



Contract Number
23-1278

SAP Number

Arrowhead Regional Medical Center

Department Contract Representative	<u>William L. Gilbert</u>
Telephone Number	<u>(909) 580-6150</u>
Contractor	<u>Baxter Healthcare Corporation</u>
Contractor Representative	<u>Mary Pollock</u>
Telephone Number	<u>(224) 948-3950</u>
Contract Term	<u>December 7, 2023 through</u> <u>December 6, 2024</u>
Original Contract Amount	<u>\$136,604</u>
Amendment Amount	<u></u>
Total Contract Amount	<u>\$136,604</u>
Cost Center	<u>9174704200</u>

Briefly describe the general nature of the contract: A Service Agreement with Baxter Healthcare Corporation, including non-standard terms, for the provision of repair services for sigma spectrum intravenous pumps, for total amount of \$136,604, for the contract period of December 7, 2023 through December 6, 2024.

FOR COUNTY USE ONLY

Approved as to Legal Form

Charles Phan, Deputy County Counsel

Date 11/16/2023

Reviewed for Contract Compliance

►

Date

Reviewed/Approved by Department

William L. Gilbert, Director

Date

11/16/23



Baxter Healthcare Corporation
1 Baxter Parkway, DF 3-2
Deerfield, Illinois 60015

Shipping Account No: 34227002, 34227005
Billing Account No: 34227002

Sigma Spectrum Pump Extended Service Agreement

This SIGMA Spectrum Pump Extended Service Agreement ("Agreement") is effective as of the date fully executed ("Effective Date") between BAXTER HEALTHCARE CORPORATION, a Delaware corporation with a principal place of business at 1 Baxter Parkway, Deerfield, IL 60015 ("Baxter"), and SAN BERNARDINO COUNTY ON BEHALF OF ARROWHEAD REGIONAL MEDICAL CENTER, with a principal place of business at 400 N PEPPER AVE, COLTON, CA 92324-1801 ("Customer"). Baxter and Customer may hereinafter be referred to individually as "Party" or collectively as "Parties."

- Term.** The period for which Services will be available to Customer under this Agreement shall commence on December 7, 2023 (the "Services Commencement Date") and expires on December 6, 2024.
- Services.** Baxter will provide Services (as defined in this Section) with respect to each item of Equipment (as defined in Section 5 of this Agreement) during the Term at any service location ("Service Location"). Services shall mean: labor and parts required to restore the Equipment to its published operating specifications ("Services"). Baxter has no obligation to render Services if the service claim arises from any of the items identified as Exclusions in Section 4.0 of the Standard Terms and Conditions of Service attached hereto as Appendix 1 and incorporated herein by this reference.
- Delivery and Return of Equipment.** Customer is solely responsible for delivering the Equipment to the specified Service Location, including bearing the risk of loss or damage of Equipment during transport. However, Baxter will bear the cost of freight. Baxter is solely responsible for returning the Equipment, to Customer's designated "ship to" address, including the cost of freight and the risk of loss or damage of Equipment during transport. Equipment will be shipped by Baxter to Customer via UPS or other commercial carrier selected by Baxter. For further information or instructions regarding shipping, Customer should contact Baxter at 1-800-356-3454.
- Estimated Services Completion Timeframe and Related Expenses.** Baxter will use commercially reasonable efforts to complete repairs within a reasonable period of time after the Equipment is received by Baxter at the Service Location. Baxter makes no representation or warranty herein as to any specific deadline or period of completion for any Services hereunder, and Customer agrees that Customer is solely responsible for arranging for and payment of short-term rental costs, leasing costs and other costs associated with any replacement or supplemental equipment Customer may deem necessary or appropriate during the period of time that Equipment is receiving Services hereunder.
- Equipment Listing.** The Equipment included under this Agreement is listed on Appendix 2, and includes pump and wireless battery module ("WBM") serial numbers and/or MAC addresses. Only Equipment matching a specifically identified serial number/MAC address as listed on Appendix 2 will receive Services under this Agreement.
- Service Plans.** Customer has agreed and selected the following Service Plan for all the Equipment.

☒ **Basic Plan:** Services Include labor and parts required to restore the Equipment to its published operating specifications. Fluid Ingress and Accidental damage coverage is not included.

Annual Service Fee per Unit of Equipment:

- ☒ \$142 for 1 year of Service
☐ \$131 for 2 years of Service

☐ **Silver Plan:** Services Include labor and parts required to restore the Equipment to its published operating specifications, in addition to fluid ingress coverage.

Annual Service Fee per Unit of Equipment:

- ☐ \$205 for 1 year of Service
☐ \$163 for 2 years of Service

☐ **Gold Plan:** Services Include labor and parts required to restore the Equipment to its published operating specifications, in addition to fluid ingress and accidental damage coverage. Equipment deemed unrepairable will be replaced by a recertified equivalent.

Annual Service Fee per Unit of Equipment:

- ☐ \$252 for 1 year of Service
☐ \$200 for 2 years of Service

☐ year. The table below describes the number of units of Equipment, the annual Service Fee per unit of Equipment and the length of Service. The Service Fee per Unit shall be firm for the Term of this Agreement. Baxter will invoice Customer the Service Fee per Unit for all Units of Equipment listed above beginning on the Services Commencement Date. Payment terms are Net 30 days.

Description (Product Code)	Quantity (In Units of Equipment)	Annual Service Fee per Unit of Equipment	Length of Service (Years)	Total Price (Quantity X Annual Service Fee per Unit X Length of Service)
Full Service - Basic	962	\$142	1	\$136,604.00 (\$11,383.66 per month)
				Total \$136,604.00

8. **Complete Agreement.** This Agreement and any applicable Appendixes (including the terms and conditions in Appendix 1 and all attachments references therein) constitute the entire agreement between the Parties pertaining to the subject matter hereof. Any and all prior or contemporaneous written or oral agreements, proposals, or statements between the Parties pertaining to the subject matter hereof shall be of no force and effect, and each Party expressly disclaims reliance on any representation, inducement or promise not set forth herein. Any attempts to modify this agreement through a purchase order, or other means, shall not be effective. Any modifications to this Agreement must be made in writing and signed by both Parties. No handwritten changes will be given effect unless independently initiated by both Parties. Waiver of any term or provision shall not be construed as a waiver of any other term or provision or as a continuing waiver. In the event of a conflict between this Agreement and any Appendixes, the Terms and Conditions of this Agreement shall prevail.

This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

By providing an electronic or handwritten signature, the individual signing the Agreement on behalf of the Customer represents and warrants authorization to sign this Agreement and full authority to bind Customer to the terms and conditions herein.

San Bernardino County on behalf of
Arrowhead Regional Medical Center

Signature: *Dawn Rowe*

Name: Dawn Rowe

Title: Chair, Board of Supervisors

Date: DEC 05 2023

Baxter Healthcare Corporation

Signature: *Marij Pollock*

Name: Marij Pollock

Title: Sr Contract Analyst

Date: 11/8/2023

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





Baxter Healthcare Corporation
1 Baxter Parkway, DF 3-2
Deerfield, Illinois 60015

Shipping Account No: 34227002, 34227005
Billing Account No: 34227002

Appendix 1 Standard Terms and Conditions of Service Spectrum Pump Service Plan

1.0 SCOPE OF COVERAGE FOR ALL SERVICE PLANS

This extended service contract covers the Baxter SIGMA Spectrum Infusion System and the accessories contained in its original packaging.

- 1.1 Unless otherwise provided elsewhere in this Agreement, all replacement parts are furnished at no charge on an exchange basis and the parts removed by Baxter become the property of Baxter and may be retained or destroyed at the sole discretion of Baxter.
- 1.2 Equipment identified in this Agreement is subject in each case to acceptance by Baxter for Services.
 - i. Each item of Equipment must be functionally operable in accordance with its written specifications on the Services Commencement Date of this Agreement; and
 - ii. If the Equipment is part of a Single System as defined below, all other equipment within that Single System must be included in the Equipment Listing. For purposes of this Section, a "Single System" means a combination of equipment, including one infusion pump unit, one battery (WBM only), one pole clamp, and one power cord which are designed to operate in conjunction with each other.
- 1.3 All labor and parts required to render the Equipment functionally operable on the Services Commencement Date shall be Customer's responsibility unless the parties agree to have Baxter perform this work as an Extra Service as defined in Section 6.2. Baxter may inspect and test the Equipment to determine if it is functionally operable for purposes of this Section 1.3

2.0 Additional scope of coverage for Silver Service Plan (Fluid Ingress).

- 2.1 The Silver Plan covers any operational or mechanical failure caused by fluid ingress (e.g. liquid contact, leaking solutions, improper cleaning) that arises from normal daily usage of the Equipment as intended for such Equipment.
- 2.2 If during the Term Customer submits a valid claim notifying Baxter-Technical Support that the Equipment has failed due to fluid ingress, then Baxter will provide all labor and parts required to render the Equipment functionally operable.
- 2.3 If during the Term Customer submits a valid claim notifying Baxter-Technical Support that the Equipment has failed due to a defect or fluid ingress, Baxter will, subject to the exclusions described below, either
 - i. repair the Equipment using new parts, or
 - ii. exchange the Equipment with a replacement part or Equipment that is new or equivalent to new in performance and reliability.
- 2.4 Under this Plan, Equipment deemed unrepairable will be replaced by a recertified equivalent. Baxter will replace up to 25% of the aggregate units of Equipment listed on Appendix 2, and no more under this Agreement, even if additional units of Equipment are deemed unrepairable.
- 2.5 Fluid ingress coverage is limited to 25% of the aggregate units of Equipment listed on Appendix 2.

3.0 Additional scope of coverage for Gold Service Plan (Fluid Ingress and ADH)

- 3.1 The Gold Plan covers any operational or mechanical failure caused by accidental handling ("ADH") and fluid ingress (e.g. liquid contact, leaking solution, improper cleaning) that arises from normal daily usage of the Equipment as intended for such Equipment.
- 3.2 ADH coverage does not include protection against normal wear and tear, theft, misplacement, reckless, abusive, willful or intentional conduct associated with handling and use of the Equipment. Baxter may request that Customer provide an explanation of where and when the accident occurred with a detailed description of the actual event. Baxter will deny a claim if Customer fails to provide information relating to the accident when requested.
- 3.3 If during the Term Customer submits a valid claim notifying Baxter-Technical Support that the Equipment has failed due to a defect or accidental damage from handling or fluid ingress, Baxter will, subject to the exclusions described below, either
 - iii. repair the defect using new parts or
 - iv. exchange the Equipment with a replacement part or Equipment that is new or equivalent to new in performance and reliability.

- 3.4 Under this Plan, Equipment deemed unrepairable will be replaced by a recertified equivalent. Baxter will replace up to 25% of the aggregate units of Equipment listed on Appendix 2, and no more under this Agreement, even if additional units of Equipment are deemed unrepairable.
- 3.5 ADH and fluid ingress coverage is limited to 25% of the aggregate units of Equipment listed on Appendix 2.

4.0 EXCLUSIONS

Baxter shall not have any obligation to Customer hereunder if the Service claim results from or arises out of:

- 4.1 Installation, removal or disposal of the Equipment.
- 4.2 Customer's or any third party's error, neglect, or abuse or damage resulting from improper packaging or handling of the Equipment.
- 4.3 Equipment that is used for a purpose other than that for which it was designed.
- 4.4 Customer's failure to provide a suitable environment for the Equipment or meet the Manufacturer's installation manual requirements, including, but not limited to, proper electrical power, air conditioning, and humidity control.
- 4.5 Customer's failure to maintain the Equipment in accordance with the routine maintenance requirements set forth in any manual's covering the Equipment.
- 4.6 Repair or service made or attempted by any party other than Baxter authorized personnel without Baxter's prior written consent.
- 4.7 "Alterations", which shall include, but shall not be limited to, any deviation from the Manufacturer's physical, mechanical, or electrical design of the Equipment.
- 4.8 "Attachments", which are defined as devices which the Equipment Manufacturer has not specifically designated as compatible with the Equipment, but which are nevertheless mechanically, electrically, or electronically connected to the Equipment.

Further, this Service Plan does not cover:

- 4.9 Occurrences during the transportation of the Equipment from the Customer to Baxter including accidents or disasters, which shall include, but not be limited to, fire, flood, water, wind, lightning, earthquake, and termination of or surge in electric current.
- 4.10 Equipment with a serial number that has been altered, defaced or removed.
- 4.11 Equipment that has been modified to alter its functionality or capability without the written permission of the manufacturer.
- 4.12 Equipment that has been lost or stolen. This Service Plan only applies to Equipment returned to Baxter in its entirety.
- 4.13 The Service Plan does not apply to preventive maintenance on the Equipment.
- 4.14 Cosmetic damage to the Equipment, including, but not limited to, scratches and dents that do not otherwise affect the functionality of the Equipment.
- 4.15 Specific Parts/Accessories:
 - i. Standard Battery: standard batteries are not included and are not covered under any Service Plan.
 - ii. Wireless Battery Modules ("WBM"): The Service Plan covers the defects in materials or workmanship of the WBM; however the battery cell portion of the WBM is not covered under this plan. **FLUID INGRESS TO THE WBM IS COVERED IN THE SILVER AND GOLD SERVICE PLAN AND IS NOT INCLUDED IN THE BASIC PLAN.**
 - iii. AC Power cord: Damage to power cords at the prongs or due to exposed/cracked wires or the accessory connection port to the pump are not considered issues in workmanship and are excluded from coverage.

5.0 SERVICE OPTIONS

Baxter will provide the Services through the following method:

- 5.1 Depot service. Services for Equipment are typically performed at Baxter's Medina, NY Service depot. Cost for packaging material and shipping of the Equipment to Baxter's service depot are the responsibility of Baxter. Once service is complete Baxter will return the Equipment to Customer at no cost with shipping materials included. The

- common carrier.
- 5.2 Baxter reserves the right to change the method by which it may provide repair or replacement service to Customer or the Equipment's eligibility to receive a particular method of service.
- 6.0 CHARGES**
- 6.1 Baxter's standard payment terms for customers with approved credit are net thirty ("30") days from date of invoice.
- 6.2 Any service provided by Baxter outside the scope of the Services or at any location other than a specified Service Location will be furnished as an "Extra Service" at Baxter's then standard rates for time and material unless such service is otherwise covered by a separate agreement then in effect between Customer and Baxter. Extra Services may include, but are not limited to, Service performed by Baxter on Equipment where no failure is found; that is, Baxter has concluded that no repair is required for the Equipment.
- 6.3 Services may be suspended with notice by Baxter if payment is not received when due. Services shall resume when such payment owed is made to Baxter.
- 7.0 EXTENT OF LIABILITY**
- 7.1 BAXTER MAKES NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY DAMAGES THAT ARE OR INCLUDE LOST REVENUES, LOST PROFITS, LOSS OF DATA OR OTHER INFORMATION, OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE EQUIPMENT, UNLESS, AND ONLY TO THE EXTENT, THAT IT IS DIRECTLY CAUSED BY THE NEGLIGENCE OF THE OTHER PARTY IN PERFORMING ITS OBLIGATIONS UNDER THIS AGREEMENT. EXCEPT IN THE CASE OF BODILY HARM (INCLUDING DEATH) OR PROPERTY DAMAGE CAUSED BY BAXTER'S NEGLIGENCE OR WILLFUL MISCONDUCT, IN THE EVENT OF ANY BREACH OF THE AGREEMENT, CUSTOMER'S EXCLUSIVE REMEDY UNDER THIS AGREEMENT SHALL BE REPAIR OR REPLACEMENT OF THE EQUIPMENT.
- 7.2 Baxter shall not be responsible for any loss, damage or delay or failure to provide Service caused by acts of government, strikes, fire, explosions, theft, riots, flood, civil disorder, war, unusually severe weather, acts of God, the failure of others to supply parts, materials, or supplies in a timely manner, or any other cause beyond Baxter's reasonable control.
- 7.3 Customer represents that it is the owner or lessee of the Equipment. In addition, Customer represents that there are no outstanding liens, security interests, or other encumbrances held by any third party on any Equipment, or if such encumbrances exist, that the third party has consented to the Customer obtaining the Service.
- 8.0 MISCELLANEOUS PROVISIONS**
- 8.1 A party may assign this Agreement only with the written consent of the other party, such consent not to be unreasonably withheld. Notwithstanding the foregoing, either party may assign this Agreement to an affiliate or in connection with a reorganization, merger or as the result of a sale of a controlling equity interest or a sale of all or substantially all of its assets; provided that if Baxter assigns this Agreement to an entity that Customer is legally prohibited from doing business with, Customer may terminate the Agreement immediately upon notice to Baxter.
- 8.2 This Agreement represents the entire agreement between Baxter and the Customer concerning the Services and supersedes all prior written and oral negotiations, representations, and agreements concerning the maintenance of the Equipment.
- 8.3 This Agreement, including the documents incorporated in it, may be amended from time to time only by a written instrument signed by an authorized representative of each party.
- 8.4 If any provision of this Agreement is declared invalid, illegal, or unenforceable under any applicable law, such provision shall be deemed omitted from this Agreement, but the remaining provisions shall continue in effect.
- 8.5 Sections 7.0, 8.8, 8.9, and 8.13 shall survive termination or expiration of this Agreement.
- 8.6 Either party may terminate this Agreement at anytime with thirty (30) days written notice to the other party. The termination may be as to the entire Agreement or for any individual Equipment under this Agreement. Customer's Hospital Director is authorized to terminate this Agreement on behalf of Customer. Further if Customer upgrades to another Baxter infusion device or devices and leases such new device or devices, this Agreement will be cancelled effective on the date such new lease commences, and Baxter will issue a credit for any pro-rated balance. If the upgrade involves the purchase of any Equipment, any remaining months on this Agreement will be applied immediately following the one year standard warranty on such new device or new devices.
- 8.7 Customer may obtain Equipment services, which include those relating to ADH coverage and technical support. To obtain such services or support, please access the SIGMA website (sigmapumps.com); email medinatechsupport@baxter.com or call 1-800-356-3454. Upon

- Agreement Number or Equipment Serial Number. Customer should retain a copy of the Extended Service Agreement and Plan along with the covered Serial #s/MAC addresses contained in Appendix 2 as it will be required if there is any question as to Equipment's eligibility for coverage.
- 8.8 This Agreement shall be governed by and construed according to the laws of the State of California. The venue of any action arising hereunder shall be in the state or federal courts of Los Angeles, Riverside, or Orange County Superior Courts to the extent permitted by law.
- 8.9 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. 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 under indemnification.
- 8.10 Baxter hereby represents and warrants that to the best of its knowledge, it is not and at no time in the last 5 years 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, Baxter represents and warrants that at the time of signature, no proceedings or investigations are currently pending or to Baxter's knowledge threatened by any federal or state agency seeking to exclude Baxter from such programs or to sanction Baxter for any violation of any rule or regulation of such programs.
- 8.11 Each party shall ensure that it has all necessary licenses, permits and/or certifications required by Federal, State, County, and municipal laws, ordinances, rules and regulations necessary to perform its obligations under this Agreement. Each party shall maintain these licenses, permits and/or certifications necessary to perform its obligations under this Agreement in effect for the duration of this Agreement. Baxter will notify Customer immediately of loss or suspension of any such licenses, permits and/or certifications that prohibit its ability to perform its obligations under this Agreement. Failure to maintain a required license, permit and/or certification necessary to perform its obligations under this Agreement may result in immediate termination of this Agreement.
- 8.12 Baxter shall comply with the insurance requirements attached hereto as Attachment A and incorporated herein by this reference.
- 8.13 Baxter agrees to indemnify, defend and hold harmless Customer and its authorized officers and employees from any and all third party claims, actions, losses, damages and/or liability (together, "Claims") that Customer may incur as a result of any actions, claims, or demands by third parties, but only to the extent the Claims arise from any bodily injury or tangible property damage caused by the negligent acts or omissions or willful misconduct of Baxter under this Agreement; provided, however, that Customer (i) gives prompt written notice to Baxter of such third party actions, claims, or demands, (ii) gives Baxter through its counsel sole control over the defense and/or settlement of the same and gives Baxter all needed information, assistance, and authority to enable Baxter to do so. Notwithstanding the foregoing, Baxter shall not be required to indemnify, defend or hold harmless Customer Representatives to the extent such damage or injury is caused by a Customer Representative's negligence, willful misconduct, or breach of this Agreement.
- 8.14 Baxter has disclosed to the Customer using Attachment B, whether it has made any campaign contributions of more than \$250 to any member of the San Bernardino County Board of Supervisors or other County elected officer (Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney) within the earlier of: (1) the date of the submission of Baxter's proposal to the County, or (2) 12 months before the date this Agreement was approved by the Board of Supervisors. Baxter acknowledges that under Government Code section 84308, Baxter is prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or County elected officer for 12 months after the County's consideration of the Agreement.

In the event of a proposed amendment to this Agreement, Baxter will provide the Customer 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 Baxter or by a parent, subsidiary or otherwise related business entity of Baxter.

**Appendix 2
Covered Equipment
Serial Number List**

To be inserted or attached if necessary, please include both pump serial # as well as the accompanying WBM serial#/MAC address that make up each infusion system.

Infusion System #	Pump Serial #	Battery Serial #
1	1005963	0004F3209866
2	1007794	0004F3209E82
3	1009564	0004F3209EA6
4	1010354	0004F320AEB9
5	1011937	0004F320C47B
6	1012996	0004F320CC4D
7	1014275	0004F320CCA4
8	1014281	0004F320DD42
9	1014303	0004F320EA57
10	1014306	0004F3214887
11	1014335	0004F321624F
12	1014601	0004F3216259
13	1014603	0004F32183FF
14	1014807	0004F321847E
15	1015571	0004F321848D
16	1015856	0004F32184D4
17	1015995	0004F3218654
18	1016313	0004F3218665
19	1016388	0004F321907E
20	1017226	0004F321C15C
21	1017274	00409D66B0D3
22	1017301	00409D66BDB2
23	1017331	00409D66C021
24	1017339	00409D66C17D
25	1027074	00409D66C2C0
26	2000481	00409D66C2F3
27	2000563	00409D66C4B7
28	2000629	00409D66C579
29	2001020	00409D66C71C
30	2001051	00409D66C7AD
31	2001086	00409D66C7B0
32	2001112	00409D66C7B5
33	2001125	00409D66C927
34	2001153	00409D66C976

35	2001187	00409D66C979
36	2001241	00409D66C97D
37	2001276	00409D66CA04
38	2001326	00409D66CA07
39	2001443	00409D66CA0A
40	2001575	00409D66CA2E
41	2001666	00409D66CA32
42	2001706	00409D66CA39
43	2001716	00409D66CA47
44	2002051	00409D66CA50
45	2002067	00409D66CA68
46	2002137	00409D66CAB8
47	2002141	00409D66CB17
48	2002191	00409D66CB40
49	2002208	00409D66CB5B
50	2002371	00409D66CBB3
51	2002407	00409D66CBD8
52	2002515	00409D66CC1D
53	2002517	00409D66CC58
54	2002670	00409D66CC5E
55	2002978	00409D66CD32
56	2003412	00409D66CD35
57	2003434	00409D66CD91
58	2003494	00409D66CDBC
59	2004027	00409D66CDCB
60	2004038	00409D66CDE6
61	2004071	00409D66CE54
62	2004080	00409D66CE61
63	2004682	00409D66CE8C
64	2004810	00409D66CE8F
65	2005219	00409D66CE95
66	2005236	00409D66CE9E
67	2005307	00409D66CEAE
68	2005365	00409D66CEB9
69	2005761	00409D66CECC
70	2006082	00409D66CF1C
71	2006242	00409D66D08A
72	2006252	00409D66D0B1
73	2006411	00409D66D0F2
74	2006595	00409D66D0FA
75	2007052	00409D66D0FE
76	2007144	00409D66D1BC
77	2007215	00409D66D2CA

78	2007240	00409D66D2EA
79	2007388	00409D66D3CC
80	2007592	00409D66D3FA
81	2007922	00409D66D41D
82	2007995	00409D66D42C
83	2027593	00409D66D437
84	2028771	00409D66D45B
85	2040301	00409D66D45F
86	2042958	00409D66D475
87	2049769	00409D66D48D
88	2051591	00409D66D49D
89	2055673	00409D66D4B7
90	2056625	00409D66D4C0
91	2057256	00409D66D4EB
92	2057920	00409D66D556
93	2058021	00409D66D561
94	2058851	00409D66D572
95	2058886	00409D66D5F7
96	2058923	00409D66D62C
97	2060871	00409D66D637
98	2061256	00409D66D64B
99	2062405	00409D66D653
100	2062695	00409D66D665
101	2068388	00409D66D66E
102	2068766	00409D66D688
103	2070137	00409D66D6C3
104	2074268	00409D66D6CB
105	2076409	00409D66D733
106	2076529	00409D66D761
107	2077929	00409D66D907
108	2079054	00409D66D95C
109	2079346	00409D66D9A4
110	2081605	00409D66D9CD
111	2082310	00409D66D9DE
112	2083343	00409D66DA4E
113	2083371	00409D66DA57
114	2083738	00409D66DA5E
115	2087951	00409D66DA67
116	2088276	00409D66DA7F
117	2089132	00409D66DA8E
118	2089322	00409D66DAAE
119	2089457	00409D66DACE
120	2090197	00409D66DAD4

121	2090658	00409D66DAF8
122	2091115	00409D66DAFC
123	2091388	00409D66DB12
124	2091490	00409D66DB26
125	2092428	00409D66DB40
126	2093411	00409D66DB48
127	2093749	00409D66DB51
128	2093974	00409D66DB52
129	2095339	00409D66DB57
130	2095989	00409D66DB6F
131	2096061	00409D66DB70
132	2096260	00409D66DB75
133	2096301	00409D66DB9C
134	2096309	00409D66DB9E
135	2096320	00409D66DBAC
136	2096439	00409D66DB84
137	2096452	00409D66DBC0
138	2096507	00409D66DBEA
139	2096529	00409D66DBEC
140	2096556	00409D66DBF4
141	2096676	00409D66DBF6
142	2096684	00409D66DC06
143	2096686	00409D66DC32
144	2096715	00409D66DC5A
145	2096719	00409D66DCB2
146	2096721	00409D66DCB9
147	2096739	00409D66DCCC
148	2096747	00409D66DCF0
149	2096757	00409D66DD19
150	2096777	00409D66DD39
151	2096780	00409D66DD3E
152	2096782	00409D66DD50
153	2096785	00409D66DD74
154	2096799	00409D66DD90
155	2096807	00409D66DDA3
156	2096813	00409D66DE49
157	2096821	00409D66DE58
158	2096823	00409D66DF07
159	2096824	00409D66E01C
160	2096825	00409D66E0E1
161	2096828	00409D6716E9
162	2096909	00409D6733AE
163	2096915	00409D6737A4

164	2096918	00409D6740BF
165	2096939	00409D6740EF
166	2096949	00409D67410E
167	2096993	00409D674137
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734	867205	00409D4A9536
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737	867240	00409D4A953F
738	867381	00409D4A9545
739	867384	00409D4A9549
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742	867428	00409D4A9571
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745	867445	00409D4A95FB
746	867474	00409D4A9632
747	867491	00409D4A9639
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762	867677	00409D4A9693
763	867686	00409D4A9694
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777	867974	00409D4A9781
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783	868214	00409D4A98E8
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787	868363	00409D4A9991
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793	868410	00409D4A999B
794	868505	00409D4A999C
795	868508	00409D4A999D
796	868509	00409D4A999B6
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813	881255	00409D4A9AB5
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817	889105	00409D4A9AC5
818	895030	00409D4A9AC8
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821	910742	00409D4A9AD9
822	911026	00409D4A9AE0
823	911477	00409D4A9B27
824	911641	00409D4A9B2F
825	911790	00409D4A9B31
826	911851	00409D4A9B34
827	912051	00409D4A9B3A
828	912057	00409D4A9B3C
829	912268	00409D4A9B3D
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842	919797	00409D52E08F
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848	933437	00409D58F8EE
849	933910	00409D59042C
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851	935092	00409D59067C

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854	954637	00409D5906DE
855	955887	00409D5906F1
856	956255	00409D590952
857	956376	00409D59096B
858	956451	00409D590974
859	956663	00409D590978
860	956664	00409D5909C2
861	956669	00409D5909F4
862	956687	00409D5909FC
863	956706	00409D590A0C
864	956799	00409D590A0D
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866	959233	00409D590AEB
867	959864	00409D590B2A
868	960226	00409D591D95
869	960227	00409D592049
870	960593	00409D592059
871	960846	00409D592503
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878	962233	00409D5927C7
879	962622	00409D5928DB
880	962640	00409D5928E5
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883	963738	00409D592B61
884	963771	00409D592B8C
885	964474	00409D592C04
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892	974522	00409D592CAB
893	975123	00409D592CAD
894	975664	00409D592CE2

895	975801	00409D592CE3
896	976025	00409D592CED
897	976271	00409D592CF2
898	976467	00409D592D05
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909	979519	00409D59304D
910	979550	00409D596807
911	979668	00409D59AD34
912	980822	00409D59AF3A
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915	981714	00409D59F308
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918	981911	00409D59F30D
919	981913	00409D59F30F
920	981967	00409D59F31B
921	981989	00409D59F31F
922	982017	00409D59F34E
923	982068	00409D59F358
924	982079	00409D59F35D
925	982098	00409D59F378
926	982176	00409D59F379
927	982178	00409D59F3E9
928	982180	00409D59F3EA
929	982184	00409D59F3EB
930	982306	00409D59F400
931	982346	00409D59F401
932	982653	00409D59F402
933	982654	00409D59F42A
934	982691	00409D59F5BE
935	983268	00409D59F5C0
936	984328	00409D59F760
937	984337	00409D59F78A

938	984395	00409D59F78B
939	984922	00409D59F795
940	985056	00409D59F7A0
941	985057	00409D59F7A2
942	985058	00409D59F7A7
943	985059	00409D59F7B4
944	985236	00409D59F7B5
945	985471	00409D59F7CF
946	985574	00409D59F7D5
947	985710	00409D59F7DB
948	986129	00409D5A0CCA
949	986260	00409D5A0ED1
950	986436	00409D5A108A
951	986487	00409D5A1463
952	986528	00409D5A14B2
953	986534	00409D5A1546
954	986535	00409D5A1556
955	986852	00409D5A15A5
956	986889	00409D5A170E
957	987010	00409D5A1BD9
958	987011	00409D5A1C53
959	987052	00409D5A1E75
960	988838	00409D5A1E81
961	990237	00409D5A1E80
962	995816	00409D5A203B

ATTACHMENT A
INSURANCE REQUIREMENTS

Baxter agrees to either self-insure or provide insurance set forth in accordance with the requirements herein.

1. Without in anyway affecting any indemnity obligations provided and in addition there to, Baxter shall secure and maintain throughout the contract term the following types of insurance with limits as shown or elect to self-insure:
 - 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 and all risks to such persons under this contract.
 - b. Commercial/General Liability Insurance – Baxter shall carry General Liability insurance covering all operations performed by or on behalf of Baxter 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 and two million dollars (\$2,000,000) in aggregate.
 - c. Automobile Liability Insurance – 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.
 - d. Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements.
2. **Additional Insured.** General Liability and automobile liability policies, shall name Customer as additional named insured with respect to liabilities arising out of the performance of services hereunder, subject to the liabilities and indemnifications in this agreement and always subject to the terms and conditions of the insurance policy.
3. **Waiver of Subrogation Rights.** Baxter shall waive all rights of subrogation against Customer on General Liability, subject to the liabilities and indemnifications in this agreement and always subject to the terms and conditions of the insurance policy.
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 Customer, subject to the liabilities and indemnifications in this agreement and always subject to the terms and conditions of the insurance policy.
5. **Proof of Coverage.** Upon request, Baxter shall furnish Certificates of Insurance or Letter of Self-Insurance to Arrowhead Regional Medical Center evidencing the insurance coverage.
6. **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".



ATTACHMENT B
Senate Bill 1439
Contractor Information Report

DEFINITIONS

Actively supporting the matter: (a) Communicate directly, either in person or in writing, with a member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] with 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; 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 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-subsidiary relationship but meets one of the following criteria:

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

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

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

Contractors must respond to the questions on the following page. All references to "Contractor" in this Attachment refer to Baxter. If a question does not apply respond N/A or Not Applicable.

1. Name of Contractor: Baxter Healthcare Corporation

2. Name of Principal (i.e., CEO/President) of Contractor, if the individual actively supports the matter and has a financial interest in the decision:

NA

3. Name of agent of Contractor:

Company Name	Agent(s)
NA	

4. Name of any known lobbyist(s) who actively supports or opposes this matter:

Company Name	Contact
NA	

5. 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):
NA		

6. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?

Yes ☐

No ☒

7. Name of any known individuals/companies who are not listed in Questions 1-5, 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
NA	

8. Was a campaign contribution, of more than \$250, made to any member of the San Bernardino County Board of Supervisors or other County elected officer on or after January 1, 2023, by any of the individuals or entities listed in Question Nos. 1-7?

No ☒ If no, please skip Question No. 9 and sign and date this form.

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

9. Name of Board of Supervisor Member or other County elected officer: NA

Name of Contributor: NA

Date(s) of Contribution(s): NA

Amount(s): NA

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. 1-7 are prohibited from making campaign contributions of more than \$250 to any member of the San Bernardino County 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.

Mary Pallock
Sr Contract Analyst
11/8/2023
Baxter Healthcare