

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



Contract Number
21-790 A-3

SAP Number
4400019604

Arrowhead Regional Medical Center

Department Contract Representative	<u>Andrew Goldfrach</u>
Telephone Number	<u>(909) 580-6150</u>
Contractor	<u>Medline Industries, LP</u>
Contractor Representative	<u>Brittney Wirtz</u>
Telephone Number	<u>(909) 438-5175</u>
Contract Term	<u>October 26, 2021 through October 25, 2029</u>
Original Contract Amount	<u>\$240,000,000 (\$30,000,000 Annually)</u>
Amendment Amount	
Total Contract Amount	<u>\$240,000,000 (\$30,000,000 Annually)</u>
Cost Center	
Grant Number (if applicable)	<u>NA</u>

AMENDMENT #3

Briefly describe the general nature of the contract: Amendment No. 3 to Agreement No. 21-790 with Medline Industries, LP to convert to only latex-free surgical gloves and receive a rebate and best pricing upon meeting a minimum purchase commitment as part of the medical/surgical supply distribution services, with no changes to the annual contract amount of \$30,000,000 and contract term of October 26, 2021 through October 25, 2029.

FOR COUNTY USE ONLY

Approved as to Legal Form

▶ Bonnie Uphold
Bonnie Uphold, Supervising Deputy County Counsel

Date 1/6/2026

Reviewed for Contract Compliance

▶ _____

Date _____

Reviewed/Approved by Department

▶ Andrew Goldfrach
Andrew Goldfrach, ARMC Chief Executive Officer

Date 1/6/2026

**MEDLINE INDUSTRIES, LP
AND
SAN BERNARDINO COUNTY**

**AMENDMENT #3
TO MEDICAL/SURGICAL SUPPLY DISTRIBUTION and
JUST-IN-TIME (JIT) INVENTORY MANAGEMENT
CONTRACT**

This Third Amendment (the "Amendment") to the Medical/Surgical Supply Distribution and Just-In-Time (JIT) Inventory Management contract is between Medline Industries, LP, ("Contractor", "Medline" or "Supplier") and San Bernardino County ("County" or "Provider"), is effective as of the date fully executed (the "Amendment Effective Date").

Whereas, Medline and County are parties to the contract for Medical/Surgical Supplier Distribution and Just-In-Time inventory management with an effective date of October 26, 2021 ("Contract"); any general term or condition included in the Contract, but which is not discussed in this Amendment, shall be incorporated into this Amendment; and

Whereas, Medline and County now desire to enter into this Amendment in order to modify the terms of the Contract;

Now therefore, in consideration of the mutual promises set forth in this Amendment, the parties hereby agree to amend the Contract as follows:

1. Definitions.

Net Sales: the aggregate price for Amendment Products sold, adjusted for all returns, quick pay discounts, GPO administrative fees, third party contracting service fees, and all other discounts, fees, credits and offsets that reduce price.

Amendment Products: as used herein means the products identified on Schedule A and any other products that may be added to Schedule A of this Amendment.

2. Term. The Amendment shall commence on the Amendment Effective Date and shall expire two years thereafter, unless earlier terminated by the parties pursuant to the terms of this Amendment (the "Initial Term").
3. Purchase Commitment. County agrees to purchase at least eighty percent (80.00%) of historical volume (192K pairs) of surgical gloves in consideration of the prices set forth herein. All orders are subject to acceptance by Medline.
4. Price. The purchase price for Amendment Products shall be fixed for the Initial Term based on the prices listed in Schedule A.
5. Product Rebate. Beginning on the Amendment Effective Date and for the first six (6) months of this Amendment, Medline will pay County a one-time ten percent (10.00%) rebate on County's Net Sales of all Amendment Product purchases of the Amendment Products listed in Schedule A, attached hereto. This rebate shall be based on the Net Sales growth from December 1, 2025 through May 31, 2025. In order for County to qualify for the rebate, County agrees to purchase at least eighty percent (80.00%) of its Amendment Product requirements listed in Schedule A.
6. Rebate Terms. Medline reserves the right to pay a rebate via credit to County's account. Net rebates greater than \$1,000 per payment will be paid in the form of a credit or direct payment. Net rebates less than \$1,000 per payment will be paid in the form of a credit only to County's account.

Medline will pay rebates through this Amendment and all standard GPO fees of which County is a member. Should the GPO offer programs requiring additional administrative fees for standardization or compliance, Medline will count the sales of those specific Product categories toward the overall sales volume goals. For those categories of Amendment Products hereunder for which Medline is a contracted vendor with County's designated GPO, and for which Medline pays any fee or rebate in addition to the basic administration fee (e.g. GPO "standardization" fees, renewal fees), Medline shall not pay rebates on such spending.

7. Payment Terms. Payment terms are as set forth in the Contract.
8. Termination. In the event of a material breach of this Amendment, the non-breaching party shall notify the breaching party in writing, of the specific nature of the breach and shall request that it be cured. If the breaching party does not cure the breach within thirty (30) days of such notice, the non-breaching party may immediately terminate this Agreement on written notice to the breaching party, and such termination shall not preclude the non-breaching party from pursuing any and all remedies available to it at law or at equity. Upon reasonable ground for insecurity, Medline shall have the right to (a) demand assurances of due performance (e.g., timely and full payment), and (b) immediately discontinue shipments and/or hold orders until such assurances are received and/or sufficient security arrangements and/or payments are agreed to between the Parties.
9. Compliance with the Discount Safe Harbor. COUNTY and/or its facilities will report any discounts or rebates earned and paid under this Amendment on its/their institutional cost report(s), or otherwise disclose the amount of the discount or rebate to the appropriate federally funded program, in compliance with the discount safe harbor provisions of the Anti-Kickback Statute and its implementing regulations. 42 CFR § 1001.952(h). All discounts and rebates will be provided based on purchases of products within a single fiscal year of COUNTY, and the terms of the discounts and rebates are fixed as set forth in this Amendment. Medline will provide COUNTY with notice on invoices of COUNTY's obligation to fully and accurately report the amount of any earned discounts or rebates in compliance with the safe harbor provisions and to provide information concerning the discounts and rebates to the Secretary of the United States Department of Health and Human Services or any applicable state Medicaid agency, if requested. Medline will also disclose the amounts of the discounts and rebates in writing to COUNTY at the time of purchase on the invoice or at such time as the discounts or rebates are ascertainable, and upon COUNTY's request.
10. Miscellaneous. Except as otherwise provided herein, this Amendment is the complete Amendment between the parties hereto, relating to the Amendment Products, to the exclusion of any prior, contemporaneous or subsequent writing, document, statement or representation, and without limiting the scope of the foregoing, terms of any other document or Amendment between the parties (e.g., standard terms and conditions, purchase order, pre-existing supply Amendment or GPO Addendum) shall not modify or supersede the terms and conditions herein relating to the Amendment Products. This Amendment may be executed in one or more counterparts, each of which together will constitute one and the same instrument. This Amendment is binding on and inures to the benefit of each party's successors and permitted assigns.
11. Levine Act - Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439). To the best of Contractor's knowledge, Contractor has disclosed to the County using Attachment C – Levine Act - Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439), whether it has made any campaign contributions of more than \$500 to any member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within the earlier of: (1) the date of the submission of Contractor's proposal to the County, or (2) 12 months before the date this Contract was approved by the Board of Supervisors. Contractor acknowledges that under Government Code section 84308, Contractor is prohibited from making campaign contributions of more than \$500 to any member of the Board of Supervisors or other County elected officer for 12 months after the County's consideration of the Contract. In the event of a further proposed amendment to this Contract, the Contractor will provide the County a written statement disclosing any campaign contribution(s) of more than \$500 to any member of the Board of Supervisors or other County elected officer within the preceding 12 months

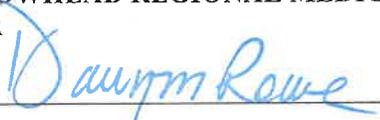
of the date of the proposed amendment. Campaign contributions include those made by any agent/person/entity on behalf of the Contractor or by a parent, subsidiary or otherwise related business entity of Contractor.

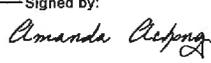
- 12. Full Force and Effect. The Contract, as amended by this Amendment, remains in full force and effect.
- 13. Capitalized Terms. Any capitalized term used but not defined in this Amendment shall have the meaning given to it in the Contract or the Amendment, as applicable.
- 14. The parties shall be entitled to sign and transmit an electronic signature of this Amendment (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 Amendment upon request.

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

SAN BERNARDINO COUNTY ON BEHALF OF ARROWHEAD REGIONAL MEDICAL CENTER

MEDLINE INDUSTRIES, LP

By: 

Signed by: 
By: 889D704FBE6E448

Name: Dawn Rowe

Name: Amanda Achong

Title: Chair, Board of Supervisors

Title: Vice President, Sales Contracting

Date: JAN 13 2026

Date: 1/8/2026



SCHEDULE A

AMENDMENT #3 PRODUCTS & PRICE LIST

SKU	Description	Historical Volume (Pairs)	Price/PR	Price/BX	Price/CS
MSG1055	SensiCare PI w/ Aloe, Latex-Free (Polyisoprene), PF	225	\$ 1.40	\$ 70.00	\$ 280.00
MSG1060	SensiCare PI w/ Aloe, Latex-Free (Polyisoprene), PF	2,546	\$ 1.40	\$ 70.00	\$ 280.00
MSG1065	SensiCare PI w/ Aloe, Latex-Free (Polyisoprene), PF	3,687	\$ 1.40	\$ 70.00	\$ 280.00
MSG1070	SensiCare PI w/ Aloe, Latex-Free (Polyisoprene), PF	4,032	\$ 1.40	\$ 70.00	\$ 280.00
MSG1075	SensiCare PI w/ Aloe, Latex-Free (Polyisoprene), PF	7,357	\$ 1.40	\$ 70.00	\$ 280.00
MSG1080	SensiCare PI w/ Aloe, Latex-Free (Polyisoprene), PF	7,418	\$ 1.40	\$ 70.00	\$ 280.00
MSG1085	SensiCare PI w/ Aloe, Latex-Free (Polyisoprene), PF	736	\$ 1.40	\$ 70.00	\$ 280.00
MSG6360	SensiCare Neoprene, Latex-Free (Neoprene), PF	302	\$ 1.15	\$ 57.50	\$ 230.00
MSG6365	SensiCare Neoprene, Latex-Free (Neoprene), PF	1,352	\$ 1.15	\$ 57.50	\$ 230.00
MSG6370	SensiCare Neoprene, Latex-Free (Neoprene), PF	2,102	\$ 1.15	\$ 57.50	\$ 230.00
MSG6375	SensiCare Neoprene, Latex-Free (Neoprene), PF	2,052	\$ 1.15	\$ 57.50	\$ 230.00
MSG6380	SensiCare Neoprene, Latex-Free (Neoprene), PF	754	\$ 1.15	\$ 57.50	\$ 230.00
MSG6385	SensiCare Neoprene, Latex-Free (Neoprene), PF	500	\$ 1.15	\$ 57.50	\$ 230.00
MSG9055	SensiCare PI, Latex-Free (Polyisoprene), PF	200	\$ 1.30	\$ 65.00	\$ 260.00
MSG9060	SensiCare PI, Latex-Free (Polyisoprene), PF	11,553	\$ 1.30	\$ 65.00	\$ 260.00
MSG9065	SensiCare PI, Latex-Free (Polyisoprene), PF	21,008	\$ 1.30	\$ 65.00	\$ 260.00
MSG9070	SensiCare PI, Latex-Free (Polyisoprene), PF	16,128	\$ 1.30	\$ 65.00	\$ 260.00
MSG9075	SensiCare PI, Latex-Free (Polyisoprene), PF	11,845	\$ 1.30	\$ 65.00	\$ 260.00
MSG9080	SensiCare PI, Latex-Free (Polyisoprene), PF	6,310	\$ 1.30	\$ 65.00	\$ 260.00
MSG9085	SensiCare PI, Latex-Free (Polyisoprene), PF	5,715	\$ 1.30	\$ 65.00	\$ 260.00
MSG9090	SensiCare PI, Latex-Free (Polyisoprene), PF	124	\$ 1.30	\$ 65.00	\$ 260.00
MSG9260	SensiCare PI Green, Latex-Free (Polyisoprene), PF	5,150	\$ 1.29	\$ 64.50	\$ 258.00
MSG9265	SensiCare PI Green, Latex-Free (Polyisoprene), PF	11,636	\$ 1.29	\$ 64.50	\$ 258.00
MSG9270	SensiCare PI Green, Latex-Free (Polyisoprene), PF	11,992	\$ 1.29	\$ 64.50	\$ 258.00
MSG9275	SensiCare PI Green, Latex-Free (Polyisoprene), PF	9,884	\$ 1.29	\$ 64.50	\$ 258.00
MSG9280	SensiCare PI Green, Latex-Free (Polyisoprene), PF	6,249	\$ 1.29	\$ 64.50	\$ 258.00
MSG9285	SensiCare PI Green, Latex-Free (Polyisoprene), PF	1,016	\$ 1.29	\$ 64.50	\$ 258.00
MSG9290	SensiCare PI Green, Latex-Free (Polyisoprene), PF	208	\$ 1.29	\$ 64.50	\$ 258.00
MSG9460	SensiCare PI Ortho, Latex-Free (Polyisoprene), PF	1,015	\$ 1.55	\$ 77.50	\$ 310.00
MSG9465	SensiCare PI Ortho, Latex-Free (Polyisoprene), PF	632	\$ 1.55	\$ 77.50	\$ 310.00
MSG9470	SensiCare PI Ortho, Latex-Free (Polyisoprene), PF	1,562	\$ 1.55	\$ 77.50	\$ 310.00
MSG9475	SensiCare PI Ortho, Latex-Free (Polyisoprene), PF	2,726	\$ 1.55	\$ 77.50	\$ 310.00
MSG9480	SensiCare PI Ortho, Latex-Free (Polyisoprene), PF	992	\$ 1.55	\$ 77.50	\$ 310.00
MSG9485	SensiCare PI Ortho, Latex-Free (Polyisoprene), PF	740	\$ 1.55	\$ 77.50	\$ 310.00
MSG9490	SensiCare PI Ortho, Latex-Free (Polyisoprene), PF	320	\$ 1.55	\$ 77.50	\$ 310.00
MSG9655	SensiCare PI Micro, Latex-Free (Polyisoprene), PF	1,150	\$ 1.30	\$ 65.00	\$ 260.00

MSG9660	SensiCare PI Micro, Latex-Free (Polyisoprene), PF	8,395	\$ 1.30	\$ 65.00	\$ 260.00
MSG9665	SensiCare PI Micro, Latex-Free (Polyisoprene), PF	8,049	\$ 1.30	\$ 65.00	\$ 260.00
MSG9670	SensiCare PI Micro, Latex-Free (Polyisoprene), PF	7,094	\$ 1.30	\$ 65.00	\$ 260.00
MSG9675	SensiCare PI Micro, Latex-Free (Polyisoprene), PF	4,632	\$ 1.30	\$ 65.00	\$ 260.00
MSG9680	SensiCare PI Micro, Latex-Free (Polyisoprene), PF	2,610	\$ 1.30	\$ 65.00	\$ 260.00
MSG9685	SensiCare PI Micro, Latex-Free (Polyisoprene), PF	520	\$ 1.30	\$ 65.00	\$ 260.00
	Total Historical Volume	192,518			



ATTACHMENT C

Levine Act –

Campaign Contribution Disclosure

(formerly referred to as Senate Bill 1439)

The following is a list of items that are not covered by the Levine Act. A Campaign Contribution Disclosure Form will not be required for the following:

- Contracts that are competitively bid and awarded as required by law or County policy
- Contracts with labor unions regarding employee salaries and benefits
- Personal employment contracts
- Contracts under \$50,000
- Contracts where no party receives financial compensation
- Contracts between two or more public agencies
- The review or renewal of development agreements unless there is a material modification or amendment to the agreement
- The review or renewal of competitively bid contracts unless there is a material modification or amendment to the agreement that is worth more than 10% of the value of the contract or \$50,000, whichever is less
- Any modification or amendment to a matter listed above, except for competitively bid contracts.

DEFINITIONS

Actively supporting or opposing the matter: (a) Communicate directly with a member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] for the purpose of influencing the decision on the matter; or (b) testifies or makes an oral statement before the County in a proceeding on the matter for the purpose of influencing the County's decision on the matter; or (c) communicates with County employees, for the purpose of influencing the County's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the Board or County employees for purposes of influencing the County's decision in a matter.

Agent: A third-party individual or firm who, for compensation, is representing a party or a participant in the matter submitted to the Board of Supervisors. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

Otherwise related entity: An otherwise related entity is any for-profit organization/company which does not have a parent-subsidiary relationship but meets one of the following criteria:

- (1) One business entity has a controlling ownership interest in the other business entity;
- (2) there is shared management and control between the entities; or
- (3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), "shared management and control" can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

Parent-Subsidiary Relationship: A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

Contractors must respond to the questions on the following page. If a question does not apply respond N/A or Not Applicable.

1. Name of Contractor: Medline Industries, LP

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	Relationship
Medline, Inc. (Parent); subsidiaries not involved in performance	Parent; have made contributions, to Medline's knowledge

6. Name of agent(s) of Contractor:

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

N/A	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	N/A	N/A

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	N/A

9. Was a campaign contribution, of more than \$500, made to any member of the San Bernardino County Board of Supervisors or other County elected officer involved with this Contract within the prior 12 months, by any of the individuals or entities listed in Question Nos. 1-8?

No

Yes If **yes**, please provide the contribution information in Question 11.

10. Has an agent of Contractor made a campaign contribution of any amount to any member of the San Bernardino County Board of Supervisors or other elected officer involved with this Contract while award of this Contract is being considered?

No If no, please skip question 11.

Yes If **yes**, please provide the contribution information in Question 11.

11. Name of Board of Supervisor Member or other County elected officer: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Please add an additional sheet(s) to identify additional Board Members or other County elected officers to whom anyone listed made campaign contributions.

By signing the Contract, Contractor certifies that the statements made herein are true and correct. Contractor acknowledges that agents are prohibited from making any campaign contributions, regardless of amount, to any member of the Board of Supervisors or other County elected officer involved with this Contract, while award of this Contract is being considered and for 12 months after a final decision by the County. Contractor understands that the other individuals and entities (excluding agents) listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$500 to any member of the Board of Supervisors or other County elected officer involved with this Contract, while award of this Contract is being considered and for 12 months after a final decision by the County.