

**MEDTRONIC  
CUSTOMER OPTIMIZATION PLUS PROGRAM (Co-Op)  
PROGRAM AGREEMENT**

This Co-OP Program Agreement (“Agreement”) is entered into between Covidien Sales LLC, a Medtronic company, with business offices at 250 Medtronic Dr., Lafayette, CO 80026 and its Contract Administration office at 15 Hampshire Street, Mansfield, MA 02048 (“Medtronic”) and San Bernardino County on behalf of Arrowhead Regional Medical Center, with offices at 400 N Pepper Ave, Colton, CA 92324-1801, on its own behalf and on behalf of its Participating Facilities (“Customer”), and is effective as of the effective date provided below.

**Statement of Purpose**

The Co-OP Program offers Customer the opportunity to acquire capital equipment from Medtronic that uses certain Medtronic consumable products. The equipment is identified on the attached Equipment Schedule (the “Equipment”). As detailed below, the purchase price of the Equipment can be paid for with “Award Credits” that Customer earns through the purchase of the consumables identified on EXHIBIT A (collectively, the “Consumables”).

**Agreement**

In consideration of the foregoing, Medtronic and Customer hereby agree as follows:

**1. Contract Period**

This Agreement is for the contract period set forth in EXHIBIT A (the “Contract Period”), beginning on the Effective Date as determined below, unless otherwise terminated earlier as set forth in this Agreement. The Contract Period includes an initial contract period (the “Initial Contract Period”) and two 12-month extensions per Section 9 below (each, a “Renewal Period”).

The “Effective Date” of this Agreement will be (i) if Customer is purchasing direct from Medtronic, no later than ten (10) business days after the date the Agreement, fully signed by Customer and Medtronic, is received by Medtronic’s Contract Administration Department (“Contract Receipt Date”) or (ii) if Customer is purchasing through a distributor, no later than forty-five (45) business days after the Contract Receipt Date.

**2. Consumables; Pricing; Additions and Deletions**

EXHIBIT A sets forth Customer’s pricing (the “Co-OP Price”) for the purchase of Consumables under this Agreement, regardless of the price (whether higher or lower) that would otherwise be available to Customer under its group purchasing organization or other purchasing arrangement. For each Consumable category set forth on EXHIBIT A (each a “Consumable Category”), Customer will receive the Co-OP Price so long as Customer (i) meets the requirements of Section 4 below and (ii) has been in compliance with the other terms and conditions of this Agreement for the applicable Consumable Category; otherwise, Customer’s pricing will be changed to its otherwise applicable pricing for that Consumable Category under its applicable group purchasing organization or other purchasing arrangement unless and until Customer later becomes compliant in that Consumable Category (with applicable notice periods for purchases through distributors). Commitment for each Consumable Category is defined as an annualized percentage of Customer’s annual purchase requirement for that Consumable Category with commitment for each Consumable Category measured distinct and separate.

The Co-OP Price will remain firm for the first (36) months of the Agreement. Thereafter, Medtronic may increase the Co-OP Prices for Part Numbers MAXA, MAXP, MAXI, and MAXN according to the following schedule:

	<b>MAXA</b>	<b>MAXP</b>	<b>MAXI</b>	<b>MAXN</b>
<b>Contract Year 4</b>	\$149.04	\$149.04	\$166.80	\$166.80
<b>Contract Year 5</b>	\$159.36	\$159.36	\$178.56	\$178.56
<b>Contract Year 6</b>	\$168.96	\$168.96	\$189.12	\$189.12
<b>Contract Year 7</b>	\$177.36	\$177.36	\$198.48	\$198.48

For all other Consumables (excluding Part Numbers MAXA, MAXP, MAXI, and MAXN), Medtronic may adjust the Co-OP Prices no more than once in any 12 month period during the Contract Period equal to the greater of (i) the percentage increase for the Consumer Price Index for Medical Care published by the U.S. Department of Labor, Bureau of Labor Statistics (CPI-M) for the most recently published twelve (12) month period, or (ii) three percent (3%). Without limiting the foregoing, non-Medtronic manufactured Consumables, if any, are subject to price increases in the same percentage as any price increases made by the manufacturer to Medtronic. Medtronic will provide Customer with no less than thirty (30) days prior written notice of any price increase.

Additional products may only be added to EXHIBIT A upon the mutual consent of Medtronic and Customer via written

amendment. Customer will only earn Award Credits on Consumables that are covered by this Agreement, including those added under this Section. In the event Medtronic ceases to offer a particular Consumable for sale, that Consumable will cease to be covered by this Agreement.

3. **Support of Customer**

For participating in Medtronic's Co-OP Program, Medtronic will use reasonable efforts to assist Customer to assess its Consumables use patterns with the goal of optimizing utilization.

4. **Support of Medtronic as Vendor**

Customer makes the following commitment(s). To determine compliance, Customer has provided Medtronic with its estimated annual purchase requirements (for all vendors) as set forth below. The estimated annual purchase requirements provided by Customer will be used as an initial basis for monitoring eligibility for the commitment level(s). Customer's estimated annual purchase requirements includes Customer's estimated annual purchases for Medtronic's Consumables plus the estimated purchases of competitive products for such category of Consumables (i.e., purchases from all vendors).

**Pulse Oximetry Monitoring**

Customer will maintain at least eighty-five percent (85%) of its Oximetry Sites as Nellcor™ compatible and at least eighty-five percent (85%) of its purchases of pulse oximetry sensors and accessories (measured in dollars, on an annualized basis) as Medtronic's pulse oximetry sensors and accessories. "Oximetry Sites" includes, but is not limited to, spot check devices, standalone and portable monitors, and oximetry options in multi-parameter and modular monitoring devices. "Nellcor-compatible" means devices labeled as intended for use with Medtronic's pulse oximetry sensors. Purchases of pulse oximetry sensors and accessories include new sensors, recycled or remanufactured sensors, and sensor recycling or remanufacturing services. Recycled and remanufactured sensors and sensor recycling and remanufacturing services will be considered Medtronic's sensors only if sensor recycling or remanufacturing is performed through Medtronic's remanufacturing program.

Customer's estimated annual purchase requirements for pulse oximetry consumable monitoring products from all vendors is \$625,000.00.

**Product Transfer and Limited Use**

Consumables and Equipment sold and delivered within the United States are for domestic use only, and Customer will only purchase Consumables and Equipment directly from Medtronic or, as applicable, Medtronic authorized distributors. Customer agrees that Consumables and Equipment purchased hereunder are being purchased for Customer's own use and account, and for product quality and product safety reasons, Customer agrees such Consumables and Equipment will not be resold, exchanged with, transferred or reshipped to any third parties, including third party reprocessors. The product labeling and information booklet which accompanies Consumables and Equipment clearly identifies Medtronic products that are subject to use restrictions, including but not limited to restrictions such as "single use," "multiple use in a single procedure," or "do not resterilize." By purchasing Consumables and/or Equipment designated by Medtronic as having such use restrictions, Customer agrees to limit that Customer's use of such Consumables and Equipment in accordance with those express designations. If Customer is interested in reprocessing pulse oximetry sensors, Medtronic offers several pulse oximetry sustainable technology programs to support Customer's needs.

**Depth of Anesthesia Monitoring**

Customer's estimated annual purchase requirements for depth of anesthesia consumable monitoring products from all vendors is \$50,000.00.

**Cerebral / Somatic Monitoring**

Customer's estimated annual purchase requirements for cerebral / somatic consumable monitoring products from all vendors is \$5,000.00.

**Capnography**

Customer will maintain at least eighty-five percent (85%) of its Capnography Sites as equipment labeled as compatible for use with Medtronic's capnography consumable products and at least eighty-five percent (85%) of all capnography consumable purchases as Medtronic's capnography consumable products. "Capnography Sites" includes, but is not limited to, capnography spot check devices, capnography standalone and portable monitors, and capnography options in multi-parameter and modular monitoring devices.

Customer's estimated annual purchase requirements for capnography consumable products from all vendors is \$35,000.00.

Customer agrees to provide Medtronic with equal opportunity to demonstrate its Equipment / Consumables and any new technology products prior to purchasing or obtaining a similar competitive product. Medtronic may periodically review Customer's purchases of Medtronic Consumables to verify Customer's compliance with the commitments set

forth herein. Customer agrees to facilitate such reviews by providing Medtronic with information as Medtronic may reasonably request concerning such matters during the period subject to review.

5. **Award Credits**

Customer will earn "Award Credits" on Customer's purchases of Consumables under this Agreement, subject to maximum amount(s) of eligible Award Credits (the "Annual Award Credit Eligibility") that Customer may earn each twelve (12) month period during the Contract Period (each a "Contract Year"). Earned Award Credits will be applied to the amount Customer owes for purchase of the Equipment. Award Credits will be issued and applied on an ongoing basis and Medtronic will provide Customer with a quarterly report of Award Credits issued and applied, which will identify the Consumables to which the Award Credits apply.

The Award Credits with respect to each Consumable is a percentage of the Co-OP Price paid for that Consumable (net of any returns for credit). The Award Credit percentage and the Annual Award Credit Eligibility are set forth in EXHIBIT A. During each Contract Year, when the Annual Award Credit Eligibility is reached, no further Award Credits will be earned under this Agreement during that Contract Year. Earned Award Credits must be applied to amounts owed for the purchase of Equipment no later than ninety (90) days after the expiration or termination of this Agreement (whichever occurs first). Award Credits that are not applied (because there is no further balance owed on Equipment received) will expire.

The earning of Award Credits is subject to the following conditions and limitations: Customer represents and warrants that (i) the Consumables and Equipment purchased under this Agreement shall be used only for the provision of services provided in Customer's facilities that are reimbursed under the same payment methodology under Medicare, Medicaid, or other federal health care program; (ii) none of the Participating Facilities will submit claims to federal health care programs for separate reimbursement of the Consumables or Equipment purchased hereunder; and (iii) none of the Consumables or Equipment purchased hereunder will be sold or billed directly to patients.

Customer acknowledges and agrees that it will, upon Medtronic's reasonable request, provide information on the purchase, use and dispensing of Consumables and Equipment purchased hereunder as needed to assess Customer's compliance with the foregoing representations and warranties, and that Medtronic may terminate this Agreement for cause and otherwise subject to the terms of Early Termination below for Customer's failure to comply with the foregoing.

6. **Rebate Opportunity**

Customer will be eligible to earn rebates (a "Rebate") under this Agreement on Customer's purchases of certain Medtronic products in accordance with the Medtronic Rebate Program and General Rebate Terms included in the attached Schedule 1.

7. **Partnership Program**

a. **Credits**

Provided that Customer meets or exceeds the commitment level for the Pulse Oximetry Monitoring Consumable Category set forth in Section 4 above:

For each Contract Year, if Customer's annual Net Purchases of Pulse Oximetry Monitoring products equal or exceed \$500,000.00, Medtronic will issue Customer a credit (a "Partnership Credit") equal to three percent (3%) of Customer's Net Purchases of Pulse Oximetry Monitoring products made during such Contract Year. The parties acknowledge that Customer is not required to purchase Consumables at any level, but Customer must meet the purchase requirements set forth in this Section in order to qualify for a Partnership Credit.

"Net Purchases" as used herein means the total amount received by Medtronic from the sale of Consumables to Customer (including any Participating Facilities) under this Agreement in the aggregate net of returns, refunds, allowances, credits, taxes, freight, and insurance.

b. **Partnership Credit Purchases**

Earned Partnership Credits will be issued to Customer within ninety (90) days after the end of each Contract Year in which they are earned. Earned Partnership Credits may only be applied towards either (i) the purchase of Medtronic's then current capital equipment items that are reimbursed by the same Federal healthcare methodology as the purchased Consumables in the following product categories: Pulse Oximetry Monitoring, or (ii) additional Consumables. The purchase price of such equipment and/or Consumables will be at Customer's then-applicable pricing. To purchase Consumables using earned Partnership Credits, Customer must contact its Medtronic Patient Monitoring Sales Representative for instructions on placing a special order. Customer will only earn Partnership Credits and Award Credits on cash purchases of Consumables and will not earn Partnership Credits or Award Credits on any Consumable purchases using earned Partnership Credits. Earned Partnership Credits must be used within twelve (12) months from date of issuance. Any unused Partnership Credits will expire twelve (12) months from date of issuance.

8. **Compliance with Discount Reporting Requirements**

The parties agree that the Award Credits and any discounts provided towards the purchase of the Equipment as set forth

on the Equipment Schedule (such as a trade-in allowance, special promotion or other discount as listed on the Equipment Schedule, as applicable) provided by Medtronic under this Agreement each constitute a “discount or other reduction in price” of the Consumables and/or Equipment items whose prices are being reduced on account of such discounts, as applicable, under 42 U.S.C. §1320a-7b(3)(A) and the regulations regarding discounts set forth in 42 C.F.R. § 1001.952(h). At the times and in the manner required under applicable regulations and instructions, Customer will fully and accurately reflect in its cost reports, claims for payment, or other submissions to federal healthcare programs all discounts and price reductions on the Consumables and/or Equipment provided under this Agreement, including appropriately and accurately allocating such discounts and price reductions as needed to the facilities using the Consumables and Equipment Customer purchases under this Agreement. Where applicable, Equipment list prices have been included on the Equipment Schedule as an indication of the relative fair market values of the Equipment in order to enable Customer to prepare those reports. Customer should consult with its own accounting and cost reporting advisors to assure the proper reporting of costs and/or submission of claims for payment. Further, Customer will, upon request by the Secretary of the U.S. Department of Health and Human Services or any state agency, make available information provided to Customer concerning the discounts and price reductions.

9. **Equipment**

a. **Purchase**

Customer agrees to purchase the Equipment from Medtronic for the purchase price indicated in the attached Equipment Schedule. No payment is due upon shipment of the Equipment. Customer may obtain an invoice for the Equipment at <https://connect.medtronic.com>. Please contact [Connect@Medtronic.com](mailto:Connect@Medtronic.com) or Medtronic Customer Service at 1-800-962-9888 if you need assistance obtaining an invoice. Customer will pay the purchase price (and related taxes, if applicable) in equal annual installment payments over the Contract Period either by using earned Award Credits or by paying cash. If Customer does not earn enough Award Credits to make an annual installment payment, then Customer will be invoiced for the shortfall, which will be due and payable within thirty (30) days after date of invoice. In such event, Customer agrees to issue Medtronic a Purchase Order for such amount. To pay for the Equipment in full using earned Award Credits, Customer will need to purchase an aggregate dollar volume of Consumables equal to at least the amounts indicated under the heading “Consumable Volume Commitments” on EXHIBIT A.

Provided Customer is meeting its Equipment payment obligations, the Renewal Periods will be automatically implemented unless Customer notifies Medtronic to end the Agreement early. If the Agreement ends prior to the end of the full Contract Period (which includes the Renewal Periods), there will be a remaining balance owed on the Equipment. In such event, Medtronic will invoice Customer for the remaining balance due on the Equipment which will be due and payable within thirty (30) days after date of invoice. Customer agrees to provide Medtronic a purchase order for such amount.

b. **Trade-Ins**

If indicated on the Equipment Schedule, a portion of the purchase price will be paid by trading in the trade-in equipment listed on the Schedule. If any of such trade-in equipment is not sent to Medtronic within ninety (90) days after receipt of the new Equipment, then Customer's choice of one of the following will apply: (i) Customer will be invoiced for the related portion of the Equipment purchase price that would otherwise have been paid by the trade-ins, and such invoiced amount will be due and payable within thirty (30) days after date of invoice; or (ii) Customer's Annual Award Credit Eligibility will be increased and the Contract Period may be extended so that Customer can earn additional Award Credits to pay the related portion of the Equipment purchase price. Customer is responsible for sending such trade-ins to Medtronic, including shipping costs. Trade-Ins should be sent to: Medtronic, 2824 Airwest Blvd., Plainfield, IN 46168.

10. **BIS Awareness Guarantee**

In addition to any other indemnity provided under the governing terms and conditions as determined under Other Terms and Conditions below, Medtronic agrees to indemnify, defend and hold Customer, its affiliates, and their respective directors, officers, employees, agents, successors and assigns of Customer (each an “Indemnitee”), harmless against any liability, claim, damage, judgment, cost, fine, penalty, loss or expense (including reasonable attorneys' fees) (collectively, “Losses”) incurred by or imposed upon them in connection with any third-party claims, demands, suits or actions of anesthesia awareness occurring in a patient while under anesthesia using the Medtronic's BIS Monitoring System purchased under this Agreement only in conjunction with other Medtronic products and only if the BIS Monitoring System data shows that such patient's BIS values were below sixty (60) at the time of such anesthesia awareness. In order for an Indemnitee to be so indemnified and defended, (i) the Indemnitee shall notify Medtronic within ten (10) days after being notified that such patient experienced anesthesia awareness; (ii) the Indemnitee shall provide to Medtronic, and permit Medtronic to obtain, evaluate, copy and download, all data stored on the relevant BIS Monitoring System and other Medtronic products; (iii) Medtronic shall solely control the defense against or settlement of such claim; and (iv) the Indemnitee shall cooperate in such action, as reasonably requested by Medtronic. The Indemnitee may also participate in the defense of such claim by counsel of its own choosing at such Indemnitee's sole expense. Medtronic shall not be responsible for Losses to the extent arising out of: (a) the negligence or willful misconduct on the part of an Indemnitee, its affiliates, or an Indemnitee's directors, officers, employees or agents, including any tampering with the relevant BIS Monitoring System or other Medtronic products, or (b) an Indemnitee's improper or unauthorized use of the BIS Monitoring

System or other Medtronic products.

11. **Shipment of Equipment; Security Interest; Default; Remedies**

The Equipment will be shipped to Customer per standard lead times or other mutually agreed upon shipment schedule, but the Equipment will not ship before the Effective Date. Title to the Equipment will pass to Customer upon shipment. Until Customer has paid for the Equipment in full: Customer may not sell, lease, or otherwise transfer the Equipment or move it from Customer's address set forth in this Agreement without Medtronic's prior written consent; and Customer will take proper care of the Equipment and make no alterations to it without Medtronic's prior written authorization. Medtronic hereby retains a purchase money security interest in the Equipment and proceeds thereof, to secure payment for the Equipment, any related taxes, and any costs to enforce this security interest. Medtronic may file at any time a copy of this Agreement with appropriate authorities as a financing statement in order to perfect Medtronic's security interest. In the event of failure to make a payment due for the Equipment, the insolvency of Customer, the filing of a petition in bankruptcy by or against Customer, the appointment of a receiver for Customer, or an assignment for the benefit of creditors of Customer, Medtronic may terminate this Agreement, refuse to make further shipments hereunder, declare the entire outstanding balance owing on the Grand Total as set forth on the Equipment Schedule immediately due and payable, and exercise any or all other rights and remedies provided by law, including repossession of the Equipment. Medtronic shall be entitled to recover reasonable attorney's fees and costs of enforcing its rights to payments hereunder, regardless of whether such enforcement includes enforcement against the security or any judicial proceeding. In any judicial action brought by either party to enforce any of such party's rights or remedies under this Agreement, the prevailing party shall be entitled to all reasonable attorneys' fees and all costs, expenses and disbursements in connection with such action.

12. **Participating Facilities**

EXHIBIT B identifies the facilities (including Customer) who may participate under this Agreement (the "Participating Facilities"). All orders from Participating Facilities will: (a) be subject to the terms and conditions of this Agreement; (b) count towards the Consumable Volume Commitments set forth on EXHIBIT A; and (c) be eligible to earn Award Credits as set forth in this Agreement. For purposes of Section 4, the requirements of such Section shall apply to each Participating Facility on a per facility basis. The Consumable Volume Commitment shall apply to the aggregate purchases of all Participating Facilities. Customer represents that: (i) it either owns, has controlling interest in, or has express contractual authority to make purchasing decisions on behalf of each Participating Facility; and (ii) all Participating Facilities are members of the GPO indicated in this Agreement, if any.

13. **Purchases Through Distributor**

For Consumables available through an authorized distributor of Medtronic under an arrangement with Medtronic whereby Medtronic sells to the distributor at a net price that is equal to the price that Medtronic would have provided directly to Customer under this Agreement, Customer may purchase the Consumables through such distributor and the following provisions shall apply: (a) At Customer's request, for Consumables that are resold to Customer, Medtronic will make available to the distributor the Co-OP Price that would be available to Customer under this Agreement; and (b) any service fees or markups on the Consumables by the distributor to Customer are to be negotiated between Customer and the distributor, and Medtronic will not reimburse or be responsible for such fees or mark-ups.

Customer currently intends to purchase Consumables under this Agreement through the following authorized distributor:

Medline Industries Mundelein, IL  
Cardinal Health Waukegan, IL  
Owens & Minor Ontario, CA

Customer must notify Medtronic's Contract Administration Department at least twelve (12) business days before adding or changing distributors. If Customer purchases Consumables from a distributor prior to the 12th business day after giving such notice, then correct pricing for the Customer's purchases through that distributor cannot be assured, and no pricing adjustments will be issued to correct pricing errors for such purchases.

14. **Other Terms and Conditions**

So long as Customer has designated a group purchasing organization ("GPO") as its primary GPO under Medtronic's then-current processes, then purchases of Consumables and Equipment under this Agreement shall be subject to the applicable contract between Medtronic and such GPO for the purchase of the Consumables and Equipment ("GPO Contract"), except for any terms of the GPO Contract that conflict with any provision of this Agreement. Customer has currently designated NOVATION / VIZIENT GPO as its primary GPO. The purchase of any Consumables or Equipment that are not covered by such a GPO Contract will be subject to Medtronic's Standard Terms and Conditions of Sale, except for any of such terms and conditions that conflict with this Agreement. Regardless of any standard purchase order, invoice, or related forms that Customer or Medtronic may use for orders hereunder, the terms and conditions of this Agreement (including terms and conditions incorporated by this Section) shall govern orders, and the preprinted terms and conditions of such standard forms shall have no force or effect.

EXCEPT FOR INDEMNIFICATION OBLIGATIONS UNDER THE GPO CONTRACT OR OTHERWISE, MEDTRONIC WILL NOT BE LIABLE TO CUSTOMER OR ANY OTHER PERSON FOR REPROCUREMENT COSTS, LOST PROFITS,

LOSS OF USE, OR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, EVEN IF MEDTRONIC HAS BEEN ADVISED OF THE POSSIBILITY THEREOF, ARISING OUT OF OR IN CONNECTION WITH THE SALE, DELIVERY, INSTALLATION, USE, LOSS OF USE, REPAIR OR PERFORMANCE OF THE CONSUMABLES OR EQUIPMENT, INCLUDING ALL ADDITIONS TO AND REPLACEMENTS OF THE CONSUMABLES OR EQUIPMENT, OR ANY FAILURE OR DELAY IN CONNECTION WITH ANY OF THE FOREGOING. THIS SECTION DOES NOT PRECLUDE ANY LIABILITY WHICH, UNDER APPLICABLE PRODUCTS LIABILITY LAW, CANNOT LEGALLY BE PRECLUDED BY CONTRACT.

15. **Early Termination by Customer**

Customer may cancel this Agreement at any time by giving Medtronic at least thirty (30) days prior written notice. Upon cancellation of this Agreement, Customer must then pay any outstanding amounts owed on the Equipment. The outstanding amounts are calculated as follows: the purchase price of the Equipment (per the Equipment Schedule) minus all Award Credits applied to and cash payments made (if any) for the Equipment.

16. **Promotional Use**

At the request of either party, the parties agree to develop content about this Agreement for inclusion in a press release or other communications (such as communication through Medtronic's website) announcing that the parties have entered into the business relationship contemplated by this Agreement. Both parties have the right to review and approve any such press release or communication prior to release. In addition, Customer grants Medtronic permission to use Customer's name (i) in its promotional materials and (ii) in its general customer lists (including lists maintained for the purpose of providing reference sites to other prospective customers), insofar as such are related to the business relationship contemplated by this Agreement.

17. **Levine Act - Campaign Contribution Disclosure (SB 1439) (formerly referred to as Senate Bill 1439)**

The ultimate parent company of Covidien Sales LLC is Medtronic plc. To the extent applicable by law, and limited to Medtronic plc and its Chief Executive Officer, and to the best of their actual knowledge, Medtronic has disclosed to the Customer using Exhibit D – Levine Act – Campaign Contributions (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 12 months before the date this Agreement was approved by the County Board of Supervisors. Medtronic acknowledges that under California Government Code section 84308, Medtronic 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, Medtronic will provide the Customer 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.

The prohibition and disclosure obligation applies to those individuals or entities as specified in California Government Code Section 84308.

18. **Miscellaneous**

This Agreement, including all the Exhibits referenced herein, constitutes the entire understanding and agreement between the parties concerning the subject matter hereof, and supersedes all prior negotiations, agreements and understandings between the parties, whether oral or in writing, concerning the subject matter hereof. Customer understands that the terms and conditions of this Agreement, including the pricing, are confidential and agrees not to disclose such terms and pricing to any other party without the written consent of Medtronic, except where such disclosure is required by law in which case such disclosure shall be limited to that which is legally required. Medtronic understands that Customer is a public entity under California law and that California sunshine laws, including, but not limited to the California Public Records Act and Ralph Brown Act, prohibit Customer from keeping this Agreement and the terms herein confidential and that such Agreement may be made public as part of the approval process for this Agreement. This Agreement may only be amended by an express written document that indicates an intent to amend this Agreement and signed by authorized representatives of both parties. If any provision of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions will not be altered or impaired. In such event, the parties will use commercially reasonable efforts to replace the invalid or unenforceable provision. Except for payment of monies due, this Agreement may not be assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld, delayed or conditioned, except that either party may, without the consent of the other, assign this Agreement to an affiliate or to a purchaser of the assignor’s business or the business unit to which this Agreement relates (provided, however, in the case of such assignment by Customer, assignment is only allowed to an assignee with reasonable credit standing). The failure of Medtronic or Customer to enforce at any time or for any period of time any of the provisions hereof will not be a waiver of such provision nor of the right of Medtronic or Customer, as the case may be, thereafter to enforce each and every such provision. Each person signing this Agreement represents and warrants that he or she is duly authorized to execute this Agreement on behalf of the party for which it is signing. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email 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.

19. **Governing Law**

This Agreement shall be governed by and construed according to the laws of the State of California.

20. **Insurance**

Medtronic shall comply with the insurance requirements set forth on Exhibit C, the terms of which are incorporated herein by this reference.

**(Signature page follows)**

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be executed as of the date set forth below. **(NOTE: This Agreement is not binding on Medtronic unless signed by a manager or higher.)**

**COVIDIEN SALES LLC, A MEDTRONIC COMPANY**

SIGNATURE: \_\_\_\_\_

NAME: Jill Adams

TITLE: Regional Key Account Manager

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

NAME: Mike Corbin

TITLE: Region Business Manager

DATE: \_\_\_\_\_

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

▶  
\_\_\_\_\_  
Dawn Rowe, Chair, Board of Supervisors

Dated:

\_\_\_\_\_  
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 the San Bernardino County

By \_\_\_\_\_  
Deputy

**EXHIBIT A**  
**CO-OP PROGRAM AGREEMENT**  
**CONSUMABLES, CO-OP PRICE AND PURCHASE COMMITMENTS**

Part Number	Product Description	Pkg Qty	Pkg Desc	List Price	COOP Price
<b>Pulse Oximetry Monitoring</b>					
D-YS	DURA-Y SENSOR X1	1	Each	\$283.25	\$156.26
D-YSE	DURA-Y SENSOR EAR X1	1	Each	\$27.04	\$20.66
D-YSPD	PAED SPOT CHECK CLIP X1	1	Each	\$54.08	\$46.49
DS100A-1	DS100A DURASENSOR ADT DIGITX1	1	Each	\$250.00	\$77.49
FLEXMAX	FLEXIBLE SPO2 SENSOR REUSABLE X1	1	Each	\$270.38	\$166.65
FLEXMAX-P	SML FLEXIBLE SPO2 SENSOR REUSABLE X1	1	Each	\$270.38	\$166.65
MAXA	ADULT DIGIT SENSOR (18" CABLE)	24	Case	\$378.00	\$129.60
MAXAL	ADT OXY SENSOR MODEL MAX AL X24	24	Case	\$415.80	\$216.00
MAXFAST	MAX LOW PERF FOREHEAD O2 SENSOR	24	Case	\$630.00	\$424.00
MAXI	INF OXY SENSOR MODEL MAX I X24	24	Case	\$491.40	\$144.96
MAXN	NEO/ADT OXY SENSOR MDL MAX N X24	24	Case	\$491.40	\$144.96
MAXP	PAED OXY SENSOR MDL MAX P X24	24	Case	\$378.00	\$129.60
OXYSOFTN	OXYSOFTN NEO/ADT ADH OXY SENSOR X24	24	Case	\$593.28	\$288.00
<b>Depth of Anesthesia Monitoring</b>					
186-0106	QUATRO SENSOR	25	Carton	\$833.75	\$432.87
<b>Cerebral / Somatic Monitoring</b>					
IS	OXY ALERT NIRSENSOR INF NEO US	10	Package	\$2,145.00	\$1,558.20
PMSENS71-A-20	ADULT SENSOR PMSENS71-A INVOS	20	Carton	\$4,713.80	\$1,791.50
PMSENS71-P-20	PMSENS71P SENSOR PED INVOS 20/BX	20	Package	\$3,352.60	\$2,253.83
<b>Capnography</b>					
MVAI	Microstream Advance intubated filter line, adult-pediatric	25	Package	\$318.00	\$206.65
MVAO	Microstream Adult Oral-Nasal Filter Line w/O2 Tubing	25	Package	\$520.00	\$322.89
MVAOH	Microstream Advance oral/nasal filter line, adult w/O2 tubing	25	Package	\$649.75	\$387.47
MVPO	Microstream™ Advance Pediatric Oral-Nasal Filter Line w/ O2 Tubing	25	Package	\$456.75	\$297.05
MVPOH	Microstream Advance oral/nasal filter line, pediatric w/O2 tubing	25	Package	\$649.75	\$387.47
OK-2125-MDT	OxyKid EtCO2 with Microstream connector (25/CS) (30-70 lbs, 15-32 kgs)	25	Case	\$551.75	\$263.00
OM-2125-MDT	OxyMask EtCO2 with Microstream connector (25/CS) (adult size)	25	Case	\$540.75	\$263.00
OP-2125-MDT	OxyPlus EtCO2 with Microstream connector (25/CS) (25 percent larger than adult size)	25	Case	\$551.75	\$263.00
PRM-2110-MDT	OxyMask2 Pro Regular	10	Case	\$180.00	\$105.20
PRP-2110-MDT	OxyMask2 Pro Large	10	Case	\$180.00	\$105.20
MVAIH	Microstream Advance intubated filter line adult-pediatric	25	Package	\$563.00	\$335.80
MVABO	ADV ADULT BITE BLOCK O2 SHORT TERM	25	Package	\$652.25	\$445.58
MLAO	Microstream™ Luer Adult Oral-Nasal Sampling Line w/ O2 Tubing, Female Connector	25	Package	\$288.00	\$187.29

**EXHIBIT A**  
**CO-OP PROGRAM AGREEMENT**  
**PURCHASE COMMITMENTS**

**Contract Period**

Initial Contract Period: five (5) years continuing through the last day of the month.  
(for example, if the Agreement begins in September, the Contract Period will go through September 30<sup>th</sup> of the year in which the Contract Period ends)

Renewal Period: two (2) 12-month extensions

**Consumable Volume Commitments**

Total Annual Commitment: \$615,000.00

**Award Credit**

Award Credit Percentage: 42.97%

Annual Award Credit Eligibility: \$264,285.71

Total Award Credit Eligibility (over Contract Period): \$1,850,000.00

(Note, if Sales Tax actually charged on Equipment purchased is less or more than the amount indicated for sales tax on the Equipment Schedule, then the Annual Award Credit Eligibility will be adjusted by the variance.)

**EXHIBIT B**  
**CO-OP PROGRAM AGREEMENT**  
**PARTICIPATING FACILITIES**

<b>Name</b>	<b>Address</b>	<b>City</b>	<b>State</b>	<b>Zip Code</b>	<b>Sold To Number</b>
San Bernardino County on behalf of Arrowhead Regional Medical Center	400 N Pepper Ave	Colton	CA	92324-1801	1106317

**EQUIPMENT SCHEDULE**  
**CO-OP PROGRAM AGREEMENT**

Line	Part Number	Description	QTY	List Price	Price per Unit (or per units trade-in allowance if applicable)	Total Purchase (or trade-in allowance)
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**TBD ONLY COOP**

<b>Equipment Subtotal</b>	\$0.00
<b>Sales Tax</b>	\$0.00

SALES TAX STATUS. Customer hereby certifies that Customer \_\_\_ is subject to sales, use, or similar taxes; or X is exempt from sales use, and similar taxes, in which case Customer will provide Medtronic with reasonable documentation upon request. If applicable, the "Sales Tax" included in the table above is an estimated amount based on current known tax rates. Customer's actual Sales Tax amount will be determined based on current applicable state and local laws as of the date the Equipment is shipped to Customer. If Customer represents that it is exempt from tax but is in fact subject to tax, or if actual Sales Tax is different from the amount listed above, then the Grand Total and Total Balance to be Paid set forth above as well as Customer's Total Award Credit Eligibility set forth on EXHIBIT A will Be adjusted to account for the Sales Tax variance.

<b>TBD DOLLARS</b>	\$1,850,000.00
<b>Grand Total</b>	\$1,850,000.00
<b>Total Balance To Be Paid</b>	\$1,850,000.00
<b>Annual Payment</b>	\$264,285.71
<b>Payment Period</b>	five (5) years, plus two (2) 12-month extensions

\*TBD DOLLARS. Equipment to be determined by Customer within the first Contract Year ("TBD Equipment"). May consist of Customer's selection of Medtronic's then current capital equipment items that are reimbursed by the same Federal healthcare methodology as the purchased Consumables in the following product categories: pulse oximetry monitoring, depth of anesthesia monitoring, cerebral/somatic oximetry monitoring, capnography monitoring, video laryngoscopes (not to exceed 10% of the total award credit eligibility, unless approved by finance), approved HealthCast™ SKUs and/or approved third party equipment (or upgrades or accessories to such equipment) that use or enable the use of the Consumables ("Third Party Equipment"). Third Party Equipment is designed, produced and supplied by a third party company ("Manufacturer"). To the extent that Customer chooses to purchase Third Party Equipment, Customer is responsible for choosing the Third Party Equipment. Medtronic will purchase the Third Party Equipment from the Manufacturer for resale to Customer under this Agreement, which resale price will include a standard finance and administration charge in addition to the Manufacturer's price of such Equipment. Availability of the Third Party Equipment is subject to availability from the Manufacturer. The parties acknowledge that a delay in finalizing this Agreement may result in pricing for the Third Party Equipment other than as set forth above and that the final pricing for the Third Party Equipment will be as determined at time of shipment. Shipment of Third Party Equipment may be delayed and ship after Medtronic brand Equipment. The Manufacturer will ship the Third Party Equipment directly to Customer (and, where applicable, will arrange installation with Customer). Medtronic will not pay the Manufacturer for the Third Party Equipment until Customer confirms to Medtronic that it has received and accepted such equipment. Customer will receive the applicable Third Party Equipment warranties from the Manufacturer. Customer is responsible to pay Medtronic for the Third Party Equipment (in accordance with this Agreement), irrespective of any disputes between Customer and the Manufacturer concerning the Third Party Equipment, including warranty matters. Customer will deal directly with the Manufacturer regarding technical support for, and any defects or dissatisfaction with, the Third Party Equipment. The Third Party Equipment is not covered by any indemnity or warranty from Medtronic.

The following amount of TBD Dollars is reserved for the purchase of Pulse Oximetry Cable products only: \$150,000.00 (the "Reserved TBD Dollars"). Reserved TBD Dollars shall be allocated in equal annual installments of \$30,000.00 over the first five (5) years of the Agreement. Each annual installment of Reserved TBD Dollars must be utilized within the applicable Contract Year for the purchase of Pulse Oximetry Cable products only. If Customer purchases less than the full \$30,000.00 in any given Contract Year, the remaining unused Reserved TBD Dollars for that Contract Year will be canceled.

Customer must purchase its TBD Equipment within 90 days after the first Contract Year. If Customer purchases less than 100% of the estimated TBD Equipment then the following adjustments will be made to this Agreement effective as of the following Contract Year: (i) the Grand Total and Total Balance to Be Paid will be adjusted to an amount equal to the total amount due for actual Equipment purchased (which includes the original Equipment purchase amount, if any, plus the amount of TBD Equipment purchased, if any, together the "Total Equipment Purchase Amount"); (ii) the annual payment amount for the Equipment will be re-calculated into equal annual payment amounts over the Contract Period based on the Total Equipment Purchase Amount (iii) the Total Award Credit eligibility set forth on EXHIBIT A will be adjusted to equal the Total Equipment Purchase Amount; and (iv) the Award Credit percentage set forth on EXHIBIT A will be adjusted to an amount equal to that which will allow Customer to earn sufficient Award Credits over the Contract Period to pay for the Total Equipment

Purchase Amount. If there is no balance due and owing on Equipment after the first Contract Year, then Medtronic may cancel this Agreement upon written notice to Customer.

**SCHEDULE 1**  
**Medtronic Rebate Program and General Rebate Terms**

1. **Definitions**

The following capitalized terms shall have the meanings given below.

- a. **“Applicable Products”** means the Medtronic Pulse Oximetry Monitoring and Capnography identified in **EXHIBIT A** of the Agreement.
- b. **“Net Purchases”** means the total gross purchases of Applicable Products under this Agreement (either direct from Medtronic, or, if applicable, through an authorized distributor), less (i) refunds, credits or allowances (including award credits issued under Medtronic’s programs), if any, actually granted during the Rebate Period on account of price adjustments on, or recalls, rejection or return of Applicable Products; (ii) excises, sales taxes, value added taxes, consumption taxes, duties or other taxes, if applicable to Customer; (iii) separately itemized interest charges, loaner/usage fees, shipping and handling fees, insurance and transportation costs; and (iv) distributor mark-ups.
- c. **“Rebate Period”** means each annual period of this Agreement following the first day of the first full calendar month following the date that this Agreement is fully executed by Customer and Medtronic.

2. **Rebate Opportunity and Requirements**

a. **All Product Growth Rebate**

Each Rebate Period (as defined in the Agreement), if Customer (in the aggregate across all Participating Facilities) (i) meets or exceeds the applicable target set forth in the table below, and (ii) has been in compliance with the other terms and conditions of this Agreement, Medtronic will pay Customer a Rebate as set forth below on Customer’s Net Purchases of Applicable Products made during such Rebate Period and pursuant to this Agreement that exceed the applicable target (i.e., the Rebate is payable on the Net Purchase amount of Applicable Products over the target only), subject to the maximum Rebate amount of \$150,000.00 payable each Rebate Period. For clarity, Customer may not earn more than \$150,000.00 in Rebates each Rebate Period.

Rebate Period	Target per Rebate Period	Rebate
Year One	\$500,000.00	25%

3. **Compliance and Payment**

- a. **Payment of Rebates:** Within ninety (90) days following the last day of each Rebate Period, Medtronic will calculate Rebates and pay any earned Rebate to Customer. Payment will be in the form of an electronic funds transfer (“EFT”). Customer must complete an EFT enrollment form supplied by Medtronic. Medtronic agrees to review any issues relating to the Rebate provided they are brought to Medtronic’s attention within sixty (60) days following Customer’s receipt of the affected Rebate payment. Any such issue not brought to Medtronic’s attention during such sixty (60) day period shall be deemed waived by Customer and its Participating Facilities. If Medtronic pays Customer a Rebate in an amount greater than Customer has earned (an overpayment), Medtronic may offset such overpayment from future Rebates due and owing under this Agreement, or if none, any other rebates due and owing by Medtronic (or its affiliates) to Customer. Any Rebate earned during any partial Rebate Period or any partial Rebate Period based on termination pursuant to the Agreement, will be based on Rebates earned on a pro-rata basis.
- b. **Additional Requirements:** Upon request of Customer, Medtronic may conduct business reviews with the Customer on a quarterly basis. A quarterly report of Customer’s actual purchases or acquisitions and Net Purchases for any product type under **EXHIBIT A** to the Agreement will be available upon request from Medtronic. Notwithstanding any other provisions of this Agreement, Medtronic reserves the right to withhold payment of any earned Rebate (in whole or in part) if Customer (i) is not in compliance with the terms of this Agreement, (ii) is not in good credit standing as reasonably determined by Medtronic’s Accounts Receivable Department, or (iii) has not paid any invoice for any purchase giving rise to such Rebate.

4. **Documentation of Product Rebates**

To provide Customer the information necessary to facilitate its reporting obligations, if any, Medtronic will provide Customer a statement at the time of payment of any Rebates earned by Customer to identify the types and quantities of Applicable Products purchased and used to calculate such Rebate.

Rev.5.30.25

## EXHIBIT C Insurance Requirements

Medtronic agrees to provide insurance set forth in accordance with the requirements herein.

1. Without in anyway affecting any indemnity obligations provided and in addition thereto, Medtronic shall secure and maintain throughout the Agreement term the following types of insurance with limits as shown:
  - 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 all persons including volunteers providing services on behalf of Medtronic and all risks to such persons under this Agreement. If Medtronic has no employees, it may certify or warrant to Customer 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 Customer'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 –Medtronic shall carry General Liability Insurance covering all operations performed by or on behalf of Medtronic 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. The policy coverage shall include:
    - a. Premises operations and mobile equipment.
    - b. Products and completed operations.
    - c. Broad form property damage (including completed operations).
    - d. Explosion, collapse and underground hazards.
    - e. Personal injury.
    - f. Contractual liability.
    - g. \$2,000,000 general aggregate limit.
  - c. 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 occurrence. If Medtronic is transporting one or more non-employee passengers in performance of Agreement services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence. If Medtronic owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.
2. **Additional Insured.** All policies, except for Worker's Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming Customer and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for Customer to vicarious liability but shall allow coverage for Customer to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.
3. **Waiver of Subrogation Rights.** Medtronic shall require the carriers of required coverages to waive all rights of subrogation against Customer, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit Medtronic and Medtronic's employees or agents from waiving the right of subrogation prior to a loss or claim. Medtronic hereby waives all rights of subrogation against Customer.
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 Customer.
5. **Severability of Interests.** Medtronic 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 Medtronic and Customer or between Customer and any other insured or additional insured under the policy.
6. **Proof of Coverage.** Medtronic shall furnish Certificates of Insurance to Customer evidencing the insurance coverage at the time the Agreement is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to Customer, and Medtronic shall maintain such insurance from the time Medtronic commences performance of services hereunder until the completion of

such services. Within fifteen (15) days of the commencement of this Agreement, Medtronic shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements promptly upon request.

7. **Acceptability of Insurance Carrier.** Unless otherwise approved by Risk Management, 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- VII". Notwithstanding the foregoing, Medtronic reserves the right to self-insure all or a portion of the insurance coverage provided in this Agreement.
8. **Deductibles and Self-Insured Retention.** Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.
9. **Failure to Procure Coverage.** In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, Customer has the right but not the obligation or duty to cancel the Agreement or obtain insurance if it deems necessary.
10. **Insurance Review.** Insurance requirements are subject to periodic review by Customer. The Customer'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 Customer. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against Customer, inflation, or any other item reasonably related to Customer's risk. Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. Any failure, actual or alleged, on the part of Customer to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of Customer.



**EXHIBIT D**  
**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. All references to "Contractor" on this Exhibit refer to Medtronic. If a question does not apply respond N/A or Not Applicable.**

1. Name of Contractor: Covidien Sales LLC

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: 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
Medtronic PLC, as the parent company of the Contractor, provides annual public filings to the SEC. Here is the link of that filing, Exhibit 21 has all Medtronic subsidiaries: <a href="https://www.sec.gov/ix?doc=/Archives/edgar/data/1613103/000161310324000072/mdt-20240426.htm">https://www.sec.gov/ix?doc=/Archives/edgar/data/1613103/000161310324000072/mdt-20240426.htm</a>

6. Name of agent(s) of Contractor:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)
N/A		
N/A		

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):
N/A	<u>N/A</u>	<u>N/A</u>
<u>N/A</u>	<u>N/A</u>	<u>N/A</u>

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
N/A	<u>N/A</u>
<u>N/A</u>	<u>N/A</u>

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

Yes  If **yes**, please provide the contribution information in Question 10.

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 \$500 to any member of the Board of Supervisors or other County elected officer involved with this Contract, while award of this Agreement is being considered and for 12 months after a final decision by the County.