

### COMMITMENT AND REBATE PROGRAM

**Offer Date: August 19, 2025**

This **COMMITMENT AND REBATE PROGRAM** (the “**Program**”) is by and between Becton, Dickinson and Company, on behalf of itself and its related legal entities, located at 1 Becton Drive, Franklin Lakes, NJ 07417 (“**BD**”) and County of Contra Costa for the Contra Costa Regional Medical Center, located at 2500 Alhambra Ave., Martinez, CA 94553-3156 (the “**Customer**”), on behalf of its qualifying facilities included in Exhibit D (together with Customer, the “**Qualifying Facilities**”). BD and Customer are each a “**Party**” and, collectively, the “**Parties**” to this Program.

- 1. Term.** The term of this Program is effective upon the first calendar day of the month following the last date of signature of this Program (“**Effective Date**”) and will expire 60 months thereafter unless terminated earlier pursuant to Section 9 of Exhibit A (the “**Commitment Terms**”).
- 2. Commitment Program Details.** Customer, as further described in Exhibit D and BD agree to the commitment details as described in Exhibit A (the “**Commitment Terms**”), hereto. Product pricing, if applicable, shall be according to Commitment terms specified in Exhibit A. Notwithstanding anything to the contrary herein, the Product pricing set forth herein shall not be fixed and may be increased (in part or in whole) by BD annually during the Term of the Agreement, with such increase (a) to be governed per the terms of Customer’s GPO Agreement in place at such time, or (b) if the Customer is not a member of a GPO, not to exceed, in the aggregate, five percent (5%).
- 3. Rebate Program Details.** Provided Customer is compliant with this Program, BD will provide rebates described in Exhibit B to Customer for the purchase of Products as further described in Exhibit A.
- 4. Purchase of Products.** All purchases of Products by Customer shall be governed by purchase terms outside of this Program. If Customer has purchased product as a member of a group purchasing organization or an integrated delivery network that has an in effect agreement with BD that covers the supply of the Product (a “**GPO/IDN Program**”), or through an authorized distributor, the terms and conditions of such GPO/IDN or distribution agreement shall control.
- 5.** The Parties acknowledge and agree that this Program will supersede and replace the Pricing & Commitment Agreement effective May 11, 2022 (the “**Previous Agreement**”) and that the Previous Agreement is no longer in effect as of the Effective Date of this Program.
- 6. Execution of Counterparts.** This document may be executed in one or more counterparts and delivered by electronic mail, each with original signatures visible, and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same agreement.

**Each person signing this Program represents that he/she intends to and has the authority to bind his/her Party to this Program. The Customer signature below is on behalf of the Qualifying Facilities.**

**This offer terminates if not signed by Customer and BD within 90 days of the Offer Date.**

**COUNTY OF CONTRA COSTA FOR THE  
CONTRA COSTA REGIONAL MEDICAL  
CENTER**

**BECTON, DICKINSON AND COMPANY**

Notice Address: \_\_\_\_\_

Notice Address: 1 Becton Drive, MC242

City/State/Zip: \_\_\_\_\_

City/State/Zip: Franklin Lakes, NJ 07417

Attention: \_\_\_\_\_

Attention: Contract Offer Development

Signature: \_\_\_\_\_

Signature:   
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Print Name: \_\_\_\_\_

Print Name: Matthew Geis

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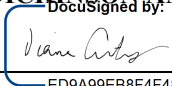
Title: \_\_\_\_\_

Title: Associate Director Contracts

Date: \_\_\_\_\_

Date: 19-Aug-2025

**BECTON, DICKINSON AND COMPANY**

DocuSigned by:  
Signature:  \_\_\_\_\_  
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Print Name: Diana L Curtis

Title: Contracts Consultant, Infusion Consumables

Date: 19-Aug-2025

**COMMITMENT AND REBATE PROGRAM**

**EXHIBIT A**

**Commitment Terms**

**1. Product Categories; GPO Agreements; Price Tiers:**

<b>Product Category</b>	<b>GPO</b>	<b>Current GPO Contract #</b>	<b>GPO Contract Name</b>	<b>Price Tier/Price</b>
Dedicated Infusion Disposable Sets (pump sets)	Vizient	IV0153	IV Pumps, Tubing & Solutions	Vizient Tier 3
Non-Dedicated Infusion Disposable Sets (gravity, extension, connectors, secondary, and accessories)	Vizient	IV0153	IV Pumps, Tubing & Solutions	Vizient Tier 3

- a) In the event Customer’s current GPO Agreement terminates and the GPO enters into a new GPO Agreement with BD (“**New GPO Agreement**”), Customer may: (i) continue with this Program subject to the Volume Commitment Amount and pricing as per the GPO Agreement, subject to any applicable price increase, or (ii) negotiate new Product pricing as set forth in the New GPO Agreement and execute a new pricing program provided the Utilization Commitment does not decrease. In the event the GPO does not enter into a new Agreement, BD may extend local pricing to Customer through the expiration of this Agreement.
- b) In the event Customer ceases to be a member of the GPO referenced in this Exhibit A or Customer provides notice to BD of a change in primary GPO, BD shall confirm pricing in writing and within 60 days of Customer’s change in primary GPO, align the pricing in this Program to the Product pricing set forth in the agreement between BD and Customer’s new GPO under the pricing tier for which Customer qualifies. All other terms of this Program will continue in full force and effect. In the event Customer ceases to be a member of the GPO referenced in this Exhibit A, and Customer is not a member of a new GPO, BD shall offer new pricing.
- c) In the event Customer ceases to be a member of the GPO referenced in this Exhibit A, and Customer is not a member of a new GPO, then this Agreement will continue, and BD shall align Product pricing to non-GPO pricing.
- d) Notwithstanding this Section, any changes to Customer’s Volume Commitment Amount or Utilization Commitment shall be made through written agreement or through a written amendment executed by both Parties.

2. **Compliance Requirements.** For each Annual Period, the Qualifying Facilities, in the aggregate, shall purchase from BD, its affiliates or Authorized Distributors, at least (a) the percentage of their Total Requirements of products within each Product Category stated in the table below (the “**Utilization Commitment**”) and (b) the total dollar amount spend for each Product Category stated in the table below (the “**Volume Commitment Amount**”). “**Total Requirements**” means, with respect to each Product Category, the total means, with respect to each Product Category, the total dollar amount spent on all such Products in such Product Category by the Qualifying Facilities during each Annual Period. “**Annual Period**” means each 12-month period during the Term as of the Effective Date (it being understood that if the final Annual Period is less than 12 months, the Purchase Commitment will be prorated for such partial Annual Period).

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**Utilization Commitment and Volume Commitment Amount:**

Product Category	Utilization Commitment	Volume Commitment Amount	Percent of Competing Product That May Be Purchased ONLY from A Full Line Supplier	Percent of Competing Product That May Be Purchased from a Full Line Supplier AND A Non-Full Line Supplier
Non-Dedicated Infusion Disposable Sets (gravity, extension, connectors, secondary, and accessories)	N/A	\$55,000	N/A	N/A

3. **Compliance Review Process.** BD reserves the right to determine via audit of Customer and Qualifying Facilities whether Qualifying Facilities are in compliance with the Purchase Commitment hereunder. In connection with such audit, Customer will provide all relevant information regarding the Qualifying Facilities’ aggregate and individual total purchases of Products during each Annual Period. If any review by BD during the Term reveals that Qualifying Facilities are not in compliance with the Purchase Commitment, BD may issue a notice of non-compliance to Customer (the “**Non-Compliance Notice**”). If BD issues a Non-Compliance Notice to Customer and the purchases of Products purchased directly from BD or an authorized distributor of BD do not reach the Purchase Commitment, in the aggregate, on a cumulative annualized basis, within 30 days of receipt of the Non-Compliance Notice, BD, upon notice to Customer may (i) prospectively adjust the pricing of all Products to Qualifying Facilities for the remainder of the Term to the applicable GPO Program Tier level pricing for the amount of Products the Qualifying Facilities, in the aggregate, on an annualized basis, are then purchasing via purchase of such Products from BD or an authorized distributor of BD and/or (ii) work with Customer and the applicable Qualifying Facility to implement an appropriate compliance plan.
4. **Carveout.** Purchases of Competing Products from a non-full line supplier will not be counted in calculating compliance with the Purchase Commitment and the Volume Commitment Amount will be equitably adjusted to reflect purchases of Competing Products from non-full line suppliers; provided, however, if the Qualifying Facilities purchase (i) more than the percentage of Competing Products from full line suppliers per Product Category as outlined in the table in Section 2 of Exhibit A and/or (ii) more than percentage of Competing Products from full line suppliers and non-full line suppliers as outlined in the table in Section 2 of Exhibit A, then, notwithstanding anything to the contrary contained herein, BD may pursue the remedies set forth in Section 8. Upon request by BD during the Term, each Qualifying Facility shall certify to BD (a) the percentage of its Total Requirements during the period requested by BD, represented by purchases of Competing Products from (i) a non-full line suppliers and (ii) a full-line suppliers and (b) its aggregate annual purchases of Competing Products (in units and dollars) from a non-full line suppliers and a full-line suppliers. As used in this Section 4: (x) “full line supplier” means a third party that does or could commercially reasonably market or offer for sale, directly or through a third party, a substantially full complement of Competing Products; (y) “non-full line supplier” means a third party that does not or could not commercially reasonably market or offer for sale, directly or through a third party, a substantially full complement of Competing Products; and (z) “**Competing Product**” means any product that is functionally similar to the Products of BD.
5. **Certification; Audit Right.** Upon request by BD during the Term, each Qualifying Facility shall certify to BD (a) the percentage of its Total Requirements during the period requested by BD, represented by purchases of Competing Products from (i) a non-full line supplier or its/their authorized distributors and (ii) a full-line supplier or its/their authorized distributors and (b) its aggregate annual purchases of Competing Products (in units and dollars) from a non-full line supplier or its/their authorized distributors and a full-line supplier or its/their authorized distributors.
6. **Innovative Technology Carve-out.** If, after the Effective Date during the Term, Innovative Technology becomes commercially available to the entire market in the United States from any supplier and BD cannot offer Innovative Technology at comparable prices, then the Qualifying Facilities may contract with other suppliers for Innovative Technology and such purchases will not be counted in calculating compliance with the Purchase Commitment. “**Innovative Technology**” means a product that, as compared to existing Products and as demonstrated in independent, peer-reviewed publication(s): (a) offers

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significant technological advancements; (b) will significantly improve clinical outcomes or patient care; or (c) will significantly streamline work processes.

7. **Qualifying Facilities.** Qualifying Facilities may only be added or removed from this Program upon written agreement or through a written amendment executed by both Parties. If Qualifying Facilities are added, deleted or divested after the Effective Date, BD reserves the right to review and modify the Purchase Commitment(s) accordingly. Any Qualifying Facility that ends its affiliation with Customer for any reason, including, without limitation, as a result of termination of its agreement with Customer, shall not as of the effective date of such cessation, be entitled benefit from the additional value under this Program. Customer shall promptly notify BD in writing of such cessation. If a Product is discontinued or divested, the commitment / baseline numbers will be adjusted accordingly.

8. **Purchase Commitment Compliance.**

a) If the Qualifying Facilities do not meet the Purchase Commitment for any Annual Period, BD reserves the right to prospectively adjust the Qualifying Facilities' prices of Products covered by this Program to Customer's qualified pricing.

b) In addition, if (a) the Qualifying Facilities do not meet the Purchase Commitment for any Annual Period or (b) Customer terminates this Program pursuant to Section 9, BD reserves the right to require Customer to:

i. purchase within 30 calendar days a quantity of Products necessary to satisfy the Volume Commitment Amount for each Product Category for the current Annual Period in which the Qualifying Facilities have failed to meet the Purchase Commitment; or

ii. pay BD within 30 calendar days an amount equivalent to fifty percent (50%) of the difference between the annual Volume Commitment Amount for each Product Category in which Customer has not met the Volume Commitment Amount and the amount Customer actually purchased in that Product Category for the current Annual Period; and for each remaining Annual Period, pay BD within 30 calendar days an amount equivalent to fifty percent (50%) of the Volume Commitment Amount for each Product Category in which Customer has not met or will not meet the Purchase Commitment.

c) For avoidance of doubt, in the event Customer does not meet the Purchase Commitment during an Annual Period, for less than all Product Categories covered by this Program, this Program will survive with respect to those Product Categories in which Customer has achieved the Purchase Commitment.

d) In the event Customer has not met the Volume Commitment Amount in any Annual Period, but has met the Utilization Commitment, provided Customer submits information reasonably necessary to verify Customer's fulfillment of the Utilization Commitment, including Customer's total purchases for all Competing Products in each relevant Product Category during the applicable Annual Period, BD may not pursue the rights set forth in Section 8(b).

e) To the extent a Product(s) supply shortage or discontinuation by BD of a Product without replacement impacts Customer's ability to achieve the Purchase Commitment, BD will not pursue the rights set forth in Section 8(b) and will hold Customer harmless on any resulting shortfall remedies for the applicable Annual Period

9. **Termination.**

a) Termination without Cause. Subject to Section 8, either Party may terminate without cause on 90 days' notice.

b) Termination for Cause. Either Party may terminate this Program upon written notice if the other Party: (a) fails to comply with any material term or condition of this Program and fails to cure such non-compliance within 30 calendar days (or within 10 calendar days for any past due payment) after receipt of written notice providing reasonable details of such non-compliance; (b) terminates or suspends substantially all its business activities; or (c) becomes subject to any bankruptcy or insolvency proceeding

10. **Governing Law.** This Program is and will be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of laws rules.

11. **Subcontract and Assignment.** No party may assign this Program and any of its rights and obligations hereunder without the prior written consent of the other party, which consent will not be unreasonably withheld. This Program will be binding on, inure to the benefit of, and be enforceable by and against the respective successors and permitted assigns of each party.

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**12. Independent Contractor Status.** The parties are independent contractors and neither party is nor will be an agency, distributor or representative of the other. Neither party may act or represent itself directly or by implication as an agency of the other or in any manner assume or create any obligation on behalf of (or in the name of) the other. Neither party has authorization to enter into any contracts, assume any obligations, or make any warranties or representations on behalf of the other party. Nothing in this Program may be construed to establish a partnership or joint venture relationship between the parties.

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**EXHIBIT B**

**Rebate Program**

*(reserved)*

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### Exhibit C

#### Products and Pricing

*(reserved)*



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**EXHIBIT D**

**Qualifying Facilities**

<b>ACCOUNT NAME</b>	<b>ADDRESS</b>	<b>CITY</b>	<b>STATE</b>	<b>ZIP</b>
CONTRA COSTA REGIONAL MEDICAL CENTER	2500 ALHAMBRA AVE	MARTINEZ	CA	94553-3156
WEST COUNTY HEALTH CENTER	13601 SAN PABLO AVE	SAN PABLO	CA	94806
PITTSBURG HEALTH CENTER	2311 LOVERIDGE RD	PITTSBURG	CA	94565-5117