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Rev 17.3
RSR039

AGREEMENT

QUOTED AGREEMENT #:	1-916022675/14	**DATE PRINTED:**	02/15/2023
INVOICE TO:	44031 SAN BERNARDINO COUNTY ON BEHALF OF	**PO #:** **PARTS PO #:**	***PO REQUIRED
ATTN:	ARROWHEAD REGIONAL MEDICAL CENTER 400 N PEPPER AVE COLTON, California, 92324	**AGREEMENT TERM:** **BILLING FREQUENCY:**	07/01/2023- 06/30/2024 Monthly

Please return a signed copy of the equipment listing and a hard copy of the purchase order as acceptance to the attention of your contract administrator at:

STERIS Corporation
5960 Heisley Road
Mentor OH 44060

ATTN:	Service Contracts Administration Department **– Healthcare**	Service Contracts Administration Department **– Life Sciences**
PHONE:	1-800-333-8828 with Agreement Questions	1-800-444-9009
FAX:	1-440-392-8932	1-440-350-7077

This agreement cannot be active and no PM inspections performed, until the receipt of a hard copy purchase order showing the payment terms, agreement numbers or serial numbers, start date, applicable taxes and the full value of the contract. The purchase order has to be received no later than the 1st day of the agreement term, or PM Service will be delayed. Providing the PO within the required timeline will ensure we can maintain the agreement term, scheduled PM dates, and maintain contract customer status for preferred unscheduled hourly rates.

Agreement Comments: N/A

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EQUIPMENT LISTING

QUOTED AGREEMENT #: 1-916022675/14
EQUIPMENT ADDRESS: ARROWHEAD REGIONAL MEDICAL CENTER

400 N PEPPER AVE
COLTON, California, 92324

Equipment Description	Serial #	Dept	Agreement Product	Coverage Type	Annual Price	Total Line Price
SONIC CLEANER SEISMIC	0413497008	SP dept. decontam	SelectChoice Agreement	Labor Care	$ 1,582.82	$ 1,582.82
Start Date 07/01/2023	**End Date**	06/30/2024	**No. of Annual Inspections**	2		
RELIANCE 777 WASHER R-L	3627896002	SPD RM GB183	SelectChoice Agreement	Labor Care	$ 20,686.35	$ 20,686.35
Start Date 07/01/2023	**End Date**	06/30/2024	**No. of Annual Inspections**	6		
REL 444 WSHR DBL M DR 460 (BEFORE SN)	3626996005	SPD RM , unit #8	SelectChoice Agreement	Labor Care	$ 5,988.00	$ 5,988.00
Start Date 07/01/2023	**End Date**	06/30/2024	**No. of Annual Inspections**	4		
REL 444 WSHR DBL M DR 460 (BEFORE SN)	3626996004	BASEMENT	SelectChoice Agreement	Labor Care	$ 6,826.32	$ 6,826.32
Start Date 07/01/2023	**End Date**	06/30/2024	**No. of Annual Inspections**	4		
EVOLUTION VAC 66 IN. STM SD HNG LH REC 480V 200R	030121754	SPD	SelectChoice Agreement	Total Care Connect	$ 9,110.51	$ 9,110.51
Start Date 07/01/2023	**End Date**	06/30/2024	**No. of Annual Inspections**	2		
1327 CART & UTENSIL W/DISINF,460-480V,60HZ,ST, DPD	3618417016	SPD	SelectChoice Agreement	Total Care Connect	$ 15,989.71	$ 15,989.71
Start Date 07/01/2023	**End Date**	06/30/2024	**No. of Annual Inspections**	4		
EVOLUTION VAC 66 IN. STM SD HNG LH REC 480V 200R	030391702	SPD	SelectChoice Agreement	Total Care Connect	$ 9,110.51	$ 9,110.51

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Equipment Description	Serial #	Dept	Agreement Product	Coverage Type	Annual Price	Total Line Price
Start Date 07/01/2023	**End Date**	06/30/2024	**No. of Annual Inspections**	2		
EVOLUTION VAC 66 IN. STM SD HNG LH REC 480V 200R	030181705	SPD	SelectChoice Agreement	Total Care Connect	$ 9,110.51	$ 9,110.51
Start Date 07/01/2023	**End Date**	06/30/2024	**No. of Annual Inspections**	2		
EVOLUTION VAC 66 IN. STM SD HNG LH REC 480V 200R	030121754	SPD	NA-Chamber Cleaning Service Agreement	Chamber Cleaning	$ 1,395.00	$ 1,395.00
Start Date 07/01/2023	**End Date**	06/30/2024	**No. of Annual Inspections**	1		
EVOLUTION VAC 66 IN. STM SD HNG LH REC 480V 200R	030391702	SPD	NA-Chamber Cleaning Service Agreement	Chamber Cleaning	$ 1,395.00	$ 1,395.00
Start Date 07/01/2023	**End Date**	06/30/2024	**No. of Annual Inspections**	1		
EVOLUTION VAC 66 IN. STM SD HNG LH REC 480V 200R	030181705	SPD	NA-Chamber Cleaning Service Agreement	Chamber Cleaning	$ 1,395.00	$ 1,395.00
Start Date 07/01/2023	**End Date**	06/30/2024	**No. of Annual Inspections**	1		
ACU-SINQ 2 CHEMISTRY DOSING SYSTEM	8384201	SPD dirty side	SelectChoice Agreement	Total Care Connect	$ 1,000.92	$ 1,000.92
Start Date 07/01/2023	**End Date**	06/30/2024	**No. of Annual Inspections**	2		
ACU-SINQ 2 CHEMISTRY DOSING SYSTEM	8384197	SPD dirty side	SelectChoice Agreement	Total Care Connect	$ 1,000.92	$ 1,000.92
Start Date 07/01/2023	**End Date**	06/30/2024	**No. of Annual Inspections**	2		
M!LINK SOFTWARE SUBSCRIPTION	ML4403101		CONNECTCARE SERVICE PORTAL (IPT)		$ 0.00	$ 0.00
Start Date 07/01/2023	**End Date**	06/30/2024	**No. of Annual Inspections**			

No.of items to be inspected: 14
Billing Frequency: Monthly

Total Agreement Price: $ 84,591.56

The Service Coverage Description set forth in Attachment A and the Terms and Conditions, set forth in Attachment B shall apply to the provisions of services under this Agreement and are incorporated herein by reference.

STERIS Agreement #: 1-916022675/14

[SIGNATURE PAGE FOLLOWS]

STERIS®

San Bernardino County on behalf of Arrowhead Regional Medical Center
(SUBSCRIBER)

By:_____
Name: Dawn Rowe
Title: Chair, Board of Supervisors
Date:
PO #:

STERIS

By:_____
Name: Kevin Johnson
Title: Contracts Manager
Date: 3/8/2023

ATTACHMENT A
SERVICE COVERAGE DESCRIPTIONS

1. Chamber Cleaning Service: Chamber Cleaning Service includes periodic interior surface cleaning of the chamber walls of steam/hi-temp sterilizers included on the Equipment Listing. Unless included in the Service Option selected by Subscriber, the Chamber Cleaning Service does not include any repairs or maintenance discovered during cleaning. All non-abrasive detergents and equipment used in connection with such Chamber Cleaning Service will be will be included in pricing and provided by STERIS. The Equipment Listing indicates the frequency of the chamber cleaning that is included in the Chamber Cleaning Service.

	Chamber Cleaning
Meets OEM Recommended Maintenance	●
Chamber Cleaning Labor	●
Flexible scheduling	●
Chamber Cleaning Supplies	●
Travel Charges	●
Detailed Service Documentation	●

2. Normal Working Hours –The Chamber Cleaning Service will be performed Monday through Friday, or weekends if minimum quantity of (4) four units is met, excluding federal holidays.

ATTACHMENT A

SERVICE COVERAGE DESCRIPTIONS

1. Labor Care – Labor Care Service includes all labor and travel to perform:
   (i) Scheduled preventive maintenance in accordance with STERIS's then-current Preventive Maintenance Check List ("PMCL"); and
   (ii) Unscheduled repair visits. All Parts required to perform preventive maintenance or to perform unscheduled repairs for equipment manufactured by STERIS must be a STERIS OEM part. Preventative Maintenance requires the replacement of all OEM Manufactured parts listed for replacement on the then-current PMCL.

STERIS Service Maintenance Coverage	**Labor Care (Excludes all parts)**
	Support offering that provides coverage for scheduled and unscheduled labor
EQUIPMENT MAINTENANCE	
Meets OEM Recommended Maintenance & Safety Standards	●
Scheduled Maintenance Labor	●
Scheduled Maintenance Parts (where applies)	
Travel Charges	●
Repair Labor	●
Repair Parts	
CUSTOMER SUPPORT	
Priority Technical Support 24/7	●
Customer Care Center	●
Detailed Service Documentation	●
Service Portal	Monthly fee
Troubleshooting Center	
Remote Monitoring	

2. Priority Technical Support – Priority Technical Support service for STERIS equipment for the term of this Service Agreement to include unlimited calls to the STERIS service hotline; calls related to STERIS equipment shall be placed ahead of calls related to equipment that is not registered for Priority Support coverage and STERIS shall route all calls to the appropriate Technical Care Team resource based on the equipment serial number.

3. Normal Working Hours – The Services for surgical equipment will be performed Monday through Friday, 8:00 A.M. to 8:00 P.M., local time, excluding federal holidays ("Surgical Normal Working Hours"). The Services for infection prevention equipment will be performed Monday through Friday, 8:00 A.M. to 5:00 P.M., local time, excluding federal holidays ("IPT Normal Working Hours"). Any Service not performed during the Surgical or IPT Normal Working Hours, as applicable shall be billed at the current applicable rate as set forth in Section 5(a) Attachment B to this Service Agreement.

ATTACHMENT A

SERVICE COVERAGE DESCRIPTIONS

1. Care Connect – Total Care Connect service includes parts, labor and travel to perform:
   (i) Scheduled preventive maintenance in accordance with STERIS's then-current Preventive Maintenance Check List ("PMCL"); and
   (ii) Unscheduled repair visits, provided that parts required during unscheduled repair visits are not subject to the parts exclusions outlined in Section 5(d) of Attachment B to this Service Agreement.

STERIS Service Maintenance Coverage	**Total Care Connect**
	Complete maintenance, repair and connectivity package for those who want the simplest way to cover their investment
EQUIPMENT MAINTENANCE	
Meets OEM Recommended Maintenance & Safety Standards	●
Scheduled Maintenance Labor & Travel	●
Scheduled Maintenance Parts (where applies)	●
Repair Labor & Travel	●
Repair Parts	●

CUSTOMER SUPPORT	
Priority Technical Support 24/7	●
Customer Care Center	●
Detailed Service Documentation	●
Service Portal	●
Troubleshooting Center	●
Remote Monitoring	●

2. Remote Monitoring – If equipment is eligible for Remote Monitoring STERIS will be required to install a Connectivity Board (Machine Data Logger and Transmitter) utilizing LAN drop provided by facility or Cellular connectivity to transmit data.

3. Service Portal – Subscriber will have access to the ConnectCare Service Portal and Troubleshooting Center.

4. Normal Working Hours – The Services for surgical equipment will be performed Monday through Friday, 8:00 A.M. to 8:00 P.M., local time, excluding federal holidays ("Surgical Normal Working Hours"). The Services for infection prevention equipment will be performed Monday through Friday, 8:00 A.M. to 5:00 P.M., local time, excluding federal holidays ("IPT Normal Working Hours"). Any Service not performed during the Surgical or IPT Normal Working Hours, as applicable shall be billed at the then-current applicable rate as set forth in Section 5(a) of Attachment B to this Service Agreement.

5. Priority Technical Support – Priority Technical Support service for STERIS equipment for the term of this Service Agreement to include unlimited calls to the STERIS service hotline; calls related to STERIS equipment shall be placed ahead of calls related to equipment that is not registered for Priority Support coverage and STERIS shall route all calls to the appropriate Technical Care Team resource based on the equipment serial number.

STERIS

Total Care Connect Statement of Work

Period of Performance

The Total Care Connect onboarding process is expected to take up to 5 weeks to complete. The onboarding process and agreement activation will begin with the receipt of purchase order or signed contract. Our goal is to complete onboarding within the 5-week period, if activities are still pending STERIS will continue to work through any final onboarding activities. Once the onboarding process is complete, the Client/Customer will have full access to the Total Care Connect Service Package.

Scope of Work

STERIS shall provide the Implementation and Onboarding Services and Deliverable(s) as follows:

- A walkthrough on-site at Customer facility.
- Completion of Customer requested IT requirements/documents.
- Order and installation of the connectivity kits that enable the ConnectCarefunctionality.
- Activate Service Portal account.
- Conduct in-person training.

Collaboration is required between STERIS and Client to achieve objectives and a list of each parties' responsibilities is listed below.

STERIS Responsibilities

STERIS will complete the following once a PO/signed contract is received from Customer:

Prior to the end of week 1	• Complete an initial walkthrough at Customer facility to capture data drop designations and verify internet access at data drops or use of cellular, LTE-M. Cellular, LTE-M is not available for Customers utilizing Connect Assure Technology, (CAT). • Activate Service Portal account.
Prior to the end of week 2	• Order the required connectivity kits.
Prior to the end of week 3	• Connectivity kits delivered. • Provide MAC addresses to Customer IT contact if required. • Complete Cybersecurity questionnaire/documentation ifrequired.
Prior to the end of week 4	• Confirm & schedule installation & Customer training.
Prior to the end of week 5	• Install the connectivity kits & confirm connectivity on equipment. • Customer training conducted.

Client Responsibilities

The Client will complete the following:

Prior to the end of week 1	• Customer provides Customer champion & any additional attendees to STERIS for initial kick off call. • Provide Customer contacts (Customer champion, SPD Manager, IT Manager, Users of ConnectCare site/app, Customer CISO Representative, Network Admin).

	• Provide Cybersecurity questionnaire/documentation necessary for STERIS to complete.

Prior to the end of week 2	• If equipment currently connected:
	  ○ Verify data drops are internet enabled & DHCP enabled.
	  ○ Enable ports.
	• If equipment is not currently connected:
	  ○ Provide data drop with direct internet access & DHCP enabled.*
	  ○ Enable ports.
	• If utilizing Connect Assure Technology:
	  ○ Static IP's or Reserved DHCP.
	• Clarify any cybersecurity questions if requested.

Prior to the end of week 3	• Provide ConnectCare training roster. • Provide ConnectCare installation & training available dates andtimes.
Prior to the end of week 4	• Approve completed cybersecurity questionnaire/documentation.
Prior to the end of week 5	• Provide IT resource to be on stand-by during install and verification process. • Attend Customer training.

* If unable to provide data drop then Total Care Connect is contingent on Customer permission to use cellular connectivity and a cellular strength test performed by STERIS. Cellular is not an option if utilizing Connect Assure Technology.

Review Checkpoints

STERIS will conduct the following checkpoints:

Type	Purpose	Organizer	Attendees	Frequency	Duration
ConnectCare weekly status meeting	To keep ConnectCare stakeholders informed on Implementation & onboarding status and communicate future activities required.	STERIS	STERIS Client	Weekly	5 weeks

STERIS

Signature

CSR

Title

4/16/2023

Date

San Bernardino County on behalf of Arrowhead Regional Medical Center:

Signature

Title

Date

Attachment B – STERIS Terms & Conditions

1. Terms and Conditions:

a) These terms and conditions ("STERIS's Terms") apply to all Services sold or provided by STERIS pursuant to this Service Agreement. The terms and conditions contained in or referenced by any purchase order or other document issued by Subscriber shall not take precedence over STERIS's Terms unless signed by an authorized representative of both STERIS and Subscriber. No course of dealing, custom or usage that is contrary to STERIS's Terms shall apply.

b) STERIS reserves the right to correct any typographical or clerical errors in price, specifications, quotations or acknowledgements.

2. Services:

Subscriber has selected from the service options described in Attachment A to the Service Agreement ("Service Options") for each piece of equipment (the "Equipment") identified therein (the "Equipment List"). The Service Options selected by Subscriber and the Billable Services are referred to herein as the "Services." STERIS agrees to provide Subscriber with the Services according to STERIS's Terms.

3. Service Parameters:

a) STERIS will perform the Services under this Agreement according to the following parameters and in accordance with the Service Options selected by Subscriber.

b) Recall Alerts – STERIS will provide a recall alert monitoring and notification service for the Equipment.

c) Documentation – The parties agree to provide each other with the following documentation with respect to the Equipment:

- An accurate inventory of the Equipment, the current form of which is included in the Service Agreement.
- Subject to the confidentiality obligations contained in Section 14 below, STERIS will provide Subscriber with copies of all field service corrective maintenance work orders related to the Equipment that is owned or operated bySubscriber.

d) Normal Working Hours – The Services will be performed Monday through Friday, 8:00 A.M. to 5:00 P.M., local time, excluding federal holidays ("Normal Working Hours"). Any Services not performed during Normal Working Hours shall be billed at the then-current applicable rate as set forth on Attachment A to a Service Agreement or as set forth in the Billable Service Request or Quote.

e) Response Time – STERIS will provide the following response times for unscheduled service calls placed through the STERIS Call Center at 1-800-333-8828: (i) initial phone contact with the Subscriber within four (4) hours; and (ii) on-site service within forty-eight (48) hours. All response times are in accordance with Section 3(e) above.

4. Term and Termination:

a) Term – The Term of this Service Agreement is as stated on page one (1) of this Service Agreement.

b) Termination for Insolvency – Either party may terminate this Service Agreement by written notice to the other if such other party shall make any assignment or any general arrangement for the benefit of creditors, shall file a petition or otherwise commence, authorize or acquiesce in the commencement or continuance of a proceeding under any bankruptcy, insolvency, creditors protection or similar law, have any such proceeding filed against it and remain outstanding for thirty (30) days or otherwise become bankrupt or insolvent (however evidenced) or be unable to pay its debts as they fall due and which such failure materially impacts its obligations under this Service Agreement.

c) Termination for Breach – This Service Agreement may also be terminated by either party in the event of a material breach of the terms of this Service Agreement by the other party, provided that the breaching party shall have a period of sixty (60) days following receipt of written notice of an alleged breach of any of the terms of this Service Agreement within which to correct such breach. If the breach is not corrected within that period, the non-breaching party may terminate this Service Agreement immediately by providing written notice of termination. Payment and service will continue until the effective date of the termination. This Service Agreement shall be automatically terminated; provided, however, that as to any item of Equipment on the Equipment List, termination shall occur at the time that such item leaves the exclusive control of Subscriber or where Subscriber permanently discontinues use of the Equipment, without any further obligation of the Subscriber and STERIS other than those obligations incurred by the respective party prior to the date of termination as to the specific item of Equipment at issue.

d) Refunds/Cancellation Charges – If this Service Agreement is terminated by Subscriber other than in accordance with Section 4, Subscriber will pay to STERIS the difference, if any, between

i. the value of the Services provided by STERIS during the then-current term of this Service Agreement, as calculated at STERIS's then-current time and material rates, as of the effective date of such termination; and

ii. the total fees paid by Subscriber during the then-current term of this Service Agreement as of the effective date of such termination. The parties acknowledge and agree that the payment contemplated by this Section 4(d) is not a penalty, but is instead a reasonable attempt to quantify the damages to STERIS in the event of the termination contemplated by this Section 4(d) and that this Section 4(d) is reasonable under the circumstances.

e) End of Term – if the entire value of the Block of Parts and/or Block of Time Contract is not used by Subscriber prior to expiration of this Service Agreement, Subscriber will not be entitled to a refund for any portion of the remaining value of this Service Agreement.

f) Returns / Restocking Charges – STERIS will accept returns of service parts purchased pursuant to this Service Agreement and issue Subscriber a credit for such service parts subject to the following restrictions.

i. Return must be requested within thirty (30) days of the purchase date, as indicated on the packing slip.
ii. Items must be a STERIS catalog item. "Special" or "made to order" items manufactured by STERIS or purchased from a vendor are not eligible for return.
iii. Items must be in "new" condition. Damaged or used items are not eligible for return.
iv. Items must be complete. All accessories, instructions and special packaging material must be included. Incomplete items are subjected to additional restocking charges.
v. If an item is sold sterile, then the item must be in the original, unopened, and undamaged packaging.
vi. If an item has an expiration date, then there must be at least 120 days remaining until the expiration date.
vii. Temperature sensitive and electronic/electrical components are not eligible for return.
viii. Printed circuit boards may be returned only if the seal has not been broken on the package (package has not been opened).
ix. All returns, except those products that are received by Subscriber in damaged or defective condition, are subject to a twenty percent (20%) restocking charge, plus freight, crating, and re-certification charges, as appropriate.

5. Pricing and Payment:

a) Pricing – The prices for the Services under a Service Agreement are set forth in the Service Agreement Equipment List (the "Prices"). After the term, STERIS shall have the right to increase the Prices during any Renewal Term by providing at least sixty (60) days' prior notice of such increase to Subscriber. The prices for Services under a Billable Service Request or accepted Quote are based on STERIS's then-prevailing labor rates and parts prices.

b) Taxes – All charges are exclusive of applicable federal, state or local taxes. Unless Subscriber supplies an exemption or direct payment certificate, Subscriber shall pay, or reimburse STERIS for paying, any such taxes and STERIS may add such taxes to its invoices.

c) Payment – For a Service Agreement, invoices shall be sent to Subscriber on a monthly basis with the exception of Block of Time, Block of Parts and Priority Technical Support Agreements, which will be invoiced in advance on an annual basis. Subscriber shall pay all invoices within forty-five (45) days of receipt. STERIS will be relieved of any obligation to render Services during the period of time in which Subscriber's account is in arrears, provided that STERIS has given Subscriber thirty (30) days' prior written notice. STERIS shall not be obligated to make up or provide reimbursement for Services not performed as a result of Subscriber's delinquent account status.

d) Exclusions – The Services under the Service Agreement do not include, and Subscriber agrees to pay STERIS at its then-prevailing labor rates and parts prices for, any services not included in the Agreement Service Option selected by Subscriber for any given piece of Equipment, including, without limitation, the following:

i. Equipment overhauls, welding, rebuilds, upgrades and/or relocations, door assemblies, Light cameras, surgical monitors or recorders not purchased from STERIS, generators, water tanks, reservoirs, Surgical Table Shrouds, Sonic Tanks, SYSTEM 1e trays and monochrome display. For Life Science Subscribers, all pumps, transducers, or components with a sales price greater than $5,000;
ii. Consumable and expendable items including, but not limited to, filters, cleaning agents, biological and chemical indicators, recording charts, paper, ink pens, ribbons, pen arms, surgical lamps, light handles, batteries, and all hydraulic oils;
iii. Surgical table accessories, hand controls, arm boards, x-ray tops, table pads;
iv. Visits made at Subscriber's request to perform Services on Equipment that was not available, that could not be located, or services outlined as Subscriber responsibility in the equipment operator manual;
v. Services requested by Subscriber due to failure of defective accessory items;
vi. Services or parts requested by anyone other than STERIS, unless authorized in writing by STERIS;
vii. Parts, manuals and/or labor found necessary to bring Equipment up to normal operating condition during the Pre-PM Inspection, provided that if Subscriber does not wish to bring the Equipment up to normal operating condition, STERIS will delete the Equipment from the Equipment List;
viii. Repairs resulting from operator error, misuse, abuse, improper operation or installation, defective accessories, being dropped, fire, loss, theft, utility failure, negligence by any party or other acts beyond the reasonable control of STERIS, or where STERIS determines that in fact no repair is actually required;
ix. Parts or labor required for recall or safety oriented modifications to non-STERIS Equipment;

x. Any repairs that are estimated by STERIS to cost in excess of 50% of the unit's current value (STERIS will provide Subscriber with a written estimate in such cases);
xi. Services performed outside of Normal Working Hours, unless work outside Normal Working Hours is provided for in the Equipment List;
xii. Service lines, shut off valves, disconnect switches or other components not a part of the Equipment unless otherwise specified;
xiii. Any parts for Equipment that is not designated as parts inclusive on the Equipment List;
xiv. Unless the 1st Year Preventive Care Option listed on Attachment A is selected by the Subscriber, preventive maintenance during the Warranty Period for capital equipment is not covered by this Agreement and is available through a separate agreement with STERIS;
xv. All oil changes in excess of the quantity of (2) for all V-PRO units with a standard maintenance agreement are billable events to be charged at then-current parts and labor rates. Oil changes above the standard quantity of (2) may be included in the maintenance agreement for an additional fee; and
xvi. STERIS's obligation to provide the Services will be relieved during the Term if access to parts are no longer available to support product or the product is obsolete from a Parts and Labor coverage level. Subscriber will be given the option to reduce the coverage to Labor Care for the remainder of the Term.

6. Additions or Deletions of Equipment (Applicable to Services Agreements only):

a) Additions or deletions of Equipment to or from the Equipment List under the Service Agreement may be made at any time, subject to both the inspection contemplated by Section 6(b) below and to the advance written agreement of both STERIS and Subscriber. Additions to contract after the 15th (fifteenth) of the month will be effective the 1st (first) of the following month. Additions to contract made before the 15th (fifteenth) of the month will be eligible for immediate coverage but will be invoiced for the entire month. Deletions may be made only where Equipment has been taken out of service. If Subscriber elects to keep an item of Equipment in service after STERIS has determined that the item can no longer be effectively or safely maintained, Subscriber will assume full responsibility for that decision.

b) Prior to the addition of any Equipment to the Equipment List during the term of this Service Agreement, a Pre-PM inspection may be required to verify that the Equipment is operating in accordance with the manufacturer's original equipment specifications (the "Pre-PM Inspection"). The Pre-PM Inspection will be at Subscriber's expense, unless STERIS determines that STERIS is unable to provide services to the Equipment under this Services Agreement.

c) If Remote Monitoring is included in this Service Agreement, it will be enabled on any equipment added to the Agreement that is capable of supporting this feature by the addition of the appropriate hardware (the "Connectivity Hardware"), which hardware shall remain the property of STERIS. If Remote Monitoring is removed before this Service Agreement expires and or the Service Agreement does not renew, STERIS reserves the right to remove the Connectivity Hardware in its sole discretion.

7. Shipment & Delivery (Applicable to Services Agreements only):

a) STERIS shall select the method and carrier for delivery of all service parts. All shipments of service parts by STERIS pursuant to this Service Agreement shall be FOB Origin. Title and risk of loss or damage to the service parts shall pass from STERIS to Subscriber upon delivery to a carrier at point of shipment.

b) Any shipment, delivery, or performance date stated in the Subscriber's purchase order or other document delivered in connection with an order for service parts pursuant of this Agreement is approximate only and does not constitute any guarantee of shipment, delivery, or performance on any particular date.

c) Shipping and handling of any parts covered under the terms of this Service Agreement shall be the responsibility of STERIS with the exception of Exclusions as outlined in Section5(d). Shipping and handling outlined in parts in Section 5(d) will be the responsibility of the Subscriber. Any extra charges incurred for additional services, such as shipment from point specified by Subscriber, or Subscriber's carrier, or special handling at the destination, must be paid by the Subscriber.

8. Equipment Manuals:

Subscriber will be responsible for acquiring any necessary operating and maintenance manuals for non-STERIS equipment covered under this Agreement. The cost of such manuals will be paid by Subscriber.

9. Subscriber's Responsibilities:

a) Access to Equipment – Subscriber shall provide STERIS's personnel with free and safe access to the Equipment on each date that service calls are made pursuant to a Service Agreement, and shall assist STERIS's representative in any reasonable manner (including the provision of appropriate services such as electrical power, water, etc.) in said representative's performance of the Services. Subscriber will make all Equipment available for the Services as scheduled. STERIS will not be responsible for providing the Services for Equipment that is not made available. Subscriber shall be responsible for paying any and all fees or costs associated with security or other facility access requirements. STERIS shall only provide information that it deems reasonable and appropriate to secure access to the facility.

b) Current Vendors – Subscriber, as a contractor of current service vendors, will be responsible for paying
   i. any amounts owed to a vendor that is terminated as a result of this Service Agreement; or
   ii. any amounts owed to STERIS for Services performed prior to the time this Service Agreement either terminates or expires.

c) Employee Training – Subscriber acknowledges that it is the responsibility of Subscriber for ensuring that all personnel permitted to operate the Equipment will be adequately trained and supervised and that the Equipment will be operated in compliance with the manufacturer's instructions and all applicable laws, rules, regulations and/or standards.

d) Parking – Subscriber will provide STERIS personnel with suitable parking facilities, at no charge, while performing the Services.

e) Unauthorized Repair Personnel – Subscriber will permit only STERIS representatives, or any other party acting on behalf of STERIS, to make repairs or to replace parts of the Equipment.

f) Invoices – With respect to services or parts provided by STERIS that are excluded from the Services under the terms of this Service Agreement, such services or parts will be charged at STERIS's then-prevailing rate. Prior to STERIS providing said services, STERIS shall advise Subscriber that the services are excluded under the terms of this Service Agreement. Subscriber will maintain a standing purchase order to cover any such service and parts billing, and will pay all such charges in full within forty-five (45) days of the date of STERIS's invoice. While payment for such services is not part of the Services under a Service Agreement, the rendering of such additional services shall otherwise be subject to STERIS's Terms, notwithstanding the provisions of any purchase order issued by Subscriber.

g) Hazard Communication – Subscriber will provide STERIS with information as to all known hazards or hazardous materials that STERIS's personnel may encounter when working on Equipment and in the environments within which the Equipment is located.

h) If Subscriber elects to utilize Remote Monitoring, Subscriber agrees to the following:

   i. Network Requirements for each connected Equipment
      a. Allow remote security patches/software upgrades to be applied to connected equipment associated with Remote Monitoring and STERIS Equipment.
      b. Make every effort to help resolve lost connectivity between Equipment and connectivity platform such as, but not limited to, resolving networking and computing issues for network connected devices.

   ii. Data Ownership
      a. Service History Records – Records or service requested and documentation surrounding completed work on equipment is data maintained and owned by STERIS and provided to Subscriber.
      b. Cycle Tape information – Equipment cycle information is the property of the Subscriber. By utilizing the ConnectCare technology platform and remote monitoring, Subscriber provides STERIS permission to collect cycle and machine data including, but not limited to, utilize in equipment service, create equipment performance and health insights, improve equipment design and provide operator tips and troubleshooting information to Subscriber.
      c. Equipment Performance and Health Insights – Machine data and cycle data received by STERIS and transformed into equipment performance data and health insights is the intellectual property of STERIS.
      d. Any other transformed machine data – All other data presented through the ConnectCare platform, not limited to that described above, is the property of STERIS.

10. Licenses, Permits, and/or Certifications

STERIS shall ensure that its employees providing Services under this Agreement have all necessary licenses, permits, and/or certifications required by the laws of Federal, State, and municipal laws, ordinances, rules and regulations. STERIS shall maintain these licenses, permits, and/or certifications in effect for the duration of this Agreement. STERIS will notify Subscriber 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. Excused Performance:

STERIS's obligation to provide the Services will be relieved during any period during which STERIS's employees do not have access to Equipment or parts by reason of war, act of terrorism, military action, nuclear hazard, energy shortage, government action, labor unrest, fire, act of God, obsolescence or any other reason not within STERIS's reasonable control. It is understood that certain manufacturers of Equipment may have or may hereafter adopt a policy whereby replacement parts will be sold only to Equipment users. In the event that STERIS notifies Subscriber that a part or parts cannot be obtained directly from a manufacturer by STERIS, Subscriber will use its best efforts to obtain such parts directly from the manufacturer or assist STERIS in obtaining such parts. If a part or parts are so purchased by Subscriber, STERIS will credit Subscriber's account for the cost of such part or parts. STERIS will not be responsible if Equipment is removed from service by virtue of its or Subscriber's inability to obtain necessary replacement parts.

12. Damage to Subscriber's Property

STERIS shall repair, or cause to be repaired, at its own cost, all damages to Subscriber vehicles, facilities, buildings or grounds caused by the willful or negligent acts of STERIS or its employees or agents. Such repairs shall be made immediately after STERIS becomes aware of such damage, but in no event later than thirty (30) days after the occurrence. If STERIS fails to make timely repairs, Subscriber may make any necessary repairs at STERIS' expense.

13. Debarment and Suspension

STERIS certifies that neither it nor its principals or subcontracts is presently debarred, 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). STERIS further certifies that if it or any of its subcontractors are business entities that must be registered with the California Secretary of State, they are registered and in good standing with the Secretary of State.

14. Limited Warranty:

STERIS warrants that the Services and parts, and the labor associated with such parts, provided hereunder will be free from defects in material and workmanship under normal use and operation for a period of ninety (90) days from the date provided (the "Warranty Period"). During the Warranty Period, STERIS will repair such defects or replace any defective parts or labor at STERIS's expense. All replacement parts (whether new or reconditioned) will be of equivalent quality to the parts replaced, and replaced parts will become the property of STERIS. Parts generally considered as expendable during normal use are not covered under this warranty, nor is any repair or part replacement made necessary by operator error, misuse, abuse, improper operation, defective accessories, being dropped, fire, loss, theft, power failure, negligence by any party other than STERIS, or other acts or omissions beyond the reasonable control of STERIS, or where STERIS reasonably determines that in fact no repairs are actually required. EXCEPT AS PROVIDED HEREIN, STERIS MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SUBJECT MATTER HEREOF, SERVICES TO BE PERFORMED BY STERIS PURSUANT TO THE TERMS HEREOF, OR PARTS TO BE SUPPLIED HEREUNDER.

15. Limitation of Liability:

Except for claims based on indemnification, gross negligence, violations of law, or willful misconduct, in no case, whether as a result of breach of contract, breach of warranty or tort (including STERIS's or Subscriber's willful acts or negligence or strict liability) shall STERIS or Subscriber be liable to the other for any consequential or incidental damages incurred by the other, including but not limited to loss of revenue, profits or goodwill.

16. Indemnity:

Nothing contained herein is intended to relieve either STERIS or Subscriber from claims, liability, damages or expenses resulting from bodily injury, including death, or from property damage incurred due to the willful acts, the negligence or the strict liability of that party. STERIS agrees to defend (with counsel reasonably approved by Subscriber), indemnify and hold Subscriber harmless from any and all claims, liability, damages or expenses (including reasonable attorneys' fees) due to personal injuries, including death to employees of STERIS or Subscriber or to third parties and for property damage to the extent caused by the willful acts or the negligence of STERIS, its employees or agents or the strict liability of STERIS.

17. Improper Influence and Consideration:

(a) STERIS shall make all reasonable efforts to ensure that no Subscriber officer or employee, whose position in the Subscriber enables him/her to influence any award of this Agreement or any competing offer, shall have any direct or indirect financial interest resulting from the award of the Agreement or shall have any relationship to the STERIS or officer or employee of the STERIS.

(b) STERIS shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the Subscriber in an attempt to secure favorable treatment regarding this Agreement.

(c) The Subscriber, by written notice, may immediately terminate this Agreement if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the Subscriber with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a Agreement has been awarded.

(d) STERIS shall immediately report any attempt by a Subscriber officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from STERIS. The report shall be made to the supervisor or manager charged with supervision of the employee or the San Bernardino County Administrative Office. In the event of a termination under this provision, the Subscriber is entitled to pursue any available legal remedies.

18. Insurance

STERIS shall comply with the insurance requirements set forth in Attachment C for the term of this Agreement.

19. Non-Disclosure:

Subscriber acknowledges that in the course of preparing to perform and performing the Services, STERIS has spent and will spend considerable effort and expense in compiling information and developing maintenance schedules, reports, protocols and procedures for STERIS's use in administering this Service Agreement. Portions of this information, including but not limited to maintenance schedules, reports, compilations of information, procedure manuals and forms, may be provided to Subscriber and its employees from time to time in written materials (the "STERIS Materials"). In addition, STERIS will make use of a computer system utilizing custom software developed by STERIS at great expense (the "STERIS Software"). Subscriber acknowledges that the STERIS Materials, STERIS Software, and the compilations of data prepared for use with the STERIS Software are the property of STERIS; agrees to treat them as confidential; agrees not to permit their disclosure to any third party; and agrees not to copy or use the STERIS Materials or STERIS Software except in accordance with STERIS's Terms or where disclosure is required by applicable law. Except as otherwise required by law, with respect to a Service Agreement, Subscriber agrees that, upon termination of such agreement, Subscriber agrees to return all STERIS Materials, STERIS Software, or any copies thereof that are within its possession or control (other than reports that have been delivered to Subscriber by STERIS and that must be maintained by Subscriber for regulatory compliance) to STERIS and to refrain from making any claim to or use of the STERIS Materials, STERIS Software and related compilations of data. STERIS agrees that all information of Subscriber that is marked "Confidential" and that comes into STERIS's possession during the term of this Agreement will be treated as such, will be used only for provision of the Services, and will not be disclosed by STERIS to third parties. Subscriber acknowledges that all equipment data (including without limitation all Performance Data) collected through Remote Monitoring shall be considered STERIS confidential information.

20. Notices:

Any notice, instruction or other document pertaining to this Agreement shall be in writing and shall be delivered personally, or sent by United States certified mail, return receipt requested and addressed to Subscriber or STERIS as shown on the face of this contract, unless otherwise specified. Any notice sent to Subscriber should be directed to the attention of the "Hospital Director." If notice is sent by United States certified mail, return receipt requested, notice shall be deemed given two (2) business days after mailing.

21. Severability:

Any portion of this Agreement found to be invalid by a court of competent jurisdiction shall not be cause for the cancellation or invalidation of the remaining clauses set forth therein.

22. Waivers:

The failure by either party to enforce any term of this Agreement shall not act as a waiver of that party's right to insist on later performance of that or any other term or condition in the Agreement, nor shall it act as a waiver of any of the party's rights with respect to the nonperformance.

23. Independent Contractor:

STERIS and Subscriber hereby acknowledge that STERIS shall perform the Services for Subscriber as an independent contractor. Nothing in STERIS's Terms or the Service Agreement shall be construed to create the relationship of employer and employee or principal and agent between STERIS and Subscriber.

24. Attorney's Fees:

If any legal action is instituted to enforce any part's rights hereunder, each party shall bear its own attorney's fees and costs, 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.

25. Complete Agreement, Modification and Applicable Law:

This Service Agreement, including STERIS's Terms and the Attachments hereto, constitutes the entire agreement and understanding between the parties hereto and supersedes all other agreements (whether written or oral) with respect to the subject matter hereof. No waiver or modification shall be effective unless in writing and signed by an authorized representative of each party. No course of dealing or trade usage not contained herein will be binding upon the parties hereto. This Agreement shall be governed by the laws of California and the United States, applicable therein. For the purposes of any legal proceedings arising in connection with this Agreement, each of the parties agrees to the original and exclusive jurisdictions of the San Bernardino County Superior Court, San Bernardino District. 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.

SUBSCRIBER	**STERIS CORPORATION**
By:_____	By: Kevin Johnson
Name:	Name: Kevin Johnson
Title:	Title: Contracts Manager
Date:	Date: 3/8/2023
PO #:	

ATTACHMENT C

Insurance Requirements

STERIS agrees to provide insurance set forth in accordance with the requirements herein.

1. Without in anyway affecting any indemnity obligations provided and in addition thereto, STERIS shall carry and maintain throughout the contract term the following types of insurance with limits as shown:

    (1) 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 accident/disease/policy limit.

    (2) Commercial/General Liability Insurance – STERIS shall carry General Liability Insurance covering ~~all~~ operations performed by or on behalf of STERIS providing coverage for bodily injury and property damage with a limit of one million dollars ($1,000,000), per occurrence. The policy coverage shall include:
        a. Premises operations and mobile equipment.
        b. Products and completed operations.
        c. Property damage (including completed operations).
        d. Explosion, collapse and underground hazards.
        e. Bodily injury.
        f. Contractual liability.
        g. $2,000,000 general aggregate limit.

    (3) 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 one million dollars ($1,000,000) for bodily injury and property damage, each accident.

    (4) Umbrella/Excess Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury. The coverage shall also apply to automobile liability.

    (5) Professional Liability/Errors and Omissions Insurance with limits of one million ($1,000,000) per claim and two million ($2,000,000) aggregate limits

If insurance coverage is provided on a "claims made" policy, the "retroactive date" shall be shown and must be before the date of the start of the contract work. The claims made insurance shall be maintained or "tail" coverage while STERIS commences performance of services hereunder until the completion of such services.

2. **Additional Insured.** ~~All~~ policies including General Liability and Auto Liability, except for Worker's Compensation, Professional Liability/Errors and Omissions policies shall contain endorsements including Subscriber and its officers, employees, agents and volunteers as additional insured with respect to liabilities caused, in whole or in part, by STERIS's performance of services hereunder. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.

3. **Waiver of Subrogation Rights**. STERIS shall require the carriers of required commercial general liability, professional liability, automobile liability, and workers compensation coverages to waive all rights of subrogation against Subscriber, its officers, employees, agents, volunteers, contractors and subcontractors, with respect to amounts covered by STERIS's required insurance policies. All general or auto liability insurance coverage provided shall not prohibit STERIS from waiving in writing the right of subrogation prior to a loss or claim.

4. **Policies Primary and Non-Contributory**. ~~All~~ General Liability and Auto Liability policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by Subscriber.

5. **Severability of Interests**. STERIS 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 STERIS and Subscriber.

6. **Proof of Coverage**. STERIS shall furnish Certificates of Insurance to Arrowhead Regional Medical Center evidencing the insurance coverage at the time the Contract is executed, copies of applicable endorsements, as required shall be provided prior to the commencement of performance of services hereunder. Notice of cancellation will be provided as per policy provisions. STERIS shall maintain such insurance from the time STERIS commences performance of services hereunder until the completion of such services.

7. **Acceptability of Insurance Carrier**. Unless otherwise approved by Risk Management, insurance shall be written by insurers ~~authorized~~ eligible to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".

8. **Failure to Procure Coverage**. In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, Subscriber has the right but not the obligation or duty to cancel the contract.

9. ~~**Insurance**~~ **Review.** Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract and must be agreed to by both customer and STERIS. Any failure, actual or alleged, on the part of Subscriber to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of Subscriber.