

**REPORT/RECOMMENDATION TO THE BOARD OF SUPERVISORS
OF SAN BERNARDINO COUNTY
AND RECORD OF ACTION**

June 9, 2026

FROM

ANDREW GOLDFRACH, ARMC Chief Executive Officer, Arrowhead Regional Medical Center

SUBJECT

Purchase and Agreements with Edwards Lifesciences LLC for Purchase of Capital Equipment

RECOMMENDATION(S)

1. Approve **Agreement No. 26-425** (Quote No. 00066875) for the purchase of HemoSphere Alta Cardiac equipment and equipment service plan from Edwards Lifesciences LLC, for use in monitoring high-risk surgical and critical care cardiac patients, in the amount of \$427,440.
2. Approve the non-financial Capital Equipment Terms and Conditions **Agreement No. 26-426** with Edwards Lifesciences LLC, for the purchase of the HemoSphere Alta Cardiac equipment.
3. Approve the non-financial HemoSphere Alta 360 Service **Agreement No. 26-427**, 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.

(Presenter: Andrew Goldfrach, ARMC Chief Executive Officer, 580-6150)

COUNTY AND CHIEF EXECUTIVE OFFICER GOALS & OBJECTIVES

Operate in a Fiscally-Responsible and Business-Like Manner.

Provide for the Safety, Health and Social Service Needs of County Residents.

FINANCIAL IMPACT

Approval of this item will not result in the use of Discretionary General Funding (Net County Cost). The cost of \$427,440 is funded by State Medi-Cal, Federal Medicare, private insurances, and other departmental revenue. Funding sources may change in the future pending any legislative activity related to the repeal and/or replacement of the Affordable Care Act. Adequate appropriation and revenue have been included in the Arrowhead Regional Medical Center (ARMC) 2025-2026 budget and will be included in future recommended budgets.

BACKGROUND INFORMATION

Approval of this item will allow ARMC to purchase the HemoSphere Alta Cardiac equipment and an associated equipment service plan, which includes \$59,970 in service plan costs, for a total amount of \$427,440. The specialized equipment is a monitoring platform that provides continuous real-time cardiac output, circulation, and oxygenation data, enabling the early detection of cardiovascular deterioration and supporting clinical decision-making by ARMC physicians, for high-risk surgical and critical care cardiac patients.

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This HemoSphere Alta Cardiac equipment will replace the discontinued EV1000 platform currently in use at ARMC and will provide ARMC with continuous upgradable equipment to meet future requirements based on the equipment's compatibility with emerging monitoring technologies.

The non-financial Capital Equipment Terms and Conditions Agreement is a standard legal contract that outlines the rules when purchasing expensive machinery, monitors, or hardware from Edwards.

The HemoSphere Alta 360 Service Agreement (Agreement) with Supplier Lifesciences LLC (Supplier) is an extended hardware, software, and technical support contract that will provide coverage for the costs of parts and labor for repair and replacement for the HemoSphere Alta Cardiac equipment and accessories, for the term of June 9, 2026 through June 8, 2029.

The Agreement also includes preventative maintenance for Clearsight, a non-invasive device used to continuously monitor a patient's blood pressure, cardiac output, and other advanced hemodynamic parameters, which covers the advanced monitoring platforms with Clearsight technology. This technology will automatically calculate and display real-time data, including continuous blood pressure; cardiac output and cardiac index; stroke volume and stroke volume variation; and systemic vascular resistance,

The Agreement is the Supplier's standard commercial contract, which includes terms that differ from the standard County contract and omits certain County standard contract terms. While the parties negotiated certain contract terms to County standards, Supplier would not agree to all County standard terms. The non-standard and missing terms include the following:

1. Supplier may assign the Agreement to Becton, Dickinson and Company, or any of its subsidiaries with notice, but without the County's approval.
 - The County standard contract requires that the County must approve any assignment of the contract.
 - Potential Impact: Supplier could assign the Agreement to a third party or business with which the County is legally prohibited from doing business due to issues of Federal debarment or suspension and conflict of interest, without the County's knowledge. Should this occur, the County could be out of compliance with the law until it becomes aware of the assignment and terminates the Agreement.
2. The Agreement has modified insurance terms including exempting limiting the waiver of subrogation to Workers' Compensation Insurance only.
 - The County standard contract requires contractors to carry appropriate insurance at limits and under conditions determined by the County's Risk Management Department.
 - Potential Impact: The exemptions to the waiver of subrogation may allow Supplier's insurer to bring suit against the County for the exempt types of claims which could result in expenses that exceed the total Agreement amount.
3. Supplier's maximum liability to the County is limited to the total amount paid by the County in the 12 months preceding the incident giving rise to the claim, not to exceed the manufacturer's retail price of the applicable equipment, but excluding claims based

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on indemnification, personal injury, gross negligence, violation of law, and willful misconduct.

- The County standard contract does not include a limitation of liability.
 - Potential Impact: Claims could exceed the liability cap and the Agreement amount leaving the County financially liable for the excess.
4. Venue for disputes arising under the Agreement is in Orange County, California.
- County Policy 11-05 requires venue for disputes in Superior Court of California, County of San Bernardino, San Bernardino District.
 - Potential Impact: Having a venue in Orange County, California may result in additional expenses that exceed the amount of the Agreement.

ARMC recommends the approval of the quote and agreements, including non-standard terms, to enhance patient safety, reduce blood pressure events during surgery, support goal-directed therapy protocols, and align ARMC with current best practices in perioperative and critical care management.

PROCUREMENT

The Purchasing Department supports this non-competitive procurement based on functional specifications. The HemoSphere Alta Cardiac equipment uniquely integrates ForeSight IQ (cerebral monitoring) and Acumen IQ (hemodynamic monitoring) on a single platform, along with AI-driven predictive analytics and hands-free operation to proactively manage patient stability. No other available product meets this required combination of performance capabilities and clinical functionality; therefore, alternatives would not satisfy ARMC's operational and patient care requirements.

REVIEW BY OTHERS

This item has been reviewed by County Counsel (Bonnie Uphold, Supervising Deputy County Counsel, 387-5455) on May 4, 2026; Risk Management (Stephanie Pacheco, Staff Analyst II, 386-9039) on May 21, 2026; Purchasing (Veronica Pedace, Buyer III, 387-2464) on May 5, 2026; ARMC Finance (Chen Wu, Finance and Budget Officer, 580-3165) on May 15, 2026; and County Finance and Administration (Jenny Yang, Administrative Analyst, 387-4884) on May 21, 2026.

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Record of Action of the Board of Supervisors
San Bernardino County

APPROVED (CONSENT CALENDAR)

Moved: Joe Baca, Jr. Seconded: Curt Hagman
Ayes: Col. Paul Cook (Ret.), Jesse Armendarez, Dawn Rowe, Curt Hagman, Joe Baca, Jr.

Lynna Monell, CLERK OF THE BOARD

BY  _____
DATED: June 9, 2026



cc: ARMC - Goldfrach w/agrees
Contractor - c/o ARMC w/agree
File - w/agree
CCM 06/10/2026