



Contract Number

20-319 A-3

SAP Number

Arrowhead Regional Medical Center

Department Contract Representative	<u>William L. Gilbert, Director</u>
Telephone Number	<u>(909) 580-6150</u>
 Contractor	 <u>Steris</u>
Contractor Representative	<u>Chris Blankenship</u>
Telephone Number	<u>760-776-5648</u>
Contract Term	<u>September 25, 2020 – September 30, 2025</u>
Original Contract Amount	<u>\$51,617.04</u>
Amendment Amount	<u>\$38,604.36</u>
Total Contract Amount	<u>\$90,221.40</u>
Cost Center	<u>7470</u>

AMENDMENT NO. 3

San Bernardino County ("County") and STERIS ("Steris") agree to amend the terms of the Agreement ("Agreement") fully executed on June 2, 2020 by and between Medivators and County of San Bernardino, as previously amended, as follows, effective as of the date this Amendment is fully executed:

1. For the period of October 1, 2023 through September 30, 2025, the equipment (Serial # 78147431 and Serial # 78147437, collectively, "Equipment") in the Agreement shall receive the Cantel Platinum-Advantage Plus service with each equipment receiving two preventative maintenance inspections and two filter changes annually as set forth in Attachment A-2 to this Amendment.
2. The fees for the services under the Agreement for the Equipment from October 1, 2023 through September 30, 2025 shall be in accordance with Attachment A-2 to this Amendment.
3. The term of the Agreement is extended such that the end date shall be September 30, 2025.
4. The following language is added to the Agreement:

Political Contributions

Steris has disclosed to the County using Attachment A-1, whether it has made any campaign contributions of more than \$250 to any member of the County Board of Supervisors since January 1, 2023. Steris acknowledges that under Government Code section 84308, Steris is prohibited from making campaign contributions of more than \$250 to any member of the County Board of Supervisors or County elected officer for 12 months after the County's consideration of Amendment No. 3 of the Agreement.

In the event of any amendment to this Agreement, Steris 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 the Steris or by a parent, subsidiary or otherwise related business entity of Steris.

5. This Amendment and all attachments may be signed in one or more counterparts, each of which shall be deemed an original but all of which taken together shall constitute one and the same instrument. The parties shall be entitled to sign and transmit an electronic signature of this Amendment and all attachments (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 Amendment upon request.
6. All other terms and conditions of the Agreement shall remain in full force and effect.

SAN BERNARDINO COUNTY

►

Dawn Rowe, Chair, Board of Supervisors

Dated: _____
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
San Bernardino County

By _____
Deputy

STERIS

(Print or type name of corporation, company, contractor, etc.)

By ► _____
(Authorized signature - sign in blue ink)

Name _____
(Print or type name of person signing contract)

Title _____
(Print or Type)

Dated: _____

Address _____

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
► Charles Phan, Deputy County Counsel	► _____	► William L. Gilbert, Director
Date _____	Date _____	Date _____



Attachment A-1

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-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. If a question does not apply respond N/A or Not Applicable. For purposes of this Attachment A-1, all references to "Contractor" refers to Steris.

1. Name of Contractor: Steris

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:

3. Name of agent of Contractor:

Company Name	Agent(s)

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

Company Name	Contact

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):

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

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: _____

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 Amendment, 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 County Board of Supervisors or other County elected officer while award of this Contract is being considered and for 12 months after a final decision by the County.

ATTACHMENT A-2

Equipment Description	Serial #	Dept	Agreement Product	Coverage Type	Annual Price	Total Line Price
FG, ADV SS RAP PAA W/PORT Start Date 10/01/2023	78147437		CANTEL PLATINUM- ADVANTAGE PLUS No. of Annual Inspections		<u>\$ 9,651.09</u>	\$ 19,302.18
FG, ADV SS RAP PAA W/PORT Start Date 10/01/2023	78147431	09/30/2025	CANTEL PLATINUM- ADVANTAGE PLUS No. of Annual Inspections		<u>\$ 9,651.09</u>	\$ 19,302.18
No. of items to be inspected: Billing Frequency:	2 Annually					
					Total Agreement Price:	<u>\$ 38,604.36</u>