



Contract Number

24-1307

SAP Number


Arrowhead Regional Medical Center

Department Contract Representative	Andrew Goldfrach
Telephone Number	(909) 580-6150
Contractor	Baxter Healthcare Corporation
Contractor Representative	Paige Stuebe
Telephone Number	(360) 818-1491
Contract Term	January 1, 2025 through December 31, 2026
Original Contract Amount	\$1,901,051
Amendment Amount	NA
Total Contract Amount	\$1,901,051
Cost Center	
Grant Number (if applicable)	

Briefly describe the general nature of the contract: An acute Vizient Member Agreement with Baxter Healthcare Corporation to purchase disposable products necessary to operate ARMC's fleet of infusion pumps in the amount of \$1,901,051.

FOR COUNTY USE ONLY

Approved as to Legal Form


for
Bonnie Uphold, Supervising Deputy County Counsel

Date 12/6/2024

Reviewed for Contract Compliance

▶

Date

Reviewed/Approved by Department

▶


Andrew Goldfrach, Chief Executive Officer

Date 12/6/2024



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ACUTE VIZIENT MEMBER AGREEMENT

December 4, 2024

**San Bernardino County
Arrowhead Regional Medical Center
400 North Pepper Avenue
Colton, CA 92324-1801
Account #: 34227002
Vizient LIC#: TLKF**

**Baxter Healthcare Corporation
Deerfield Building 5-2E
One Baxter Parkway
Deerfield, IL 60015
Attention: **Amber Thornton****

1. INTRODUCTION. Member and Supplier are entering into this Acute Vizient Member Agreement (the “**Member Agreement**”) agreeing to be bound by its terms and the applicable Member terms of the Capital Equipment Supplier Agreement No. IV0151 between Vizient Supply, LLC (“**Vizient**”) and Supplier (“**IV0151**”). Capitalized terms used herein and not defined shall have the same meaning as set forth in IV0151.

a) The “**Start Date**” of this Member Agreement will be January 1, 2025, provided that Member executes and returns this Member Agreement to Supplier no later than December 18, 2024. Should Member not execute and return this Member Agreement to Supplier before December 18, 2024, the Start Date of this Member Agreement will be 5 business days from the date on which Supplier countersigns this Member Agreement. This Member Agreement will end on **December 31, 2026** (the “**End Date**”). Supplier’s acceptance of additional orders from Member under the terms of IV0151 after the expiration of this Member Agreement shall not constitute a renewal or extension of this Member Agreement.

b) This Member Agreement shall renew automatically for 1 additional three-year period unless (i) Member delivers written notice to Supplier at least 180 days prior to the End Date or (ii) Supplier delivers written notice of termination of the Member Agreement to Member at least 180 days prior to the End Date. Should written notice of termination not be delivered in accordance with this sub-section by either Supplier or Member, then the End Date of this Member Agreement shall be automatically extended through the completion of the then-current Term of IV0151.

c) An “**Agreement Year**” for this Member Agreement shall be defined as the time period beginning on the Start Date through December 31, 2025, and each subsequent calendar year thereafter.

d) Should Member choose to purchase Supplies through an Authorized Distributor, Member acknowledges that Authorized Distributors may require up to 45 additional calendar days to adjust the pricing in their billing system and to notify Member of the adjusted pricing. Member understands that Authorized Distributor’s prices for Supplies that it invoices Member for Member’s purchases are at the Authorized Distributor’s discretion. Member shall use best efforts to obtain assurances from each Authorized Distributor that any Supplies distributed to Members during the term of this Member Agreement was purchased directly from Supplier, and Member shall promptly notify Supplier if it becomes aware of violations of such assurances.

2. PRICING. Prices for Supplies are as set forth in Exhibit A of IV0151, and subject to adjustment in accordance with Section 2A Pricing Adjustments of IV0151.



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3. PRICE TIER QUALIFICATION; CVF REVIEW/PRICE TIER CHANGES; INABILITY TO SUPPLY; SUPPLIES UTILIZATION.

a) PRICE TIER QUALIFICATION. The pricing offered to Member under this Member Agreement is contingent upon the purchase commitment that Member elects to make to Supplier. By selecting a Price Tier in Attachment 2, Committed Volume Forecast Member Commitments ("**Attachment 2**"), Member commits to purchase from Supplier no less than 90% of its Committed Volume Forecast ("**CVF**"), in each applicable Supplies Category, for, and throughout, each Agreement Year. For clarification, the CVF amount in each Supplies Category represents Member's total expected annual utilization of Supplies, and to comply with Member's CVF requirements for, and throughout, each Agreement Year, Member must achieve a minimum of 90% of the CVF or more in Supplies purchases in each applicable Supplies Category to be deemed in compliance with such Supplies Category (collectively, the "**CVF Requirements**").

Notwithstanding the foregoing, in the event that Member is non-compliant to its CVF Requirement in a specific Supplies Category, as listed in Attachment 2, Member will continue to receive the pricing for such Agreement Year, provided that Member:

- (i) meets or exceeds its total aggregate CVFs of all applicable Supplies Categories; and
- (ii) achieves a minimum of 80% of the CVF in each Supplies Category.

For avoidance of doubt, if Member meets (i) and (ii) above, Member will be deemed compliant to its CVF Requirement and shall be eligible for any Member rebates, if earned. Furthermore, Section 5F and 5G of IV0151 shall not apply to Member.

By way of example only, if:

- (i) In the first Agreement Year, Member's total aggregate CVFs equaled \$3,000,000 (Solutions/Fluids is equal to \$1,000,000, Drug Delivery is equal to \$1,000,000 and Nutrition is equal to \$1,000,000); and
- (ii) Member's Net Dollar Purchases in the first Agreement Year for Solutions/Fluids is \$800,000 (80% compliant), Drug Delivery is \$1,100,000 (110% compliant) and Nutrition is \$1,200,000 (120% compliant), which totals \$3,100,000; and
- (iii) Member's Net Dollar Purchases of \$3,100,000 in the first Agreement Year met or exceeded the total aggregate CVFs (\$3,100,000 - \$3,000,000 = \$100,000 overage); and
- (iv) 80% of the CVF in each Supplies Category was achieved; then
- (v) Member shall be deemed compliant to its CVF Requirements for such Agreement Year.

In each subsequent Agreement Year after the first, the CVFs listed in Attachment 2 shall be subject to any price increase in accordance with Section 2A Pricing Adjustments of IV0151 and shall be adjusted to the greater of (i) Member's Net Dollar Purchases (as defined herein) during the previous Agreement Year or (ii) the total aggregate annual price increase in accordance with Section 2A Pricing Adjustments of IV0151 across all Supplies Categories, but such adjustment shall not exceed 8% of previous Agreement Year CVF Requirements.



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Member's CVF shall be prorated by Supplier accordingly to capture a partial Agreement Year if an Agreement Year is less than twelve months.

By way of example only, if:

- (i) Member's Solutions/Fluids CVF Requirement in the first Agreement Year was \$1,000,000; and
- (ii) Member's Net Dollar Purchases for Solutions/Fluids in the first Agreement Year was \$1,025,000, which equals a 2.5% increase over its Solutions/Fluids CVF Requirement; and
- (iii) the total aggregate annual price increase (as referenced above) equaled 4%; then
- (iv) Member's Solutions/Fluids CVF Requirement for the second Agreement Year would be \$1,040,000.

b) CVF REVIEW/PRICE TIER CHANGES. Supplier will conduct monthly reviews of Member's purchases of Supplies for compliance with the CVF Requirements. Supplier reserves the right to change Member's Price Tier pricing due to noncompliance with the CVF Requirements: (i) at any time during an Agreement Year if Member indicates, or Member's purchasing on an annualized basis indicates, that it has changed to another primary manufacturer for a committed Supplies Category; or (ii) if Member is noncompliant upon the completion of a Deficit Notice Period (each a "**Price Tier Event**").

In the event Supplier exercises such right to change Member's Price Tier pricing due to a Price Tier Event, Supplier shall notify Member of its findings via email within 45 calendar days of the monthly review.

If Member disagrees with Supplier's determination that Member is noncompliant with the CVF Requirements, Member may provide documentation that is sufficient to Supplier within 20 calendar days of Supplier's notice to Member to counter such claim and Member will be provided with 25 calendar days from such notice to resolve the non-compliance (together the "**Deficit Notice Period**") as follows: (1) Member may purchase Supplies equal to the CVF Requirements deficit; or (2) elect to be invoiced by Supplier in the amount of such CVF Requirements deficit and make timely payment on such invoice. If Member provides sufficient documentation to Supplier or resolves the non-compliance as defined above, then Supplier shall continue to honor Member's current Price Tier pricing. For avoidance of doubt, Member will have a total of 45 calendar days from Supplier's notification via email to provide sufficient documentation to Supplier or to resolve the non-compliance.

If Member has failed to resolve the non-compliance at the expiration of the Deficit Notice Period, Supplier shall have the right to immediately move Member's pricing to the next higher priced Price Tier, except for a Price Tier Event due to an indication that Member has changed to another primary manufacturer for a committed Supplies Category, and in such event, Supplier shall move Member's pricing to the Price Tier for which Member then qualifies.



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Member's Commitments, including, without limitation, the CVF shall not be adjusted by any movement to the next higher priced Price Tier.

If Member achieves compliance with its CVF Requirements for the original Price Tier for a minimum period of 60 consecutive calendar days prior to January 1st or July 1st, Supplier agrees to move Member's pricing back to such original Price Tier. Any Price Tier movement back to Member's original Price Tier pricing will occur on January 1st or July 1st, as applicable, which will be made within 45 calendar days, and any adjusted pricing will be prospective from the date of such Price Tier change.

In light of the Force Majeure Event relating to Supplier's North Cove facility, at any time during the period from the Start Date through June 30, 2025, Member may request Supplier to review and provide a one-time adjustment of its CVF Requirement for the Solutions/Fluids Supplies Category, provided that Member provides Supplier with supporting data that supports its request for adjustment. Such review and adjustment request from Member shall be evaluated by Supplier and according to Supplier's then current uniform business exception processes. CVF Requirement adjustments that are granted will be considered for purposes of Price Tier qualification and retention of rebate eligibility. The parties will work in good faith to execute an amendment to this Member Agreement, as applicable. The CVF Requirement adjustment outlined in Section 3a above shall be replaced with a maximum CVF adjustment of 12% for the second Agreement Year (defined as January 1, 2026 through December 31, 2026) if an amendment is executed by the parties.

Continued on following page.



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For illustration purposes only:

EXAMPLE: Beginning on January 1st																		
Non Compliance - Price Tier Event	Jan		Feb		Mar		Apr		May		Jun		Jul	Aug	Sep	Oct	Nov	Dec
Agreement Year end compliance review - Supplier notifies Member of non-compliance within 45 days	Supplier reviews and provides notification																	
Member has 20 days to review and respond to non-compliance claim				20 days from Supplier notification														
Member has 25 days to resolve the non-compliance prior to the end of the Deficit Notice Period						25 days to resolve non-compliance												
If Member resolves non-compliance prior to the end of the Deficit Notice Period, current Price Tier pricing remains in place**							No price change											
If Member fails to resolve non-compliance prior to the end of the Deficit Notice Period, Price Tier pricing change occurs							Price Change occurs											
If Member is able to achieve compliance to its original CVF Requirements by June 30th, Supplier will reinstate prior Price Tier pricing ***								Member achieves compliance to original CVF Requirements for previous Price Tier										
Supplier has 45 days to move Member's Price Tier pricing back to previous Price Tier pricing (better pricing)*												Supplier changes Member back to previous Price Tier pricing per applicable Price Tier and notification to Authorized Distributors of pricing change						
Compliance Monitoring	Supplier reviews compliance monthly																	
*This process can occur at any point in the Agreement Year, movement back to compliancy and previous Price Tier pricing can only occur on Jan 1st or July 1st																		
** During a Deficit Notice Period, Member can resolve deficit by bulk purchase or invoice equal to the CVF requirement(s).																		
*** Member can achieve compliancy during this period by purchasing at a run rate equal to their CVF for > 60 consecutive calendar days prior to July 1.																		



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- c) **INABILITY TO SUPPLY.** If Member's non-compliance with its CVF Requirements is caused by Supplier's inability to supply Member's direct orders, for each applicable Supplies Category and solely for purposes of calculating Member's CVF Requirements, Supplier shall determine the difference between (a) the monetary value of purchases of Supplies Member would have made if Supplier would have been able to deliver such Supplies (as evidenced by Member's (i) cancelled orders or (ii) purchase orders for which no Supplies or not all Supplies ordered were delivered by Supplier) and (b) Member's Net Dollar Purchases ordered by Member and delivered by Supplier in such Supplies Category for the applicable Agreement Year ("**Inability to Supply Amount**"). Supplier shall add the Inability to Supply Amount to Member's Net Dollar Purchases when calculating Member's CVF Requirements compliance for the applicable Supplies Category for the applicable Agreement Year for purposes of Price Tier qualification and rebate eligibility. Member agrees that once Supplier is able to supply, Member must resume purchasing Products from Supplier to meet its CVF Requirements as defined above which will be prorated for the timeframe when Supplier was able to supply during the current Agreement Year.

By way of example, if Supplier is unable to supply Member's direct orders for 1 month of Product during an Agreement Year, Member will be required to purchase the remaining 11/12 of its CVF Requirements.

- d) **RIGHT TO OPT-OUT.** In light of the Force Majeure Event relating to Supplier's North Cove facility, at any time during the period from the Start Date through March 31, 2025 ("**Opt-Out Period**"), Member shall have the right to terminate this Member Agreement without penalty or liquidated damages if Supplier cannot fulfill 100% of Member's CVF Requirements (on a pro-rated basis) for the Supplies listed in the table below (in this Section 3.d) through supply of such Supplies or Temporary Importation Products (as defined in IV0151). To exercise this termination right, Member must provide written notice to Supplier during the Opt-Out Period and include its account number along with the specific reason for the termination. Termination will be effective 15 calendar days after the date of Supplier's receipt of such written notice. For direct purchases, Supplier will fulfill any orders placed by Member up until the termination date. Member's payment obligations under this Member Agreement shall survive termination. Member's sole and exclusive remedy for Supplier's insufficient supply in accordance with this Section shall be termination of this Member Agreement as provided herein.

Supplies Code	Supplies Description	NDC	UOM	PF	Supplies Category
2B1324X	SOD CHLOR 0.9% INJ USP VIAFLEX1000ML MIGRATED	00338004904	CA	14	SOLUTIONS/FLUIDS
2B1323Q	SOD CHLOR 0.9% INJ USP VIAFLEXPLASTIC 500ML MIGRATED	00338004903	CA	24	SOLUTIONS/FLUIDS



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2B1322Q	SOD CHLOR 0.9% INJ USP VIAFLEXPLASTIC 250ML MIGRATED	00338004902	CA	36	SOLUTIONS/FLUIDS
2B0062Q	DEXTROSE 5% INJECTION USP 250ML MIGRATED	00338001702	CA	36	SOLUTIONS/FLUIDS
2B0063Q	DEXTROSE 5% INJECTION USP 500ML MIGRATED	00338001703	CA	24	SOLUTIONS/FLUIDS
2B0064X	DEXTROSE 5% INJECTION USP 1000ML MIGRATED	00338001704	CA	14	SOLUTIONS/FLUIDS
2B2322Q	LACTATED RINGER'S INJ, USP	00338011702	CA	36	SOLUTIONS/FLUIDS
2B2323Q	LACTATED RINGER INJ, USP VIAFLEX PLASTIC CONTAINER 500ML	00338011703	CA	24	SOLUTIONS/FLUIDS
2B2324X	LACTATED RINGER INJECTION, USP1000ML VIAFLEX CONTAINER	00338011704	CA	14	SOLUTIONS/FLUIDS
2B7127	0.9% SOD.CHL.IRRIG. USP 3000MLUROMATIC CONTAINER	00338004747	CA	4	SOLUTIONS/FLUIDS
2B7487	LACTATED RINGERS IRRIG, 3000 ML ARTHROMATIC	00338013727	CA	4	SOLUTIONS/FLUIDS

- e) **SUPPLIES UTILIZATION.** If a Member implements product utilization changes that may warrant Member's request to adjust its CVF per applicable Supplies Category, then Member shall request that Supplier modify the CVF for each applicable Supplies Category based on supporting documentation from the Member, provided that Member has not changed to another primary manufacturer for the Supplies. Such adjustment requests from Member shall be evaluated in Supplier's sole discretion and according to Supplier's then current uniform business exception processes. CVF adjustments that are granted will be considered for purposes of Price Tier qualification and rebate eligibility. The parties will work in good faith to execute an amendment to the Member Agreement, as applicable.

4. **MEMBER REBATES; MEMBER'S NET DOLLAR PURCHASES; RIGHT TO OFFSET.**

- a) **ONE-TIME GROWTH REBATE.** Beginning on the Start Date and ending 12 months thereafter (the "**One-Time Growth Period**"), a new Member, which is defined as a Member who has not had a pre-existing committed agreement for Supplies with Supplier within the 6 months prior to the Start Date, shall be eligible for a One-Time Growth Rebate, provided that Member commits to Price Tiers 5, 4, 3 or 2 and is compliant with the material terms and conditions of the Member Agreement, including its CVF Requirements and Member Commitments in Attachment 2. This One-Time Growth Rebate is equal to **10%** of Member's Net Dollar Purchases (as defined below) made by Member during the One-Time Growth Period.

Payment of the One-Time Growth Rebate shall be made in the form of a credit memo (that must be spent in the fiscal year in which the Rebate is earned or the next fiscal year) or electronic funds transfer if the Member prefers, which shall be issued within 90 days following the end of the One-Time Growth Period.



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- b) PUMP REBATE.** Member is eligible for the annual Pump Rebate, provided that Member (i) is compliant with the material terms and conditions of the Member Agreement, including its CVF Requirements and Member Commitments in Attachment 2; (ii) meets the criteria for a Supplier Pump Customer (as defined in Attachment 2) and (iii) maintains a minimum of 90% of its total utilization of its syringe pump platform and dedicated syringe sets with Supplier's syringe pump and dedicated syringe sets. The Pump Rebate is equal to **1%** of Member's Net Dollar Purchases (as defined below) during the Agreement Year. For Members that are installing or converting to Supplier's syringe pump and syringe pump sets as outlined above, this Pump Rebate will begin on the first day of the next month after the installation or conversion is completed. Member's CVF shall be prorated by Supplier accordingly to capture a partial Agreement Year if an Agreement Year is less than twelve months.

Payment of the Pump Rebate will be made in the form of a credit memo (that must be spent in the fiscal year in which the Rebate is earned or the next fiscal year), or electronic funds transfer if the Member prefers, which will be issued within 90 days following the end of each Agreement Year.

- c) VOLUME REBATE.** Member is eligible for the annual Volume Rebate provided that Member (i) is compliant with the material terms and conditions of the Member Agreement, including its CVF Requirements and Member Commitments in Attachment 2; (ii) commits to Price Tier 5, 4, 3 or 2 and (ii) meets or exceeds the Volume Thresholds outlined below in Table 1: Volume Thresholds and Volume Rebate Percentages within any Agreement Year. The applicable Volume Rebate Percentage shall be applied to Member's Net Dollar Purchases (as defined below) during the Agreement Year. For avoidance of doubt, Tier 1 Members are excluded from this Volume Rebate.

Table 1: Volume Thresholds and Volume Rebate Percentages

Volume Thresholds+ (Agreement Year Purchases)	Volume Rebate Percentage
Up to \$1,999,999.99*	1%
\$2,000,000* to \$4,999,999.99*	3%
\$5,000,000* to \$9,999,999.99*	5%
\$10,000,000* to \$19,999,999.99*	7%
\$20,000,000* to \$29,999,999.99*	10%
\$30,000,000* or more	15%

+Based on Member Net Dollar Purchases. Volume Thresholds shall be prorated by Supplier to capture a partial Agreement Year, if an Agreement Year is less than twelve months.

*Each of the Volume Thresholds listed in the Table above will be adjusted in accordance with pricing increases as provided in Section 2 above, in each Agreement Year.



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Payment of the Volume Rebate will be made in the form of a credit memo (that must be spent in the fiscal year in which the Rebate is earned or the next fiscal year), or electronic funds transfer if the Member prefers, which will be issued within 90 days following the end of each Agreement Year.

d) IMPACT STANDARDIZATION REBATE. Members who meet the requirements of Tiers 2 through 5 (excluding Tier 1) and all requirements of the Vizient IMPACT Standardization Program as set forth in Exhibit X, Special Conditions Terms of Supplier's Participation in IMPACT Standardization Program General Medical to IV Tubing and Solutions will also qualify for the IMPACT Standardization Rebate. Supplier shall pay the IMPACT Standardization Rebate in accordance with the terms of the Program.

e) RESIGN REBATE. Beginning on the Start Date and ending March 31, 2025 ("**Resign Rebate Period**"), Member is eligible for the Resign Rebate, provided that (i) Member executes and returns this Member Agreement to Supplier no later than December 6, 2024; (ii) Member is compliant with the material terms and conditions of the Member Agreement, including its CVF Requirements and Member Commitments in Attachment 2 throughout the Resign Rebate Period and (iii) this Member Agreement is in effect at the time Supplier makes this rebate calculation. The Resign Rebate is equal to **8%** of Member's Net Dollar Purchases (as defined below), not to exceed Members quarterly CVF Requirement in each Supplies Category of Supplies during the Resign Rebate Period. Member's CVF shall be prorated by Supplier accordingly to capture a partial Agreement Year if an Agreement Year is less than twelve months.

For example:

Member's CVF Requirements are:

Solutions/Fluids = \$400,000 (\$100,000 quarterly), Drug Delivery = \$200,000 (\$50,000 quarterly) and Nutrition = \$100,000 (\$25,000 quarterly).

Member's Net Dollar Purchases made in each Supplies Category during the Resign Rebate Period are:

Solution/Fluids = \$125,000, Drug Delivery = \$55,000 and Nutrition = \$25,000

Under these assumptions:

The Resign Rebate would be equal to $100,000 + 50,000 + 25,000 = 175,000 \times .08 = \$14,000$

Payment of the Resign Rebate will be made in the form of a credit memo (that must be spent in the fiscal year in which the Rebate is earned or the next fiscal year), or electronic funds transfer if the Member prefers, which will be issued within 90 days following the end of the Resign Rebate Period.

f) MEMBER'S NET DOLLAR PURCHASES. Member's "**Net Dollar Purchases**" shall be defined as purchases of Supplies by Member, net of returned Supplies, taxes, shipping charges, or other refunds or credits.

g) RIGHT TO OFFSET. Supplier reserves the right, and Member hereby expressly grants Supplier the right to offset from any amounts owed to Member by Supplier any amounts necessary to



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satisfy any past due obligation by Member or any underpayment found through a Member or Supplier audit to Supplier under this Member Agreement, including, without limitation, those amounts arising from any credits, rebates or other amounts. Such offset and application shall be limited to transactions under this Member Agreement only, at Supplier's sole discretion, and with subsequent written notice provided Member with sufficient detail to identify the Supplier payment obligation to which the offset was applied. Member understands and agrees that its disclosure obligations shall apply to all discounts, rebates and other reductions in price earned by Member, and that any offset against any such amounts shall not limit Member's reporting requirements to governmental and any third-party payors.

5. MEMBER FACILITIES. Member represents that Attachment 1, Facility List and Statement, attached hereto, is a true and complete statement of all facilities in the United States that are owned, managed or controlled by Member as of the Start Date of this Member Agreement, and in which Member uses Supplies (the "**Facilities**"). Member shall promptly notify Supplier of all changes to the Facility List in order to maintain the accuracy of Member's representation during the term of this Member Agreement. Additional Facilities located within the United States may be added or Facilities may be removed only upon (i) electronic request by Member to Supplier through the Vizient Contract Price Activation application, in accordance with IV0151, Section 18P, Contract Price Activation or (ii) written request by Member and mutually agreed upon amendment to this Member Agreement by the parties. The start date of pricing for new Facilities will be the date determined by Supplier. Facilities are only eligible for the pricing and terms offered under this Member Agreement during the time that they are owned, managed or controlled by the Member. For clarity, Purchases of Supplies by Facilities shall be applied to the Members Commitments, including the CVF, set forth in Attachment 2 consistent with the terms of this Member Agreement.

Member represents that it and each Facility shall maintain for the duration of this Member Agreement all required local, state and federal licenses applicable to the purchase and use of the Supplies. Supplies purchased hereunder shall be purchased for Member's "own use" within the meaning of the Nonprofit Institutions Act as interpreted by the U.S. Supreme Court in *Abbott Laboratories v. Portland Retail Druggist Association, Inc.*, 425 U.S. 1 (1976), and following cases. The Supplies purchased hereunder are not for barter, trade, or export to other purchasers of such Supplies. Member represents and warrants that the Supplies will not be used as part of lethal injections for capital punishment.

6. PAYMENT TERMS. Payment terms for Supplies are net 30 days from invoice date for payments made by check, cash or electronic funds transfer. A service charge of 1-1/2% per month (or the highest amount allowed by law, if lower) will be added to all undisputed amounts past due.

7. TERMS AND CONDITIONS. All purchases of Supplies by Member are subject to and shall be governed by IV0151, including Supplier's Terms and Conditions of Purchase for Supplies, and this Member Agreement. Any obligations of either Member or Supplier arising or accrued under any other agreement prior to the participation under this Member Agreement, and any provisions of such agreement that expressly survive expiration or termination shall survive such termination.



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8. DISCLOSURES. Member shall (a) comply with all applicable laws and regulations relating to the accounting and application of discounts related to the Member Agreement, including but not limited to all Federal and State laws and regulations regarding reimbursement and proper reporting of discounting and pricing, such as the requirements of the “discount safe harbor” located at 42 C.F.R. 1001.952 (h) (the “**Discount Safe Harbor**”); (b) properly report and appropriately reflect all prices paid under the Member Agreement net of all discounts (including rebates) as required by law or contract, including on all applicable Medicare, Medicaid and state agency cost reports; and (c) retain a copy of this Member Agreement and all other communications regarding the Member Agreement, together with the invoices for purchases or lease of Supplies and shall permit agents of the U.S. Department of Health and Human Services or any state agency access to such reports upon request.

9. ENTIRE AGREEMENT. This Member Agreement, together with IV0151 and the Exhibits to IV0151, shall constitute the entire agreement between Supplier and Member pertaining to the subject matter hereof. During the Term of IV0151, any amendment to IV0151 or any Exhibits thereto shall automatically apply to Member and this Member Agreement. This Member Agreement shall be governed 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 Member Agreement will be the Superior Court of California, County of San Bernardino, 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 Member Agreement is brought by any third party and filed in another venue, the parties hereto agree to use their reasonable commercial efforts to obtain a change of venue to the Superior Court of California, County of San Bernardino, San Bernardino District.

10. MISCELLANEOUS. This Member Agreement is not valid until approved and countersigned by the parties. Any waiver of any of the provisions of this Member Agreement will not constitute a waiver of any other provision, nor will it constitute a continuing waiver. No changes in this Member Agreement, including any conflicting or additional terms contained in any purchase order or other document submitted by Member, will be valid unless mutually agreed upon in writing by the parties. Both parties agree that a signed facsimile, or the electronic transmission of signature(s), in whole or in counterparts, is as valid as an original document, and is fully enforceable in accordance with its terms. The parties shall be entitled to sign and transmit an electronic signature of this Member 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 Member Agreement upon request.

11. INSURANCE. In addition to the terms of Section 14 of IV0151, Supplier shall require the carriers of required coverages to waive all rights of subrogation against Member.

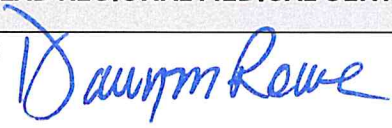
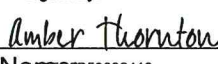
12. CONVERSION PAYMENT. If, at any time during the term of this Member Agreement, Member ceases purchasing or indicates to Supplier that it will cease purchasing, its Solutions/Fluids CVF Requirement from Supplier and, instead, purchases or indicates to Supplier that it will purchase its CVF Requirements of Solutions/Fluids from one or more other manufacturers, then, in addition to any Price Tier pricing change permitted pursuant to Section 3(b) of this Member Agreement, Supplier reserves the right to invoice Member a one-time shortfall amount (as liquidated damages, and not a penalty) equal to the sum of 20% of Member’s total CVF with Supplier under this Member Agreement




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during the current applicable Agreement Year. Member shall pay such shortfall payment within 30 days of receipt of an invoice from Supplier.

IN WITNESS WHEREOF, the undersigned duly authorized representatives of the parties have executed this Member Agreement on the date below.

SAN BERNARDINO COUNTY	BAXTER HEALTHCARE CORPORATION
ARROWHEAD REGIONAL MEDICAL CENTER	
Signature: 	Signature: 
Name: Dawn Rowe	Name: Amber Thornton
Title: Chair, Board of Supervisors	Title: Sr Analyst, Contract Management
Date: DEC 17 2024	Date: 12/06/2024
Email:	amber_thornton@baxter.com

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





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**San Bernardino County
Arrowhead Regional Medical Center
Colton, CA
Account #: 34227002**

**ATTACHMENT 1
Facility List and Statement
Facilities Owned, Managed or Controlled by Member**

Account #: _____
Facility Name: _____
Facility Address: _____
Facility City, State, Zip: _____
Vizient LIC #: _____

Member represents and warrants to Supplier that the Supplies purchased under this Member Agreement are for the exclusive use of the Facilities listed in this Attachment 1 and their patients only. Member further represents and warrants that it owns, manages or controls (due to ownership or management authority by virtue of an existing management agreement) all Facilities listed in this Attachment 1 and Member has the authority to bind, and hereby binds, each Facility to this Member Agreement.

Member Initials/Date:

DEC 17 2024



CNPTDE_4088

**San Bernardino County
Arrowhead Regional Medical Center
Colton, CA
Account #: 34227002**

**ATTACHMENT 2
Committed Volume Forecast
Member Commitments**

MEMBER COMMITMENTS		PRICE TIERS	MEMBER INITIALS/DATE														
Member is a Supplier Pump Customer^ and commits to all 5 Supplies Categories as follows: <table><tr><th>Supplies Category</th><th>Committed Volume Forecast*</th></tr><tr><td>Solutions/Fluids</td><td>\$554,270</td></tr><tr><td>Nutrition</td><td>\$158,726</td></tr><tr><td>Drug Delivery (Liquid Premix, Frozen Premix and MiniBag Plus)</td><td>\$341,318</td></tr><tr><td>IV Tubing Dedicated Sets+</td><td>\$525,661</td></tr><tr><td>IV Tubing Universal Sets</td><td>\$321,076</td></tr></table> <div>+Indicates Member is a Supplier Pump Customer^</div>		Supplies Category	Committed Volume Forecast*	Solutions/Fluids	\$554,270	Nutrition	\$158,726	Drug Delivery (Liquid Premix, Frozen Premix and MiniBag Plus)	\$341,318	IV Tubing Dedicated Sets+	\$525,661	IV Tubing Universal Sets	\$321,076	TIER 5	<div>OR</div> <div>DEC 17 2024</div>		
Supplies Category	Committed Volume Forecast*																
Solutions/Fluids	\$554,270																
Nutrition	\$158,726																
Drug Delivery (Liquid Premix, Frozen Premix and MiniBag Plus)	\$341,318																
IV Tubing Dedicated Sets+	\$525,661																
IV Tubing Universal Sets	\$321,076																
Member commits to Solutions/Fluids and 3 additional Supplies Categories as follows: <table><tr><th>Supplies Category</th><th>Committed Volume Forecast*</th></tr><tr><td>Solutions/Fluids</td><td></td></tr><tr><td colspan="2">AND 3 OF THE FOLLOWING SUPPLIES CATEGORIES</td></tr><tr><td>Nutrition</td><td></td></tr><tr><td>Drug Delivery (Liquid Premix, Frozen Premix and MiniBag Plus)</td><td></td></tr><tr><td>IV Tubing Dedicated Sets+</td><td></td></tr><tr><td>IV Tubing Universal Sets</td><td></td></tr></table> <div>+Indicates Member is a Supplier Pump Customer^</div>		Supplies Category	Committed Volume Forecast*	Solutions/Fluids		AND 3 OF THE FOLLOWING SUPPLIES CATEGORIES		Nutrition		Drug Delivery (Liquid Premix, Frozen Premix and MiniBag Plus)		IV Tubing Dedicated Sets+		IV Tubing Universal Sets		TIER 4	
Supplies Category	Committed Volume Forecast*																
Solutions/Fluids																	
AND 3 OF THE FOLLOWING SUPPLIES CATEGORIES																	
Nutrition																	
Drug Delivery (Liquid Premix, Frozen Premix and MiniBag Plus)																	
IV Tubing Dedicated Sets+																	
IV Tubing Universal Sets																	



CNPTDE_4088

Member commits Solutions/Fluids and 2 additional Supplies Categories as follows:		TIER 3															
<table><tr><th>Supplies Category</th><th>Committed Volume Forecast*</th></tr><tr><td>Solutions/Fluids</td><td></td></tr><tr><td colspan="2">AND 2 OF THE FOLLOWING SUPPLIES CATEGORIES</td></tr><tr><td>Nutrition</td><td></td></tr><tr><td>Drug Delivery (Liquid Premix, Frozen Premix and MiniBag Plus)</td><td></td></tr><tr><td>IV Tubing Dedicated Sets+</td><td></td></tr><tr><td>IV Tubing Universal Sets</td><td></td></tr></table>				Supplies Category	Committed Volume Forecast*	Solutions/Fluids		AND 2 OF THE FOLLOWING SUPPLIES CATEGORIES		Nutrition		Drug Delivery (Liquid Premix, Frozen Premix and MiniBag Plus)		IV Tubing Dedicated Sets+		IV Tubing Universal Sets	
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IV Tubing Dedicated Sets+																	
IV Tubing Universal Sets																	
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Member commits Solutions/Fluids and 1 additional Supplies Categories as follows:		TIER 2															
<table><tr><th>Supplies Category</th><th>Committed Volume Forecast*</th></tr><tr><td>Solutions/Fluids</td><td></td></tr><tr><td colspan="2">AND 1 OF THE FOLLOWING SUPPLIES CATEGORIES</td></tr><tr><td>Nutrition</td><td></td></tr><tr><td>Drug Delivery (Liquid Premix, Frozen Premix and MiniBag Plus)</td><td></td></tr><tr><td>IV Tubing Dedicated Sets+</td><td></td></tr><tr><td>IV Tubing Universal Sets</td><td></td></tr></table>				Supplies Category	Committed Volume Forecast*	Solutions/Fluids		AND 1 OF THE FOLLOWING SUPPLIES CATEGORIES		Nutrition		Drug Delivery (Liquid Premix, Frozen Premix and MiniBag Plus)		IV Tubing Dedicated Sets+		IV Tubing Universal Sets	
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IV Tubing Universal Sets																	
+Indicates Member is a Supplier Pump Customer^																	
Non-Committed		TIER 1															

^ A **"Supplier Pump Customer"** is a Member who has purchased or leased 90% or more of its large volume infusion pumps and has purchased at least 90% of its IV Tubing Dedicated Sets requirements from Supplier throughout the applicable Agreement Year.

*Subject to adjustment as set forth in Section 2 of this Member Agreement.