



Medline Industries, LP
3 Lakes Drive, Northfield, IL 60093

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

**ADDENDUM #2
TO MEDICAL/SURGICAL SUPPLY DISTRIBUTION and
JUST-IN-TIME (JIT) INVENTORY MANAGEMENT CONTRACT**

This Addendum #2 to the Medical/Surgical Supply Distribution and Just-In-Time (JIT) Inventory Management contract (the “Addendum”) is between Medline Industries, LP, an Illinois limited partnership (“Contractor”, “Medline” or “Supplier”) and San Bernardino County (“County” or “Provider”), Account No. 1522285, (individually as a “Party” and collectively as “Parties”).

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”); and

WHEREAS, County desires to purchase from Medline, and Medline desires to sell to County, certain medical-surgical, durable medical, textile, wound care and other medical supply products for acute care, long-term care and other healthcare institutions as set forth in Schedule A.

NOW THEREFORE, the Parties agree to amend the Contract as follows, the below is incorporated as Schedule 1, Supply Agreement with Discount/Value Add Patient Alarm Pads:

- 1) **Minimum Purchase Commitment**. County agrees to purchase its requirements of the disposable product (the “Purchased Goods”) as set forth in the attached Value Add Minimum Purchase Commitment Schedule (“Minimum Purchase Commitment”) from Medline during the Term of this Addendum. Medline has agreed to provide the reusable products (the “Value Add Products”) to the County at no additional cost, as set forth in Schedule A, provided the corresponding Minimum Purchase Commitment has been satisfied.

County’s fulfillment of the Minimum Purchase Commitment of the disposable products and timely payment thereof will satisfy payment for the corresponding Value Add Products in accordance with the terms of this Addendum.

In the event County fails to (a) satisfy the Schedule A Minimum Purchase Commitment, (b) terminates the Addendum before the expiration of the term, or (c) installs or uses any non-Medline brand Purchased goods with the Alarms, then County shall, within thirty (30) days of Medline’s invoice, pay Medline the purchase price of any non-compliant Alarms provided under this Addendum at the prices set forth in Table 2 below. For the duration of the Term of this Addendum, County shall not install or use any non-Medline disposable products in any of the Value Add Products provided by Medline.

In the event of any dispute between the Parties as to a potential discrepancy between the actual Purchased Goods purchased and the corresponding Minimum Purchase Commitment, Medline shipping records and order numbers are determinative in establishing the number of Value Add Products in County’s possession and corresponding Purchased Goods purchased.

- 2) **General Terms and Conditions**. This Addendum is subject to the General Terms and Conditions as set forth in Schedule B, attached hereto and by reference incorporated herein.
- 3) **Participating Facilities and/or Total Equipment List**. When agreed to in advance by the Parties, the County facility or facilities currently receiving Value Add Products and services under this Addendum will be set forth as Schedule C, Participating Facilities attached hereto. During the Term of this Addendum, additional facilities may be added upon prior written agreement between the Parties.
- 4) **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



Medline Industries, LP
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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.

- 5) **Full Force and Effect.** The Contract, as amended by this Addendum, remains in full force and effect.
- 6) **Capitalized Terms.** Any capitalized term used but not defined in this Addendum shall have the meaning given to it in the Contract or the Addendum, as applicable.
- 7) **Counterparts.** This Addendum may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Addendum. The parties shall be entitled to sign and transmit an electronic signature of this Addendum (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 Addendum upon request.

ACKNOWLEDGMENTS: By completing and signing below, County acknowledges and agrees that any Value Add Products provided by Medline hereunder constitute a discount. If County is required to submit a cost report under a federal or state health care program, County shall fully and accurately disclose the discount in its cost reports. Upon request by the Secretary of the Department of Health and Human Services or a State agency, County shall provide requested information regarding this discount. This notice is being provided to enable the Parties to satisfy the discount safe harbor to the Anti-Kickback Statute, 42 C.F.R. § 1001.952(h).

SAN BERNARDINO COUNTY

By: _____

Name: Dawn Rowe

Title: Chair, Board of Supervisors

Date: _____

MEDLINE INDUSTRIES, LP

Signed by:

Amanda Achong

By: 889D704FBE6E448...

Name: Amanda Achong

Title: Vice President, Sales Contracting

Date: 1/8/2026



Medline Industries, LP
3 Lakes Drive, Northfield, IL 60093

SCHEDULE A

Fall Management Alarms Value Add Minimum Purchase Commitment

1. Minimum Purchase Commitment.

Table 1. Purchased Goods - Disposable Products

| Item Number | Item Description | Unit of Measure | Monthly Minimum Purchase Commitment (per UOM) | Price Per UOM |
|-------------|--------------------------------------|-----------------|---|---------------|
| MDT85130B1 | 30 DAY BED SENSOR PAD MDT85 ALARMS | 1 Each/Case | 173 Each | \$16.07 |
| MDT85130C1 | 30 DAY CHAIR SENSOR PAD MDT85 ALARMS | 1 Each/Case | 123 Each | \$12.05 |
| MDT85115B6 | 14 DAY BED SENSOR PAD | 6 Each/Case | 4 Case | \$79.00 |

Table 2. Value Add Products - Reusable Products

| Item Number | Item Description | Quantity Provided (per UOM) | List Price per Unit | Total List Price Per Unit |
|-------------|-------------------------------------|-----------------------------|---------------------|---------------------------|
| MDT8520T L | PATIENT ALARM, DUAL PORT | 100 Ea | \$172.07 | \$17,207 |
| PSY8276 | BRACKET, FOR SITTER II BED ALARM 2" | 100 Ea | \$5.65 | \$565 |

2. Term. This Addendum is effective upon execution and is coterminous with the Contract, expiring on October 25, 2029.



Medline Industries, LP
3 Lakes Drive, Northfield, IL 60093

SCHEDULE B

General Terms and Conditions

1. Use of Value Add Products. County will use the Value Add Product(s) in a good and careful manner and will comply with all of the manufacturer's requirements and recommendations respecting the Value Add Product(s) and with any applicable law, whether local, state or federal respecting the use of the Value Add Product(s). County will use the Value Add Product(s) for the purpose for which they were designed for and not for any other purpose, and will not alter or modify, or permit any third party to alter or modify, the Value Add Product(s) without Medline's prior written consent. County shall use the Purchased Goods only in conjunction with the Value Add Product(s).

2. Ownership, Right to Lease and Quiet Enjoyment. Value Add Product(s) are the property of Medline and will remain the property of Medline until conclusion of this Addendum. County will not encumber the Value Add Product(s) or allow the Value Add Product(s) to be encumbered or pledge the Value Add Product(s) as a security in any manner during the term of this Addendum.

Notwithstanding the foregoing, in the event County purchases a Value Add Product by paying Medline the corresponding purchase price set forth in **Schedule A**, the purchased Value Add Product shall become County's sole and exclusive property.

3. Warranties. THE VALUE ADD PRODUCTS SHALL BE SUBJECT TO THE MANUFACTURER'S WARRANTY. MEDLINE MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY NON-MEDLINE BRAND VALUE ADD PRODUCTS PROVIDED TO COUNTY HEREUNDER INCLUDING, BUT NOT LIMITED TO, THE MERCHANTABILITY, FITNESS, SUITABILITY OR DURABILITY OF THE VALUE ADD PRODUCTS FOR THE PURPOSE OR USES OF COUNTY, OR THAT THE VALUE ADD PRODUCTS ARE FREE FROM DEFECTS. MEDLINE SHALL HAVE NO LIABILITY FOR AND COUNTY SHALL HAVE RECOURSE SOLELY AGAINST VALUE ADD PRODUCT MANUFACTURER FOR ANY CLAIM, LOSS OR DAMAGE SUFFERED BY COUNTY RELATING TO THE VALUE ADD PRODUCTS OR OPERATION THEREOF.

4. Loss and Damage. County is responsible for any loss, theft and/or damage to all Value Add Products. For any Value Add Product that is lost, stolen, damaged, destroyed, or for which County cannot provide to Medline tracking information upon reasonable request, County shall pay to Medline the corresponding purchase price of the Value Add Product, as set forth in **Schedule A**.



Medline Industries, LP
3 Lakes Drive, Northfield, IL 60093

SCHEDULE C
Participating Facilities

| Account # | Facility Name | Address | City | State | Zip |
|-----------|-----------------------------------|--------------|--------|-------|-------|
| 1522285 | Arrowhead Regional Medical Center | 400 N Pepper | Colton | CA | 92324 |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |



Medline Industries, LP
3 Lakes Drive, Northfield, IL 60093



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-subsidary 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



Medline Industries, LP
3 Lakes Drive, Northfield, IL 60093

- (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 |
| | | |



Medline Industries, LP
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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: _____



Medline Industries, LP
3 Lakes Drive, Northfield, IL 60093

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.