

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number

26-427

SAP Number

Arrowhead Regional Medical Center

Department Contract Representative	<u>Andrew Goldfrach</u>
Telephone Number	<u>(909) 580-6150</u>
Contractor	<u>Supplier Lifesciences LLC</u>
Contractor Representative	<u>Nino Vultaggio</u>
Telephone Number	<u>(949) 784-9390</u>
Contract Term	<u>June 9, 2026 through June 8, 2029</u>
Original Contract Amount	<u>Non-Financial</u>
Amendment Amount	<u>Non-Financial</u>
Total Contract Amount	<u>6012</u>
Cost Center	<u>6012</u>
Grant Number (if applicable)	<u></u>

Briefly describe the general nature of the contract: Non-financial HemoSphere Alta 360 Service Agreement, including non-standard terms, with Supplier Lifesciences LLC, for the service and maintenance of the HemoSphere Alta Cardiac equipment provided by Edwards Lifesciences LLC, for the term of June 9, 2026 through June 8, 2029.

FOR COUNTY USE ONLY

Approved as to Legal Form

Bonnie Uphold

Bonnie Uphold, Supervising Deputy County Counsel

Date 6/2/2026

Reviewed for Contract Compliance

Date

Reviewed/Approved by Department

Andrew Goldfrach

Andrew Goldfrach, ARMC Chief Executive Officer

Date 6/3/26



HemoSphere Alta 360 Service Agreement

This Service Agreement (with its attachments, the "Agreement"), is entered into as of the Effective Date between Supplier Lifesciences LLC ("Supplier") and San Bernardino County on behalf of Arrowhead Regional Medical Center BT#528594 ("Customer") for the service of equipment purchased by Customer (the "Equipment") as referenced in an Supplier quote for service ("Quote").

In consideration for payment of the Service Fee (defined in Section 8), Supplier's obligations under this Agreement shall be to provide service and updates and upgrades to the Equipment software during the Service Period (defined in Section 2(a)) in accordance with the following terms, scope, conditions, limitations, exceptions, and definitions set forth in this Agreement.

1. Definitions.

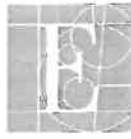
- (a) "**Covered Equipment**" means the Equipment listed on Appendix A found to be defective under normal use and service (i.e., not fit for use for the purposes and indications described in the labeling when used in accordance with the directions for use). Covered Equipment does *not* include any Equipment that (1) has been disassembled, opened, repaired or altered by persons other than Supplier or its authorized representatives, (2) has been used beyond its "Useful Life" dates as indicated, where applicable, on the Equipment's labeling; (3) has had its labeling or serial number removed; (4) had pre-existing damage or reported or unreported failures prior to execution of this Agreement; or (5) has not been properly maintained by Customer per the operator's manual or IFU.
- (b) "**Effective Date**" means the date when the parties execute this Agreement for the Initial Term of the Agreement, subject to provision of payment or Supplier receives a purchase order for payment for the Initial Term of the Agreement.
- (c) "**Monitor**" means the unit including the panel screen of the Covered Equipment but not including the cables, modules, and accessories.
- (d) "**Peripheral Equipment**" –Power Cable, Pressure Out Cable, and Roll Stand.
- (e) "**Replacement Equipment**" means new or repaired equipment or parts provided at Supplier sole discretion, to Customer in exchange for Covered Equipment. Although repaired to factory functional standards, the Replacement Equipment may not be equivalent in appearance to the Covered Equipment returned to Supplier for exchange.

2. Term

- (a) Term – The term for this Agreement shall be for the duration of the term purchased as set forth on the Quote (the "Initial Term"), unless terminated earlier as provided herein. This Agreement may renew upon mutual written agreement unless Supplier gives notice to Customer that such Covered Equipment becomes discontinued, obsolete, or out of service. The Initial Term and any subsequent Renewal Term shall be referred to as the "Service Period."
- (b) Termination—Either party may terminate this Agreement upon thirty (30) days written notice to the other party for any uncured material breach of this Agreement by Customer. The parties acknowledge and agree that material breaches include, but are not limited to, (1) fraud, (2) material misrepresentation, (3) Customer's failure to allow Supplier to provide software Updates to Equipment (as further described in Section 3(l) herein), (4) Customer's failure to return Equipment as described in Section 3(c-e) herein, and/or (5) Customer's failure to pay applicable fees under this Agreement. Customer may terminate this Agreement for its convenience upon thirty (30) days' prior written notice. Upon Customer's termination, Customer will not receive a refund of any Services Fees already paid.

3. Scope of Services Included: Supplier will replace any Covered Equipment returned to Supplier in accordance with the terms of this Agreement. The decision of whether to replace Covered Equipment (or a part thereof) or to use a new or repaired part will be made by Supplier, in its sole discretion.

- (a) This Agreement covers the costs of parts, labor and shipping costs to replace Covered Equipment at an Supplier authorized service center per the terms of this Agreement. Damage may include physical and/or liquid damage.
- (b) ClearSight Preventative Maintenance as listed below in Section 11, if applicable.
- (c) Supplier When Replacement Equipment is accepted by Customer as a permanent replacement to the original Covered Equipment, Customer no longer owns the Covered Equipment and is responsible for returning the Covered Equipment to Supplier within ten (10) business days from the delivery of the Replacement Equipment. Upon acceptance by Customer, this Agreement will transfer to the Replacement Equipment for the duration of the Service Period. If Customer's original make and model is no longer available, the Customer will receive comparable Replacement Equipment. If Customer does not return the Covered Equipment to Supplier's designated return location within ten (10) business days from delivery of the Replacement Equipment, Customer agrees to be billed for the current List Price of the Replacement Equipment provided.
- (d) Materials used by Supplier in the repair or replacement of Covered Equipment will be on an exchange basis and all removed materials will become Supplier's property.
- (e) All repairs shall be performed only by an Supplier authorized Service Center by qualified service technician or other authorized representative using new or factory repaired parts. Supplier will not reimburse Customer for services that are performed by any party other than an Supplier authorized Service Center. If a party other than an Supplier authorized Service Center disassembles, opens, repairs, alters Equipment or breaks the internal warranty seals of Equipment ("Unauthorized Repair"), Supplier may, in its sole discretion, immediately void the Equipment's warranty and terminate this Agreement or coverage for the particular Equipment with Unauthorized Repair upon written notice to Customer. Third party healthcare technology management



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entities are not authorized by Supplier to contract for or provide repair services for any of the Covered Equipment.

- (f) Supplier does not authorize any person or entity to create for it any other obligations of liability in connection with this Agreement.
- (g) Supplier's technical support is available twenty-four (24) hours a day, seven (7) days a week and can be contacted at 1-800-822-9837.
- (h) Supplier cannot guarantee next business day replacement on weekends, company holidays, after 2:00 pm Pacific Time each workday or for circumstances beyond Supplier's control (such as carrier strikes, delivery service interruptions, regional holidays, severe weather, etc.). Supplier also cannot guarantee next business day replacement to locations for which FedEx service is not available.
- (i) Any external identification (such as, for example, Customer labels and stickers) sent with the Covered Equipment by Customer to Supplier for repair (or preventive maintenance, if applicable to this Agreement) will not be returned to Customer.
- (j) During the Service Period, software updates may become available from time to time. Software updates means a revision, patches, bug fixes, performance optimization, correction, modification, work-around or derivative to the software that is made generally available by Supplier as part of this Agreement and shall enable it to perform in accordance with the documentation. Customer agrees that Supplier has the right to access the Equipment upon reasonable prior notice to install any and all such updates. If Customer does not permit Supplier to update the Equipment in a timely fashion, Supplier may void the Equipment's warranty.
- (k) During the Service Period, software technology expansion upgrades to the Equipment's software may become available from time to time. Upon Customer request, Supplier may upgrade the Covered Equipment to install any and all such upgrades. Upgrades in this instance shall mean new software versions improvements, modifications, upgrades, and additions to the software that Supplier commercially releases to its end users generally during the term of this Agreement to correct deficiencies or enhance the capabilities of the software, together with update of the documentation to reflect such new versions, improvements, modifications, upgrades or additions; provided, however, that the foregoing shall not include new, separate product offerings, new modules, re-platformed software or new functionality or expansion upgrades including but not limited to Supplier's connectivity services.
- (l) Upon Customer request, Supplier will upgrade the Covered Equipment's operating system to the current operating system in use by Supplier, if necessary for use of the Covered Equipment.

4. Requirements for Service Eligibility. To be entitled to receive Service the Customer must do the following:

- (a) **Troubleshoot with Supplier.** Customer is required to reasonably troubleshoot with Supplier's Technical Support personnel to verify the nature of the problem before returns for repairs are authorized by Supplier. Service may be refused if Customer is unwilling to provide detailed information about the failure or isolate defective components or Equipment from hospital inventory.
- (b) **Maintenance.** Customer is required to conduct regular maintenance on the Equipment as prescribed in the operator's manual or Instructions For Use ("IFU").
- (c) **Customer Responsibility for Shipping.** Customer must return the Equipment at Customer's expense, via freight shipping on an Supplier issued Returned Goods Authorization ("RGA") to the location indicated by Supplier. Information regarding the specific nature of each failure and detailed description of logged messages is required prior to the issuance of an RGA from Supplier's Technical Support.
- (d) **Disposable Products.** Customer agrees to use only Supplier's disposable products with Equipment. Supplier can make no guarantee to the accuracy and validity of the parameters displayed by a Monitor when used with the disposables other than genuine Supplier's disposable products. Use of non-approved sensors will have the effect of immediately terminating this Agreement.

5. Exceptions.

- (a) Non-serialized cables, accessories (i.e., carts, mounting adapters, patient cables, and CO-Set Probes), disposable products are specifically excluded from coverage under this Agreement; and Supplier is not responsible for returning such accessories or products that are sent to Supplier. Only serialized cables that are listed by serial number in Appendix A are included under this Agreement.
- (b) Also excluded from coverage is any Equipment where the claim, in Supplier's sole opinion, arises out of:
 - i. theft, misuse, abuse or neglect;
 - ii. use of the Equipment outside of normal operating conditions, specifications, or environment or in a manner not authorized by Supplier;
 - iii. lack of routine care or maintenance as indicated in any Supplier operating or maintenance instructions;
 - iv. failure to use or take any proper precautions under the circumstances;
 - v. user modification of any Equipment;
 - vi. computer viruses and other changes to the operating system or environment which adversely affect the applicable Equipment;
 - vii. defects, problems, or failures created by third party products (except those comprising parts or components of Supplier's products) or their interface with Supplier's products;
 - viii. Force Majeure Events;
 - ix. latent defects discovered after the expiration of the Service Period;
 - x. any disassembled, open, repaired, or altered Equipment or Equipment with broken internal warranty seals;



- xi. any attempts to copy, disassemble, decompile, reverse engineer, or otherwise attempt to derive any code or other trade secrets of or pertaining to the Equipment or software; and
 - xii. any attempts by third party service entity to disassemble, open, repair, or alter Equipment.
6. **Specific Limitation on Equipment Replacement.** Replacement of Equipment under this Agreement shall be determined by Supplier in its sole opinion, after review of a service request or inspection of Equipment.
- a. **Monitor Replacement:** For each Monitor, service under this Agreement is limited to a maximum of one (1) replacement for each Monitor covered within any twelve (12) month period beginning from the date of the first replacement. The first Monitor replacement will be replaced free of charge, and the second replacement requested within the twelve (12) month duration or any subsequent Monitor requests will be subject to a fee \$8,000.00.
 - b. **Battery Replacement:** For each Battery, service under this Agreement is limited to a maximum of one (1) replacement for each Battery covered within any twelve (12) month period beginning from the date of the first replacement. The first Battery replacement will be replaced at no charge, and the second replacement requested within the twelve (12) month duration or any subsequent battery replacement requests will be subject to a fee \$515.00.
 - c. **Peripheral Equipment:** For Peripheral Equipment, service under this Agreement is limited to liquid or physical damage and failures. Damaged Peripheral Equipment must be sent back to an authorized Supplier service center prior to fulfillment of a replacement request.
 - d. **Heart Reference Sensor Replacement:** For each heart reference sensor covered under this Agreement, service is limited annually to a maximum of one (1) replacement for either (i) a damaged heart reference sensor; or (ii) an expired heart reference sensor. The second or subsequent replacements will be subject to list price.
 - e. **Oximetry Cable Replacement:** For each oximetry cable covered under this Agreement, service is limited annually to a maximum of one (1) replacement for either (i) a damaged oximetry cable; or (ii) an expired oximetry cable. The second or subsequent replacements will be subject to list price.
7. **Charges for Excluded Labor and Parts.** Supplier is obligated to provide service only within the terms stated in this Agreement. Any labor, parts or expense to provide service and/or repairs beyond these terms shall be pre-approved in writing by Customer and paid to Supplier net 30 days from receipt of invoice.
8. **Service Fee.** The fee for the services provided under this Agreement shall be as indicated on Supplier's Quote to which Customer issues a corresponding purchase order (the "Service Fee"). The Service Fee is due and payable at the beginning of the Initial Term and at the beginning of any Renewal Term. Customer shall issue purchase orders for Service Fees upon execution of this Agreement and at least ninety days prior to the renewal of the Service Fees. Supplier shall invoice Customer in advance in accordance with each order. If any issuance of a purchase order or amount due and owing by Customer hereunder is thirty (30) or more days overdue, Supplier may, without limiting its other rights and remedies, suspend all Services to Customer until such amounts are paid in full. Supplier shall give Customer at least ten (10) days' prior notice that its account is overdue before suspending such Services. The Service Fee is non-refundable.
9. **Limited Warranty.** Supplier shall perform its services hereunder in a workmanlike manner. Supplier's obligation to repair any defects in the Equipment shall be limited to the terms of this Agreement. SUPPLIER MAKES AND THE CUSTOMER RECEIVES NO WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR IN ANY OTHER PROVISION OF THIS AGREEMENT OR ANY OTHER COMMUNICATION; AND SUPPLIER SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
10. **Limitation of Liability; Exclusion of Consequential Damages for Service.** EXCEPT FOR CLAIMS BASED ON INDEMNIFICATION, PERSONAL INJURIES (INCLUDING DEATH), GROSS NEGLIGENCE, VIOLATIONS OF LAW, AND WILLFUL MISCONDUCTION, IN NO EVENT SHALL SUPPLIER'S EACH PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT GIVING RISE TO SUCH CLAIM, NOT TO EXCEED THE MANUFACTURER'S RETAIL PRICE FOR THE APPLICABLE EQUIPMENTSUPPLIER'S SUPPLIER'S. IN NO EVENT SHALL SUPPLIER EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR EXEMPLARY DAMAGES OF ANY NATURE IN CONNECTION WITH THIS AGREEMENT AND THE SERVICES OR SOFTWARE PROVIDED HEREUNDER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR: LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION OR DATA STORAGE, LOSS OF GOODWILL, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE, EVEN IF SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
11. **Preventive Maintenance for ClearSight (If Applicable)**
- (a) **PM for ClearSight.** If the purchased service package includes Preventative Maintenance ("PM") for ClearSight, one (1) PM will be provided to the Customer at no charge during the Service Period. It is recommended to send HemoSphere advanced monitoring platforms with ClearSight technology (HemoSphere Alta Smart Recovery Monitor [Model ALTASR1] and HemoSphere Alta All-on-One monitor [Model ALTAALL1]) to a qualified Supplier Service Center for PM every two (2) years. PM services are not offered or recommended on any other piece of equipment provided by Supplier, including, but not limited to, ALTACR1, PC2K, EVHRS, HEMPSC100. Supplier agrees to provide PM on an exchange or repair basis, as determined by Supplier, in its sole discretion.
 - (b) **Obtaining PM Service.** Customer is required to contact Supplier's Product Technical Support team (1.800.822.9837) to request PM. At that time of request, the Customer must provide the serial numbers of the devices that need the PM. Customer will be issued a Returned Goods Authorization ("RGA") to send the HemoSphere Alta Smart Recovery Monitor [Model ALTASR1] or HemoSphere Alta All-on-One monitor [Model ALTAALL1] back to Supplier for an exchange. Customer will be shipped, via ground transportation, a fully refurbished, maintained, and current HemoSphere Alta monitor.
 - (c) **PM Inclusions.** HemoSphere Alta monitors returned to the Customer will be returned with the same or compatible software to their existing equipment. The primary system (ALTASR1 or ALTAALL1) must also be at compatible revisions for the Pressure Controllers to function. Detailed instructions and assistance are available through Product Technical Support.
 - (d) **Returning Equipment.** Customer is encouraged to package the Equipment in the packaging material provided by Supplier with the replacement product to protect it from damage. Customer is responsible for the damage caused to the Equipment if returned Equipment is not sufficiently packaged to protect



the Equipment from damage while in transit. All other services provided by this Agreement will be suspended until payment is received by Supplier for damaged Equipment.

12. **Assignment.** This Agreement is assignable by Customer to a successor owner, as long as the Covered Equipment remains the property of the successor owner, coverage will continue. Supplier may assign this Agreement to Becton, Dickinson and Company ("BD"), or any of its subsidiaries, without prior written consent of Customer, however, shall provide notice of such assignment. However, in the event Supplier makes a permitted assignment under this provision, Customer may terminate this Agreement upon written notice. In the event of such termination, a refund of the Service Fees shall be provided by Supplier to Customer on a pro-rata basis based on the date of termination less the actual costs of Services provided.
13. **Survival.** The parties agree that the obligations under Sections 10 and 13-24 shall survive termination or expiration of this Agreement.
14. **Force Majeure.** The obligations of either party to perform under this Agreement shall be excused during each period of delay caused by matters (not including lack of funds or other financial causes) such as strikes, utility interruptions, shortages of raw materials, government orders acts of God, epidemics, pandemics, or other circumstances that are reasonably beyond the control of the party obligated to perform (each a "Force Majeure Event"). Each party shall nonetheless use commercially reasonable efforts to recommence performance as soon as reasonably practicable.
15. **Notices.** All notices or other communications required to be given hereunder shall be in writing and shall be delivered by personal delivery, mail, or courier of the other party set forth on this Agreement. Notice shall be deemed given based on any one of the following notification methods: upon personal delivery; upon the courier's confirmed delivery if sent by courier; and if sent by mail with proper postage prepaid, five (5) days after the date of mailing. A party may change its address for notice by delivering to the other party written notice.
16. **Applicable Law; Jurisdiction.** This Agreement shall be construed according to the laws of California without regard to its choice of law principles. For purposes of all claims brought under this Agreement, each of the parties hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts located in Orange County, California.
17. **Attorneys' 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.
18. **Entire Agreement; Modification and Waiver.** This is the entire agreement between Supplier and the Customer relating to the subject matter hereof and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, which may have related to the subject matter hereof in any way. This Agreement may be amended only by a writing executed by the Customer and Supplier. The failure of either party at any time to require performance by the other party of any provision hereof shall not affect in any way the right to require such performance anytime thereafter. Nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of any subsequent breach of the same provision or any other provision.
19. **Purchase Order Terms.** The terms stated in this Agreement and those contained in the Supplier's Quote for the applicable Equipment are the exclusive terms regarding the Customer's rights and obligations with respect to the services provided hereunder. Any inconsistent or conflicting terms or conditions stated in any purchase order, acknowledgement or invoice shall be of no force and effect, and no course of dealing, usage of trade, or course of performance shall be relevant to explain or modify any term expressed in the Agreement. The issuance of a purchase order and/or payment of an invoice by the Customer shall constitute full and unconditional acceptance and acknowledgement of this Agreement and its terms by the Customer.
20. **Severability.** If any of the provisions of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall nevertheless be effective, the intent being to fully effectuate this Agreement possible.
21. **No Third-Party Beneficiaries.** This Agreement is intended solely for the mutual benefit of the parties hereto and there is no intention, expressed or otherwise, to create any rights or interests for any other party or person other than the parties.
22. **Language.** The official version of this Agreement is in the English language and this Agreement will be construed in accordance with this version. Translations of this agreement into any other language are for the purpose of accommodation only and shall be of no legal effect.
23. **Levine Act - Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439).** Supplier has disclosed to the Customer using Attachment B – Levine Act - Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439), whether it has made any campaign contributions of more than \$500 to any member of the San Bernardino County ("County") Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within the earlier of: (1) the date of the submission of Supplier's proposal to the County, or (2) 12 months before the date this Agreement was approved by the County Board of Supervisors. Supplier acknowledges that under Government Code section 84308, Supplier is prohibited from making campaign contributions of more than \$500 to any member of the County Board of Supervisors or other County elected officer for 12 months after the County's consideration of the Agreement. In the event of a further proposed amendment to this Agreement, Supplier will provide the County a written statement disclosing any campaign contribution(s) of more than \$500 to any member of the County Board of Supervisors or other County elected officer within the preceding 12 months of the date of the proposed amendment. Campaign contributions include those made by any agent/person/entity on behalf of the Supplier or by a parent, subsidiary or otherwise related business entity of Supplier.
24. **Electronic Signature.** 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.
25. **Indemnification.** Supplier agrees to indemnify, defend and hold harmless Customer and its authorized officers, employees, agents and volunteers from and against all claims, actions, losses, damages and/or liability which customer may be required to pay to third parties in settlement or judgments (including reasonable attorneys' fees and court costs) for bodily injury (including death) or property damage resulting from the negligent or wrongful act or omissions by Supplier, its agents or employees. Supplier's indemnity obligations shall not apply to the extent any claims, liabilities, damages, losses, costs, and expenses are caused by or arise from the sole negligence, acts or omissions of Customer, its agents or employees. If any demand or claim is made or suit is commenced against Customer for

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which Supplier has an indemnity obligation under this Section ("Indemnity Claim"), written notice of such claim shall be promptly provided to Supplier. However, Customer's failure to provide or delay in providing such notice will relieve Supplier of its obligations only if and to the extent that such delay or failure materially prejudices Supplier's ability to defend such lawsuit or claim. Supplier shall have the right to exercise sole control over the defense and settlement of any such Indemnity Claim for which indemnification or defense is sought, including the sole right to select defense counsel and to direct the defense or settlement of any such Indemnity Claim or suit; provided that Supplier shall not enter into any settlement or admit fault or liability on the Customer's behalf without the prior written consent of the Customer, which consent shall not be unreasonably withheld or delayed. Customer shall have the right to select and obtain representation by separate legal counsel. If Customer exercises such right, all costs and expenses incurred by Customer for such separate legal counsel shall be borne by Customer. If any injury is caused by the negligence or fault of both Supplier on the one hand and Customer on the other hand, the apportionment of said damages shall be shared between Supplier and Customer based upon the comparative degree of each other's negligence or fault, and each shall be responsible for its own defense and costs, including but not limited to the costs of defense, attorneys' fees, witnesses' fees and expenses incident thereto.

26. **Insurance.** Supplier agrees to comply with the insurance requirements set forth on Appendix B, attached hereto and incorporated herein by this reference.

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

SAN BERNARDINO COUNTY

▶ 

Dawn Rowe, Chair, Board of Supervisors

Dated: JUN 09 2026

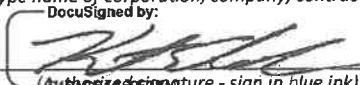
SIGNED AND CERTIFIED THAT A COPY OF THIS

DOCUMENT HAS BEEN FORWARDED TO THE
CHAIRMAN OF THE BOARD

By  _____
Clerk of the Board of Supervisors
of San Bernardino County
Deputy

SUPPLIER LIFESCIENCES LLC

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

DocuSigned by:
By ▶ 
(Authorized signature - sign in blue ink)

Name Kurt Eberle
(Print or type name of person signing contract)

Title VP, Strategic Accounts & Comm
(Print or Type)

Dated: 05/05/2026

Address One Supplier Way, Irvine, CA 92614

**ATTACHMENT A
INSURANCE REQUIREMENTS**

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

1. Supplier shall secure and maintain throughout the Agreement term the following types of insurance with limits as shown through a program of self-insurance or any combination thereof:
 - a. Workers' Compensation/Employer's Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of Supplier and all risks to such persons under this Agreement. If Supplier has no employees, it may certify or warrant to the Customer that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the Customer's Director of Risk Management. With respect to contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.
 - b. Commercial/General Liability Insurance – Supplier shall carry General Liability Insurance covering all operations performed by or on behalf of Supplier 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:
 - i. Premises operations and mobile equipment.
 - ii. Products and completed operations.
 - iii. Broad form property damage (including completed operations).
 - iv. Personal injury.
 - v. Contractual liability.
 - vi. \$2,000,000 general aggregate limit.
 - c. 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 accident. If Supplier is transporting one or more non-employee passengers in performance of Agreement services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence. If Supplier owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.
 - d. Umbrella Liability Insurance – An umbrella or excess policy may be used to comply with limits. The umbrella/excess policy evidenced sits in excess of General Liability/Products only.

Errors and Omissions Liability Insurance – Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits
2. **Additional Insured.** All policies, except for Worker's Compensation and Errors and Omissions policies shall contain additional endorsements naming the Customer and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the Customer to vicarious liability but shall allow coverage for the Customer to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.
3. **Waiver of Subrogation Rights.** Supplier's Workers' Compensation policy shall include a waiver of subrogation in favor of Customer, its officers, employees, agents, volunteers, contractors and subcontractors.
4. **Severability of Interests.** Supplier 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 Supplier and the Customer or between the Customer and any other insured or additional insured under the policy.
5. **Proof of Coverage.** Supplier shall furnish Certificates of Insurance to the Customer Department administering the Agreement evidencing the insurance coverage at the time the Agreement is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department. Supplier shall endeavor to provide thirty (30) days written notice to Customer if such insurance shall be terminated or expire, and Supplier shall maintain such insurance from the time Supplier commences performance of Services hereunder until the completion of such services.
6. **Acceptability of Insurance Carrier.** 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" or through a program of self-insurance or any combination thereof.
7. **Failure to Procure Coverage.** In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, the Customer has the right but not the obligation or duty to cancel the Agreement.

8. **Insurance Review.** Insurance requirements are subject to periodic review by the Customer. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the Customer. Any change requiring additional types of insurance coverage or higher coverage limits must be agreed upon by both parties and made by amendment to this Agreement.



ATTACHMENT B Levine Act – Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439)

The following is a list of items that are not covered by the Levine Act. A Campaign Contribution Disclosure Form will not be required for the following:

- Contracts that are competitively bid and awarded as required by law or County policy
- Contracts with labor unions regarding employee salaries and benefits
- Personal employment contracts
- Contracts under \$50,000
- Contracts where no party receives financial compensation
- Contracts between two or more public agencies
- The review or renewal of development agreements unless there is a material modification or amendment to the agreement
- The review or renewal of competitively bid contracts unless there is a material modification or amendment to the agreement that is worth more than 10% of the value of the contract or \$50,000, whichever is less
- Any modification or amendment to a matter listed above, except for competitively bid contracts.

DEFINITIONS

Actively supporting or opposing the matter: (a) Communicate directly with a member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] for the purpose of influencing the decision on the matter; or (b) testifies or makes an oral statement before the County in a proceeding on the matter for the purpose of influencing the County's decision on the matter; or (c) communicates with County employees, for the purpose of influencing the County's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the Board or County employees for purposes of influencing the County's decision in a matter.

Agent: A third-party individual or firm who, for compensation, is representing a party or a participant in the matter submitted to the Board of Supervisors. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

Otherwise related entity: An otherwise related entity is any for-profit organization/company which does not have a parent-subsidary relationship but meets one of the following criteria:

- (1) One business entity has a controlling ownership interest in the other business entity;
- (2) there is shared management and control between the entities; or
- (3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), "shared management and control" can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

Parent-Subsidiary Relationship: A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

Contractors must respond to the questions on the following page. If a question does not apply respond N/A or Not Applicable.

1. Name of Contractor: Edwards Lifesciences LLC
2. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?
 Yes If yes, skip Question Nos. 3-4 and go to Question No. 5 No

3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the matter and has a financial interest in the decision:
n/a

4. If the entity identified in Question No.1 is a corporation held by 35 or less shareholders, and not publicly traded ("closed corporation"), identify the major shareholder(s):

5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

Company Name	Relationship

6. Name of agent(s) of Contractor:

Company Name	Agent(s)	Date Agent Retained if less than 12 months prior

7. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subcontractor (1) actively supports the matter and (2) has a financial interest in the decision and (3) will be possibly identified in the contract with the County or board governed special district.

Company Name	Subcontractor(s):	Principal and/or Agent(s):

8. Name of any known individuals/companies who are not listed in Questions 1-7, but who may (1) actively support or oppose the matter submitted to the Board and (2) have a financial interest in the outcome of the decision:

Company Name	Individual(s) Name

9. Was a campaign contribution, of more than \$500, made to any member of the San Bernardino County Board of Supervisors or other County elected officer involved with this Contract within the prior 12 months, by any of the individuals or entities listed in Question Nos. 1-8?

No Yes If **yes**, please provide the contribution information in Question 11.

10. Has an agent of Contractor made a campaign contribution of any amount to any member of the San Bernardino County Board of Supervisors or other elected officer involved with this Contract while award of this Contract is being considered?

No Yes If **yes**, please provide the contribution information in Question 11.

11. Name of Board of Supervisor Member or other County elected officer: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Please add an additional sheet(s) to identify additional Board Members or other County elected officers to whom anyone listed made campaign contributions.

By signing the Contract, Contractor certifies that the statements made herein are true and correct. Contractor acknowledges that agents are prohibited from making any campaign contributions, regardless of amount, to any member of the Board of Supervisors or other County elected officer involved with this Contract, while award of this Contract is being considered and for 12 months after a final decision by the County. Contractor understands that the other individuals and entities (excluding agents) listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$500 to any member of the Board of Supervisors or other County elected officer involved with this Contract, while award of this Contract is being considered and for 12 months after a final decision by the County.