



AGREEMENT

QUOTED AGREEMENT

#:	1-2143221273/9	DATE PRINTED:	07/22/2021
INVOICE TO:	44031	PO #:	***PO REQUIRED
	ARROWHEAD REGIONAL MEDICAL CENTER	PARTS PO #:	
ATTN:	400 N PEPPER AVE	AGREEMENT TERM:	11/01/2021- 10/31/2024
	COLTON, California, 92324	BILLING FREQUENCY:	Quarterly

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: 3 year agreement with a 0% increase in year 2, and a 3% increase in year 3. Please return signed agreement and PO to Serena Intihar: Email: Serena_Intihar@STERIS.com Phone: 440-392-8512 Fax: 440-392-8932



EQUIPMENT LISTING

QUOTED AGREEMENT #: 1-2143221273/9
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
16 IN. CENT VAC SD STM CAB	011139702	OR14 RM 2B276A	SelectChoice Agreement	Comprehensive	\$ 3,890.16	\$ 3,890.16
Start Date 11/01/2021	End Date	10/31/2022	No. of Annual Inspections	2		
16 IN. CENT VAC SD STM CAB	011189720	OR3/4 RM 2B270A	SelectChoice Agreement	Comprehensive	\$ 3,890.16	\$ 3,890.16
Start Date 11/01/2021	End Date	10/31/2022	No. of Annual Inspections	2		
16 IN. CENT VAC SD STM CAB	011189709	OR1/2 RM 2B241A	SelectChoice Agreement	Comprehensive	\$ 3,890.16	\$ 3,890.16
Start Date 11/01/2021	End Date	10/31/2022	No. of Annual Inspections	2		
16 IN. CENT VAC SD STM CAB	011189703	OR10 RM 2B288A	SelectChoice Agreement	Comprehensive	\$ 3,890.16	\$ 3,890.16
Start Date 11/01/2021	End Date	10/31/2022	No. of Annual Inspections	2		
16 IN. CENT VAC SD STM CAB	011089704	OR 6/7 RM2B320A	SelectChoice Agreement	Comprehensive	\$ 3,890.16	\$ 3,890.16
Start Date 11/01/2021	End Date	10/31/2022	No. of Annual Inspections	2		
16 IN. CENT VAC SD STM CAB	011189706	OR 15/16 RM 2B402A	SelectChoice Agreement	Comprehensive	\$ 3,890.16	\$ 3,890.16
Start Date 11/01/2021	End Date	10/31/2022	No. of Annual Inspections	2		
16 IN. CENT VAC SD STM CAB	011189721	OR11/12 RM 2B269B	SelectChoice Agreement	Comprehensive	\$ 3,890.16	\$ 3,890.16
Start Date 11/01/2021	End Date	10/31/2022	No. of Annual Inspections	2		



Equipment Description	Serial #	Dept	Agreement Product	Coverage Type	Annual Price	Total Line Price
16 IN. CENT VAC SD STM CAB	011159712	OR5 RM 2B323A	SelectChoice Agreement	Comprehensive	\$ 3,890.16	\$ 3,890.16
Start Date 11/01/2021	End Date	10/31/2022	No. of Annual Inspections	2		
16 IN. CENT VAC SD STM CAB	011199715	LAB ROOM	SelectChoice Agreement	Comprehensive	\$ 3,890.16	\$ 3,890.16
Start Date 11/01/2021	End Date	10/31/2022	No. of Annual Inspections	2		
16 IN. CENT VAC SD STM CAB	011189710	OR8/9 RM 2B290B	SelectChoice Agreement	Comprehensive	\$ 3,890.16	\$ 3,890.16
Start Date 11/01/2021	End Date	10/31/2022	No. of Annual Inspections	2		

No. of items to be inspected: 10
Billing Frequency: Quarterly

First Year Price: \$ 38,901.60
Second Year Price: \$ 38,901.60
Third Year Price: \$ 40,068.65

Total Agreement Price: \$ 117,871.85

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.

1-2143221273/9

STERIS Agreement #: _____

SUBSCRIBER

STERIS

By: _____
Name:

By: 
Name: Kevin Johnson (Oct 14, 2021 05:31 PDT)

STERIS®



Rev 17.3
RSR039

Title:
Date:
PO #:

Title: Contracts Manager
Date:

ATTACHMENT A SERVICE COVERAGE DESCRIPTIONS

1. Comprehensive (Platinum): Comprehensive service includes all parts and labor 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 as outlined in Section 5(d).

STERIS Service Maintenance Coverage	Comprehensive
	Complete maintenance and repair package for those who want the simplest way to cover their investment
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	●
Place Service Request online at eService.com	●
Detailed Service Documentation	●

2. Priority Technical Support is also included in addition to Remote Monitoring if the covered equipment is capable and enabled with this technology. Subscriber can also use eservice.steris.com to schedule and track service requests, and also purchase service parts.
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 ("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 ("Normal Working Hours"). Any Service not performed during Normal Working Hours shall be billed at the then current applicable rate as set forth in Attachment A section 4(a).
4. Overtime Coverage Options: Overtime coverage, unless included as part of a Service Option and indicated on the Equipment List, will be charged at prevailing rates for any service performed outside Normal Working Hours.
 - a. Overtime coverage options must be noted on the Equipment List and are as follows:

Option	Equipment Type	Hours	Description
PM Late	Infection prevention	M-F 5:00 PM – 12:00 AM	Provides scheduled PMs during the hours indicated, excludes holidays
PM Late	surgical	M-F 8:00 PM – 12:00 AM	Provides scheduled PMs during the hours indicated, excludes holidays
PM 24x5	Both	M-F 24 hrs	Provides scheduled PMs during the hours indicated, excludes holidays
OT 24x7	Both	24x7	Provides unscheduled maintenance at any time, includes holidays
5. Priority Technical Support: Priority Technical Support service for STERIS equipment for the term of the 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 Support resource based on the equipment serial number.
6. 1st Year Preventive Maintenance Service Option: During the warranty period for new Equipment purchased by Subscriber, Subscriber will have for surgical equipment a Performance Check Service Option. Infection preventive equipment will have a 1st Year Preventive Maintenance Service Option. The Performance Check Service Option includes labor to perform a scheduled inspection in accordance with STERIS's then current Performance Checklist. The 1st Year Preventive Maintenance Service Option includes all parts (if applicable) and labor to perform scheduled preventive maintenance in accordance with STERIS's then

current PMCL. Parts and labor for unscheduled repair visits during the warranty period are covered by the standard equipment warranty. Priority Technical Support is also included, as well as access to eservice.steris.com to schedule and track service requests, and also purchase service parts.

7. Block of Time: Subscriber agrees to purchase an annual prepaid retainer for a specific value of STERIS labor and travel.
8. Block of Parts: Subscriber agrees to purchase an annual prepaid retainer for a specific value of STERIS parts.
9. Additional Service Options: In addition to the Service Options set forth in paragraphs 1 – 5 above, Subscriber may select from one or both of the following additional Service Options. If selected, the prices for additional Service Options selected by Subscriber shall be set forth on the Equipment List and such prices are not included in the price for the other Service Options selected by Subscriber. The following additional Service Options may be selected by Subscriber on the Equipment List for any piece of Equipment:
 - a. Chamber Cleaning – STERIS will provide periodic interior surface cleaning of the chamber walls of certain sterilizers included on the Equipment List. Unless otherwise included in the Service Option selected by Subscriber, the chamber cleaning services do not include any repairs or maintenance service that may be discovered during the course of the chamber cleaning services. All chemicals and equipment used in connection with such chamber cleaning services will be provided by STERIS. The Equipment List indicates the frequency of the chamber cleaning that is included in the Services.
 - b. Calibration Services – STERIS will provide NIST (National Institute of Standards and Technology) traceable on-site calibration of process measuring equipment used in manufacturing and manufacturing-support environments. The calibration services do not include any repairs or maintenance service that is discovered during the course of the calibration services. The Equipment List indicates the frequency of the calibration services that is included in the Services.
10. Prices:
 - a. Prices: During the Initial Term of this Agreement, the Prices for the Service Options for each piece of Equipment selected by Subscriber are listed in the service agreement. b. Zone Charges (flat travel fee from STERIS primary technician's residence for unscheduled, billable work):
 - i. Zone 1 0-161M Prevailing Rate
 - ii. Zone 2 162-402M Prevailing Rate
 - iii. Zone 3 403-803M Prevailing Rate
 - iv. Zone 4 >804M Prevailing Rate

Attachment B – STERIS Terms & Conditions

1. **Terms and Conditions:** (a) The terms and conditions set forth in this Agreement ("STERIS's Terms") apply to all Services sold or provided by STERIS pursuant to this 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 (each a "Service Option") for each piece of equipment listed in this agreement (the "Equipment List"). The Service Options selected by Subscriber are referred to in this Agreement as the "Services". STERIS agrees to provide Subscriber with the Services according to the terms and conditions of this Agreement.
3. **Service Parameters:**
(a) STERIS will perform the Services 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 STERIS equipment.
(c) Documentation - The parties agree to provide each other with the following documentation with respect to the Equipment:
(i) an accurate inventory of the Equipment, the current form of which is included in this agreement (the "Equipment List").
(ii) 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 by Subscriber.
(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.
(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 48 hours.
(f) ProConnect Response Center – STERIS will include priority access to the ProConnect Response Center. Depending on the service option selected, this includes high priority technical support, online service management and remote monitoring of enabled STERIS products. If selected, STERIS will remotely monitor all connected equipment from its ProConnect Response Center via an internet connection.
4. **Term and Termination:**
(a) Term - The Term of this Agreement is as stated on page one of the Agreement.
(b) Termination for Insolvency –
Either party may terminate this 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.
(c) Termination for Breach – This Agreement may also be terminated by either party in the event of a material breach of the terms of this 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 Agreement within which to correct such breach. If the breach is not corrected within that period, the non breaching party may terminate this Agreement immediately by providing written notice of termination. Payment and service will continue until the effective date of the termination. This Agreement shall be automatically terminated, however, as to any item of Equipment at the time that such item leaves the exclusive control of Subscriber 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.
(i)
(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 Agreement, Subscriber will not be entitled to a refund for any portion of the remaining value of the Agreement.
(f) Returns / Restocking Charges – STERIS will accept returns of service parts purchased pursuant to this Agreement and issue Subscriber a credit for such service parts subject to the following restrictions.
(i) Return must be requested within 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).
- (xi) All returns are subject to a 20% restocking charge, plus freight, crating, and re-certification charges, as appropriate.

5. Pricing and Payment:

- (a) Pricing - The prices for the Services are set forth in the Equipment List (the "Prices"). The Prices shall be firm for the first and second year of the Initial Term. Thereafter, STERIS shall have the right to increase the Prices on an annual basis, in accordance with these terms and conditions, by providing at least sixty (60) days prior notice of such increase to Subscriber.
- (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 – 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 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 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 which was not available or which could not be located;
 - (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 misuse, abuse, improper 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 reasonably 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 which 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; and (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; and
 - (xiv) Unless the 1st Year Preventive Maintenance 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.

6. Additions or Deletions of Equipment:

- (a) Additions or deletions of Equipment to or from the Equipment List 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 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 Agreement.
- (c) If ProConnect Remote Monitoring is included in this agreement, it will be enabled on any equipment added to the agreement that is capable of supporting this feature. Remote monitoring will be enabled as part of the next scheduled service visit, where applicable.

7. Shipment & Delivery:

- (a) STERIS shall select the method and carrier for delivery of all service parts. All shipments of service parts by STERIS pursuant to this Agreement shall be FOB Destination. Title and risk of loss or damage to the service parts shall pass from STERIS to Subscriber upon delivery to Subscriber.
- (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 to 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 contract shall be the responsibility of STERIS with the exception of Exclusions as outlined in Section 5(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 customer, or customer'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 this 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 Agreement or
 - (ii) any amounts owed to STERIS for Services performed prior to the time this 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 within the scope of this Agreement.
- (f) Invoices - With respect to services or parts provided by STERIS which are excluded from the Services under the terms of this 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 the 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, the rendering of such additional services shall otherwise be subject to the terms and conditions of this Agreement, notwithstanding the provisions of any purchase order issued by Subscriber.
- (g) Hazard Communication – At STERIS' request, Subscriber will provide STERIS with information as to all known hazards or hazardous materials which STERIS's personnel may encounter when working on Equipment and in the environments within which Equipment is located.
- (h) ProConnect Response Center – if Subscriber elects to utilize the ProConnect Response Center, Subscriber agrees to:
 - (i) Work with STERIS Technical Support prior to dispatching a service technician
 - (ii) Allow STERIS to monitor all connected equipment from its ProConnect Response Center
 - (iii) Computer Requirements
 - 1. Desktop, server or virtual computer that meets the following minimum hardware/software requirements to run the ProConnect Remote Monitoring software, service agent and support software.
 - a. Windows XP SP 2 or higher or Windows Server 2003
 - b. 2.8 GHz Processor Speed
 - c. 512 MB RAM
 - d. 5 GB Free Hard Drive Space
 - e. CD-ROM Drive
 - f. Login for STERIS assigned
 - g. Connected on facility network
 - h. Continuous access to Internet through ports 80 and 443
 - (iv) Network Requirements at Each Sterilizer or Washer
 - 1. An active TCP/IP 10/100 BaseT Ethernet network drop with a RJ45 jack within 10' of each unit
 - 2. An IP address is required for each unit
 - 3. Ethernet patch cables to connect each unit to provided RJ45 jack
 - 4. ProConnect will run on a wireless network if hard wiring to an Ethernet network is not practical.

5. If physical access to the computer running the ProConnect software is not practical, some method of remote access such as Remote Desktop should be enabled.
- (v) Some equipment requires 120 VAC power for an external router.

10. INTENTIONALLY OMITTED

11. Licenses, Permits, and/or Certifications:

- a) STERIS shall ensure that it and its employees providing Services under this Agreement have all necessary licenses, permits and/or certifications required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations. The STERIS shall maintain these licenses, permits and/or certifications in effect for the duration of this Contract. STERIS will notify County immediately of loss or suspension of any such licenses, permits and/or certifications. Failure to maintain a required license, permit and/or certification may result in immediate termination of this Agreement.

12. Excused Performance:

- a) 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.

13. Damage to Subscriber's Property:

- a) 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.
- b) If the STERIS fails to make timely repairs, the Subscriber may make any necessary repairs at STERIS' expense.

14. Debarment and Suspension:

- a) STERIS 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>). 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.

15. 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 misuse, abuse, 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 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.

16. Limitation of Liability:

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.

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 the Contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of this 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 contract 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 maintain the following insurance coverage at the following minimum limits for the term of this Agreement:

- 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.
- Commercial/General Liability Insurance – General Liability Insurance covering all operations performed by or on behalf of STERIS providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include: Products and completed operations, Broad form property damage (including completed operations), Personal injury, Contractual liability, and a \$2,000,000 general aggregate limit.
- 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 bodily injury and property damage, per occurrence.

All policies, except for Worker's Compensation, shall contain additional endorsements naming Purchaser as an additional named insured with respect to liabilities arising out of this Agreement. Purchaser shall be named additional insured, by way of blanket additional insured endorsements, under General Liability CG2010 0704 and CG2037 0704 and Auto Liability. When applicable, and when requested by Purchaser, evidencing proof of the foregoing coverage shall be furnished to Purchaser.

STERIS shall require the carriers of required coverages to waive all rights of subrogation against the Purchaser, its officers, employees, agents, volunteers, contractors and subcontractors under General Liability, Auto Liability and Workers' Compensation.

All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the Purchaser.

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 Purchaser or between Purchaser and any other insured or additional insured under the policy.

Unless otherwise approved by Purchaser's Department of 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". Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Purchaser's Department of Risk Management. (NOTE: our SIR is \$1M)

19. Indemnity:

- a) Nothing contained in this Agreement 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, and agents or the strict liability of STERIS.

20. Non Disclosure:

- a) Subscriber acknowledges that in the course of preparing to perform and performing its obligations under this Agreement, 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 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 this Agreement or where disclosure is required by applicable law. Upon termination of this Agreement, Subscriber agrees to return all STERIS Materials, STERIS Software, or any copies thereof which are within its possession or control (other than reports which have been delivered to Subscriber by STERIS and which 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 which is marked "Confidential" and which 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 collected through ProConnect Remote Monitoring shall be considered STERIS confidential information.

21. 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. If notice is sent by United States certified mail, return receipt requested, notice shall be deemed given two (2) business days after mailing.

22. 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 of this Agreement.

23. Waivers:

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

24. Independent Contractor:

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

25. Attorney's Fees:

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 as an indemnification obligation.

26. Complete Agreement, Modification and Applicable Law, Counterparts:

This Agreement, including 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 jurisdiction 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

By: _____

Name:

Title:

Date:

PO #:

STERIS CORPORATION

By: _____

Name: 
Kevin Johnson (Oct 14, 2021 05:31 PDT)

Title: Contracts Manager

Date: 10/14/2021

Date:

April 28, 2020



Subject: Sole Source Authorized Service Provider

Dear Customer:

Please be advised STERIS is the sole factory-authorized supplier of parts and service for the equipment we manufacture, including products under the brand names of AMSCO, Finn Aqua, HAMO, Black Diamond Video, and Medisafe.

All replacement parts manufactured or marketed by STERIS are compliant with original equipment manufacturer (OEM) specifications. These parts are sold and shipped directly to the end user of the products. STERIS does not utilize a distributor model.

STERIS has over 950 trained personnel who maintain our equipment through preventive maintenance agreements assuring STERIS-manufactured equipment continues to operate in compliance with OEM specifications.

As the manufacturer of STERIS equipment, we recommend taking several factors into consideration when determining the appropriate number of annual preventive maintenance (PM) inspections for equipment both in and outside the warranty period (typically one year from installation). These factors include but are not limited to previous experience with the machine, adherence to recommended routine operator maintenance protocols, quality of utilities, technical expertise of the service provider, and equipment usage rates.

Unless there are complicating factors, as described above, the preventive maintenance set forth in the chart is recommended and is consistent with the PM visits covered by our current standard service agreements. Please work with your STERIS service representative to determine, taking into consideration all relevant factors, if the appropriate quantity of PM visits for your equipment differ from the standard service agreement. STERIS is in the process of revising service and maintenance manuals to reflect our updated recommendations.

Routine Maintenance:

Equipment	Annual PM Inspections	First Year PM Inspections
Steam Sterilizers	• 2 PM inspections annually	• 1 PM inspection
Electric Sterilizers	• 4 PM inspections annually	• 1 PM inspections
Generators – Stand Alone	• 4 PM inspections annually	• 2 PM inspections
V-PRO® Low Temperature Sterilization Systems (VHP)	• *2/4 PM inspections annually or every 750 or 1,000 cycles	• *2 PM inspections annually or every 750 or 1,000 cycles
Washers	• 2/4 PM inspections annually	• 1 PM inspection
Surgical Equipment-Lights, Tables, EMS, Scrub Sinks, Warming Cabinets & OR Integration	• 2 PM inspections annually	• 1 PM Inspection
SYSTEM 1E® Liquid Chemical Sterilant Processing System	• 4 PM inspections annually	• 3 PM inspections
Ultrasonic – Floor Models	• 2/4 PM inspections annually	• 1 PM inspection

* As dictated by unit configuration

Suggested Chamber Cleaning:

Sterilizer Chamber Cleanings	• 1 annual cleaning
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Sincerely,

A handwritten signature in black ink that reads "Jeff Massey".

Jeff Massey

Sr. Director, Service Operations

North American Healthcare Service

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