

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



Contract Number

23-293 A-1

SAP Number

4400021937

Arrowhead Regional Medical Center

Department Contract Representative
Telephone Number

William L. Gilbert
(909) 580-6150

Contractor
Contractor Representative
Telephone Number
Contract Term

Steris Corporation

April 25, 2023 – July 24, 2024

Original Contract Amount
Amendment Amount
Total Contract Amount
Cost Center

NTE \$250,000

NTE \$350,000

NTE \$600,000

7421

AMENDMENT NO. 1

WHEREAS, STERIS Corporation ("STERIS") and San Bernardino County on behalf of Arrowhead Regional Medical Center ("Customer") entered into a Sterile Processing Services Agreement with an effective date of April 25, 2023 ("Agreement");

WHEREAS, the parties now desire to amend the Agreement to extend the term;

NOW THEREFORE, effective as of the date this Amendment is fully executed, the parties hereby amend the Agreement as follows:

1. Section 1 of the Agreement is deleted in its entirety and replaced with the following:

1. **Term and Termination.** The Term of this Agreement will commence as of the Effective Date ("**Commencement Date**") and subject to its earlier termination as set forth below, will continue in effect through July 24, 2024 (the "**Term**"). Either party may terminate this Agreement prior to the end of the Term either (a) without Cause by giving the other Party forty-five (45) days' written notice at any time during the Term, or (b) for a Material Breach.

2. The total costs under the Agreement shall not exceed \$600,000 during the Term.
3. STERIS has disclosed to the County using Attachment 1 - Campaign Contribution Disclosure Senate Bill 1439, attached hereto, whether it has made any campaign contributions of more than \$250 to any member of the San Bernardino County ("County") Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within the 12 months before the date this Amendment was approved by the County Board of Supervisors. STERIS acknowledges that under Government Code section 84308, STERIS is prohibited from making campaign contributions of more than \$250 to any member of the County Board of Supervisors or other County elected officer for 12 months after the County's consideration of the Amendment.

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

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

4. **Full Force and Effect.** The Agreement, as amended by this Amendment, remains in full force and effect.
5. **Capitalized Terms.** Any capitalized term used but not defined in this Amendment shall have the meaning given to it in the Agreement, as applicable.
6. **Counterparts.** This Amendment may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. 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 Amendment upon request.

[SIGNATURE PAGE FOLLOWS]

SAN BERNARDINO COUNTY ON BEHALF OF
ARROWHEAD REGIONAL MEDICAL CENTER

►

Dawn Rowe

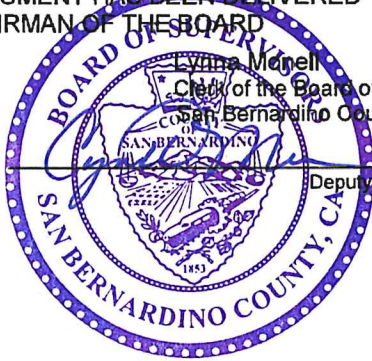
Dawn Rowe, Chair, Board of Supervisors

Dated:

FEB 27 2024

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

By



Lynna Monell

Clerk of the Board of Supervisors
San Bernardino County

Deputy

Address

STERIS CORPORATION

By

Bo Mundy

Bo Mundy (Feb 1, 2024 10:13 CST)

(Authorized signature - sign in blue ink)

Name

Bo Mundy

(Print or type name of person signing contract)

Title

Vice President and General Manager

(Print or Type)

Dated:

Feb 1, 2024

3316 Second Avenue North | Birmingham | AL

FOR COUNTY USE ONLY

Approved as to Legal Form

Charles Phan, Deputy County Counsel

Date 2/15/2024

Reviewed for Contract Compliance

►

Date

Reviewed/Approved by Department

William L. Gilbert, Director

Date

2/15/24



ATTACHMENT 1
Campaign Contribution Disclosure
(SB 1439)

DEFINITIONS

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

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

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

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

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

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

Contractors must respond to the questions on the following page. All references to "Contractor" in this Attachment 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:
 Bo Mundy
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):
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	Parent
STERIS IMS	Child

6. Name of agent(s) of Contractor:

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

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

Company Name	Subcontractor(s):	Principal and/or Agent(s):
<u>Sterile Processing Services of America</u>		

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

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

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

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

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

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

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

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