision:

Company Name	Individual(s) Name
NA	

9. Was a campaign contribution, of more than \$250, made to any member of the San Bernardino County Board of Supervisors or other County elected officer on or after January 1, 2023, by any of the individuals or entities listed in Question Nos. 1-8?

No ☒ If **no**, please skip Question No. 10.

Yes ☐ If **yes**, please continue to complete this form.

10. Name of Board of Supervisor Member or other County elected officer: NA

Name of Contributor: NA

Date(s) of Contribution(s): NA

Amount(s): NA

Please add an additional sheet(s) to identify additional Board Members/County elected officer to whom anyone listed made campaign contributions.

By signing the Amendment, Contractor certifies that the statements made herein are true and correct. Contractor understands that the individuals and entities listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer while award of this Amendment is being considered and for 12 months after a final decision by the County.