

**EXHIBIT F**  
**LETTER OF COMMITMENT FORM**

Letter of Commitment (“LOC”) (updated May 1, 2021)

**to Access Committed Tier Pricing for the Product Supplier Agreement for Gynecological Hysteroscopic Tissue Removal Products between Vizient Supply, LLC (“Vizient”) and Covidien Sales LLC (“Supplier”) effective as of August 1, 2018 (the “Agreement”)**

**Vizient Contract Number:** MS5720

**Product Category:** Gynecological Hysteroscopic Tissue Removal Products (“Products”)

**LOC and Pricing Effective Date:** 8/1/2018 - 6/30/2025

**Member Information:** Contra Costa Regional Medical Center (“Member” or “Member Group”)

2500 Alhambra Ave

Martinez, CA 94553

1. This LOC is subject to the terms and conditions of the Agreement. All capitalized terms not otherwise defined in this LOC have the meanings given to them in the Agreement. This LOC expires upon the expiration or earlier termination of the Agreement.
2. Commitment is on behalf of Member, and does not apply to any third party, non-Member facility, or non-Member affiliated entity.
3. Member hereby designates Vizient, Inc. as its GPO for purchases under the Agreement.
4. Tier Designation. The following Tiers are available under the Agreement. By selecting a Committed Tier, Member or Member Group commits to purchase Products at the applicable Committed Tier as described in the Agreement.
  - ☐ Tier 1: Access Tier (no purchase commitment required)
  - ☐ Tier 2: Pricing shall be available to all acute Members that purchase a minimum of sixty percent (60%) of their annual product purchase usage of Products from Supplier under this Agreement during each Contract Year.
  - ☒ Tier 3: Pricing shall be available to all acute Members that purchase a minimum of eighty-five percent (85%) of their annual product purchase usage of Products from Supplier under this Agreement during each Contract Year.
  - ☐ Tier 4: (UNPUBLISHED) Pricing shall be available to all Members that purchase a minimum of \$1,500,000.00 in Net Sales of Products (not including any mark-ups or service fees charged by Authorized Distributors) from Supplier during each Contract Year.
  - ☐ Tier 5: (AMBULATORY SURGERY CENTER TIER) Pricing shall be available to all ASC Members that purchase a minimum of eighty-five percent (85%) of their annual product purchase usage of Products from Supplier under this Agreement during each Contract Year.

For purposes of this Letter of Commitment, “requirements” is defined as the Member’s normal and customary usage requirements of Products covered by the Agreement, “product purchase(s)” includes any new or reprocessed products from third party vendors.

COVIDIEN GYNCOLOGICAL HYSTEROSCOPIC TISSUE REMOVAL PRODUCTS  
MS5720

5. Limitation of Liability. EXCEPT FOR THE OBLIGATIONS OF SUPPLIER SET FORTH IN SECTION 16 OF THE AGREEMENT WITH RESPECT TO THIRD PARTY CLAIMS, NEITHER SUPPLIER NOR MEMBER WILL BE LIABLE FOR LOSS OF PROFITS OR INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, OR OTHER SIMILAR DAMAGES THAT ARE NOT DIRECT DAMAGES ARISING OUT OF ANY BREACH OF THE AGREEMENT OR THE OBLIGATIONS THEREUNDER, PROVIDED THAT THIS DISCLAIMER SHALL NOT APPLY IN CASES OF BREACH OF THE AGREEMENT MADE INTENTIONALLY IN BAD FAITH OR IN RECKLESS DISREGARD FOR THE PROVISIONS OF THE AGREEMENT.

6. Pricing. Exhibits A and/or A.1 of the Agreement sets forth the Product pricing.

7. Compliance. Periodically, Supplier may review the purchases by Member to determine compliance with the requirements set forth with respect to the applicable tier. If at the time of any such review, Member is not in compliance with such requirements set for such tier, Supplier shall have the right to adjust Member to the appropriate tier, upon at least sixty (60) days' prior notice.

By executing this LOC, Member agrees to the requirements listed above and to the additional terms outlined in the Agreement.

**FOR THE PARTICIPATING FACILITY (Member)**

---

*Name (Print)*

*Title*

---

*Signature*

*Date*

Submitted By:	Fikria Fikrat	Phone	
Member ID		No.:	925-708-7715
No.:	42049	Date:	2/27/2025
For Questions, please contact Excelerate Contract Administration at (800) 842-5146. Problems? Contact us at <a href="mailto:CustomerService@exceleratehealthcare.com">CustomerService@exceleratehealthcare.com</a>			

This document is applicable to all Members purchasing under the Agreement, including, without limitation, Members of Vizient, Inc. and Provista, Inc.