

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



Contract Number
25-342 A-1

SAP Number
4400026262

Arrowhead Regional Medical Center

Department Contract Representative	<u>Andrew Goldfrach</u>
Telephone Number	<u>(909) 580-6150</u>
Contractor	<u>Abiomed, Inc.</u>
Contractor Representative	<u>Nik Thompson</u>
Telephone Number	<u>(860) 707-4089</u>
Contract Term	<u>July 10, 2024 through July 31, 2027</u>
Original Contract Amount	<u>NTE \$150,000</u>
Amendment Amount	<u>NTE \$600,000</u>
Total Contract Amount	<u>NTE \$750,000</u>
Cost Center	<u></u>
Grant Number (if applicable)	<u>N/A</u>

Briefly describe the general nature of the contract: Amendment No. 1 to SAP Agreement No. 4400026262 with Abiomed Inc. for the purchase of the Impella CP® Pumps and related accessories, increasing the contract amount by \$600,000 from a not-to-exceed amount of \$150,000 to a total not-to-exceed amount of \$750,000 and extending the contract term an additional two years for a total term of July 10, 2024 through July 31, 2027.

FOR COUNTY USE ONLY

Approved as to Legal Form

Charles Phan, Supervising Deputy County Counsel

Date 4/22/2025

Reviewed for Contract Compliance



Date

Reviewed/Approved by Department



Andrew Goldfrach, ARMC Chief Executive Officer

Date 4/22/2025

FIRST AMENDMENT TO MASTER PRODUCT PURCHASE AGREEMENT

This First Amendment (the “First Amendment”) to that certain Master Product Purchase Agreement effective July 10, 2024 (the “Agreement”) by and between ABIOMED, Inc. (“ABIOMED”) and San Bernardino County on behalf of Arrowhead Regional Medical Center (“Customer”) (each a “Party” and collectively, the “Parties”) is made and entered into as of July 10, 2025 (the “Amendment Effective Date”).

RECITALS

WHEREAS, the Parties entered into the Agreement for the purchase of products (“Product” or “Products”); and

WHEREAS, the Parties now desire to revise the Product pricing table among other things as set forth herein.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. The Term of the Agreement is hereby extended through July 31, 2027.
2. As of the Amendment Effective Date, Section 5, Risk of Loss, shall be deleted in its entirety and replaced with the following:

5. RISK OF LOSS. Except as otherwise provided in this Agreement, all Products purchased directly from ABIOMED are shipped F.O.B. Origin. Products purchased directly from ABIOMED will be shipped using Customer’s approved third-party carrier. ABIOMED will pay for insurance until arrival at named destination. In the event of loss or damage to Product, ABIOMED will provide replacement product and/or a credit upon Customer notifying ABIOMED no later than fifteen (15) days after receipt. Any rights to insurance recovery will be deemed transferred by Customer to ABIOMED to pursue at its discretion.
3. As of the Amendment Effective Date, the Product pricing table located in Schedule B shall be deleted in its entirety and replaced with the attached Schedule B-1.
4. Capitalized terms contained herein, unless otherwise defined, are intended to have the same meaning and effect as that set forth in the Agreement.
5. All other terms and provisions of the Agreement remain in full force and effect.
6. This Amendment may be executed in one or more counterparts and each counterpart will be deemed an original, but all of which, taken together, will constitute one single Amendment between the Parties. The Parties shall be entitled to sign and transmit an electronic signature of this Amendment (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 Amendment upon request.

[SIGNATURE PAGE FOLLOWS]



Recovering hearts. Saving lives:

IN WITNESS WHEREOF, the parties have duly executed this First Amendment as of the later signature date below.

ABIOMED, INC.

By: Danielle Willmott Electronically signed by: Danielle Willmott
Reason: I have reviewed this document
Date: Apr 23, 2025 10:28 EDT
(signature)
Name: Danielle Willmott
Title: Director US Commercial Operations
Date: 04/23/2025

**SAN BERNARDINO COUNTY on behalf of Arrowhead
Regional Medical Center**

By: Dawn Rowe
(signature)
Name: Dawn Rowe
Title: Chair, Board of Supervisors
Date: MAY 20 2025

SIGNED AND CERTIFIED THAT A COPY OF
THIS DOCUMENT HAS BEEN DELIVERED
TO THE CHAIRMAN OF THE BOARD.
LYNNA MONELL
Clerk of the Board of Supervisors
of San Bernardino County
By [Signature]
Deputy



SCHEDULE B-1

PRODUCT AND PRICING

Product Number	Description	UOM	Unit Price	List Price
0048-0003	CP Catheter	EA	\$28,000.00	\$30,000.00
4000021	CP Catheter plus Companion Sheath	EA	\$28,000.00	\$30,250.00
1000323	RP Flex Catheter w. SmartAssist	EA	\$28,000.00	\$30,000.00
1000100	5.5 S2 Catheter	EA	\$45,000.00	\$50,000.00
0042-0040-US	Automated Impella Controller	EA	\$36,000.00	\$70,000.00
0042-0020	Assembly Cart, Impella Controller	EA	\$2,500.00	\$2,500.00
1000200	Purge Cassette Gen 2/Bx of 5	EA	\$1,000.00	\$1,000.00
0052-0038	14 Fr. Introducer	EA	\$700.00	\$700.00
0052-0039	14 Fr. Introducer Long	EA	\$700.00	\$700.00
0052-0002	23 Fr. Introducer w. HLX Valve	EA	\$700.00	\$700.00
1000441	23 Fr. Introducer	EA	\$700.00	\$700.00
0042-0002	Connector Cable	EA	\$275.00	\$275.00
0052-0011	Axillary Kit	EA	\$250.00	\$250.00
1000440	7 Fr Single Access Sheath-Companion	EA	\$250.00	\$250.00
0046-0027	Sidearm Retainer/Bx of 3	EA	\$200.00	\$200.00