



Contract Number

SAP Number

Arrowhead Regional Medical Center

Department Contract Representative	Michelle DeVee, Sterile Processing Department Manager
Telephone Number	909-580-0021
Contractor	Aesculap, Inc.
Contractor Representative	Alan Stout, Dir. Surgical Asset Mgt.
Telephone Number	609-462-2295
Contract Term	June 2, 2020 to June 1, 2021
Original Contract Amount	\$146,200
Amendment Amount	
Total Contract Amount	\$146,200
Cost Center	7470 – Sterile Processing

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, the County of San Bernardino (County) on behalf of Arrowhead Regional Medical Center desires to designate a contractor of choice to provide Surgical Asset Management (SAM) Program services (“Services”) for Arrowhead Regional Medical Center; and

WHEREAS, the County conducted a competitive process through Request for Proposal No. MCR 19-18 to find a contractor to provide these Services, and

WHEREAS, based upon and in reliance on the representations of Aesculap, Inc. (Aesculap or also identified as “Contractor” herein) in its response to the County’s Request for Proposals, the County finds Contractor qualified to provide these Services; and

WHEREAS, the County desires that the Services be provided by Contractor and Contractor agrees to perform these Services as set forth below;

NOW, THEREFORE, the County and Contractor mutually agree to the following terms and conditions:

A. DEFINITIONS

A.1 ARMC – Arrowhead Regional Medical Center

A.2 SPD – Sterile Processing Department

- A.3** OR – Operation Room
- A.4** CSD – Central Service Department (SPD at Arrowhead Regional Medical Center)
- A.5** SAM Program – Surgical Asset Management Program improves efficiencies and surgical asset quality throughout the perioperative work flow.
- A.6** QuickScan – an intensive baseline assessment of surgical instrumentation and reprocessing Practices in the Central Service Department (CSD) and the Operation Room (OR).
- A.7** Asset Analysis – a qualitative and quantitative examination of a surgical instrument fleet
- A.8** Asset Optimization – the process to standardize, optimize and containerize surgical sets and contents.
- A.9** Process Optimization – continues the improvement of quality, efficiency and value of Surgical Asset Management within SPD and the OR.
- A.10** Consignment Sets - instrument sets that are owned by an implant vendor, but are consigned to ARMC and remain there on a permanent basis. Examples of this include trauma, orthopedic, and spine implant sets, neuro, orthopedic or spine navigation system instrument sets, and sets of specialized instrumentation to support proprietary products.
- A.11** Loaner Sets - instrument sets that are owned by an implant vendor and are at the facility on a temporary basis.

B. CONTRACTOR RESPONSIBILITIES

- B.1** Contractor shall assist ARMC in improving efficiencies and surgical asset quality throughout the perioperative work flow as set forth below.
- B.2** Utilize QuickScan™ as an intensive baseline assessment of surgical instrumentation and reprocessing practices in the SPD and the OR. Aesculap consultants will conduct an on-site analysis of instrumentation and reprocessing practices.
- B.3** Asset Analysis: Contractor will perform an Asset Analysis which consists of a qualitative and quantitative examination of ARMC's surgical instrument fleet, and includes an expanded, on-site instrument fleet analysis, which may take the form of count sheet verification for data cleanup or tracking system data population, physical inventory of sets by type, extensive qualitative analysis of fleet or backup stock inventory and cleanup. The Asset Analysis shall include a Set Tile Inventory and a Back-up Stock Inventory, as set forth below:
 - i. Set Title Inventory
 - 1. Contractor shall perform an inventory to determine how many sets are in the ARMC's inventory and where they are stored. This does not include an inventory of what is in each set.
 - 2. The ARMC hospital inventory included in this Asset Analysis include the following:
 - a. OR stainless steel surgical instrument set, Consignment Sets (i.e. Synthes sets), camera sets, and scope sets.
 - 3. The ARMC hospital inventory not included in this Asset Analysis are as follows:
 - a. Loaner Sets, durable medical equipment, other equipment, clinic items/sets, peel packs, back-up/loose instrument inventory, and anesthesia supplies/equipment
 - 4. During a Set Tile Inventory, Contractor shall document the following:
 - a. Set name, service, packaging, sterilization method (steam or low temp), set quantity, location if identified

- b. Sterilization method will be collected based on the last sterilization method used and documented for that set.
 - 5. Contractor will generally perform the Set Title Inventory Saturday through Sunday during the hours of 8:00 a.m. to 5:00p.m., unless otherwise mutually agreed upon by the parties.
 - a. The lead Aesculap consultant will meet with a person designated by ARMC Monday morning immediately following completion of the Set Title Inventory to review the data collected.
- ii. Back-Up Stock Inventory
 - 1. Contractor will conduct a physical inventory and document the quantity and location of instrument patterns comprising the back-up instrument inventory in ARMC's SPD.

B.4 Asset Optimization Process: Contractor shall perform an Asset Optimization analysis and recommend and assist in the restructuring of SPD's existing surgical set contents, set names and the set volume with the goal to standardize, optimize and containerize surgical sets and their contents at ARMC. This process will include the efficient removal of unused instruments from a set leaving only the actual required instrumentation, allow for the excess instrumentation to be created into new sets depending upon the requirements and needs of ARMC, and defining the actual number of recommended sets necessary to maintain safe levels of instrument sets. Inclusive of this process are:

- i. Planning and Conducting an On-Site Visit at ARMC
 - 1. Contractor shall travel to ARMC and meet with ARMC's OR Clinical team to identify scope of Asset Optimization Workshop
 - 2. Determine Initial Project scope and schedule for Workshop
 - 3. Formation of Project Team
 - 4. Complete Asset Optimization Workshop Checklist
 - 5. Create Asset Optimization Workshop Floor Plan
- ii. Workshop(s): Contractor shall conduct workshop(s) with surgeons, nurses and surgical technologists for the following purpose:
 - 1. To identify opportunities for optimization and standardization of surgical instrument sets
 - 2. To demonstrate performance through optimization of individual sets per discipline
 - 3. To interpret and present the data and results of the asset optimization analysis, outcome, and recommendations
- iii. Implementation: Where requested by ARMC, Contractor shall provide assistance with the implementation of Asset Optimization as follows:
 - 1. Contractor shall assist in the planning, ordering of product, scheduling, and level loading of changes (based on total number of sets and number of changes), updating of tracking system data and preferences cards if affected and assisting with set changes
 - 2. Where requested by ARMC, Contractor shall implement changes to instrument sets as recommended during the workshops to improve the quality, efficiency and value of Surgical Asset Management within SPD and OR.
 - 3. Contractor shall complete the Asset Optimization Implementation Checklist and all applicable items referenced therein. A copy of this checklist is attached hereto as Exhibit "A" and incorporated herein by this reference.

B.5 Process Optimization - Sterile Processing Bootcamp: Contractor will provide training and partnership with ARMC to formulate long-term, strategic solutions to implement the SAM Program at ARMC to achieve clinical and financial goals. This will include a Sterile Processing Bootcamp which consists of a two week on-site accredited training and education for SPD technicians, which may be scheduled by ARMC as two one-week training sessions.

B.6 Work Schedule: Contractor's provision of Services as set forth in Section B.1 through B.5 shall be governed by the following work schedule:

i. 6-Month Schedule

1. Asset Analysis: Set Title Inventory – The Set Title Inventory shall be completed within the first month after commencement of work under this Contract
4. Asset Optimization: Planning Visit – The on-site visit to ARMC as part of the Asset Optimization shall be complete within first month after commencement of work under this Contract
5. Asset Optimization: The Asset Optimization workshop shall be conducted prior to the end of the second month after commencement of work under this Contract.
6. Asset Analysis: Back-Up Stock Inventory – The Back-Up Stock Inventory shall be completed before the third month after commencement of work under this Contract.
7. Asset Optimization: The Asset Implementation as described in Section B.4(iii) shall be completed by the fifth month after commencement of work under this Contract.
8. Process Optimization: Sterile Processing Bootcamp – This shall be complete before the sixth month after commencement of work under this Contract.

The parties acknowledge and agree that due to uncertainties surrounding the pandemic affecting the United States at the time of execution hereof, Contractor shall commence work and provision of the Services at such time as both parties are reasonably comfortable such Services can be provided in a manner that is safe and appropriate for the employees of the parties; provided, further, once agreement to proceed is reached Contractor shall commence on-site provision of the Services within four weeks of receipt of notice to proceed from the County.

C. GENERAL CONTRACT REQUIREMENTS

C.1 Recitals

The recitals set forth above are true and correct and incorporated herein by this reference.

C.2 Contract Amendments

Contractor agrees any alterations, variations, modifications, or waivers of the provisions of the Contract, shall be valid only when reduced to writing, executed and attached to the original Contract and approved by the person(s) authorized to do so on behalf of Contractor and County.

C.3 Contract Assignability

Without the prior written consent of the other party, the Contract is not assignable by a party, either in whole or in part.

C.4 Contract Exclusivity

This is not an exclusive Contract. The County reserves the right to enter into a contract with other contractors for the same or similar services. The County does not guarantee or represent that the Contractor will be permitted to perform any minimum amount of work, or receive compensation other than on a per order basis, under the terms of this Contract.

C.5 Attorney's Fees and Costs

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney fees directly arising from a third-party legal action against a party hereto and payable under Indemnification and Insurance Requirements.

C.6 Background Checks for Contractor Personnel

Contractor shall ensure that its personnel assigned to work on County property (a) are authorized to work in the jurisdiction in which they are assigned to perform Services; (b) do not use legal or illegal substances in any manner which will impact their ability to provide Services to the County;

and (c) are not otherwise disqualified from performing the Services under applicable law. If requested by the County and not in violation of applicable law, Contractor shall conduct a background check, at Contractor's sole expense, on all its personnel providing Services. Such background check shall be in the form generally used by Contractor in its initial hiring of employees or contracting for contractors or, as applicable, during the employment-screening process. Contractor personnel who do not meet the County's hiring criteria, in County's sole discretion, shall not be assigned to work on County property or Services, and County shall have the right, at its sole option, to refuse access to any Contract personnel to any County facility.

C.7 Change of Address

Contractor shall notify the County in writing, of any change in mailing address within ten (10) business days of the change.

C.8 Choice of Law

This Contract shall be governed by and construed according to the laws of the State of California.

C.9 Compliance with County Policy

In performing the Services and while at any County facilities, Contractor personnel (including subcontractors) shall (a) conduct themselves in a businesslike manner; (b) comply with the policies, procedures, and rules of the County regarding health and safety, and personal, professional and ethical conduct; (c) comply, to the extent commercially reasonable, with the finance, accounting, banking, Internet, security, and/or other applicable standards, policies, practices, processes, procedures, and controls of the County; and (d) abide by all laws applicable to the County facilities and the provision of the Services, and all amendments and modifications to each of the documents listed in subsections (b), (c), and (d) (collectively, "County Policies"). County Policies, and additions or modifications thereto, may be communicated orally or in writing to Contractor or Contractor personnel or may be made available to Contractor or Contractor personnel by conspicuous posting at a County facility, electronic posting, or other means generally used by County to disseminate such information to its employees or contractors. Contractor shall be responsible for the promulgation and distribution of County Policies to Contractor personnel to the extent necessary and appropriate.

County shall have the right to require Contractor's employees, agents, representatives and subcontractors to exhibit identification credentials issued by County in order to exercise any right of access under this Contract.

C.10 Confidentiality

Pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health (HITECH) Act, regulations have been promulgated governing the privacy of individually identifiable health information. Contractor agrees to fully comply with the terms of HIPAA and HITECH, and regulations promulgated thereunder, and to ensure any Subcontractors utilized to fulfill Services pursuant to this Contract comply with said provisions. Contractor further agrees to comply with the requirements of all other applicable federal and state laws that pertain to the protection of health information.

C.11 Primary Point of Contact

Contractor will designate an individual to serve as the primary point of contact for the Contract. Contractor or designee must respond to County inquiries within two (2) business days. Contractor shall not change the primary contact without written acknowledgement to the County. Contractor will also designate a back-up point of contact in the event the primary contact is not available.

C.12 County Representative

The *Hospital Director* or his/her designee shall represent the County in all matters pertaining to the services to be rendered under this Contract, including termination, and shall be the final authority in all matters pertaining to the Services by Contractor. If this contract was initially

approved by the San Bernardino County Board of Supervisors, then the Board of Supervisors must approve all amendments to this Contract.

C.13 Damage to County Property

Contractor shall indemnify County, pursuant to the indemnification provisions below, for damages to County vehicles, facilities, buildings or grounds to the extent caused by the willful or negligent acts of Contractor or its employees or agents.

C. 14 Debarment and Suspension

Contractor certifies that neither it nor its principals or subcontractors is presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (See the following United States General Services Administration's System for Award Management website <https://www.sam.gov>). Contractor 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.

C.15 Drug and Alcohol Free Workplace

In recognition of individual rights to work in a safe, healthful and productive work place, as a material condition of this Contract, the Contractor agrees that the Contractor and the Contractor's employees, while performing service for the County, on County property, or while using County equipment:

C.16.1 Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.

C.16.2 Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.

C.16.3 Shall not sell, offer, or provide alcohol or an illegal or controlled substance to another person, except where Contractor or Contractor's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

The Contractor shall inform all employees that are performing service for the County on County property, or using County equipment, of the County's objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.

The County may terminate for default or breach of this Contract and any other Contract the Contractor has with the County, if the Contractor or Contractor's employees are determined by the County not to be in compliance with above.

C.16 Duration of Terms

This Contract, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties, provided no such assignment is in violation of the provisions of this Contract.

C.17 Employment Discrimination

During the term of the Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. Contractor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VI and Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act and other applicable Federal, State and County laws and regulations and policies

relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

C.18 Environmental Requirements

In accordance with County Policy 11-08, the County prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. The County requires Contractor to use recycled paper for any printed or photocopied material created as a result of this Contract. Contractor is also required to use both sides of paper sheets for reports submitted to the County whenever practicable.

To assist the county in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB 939), Contractor shall use commercially reasonable efforts to assist in reporting the County's environmentally preferable purchases. Contractor agrees to report on environmentally preferable goods and materials used in the provision of their service to the County, utilizing a County approved form.

C.19 Improper Influence

Contractor shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of the Contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of the Contract or shall have any relationship to the Contractor or officer or employee of the Contractor.

C.20 Improper Consideration

Contractor 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 County in an attempt to secure favorable treatment regarding this Contract.

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

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

C.21 Informal Dispute Resolution

In the event the County determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Contract or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

C.22 Legality and Severability

The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this Contract are specifically made severable. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

C.23 Licenses, Permits and/or Certifications

Contractor 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. The Contractor shall maintain these licenses, permits and/or certifications in effect for the duration of this Contract. Contractor 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 Contract.

C.23 Material Misstatement/Misrepresentation

If during the course of the administration of this Contract, the County determines that Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

C.24 Mutual Covenants

The parties to this Contract mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of “good faith” and “fair dealing”.

C.25 Nondisclosure

Contractor shall hold as confidential and use reasonable care to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, confidential information that is either: (1) provided by the County to Contractor or an agent of Contractor or otherwise made available to Contractor or Contractor’s agent in connection with this Contract; or, (2) acquired, obtained, or learned by Contractor or an agent of Contractor in the performance of this Contract. For purposes of this provision, confidential information means any data, files, software, information or materials in oral, electronic, tangible or intangible form and however stored, compiled or memorialize and includes, but is not limited to, technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data. Contractor may disclose the foregoing information to its affiliates, attorneys and professional advisors who need to know such information and shall be liable for such third parties’ compliance with the terms hereof. The foregoing duties of confidentiality shall not apply to any information that: (i) was, at the time of disclosure, or has later become available to the public through no breach of this Agreement; (ii) was obtained from a third party lawfully in possession of such information that had the legal right to disclose the information without it being subject to a continuing obligation of confidentiality; (iii) was developed by the receiving party independently of and without reference to any furnishing party’s confidential information; (iv) was, at the time of disclosure, already in such receiving party’s possession prior to direct or indirect disclosure pursuant to this Agreement (or any predecessor agreement between the parties governing the confidentiality of such information) without restriction; or (v) is required to be disclose by law. Notwithstanding any other provision in this Contract, Contractor assumes responsibility for the security and confidentiality of County Data under its control. No County Data shall be copied, modified, destroyed or deleted by Contractor other than for normal operation or maintenance of SaaS during the Contract period without prior written notice to and written approval by County. Remote access to County Data from outside the CONUS, including remote access to County Data by authorized SaaS support staff in identified support centers, is prohibited unless approved in advance by the CISO.

The Parties agree to hold each other’s Proprietary or Confidential Information in strict confidence. The Parties agree not to make each other’s Proprietary or Confidential Information available in any form to any third-party or to use each other’s Proprietary or Confidential Information for any purpose other than as specified in this Contract. Each Party agrees to take all reasonable steps to ensure that Proprietary or Confidential Information of the other Party is not disclosed or distributed by its employees, agents or contractors in violation of the provisions of this Agreement. Each Party’s Proprietary or Confidential Information shall remain the sole and exclusive property of that Party. Each Party acknowledges that any use or disclosure of the other Party’s Proprietary or Confidential Information other than as specifically provided for in this Agreement may result in

irreparable injury and damage to the non-using or non-disclosing Party. Accordingly, each Party hereby agrees that, in the event of use or disclosure by the other Party other than as specifically provided for in this Contract, the non-using or non-disclosing Party may be entitled to equitable relief as granted by any appropriate judicial body. The obligations under this Section shall survive the expiration or termination of this Contract and continue in perpetuity; including with regard to trade secrets, which shall remain confidential for so long as the information remains protected as a trade secret. County, and any of County's Affiliates, shareholders, members, officers, employees, agents, or assigns, shall not disclose the terms of this Contract, the existence of this Contract or any matters relating to this matter except:

- (a) As is required to comply with any applicable rules, statutes or regulations of any governmental agency;
- (b) As is necessary to obtain legal, tax or accounting advice (provided that any legal, tax or accounting professional to whom the Contract is disclosed must first agree to be bound by the terms of this Contract concerning confidentiality, and that the Parties shall be responsible for their respective professionals' compliance with the terms of this Agreement);
- (c) In order to enforce the terms of this Contract;
- (d) As required by court order or other rule of law;
- (e) To comply with applicable Rules of Civil Procedure relating to discovery in any litigation; or
- (f) With Contractor's express, written consent. Contractor understands that the County is a public entity subject to, among other laws, decisions, rules and statutes, the Ralph M. Brown Act and the California Public Records Act, and Contractor specifically consents to disclosure of information and writings, including but not limited to this Contract and Contract amendments, as required by law; provided, however, nothing in this Contract shall be construed as a waiver of any defenses or objections to, or notices of such disclosure accorded Contractor under applicable law, and County shall use its best efforts to notify Contractor of any proposed, planned, compelled or requested disclosure as far in advance of such disclosure as is reasonably practicable.

Contractor will maintain and enforce reasonable security safeguards and procedures with respect to the Services and data received from County that are (a) at least equal to industry standards for such types of locations, and (b) which provide reasonably appropriate technical and organizational safeguards against accidental or unlawful destruction, loss, alteration or unauthorized disclosure or access of County Data. Without limiting the generality of the foregoing, Contractor agrees to comply with all applicable data security and privacy laws, statutes and regulations ("Laws"), including applicable Laws relating to the security and privacy of personal information and personally identifiable information ("Personal Information"), in connection with the Services and handling of County Data. In the event of an unauthorized use or disclosure by Contractor, its employees, agents, or subcontractors of Personal Information resulting from Contractor, its employees, agents or subcontractors failing to comply with its obligations under this Contract, Contractor shall take the following action with respect to such unauthorized use or disclosure: (a) to the extent required by applicable law, promptly communicate the nature of the unauthorized use or disclosure to those persons whose Personal Information was or likely was involved in an unauthorized use or disclosure ("Affected Individuals") via written correspondence; (b) defend, indemnify and hold County harmless from and against any third-party claims relating to the unauthorized use or disclosure of Personal Information; and (c) take commercially reasonable actions to mitigate any damages of County relating to the unauthorized use or disclosure of Personal Information. Contractor will promptly report to County any breaches of security or unauthorized access to County Data. Contractor will use diligent efforts to promptly remedy such breach of security or unauthorized access at Contractor's expense.

C.26 Notice of Delays

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, that party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party.

C.27 Ownership of Documents

All documents, data, graphics, and reports prepared by Contractor pursuant to the Contract shall be considered property of the County upon payment for services (and product, if applicable). Upon request all such items shall be delivered to County at the completion of work under the Contract. Unless otherwise directed by County, Contractor may retain copies of such items. Notwithstanding anything herein, Contractor is not transferring any intellectual property to County and all intellectual property owned by a party shall be retained by such party.

C.28 Participation Clause

During the term, the County desires that Municipalities, School Districts, and other Tax Districts within the County of San Bernardino requiring the same services provided herein may at their option and through the County Purchasing agent, avail themselves of this Contract. Upon notice, in writing, the Contractor agrees to the extension of the terms of a resultant contract with such governmental bodies as though they have been expressly identified in this bid, with the provisions that:

C.29.1 Such governmental body does not have and will not have in force any other contract for like purchases.

C.29.2 Such governmental body does not have under consideration for award any other bids or quotations for like purchases.

Such governmental body shall make purchases directly through and to the Contractor. The County will not be liable for any such purchase made between the Contractor and another governmental body who avails themselves of this contract.

C.29 Air, Water Pollution Control, Safety and Health

Contractor shall comply with all air pollution control, water pollution, safety and health ordinances and statutes, which apply to the work performed pursuant to this Contract.

C.30 Records

Contractor shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for contract performance. All records shall be complete and current and comply with all Contract requirements. .

All records relating to the Contractor's personnel, consultants, subcontractors, Services/Scope of Work and expenses pertaining to this Contract shall be kept in a generally acceptable accounting format. Records should include primary source documents. Fiscal records shall be maintained to account for all funds, tangible assets, revenue and expenditures. Fiscal records must comply with the appropriate Office of Management and Budget (OMB) Circulars which state the applicable administrative requirements, cost principles and other standards for accountancy.

C.31 Relationship of the Parties

Nothing contained in this Contract shall be construed as creating a joint venture, partnership, or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto.

C.32 Release of Information

No news releases, advertisements, public announcements or photographs arising out of the Contract or Contractor's relationship with County may be made or used without prior written approval of the County.

C.33 Representation of the County

In the performance of this Contract, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County of San Bernardino.

C.34 Strict Performance

Failure by a party to insist upon the strict performance of any of the provisions of this Contract by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Contract thereafter.

C.35 Subcontracting

Contractor 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. At County's request, Contractor shall provide information regarding the subcontractor's qualifications and a listing of a subcontractor's key personnel including, if requested by the County, resumes of proposed subcontractor personnel. Contractor shall remain directly responsible to County for its subcontractors and shall indemnify County for the actions or omissions of its subcontractors under the terms and conditions specified in Section G. All approved subcontractors shall be subject to the provisions of this Contract applicable to Contractor Personnel.

For any subcontractor, Contractor shall:

- 35.1** Be responsible for subcontractor compliance with the Contract and the subcontract terms and conditions; and
- 35.2** Ensure that the subcontractor follows County's reporting formats and procedures as specified by County.
- 35.3** Include in the subcontractor's subcontract substantially similar terms as are provided in Sections B. Contractor Responsibilities, C. General Contract Requirements and G. Insurance and Indemnification.

Upon expiration or termination of this Contract for any reason, County will have the right to enter into direct Contracts with any of the Subcontractors. Contractor agrees that its arrangements with Subcontractors will not prohibit or restrict such Subcontractors from entering into direct Contracts with County.

C. 36 Subpoena

In the event that a subpoena or other legal process commenced by a third party in any way concerning the Goods or Services provided under this Contract is served upon Contractor or County, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Contractor and County further agree to cooperate with the other party in any lawful effort by such other party to contest the legal validity of such subpoena or other legal process commenced by a third party as may be reasonably required and at the expense of the party to whom the legal process is directed, except as otherwise provided herein in connection with defense obligations by Contractor for County.

C.37 Termination for Convenience

The County and the Contractor each reserve the right to terminate the Contract, for any reason, with a thirty (30) day written notice of termination. Upon such termination, payment will be made to the Contractor for services rendered and expenses reasonably incurred prior to the effective date of termination. Upon receipt of termination notice Contractor shall promptly discontinue services unless the notice directs otherwise. Contractor shall deliver promptly to County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports. .

C.38 Time of the Essence

Time is of the essence in performance of this Contract and of each of its provisions.

C.39 Venue

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, County of San Bernardino, 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, County of San Bernardino, San Bernardino District.

C.40 Conflict of Interest

Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the County. Contractor shall make a reasonable effort to prevent employees, Contractor, or members of governing bodies from using their positions for purposes that are, or give the appearance of being motivated by a desire for private gain for themselves or others such as those with whom they have family business, or other ties. Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and state law. In the event the County determines a conflict of interest situation exists, any increase in costs, associated with the conflict of interest situation, may be disallowed by the County and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

C.41 Former County Administrative Officials

Contractor agrees to provide, or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Executive Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

C.42 Disclosure of Criminal and Civil Procedures

The County reserves the right to request the information described herein from the Contractor. Failure to provide the information may result in a termination of the Contract. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The Contractor also may be requested to provide information to clarify initial responses. Negative information discovered may result in Contract termination.

Contractor is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Contractor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the Contractor is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Contractor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employees" includes any individuals providing direct service to the County. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

C.43 Copyright

County shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, developed under this Contract and provide to County including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. Copies of all educational and training materials, curricula, audio/visual aids, printer material, and periodicals, assembled pursuant to this Contract must be filed with the County prior to publication.

C.44 Artwork, Proofs and Negatives

All artwork, proofs, and/or negatives in either print or digital format for anything produced under the terms of this Contract are the property of the County. These items must be returned to the County within ten (10) days, upon written notification to the Contractor. In the event of a failure to return the documents, the County is entitled to pursue any available legal remedies. In addition, the Contractor will be barred from all future solicitations, for a period of at least six (6) months.

D. TERM OF CONTRACT

This Contract is effective as of June 2, 2020 and expires June 1, 2021 but may be terminated earlier or extended in accordance with provisions of this Contract, but in no event may this Contract be extend in such a manner that the term of this Contract is more than five (5) years.

E. COUNTY RESPONSIBILITIES

E.1 All invoices for Services provided under this Agreement shall be submitted to the County on a monthly basis. All payments will be due and payable within 60 days of the date on the invoices. Any taxes (e.g. sales tax) imposed upon the provision of the Services shall be the responsibility of County unless County is otherwise exempt therefrom.

E.2 The County must provide at least 60 days written notice from the date the Contractor's work under this Contract is set to commence, with intent to cancel with no penalty, provided, however, if written cancellation is received at least before 30 days prior to scheduled consulting date, then a 50% penalty will be assessed. Cancellation upon less than 30 days prior to scheduled consulting date will be invoiced at 100%. In the event County requests Aesculap to reschedule any of the Services that were previously agreed to by both parties, then Aesculap shall invoice County and County agrees to pay for those non-refundable costs and expenses Aesculap incurs for such rescheduling, as supported by documentation to be provided by Aesculap to County.

E.3 County shall provide contractor access to facilities for surgical instruments.

E.4 Aesculap shall make every effort to ensure the accuracy and completeness of the data provided. It is understood and agreed that Aesculap does not stipulate or guarantee specific or overall results relating to the performance of the Services. Notwithstanding the foregoing, Aesculap warrants that it will perform the Services in a professional, competent and efficient manner. This warranty shall expire 90 days following the completion of each such Service and the exclusive remedy for a breach of this warranty shall be the re-performance of such Service at no charge

Aesculap shall not be liable for circumstances beyond its control in the performance of the Services. Except as expressly set forth herein, no other warranties are provided and all other warranties are hereby disclaimed. The County bears ultimate responsibility to ensure the data provided is thoroughly reviewed before being used in any tracking system.

- E.5** The County must provide the data requested by their tracking system provider in the format requested by Aesculap
- E.6** The County is responsible to maintain the data provided by updating it to reflect any changes to their inventory, including set inventory adjustments, count sheet changes or additions of new sets, especially if there is going to be a longer period between the inventory work and the tracking system implementation.
- E.7** County must make a hospital resource available for the duration of the Set Title Inventory, preferably an experienced SPD Supervisor, Manager, Instrument Coordinator or similar individual. This resource should be knowledgeable of the hospital surgical set inventory and will help the Aesculap consultants to locate and correctly identify instrument sets.
- E.8** Before the Set Title Inventory, the County should provide Aesculap with the values that should be used for the standard naming of the Services/Specialties, and identify/list all the relevant storage locations for surgical instrument sets

F. FISCAL PROVISIONS

- F.1** The maximum amount of payment under this Contract shall not exceed \$146,200, and shall be subject to availability of other funds to the County. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's services and expenses incurred in the performance hereof, including travel and per diem. Payment shall be made according to the following fees:

SERVICE DESCRIPTION / FREQUENCY	TOTAL ANNUAL AMOUNT
Asset Analysis Includes: Set Title Inventory and Back-Up Stock Inventory	\$25,200
Asset Optimization Includes: Planning Visit , Workshop and Implementation	\$96,000
Process Optimization Includes: Sterile Processing Department Bootcamp	\$25,000
TOTAL	\$146,200

- F.2** Invoices shall be issued with a net sixty (60) day payment term with corresponding Purchase Order number stated on the invoice.

Purchase order numbers must be included on invoices for processing.

- F.3** Contractor shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.
- F.4** County is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Contractor or on any taxes levied on employee wages. The County shall only pay for any State or local sales or use taxes on the services rendered or equipment and/or parts supplied to the County pursuant to the Contract.

- F.5** Costs for services under the terms of this Contract shall be incurred during the contract period except as approved by County. Contractor shall not use current year funds to pay prior or future year obligations.
- F.6** Funds made available under this Contract shall not supplant any federal, state or any governmental funds intended for services of the same nature as this Contract. Contractor shall not claim reimbursement or payment from County for, or apply sums received from County with respect to that portion of its obligations that have been paid by another source of revenue. Contractor agrees that it will not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining funds from another revenue source without prior written approval of the County.
- F.7** Contractor's travel costs are included in the Total fees set forth in F.1 unless otherwise agreed upon by the parties. .

G. INDEMNIFICATION AND INSURANCE REQUIREMENTS

G.1 Indemnification

Contractor agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers (Indemnitees) from (i) third party claims, actions, losses, damages and/or liability and (ii) claims, actions, losses, damages and/or liability for damage to County property, in either (i) or (ii), to the extent arising out the malfeasance or negligent acts or omissions of Contractor, its employees or agents except where such indemnification is prohibited by law. The Contractor indemnification obligation applies to the County's "active" as well as "passive" negligence.

Contractor will indemnify, defend, and hold harmless County and its officers, employees, agents and volunteers, from third party claims, costs (including without limitation reasonable attorneys' fees), and losses for infringement of any United States patent, copyright, trademark or trade secret (Intellectual Property Rights) by any goods or services. If a credible claim is made or threatened, including without limitation the filing of a lawsuit against County, or County receives a demand or notice claiming actual or potential infringement or misappropriation of any Intellectual Property Rights, County will use reasonable efforts to notify Contractor promptly of such lawsuit, claim or election. However, County's failure to provide or delay in providing such notice will relieve Contractor of its obligations only if and to the extent that such delay or failure materially prejudices Consultant's ability to defend such lawsuit or claim. County will give Contractor sole control of the defense (with counsel reasonably acceptable to County) and settlement of such claim; provided that Contractor may not settle the claim or suit absent the written consent of County unless such settlement (a) includes a release of all claims pending against County, (b) contains no admission of liability or wrongdoing by County, and (c) imposes no obligations upon County other than an obligation to stop using the goods or services that are the subject of the claim. In the event that Contractor fails to or elects not to defend County against any Intellectual Property Rights claim for which County is entitled to indemnity by Contractor, then Contractor shall reimburse County for reasonable attorneys' fees and expenses within thirty (30) days from date of invoice or debit memo from County. After thirty (30) days, County will be entitled to deduct any unpaid invoice or debit memo amount from any amounts owed by County to Contractor. This shall not apply to any judgment or settlement amount, which amounts County shall be entitled to notify, invoice or debit Contractor's account at any time; and County, at its sole discretion, may settle the claim or suit. This section provides the sole obligation of Contractor and the exclusive remedy to County or others being indemnified hereunder in the event of any claim of infringement of Intellectual Property Rights.

If, in Contractor's opinion, any goods or services become, or are likely to become, the subject of a claim of infringement of Intellectual Property Rights, Contractor may, at its option: (i) procure for County the right to continue using the goods or receiving the services; (ii) replace or modify the goods or services to be non-infringing, without incurring a material diminution in performance or function; or (iii) if neither of the foregoing is feasible, in the reasonable judgment of Contractor,

County shall cease use of the goods or services upon written notice from Contractor, and Contractor shall provide County with a pro-rata refund of the unearned fees paid by County to Contractor for such goods or services.

The County shall notify Contractor of any indemnification claim in writing within fourteen (14) days following determination that indemnity may apply to a particular claim. Any delay in notifying Contractor of any indemnification claim shall not excuse Contractor from its duty to provide a defense and indemnity. Contractor shall control the defense thereof and settlement of such claim; provided that Contractor may not settle the claim or suit absent the written consent of County unless such settlement (a) includes a release of all claims pending against County, (b) contains no admission of liability or wrongdoing by County, and (c) imposes no obligations upon County other than an obligation to stop using the goods or services that are the subject of the claim. The County agrees to cooperate with Contractor and its counsel. If the County desires to join any defense of such claim, it shall be entitled to do so at its expense.

In the event that Contractor fails to or elects not to defend County against any claim for which County is entitled to indemnity by Contractor, then Contractor shall reimburse County for all reasonable attorneys' fees and expenses within thirty (30) days from date of invoice or debit memo from County. After thirty (30) days, County will be entitled to deduct any unpaid invoice or debit memo amount from any amounts owed by County to Contractor. This shall not apply to any judgment or settlement amount, which amounts County shall be entitled to notify, invoice or debit Contractor's account at any time; and County, at its sole discretion, may settle the claim or suit.

Except for Contractor's indemnification obligations hereunder, neither party shall be liable for any indirect, consequential or punitive damages and each party's aggregate liability shall not exceed \$2,000,000.

G.3 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 the County.

G.4 Proof of Coverage

The Contractor shall furnish Certificates of Insurance to the County Department administering the Contract evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, and Contractor shall not permit such insurance coverage to terminate or expire without providing at least thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Upon reasonable request, Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

G.5 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".

G.6 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, the County has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary.

G.7 Insurance Review

Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required

insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk and Contractor is not required to satisfy such revised requirements and may terminate the Agreement if it does not intend to satisfy such revised requirements.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Contractor agrees to execute any such mutually agreeable amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County 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 the County.

G.8 The Contractor agrees to provide insurance set forth in accordance with the requirements herein.

Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

G.8.1 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 limits covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this contract.

If Contractor has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

G.8.2 Commercial/General Liability Insurance – The Contractor shall carry General Liability Insurance covering performance of Contractor under this Agreement providing for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- a. Products and completed operations
- b. Personal Injury
- c. \$2,000,000 general aggregate limit.

G.8.3 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 not less than one million dollars (\$1,000,000) for each accident.

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

- G.8.4** Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements.
- G.8.5** Professional Liability – Professional Liability insurance with limits of not less than one million (\$1,000,000)
- or**
- Errors and Omissions Liability Insurance – Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits
- G.8.6** **Cyber Liability Insurance** - Cyber Liability Insurance with an annual aggregate of \$2,000,000

H. RIGHT TO MONITOR AND AUDIT

- H.1** The County, State and Federal government shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract. Contractor shall give full cooperation, in any auditing or monitoring conducted. Contractor shall cooperate with the County in the implementation, monitoring, and evaluation of this Contract and comply with any and all reporting requirements established by the County.
- H.2** All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County representatives for a period of three years after final payment under this Contract or until all pending County, State and Federal audits are completed, whichever is later.

I. CORRECTION OF PERFORMANCE DEFICIENCIES

- I.1** Failure by Contractor to comply with any of the provisions, covenants, requirements or conditions of this Contract shall be a material breach of this Contract.
- I.2** In the event of a non-cured breach, County may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
- a. Afford Contractor thereafter a time period within which to cure the breach, which period shall be established at the sole discretion of County; and/or
 - b. Discontinue reimbursement to Contractor for and during the period in which Contractor is in breach, which reimbursement shall not be entitled to later recovery; and/or
 - c. Withhold funds pending duration of the breach; and/or
 - d. Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to Item “b” of this paragraph; and/or
 - e. Terminate this Contract immediately and be relieved of the payment of any consideration to Contractor. In the event of such termination, the County may proceed with the work in any manner deemed proper by the County. The cost to the County shall be deducted from any sum due to the Contractor under this Contract and the balance, if any, shall be paid by the Contractor upon demand.

J. NOTICES

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

*County of San Bernardino on behalf of
Arrowhead Regional Medical Center
Sterile Processing Department
400 North Pepper Avenue
Colton, CA 92324*

*Aesculap, Inc
Contracts Department
3773 Corporate Parkway
Center Valley, PA 18034*

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

K. SIGNATURES

This Contract 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 Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (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 Contract upon request.

L. ENTIRE AGREEMENT

This Contract, including all Exhibits and other attachments, which are attached hereto and incorporated by reference, and other documents incorporated herein, represents the final, complete and exclusive agreement between the parties hereto. Any prior agreement, promises, negotiations or representations relating to the subject matter of this Contract not expressly set forth herein are of no force or effect. This Contract is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this Contract and signs the same of its own free will.

IN WITNESS WHEREOF, the County of San Bernardino and the Contractor have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

COUNTY OF SAN BERNARDINO

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

►
Curt Hagman, Chairman, Board of Supervisors

By ►
(Authorized signature - sign in blue ink)

Dated: _____
SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

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

Title _____
(Print or Type)

Dated: _____

Address _____

Aesculap, Inc.

By _____
(Authorized signature – sign in blue ink)

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

Dated: _____

Lynna Monell
Clerk of the Board of Supervisors
Of the County of San Bernardino

By _____
Deputy

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
<div>▶</div> <div>Charles Phan, County Counsel</div>	<div>▶</div> <div></div>	<div>▶</div> <div>William L. Gilbert, Director</div>
Date	Date	Date

