



Contract Number
23-1059

SAP Number

Arrowhead Regional Medical Center

Department Contract Representative William L. Gilbert
Telephone Number (909) 580-6150

Contractor Canon Medical Systems USA, Inc.
Contractor Representative Patrick Bemis
Telephone Number (714) 669-2406
Contract Term October 16, 2023 to October 31, 2029
Original Contract Amount \$3,145,736
Amendment Amount _____
Total Contract Amount \$3,145,736
Cost Center 9176304200

Briefly describe the general nature of the contract: A Service Agreement, with Canon Medical Systems USA, Inc., for maintenance, repairs, and parts for five Canon Medical Imaging Equipment Systems, for total Agreement amount of \$3,145,736 for the period of October 16, 2023 through October 31, 2029.

FOR COUNTY USE ONLY

Approved as to Legal Form

Charles Phan, Deputy County Counsel

Date 8/23/2023

Reviewed for Contract Compliance

Date _____

Reviewed/Approved by Department

William L. Gilbert, Director

Date 8/29/23



CANON MEDICAL SYSTEMS USA, INC.

Made For life

SERVICE AGREEMENT

DATE: 8/11/2023 SVC QT#: 230222AW
SID #: SEE PAGE 2 SYSTEM: SEE PAGE 2
CUSTOMER LOCATION: (COMPLETE LEGAL NAME) BILLING ADDRESS:

SAN BERNARDINO COUNTY ON BEHALF OF
ARROWHEAD REGIONAL MEDICAL CENTER
400 N PEPPER AVE
COLTON, CA 92324

SAN BERNARDINO COUNTY ON BEHALF OF
ARROWHEAD REGIONAL MEDICAL CENTER
400 N PEPPER AVE
COLTON, CA 92324

Type: INTOUCH FULL SERVICE - VIZIENT

Length Of Contract: See Page 2 Start Date: See Page 2 End Date: 10/31/2029

Payments are invoiced 30 days in advance, payment terms NET 60 (Please choose one, as defined in Attachment B):
☒ Monthly ☐ Annually

Total Service Agreement Price: \$3,145,735.22

Canon Medical Systems will provide the following services for the equipment listed in Attachment "A", for the duration of this Agreement. All services will be provided in accordance with the attached Terms and Conditions of Service. Any changes to system configuration or services coverage noted in this agreement will require a revised quotation.

Coverage Hours: MONDAY THROUGH FRIDAY, 8:00 AM - 5:00 PM, EXCLUDING FEDERAL HOLIDAYS

Preventive Maintenance: SEE PAGE 2

Response Time: STANDARD 30 MINUTE PHONE RESPONSE
STANDARD 4 HOUR ON-SITE RESPONSE

Uptime Guarantee: 98%

Labor and Travel Charges: PREFERRED RATES FOR LABOR AND TRAVEL OUTSIDE OF COVERAGE HOURS.

Parts Replacement: PARTS WILL BE REPLACED WHEN DEEMED NECESSARY BY CANON MEDICAL SYSTEMS, EXCLUDING DISPOSABLES, ACCESSORIES, OPTIONS OR UPGRADES NOT LISTED IN THE TERMS AND CONDITIONS OF THIS AGREEMENT.

Cybersecurity/Gateway GATEWAY GOLD CYBERSECURITY PROTECTION IS INCLUDED WITH A SERVICE PROGRAM. GATEWAY PLATINUM, IS A SEPARATE PURCHASABLE OPTION (SEE ADDITIONAL COMMENTS FOR DETAILS).

Glassware: GLASSWARE IS COVERED BY THIS AGREEMENT. ALL GLASSWARE WILL BE REPLACED AT NO ADDITIONAL CHARGE FOR THE DURATION OF THIS AGREEMENT.

Cryogenics and Magnet CRYOGENS ARE COVERED BY THIS AGREEMENT. ALL CRYOGEN FILLS AND MAGNET MAINTENANCE: MAINTENANCE WILL BE COMPLETED AT NO ADDITIONAL CHARGE FOR THE DURATION OF THIS AGREEMENT.

This service agreement quotation is valid if it is signed by Canon Medical Systems and Customer on or before 60 days from the date of Quotation.

Please return signed quotation to: Canon Medical Systems USA, Inc., 2441 Michelle Drive, Tustin, CA 92780.

Additional terms and conditions appear at the end of this quotation.

CUSTOMER ACCEPTANCE:

Dawn Rowe Chair, Board of Supervisors

PRINT NAME/TITLE

Dawn Rowe

PURCHASER'S SIGNATURE

SEP 26 2023

DATE

CANON MEDICAL SYSTEMS ACCEPTANCE:

Tevon Murachanian West Region VP of Service

PRINT NAME/TITLE

Tevon Murachanian

Tevon Murachanian (Aug 23, 2023 14:16 PDT)
SERVICE MANAGER

Aug 23, 2023

DATE



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Attachment A, Equipment List

This agreement includes coverage for the following items. All other options, including but not limited to lasers, injectors, sources, power conditioners (PCDUs, VRDUs, UPSs, etc.) and other non-Canon Medical Systems options, are not covered by this agreement. For additional options not listed, please contact your local Service Manager.

SID	System	Quote #	Start Date	End Date	PCP	Ext PM	Entitlements	Monthly	Annual	Total
349131	AQ One	000069-1	10/16/23	10/31/29	M-F / S-S	N/A	Gating, Unlimited Rot	\$ 13,875.00	\$ 166,500.00	\$ 1,006,161.29
30033392	AQ Prime 100	000070-1	10/17/23	10/31/29	M-F / S-S	8am-9pm	Gating, Conevac, Double slice kit, Upgrade kit, Unlimited Rot	\$ 9,109.69	\$ 109,316.25	\$ 660,305.50
298109	Titan	000071-1	10/16/23	10/31/29	M-F / S-S	8am-9pm	Gating, 9 coils	\$ 9,834.41	\$ 118,012.95	\$ 713,153.34
333015	Infinix I SP	000072-2	11/01/23	10/31/29	M-F / S-S	8am-9pm	1 xray tube, 58" monitor Excl: Vistara sw	\$ 9,890.63	\$ 82,687.50	\$ 490,125.36
353557	Infinix Elite	000073-2	03/02/26	10/31/29	M-F / S-S	8am-9pm	1 xray tube	\$ 9,140.63	\$ 73,687.50	\$ 269,989.61
								\$ 45,850.36	\$ 550,204.26	\$ 3,145,735.22

ZVP RENEWAL INCENTIVE

FY23: CUSTOMER WILL RECEIVE THE ANNUAL PRICE LISTED ON PAGE 1 OF THIS AGREEMENT, PROVIDED THIS AGREEMENT IS SIGNED AND RETURNED TO CANON WITHIN 30 DAYS OF THE START DATE LISTED ON PAGE 1.

ADDITIONAL COMMENTS

Net 60 Payment Terms

Gateway Program Cybersecurity Protection:

Gateway Gold cybersecurity connectivity will be included, at no charge to the Customer, during the post-warranty contract term listed on page 1 of this Agreement. For Point of Purchase agreements, coverage during the Warranty term is also included at no additional charge to the customer.

Gateway Gold cybersecurity protection, with remote system diagnostics, shields Canon imaging devices from malicious factors; the remote system diagnostics provided, via InnerVision® Plus, facilitates remote applications support, including a message alert system which allows for early detection and prevention of system problems. In addition, the Gateway Program includes cybersecurity incident response 24X7, 360° Connect Online access, HIPAA compliant authentication, VPN tunnel and FMI updates.

Gateway Platinum cybersecurity connectivity, listed above under Purchasable Options (if applicable), includes Gateway Gold entitlements plus integrated NextGen firewall technology for comprehensive cybersecurity protection. Gateway Platinum also includes Intrusion Prevention System, FIPS 140-2 validated standard of encryption, on-demand reporting, e-Watch™ for environmental monitoring and more. Should Customer elect to purchase Gateway Platinum, then coverage during the 12-month



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SAN BERNARDINO COUNTY ON BEHALF OF
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warranty term will be included, at no additional charge to the customer. See the Gateway Program Features sheet for details.
Installation of Gateway Gold or Gateway Platinum connectivity will depend upon availability.

Customer Responsibility: Chiller Maintenance:

The chilled water supply is an integral part of the MR equipment and is critical for the proper operation, of the equipment and for minimizing the loss of the cryogens and preventing damage to the MR and its components. Servicing the chiller, by an authorized chiller vendor, is the recommended path for reducing downtime, potential cryogen losses and damage to the MR and its components. Cryogens lost, or any other damages caused to the MR and any of its components, due to issues with the chiller (e.g., interruption of power, force majeure occurrences, Customer misuse or negligence, etc.) are not covered under this Agreement and will be replaced and/or repaired, at the Customer's sole cost and expense, at the current prevailing CMSU Time & Materials rate.*

Upon acceptance, please forward the signed Agreement to:

CANON MEDICAL SYSTEMS USA, INC.
SERVICE CONTRACTS ADMINISTRATION
Attn: Audrey Weidemann
2441 Michelle Drive
Tustin, CA 92780

E-mail: ServiceWestPacificZone@us.medical.canon
Voice: 714-669-2423 Fax: 714-242-7483

A countersigned copy will be returned to you for your reference.

**IN-TOUCH SERVICES AGREEMENT
TERMS AND CONDITIONS**

1. GENERAL TERMS. Unless otherwise specified on the face of this document, this Agreement will remain valid only if accepted by Customer no later than 60 days from date of submission to Customer

2. COVERAGE. The following items are included in this Agreement

a. Planned Maintenance Service, as specified by Canon. Customer will provide Canon service personnel with full access at the agreed upon time. Otherwise, any makeup service will be separately billed by Canon to Customer at Canon's applicable hourly rate then in effect, including round trip travel

b. Routine System Calibration Tests, as specified by Canon. Customer will perform normal operator adjustments specified in the Equipment Operation Manual

c. Remedial Maintenance Labor required to maintain the system at manufacturer's specifications during Covered Hours specified on the face of this document. Labor requested outside of the Covered Hours will be billed at Canon's applicable hourly rate then in effect

d. Quality Assurance Evaluations, as specified by Canon. Canon will routinely perform quality assurance evaluations in order to assure optimum performance. Customer will provide Canon service personnel full access for such purposes at times mutually agreed to in advance. If applicable, Customer will run simplified Quality Assurance tests utilizing the Canon Gateway Program remote diagnostics

e. Replacement of Parts, at Canon's cost, which fail during the term of this Agreement with the exception of the parts specified on the face of this document. Parts that are cosmetic in nature or expendable will be replaced at Customer's cost, including items such as patient pads, head cushions, and acrylic parts. Replaced parts will become the property of Canon. Parts replaced may be refurbished

f. Customer may elect to upgrade / downgrade Variable Glass Tier level once a year, effective on the next contract anniversary date. This contract modification 1) will be effective on a go forward basis only, 2) may not be applied to the contract retroactively, 3) will reflect Canon's current pricing, and 4) must be via a written request from the Customer, presented at least 30 days prior to the contract anniversary date

g. Travel and Living Expenses Incurred by Canon's Customer Engineers during Covered Hours

h. Uptime Guarantee as specified on the face of this document. Uptime guarantees are measured based on covered hours, excluding Federal recognized holidays. Uptime will be calculated using the following formula: Uptime = (Base Time – Downtime) / Base Time

Definitions. Base Time: Total covered hours. **Downtime:** Time when the specified imaging equipment is unavailable for scanning or diagnosing images due to Equipment malfunction, and is immediately available for service repairs. Downtime will be calculated during the Covered Hours and commence when the Customer's call is logged into the InTouch™ Center. Downtime concludes once repairs are completed and the imaging system is available for clinical use. Downtime does not include time spent for preventive maintenance, routine part replacements or repair of any malfunction caused by operator error, accidents or other elements outside the control of Canon, such as accidents, fires, floods, and Acts of God. The Uptime Guarantee will be voided if Canon is not given access to the Equipment for preventive maintenance or other types of service required during the term of this Agreement

Uptime statistics will be measured over a 12-month period. If the Equipment fails to achieve the specified uptime percentage, the following year's services contract will be reduced by the uptime discount specified under the specific Services Agreement plan, up to a maximum of 15%

Software Updates / Upgrades. Canon will furnish to Customer, free of charge for the life of the Equipment, all Canon software or hardware upgrades to the Equipment purchased by Customer, which are intended to correct a safety risk. Software updates offering enhancements to previously purchased software features are covered under this service agreement, if they do not require hardware modifications or additions. Software upgrades providing new features or capabilities not originally purchased, will be made available for purchase by Customer upon request when compatible with the originally purchased hardware. Canon retains the sole right to determine whether a software release is considered an update or an upgrade for which the Customer will be charged

The above items will be performed only during the Covered Hours stated on the face of this document. Service required outside these hours will be billed at Canon's differential rates in effect at the time such items are provided to Customer

3. ITEMS EXCLUDED. The following items are excluded from this Agreement unless otherwise indicated on the face of this document

a. Customer operation instructions

b. Adding or removing accessories, attachments, or other devices, and remedial services necessary to repair accessories

c. Services connected with Equipment movement or relocation

d. Problems caused by external sources, including the incoming power supply

e. Increase in service time resulting from operator neglect or failure to follow operation instructions

f. Repair or damage from accident or any cause other than ordinary use

g. Rigging and handling, removal, modification or reconstruction of a wall, partition, ceiling or any other portion of the facility arising from repair, replacement or substitution of Equipment or parts of it

h. Chiller maintenance or repair, except when specifically included in Agreement

i. Expendable materials or accessories (for example, straps, foam cushions, and other similar items)

j. Problems caused by modifications, maintenance or repairs of the equipment or software not performed by Canon

k. Storage facilities for spare parts, tools and supplies

Performance of services, not included in this Agreement, will be charged in accordance with Canon's prices in effect at the time such services are provided to Customer

4. CUSTOMER RESPONSIBILITIES. During the term of this Agreement, Customer agrees to maintain the site and environment (including temperature and humidity control, incoming power quality, and fire protection system) in a condition suitable for operation of the Equipment; ensure the Equipment is used at all times in accordance with the requirements of the Equipment Operation Manual by properly qualified and appropriately licensed personnel; and make normal operator adjustments to the Equipment as specified in the Equipment Operation Manual. In addition, Customer agrees to allow and maintain VPN connectivity to Canon's Control Center per one of VPN connectivity options supported by Canon Medical Systems USA, Inc. and allow access to Canon's VPN for Canon's use for the Canon Gateway Program, if applicable. Failure to provide an appropriate VPN connection may result in a reduction in the uptime guarantee commitment and an increase in service charges for the Equipment

5. GLASSBEAM. Customer agrees to allow customer data to be sent to Glassbeam, a third-party provider, for service and utilization analytics. Canon agrees that customer data that is provided to Glassbeam will never contain Protected Health Information (PHI). Canon also agrees that customer data will never be shared with other customers

6. REMOTE DIAGNOSTICS/ CYBERSECURITY (GATEWAY PROGRAM). During the term of this Agreement, Customer will support the Canon Gateway Program connectivity, if eligible, including InnerVision® Plus, and will allow Canon to install and maintain Canon 360° Connect™ (collectively "Gateway Program", i.e.: Gateway Gold or Gateway Platinum), to facilitate the performance of remote diagnostics on the Equipment. The Gateway Program also allows Canon to pull utilization data for the Equipment (number of scans, time of scan, etc.) in order to provide reporting to the customer. Canon retains rights and title to Gateway Program and InnerVision®. Customer will not remove, modify, or use or allow third parties to use the Gateway Program without Canon's prior written consent. Customer will be responsible and will promptly pay for any loss or damage to the Gateway Program unless caused by Canon's sole negligence. Canon will remove the Gateway Program connectivity at the point it is no longer providing service on the Equipment. InnerVision® Plus is applicable for all modalities, whereas, the Gateway Program is only applicable to CT, MR, VL and RF

7. GEOGRAPHICAL EQUIPMENT OR COVERAGE. Canon must be notified in writing at least ninety (90) days prior to relocation of Equipment to a site that is fifty (50) miles or greater from the unit's base site specified on the face of this document so that Canon may adequately address manpower needs to maintain the site

8. ACCEPTANCE BY CANON. This Agreement will not be binding on Canon unless and until it is accepted by Canon as evidenced by the signature of an authorized representative of Canon on the face of this document. Canon's

acceptance is expressly made conditional upon Customer's assent to the terms and conditions in this document. All different or additional terms and conditions which may be contained in Customer's bid document, purchase order or any other documents furnished by Customer are hereby objected to and deemed material unless accepted in writing by an authorized representative of Canon. Canon's service of Equipment under this Agreement is available only if the effective date of this Agreement follows within 15 calendar days of (a) the expiration of an applicable warranty period covering such Equipment, or (b) the expiration of an applicable Canon Services Maintenance Agreement. If the effective date is outside such 15-day period, Canon must be given the right to inspect the Equipment and repair and restore the Equipment to proper working order in accordance with Canon's specifications before this Agreement may become effective. All service labor and parts furnished for such repair and restoration will be charged to Customer at Canon's prevailing rates

9. TERMINATION. This Agreement will terminate upon the expiration date specified on the face of this document. Customer may not terminate this Agreement before its expiration unless (a) Customer sells, discards or otherwise completely discontinues using the Equipment, or (b) Customer exchanges the Equipment for another new Canon Equipment, or (c) Canon substantially fails to perform any of its material obligations specified in this Agreement. In the case of termination for the reasons stated in (a) or (b) above, the termination will be effective 30 days from the date of Customer's written notice to Canon of termination. If Customer elects to terminate for the reasons stated in (c) above, before such termination, customer must notify Canon in writing of the breach and of its intent to terminate this Agreement if such breach is not corrected within thirty (30) days from Canon's receipt of the notice of breach

10. ACCESS TO EQUIPMENT. Customer will afford safe access at mutually agreed upon times to the Equipment for Canon's representatives and will cooperate with Canon's representatives in their performance of the services under this Agreement

11. CONSUMABLE ITEMS. Customer will provide necessary consumable items and processing facilities required by Canon in performance of the services under this Agreement at no charge to Canon

12. END OF MAINTENANCE SUPPORT ANNOUNCEMENT. In the event that Canon makes a future general commercial announcement that services contracts will no longer be offered for an item of Equipment or Equipment component covered by this Agreement, then upon no less than 12 months prior written notice to the Customer, Canon may, at their option, remove any such item(s) of Equipment or Equipment component(s) from service coverage under this Agreement, with an appropriate adjustment of charges hereunder, without otherwise affecting this Agreement

13. COMPENSATION AND TAXES. For the services and materials provided under the Agreement, Customer will pay Canon the total amounts specified on the face of this document for each system covered. For fixed contracts, this sum will be paid in advance, based on the chosen installments specified on the face of this document. For variable contracts, Canon representatives will be given access to usage information and the Equipment for the purpose of measuring variable use. Each month Canon will invoice Customer and Customer will pay the higher of the minimal or actual usage for the preceding period based upon the data from the site. The amounts specified on the face of this document do not include sales, use or other similar taxes. Customer will pay any such applicable taxes, unless a tax exemption certificate acceptable to the applicable taxing authorities is provided to Canon

14. PAYMENT TERMS. Payment terms are Net 60 days from date of invoice

15. ASSIGNMENT. Neither Customer nor Canon may assign this Agreement without the prior written consent of the other

16. SOFTWARE. All rights and interest in any software that may be furnished under this Agreement, and any updates and enhancements to it, will remain the property of Canon. Such software is being furnished to Customer under a non-exclusive license. Customer will not decompile, modify, copy, reproduce, or transcribe the software, nor allow third parties to use the same without Canon's prior written consent. Upon Canon's request, Customer will execute a software license contract, in a form designated by Canon and approved by counsel for Customer

17. DEFAULT. Upon default by Customer, any affiliate or parent of Customer, any partner of Customer, or any principal of Customer in payment or performance of any obligation under this Agreement will, at the sole option of Canon, if default is not cured within thirty (30) days after written notice of the default, constitute a default of this Agreement. In such event, Canon may at its option (a) suspend performance under this Agreement until all such defaults have been cured, (b) terminate this Agreement in which case Customer shall pay Canon all amounts that are due for the period prior to the termination date (or the suspension date, if the Agreement was suspended prior to termination), and/or (c) exercise any other remedies allowed by law. If this Agreement is suspended, Customer will be required to pay the following as a condition to Canon resuming service:
all past due amounts for the period prior to the suspension

18. ATTORNEY'S FEES AND COSTS. In the event of any legal proceeding involving any party to this Agreement against the other relating to the subject matter of this Agreement, each party shall bear its own costs, expert witness fees, and attorney's fees regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney's fees directly arising from a third-party legal action against a party hereto and payable as an indemnification obligation under this Agreement

19. CIRCUMSTANCES BEYOND CONTROL. Neither party will be liable to the other party for non-performance or delay in performance resulting directly or indirectly from any occurrences beyond the party's reasonable control, including without limitation, strikes or other labor actions, Acts of God, war, accidents, fires, floods, other catastrophes, inclement weather, transportation, delays caused by Canon's suppliers, inability to obtain replacement parts, or laws, regulations, or acts of any governmental agency. The foregoing provision will apply even though such cause may occur after performance of the obligations of the parties under this Agreement has been delayed for other causes

20. DISCLAIMER OF WARRANTIES. CANON MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, OR WARRANTY OF FITNESS FOR PARTICULAR PURPOSE WITH RESPECT TO ANY OF THE SERVICES AND PARTS FURNISHED UNDER THIS AGREEMENT.

21. LIMITATION OF LIABILITY AND OF REMEDY. NEITHER PARTY WILL UNDER ANY CIRCUMSTANCES BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR EXEMPLARY DAMAGES OR ECONOMIC LOSS ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF THE PARTY IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. THIS LIMITATION WILL NOT APPLY TO CLAIMS FOR PROPERTY DAMAGE OR PERSONAL INJURY OR DEATH CAUSED BY CANON

22. EXPORT RESTRICTIONS. This Agreement involves products, and/or technical data that may be controlled under the U.S. Export Administration Regulations and may be subject to the approval of the U.S. Department of Commerce prior to export. Any export or re-export by Customer, directly or indirectly, in contravention of such Regulations is prohibited

23. FACSIMILE SIGNATURES. This agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same Agreement. Facsimile signatures (signed copies transmitted via fax or electronic file/email) shall be of equal effect and validity as signatures on original copies, so long as the electronically transmitted copy includes the printed name and title of the signatory of the Agreement

24. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties and supersedes all prior or concurrent agreements between the parties, whether oral or written, relating to its subject matter. The provisions of this Agreement may not be modified unless in writing and executed by both parties

25. INSURANCE. Canon shall maintain the following insurance coverage at the following minimum limits for the term of this Agreement:

- 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
- Commercial/General Liability Insurance – General Liability Insurance covering all operations performed by or on behalf of Canon 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: Products and completed operations, Broad form property damage (including completed operations), Personal injury, Contractual liability, and a \$2,000,000 general aggregate limit
- 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

All policies, except for Worker's Compensation, shall contain additional endorsements naming Customer as an additional named insured with respect to liabilities arising out of this Agreement. When applicable, and when requested by Customer, evidencing proof of the foregoing coverage shall be furnished to Customer.

Canon shall require the carriers of required coverages to waive all rights of subrogation against the Customer, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit Canon and Canon's employees or agents from waiving the right of subrogation prior to a loss or claim. Canon hereby waives all rights of subrogation against Customer.

All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the Customer.

Canon 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 Canon and Customer or between Customer and any other insured or additional insured under the policy.

Unless otherwise approved by Customer's Department of 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". Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Customer's Department of Risk Management.

24. INDEMNIFICATION. Canon agrees to indemnify, defend (with counsel reasonably approved by Customer) and hold harmless the Customer and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of Canon's breach of this Agreement or Canon's negligent act or omissions, or willful misconduct.

25. SUSPENSION/DEBARMENT CERTIFICATION. Canon certifies that neither it nor its principals or subcontractors is presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (See the following United States General Services Administration's System for Award Management website <https://www.sam.gov>). Canon 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, Canon represents and warrants that no proceedings or investigations are currently pending or to Canon's knowledge threatened by any federal or state agency seeking to exclude Canon from such programs or to sanction Canon for any violation of any rule or regulation of such programs.

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

27. GOVERNING LAW /VENUE. This Agreement will be governed by and construed under the laws of the State of California without regard for principles of choice of law, and any action arising under this Agreement shall be venued in the San Bernardino County Superior Court.

28. NOTICE. All written notices provided for in this Agreement or which either party desires to give to the other shall be deemed fully given, when made in writing and either served personally, or deposited in the United States mail, postage prepaid, and addressed to the other party as follows:

To Customer:
Arrowhead Regional Medical Center
400 N. Pepper Ave
Colton, CA 92324
Attn: Hospital Director

To Canon:
Canon Medical Systems USA, INC
2441 Michelle Drive
Tustin, CA 92780

Notice shall be deemed communicated two (2) business days from the time of mailing if mailed as provided in this paragraph.

Attachment B Canon Medical Systems Contract Billing Schedule for Service Quote 230222AW

2023

SID	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-23	Oct-23	Nov-23	Dec-23	Annual Total
349134									\$ 7,161.29	\$ 13,875.00	\$ 13,875.00	\$ 13,875.00	
30033392									\$ 4,407.91	\$ 9,109.69	\$ 9,109.69	\$ 9,109.69	
298109									\$ 5,075.82	\$ 9,834.41	\$ 9,834.41	\$ 9,834.41	
333013									\$ -	\$ 6,890.63	\$ 6,890.63	\$ 6,890.63	
353557									\$ -	\$ -	\$ -	\$ -	
MONTHLY TOTAL									\$ 16,645.02	\$ 39,709.73	\$ 39,709.73	\$ 39,709.73	\$ 135,774.21

*** For purposes of this invoice, the invoice shall be issued on or after 9/26/2023 with a payment term of Net 60 days

2024

SID	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Annual Total
349134	\$ 13,875.00	\$ 13,875.00	\$ 13,875.00	\$ 13,875.00	\$ 13,875.00	\$ 13,875.00	\$ 13,875.00	\$ 13,875.00	\$ 13,875.00	\$ 13,875.00	\$ 13,875.00	\$ 13,875.00	
30033392	\$ 9,109.69	\$ 9,109.69	\$ 9,109.69	\$ 9,109.69	\$ 9,109.69	\$ 9,109.69	\$ 9,109.69	\$ 9,109.69	\$ 9,109.69	\$ 9,109.69	\$ 9,109.69	\$ 9,109.69	
298109	\$ 9,834.41	\$ 9,834.41	\$ 9,834.41	\$ 9,834.41	\$ 9,834.41	\$ 9,834.41	\$ 9,834.41	\$ 9,834.41	\$ 9,834.41	\$ 9,834.41	\$ 9,834.41	\$ 9,834.41	
333013	\$ 6,890.63	\$ 6,890.63	\$ 6,890.63	\$ 6,890.63	\$ 6,890.63	\$ 6,890.63	\$ 6,890.63	\$ 6,890.63	\$ 6,890.63	\$ 6,890.63	\$ 6,890.63	\$ 6,890.63	
353557	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
MONTHLY TOTAL	\$ 39,709.73	\$ 39,709.73	\$ 39,709.73	\$ 39,709.73	\$ 39,709.73	\$ 39,709.73	\$ 39,709.73	\$ 39,709.73	\$ 39,709.73	\$ 39,709.73	\$ 39,709.73	\$ 39,709.73	\$ 476,516.76

\$ 476,516.76

2025

SID	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Annual Total
349134	\$ 13,875.00	\$ 13,875.00	\$ 13,875.00	\$ 13,875.00	\$ 13,875.00	\$ 13,875.00	\$ 13,875.00	\$ 13,875.00	\$ 13,875.00	\$ 13,875.00	\$ 13,875.00	\$ 13,875.00	
30033392	\$ 9,109.69	\$ 9,109.69	\$ 9,109.69	\$ 9,109.69	\$ 9,109.69	\$ 9,109.69	\$ 9,109.69	\$ 9,109.69	\$ 9,109.69	\$ 9,109.69	\$ 9,109.69	\$ 9,109.69	
298109	\$ 9,834.41	\$ 9,834.41	\$ 9,834.41	\$ 9,834.41	\$ 9,834.41	\$ 9,834.41	\$ 9,834.41	\$ 9,834.41	\$ 9,834.41	\$ 9,834.41	\$ 9,834.41	\$ 9,834.41	
333013	\$ 6,890.63	\$ 6,890.63	\$ 6,890.63	\$ 6,890.63	\$ 6,890.63	\$ 6,890.63	\$ 6,890.63	\$ 6,890.63	\$ 6,890.63	\$ 6,890.63	\$ 6,890.63	\$ 6,890.63	
353557	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
MONTHLY TOTAL	\$ 39,709.73	\$ 39,709.73	\$ 39,709.73	\$ 39,709.73	\$ 39,709.73	\$ 39,709.73	\$ 39,709.73	\$ 39,709.73	\$ 39,709.73	\$ 39,709.73	\$ 39,709.73	\$ 39,709.73	\$ 476,516.76

\$ 476,516.76

2026

SID	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Jul-26	Aug-26	Sep-26	Oct-26	Nov-26	Dec-26	Annual Total
349134	\$ 13,875.00	\$ 13,875.00	\$ 13,875.00	\$ 13,875.00	\$ 13,875.00	\$ 13,875.00	\$ 13,875.00	\$ 13,875.00	\$ 13,875.00	\$ 13,875.00	\$ 13,875.00	\$ 13,875.00	
30033392	\$ 9,109.69	\$ 9,109.69	\$ 9,109.69	\$ 9,109.69	\$ 9,109.69	\$ 9,109.69	\$ 9,109.69	\$ 9,109.69	\$ 9,109.69	\$ 9,109.69	\$ 9,109.69	\$ 9,109.69	
298109	\$ 9,834.41	\$ 9,834.41	\$ 9,834.41	\$ 9,834.41	\$ 9,834.41	\$ 9,834.41	\$ 9,834.41	\$ 9,834.41	\$ 9,834.41	\$ 9,834.41	\$ 9,834.41	\$ 9,834.41	
333013	\$ 6,890.63	\$ 6,890.63	\$ 6,890.63	\$ 6,890.63	\$ 6,890.63	\$ 6,890.63	\$ 6,890.63	\$ 6,890.63	\$ 6,890.63	\$ 6,890.63	\$ 6,890.63	\$ 6,890.63	
353557	\$ -	\$ 5,942.55	\$ 6,140.63	\$ 6,140.63	\$ 6,140.63	\$ 6,140.63	\$ 6,140.63	\$ 6,140.63	\$ 6,140.63	\$ 6,140.63	\$ 6,140.63	\$ 6,140.63	
MONTHLY TOTAL	\$ 39,709.73	\$ 45,652.28	\$ 45,850.36	\$ 45,850.36	\$ 45,850.36	\$ 45,850.36	\$ 45,850.36	\$ 45,850.36	\$ 45,850.36	\$ 45,850.36	\$ 45,850.36	\$ 45,850.36	\$ 543,865.61

\$ 543,865.61

2027

SID	Jan-27	Feb-27	Mar-27	Apr-27	May-27	Jun-27	Jul-27	Aug-27	Sep-27	Oct-27	Nov-27	Dec-27	Annual Total
349134	\$ 13,875.00	\$ 13,875.00	\$ 13,875.00	\$ 13,875.00	\$ 13,875.00	\$ 13,875.00	\$ 13,875.00	\$ 13,875.00	\$ 13,875.00	\$ 13,875.00	\$ 13,875.00	\$ 13,875.00	
30033392	\$ 9,109.69	\$ 9,109.69	\$ 9,109.69	\$ 9,109.69	\$ 9,109.69	\$ 9,109.69	\$ 9,109.69	\$ 9,109.69	\$ 9,109.69	\$ 9,109.69	\$ 9,109.69	\$ 9,109.69	
298109	\$ 9,834.41	\$ 9,834.41	\$ 9,834.41	\$ 9,834.41	\$ 9,834.41	\$ 9,834.41	\$ 9,834.41	\$ 9,834.41	\$ 9,834.41	\$ 9,834.41	\$ 9,834.41	\$ 9,834.41	
333013	\$ 6,890.63	\$ 6,890.63	\$ 6,890.63	\$ 6,890.63	\$ 6,890.63	\$ 6,890.63	\$ 6,890.63	\$ 6,890.63	\$ 6,890.63	\$ 6,890.63	\$ 6,890.63	\$ 6,890.63	
353557	\$ 6,140.63	\$ 6,140.63	\$ 6,140.63	\$ 6,140.63	\$ 6,140.63	\$ 6,140.63	\$ 6,140.63	\$ 6,140.63	\$ 6,140.63	\$ 6,140.63	\$ 6,140.63	\$ 6,140.63	
MONTHLY TOTAL	\$ 45,850.36	\$ 45,850.36	\$ 45,850.36	\$ 45,850.36	\$ 45,850.36	\$ 45,850.36	\$ 45,850.36	\$ 45,850.36	\$ 45,850.36	\$ 45,850.36	\$ 45,850.36	\$ 45,850.36	\$ 550,204.32

\$ 550,204.32

Attachment B Canon Medical Systems Contract Billing Schedule for Service Quote 230222AW (Continued)

2028

SID	Jan-28	Feb-28	Mar-28	Apr-28	May-28	Jun-28	Jul-28	Aug-28	Sep-28	Oct-28	Nov-28	Dec-28
349134	\$ 13,875.00	\$ 13,875.00	\$ 13,875.00	\$ 13,875.00	\$ 13,875.00	\$ 13,875.00	\$ 13,875.00	\$ 13,875.00	\$ 13,875.00	\$ 13,875.00	\$ 13,875.00	\$ 13,875.00
30033392	\$ 9,109.69	\$ 9,109.69	\$ 9,109.69	\$ 9,109.69	\$ 9,109.69	\$ 9,109.69	\$ 9,109.69	\$ 9,109.69	\$ 9,109.69	\$ 9,109.69	\$ 9,109.69	\$ 9,109.69
298109	\$ 9,834.41	\$ 9,834.41	\$ 9,834.41	\$ 9,834.41	\$ 9,834.41	\$ 9,834.41	\$ 9,834.41	\$ 9,834.41	\$ 9,834.41	\$ 9,834.41	\$ 9,834.41	\$ 9,834.41
333013	\$ 6,890.63	\$ 6,890.63	\$ 6,890.63	\$ 6,890.63	\$ 6,890.63	\$ 6,890.63	\$ 6,890.63	\$ 6,890.63	\$ 6,890.63	\$ 6,890.63	\$ 6,890.63	\$ 6,890.63
353557	\$ 6,140.63	\$ 6,140.63	\$ 6,140.63	\$ 6,140.63	\$ 6,140.63	\$ 6,140.63	\$ 6,140.63	\$ 6,140.63	\$ 6,140.63	\$ 6,140.63	\$ 6,140.63	\$ 6,140.63
MONTHLY TOTAL	\$ 45,850.36	\$ 45,850.36	\$ 45,850.36	\$ 45,850.36	\$ 45,850.36	\$ 45,850.36	\$ 45,850.36	\$ 45,850.36	\$ 45,850.36	\$ 45,850.36	\$ 45,850.36	\$ 45,850.36
												\$ 550,204.32

2029

SID	Jan-29	Feb-29	Mar-29	Apr-29	May-29	Jun-29	Jul-29	Aug-29	Sep-29			
349134	\$ 13,875.00	\$ 13,875.00	\$ 13,875.00	\$ 13,875.00	\$ 13,875.00	\$ 13,875.00	\$ 13,875.00	\$ 13,875.00	\$ 13,875.00			
30033392	\$ 9,109.69	\$ 9,109.69	\$ 9,109.69	\$ 9,109.69	\$ 9,109.69	\$ 9,109.69	\$ 9,109.69	\$ 9,109.69	\$ 9,109.69			
298109	\$ 9,834.41	\$ 9,834.41	\$ 9,834.41	\$ 9,834.41	\$ 9,834.41	\$ 9,834.41	\$ 9,834.41	\$ 9,834.41	\$ 9,834.41			
333013	\$ 6,890.63	\$ 6,890.63	\$ 6,890.63	\$ 6,890.63	\$ 6,890.63	\$ 6,890.63	\$ 6,890.63	\$ 6,890.63	\$ 6,890.63			
353557	\$ 6,140.63	\$ 6,140.63	\$ 6,140.63	\$ 6,140.63	\$ 6,140.63	\$ 6,140.63	\$ 6,140.63	\$ 6,140.63	\$ 6,140.63			
MONTHLY TOTAL	\$ 45,850.36	\$ 45,850.36	\$ 45,850.36	\$ 45,850.36	\$ 45,850.36	\$ 45,850.36	\$ 45,850.36	\$ 45,850.36	\$ 45,850.36			\$ 412,653.24

Grand Total \$ 3,145,735.22