

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



Contract Number

25-50

SAP Number

Arrowhead Regional Medical Center

Department Contract Representative	Andrew Goldfrach
Telephone Number	(909) 580-6150
Contractor	MXR Imaging Inc
Contractor Representative	Steve Pennington
Telephone Number	(734) 660-9331
Contract Term	January 28, 2025 through nine months from the Installation Date with option to extend for three additional months
Original Contract Amount	NTE \$308,500 plus applicable taxes
Amendment Amount	N/A
Total Contract Amount	NTE \$308,500 plus applicable taxes
Cost Center	7680
Grant Number (if applicable)	Not Applicable

Briefly describe the general nature of the contract: Rental Agreement, including non-standard terms, with MXR Imaging Inc for the rental of a Philips Brilliance 64 Computed Tomography Scanner and Trailer in the amount of \$238,000 plus applicable taxes, effective on January 28, 2025 for nine months from the Installation Date with the option to extend the agreement on a month-to-month basis for up to three additional months at a cost of \$23,500 per month plus applicable taxes, for a total not-to-exceed amount of \$308,500 plus applicable taxes.

FOR COUNTY USE ONLY

Approved as to Legal Form

Charles Phan, Supervising Deputy County Counsel

Date 1/10/2025

Reviewed for Contract Compliance

Date

Reviewed/Approved by Department

Andrew Goldfrach, ARMC Chief Executive Officer

Date 1/10/2025



NIS-002982
Contract ID - XR0662

RENTAL AGREEMENT

MXR Imaging Inc. ("RENTER"), located at, 2301 Atlantic Avenue, Manasquan, NJ 80736, hereby agrees to rent to **San Bernardino County on behalf of Arrowhead Regional Medical ("RENTEE")**, having its principal place of business located at 400 N Pepper Avenue, Colton, CA, 92324.

RENTEE hereby agrees to rent the equipment described in Exhibit A ("Equipment") in accordance with the terms and conditions set forth below in this Rental Agreement (hereinafter referred to as the "Agreement").

EQUIPMENT DESCRIPTION

Upon execution of this agreement RENTER will provide the Equipment referenced below and detailed in Exhibit A of this agreement to the RENTEE on the agreed upon dates as set in the Terms section.

Equipment ID	Make/Model
MXR - 101187	Philips - Brilliance 64

LOCATION OF EQUIPMENT

The Equipment to be rented will be delivered to and installed at the following location:

Arrowhead Regional Medical
400 N Pepper Avenue
Colton, CA, 92324

TERM AND OPTION TO EXTEND

This Agreement is effective as of the date fully executed, but the term of the rental of the Equipment shall not begin until the Installation Date. RENTER will rent the equipment for a term of 9 Month commencing on the Installation Date ("Initial Term"). The Installation Date will be the date that: (1) the Equipment is installed at RENTEE's premises, (2) is capable of producing diagnostic images to the reasonable satisfaction of RENTEE, and (3) the Parties have received all necessary permits, labels, certifications, and insignias (collectively, "Permits") from the California Department of Housing and Community Development ("HCD") and U.S. Department of Housing and Urban Development ("HUD") (where legally required for the operation of the Equipment in California). For the avoidance of doubt, the Installation Date is to be determined based on the completion of all of the above conditions' precedent (1-3). However, RENTER will deliver the Equipment to the above location no later than February 17, 2024, unless RENTEE provides prior advanced notice within two weeks of February 17, 2024 of any delays for construction. The Parties will work together to secure all necessary Permits, but RENTER shall solely bear the costs for securing, obtaining, and maintaining all such Permits for the Equipment. If, however, the Parties are unable to secure all necessary Permits within four months of the date the Equipment is delivered to RENTEE, RENTEE has the option to terminate this Agreement upon 21 (twenty-one) days written notice to RENTER. In the event of termination related to Permits, RENTER will remove the Equipment from RENTEE's premises within a reasonable time thereafter and RENTEE will have no liability for any payments under this Agreement, except RENTEE will pay for the transport fee for the Equipment to return back to RENTER's NJ headquarters.

RENTEE has the option of extending the Initial Term of this Agreement by providing RENTER advanced written notice through RENTEE'S ARMC Chief Executive Officer, which must be made thirty (30) days prior to the end of Initial Term. In the event of such notice, the Term of this Agreement will continue on a month-to-month basis, not to exceed a total of three (3) additional months ("Extended Term"). RENTEE may terminate this Agreement during the Extended Term upon thirty (30) days advance written notice to RENTER. RENTEE's Rental Fee will not change for the Extended Term and remain at \$23,500.00 per month. RENTEE will be responsible for any and all rental payments through the end of the termination date as indicated in its written notice to RENTER or expiration date, whichever is applicable. RENTEE's ARMC Chief Executive Officer is authorized to terminate this Agreement on behalf of RENTEE. The "Initial Term" and any applicable "Extended Term", collectively, shall be referred to as the "Term" in this Agreement.

RENTAL FEES



NIS-002982

The RENTEE agrees to pay to RENTER \$23,500.00 per Month plus applicable taxes during the Term. **One-way Transportation Fee is \$9,500.00.** Applications Training Fee is \$2,500.00 per day for 3 days. **First term's rent, transportation and applications training fees (collectively, "First Payment") are due and payable prior to delivery.** RENTER shall issue an invoice to Renter upon execution of this Agreement for the First Payment which shall be due prior to delivery. However, RENTEE will not be responsible for any additional Rental Fees aside for the first term's rent until thirty (30) days after the Installation Date. If paying by credit card, additional fees will apply. RENTER shall submit invoices to RENTEE on a monthly basis during the Term, which shall be paid by RENTEE Net 45 days from receipt of invoice.

RENTAL AGREEMENT MOBILE TERMS & CONDITIONS

1. EQUIPMENT

Subject to the terms and conditions of this Rental Agreement, RENTER agrees to rent to RENTEE, and RENTEE agrees to rent from RENTER, the equipment ("Equipment") described on the attached Exhibit A. RENTER will deliver, set up and test the Equipment to determine that it is in proper working condition. The Equipment will be delivered to, and for the duration of this Rental Agreement, remain at the location set forth in the section labeled "Location of Equipment".

RENTEE represents that RENTEE has selected the applicable Vendor (the "Vendor") and equipment rented under this rental agreement prior to having requested RENTER to purchase the same for leasing to RENTEE.

RENTER will not be liable for any damages which may be assessed against RENTEE in any action for infringement of any United States Patent, Trademark or Copyright. RENTER makes no warranty as to the treatment of this Rental for tax or accounting purposes. RENTER makes no warranty as to the compliance of the equipment with applicable government regulations or requirements, which will be the sole responsibility of the Vendor and/or manufacturer or the equipment. No representation or warranty as to the equipment or any other matter by the Vendor will be binding on RENTER, or in any way affect, any of RENTEE's obligations to RENTER as set forth in this Rental Agreement.

2. MAINTENANCE

- (a) RENTER will provide all necessary maintenance service to the Equipment, to be covered as part of this Rental Agreement.
- (b) Pursuant to 2(a), RENTEE will allow regular preventive maintenance procedures to be performed by RENTER at regular intervals during the term of this Rental Agreement.
- (c) RENTER's liability for maintenance will be limited to the cost of parts and labor (including delivery charges) required to keep the Equipment in good working condition and operating in accordance with the published specifications of the manufacturer.
- (d) RENTEE will not permit anyone to perform service or repair on the Equipment without the prior consent of RENTER.
- (e) If RENTEE requires maintenance of equipment due to RENTEE's misuse or neglect of the Equipment, RENTER, at its discretion, shall bill RENTEE for any labor, travel or parts required to repair the Equipment upon prior written notice to RENTEE of the estimated costs.
- (f) Services on Equipment will be provided Monday thru Friday, 8AM to 5PM local time of the RENTEE. If RENTEE requires services outside these coverage times, RENTEE will be billed for Labor and Travel at RENTER'S current billable rate.

3. PERSONNEL

Only properly trained technologists licensed by the state of operation where such licensing is required, will be permitted to operate the Equipment. RENTEE will provide these technologists, or cause them to be provided by the user of the Equipment.

4. ON-SITE FACILITIES

RENTEE will provide a level surface, adequate in size to accommodate the Equipment, together with electrical power meeting the manufacturer's criteria for said Equipment. RENTEE's Inspection: RENTEE will make any and all necessary inspections and tests of the Equipment at RENTEE's sole expense, including physicist's reports and health inspections, within ten (10) days after installation thereof. Unless RENTEE within that time gives written notice to RENTER specifying any defect in the Equipment, RENTEE agrees that it will be conclusively presumed, as between RENTER and RENTEE that RENTEE has fully inspected the Equipment and acknowledged that the Equipment conforms to the manufacturer's specifications, and that RENTEE has accepted the Equipment in such condition. Upon RENTER's receipt of any such notification, RENTER will promptly affect any repairs or maintenance required to correct any defects or conditions identified in RENTEE's notice so as to return the Equipment to good working condition in accordance with this Rental Agreement, excepted however, that RENTEE will be responsible for any and all modifications and/or alterations necessary relating to its premises as a result of



NIS-002982

regulatory requirements, including modifications and/or alterations to the electrical distribution systems, plumbing and water/waste systems, lighting, heating and air conditioning, structural systems, and code restrictions and requirements. It is agreed that in the event that such modifications/alterations delay the ability of RENTEE to perform the procedures for which the Equipment is intended, RENTEE will continue to be responsible for and be obligated to pay the rent for the Equipment beginning on the Installation Date, whether or not RENTEE is able to utilize the Equipment to perform procedures.

5. PREPARATION OF SITE

RENTEE will have the sole responsibility for preparing the site for installation of the Equipment. It is agreed and understood that in order to install the Equipment and make it operative the site selected by RENTEE for the Equipment must be furnished with power (free of transients, dips and sags) at all times, water, waste, patient call system, fire alarm connections, and telephony in accordance with the documents heretofore furnished to RENTEE by RENTER. It is agreed that RENTEE will have the responsibility, at its sole cost and expense, to prepare the site to comply with governmental requirements, including building codes, foundations, etc. and with the requirements set forth in said documents and to construct canopies or other improvements it desires. Such requirements and improvements must be constructed and ready for use no later than five (5) business days prior to the Installation Date order to permit RENTER to deliver and install the Equipment so that it is operative on the Installation Date. It is agreed and understood that unless RENTEE performs to its responsibilities under this Rental Agreement on a timely basis the Equipment will not be operative on the Installation Date. In such event, RENTEE will continue to be responsible for and be obligated to pay the rent for the Equipment beginning on the Installation Date, whether or not the Equipment is operative.

6. RENTER Provided External Remote Monitoring Device (If Applicable)

If the External Remote Monitoring Device ("ERMD") is included as part of the Rental Agreement, RENTEE agrees to and understands the following:

- a) RENTER provides the ERMD free of charge to the RENTEE, however the ERMD remains the exclusive property of RENTER at all times.
- b) RENTEE will be required to provide power and network connectivity including, but not limited to, an IP address and sufficient internet access. Should RENTER require any additional work to ensure the ERMD's complete functionality it will notify the RENTEE upon installation. The RENTEE will then be solely responsible for providing and ensuring any additional work be completed to ensure the ERMD's complete functionality.
- c) RENTEE must allow the necessary network traffic through their firewall and VPN, if applicable, so the ERMD can communicate with RENTER's external service that receives and process information. If RENTEE cannot provide to the ERMD the required connectivity to communicate with RENTER, RENTER will provide a wireless hotspot which the RENTEE will be billed \$100 dollars per month on the billing invoice.
- d) RENTEE will notify RENTER if they make changes that may affect the ERMD's functionality and/or ability to communicate with RENTER.
- e) The ERMD does not absolve or relieve the RENTEE of its sole responsibility to promptly report any known or suspected issues concerning the equipment and/or ERMD back to RENTER.
- f) Pursuant to Section 13, RENTER will not be liable for any damages and/or loss of revenue due to any problems identified or not identified by the ERMD
- g) RENTEE, or any other third-party who is permitted access to the RENTER ERMD will not tamper with, decompile, disassemble, reverse engineer, copy the software, duplicate the hardware and/or disseminate any of the information gathered by the ERMD. If the RENTEE discovers that the third-party hindered or interfered with the ERMD services, or acted in such a manner as described in this Section (g) the RENTEE must immediately report such action to RENTER.
- h) The ERMD does not have the ability to access any confidential patient information on the medical imaging equipment itself.
- i) The ERMD is the property of RENTER, and will be returned by RENTEE upon termination of the Agreement. RENTEE will be invoiced for any replacement cost of the ERMD if it is not returned within thirty (30) days of termination of The Agreement.

7. CHARGES

RENTEE will pay to RENTER rental fees in the amount set forth in the Rental Fee's section (not including applicable state and local taxes). RENTEE will pay to the RENTER all applicable state and local taxes. The fixed rental fee for the first month's rent is due and payable Net 45 days after date of receipt of invoice, and the remaining payments are due and payable as set forth in the section labeled "Rental Fee's". Remittance of the rental fees will be made to the following address:

**MXR Imaging, Inc.
2301 Atlantic Avenue**



NIS-002982

Manasquan, NJ 08736

ServiceAR@mxrimaging.com

8. TERM

The term of this Rental Agreement will be the number of weeks, months or days set forth in the Term and Option to Extend section located on the first page of this Rental Agreement.

9. USE

RENTEE will use the Equipment solely to perform diagnostic imaging for RENTEE's patients. Its use will be in a careful and proper manner and will comply with and conform to all applicable laws and regulations, and to instructions and procedures furnished or prescribed by RENTER. If Equipment is in a mobile trailer, it will not be driven or otherwise moved by RENTEE during the term hereof, except when necessary to avoid damage to the Equipment, such as the case of fire or to comply with any applicable law or regulation. RENTEE is not permitted to move the mobile unit without prior written approval from RENTER.

10. **Uptime Guarantee:** RENTER will guarantee the Equipment can be used for scanning patients for the following defined percentage of the total coverage hours in a given year—96%. For the purposes of calculating the uptime there will be two measurements: Base Time and Downtime. Base Time is defined as the total covered hours of the contract for a one (1) year term, so for example if the contracted hours of coverage are 8am to 5pm Monday through Friday there would be a total of 2,340 Base Time Hours (9 hours a day x 5 days a week x 52 weeks a year). Downtime is defined as the total number of hours the Equipment is unable to scan patients during covered hours excluded exceptions as referenced in this clause. For example, if the contracted hours of coverage are 8am to 5pm Monday through Friday, RENTER receives a call at 6:00am on Monday, and the system is available for scanning at 10:00am Monday there would be 2 hours of downtime as the two hours between 6:00am and 8:00am are not time covered under the contract. The formula for determining the uptime percentage will be (Base Time – Downtime)/Base Time.

The following are reasons why downtime events would not be included in this calculation

- (a) If RENTER is prepared to perform services to make the Equipment operational but such service is refused by the RENTEE or is deferred by the RENTEE until a later time or date
- (b) If the Equipment is not otherwise made available to RENTER'S service engineers
- (c) If the Equipment is down due to, associated with, or caused by misuse, negligence, or operator error
- (d) Inadequate environmental conditions (not conforming with the environmental specifications outlined by the OEM), including temperature and humidity, line power exceeding OEM's requirements of voltage, frequency, impulses or transients
- (e) Acts of God or other force majeure events

If the equipment uptime level is found to be less than the guaranteed percentage over an annual period, as computed in accordance with the above guidelines, RENTER will extend the term of this Agreement by one week for each 1% point less than the contracted uptime (e.g., if contracted uptime is 96% and actual uptime is 93% RENTER would extend the Agreement term by 3 weeks).

11. ALTERATIONS

RENTEE will not, without the prior written consent of RENTER, make any alterations or improvements to the Equipment. All alterations or improvements of any kind or nature whatsoever made to the Equipment will belong to and become the property of RENTER upon the expiration of this Rental Agreement.

12. INSURANCE

a. During the Term, RENTEE will provide Liability insurance coverage in the amount of \$1,000,000 and with insurance carriers acceptable to RENTER or a program of self-insurance acceptable to RENTER, for all risks of loss, theft or damage to the Equipment in amounts equal to the full replacement cost of the Equipment (excluding depreciation) and comprehensive public liability and property damage insurance, which insurance policies will name RENTER as an additional insured and will provide that the policy may not be canceled or materially altered without thirty (30) days prior notice to RENTER. A certificate of self-insurance or an accord certificate of insurance evidencing these categories will be provided to RENTER upon request. RENTER will provide a VIN number valuation of the Equipment upon execution of Agreement.

b. During the Term, RENTER will comply with the insurance requirements set forth on Exhibit "C", attached hereto and incorporated into this Agreement by this reference.

13. INDEMNITY

- (a) RENTER will defend and indemnify RENTEE against and will hold RENTEE harmless against any and all claims, costs, damages, liabilities and liens arising out of personal injury or property damage caused by the negligent or intentional acts or omission of the RENTER, its employees or its agents.



NIS-002982

- (b) RENTER will also indemnify, defend, and hold harmless RENTEE and its officers, employees, agents and volunteers, from any and all third party claims, costs (including without limitation reasonable attorneys' fees), and losses for infringement of any United States patent, copyright, trademark or trade secret (Intellectual Property Rights) by any Equipment provided under this Agreement. If a credible claim is made or threatened, including without limitation the filing of a lawsuit against RENTEE, or RENTEE receives a demand or notice claiming actual or potential infringement or misappropriation of any Intellectual Property Rights, RENTEE will use reasonable efforts to notify RENTER promptly of such lawsuit, claim or election. However, RENTEE's failure to provide or delay in providing such notice of an alleged violation of Intellectual Property Rights will relieve RENTER of its obligations only if and to the extent that such delay or failure materially prejudices RENTER's ability to defend such lawsuit or claim. RENTEE will give RENTER sole control of the defense for Intellectual Property Rights and settlement of such claim; provided that RENTER may not settle the claim or suit absent the written consent of RENTEE unless such settlement (a) includes a release of all claims pending against RENTEE, (b) contains no admission of liability or wrongdoing by RENTEE, and (c) imposes no obligations upon RENTEE other than an obligation to stop using the Equipment that is the subject of the claim. In the event that RENTER fails to or elects not to defend RENTEE against any claim for Intellectual Property Rights which RENTEE is entitled to indemnity by RENTER, then RENTER shall reimburse RENTEE for all reasonable attorneys' fees and expenses within thirty (30) days from date of invoice or debit memo from RENTEE. After thirty (30) days, RENTEE will be entitled to deduct any unpaid invoice or debit memo amount from any amounts owed by RENTEE to RENTER for claims relating to Intellectual Property Rights. This shall not apply to any judgment or settlement amount for Intellectual Property Rights, which amounts RENTEE shall be entitled to notify, invoice or debit RENTER's account at any time; and RENTEE, at its sole discretion, may settle the claim or suit.

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

- (c) RENTEE will indemnify, defend, and hold RENTER harmless from any and all claims, costs, damages, liabilities and liens imposed or incurred by or asserted against RENTER or its successors or assigns arising out of the rental or relating to this Agreement, or the use of the Equipment by RENTEE including without limitation reasonable attorney's fees and costs of suit, that is caused by the negligent acts or omissions of the RENTEE, its employees or its agents.
- (d) Each indemnified party will use reasonable efforts to notify the indemnifying party promptly of an indemnifiable lawsuit, claim or election. However, the indemnified party's failure to provide or delay in providing such notice will relieve the indemnifying party of its obligations only if and to the extent that such delay or failure materially prejudices the indemnifying party's ability to defend such lawsuit or claim.
- (e) This section will survive termination of this Rental Agreement.

14. **LOSS AND DAMAGE**

RENTEE hereby assumes and will bear the entire risk of loss of or damage to the Equipment from any and every cause (except where such loss or damage is caused by RENTER, its employees, or agents) from the time that the Equipment is delivered to RENTEE and throughout the entire rental term including damage caused from a lightning strike and/or electrical surges, dips and/or sags, not including ordinary wear and tear resulting from proper care and use of the Equipment. If RENTER itself provides the repairs, the measure of said loss or damage will be RENTER's then current "time and materials" charges for said repairs. If RENTER reasonably determines that any item of Equipment is lost, stolen, or damaged beyond repair, RENTEE, at the option of RENTER, will: (a) replace same with like Equipment in good repair; or (b) pay RENTER all of the following: (i) all amounts then due and payable by RENTEE to RENTER under this Rental; and (ii) the unpaid balance of the total rent from the Term of this Rental attributable to said item. No loss or damage to the Equipment or any part thereof will impair any obligation of RENTEE under this Rental Agreement, except that if said loss or damage is the result of negligent or intentional acts or omissions by RENTER or its agents, the obligation to pay rent will abate to the extent that the Equipment is rendered unusable as a result of said loss or damage. In the event that maintenance is required or damage is incurred to the Equipment, RENTEE will promptly provide notice of such occurrence to RENTER.



NIS-002982

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

15. DEFAULT

Should RENTEE:

- a) Fail to make timely payment of any sum of money due under this Rental Agreement;
- b) Fail to perform any of its other obligations under this Rental Agreement; or
- c) Commit an act of bankruptcy or become the subject of any proceeding under the Bankruptcy Act, or become insolvent, or if any substantial part of the RENTEE's property should become subject to any levy, seizure, assignment, application, or sale for or by any creditor or governmental agency or if RENTEE transfers substantially all of its assets or merges or consolidates with or is acquired by any other person or entity other than an affiliate of RENTEE: Then in such event, termination of this Rental Agreement may be exercised by the RENTER and the RENTER may enter on the equipment locations premises upon notice and disable the Equipment, and/or restrict access to the Equipment, and/or take possession of the Equipment and remove it from the premises, and/or pursue any other remedy that RENTER may have in law or equity, and none of said actions will relieve RENTEE of any obligation or liability RENTEE would otherwise have under this Rental Agreement.

Upon the occurrence of the defaults set forth in Default section's subparagraphs (a), (b) or (c) hereof, RENTER will not exercise any of the remedies set forth herein until RENTER has sent RENTEE written notice of said default and RENTEE has failed to cure said default within fourteen (14) days after receipt of said notice provided however, that if said event of default is such as to make RENTER reasonably insecure as to the protection of RENTER's ownership rights in the Equipment, or the preservation of the condition of the Equipment, or the guarantee of the RENTER's access to the Equipment, or the guarantee of any payment due, then RENTER may take reasonable steps to protect RENTER's ownership rights, preserve the condition of the Equipment, and/or guarantee RENTER's reasonable access to the Equipment and/or guarantee any and all payments due, without regard to requirements of notice or rights to cure, including denying RENTEE's access to the equipment. The exercise of any of the above remedies by RENTER will not obligate RENTER to an extension of the term of this Rental Agreement beyond the original termination date, whether or not there is a cure by RENTEE, and RENTEE will forfeit any days of not being able to utilize the equipment as a result of its default.

Should RENTER fail to comply with any of its obligations or responsibilities under this Agreement, it will be considered a material breach of this Agreement. In the event of such breach, RENTEE may terminate this Agreement upon not less than thirty (30) days prior written notice thereof to the RENTER provided that such breach is not cured by RENTER to RENTEE's satisfaction within such thirty (30) day period. RENTEE will be responsible for any and all rental payments through the end of the termination date as indicated in its written notice of breach to RENTER whether or not cured. In addition, RENTEE may pursue any and all additional remedies available to it in law and equity.

16. SUPPLIES

RENTEE will provide all supplies necessary for the Equipment to function properly, such as but not limited to cleaning supplier, barium/contract or other supplies not required for the operation of the Equipment.

17. SURRENDER

Upon the expiration or earlier termination of this Rental Agreement, RENTEE will return the Equipment to RENTER in good repair, condition and working order, ordinary wear and tear resulting from proper use thereof alone excepted. It will be RENTEE's obligation to ensure that patients' protected health information is removed from the equipment prior to its return to RENTER.

18. NOTICES

Service of all notices under this Rental Agreement will be sufficient if given personally, and/or mailed to the party involved at its respective address set forth herein, or at such address as such party may provide in writing from time to time. Any notices to RENTEE shall be made to the attention of the "ARMC Chief Executive Officer." Any such notice mailed to such address will be effective when deposited in the United States mail, duly addressed and with first class postage prepaid.



NIS-002982

19. GOVERNING LAW; JURISDICTION & VENUE; MEDIATION

This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of California. Jurisdiction and venue for the adjudication of any actions will solely lie in San Bernardino County Superior Court, San Bernardino District. The Parties agree that, except to seek injunctive relief to prevent a breach of confidentiality, non-solicitation/compete, or intellectual property rights, they will, upon mutual agreement, enter into a non-binding mediation process with a well-recognized, professional mediator in a good faith attempt to settle any disputes under this Agreement, prior to resorting to litigation. The Parties may hold a non-binding mediation privately without a mediator to fulfill this alternative dispute resolution provision. If the mediation is unsuccessful the resulting dispute and/or claims arising out of or related to this Agreement or its subject matter shall be brought exclusively in the State of California, San Bernardino County Superior Court, San Bernardino District for any dispute related to or arising out of this Agreement. The Parties agree to mediate within forty-five days of the Party providing written notice of its desire to mediate. If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney's fees, regardless of who is the prevailing party.

20. ENTIRE AGREEMENT

This Rental Agreement, including any and all Exhibits attached hereto, constitutes the entire Agreement between RENTER and RENTEE and supersedes all proposals or prior agreements, oral or written, and all other communications, oral or written between the parties. This Rental Agreement will not be amended, altered or changed except by a written Agreement signed by the parties hereto. Should there be any inconsistency between the terms and conditions set forth in the main body of this Agreement, and the terms and conditions specified via Addendum, the provisions of the Addendum will prevail and supersede the inconsistent provisions of the main body of this rental agreement, so long as such Addendum is fully executed by the parties.

21. ASSIGNMENT

The Rental Agreement will be binding upon and inure to the benefit of the parties hereto, their legal representatives, permitted successors and assigns. Neither party may assign, by operation of law or otherwise, this Rental Agreement or any interest herein without the prior written consent of the other party, which consent will not be unreasonably withheld. The Equipment is, and will at all times be and remain, the sole and exclusive property of RENTER, and RENTEE will have no right, title or interest therein or thereto except as expressly set forth in this Rental Agreement. The Equipment is, and will at all times be and remain, personal property notwithstanding that the Equipment or any part thereof may now be, or hereafter become, in any manner affixed or attached to or upon real property or any building thereof, or attached in any manner which is permanent

22. ACCESS TO RECORDS

RENTER agrees that upon the request of the Secretary of Health and Human Services or the Comptroller General or any authorized representatives of either of them, RENTER will allow them access to the contracts between RENTER and RENTEE, and to RENTER's books, documents and records necessary to verify the cost of the contracts, until a date four (4) years from the date that services provided for under the contracts are furnished and to the extent that RENTER carries out any of its duties through a sub-contract with a value or cost of \$10,000 or more over a 12-month period, with a related organization, the RENTER will require the sub-contractor related organization to make available, upon request, to the Secretary of Health and Human Services or the Comptroller General or their duly authorized representatives, the sub-contract and the books, documents and records of the related organization that are necessary to verify the cost of the sub-contract until a date four (4) years from the date that service is provided for under the sub-contract are furnished.

23. NO CONSEQUENTIAL DAMAGES

In no event shall either party be liable to the other party for any loss of profits or other consequential damages or any inconvenience resulting from any theft of, damage to, loss of, defect in or failure of any of the Equipment or the time consumed in recovering, repairing, adjusting, servicing or replacing any Equipment; and there shall be no abatement or apportionment of rental during this time.

24. TAXES

With the sole exception of sales tax, RENTEE covenants to promptly report, file, pay and indemnify and hold RENTER harmless with respect to any Taxes, as herein defined as sales, use, excise, personal property, ad valorem, stamp, documentary and other taxes, and all other governmental fees, charges and assessments (general or special) due, assessed



NIS-002982

or levied by any foreign, federal, state, county or local government or taxing authority, and any penalties, fines or interest thereon, which are imposed against, upon or relating to the rental thereof including the rentals or receipts due under this Rental Agreement, but will not include any taxes solely based upon or measured by the income of RENTER. RENTEE will, upon request by RENTER, submit to RENTER written evidence of RENTEE's payment of all Taxes due hereunder. RENTEE will file all tax returns for personal property taxes, and remit the amount thereof. Any tax returns filed by RENTEE will show RENTER as the owner of the Equipment. If RENTEE is tax exempt, RENTEE will provide tax-exempt certificate.

25. ABSOLUTE RENTAL

Except for a material breach of this Agreement by RENTER, this Rental Agreement is irrevocable for the Initial Term and for the aggregate rents as set forth in this Rental Agreement. RENTER and RENTEE acknowledge and agree that this constitutes a net rental and that, except as otherwise specified in this Agreement, RENTEE's obligation to pay all rent and any and all amounts payable by RENTEE under this Rental Agreement will be absolute and unconditional and will not be subject to any abatement, reduction, setoff, defense, counterclaim, interruption, deferment or recoupment for any reason whatsoever, and that such payments will be and continue to be payable in all events. RENTEE acknowledges and agrees that RENTER is not the manufacturer of the Equipment, and that RENTEE will not offset, withhold or fail to make any payment to RENTER by reason of any claim related to the manufacture of the Equipment or a defect.

26. EXHIBITS

The attached Exhibit contains additional terms and conditions which are incorporated into this Rental Agreement.

- (a) Exhibit A – Equipment Details
- (b) Exhibit B – Installation Acceptance (Provided upon completion of installation)
- (c) Exhibit C – Insurance Requirements
- (d) Exhibit D – Campaign Contribution Disclosure (SB1439)

27. ACCEPTANCE OF TERMS

The parties shall be deemed to have accepted the terms of this Agreement by signing the Agreement.

28. DEBARMENT AND SUSPENSION

RENTER hereby represents and warrants that it is not and at no time has been convicted of any criminal offense related to health care nor has been debarred, excluded, or otherwise ineligible for participation in any federal or state government health care program, including Medicare and Medicaid. Further, RENTER represents and warrants that no proceedings or investigations are currently pending or to RENTER's knowledge threatened by any federal or state agency seeking to exclude RENTER from such programs or to sanction RENTER for any violation of any rule or regulation of such programs.

29. MISCELLANEOUS PROVISIONS

- (a) Paragraph headings used in this Rental Agreement are of no legal effect;
- (b) If any provision contained in this Rental Agreement is determined to be invalid, illegal or otherwise unenforceable, the remaining provisions will be fully enforceable;
- (c) Any forbearance by either party from enforcing any term of this Rental Agreement will not constitute a waiver of any right under this Rental Agreement, unless stated in writing by the waiving party;
- (d) This Rental Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same agreement. A copy of a signature received through telefax transmission or other electronic means (including in Adobe PDF or similar format) will bind the party whose signature is so received as if such signature were an original;
- (e) All Exhibits to this Rental Agreement are expressly made a part of this Rental Agreement as fully as though completely set forth in this Rental Agreement;
- (f) If payment is to be made to RENTER via bank wire transfer, RENTEE is responsible for calling and confirming the wire number and instructions prior to sending any payment. Should the RENTEE fail to meet its obligations by calling and verifying any bank wire transfer, and the RENTEE'S funds are misappropriated RENTER will not be responsible for such. If a third party engages in bank wire fraud, misappropriation of funds, and/or a security breach after the RENTEE fails to meet its obligation, RENTER will not be responsible for damages associated therewith. If a third party is submitting payment to RENTER on behalf of the RENTEE, RENTER must be notified and that third party must be a signatory to this agreement;
- (g) RENTEE is responsible for reporting helium levels weekly back to RENTER either by emailing CISHeliumReadings@mxrimaging.com or calling the main service number at 866-310-0071, Option 1;
- (h) If applicable, RENTEE acknowledges that if a New York jurisdiction is determined, this rental is intended to be a "Finance rental" as defined in Section 2A-103(1)(g) of the New York Uniform Commercial Code. RENTEE further acknowledges



NIS-002982

that it is entitled, under Article 2A of the New York Uniform Commercial Code (as and to the extent that such Article, as amended from time to time, may be effect, "UCC2A") to the promises and warranties, including those of any third party, that are provided to RENTER by Vendor in connection with or a part of the contract by which RENTER acquired the equipment or the right to possession and use of the Equipment. RENTEE acknowledges that RENTEE may communication with Vendor and received an accurate and complete statement of those promises and warranties, including any disclaimers and limitations of them or of any remedies. RENTEE also acknowledges that it received the notifications contained in this paragraph from RENTER before RENTEE signed this Rental and the related Exhibits;

- (i) If Radiation Emitting Equipment is being provided to RENTEE, RENTEE is responsible for any and all state requirements with regards to validating, measuring, testing, licensing or any and all items to remain compliant with state regulations. For rental of PET/CT and Nuc/Med trailers, RENTEE is responsible for performing dose calibration testing on the equipment in accordance with their state guidelines. In the event those tests fail, RENTEE will immediately: (i) cease using said equipment; and (ii) notify RENTER of failure. Any radioactive material will be handled by the RENTEE or designee authorized under the RENTEE'S radioactive materials license. Any failure to maintain compliance with the afore mentioned code will be the sole responsibility of the RENTEE.

(j) **Mobile Trailer Relocation:**

- a. **RENTER Request:** In the event of an expected natural disaster or other situations where it can be reasonably assumed that the trailer or its contents may be damaged, or may cause damage to the surrounding area, RENTER, at its sole discretion and expense may temporarily relocate the trailer to a safer location. While the trailer is unavailable to RENTEE due to the relocation, all rental fee's during that period will be paused by RENTER until returned. In the event that the RENTEE requests that the trailer remains at its current location, RENTEE agrees to cover any and all expenses related to repair and/or replacement of the trailer, its contents, as well as any damage that may have been caused by the trailer in the surrounding areas.
- b. **RENTEE Request:** RENTEE may request that RENTER relocate the trailer during the Term of the Agreement, if needed. RENTEE agrees to cover reasonable and documented expenses incurred by RENTER for the trailer's relocation, transportation, and/or storage of the trailer. These fees include, but are not be limited to, any labor/travel time required by RENTER's Field Service Engineers to facilitate the move, which would be invoiced at RENTER's then current billable rates. Pursuant to this section, RENTEE understands that during the relocation period, the agreement will not be paused and RENTEE is still responsible for all rental payments, even when the system not in use.
- (k) The parties' actions under the Agreement shall comply with all applicable laws, rules, and regulations. Except as otherwise specified in this Agreement, RENTEE shall ensure that it has, as applicable, all necessary licenses, permits, and/or certifications required by the laws of the federal, state, and county, and municipal laws, ordinance, rules and regulations.
- (l) 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.
- (m) **Campaign Contribution Disclosure (SB 1439).** RENTOR has disclosed to the RENTEE using Exhibit D - Campaign Contribution Disclosure Senate Bill 1439, whether it has made any campaign contributions of more than \$250 to any member of the San Bernardino County ("County") Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within the 12 months before the date this Agreement was approved by the County Board of Supervisors. RENTOR acknowledges that under California Government Code section 84308, RENTOR 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, RENTOR 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 RENTOR or by a parent, subsidiary or otherwise related business entity of RENTOR.


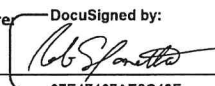


NIS-002982

RENTER and RENTEE do each hereby agree and accept the terms and conditions set forth in this Rental Agreement.

Authorized RENTEE Signature

Authorized MXR Imaging Inc. Signature

Upon signing and acceptance by an authorized RENTEE representative, this document constitutes a contract and RENTEE agrees to be bound by all the terms hereof.		MXR Imaging Inc., by its acceptance hereof, agrees to provide equipment listed on attachment in accordance with the terms listed.	
Signature: 		Signature:  DocuSigned by:	
Printed Name: Dawn Rowe		Printed Name: 67E47467AE8C43F... ROBERT MANETTA	
Title: Chair, Board of Supervisors	Date: JAN 28 2025	Title: President	Date: 12/19/2024
PO Number:			

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

By


Deputy





Rental Agreement

NIS-002982

EQUIPMENT LIST **EXHIBIT "A"**

Make/Model: Philips - Brilliance 64

Software Packages:

- Perfusion
- Cardiac
- Isotropic Imaging
- Cardiac Gating
- Lung Nodule Assessment
- Stenosis Analysis
- DoseRight Index (DRI)
- Organ-Specific DRI
- DoseRight 3D Modulation
- Auto Enable scan planning
- SyncRight Ready

Additional Details:

Gantry

- Opening: 70 cm
- 8.0 MHU MRC Tube
- Output: 60kw
- KvP Range: 80, 120, 140
- mA Range: 28

Detectors

- Rows: 64; NanoPanel with Essence Technology
- Elements per Row: 672
- Detection Channels: 43,008
- Slice Thickness: 0.5 -10 mm
- Rotation Times: 0.5 -2 sec/rotation

Display

- 2x 18in LCD Monitors
- Intel Pentium CPU
- 292 GB RAM
- 1280x1024 Display Matrix
- DICOM 3.0
- ExamCards
- iPatient

Image Processing

- Matrices: 256x256 to 1024x1024
- Recon Time: 40 images per second
- 292 GB HD RAM
- DICOM 3.0
- Brilliance Workspace Software Package
- HyperSight Iterative Reconstruction Console
- ClearRay Reconstruction
- Step & Shoot Complete—Low dose gated, submillimeter, isotropic imaging for the entire thorax.

Trailer Details

- Housed in a 48'x8' mobile medical coach with pop-outs
- All Pads & Patient Positioning Aids
- Included MedRad Injector

Delivery to: 400 N Pepper Avenue, Colton, CA, 92324

CUST. INT.

A blue ink signature, likely of the customer representative, written over the 'CUST. INT.' label.

MXR INT.

A blue ink signature, likely of the MXR representative, written over the 'MXR INT.' label. The signature includes a small 'DS' above it.



NIS-002982

Exhibit B

EQUIPMENT INSTALLATION ACCEPTANCE NOTICE

RENTEE hereby acknowledges the following:

The delivery to and installation of the Equipment referenced below and in Exhibit A of Rental Agreement NIS-002982, rented from RENTER, was satisfactorily completed and RENTEE agrees that the Rental Agreement has commenced. All of the Equipment has been inspected and determined to be (a) complete; (b) properly installed; (c) functioning; and (d) in good working order and in compliance with any applicable specifications. This acceptance notice may be signed by the ARMC Chief Executive Officer or its authorized designee.

Equipment ID	Make/Model
MXR - 101187	Philips - Brilliance 64

Authorized Customer Signature

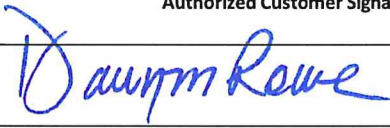
Signature: 	
Printed Name: Dawn Rowe	
Title: Chair, Board of Supervisors	Date: JAN 28 2025

EXHIBIT C

INSURANCE REQUIREMENTS

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

1. Without in anyway affecting any indemnity obligations provided and in addition thereto, RENTER shall secure and maintain throughout the contract term the following types of insurance with limits as shown:
 - a. Workers' Compensation/Employer's Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of RENTER and all risks to such persons under this contract. If RENTER has no employees, it may certify or warrant to RENTEE 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 RENTEE'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 – RENTER shall carry General Liability Insurance covering all operations performed by or on behalf of RENTER 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 RENTER 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 RENTER owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.
 - d. Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.
2. **Additional Insured.** All policies, except for Worker's Compensation, shall contain additional endorsements naming RENTEE and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for RENTEE to vicarious liability but shall allow coverage for RENTEE to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.
3. **Waiver of Subrogation Rights.** RENTER shall require the carriers of required coverages to waive all rights of subrogation against RENTEE, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit RENTER and RENTER's employees or agents from waiving the right of subrogation prior to a loss or claim. RENTER hereby waives all rights of subrogation against RENTEE.
4. **Policies Primary and Non-Contributory.** All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by RENTEE.
5. **Severability of Interests.** RENTER 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 RENTER and RENTEE or between RENTEE and any other insured or additional insured under the policy.
6. **Proof of Coverage.** RENTER shall furnish Certificates of Insurance to Arrowhead Regional Medical Center evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to Arrowhead Regional Medical Center, and RENTER shall maintain such insurance from the time RENTER commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, RENTER shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.
7. **Acceptability of Insurance Carrier.** Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".
8. **Deductibles and Self-Insured Retention.** Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.

9. **Failure to Procure Coverage.** In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, RENTEE has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by RENTEE will be promptly reimbursed by RENTER or RENTEE payments to RENTER will be reduced to pay for RENTEE purchased insurance.
10. **Insurance Review.** Insurance requirements are subject to periodic review by RENTEE. The RENTEE'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 RENTEE. 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 RENTEE, inflation, or any other item reasonably related to RENTEE's risk. Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. RENTER agrees to execute any such amendment within thirty (30) days of receipt. Any failure, actual or alleged, on the part of RENTEE 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 RENTEE.



EXHIBIT D

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" on this Exhibit refer to RENTER. If a question does not apply respond N/A or Not Applicable.

1. Name of Contractor: MXR IMAGING, 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
NATIONWIDE IMAGING SERVICES, INC.	COMMON OWNERSHIP

6. Name of agent(s) of Contractor:

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

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

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

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

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 within the prior 12 months, by any of the individuals or entities listed in Question Nos. 1-8?

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

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

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

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

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

By signing the Agreement, Contractor certifies that the statements made herein are true and correct. Contractor understands that the individuals and entities listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$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.