

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



Contract Number
24-995

SAP Number

Arrowhead Regional Medical Center

Department Contract Representative	<u>Andrew Goldfrach</u>
Telephone Number	<u>(909) 580-6150</u>
Contractor	<u>UMAC dba Mammo.com</u>
Contractor Representative	<u>Adilene Masopust</u>
Telephone Number	<u>(949) 427-5090</u>
Contract Term	<u>October 22, 2024 through October 21, 2025</u>
Original Contract Amount	<u>\$28,000</u>
Amendment Amount	<u></u>
Total Contract Amount	<u>\$28,000</u>
Cost Center	<u>7630</u>
Grant Number (if applicable)	<u></u>

Briefly describe the general nature of the contract: Service Agreement with UMAC dba Mammo.com, including non-standard terms, for the provision of service and preventative maintenance on imaging equipment in the amount of \$28,000, for the term of October 22, 2024 through October 21, 2025.

FOR COUNTY USE ONLY

Approved as to Legal Form

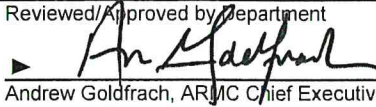

Charles Phan, Supervising Deputy County Counsel

Date 10/2/2024

Reviewed for Contract Compliance

Date _____

Reviewed/Approved by Department


Andrew Goldfrach, ARMC Chief Executive Officer

Date 10/9/2024



UMAC/Mammo.com SERVICE AGREEMENT

UMAC/Mammo.com

26170 Enterprise Way, Suite 400
 Lake Forest CA 92630
 +1 (800) 492-8622
www.umacglobal.com

Proposal For Customer:

San Bernardino County on behalf
 of Arrowhead Regional Medical
 Center
 400 N Pepper Ave
 Colton, CA 92324
 summersc@armc.sbcounty.gov
 (909) 580-3924
 ATTN: Christina Summers

Prepared By:

NAME: Michael Amiri
 EMAIL: michael.amiri@umacglobal.com
 SERVICE AGREEMENT NUMBER: 3924
 PRINT DATE: 10/01/2024

Effective Date: 10/22/2024 - 10/21/2025

QUOTE:

Payment Terms: **Upfront/Annual** **Quarterly**

Description	Price per Unit*	Qty	Total
Service Agreement			
Selenia 2D (Serial # 28405105808W)	\$28,000	1	\$28,000

Payment Plans	Payment Terms	Total
Quarterly	Due Quarterly upon receipt of invoice	\$7,000.00



UMAC dba MAMMO.COM

By: Michael Amiri
Michael Amiri (Sep 27, 2024 10:10 PDT)
Name: Michael Amiri
Title: CEO
Date: 27/09/2024

Customer's Acceptance

By: Dawn Rowe
Name: Dawn Rowe
Title: Chair, Board of Supervisors
Date: OCT 27 2024

The price quoted in this proposal will remain firm for thirty (30) days from the print date above. This proposal contains confidential information and is intended solely for the use of the individual or entity to whom it is addressed. Disclosing, copying, or distributing of this information is strictly prohibited, unless disclosure is otherwise required by law, including but not limited to the California Public Records Act and/or the Ralph Brown Act.

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD LYNN MONELL COUNTY OF SUPERVISORS Clerk of the Board of Supervisors of the County of San Bernardino

By: [Signature]
Deputy




UMAC/MAMMO.COM Standard Service Terms and Conditions

This UMAC/MAMMO.COM Standard Service Agreement (this "Agreement") applies to the servicing of certain equipment ("Equipment") identified in the Equipment Schedule attached as Exhibit A, and proposal signed by UMAC dba MAMMO.COM ("UMAC") and San Bernardino County on behalf of Arrowhead Regional Medical Center ("Customer") for the applicable extended warranty or service plan and at the hours of operation and rates indicated below ("Service Plan").

1. SERVICES.

- 1.1. **Equipment and Location.** UMAC shall perform all services (the "Services") contemplated on the Equipment as described and at the locations in the schedule attached as Exhibit A to this Agreement. The primary service shall include preventative maintenance inspections and on-call remedial service, as required, due to malfunction, and part replacement, as described in this Agreement. UMAC shall perform Additional Services if requested by Customer and approved by UMAC pursuant to this Agreement.
- 1.2. **Service Hours; Remote Access.** Any services due under this Agreement shall be performed during regular business hours (8:00 AM to 5:00 PM), Monday through Friday, excluding holidays, or outside of regular business hours if approved by UMAC (in its sole discretion and judgment) and Customer is able to provide the access and ability for UMAC to perform such services outside of regular business hours. Customer shall permit and take all actions reasonably necessary to permit UMAC to perform any services due in this Agreement by remote access (usually via TeamViewer, or any other online remote access software). In furtherance of such actions, Customer shall execute all reasonably necessary consent and authorization forms for UMAC to receive and utilize remote access software. Such remote access services shall be limited to the scope of services due by this Agreement and UMAC agrees not to utilize remote access for any wrongful purpose. UMAC will utilize its best and reasonable efforts to comport service hours to the needs and demands of Customer.
- 1.3. **Preventive Maintenance Inspections.** Preventive Maintenance ("PM") inspections shall be performed on a bi-annual basis of two PMs per year, or as needed per system performance, as determined by UMAC. Each inspection shall be performed during the service hours specified, and includes items such as lubrications, cleanings, functional tests, and adjustments, among others and as needed.
- 1.4. **Overtime and Holiday Services.** UMAC may be requested to provide, on an additional hourly basis and at the Customer's expense, emergency maintenance service outside of regular service hours or on holidays, at a rate of \$200.00 per hour for emergency service outside of regular service hours and \$275.00 per hour for emergency service on holidays. UMAC's observed holidays are New Years Day, Memorial Day, Independence Day, Labor Day, Good Friday, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, Christmas Day, and New Years Eve. These observed holidays are subject to change at the discretion of UMAC. Notice will be provided to Customer in the event of any changes to observed holidays.
- 1.5. **Access.** For all services, whether on-site or remote, UMAC representatives are required to have, and Customer shall provide, reasonable access to the Equipment in order to effect the necessary adjustments and repairs. Customer shall provide adequate storage space for spare parts, test equipment and adequate workspace, heat light, ventilation, "clean" electric current and outlets for use by UMAC representatives. All test and maintenance



equipment, tools, maintenance documentation, and spare parts, until incorporated in the Equipment, shall remain owned by and the personal property of UMAC and may be removed by UMAC at any time.

1.6. **Employees; Use of Subcontractors.** All personnel assigned by UMAC to perform Services will be employees of UMAC, or qualified subcontractors thereof, and UMAC will pay all salaries, expenses, social security, federal and state unemployment taxes, and any other payroll or withholding taxes relating to such employees. UMAC will be considered, for all purposes, an independent contractor, and it will not, directly or indirectly, act as an agent, servant or employee of Customer, nor make any commitments, nor incur any liabilities on behalf of Customer without written consent. UMAC may, in its sole discretion and judgment, engage qualified subcontractors or independent contractors to perform the Services hereunder, provided UMAC shall fully compensate said subcontractors or independent contractors (collectively, "Contractors") and, in all instances, remain responsible for the proper completion of the Services and the acts and omissions of such Contractors. UMAC shall remain directly responsible to Customer for its employees and Contractors and shall indemnify Customer for the actions or omissions of its employees and Contractors under, the terms and conditions specified in Section 20 of this Agreement.

2. **PAYMENT.**

2.1. **Payment.** Customer may agree to pay the price provided on the Quote (the "Total Price") on an annual, bi-annual, quarterly or monthly basis. In the event Customer elects an annual payment, Customer is entitled to a 5% discount of the Total Price as reflected in the quote. If bi-annual, Customer is entitled to a 3% discount of the Total Price as reflected in the quote. Such election must be made by Customer on the Quote by checking the appropriate box.

2.2. **Payment of Total Price.**

2.2.1. **Annual.** If Customer elected to pay the Total Price on an annual basis, Customer shall pay the Total Price to UMAC within 30 days of executing this Agreement. UMAC will not be responsible to perform any obligations stated in this Agreement unless the entire amount has been paid and funds cleared on or prior to the due date.

2.2.2. **Quarterly.** If Customer elected to pay the Total Price on a quarterly basis, the Total Price will be divided into four equal payments (the "Quarterly Payment"). Customer shall pay the first Quarterly Payment within 45 days of receipt of invoice from UMAC. Customer shall pay all Quarterly Payments thereafter within 45 days of receipt of invoice from UMAC until the Total Price has been paid in full to UMAC.

2.3. **Late Fee.** Any payment due under this Agreement by Customer to UMAC is considered late on the fifth day after such payment is due. In the event any payment due under this Agreement is late, UMAC may elect to: (i) cancel this Agreement and terminate its obligations due by this Agreement; and/or (ii) charge to Customer a late fee in the amount of \$500. Customer shall pay the late fee within five days of receiving written notice of such late fee.

2.4. **Method of Payment.** Customer shall cause all payments due under this Agreement to be paid directly to UMAC (i) by check in-person or by mail to UMAC/MAMMO.COM, 26170 Enterprise Way, #400, Lake Forest, CA 92630, or (ii) wire transfer as follows:

Wire Information

Beneficiary	UMAC/MAMMO.COM	Account #	848-001-6016
Swift #	WFBIUS6S	Tax ID #	26-4744395
Routing / ABA #	121000248	Banking Address	Wells Fargo 433 N. Camden Dr. Beverly Hills, CA 90210

Customer may provide written confirmation of any initiated wire transfer on or before the date such payment is due in order to avoid or cancellation of this Agreement. In the event any payment attempt is not completed or is returned (due to non-sufficient funds, or failed or canceled wire transfer, or otherwise) such payment will not be considered made and may be considered late.



- 2.5. **Additional Services/Fees; Taxes. (a) Additional Services.** Customer may request additional services (the "Additional Services") to be performed on the Equipment, other equipment, or other services that are not contemplated by this Agreement or included in the quote. In the event Additional Services are requested, UMAC will charge Customer the rates listed in Exhibit A or charged at the prevailing rate if not otherwise listed ("Additional Fees"). Customer shall pay all Additional Fees within 45 days of the date written notice (via invoice) is provided to Customer by UMAC. UMAC retains the right to approve or reject requested Additional Services, and provide Additional Services in its sole judgment, including service dates/times and methods and the extent of service. **(b) Sales and Similar Taxes.** The Total Price and any other price or cost in the quote or in this Agreement do not include applicable sales, use, excise, or other taxes. All applicable taxes will be billed as an additional fee to Customer and Customer shall pay such additional fee within 45 days of the date of invoice. It is the responsibility of Customer to ensure that all, if any, tax exemption certificates are provided and on file with UMAC prior to the performance of any services due under this Agreement.
- 2.6. **New, Additional or Replacement Equipment.** In the event Customer purchases new, additional or replacement equipment from UMAC during the term of this Agreement, the parties agree to either terminate this Agreement or amend this Agreement to reflect any differences in the costs of Services between the current Equipment and any new, additional or replacement equipment.
3. **TERMINATION.**
- 3.1. **Term.** The term of this Agreement is reflected on the proposal.
- 3.2. **Reserved.**
- 3.3. **Termination.**
- 3.3.1. **Termination Without Cause.** Either party may terminate this Agreement, in whole or in part, at any time and without cause after providing the other party with 30 days' prior written notice. Upon notice, UMAC may cancel any services scheduled to be performed following the date of termination. Customer will be invoiced for any charges through the date of termination. UMAC will not be responsible for repairing Equipment, which required repair during the term of this Agreement if UMAC is advised after the expiration or termination of this Agreement, or if a repair visit cannot be scheduled by Customer before the expiration or termination. In case of such termination by Customer, (unless Customer sells its business, permanently retires the use of the Equipment at Customer's facility but only upon Customer providing three month's prior written notice of such permanent retirement, or Customer's business merges with or is acquired by another entity who will have a controlling interest of 50% or greater), Customer will be assessed a cancellation fee of 15% of the residual Total Price, based on the effective termination date. UMAC may, in its sole discretion and judgment, set-off, credit, or refund any unused amounts prepaid by Customer.
- 3.3.2. **Termination For Cause.** Customer shall be in default under this Agreement upon: (a) failure by Customer to make any payment due to UMAC within ten (10) days of UMAC providing written notice to Customer of its late payment status; and/or (b) Company's failure to provide reasonable access to the Equipment as required in this Agreement or as the circumstances may require. Either Party shall be in default under this Agreement if such Party fails to perform any of its other obligations under the Agreement and such failure is not cured within thirty (30) days of the non-breaching Party providing written notice thereof. Upon the occurrence of any default by Customer, UMAC, at its sole option, may (i) immediately cease providing Services under the Agreement until the default is cured or corrected; or (ii) immediately terminate this Agreement. In the event



of the commencement of any insolvency, bankruptcy or similar proceedings by or against either party, including any assignment for the benefit of creditors, this Agreement shall be terminated immediately.

- 3.4. **Effect of Termination.** Upon any termination of this Agreement, either without cause or with cause, (a) Customer is still liable to pay any and all amounts due and owing to UMAC as of the date of termination; (b) UMAC will return (or destroy) all applicable Customer confidential information and other property and materials of Customer that were furnished by Customer as a result of this Agreement within 15 days after termination; (c) Customer shall return all confidential information it has obtained from UMAC within 15 days after termination unless retention is otherwise required by law.
4. **Initial Inspection of Equipment.** For Equipment not previously covered by a UMAC extended warranty plan or other UMAC service plan, the Equipment may be inspected by a UMAC representative to determine its condition within 30 days of the date of execution of this Agreement. If any repairs are required to meet the original manufacturer's specifications, or if Equipment is non-repairable, UMAC may: (1) terminate the Agreement upon written notice to customer, or (2) request an amendment to the Agreement to remove such Equipment and/or make an appropriate adjustment to the Total Price, but any such amendment will not be effective until fully executed by the parties. Nothing in this Agreement shall be construed to impose any duty or obligation whatsoever on UMAC for any Equipment that does not meet original manufacturers specifications or non-repairable Equipment.
5. **Parts.** Parts are replaceable or replaced components of the Equipment and can include both new and refurbished parts, at UMAC's sole discretion. All replacement parts will be installed on an exchange basis. In other words, Parts removed will become the property of UMAC upon their removal from the Equipment. All parts shall meet or exceed the standards required for optimum performance of the system. X-Ray Tubes are covered by this Agreement and will be provided used or new at UMAC's discretion.
6. **Reserved.**
7. **Discounts; Rebates; Compliance.** As applicable, the parties agree that any discounts or rebates on items or services provided by UMAC under this Agreement constitute a "discount or other reduction in price" of the items or services under Section 1128B(b)(3)(A) of the Social Security Act. 42 U.S.C 81320a-7b(b 3 A). Customer must properly disclose actual prices paid for items or services acquired pursuant to this Agreement, including any discounts or rebates, on any Medicare, Medicaid or other Federal Health Care Program (as defined in Section 1128B(f) of the Social Security Act) cost report for the fiscal year in which earned or the following year. In addition, Customer must furnish, upon request by the Secretary of Health and Human Services, the State Medicaid or other Federal Health Care Program agency, all information concerning the amount or value of the discounts or rebates, including this Agreement and related invoices and statements. Customer warrants that no kickbacks were offered, provided and/or solicited by Customer or UMAC as a precondition for entering into this Agreement with UMAC. UMAC shall provide to Customer all information and documents reasonably requested relating to any "discount or other reduction in price" to ensure that Customer has all information necessary to comply with its reporting obligations.
8. **Warranty.** UMAC's Standard Service Warranty Policy is attached to this Agreement.
9. **Limitation of Liability.** Except as to claims based on indemnification of third party claims, third party personal injury (including death), property damage caused by UMAC at no fault of any other entity/individual, property damage caused by Customer at no fault of any other entity/individual, gross negligence, willful misconduct, and violations of law, in no event shall either party's liability hereunder exceed the aggregate amount of the Total Price in this Agreement. IN NO EVENT, SHALL EITHER PARTY OR THEIR RESPECTIVE AFFILIATES, AGENTS, EMPLOYEES OR SUPPLIERS BE LIABLE FOR ANY LOSS OF PROFITS OR REVENUES, CONSEQUENTIAL, INCIDENTAL,



UNFORESEEN, SPECIAL OR PUNITIVE DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF USE OF ANY EQUIPMENT OR OTHER PRODUCTS, LOSS OF STORED, TRANSMITTED OR RECORDED DATA, COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT OR OTHER PRODUCTS, FACILITIES, SERVICE OR REPLACEMENT SERVICE OR

DOWNTIME COSTS. UMAC shall not be liable for (i) any use, modifications, service or maintenance of Equipment by personnel (of Customer or otherwise) who have not been trained by UMAC or UMAC-approved personnel, (ii) any use, modifications, service or maintenance of Equipment not expressly authorized by UMAC, (iii) inability to use the Equipment (unless caused by UMAC, its employees, agents, and Contractors), or (iv) any negligence or willful misconduct of Customer, its employees or agents, or any party other than UMAC, its employees, agents, and Contractors. This section will apply to any action, for any cause whatsoever, whether in contract or in tort, including negligence, strict liability, warranty or otherwise, and is a separate, essential term of this Agreement, and shall be effective upon the failure of any remedy, exclusive or not. This section shall survive termination or expiration of this Agreement.

10. **Relationship of the Parties.** The parties to this Agreement are independent contractors. This Agreement does not create or otherwise imply that there is any relationship of employment, agency, franchise, joint venture, partnership or other similar legal relationship among the parties. No party has the authority to bind or act on behalf of any other party except as otherwise expressly stated in this Agreement. UMAC shall not be responsible for any workers compensation claims or to Customers employees, contractor or agents.
11. **Governing Law and Venue.** This Agreement shall be interpreted and construed under the laws of the State of California. Any action arising under this Agreement shall be venued exclusively in the San Bernardino County Superior Court, San Bernardino District.
12. **Assignments.** Neither party may assign this Agreement without the prior written consent of the other party, and any such assignment shall be void, invalid and shall have no legal effect if attempted without obtaining consent; provided, however, that either party may assign this Agreement to a commonly-owned subsidiary, affiliate division, or a successor-in-interest with at least 30 days advance written notice. Notwithstanding the foregoing, in the event that UMAC assigns this Agreement to a third-party with whom Customer is legally prohibited from doing business with, Customer may terminate this Agreement immediately upon written notice without any further obligations, including payment of any cancellation fee, under this Agreement.
13. **Force Majeure.** Neither party will be liable for any delay or failure of performance if and to the extent such delay or failure is caused by interruption of service resulting directly or indirectly from an act of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, flood, the elements, epidemics, strikes, labor disputes, shortages of fuel, power, suitable parts, materials, labor or transportation governmental or regulatory actions, or circumstances beyond its reasonable control and that by the exercise of due diligence it is unable to prevent, provided that the non-performing party uses its commercially reasonable efforts to overcome the same. In event of force majeure, UMAC's obligation to perform Services hereunder shall be excused without liability, and UMAC agrees to resume performance of Services as soon as reasonably practicable following cessation of such condition. However, UMAC shall not bill Customer during such force majeure event and the Total Price under this Agreement shall be reduced accordingly to account for the force majeure event. The foregoing provisions regarding force majeure does not apply to any obligation of payment under this Agreement and does not permit delay, waiver or excuse of payment of any amount.
14. **Books and Records.** UMAC agrees that, until the expiration of four (4) years after the furnishing of any goods and services pursuant to this Agreement it will make available, upon written request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of this Agreement and any books, documents, records and other data of UMAC that are necessary to certify the nature and extent of the costs incurred by Customer in purchasing such goods and services.
15. **Program Eligibility.** UMAC represents and warrants it is not currently listed by any government agency as excluded, debarred, or otherwise ineligible for participation in any government health care program. UMAC also represents and warrants that no proceedings or investigations are currently pending or to UMAC's knowledge threatened by any federal or



state agency seeking to exclude UMAC from such programs or to sanction UMAC for any violation of any rule or regulation of such programs.

16. **Exclusions.** UMAC's obligations under this Agreement shall not include supply items, cosmetics, and other accessories (including, but not limited to, film cassettes, phantoms, magnetic tapes, optical disks, table cushions, patient restraints and holders). This Agreement does **not cover** pre-existing parts replacement needs or damage caused by misuse or abuse, in the reasonable determination and judgment of UMAC, fire, water, building collapse, power failure or fluctuations, vandalism, rot air conditioning failure, "acts of God" (i.e. tornado, hurricane, earthquake, etc.), or any other cause beyond the reasonable control of UMAC. Operation contrary to the training, advice, recommendations and/or instruction of UMAC or its designated representatives may result in exclusion from coverage under this Agreement. UMAC shall not be responsible to Customer for loss of use of the Equipment or any other liabilities arising from alterations, additions, adjustments, or repairs, which have been made to the Equipment by any person or entity other than authorized representatives of UMAC. In UMAC's reasonable determination and judgment, in the event any such alterations, additions, or repairs made without the consent of UMAC that adversely affect, or in any way impact, UMAC's ability to render the Services, UMAC reserves the right to terminate this Agreement upon thirty (30) day's prior written notice to Customer.
17. **HIPAA.** UMAC does not use nor expect to receive any protected health information ("PHI") as defined under HIPAA or HITCH during its routine service calls. Customer shall use best efforts to ensure all HIPAA or HITCH obligations are satisfied by Customer. To the extent UMAC receives any incidental disclosure of PHI as defined under 45 CFR 164.502 (a)(1)(iii), UMAC agrees to keep such PHI confidential.
18. **Security Access.** Customer shall provide all security access and clearance necessary for UMAC to be able to perform any services required under this Agreement. UMAC will maintain strict security (i) with respect to any facilities granted access to UMAC by Customer, and (ii) regarding any materials or information delivered to UMAC by Customer or developed by UMAC in the performance of Services, and UMAC shall allow no person other than its agents and those of the Customer access to such materials, information, or facilities.
19. **Compliance with Laws.** The parties' actions under this Agreement shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders.
20. **Indemnification.** UMAC agrees to indemnify, defend (with counsel reasonably approved by Customer) and hold harmless the Customer and its authorized officers, employees, agents and volunteers from any and all claims, lawsuits, losses, damages and/or liability arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of UMAC and for any costs or expenses incurred by the Customer on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. UMAC's indemnification obligation does not apply to the Customer's "sole negligence" or "willful misconduct" within the meaning of California Civil Code section 2782.
21. **Insurance.** UMAC agrees to comply with the insurance requirements set forth on Exhibit B, incorporated herein by this reference.
22. **Onsite Services Provider Requirements.** UMAC agrees to comply with the onsite service provider requirements set forth on Exhibit C, incorporated herein by this reference.
23. **Miscellaneous Provisions.**
 - 23.1. **Campaign Contribution Disclosure (SB1439).** UMAC, including its officers, directors, shareholders, and owners, represents that it/they have not, at any time, (and will not, during the term of this Agreement) 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 Agreement was approved by the County Board of Supervisors. UMAC acknowledges that under Government Code section 84308, UMAC is prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer for 12 months after the County's consideration of the Agreement. In the event of a proposed amendment to this Agreement, UMAC will provide the County a written statement disclosing any campaign contribution(s) of more than \$250 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 the UMAC



or by a parent, subsidiary or otherwise related business entity of UMAC.

- 23.2. Waiver. The remedies provided in this Agreement are the sole and exclusive remedies of Customer. Any waiver of any of party's performance, default or breach of this Agreement must be written and signed by the waiving party and only applies to the extent waived and does not constitute a continuing waiver or future waiver of any other performance, default or breach.
23.3. Severability. If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision is to be deemed to be written, construed, and enforced as so limited.
23.4. Entire Agreement; Incorporation by Reference. This Agreement incorporates by reference the proposal, the schedule and additional services attached as Exhibit A, the insurance requirements set forth on Exhibit B, the onsite services requirements set forth on Exhibit C, and any other documents attached to it at the time of execution. This Agreement with all schedules, exhibits, attachments and documents incorporated by reference contain the entire agreement between the parties and all prior or simultaneous representations, negotiations, promises and conditions made are superseded by this Agreement.
23.5. Notice. Any notice to delivered by this Agreement must be in writing and sent to the receiving party at the address set forth in this Agreement. All notices to Customer shall be addressed to the attention of the "ARMC Chief Executive Officer".
23.6. Intellectual Property. This Agreement is not to be construed to transfer either party's intellectual property rights to the other party or cover intellectual property infringement.
23.7. Modification. No modification, waiver or termination of any provisions contained in this Agreement or any future representation, promise or conditions in connection with the subject matter hereof shall be binding upon UMAC or Customer unless made in writing and signed by an officer or other authorized representative.
23.8. Counterparts. This Agreement, including the proposal, may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties shall be entitled to sign and transmit an electronic signature of this Amendment (whether by facsimile, PDF or other email 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 Agreement upon request.

I have read and understood the foregoing terms in the Agreement (including the Standard Warranty Policy) and have agreed to them.

UMAC dba MAMMO.COM

By: Michael Amiri
Name: Michael Amiri
Title: CEO
Date: 27/09/2024

Customer's Acceptance

By: Dawn Rowe
Name: Dawn Rowe
Title: Chair, Board of Supervisors
Date: OCT 22 2024



UMAC/MAMMO.COM Standard Service Warranty Policy

1. **Warranty.** UMAC/MAMMO.COM's warranty (the "Warranty") shall be as provided in this Section 1 subject in all respects to the exclusions set forth in the exclusions section, except as may be supplemented or amended by Exhibit A. UMAC/MAMMO.COM warrants to Customer that (i) services provided to Customer hereunder shall be performed in a good and workmanlike manner in accordance with applicable industry standards for such services, and (ii) all parts furnished under this Agreement shall be free of material defects in material and workmanship at the time of installation and for a period 90 days thereafter, unless otherwise specified. Customer specifically acknowledges and agrees that UMAC/MAMMO.COM's sole and exclusive liability to Customer for a material breach of this Warranty is limited to repair or replacement of the part(s) and/or re-performance of the services, as applicable, at the sole option of UMAC/MAMMO.COM. This Agreement does not extend the period or coverage of any original manufacturer warranty, if any, of any Equipment.
2. **Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, UMAC/MAMMO.COM MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PARTS OR SERVICES PROVIDED BY UMAC/MAMMO.COM INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. PARTS DISTRIBUTED, BUT NOT MANUFACTURED, BY UMAC/MAMMO.COM ARE NOT WARRANTED BY UMAC/MAMMO.COM AND CUSTOMER MUST INSTEAD RELY ON THE REPRESENTATIONS AND WARRANTIES, IF ANY, PROVIDED DIRECTLY TO CUSTOMER BY THE MANUFACTURER OF SUCH EQUIPMENT.
3. **Exclusions.** The Service Plan and the Warranty shall not apply to the Equipment and shall be deemed null and void as to such Equipment if:
 - (i) Equipment is not stored, installed, maintained or used in accordance with its applicable instructions for use or operating manual or if it is used for a purpose not indicated in the applicable instructions for use or operating manual;
 - (ii) Any repairs, alterations or other work has been performed by Customer or others on such Equipment, other than work performed or authorized by UMAC/MAMMO.COM;
 - (iii) Equipment has been damaged as a result, in whole or in part, from the use of components, accessories, parts or supplies not furnished by UMAC/MAMMO.COM or manufacturer;
 - (iv) Service to the Equipment and/or parts therefor are required as the result of abuse, misuse, improper maintenance, physical damage, accident, or the negligence of any party other than UMAC/MAMMO.COM, its employees, or Contractors;
 - (v) Recommended preventative maintenance is not properly performed by Customer; or
 - (vi) Equipment is moved from the Customer's current location, or the location where the Equipment was installed by UMAC/MAMMO.COM.

The following are expressly excluded from the Warranty, and are **not** covered by the Service Plan:

- (i) Cosmetic damage (e.g., nicks, dents, scrapes, scratches), however caused; and
- (ii) Damage caused by accidental or unusual physical, electrical or electromagnetic stress, neglect, misuse, failure of electric power, air conditioning, humidity control, or transportation, or accident or



disaster, including fire, water, wind and lightning, vandalism or burglary, or any other cause other than ordinary use.



Exhibit A
UMAC/MAMMO.COM/MAMMO.COM SERVICE AGREEMENT

Equipment Schedule

Model	Serial Number	2D or 3D	Service Type	Coverage	Plan Type	Location	Notes
Selenia	28405105808W	2D	Maintenance & Repair	Full	Full	400 N Pepper Ave Colton, CA 92324	

Additional Services Requested by Customer:

Items	Description	Price	Notes
1.			

EXHIBIT B INSURANCE REQUIREMENTS

UMAC agrees to provide insurance set forth in accordance with the requirements herein. If UMAC uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, UMAC agrees to amend, supplement or endorse the existing coverage to do so.

1. Without in anyway affecting any indemnity obligations provided and in addition thereto, UMAC shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

- a. Workers' Compensation/Employer's Liability - A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of UMAC and all risks to such persons under this contract. If UMAC has no employees, it may certify or warrant to Customer that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by Customer's Director of Risk Management. With respect to contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.
- b. Commercial/General Liability Insurance - UMAC shall carry General Liability Insurance covering all operations performed by or on behalf of UMAC providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:
 - i. Premises operations and mobile equipment.
 - ii. Products and completed operations.
 - iii. Broad form property damage (including completed operations).
 - iv. Explosion, collapse and underground hazards.
 - v. Personal injury.
 - vi. Contractual liability.
 - vii. \$1,000,000 general aggregate limit.
- c. Automobile Liability Insurance - Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than five hundred thousand dollars (\$500,000) for bodily injury and property damage, per occurrence. If UMAC is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of one million dollars (\$1,000,000) for bodily injury and property damage per occurrence. If UMAC owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.
- d. Umbrella Liability Insurance - An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

If insurance coverage is provided on a "claims made" policy, the "retroactive date" shall be shown and must be before the date of the start of the contract work. The claims made insurance shall be maintained or "tail" coverage provided for a minimum of one (1) years after contract completion.

2. **Additional Insured.** All policies, except for Worker's Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming Customer and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for Customer to vicarious liability but shall allow coverage for Customer to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

3. **Waiver of Subrogation Rights.** UMAC shall require the carriers of required coverages to waive all rights of subrogation against Customer, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit UMAC and UMAC's employees or agents from waiving the right of subrogation prior to a loss or claim. UMAC hereby waives all rights of subrogation against Customer.
4. **Policies Primary and Non-Contributory.** All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by Customer.
5. **Severability of Interests.** UMAC agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between UMAC and Customer or between Customer and any other insured or additional insured under the policy.
6. **Proof of Coverage.** UMAC shall furnish Certificates of Insurance to Arrowhead Regional Medical Center evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to Arrowhead Regional Medical Center, and UMAC shall maintain such insurance from the time UMAC commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, UMAC shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.
7. **Acceptability of Insurance Carrier.** Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".
8. **Deductibles and Self-Insured Retention.** Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.
9. **Failure to Procure Coverage.** In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, Customer has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by Customer will be promptly reimbursed by UMAC or Customer payments to UMAC will be reduced to pay for Customer purchased insurance.
10. **Insurance Review.** Insurance requirements are subject to periodic review by Customer. The Customer's Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of Customer. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against Customer, inflation, or any other item reasonably related to Customer's risk. Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. UMAC agrees to execute any such amendment within thirty (30) days of receipt. Any failure, actual or alleged, on the part of Customer to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of Customer.

EXHIBIT C

ONSITE SERVICES PROVIDER REQUIREMENTS

A. Compliance with Customer Policy

In performing the services and while at any Customer facilities, UMAC personnel (including subcontractors) shall (a) conduct themselves in a businesslike manner; (b) comply with the policies, procedures, and rules of the Customer regarding health and safety, and personal, professional and ethical conduct; (c) comply with the finance, accounting, banking, Internet, security, and/or other applicable standards, policies, practices, processes, procedures, and controls of the Customer; and (d) abide by all laws applicable to the Customer facilities and the provision of the services, and all amendments and modifications to each of the documents listed in subsections (b), (c), and (d) (collectively, "Customer Policies"). Customer Policies, and additions or modifications thereto, may be communicated orally or in writing to UMAC or UMAC personnel or may be made available to UMAC or UMAC personnel by conspicuous posting at a Customer facility, electronic posting, or other means generally used by Customer to disseminate such information to its employees or Contractors. UMAC shall be responsible for the promulgation and distribution of Customer Policies to UMAC personnel to the extent necessary and appropriate. Customer shall have the right to require UMAC's employees, agents, representatives and subcontractors to exhibit identification credentials issued by Customer in order to exercise any right of access under this contract.

B. Background Checks for UMAC Personnel

UMAC shall ensure that its personnel (a) are authorized to work in the jurisdiction in which they are assigned to perform Services; (b) do not use legal or illegal substances in any manner which will impact their ability to provide Services to the Customer; and (c) are not otherwise disqualified from performing the Services under applicable law. If requested by the Customer and not in violation of applicable law, UMAC shall conduct a background check, at UMAC's sole expense, on all its personnel providing Services. If requested by the Customer, UMAC shall provide the results of the background check of each individual to the Customer. Such background check shall be in the form generally used by UMAC in its initial hiring of employees or contracting for Contractors or, as applicable, during the employment-screening process but must, at a minimum, have been performed within the preceding 12-month period. UMAC personnel who do not meet the Customer's hiring criteria, in Customer's sole discretion, shall not be assigned to work on Customer property or Services, and Customer shall have the right, at its sole option, to refuse access to any contract personnel to any Customer facility.

C. Drug and Alcohol Free Workplace

C.1 In recognition of individual rights to work in a safe, healthful and productive work place, as a material condition of this contract, UMAC agrees that UMAC and UMAC's employees, while performing service for the Customer, on Customer property, or while using Customer equipment:

C.1.1 Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.

C.1.2 Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.

C.1.3 Shall not sell, offer, or provide alcohol or an illegal or controlled substance to another person, except where UMAC or UMAC's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

UMAC shall inform all employees that are performing service for the Customer on Customer property, or using Customer equipment, of the Customer's objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the Customer.

C.2 The Customer may terminate for default or breach of this contract and any other contract UMAC has with the Customer, if UMAC or UMAC's employees are determined by the Customer not to be in compliance with above.

D. Employment Discrimination

During the term of the contract, UMAC shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. UMAC shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VI and Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act and other applicable Federal, State and

Customer laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

E. Environmental Requirements

- E.1 In accordance with Customer Policy 11-08, the Customer prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. The Customer requires UMAC to use recycled paper for any printed or photocopied material created as a result of this contract. UMAC is also required to use both sides of paper sheets for reports submitted to the Customer whenever practicable.

- E.2 To assist the Customer in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB 939), UMAC must be able to annually report the Customer's environmentally preferable purchases. UMAC must also be able to report on environmentally preferable goods and materials used in the provision of their service to the Customer, utilizing a Customer approved form.

F. Licenses, Permits and/or Certifications

UMAC shall ensure that it has all necessary licenses, permits and/or certifications required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations. UMAC shall maintain these licenses, permits and/or certifications in effect for the duration of this contract. UMAC will notify Customer immediately of loss or suspension of any such licenses, permits and/or certifications. Failure to maintain a required license, permit and/or certification may result in immediate termination of this contract.

G. Air, Water Pollution Control, Safety and Health

UMAC shall comply with all air pollution control, water pollution, safety and health ordinances and statutes, which apply to the work performed pursuant to this contract.

H. Subcontracting

- H.1 UMAC may, but is not required to, obtain Customer's written consent, which Customer may withhold in its sole discretion, before entering into Contracts with or otherwise engaging any subcontractors who may supply any part of the Services to Customer. At Customer's request, UMAC shall provide information regarding the subcontractor's qualifications and a listing of a subcontractor's key personnel including, if requested by the Customer, resumes of proposed subcontractor personnel. UMAC shall remain directly responsible to Customer for its subcontractors and shall indemnify Customer for the actions or omissions of its subcontractors. All approved subcontractors shall be subject to the provisions of this contract applicable to UMAC Personnel.

- H.2 For any subcontractor, UMAC shall:
 - H.2.1 Be responsible for subcontractor compliance with the contract and the subcontract terms and conditions; and
 - H.2.2 Ensure that the subcontractor follows Customer's reporting formats and procedures as specified by Customer.

- H.3 Upon expiration or termination of this contract for any reason, Customer will have the right to enter into direct Contracts with any of the Subcontractors. UMAC agrees that its arrangements with Subcontractors will not prohibit or restrict such Subcontractors from entering into direct Contracts with Customer.

I. Damage to Customer Property

UMAC shall repair, or cause to be repaired, at its own cost, all damage to Customer vehicles, facilities, buildings or grounds caused by the willful or negligent acts of UMAC or its employees or agents. Such repairs shall be made immediately after UMAC becomes aware of such damage, but in no event later than thirty (30) days after the occurrence. If UMAC fails to make timely repairs, the Customer may make any necessary repairs. UMAC, as determined by the Customer, shall repay all costs incurred by the Customer for such repairs, by cash payment upon demand, or Customer may deduct such costs from any amounts due to UMAC from the Customer, as determined at the Customer's sole discretion.