



WATER TESTING SERVICES AGREEMENT

This **Water Testing Services Agreement** (the "Agreement") is made as of **March 2, 2025** (the "Effective Date") between **Spectra Laboratories, Inc.** ("Spectra") and San Bernadino County ("Facility"). Spectra agrees to provide water sample testing as provided in this Agreement to Facility's business location listed below:

**Arrowhead Regional Medical Center
400 North Pepper Avenue
Colton, California 92324**

1. List of Services and Pricing. Spectra agrees to provide the following pricing for water testing services as well as environmental testing listed in Exhibit A, which are incorporated herein as part of this Agreement.

- a. Water Analysis to AAMI Standards: \$ 83.50 each*
- b. Endotoxin (LAL) Test: \$ 32.50 each*
- c. Water/Dialysate Colony Counts: \$ 10.50 each*
- d. Dialysate Electrolytes + Calcium: \$ 10.00 each*

*Note: \$38.00 supplies/freight surcharge will be billed for each date of service

To the extent that applicable state law requires additional testing or is otherwise required, and is not listed above, such testing will be charged on a fee-for-service basis.

Spectra may, with reasonable advance notice to Facility, adjust the pricing. Any such adjustment may occur no more than once each calendar year. Facility has the right to terminate this Agreement if Facility objects to such pricing increase with ten (10) days' prior written notice.

Facility agrees that Spectra shall be the "Sole Source" for the provision of Services conducted in connection with the Facility's dialysis systems. "Sole Source" means that throughout the Term (defined below) of this Agreement, Spectra shall furnish a minimum of 90% of the Facility's water and environmental testing of those systems used in connection with dialysis treatments at the Facility.

2. Payment. Facility shall pay Spectra the fees set forth in this Agreement or then current fees within thirty (30) days of the invoice date. In the event that Facility does not pay Spectra within thirty (30) days from the invoice date, Facility will pay or arrange to pay Spectra the invoice amount plus an interest rate of one and a half percent (1.5%) per month (to the extent permitted by law).
3. Term and Termination. The term of this Agreement shall commence on the Effective Date and shall continue for two years thereafter. However, either party shall have the right to terminate this Agreement within thirty (30) days prior written notice to the other party.
4. Assignment. Neither party may assign, delegate, or transfer this Agreement without the written consent of the other party, which consent shall not be unreasonably withheld, delayed or conditioned.
5. Limitation on Liability. The parties agree that in no event shall the total cumulative liability of either party for all damages, losses, or causes of action of any nature whatsoever arising under this Agreement

(whether arising in contract, tort, including negligence, or otherwise) exceed the aggregate amount of the fees paid or payable by Facility for the twelve (12) month period previous to event that gave rise to the cause of action.

6. Code of Conduct. As stated in the Fresenius Medical Care Code of Ethics and Business Conduct, Spectra upholds the values of quality, honesty and integrity, innovation and improvement, respect and dignity, as well as lawful conduct, especially with regard to anti-bribery and anti-corruption. Spectra upholds these values in its own operations, as well as in its relationships with business partners. Spectra continued success and reputation depends on a common commitment to act accordingly. Together with Spectra, the Facility is committed to uphold these fundamental values by adherence to applicable laws and regulations.
7. Exclusion. Spectra represents and warrants to Facility that neither Spectra nor its officers, directors, or employees are or have been debarred, suspended, declared ineligible, or excluded from Medicare, Medicaid or any other governmental healthcare programs. In the event Spectra or its officers, directors, or employees is excluded from participation, or becomes otherwise ineligible to participate in any such program during the term of this Agreement, then Facility may immediately terminate this Agreement upon written notice to Spectra.
8. Force Majeure. Neither party shall be liable to the other party for failures or delays in the performance of their obligations under this Agreement due to any act or cause beyond its control and for which it is without fault. Each party shall use its best efforts to remedy or alleviate the impact of any force majeure condition.
9. Governing Law, Venue, Attorneys' Fees. This Agreement shall be governed by and construed according to the laws of the State of California. The parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this Contract will be the Superior Court of California, San Bernardino County, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County, San Bernardino District. 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 and Insurance Requirements.
10. Licenses, Permits, and/or Certifications. Spectra shall ensure that it has all necessary licenses, permits and/or certifications required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations. Spectra shall maintain these licenses, permits and/or certifications in effect for the duration of this Agreement. Spectra will notify County immediately of loss or suspension of any such licenses, permits and/or certifications. Failure to maintain a required license, permit and/or certification may result in immediate termination of this Agreement.
11. Subcontracting. Spectra shall obtain County's written consent, which County may withhold in its sole discretion, before entering into Contracts with or otherwise engaging any subcontractors who may supply any part of the Services to County.
12. Air, Water Pollution Control, Safety and Health. Spectra shall comply with all air pollution control, water pollution, safety and health ordinances and statutes, which apply to the work performed pursuant to this Agreement.
13. Campaign Contributions. Spectra acknowledges that under Government Code section 84308, Spectra is prohibited from making campaign contributions of more than \$250 to any member of the County Board of Supervisors or other County elected officer for 12 months after the County's consideration of the Agreement, and represents that it has not, to date, made such a contribution. In the event of a proposed amendment to this Agreement, Spectra will provide the County a written statement disclosing any campaign contribution(s) of more than \$250 to any member of the County 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 Spectra or by a parent, subsidiary or otherwise related business entity of Spectra.

- 14. Electronic Signature. 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 mail 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.
- 15. Insurance. Spectra agrees to carry commercially reasonable insurance coverage during the term of this Agreement.
- 16. Entire Agreement. This Agreement contains the entire Agreement between Spectra and Facility and supersedes all prior understandings or Agreements of the parties, whether written or oral. Except for pricing increase pursuant to section 1 of the Agreement, no modification of, nor amendment to, this Agreement shall be effective unless in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their names as their official acts by their respective representatives, each of who is duly authorized to execute the same.

SPECTRA LABORATORIES, INC.

ARROWHEAD REGIONAL MEDICAL CENTER

Name: Anthony Graziano
Signed by:

Signature: *Anthony Graziano*
387A223CB3D6497...

Its: Executive Director of Sales

Date: 11/22/2024

Name: Dawn M. Rowe

Signature: *Dawn M Rowe*

Its: Chair, Board of Supervisors

Date: JAN 14 2025

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



Exhibit A

Environmental Pricing

TEST CODE	TEST DESCRIPTION	Price
Environmental Testing		
800W	Water Analysis Panel to AAMI standards	\$ 83.50
	Aluminum, Antimony, Arsenic, Barium, Beryllium, Cadmium, Calcium, Chromium, Copper, Fluoride, Lead, Magnesium, Mercury, Nitrate, Potassium, Selenium, Silver, Sodium, Sulfate, Thallium, Zinc	
	Any test ordered above individually	\$ 12.50
801W	Ph/Conductivity Panel	\$ 12.50
	Conductivity, pH, Resistivity	
50	Iron Water	\$ 12.50
54	Nickel Water	\$ 12.50
57	Phosphorus Water	\$ 12.50
800A	AAMI Dialysate Assay Panel	\$ 83.50
	Aluminum, Antimony, Arsenic, Barium, Beryllium, Cadmium, Calcium, Chloride, Chromium, Copper, Fluoride Lead, Magnesium, Mercury, Nitrate, Potassium, Selenium, Silver, Sodium, Sulfate, Thallium, Zinc	
	Any test ordered above individually	\$ 4.00
801D	Ph/Conductivity Dialysate Panel	\$ 12.50
	Conductivity, pH, Resistivity	
106W	Bicarbonate Dialysate Fluid	\$ 4.00
107W	Calcium Dialysate Fluid	\$ 4.00
105W	Chloride Dialysate Fluid	\$ 4.00
116W	Glucose Dialysate Fluid	\$ 4.00
191	Magnesium Dialysate Fluid	\$ 4.00
108W	Phosphate Dialysate Fluid	\$ 4.00
103W	Potassium Dialysate Fluid	\$ 4.00
104W	Sodium Dialysate Fluid	\$ 4.00
91C	Na, K, Cl and Ca Dialysate Fluid	\$ 10.00
190	Na, K, CO2, Cl and Ca Dialysate Fluid	\$ 14.00
91	Na, K, CO2, Cl, Ca, Mg and Gluc Dialysate Fluid	\$ 22.00
774	Colony Count for Water	\$ 10.50
771	Colony Count for Dialysate	\$ 10.50
773	Colony Count for Bicarbonate	\$ 10.50
774E	Absolute Colony Count for Water	\$ 15.00
771E	Absolute Colony Count for Dialysate	\$ 15.00
773E	Absolute Colony Count for Bicarbonate	\$ 15.00
851	Endotoxin, Water	\$ 32.50
851D	Endotoxin, Dialysate	\$ 32.50
851B	Endotoxin, Bicarbonate	\$ 32.50
780	Culture, Environmental	\$ 11.72
766	Culture, Environmental Organism ID	\$ 11.60

Note: \$38.00 supplies/freight surcharge will be billed for each date of service

Rev Date: 9/7/2016