

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

511



**FROM:** Riverside County Regional Medical Center

**SUBMITTAL DATE:**  
September 30, 2010

**SUBJECT:** Agreement between Riverside County Regional Medical Center and Steris Corporation

**RECOMMENDED MOTION:** That the Board of Supervisors:

- 1) Approve the Agreement between Riverside County Regional Medical Center and Steris Corporation in the amount of \$39,823; and
- 2) Authorize the Purchasing Agent to renew the Agreement for four additional years; in one year increments in the amount of \$41,432.57, based on availability funding.

**BACKGROUND:** Riverside County Regional Medical Center (RCRMC) is a full service medical center providing surgical services to patients. RCRMC standardized operating room surgical tables and lights to ensure patient safety; purchasing the equipment from Steris Corporation. Steris Corporation is the only authorized preventive maintenance and repair provider of their equipment.

(cont. on Page2)

FORM APPROVED COUNTY COUNSEL  
BY: *Neal R. Kipnis* DATE: 10/14/10  
Departmental Concurrence

Purchasing: *Mark Seiler*  
Mark Seiler, Assistant Director

*Douglas N. Bagley*  
\_\_\_\_\_  
Douglas Bagley  
Hospital Director/CEO

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 39,823.69	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$	Budget Adjustment:	No
	Annual Net County Cost:		For Fiscal Year:	10/11

<b>SOURCE OF FUNDS:</b> Enterprise Fund	<b>Positions To Be Deleted Per A-30</b>	<input type="checkbox"/>
	<b>Requires 4/5 Vote</b>	<input type="checkbox"/>

**C.E.O. RECOMMENDATION:** APPROVE  
County Executive Office Signature BY: *Debra Courmoyer*  
Debra Courmoyer

Dep't Recomm.:  Consent  Policy  
Per Exec. Ofc.:  Consent  Policy

**SUBJECT:** Agreement between Riverside County Regional  
Medical Center and Steris Corporation

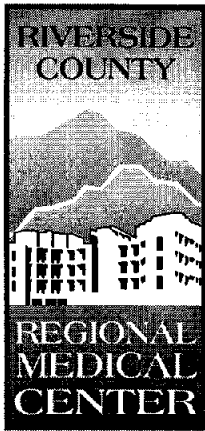
Page 2

**PRICE REASONABLENESS:** Steris Corporation is the Sole Source for preventative maintenance inspections and repair of surgical lights and tables. The County is receiving discounts equal to other comparable customers.

**FINANCIAL IMPACT:** All costs for this maintenance and repair agreement will be provided from RCRMC Enterprise Funds.

**REVIEW/APPROVAL:** County Purchasing.

DB:rs



## Memorandum

October 1, 2010

**To:** Riverside County Board of Supervisors  
**From:** Douglas D. Bagley, Chief Executive Officer  
Riverside County Regional Medical Center  
**Via:** Riverside County Purchasing Agent  
**Subject:** **Sole Source Procurement: Request for**

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The below information is provided in support of my Department requesting approval for a sole source. Please note that outside of a duly declared emergency, the time to develop a statement of work or specifications is not in itself justification for sole source.

**Supply/Service being requested:** Preventive Maintenance and Repair contract with Steris Corporation

**Supplier being requested:** Steris Corporation

**Alternative suppliers that can or might be able to provide supply/service:** Unable to locate another vendor that provides "OEM" Original Equipment Manufacture preventive maintenance and repair on the Steris equipment.

**Extent of market search conducted:** Investigated the Internet on a national level.

**Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide:** Steris Corporation is the only Factory Authorized vendor that can provide "OEM" Original Equipment Manufacture preventive maintenance and repair on the Steris equipment.

**Price Reasonableness:** County is receiving discounts equal to other comparable customers.

**Does moving forward on this product or service further obligate the county to future similar contractual arrangements?** No



Department Head Signature

10/5/10

Date

Purchasing Department Comments:

Approve .

Approve with Condition/s

Disapprove



Purchasing Agent

10-13-10

Date

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# STERIS®



RSR039

Rev 8.5

## AGREEMENT RENEWAL

QUOTED AGREEMENT #: 83006718/14

INVOICE TO: 44036

RIVERSIDE COUNTY REGIONAL MEDICAL CENTER

ATTN:

26520 CACTUS AVE  
MORENO VALLEY, CALIFORNIA 92555

DATE PRINTED: 9/8/2010

PO #: \*\*\*PO REQUIRED

PARTS PO #:

AGREEMENT TERM: 11/01/2010-10/31/2015

BILLING FREQUENCY: Annually

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

2424 W 23rd ST

Erie PA 16506

ATTN: Service Contract Administration Department

PHONE: 1-800-333-8828 with Agreement Questions

FAX: 1-814-870-8841

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.

**The maintenance schedule included in the Equipment List is subject to change if this proposal is not accepted prior to the suggested start date.**

Agreement  
Comments:

5 YR Price option, 0% increase in YRS.2-3 2% increase in YRS.4-5. If acceptable please sign and return prior to August 31, 2010 to  
theresa\_chaplain@steris.com. Thank you.

This document is confidential information. Disclosure to third parties is not permitted.

# EQUIPMENT LISTING

RSR039

Rev 8.5

QUOTED AGREEMENT #: 83006718/14  
 EQUIPMENT ADDRESS: RIVERSIDE COUNTY REGIONAL MEDICAL CENTER  
 26520 CACTUS AVE,  
 MORENO VALLEY, CALIFORNIA, 92555

Zone: US\_FS\_ZONE\_H41600\_WEST  
 District: US\_FS\_DIST\_H41601\_SAN DIEGO,CA  
 Technician: Troy McKnight

Equipment Description	Serial #	Dept	Agreement Product	Status	Coverage Type	Annual Price	Total Line Price
2080MIA REMIFG SURG TABLE	R420194038	OR	SelectChoice Agreement	Renewal	Comprehensive	\$1,349.34	\$1,349.34
**Inspection Schedule							
Start Date:	09/01/2011		End Date:	08/31/2012			
3080SP SURGICAL TABLE	B424395034	RM 3068	SelectChoice Agreement	Renewal	Comprehensive	\$1,433.28	\$1,433.28
**Inspection Schedule							
Start Date:	09/01/2011		End Date:	08/31/2012			
3085 BATTERY-POWERED 120V TABLE, I/A COMPATIBLE TABLETOP WITH 2 IN. TLT PADS AND X-RAY TOP	B416607075		SelectChoice Agreement	Renewal	Comprehensive	\$1,433.28	\$1,433.28
**Inspection Schedule							
Start Date:	09/01/2011		End Date:	08/31/2012			
3085 BATTERY-POWERED 120V TABLE, I/A COMPATIBLE TABLETOP WITH 2 IN. TLT PADS AND X-RAY TOP	B400307056		SelectChoice Agreement	Renewal	Comprehensive	\$1,433.28	\$1,433.28
**Inspection Schedule							
Start Date:	09/01/2011		End Date:	08/31/2012			
3085 BATTERY-POWERED 120V TABLE, I/A COMPATIBLE TABLETOP WITH 2 IN. TLT PADS AND X-RAY TOP	B400907001		SelectChoice Agreement	Renewal	Comprehensive	\$1,433.28	\$1,433.28
**Inspection Schedule							
Start Date:	09/01/2011		End Date:	08/31/2012			
3085 ELECTRIC-POWERED 120V TABLE, I/A COMPATIBLE TABLETOP WITH 2 IN. TLT PADS AND X-RAY TOP	B416303100		SelectChoice Agreement	Renewal	Comprehensive	\$1,433.28	\$1,433.28
**Inspection Schedule							
Start Date:	09/01/2011		End Date:	08/31/2012			

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3085 ELECTRIC-POWERED 120V TABLE, I/A COMPATIBLE TABLETOP WITH 2 IN. TLT PADS AND X-RAY TOP	B416303098	SelectChoice Agreement	Renewal	Comprehensive	\$1,433.28	\$1,433.28
Start Date: 09/01/2011	End Date: 08/31/2012					
<b>**Inspection Schedule</b>						
3085 ELECTRIC-POWERED 120V TABLE, I/A COMPATIBLE TABLETOP WITH 2 IN. TLT PADS AND X-RAY TOP	B416303088	SelectChoice Agreement	Renewal	Comprehensive	\$1,433.28	\$1,433.28
Start Date: 09/01/2011	End Date: 08/31/2012					
<b>**Inspection Schedule</b>						
3085 ELECTRIC-POWERED 120V TABLE, I/A COMPATIBLE TABLETOP WITH 2 IN. TLT PADS AND X-RAY TOP	B408706010	SelectChoice Agreement	Renewal	Comprehensive	\$1,433.28	\$1,433.28
Start Date: 09/01/2011	End Date: 08/31/2012					
<b>**Inspection Schedule</b>						
3085 ELECTRIC-POWERED 120V TABLE, I/A COMPATIBLE TABLETOP WITH 2 IN. TLT PADS AND X-RAY TOP	B408706011	SelectChoice Agreement	Renewal	Comprehensive	\$1,433.28	\$1,433.28
Start Date: 09/01/2011	End Date: 08/31/2012					
<b>**Inspection Schedule</b>						
3085SP MAJOR SURGICAL TABLE	B435697173	SelectChoice Agreement	Renewal	Comprehensive	\$1,433.28	\$1,433.28
Start Date: 09/01/2011	End Date: 08/31/2012					
<b>**Inspection Schedule</b>						
3085SP MAJOR SURGICAL TABLE	B435797101	SelectChoice Agreement	Renewal	Comprehensive	\$1,433.28	\$1,433.28
Start Date: 09/01/2011	End Date: 08/31/2012					
<b>**Inspection Schedule</b>						
BOM SQ240 (ENHANCED)	0408197065	ER RM 6 F1191	SelectChoice Agreement	Renewal	Comprehensive	\$765.73
Start Date: 09/01/2011	End Date: 08/31/2012					
<b>**Inspection Schedule</b>						
BOM SQ240 (ENHANCED)	0408197061	ER RM 8 F1193	SelectChoice Agreement	Renewal	Comprehensive	\$765.73
Start Date: 09/01/2011	End Date: 08/31/2012					
<b>**Inspection Schedule</b>						

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Start Date:	09/01/2011	End Date:	08/31/2012						
<b>**Inspection Schedule</b>									
BOM SQ240 (ENHANCED)	0408197064	ER RM 9 F1200	SelectChoice Agreement	Renewal	Comprehensive	\$765.73		\$765.73	
Start Date:	09/01/2011	End Date:	08/31/2012						
<b>**Inspection Schedule</b>									
BOM SQ240 (ENHANCED)	0408197060	RM 10 ER F1201	SelectChoice Agreement	Renewal	Comprehensive	\$765.73		\$765.73	
Start Date:	09/01/2011	End Date:	08/31/2012						
<b>**Inspection Schedule</b>									
BOM SQ240 (ENHANCED)	0408197064	RM 7 ER F1192	SelectChoice Agreement	Renewal	Comprehensive	\$765.73		\$765.73	
Start Date:	09/01/2011	End Date:	08/31/2012						
<b>**Inspection Schedule</b>									
QUANTUM DBL CENTRA LIGHT	PAR25193089	OR 4	SelectChoice Agreement	Renewal	Comprehensive	\$1,445.68		\$1,445.68	
Start Date:	09/01/2011	End Date:	08/31/2012						
<b>**Inspection Schedule</b>									
SQ VIC-DUAL-120V-REC	0436106097		SelectChoice Agreement	Renewal	Comprehensive	\$765.73		\$765.73	
Start Date:	09/01/2011	End Date:	08/31/2012						
<b>**Inspection Schedule</b>									
SQ240 SURG. LIGHT,SEISMIC, DUAL CTR MT	PAR960055614	OR 1	SelectChoice Agreement	Renewal	Comprehensive	\$1,445.68		\$1,445.68	
Start Date:	09/01/2011	End Date:	08/31/2012						
<b>**Inspection Schedule</b>									
SQ240 SURG. LIGHT,SEISMIC, DUAL CTR MT	PAR960055601	OR 10	SelectChoice Agreement	Renewal	Comprehensive	\$1,445.68		\$1,445.68	
Start Date:	09/01/2011	End Date:	08/31/2012						
<b>**Inspection Schedule</b>									
SQ240 SURG. LIGHT,SEISMIC, DUAL CTR MT	PAR960055615	OR 2	SelectChoice Agreement	Renewal	Comprehensive	\$1,445.68		\$1,445.68	
Start Date:	09/01/2011	End Date:	08/31/2012						
<b>**Inspection Schedule</b>									
SQ240 SURG. LIGHT,SEISMIC, DUAL CTR MT	PAR960055617	OR 3	SelectChoice Agreement	Renewal	Comprehensive	\$1,445.68		\$1,445.68	

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Start Date:	09/01/2011	End Date:	08/31/2012						
<b>**Inspection Schedule</b>									
SO240 SURG. LIGHT,SEISMIC, DUAL CTR MT	PAR960055612	OR 5	SelectChoice Agreement	Renewal	Comprehensive	\$1,445.68		\$1,445.68	
Start Date:	09/01/2011	End Date:	08/31/2012						
<b>**Inspection Schedule</b>									
SO240 SURG. LIGHT,SEISMIC, DUAL CTR MT	PAR70172311	OR 6	SelectChoice Agreement	Renewal	Comprehensive	\$1,445.68		\$1,445.68	
Start Date:	09/01/2011	End Date:	08/31/2012						
<b>**Inspection Schedule</b>									
SO240 SURG. LIGHT,SEISMIC, DUAL CTR MT	PAR960055613	OR 7	SelectChoice Agreement	Renewal	Comprehensive	\$1,445.68		\$1,445.68	
Start Date:	09/01/2011	End Date:	08/31/2012						
<b>**Inspection Schedule</b>									
SO240 SURG. LIGHT,SEISMIC, DUAL CTR MT	PAR960055618	OR 8	SelectChoice Agreement	Renewal	Comprehensive	\$1,445.68		\$1,445.68	
Start Date:	09/01/2011	End Date:	08/31/2012						
<b>**Inspection Schedule</b>									
SO240 SURG. LIGHT,SEISMIC, DUAL CTR MT	PAR960055611	OR 9	SelectChoice Agreement	Renewal	Comprehensive	\$1,445.68		\$1,445.68	
Start Date:	09/01/2011	End Date:	08/31/2012						
<b>**Inspection Schedule</b>									
SO240 SURG. LIGHT,SEISMIC, DUAL CTR MT	PAR960055616	RM 3068	SelectChoice Agreement	Renewal	Comprehensive	\$1,445.68		\$1,445.68	
Start Date:	09/01/2011	End Date:	08/31/2012						
<b>**Inspection Schedule</b>									
SO240 SURG. LIGHT,SEISMIC, SGL CTR MT	PAR9600556N2	OR 11	SelectChoice Agreement	Renewal	Comprehensive	\$1,445.68		\$1,445.68	
Start Date:	09/01/2011	End Date:	08/31/2012						
<b>**Inspection Schedule</b>									
SO240 SURG. LIGHT,SEISMIC, SGL CTR MT	PAR9600556N1	TRAUJMA ER	SelectChoice Agreement	Renewal	Comprehensive	\$765.73		\$765.73	
Start Date:	09/01/2011	End Date:	08/31/2012						
<b>**Inspection Schedule</b>									

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No. of items to be inspected: 31

Address Sub Total

\$39,823.69

No. of items to be inspected: 31  
Billing Frequency: Annually

Adjustments \$ 0.00

First Year Price	\$ 39,823.69
Second Year Price	\$39,823.69
Third Year Price	\$39,823.69
Fourth Year Price	\$40,620.16
Fifth Year Price	\$41,432.57
<b>Total Agreement Price</b>	<b>\$201,523.80</b>

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

STERIS Agreement # 83006718/13

SUBSCRIBER

STERIS

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
PO #: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
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). Subscriber is eligible to participate in STERIS's current Surgical Upgrade Program with the purchase of new Surgical Capital Equipment.

STERIS Service	Complete maintenance and repair package for those who want the simplest way to cover their investment
<b>Maintenance Coverage</b>	
<b>EQUIPMENT MAINTENANCE</b>	
Meets OEM Recommended Maintenance & Safety Standards	●
Scheduled Maintenance Labor	●
Scheduled Maintenance Parts (Where applicable)	●
Travel Charges	●
Repair Labor	●
Repair Parts	●
<b>CUSTOMER SUPPORT</b>	
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](http://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. 1<sup>st</sup> 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 1<sup>st</sup> 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 1<sup>st</sup> 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

**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:**

STERIS will perform the Services according to the following parameters and in accordance with the Service Options selected by Subscriber

- (a) Recall Alerts - STERIS will provide a recall alert monitoring and notification service for STERIS equipment.
  - (b) 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.
  - (c) 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.
  - (d) 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. All response times are in accordance with Section 3(c).
  - (e) 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.
  - (f) SecureCare Guaranteed Performance - (Uptime and Response Time). Uptime is the percentage of time during "Available Operational Hours" during which the Equipment is not subject to Downtime. Uptime performance is defined on an individual Equipment serial number basis. Downtime begins
    - (i) When a Service Request is opened via a call to the Customer Support Center.
    - (ii) With a STERIS initiated dispatch confirmation from ProConnect Response Center Email notification.
    - (iii) Receipt of an eService notification from Subscriber.
- Downtime is concluded when the Service Request is closed/completed by the Field Service Technician or Customer Support Center. Downtime exclusions are defined in section 5 (d)(e). Compliant performance is based on the number of permissible Equipment Downtime hours. Downtime hours  $\leq$  (Total Available Annual Hours) \* (100% - Uptime %). For example, a 95% Uptime contract based annual attainment period, 7days/week, 24 hours/day Down = Hours  $\leq$  (52 weeks \* 7 days \* 24 hours/day) \* (1.0 - 0.95). Response Time is the time required for an issue to be resolved remotely, or for a Field Service Representative to arrive on site, once a customer initiated trouble call is received. Response Time hours are defined on an individual serial number basis. The response time window begins when (i) a Service Request is opened resulting from a call to Customer Support Center, (ii) with a STERIS initiated dispatch confirmation from ProConnect Response Center Email notification, or (iii) eService notification from Subscriber. Response time hours are defined in Sections 3 (c) and (d).

**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.
- (d) Refunds/Cancellation Charges - If this Agreement is terminated by Subscriber other than in accordance with Section 4(c) above, Subscriber will pay to STERIS the difference, if any, between
  - (i) the value of the Services provided by STERIS during the then current term of this Agreement, as calculated at STERIS's then current time and material rates, as of the effective date of such termination and
  - (ii) the total fees paid by Subscriber during the then current term of this Agreement as of the effective date of such termination. The parties acknowledge and agree that the payment contemplated by this Section 4(c) is not a penalty, but is instead a reasonable attempt to quantify the damages to STERIS in the event of the termination contemplated by this Section 4(d) and that this Section 4(d) is reasonable under the circumstances.
- (e) End of Term – If the entire value of the Block of Parts and/or Block of Time Contract is not used by Subscriber prior to expiration of this 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).
  - (ix) 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 year of the Initial Term. Thereafter, STERIS shall have the right to increase the Prices on an annual basis 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 thirty (30) days of receipt. STERIS may assess interest charges for late payment at the rate of 1 1/2% per month or the highest rate allowed by law, whichever is less, and Subscriber agrees to pay such charges. 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, Surgivision Light cameras, certain surgical monitors or recorders, generators, water tanks, reservoirs, SYSTEM 1 trays, and SYSTEM 1 lids.
  - (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;
  - (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) 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;
- (vii) Repairs resulting from operator error, misuse, abuse, improper operation or installation, defective accessories, being dropped, fire, loss, theft, utility failure, negligence by any party or other acts beyond the reasonable control of STERIS, or where STERIS determines that in fact no repair is actually required;
- (ix) Parts or labor required for recall or safety oriented modifications to non-STERIS Equipment;
- (x) Any repairs 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.
- (e) Additional SecureCare Guaranteed Performance Exclusions (Uptime and Response Time): preventive maintenance or scheduled service, facility utility issues, operator error, hours when facility access is not permitted, hours when dispatch based on ProConnect Response Center Email notification has not been confirmed by Subscriber, wait time when the technician is on site but unable to gain access to the equipment, malfunctions, repairs, and/or adjustments resulting from or necessitated by factors external to the equipment such as environmental systems, vandalism, acts of God, misuse, or abuse, etc., delays in repair of equipment due to circumstances beyond the reasonable control of STERIS, delays in repair of equipment due to parts not being available from vendors other than STERIS (external utilities, facility repairs, etc), equipment that is inoperative for normal use when in automatic mode but would function satisfactorily through the proper use of manual controls or overrides.
- (f) Credit – SecureCare Guaranteed Performance. Should STERIS fail to meet its obligations under a SecureCare Uptime Guaranteed Performance agreement, or a SecureCare Guaranteed Performance Response Time agreement, Subscriber will be given a credit equivalent to (1) one month in duration at no charge at the time of contract renewal or execution of a new Service Agreement. A maximum of (1) one credit will be applied per the annual contract period. The credit will only apply to the specific single piece of equipment that fails to meet the defined performance requirements; this credit can not be combined with other devices or grouped together with other equipment. This credit will be the sole and exclusive remedy for any failure to meet the guarantee.

**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 and will defend and indemnify STERIS for any claims or liability arising from the condition or use of that item including any personal injuries to or death of any employees of Subscriber or STERIS.
- (b) The SYSTEM 1 equipment shall be deleted from the Equipment List with immediate effect where required by federal, state, or local laws or regulations and STERIS shall not provide any further Services for the subject equipment. The invoice for the Services shall be adjusted accordingly, and the charges shall be adjusted on a pro rata basis where the Equipment is deleted during a billing cycle.
- (c) 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.
- (d) 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 Origin. Title and risk of loss or damage to the service parts shall pass from STERIS to Subscriber upon delivery to a carrier at point of shipment.
  - (b) Any shipment, delivery, or performance date stated in the Subscriber's purchase order or other document delivered in connection with an order for service parts pursuant 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 the Subscriber. Any extra charges incurred for additional services, such as 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.
- (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. Subscriber will maintain a standing purchase order to cover any such service and parts billing, and will pay all such charges in full within thirty (30) 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 - 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) Provide a 10/100 Base T Ethernet connection or wireless connection to Subscriber's network with internet access at each piece of connected equipment
  - (iii) Provide a desktop PC with Internet access running Windows XP with a 2.8GHz processor, 512MB of RAM & 5 GB of available hard drive space (if required to support remote monitoring) - PC will need to be kept up to date with the latest security & antivirus software.
  - (iv) A local STERIS login at the PC - Username should be STERIS and the Password should be ProConnect (STERIS Customer Number)
  - (v) Provide access to Subscriber's TCP/IP wired or wireless network & a fixed IP address for the desktop PC (if required)
  - (vi) Provide Ethernet cables to connect each piece of STERIS equipment and the facility PC (if required) to the facility network
  - (vii) Allow STERIS to monitor all connected equipment from its ProConnect Response Center
  - (viii) SecureCare Guaranteed Performance Uptime Contracts require ProConnect remote monitoring enabled equipment, active ProConnect network and equipment connectivity, phone triage designed for the identified Uptime coverage period. Warranty period coverage becomes valid 30 days after completion of startup activity.



**10. Excused Performance:**

STERIS's obligation to provide the Services will be relieved during any period during which STERIS's employees do not have access to Equipment by reason of war, act of terrorism, military action, nuclear hazard, energy shortage, government action, labor unrest, fire, act of God, 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 it's or Subscriber's inability to obtain necessary replacement parts.

**11. Limited Warranty:**

STERIS warrants that the Services and parts, and the labor associated with such parts, provided hereunder will be free from defects in material and workmanship under normal use and operation for a period of ninety (90) days from the date provided (the "Warranty Period"). During the Warranty Period, STERIS will repair such defects or replace any defective parts or labor at STERIS's expense. All replacement parts (whether new or reconditioned) will be of equivalent quality to the parts replaced, and replaced parts will become the property of STERIS. Parts generally considered as expendable during normal use are not covered under this warranty, nor is any repair or part replacement made necessary by operator error, misuse, abuse, improper operation, defective accessories, being dropped, fire, loss, theft, power failure, negligence by any party other than STERIS, or other acts or omissions beyond the reasonable control of STERIS, or where STERIS 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.

**12. 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.

**13. Indemnity:**

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, 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 damages to the extent caused by the willful acts or the negligence of STERIS. Subscriber agrees to defend, indemnify and hold STERIS harmless from any and all claims, liability, damages or expenses (including reasonable attorneys' fees) due to personal injuries, including death, to employees of Subscriber or STERIS or to third parties and from property damage to the extent caused by the willful acts or the negligence of Subscriber or the strict liability of Subscriber.

**14. Non Disclosure:**

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. 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.

**15. Non Solicitation:**

For the duration of this Agreement and for a period of two (2) years thereafter, Subscriber agrees not to solicit for employment or employ any STERIS technician or manager who has been engaged in providing services in connection with this Agreement. Due to the difficulty of ascertaining damages in the event of a breach of this provision, Subscriber agrees to pay STERIS as liquidated damages a sum equal to twelve (12) months pay for each hired technician or manager at the rate of the last full month of employment with STERIS. This change shall be in addition to, and not in lieu of, the Company's right to terminate this contract pursuant to Section 4, obtain an injunction against the continued employment of the covered employee, as well as to pursue any other legal or equitable remedies which may be available.

**16. 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.

**17. 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.

**18. 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.

**19. 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.

**20. Complete Agreement, Modification and Applicable Law:**

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 Ohio and the United States, applicable therein. For the purposes of any legal proceedings arising in connection with this Agreement, each of the parties agree to the original and non-exclusive jurisdictions of the courts of Ohio, C.A.C. Fed. N.A.

SUBSCRIBER

STERIS CORPORATION

By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
PO #: _____	

FORM APPROVED COUNTY COUNSEL  
 BY: NEAL R. KIPNIS DATE: 08/17/10