



Contract Number

24-06

SAP Number

## Arrowhead Regional Medical Center

<b>Department Contract Representative</b>	Andrew Goldfrach
<b>Telephone Number</b>	(909) 580-6150
<b>Contractor</b>	Medtronic Sofamor Danek USA, Inc.
<b>Contractor Representative</b>	Jeff Garnier
<b>Telephone Number</b>	(916) 730-2837
<b>Contract Term</b>	February 3, 2026 through February 2, 2031
<b>Original Contract Amount</b>	NTE \$4,000,000
<b>Amendment Amount</b>	
<b>Total Contract Amount</b>	NTE \$4,000,000
<b>Cost Center</b>	7421
<b>Grant Number (if applicable)</b>	

**Briefly describe the general nature of the contract:** Agreement with Medtronic Sofamor Danek USA, Inc., including non-standard terms, for the purchase of spinal fixation implants, in the amount not to exceed \$4,000,000, for the period of February 3, 2026 through February 2, 2031.

FOR COUNTY USE ONLY

Approved as to Legal Form

Charles Phan, Supervising Deputy County Counsel

Date 1/20/2026

Reviewed for Contract Compliance

►

Date

Reviewed/Approved by Department

Andrew Goldfrach, ARMC Chief Executive Officer

Date 1/20/2026

## MEDTRONIC PURCHASE AGREEMENT

<b>Medtronic Sofamor Danek USA, Inc.</b> 2600 Sofamor Danek Drive Memphis, TN 38132  <b>("Medtronic")</b> Contact Person: Jeff Garnier Phone: 916-730-2837 Email: jeff.garnier@medtronic.com	<b>San Bernardino County on behalf of Arrowhead Regional Medical Center</b> 400 N Pepper Ave Colton, California 92324-1801  <b>("Customer")</b> Contact Person: Lyn Marie Varrati Phone: 909-580-2400 Email: varratilm@armc.sbcounty.gov	<b>Medtronic Customer Number: 0001106317</b>
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**Medtronic** offers to sell the **Products** (as defined below) to **Customer** in accordance with the terms and conditions of this Medtronic Purchase Agreement ("Agreement"). This contract cover sheet, together with the following exhibits, schedules and attachments constitutes the entire agreement between Medtronic and Customer for purchase of the Products:

- Schedule 1 (Products/Pricing Information)
- Schedule 2 (Customer Facilities)
- Exhibit A (Standard Terms and Conditions)
- Exhibit B (Medtronic Additional Terms)
- Exhibit C (Additional Spinal Products and Services)
- Exhibit D (Insurance Requirements)
- Exhibit E (Levine Act - Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439))

### Applicable Definitions:

**"Products"** are any products of Medtronic, which may be purchased by Customer, or which may be acquired by Customer through Medtronic's subsidiary, SpinalGraft Technologies, LLC ("SGT"), pursuant to this Agreement as set forth on Schedule 1 and Exhibit C. Notwithstanding the foregoing or any other provision of this Agreement to the contrary, Medtronic reserves the right to (i) add new Products to this Agreement, from time to time, and (ii) delete one or more specific Products from the scope of this Agreement at any time, without prior notice to the Customer, insofar as Medtronic discontinues its manufacture or sale of the same within the United States.

"BMP Products" are INFUSE® Bone Graft and other bone morphogenic protein products provided by Medtronic.

"Spinal Products" are spinal implants, disposables, and related instruments provided by Medtronic. Medtronic UNiD™ Adaptive Spine Intelligence products are subject to the additional terms and conditions set forth in Exhibit C (Additional Spinal Products and Services) which is attached and incorporated herein by reference.

"Tissue Synthetics Products" means the bone grafting products made available to Customer under this Agreement through Medtronic and/or human tissue allografts and bone paste used in spinal surgery made available through Medtronic's affiliate, SpinalGraft Technologies, LLC ("SGT").


The term of this Agreement (the "Term") shall be a SIXTY (60) MONTHS period commencing SEVEN (7) days following execution of this Agreement by both parties ("Effective Date"), unless earlier terminated pursuant to the terms of this Agreement.

The total purchases under this Agreement shall not exceed \$4,000,000 over the contract term without an amendment approved by the San Bernardino County Board of Supervisors. It is Customer's responsibility to monitor its purchasing expenditure.

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.

By signing below, the parties indicate their agreement to be bound by the terms and conditions outlined in this Agreement.

<b>Medtronic Sofamor Danek USA, Inc.</b>	
DocuSigned by:	
Signature	Signature ID: F93F46B...
Jeff Garnier	
Print Name	
Sr. Region Contract Manager	
Title	
01/19/2026	
Date	

<b>San Bernardino County on behalf of Arrowhead Regional Medical Center</b>	
Signature	
Print Name	Dawn Rowe
Title	Chair, Board of Supervisors
Date	JAN 27 2026

EFD: \_\_\_\_\_; EXD: \_\_\_\_\_ [Medtronic Internal Use Only]

**THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK.**

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD: LYNNA DONELL, Clerk of the Board of Supervisors of San Bernardino County.  
By \_\_\_\_\_ Deputy

