SINGLE SITE AGREEMENT

This SINGLE SITE agreement is between Mentor Worldwide LLC, a Delaware limited liability company (the "Company"), and San Bernardino County on behalf of Arrowhead Regional Medical Center (Mentor Account #389263) (the "Customer").

The Company sells medical devices and supplies. The Customer is a political subdivision organized and existing under the constitution and laws of the State of California operating a hospital or surgery center.

The Company will provide the Customer, as permitted by the discount exception to the federal anti-kickback statute (42 U.S.C. § 1320a-7b(b)(3)) and/or the discount safe harbor to the federal anti-kickback statute (42 C.F.R. § 1001.952(h)), with Price Concessions on purchases under this agreement if certain conditions are met.

The parties agree as follows:

Article 1
PRODUCT TERMS AND PRICING

1.1 Product and Product Pricing. The pricing (including any discount at the time of sale (a "Discount") and any retrospective payment (a "Rebate"), each, a "Price Concession") is set forth in Schedule A1. Only products covered by Schedule A1 (the "Products") and purchased under this agreement are eligible for Price Concessions.

1.1 Customer Eligibility. The Customer will not be entitled to purchase any Product set forth in Schedule A1 unless, at the time of purchase, the Customer: (i) is a hospital or surgery center located in any state of the United States or the District of Columbia; (ii) does not purchase Products directly or indirectly under another agreement with the Company or its affiliates; (iii) serves only the Participant's patients; and (iv) does not sell Products purchased under this agreement at retail to the general public.

1.2 Patient Risk/Benefit Information. The sale and distribution of Company breast implant devices is restricted to users and/or user facilities that provide information to patients about the risks and benefits of the breast implant device in the form and manner specified in the approved labeling provided by the Company (the "Patient Checklist Process"). The Customer will not provide a Company breast implant Product for use by a physician unless the physician (i) has provided the Company with a written affirmation that they will complete the Patient Checklist Process prior to each Company breast implant Product procedure, and (ii) has completed the Patient Checklist Process with the patient prior to that procedure. The Customer must maintain copies of the completed Patient Checklists that are part of the Patient Checklist Process per its document retention policy and, upon the Company's request, permit the Company or its designee to review those records to verify that the Customer has complied with its obligations under this section. Failure to comply with these requirements may lead to loss of access to Company breast implant devices. The Customer will indemnify the Company and its affiliates for any damage resulting from breach of this section.

Direct Purchases. If a Participant purchases a Product directly from the Company or its affiliate, delivery of such Product will be F.O.B. Origin, title transfer and Participant acceptance of such Product occurring upon transfer of Product to the carrier. Payment terms are net 30 days. Policies in effect at the Company or its affiliate, as applicable, (i) at the time of purchase regarding order and payment, will apply to any such purchase, and (ii) at the time of return, will apply to any Product returns. Except as may be provided elsewhere in this agreement, the Customer and the Participants will neither deduct nor set-off, from payments under this agreement, amounts allegedly owed to the Customer or a Participant by the Company or its affiliates under a separate agreement or cause of action. Company shall accept all payments from Customer via electronic funds transfer (EFT) directly deposited into Company's designated checking or other bank account. Company shall promptly comply with directions and accurately complete forms provided by Customer required to process EFT payments. Customer is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on

Company or on any taxes levied on employee wages. Customer shall only pay for applicable State or local sales or use taxes pursuant to the Agreement. Funds made available under this Agreement shall not supplant any federal, state or any governmental funds intended for services of the same nature as this Agreement. Company shall not claim reimbursement or payment from Customer for, or apply sums received from Customer with respect to that portion of its obligations that have been paid by another source of revenue. Company agrees that it will not use funds received pursuant to this Agreement, either directly or indirectly, as a contribution or compensation for purposes of obtaining funds from another revenue source without prior written approval of Customer.Article 2

GENERAL PROVISIONS

2.1 This agreement is effective as of September 1, 2026 (the "Effective Date") and expires on August 31, 2029 (the "End Date"). Either party may terminate this agreement at any time by giving thirty (30) days' notice to the other party. The Effective Date and the End Date will be determined by the Company based upon price loading requirements. The Company will complete this section upon final execution of this agreement. This General Provisions Article, along with any accrued rights and responsibilities, will survive termination or expiration of this agreement.

2.2 Entire Agreement. All exhibits and schedules attached hereto and referenced herein are made a part of this agreement. This agreement constitutes the entire agreement between the parties concerning the subject matter of this agreement and supersedes all prior negotiations and agreements between the parties concerning the subject matter of this agreement. The terms of any purchase order, invoice, or similar document used to implement this agreement shall be subject to and shall not modify this agreement.

2.3 Amendment. Except as otherwise expressly stated herein, this agreement may only be amended by written agreement of the parties signed by an authorized representative of each party.

2.4 Assignment. Except as provided in this section, neither party may assign, directly or indirectly, this agreement or any of its rights or obligations under this agreement, either voluntarily or involuntarily (whether by merger, acquisition, consolidation, dissolution, operation of law, change of control, or otherwise), without the prior written consent of the other party. If the Company or any of its affiliates divests itself of any Product, then the Company may assign to the person or entity acquiring that Product any of the Company's rights under this agreement relating to that Product, on the condition that Company provides Customer with ten (10) days' prior written notice of such assignment, or if legally prohibited from providing prior notice, within 10 days after the effective date of the assignment, and Customer has the right to terminate this Agreement, if required by applicable law. The assignee will also assume the Company's obligations under this agreement relating to that Product. Any purported assignment in violation of this section will be void.

2.5 Notices. Notices under this agreement must be delivered by one of the following meansin writing, signed by the sending party, and sent to the address below by one of the following methods: personal delivery; registered or certified mail, in each case return receipt requested and postage prepaid; or nationally recognized overnight courier, with all fees prepaid; or by facimile with confirmed delivery receipt. A notice under this agreement is effective upon receipt or refusal of delivery by the other party. The address listed below may be changed by notice in accordance with this section.

If to the Customer: Arrowhead Regional Medical Center
Arrowhead Regional Medical Center400 N Pepper Avenue
Colton, CA, 92324
Attention: Andrew Goldfrach

Email: Not Applicable

If to the Company: Mentor Worldwide LLC
31 Technology Drive Suite 200
Irvine, CA 92618
Attention: Contracts Manager
Contracting Department

Email: MentorHospitalContracts@its.jnj.com

2.6 Waiver. No provision of this agreement may be waived except by a writing signed by the party against whom the waiver is sought to be enforced. No failure to enforce any provision of this agreement constitutes a waiver of future enforcement of that provision or of any other provision of this agreement.

2.7 Relationship of the Parties. For purposes of this agreement, each party is an independent contractor. This agreement does not create a partnership, association, or other business entity. Neither party has any authority to act for or to bind the other.

2.8 No Third-Party Beneficiaries. No one other than the Company and the Customer has any rights, or is entitled to any remedies, under this agreement.

2.9 Other Contractual Obligations. Each party represents that it is not prohibited from entering into, or performing its obligations under, this agreement by the terms of any other agreement.

2.10 Publicity and Trademarks. Each party will not, and will cause its affiliates not to, issue any press release or make any announcement regarding this agreement nor use the name or any trademark or service mark of the other party or any of its affiliates without the prior written consent of the other party.

2.11 Confidentiality. (a) Each party shall hold the following "Confidential Information" in strict confidence and not disclose the same to any other person or entity except as provided herein. "Confidential Information" means all nonpublic information, whether disclosed by a party or its affiliates or their respective employees or contractors, that is designated in writing as confidential and falls within a recognized exemption to the San Bernardino County Sunshine Ordinance, County Code of Ordinances Section 19.0101, California Government Code 54950, and California Public Records Act (Government Code Section 7920.005). Confidential Information may include: all Product data, trade secrets including Company's Product pricing information, financial data, business plans or any other information received from the other party in implementing this agreement; and all information derived from the foregoing. The Company recognizes Customer's obligations under California Government Code §§6250 - §6256.48. to disclose records upon request. Likewise, the Customer acknowledges Company's assertion that the pricing data contained within this agreement may be a trade secret as defined in California Civil Code §3426.1(d) and therefore exempt from disclosure in accordance with California Government Code §6254 (k). As a result, Customer agrees to provide Company with notice of a requested disclosure prior to any disclosure to enable the Company to seek legal recourse to protect its trade secrets.

(b) Notwithstanding the above:

(1) A party may disclose Confidential Information to the personnel within its organization and its legal and accounting advisors that require the Confidential Information in connection with the party's rights and obligations under this agreement, provided that the disclosing party requires any such recipient to use the information solely for these purposes and to keep it strictly confidential.

(2) If the receiving Party receives a subpoena, other validly issued administrative or judicial process, or public records request requesting Confidential Information of the other Party, it will, to the extent legally permissible, promptly notify the other Party and if requested by the other Party, tender to the other Party the defense of the subpoena or process. Unless the subpoena or process is timely limited, quashed or extended, the receiving Party will then be entitled to comply with the request to the extent permitted by law.

(3) The Company may disclose this agreement and Confidential Information related to this agreement to: any prospective buyer of rights with respect to a Product, provided that such buyer agrees in writing to use the information solely in that capacity and to keep it strictly confidential; to its affiliates; and to any entity that manufactures, markets, co-markets, or distributes any Product, provided that any such entity uses the information solely for these purposes and keeps it strictly confidential.

(4) Neither party shall be obligated to hold the following information in confidence: information that is or becomes publicly available through no fault of the recipient, information developed by a party without using any Confidential Information, information lawfully possessed by a party before

receipt from the disclosing party, and information lawfully disclosed to a party on a nonconfidential basis from a person or entity that is not bound by a duty of confidentiality.

(5) A party may disclose Confidential Information with the prior written consent of the other party.

2.12 Force Majeure and Product Shortage. Noncompliance with any obligation under this agreement due to an event of force majeure or any other cause beyond the reasonable control of the entity affected will not constitute a breach of this agreement. In the event of a shortage of Product, the Company and its affiliates reserve the right to allocate Products among their customers in any manner that they, in their sole discretion, determine is reasonable.

2.13 Changes in Products. If a Product is discontinued, the regulatory status of a Product changes (for example, from “prescription” to “over-the-counter”), or the Company and its affiliates cease to market or co-market a Product, then the Company may delete that Product from this agreement by notice to the Customer.

2.14 Audit. Intentionally omitted.

2.15 Compliance with Law. In performing their obligations under this agreement, the Customer and the Company shall comply with all applicable federal and state laws and regulations, including without limitation the Federal Food, Drug and Cosmetic Act, the Prescription Drug Marketing Act, equal-opportunity laws, and fraud and abuse laws, the Health Insurance Portability and Accountability Act of 1996 (“**HIPAA**”) and its implementing regulations (45 C.F.R. Parts 160-164), as may be modified or amended from time to time, for the protection of Protected Health Information (as defined in 45 C.F.R. §160.103) if used or disclosed in connection with the Products provided under the Agreement.

2.16 Pricing Disclosure. (a) The Customer acknowledges that, by law, it is required to disclose, in any cost reports or claims for reimbursement submitted to Medicare, Medicaid, or certain other health care programs, the cost (including, but not limited to, Price Concessions or any other price reductions) of any Product purchased under this agreement and, on request, provide to the U.S. Department of Health and Human Services and any state agencies, any invoices, coupons, statements, and other documentation reflecting such costs for Products. The Customer may receive subsequent documentation under some programs reflecting adjustments or allocations to the Price Concessions available hereunder.

(b) In preparing any documentation referred to in Section 2.16 (a), the Customer may be required to evaluate as a discount, for cost-reporting purposes, the value of any Product listed as $0.00 on any invoice.

(c) The Customer should not include as a discount, for cost-reporting purposes, the value of any item that is designated as a sample, or that the Customer knows constitutes a sample, nor should it seek reimbursement for any such items.

(d) The Company recommends that the Customer retain a copy of this agreement and any other documentation provided by the Company regarding any Price Concessions under this agreement.

(e) The Customer may request additional information from the Company to meet its reporting or disclosure obligations by writing to the Company at the address stated in Section 2.5.

2.17 Government Program Participation. Each party represents that it has not been excluded from participating in any “federal health care program,” as defined in 42 U.S.C. § 1320a-7b(f), nor any other federal or state government payment program, and that it is eligible to participate in the foregoing programs. If either party is excluded or becomes otherwise ineligible to participate in any such program during the term of this agreement, such party will notify the other party of that event within 30 days. Upon occurrence of that event, whether or not such notice is given, either party may terminate this agreement effective upon written notice to the other party.

2.18 Dispute Resolution. Dispute Resolution. This agreement shall be governed by and construed in accordance with the internal laws of the California. The parties agree that all disputes arising out of or relating to this agreement will be submitted for resolution to a United States District Court seated in California, if that court has subject matter jurisdiction, or otherwise to the California state court of appropriate jurisdiction. EACH PARTY HEREBY IRREVOCABLY WAIVES THE RIGHT TO TRIAL BY JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT TO SEEK OR COLLECT PUNITIVE, EXEMPLARY, COVER, MULTIPLIED OR CONSEQUENTIAL DAMAGES, PREJUDGMENT INTEREST OR ATTORNEYS' FEES OR COSTS EXCEPT AS MAY BE REQUIRED BY STATUTE.

2.19

2.20 Own Use. The Customer must use the Products solely on the Customer's patients, staff, employees, students and their respective dependents. The Customer will not resell any Products, including, without limitation, in retail outlets or to any affiliate.

2.21 Accuracy of Reports. The Customer will ensure (through appropriate monitoring and auditing) that all reports that it is required to provide to the Company to implement this agreement are complete and accurate. The Customer represents that it is currently able to generate all such reports in an electronic format. Company shall maintain all records and books pertaining to the delivery of services under this agreement and demonstrate accountability for agreement performance. All records shall be complete and current and comply with all agreement requirements.

2.22 No Set-Off. The Customer will neither deduct nor set-off, from payments under this agreement, amounts allegedly owed to the Customer by the Company or its affiliates under a separate agreement or cause of action.

2.23 Insurance. Without in anyway affecting the indemnity herein provided and in addition thereto, Company shall secure and maintain throughout the agreement term the types of insurance with limits as shown and under the requirements set forth in Attachment 1, as attached hereto and incorporated herein.

2.24 Indemnity. (a) The Company will defend, indemnify the Customer and its officers, employees, and agents, for losses arising from any claim made by any person or entity, other than the Customer, alleging that use of any Product in accordance with Company-approved labeling resulted in bodily injury to the extent such claims arise from manufacturing or material defects in the Products, or any Product infringes the intellectual property of any other person or entity.

(b) If a credible claim is made or threatened, including without limitation the filing of a lawsuit against Customer, or Customer receives a demand or notice claiming actual or potential infringement or misappropriation of any Intellectual Property Rights, Customer will use reasonable efforts to notify Company promptly of such lawsuit, claim or election. However, Customer's failure to provide or delay in providing such notice will relieve Company of its obligations only if and to the extent that such delay or failure materially prejudices Companys ability to defend such lawsuit or claim. Customer will give Company sole control of the defense (with counsel reasonably acceptable to Customer) and settlement of such claim; provided that Company may not settle the claim or suit absent the written consent, which shall not be unreasonably withheld,of Customer unless such settlement (a) includes a release of all claims pending against Customer, (b) contains no admission of liability or wrongdoing by Cusotmer, and (c) imposes no financial obligations upon Customer.

(c) The Company will not be required to indemnify the Customer with respect to: any claim arising out of negligence or willful misconduct by the Customer; use of a Product by any person or entity other than in accordance with Company-approved Product labeling including, without limitation, any restrictions on re-use of products; or breach by the Customer of its obligations under this agreement.

(d) The Company may not settle any claim without the consent of the Customer unless there is no finding or admission that the Customer has violated any law or the rights of any person or entity and the sole relief provided is monetary damages that the Company pays in full.

2.25 Direct Agreement. This agreement is unrelated to any agreement with any group purchasing organization of which the Customer is a member. The Company will not pay administrative fees to any group purchasing organization with respect to any Product purchased under this agreement.

2.26 Offer Expiration. Until fully executed, this agreement constitutes an offer that is valid until **August 18, 2026**. If there are any changes to this agreement or if the Customer does not sign it by that date, then the Company reserves the right to withdraw or modify this offer in its sole discretion. This agreement is not valid until all signatures required below have been made.

2.27 Governing Law and Venue. This agreement shall be governed by and construed according to the laws of the State of California. The parties agree that the venue of any action or claim brought by any party to this agreement will be the Superior Court of California, San Bernardino County, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this agreement is brought by any third party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County, San Bernardino District.Levine Act - Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439). Company has disclosed to Customer using Attachment 2 – 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 Company's proposal to the County, or (2) 12 months before the date this agreement was approved by the County Board of Supervisors. Company acknowledges that under California Government Code section 84308, Company 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 proposed amendment to this agreement, Compamy 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 Company or by a parent, subsidiary or otherwise related business entity of Company.

2.28 Electronic Signatures. 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 mail 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.

The Company:	The Customer:
Mentor Worldwide LLC	San Bernardino County on behalf of Arrowhead Regional Medical Center
By: __________________________	By: __________________________
Name: Andrew Moore	Name: Dawn Rowe
Title: Key Account Director	Title: Chair, Board of Supervisors
Date: __________________________	Date: __________________________

SCHEDULE A: PRODUCTS AND PRICING

1. Products. This agreement includes only the Products from the Company as listed in Schedule A1.

2. Pricing. Subject to the terms and conditions of this agreement, the Company shall offer the Products at the pricing stated in Schedule A1.

3. Price Adjustments. The prices stated in Schedule A1 will be held firm for the term of this agreement.

4. Adding or Removing Products. The Company may at its discretion add or remove Products from this agreement.

5. Warranties. Any warranties provided by either the Company or any affiliate, as applicable, with respect to a given Product are as expressly provided in the labeling of that Product on purchase. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE FOREGOING DESCRIPTION INCLUDING, BUT NOT LIMITED TO, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

SCHEDULE A1: PRODUCTS AND PRICING

Product Type	Product Family	Style	Catalog #	List Price	Agreement Pricing
Breast Implant	Saline	Smooth Round Spectrum	35014XX	$1,325	$1,225
Breast Implant	Saline	Smooth Round Moderate	35016XX	$925	$750
Breast Implant	Saline	Smooth Round High	3503XXX	$925	$750
Breast Implant	Saline	Smooth Round Moderate Plus	3502XXX	$925	$750
Sizer	MemoryGel™ Sizer	Smooth Round Moderate Classic	RSZ7XXXS	$355	$315
Sizer	MemoryGel™ Sizer	Smooth Round Moderate Plus	RSZXXX1S	$355	$315
Sizer	MemoryGel™ Sizer	Smooth Round High	RSZXXX4S	$355	$315
Sizer	MemoryShape™ Sizer	Smooth Contour Medium Moderate	RSZXXX8S	$475	$415
Sizer	MemoryShape™ Sizer	Smooth Contour Medium Moderate Plus	RSZXXX5S	$475	$415
Sizer	MemoryShape™ Sizer	Smooth Contour Tall Moderate Plus	RSZXXX9S	$475	$415
Sizer	MemoryShape™ Sizer	Smooth Contour Low Moderate Plus	RSZXXX7S	$475	$415
Sizer	MemoryShape™ Sizer	Smooth Contour Medium High	RSZXXX2S	$475	$415
Breast Implant	MemoryShape™	Textured Contour Tall High	334XXX4	$1,870	$1,750
Sizer	MemoryGel™ Sizer	Smooth Round Ultra High	RSZ5XXXS	$355	$315
Sizer	MemoryShape™ Sizer	Smooth Contour Medium High	RSZ4XXXS	$475	$415
Breast Implant	MemoryGel™	Smooth Round High	350XXX4	$1,200	$1,050
Breast Implant	MemoryGel™	Smooth Round Moderate Plus	350XXX1	$1,200	$1,050
Breast Implant	MemoryShape™	Textured Contour Low Moderate	334XXX7	$1,870	$1,750
Breast Implant	MemoryShape™	Textured Contour Medium Moderate	354XXX8	$1,870	$1,750
Breast Implant	MemoryShape™	Textured Contour Tall Moderate Plus	334XXX9	$1,870	$1,750
Breast Implant	MemoryGel™	Textured Round High	3544XXX	$1,350	$1,200
Breast Implant	MemoryGel™	Textured Round Moderate Plus	354XXX1	$1,350	$1,200
Breast Implant	MemoryShape™	Textured Contour Medium High	334XXX2	$1,870	$1,750
Breast Implant	MemoryShape™	Textured Contour Medium Moderate Plus	334XXX5	$1,870	$1,750
Breast Implant	MemoryGel™	Smooth Round Ultra High	3505XXX	$1,200	$1,050
Breast Implant	MemoryGel™	Textured Round Ultra High	3545XXX	$1,350	$1,200
Sizer	Saline Sizer	Smooth Round Moderate	351-XXXSZ	$145	$125
Sizer	Saline Sizer	Smooth Round Moderate Plus	351-2XXXSZ	$145	$125
Sizer	Saline Sizer	Smooth Round High	351-3XXXSZ	$145	$125
Tissue Expander	Smooth Tissue Expander	Smooth Elliptical	35053XX	$1,350	$1,275
Tissue Expander	Smooth Tissue Expander	Smooth Elliptical	35043XX	$1,350	$1,275
Tissue Expander	Smooth Tissue Expander	Smooth Elliptical	35043XX	$1,350	$1,275
Tissue Expander	Smooth Tissue Expander	Smooth Elliptical	35043XX	$1,350	$1,275

Product Type	Product Family	Style	Catalog #	List Price	Agreement Pricing
Breast Implant	MemoryGel™	Smooth Round Moderate Classic	3507XXX	$1,200	$1,050
Breast Implant	MemoryGel™	Textured Round Moderate Classic	354XXX7	$1,350	$1,200
Breast Tissue Expander	CPX4™	Siltex™ Medium	35482XX	$2,325	$1,990
Breast Tissue Expander	CPX4™	Siltex™ Low	35481XX	$2,325	$1,990
Breast Tissue Expander	CPX4™	Siltex™ Tall	35483XX	$2,325	$1,990
Breast Tissue Expander	CPX4™	Siltex™ Medium	35492XX	$2,325	$1,990
Breast Tissue Expander	CPX4™	Siltex™ Low	35491XX	$2,325	$1,990
Breast Tissue Expander	CPX4™	Siltex™ Tall	35493XX	$2,325	$1,990
Breast Tissue Expander	Artoura™	Siltex™ High	TEXPXXXRH	$2,650	$2,475
Breast Tissue Expander	Artoura™	Siltex™ Ultra High	TEXPXXXRUH	$2,650	$2,475
Breast Implant	MemoryGel™ Xtra	Smooth Round Moderate High	SMHXXXX	$1,525	$1,400
Breast Implant	MemoryGel™ Xtra	Smooth Round High	SMPXXXX	$1,525	$1,400
Breast Implant	MemoryGel™ Xtra	Smooth Round Moderate Plus	SHPXXXXX	$1,525	$1,400
Breast Implant	MemoryGel™ Xtra	Textured Round Moderate Plus	TMPXXXX	$1,675	$1,550
Breast Implant	MemoryGel™ Xtra	Textured Round High	THPXXXX	$1,675	$1,550
Sizer	MemoryGel™ Xtra Sizer	Smooth Round Moderate Plus	RSZMPXXXXS	$425	$330
Sizer	MemoryGel™ Xtra Sizer	Smooth Round High	RSZSHPXXXXS	$425	$330
Sizer	MemoryGel™ Xtra Sizer	Textured Round High	RSZTHPXXXXS	$425	$330
Breast Implant	MemoryGel™ BOOST™	Smooth Round Moderate Plus	SMPBXXX	$1,725	$1,425
Breast Implant	MemoryGel™ BOOST™	Smooth Round High	SHPBXXX	$1,725	$1,425
Sizer	MemoryGel™ Xtra Sizer	Smooth Round Moderate High	RSZSMHXXXXX	$425	$330
Breast Tissue Expander	Artoura™ Plus	Smooth High	SDCXXXH	$2,500	$2,325
Breast Tissue Expander	Artoura™ Plus	Smooth Ultra High	SDCXXXUH	$2,500	$2,325
Breast Tissue Expander	CPX4™ Plus	Smooth Low	SCPXXXXLH	$2,175	$1,840
Breast Tissue Expander	CPX4™ Plus	Smooth Medium	SCPXXXXMH	$2,175	$1,840
Breast Tissue Expander	CPX4™ Plus	Smooth Tall	SCPXXXXTH	$2,175	$1,840
Sizer	MemoryGel™ BOOST™ Sizer	Smooth Round Moderate Plus	RSZMPBXXXS	$435	$340
Sizer	MemoryGel™ BOOST™ Sizer	Smooth Round High	RSZHPBXXXS	$435	$340
Sizer	MemoryGel™ BOOST™ Sizer	Smooth Round Moderate High	RSZMHBXXXS	$435	$340

Product Type	Product Family	Style	Catalog #	List Price	Agreement Pricing
Breast Implant	MemoryGel™ BOOST™	Smooth Round Moderate High	SMHBXXX	$1,725	$1,425
Sizer	MemoryGel™ Enhance Sizer	Smooth Round Ultra High	SZUHEXXXX	$550	$550
Breast Implant	MemoryGel™ Enhance	Smooth Round Ultra High	SUHEXXXX	$2,300	$2,300
Breast Tissue Expander	CPX4™ Plus Enhance	Smooth Tall Height	SCPX15THE	$2,200	$2,200

ATTACHMENT 1
INSURANCE REQUIREMENTS

Company agrees to provide insurance set forth in accordance with the requirements herein. If Company uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements

1. Without in anyway affecting the indemnity herein provided and in addition thereto, Company shall secure and maintain throughout the Agreement term the following types of insurance with limits as shown:

    a. <u>Workers' Compensation/Employer's Liability</u> – 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 $5,000,000.

    b. <u>Commercial General Liability Insurance</u> – Company shall maintain Commercial General Liability Insurance covering all operations performed by or on behalf of Company providing coverage for bodily injury and property damage with a $5,000,000 each occurrence and $10,000,000 aggregate. The policy coverage shall include:
        i. Premises operations and mobile equipment.
        ii. Property damage
        iii. Personal and advertising injury.
        iv. Liability assumed under an insured contract.

    c. <u>Product Liability</u> –Professional Liability Insurance with limits of $10,000,000 each occurrence and $10,000,000 aggregate.

or

    d. <u>Cyber Liability Insurance</u> - Cyber Liability Insurance, as long as commercially available, with limits of $10,000,000 per claim.

2. **Additional Insured.** Commercial general liability insurance shall include the Customer and its officers, employees, agents and volunteers as additional insured to the extent of Company's obligation to indemnify Customer and arising out of the performance of services hereunder.

3. **Waiver of Subrogation Rights**. Where permitted by law and allowed by insurance, required insurance shall include waiver of subrogation against the Customer, its officers, employees, agents, volunteers, contractors and subcontractors.

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 the Customer for losses resulting from Company's sole negligence.

5. **Proof of Coverage**. Company shall furnish Certificates of Insurance to the Customer Department administering the Agreement evidencing the insurance coverage upon written request.

6. **Acceptability of Insurance Carrier**. With the exception of Company's product liability which is insured through a captive insurance company, 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- ".

ATTACHMENT 2

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-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. If a question does not apply respond N/A or Not Applicable.

1. Name of Contractor: ____

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: ____

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 ☐ If no, please skip question 11.

    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.