



Edwards Lifesciences

Agreement No	CN
Account No	JDE528594

CONSIGNMENT AGREEMENT

This Agreement is entered into as of the date this Agreement is executed by the last party to sign below (the "Effective Date"), by and between Edwards Lifesciences LLC, a Delaware limited liability company ("Consignor") and **San Bernardino County on behalf of Arrowhead Regional Medical Center** ("Consignee").

WITNESSETH:

WHEREAS, Consignor manufactures and distributes, among other medical devices, a proprietary line of heart valve therapy products ("Products"); and

WHEREAS, Consignee is an existing customer for Products and requires the ready availability of Products for implantation in patients as the need arises, and wishes to maintain an inventory of Products at its premises at 400 North Pepper Ave., Colton, CA 92324-1801 ("Premises") on a consignment basis;

WHEREAS, Consignor is willing to supply Products to Consignee on a consignment basis, subject to the terms and conditions set forth hereinbelow; and

WHEREAS, Consignor has shipped or agrees to ship to Consignee, and Consignee maintains in storage at the Premises the Products set forth in Exhibit A on a consignment basis ("Existing Consigned Products")

WHEREAS, all Products ordered and shipped on a consignment basis by Consignor to Consignee pursuant to Section 1 below shall be considered to have been consigned pursuant to this Agreement ("Consigned Product") (hereinafter, the Existing Consigned Products and Consigned Product shall be identified as the "Consignment Inventory").

NOW, THEREFORE, in consideration of the mutual promises and accommodations contained herein, the parties agree as follows:

I. SHIPMENT, STORAGE AND PURCHASE/SALE OF PRODUCTS

1. Inventory of Consigned Products.

From time to time during the term of this Agreement, and subject to its terms, Consignor and Consignee will mutually determine Products to be provided by Consignor to Consignee on a consignment basis. Following such determination: (i) Consignee will issue no-cost purchase orders for such Products; and (ii) Consignor will designate such Products as consigned Products in future shipment records of such Products. All Products designated as consigned Product in shipping records or invoices and/or ordered by Consignee to replace purchased Consignment Inventory, shall be considered to have been consigned pursuant to the terms of this Agreement and part of the Consignment Inventory. Consignee may reduce Consignment Inventory by (i) issuing a bill only purchase order following use of a Consigned Product; or (ii) returning Consigned Product to Consignor in unopened, undamaged and saleable condition.

Notwithstanding the foregoing, if in the course of its inspections performed pursuant to Section 7 below Consignor determines that models in Consignment Inventory have not been used by

Consignee in the preceding six (6) month period, Consignor shall have the right, but not the obligation, to remove such models from Consignment Inventory and adjust Consignee's par levels and product mix as deemed necessary in Consignor's reasonable discretion. Consignee shall use the Consignment Inventory only for its own internal use.

2. Delivery and Sales Terms. The parties acknowledge that Consigned Products shall be deemed to be consigned to Consignee FOB Destination. Consignee shall at that place and time promptly take possession of the Consigned Products and pay all transportation, insurance, taxes and other costs incident to the eventual arrival and storage of the Consigned Products at the Premises. All anticipated purchases of Consigned Products by Consignee shall be governed by the terms and conditions of this Agreement and those additional terms and conditions set forth in the Pricing Agreement in effect, provided, however if Consignee is a member of a group purchasing organization or an integrated delivery network that has a valid and existing agreement with Consignor that covers the supply of any Products (a "GPO/IDN Agreement"), then the additional terms and conditions of such GPO/IDN Agreement shall be set forth, and shall apply to the purchase of such Consigned Products by Consignee. This Agreement will take precedence in the event of any conflict with the provisions set forth in the Pricing Agreement or in any GPO/IDN Agreement.

3. Ownership. Anything in this Agreement to the contrary notwithstanding, the Consigned Products will remain the sole and exclusive property of Consignor until purchased as provided below, at which point title to each of the Consigned Products shall pass from Consignor to Consignee. Consignee shall not represent itself to any third party as being the owner of any such Consigned Products, claim any rights of ownership therein, nor encumber, lease, transfer or otherwise dispose of (other than in accordance with the terms of Section 6 below) any such Consigned Products.

4. Storage of Consigned Products. Consignee shall hold the Consigned Products at the Premises as agent and bailee of Consignor and will store the Consigned Products at the Premises at no cost to Consignor. Consignee shall have full responsibility for the care and condition and the safe and satisfactory storage and maintenance of the Consigned Products. Consignee assumes full liability for any Consigned Products that are missing, damaged, destroyed, or otherwise no longer in saleable condition (i.e., properly stored and maintained and in unopened and undamaged packages) resulting from any cause whatsoever, including but not limited to breakage, theft, damage by water, fire or other occurrences. Notwithstanding the foregoing, any Consigned Products that are received by Consignee in defective or damaged condition shall be reported to Consignor immediately and returned, at Consignor's cost, pursuant to Consignor's returned goods policy. Consignor shall remove and may replace expired Consigned Products at no cost to Consignee and upon expiration of Consigned Product, Consignor shall review product usage and determine if Consigned Product(s) will be replaced to the Consignee or an adjustment to Consignee's consigned inventory levels is necessary. Consignee shall be solely responsible for all taxes and charges imposed with respect to the Consigned Products while they are stored at the Premises. Consignee further agrees to segregate the Consigned Products physically from any Products owned by Consignee and to post one or more signs conspicuously identifying the Consigned Valves as the property of Consignor.

5. Insurance. Consignee shall procure and maintain in force at all times during the term of this Agreement, at Consignee's expense, all-risk property insurance by an insurance carrier or a program of self-insurance covering the Consigned Products, in an amount at least equal to the aggregate prices as set forth in Consignor's published price list for Consigned Products in effect for the period of the insurance by Consignor for all Consigned Products stored in the Premises. Upon request by Consignor, Consignee shall furnish a certificate of the existence of such insurance executed by Consignee's insurance carrier or a certificate of self-insurance. Consignee shall endeavor to provide thirty (30) days written notice to Consignor if such insurance shall be terminated or expire, and Consignee shall maintain such insurance in force at all times during the term of this Agreement.

Consignor shall comply with the insurance requirements set forth on Exhibit B for the term of this Agreement.

6. Purchase of Consigned Products. Consignee shall have the right to withdraw Consigned Products from storage, from time to time, but only for immediate use in providing care to Consignee's patients. Consignee agrees to withdraw for use those Consigned Products, from the Consignment Inventory, which have the shortest remaining shelf life, based on the expiration date on the package. Upon such withdrawal, or upon report by Consignor to Consignee of any "Discrepancy" as described in Section 7 below, Consignee shall be considered to have purchased the pertinent Consigned Products. Following such purchase of each Consigned Product, Consignee shall promptly issue to Consignor an order, but in no event later than fourteen (14) days after such purchase, for a replacement Consigned Product, thereby fully replenishing the Consignment Inventory (unless the parties have implemented an automated process, such as RFID, that detects withdrawal of Product and automatically places an order for replenishment). Consignee shall be responsible for maintaining traceability of the Products used. All orders for Consigned Products shall include: (i) the Product name, catalog/item number and serial number; (ii) the number of units to be delivered; (iii) the delivery address; (iv) any special shipping instructions; and (v) reference to this Agreement. Upon receipt of any such order, Consignor will issue an invoice for the Consigned Product or Products that was or were purchased. Consigned Products purchased by Consignee will be billed to Consignee at the price set forth in the Pricing Agreement in effect at the time of shipment of the replacement Consigned Product; provided, however, if the purchase is governed by a GPO/IDN Agreement, then the purchase price set forth in the GPO/IDN Agreement shall apply to such purchase.

7. Inspection. Consignor shall have the right, but not the obligation, to conduct a physical inspection of the Consigned Products at the Premises no less frequently than on a semi-annual basis to verify the quantity and condition of the Consigned Products, to ensure that the required Consignment Inventory is being maintained. Consignor will identify and report to Consignee any discrepancy between

- a. the Consigned Products located at Premises that are undamaged and in saleable condition, and
- b. the Consignment Inventory

(hereinafter, a "Discrepancy"). If, within thirty (30) days of Consignor's report of a Discrepancy, Consignee fails to issue to Consignor an order for Consigned Products sufficient to replenish the Consignment Inventory, Consignor is entitled to deliver Consigned Products sufficient to replenish the Consignment Inventory and issue an invoice for Consigned Products subject to the Discrepancy. Consignee shall provide Consignor's representatives reasonable access to the Premises to conduct such inspections.

8. Payment for Consigned Products. Within thirty (30) days of the date of invoice for the Consigned Product that was purchased, payment shall be due from Consignee to Consignor for such Consigned Product.

9. Obligations upon Termination. Notwithstanding any past, present or future commitment by Consignor to ship Products to Consignee, Consignee shall, no later than ten (10) days following the expiration or termination of this Agreement: (i) return to Consignor, through an authorized Consignor sales representative any or all Consigned Products then in Consignee's possession, FOB the Premises, that are unexpired, undamaged, and in saleable condition, together with an affidavit stating that Consignee has at all times stored and maintained the returned Consigned Product as required in the Product directions for use; (ii) issue a final order for all Consigned Products that are not returned or that are not in saleable condition, including any Consigned Products that are lost, opened, or damaged; and (iii) pay any outstanding invoices by the payment due date, including for the final order. At that time, Consignee shall prepare, pack and crate the applicable Consigned Products for shipment, and arrange for shipment to such new location in the United States.

10. Evidence of Ownership of Consigned Products. Consignee agrees to execute and deliver to Consignor, at any time and from time to time upon Consignor's request, such documentation

as Consignor may deem necessary or advisable to evidence Consignor's ownership of the Consigned Products. Consignee will pay all costs and expenses of recording same, in order to establish, preserve, protect and maintain Consignor's right and title to and ownership of the Consigned Products.

II. GENERAL PROVISIONS

11. Term and Termination. This Agreement shall commence on the Effective Date and remain in full force and effect for an initial term of three (3) years from the date hereof, unless sooner terminated in accordance with the terms and provisions of this Agreement. Based upon mutual written agreement in the form of an amendment to this Agreement, this Agreement may be renewed for additional one (1) year terms. Notwithstanding anything to the contrary set forth in this Agreement, either party may terminate this Agreement upon thirty (30) days prior written notice to the other party.

12. Waiver. No waiver or modification of any of the terms of this Agreement shall be valid unless in writing and signed by an authorized representative of both parties hereto. Failure by either party to enforce any rights under this Agreement shall not be construed as a waiver of such rights nor shall a waiver by either Party in one or more instances be construed as constituting a continuing waiver or as a waiver in other instances.

13. Entire Agreement. This Agreement, including the exhibits attached hereto, constitutes the entire agreement, superseding all prior or contemporaneous agreements, understandings, representations and negotiations, between the parties on the subject hereof; and there are no conditions to this Agreement which are not set forth herein. Notwithstanding the foregoing, the parties may modify the additional terms and conditions of sale by mutual written agreement, except those orders covered by a GPO/IDN Agreement. No modification to this Agreement or the exhibits attached hereto shall be affected by the acknowledgement or acceptance of any order or shipping instructions forms or similar documents containing terms or conditions at variance with or in addition to those set forth herein. In the event of a conflict between this Agreement and the exhibits hereto, the terms of this Agreement shall control.

14. Severability and Legality. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. The parties' actions under this Agreement shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders as respective to each party.

15. Assignment. This Agreement shall be binding upon and shall inure to the benefit of the successors and permitted assigns of the parties. Neither party may assign or otherwise transfer (through merger, consolidation, sale of assets or otherwise) this Agreement or any interest herein without the prior written consent of the other party, such consent shall not be unreasonably withheld. Any purported assignment without such required consent shall be void. No assignment shall relieve any party of responsibility for the performance of any obligation that accrued prior to the effective date of such assignment.

16. Intent. The parties do not intend that any payments made under this Agreement be in return for the purchasing or ordering of any goods or services other than the specific Products described in this Agreement.

17. Counterparts; Facsimile Signature Pages. This Agreement may be executed by the parties by facsimile or electronic signature and in one or more counterparts, each of which shall be deemed an original and binding and all of which, taken together, shall constitute one and the same instrument.

18. Governing Law/Venue. This Agreement shall be governed by and construed in

accordance with the laws, without reference to principles of conflicts of laws, of the State of California. Any action arising under this Agreement shall be venued in the state or federal courts of California.

19. Debarment and Suspension. Consignor to the best of its knowledge hereby represents and warrants that it is not and at no time has been convicted of any criminal offense related to health care nor has been debarred, excluded, or otherwise ineligible for participation in any federal or state government health care program, including Medicare and Medicaid.

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

*Arrowhead Regional Medical Center
400 N. Pepper Avenue
Colton, CA 92324
Attn: ARMC Chief Executive Officer*

*Edwards Lifesciences LLC
One Edwards Way
Irvine, CA 92614*

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

21. Survival. The provisions of this Agreement which by their nature are intended to survive termination or expiration, including but not limited to governing law/venue, shall remain in full force and effect following the termination or expiration of this Agreement. Such provisions shall survive and continue to bind the parties in accordance with their terms, notwithstanding any termination or expiration of this Agreement.

22. Campaign Contribution Disclosure (SB 1439). Consignor has disclosed to San Bernardino County ("County") using Exhibit C - Campaign Contribution Disclosure Senate Bill 1439, whether it has made any campaign contributions of more than \$250 to any member of the County Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within the 12 months before the date this Agreement was approved by the Board of Supervisors. Consignor acknowledges that under Government Code section 84308, Consignor is prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer for 12 months after the County's consideration of the Agreement. In the event of a proposed amendment to this Agreement, Consignor will provide the County a written statement disclosing any campaign contribution(s) of more than \$250 to any member of the 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 Consignor or by a parent, subsidiary or otherwise related business entity of Consignor.

IN WITNESS WHEREOF, the parties to these presents have caused the same to be executed as of the day and year first hereinabove written.

**SAN BERNARDINO COUNTY ON BEHALF
OF ARROWHEAD REGIONAL MEDICAL CENTER**

EDWARDS LIFESCIENCES LLC

By: _____

By: _____

Name: _____

Name: YJ Oh

Title: _____

Title: SVP, US Sales, Surgical Structural Heart

Date: _____

Date: _____

In the event that Edwards does not receive acceptance of this Agreement within 30 days of January 14, 2025, this offer shall be null and void. Executed Agreements can be emailed to christina_mims@edwards.com.

EXHIBIT A

Consignment Inventory

BT 528594 / ST 547422

Model #	Description	PAR Level
11500A19	INSPIRIS RESILIA Aortic Valve	1
11500A21	INSPIRIS RESILIA Aortic Valve	2
11500A23	INSPIRIS RESILIA Aortic Valve	2
11500A25	INSPIRIS RESILIA Aortic Valve	2
11500A27	INSPIRIS RESILIA Aortic Valve	2
11500A29	INSPIRIS RESILIA Aortic Valve	1

EXHIBIT B
Insurance Requirements

Consignor agrees to maintain insurance set forth in accordance with the requirements herein.

1. Consignor shall secure and maintain throughout the contract 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 employees performing Consignor's obligations under this Agreement. If Consignor has no employees, it may certify or warrant to Consignee 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 Consignee'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 – Consignor shall carry General Liability Insurance covering all operations performed by or on behalf of Consignor 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 and two million dollars (\$2,000,000) aggregate. The policy coverage shall include:
 - i. Premises operations and mobile equipment.
 - ii. Broad form property damage.
 - iii. Personal injury.
 - iv. Contractual liability.
 - c. Product Liability/Completed Operations – One Million Dollars (\$1,000,000) each occurrence; Two Million Dollars (\$2,000,000) aggregate, claims made basis.
 - d. 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 Consignor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

If insurance coverage is provided on a "claims made" policy, Consignor will continue to provide continuous insurance for product liability claims made either through insurance program or self-insurance or any combination thereof.

2. **Additional Insured.** All policies, except for Worker's Compensation, Product Liability/Completed Operations and Automobile Liability, shall provide Consignee with certificate holder status.
3. **Waiver of Subrogation Rights.** Consignor Workers' Compensation policy shall include a waiver of subrogation.
4. **Policies Primary and Non-Contributory.** All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by Consignee for claims resulting from Consignor's negligent acts or omissions.
5. **Severability of Interests.** Consignor 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 Consignor and Consignee or between Consignee and any other insured or additional insured under the policy.
6. **Proof of Coverage.** Upon request by Consignee, Consignor shall furnish Certificates of Insurance to Consignee evidencing the insurance coverage. Consignor shall endeavor to provide thirty (30) days written notice to Consignee if such insurance shall be terminated or expire, and Consignor shall maintain such insurance in force at all times during the term of this Agreement.
7. **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-" or through a program of self-insurance or any combination thereof.
8. **Failure to Procure Coverage.** In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, Consignee has the right but not the obligation or duty to cancel the contract.
9. **Insurance Review.** Insurance requirements are subject to periodic review by Consignee. The Consignee's 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 Consignee.



EXHIBIT C

Campaign Contribution Disclosure (SB 1439)

DEFINITIONS

Actively supporting 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-subsidiary 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. All references to "Contractor" on this Exhibit refer to Consignor. If a question does not apply respond N/A or Not Applicable.

1. Name of Contractor: Edwards Lifesciences LLC, a wholly owned subsidiary of Edwards Lifesciences Corporation (NYSE: EW), which in 2023 had sales in excess of \$6 billion.
2. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)? No
 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):
___N/A_____
5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

Company Name	Relationship
Edwards Lifesciences Corporation	Owner

6. Name of agent(s) of Contractor: N/A

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. N/A

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: N/A

Company Name	Individual(s) Name

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9. Was a campaign contribution, of more than \$250, made to any member of the San Bernardino County Board of Supervisors or other County elected officer within the prior 12 months, by any of the individuals or entities listed in Question Nos. 1-8?

No If **no**, please skip Question No. 10.

Yes If **yes**, please continue to complete this form.

10. 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 Agreement, Contractor certifies that the statements made herein are true and correct. Contractor understands that the individuals and entities listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer while award of this Agreement is being considered and for 12 months after a final decision by the County.