

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



Contract Number

25-896

SAP Number

Arrowhead Regional Medical Center

Department Contract Representative	Andrew Goldfrach
Telephone Number	(909) 580-6150
Contractor	Advanced Sterilization Products, Inc.
Contractor Representative	Megan Haggerty
Telephone Number	(541) 208-8516
Contract Term	December 15, 2025 through December 14, 2030
Original Contract Amount	\$290,131.20
Amendment Amount	
Total Contract Amount	\$290,131.20
Cost Center	7470
Grant Number (if applicable)	

Briefly describe the general nature of the contract: Agreement with Advanced Sterilization Products, Inc., including non-standard terms, for preventative maintenance services of Sterrad Sterilizers, in the total contract amount of \$290,131.20 for the term of December 15, 2025 through December 14, 2030.

FOR COUNTY USE ONLY

Approved as to Legal Form

Charles Phan, Supervising Deputy County Counsel

Date 11/4/2025

Reviewed for Contract Compliance

Date

Reviewed/Approved by Department

Andrew Goldfrach, ARMC Chief Executive Officer

Date 11/5/2025



SERVICE AGREEMENT QUOTATION

Return Signed Quotes To:
 Advanced Sterilization Products Services, Inc.
 Email: ASP-ServiceContracts@asp.com

Quote Number 00184853
 Issue Date 2/28/2025 10:22 AM
 Expiration Date 11/29/2025

Quotation Related Inquiries:
 Advanced Sterilization Products Services, Inc.
 Phone: +1(888)783-7723
 www.asp.com

Unit Coverage

SAP Number	US11-0008028471	Address	400 N PEPPER AVE
Account Name	SAN BERNARDINO COUNTY ON BEHALF OF ARROWHEAD REGIONAL MEDICAL CENTER ("Buyer")		COLTON, California 92324-1801 United States

Line Items

Asset Account	Asset Product	Start Date	End Date	Sales Price	Discount (Percentage)	Net Price
US11-0008028471 ARROWHEAD REGIONAL MEDICAL CENTER 400 N PEPPER AVE COLTON, California 92324-1801	Unit: STERRAD NX Serial Number: 10033080290 Coverage: Full NXEOL Product: 77FULLMF06	12/15/2025	12/14/2026	USD 12,019.00	4.00%	USD 11,538.24
US11-0008028471 ARROWHEAD REGIONAL MEDICAL CENTER 400 N PEPPER AVE COLTON, California 92324-1801	Unit: STERRAD NX Serial Number: 10033080290 Coverage: Full NXEOL Product: 77FULLMF06	12/15/2026	12/14/2027	USD 12,019.00	4.00%	USD 11,538.24
US11-0008028471 ARROWHEAD REGIONAL MEDICAL CENTER 400 N PEPPER AVE COLTON, California 92324-1801	Unit: STERRAD NX Serial Number: 10033080290 Coverage: Full NXEOL Product: 77FULLMF06	12/15/2027	12/14/2028	USD 12,019.00	4.00%	USD 11,538.24
US11-0008028471 ARROWHEAD REGIONAL MEDICAL CENTER 400 N PEPPER AVE COLTON, California 92324-1801	Unit: STERRAD NX Serial Number: 10033080290 Coverage: Full NXEOL Product: 77FULLMF06	12/15/2028	12/14/2029	USD 12,019.00	4.00%	USD 11,538.24
US11-0008028471 ARROWHEAD REGIONAL MEDICAL CENTER 400 N PEPPER AVE COLTON, California 92324-1801	Unit: STERRAD NX Serial Number: 10033080290 Coverage: Full NXEOL Product: 77FULLMF06	12/15/2029	12/14/2030	USD 12,019.00	4.00%	USD 11,538.24
US11-0008028471 ARROWHEAD REGIONAL MEDICAL CENTER 400 N PEPPER AVE COLTON, California 92324-1801	Unit: STERRAD NX Serial Number: 33101002 Coverage: Full NXEOL Product: 77FULLMF06	12/15/2025	12/14/2026	USD 12,019.00	4.00%	USD 11,538.24



SERVICE AGREEMENT QUOTATION

US11-0008028471 ARROWHEAD REGIONAL MEDICAL CENTER 400 N PEPPER AVE COLTON, California 92324-1801	Unit: STERRAD NX Serial Number: 33101002 Coverage: Full NXEOL	12/15/2026	12/14/2027	USD 12,019.00	4.00%	USD 11,538.24
US11-0008028471 ARROWHEAD REGIONAL MEDICAL CENTER 400 N PEPPER AVE COLTON, California 92324-1801	Unit: STERRAD NX Serial Number: 33101002 Coverage: Full NXEOL Product: 77FULLMF06	12/15/2027	12/14/2028	USD 12,019.00	4.00%	USD 11,538.24
US11-0008028471 ARROWHEAD REGIONAL MEDICAL CENTER 400 N PEPPER AVE COLTON, California 92324-1801	Unit: STERRAD NX Serial Number: 33101002 Coverage: Full NXEOL Product: 77FULLMF06	12/15/2028	12/14/2029	USD 12,019.00	4.00%	USD 11,538.24
US11-0008028471 ARROWHEAD REGIONAL MEDICAL CENTER 400 N PEPPER AVE COLTON, California 92324-1801	Unit: STERRAD NX Serial Number: 33101002 Coverage: Full NXEOL Product: 77FULLMF06	12/15/2029	12/14/2030	USD 12,019.00	4.00%	USD 11,538.24
US11-0008028471 ARROWHEAD REGIONAL MEDICAL CENTER 400 N PEPPER AVE COLTON, California 92324-1801	Unit: ST100NX ALLClear 1-DR DUO Serial Number: 1047201048 Coverage: Full 100NX1-3 Product: 77FULLMF	12/15/2025	12/14/2026	USD 16,826.00	4.00%	USD 16,152.96
US11-0008028471 ARROWHEAD REGIONAL MEDICAL CENTER 400 N PEPPER AVE COLTON, California 92324-1801	Unit: ST100NX ALLClear 1-DR DUO Serial Number: 1047201048 Coverage: Full 100NX1-3 Product: 77FULLMF	12/15/2026	12/14/2027	USD 16,826.00	4.00%	USD 16,152.96
US11-0008028471 ARROWHEAD REGIONAL MEDICAL CENTER 400 N PEPPER AVE COLTON, California 92324-1801	Unit: ST100NX ALLClear 1-DR DUO Serial Number: 1047201048 Coverage: Full 100NX4-7 Product: 77FULLMF01	12/15/2027	12/14/2028	USD 19,121.00	4.00%	USD 18,356.16
US11-0008028471 ARROWHEAD REGIONAL MEDICAL CENTER 400 N PEPPER AVE COLTON, California 92324-1801	Unit: ST100NX ALLClear 1-DR DUO Serial Number: 1047201048 Coverage: Full 100NX4-7 Product: 77FULLMF01	12/15/2028	12/14/2029	USD 19,121.00	4.00%	USD 18,356.16
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US11-0008028471 ARROWHEAD REGIONAL MEDICAL CENTER 400 N PEPPER AVE COLTON, California 92324-1801	Unit: ST100NX ALLClear 1-DR DUO Serial Number: 1047201049 Coverage: Full 100NX1-3 Product: 77FULLMF	12/15/2025	12/14/2026	USD 16,826.00	4.00%	USD 16,152.96



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US11-0008028471 ARROWHEAD REGIONAL MEDICAL CENTER 400 N PEPPER AVE COLTON, California 92324-1801	Unit: ST100NX ALLClear 1-DR DUO Serial Number: 1047201049 Coverage: Full 100NX1-3 Product: 77FULLMF	12/15/2026	12/14/2027	USD 16,826.00	4.00%	USD 16,152.96
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Pricing Condition : Direct

In order to be eligible for the pricing listed above, Service Agreement must be purchased at the same time with the same end dates across all units.

Subtotal USD 302,220.00
Discount Amount USD 12,088.80
Net Price USD 290,131.20

Buyer Billing Information

To guarantee the quotation price on the service agreements for multiple years, the desired effective and expiration dates must clearly be stated on either the purchase order or on your company letterhead along with any special instructions such as how to obtain annual purchase orders for subsequent years of coverage.

Billing Account SAN BERNARDINO COUNTY ON BEHALF OF
 ARROWHEAD REGIONAL MEDICAL CENTER
Billing Account Address 400 N PEPPER AVE, COLTON, California
 92324-1801, US

Billing Corrections or Request for Change

Note: Billing changes contingent upon verification by Advanced Sterilization Products Services, Inc.

San Bernardino County on behalf of Arrowhead Regional Medical
 Center
 400 N PEPPER AVE, COLTON, CALIFORNIA
 92324

San Bernardino County on behalf of ARMC Order Contact

Name: Michelle DeVee
 Title: _____
 Phone: (909) 580-0021
 Email: DeVeeMic@armc.sbcounty.gov

Accounts Payable Contact



SERVICE AGREEMENT QUOTATION

Name: Yesenia Contreras

Title: _____

Phone: (909) 777-0725

Email: AccountsPayable@amc.sbcounty.gov

Advanced Sterilization Products Services Inc. TERMS and CONDITIONS



SERVICE AGREEMENT QUOTATION

I understand and agree that the present Service Agreement Quotation and the Service Agreement terms and conditions, attached hereto as Attachment "A," together represent a binding offer on the part of Advanced Sterilization Products Services, Inc. ("Seller") for the products covered in the Service Agreement Quotation ("the Offer") and that, once fully executed, the Offer constitutes irrevocable acceptance of the Offer and the entire agreement between the parties concerning the subject matter of the Offer and supersedes all prior negotiations and agreements between the parties concerning the subject matter of this agreement.

This Service Agreement Quotation ("Quote") 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 Quote. The parties shall be entitled to sign and transmit an electronic signature of this Quote (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 Quote upon request.

DocuSigned by:

Seller's Signature: Kyle Barna
Printed Name: Kyle Barna
Title: Director, NA Commercial Operations
Date: 11/07/2025

Dawn Rowe

Buyer's Signature: _____
Date: NOV 18 2025
Printed Name: Dawn Rowe
Title: Chair, Board of Supervisors

Purchase Order # _____
Purchase Order Coverage (Please mark with "X")
 PO Covers Entire Period PO Provided Annually
Select "PO Covers Entire Period" checkbox if all Line Items listed above are included in initial purchase order
Invoice Billing Interval (Please mark with "X")
 Annually Semi-Annual Quarterly

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD. LYNNA MONEL, Clerk of the Board of Supervisors of San Bernardino County. By _____ Deputy



If Billing Interval is left blank or unchecked, Billing Interval on invoices will default to prior service contract billing interval. If no prior contract was available, the Billing Interval on invoices will default to "Annually".
Please issue PO to: Advanced Sterilization Products Services Inc., 33 Technology Drive Irvine CA 92618

ATTACHMENT A

**Advanced Sterilization Products Services Inc. (the "Seller") SERVICE AGREEMENT TERMS and
CONDITIONS**

Effective Date: December 15, 2025

1. **Controlling Provisions:** These terms and conditions shall govern the transaction described on the Service Agreement Quotation ("Offer") and shall amend any terms and conditions of Buyer's order to the extent that a conflict exists. The full understanding of the parties is embraced herein and no waiver, alteration, or modification of these provisions or any of the terms of the order shall be valid unless made in writing and signed by an officer or other authorized representative of the Seller and Buyer. The terms of any purchase order, invoice, or similar document used to implement this agreement shall be subject to and shall not modify this agreement.
2. **Acceptance:** Scheduled equipment is accepted by the Seller for inclusion herein, subject to the condition that scheduled equipment is functionally operable on the Effective Date of this Agreement and there are no open or pending service calls. All parts and labor to render the scheduled equipment functionally operable shall be the Buyer's responsibility and shall be negotiated separately between the Buyer and Seller. Exempt from this provision is all scheduled equipment which has been under maintenance or warranty coverage by Seller immediately preceding the Effective Date of this Agreement.
3. **Prices:** The prices shown on the face of the Offer are firm until the expiration date, unless it is fully executed prior to the expiration date, at which point the prices shall remain firm for the term of the Agreement.
4. **Taxes:** The Seller shall add to all charges, sums equal to any taxes, however designated or levied or based on the charges made for services rendered or parts supplied pursuant to this Agreement. This section shall not apply to organizations that are tax-exempt and provide proper supporting documentation with this Agreement.
5. **Payments:** Terms are net SIXTY (60) days from date of invoice, unless otherwise agreed upon.. If Buyer shall fail to pay any amount when due, Seller may, upon thirty days written notice to Buyer ("Cure Period"), suspend all services provided in this Agreement, unless Buyer makes the requirement payment within the Cure Period.
6. **Adjustments.** If the Buyer believes the invoice from the Quote contains any errors, it must notify the Seller's customer service department no later than 30 days after the date of the invoice if it wishes to have those errors rectified. Buyer should identify the reason for any deductions on payment remittance, Seller will deny and not accept any unidentified deductions.
7. **Exclusions:** Service is contingent upon proper use of Equipment and observance of all operational instructions and does not cover, among other things, labor and replacement parts required because of accident, acts of God, neglect, misuse, abuse, failure of electrical power, transportation, and unusual physical or electrical stress. The following are specifically excluded from this Agreement:
 - a) Operating supplies or accessories, painting or refinishing of the Equipment, or the furnishing of materials for this purpose.
 - b) Electrical work external to the equipment or maintenance of accessories, alterations, attachments or other devices furnished or not furnished by the Seller unless specifically noted.
 - c) Equipment which has been modified, altered, added to, improperly repaired, serviced, installed or reinstalled by other than Seller's personnel or Buyer's personnel trained by Seller and authorized to perform service or Equipment used in violation of manufacturer's instructions or causes resulting from other than ordinary use.
8. **Access to Equipment:** Seller shall have reasonable and safe access to the Equipment on each scheduled inspection or emergency service visit. Seller shall also have access to and use of any machine, service, attachments, features, or other operating supplies or accessories necessary to perform the necessary service contemplated herein at no charge to the Seller. Should the Seller be unreasonably denied access to the Equipment by the Buyer at the agreed upon time, a charge equal to the waiting period times the prevailing Field Engineer hourly rate will be assessed by the Seller and accepted by the Buyer.
9. **Excusable Delay:** Seller agrees to perform all service in good faith, but Seller has no responsibility or liability for loss or damage by reasons including, but not limited to, delays by suppliers in providing materials, parts, or services; acts of God, fire, flood, war, embargoes, labor disputes, acts of sabotage, riots, accidents other than those caused by Seller or Seller's agents, subcontractors, and employees, delays of carriers, voluntary or mandatory compliance with any governmental act, regulation or request, or any other cause or causes beyond the Seller's reasonable control. In the event of such delay, Seller shall credit to Buyer any fees paid covering such period where Services are not provided on a pro-rata basis.

10. Notice: All written notices, described as such herein, required to be given by either party under this Agreement shall be addressed to the other party at the address shown on the face hereof, or such other address as either party may have designated by written notice to the other. Such notices shall be deemed to have been given on the date such notice is mailed to the other party. All written notices must be made in writing and either, served personally, or deposited in the United States mail, postage prepaid. Notices given by personal delivery shall be deemed made on the date given, and notices given by mail as provided herein shall be deemed communicated three calendar days from the date of mailing. In addition to sending notice to Buyer at the address shown on the face hereof, all notices to be sent to Buyer shall be addressed as follows:

Arrowhead Regional Medical Center
400 N. Pepper Avenue
Colton, CA 92324
Attn: ARMC Chief Executive Officer

11. Assignment: Neither party may assign this Agreement without the prior written consent of the other party, except that Seller may assign this Agreement to its affiliates upon written notice to Buyer. However, in the event that Seller assigns this Agreement to an affiliate with whom Buyer is legally prohibited from doing business, Buyer may terminate this Agreement upon written notice to Seller and Seller shall provide pro rata refund for any prepaid services based on the date of termination.
12. Equipment Location: If the Buyer changes the location of the Equipment so as to increase Seller's costs, Seller reserves the right at its sole discretion to cancel this Agreement upon ten (10) day notice to Buyer or to increase the amount of charges herein provided.
13. Component Exchange: Seller may, at its sole discretion, exchange or modify components. Only those components that have not been altered by the user in such a fashion as to destroy their intrinsic value will be considered suitable for exchange or modification. Parts exchanged shall immediately become the property of Seller. Replacement parts may be new or refurbished as new at Seller discretion, but any replacement parts must conform to the specifications of the original equipment manufacturer.
14. Termination: Either party may terminate this Agreement for any reason by giving sixty (60) days prior written notice to the other party. In the event the Agreement is terminated, the Seller shall refund or charge the difference between the selling price of the Agreement and the value of services provided by the Seller from the effective date to the date of termination of the Agreement. Seller shall determine the value of the services provided as the greater of the amount equal to the value of all parts and labor supplied by Seller up to the date of termination calculated at the prices prevailing at the respective dates that such parts and labor were supplied, or, the remaining amortized value of the Agreement.
15. Renewal: This Agreement may be renewed for an additional, successive yearly period through the execution of a written amendment signed by the parties. At the time the Equipment reaches seven (7) years of age and, in the opinion of Seller, an overhaul becomes necessary, an itemized estimate will be presented to the Buyer for approval before the work is started.
16. Merger: This Agreement supersedes any and all prior Agreements, understandings, or arrangements made between parties and relating to the subject matter hereof.
17. Governing Law/Venue: This Agreement shall be governed by and construed under the laws of the State of California, without regard to its conflicts of law principles. The parties acknowledge and agree that this Agreement was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this Agreement will be in the state or federal (if applicable) courts of California.
18. Coverage: Services and parts not covered by this Agreement are available from the Seller at the then prevailing rates.
19. Compliance with Law. Each party shall comply with all applicable federal and state laws and regulations in connection with the Services, including without limitation the Federal Food, Drug and Cosmetic Act, the Prescription Drug Marketing Act, equal opportunity laws, and fraud and abuse laws.
20. Confidentiality. Except where disclosure is required by law, the receiving party agrees to (a) hold the following Confidential Information (which must be marked as "Confidential" by the disclosing party) in strict confidence and not disclose the same to any other person or entity, except as provided herein: trade secrets, financial data, business plans or any other information marked as "Confidential" by the disclosing party and received by the other party in implementing this agreement and all information derived from the foregoing; (b) use at least the same degree of care in maintaining the secrecy of the Confidential Information as it uses in maintaining the secrecy of its own proprietary, secret, or confidential information, but in no event less than a reasonable degree of care; (c) use Confidential Information only to fulfill its obligations under this Agreement and for internal business purposes; and (d) return or destroy all documents, copies, notes, or other materials containing any portion of the Confidential Information upon request by Customer or Seller.

21. **Insurance.** Seller shall comply with all material respects the insurance requirements set forth on Exhibit 1, attached hereto and incorporated herein by this reference.
22. **Indemnification.** Seller agrees to indemnify, defend and hold harmless the Buyer and its authorized officers, employees, agents and volunteers from any and all third party claims, including actions, losses, damages and/or liability to the extent arising out of Seller's performance under this Agreement and resulting from the negligence or willful misconduct of Seller, its employees, subcontractors, and agents, except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities, but does not apply to the Buyer's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782.

Seller's indemnification obligations are contingent upon Buyer providing prompt written notice of any third-party claim. However, Buyer's failure to provide or delay in providing such notice will relieve Seller of its obligations only if and to the extent that such delay or failure materially prejudices Seller's ability to defend such lawsuit or claim. Seller shall have the right to control the defense and settlement of such claim, provided that no settlement shall (1) require any admission of liability on the Buyer and (2) impose any obligation on Buyer without its prior written consent. This section shall survive termination or expiration of this Agreement.
23. **Damage to Buyer Property.** Seller shall repair, or cause to be repaired, at its own cost, all damages to Buyer vehicles, facilities, buildings or grounds caused by the willful or gross negligent acts of Seller or its employees or agents.
24. **Licenses, Permits, and/or Certifications.** Seller shall ensure that it has all necessary licenses, permits and/or certifications required by applicable laws and regulations. The Seller shall maintain these licenses, permits and/or certifications in effect for the term of this Agreement. Seller will notify Buyer 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.
25. **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. In the performance of this Agreement, both parties, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the other party. Any provision of this Agreement that may appear to give the Buyer any right to direct the Seller concerning the details of performing the services shall not be construed as granting Buyer control over Seller's methods, personnel or operations.
26. **Government Program Participation.** The Seller represents that it has not been excluded from participating in any "federal health care program", as defined in 42 U.S.C. § 1320a-7b(f), or in any other federal or state government payment program and that it is eligible to participate in the foregoing programs. Buyer represents that it has not been excluded from participating in any "federal health care program", as defined in 42 U.S.C. § 1320a-7b(f), or in any other federal or state government payment program and that each is eligible to participate in the foregoing programs. If either party is excluded from participating in, or becomes otherwise ineligible to participate in, any such program during the term of this Agreement, then such party will notify the other party of that event within 30 days. Upon occurrence of that event, whether or not such notice is given, either party may terminate this Agreement effective upon written notice to the other party.
27. **Force Majeure.** The Seller is not liable for any loss, damage and delays in delivery, including delays due to product shortages, acts of nature, war, epidemics, pandemics, terrorism, regulatory or carrier issues, or any circumstance beyond its reasonable control (each a "Force Majeure Event"), but only if Seller provides notice to Buyer promptly upon the occurrence of a Force Majeure Event. In the event of a shortage of Product, the Seller reserves the right to allocate Products among their customers in any manner that they, in their sole discretion, determine is reasonable.

This Agreement is subject to and conditional upon pre-inspection of the unit in the event such unit has been out of warranty or not covered under a service agreement for more than 6 months prior to the start date of the Agreement. However, if the unit has been confirmed by Seller to meet Seller's specifications within 90 days prior to the start date of the Agreement, such pre-inspection is not required.

EXHIBIT 1
Insurance Requirements

During the term of the Agreement, Seller shall maintain insurance coverage in material conformance with the following requirement without affecting any indemnity obligations provided by Seller 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 providing services on behalf of Seller and all risks to such persons under this contract.

- 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:
 - a. Premises operations and mobile equipment.
 - b. Products and completed operations.
 - c. Broad form property damage (including completed operations).
 - d. Personal injury.
 - e. Contractual liability.
 - f. \$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.

- d. Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury. The coverage shall also apply to automobile liability.

If insurance coverage is provided on a "claims made" policy, the "retroactive date" shall be shown and must be before the date of the start of the contract work. The claims made insurance shall be maintained or "tail" coverage provided for a minimum of three (3) years after contract completion.

1. **Additional Insured.** The General Liability, Automobile and Umbrella policies shall contain additional endorsements naming Buyer and its officers, employees, agents and volunteers as additional insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for Buyer to vicarious liability but shall allow coverage for Buyer to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.
2. **Policies Primary and Non-Contributory.** The General Liability and Automobile Liability policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by Seller.
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 Contract is executed, including additional endorsements as required herein. Seller shall maintain such insurance from the time Seller commences performance of services hereunder until the completion of such services.
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".

6. **Failure to Procure Coverage.** In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, Seller and Buyer shall meet to discuss potential remedies. Notwithstanding the foregoing, in the event Seller fails to comply with the insurance requirements set forth in this Exhibit 1, Buyer shall (i) provide Seller thirty (30) days written notice to cure such failure and (ii) shall have the right to terminate this Agreement upon written notice if such failure is not remedied during such cure period.

7. **Insurance Review.** Insurance requirements are subject to periodic review by Buyer. The Buyer'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 Buyer. 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 Buyer, inflation, or any other item reasonably related to Buyer's risk. Any change requiring additional types of insurance coverage or higher coverage limits may be made by amendment to this contract. If Seller does not agree to execute any such amendment within thirty (30) days of receipt of Buyer's written request, Buyer may upon thirty (30) days prior written notice to Seller, terminate this Agreement as its sole remedy with respect to the subject matter hereof. Any failure, actual or alleged, on the part of Buyer 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 Buyer.