



**THIS PRODUCT SUPPLY AGREEMENT** ("Agreement") numbered 71340933-2024 and dated as of July 9, 2024 (the "Effective Date"), is made by and between LINDE GAS & EQUIPMENT INC., a Delaware corporation, having an office at 10 Riverview Drive, Danbury, Connecticut 06810-5113 ("Seller") and SAN BERNARDINO COUNTY ON BEHALF OF ARROWHEAD REGIONAL MEDICAL CENTER, having an office at 400 North Pepper Ave, Colton, CA 92324-1819 ("Buyer").

#### 1. Requirements.

Seller will sell to Buyer, and Buyer will purchase from Seller, on the terms and conditions herein and in any rider hereto (each, a "Rider"; capitalized terms not defined herein shall have the meanings set forth in the Rider) executed by the parties from time to time, Buyer's requirements, in gaseous, liquid or solid form, of Product and any substitute therefor, including mixtures, whether in cylinders, microbulk, bulk tanks or other containers or by any other means and including any hardgoods or other items set forth on a Rider for use at Buyer's location(s) ("Locations") listed thereon, as well as at any expanded or new locations.

#### 2. Prices

Buyer will pay Seller the Prices, Charges and Surcharges set forth in the Rider.

#### 3. Delivery.

The delivery of Product, as ordered, will constitute Buyer's purchase thereof.

#### 4. Specifications; Warranties; Remedies.

Product delivered hereunder will meet the Specifications. Buyer may reject any Product that does not meet the Specifications and no charge will be made for Product so rejected. With respect to any items or equipment, including cylinders and supply systems covered hereunder and not manufactured by Seller, Seller shall make reasonable efforts to assist Buyer in obtaining the benefit for Buyer of any manufacturer's warranty, to the extent available and applicable to Buyer (copies of which may be available on the manufacturer's website). **THERE ARE NO EXPRESS WARRANTIES BY SELLER OTHER THAN UNDER THIS ARTICLE 4. NO WARRANTIES BY SELLER (OTHER THAN WARRANTY OF TITLE AS PROVIDED IN THE UNIFORM COMMERCIAL CODE) WILL BE IMPLIED OR OTHERWISE CREATED INCLUDING WARRANTY OF MERCHANTABILITY AND WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.** Buyer's exclusive remedy for the unexcused failure to deliver Product when required by Buyer, regardless of cause, including negligence, shall be to recover from Seller the difference between the cost to Buyer of any reasonable purchase of Product in substitution for Product not delivered and the price of such quantity of Product hereunder. Seller's sole obligations and Buyer's exclusive remedies for any breach of warranties are set forth in this Article 4.

#### 5. Price Changes

Except where Price adjustments are addressed in a Rider, Seller may adjust Prices upon thirty (30) days prior written notice provided if Seller increases the Prices, Buyer has the right within fifteen (15) days after such notice to furnish Seller with credible written evidence that Buyer can purchase Product to which such increased Prices apply from a responsible supplier for a specified term in like quantities, at lower prices and under similar terms and conditions, and, if Seller, within fifteen (15) days thereafter, does not agree to either meet such lower prices or rescind the notice of increased Prices, then Buyer will have the right, upon giving Seller ten (10) days written notice, to terminate the applicable Rider as to the supply of Product for which such lower prices are offered upon written notice to Seller. If Buyer exercises such right of termination, the cost of removal of the Supply System used for the supply of such Product will be borne by Buyer. The forgoing proviso does not apply to Charges and Surcharges, the Facility Fee or Rental Charge in the Rider.

#### 6. Contingencies.

Except for the obligation to pay money when due, neither party hereto shall be liable to the other for default or delay in performance due to act of God, accident, fire, flood, storm, riot, war, terrorism, sabotage, disease, epidemic, explosion, strike, labor disturbance, governmental law or regulation, inability to obtain electricity or other type of energy, feedstock, raw or finished material, equipment or transportation, or any similar or different contingency beyond its reasonable control which would prevent or delay performance or make performance commercially impracticable. During a contingency, Seller will allocate Product among its own requirements and those of its customers in a fair and reasonable manner and Buyer will either pay for any related additional costs for Product Seller is able to deliver to Buyer during the contingency or source Product from another supplier solely for the duration of the contingency.

#### 7. Health, Safety.

Buyer (i) acknowledges that there are hazards associated with Product and Equipment, including the storage, use and handling thereof; (ii) will warn, protect and train its employees, contractors and others exposed to the hazards posed by Buyer's storage, use and handling of Product and Equipment; (iii) assumes all responsibility for the suitability and the results of using Product alone or in combination with other articles or substances and in any manufacturing, medical, or other process or procedures; and will notify Seller of any hazards and safety procedures at the Location(s). If, at any time, Seller considers that performance of its supply obligations hereunder would pose an unreasonable risk to safety, Seller may suspend its supply obligations upon written notice to Buyer. Buyer will be responsible for complying with all applicable laws, rules and regulations, including those applicable to Buyer's Locations, and all relevant reporting obligations, including the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. Sections 11001-11049. Buyer is directed to [www.lindeus.com](http://www.lindeus.com) for the applicable Safety Data Sheets related to Product(s), and Buyer will incorporate such information into Buyer's safety program. Buyer will warn and protect its employees including with respect to all necessary and prudent safety practices for handling Products, wearing necessary personal protective equipment, avoiding contact with skin, and use and storage only in adequately ventilated areas.

#### 8. Indemnity.

(a) Seller will indemnify, defend, and hold harmless the Buyer from and against any and all third party claims for costs, fees (including reasonable legal fees and expenses), damages, liabilities and claims arising from the property damage, injury, illness or death in any way related to any activities performed by Seller, its employees, and agents in connection with Product or Equipment or Services supplied by Seller under this Agreement to the extent caused by the negligent acts or omissions of Seller, its employees, or agents, or including any defects in any Product or Equipment provided under this Agreement (including any Rider) when used in accordance with its FDA approved indication. This indemnity shall not apply to any negligence of Buyer, its employees or agents. (b) As to each Rider, Buyer represents and warrants that as of the date of first delivery of Product under such Rider, Buyer will not be obligated under the terms of any other contract to purchase Product for Buyer's Location(s).

**9. Limitation on Liability.** Notwithstanding any other provision of this Agreement to the contrary, (a) neither party shall be liable to the other party for any: incidental, consequential, indirect, exemplary, punitive or enhanced damages, lost profits or revenues, diminution in value, sales, cover, or losses in any way related to damages to vaccines, loss of biological material or scientific research, arising in connection with this Agreement regardless of (i) whether such damages were foreseeable or the party was advised of the possibility of such damages and (ii) the legal or equitable theory (contract, tort, or otherwise) upon which the claim is based; and (b) in no event, except for claims based on indemnification, personal injury (including death), property damage, gross negligence, willful misconduct, or violations of law, shall Seller's cumulative liability for any and all claims of any kind under this Agreement exceed the amount of the purchase price paid for the Product for the prior twelve (12) month period related to such claim(s).

#### 10. Confidentiality.

This Agreement, and all pricing and other information furnished by either party hereunder are the proprietary and confidential information ("Information") of the disclosing party, to be kept confidential for ten (10) years after termination hereof, provided (i) the receiving party may disclose Information to the extent legally obligated; and (ii) either party may disclose the Agreement to enforce its rights hereunder. However, in order for the confidentiality protections of this provision to apply to any Information, Seller must clearly mark any such documents as "Confidential" or "Proprietary" when providing the Information to Buyer. Notwithstanding the foregoing, Seller acknowledges that Buyer 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 for this Agreement with the San Bernardino County Board of Supervisors.

#### 11. Term and Termination.

This Agreement will be in effect from the Effective Date and will continue in effect for a term of five years unless earlier terminated pursuant to the terms of this Agreement. Either party may terminate this Agreement or any Rider for a material breach by this Agreement of a party, which remains uncured after 30 days written notice and as noted in Section 12 upon written notice by the non-breaching party. Either Buyer's Hospital Director or designee is authorized to exercise Buyer's termination rights under this Agreement and in any Rider. In the event this Agreement is terminated, all Riders associated with this Agreement are terminated as of the termination date of the Agreement.

#### 12. Dispute Resolution.

Unless a legal action would be barred by the applicable statute of limitations or other similar limitations period, a party that reasonably believes the other party has failed to fulfill any obligation hereunder shall prior to commencing any legal action, promptly notify the other party in writing. The other party must, within thirty (30) days, respond in writing with evidence of a cure, or an explanation of disagreement, in which case the parties shall arrange to meet within thirty (30) days of such response. If the parties cannot, in good faith discussions, resolve their dispute, they may pursue all remedies under law without prejudice.

#### 13. Assignment and Notice.

This Agreement (i) may not be assigned without the prior written consent of the other party; and (ii) will inure to the benefit of, and be binding upon, the successors and permitted assigns of the parties. Except as otherwise stated herein, notices shall be in writing and deemed given on the date hand delivered or, two business days after mailing. Any notices to the Buyer shall be addressed to the attention of its "Hospital Director."

#### 14. Debarment and Suspension.

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

**15. Insurance.**

Seller shall comply with the insurance requirements set forth on Exhibit 1, attached hereto and incorporated by this reference.

**16. Licenses, Permits, and/or Certifications.**

Seller 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. The Seller shall maintain these licenses, permits and/or certifications in effect for the duration of this Agreement. Seller will notify Buyer of loss or suspension of any such licenses, permits and/or certifications within a reasonable time after such loss or suspension. Failure to maintain a required license, permit and/or certification may result in immediate termination of this Agreement.

**17. Executive Order N-6-22 Russia Sanctions**

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>), as well as any sanctions imposed under state law (<https://www.dgs.ca.gov/OLS/Ukraine-Russia>). The EO directs state agencies and their contractors (including by agreement or receipt of a grant) to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should it be determined that Seller is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. Seller shall be provided advance written notice of such termination, allowing Seller at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the Buyer.

**18. Campaign Contribution Disclosure (SB 1439)**

Seller has disclosed to Customer using Exhibit 2 - 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 earlier of 12 months before the date this Agreement was approved by the Board of Supervisors. Seller acknowledges that under Government Code section 84308, Seller 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, the Seller 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 Seller or by a parent, subsidiary or otherwise related business entity of Seller.

**19. General.**

The entire agreement is contained herein and in the Rider(s), and any other or different current or subsequent terms or conditions, including on any website or in any purchase orders, will be deemed null and void unless duly executed by both parties, regardless of any party's "acceptance" by any means including electronically. This Agreement supersedes any prior agreement(s) between the parties covering the supply of Product or Equipment to Buyer's Location(s). If Seller records any telephone conversations, notice of such recordings will be provided. Modifications and waivers hereof are not binding unless in writing by both parties and a waiver will apply solely to the instance for which sought. Headings are solely for convenience, and shall not be used to interpret the Agreement. The word "including" and variations thereof used herein are deemed to be followed by the words "without limitation." Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply. In the event of conflict between the terms and conditions contained in this Agreement and any Rider, the Rider will govern. This Agreement will be governed by the laws of the State of California. All actions arising hereunder shall be venued in the State of California. This Agreement, and any associated Riders, may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument and may be delivered by a party by facsimile or electronic transmission or by email. If any provision or portion thereof herein or in any Rider is held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions or portions shall not in any way be affected or impaired thereby.

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**BY SIGNING BELOW, BUYER AND SELLER EACH ACKNOWLEDGE AND AGREE THAT THIS AGREEMENT IS CONDITIONAL UPON THE TERMS AND CONDITIONS HEREIN AND ON ANY RIDER OR OTHER ATTACHMENT HERETO.** Buyer and Seller intending to be legally bound have by the signatures of their authorized representatives executed this Agreement as of the date first above written.

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**San Bernardino County on behalf of Arrowhead Regional Medical Center (Buyer)**

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

**Linder Gas & Equipment Inc. (Seller)**

Submitted by: Laura Johnston  
Accepted by: Jennifer Claggett  
Signature: Jennifer Claggett Digitally signed by Jennifer Claggett  
Date: 2024.06.14 15:34:48 -07'00'  
Title: General Sales Manager  
Date: June 14, 2024

**EXHIBIT 1**  
**Insurance Requirements**

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

- 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 Seller and all risks to such persons under this contract. If Seller has no employees, it may certify or warrant to Buyer 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 Buyer'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** – Seller shall carry General Liability Insurance covering all operations performed by or on behalf of Seller 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. \$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 not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence. If Seller 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 Seller owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.
1. **Waiver of Subrogation Rights.** Both Parties shall require their carriers to waive all rights of subrogation against the other Party.
  2. **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 Buyer.
  3. **Severability of Interests.** Seller 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 Seller and Buyer or between Buyer and any other insured or additional insured under the policy.
  4. **Proof of Coverage.** Seller shall furnish Certificates of Insurance to Arrowhead Regional Medical Center evidencing the insurance coverage at the time the Agreement is executed, shall be provided prior to the commencement of performance of services hereunder. Seller shall maintain such insurance from the time Seller commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, Seller shall furnish a certificate of insurance evidencing the coverage.
  5. **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".



EXHIBIT 2

**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 Exhibit refer to Seller. If a question does not apply respond N/A or Not Applicable.**

1. Name of Contractor: Linde Gas & Equipment Inc
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
Linde Inc.	Parent

6. Name of agent(s) of Contractor:

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

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

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

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

Company Name	Individual(s) Name
N/A	

9. Was a campaign contribution, of more than \$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 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 \$250 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.



THIS RIDER ("Rider") numbered 05172024-1 and dated as of July 9, 2024 (the "Effective Date"), by and between LINDE GAS & EQUIPMENT INC., a Delaware corporation, having an office at 10 Riverview Drive, Danbury, CT 06810 ("Seller") and SAN BERNARDINO COUNTY ON BEHALF OF ARROWHEAD REGIONAL MEDICAL CENTER, having an office at 400 N Pepper Avenue, Colton CA 92324 ("Buyer"), is made a part of the Product Supply Agreement between Seller and Buyer numbered 71340933-2024 and dated July 9, 2024 (the "Agreement"; capitalized terms used herein without definition shall have the meanings set forth in the Agreement).

1. As to this Rider, the following words and terms shall have the following meanings:

"Basic Term" of this Rider commences on the Effective Date and continues for Five (5) years, unless earlier terminated pursuant to the terms of the Agreement

"Location(s)" for this Rider means: See Attachment A.

"Prices" are: See Attachment B.

"Product" means Noxivent® (Nitric Oxide) gas, for inhalation, for the indication identified on the Prescribing Information or Package Insert.

"Equipment" means the NOxBOXi® nitric oxide delivery device (Rx only) and its associated accessories and consumables.

"Specifications" means the Product specification set forth under the column so indicated in the table in Attachment B or in the Prescribing Information, listed in the Product Information Sheet(s) attached hereto or available on [www.noxiventus.com](http://www.noxiventus.com).

2. Buyer will pay Seller the Prices for Product, Equipment, items and/or services supplied hereunder as set forth on Attachment B. In addition to the Prices, for each delivery, Products are subject to a delivery, fuel and/or hazardous materials charge that will be noted on the invoice and certain other charges and surcharges, including without limitation those associated with regulatory, safety and environmental compliance, greenhouse gas emission reductions, and obtaining power, energy and transportation, as well as occasional equipment maintenance at rates in effect at the time thereof, in each case whether or not set forth herein (collectively, "Charges and Surcharges"). Charges or Surcharges may be adjusted from time to time as indicated on the invoice. Unless tax exempt, Buyer will pay Seller for any taxes, tariffs, fees, Charges or Surcharges now or hereafter imposed due to the provision of any Product, Equipment or other item hereunder. Terms of payment will be net forty-five (45) days following date of invoice. By paying the amount specified on Seller's invoice, unless Buyer objects in writing within 30 days of receipt thereof, Buyer shall be deemed to agree to the pricing, Charges and Surcharges and any cylinder balance thereon.

3. If Buyer fails to make payment when due, or its financial responsibility becomes otherwise impaired, or if Buyer is otherwise in default of its obligations hereunder, Seller may, among other remedies, refuse to supply Product except for receipt of cash with order and/or payment in full of all outstanding charges, and/or suspend Seller's performance and/or terminate the Agreement or this or any other Rider.

4. Equipment (excluding accessories and consumables) and cylinders will remain the property of Seller at all times. Buyer will return all such Equipment and cylinders in good condition, non-contaminated, valves closed, complete with caps and fittings. Buyer will pay Seller for any cleanup of Equipment and cylinders returned in a contaminated condition and for the replacement or repair cost of any Equipment and cylinders lost or damaged beyond normal wear and tear, including if used, filled, refilled, altered, repaired, serviced, adjusted, or otherwise tampered with by any person not authorized by Seller. Product supplied hereunder in cylinders shall be used by Buyer only with the Equipment. All Equipment and cylinders items provided by Seller hereunder are solely for Buyer's use at Buyer's Locations and shall not be resold or otherwise supplied by Buyer to any third-party.

5. The following manuals/materials shall be provided by Seller at no charge to the Buyer and shipped with the Product and/or Equipment: (i) the Prescribing Information and Package Insert, Medication Guide and Patient Package Inserts (to the extent there are any), as applicable for Noxivent, and (ii) the manufacturer's NOxBOXi User's Manual and Technical Guide for the NOxBOXi Delivery Device. Any materials accompanying the Noxivent or the NOxBOXi Delivery Device that is provided by Seller to Buyer are, and will remain, the copyrighted and exclusive property of Seller.

6. Seller shall provide to the Buyer the Seller specified training at the Delivery Address at the time of installation. Seller shall provide to Buyer technical support for the operation of the Equipment. Buyer and its healthcare providers shall ensure that the mode and make of mechanical ventilation or other equipment utilized to administer the Product or use the Equipment are device compatible and that those administering the Product and using the Equipment are duly qualified, properly trained and familiar with the instructions for use of the Product and Equipment. Seller shall not be responsible for connecting the Product and Equipment to any ventilation or other equipment utilized to administer the Product. Buyer is solely responsible for ensuring that any Buyer goods, devices, or other items utilized with the Product and Equipment, including without limitation, any ventilation or other equipment utilized to administer the Product, are appropriate for use with the Product and Equipment, and have the appropriate approvals, clearances, licenses, registrations, certifications, permits, or other regulatory authorizations or filings required by any regulatory authority. Buyer will comply with all laws, rules and regulations applicable to Buyer's Location relating to a safe and secure operation. Buyer shall not permit any person other than Seller's representatives or providers authorized by Seller to service or repair the Equipment.

7. Seller will make available a contact number that can be reached 24 hours per day, 7 days per week for Buyer to request technical assistance with Seller's equipment and products. Within forty-eight (48) hours of receiving a Seller request, Buyer will provide information and support to Seller concerning the Product and/or Equipment, including, but not limited to the Product, Equipment, information and support requested by Seller to investigate any Product or Equipment incidents, problem reports, or related issues and access to the Product and Equipment for investigation.

8. Buyer and Seller intend that this Rider be administered in accordance with the provisions of the federal Anti-Kickback Statute (42, U.S.C. § 1320a-7b(b)). To the extent applicable, any discounts and rebates received by Buyer with respect to the Equipment or Products and any services hereunder, may be considered "discounts or other reductions in price" under the Anti-Kickback Statute, Section 1128B(b)(3)(A) of the Social Security Act [42 U.S.C. § 1320a-7b(b)(3)(A)]. To the extent required by the Anti-Kickback Statute or the Discount Safe Harbor regulations, 42 C.F.R § 1001.952(h) et seq., each party shall fully and accurately disclose such discounts and other reductions in price in accordance with the applicable state or federal cost reporting requirements, including, without limitation, disclosing and accurately reflecting where appropriate, and as appropriate, to the applicable reimbursement methodology.

BY SIGNING BELOW, BUYER AND SELLER EACH ACKNOWLEDGE AND AGREE THAT THIS RIDER IS CONDITIONAL UPON THE TERMS AND CONDITIONS HEREIN AND IN THE AGREEMENT AND ANY ATTACHMENT HERETO. Buyer and Seller intending to be legally bound have by the signatures of their authorized representatives executed this Rider as of the date first above written.

SAN BERNARDINO COUNTY ON BEHALF OF ARROWHEAD REGIONAL MEDICAL CENTER (Buyer)

LINDE GAS & EQUIPMENT INC. (Seller)

Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Submitted by: Marilee A. Carlow  
Signature: Jennifer Claggett DocuSign signed by Jennifer Claggett  
Date: 2024.06.14 15:11:47-0700  
Name and Title: Jennifer Claggett, General Sales Manager  
Date: June 14, 2024

**Attachment A: Buyer Locations**

Buyer's Location(s) consist of the following locations and any new locations for which Buyer has requirements of Product and which the parties mutually agree in writing to supplement this Attachment A. First Delivery means the date of first delivery to the last location below. Seller will allocate up to (2) NOxBOXi devices to Buyer as set forth on Attachment B, with the minimum number of devices per site listed below (which shall not include backup units):

- (i) Arrowhead Regional Medical Center  
400 N. Pepper Avenue  
Colton, CA 92324

Start Date: \_\_July 9, 2024\_\_

Devices: 2



**Attachment B: Products and Pricing**

Prices for Product and Equipment rental are set forth in the table below. The fee will be invoiced at the beginning of each month. Pricing in this Rider is subject to an annual price increase after July 8, 2025. Price increase will not exceed 6% annually.

Effective July 9, 2024 through July 8, 2025			Price (ea)
<b>Product Code</b>	<b>Description of Product</b>	<b>UOM</b>	<b>TIER 1:</b>
MM NO800NI-AQ	Noxivent® (Nitric Oxide) gas, for inhalation 800 ppm, size AQ	Cyl	\$7,488
MM NO800NI-AD	Noxivent® (Nitric Oxide) gas, for inhalation 800 ppm, size AD	Cyl	\$1,248
			<b>Monthly Device Rental Price (ea)</b>
<b>Product Code</b>	<b>Description of Equipment</b>		<b>TIER 1:</b>
RENNOXBOX-I	NOxBOXi Intelligent Delivery and Monitor	Each	\$728
<b>Delivery Fee / Loss</b>	<b>of use shall be calculated in accordance with:</b>		
ZZZDEL	Standard Delivery	Each	N/A
ZZZEMER	Emergency / Rush Delivery	Each	\$300
MM NO800NI-AQ	Replacement Cost / LOU - 800 ppm, size AQ	Cyl	\$225
MM NO800NI-AD	Replacement Cost / LOU - 800 ppm, size AD	Cyl	\$125
RENNOXBOX-I	Replacement Cost / LOU	Each	\$50,000
<b>Pricing Comments</b>	Note: Pricing programs may be limited to standard routing and delivery from distribution centers and will be subject to Product availability and Seller's distribution capability.		
<b>Part Number</b>	<b>Description of Accessories and Consumables</b>		<b>Price (ea)</b>
NXBREG081	Regulator for use with NOxBOXi - CGA626		Included
NXBNOXKIT-2-22	Single use 22mm delivery and sampling kit		Included
NXBNOXKIT-2-15	Single use 15mm delivery and sampling kit		Included
NXBNOXKIT-1-10	Single use 10mm delivery and sampling kit		Included
NXBNOXKIT-2-12	Single use 12mm delivery and sampling kit		Included
NXBFXS555	Single use 22mm one-way valve for use with Sensor Medics 3100A/B HFO ventilators		Included
NXBNOXKIT-EMER	Single use tubing for connection between NOxMixer and NOXflow during back up mode		Included
NXBFIL063	Single use 25mm Disk Filter for water trap		Included
NXBFIL064	Single use 50mm Nebulizer filter		Included
NXBCON158	Single use connector 22M/15F-15M Gas Sampling Port		Included
NXBNOXKIT-HFJV	Single use connections kit for Bunnell Jet ventilator		Included
LGENOXBOX-ITEST	System Test kit		Included
NXBFXS569	Water trap bowl		Included
NXBWT-DRAIN	Water trap drainage syringe		Included
NXBFXS543	Pack of 2 NO hoses		Included
NXBPUMP-FLO-MTR	Flow Meter for calibrating pump flow		Included
NXB34-18-00520-V	Calibration Gas NO		Included
NXB34-20-01010-V	Calibration Gas NO2		Included
NXBSCCG	Calibration kit bag		Included
NXBREGSS-1.0-V	Stainless steel calibration regulator		Included
NXBNOX-Y-CAL	Calibration tube assembly		Included



THIS RIDER ("Rider") numbered CA-05172024-BLKCYLS and dated as of July 9, 2024 (the "Effective Date"), by and between LINDE GAS & EQUIPMENT INC., a Delaware corporation, having an office at 10 Riverview Drive, Danbury, CT 06810 ("Seller") and SAN BERNARDINO COUNTY ON BEHALF OF ARROWHEAD REGIONAL MEDICAL CENTER having an office at 400 N. Pepper Ave. Colton CA 92324 ("Buyer"), is made a part of the Product Supply Agreement between Seller and Buyer numbered 71340923-2024 and dated as of July 9, 2024 (the "Agreement"; capitalized terms used herein without definition shall have the meanings set forth in the Agreement).

1. As to this Rider, the following words and terms shall have the following meanings:  
"Basic Term" of this Rider commences on the Effective Date and continues for Five (5) years, unless earlier terminated pursuant to the provisions of the Agreement.  
"Location(s)" for this Rider means 400 N. Pepper Ave, Colton, CA  
"Prices" are:

Item Number	Description	Pricing
AI M-AE	AIR USP AE	\$6.66
AI M-E	AIR USP E	\$6.53
AI M-K	AIR USP K	\$19.26
AI M-KP6	AIR USP K 6PK	\$160.50
AR 4.8-6K	ARGON 99.998% 6K	\$149.09
AR 4.8-G	ARGON 99.998% G	\$90.59
CD M-50	CARBON DIOXIDE USP 50LB	\$44.51
CD M-AE	CARBON DIOXIDE USP AE	\$20.87
HE 4.8-6K	HELIUM 99.998% 6K	\$524.47
HE M-K	HELIUM USP K	\$192.58
LD ME1P-AT	LUNG DF NIT-CO .3%-METH .3%	\$345.05
MM HEOX20-K	HEL-OXY 20% USP K	\$119.18
MSCSEC	SUPPLEMENTAL ENERGY CHARGE	\$26.41
NDB32	COC/COA CHARGE BY ORDER	\$92.53
NDB94	SIGNATURE REQUIRED	\$35.59
NI M-K	NITROGEN NF K	\$11.77
NI M-LT10	NITROGEN LIQUID DEWAR NF 10	\$60.52
NI M-LT30	NITROGEN LIQUID DEWAR NF 30	\$60.13
NS M-17	NITROUS OXIDE USP 17LB	\$55.09
NS M-50	NITROUS OXIDE USP 50LB	\$126.59
NS M-AE	NITROUS OXIDE USP AE	\$50.82
NS M-E	NITROUS OXIDE USP E	\$21.82
NS M-E6	NITROUS OXIDE USP E 6LB	\$22.49
OX M-AD	OXYGEN USP AD	\$3.51
OX M-ADGNVNTG	OXYGEN USP AD GRABNGO VANT	\$3.63
OX M-AE	OXYGEN USP AE	\$3.51
OX M-AEGNGOPTI	OXYGEN USP AE GRABNGO OPTI	\$3.80
OX M-BULKDS	OXYGEN LIQUID USP NAIG DROPSHP	\$0.97
OX M-D	OXYGEN USP D	\$3.60
OX M-E	OXYGEN USP E	\$3.60
OX M-K	OXYGEN USP K	\$10.80
OX M-KP6	OXYGEN USP K 6PK	\$187.25
OX M-LCK	OXYGEN USP LARGE CYLINDER K	\$26.75
OX M-M	OXYGEN USP M	\$12.84
OX M-T	OXYGEN USP T	\$16.05
OX M-TP6	OXYGEN USP T 6PK	\$267.50

OX MLC160-50	OXYGEN LIQUID USP LC160 50 PSI	\$99.27
OX MLC180-230	OXYGEN LIQUID USP LC180 230	\$208.65
OX MLC180-350	OXYGEN LIQUID USP LC180 350	\$208.65
OX R	OXYGEN R	\$7.47

RENFACHARGE	REGULATORY COMPLIANCE CHARGE	\$304.95
RENOXBULKL	OXYGEN BULK LRG RENTAL	\$1,926.00
RNTU230	IND HIGH PRESSURE > 100CF	\$5.09
RNTU250	INDUSTRIAL 6 PAKS	\$20.12
RNTU410	MED HIGH PRESSURE < 50CF	\$2.99
RNTU411	MED HIGH PRESSURE < 50CF W/XRS	\$3.19
RNTU430	MED HIGH PRESSURE > 50CF	\$5.85
RNTU431	MED HIGH PRESSURE > 50CF W/REG	\$19.20
RNTU470	MED LIQUID < 100LTR	\$59.31
RNTU471	MED LIQUID 100-199LT	\$59.31
RNTU510	SPEC HIGH PRESSURE < 100CF	\$12.50
RNTU530	SPEC HIGH PRESSURE >100CF	\$11.75
RNTU545	SPEC ULTRA HIGH PRESSURE 6K	\$22.25

Product	Product Code	Supply System	Product Price	Estimated Monthly Volume	Facility Fee Per Month
USP Bulk Oxygen	OX M-BULKDS	6000-gallon main 1500-gallon reserve	\$0.97	1,015,000 cf	\$1926.00

Buyer will pay Seller the prices for Product and any Facility Fee, rental charge or other amount listed in the table above for any cylinder, supply system (set forth in the table above, a "Supply System"), or other Equipment, items or services (the "Prices"). Buyer will also pay Seller a monthly Sentry cylinder tracking fee.

In addition to the Prices set out above, Cylinder deliveries are subject to a delivery charge of \$44.63 and hazardous materials charge of \$21.00 and a fuel charge based on California Fuel Index rate.

Cylinder rental is subject to a safety and environmental charge of \$16.95 which will be noted on the invoice for such Products.

Bulk Oxygen deliveries are subject to a delivery charge of \$65.00 and hazardous materials charge of \$21.00 and a fuel charge based on California Fuel Index rate.

Additional ancillary fees associated with bulk deliveries are:

NDB03	Expediated delivery charge	\$350.00
NDB32	COC/COA per order	\$400.00
NDB38	Order only charge	\$120.00
NDB93	Averted delivery	\$325.00
NDB94	Signature required	\$55.00
NDB95	First stop	\$100.00
NDB96	Full load	\$100.00
NDB98	Restricted delivery	\$150.00

Pricing in this Rider is subject to an annual price increase after July 8, 2025. Price increase will not exceed 6% annually.

After the Effective Date of this Rider, Seller may increase the Prices then in effect for gases which Seller does not produce by giving not less than thirty (30) days' prior written notice of such increase.

Buyer estimates its monthly consumption of each Product will be the Estimated Monthly Volume ("EMV") if set forth in the table above. Buyer will purchase from Seller its requirements for Product in excess of 100 % of the EMV ("Excess Product") to the extent that Seller elects, in its sole discretion, to supply such Excess Product, provided that in such case Seller, upon 30 days prior written notice, may adjust the Prices for all such Product hereunder. If Buyer's monthly consumption of any Product is eighty percent (80%) or less than the EMV during any period of three (3) consecutive calendar months, Seller, upon 30 days prior written notice, may adjust the Prices and the EMV for such Product. If Buyer fails to take any Product during any period of six (6) consecutive months, Seller will have the right at any time thereafter to immediately terminate this Rider.

"Products" means the items under the Products column in gaseous, liquid or solid form noted in the table under "Prices" above.

"Specifications" means the Product specification set forth under the column so indicated in the table under "Prices" above or listed in the Product Information Sheet(s) attached hereto or available on [www.lindeus.com](http://www.lindeus.com).

2. In addition to the Prices, for each delivery, Products are subject to a delivery, fuel and/or hazardous materials charge that will be noted on the invoice and certain other charges and surcharges, including without limitation those associated with regulatory, safety and environmental compliance, greenhouse gas emission reductions, and obtaining power, energy and transportation, as well as occasional equipment maintenance at rates in effect at the time thereof, in each case whether or not set forth herein (collectively, "Charges and Surcharges"). Charges or Surcharges may be adjusted from time to time as indicated on the invoice. Buyer will pay Seller for any taxes, tariffs, fees, Charges or Surcharges now or hereafter imposed due to the provision of any Product, Equipment or other item hereunder. Terms of payment will be net forty-five (45) days following date of invoice. By paying the amount specified on Seller's invoice, unless Buyer objects in writing within 30 days of receipt thereof, Buyer shall be deemed to agree to the pricing, Charges and Surcharges and any cylinder balance thereon.

3. If Buyer fails to make payment when due, or its financial responsibility becomes otherwise impaired, or if Buyer is otherwise in default of its obligations hereunder, Seller may, among other remedies, refuse to supply Product except for receipt of cash with order and/or payment in full of all outstanding charges, and/or suspend Seller's performance and/or terminate the Agreement or this or any other Rider.

4. Each cylinder and Supply System will remain the property of Seller at all times. Buyer will return all cylinders in a good condition, non-contaminated, valves closed, complete with caps and fittings. Buyer will prevent anyone not authorized by Seller from entering any Supply System site ("Site") or filling Seller owned cylinders or Supply Systems. Buyer will pay Seller for any cleanup of cylinders returned in a contaminated condition and for the replacement or repair cost of any Supply Systems or cylinders lost

or damaged beyond normal wear and tear, including if cylinders or Supply Systems are used, filled, refilled, altered, repaired, adjusted, or otherwise tampered with by any person not authorized by Seller. Buyer will comply with all laws, rules and regulations applicable to Buyer's Location relating to a safe and secure operation.

5. For each Supply System, Buyer, at its expense, will provide and maintain a suitable Site and/or concrete pad, as applicable, with ample access, fencing and isolation barriers all as specified by Seller, obtain any necessary permits and licenses, install and maintain a properly designed system for the distribution of Product from each Supply System to Buyer's points of use, and furnish all necessary utilities as required by Seller. Buyer will bear the cost of any modifications to the Supply System or Site, or permits required due to changes in laws or regulations.

6. Seller may relocate, modify, replace, and/or remove, due to necessary repairs, maintenance, changes in Buyer's Location(s), requirements, method of supply, pressure specifications, or otherwise, any Supply System or part thereof in each case as Seller deems appropriate for the supply of Buyer's requirements of Product(s), provided that Buyer will pay for all such relocation, modification, maintenance and/or replacement costs and Seller may adjust the monthly facility fee per standard rates.

7. Seller will, at Buyer's expense, remove each Supply System within a reasonable time after the termination hereof. In the event the Rider terminates for any reason, Buyer shall also pay for any remaining installation expenses as invoiced. For avoidance of doubt, installation and removal expenses may include without limitation, engineering, labor, crane, piping and materials, safety, travel, transportation and other project management costs associated with the installation or removal of supply system(s) incurred by Seller at commencement, during the term if due to any supply system replacement, or upon termination of the Rider(s) and/or any costs associated with major supply system modifications. If Seller relocates, modifies or replaces all or part of any Supply System due to a change in Buyer's requirements, method of supply, pressure specifications, Buyer's Location(s) or Buyer's facilities, Seller may charge Buyer the cost of such relocation, modification or replacement, adjust the charge set forth herein covering such relocated, modified or replaced Supply System.

**BY SIGNING BELOW, BUYER AND SELLER EACH ACKNOWLEDGE AND AGREE THAT THIS RIDER IS CONDITIONAL UPON THE TERMS AND CONDITIONS HEREIN AND IN THE AGREEMENT AND ANY ATTACHMENT HERETO.** Buyer and Seller intending to be legally bound have by the signatures of their authorized representatives executed this Rider as of the date first above written.

**SAN BERNARDINO COUNTY ON BEHALF OF ARROWHEAD REGIONAL MEDICAL CENTER (Buyer)**

**LINDE GAS & EQUIPMENT INC. (Seller)**

Submitted by: Laura Johnston

Signature: \_\_\_\_\_

Signature: Jennifer Claggett Digitally signed by Jennifer Claggett  
Date: 2024.06.14 15:01:00

Name and Title: \_\_\_\_\_

Name and Title: Jennifer Claggett General Sales Manager

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

Date: June 14, 2024



## SITE SERVICES RIDER

This Site Services Rider ("Rider") dated July 9, 2024 ("Effective Date"), is made part of the Product Supply Agreement numbered 71340933-2024 and dated July 9, 2024 ("Agreement") by and between LINDE GAS & EQUIPMENT INC., a Delaware corporation, having an office at 10 Riverview Dr, Danbury, CT 06810-5113 ("Seller") and SAN BERNARDINO COUNTY ON BEHALF OF ARROWHEAD REGIONAL MEDICAL CENTER, having an office at 400 N. Pepper Ave. Colton CA 92324 ("Buyer").

In consideration of the mutual promises contained herein, the parties, intending to be legally bound, agree as follows:

1. **SERVICES.** On or about July 9, 2024, Seller will commence performance of the services described in the statement of work attached hereto as Schedule A ("Services") at Buyer's Facility (as defined in Schedule A). Services will be performed by employees, contractors or consultants of Seller listed in Schedule A ("Seller's Personnel"). Buyer will supply Seller with reasonable and suitable office space, internet access and support to be used in connection with Seller's performance of Services.

2. **COMPENSATION.** Buyer will pay Seller for Services at the service rate set forth in Schedule A (the "Service Rate"). The Service Rate shall apply to any Services performed hereunder and is subject to adjustment by Seller upon not less than thirty (30) days prior written notice to Buyer of the effective date of such adjustment. Any adjustment shall be limited to once per Contract Year ("Contract Year" is defined as each 12 consecutive month period beginning on the Effective Date of this Rider), and shall not exceed more than six (6%) annually. Notwithstanding the foregoing, in addition, Buyer will pay or reimburse Seller for any sales, property, use, excise or other duty, tax, charge, or fee now or hereafter imposed by reason of any sale, delivery or furnishing of any Services hereunder. Subject to the availability of personnel, Seller will provide, at Buyer's request, Services at other times at Seller's overtime hourly service rate in effect at the time such Services are performed. In addition, travel expenses and overnight living expenses, if any, will be charged to Buyer at actual cost in accordance with applicable expense reimbursement policies covering Seller's Personnel engaged in business travel related to any Services. All parts and materials will be charged to Buyer at cost plus twenty-five percent (25%). In the event it is necessary to subcontract any Services, the cost thereof will be charged to Buyer at cost plus twenty-five percent (25%), as mutually agreed upon by both Parties. Seller will invoice Buyer by Seller's standard billing methods. Terms of payment will be net forty-five (45) days following date of invoice. At Seller's request and subject to Buyer's ability to do so, Seller and Buyer will utilize Seller's website or other electronic data interchange for invoicing and paying of invoices. If Buyer fails to make timely payment in accordance with the terms of this Rider, or its financial responsibility becomes otherwise impaired, or if Buyer is otherwise in default of its obligations hereunder, Seller reserves the right, among other remedies, to refuse to provide Services except for payment in full of all outstanding charges, and/or enter Buyer's premises and remove any of Seller's inventory or equipment located there at upon reasonable notice, and/or suspend Seller's performance under this Rider and/or terminate this Rider.

3. **WARRANTIES.** Seller warrants that Services performed hereunder will be rendered in a professional and workmanlike fashion and that the on-site manager provided under this Rider is licensed to the extent required to provide the Services. If Buyer notifies Seller within thirty (30) days from the date any Services are performed that such Services fail to conform to this warranty, and provides information to permit Seller to confirm such non-conformance, Seller will conform such Services to this warranty at no cost to Buyer, or refund a reasonable portion of the purchase price for the nonconforming Services in respect to which a claim is made. Buyer will provide such assistance and cooperation as is reasonably requested by Seller. With respect to parts and materials provided to Buyer in connection with Services, Seller will assist Buyer in obtaining from the manufacturer, in accordance with the manufacturer's warranty (copies of which will be furnished upon request) or customary practice, the repair or replacement of parts and materials that may prove defective in material or workmanship. In the event



that the on-site manager supplied by Seller under this Rider engages in conduct that Buyer reasonably determines is unacceptable or objectionable or Buyer is unsatisfied with the Services being provided by the on-site manager, Seller shall, at Buyer's reasonable request and within a reasonable time, remove such individual from providing further Services at the Site under this Rider and replace that individual with an equally qualified individual. The foregoing constitutes Buyer's exclusive remedy and Seller's sole obligation with respect to any such claim. **THERE ARE NO WARRANTIES BY SELLER OTHER THAN THOSE SPECIFIED IN THIS ARTICLE 3. NO WARRANTIES BY SELLER WILL BE IMPLIED OR OTHERWISE CREATED INCLUDING WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.**

**4. SITE.** Buyer will notify Seller of any hazards and safety procedures at Buyer's Facility and Buyer will notify Seller in advance of any anticipated construction, renovation, or change in operations in the area where Services are performed so that any hazards associated with same can be minimized.

**5. TERM OF RIDER.** The Basic Term of this Rider commences on the Effective Date hereof and continues for five (5) years, unless earlier terminated pursuant to the terms of the Agreement.

**6. INDEPENDENT CONTRACTOR; NO THIRD PARTY BENEFICIARIES.** This Rider is not intended to establish any partnership, joint venture, employment, or other relationship between the parties except that of independent contractors. Seller will not be prevented or restricted by anything in this Rider from providing any similar services to others. Neither this Rider nor the provision of any Services is intended to confer any rights or benefit on any third party.

**7. CONFIDENTIALITY OF PATIENT INFORMATION.** To the extent applicable to this Agreement, the parties will cooperate fully in meeting any obligations imposed upon it pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health (HITECH) Act, regulations promulgated governing the privacy of individually identifiable health information. Seller shall not be provided any protected health information under this Rider, except that if Buyer should nevertheless, where required for the Services, provide protected health information to the on-site manager, Seller shall ensure that the on-site manager complies with all applicable requirements of HIPAA and its implementing regulations and state law relating to the privacy of patient information and protected health information. Except where permitted by law, Seller shall ensure that the on-site manager not provide any patient medical information or protected health information that the manager obtains from the Buyer in the course and scope of the Services under this Agreement.

**8. ONSITE SERVICE PROVIDER REQUIREMENTS.** Seller shall comply with the On-site Service Provider Requirements set forth on Schedule B, attached hereto and incorporated by this reference.



IN WITNESS WHEREOF, the parties have caused this Rider to be executed as of the date first above written.

**SAN BERNARDINO COUNTY OF BEHALF  
OF ARROWHEAD REGIONAL MEDICAL  
CENTER**

**LINDE GAS & EQUIPMENT INC.**

Submitted by: Laura Johnston

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

Accepted by: Jennifer Claggett  
Digitally signed by Jennifer Claggett  
Date: 2024.06.14 15:44:57  
+07'00'

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

Title: General Sales Manager, Healthcare US West

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

Date: June 14, 2024



## SCHEDULE A

This schedule is made part of the Site Services Rider, dated July 9, 2024 between LINDE GAS & EQUIPMENT INC. ("Seller") and SAN BERNARDINO COUNTY ON BEHALF OF ARROWHEAD REGIONAL MEDICAL CENTER ("Buyer")

### STATEMENT OF WORK

LINDE GAS & EQUIPMENT, INC. will provide ONE full-time on site manager (s) necessary to provide the following Services at the Sites listed in the Rider. Such Services and Sites may from time to time be amended in writing by mutual consent of Buyer and Seller. Such amendment (s) must be signed and dated by both parties.

1. Ensure adequate supply of medical gases for Sites.
  - a) Monitor inventory of medical gas cylinders
  - b) Order cylinders as necessary
  - c) Streamline the ordering process to minimize internal work.
2. Deliver cylinders to all use points.
3. Pick up all empty cylinders from Site departments and promptly return to LINDE GAS & EQUIPMENT, Inc.
  - a) Monitor usage and adjust cylinder quantities/gas volumes as necessary.
  - b) Eliminate obsolete and excess stock.
4. Serve as a single point of contact between Seller and Site departments.
  - a) Resolve all issues related to LINDE GAS & EQUIPMENT, INC. Site Services program.
  - b) Provide technical support.
  - c) Be accountable for customer satisfaction.
  - d) Develop a procedure manual customized for Sites that identifies all contacts and overall service expectations.
5. Make recommendations for safe storage and handling of medical gases.
6. Provide basic safety training related to gases and handling equipment to staff in Site departments.
7. Invoicing: Work collaboratively with Buyer to streamline and customize the billing process. This may include but is not limited to monthly consolidated billing, billing by accounting unit, etc.
8. Establish after hours and emergency delivery procedures.
9. Work collaboratively with Hospital Facilities Department to jointly plan and coordinate gas requirements for hospital shutdowns.
10. Service Rate: \$ 8160.00 / Month      for each On-Site manager, to be billed one (1) month in advance. Service rate may be invoiced as a separate line item.
11. Overtime Rate: \$ 75.00 / Hour     . A minimum of a four (4) hour call-in will be charged. Approval of Buyer is required prior to the on-site manager working any overtime.

**Hours of service:** 6:00 am – 3:00 pm PT, or as mutually agreed upon by both Parties.

**Days of service:** Monday through Friday, excluding holidays (New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day). Buyer will furnish a backup On-site manager for a vacation period of two (2) weeks. Seller may not invoice Buyer for the vacation period unless Seller supplies a backup on-site manager during that period. Seller may provide a back up On-site manager for vacations, if required by Buyer. In the event that the on-site manager supplied by Seller is unable to provide Services as scheduled due to sickness or other reasons, except for vacation as specified above, Seller shall, at Buyer's request and no additional charge, provide an alternate or backup on-site manager to Buyer for those dates.





**Emergency Deliveries:** Applies to any product required after normal working hours.

**TOOLS:**

Arrowhead Regional Medical Center will provide the On-Site manager with the following tools to complete their tasks at the customer site:

1. An area or office on site that is equipped with the following:
  - a) Desk and chair
  - b) Port for computer hookup or Wi-Fi access
  - c) Hospital computer system (if necessary)
2. Appropriate delivery and cylinder handling equipment that meets safety standards. This equipment will remain the property of the hospital. (Hand truck, Tugger, Material handling equipment)
3. Security clearance, i.e. vendor identification badge etc.

LINDE GAS & EQUIPMENT INC., will provide the On-Site manager with the following tools to complete their task at the customer Site:

1. LINDE GAS & EQUIPMENT INC. computer system to assist with online ordering if required
2. Cell phone for afterhours access
3. Personal protective equipment

**SITE (S):**

The following San Bernardino County Site will be covered by this Site Services Rider. Other Sites may be added from time to time by written amendment.

- a) Arrowhead Regional Medical Center, 400 N. Pepper Ave Colton CA



**GOALS AND METRICS**

**LINDE GAS & EQUIPMENT INC and Arrowhead Regional Medical Center Site Gas Service Program**

Recognizing the ever-changing healthcare environment but anticipating the full cooperation and best efforts of all parties, the following metrics represent the expectations and goals of a successful site gas management program for Arrowhead Regional Medical Center

<b>Cylinder Management</b>	Par levels	➤ Provide ample stock on hand to minimize incidents of run out during contract term
	Storage	➤ Optimize # of stored cylinders across all locations ➤ Cylinders consolidated and strategically located
	Loss of use	➤ System accurately documents delivery and pick-up of cylinders ➤ Reconciliation and Annual Loss of use billing.
	Delivery	➤ Frequency meets needs of dept
<b>Safety</b>	Cylinder storage	➤ Cylinders to be stored in appropriate locations and within code compliance ➤ Cylinders to be secure at all times
	Cylinder transportation	➤ Cylinders to be delivered to units on appropriate carts ➤ All cylinders to be delivered to depts. by site gas management staff ➤ Buyer to provide the necessary material handling equipment for cylinder delivery
	Code compliance	➤ Identify, document and report all compliance deficiencies and make specific recommendations for correction to minimize reports of regulatory code violations or Joint Commission citations pertaining to gas cylinders
	Training	➤ Complete training with Safety Management Group ➤ Staff to be uniformed and wear required PPE
	Incident reports	➤ Prompt documentation of any reportable incidents
<b>Value Added</b>	Customer satisfaction	➤ Survey results with score of "Meets/Exceeds Expectations"
	Summary billing	➤ Implement as needed
	Single point of contact	➤ Provide
	Reporting	➤ Report usage by location ➤ Report Compliance issues
	Training	➤ As requested by Facility



## SCHEDULE B

### On-site Service Provider Requirements

#### A. Compliance with Buyer Policy

In performing the services and while at any Buyer facilities, Seller personnel (including subcontractors) shall (a) conduct themselves in a businesslike manner; (b) comply with the applicable policies, procedures, and rules of the Buyer 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 Buyer; and (d) abide by all laws applicable to the Buyer 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, "Buyer Policies"). Buyer Policies, and additions or modifications thereto, may be communicated orally or in writing to Seller or Seller personnel or may be made available to Seller or Seller personnel by conspicuous posting at a Buyer facility, electronic posting, or other means generally used by Buyer to disseminate such information to its employees or Contractors. Seller shall be responsible for the promulgation and distribution of Buyer Policies to Seller personnel to the extent necessary and appropriate. Buyer shall have the right to require Seller's employees, agents, representatives and subcontractors to exhibit identification credentials issued by Buyer in order to exercise any right of access under this Rider. The on-site site manager shall complete all training and requirements under Buyer's policies, including, but not limited to:

- Influenza Immunization
- Annual Employee Updates
- Annual HIPPA training
- Infection Control
- Adverse Events
- Patient Safety

#### B. Background Checks for Seller Personnel

Seller 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 Buyer; and (c) are not otherwise disqualified from performing the Services under applicable law. If requested by the Buyer and not in violation of applicable law, Seller shall conduct a background check, at Seller's sole expense, on all its personnel providing Services. If requested by the Buyer, Seller shall provide the results of the background check of each individual to the Buyer. Such background check shall be in the form generally used by Seller 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. Seller personnel who do not meet the Buyer's hiring criteria, in Buyer's sole discretion, shall not be assigned to work on Buyer property or Services, and Buyer shall have the right, at its sole option, to refuse access to any contract personnel to any Buyer 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, Seller agrees that Seller and Seller's employees, while performing service for the Buyer, on Buyer property, or while using Buyer 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 Seller or Seller's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

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



**D. Employment Discrimination**

During the term of the Rider, Seller 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. If applicable, Seller 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 Buyer laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.