Baxter

ACUTE VIZIENT MEMBER AGREEMENT

August 28, 2025

Contra Costa Regional Medical Center
2500 Alhambra Avenue
Martinez, CA 94553-3156
Account #: 34144646
Vizient LIC#: JBDY

Hereinafter referred to as "**Member**"

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

Hereinafter referred to as "**Supplier**"

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. The proposed arrangement contemplated under this Member Agreement will be available for Member's consideration through October 31, 2025. In the event that this Member Agreement is not executed by Member on or before October 31, 2025, Supplier reserves the right to modify any of the terms and conditions of this Member Agreement.

a) 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, 2027** (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 2 additional two-year periods, (each a "**Member Renewal Term**") unless (i) Member delivers written notice, in accordance with Exhibit C-2 or Exhibit C-3 Notification Letters, of termination to Supplier at least 180 days prior to the end of the then-current End Date or Member Renewal Term or (ii) Supplier delivers written notice of termination of the Member Agreement to Member at least 180 days prior to the end of the then-current End Date or Member Renewal Term. 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.

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.

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. 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.

Continued on following page.

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.*

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) **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.

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.*

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) **ADDITIONAL REBATE**. Beginning on the Start Date and ending December 31, 2025 ("**Additional Rebate Period**"), Member is eligible for this Additional Rebate, provided that (i) Member is compliant with its initial Solutions/Fluids CVF Requirement in Attachment 2; and (ii) this Member Agreement is in effect at the time Supplier makes this rebate calculation. Notwithstanding the provisions of Section 3(b) of this Member Agreement, if Member's CVF Requirement for Solutions/Fluids is adjusted in accordance with Section 3(b) of this Member Agreement, Member shall not be eligible for this Additional Rebate. This Additional Rebate is equal to 4% of Member's Net Dollar Purchases (as defined below) of Solutions/Fluids Supplies only paid throughout the Additional 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.

Payment of this Additional 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 Additional 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 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. In the event of any inconsistency, conflict or ambiguity as to the rights and obligations of the parties under this Member Agreement, Vizient Supplier Agreement IV0151, and the Supplier's Terms and Conditions of Purchase for Supplies, the terms of this Member Agreement shall control and supersede any such inconsistency, conflict or ambiguity, except that nothing in this Member Agreement shall constitute a limitation on or reduction of any of Supplier's obligations, or be deemed a waiver of any representations, warranties, indemnities, or other rights, protections, or remedies contained in Vizient Supplier Agreement IV0151.

8. TERMINATION OF IV0151; CEASE TO BE A MEMBER.

a) **TERMINATION OF IV0151.**

i. In the event IV0151 terminates and Vizient and Supplier enter into a new GPO agreement ("**New GPO Agreement**"), then Member may either (i) continue under the terms of this Member Agreement subject to the terms and conditions herein and benefit from the pricing as per IV0151 or (ii) sign a new member agreement with the same level of commitment under the New GPO Agreement that would cancel and replace this Member Agreement; provided that the New GPO Agreement with Supplier covers all or substantially all of the Products covered under this Member Agreement and the term of the New GPO Agreement will not expire prior to the end of the term of this Member Agreement.

ii. In the event the IV0151 terminates or expires, and Supplier is not awarded a New GPO Agreement, this Member Agreement will automatically convert to a direct agreement between Supplier and Member. Upon such conversion, all terms and conditions of this Member Agreement shall remain in full force and effect, with the exception of (i) Section 4 Member Rebates or any other rebate provisions; (ii) Supplier's obligation to pay any Administrative Fees to Vizient, (iii) all subsequent purchases of Supplies shall be governed by Supplier's Terms and Conditions of Purchase, which are posted on Supplier's website at: http://www.baxter.com/partners-suppliers/ecommerce/terms-of-sale.page, in which Supplier reserves the right at any time to amend Terms and Conditions for Products. Supplier acknowledges and agrees that any term shall not be unreasonably amended and (iv) each January 1st for the remainder of the term of this Member Agreement, Supplier shall be entitled to adjust the committed prices of Supplies, and such adjustment will be in an Aggregate amount, net of any individual annual increases or decreases on a Product-code-by-Product-code basis, as determined by Supplier in its sole discretion, equal to the greater of (i) the percentage increase in the U.S. Bureau of Labor Statistics, Producer Price Index by Industry: Total Manufacturing Industries (PCUOMFGOMFG), which shall be tracked at https://fred.stlouisfed.org/series/PCUOMFGOMFG over the August 1st through July 31st period immediately preceding the end of the applicable Agreement Year or (ii) 3%. For non-committed prices, Supplier may increase non-committed prices at any time and in any amount as determined by Supplier in its sole discretion. As used in this Section, "**Aggregate**" shall mean measured across all Supplies purchased by Member from Supplier and Authorized Distributor under this Member Agreement.

b) **CEASE TO BE A MEMBER.** In the event Member ceases to be a member as defined in IV0151, this Member Agreement will automatically convert to a direct agreement between Supplier and Member. Upon such conversion, all terms and conditions of this Member Agreement shall remain in full force and effect, with the exception of (i) Section 4 Member Rebates or any other rebate provisions; (ii) Supplier's obligation to pay any Administrative Fees to Vizient, (iii) all subsequent purchases of Supplies shall be governed by Supplier's Terms and Conditions of Purchase, which are posted on Supplier's website at: http://www.baxter.com/partners-suppliers/ecommerce/terms-of-sale.page, in which Supplier reserves the right at any time to amend Terms and Conditions for Products. Supplier acknowledges and agrees that any term shall not be unreasonably amended and (iv) each January 1st for the remainder of the term of this Member Agreement, Supplier shall be entitled to adjust the committed prices of Supplies, and such adjustment will be in an Aggregate amount, net of any individual annual increases or decreases on a Product code-by-Product-code basis, as determined by Supplier in its sole discretion, equal to the greater of (i) the percentage increase in the U.S. Bureau of Labor Statistics, Producer Price Index by Industry: Total Manufacturing Industries (PCUOMFGOMFG), which shall be tracked at https://fred.stlouisfed.org/series/PCUOMFGOMFG over the August 1st through July 31st period immediately preceding the end of the applicable Agreement Year or (ii) 3%. For non-committed prices, Supplier may increase non-committed prices at any time and in any amount as determined by Supplier in its sole discretion. As used in this Section, "**Aggregate**" shall mean measured across all Supplies purchased by Member from Supplier and Authorized Distributor under this Member Agreement.

9. 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.

10. 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.

11. 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.

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 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.

CONTRA COSTA COUNTY ON BEHALF OF THE CONTRA COST REGIONAL MEDICAL CENTER

BY: _____

NAME: _____

TITLE: _____

DATE: _____

EMAIL: _____

BAXTER HEALTHCARE CORPORATION

BY: _____

NAME: _____

TITLE: _____

DATE: _____

BAXTER HEALTHCARE CORPORATION

BY: _____

NAME: _____

TITLE: _____

DATE: _____

Contra Costa Regional Medical Center
Martinez, CA
#: 34144646

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

ACCOUNT #	FACILITY NAME	FACILITY ADDRESS	CITY, STATE, ZIP	VIZIENT LIC #
34144647	Contra Costa Regional Medical Center	2500 Alhambra Avenue, Attn: Pharmacy	Martinez, CA 94553-3156	DV01

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: _____

Contra Costa Regional Medical Center
Martinez, CA
#: 34144646

ATTACHMENT 2
Committed Volume Forecast
Member Commitments

<table>
<tr><th>MEMBER COMMITMENTS</th><th>PRICE TIERS</th><th>MEMBER INITIALS/DATE</th></tr>
<tr><td>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></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>+Indicates Member is a Supplier Pump Customer^</td><td>TIER 5</td><td></td></tr>
<tr><td>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"><u>AND</u> 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>+Indicates Member is a Supplier Pump Customer^</td><td>TIER 4</td><td></td></tr>
<tr><td>Member commits to Solutions/Fluids and 2 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"><u>AND</u> 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>+Indicates Member is a Supplier Pump Customer^</td><td>TIER 3</td><td></td></tr>
</table>

<table>
<tr><td>Member commits to Solutions/Fluids and 1 additional Supplies Categories as follows:

<table>
<tr><th>Supplies Category</th><th>Committed Volume Forecast*</th></tr>
<tr><td>Solutions/Fluids</td><td>$272,867</td></tr>
<tr><td colspan="2"><u>AND</u> 1 OF THE FOLLOWING SUPPLIES CATEGORIES</td></tr>
<tr><td>Nutrition</td><td>$0</td></tr>
<tr><td>Drug Delivery (Liquid Premix, Frozen Premix and MiniBag Plus)</td><td>$77,609</td></tr>
<tr><td>IV Tubing Dedicated Sets+</td><td>$0</td></tr>
<tr><td>IV Tubing Universal Sets</td><td>$0</td></tr>
</table>
+Indicates Member is a Supplier Pump Customer^</td><td>TIER 2</td><td></td></tr>
<tr><td>Non-Committed</td><td colspan="2">TIER 1</td></tr>
</table>

^ 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.