

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number

24-459 A1

SAP Number

Arrowhead Regional Medical Center

| | |
|---|-------------------------------|
| Department Contract Representative | Andrew Goldfrach |
| Telephone Number | 909-580-6150 |
| Contractor | Instrumentum California, LLC |
| Contractor Representative | Jeff Eardley |
| Telephone Number | (616) 916-2411 |
| Contract Term | July 25, 2024 – July 24, 2029 |
| Original Contract Amount | NTE \$5,000,000 |
| Amendment Amount | |
| Total Contract Amount | |
| Cost Center | |
| Grant Number (if applicable) | |

Amendment No. 1

WHEREAS, San Bernardino County on behalf of Arrowhead Regional Medical Center ("County") and Steris Corporation ("Steris") entered into a Contract for offsite sterile processing services with a term of July 25, 2024 through July 24, 2029 ("Contract"); and

WHEREAS, on or about March 31, 2025, Instrumentum California, LLC ("Instrumentum") acquired all or substantially all of the assets of Sterile Processing Services of America, Inc., who was subcontracted with Steris to provide the services at Arrowhead Regional Medical Center under the Contract; and

WHEREAS, as a result of that acquisition, Steris now desires to assign the Contract from Steris to Instrumentum; and

WHEREAS, as a result of that acquisition, the parties desire to amend the terms of the Contract to update relevant procedures and to provide the County reduced pricing for the services;

NOW THEREFORE, effective as of the date this Amendment is fully executed ("Effective Date"), the undersigned hereby agree to amend the Contract as follows:

1. Steris (also referred to as "Assignor") and Instrumentum (also referred to as "Assignee") hereby agree that, as of the Effective Date, Assignor shall assign all its rights, title, and interest, and delegate all of its obligations, responsibilities, and duties, in and to the Contract to Assignee.
2. Assignee hereby accepts the assignment of all of Assignor's obligations, responsibilities, and duties under the Contract and all of Assignor's rights, title, and interest in and to the Contract as of the Effective Date.
3. The County, in executing its consent to this assignment, does not release Assignor from any claims or remedies it may have against Assignor under the Contract for obligations incurred prior to the Effective Date.
4. "Contractor" in the Agreement is defined as referring to Instrumentum.
5. County acknowledges that Contractor may not process *all* types of reusable medical instruments (for example, endodontic scopes, some types of robotic arms, etc.) and County and Contractor will cooperate and work together to onboard the types of instruments and trays to be processed by Contractor hereunder.
6. The requirement in Section **B.8** of the Contract, requiring Contractor to interface with the ARMC Sterile Processing Microsystem, shall not apply.
7. Section B.16 is added to the Contract as follows:

B.16 Contractor's responsibilities shall also include the services set forth on Exhibit A and Exhibit E, as applicable to Contractor.
8. Exhibit A, attached to this amendment, is hereby added to the Contract.
9. Section B.17 is added to the Contract as follows:

B.17 The timeframe set forth on Exhibit B shall apply this Contractor's services with the acknowledgement that process and turnaround times exclude weekends and holidays on which the Contractor's facilities are not operating.
10. Exhibit B, attached to this amendment, is hereby added to the Contract.
11. All references to "Attachment A" in the Contract are deleted and replaced with a reference to "Exhibit C".
12. Exhibit C, attached to this Amendment, is hereby added to the Contract.
13. Notwithstanding the language of Section **C.4** of the Contract, Contractor conducts background checks on its employees upon hire and can certify that it complies with the background requirements set forth in such Section, but Contractor: (i) cannot provide County with the background check results for any specific employees, and (ii) does not conduct additional background checks upon request of a customer.
14. Section E.4 is added to the Contract as follows:

E.4 ARMC shall comply with the Tray Return Protocol set forth on Exhibit D and Exhibit E, as applicable to ARMC.
15. Exhibits D and E, attached to this Amendment, are hereby added to the Contract.

16. For clarification, this Contract is not an "Environmental Contract" and therefore the insurance requirements in Section **G.11.6** of the Contract shall not apply to this Contract.
17. All capitalized terms in this Amendment shall have the meanings subscribed to them in the Contract, unless otherwise noted in this Amendment.
18. **Debarment and Suspension.** Assignee represents and warrants that it is not and at no time has been convicted of any criminal offense related to health care nor has been debarred, excluded, or otherwise ineligible for participation in any federal or state government health care program, including Medicare and Medicaid. Further, Assignee represents and warrants that no proceedings or investigations are currently pending or to Assignee's knowledge threatened by any federal or state agency seeking to exclude Assignee from such programs or to sanction Assignee for any violation of any rule or regulation of such programs.
19. Capitalized terms used but not otherwise defined in this Amendment shall have the same meanings set forth in the Contract.
20. **Full Force and Effect.** All other terms and conditions of the Contract remain in full force and effect.
21. **Levine Act - Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439).** Instrumentum has disclosed to the County using Schedule 1 – Levine Act - Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439), attached hereto, whether it has made any campaign contributions of more than \$500 to any member of the 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 Board of Supervisors. Instrumentum acknowledges that under Government Code section 84308, Instrumentum is prohibited from making campaign contributions of more than \$500 to any member of the 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 Contract, Instrumentum will provide the County a written statement disclosing any campaign contribution(s) of more than \$500 to any member of the 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 Instrumentum or by a parent, subsidiary or otherwise related business entity of Instrumentum.

22. This Amendment 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 Amendment. The parties shall be entitled to sign and transmit an electronic signature of this Amendment (whether by facsimile, PDF or other mail transmission), which signature shall be binding on the party whose name is contained

[SIGNATURE PAGE FOLLOWS]

SAN BERNARDINO COUNTY on behalf of Arrowhead
Regional Medical Center

► Dawn Rowe

Dawn Rowe, Chair, Board of Supervisors

Dated: NOV 04 2025

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

By Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County



INSTRUMENTUM CALIFORNIA, LLC

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

By ► Jeff Eardley

(Authorized signature - sign in blue ink)

Name Jeff Eardley

(Print or type name of person signing contract)

Title Chief Commercial Officer

(Print or Type)

Dated: 10/01/2025

Address 3701 FAU Boulevard, Suite 100

Boca Raton, FL 33431

FOR COUNTY USE ONLY

Approved as to Legal Form

► Charles Phan
Charles Phan, Supervising Deputy County
Counsel

Date 10/6/2025

Reviewed for Contract Compliance

Date

Reviewed/Approved by Department

► Andrew Goldfrach
Andrew Goldfrach, ARMC Chief Executive Officer

Date 10/7/2025

EXHIBIT A

Services

1. Instrumentum will provide the following general services:
 - Tray Collection (Soiled Tray Pick Up)
 - Tray Inspection (TRP Adherence), Cleaning and Decontamination
 - Tray Inspection, Assembly
 - Tray Sterilization
 - Tray Storage
 - Tray Delivery (Processed (Sterilized) Tray Delivery)
2. Instrumentum will not transfer any clinical waste.
3. Instrumentum will provide “transfer” carts for delivering Trays in Containers to and from the Facilities.
4. Instrumentum will scan Trays and/or transfer carts at the Collection Point and Delivery Point using software (“**Software**”) to record collection and delivery.
5. Instrumentum will “collect” Soiled Trays and/or transfer carts at the Collection Point.
6. Instrumentum will perform Return Quality Audits (“**RQAs**”) to validate that Customer is adhering to the TRP. In the event that a Soiled Tray does not adhere to the TRP, Instrumentum will create a TRP Incident Report, including photos, in the Software and notify the Customer for corrective action. A fee of equal to 5% of the applicable fee for processing the applicable Soiled Tray into a Processed Tray will be applied per Soiled Tray for each occurrence (“**TRP Incident Fee**”) and added to the Customer’s next invoice.
7. Instrumentum will “deliver” Processed Trays and/or transfer carts at the Delivery Point.

EXHIBIT B

Process Timeframes

1. Collection Period – Time within which Instrumentum shall collect Soiled Trays from ARMC at the Collection Point: 12 hours and additional collections as agreed upon.
2. Processing Period – Time within which Instrumentum shall process Soiled Trays collected during the Collection Period and either store or else return or deliver Processed Trays back to ARMC at the Delivery Point: 48 hours.

EXHIBIT C

Terms; Service Fees & Volumes

Service Start Date (Targeted): November 4, 2025

Monthly Commitment: 250 Trays/month
300 Peel Packs/month

Monthly Subscription Fee: \$ 43,100 /month¹

Guaranteed Capacity Contractor agrees to have capacity for up to the Monthly Commitment stated above. On a Daily Basis, Contractor's capacity commitment is: (a) the Monthly Commitment, divided by (b) 20 (representing the average number of days during a given month in which Contractor's facility is processing Trays), plus (c) a variance in the amount of 20% (e.g., this results in 15 Trays/Day based upon the Monthly Commitment above);

provided that:

- (i) Contractor will use commercially reasonable efforts to service County Trays and Peel Packs in excess of the above committed capacity and, in most cases, is able to do so, and
- (ii) Contractor and County will work together to assess County's regular surgical needs and volumes in order to allow Contractor to schedule capacity on a daily and weekly basis with the goal of meeting County's needs even if exceeding the daily commitment arrived at by the above formula.

Excess of Monthly Commitment: For trays in excess of the Monthly Commitment, Contractor shall charge County \$155 per tray. For peel packs in excess of the Monthly Commitment, Contractor shall charge County \$14.50 per Peel Pack

Pricing Tier: The pricing for the Monthly Subscription fee is based on the Monthly Commitment. Upon request of the County, the parties agree to amend this Contract to revise the Monthly Subscription fee and Monthly Commitment to reflect reduced pricing for a higher Monthly Commitment of Trays and/or Peel Packs with pricing in accordance with the applicable tier and pricing levels set forth below (on the following page):

¹ The Monthly Subscription Fee is equivalent to the Monthly Commitment of Trays and/or Peel Packs multiplied by the applicable Per-Tray and/or Per-Pack Fee.

| Standard Pricing Table | | | | | | | |
|-----------------------------|-----------------------------|----------|----------|----------|-----------|----------|----------|
| Average Monthly Tray Volume | \$/Tray Per Month (Average) | | | | | | |
| | Non-Subscription | Tier 1 | Tier 2 | Tier 3 | Tier 4 | Tier 5 | Tier 6 |
| | 100-199 | 200-399 | 400-799 | 800-1199 | 1200-1599 | 1600+ | |
| | 100 | 200 | 400 | 800 | 1200 | 1600 | |
| Sterilization | \$105.00 | \$90.00 | \$85.00 | \$80.00 | \$75.00 | \$70.00 | \$65.00 |
| Logistics | \$80.00 | \$75.00 | \$70.00 | \$65.00 | \$60.00 | \$55.00 | \$50.00 |
| Full Price | \$185.00 | \$165.00 | \$155.00 | \$145.00 | \$135.00 | \$125.00 | \$115.00 |

| Service Fees | | Standard Pricing Full Service: Trays or Packs Per Day (Average) | | | |
|--|---------------------------------------|---|---------|---------|---------|
| Service | Tray or Pack Type | 0-30 | 31-90 | 91-180 | 180+ |
| Sterilization (Committed Pre-paid Subscription Services) | Peel Pack Single | \$14.50 | \$12.50 | \$10.50 | \$9.50 |
| Sterilization (Committed Pre-paid Subscription Services) | Peel Pack 2 to 4 items | \$19.50 | \$17.50 | \$15.50 | \$13.50 |
| Sterilization (Committed Pre-paid Subscription Services) | Peel Pack 4 or more | \$30.50 | \$28.50 | \$26.50 | \$24.50 |
| Prepaid Sterilization (One Time) | Peel Pack 4 or more items (non-ortho) | \$32.50 | N/A | N/A | N/A |

Instrumentum will use commercially reasonable efforts to process all requested Trays and Peel Packs for Customer and can typically accommodate all requests.

EXHIBIT D

Tray Return Protocol (TRP)

- Point of use treatment - ARMC to ensure proper cleaning of Instruments and Equipment to remove gross debris.
- ARMC to return all Instruments and Equipment to proper Instrument Tray.
- ARMC to pre-treat Soiled Trays with appropriate pretreatment, ensuring compliance with IFU.
- ARMC to place Soiled Trays back in appropriate Container, ensuring Container filters remain in place.
- ARMC to properly close and latch Container.
- ARMC to place Container in appropriate case cart.

EXHIBIT E

Vendor Loaner Tray Policy

To ensure Trays are serviced in a timely manner, ARMC's surgical instrument or implant manufacturers ("**Vendors**") shall deliver Loaner Trays (as defined below) to Instrumentum in accordance with the below conditions:

1. Loaner Trays must be delivered to Instrumentum no later than 7:00 am PT for procedures scheduled two days later. Example: For procedures scheduled on a Wednesday, Loaner Trays must be delivered to Instrumentum by Vendor no later than 7:00 am PT on Monday.
2. All Loaner Trays must be scanned into Instrumentum's Software system at the time of delivery.
3. Instrumentum shall retrieve Soiled Trays that are Loaner Trays after the completion of the applicable procedure as soon as possible, but in no case later than twelve (12) hours after the completion of the applicable procedure and returned to Instrumentum for any agreed re-Processing and/or pick up by Vendor.

As used in this Agreement, "**Loaner Trays**" means Trays owned by a Vendor of ARMC and not consigned by Vendor to ARMC.



SCHEDULE 1

Levine Act –

Campaign Contribution Disclosure

(formerly referred to as Senate Bill 1439)

The following is a list of items that are not covered by the Levine Act. A Campaign Contribution Disclosure Form will not be required for the following:

- Contracts that are competitively bid and awarded as required by law or County policy
- Contracts with labor unions regarding employee salaries and benefits
- Personal employment contracts
- Contracts under \$50,000
- Contracts where no party receives financial compensation
- Contracts between two or more public agencies
- The review or renewal of development agreements unless there is a material modification or amendment to the agreement
- The review or renewal of competitively bid contracts unless there is a material modification or amendment to the agreement that is worth more than 10% of the value of the contract or \$50,000, whichever is less
- Any modification or amendment to a matter listed above, except for competitively bid contracts.

DEFINITIONS

Actively supporting or opposing 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 below. If a question does not apply respond N/A or Not Applicable.

1. Name of Contractor: Instrumentum California, LLC
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: N/A
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):
N/A
5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

| Company Name | Relationship |
|-----------------------------|---|
| Instrumentum, LLC | Wholly-owning parent entity |
| Instrumentum West, LLC | Sibling entity (wholly-owned by same parent entity) |
| Instrumentum Northeast, LLC | Sibling entity (wholly-owned by same parent entity) |

6. Name of agent(s) of Contractor:

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

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): |
|--------------|-------------------|----------------------------|
| N/A | | |
| | | |

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 |
|--------------|--------------------|
| N/A | |
| | |

9. Was a campaign contribution, of more than \$500, made to any member of the San Bernardino County Board of Supervisors or other County elected officer within the prior 12 months, 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: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Please add an additional sheet(s) to identify additional Board Members or other County elected officers 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 \$500 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.