

**MOBILE SPD**  
**EQUIPMENT RENTAL AGREEMENT**

This EQUIPMENT RENTAL AGREEMENT (this "Agreement"), effective as of the May 6, 2025 (the "Effective Date"), is entered into by and between STERIS Corporation, an Ohio Corporation ("STERIS"), and San Bernardino County on behalf of Arrowhead Regional Medical Center ("Customer"). STERIS and Customer may be referred to herein individually as a "Party", and collectively as the "Parties."

**RECITALS**

WHEREAS, STERIS wishes to rent to Customer, and Customer wishes to rent from STERIS, the fully equipped Mobile Central Sterile Services Department ("Mobile SPD") and other Equipment, as set forth in Exhibit A, upon the terms and subject to the conditions set forth herein.

**AGREEMENTS**

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

**ARTICLE I**  
**RENT**

**1.1 Rental of Equipment, Pricing, and Payments.**

STERIS hereby agrees to rent to Customer the Mobile SPD, including all equipment and other property set forth in Exhibit A and all accessories, upgrades, additions, substitutions, replacement parts and tools pertaining thereto (hereinafter "the Equipment"), and Customer hereby agrees to pay to STERIS the payments for such Equipment as set out in Section II of Exhibit A. Such payments include the monthly rental fee (hereinafter "the Rent Payments"), the commissioning of Equipment ("Commissioning Fee"), the de-installation and removal of the Equipment ("Decommissioning Fee"), and other costs. The Rent Payments include the use of the Equipment and the Maintenance Services.

(a) The Rent Payments exclude all other Customer costs associated with the operation and use of the Equipment, including site preparation and connection to the Mobile SPD, utilities, the itemized products set forth at Section III of Exhibit A (hereinafter "the Proprietary STERIS Consumables"), disposables (e.g., filters, bulbs, etc.), and sterility assurance products.

(b) The Rent Payments will be due net 45 days from the date of invoice and such invoices will be issued on a monthly basis starting from the Delivery Date, defined as May 6, 2025 or such other date as mutually agreed between the parties in writing. . The Decommissioning Fee shall be due and payable within 45 days from the date of invoice with such invoice being issued by STERIS upon the removal of the Equipment from the Customer's premises.

(c) Customer shall make all Payments in available funds to an account designated from time to time to Customer in writing by STERIS. The initial nominated account of STERIS is:

PNC Bank, Pittsburgh, Pennsylvania  
ABA # 043000096  
Account Name: STERIS Corporation  
Account#: 1014310346

(d) Reserved.

(e) If Customer has a good faith dispute with respect to any invoice, Customer shall promptly notify STERIS in writing. The Parties shall negotiate in good faith to attempt to resolve the dispute promptly. Customer shall provide all such evidence as may be reasonably necessary to verify the disputed Payment. If the Parties have not resolved the dispute within ten (10) days of Customer giving notice to STERIS, then each Party may exercise any remedies available to it with respect to such dispute. Where only part of an invoice is disputed, the undisputed amount shall be paid on the due date as set out in Section 1.1(b).

(f) Upon resolution of such dispute, the Payment determined to be owing by Customer to STERIS, either by agreement of the Parties or final determination of a court of competent jurisdiction, shall be paid within thirty (30) calendar days following such resolution. Except as otherwise specified in this Agreement, Customer will have no right to set-off, discount, or otherwise reduce or refuse to pay any Payment due to STERIS, whether because of alleged or actual payments, damages or liabilities owed by STERIS or any Affiliate of STERIS to Customer or any Affiliate of Customer, alleged or actual claims against STERIS or any Affiliate of STERIS, or any other financial obligation of STERIS or any Affiliate of STERIS to Customer or any Affiliate of Customer, in each case, whether under this Agreement or otherwise.

## **1.2 Title to Equipment.**

(a) This Agreement constitutes a rental of the Equipment and is not a sale of, or the creation of a Lien (a “Lien”) in favor of Customer with respect to, the Equipment. STERIS shall maintain title to and ownership of the Equipment during the Term. If requested, Customer will authorize STERIS to file a financing statement and any other required documentation in order to grant STERIS a perfected security interest in the Equipment and, except for STERIS's rights hereunder, Customer shall keep the Equipment free and clear of all Liens.

(b) Customer shall neither remove nor permit removal of any vehicle identification number, serial number, model, name, or any other identification of ownership from the Equipment.

## **1.3 Delivery, Installation, Commencement and Removal of Equipment.**

(a) Delay Period. The parties have agreed to include a delay period between the Delivery Date and the Commencement Date.

(b) Delivery. Customer, at Customer's expense, will prepare the site for delivery in accordance with STERIS's specifications. On the Delivery Date, STERIS will deliver, level, and expand the Mobile SPD. STERIS's obligation to deliver the Mobile SPD on the Delivery Date is

conditioned upon Customer's satisfaction of the site preparation responsibilities pursuant to this Section. In the event that site preparation is not complete or the Equipment is unavailable, the Delivery Date is subject to change pursuant to Section 1.3(e).

(c) Pre-Commissioning Requirements. Before the Commencement Date, Customer shall at Customer's expense complete required site preparation for commissioning, including all utility connections. In addition, Customer shall be responsible for satisfying, at its own expense, the "Customer Requirements," defined as securing and paying for California Department of Public Health licensing for the operation of the Mobile SPD as well as construction permits and inspection approvals for the site/infrastructure work needed to connect to the Mobile SPD as per its specifications and the fees associated therewith. Before the Commencement Date, STERIS shall install the Equipment in the Mobile SPD shall secure, at its own expense, an HCD insignia for the Mobile SPD ("STERIS's Insignia Requirements").

(d) Commencement Date. The Commencement Date will be determined based on the completion of the following: (1) delivery of the Mobile SPD in accordance with Section 1.3(b); (2) the completion of Pre Commissioning Requirements and the satisfaction of all Customer Requirements and STERIS Insignia Requirements; and (3) STERIS's confirmation that the Mobile SPD is capable of operating to the reasonable satisfaction of Customer. Customer and STERIS will complete a Project Commencement Certificate in the form attached as Exhibit G.

(e) If the site preparation is not completed per Section 1.3(b) of this Agreement on the Delivery Date as a result of any act or omission of Customer, then STERIS will hold or deliver the unit to a designated and mutually acceptable offsite location at no cost to the Customer other than the payment of Rent as specified in this Agreement. For the avoidance of doubt, Customer agrees that Rent shall be charged effective as of the Delivery Date, regardless of when the Commencement Date occurs. STERIS will not charge another remobilization fee.

(f) In the event that STERIS or Customer is unable to complete all legally required governmental inspections and obtain all insignias, placards, licenses, permits, or certifications required for the operation of the Mobile SPD on or before the Commencement Date as set forth in Section 1.3(d), the Commencement Date shall be delayed until all such requirements are completed and Customer is legally permitted to operate the Mobile SPD.

(g) STERIS shall de-install and remove the Equipment from Customer's premises; provided, that any required site preparation for decommissioning including terminal cleaning and disinfection of the Equipment shall be completed at Customer's expense prior the Expiration Date, or as soon as commercially reasonable if this Agreement is terminated. If the Equipment is not terminally cleaned and disinfected, Customer agrees to pay a daily rate of \$1,000 for each day for a period of up to 30 days for the period that the decommissioning team is delayed until the Equipment is terminally cleaned.

(h) Upon reasonable notice, Customer shall, and shall cause its Affiliates, employees, agents and representatives to, cooperate fully with and offer reasonable assistance to STERIS and its Affiliates, employees, agents and representatives to facilitate, in all respects, the delivery, installation, de-installation and removal of the Equipment.

#### 1.4 **Operation.**

(a) Customer shall only use the Equipment in the conduct of its business and in a manner complying with applicable Laws and applicable insurance policies.

(b) Customer shall permit only properly trained personnel to operate the Equipment, and shall comply with, and require that its employees and agents comply with, all directions, safety notices, warnings, and other instructions furnished by STERIS. Customer shall use only STERIS-approved accessories and products when operating the Equipment, and neither Customer nor any agent or employee of Customer shall modify, repair or adulterate the Equipment or any accessories thereto. STERIS shall provide on-site in-service operator training by a STERIS representative on an as needed basis and at STERIS's cost.

(c) Excepting only sterility assurance products, Customer shall use only Proprietary STERIS Consumables when operating the Equipment. Customer shall purchase such Proprietary STERIS Consumables from STERIS on an as-needed basis, at the prices applicable to purchases by Customer.

(d) Customer shall not, and shall not allow any third party to, conduct any study or testing utilizing the Equipment without the prior written consent of STERIS, or attempt to reverse engineer the Equipment.

(e) Customer shall not make any alterations, additions or improvements to the Equipment without the prior written consent of STERIS. All installations, additions, replacements and substitutions of parts, mechanisms and devices with respect to the Equipment constitute accessions and will become a part of the Equipment and thereby owned by STERIS and subject to this Agreement. Customer shall be responsible for all damages caused by any alterations, additions or improvements to the Equipment made without the prior written consent of STERIS.

(f) Customer shall maintain the Equipment in good working condition. Customer agrees to pay STERIS to repair any damage to the Mobile SPD or Equipment above and beyond normal wear and tear, except any damage caused by STERIS, its employees, or its agents.

1.5 **Maintenance.** STERIS will provide Customer with Maintenance Services at STERIS's cost as set forth in Exhibit B.

1.6 **Insurance.** Customer shall maintain insurance during the Term, including the coverages, limits, deductibles and retentions as set forth in Exhibit C, which shall name STERIS as a loss payee. Any insurance required under this Agreement of the Customer may be maintained through a program of self-insurance. Upon request from STERIS, Customer shall provide certificates evidencing the existence of such policies of insurance or self-insurance within a reasonable period of time. STERIS shall comply with the insurance requirements set forth on Exhibit D during the Term.

1.7 **Loss and Damage; Casualty.** Customer hereby assumes and will bear the entire risk of loss of, theft of, requisition of, damage to or destruction of the Equipment (collectively, a "Casualty") from any cause whatsoever after delivery of the Equipment and during the Term, except for any Casualty caused by the acts or omissions of STERIS, its employees, and its agents. In the event of a Casualty not caused by the acts or omissions of STERIS, its employees, or its agents, Customer shall (a)

promptly notify STERIS of the Casualty in writing, and (b) in consultation with STERIS and with the prior written consent of STERIS, repair or replace the damaged or destroyed portion of the Equipment at Customer's expense; provided, that if STERIS has not consented to the repair or replacement of the damaged or destroyed portion of the Equipment, STERIS has the right to terminate this Agreement immediately upon written notice.

1.8 **Taxes.** Customer shall report and promptly pay all applicable taxes assessed or levied against the Equipment, or the leasing, possession, use or operation of the Equipment; provided, however, that Customer shall have no liability for taxes imposed on the net income of STERIS generated by this Agreement.

1.9 **Personal Property.** The Equipment is rented from STERIS, and shall at all times during the Term remain the personal property of STERIS, notwithstanding the fact that the Equipment, or any part of the Equipment, may be attached to, embedded in, or permanently resting on Customer's real property, or any building or improvement thereon, or attached in any manner to what is permanent, as by means of cement, plaster, nails, bolts, screws, or the like.

1.10 **Customer's Right to Possession.** Customer shall have the right to retain possession of the Equipment during the Term at the location on which the Equipment was delivered to and installed by STERIS on the Commencement Date. Customer may not move the Equipment to any other location without the prior written consent of STERIS.

1.11 (a) **Warranty.** STERIS warrants that the Equipment provided under this Agreement shall conform in all material respects to the specifications set forth in the accompanying documentation and written specifications for such Equipment.

(b) **Disclaimer of Warranties.** EXCEPT AS TO THE WARRANTY PROVIDED BY STERIS IN SECTION 1.11(A) ABOVE, CUSTOMER AGREES THAT THE EQUIPMENT IS BEING RENTED BY CUSTOMER IN ITS EXISTING CONDITION AND STATE OF REPAIR, AS IS, WHERE IS, WITH ALL FAULTS, LIMITATIONS AND DEFECTS AND WITHOUT ANY WRITTEN OR VERBAL REPRESENTATIONS OR WARRANTIES WHATSOEVER, WHETHER EXPRESS OR IMPLIED OR ARISING BY OPERATION OF LAW, INCLUDING WITHOUT LIMITATION, REPRESENTATIONS OR WARRANTIES OF NON-INFRINGEMENT, DESIGN, QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT FOR ANY SUCH REPRESENTATIONS OR WARRANTIES SPECIFICALLY SET FORTH HEREIN.

1.12 **Sale or Encumbrance Prohibited.** Customer shall not sell, contract to sell, convey, transfer, assign, hypothecate, grant a Lien or charge upon or against, or otherwise transfer or dispose of the Equipment or any part thereof. Customer shall not create, incur, assume or permit to exist, and will defend the Equipment against, and will take such other actions as are necessary to remove, any security interest in, Lien or charge on, or claim against, on, or to, the Equipment, other than any Lien filed by STERIS.

1.13 **Onsite Service Provider Requirements.** To the extent that STERIS is required to perform any installation, deinstallation/removal, or maintenance services under this Agreement on the Customer's premises, STERIS shall ensure that it and all of its employees and agents performing such

services on Customer's premises comply with the applicable onsite service provider requirements set forth on Exhibit E.

## **ARTICLE II TERM**

2.1 **Term.** This Agreement shall commence on the Effective Date and shall continue in force for a period of one year (1) from the Commencement Date (the "Initial Term"), unless earlier terminated pursuant to Section 2.4.4.

2.2 **Extension.** The term may be extended by the parties through the execution of amendment to this Agreement that extend the term. Each extension shall be in three month increments and may not exceed a total of six months from the expiration of the Initial Term. The "Initial Term" and any extensions exercised under this provision of the Agreement shall be the "Term." Customer's ARMC Chief Executive Officer is authorized to execute such amendment on behalf of the Customer. The amendment must be executed by the parties no later than sixty (60) days before the expiration date of the Initial Term. The monthly Rent during such extension shall remain unchanged during any extensions exercised under this provision of the Agreement as set forth on Exhibit A.

In the event that Customer terminates the agreement early pursuant to Section 2.4(c), and subsequently requests an extension of the termination date within the sixty (60) day notice of termination, Customer may extend upon written request in monthly increments and agrees to pay STERIS an amount equal to the Term Rent Payment multiplied by 1.5 (the "Extended Term Rent Payment") for each month subsequent to the termination date in the original notice of termination.

### **2.3 Delay in Commencement.**

(a) STERIS may delay the Delivery Date subject to its reasonable discretion. In such event, STERIS shall issue an addendum containing the new Delivery Date. However, in the event the delay of the Delivery Date is to a date that is more than 30 days after the original Delivery Date (May 6, 2025), Customer may terminate this Agreement upon written notice to STERIS without any further obligations to STERIS under this Agreement including any obligations set forth in Section 2.3 of this Agreement.

### **2.4 Termination.**

(a) This Agreement shall terminate and be of no further force or effect immediately upon the end of the Term. Notwithstanding the foregoing, any provision in this Agreement which, by its terms is intended to survive such termination or expiration, shall remain in full force and effect.

(b) Either Party can terminate this Agreement immediately upon written notice if the other Party has breached any material provision of this Agreement and has not cured such breach during the thirty (30) day period following receipt of written notice of the breach

(c) Either Party may terminate this Agreement without cause upon sixty (60) days' written notice. Notwithstanding the foregoing if this Agreement is terminated prior to the Commencement Date, Customer shall pay the equivalent of one month's rent and the commissioning and startup consumables fee as outlined in Exhibit A. The parties acknowledge and agree that the

payment contemplated by this Section 2.4(c) is not a penalty, but is instead a reasonable attempt to quantify the damages to STERIS in the event of the termination contemplated by this Section 2.4(c) and that this Section 2.4(c) is reasonable under the circumstances

(d) STERIS can terminate this Agreement immediately upon written notice (i) if Customer assigns, or attempts to assign, any of its interests in this Agreement without STERIS's prior written consent, (ii) if any representation or warranty made by Customer in connection with this Agreement is incorrect, false or misleading in any material respect, (iii) if any material adverse change occurs in Customer's financial condition or business operations and such change renders Customer unable to fulfill its obligations under this Agreement, or (iv) as set forth in Sections 1.77 and 4.1(d).

(e) This Agreement shall terminate automatically and without written notice if the Customer becomes insolvent, bankrupt or subject to an insolvency or bankruptcy proceeding or reorganization.

(f) Customer's ARMC Chief Executive Officer or its designee is authorized to terminate this Agreement on behalf of Customer in accordance with the terms of this Agreement.

**2.5 Effect of Termination.** Upon termination or expiration of this Agreement, (i) neither Party shall be relieved of any liability for any breach or non-fulfillment of any provision of this Agreement prior to such termination or expiration, and (ii) Section 1.1 (Rental of Equipment, Pricing and Payments), as to any unpaid amounts, including the Rent Payments through the end of the Term and the Decommissioning Fee, ARTICLE V (Limitation of Liability and Indemnification), and ARTICLE VI (Miscellaneous) shall survive. Notwithstanding anything in this Section 2.5 to the contrary, if this Agreement is terminated by Customer pursuant to Sections 2.4(b) or (c), the Rent Payment for the month of termination will be billed in the respective monthly increment.

### **ARTICLE III REPRESENTATIONS AND WARRANTIES OF THE PARTIES**

**3.1 Power and Authority.** Customer has full power and capacity to enter into, and perform under this Agreement. Customer is duly qualified to do business wherever necessary to carry on its present business and operations, including the jurisdiction where the Equipment is to be located.

**3.2 Validity of Agreement.** This Agreement has been duly authorized, executed and delivered by Customer and constitutes a valid, legal and binding agreement, enforceable in accordance with its terms, except to the extent that the enforcement of remedies may be limited under applicable bankruptcy and insolvency Laws.

**3.3 Consent.** No approval, consent or withholding of objections is required from any Governmental Authority or any Person with respect to the entry into or performance by Customer of this Agreement, except such as have already been obtained.

**3.4 No Conflicts.** The entry into and performance by Customer of this Agreement will not (i) violate any Law applicable to Customer or any provision of Customer's organizational documents, or (ii) result in any breach of, constitute a default under or result in the creation of any Lien upon the Equipment pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument, other than this Agreement, to which Customer is a party or otherwise subject.

3.5 **Litigation.** There are no suits or proceedings pending or threatened before any Governmental Authority against or affecting Customer, which if decided against Customer would have a material adverse effect on Customer's business or operations or Customer's ability to fulfill its obligations under this Agreement.

3.6 **Debarment and Suspension.** STERIS hereby 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, STERIS represents and warrants that no proceedings or investigations are currently pending or to STERIS's knowledge threatened by any federal or state agency seeking to exclude STERIS from such programs or to sanction STERIS for any violation of any rule or regulation of such programs.

3.7 **Legality.** The Parties' actions under the Agreement shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders.

3.8 **Relationship of the Parties.** Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto.

3.9 **Levine Act - Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439).** STERIS has disclosed to the County using Exhibit F – Levine Act - Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439), whether it has made any campaign contributions of more than \$500 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. STERIS acknowledges that under Government Code section 84308, STERIS 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 Agreement.

In the event of a proposed amendment to this Agreement, STERIS 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 STERIS or by a parent, subsidiary or otherwise related business entity of STERIS.

## **ARTICLE IV FORCE MAJEURE**

### **4.1 Force Majeure.**

(a) If either Party (a "Non-Performing Party") is rendered unable by Force Majeure to carry out, in whole or part, its obligations under this Agreement, such Non-Performing Party shall give notice orally to the other Party as soon as reasonably practicable, followed within five (5) business days



thereafter by a written notice setting forth, in reasonable detail, the cause or causes constituting such Force Majeure. The obligations of the Party affected by such Force Majeure shall be suspended to the extent made necessary, and for no longer than is required, by the cause or causes constituting such Force Majeure; provided, however, that Customer shall continue to be obligated to make any payments then due or becoming due with respect to performance prior to the event.

(b) The term "Force Majeure" means any event that is beyond the reasonable control and occurs without the fault or negligence of the Non-Performing Party, that by the exercise of reasonable diligence or the incurrence of reasonable expense such Non-Performing Party is unable to prevent or overcome, and that wholly or partly prevents the performance of any of the obligations of the Non-Performing Party, other than the obligation to make any payments then due or becoming due with respect to performance prior to the event. To the extent they present the characteristics described in the preceding sentence, Force Majeure includes acts of God or of the public enemy, fire, flood, explosion or other serious casualty, severe weather, war (whether declared or not), mobilization, revolution, riot, or civil commotion, legal intervention, regulation or order of Governmental Authority, changes in any material Permit requirements that prevent the Parties from performing their respective obligations hereunder, inability to obtain any material Permit notwithstanding commercially reasonable efforts to obtain such Permit, strike and lock-out or other labor disputes. A lack or unavailability of money, resources, parts, supplies, financing or capital shall not, in and of itself, constitute Force Majeure.

(c) The Non-Performing Party shall initiate and continue commercially reasonable good faith efforts to remedy the Force Majeure with all reasonable dispatch; provided, however, that the settlement of strikes, lockouts or other labor disputes shall be within the sole discretion of the Non-Performing Party.

(d) If an event of Force Majeure materially affects the performance by either party of its obligations hereunder and persists for a continuous period of more than thirty (30) days, the affected party (who is not the Non-Performing Party) shall have the right, upon written notice, to terminate this Agreement and the obligations of the Parties hereunder, except those rights and obligations specifically stated to continue after termination and obligations accrued prior to the date of termination.

## **ARTICLE V LIMITATION OF LIABILITY AND INDEMNIFICATION**

5.1 **STERIS's Right to Indemnification.** Customer shall indemnify, defend and hold harmless STERIS, STERIS's affiliates, officers, directors, employees, stockholders, agents or representatives, (collectively, "STERIS Indemnitees") from and against any and all damages actually sustained by any STERIS Indemnatee in connection with the rental of the Equipment, including any and all damages arising out of or relating to any breach of this Agreement by Customer or the operation of the Equipment by Customer during any Term; provided, however, that Customer shall not be required to indemnify any STERIS Indemnatee against any damages that shall have resulted from a defect of the Equipment or the negligence or willful misconduct of STERIS, such STERIS Indemnatee or any other person or entity involved at STERIS's behest in the rental of the Equipment to Customer.

5.2 **Customer's Right to Indemnification.** STERIS shall indemnify, defend and hold harmless Customer, Customer's affiliates, officers, directors, employees, stockholders, agents or representatives (collectively, "Customer Indemnitees") from and against any and all damages from and

against any and all damages to the extent arising out of or relating to any defect in the Mobile SPD and Equipment or the negligence or willful misconduct of STERIS, STERIS' subcontractors, or STERIS Indemnitees; provided, however, that STERIS shall not be required to indemnify any Customer Indemnitees against any damages that shall have resulted from the negligence or willful misconduct of Customer, any Customer Indemnitees or such other person involved at Customer's behest in the rental of the Equipment.

STERIS will also indemnify, defend, and hold harmless Customer and its officers, employees, agents and volunteers, from any and all third party claims, costs (including without limitation reasonable attorneys' fees), and losses for infringement of any United States patent, copyright, trademark or trade secret (Intellectual Property Rights) by the Mobile SPD, any Equipment, consumables, supplies, or goods (collectively, "Products") provided by STERIS under this Agreement. If a credible claim is made or threatened, including without limitation the filing of a lawsuit against Customer, or Customer receives a demand or notice claiming actual or potential infringement or misappropriation of any Intellectual Property Rights, Customer will notify STERIS promptly of such lawsuit, claim or election. However, Customer's failure to provide or delay in providing such notice will relieve STERIS of its obligations only if and to the extent that such delay or failure materially prejudices Consultant's ability to defend such lawsuit or claim. Customer will give STERIS sole control of the defense (with counsel reasonably acceptable to Customer) and settlement of such claim; provided that STERIS may not settle the claim or suit absent the written consent of Customer unless such settlement (a) includes a release of all claims pending against Customer, (b) contains no admission of liability or wrongdoing by Customer, and (c) imposes no obligations upon Customer other than an obligation to stop using the Products that are the subject of the claim. In the event that STERIS fails to or elects not to defend Customer against any claim for which Customer is entitled to indemnity by STERIS, then STERIS shall reimburse Customer for all reasonable attorneys' fees and expenses within thirty (30) days from date of invoice or debit memo from Customer.

If, in STERIS's opinion, any Products become, or are likely to become, the subject of a claim of infringement of Intellectual Property Rights, STERIS may, at its option: (i) procure for Customer the right to continue using the Products; (ii) replace or modify the Products to be non-infringing, without incurring a material diminution in performance or function; or (iii) if neither of the foregoing is feasible, in the reasonable judgment of STERIS, Customer shall cease use of the Products upon written notice from STERIS, and STERIS shall provide Customer with a pro-rata refund of the unearned fees paid by Customer to STERIS for such Products.

**5.3 Limitation of Damages.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR CONSEQUENTIAL DAMAGES. EXCEPT WITH RESPECT TO ANY DEFECT IN THE MOBILE SPD OR EQUIPMENT, NEGLIGENCE OR INTENTIONAL MISCONDUCT IN CONNECTION WITH STERIS'S PERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, ANY INDEMNIFICATION CLAIMS, OR VIOLATIONS OF LAW, THE AGGREGATE DAMAGES FOR WHICH EITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY IN CONNECTION WITH OR AS A RESULT OF THE RENTAL OF THE EQUIPMENT, SHALL NOT EXCEED FIVE TIMES THE RENTAL PAYMENTS PAYABLE UNDER THIS AGREEMENT.

## ARTICLE VI MISCELLANEOUS

### 6.1 Confidentiality.

(a) “Confidential Information” means all data or information, whether technical, commercial or financial, acquired under or pursuant to this Agreement, including information relating to the other Party's products, operations, processes, plans or intentions, product information, know-how, design rights, trade secrets, market opportunities, customer lists, commercial relationships, marketing sales materials and business affairs, which the disclosing party marks as “Confidential” or, if contained within a verbal discussion, identifies as “Confidential” in an email or communication following the disclosure of the data or information.

(b) Each Party shall at all times, and shall ensure that its Affiliates and its Affiliates' officers, directors and employees at all times:

(i) use their reasonable efforts to keep all Confidential Information of the other Party strictly confidential and shall not disclose such Confidential Information to any other Person; and

(ii) not use any Confidential Information for any purpose other than in relation to the proper performance of such Party's obligations and exercise of such Party's rights under this Agreement, subject to the prior written consent of the other Party.

(c) The provisions of Section 6.1 shall not apply to:

(i) any Confidential Information in the public domain otherwise than by breach of this Agreement;

(ii) Confidential Information in the possession of a Party before such Confidential Information was disclosed to it by or on behalf of the other Party and which was not obtained under any obligation of confidentiality; and

(iii) Confidential Information obtained from a third party who is free to disclose it, and which is not obtained under any obligation of confidentiality.

(d) Each Party shall be entitled to disclose any Confidential Information referred to above without the prior written consent of the other Party, if such disclosure is made in good faith:

(i) to any Affiliate of the disclosing Party, who has a bona fide need to know the Confidential Information, having made it aware on a prior basis of the requirements of this Section 6.1;

(ii) to officers, directors and employees of the disclosing Party's Affiliates, who have a bona fide need to know the Confidential Information, having made them aware of the requirements of this Section 6.1;

(iii) to the extent required by any applicable Law or pursuant to an order of any Governmental Entity; provided, that sufficient prior notice is given to the non-disclosing Party of any such disclosure requirement in order to permit the non-disclosing Party to seek an appropriate protective order to contest the disclosure of its Confidential Information; or

(iv) to any insurer under a policy of insurance, who has a bona fide need to know the information, having made it aware of the requirements of this Section 6.1.

(e) The Parties agree and undertake that this Section 6.1 shall be binding on the Parties for three (3) years after the expiration or termination of this Agreement.

(f) Upon expiration or termination of this Agreement, and upon request of the disclosing Party, the receiving Party shall, at the disclosing Party's cost, promptly destroy or return to the other Party its Confidential Information, except where retention is required by law.

(g) Notwithstanding anything in this Section 6.1, STERIS understands that Customer is a public entity subject to, among other laws, decisions, rules and statutes, the Ralph M. Brown Act, the California Public Records Act, and the Sunshine Ordinance in its County Code and that this Agreement will be made public as part of the approval process when presented to the San Bernardino County Board of Supervisors for approval, and that no further notice is required to STERIS as it relates to the disclosure of this Agreement.

## **6.2 Amendment, Modification and Waiver.**

(a) Any provision of this Agreement may be amended or waived if and only if such amendment or waiver is in writing and signed, in the case of an amendment, by each Party, or in the case of a waiver, by the Party against whom the waiver is to be effective.

(b) No waiver by a Party of any default, misrepresentation or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent occurrence. No failure or delay by a Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

**6.3 Severability.** If any provision of this Agreement, or any portion thereof, or the application of any such provision, or any portion thereof, to any Person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof, or the remaining portion thereof, or the application of such provision to any other Persons or circumstances.

**6.4 Expenses and Obligations.** Except as otherwise expressly provided in this Agreement, all costs and expenses incurred by the Parties in connection with this Agreement and the consummation of the transactions contemplated hereby shall be borne solely and entirely by the Party that has incurred such expenses.

6.5 **Binding Effect; Third Parties.** This Agreement shall be binding upon and inure solely to the benefit of each Party and its successors and permitted assigns, and nothing in this Agreement, express or implied, is intended to confer upon any other Person, other than the STERIS Indemnitees and Customer Indemnitees as provided in ARTICLE V, any rights or remedies of any nature whatsoever under or by reason of this Agreement.

6.6 **Notices.** All notices and other communications hereunder shall be in writing and shall be deemed given if delivered personally, by a nationally recognized overnight courier, or mailed by registered or certified mail (return receipt requested) to the Party at the address specified below:

(a) To STERIS:

STERIS  
5960 Heisley Road  
Mentor, Ohio 44060-1834  
Attention: General Counsel  
Facsimile: 440-357-2344  
Email: contractnotices@steris.com

(b) To Customer:

ARROWHEAD REGIONAL MEDICAL CENTER  
400 N. Pepper Avenue  
Colton, CA 92324  
**ATTN: ARMC CHIEF EXECUTIVE OFFICER**

All notices and other communications given in accordance herewith shall be deemed delivered (a) on the date of delivery, if hand delivered, (b) three (3) business days after the date of mailing, if mailed by registered or certified mail, return receipt requested, and (d) one (c) business day after the date of sending, if sent by a nationally recognized overnight courier.

6.7 **Counterparts.** This Agreement may be executed and delivered, including by facsimile transmission or by electronic delivery in Adobe Portable Document Format, in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each Party and delivered to the other Party, it being understood that each Party need not sign the same counterpart.

6.8 **Headings.** The headings contained in this Agreement are included for purposes of convenience only, and shall not affect the meaning or interpretation of this Agreement.

6.9 **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the Laws of the State of California, without giving effect to the principles of conflicts of laws thereof. Each Party hereto irrevocably submits to the exclusive jurisdiction of the San Bernardino County Superior Court, San Bernardino District in respect of the interpretation and enforcement of the provisions of this Agreement.

6.10 **Assignment.** Neither Party shall assign or otherwise transfer (collectively, an "Assignment") this Agreement or any of its rights or obligations hereunder without the prior written

consent of the other Party, and any purported Assignment made without such prior written consent shall be void.

6.11 **Specific Performance.** Each Party acknowledges and agrees that a violation of any of the terms of this Agreement will cause the other Parties hereto irreparable injury for which adequate remedy at Law is not available. Accordingly, it is agreed that each Party hereto will be entitled to specific performance, injunction, restraining order or other equitable relief, without the posting of any bond, to prevent breaches of the provisions of this Agreement and to enforce specifically the terms and provisions hereof in any court of competent jurisdiction, in addition to any other remedy to which they may be entitled at Law or equity.

6.12 **Further Assurances.** The Parties will use their reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, and assist and cooperate with the other Party in doing, all things necessary or desirable under applicable Law to consummate, in the most expeditious manner, matters contemplated by this Agreement.

6.13 **Entire Agreement.** This Agreement and the attached Exhibits constitute the entire agreement between the Parties with respect to the subject matter of this Agreement and supersede all prior agreements and understandings, both oral and written, between the Parties with respect to the subject matter of this Agreement.

6.14 **Attorney's Fees and Costs.** If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney's fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney's fees directly arising from a third-party legal action against a party hereto and payable as an indemnification obligation.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each Party has caused this Agreement to be executed on its behalf on the day and year first above written.

**STERIS Corporation**

By: \_\_\_\_\_  
Name: Mark Munroe  
Title: VP Strategic Projects and Mobile Solutions  
Email: mark\_munroe@steris.com  
Date: \_\_\_\_\_

Reviewed and approved as to form by the  
STERIS Corporation Legal Department

\_\_\_\_\_  
Attorney Initials

\_\_\_\_\_  
Date

**CUSTOMER**

By: \_\_\_\_\_  
Name: Dawn Rowe \_\_\_\_\_  
Title: Chair, Board of Supervisors \_\_\_\_\_  
Date: \_\_\_\_\_

**[Signature Page Equipment Rental Agreement]**

## **EXHIBIT A**

### **Equipment, Payments, and Proprietary STERIS Consumables**

#### **I. Equipment Description**

STERIS Mobile Medical Devices Reprocessing Department

VIN # **TBD**

Including the following Equipment:

- 2 – Vision Washers with 4 transfer carts and manifolds
- 1 – 3 Well Sink
- 1 – Pass Thru Window
- 1 – Caviwave Pro Sonic Cleaner
- 4 - Wrap Tables
- 2 - AMSCO 400 Sterilizers with 4 Loading Carts/Carriages
- 1 - VPRO Max Low Temperature Sterilizer
- 2 - Steam Generators with 1 Blow Down Tank
- 1 - Computer Station containing the ProConnect system

#### **II. Payments**

#### **III. See Attached Quote No. COCOLLIN1917804. Proprietary STERIS Consumables**

<b>STERIS Consumable SKU</b>	<b>STERIS Consumable SKU Description</b>
1C03T6WR	PROLYSTICA® U.C. ENZYMATIC CLEANER (10L - BUCKET)
1C07T6WR	PROLYSTICA® U.C. NEUTRAL DETERGENT (10L - BUCKET)
1C12T6WR	PROLYSTICA® U.C. ALKALINE DETERGENT (10L - BUCKET)
1C05T6WR	PROLYSTICA® U.C. LUBRICANT (10L - BUCKET)
1C3308	PROLYSTICA® 2X CONC ENZYMATIC PRESOAK AND CLEANER (4 X 1 GAL-CASE)
1C3310	PROLYSTICA® 2X CONC ENZYMATIC PRESOAK AND CLEANER (2.5 GAL)
1C3210	PROLYSTICA® 2X CONC NEUTRAL 2.5 GAL
1C3208	PROLYSTICA® 2X CONC NEUTRAL 4X1 GAL
1C3410	PROLYSTICA® 2X CONCENTRATE ALKALINE (2 .5 GAL - BUCKET)



1C3408	PROLYSTICA® 2X CONCENTRATE ALKALINE (4 X 1 GAL - CASE)
103108	HINGE-FREE® INSTRUMENT LUBRICANT (4 X 1 GAL - CASE)
PB007	VAPROX® HYDROGEN PEROXIDE STERILANT

**Quote No: COCOLLIN1917804**

**ARROWHEAD REGIONAL MEDICAL CENTER**

**Account: 44031 GLN: 1100005229853**

400 N PEPPER AVE

COLTON, CA 92324, US

Adreane Freeman, Materials Management (Phone: 909-658-3825)



STERIS Corporation

5960 Heisley Road

Mentor, OH 44060-1834 • USA

440-354-2600

GLN: 0724995000004

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Revision No: 2

Date: 25 March 2025

Submitted By:

Bradley Arnold, Senior Manager, Mobile Solutions

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STERIS is pleased to make the following proposal for your consideration:

Please see the attached "Market Research" quotation for the STERIS Mobile Central Sterile Services Department. (GSA Contract Number GS30F022GA).

Units are available on a first come, first served basis. This quote does not guarantee availability.

In order to utilize a Mobile SPD, STERIS requires an executed rental agreement.

This quote does not include site work (utilities, connecting ramp, road plates, jersey barriers, etc.).

We appreciate the opportunity to support you on this project, and thank you for considering STERIS Mobile Solutions.

Sincerely,

Bradley Arnold

Senior Manager, Mobile Solutions

Phone: 217-898-0007

E-mail: Bradley\_Arnold@steris.com

**NOTICE:** Terms and Conditions related to Mobile SPD and ancillary components are identified in the Mobile SPD Rental Agreement. All taxes are excluded unless otherwise stated, proof of tax exemption must accompany all purchase orders. Under present circumstances, this quotation may be considered firm for thirty (30) days from this date.

## Quote No: COCOLLIN1917804



ARROWHEAD REGIONAL MEDICAL CENTER  
Account: 44031 GLN: 1100005229853

Item	Equipment #	Description	Quantity	Unit Discount Price	Extended Discount Price
1.0000	MSPDCOMMISSION	<b>STERIS MOBILE CSSD COMMISSIONING FEE</b> STERIS provides Commissioning for its Mobile Central Sterile Services Department which includes leveling the mobile facility, expanding of the unit, securing of expendables, configuring unit interior, verifying unit connections to appropriate utilities, start up, calibration and verifying functionality of all equipment. Pricing for the commission process reflects a standard back-in delivery that meets specifications provided by STERIS. Any complex deliveries outside of a standard back-in delivery are subject to additional charges. <ul style="list-style-type: none"> <li>GR GOVT GS-30F-022GA</li> </ul>	1	52,431.23	52,431.23
2.0000	MSPDRENTAL	<b>STERIS MOBILE CSSD MONTHLY RENTAL FEE</b> The Mobile Central Sterile Services Department monthly rental is based on the contractual duration of the agreement. Please refer to the executed contract for full terms and conditions. <ul style="list-style-type: none"> <li>GR GOVT GS-30F-022GA</li> </ul>	12	82,629.72	991,556.64
8.0000	MSPDCONS	<b>MOBILE CSSD CONSUMABLES</b> Required Mobile CSSD start-up consumables for equipment testing and validation <ul style="list-style-type: none"> <li>GR GOVT GS-30F-022GA</li> </ul>	1	6,121.91	6,121.91
9.0000	MSPDDECOMMISSION	<b>STERIS MOBILE CSSD DECOMMISSIONING FEE</b> STERIS provides Decommissioning services for its Mobile Central Sterile Services Department which includes supporting Customer disconnection from utilities, interior preparations for transport, securing transport equipment, disconnection from adjacent access points (stairs/landings), retracting mobile unit and engaging the unit for transportation. <ul style="list-style-type: none"> <li>GR GOVT GS-30F-022GA</li> </ul>	1	43,641.35	43,641.35
10.0000	MSPDCOOLINGPKG	<b>STERIS MOBILE CSSD ANCILARY COOLING PACKAGE</b> Required STERIS service where the heat index consistently exceeds 100 during the Mobile Central Sterile Services Department deployment. <ul style="list-style-type: none"> <li>GR GOVT GS-30F-022GA</li> </ul>	1	14,812.00	14,812.00

Currency: USD	Quote Total Excluding Taxes	1,108,563.13
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## **EXHIBIT B**

### **Maintenance Services**

STERIS will provide Maintenance Services, which includes all parts and labor necessary to perform (i) scheduled preventative maintenance in accordance with STERIS's then-current Preventive Maintenance Check List and (ii) unscheduled repair visits, provided that parts required during unscheduled repair visits are not subject to the parts exclusions as outlined in Section 2(e) of the STERIS Terms & Conditions for Maintenance Services.

Preventive maintenance may be performed on the Mobile SPD Unit as frequently as quarterly and during such time, user access may be limited, and certain Equipment may need to be temporarily shut down. This preventive maintenance may require that STERIS technicians be on-site over a three to four day period, but the maintenance will be performed in a manner intended to minimize interruptions to operation of the Mobile SPD.

All Maintenance Services will be provided in accordance with STERIS's Maintenance Terms & Conditions which are attached hereto and made a part hereof as Attachment B-1 to this Exhibit B.

**Attachment B-1**  
**STERIS Maintenance Terms & Conditions**

**1. Terms and Conditions:**

(a) These maintenance terms and conditions ("STERIS's Terms") apply to STERIS's provision of Mobile SPD maintenance services – separately described – ("Maintenance Services") under the Mobile SPD Equipment Rental Agreement (collectively, "Agreement"). With respect to the Maintenance Services, STERIS's Terms take precedence over any conflicting terms and conditions contained in or referenced by any purchase order or other document issued by Customer.

(b) The Parties reserves the right to correct any typographical or clerical errors in price, specifications, quotations or acknowledgements.

**2. Service Parameters:**

STERIS will perform the Services in accordance with the following parameters:

(a) Recall Alerts - STERIS will provide a recall alert monitoring and notification service for STERIS Equipment in the Mobile SPD.

(b) Access – Customer agrees to provide STERIS with reasonable access to the Mobile SPD to perform Maintenance Services.

(c) Response Time - STERIS will provide the following response times for unscheduled service calls placed through the STERIS Call Center at 1-800-333-8828: (i) initial phone contact with the Subscriber within four (4) hours and (ii) on-site service within 36 hours.

(d) Customer agrees not to perform service or repairs on the Mobile SPD or its contents, including the Equipment therein, without the prior written authorization of STERIS. Customer also agrees to notify STERIS in writing of any repairs or maintenance performed on the Mobile SPD or its contents by any non-STERIS personnel.

(e) Exclusions - The Maintenance Services do not include, and Customer agrees to pay STERIS at its then prevailing labor rates and parts prices for any given piece of Equipment, including, without limitation, the following:

(i) Consumable and expendable items including, but not limited to, filters, cleaning agents, biological and chemical indicators, recording charts, paper, ink pens, ribbons, pen arms, batteries, and all hydraulic oils;

(ii) Visits made at Customer's request to perform Services on Equipment which was not available or which could not be located;

(iii) Services or parts requested by anyone other than STERIS, unless authorized in writing by STERIS;

(iv) Repairs resulting from operator error, misuse, abuse, improper operation or installation, defective accessories, being dropped, fire, loss, theft, utility failure, negligence by any party or other acts beyond the reasonable control of STERIS, or where STERIS determines that in fact no repair is actually required;

(v) Parts or labor required for recall or safety oriented modifications to non-STERIS Equipment;

(vi) Service lines, shut off valves, disconnect switches or other components not a part of the Equipment unless otherwise specified.

**3. Additions or Deletions of Equipment:**

(a) STERIS may add to, replace, or delete Equipment from the Mobile SPD at any time, subject to advance written agreement of both STERIS and Customer. If Customer elects to keep an item of Equipment in service after STERIS has determined that the item can

no longer be effectively or safely maintained, Customer assumes full responsibility for that decision.

(b) Prior to the addition of any Equipment during the term of this Agreement, Customer may request, at its expense, a pre-preventive maintenance inspection for the purpose of confirming that the Equipment is operating in accordance with the manufacturer's original Equipment specifications.

#### **4. Shipment & Delivery:**

(a) STERIS shall select the method and carrier for delivery of all service parts. Risk of loss or damage to the service parts shall pass from STERIS to Customer upon delivery to Customer.

(b) Shipping and handling of any parts covered under the terms of this contract shall be the responsibility of STERIS with the exception of exclusions as outlined in Section 2(e). Shipping and handling for excluded items identified in Section 2(e) will be the responsibility of the Customer. Any extra charges incurred for additional services, such as shipment from a point specified by Customer, or Customer's carrier, or special handling at the destination, must be paid by the Customer.

#### **5. Customer's Responsibilities:**

(a) Access to Equipment - Customer shall provide STERIS's personnel with free and safe access to the Equipment on each date that service calls are made pursuant to this Agreement and shall assist STERIS's representative in any reasonable manner (including the provision of appropriate services such as electrical power, water, etc.) in said representative's performance of the Services. Customer will make all Equipment available for the Services as scheduled. STERIS will not be responsible for providing the Services for Equipment that is not made available. Customer shall be responsible for paying any and all fees or costs associated with security or other facility access requirements. STERIS shall only provide information that it deems reasonable and appropriate to secure access to the facility.

(b) Current Vendors - Customer, as a contractor of current service vendors, will be responsible for paying any amounts owed to STERIS for Services performed prior to the time this Agreement either terminates or expires.

(c) Employee Training - Customer acknowledges that it is the responsibility of Customer for ensuring that all personnel permitted to operate the Equipment will be adequately trained and supervised and that the Equipment will be operated in compliance with the manufacturer's instructions and all applicable laws, rules, regulations and/or standards.

(d) Parking – Customer will provide STERIS personnel with suitable parking facilities, at no charge, while performing the Services.

(e) Unauthorized Repair Personnel - Customer will permit only STERIS representatives, or any other party acting on behalf of STERIS, to make repairs or to replace parts of the Equipment.

(f) Hazard Communication - Customer will provide STERIS with information as to all known hazards or hazardous materials which STERIS's personnel may reasonably encounter when working on Equipment and in the environments within which Equipment is located.

#### **6. Excused Performance:**

STERIS's obligation to provide the Services will be relieved during any period during which STERIS's employees do not have access to Equipment or parts by reason of war, act

of terrorism, military action, nuclear hazard, energy shortage, government action, labor unrest, fire, act of God, obsolescence or any other reason not within STERIS's reasonable control. It is understood that certain manufacturers of Equipment may have or may hereafter adopt a policy whereby replacement parts will be sold only to Equipment users. In the event that STERIS notifies Customer that a part or parts cannot be obtained directly from a manufacturer by STERIS, Customer will use its best efforts to obtain such parts directly from the manufacturer or assist STERIS in obtaining such parts. If a part or parts are so purchased by Customer, STERIS will credit Customer's account for the cost of such part or parts. STERIS will not be responsible if Equipment is removed from service by virtue of its or Customer's inability to obtain necessary replacement parts.

**7. Reserved**

**8. Reserved**

**9. Independent Contractor:**

STERIS and Customer hereby acknowledge that STERIS shall perform the Services for Customer as an independent contractor. Nothing in this Agreement shall be construed to create the relationship of employer and employee or principal and agent between STERIS and Customer.

[END]

## **EXHIBIT C**

### **Customer Insurance**

#### **GENERAL LIABILITY:**

- |   |             |
|---|-------------|
| Each Occurrence:                        | \$3,000,000 |
| General Aggregate:                      | \$3,000,000 |
| Products Completed Operations Aggregate | \$3,000,000 |
- STERIS Corporation is to be named as a loss payee on a primary and non-contributory basis
  - Waiver of Subrogation
  - Removal of the “Care, Custody, Control” exclusion is required
  - Limit requirement may be met by evidencing Primary and Umbrella limits

#### **AUTO LIABILITY:**

- |                        |             |
|------------------------|-------------|
| Combined Single Limit: | \$3,000,000 |
|------------------------|-------------|
- STERIS Corporation is to be named as a loss payee on a primary and non-contributory basis
  - Waiver of Subrogation
- Limit requirement may be met by evidencing Primary and Umbrella limits

#### **WORKERS’ COMPENSATION & EMPLOYERS’ LIABILITY:**

- |                              |             |
|------------------------------|-------------|
| Workers’ Compensation        | Statutory   |
| <u>Employers’ Liability:</u> |             |
| Each Accident:               | \$1,000,000 |
| Disease – Each Employee:     | \$1,000,000 |
| Disease – Policy Limit       | \$1,000,000 |
- Waiver of Subrogation

#### **PROPERTY:**

- |                    |                      |
|--------------------|----------------------|
| Limit Requirement: | \$3,000,000 Per Unit |
|--------------------|----------------------|
- Removal of the “Care, Custody, Control” exclusion is required

Notice of Cancellation: 30 days’ notice of cancellation to STERIS Corporation is required. Cancellation requirement can be met by insurance company or broker. STERIS understands that Customer’s deductibles and/or self-insured retentions are in excess of \$500,000.

*Customer may self-insure the coverages, limits and extensions required under this Exhibit (C). Adequate proof of self-insurance must be provided to STERIS upon reasonable request. The statement of self-insurance will be made part of this agreement.*



## **EXHIBIT D**

### **STERIS Insurance**

STERIS agrees to provide insurance set forth in accordance with the requirements herein

1. Without in anyway affecting any indemnity obligations provided and in addition thereto, STERIS 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 STERIS and all risks to such persons under this contract. If STERIS 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 – STERIS shall carry General Liability Insurance covering operations performed by or on behalf of STERIS providing coverage for bodily injury and property damage with a limit of 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. \$2,000,000 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 one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence. If STERIS is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence. If STERIS 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. Excess insurance must be no less broad than underlying primary policies. The coverage shall also apply to automobile liability.
2. **Additional Insured.** All policies, except for Worker's Compensation, shall contain additional endorsements including Customer and its officers, employees, agents and volunteers as additional named insured only with respect to liabilities arising out of the performance of services hereunder, but not for the provision of the Mobile Sterilization Unit itself. 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 afforded under Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.
3. **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 only for incidents where STERIS is found to be negligent and are deemed liable.
4. **Severability of Interests.** STERIS 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 STERIS and Customer or between Customer and any other insured or additional insured under the policy.
5. **Proof of Coverage.** STERIS 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 STERIS shall maintain such insurance from the time STERIS commences performance of services hereunder until the completion of such services.
6. **Acceptability of Insurance Carrier.** Unless otherwise approved by Risk Management, insurance shall be written by insurers eligible to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".
7. **Deductibles and Self-Insured Retention.** Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to Risk Management.

8. **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 agreed to by STERIS and made by amendment to this contract. STERIS 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 E**

### **ONSITE SERVICE PROVIDER REQUIREMENTS**

#### **A. Compliance with Customer Policy**

In performing the services and while at any Customer facilities, STERIS 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 Maintenance 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 STERIS or STERIS personnel or may be made available to STERIS or STERIS 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. STERIS shall be responsible for the promulgation and distribution of Customer Policies to STERIS personnel to the extent necessary and appropriate. Customer shall have the right to require STERIS'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 STERIS Personnel**

STERIS shall ensure that its personnel (a) are authorized to work in the jurisdiction in which they are assigned to perform Maintenance Services; (b) do not use legal or illegal substances in any manner which will impact their ability to provide Maintenance Services to the Customer; and (c) are not otherwise disqualified from performing the Maintenance Services under applicable law. If requested by the Customer and not in violation of applicable law, STERIS shall conduct a background check, at STERIS's sole expense, on all its personnel providing Maintenance Services.

#### **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, STERIS agrees that STERIS and STERIS'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 STERIS or STERIS's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

STERIS shall inform all employees that are performing Maintenance 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 Maintenance Service for the Customer.

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

#### **D. Employment Discrimination**

During the term of the contract, STERIS 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. STERIS 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. Licenses, Permits and/or Certifications**

Except for the obligations undertaken by Customer as otherwise set forth in the Agreement (including but not limited to Section 1.3), STERIS shall ensure that it has and maintains the HCD insignia and all applicable and necessary licenses, permits and/or certifications required for the rental of Equipment. STERIS shall maintain these licenses, permits and/or certifications in effect for the duration of this Agreement. STERIS 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 Agreement.

**F. Air, Water Pollution Control, Safety and Health**

STERIS shall comply with all air pollution control, water pollution, safety and health ordinances and statutes, which apply to the rental of the Equipment pursuant to this Agreement.

**G. Subcontracting**

- G.1** STERIS shall 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 Maintenance Services to Customer. At Customer's request, STERIS 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. STERIS 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 STERIS Personnel.
- G.2** For any subcontractor, STERIS shall:
  - G.2.1** Be responsible for subcontractor compliance with the contract and the subcontract terms and conditions; and
  - G.2.2** Ensure that the subcontractor follows Customer's reporting formats and procedures as specified by Customer.
- G.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. STERIS agrees that its arrangements with Subcontractors will not prohibit or restrict such Subcontractors from entering into direct Contracts with Customer.

**H. Damage to Customer Property**

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



## **EXHIBIT F**

# **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 on the following page. All references to “Contractor” on this Exhibit refer to STERIS. If a question does not apply respond N/A or Not Applicable.**

1. Name of Contractor: **STERIS Corporation**
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
STERIS plc	Publicly traded parent corporation.

6. Name of agent(s) of Contractor:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)
To be determined.	To be determined.	To be determined.
To be determined.	To be determined.	To be determined.

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 Agent(s): and//or
<u>To be determined</u>	To be determined.	To be determined.
<u>To be determined.</u>	To be determined.	To be determined.

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	N/A
N/A	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 Agreement, 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 Agreement is being considered and for 12 months after a final decision by the County.

**EXHIBIT G**

**PROJECT COMPLETION CERTIFICATE**

Commencement Date. \_\_\_\_\_

The undersigned representatives of STERIS Corporation and **San Bernardino County on behalf of Arrowhead Regional Medical Center** hereby confirm the following:

The Commencement Date will be determined based on the completion of the following:

(1) STERIS has delivered, installed, and expanded the Mobile SPD in accordance with Section 1.3(b) of the Mobile SPD Rental Agreement;

(2) STERIS and Arrowhead have completed the Pre Commissioning Requirements and have satisfied Customer Requirements and Responsible Fees and STERIS Insignia Requirements; and

(3) STERIS has confirmed that the Mobile SPD is capable of operating to the reasonable satisfaction of Customer.

**STERIS Corporation**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

Date: \_\_\_\_\_

**San Bernardino County on behalf of  
Arrowhead Regional Medical Center**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_