

File No. 260446

Committee Item No. 12

Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Committee Date May 27, 2026

Board of Supervisors Meeting Date _____

Cmte Board

- | | | |
|-------------------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | Motion |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Resolution |
| <input type="checkbox"/> | <input type="checkbox"/> | Ordinance |
| <input type="checkbox"/> | <input type="checkbox"/> | Legislative Digest |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Budget and Legislative Analyst Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Youth Commission Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Introduction Form |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Department/Agency Cover Letter and/or Report |
| <input type="checkbox"/> | <input type="checkbox"/> | MOU |
| <input type="checkbox"/> | <input type="checkbox"/> | Grant Information Form |
| <input type="checkbox"/> | <input type="checkbox"/> | Grant Budget |
| <input type="checkbox"/> | <input type="checkbox"/> | Subcontract Budget |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Contract/Agreement |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Form 126 – Ethics Commission |
| <input type="checkbox"/> | <input type="checkbox"/> | Notice of Award/Award Letter |
| <input type="checkbox"/> | <input type="checkbox"/> | Application |
| <input type="checkbox"/> | <input type="checkbox"/> | Public Correspondence |

OTHER (Use back side if additional space is needed)

- | | | |
|-------------------------------------|--------------------------|--|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>Original Agreement 4/5/2021</u> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>Amendment No. 1 7/29/2021</u> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>Amendment No. 2 7/29/2021</u> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>PSC No. 43503-2021 5/17/2021</u> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>Board Resolution No. 295-21 6/15/2021</u> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>DPH Presentation 5/27/2026</u> |
| <input type="checkbox"/> | <input type="checkbox"/> | _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | _____ |

Completed by: Brent Jalipa Date May 21, 2026

Completed by: Brent Jalipa Date _____

1 [Agreement Amendment - Medline Industries, Inc. - Low Unit of Measure (LUM) Distribution of
2 Medical, Surgical, and Laboratory Supplies - Not to Exceed \$301,562,341]

3 **Resolution approving Amendment No. 3 to the agreement between the City and County**
4 **of San Francisco, acting by and through, the Department of Public Health (DPH), and**
5 **Medline Industries, Inc., for Low Unit of Measure (LUM) distribution of medical,**
6 **surgical, and laboratory supplies, to extend the term by four years from June 30, 2026,**
7 **for a total term of July 1, 2021, through June 30, 2030; to increase the amount by**
8 **\$156,250,791 for a new total not to exceed amount of \$301,562,341; to update the**
9 **Medline Master Distribution Agreement; and to authorize DPH to enter into**
10 **amendments or modifications to the agreement that do not materially increase the**
11 **obligations or liabilities to the City and are necessary to effectuate the purposes of the**
12 **agreement or this Resolution.**

13
14 WHEREAS, The Department is authorized under Administrative Code, Section 21A.2,
15 to procure certain goods and services through a Group Purchasing Organization, and Medline
16 Industries, Inc. was selected through that process; and

17 WHEREAS, The contract is consistent with the Civil Service Commission’s approval
18 obtained on May 17, 2021, under PSC No. 43503-20/21; and

19 WHEREAS, On April 5, 2021, Department of Public Health (DPH) and Medline
20 Industries, Inc. entered into an agreement for Low Unit of Measure (LUM) distribution of
21 medical, surgical, and laboratory supplies (“Original Agreement”); and

22 WHEREAS, The Original Agreement has a term of July 1, 2021, through June 30,
23 2026, and a not to exceed amount of \$145,311,550; and

24 WHEREAS, DPH amended the Original Agreement on July 29, 2021, to update the
25 supply agreement and to update the calculation of charges (the “First Amendment”); and

1 WHEREAS, DPH amended the First Amendment on December 1, 2023, to insert True
2 Price program requirements and processes and to insert Purge Certification form (the
3 “Second Amendment”); and

4 WHEREAS, DPH wishes to amend the agreement by extending the term to June 30,
5 2030, and increasing the maximum expenditure by \$156,250,791 to \$301,562,341, and
6 updating the Medline Master Distribution Agreement (the “Third Amendment”); and

7 WHEREAS, The Third Amendment is consistent with the Civil Service Commission’s
8 approval obtained on May 17, 2021, under PSC No. 43503-20/21; and

9 WHEREAS, Charter, Section 9.118(b), requires Board of Supervisors approval by
10 Resolution of any contract which, when entered into, extends over 10 years, and of any
11 contract which, when entered into, costs the City \$10,000,000 or more; and

12 WHEREAS, The proposed amendment contained in File No. 260446, is substantially in
13 final form, with all material terms and conditions included, and only remains to be executed by
14 the parties upon approval of this Resolution; now, therefore, be it

15 RESOLVED, That the Board of Supervisors hereby approves the amendment in
16 substantially the form contained in File No. 260446; and, be it

17 FURTHER RESOLVED, That the Board of Supervisors authorizes DPH to make any
18 modifications to the amendment, prior to its final execution by all parties, that DPH
19 determines, in consultation with the City Attorney, are consistent with this Resolution, in the
20 best interest of the City, do not materially increase the obligations or liabilities of the City, are
21 necessary or advisable to effectuate the purposes of the amendment, and are in compliance
22 with all applicable laws, including the City’s Charter; and, be it

23 FURTHER RESOLVED, That within 30 days of the amendment being fully executed by
24 all parties, DPH shall submit to the Clerk of the Board of Supervisors a completely executed
25 copy for inclusion in File No. 260446; this requirement and obligation resides with the

1 Department, and is for purposes of having a complete file only, and in no manner affects the
2 validity of approved amendment.

3

4

5

6

7 RECOMMENDED

8 /s/Jenny Louie for

9 Daniel Tsai

10 Director of Health

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

<p>Items 11 & 12 Files 26-0446 & 26-0447</p>	<p>Department: Department of Public Health</p>
<p>EXECUTIVE SUMMARY</p>	
<p style="text-align: center;">Legislative Objectives</p> <ul style="list-style-type: none"> The proposed resolutions would approve amendments to two existing contracts between the Department of Public Health (DPH) and Medline Industries, Inc. for medical, surgical, and laboratory supplies distribution and required associated services to extend the terms by four years through June 2030. The proposed fourth amendment to the contract for bulk purchases would increase the not to exceed amount by \$70,835,221, for a total amount not to exceed \$165,038,293 (File 26-0447). The proposed third amendment to the contract for low unit of measure purchases would increase the not to exceed amount by \$156,250,791, for a total amount not to exceed \$301,562,341 (File 26-0446). <p style="text-align: center;">Key Points</p> <ul style="list-style-type: none"> Medline Industries provides supplies to San Francisco General Hospital, Laguna Honda Hospital, and various neighborhood clinics under an agreement for bulk purchases (which are purchases made in whole units of measures, such as a case or box) and an agreement for low unit of measure purchases (which are purchases made by the “each”). DPH pays the cost of the products plus a mark-up based on the product category. The contracts include incentives for using Medline brand products, such as lower mark-ups and rebates. The product prices reflect discounts negotiated by Vizient, a Group Purchasing Organization. In 2025, Medline exceeded all performance objectives for the contracts, including measures related to filling all orders, delivering products on-time, and pricing accuracy. <p style="text-align: center;">Fiscal Impact</p> <ul style="list-style-type: none"> The Third Amendment to the low unit of measure contract increases the total contract not to-exceed amount by \$156,250,791 to \$301,562,340. The Fourth Amendment to the bulk purchase contract increases the total contract not to exceed amount to by \$70,835,221 to \$165,038,293. Both agreements include \$5.0 million for emergency surge capacity and a 12 percent contingency. The contracts are funded by the General Fund. In FY 2026-27, the projected spending is approximately \$13.4 million for bulk purchases and \$29.8 million for low unit of measure purchases, for a total of \$43.2 million. <p style="text-align: center;">Recommendation</p> <ul style="list-style-type: none"> Approve the proposed resolutions. 	

MANDATE STATEMENT

City Charter Section 9.118(b) states that any contract entered into by a department, board or commission that (1) has a term of more than ten years, (2) requires expenditures of \$10 million or more, or (3) requires a modification of more than \$500,000 is subject to Board of Supervisors approval

BACKGROUND

Administrative Code Section 21A.2 authorizes the Department of Public Health (DPH) to procure certain goods and services at discounted rates through a Group Purchasing Organization (GPO). Since 1997, DPH has been a member of the GPO Vizient, which serves 97 percent of academic medical centers and 67 percent of acute care health systems in the United States. Based on a competitive solicitation process conducted by Vizient, DPH selected Medline Industries, Inc. to provide medical, surgical, and laboratory supplies.

In July 2021, the Board of Supervisors approved two five-year agreements with Medline Industries for medical supplies for San Francisco General Hospital, Laguna Honda Hospital, and various neighborhood clinics, including an agreement for bulk purchases and an agreement for low unit of measure purchases (Files 21-0413 and 21-0414). Bulk purchases are defined as purchases made in whole unit of measures, such as a case or box. Bulk orders are predominantly for the central supplies of the hospitals and allow for the decreased risk of shortages and quick replenishment when demand can fluctuate. Low unit of measure purchases are purchases made by the “each.” These purchases allow for cost avoidance and the sustained and continual replenishment of stock.

Low-Unit of Measure Agreement & Amendments

The Board of Supervisors approved an agreement between DPH and Medline Industries, Inc. for low unit of measure (LUM) distribution of medical, surgical, and laboratory supplies, with an effective date of April 5, 2021, for an amount not to exceed \$145,311,550, commencing on July 1, 2021 and expiring on June 30, 2026. The agreement included an option to extend for four years through June 2030 and a holdover provision that allows the agreement to remain in effect for one year following expiration of the agreement while the City negotiates a new contract.

The First Amendment, effective July 29, 2021, updated the supply agreement and calculation of charges with no change to the term or contract amount. The Second Amendment, effective December 1, 2023, added True Price program requirements and a Purge Certification form. DPH and Medline now seek to further amend the agreement to extend the term by four years, through June 30, 2030; increase the not to exceed amount by \$156,250,791 to a total of \$301,562,341.

Bulk Purchase Agreement & Amendments

The Board of Supervisors approved an agreement between DPH and Medline Industries, Inc. for bulk medical, surgical, and laboratory supplies and services, with an effective date of April 5, 2021, for \$94,203,072, commencing on July 1, 2021, and expiring on June 30, 2026.

The First Amendment, effective July 29, 2021, updated the supply agreement and calculation of charges with no change to the term or contract amount. The Second Amendment, effective October 12, 2021, inserted an Emergency Use Authorization Acknowledgement and Order Form. Under the Third Amendment, with an effective date of November 17, 2023, added True Price program requirements and a Purge Certification form. DPH and Medline now seek to further amend the Agreement to extend the term by four years, through June 30, 2030; increase the not to exceed amount by \$70,835,221 from \$94,203,072 to \$165,038,293.

DETAILS OF PROPOSED LEGISLATION**File 26-0446**

The proposed resolution would approve the Third Amendment to the agreement between DPH and Medline Industries Inc., for Low Unit Measure (LUM) distribution of medical, surgical, and laboratory supplies, to extend the term by four years from June 30, 2026, for a total term of July 1, 2021, through June 30, 3030, and to increase the amount by \$156,250,791 for a new total not to exceed amount of \$301,562,341.

File 26-0447

The proposed resolution would approve the Fourth Amendment to the agreement between DPH and Medline Industries Inc., for bulk medical, surgical, and laboratory supplies and services, to extend the term by four years from June 30, 2026, for a total term of July 1, 2021, through June 30, 3030, and to increase the amount by \$70,835,221, for a new total not to exceed amount of \$165,038,293.

Options to Holdover through June 2031

The agreements include an option to extend the term of the agreements by one year through June 2031 to give the City time to execute new agreements, with the contracts in “holdover” status. According to the proposed contracts, the City must begin the process to replace the contracts one year prior to the end date in June 2030, and if the City does not replace the contract, the 12-month holdover period would apply. The contract budgets do not provide funding for a holdover year.

Products and Prices

Under the agreements, DPH will have access to Medline Industries GPO pricing for medical, surgical, and laboratory supplies such as bandages and wound care products, medical gloves, syringes, and safety apparel. DPH pays the cost of the products plus a mark-up based on the product category. The contracts include incentives for using Medline brand products, such as

lower mark-ups and rebates when purchasing a greater proportion of Medline brand products compared to non-Medline brand products.

Vendor Performance

Under both contracts, DPH is entitled to liquidated damages if product fill rates are below 99 percent in any month. DPH staff also monitor on-time delivery rates relative to a standard of 96 percent, picking accuracy relative to a standard of 99 percent, and price accuracy relative to a standard of 95 percent.

DPH reports that Medline has consistently met or exceeded performance expectations under the contracts. For calendar year 2025, the internal fill rate averaged 99.24 percent, increasing to 99.5 percent during the first four months of 2026, demonstrating highly reliable fulfillment of ordered items. On-time delivery performance was similarly strong, averaging 99.77 percent in 2025. While backorders do occur, DPH indicates that they are few in number and typically addressed through established alternative product options arranged in coordination with Medline. Weekly reviews between Materials Management and Medline support proactive backorder mitigation and communication to clinical teams. DPH also notes that off contract emergency purchasing has rarely been necessary, even during broader supply chain disruptions such as the 2024 IV solution shortage following Hurricane Helene. Additionally, Medline demonstrated strong picking accuracy and pricing accuracy, with a picking accuracy rate of 99.87 percent and pricing accuracy rate of 98.63 percent in 2025.

FISCAL IMPACT

The Third Amendment to the low unit of measure contract increases the total contract not to exceed amount by \$156,250,791 to \$301,562,340. The Fourth Amendment to the bulk purchase contract increases the total contract not to exceed amount to by \$70,835,221 to \$165,038,293. Both agreements include \$5,000,000 for emergency surge capacity and a 12 percent contingency. The contract budgets are shown in Exhibits 1 and 2 below.

Exhibit 1: Low Unit of Measure Contract Budget

Year	General Hospital	Laguna Honda	Central / Clinics	Total
FY 2021-22	\$15,620,000	\$4,785,000	\$27,500	\$20,432,500
FY 2022-23	17,182,000	5,263,500	30,250	22,475,750
FY 2023-24	18,900,200	5,789,850	33,275	24,723,325
FY 2024-25	20,790,220	6,368,835	36,603	27,195,658
FY 2025-26	22,869,242	7,005,719	40,263	29,915,224
FY 2026-27	24,635,733	4,672,780	470,983	29,779,496
FY 2027-28	27,555,807	5,228,058	529,081	33,312,946
FY 2028-29	30,311,387	5,750,864	581,989	36,644,240
FY 2029-30	33,342,526	6,325,951	640,188	40,308,665
Total	\$211,207,115	\$51,190,557	\$2,390,132	\$264,787,804
Emergency Surge				5,000,000
12% Contingency				31,774,537
Not to Exceed Amount				\$301,562,341

Source: Proposed Amended Agreement

Exhibit 2: Bulk Contract Budget

Year	General Hospital	Laguna Honda	Central / Clinics	Total
FY 2021-22	\$7,975,000	\$4,950,000	\$33,000	\$12,958,000
FY 2022-23	8,772,500	5,445,000	36,300	14,253,800
FY 2023-24	9,649,750	5,989,500	39,930	15,679,180
FY 2024-25	10,614,725	6,588,450	43,923	17,247,098
FY 2025-26	11,676,198	7,247,295	48,315	18,971,808
FY 2026-27	10,399,733	2,429,323	521,719	13,350,775
FY 2027-28	11,868,707	2,771,256	595,890	15,235,853
FY 2028-29	13,055,577	3,048,381	655,480	16,759,438
FY 2029-30	14,361,135	3,353,219	721,027	18,435,381
Total	\$98,373,324	\$41,822,424	\$2,695,584	\$142,891,333
Emergency Surge				5,000,000
12% Contingency				17,146,960
Not to Exceed Amount				\$165,038,293

Source: Proposed Amended Agreement

DPH is projecting that the low unit of measure contract budget will remain flat in FY 2026-27 followed by annual increases between 10 and 12 percent in the subsequent years. DPH is

projecting that the bulk contract budget will decline by 30 percent in FY 2026-27 followed by annual increases between 10 and 14 percent in subsequent years.

According to DPH, these changes reflect a shift from the original five-year budget, which was based on estimated spending, to a new budget that incorporates the actual spending trends from the past five years. The updated projections also align the budget with the appropriate ratio between LUM and bulk purchasing, anticipated inflation and cost increases, and identified savings opportunities introduced during the review of recent spending patterns.

The contracts are funded by the General Fund.

RECOMMENDATION

Approve the proposed resolutions.

**City and County of San Francisco
Department of Public Health**

Third Amendment

THIS **THIRD AMENDMENT** (“Amendment”) is made as of **June 30, 2026**, in San Francisco, California, by and between **Medline Industries, Inc.** (“Contractor”), and the City and County of San Francisco, a municipal corporation (“City”), acting by and through its Department of Public Health.

Recitals

WHEREAS, City and Contractor have entered into the Agreement for Low Unit of Measure (LUM) distribution of medical, surgical, and laboratory supplies, with an effective date of April 5, 2021, for \$145,311,550.00, commencing on July 1, 2021 and expiring on June 30, 2026; and

WHEREAS, City and Contractor modified the Agreement, under First Amendment, with an effective date of July 29, 2021, as follows:

1. Updated the supply agreement;
2. Updated the calculation charges; and

WHEREAS, City and Contractor modified the Agreement, under Second Amendment, with an effective date of December 1, 2023, as follows:

1. Inserted True Price program requirements and processes;
2. Inserted Purge Certification form; and

Whereas, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein, as follows:

1. Extend the term of the Agreement by four (4) years for a total contract duration of nine (9) years from July 1, 2021 to June 30, 2030;
2. Increase the Not-to-Exceed Amount by \$156,250,790.88 from \$145,311,550.00 to \$301,562,340.88;
3. Update the Medline Master Distribution Agreement; and

WHEREAS, Department of Public Health is authorized under San Francisco Administrative Code Section 21A.2 to procure certain goods and services through a Group Purchasing Organization, and Contractor was selected through that process; and

WHEREAS, there is no Local Business Entity (“LBE”) subcontracting participation requirement for this Agreement; and

WHEREAS, this Amendment is consistent with an approval obtained on May 17, 2021 from the Civil Service Commission under PSC number 43503-20/21 in the amount of \$10,000,000.00 for a period of nine years; and

WHEREAS, this Amendment is consistent with an approval obtained on _____ from the Board of Supervisors under Resolution Number _____ in the amount of _____ for the period commencing _____ and ending _____; and

Now, THEREFORE, the parties agree as follows:

Article 1 Preface

The following definitions shall apply to this Amendment:

1.1 **Agreement.** The term “Agreement” shall mean the Agreement dated July 1, 2021 between Contractor and City, as amended by the:

First Amendment, dated July 29, 2021, and

Second Amendment, dated December 1, 2023, and

1.2 **Other Terms.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

1.3 **San Francisco Labor and Employment Code.** As of January 4, 2024, San Francisco Administrative Code Chapters 21C (Miscellaneous Prevailing Wage Requirements), 12B (Nondiscrimination in Contracts), 12C (Nondiscrimination in Property Contracts), 12P (Minimum Compensation), 12Q (Health Care Accountability), and 12U (Sweatfree Contracting) are redesignated as Articles 102 (Miscellaneous Prevailing Wage Requirements), 131 (Nondiscrimination in Contracts), 132 (Nondiscrimination in Property Contracts), 111 (Minimum Compensation), 121 (Health Care Accountability), and 151 (Sweatfree Contracting) of the San Francisco Labor and Employment Code, respectively. Wherever this Agreement refers to San Francisco Administrative Code Chapters 21C, 12B, 12C, 12P, 12Q, and 12U, it shall be construed to mean San Francisco Labor and Employment Code Articles 102, 131, 132, 111, 121, and 151, respectively.

1.4 **Open For Business Legislative Changes.** In October 2025, San Francisco enacted legislation that reduced obligations City places on contactors. These changes went into effect January 1, 2026. Articles 141 and 142 were repealed, to the extent those conditions appear in this Agreement, they should be treated as nullified. The dollar value threshold for application for Administrative Code Chapters 12F, 12N, 12L, 12Y, and 101 and Labor and Employment Code Article 151 were increased. If the Agreement is valued at less than \$230,000, 12N, 12Y and 101 are not in effect. If the Agreement is valued at \$230,000 or less, 12F and 151 are not in effect. If the Agreement is valued at less than \$1,000,000, Chapter 12L is not in effect. Any clause in the Agreement concerning a condition referenced above that is not in effect shall be treated as nullified.

Article 2 Modifications of Scope to the Agreement

The Agreement is hereby modified as follows:

2.1 **Section 2.1 Term** of the Agreement currently reads as follows:

The term of this Agreement is for sixty (60) months and shall commence on July 1, 2021 (“Initial Term”), unless earlier terminated as otherwise provided herein. Both Parties understand and agree that within one year in advance of the expiration date, the City must commence its process to extend or replace this Agreement. In the event of that the Agreement is not extended by the exercise of an Option in Section 2.2, the Holder Extension of Section 2.2 will apply.

Such section is hereby amended in its entirety to read as follows:

The term of this Agreement shall commence on July 1, 2021 and expire on June 30, 2030, unless earlier terminated as otherwise provided herein.

2.2 **Section 2.2 Options** of the Agreement currently read as follows:

The City has an option to extend the contract term for four (4) additional years by modifying this Agreement as provided in Section 11.5, “Modification of this Agreement” and certifying any additional amount for such extension as provided in Section 3.4.

Such section is hereby amended in its entirety to read as follows:

The City has exercised all options to extend the term of this Agreement.

2.3 **3.4 Compensation.** Section 3.4.1 Payment of the Agreement currently reads as follows:

3.4.1 **Payment.** If applicable, Medline shall provide an invoice to the City on a

monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges. Payment shall be made within 30 calendar days of date of the invoice, unless the City notifies Medline that a dispute as to the invoice exists in accordance with Section 11.6.1. In no event shall the amount of this Agreement exceed **ONE HUNDRED FORTY-FIVE MILLION THREE HUNDRED ELEVEN THOUSAND FIVE HUNDRED FIFTY (\$145,311,550)**. The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. A portion of payment may be withheld until conclusion of the Agreement if agreed to by both parties as retainage, described in Appendix B. In no event shall City be liable for interest or late charges for any late payments.

Such section is hereby amended in its entirety to read as follows:

3.4.1 Payment. If applicable, Medline shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges. Payment shall be made within 30 calendar days of date of the invoice, unless the City notifies Medline that a dispute as to the invoice exists in accordance with Section 11.6.1. In no event shall the amount of this Agreement exceed **THREE HUNDRED ONE MILLION, FIVE HUNDRED SIXTY TWO THOUSAND, THREE HUNDRED FORTY DOLLARS, AND EIGHTY EIGHT CENTS (\$301,562,340.88)**. The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. A portion of payment may be withheld until conclusion of the Agreement if agreed to by both parties as retainage, described in Appendix B. In no event shall City be liable for interest or late charges for any late payments.

2.4 **Appendix B-1, Budget** is hereby replaced in its entirety by Appendix B-1 Budget, dated June 30, 2026.

2.5 **Appendix C, Amendment to Medline Master Distribution Agreement** is hereby added to this Amendment and fully incorporated within the Agreement.

2.6 **Exhibit A Medline Brand Product Price List** is hereby added to this Amendment and fully incorporated with the Agreement.

Article 3 Reserved
Article 4 Effective Date

Each of the modifications set forth in this Amendment shall be effective on and after June 30, 2026.

Article 5 Legal Effect

Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

CITY

Recommended by:

Department of Public Health

Date: _____

Approved as to Form:

David Chiu
City Attorney

By: _____

Deputy City Attorney

Date: _____

CONTRACTOR

Medline Industries, Inc.

City Supplier Number: **000003192**

Date: _____

Appendices

- B-1: Budget dated June 30, 2026
- C: Amendment to Medline Master Distribution Agreement
- Exhibit A: Medline Brand Product Price List

**Appendix B-1
Budget
Dated June 30, 2026**

	FY 2021-2022	FY 2022-2023	FY 2023-2024	FY 2024-2025	FY 2025-2026	FY 2026-2027	FY 2027-2028	FY 2028-2029	FY 2029-2030	Total
ZSFGH	\$15,620,000.00	\$17,182,000.00	\$18,900,200.00	\$20,790,220.00	\$22,869,242.00	\$24,635,733.28	\$27,555,806.61	\$30,311,387.27	\$ 33,342,526.00	\$ 211,207,115.15
LHH	\$ 4,785,000.00	\$ 5,263,500.00	\$ 5,789,850.00	\$ 6,368,835.00	\$ 7,005,718.50	\$ 4,672,780.32	\$ 5,228,058.35	\$ 5,750,864.19	\$ 6,325,950.61	\$ 51,190,556.97
Central / Clinics	\$ 27,500.00	\$ 30,250.00	\$ 33,275.00	\$ 36,602.50	\$ 40,262.75	\$ 470,982.98	\$ 529,081.27	\$ 581,989.40	\$ 640,188.34	\$ 2,390,132.24
Subtotal	\$20,432,500.00	\$22,475,750.00	\$24,723,325.00	\$27,195,657.50	\$29,915,223.25	\$29,779,496.58	\$33,312,946.23	\$36,644,240.86	\$ 40,308,664.94	\$ 264,787,804.36

LUM Spend including Fees and Taxes \$ 264,787,804.36

Emergency Surge \$ 5,000,000.00

12% Contingency \$ 31,774,536.52

Not to Exceed Amount \$ 301,562,340.88

Appendix C
Medline Master Distribution Agreement (LUM)
Amendment

This Third Amendment (the “Third Amendment”) to the Master Distribution Agreement between Medline Industries, LP, an Illinois limited partnership, (f/k/a Medline Industries, Inc.) with corporate offices located at 3 Lakes Drive, Northfield, IL 60093 (“Medline”) and the City and County of San Francisco, with offices located at City Hall, Room 430, 1 Dr. Carlton B. Goodlett Place, San Francisco, CA 94102 (“City”) is made and entered into on February 1, 2026 (the “Third Amendment Effective Date”).

Whereas, Medline and City are sometimes referred to herein individually as a “Party” and, collectively, as the “Parties”.

Whereas, Medline and City are Parties to the Master Distribution Agreement dated and effective April 5, 2021 (the “Agreement”) which memorialized the LUM distribution of medical, surgical, and laboratory supplies services to be provided by Medline to City.

Whereas, Medline and City now desire to enter into this Third Amendment in order to modify the terms of the Agreement, as previously amended.

Accordingly, in consideration of the mutual promises set forth in this Third Amendment, the Parties hereby agree to amend the Agreement, as previously amended, as follows:

- 1. Extension of Term of Agreement.** Article 2 Section 2.1. Term of the Agreement provides for the initial Agreement Term to run through June 30, 2026. Article 2 Section 2.2 Options of the Agreement provides for an optional extension of the Term of the Agreement for an additional four (4) year period from June 30, 2026 upon written agreement of the Parties as provided for in Section 11.5 Modification to Agreement.

The Parties hereto now desire to utilize the optional four (4) year extension period provided for in the Agreement (the “Agreement Extension Period”) and hereby agree that the Term of the Agreement is extended to June 30, 2030. Thereafter, the Agreement shall automatically renew for as many as two (2) periods of two (2) years in length (each a “Renewal Term” and, collectively with the Initial Term, the “Term”) unless either Party provides written notice to the other Party of non-renewal at least one hundred twenty (120) days prior to the conclusion of the then-current Term.

- 2. Mark-up.** The mark-up table contained in Section III Mark-up of the Agreement is deleted in its entirety and is replaced with the following table:

Tiered Mark-up Schedule by Product Category and Medline Brand Spend Purchase Ratio	Tier 1 Mark-Up %	Tier 2 Mark-Up %	Tier 3* Mark-Up %	Tier 4 Mark-Up %
	Cost Plus Mark-Up (current state status quo with non-switching to any distributor brand products)	With = to or >40% Medline Brand Product*	With = to or >45% Medline Brand Product	= to or >\$ With 50% Medline Brand Product

Endo-Mechanicals	1.00%	0.50%	0.25%	0.00%
Med-Surg National Brand Products - GPO Contract – LUM (stock & non-stock)	1.00%	0.50%	0.25%	0.00%
Medline Brand Products	0.00%	0.00%	0.00%	0.00%
Products Reprocessed by Medline ReNewal	0.00%	0.00%	0.00%	0.00%
EVS Products Distribution	1.00%	0.50%	0.25%	0.00%
Lab Products Distribution	1.00%	0.50%	0.25%	0.00%
Pharmaceutical Contract Products	3.00%	3.00%	3.00%	3.00%
Dietary/Food Service Products	3.00%	3.00%	3.00%	3.00%
Office / Admin Products	5.00%	5.00%	5.00%	5.00%
Low Unit of Measure (LUM) Delivered in Totes to Dock on Pallets (Additive to Fees Listed Above)	2.00%	2.00%	2.00%	2.00%
Capital Equipment	Locally negotiated net price	Locally negotiated net price	Locally negotiated net price	Locally negotiated net price
Special-order & Non-Contract Items	Locally negotiated net price	Locally negotiated net price	Locally negotiated net price	Locally negotiated net price
Sterile Implantable Products	Locally negotiated net price	Locally negotiated net price	Locally negotiated net price	Locally negotiated net price

***Tier Review – Medline Brand Purchase Ratio.** City is slotted at Tier 3 for the first twelve (12) months of the Agreement Extension Period. After year-one of the Agreement Extension Period, Medline will review the actual ratio of purchases based on the previous twelve (12) months of sales on an annual basis and adjust the tier mark-ups based upon the tier achieved.

- 3. Annual Medline Brand Rebate Schedule.** Medline will pay City an annual rebate on City’s purchase of Medline Brand Products according to the table below. However, City shall not be entitled to a rebate unless Provider’s purchases for the relevant Contract Year are equal to or greater than 40% Medline Brand Product.

All rebates will be paid on all classes of trade and all classes of trade of Medline Brand purchases will count toward tier requirements. Rebate will be paid on the aggregate net price. The rebate tracking period will be based on a twelve month calendar year from January 1st through December 31st (prorated on a monthly basis as appropriate for the first year after the effective date of this Agreement). Thereafter, the rebate payment schedule will follow a calendar year and will be paid on an annual basis.

Medline ReNewal reprocessing and Pharmaceutical purchases will be counted toward all rebate goals hereunder, but the same value of purchases will be excluded from the basis used to calculate rebate payments.

Medline Brand Spend Purchase Ratio	Tier 1 Rebate % with <40% Medline Brand Product Purchase Ratio	Tier 2 Rebate % With = to or >40% Medline Brand Product Purchase Ratio	Tier 3 Rebate % With = to or >45% Medline Brand Product Purchase Ratio	Tier 4 Rebate % With = to or >50% Medline Brand Product Purchase Ratio
Rebate %	0.00%	1.00%	2.00%	3.00%

Rebates are calculated incrementally with purchases in each tier earning the corresponding rebate percentage for the volume in that specific tier. City is slotted at Tier 2 rebate payment for the first twelve (12) months of the Agreement Extension Period. After the first twelve (12) month rebate period, Medline will review the actual ratio of purchases based on each previous twelve (12) months of sales on an annual basis and pay the rebate on the Tier achieved.

- 4. Annual Medline Brand Growth Rebate.** Medline will pay City an *annual* rebate of 5% of the total dollar amount of purchases of Medline Brand growth against baseline sales (previous 12 month’s sales) of Medline Brand Products (“**Annual Baseline**”). The existing Annual Baseline (previous 12 month’s sales) will apply to the first rebate after the effective date of this Agreement. For each year thereafter, Medline will establish a new Annual Baseline for the previous 12 months sales, and the 5% rebate will be paid on the growth of Medline Brand Products.

If Medline Brand Product sales decline below the Annual Baseline at any time during the life of the Agreement and a growth rebate was previously earned, SFDPH will not earn on future growth for the same dollars where a previous growth rebate was earned. For clarity, Medline will not pay a rebate twice for the same amount of growth.

For example: If SFDPH has an Annual Baseline of \$1,700,000 and total Medline Brand sales for the next year of the Agreement are \$1,900,000, the rebate would be equal to \$10,000 $((\$1,900,000 - \$1,700,000) \times 5\%)$.

If the Annual Baseline is \$1,700,000 and the City’s sales declines to \$1,500,000, then no rebate would be paid and the City’s Annual Baseline would remain \$1,700,000. To achieve a Medline Brand Growth Rebate, the City’s Medline Brand Product growth would need to exceed the \$1,700,000 Annual Baseline.

All rebates will be paid on all classes of trade and all classes of trade of Medline Brand purchases will count toward tier requirements

Medline ReNewal reprocessing and Pharmaceutical purchases will be counted toward the calculation of the rebate tier achievement outlined in the table above in Section 3 – Annual Medline Brand Rebate Schedule, but these categories of purchases are excluded from the actual rebate payment.

This Rebate is part of the original Master Distribution Agreement dated April 5, 2021 and remains active during the extension period.

5. **Medline Self-Manufactured Product Price Competitiveness.** Medline will work with City to ensure competitive pricing on committed self-manufactured product categories, regardless of whether a product is contracted through the City's GPO program or accessed through a locally negotiated agreement. If Medline can offer more competitive pricing on self-manufactured products outside of Medline GPO contracts, we will provide pricing based on committed volume and compliance levels (minimum 80% compliance required) within the product category. All pricing agreements will remain in effect for 12-month periods. Exception may be made tied to force majeure events including but not limited to tariff increases. Any changes will be reviewed with the City with a minimum thirty (30) day notification, at which time, the City can either accept the price change or pursue other manufactures as needed. Products can be added to the price list during the term of the agreement. Please see Exhibit A - Medline Brand Product Price List.

6. **Annual GPO Contract and Tier Audit.** SF DPH reserves the right to conduct an annual price audit of GPO product pricing on product distributed by Medline. Medline shall participate in audits alongside SF DPH representatives, and in cases where price and tier verification is needed, GPO representatives, and vendor/manufacturer representatives, to review contract misalignments and tier discrepancies for potential credits. Medline shall engage with vendors and manufacturers as needed, for credit identification and recovery matters, providing support, and regular updates on credit recovery status. The parties acknowledge that final determination of credit eligibility, amount, and lookback period for both Medline and national brand manufacturer products remains subject to the applicable vendor's or manufacturer's discretion, but Medline shall use commercially reasonable efforts to maximize recovery on SF DPH's behalf.

7. **Custom Reporting.** Medline will work with SFDPH to provide monthly sales reporting covering some or all of the following data points:
 - a. Manufacturer item number
 - b. Medline item number
 - c. Customer item number
 - d. Item description
 - e. GPO contract cost
 - f. Distributor markup %
 - g. Current invoice price
 - h. Sales UOM
 - i. Qty per UOM
 - j. Monthly total quantity
 - k. Monthly \$ spend
 - l. 12 month total quantity
 - m. 12 month total \$ spend
 - n. Percentage change in item cost compared to 1 month ago (at the item UOM level)
 - o. Percentage change in item cost compared to 12 months ago (at the item UOM level)

Exhibit A Medline Brand Product Price List

Medline Item #	Medline Item Description	Cust Item #	UM	Qty per UOM	Last Invoiced Price	Sub-Category	Implementation Date
NON801778	BOARD,EMERY,4.25"	230	GR	144 EA / GR	\$ 7.88	BATH AND BODY	4/1/2026
DYNJP8201	DRAPE,HIP,W/POUCH,ST,5/CS	H1000308	CS	5 EA / CS	\$ 80.10	SURGICAL TEXTILES	4/1/2026
DYND80419	CONTAINER,GRADUATED,TRIANG,IN/OUT,BLK	H1000389	CS	200 EA / CS	\$ 57.09	SPECIMEN COLLECTION/TRANSPORT CONTAINERS	4/1/2026
1077478MLH	MDI SPACER,OPTICHAMBER DIAMOND EACH	H1001291	EA	1 EA / EA	\$ 5.62	OXYGEN THERAPY DELIVERY SYSTEMS/SEVICES	4/1/2026
SPRM088006H	BANDAGE,COHESIVE,TAN,6X5YD,LF,STRL	H1001317	EA	1 EA / EA	\$ 3.55	BANDAGES, DRESSINGS AND RELATED PRODUCTS	4/1/2026
MDS9912HPRE	CUFF, BP, REUSE, 1T, SM ADL, HP	H1001447	BG	5 EA / BG	\$ 46.45	BLOOD PRESSURE UNITS / RELATED PRODUCTS	4/1/2026
DYNAER4009	TEMPERATURE SENSOR 9FR W/400 SERIES	H1001499	BX	35 EA / BX	\$ 83.21	MEDICAL THERMOMETERS AND ACCESSORIES	4/1/2026
MDS708902	CONTAINER, RCRA, 2 GAL, HINGE, BLACK	H1003351	CS	20 EA / CS	\$ 100.28	MEDICAL BIOHAZARD DISPOSAL PRODUCTS	4/1/2026
EVSB14254811G	LINER,GRAY,42.5X48,MEDIUM,ROLL	H1004	CS	100 EA / CS	\$ 21.30	MEDLINE EVS PRODUCTS	4/1/2026
MDS9910HP	CUFF, BP, DIS, 1T, INF, HP	H1043271	BG	5 EA / BG	\$ 17.73	BLOOD PRESSURE UNITS / RELATED PRODUCTS	4/1/2026
MDS9911HPH	CUFF,BP,DISP,1 TUBE,CHILD,HP	H1043273	EA	1 EA / EA	\$ 1.45	BLOOD PRESSURE UNITS / RELATED PRODUCTS	4/1/2026
MDS9912HPH	CUFF, BP, DIS, 1T, SM ADL, HP	H1043274	EA	1 EA / EA	\$ 3.66	BLOOD PRESSURE UNITS / RELATED PRODUCTS	4/1/2026
MDS9913HPH	CUFF, BP, DIS, 1T, ADL, HP	H1043275	EA	1 EA / EA	\$ 1.80	BLOOD PRESSURE UNITS / RELATED PRODUCTS	4/1/2026
MDS9913HPLH	CUFF, BP, DIS, 1T, ADL LNG, HP	H1043276	EA	1 EA / EA	\$ 2.30	BLOOD PRESSURE UNITS / RELATED PRODUCTS	4/1/2026
MDS9914HPLH	CUFF,BP,DISP,1 TUBE,LG ADULT LONG,HP	H1043278	EA	1 EA / EA	\$ 1.80	BLOOD PRESSURE UNITS / RELATED PRODUCTS	4/1/2026
MDS9915HPH	CUFF, BP, DIS, 1T, THIGH, HP	H1043279	EA	1 EA / EA	\$ 6.37	BLOOD PRESSURE UNITS / RELATED PRODUCTS	4/1/2026
DYNJAE540012H	ESOPHAGEAL STETHOSCOPE 12FR W/400 SE	H1043284	EA	1 EA / EA	\$ 2.53	RESPIRATORY MONITORING PRODUCTS	4/1/2026
MDT211218BAR1	SLIPPER,BARIATRIC,DOUBLE TREAD,GRAY	H1043355	CS	48 PR / CS	\$ 127.42	PATIENT CLOTHING	4/1/2026
MDT2168054XR	TOWEL,OR,DSP,ST,WHITE,DLX,XR,4/PK,20PK/C	H1043428	CS	80 EA / CS	\$ 45.56	SURGICAL TEXTILES	4/1/2026
DYND70668	TRAY,SKIN SCRUB,W/4 COMPARTMENT	H1043633	CS	20 EA / CS	\$ 141.88	SURGICAL SUPPORT SUPPLIES	4/1/2026
MDT824440	PROTECTOR,HEELMEDIX,FOOTCHECK,1 EA	H1043715	EA	1 EA / EA	\$ 38.64	AMBULATION,TRANSFER,POSITIONING AIDS	4/1/2026
MDT824440P	PROTECTOR,HEELMEDIX FOOTCHECK,PETITE,1EA	H1043725	EA	1 EA / EA	\$ 37.84	AMBULATION,TRANSFER,POSITIONING AIDS	4/1/2026
DYNJAA10	ADULT ANESTH EXTENSION SET, 90 IN	H1044078	CS	20 EA / CS	\$ 60.04	POSIVE MECHANICAL PRESSR VENTILTRS	4/1/2026
DYNNC100F	COUNTER,NEEDLE,FOAM/MAGNET,DBL,100COUNT	H1044094	CS	64 EA / CS	\$ 86.65	SURGICAL SUPPORT SUPPLIES	4/1/2026
MDSR008776	BLOCKS,FOAM,X-SOFT,YLW,16PK	H1044507	PK	16 EA / PK	\$ 21.52	AMBULATION,TRANSFER,POSITIONING AIDS	4/1/2026
GEM1118T	WRAP, BONDED, BLUE PINK, 18X18, GEM1	H1044721	CS	500 EA / CS	\$ 84.85	STERILIZATION WRAPS/PACKAGING SUPPLIES	4/1/2026
GEM3124T	WRAP, BONDED, BLUE PINK, 24X24, GEM3	H1044722	CS	100 EA / CS	\$ 49.83	STERILIZATION WRAPS/PACKAGING SUPPLIES	4/1/2026
GEM5136T	WRAP, BONDED, BLUE PINK, 36X36 GEM5	H1044723	CS	72 EA / CS	\$ 87.32	STERILIZATION WRAPS/PACKAGING SUPPLIES	4/1/2026
DTL2338	LBL 1.25X2.25 VL .75C 280/RL 36RL/BX	H1044873	BX	36 RL / BX	\$ 148.90	MEDICAL DOCUMENTATION PRODUCTS	4/1/2026
6623BQWXS	COAT,LAB,UNISEX,WHITE,BARRIER,XS	H1044963	EA	1 EA / EA	\$ 31.08	SAFETY APPAREL	4/1/2026
6623BQWS	COAT,LAB,UNISEX,WHITE,BARRIER,SM	H1044964	EA	1 EA / EA	\$ 22.01	SAFETY APPAREL	4/1/2026
6623BQWM	COAT,LAB,UNISEX,WHITE,BARRIER,MD	H1044965	EA	1 EA / EA	\$ 22.70	SAFETY APPAREL	4/1/2026
6623BQWXL	COAT,LAB,UNISEX,WHITE,BARRIER,XL	H1044967	EA	1 EA / EA	\$ 23.75	SAFETY APPAREL	4/1/2026
6623BQWXXL	COAT,LAB,UNISEX,WHITE,BARRIER,2XL	H1044969	EA	1 EA / EA	\$ 25.03	SAFETY APPAREL	4/1/2026
MDTACTIVITY	ACTIVITY APRON, WAIST, 1 EA	H1045023	EA	1 EA / EA	\$ 20.59	MEDICAL STAFF APPAREL / RELATED RTICLES	4/1/2026
EVSUM1525	MAT,DISPOSABLE,URINAL,18.5"X20.75", 6/CS	H1045417	CS	6 EA / CS	\$ 52.00	MEDLINE EVS PRODUCTS	9/1/2025
ORT290010XS	SHOE,CAST,CANVAS,ROCKER,XS, EA	H1046064	EA	1 EA / EA	\$ 5.10	CASTING AND SPLINTING SUPPLIES	4/1/2026
NONLV325Z	GOWN,ISO,LVL3,SMS,KNTCUFF,HOOKLP,BLU,REG	H1046094	PK	10 EA / PK	\$ 20.80	MEDICAL STAFF APPAREL / RELATED RTICLES	4/1/2026
DYND60601	4CM,PINK,GUEDEL AIRWAY	H1046224	BX	10 EA / BX	\$ 5.85	EMERGENCY AIRWAY MGMT EQUIPMENT	4/1/2026
DYK1000BBEL	BITE BLOCK, ADULT 60FR, ELASTIC	H1046269	CS	100 EA / CS	\$ 155.65	DENTAL IMAGING EQUIPMENT AND SUPPLIES	4/1/2026
CR14040PC	GOWN,COVER,POLYCTD,KNITCF,YEL,REG	H1046484	CS	100 EA / CS	\$ 145.10	MEDICAL STAFF APPAREL / RELATED RTICLES	4/1/2026
DTL1645	LBL 1.25X2.25, 1C 2K/RL 12RL/BX	H1046541	BX	12 RL / BX	\$ 178.09	MEDICAL DOCUMENTATION PRODUCTS	4/1/2026
600NHGX-CA	PANT,SCRUB,REV,A-STAT,HUNTER,ANG-CC,XS	H1046542	EA	1 EA / EA	\$ 6.99	MEDICAL STAFF APPAREL / RELATED RTICLES	4/1/2026
MDS090780H	PAD, REMOVER, NAIL POLISH	H1046637	BX	100 EA / BX	\$ 3.15	BATH AND BODY	4/1/2026
NON026330	BAG,PATIENT BELONG,DRWSTRG,18X20,CLEAR	H1046721	CS	250 EA / CS	\$ 46.96	BASINS, BEDPANS, URINALS / SUPPLIES	4/1/2026
GEM5148T	WRAP, BONDED, BLUE PINK, 48X48 GEM5	H1046726	CS	24 EA / CS	\$ 48.98	STERILIZATION WRAPS/PACKAGING SUPPLIES	4/1/2026
MNK0082	DRESSING,SHEET,HD,THERAHONEY,2X2	H1046764	BX	10 EA / BX	\$ 32.76	WOUND CLEANING AND DEBRIDEMENT PRODUCTS	4/1/2026
MNK0015H	DRESSING,HONEY,THERAHONEY,1.5 OZ TUBE	H1046768	EA	1 EA / EA	\$ 9.96	WOUND CLEANING AND DEBRIDEMENT PRODUCTS	4/1/2026
MSC091050Z	OPTICLOSE RAPID ADHESIVE, 0.8ML	H1046825	BX	6 EA / BX	\$ 102.08	MEDICAL TISSUE CLOSURE / RELATEDPRODUCT	4/1/2026
KYTO1515Z	PATCH,KYTOMATRIX,HEMOSTATIC,1.5IN,X1	H1046844	BX	10 EA / BX	\$ 382.14	VASCULAR/COMPRESSION THERAPY EQUIP	4/1/2026
HUDRHP728U	AQUAPAK LVN,STRL WATER,760ML,W/ 28 ADAPT	H1046960	CS	10 EA / CS	\$ 27.83	RESPIRATORY HUMIDITY/AEROSOLTHERPYPRODS	4/1/2026
MSC6455EP	OPTILOCK,NON-ADHESIVE,5X5.5	H1046973	CS	100 EA / CS	\$ 213.69	BANDAGES, DRESSINGS AND RELATED PRODUCTS	4/1/2026
MSC64812EP	OPTILOCK,NON-ADHESIVE,8X12	H1046974	CS	80 EA / CS	\$ 369.60	BANDAGES, DRESSINGS AND RELATED PRODUCTS	4/1/2026
NONPC5000	PILL CRUSHER	H1047284	EA	1 EA / EA	\$ 116.02	TABLET CRUSHERS/CUTTERS/REL PRODUCTS	4/1/2026
NONPC1000	POUCH,MEDICATION,PILL, FOR NONSK0500	H1047285	BX	1000 EA / BX	\$ 22.77	MED DISPENSING, MEASURING DEVICE	4/1/2026
DYND04037H	SCISSORS,LITT STITCH,4.5	H1047370	EA	1 EA / EA	\$ 2.01	SURG CUTTING INSTRU/SNARES/OTH PODS	4/1/2026
MNK0087	DRESSING,SHEET,HD,THERAHONEY,4X5	H1047396	BX	10 EA / BX	\$ 74.16	WOUND CLEANING AND DEBRIDEMENT PRODUCTS	4/1/2026
MDS093944H	SOLUTION,PREP,POVIDONE IODINE,4 OZ BTL	H1047426	EA	1 EA / EA	\$ 1.32	SURGICAL SUPPORT SUPPLIES	4/1/2026
NON27457	GOWN,CHEMO,PREMIUM,BLUE,REG	H1047480	CS	30 EA / CS	\$ 111.02	MEDICAL STAFF APPAREL / RELATED RTICLES	4/1/2026
NON25457XL	GOWN,CHEMO,KNITCF,LVL2,BLUE,XL	H1047481	CS	30 EA / CS	\$ 102.34	MEDICAL STAFF APPAREL / RELATED RTICLES	4/1/2026
NON27038	CAPE, PATIENT, MUTLI Lyr, DARK PINK,OSFM	H1047483	CS	100 EA / CS	\$ 47.82	PATIENT CLOTHING	4/1/2026
FITULTRAXXL	BRIEF,ULTRA,FITULTRA,XXL,60-70	H1047567	CS	80 EA / CS	\$ 49.91	UNDERGARMENTS	4/1/2026
MSC093005	PROTECTANT,SKIN,MARATHON,LIQUID	H1047611	BX	10 EA / BX	\$ 47.19	OSTOMY/NON-SUR	4/1/2026
NON25457XXL	GOWN,CHEMO,KNITCF,LVL2,BLUE,XXL	H1047613	CS	30 EA / CS	\$ 107.98	MEDICAL STAFF APPAREL / RELATED RTICLES	4/1/2026
NON135000	SPLITTER,PILL,BLUE,INDIVIDUALLY BOXED	H1047700	EA	1 EA / BX	\$ 2.42	TABLET CRUSHERS/CUTTERS/REL PRODUCTS	4/1/2026
DYNDP6006	DRAPE,UNDERBUPTOCK,GRAD POUCH,PORT,20/CS	H1047790	CS	20 EA / CS	\$ 93.28	SURGICAL TEXTILES	4/1/2026
DYNDJAAPI1005H	1000ML,PRESSURE INFUSER W/STOPCOCK	H1047823	EA	1 EA / EA	\$ 9.69	INTRAVENOUS/ARTERIAL INFUSION BAS/PRODS	4/1/2026
MDS1702BTH	HOSIERY,COMP,KNEE,20-30,MEDIUM,B,TAN	H1047901	PR	1 EA / EA	\$ 14.92	VASCULAR/COMPRESSION THERAPY EQUIP	4/1/2026
MDS1708BTH	HOSIERY,COMP,THIGH,20-30,MEDIUM,B,TAN	H1047906	PR	1 EA / EA	\$ 30.92	VASCULAR/COMPRESSION THERAPY EQUIP	4/1/2026
MDS198414Z	GLOVE,EXAM,STERILE,PF,NITRILE,PR,XC,S	H1048054	BX	50 PR / BX	\$ 27.08	MEDICAL GLOVES AND ACCESSORIES	4/1/2026
MDS198415Z	GLOVE,EXAM,STERILE,PF,NITRILE,PR,XC,M	H1048055	BX	50 PR / BX	\$ 27.08	MEDICAL GLOVES AND ACCESSORIES	4/1/2026
MDS198416Z	GLOVE,EXAM,STERILE,PF,NITRILE,PR,XC,L	H1048056	BX	50 PR / BX	\$ 27.08	MEDICAL GLOVES AND ACCESSORIES	4/1/2026
MDS198417Z	GLOVE,EXAM,STERILE,PF,NITRILE,PR,XC,XL	H1048057	BX	50 PR / BX	\$ 27.08	MEDICAL GLOVES AND ACCESSORIES	4/1/2026

DYNJE1001Z	BAG,SPONGE COUNTER,BLUE	H1048078	BX	50 EA / BX	\$ 13.12	SURGICAL SUPPORT SUPPLIES	4/1/2026
849NHGS	JACKET,SCRUB,A-S HGREEN,UNISEX,SMALL	H1048113	EA	1 EA / EA	\$ 10.07	MEDICAL STAFF APPAREL / RELATED RTICLES	4/1/2026
849NHGM	JACKET,SCRUB,A-S HGREEN,UNISEX,MEDIUM	H1048116	EA	1 EA / EA	\$ 10.24	MEDICAL STAFF APPAREL / RELATED RTICLES	4/1/2026
DYNJP2TBT60	60,2-TIER BTC,12/CS	H1048131	CS	12 EA / CS	\$ 357.57	SURGICAL TEXTILES	4/1/2026
MDS093906	SOLUTION,PREP,POVIDONE IODINE,1 PINT	H1048198	CS	24 EA / CS	\$ 110.43	SURGICAL SUPPORT SUPPLIES	4/1/2026
NONECOLI08Z	LID, COMPOSTABLE, FITS 8OZ CUP	H1048199	BG	50 EA / BG	\$ 6.91	DOMESTIC DISPOSABLE KITCHENWARE	4/1/2026
DYNJAETC60SH	TUBE, ENDOTRACHEAL,CUFF, STYLET, 6.0	H1048481	EA	1 EA / EA	\$ 3.13	AIRWAY MANAGEMENT PRODUCTS	4/1/2026
DYNJAETC65SH	TUBE, ENDOTRACHEAL,CUFF, STYLET, 6.5	H1048482	EA	1 EA / EA	\$ 3.36	AIRWAY MANAGEMENT PRODUCTS	4/1/2026
DYNJAETC70S	TUBE, ENDOTRACHEAL,CUFF, STYLET, 7.0MM	H1048483	BX	10 EA / BX	\$ 33.57	AIRWAY MANAGEMENT PRODUCTS	4/1/2026
DYNJAETC75SH	TUBE, ENDOTRACHEAL,CUFF, STYLET, 7.5	H1048484	EA	1 EA / EA	\$ 3.29	AIRWAY MANAGEMENT PRODUCTS	4/1/2026
DTL305PH	LBL 1X4, 3C 5500/RL 4RL/BX	H1048902	BX	4 RL / BX	\$ 171.75	MEDICAL DOCUMENTATION PRODUCTS	4/1/2026
MSC8002H	CLEANSER,WOUND,PHMB,2OZ	H1048950	EA	1 EA / EA	\$ 3.82	WOUND CLEANING AND DEBRIDEMENT PRODUCTS	4/1/2026
PS12ST	TOOTHBRUSH, STERILE	H1049005	CS	50 EA / CS	\$ 151.87	DENTAL	4/1/2026
DYNJ066004	PADDING,UNDERCAST,COTTON, 4"X4YD STERILE	H1049007	CS	20 EA / CS	\$ 31.53	CASTING AND SPLINTING SUPPLIES	4/1/2026
MSC50026	WEDGE,FOAM,30DG,CVER,HANDLES,NONSLIP,6PR	H1049026	CS	6 PR / CS	\$ 277.20	DECUBITUS PREVENTION PRODUCTS	4/1/2026
DTY4452PHPC	LBL 1X4 PERF/BLKBAR 3C 5K/RL 4RL/CS	H1049113	CS	4 RL / CS	\$ 174.93	MEDICAL DOCUMENTATION PRODUCTS	4/1/2026
PAIN1903BH	CSE-TUOHY17GX3.5/WHITACRE25GX5	H1049452	EA	1 EA / EA	\$ 44.63		4/1/2026
BTRDH	BLOOD TRANSFER DEVICE	H1049532	EA	1 EA / EA	\$ 0.48	SPECIMEN COLLECTION/TRANSPORT CONTAINERS	4/1/2026
MDSMDREPOH	SLING, REPO, DISP, 1000LB CAP, EA	H1050123	EA	1 EA / EA	\$ 55.60	PATIENT LIFTS AND RELATED PRODUCTS	4/1/2026
MDS2PTDHBMH	SLING, 2PT, DISP, HGH BACK, MED, EA	H1050124	EA	1 EA / EA	\$ 25.23	PATIENT LIFTS AND RELATED PRODUCTS	4/1/2026
MDS2PTDHBXHLH	SLING, 2PT, DISP, HGH BACK, XL, EA	H1050125	EA	1 EA / EA	\$ 26.53	PATIENT LIFTS AND RELATED PRODUCTS	4/1/2026
BIO210268H	TOTALFIT MENS EXTERNAL CATHETER	H1050126	EA	1 EA / EA	\$ 16.28	UROLOGICAL TREATMENT PRODUCTS & SUPPLIES	4/1/2026
BOMS1300NSEA	TOTAL SECURE LARGE NON-STERILE	H1050127	EA	1 EA / EA	\$ 8.41	INTRAVENOUS/ARTERIAL CATH/NEEDLEAIDS	4/1/2026
LSL845	8 1/2" X 11" JOINED FORM	H1050136	CS	1000 EA / CS	\$ 139.18	MEDICAL DOCUMENTATION PRODUCTS	4/1/2026
MDTDBLTRXXL	SLIPPER,BARIATRIC,DOUBLE TREAD,GRAY	H1050149	CS	48 EA / CS	\$ 40.38	PATIENT CLOTHING	4/1/2026
NONO23143	LINER,BLUE,PRINT,29X43,33GAL,1.1MIL,ROLL	H1050150	CS	200 EA / CS	\$ 44.85	WASTE CONTAINERS AND ACCESSORIES	4/1/2026
LC295	NICU LINE CHANGE TRAY	H1050177	CS	20 EA / CS	\$ 1,816.91	CANNULAS/CATHETERS/ACCESSORIES	4/1/2026
LLADH	LUER LOCK ACCESS DEVICE	H1050189	EA	1 EA / EA	\$ 0.50	SYRINGES AND ACCESSORIES	4/1/2026
TRI66670H	SCISSOR, BANDAGE 5 1/2IN STERILE	H1050200	EA	1 EA / EA	\$ 4.86	SURG CUTTING INSTRU/SNARES/OTH PODS	4/1/2026
NONO5020Z	CUP,PAPER,20 OZ	H1050249	BG	50 EA / BG	\$ 5.83	TABLETOP AND SERVING EQUIPMENT	4/1/2026
MSC281224C	UNDERPAD,LIGHT,17X24,300/CS	H1050261	CS	300 EA / CS	\$ 17.94	HOSPITAL HOUSEKEEPING TEXTILES	4/1/2026
FIT700A	UNDERWEAR,PROTECTIVE,FITRIGHT,XXL,68-80	H1050309	CS	80 EA / CS	\$ 82.46	UNDERGARMENTS	4/1/2026
AL10239	LABEL NOREPINEPHRINE 3 X 1 PURPLE	H1050343	PK	3 RL / PK	\$ 74.60	MEDICAL DOCUMENTATION PRODUCTS	4/1/2026
AL2291V	LABEL PHENYLEPHRINE 3 X 1 VIOLET	H1050346	PK	3 RL / PK	\$ 74.60	MEDICAL DOCUMENTATION PRODUCTS	4/1/2026
AL555FGA	LABEL DOPAMINE 3 X 1,FL GREEN	H1050347	PK	3 RL / PK	\$ 74.60	MEDICAL DOCUMENTATION PRODUCTS	4/1/2026
AL8003A	LABEL DOBUTAMINE 3 X 1,FL PINK	H1050348	PK	3 RL / PK	\$ 74.60	MEDICAL DOCUMENTATION PRODUCTS	4/1/2026
AL2244Y	LABEL PROPOFOL 3 X 1 YELLOW	H1050349	PK	3 RL / PK	\$ 74.60	MEDICAL DOCUMENTATION PRODUCTS	4/1/2026
AL8006	KETAMINE 1 X 3 BLACK REVERSE 440/RL	H1050350	PK	3 RL / PK	\$ 107.95	MEDICAL DOCUMENTATION PRODUCTS	4/1/2026
AL4104	DEXMEDETOMIDINE 1 X 3 BEIGE	H1050351	PK	3 RL / PK	\$ 94.15	MEDICAL DOCUMENTATION PRODUCTS	4/1/2026
AL8643	LBL FENTANYL,1 X 3,440/RL,PMS 297	H1050352	PK	3 RL / PK	\$ 49.02	MEDICAL DOCUMENTATION PRODUCTS	4/1/2026
AL8986	HYDRMORPHONE 1 X 3 440/RL	H1050353	PK	3 RL / PK	\$ 106.22	MEDICAL DOCUMENTATION PRODUCTS	4/1/2026
AL6650	LBL MORPHINE SKY BLUE 3X1 440RL 3RL/PK	H1050354	PK	3 RL / PK	\$ 73.13	MEDICAL DOCUMENTATION PRODUCTS	4/1/2026
AL10131	LABEL CISATRACURIUM 3 X 1 REFLEX BLUE	H1050357	PK	3 RL / PK	\$ 74.60	MEDICAL DOCUMENTATION PRODUCTS	4/1/2026
AL6683	LBL VECURONIUM 3 X 1 FLRED 440/RL 3RL/PK	H1050358	PK	3 RL / PK	\$ 73.13	MEDICAL DOCUMENTATION PRODUCTS	4/1/2026
AL6653	LBL NALOXONE LT BL STRP 3X1 440RL 3RL/PK	H1050359	PK	3 RL / PK	\$ 73.86	MEDICAL DOCUMENTATION PRODUCTS	4/1/2026
AL3154	NICARDIPINE 1 X 3 LT BROWN	H1050361	PK	3 RL / PK	\$ 90.51	MEDICAL DOCUMENTATION PRODUCTS	4/1/2026
AL880W	LBL NITROPRUSSIDE 3 X 1, 440/RL, 3RL/PK	H1050362	PK	3 RL / PK	\$ 73.13	MEDICAL DOCUMENTATION PRODUCTS	4/1/2026
AL765A	LBL ESMOLOL WHITE 3 X 1, 440/RL, 3RL/PK	H1050363	PK	3 RL / PK	\$ 74.60	MEDICAL DOCUMENTATION PRODUCTS	4/1/2026
AL1594A	LABELTALOL 1 X 3 GOLDENROD	H1050364	PK	3 RL / PK	\$ 32.05	MEDICAL DOCUMENTATION PRODUCTS	4/1/2026
AL1752B	HEPARIN 1 X 3 FL RED	H1050366	PK	3 RL / PK	\$ 107.72	MEDICAL DOCUMENTATION PRODUCTS	4/1/2026
AL8999A	LBL ALTEPLASE, YELLOW 3X1, 440/RL 3RL/PK	H1050367	PK	3 RL / PK	\$ 73.13	MEDICAL DOCUMENTATION PRODUCTS	4/1/2026
AL3282FG	LABEL, AMIODARONE 1 X 3 FL GREEN 440/RL	H1050368	PK	3 RL / PK	\$ 115.74	MEDICAL DOCUMENTATION PRODUCTS	4/1/2026
PGL020H	DRESSING,PLUROGEL, 20G, TUBE	H1050502	EA	1 EA / EA	\$ 49.00	BANDAGES, DRESSINGS AND RELATED PRODUCTS	4/1/2026
MDT217DISP1	MOP, MICROFIBER, DISPOSABLE, SCRUB,18	H1050514	CS	250 EA / CS	\$ 74.52	BROOM, MOPS, BRUSHES / ACCESSORIS	9/1/2025
HH70W160	WIPES,HAND SANITIZING,SPECTRUM,70%,160CT	H1050517	CS	6 EA / CS	\$ 42.87	BATH AND BODY	4/1/2026
NONCRPX46C	LINER, CLEAR, 40X46, 45 GAL, 1 MIL, ROLL	H1050528	CS	125 EA / CS	\$ 25.40	MEDLINE EVS PRODUCTS	9/1/2025
EVSBL24327C	LINER,CLEAR,24X32,LIGHT,ROLL	H1050529	CS	500 EA / CS	\$ 37.34	MEDLINE EVS PRODUCTS	9/1/2025
NONPXC39XRL	LINER, CLEAR, 33X40, 33 GAL 1.0 MIL,ROLL	H1050530	CS	250 EA / CS	\$ 32.89	MEDLINE EVS PRODUCTS	9/1/2025
RDI30296	SOLUTION,SALINE,IRRIGATION,100ML,STRL	H1050537	CS	48 EA / CS	\$ 43.69	WOUND CLEANING AND DEBRIDEMENT PRODUCTS	4/1/2026
DYNJNDLNETH	HOLDER,SHARPS FOAM,BLOCK/ADHESIVE	H1050606	EA	1 EA / EA	\$ 0.95	SURGICAL SUPPORT SUPPLIES	4/1/2026
SNAPSECURE3WH	SNAPSECURE 3-WAY FOLEY DEVICE	H1050632	EA	1 EA / EA	\$ 3.56	UROLOGICAL TREATMENT PRODUCTS & SUPPLIES	4/1/2026
MSG6565Z	GLOVE, SURG, DERMASURE GRN, LF, PF, 6.5	H1050747	BX	50 PR / BX	\$ 84.00	MEDICAL GLOVES AND ACCESSORIES	4/1/2026
NON66103H	3ML ENFIT SYRINGE, STERILE, EACH	H1050822	EA	1 EA / EA	\$ 0.66	SYRINGES AND ACCESSORIES	4/1/2026
NON66112	12ML ENFIT SYRINGE, STERILE	H1050824	CS	100 EA / CS	\$ 68.00	SYRINGES AND ACCESSORIES	4/1/2026
NON66135	35ML ENFIT SYRINGE, STERILE	H1050825	CS	50 EA / CS	\$ 58.97	SYRINGES AND ACCESSORIES	4/1/2026
NON66160	60ML ENFIT SYRINGE, STERILE	H1050829	CS	50 EA / CS	\$ 67.42	SYRINGES AND ACCESSORIES	4/1/2026
ENFIT70314H	TUBE,GASTROSTOMY,14FR,3-PORT,ENFI	H1050833	EA	1 EA / EA	\$ 36.37	GASTROSTOMY/JEJUNOSTOMY DEVIES	4/1/2026
ENFIT70316H	TUBE,GASTROSTOMY,16FR,3-PORT,ENFIT	H1050834	EA	1 EA / EA	\$ 34.20	GASTROSTOMY/JEJUNOSTOMY DEVIES	4/1/2026
ENFIT70320H	TUBE,GASTROSTOMY,20FR,3-PORT,ENFIT	H1050836	EA	1 EA / EA	\$ 33.04	GASTROSTOMY/JEJUNOSTOMY DEVIES	4/1/2026
EVSBC365144CP	BED COVER,CLEAR,PRNT,36.5X144, 7MIL,ROLL	H1050876	CS	100 EA / CS	\$ 106.25	MEDICAL EQUIPMENT PROTECTORS	4/1/2026
EVSBC365144B	BED COVER,BLUE,36.5X144, 7MIL,ROLL	H1050877	CS	100 EA / CS	\$ 116.84	MEDICAL EQUIPMENT PROTECTORS	4/1/2026
MDTNC6527	DBD-SHEET,CONTOUR,27 OZ,30X92X15,ENVELOP	H1050901	DZ	12 EA / DZ	\$ 61.00	HOSPITAL HOUSEKEEPING TEXTILES	4/1/2026
MSCOV77EPH	OPTIVIEW, SACRUM, 7"X7"	H1050908	EA	1 EA / EA	\$ 8.10	BANDAGES, DRESSINGS AND RELATED PRODUCTS	4/1/2026
MSCOV99EPZ	OPTIVIEW, SACRUM, 9"X9"	H1050909	BX	5 EA / BX	\$ 62.36	BANDAGES, DRESSINGS AND RELATED PRODUCTS	4/1/2026
MSCOVME6P	OPTIVIEW, MULTISITE, 6"X6"	H1050910	CS	50 EA / CS	\$ 457.34	BANDAGES, DRESSINGS AND RELATED PRODUCTS	4/1/2026

MSC093001XL	PROTECTANT,SKIN,MARATHON XL,LIQUID	H1050911	BX	5 EA / BX	\$ 57.68	OSTOMY/NON-SUR	4/1/2026
MSCEX77EP	OPTIFOAM GENTLE EX, SACRUM, 7X7	H1050950	CS	40 EA / CS	\$ 209.49	BANDAGES, DRESSINGS AND RELATED PRODUCTS	4/1/2026
MSCEX99EP	OPTIFOAM GENTLE EX, SACRUM, 9X9	H1050951	CS	25 EA / CS	\$ 214.50	BANDAGES, DRESSINGS AND RELATED PRODUCTS	4/1/2026
MSC20109EPZ	OPTIFOAM, GENTLE BORDER, SACRUM, 10X9	H1050952	BX	5 EA / BX	\$ 44.25	BANDAGES, DRESSINGS AND RELATED PRODUCTS	4/1/2026
MSC2077EPZ	OPTIFOAM, GENTLE BORDER, SACRUM, 8X7	H1050953	BX	5 EA / BX	\$ 27.87	BANDAGES, DRESSINGS AND RELATED PRODUCTS	4/1/2026
NON27712EL	MASK,LOOP,PINK-STRIPED,FOAM,LVL 3	H1060774	CS	300 EA / CS	\$ 75.78	SURGICAL TEXTILES	4/1/2026
MDTFALLMATG	FALL MAT, BEVELED EDGES, 24X70X3/4GRAY	H1110	EA	1 EA / EA	\$ 182.23	PATIENT BEDS AND ACCESSORIES	4/1/2026
6MDS192076	CA ONLY,GLOVE,EXAM,VINYL,PF,LF,L	H1130	CS	1000 EA / CS	\$ 42.86	MEDICAL GLOVES AND ACCESSORIES	4/1/2026
6CUR9225	CA ONLY,GLOVE,EXAM,PF,LF,STRETCH VINYL,M	H1134	CS	1500 EA / CS	\$ 65.64	MEDICAL GLOVES AND ACCESSORIES	4/1/2026
NON21424	GAUZE,SPONGE,4"X4",12PLY,STERILE,LF,2"S	H1146	CS	1200 EA / CS	\$ 42.48	BANDAGES, DRESSINGS AND RELATED PRODUCTS	4/1/2026
NON25660Z	BANDAGE,ADHESIVE,FABRIC,1"X3",STRL,LF	H1154	CS	100 EA / BX	\$ 24.88	BANDAGES, DRESSINGS AND RELATED PRODUCTS	4/1/2026
MSC2204	DRESSING,TRNSPRNT,SURESITE,MATRIX,4X4.5"	H1156	BX	50 EA / BX	\$ 61.91	BANDAGES, DRESSINGS AND RELATED PRODUCTS	4/1/2026
MDSAC0037	SLING, COMFORT GLIDE, 42X65, REUSABLE	H1158591	EA	1 EA / EA	\$ 250.83	PATIENT LIFTS AND RELATED PRODUCTS	4/1/2026
MDSMT02	SLING,SANI TOILETING,DELUXE PADDED,MEDI	H1158592	EA	1 EA / EA	\$ 41.41	PATIENT LIFTS AND RELATED PRODUCTS	4/1/2026
MSC2002	DRESSING,TRANSPARENT,FILM,SURESITE,2X3"	H1159	BX	100 EA / BX	\$ 49.11	BANDAGES, DRESSINGS AND RELATED PRODUCTS	4/1/2026
MDS202000	APPLICATOR,COTTON-TIP,WOOD,6,STRL	H1162	CS	2000 EA / CS	\$ 83.53	APPLICATOR SWABS AND COTTON BALLS	4/1/2026
MDSMM2	SLING,UNIVERSAL MESH,MEDIUM	H1168588	EA	1 EA / EA	\$ 30.44	PATIENT LIFTS AND RELATED PRODUCTS	4/1/2026
MDS2PTLBM	SLING, 2PT, REUSABLE, LOW BACK, MED, EA	H1168589	EA	1 EA / EA	\$ 91.52	PATIENT LIFTS AND RELATED PRODUCTS	4/1/2026
MDSMP2	SLING, USHAPED, PAD, 450 LB, MED, EA	H1168590	EA	1 EA / EA	\$ 30.59	PATIENT LIFTS AND RELATED PRODUCTS	4/1/2026
MDSMM3	SLING,UNIVERSAL,MESH,LARGE	H1168591	EA	1 EA / EA	\$ 34.57	PATIENT LIFTS AND RELATED PRODUCTS	4/1/2026
MDSMMHS2	SLING,UNIVERSAL MESH,W/ HEAD SUPPORT,M	H1168592	EA	1 EA / EA	\$ 32.60	PATIENT LIFTS AND RELATED PRODUCTS	4/1/2026
MDS2PTHBM	SLING, 2PT, REUSABLE, HGH BACK, MED, EA	H1168593	EA	1 EA / EA	\$ 46.13	PATIENT LIFTS AND RELATED PRODUCTS	4/1/2026
MDS2PTLBL	SLING, 2PT, REUSABLE, LOW BACK, LRG, EA	H1168594	EA	1 EA / EA	\$ 96.07	PATIENT LIFTS AND RELATED PRODUCTS	4/1/2026
MDSMP3	SLING, USHAPED, PAD, 450 LB, LRG, EA	H1168595	EA	1 EA / EA	\$ 32.74	PATIENT LIFTS AND RELATED PRODUCTS	4/1/2026
MDSAMPUTEEM	SLING,AMPUTE,REUSE,MED,EA	H1168596	EA	1 EA / EA	\$ 217.84	PATIENT LIFTS AND RELATED PRODUCTS	4/1/2026
MDSAMPUTEEL	SLING, AMPUTE, REUSE, LRG, EA	H1168597	EA	1 EA / EA	\$ 230.22	PATIENT LIFTS AND RELATED PRODUCTS	4/1/2026
MDSMMHS1	SLING,MESH,HEADSUPP,450LB,SMALL	H1168598	EA	1 EA / EA	\$ 30.88	PATIENT LIFTS AND RELATED PRODUCTS	4/1/2026
MDSMP4	SLING, USHAPED, PAD, 700 LB, XL, EA	H1168599	EA	1 EA / EA	\$ 42.34	PATIENT LIFTS AND RELATED PRODUCTS	4/1/2026
MDSMMHS3	SLING,MESH,HEAD SUPPORT,450LB,LARGE	H1168601	EA	1 EA / EA	\$ 36.36	PATIENT LIFTS AND RELATED PRODUCTS	4/1/2026
DYND50320	BOWL,STERILE,LARGE,32 OZ	H1169	CS	50 EA / CS	\$ 52.83	BASINS, BEDPANS, URINALS / SUPPLIES	4/1/2026
MDS10485	SCISSORS,BANDAGE,LISTER,7.25"	H1171	BX	12 EA / BX	\$ 36.70	SURG CUTTING INSTRU/SNARES/OTH PODS	4/1/2026
DYND04000	SCISSORS,OR,SHARP/BLUNT,5.5",STERILE	H1173	CS	25 EA / CS	\$ 34.34	SURG CUTTING INSTRU/SNARES/OTH PODS	4/1/2026
NON250412Z	STRIP,CLOSURE,WOUND,MEDI-STRIP,1/2X4	H1175	BX	300 EA / BX	\$ 38.04	MEDICAL TISSUE CLOSURE / RELATEDPRODUCT	4/1/2026
MDS160624	STOCKING,ANTI-EMBOLISM,KNEE,SM REG,LF	H1182	BX	12 PR / BX	\$ 40.95	VASCULAR/COMPRESSION THERAPY EQUIP	4/1/2026
MDS160664	STOCKING,ANTI-EMBOLISM,KNEE,LRG REG,LF	H1184	BX	12 PR / BX	\$ 47.11	VASCULAR/COMPRESSION THERAPY EQUIP	4/1/2026
MDS090855	PAD, REMOVER, ADHESIVE	H1188	CS	1000 EA / CS	\$ 61.56	BANDAGES, DRESSINGS AND RELATED PRODUCTS	4/1/2026
MDS090735	PAD,PREP,ALCOHOL,STRL,MEDIUM,2-PLY	H1189	CS	3000 EA / CS	\$ 23.59	APPLICATOR SWABS AND COTTON BALLS	4/1/2026
MDS055004Z	BANDAGE,ELASTIC,SURE-WRAP,4X5YD,CLIPS	H1192	CS	20 EA / CS	\$ 22.97	BANDAGES, DRESSINGS AND RELATED PRODUCTS	4/1/2026
MDS087006LFZ	BANDAGE,ELASTIC,MATRIX,6"X5YD,SELF CLSR	H1193	BX	10 EA / BX	\$ 15.32	BANDAGES, DRESSINGS AND RELATED PRODUCTS	4/1/2026
NON270101Z	TAPE,CLOTH/SILK,CURAD,1"X10YD,LF,12/BX	H1195	BX	12 RL / BX	\$ 11.94	BANDAGES, DRESSINGS AND RELATED PRODUCTS	4/1/2026
MDS149000	PACK,HOT,INSTANT,DLX,NONWOVEN,6" X 8"	H1202	CS	24 EA / CS	\$ 28.36	HEAT AND COLD THERAPY PRODUCTS	4/1/2026
MDS148010	PACK,COLD,INSTNT,DLX,SWEATLESS,5"X7.5"	H1203	CS	24 EA / CS	\$ 26.28	HEAT AND COLD THERAPY PRODUCTS	4/1/2026
NON241286	PAD,SANITARY,11 IN,MAXI,N-STRL,IND WRAP	H1204	CS	288 EA / CS	\$ 21.67	BATH AND BODY	4/1/2026
NON255145	GAUZE,PACKING STRIP,PLAIN,1/4"X5YD,STRL	H1206	CS	12 EA / CS	\$ 20.55	WOUND PACKING PRODUCTS	4/1/2026
NON255125	GAUZE,PACKING STRIP,PLAIN,1/2"X5YD,STRL	H1207	CS	12 EA / CS	\$ 21.88	WOUND PACKING PRODUCTS	4/1/2026
NON255025	GAUZE,PACKING STRIP,PLAIN,2"X5YD,STRL,LF	H1209	CS	12 EA / CS	\$ 34.24	WOUND PACKING PRODUCTS	4/1/2026
NON256145	GAUZE,PACKING STRIP,IODOFORM,1/4"X5YD,ST	H1210	CS	12 EA / CS	\$ 21.13	WOUND PACKING PRODUCTS	4/1/2026
NON256125	GAUZE,PACKING STRIP,IODOFORM,1/2"X5YD,ST	H1211	CS	12 EA / CS	\$ 22.08	WOUND PACKING PRODUCTS	4/1/2026
NON256025H	GAUZE,PACKING STRIP,IODOFORM,2"X5YD,STRL	H1213	BT	1 EA / EA	\$ 3.30	WOUND PACKING PRODUCTS	4/1/2026
MSC9502	BNDG,TUBLR ELST,MEDIGRIP SZ C 2-5/8W	H1221	BX	1 RL / BX	\$ 24.37	BANDAGES, DRESSINGS AND RELATED PRODUCTS	4/1/2026
MSC9505	BNDG, TUBLR ELST, MEDIGRIP SZ F 4"W	H1222	BX	1 RL / BX	\$ 30.62	BANDAGES, DRESSINGS AND RELATED PRODUCTS	4/1/2026
MSC9506	BNDG,TUBLR ELST, MEDIGRIP SZ G 4-3/4W	H1223	BX	1 RL / BX	\$ 30.83	BANDAGES, DRESSINGS AND RELATED PRODUCTS	4/1/2026
DYND10402	TRAY,URETHRAL,PRE-CONN,VINYL,14FR,LF	H1242	CS	20 EA / CS	\$ 78.77	UROLOGICAL TREATMENT PRODUCTS & SUPPLIES	4/1/2026
DYNC1815	TRAY,FOLEY INSERTION,W/30ML SYRINGE,PVP	H1258	CS	20 EA / CS	\$ 57.55	UROLOGICAL TREATMENT PRODUCTS & SUPPLIES	4/1/2026
DYND30330H	CONTAINER,SPECIMEN,STERILE PATH,4OZ	H1261	EA	1 EA / EA	\$ 0.22	SPECIMEN COLLECTION/TRANSPORT COTAINERS	4/1/2026
DYND70113	RED TUBE,RECTAL,POLY-CATH,24FR,NON-STER	H1265	CS	10 EA / CS	\$ 35.64	ENEMA ADMINISTRATION SUPPLIES	4/1/2026
MDS032273H	JELLY, LUBE, STERILE, FOIL PACK, 2.7G	H1325	BX	144 EA / BX	\$ 14.49	DIAGNOSTIC ASSESSMENT/EXAM PRODSGEN USE	4/1/2026
MDS032285Z	JELLY,LUBE,STERILE,FLIP TOP,TUBE,2-OZ	H1326	BX	12 EA / BX	\$ 15.66	DIAGNOSTIC ASSESSMENT/EXAM PRODSGEN USE	4/1/2026
MDS090600	SWABSTICK, LEMON/GLYCERIN, 3/PK	H1336	CS	750 EA / CS	\$ 53.06	DENTAL AND SUBSPECIALTY INSTRUMENTS	4/1/2026
DYND80000	CUP,MEDICINE,GRAD,PLASTIC,1OZ	H1339	CS	5000 EA / CS	\$ 38.96	MED DISPENSING, MEASURING DEVICE	4/1/2026
MDS136408HH	ADHESIVE,DENTURE,SPARKLEFRESH,2.4 OZ	H1342	EA	1 EA / EA	\$ 3.92	DENTAL	4/1/2026
NON243275	PAPER, TISSUE, FACE, STND, 5.7X7, 40SHT/200BX	H1344	CS	200 BX / CS	\$ 131.84	PERSONAL PAPER PRODUCTS	4/1/2026
MPH191101H	CREAM,SHAVE,MEDSPA,11 OZ	H1346	CS	1 EA / EA	\$ 24.18	BATH AND BODY	4/1/2026
NONTP275IH	TOOTHPASTE, SPARKLE FRESH, FLRDE,2.7	H1348	EA	1 EA / EA	\$ 0.64	DENTAL	4/1/2026
CRR107080	ELIMINATOR, ODOR, SPRAY, SIMPLY FRESH, 8OZ	H1350	CS	12 EA / CS	\$ 67.39	CLEANING AND DISINFECTING SOLUTIONS	4/1/2026
MDS096082	TOOTHBRUSH,SPR SOFT,ADULT,GENTLE, INDIV.	H1353	CS	72 EA / CS	\$ 62.06	DENTAL	4/1/2026
DYND70293H	CONTAINER,DENTURE,W/LID,AQUA	H1354	EA	1 EA / EA	\$ 0.12	DENTAL HYGIENE/PREVENTIVE CARE EQUIPMENT	4/1/2026
MDS096571DC	KIT,ORALCARE, SUCTION TOOTHBRUSH,DUOCARE	H1356	CS	100 EA / CS	\$ 211.78	DENTAL AND SUBSPECIALTY INSTRUMENTS	4/1/2026
DYND80454H	TUMBLER,GRAPHITE,9 OZ	H1359	EA	1 EA / EA	\$ 0.07	TABLETOP AND SERVING EQUIPMENT	4/1/2026
DYND80327	Basin,EMESIS,GRAPHITE,500ML	H1360	CS	250 EA / CS	\$ 20.97	BASINS, BEDPANS, URINALS / SUPPLIES	4/1/2026
DYND50216H	TUBING, SUCTION, 3/16" X 6', SCALLOP	H1363	EA	1 EA / EA	\$ 0.81	SURGICAL SUCTION AND IRRIGATION PRODUCTS	4/1/2026
HUD1088	O2 MASK,MULTI-VENT,ADULT,7 TUB SC	H1366	CS	50 EA / CS	\$ 59.50	OXYGEN THERAPY DELIVERY SYSTEMS/SEVICES	4/1/2026
HUD1059	MASK NONREBREATHER ADULT	H1368	CS	50 EA / CS	\$ 49.35	OXYGEN THERAPY DELIVERY SYSTEMS/SEVICES	4/1/2026
HUD1103	O2 CANNULA,ADULT,OVER-EAR,7 TUB,SC	H1372	CS	50 EA / CS	\$ 19.83	OXYGEN THERAPY DELIVERY SYSTEMS/SEVICES	4/1/2026
MSC092554	ZINC, MENTHOL, REMEDY SPECIALIZED,4OZ	H1423	CS	12 EA / CS	\$ 44.63	COMBINATION DERMATOLOGICALS	4/1/2026

MPHSFTY28	LANCET,SAFETY,28G,1.6MM,PUSH BUTTON	H1436	CS	3600 EA / CS	\$ 440.37	SPECIMEN COLLECTION/TRANSPORT COTAINERS	4/1/2026
MDT223025	PIN,SAFETY,SIZE 3,1.75",L,STEEL	H1462	BX	1440 EA / BX	\$ 25.68	SEWING FASTENERS	4/1/2026
TEINI1121	CLIPPER,NAIL,FINGER,FILE	H1463	BX	24 EA / BX	\$ 12.27	BATH AND BODY	4/1/2026
TEINI1122	CLIPPER,NAIL,TOE,FILE,LARGE	H1464	BX	12 EA / BX	\$ 18.21	BATH AND BODY	4/1/2026
MDS137209	COMB,LARGE HANDLE,BLACK	H1466	CS	144 EA / CS	\$ 32.44	BATH AND BODY	4/1/2026
DYND40580	TRAY,TRACH,14FR SUCTION CATH,WHISTLE TIP	H1482	CS	20 EA / CS	\$ 32.47	AIRWAY MANAGEMENT PRODUCTS	4/1/2026
DYND11790	CATHETER,FOLEY,SILI-ELAST,LTX,30FR,30ML	H1511	CS	12 EA / CS	\$ 36.43	UROLOGICAL TREATMENT PRODUCTS & SUPPLIES	4/1/2026
CRI1004	CAP,BOUFFANT,SPUNBOND,BLUE,24"	H1512	CS	500 EA / CS	\$ 21.57	MEDICAL STAFF APPAREL / RELATED RTICLES	4/1/2026
MDS096504	SWAB,ORAL,DENTIPS,TREATED,GREEN,10/PK	H1519	CS	1000 EA / CS	\$ 88.08	DENTAL AND SUBSPECIALTY INSTRUMENTS	4/1/2026
MDS80306B	COMMODE BUCKET WITH LID & METAL HNDL	H1522	CS	6 EA / CS	\$ 34.46	BATHROOM, BATH AID-PHYSICALLY CHALLENGED	4/1/2026
FITPLUSXLG	BRIEF,EXTRA,FITPLUS,XLG,56-64	H1526	CS	80 EA / CS	\$ 33.92	UNDERGARMENTS	4/1/2026
MSC13600A	UNDERWEAR,PROTECTIVE,EXTRA,XL,56-68	H1529	CS	80 EA / CS	\$ 32.66	UNDERGARMENTS	4/1/2026
MSC13505A	UNDERWEAR,PROTECTIVE,EXTRA,LG,40-56	H1531	CS	80 EA / CS	\$ 28.12	UNDERGARMENTS	4/1/2026
MSC13005A	UNDERWEAR,PROTECTIVE,MD,28-40	H1532	CS	80 EA / CS	\$ 26.50	UNDERGARMENTS	4/1/2026
DYND80317	WASHBASIN,ROUND,GRAPHITE,5QT	H1535	CS	50 EA / CS	\$ 47.95	BASINS, BEDPANS, URINALS / SUPPLIES	4/1/2026
DYND30261	BAG,SPECIMEN,BIOHAZARD,ZIP,6X9,POCKT	H1538	CS	1000 EA / CS	\$ 33.21	SPECIMEN COLLECTION/TRANSPORT COTAINERS	4/1/2026
MSCLATSUPPORT	SUPPORT,LATERAL	H1552	EA	1 EA / EA	\$ 189.72	PATIENT TRANSPORT PRODUCTS	4/1/2026
MDS926103	STETHOSCOPE,SINGLE-HEAD,BLUE	H1572	EA	1 EA / EA	\$ 4.94	STETHOSCOPES AND RELATED PRODUCTS	4/1/2026
MDT821203BLCH	BELT, TRANSFER, WIDE, W/HANDLES, BLACK	H1584	EA	1 EA / EA	\$ 21.80	RESTRAINTS AND ACCESSORIES	4/1/2026
MDT823242	PROTECTOR,MITT,FINGER,CLOSED END,PR	H1585	PR	1 PR / PR	\$ 23.65	RESTRAINTS AND ACCESSORIES	4/1/2026
MDTO14119	APRON,SMOKERS,FULL CHEST AND LAP,GRAY	H1601	EA	1 EA / EA	\$ 43.62	LEISURE/RECREATIONAL AIDS F/PHYS CHLLNGD	4/1/2026
MDTDBLTREADXL	SLIPPER,DOUBLE TREAD,BEIGE,X-LARGE	H1606	CS	48 PR / CS	\$ 33.15	PATIENT CLOTHING	4/1/2026
DYND13514	CATHETER,URETHRAL,REDRUBBER,STRL,14FR	H1665	CS	12 EA / CS	\$ 11.17	UROLOGICAL TREATMENT PRODUCTS & SUPPLIES	4/1/2026
NON24265D	DBD-BIB,TISSUE/POLY,19X35,SLIP-ON	H1669	CS	150 EA / CS	\$ 44.13	PATIENT CLOTHING	4/1/2026
MPHBECONFL	FLASHLIGHT, RED COLOR 2D ECONOMY LIGHT	H1897	CS	12 EA / CS	\$ 30.49	MEDICAL EXAM LIGHTS OR LAMPS	4/1/2026
MSCEX33EP	OPTIFOAM GENTLE EX, BORDERED, 3X3	H1904	CS	100 EA / CS	\$ 183.30	BANDAGES, DRESSINGS AND RELATED PRODUCTS	4/1/2026
MSCEX66EP	OPTIFOAM GENTLE EX, BORDERED, 6X6	H1905	CS	100 EA / CS	\$ 280.00	BANDAGES, DRESSINGS AND RELATED PRODUCTS	4/1/2026
BARIBRIEF	BRIEF,ULTRA,4XL,65-94,32/CS,8/BG	H1939	CS	32 EA / CS	\$ 60.71	UNDERGARMENTS	4/1/2026
CPRM4416FP	RESUS,MANUAL,ADLT,BAG,FILTER,PEEP	H1952	CS	6 EA / CS	\$ 90.74	RESUSCITATION SUPPLIES	4/1/2026
EVS8BGBD2901	LINER,DRAWTAPE,BLUE,29X41,1.0 MIL,ROLL	H1958	CS	200 EA / CS	\$ 42.67	MEDLINE EVS PRODUCTS	9/1/2025
EVS8H24338N	LINER,NATURAL,24X33,X LIGHT,ROLL	H1983	CS	1000 EA / CS	\$ 26.18	MEDLINE EVS PRODUCTS	9/1/2025
EVS2601	LOBBY BROOM, PLASTIC, BLACK	H1984	CS	12 EA / CS	\$ 71.52	MEDLINE EVS PRODUCTS	9/1/2025
FITPLUSMD	BRIEF,EXTRA,FITPLUS,MD,32-44	H1994	CS	80 EA / CS	\$ 25.51	UNDERGARMENTS	4/1/2026
DYND11552	CATHETER,FOLEY,100%SILICONE,6FR,3ML,LF	H3012060	CS	10 EA / CS	\$ 209.70	UROLOGICAL TREATMENT PRODUCTS & SUPPLIES	4/1/2026
MDSWBALL	TENNIS BALL GLIDES, 2.5 ", F/WALKER	H3013277	CS	6 PR / CS	\$ 29.81	AMBULATION,TRANSFER,POSITIONING AIDS	4/1/2026
CUR001109H	BACITRACIN+ZINC OIN, 0.9G FOIL PK	H3013312	EA	1 EA / EA	\$ 0.05	COMBINATION ANTI-INFECTIVES	4/1/2026
MNK0015	DRESSING,HONEY,THERAHONEY,1.5 OZ TUBE	H3038	CS	12 EA / CS	\$ 119.49	WOUND CLEANING AND DEBRIDEMENT PRODUCTS	4/1/2026
NON7008HDL	CUP,PAPER,8 OZ, W/HANDLE	H3063	CS	1000 EA / CS	\$ 96.74	DOMESTIC DISPOSABLE KITCHENWARE	4/1/2026
MSCO925BW04	CLEANSER, S/BW, REMEDY ESSENTIALS, 4OZ	H3064	CS	60 EA / CS	\$ 32.79	BATH AND BODY	4/1/2026
MDTSB4830WED	-BLANKET,SPREAD,HERRINGBNE,70X108,WED	H3344780	EA	1 EA / EA	\$ 12.71	HOSPITAL HOUSEKEEPING TEXTILES	4/1/2026
EVSHPAD11GCS	SCRUBBING SPONGE MEDIUM DUTY GREEN	H4014	CS	20 EA / CS	\$ 33.25	MEDLINE EVS PRODUCTS	9/1/2025
NONHCR40XC	LINER,CLEAR, 33X40, 33 GAL, 16 MIC, ROLL	H4020	CS	250 EA / CS	\$ 21.15	MEDLINE EVS PRODUCTS	9/1/2025
EVS8H404816N	LINER,NATURAL,40X48,MEDIUM,ROLL	H4021	CS	250 EA / CS	\$ 27.15	MEDLINE EVS PRODUCTS	9/1/2025
MDS9914HPH	CUFF, BP, DIS, 1T, LG ADL, HP	H4037	EA	1 EA / EA	\$ 1.70	BLOOD PRESSURE UNITS / RELATED PRODUCTS	4/1/2026
MSC263810	WIPE,WET,FLUSHABLE,SCENTED,8X10",24/PK	H4055	CS	24 PK / CS	\$ 47.84	BATH AND BODY	4/1/2026
MSC8744EP	DRESSING,COLLAGEN PURACOL AG+ 4.25"X4.5"	H4065	CS	50 EA / CS	\$ 1,010.61	BANDAGES, DRESSINGS AND RELATED PRODUCTS	4/1/2026
MPHBAA	BATTERY, ALKALINE, MEDCELL, 1.5V, AA	H4066	CS	144 EA / CS	\$ 61.47	BATTERIES AND CELLS AND ACCESSORIES	4/1/2026
MPHBD	BATTERY, ALKALINE, MEDCELL, 1.5V, D	H4067	CS	72 EA / CS	\$ 95.76	BATTERIES AND CELLS AND ACCESSORIES	4/1/2026
MPHBAAA	BATTERY, ALKALINE, MEDCELL, 1.5V, AAA	H4068	CS	144 EA / CS	\$ 38.61	BATTERIES AND CELLS AND ACCESSORIES	4/1/2026
MPHBC	BATTERY, ALKALINE, MEDCELL, 1.5V, C	H4069	CS	72 EA / CS	\$ 67.03	BATTERIES AND CELLS AND ACCESSORIES	4/1/2026
MPHB9V	BATTERY, ALKALINE, MEDCELL, 9V	H4070	CS	72 EA / CS	\$ 82.75	BATTERIES AND CELLS AND ACCESSORIES	4/1/2026
DYND40981	TRAY,CATHETER,SUCTION,12 FR,2 GLV,MINI	H4085	CS	100 EA / CS	\$ 106.15	NONSURGICAL SUCTION PRODUCTS	4/1/2026
DYND11220	CATHETER,FOLEY,COUDE,LATEX,20FR,10ML	H4091	CS	12 EA / CS	\$ 63.19	UROLOGICAL TREATMENT PRODUCTS & SUPPLIES	4/1/2026
DYND11218	CATHETER,FOLEY,COUDE,LATEX,18FR,10ML	H4092	CS	12 EA / CS	\$ 62.60	UROLOGICAL TREATMENT PRODUCTS & SUPPLIES	4/1/2026
ULTRASOFT1013	WIPE,DRY,CLEANSING,10X12", 50/BG	H4105	CS	500 EA / CS	\$ 16.73	BATH AND BODY	4/1/2026
MDS2501	GLOVE,EXAM,NITRILE,SENSICARE-ICE,BLUE,SM	H4106	CS	2500 EA / CS	\$ 102.00	SENSICARE EXAM GLOVE	2/15/2026
MDS2502	GLOVE,EXAM,NITRILE,SENSICARE-ICE,BLUE,MD	H4107	CS	2500 EA / CS	\$ 102.00	SENSICARE EXAM GLOVE	2/15/2026
MDS2503	GLOVE,EXAM,NITRILE,SENSICARE-ICE,BLUE,LG	H4108	CS	2500 EA / CS	\$ 102.00	SENSICARE EXAM GLOVE	2/15/2026
MDS2504	GLOVE,EXAM,NITRILE,SENSICARE-ICE,BLUE,XL	H4109	CS	2300 EA / CS	\$ 102.00	SENSICARE EXAM GLOVE	2/15/2026
MSCO92104	CLEANSER,FOAM,REMEDY CLINICAL, 4OZ	H4165	CS	24 EA / CS	\$ 69.78	BATH AND BODY	4/1/2026
MSCO92532	SILICONE CREAM,REMEDY CLINICAL,2 OZ	H4166	CS	24 EA / CS	\$ 59.32	BATH AND BODY	4/1/2026
MDS0419025	FORCEP,CATHETER,MAGILL,10",25CM	H4298	EA	1 EA / EA	\$ 41.75	SURG CLAMPS/FORCEPS/LIGATORS/OTHPRODS	4/1/2026
DYNUAAP1500S	500ML,PRESSURE INFUSER W/STOPCOCK	H4334	CS	12 EA / CS	\$ 108.49	INTRAVENOUS/ARTERIAL INFUSION BAS/PRODS	4/1/2026
MDS601PD	GARMENT,DVT,INT,GEN1,CALF,SMALL	H4337	CS	10 PR / CS	\$ 133.07	VASCULAR/COMPRESSION THERAPY EQUIP	4/1/2026
MDS601MD	GARMENT,DVT,INT,GEN1,CALF,MEDIUM	H4338	CS	10 PR / CS	\$ 105.54	VASCULAR/COMPRESSION THERAPY EQUIP	4/1/2026
MDS601LD	GARMENT,DVT,INT,GEN1,CALF,LARGE	H4339	CS	10 PR / CS	\$ 145.66	VASCULAR/COMPRESSION THERAPY EQUIP	4/1/2026
MSC6800XL	TWOFLEX XL, 2 LAYER, COMPRESSION SYS	H4354	CS	8 EA / CS	\$ 90.36	BANDAGES, DRESSINGS AND RELATED PRODUCTS	4/1/2026
DYND80565	LID,CLEAR,FOR 80535,80530,805	H4355	CS	50 EA / CS	\$ 6.27	TABLETOP AND SERVING EQUIPMENT	4/1/2026
MSCEDURULER	RULER,EDUCARE WOUND,(PAPER),25/PAD	H4357	PK	250 EA / PK	\$ 16.52	MEDICAL EXAM SIZE MEASURING DEVICES	4/1/2026
NON026370	BAG,PATIENT SET-UP,RESPIRATORY,12X16	H4388	CS	500 EA / CS	\$ 108.71	BASINS, BEDPANS, URINALS / SUPPLIES	4/1/2026
NONZIP810	BAG,PLASTIC,ZIP,WHITE WRITE ON,8X10,2MIL	H4396	CS	1000 EA / CS	\$ 73.33	BAGS	4/1/2026
MSCO92915	LIP BALM, REMEDY PHYTOPLEX, 0.15 OZ	H4410	CS	36 EA / CS	\$ 62.67	BATH AND BODY	4/1/2026
NON270112	TAPE,CLOTH/SILK,CURAD,1/2"X10YD,LF,240/C	H4421	CS	240 RL / CS	\$ 112.77	BANDAGES, DRESSINGS AND RELATED PRODUCTS	4/1/2026
MPOP3X5	PHYS OFF POUCH, SELF SEAL, 3.5 X 5.2	H4449	CS	2000 EA / CS	\$ 66.41	STERILIZATION WRAPS/PACKAGING SUPPLIES	4/1/2026
BRN1333Z	RAZOR,TRIPLE BLADE,W/LUBE STRIP,PK OF 10	H4467	PK	10 EA / BX	\$ 5.94	BATH AND BODY	4/1/2026

DYNDT1094	IRRIGATION W/PISTON SYR TRAY	H4468	CS	20 EA / CS	\$ 90.88	SYRINGES AND ACCESSORIES	4/1/2026
DYND80245H	BEDPAN,STACK-A-PAN,GRAPHITE	H4478	EA	1 EA / EA	\$ 0.72	BASINS, BEDPANS, URINALS / SUPPLIES	4/1/2026
MDTPG5RTSDM	GOWN,PATIENT,DELUXE,TIESIDE,DEMURE PRNT	H5120316	DZ	12 EA / DZ	\$ 39.31	PATIENT CLOTHING	4/1/2026
MDTDBLTREDXXL	SLIPPER,DOUBLE TREAD,GRAY,XX-LARGE	H5129416	CS	48 PR / CS	\$ 34.00	PATIENT CLOTHING	4/1/2026
8850JTHL	PANT,SCRUB,LADIES,ELASTIC,2PKT,CEIL,LG	H5133400	EA	1 EA / EA	\$ 11.80	MEDICAL STAFF APPAREL / RELATED RTICLES	4/1/2026
8850JTHXXL	PANT,SCRUB,LADIES,ELASTIC,2PKT,CEIL,2XL	H5133401	EA	1 EA / EA	\$ 14.20	MEDICAL STAFF APPAREL / RELATED RTICLES	4/1/2026
600NTRM-CM	PANT,SCRUB,REV,A-STAT,RASPBRY,MDL-CC,MD	H5136411	EA	1 EA / EA	\$ 6.82	MEDICAL STAFF APPAREL / RELATED RTICLES	4/1/2026
600NTRL-CM	PANT,SCRUB,REV,A-STAT,RASPBRY,MDL-CC,LG	H5136429	EA	1 EA / EA	\$ 8.54	MEDICAL STAFF APPAREL / RELATED RTICLES	4/1/2026
610NTRM-CM	TOP,SCRUB,REV,A-STAT,RASPBRY,MDL-CC,MD	H5136460	EA	1 EA / EA	\$ 6.04	MEDICAL STAFF APPAREL / RELATED RTICLES	4/1/2026
610NTRL-CM	TOP,SCRUB,REV,A-STAT,RASPBRY,MDL-CC,LG	H5136478	EA	1 EA / EA	\$ 7.10	MEDICAL STAFF APPAREL / RELATED RTICLES	4/1/2026
MTBT4B60	TOWEL,BATH,22X44,BLD,6LB/DZ,100EA/CS	H5150105	CS	100 EA / CS	\$ 140.34	TOWELS	4/1/2026
MTFS4M04	SHEET,FLAT,66X104,MUSLIN,40 EA/CS	H5150106	CS	40 EA / CS	\$ 143.72	HOSPITAL HOUSEKEEPING TEXTILES	4/1/2026
EVSCHM910	BLEACH,LIQUID,MICRO-KILL,RTU,32OZ,12/CS	H5150109	CS	12 EA / CS	\$ 92.22	CLEANING AND DISINFECTING SOLUTIONS	9/1/2025
MSC351400AN	WIPE,GERM,MICROKILLBLEACH,7X8,15OCT	H5150110	CS	8 EA / CS	\$ 98.94	CLEANING RAGS AND CLOTHS AND WIPES	4/1/2026
MDTPB3C40STR	BLANKET,BABY,COTTON,P/B STRIPE,30X40	H5150206	EA	1 EA / EA	\$ 1.02	HOSPITAL HOUSEKEEPING TEXTILES	4/1/2026
EVS204	TOILET BOWL MOP, WHITE, 12 HANDLE	H5231478	CS	100 EA / CS	\$ 81.26	MEDLINE EVS PRODUCTS	9/1/2025
MSCEQCPL1616	CUSHION EQUAGEL CONTOURPLUS16X16	H5233480	EA	1 EA / EA	\$ 331.10	DECUBITUS PREVENTION PRODUCTS	4/1/2026
MSCEQCPL1816	CUSHION,EQUAGEL CONTOURPLUS18X16	H5233481	EA	1 EA / EA	\$ 413.60	DECUBITUS PREVENTION PRODUCTS	4/1/2026
MSCEQCPL2018	CUSHION,EQUAGEL CONTOURPLUS20X18	H5233482	EA	1 EA / EA	\$ 395.59	DECUBITUS PREVENTION PRODUCTS	4/1/2026
MSCEQCPL2218	CUSHION,EQUAGEL CONTOURPLUS22X18	H5233484	EA	1 EA / EA	\$ 397.21	DECUBITUS PREVENTION PRODUCTS	4/1/2026
MSCEQCPL2016	CUSHION,EQUAGEL CONTOURPLUS20X16	H5233486	EA	1 EA / EA	\$ 389.51	DECUBITUS PREVENTION PRODUCTS	4/1/2026
610NHGS-CA	TOP,SCRUB,REV,A-STAT,HUNTER,ANG-CC,SM	H5533300	EA	1 EA / EA	\$ 6.29	MEDICAL STAFF APPAREL / RELATED RTICLES	4/1/2026
610NHGM-CA	TOP,SCRUB,REV,A-STAT,HUNTER,ANG-CC,MD	H5533301	EA	1 EA / EA	\$ 6.29	MEDICAL STAFF APPAREL / RELATED RTICLES	4/1/2026
610NHGL-CA	TOP,SCRUB,REV,A-STAT,HUNTER,ANG-CC,LG	H5533302	EA	1 EA / EA	\$ 6.60	MEDICAL STAFF APPAREL / RELATED RTICLES	4/1/2026
600NHGS-CA	PANT,SCRUB,REV,A-STAT,HUNTER,ANG-CC,SM	H5533306	EA	1 EA / EA	\$ 7.16	MEDICAL STAFF APPAREL / RELATED RTICLES	4/1/2026
600NHGL-CA	PANT,SCRUB,REV,A-STAT,HUNTER,ANG-CC,LG	H5533308	EA	1 EA / EA	\$ 7.16	MEDICAL STAFF APPAREL / RELATED RTICLES	4/1/2026
600NHGX-CA	PANT,SCRUB,REV,A-STAT,HUNTER,ANG-CC,2XL	H5533310	EA	1 EA / EA	\$ 10.91	MEDICAL STAFF APPAREL / RELATED RTICLES	4/1/2026
600NHGM-CA	PANT,SCRUB,REV,A-STAT,HUNTER,ANG-CC,MD	H5533311	EA	1 EA / EA	\$ 7.16	MEDICAL STAFF APPAREL / RELATED RTICLES	4/1/2026
MSC092FFW01	RMDY BABYSHAMPOO BODYWASH,UNSCNTD,.85 OZ	H5577860	CS	144 EA / CS	\$ 52.20	BATH AND BODY	4/1/2026
EVS70111R3	WIPE, DRY FOR CLEANING, REFILL, 6 ROLLS	H5578424	CS	6 RL / CS	\$ 47.12	MEDLINE EVS PRODUCTS	9/1/2025
EVS2600	LOBBY DUST PAN,LOBBYMASTER,PHVC HANDL,BLK	H5584644	EA	1 EA / EA	\$ 14.92	MEDLINE EVS PRODUCTS	9/1/2025
NON26810	PAPER,TOWEL, MULTIFOLD, WHITE, 4000EA/CS	H5584647	CS	4000 EA / CS	\$ 37.71	MEDLINE EVS PRODUCTS	9/1/2025
NON23324H	PAPER,EXAM TABLE,STND,CREPE,18X125, EA	H5600028	EA	1 RL / RL	\$ 2.36	SURG EQUIPMENT/ACCESSORIES	4/1/2026
NON23325H	PAPER,EXAM TABLE,STND,CREPE,21X125	H5600036	RL	1 RL / RL	\$ 2.56	CLINICAL PROCEDURE / EXAMINATION TABLES	4/1/2026
NONBPB4	BAG,PAPER,5X3X10,BROWN	H5600044	CS	500 EA / PK	\$ 18.82	BAGS	4/1/2026
NONBPB6	BAG,PAPER,6X3.5X11,BROWN	H5600051	PK	500 EA / PK	\$ 24.92	BAGS	4/1/2026
NONBPB10	BAG,PAPER,6.5X4X13,BROWN	H5600101	PK	500 EA / PK	\$ 32.42	BAGS	4/1/2026
NONBPB12	BAG,PAPER,7X4X14,BROWN	H5600127	PK	500 EA / PK	\$ 37.61	BAGS	4/1/2026
NONBPB16	BAG,PAPER,7.5X5X16,BROWN	H5600168	PK	500 EA / PK	\$ 64.47	BAGS	4/1/2026
NONBPB20	BAG,PAPER,8.5X5X16,BROWN	H5600200	PK	500 EA / PK	\$ 55.86	BAGS	4/1/2026
NONBPB16BBLH	BAG,PAPER,12X7X17,BROWN	H5600531	PK	250 EA / BN	\$ 120.29	BAGS	4/1/2026
NONZIP1215	BAG,PLASTC,ZIP,WHITE WRITE ON,12X15,2MIL	H5601018	CS	1000 EA / CS	\$ 56.34	BAGS	4/1/2026
NON05005Z	CUP,PAPER,5 OZ	H5603055	PK	100 EA / RL	\$ 5.60	TABLETOP AND SERVING EQUIPMENT	4/1/2026
NONECOHC8H	CUP,COMPOSTABLE,PAPER,8 OZ	H5603063	BG	50 EA / BG	\$ 6.69	DOMESTIC DISPOSABLE KITCHENWARE	4/1/2026
MDT223025Z	PIN,SAFETY,SIZE 3, 1,STEEL	H5609409	BG	144 EA / GR	\$ 2.57	SEWING FASTENERS	4/1/2026
NON27800	PAPER, TOILET, 2PLY, 4"X4", 500SHTS/96RL	H5610662	CS	96 EA / CS	\$ 49.74	MEDLINE EVS PRODUCTS	9/1/2025
NON26899	PAPER, TOILET ST CVR,1/2FO,REFILL,5000CS	H5610664	CS	5000 EA / CS	\$ 39.90	MEDLINE EVS PRODUCTS	9/1/2025
EVSBL375013BP	LINER,BLUE,SOILEDLINEN,37X50,ROLL	H5611894	CS	150 EA / CS	\$ 68.56	MEDLINE EVS PRODUCTS	9/1/2025
RDWL38B	LINER,WHITE,SOILED LIN,29X38,.79MIL,ROLL	H5611895	CS	240 EA / CS	\$ 45.86	MEDLINE EVS PRODUCTS	9/1/2025
Rddb43B	LINER,DK BLUE,SOILED LN,29X43,.79MIL,ROL	H5611896	CS	240 EA / CS	\$ 57.97	MEDLINE EVS PRODUCTS	9/1/2025
NON6030758C	LINER,CART,CLEAR,60X30X75,.80 MIL, ROLL	H5611897	CS	125 EA / CS	\$ 129.85	MEDLINE EVS PRODUCTS	9/1/2025
EVSCHM820	DETERGENT,LAUNDRY,FREECLEAR,1-GAL	H5631295	CS	4 EA / CS	\$ 67.02	CLEANING AND DISINFECTING SOLUTIONS	4/1/2026
MDTBT4B60T	DBD-TOWEL,BATH,WHI,22X44,6.0LB/DZ,BLEND,	H5689322	DZ	12 EA / DZ	\$ 14.78	TOWELS	4/1/2026
CUR9313	DBD-GLOVE,EXAM,NITRILE,TXT,PF,LF,XS	H6000584	CS	1500 EA / CS	\$ 107.01	MEDICAL GLOVES AND ACCESSORIES	4/1/2026
DYNDLAZ	LUER ADAPTER	H7000078	BX	100 EA / BX	\$ 45.95	LABORATORY OR SAMPLING SYRINGES	4/1/2026
MDS133040C	ID BAND,OB 4 PRT SET,INSRT CARD SNAP,CLR	H7000483	BX	100 ST / BX	\$ 104.57	MEDICAL DOCUMENTATION PRODUCTS	4/1/2026
MDS202055H	APPLICATOR,COTTON-TIP,WOOD,6,NS	H7000607	BG	100 EA / BG	\$ 0.60	APPLICATOR SWABS AND COTTON BALLS	4/1/2026
MDS202000P	APPLICATOR,COTTON-TIP,WOOD,6,STRL	H7000707	EA	5 PR / PK	\$ 0.06	APPLICATOR SWABS AND COTTON BALLS	4/1/2026
NON24293H	ARMBOARD,IV,WRIST,DISPOSABLE,3X9	H7001233	EA	1 EA / EA	\$ 0.89	INTRAVENOUS/ARTERIAL CATH/NEEDLEAIDS	4/1/2026
DYNJAAP15005H	500ML,PRESSURE INFUSER W/STOPCOCK	H7002157	EA	1 EA / EA	\$ 9.22	INTRAVENOUS/ARTERIAL INFUSION BAS/PRODS	4/1/2026
DYND364976H	CONTAINER,SPEC,PORT ACCESS,STRL PATH	H7002406	EA	1 EA / EA	\$ 0.72	SPECIMEN COLLECTION/TRANSPORT CONTAINERS	4/1/2026
DYND25205	DRAINBAG,ANTI-REFLUX TOWER,L/F,2000ML	H7002702	CS	20 EA / CS	\$ 78.84	UROLOGICAL TREATMENT PRODUCTS & SUPPLIES	4/1/2026
MDSE2RDCP	ELECTRODES,TENS,PLATINUM,CLOTH, 2" RND	H7002908	BX	40 EA / BX	\$ 35.42	ELECTROTHERAPY EQUIPMENT	4/1/2026
MDSE2X35CP	ELECTRODES,TENS,PLATINUM,CLOTH, 2X3.5	H7002909	BX	40 EA / BX	\$ 56.56	ELECTROTHERAPY EQUIPMENT	4/1/2026
NON25501H	BANDAGE,ADHESIVE,PLASTIC,SPOT,7/8",ST,LF	H7002959	BX	100 EA / BX	\$ 1.16	BANDAGES, DRESSINGS AND RELATED PRODUCTS	4/1/2026
NON25650Z	BANDAGE,ADHESIVE,FABRIC,3/4"X3",STRL,LF	H7003007	BX	100 EA / BX	\$ 1.59	BANDAGES, DRESSINGS AND RELATED PRODUCTS	4/1/2026
NON25498H	BANDAGE,GAUZE,CONFORMING,4"X75",STRL,LF	H7003205	BX	12 EA / BX	\$ 2.53	BANDAGES, DRESSINGS AND RELATED PRODUCTS	4/1/2026
MDS087006LF	BANDAGE,ELASTIC,MATRIX,6"X5YD,LF,HOOK&LP	H7003601	CS	50 EA / CS	\$ 72.55	BANDAGES, DRESSINGS AND RELATED PRODUCTS	4/1/2026
DYNJ05154LFH	BANDAGE,ELASTIC,MATRIX,STERILE,4"X5YD,LF	H7003650	EA	1 EA / EA	\$ 2.27	BANDAGES, DRESSINGS AND RELATED PRODUCTS	4/1/2026
DYNJ05156LFH	BANDAGE,ELASTIC,MATRIX,STERILE,6"X5YD,LF	H7003684	EA	1 EA / EA	\$ 1.72	BANDAGES, DRESSINGS AND RELATED PRODUCTS	4/1/2026
DYND80347	WASHBASIN,RECTANGULAR,GRAPHITE,6 QT	H7003692	CS	50 EA / CS	\$ 25.27	BASINS, BEDPANS, URINALS / SUPPLIES	4/1/2026
DYND80245	BEDPAN,STACK-A-PAN,GRAPHITE	H7003700	CS	50 EA / CS	\$ 36.10	BASINS, BEDPANS, URINALS / SUPPLIES	4/1/2026
DYNC8522	BEDPAN,FRACTURE,GRAPHITE,24 EA	H7003726	CS	24 EA / CS	\$ 21.01	BASINS, BEDPANS, URINALS / SUPPLIES	4/1/2026
MDS9741HP	CUFF, BP, SFT, DIS, 1T, NEO1, HP	H7005226	BG	10 EA / BG	\$ 27.50	BLOOD PRESSURE UNITS / RELATED PRODUCTS	4/1/2026
MDS9742HP	CUFF, BP, SFT, DIS, 1T, NEO2, HP	H7005242	BG	10 EA / BG	\$ 23.58	BLOOD PRESSURE UNITS / RELATED PRODUCTS	4/1/2026

MDS9743HPH	CUFF, BP, SFT, DIS, 1T, NEO3, HP	H7005267	EA	1 EA / EA	\$ 2.23	BLOOD PRESSURE UNITS / RELATED PRODUCTS	4/1/2026
MDS9744HPH	CUFF, BP, SFT, DIS, 1T, NEO4, HP	H7005283	EA	1 EA / EA	\$ 2.22	BLOOD PRESSURE UNITS / RELATED PRODUCTS	4/1/2026
MDS86415H1	CANE,STARD,ALUM,BLACK,30-38	H7005804	EA	1 EA / EA	\$ 5.69	AMBULATION,TRANSFER,POSITIONING AIDS	4/1/2026
CRI1202Z	CAP,BOUFFANT,MEDWEIGHT SPUNBOND,BLUE,24"	H7006109	BX	100 EA / BX	\$ 6.80	MEDICAL STAFF APPAREL / RELATED RTICLES	4/1/2026
DYND40971	KIT,CATHETER,SUCTION,12FR,WHISTL,2 GLVS	H7006274	CS	50 EA / CS	\$ 33.43	NONSURGICAL SUCTION PRODUCTS	4/1/2026
DYND11553	CATHETER,FOLEY,100% SILICONE,8FR,5ML,LF	H7006307	CS	10 EA / CS	\$ 72.47	UROLOGICAL TREATMENT PRODUCTS & SUPPLIES	4/1/2026
DYND11554	CATHETER,FOLEY,100% SILICONE,10FR,5ML,LF	H7006406	CS	10 EA / CS	\$ 60.80	UROLOGICAL TREATMENT PRODUCTS & SUPPLIES	4/1/2026
DYND11500H	CATHETER,FOLEY,100%SILICONE,12FR,10ML,LF	H7006505	EA	1 EA / EA	\$ 2.39	UROLOGICAL TREATMENT PRODUCTS & SUPPLIES	4/1/2026
DYND11501H	CATHETER,FOLEY,100%SILICONE,14FR,10ML,LF	H7006604	EA	1 EA / EA	\$ 4.33	UROLOGICAL TREATMENT PRODUCTS & SUPPLIES	4/1/2026
DYND11502H	CATHETER,FOLEY,100%SILICONE,16FR,10ML,LF	H7006703	EA	1 EA / EA	\$ 5.69	UROLOGICAL TREATMENT PRODUCTS & SUPPLIES	4/1/2026
DYND11503H	CATHETER,FOLEY,100%SILICONE,18FR,10ML,LF	H7006802	EA	1 EA / EA	\$ 7.50	UROLOGICAL TREATMENT PRODUCTS & SUPPLIES	4/1/2026
DYND11504	CATHETER,FOLEY,100%SILICONE,20FR,10ML,LF	H7006901	CS	10 EA / CS	\$ 40.00	UROLOGICAL TREATMENT PRODUCTS & SUPPLIES	4/1/2026
DYND11505	CATHETER,FOLEY,100%SILICONE,22FR,10ML,LF	H7007008	CS	10 EA / CS	\$ 36.33	UROLOGICAL TREATMENT PRODUCTS & SUPPLIES	4/1/2026
DYND11506	CATHETER,FOLEY,100%SILICONE,24FR,10ML,LF	H7007107	CS	10 EA / CS	\$ 45.48	UROLOGICAL TREATMENT PRODUCTS & SUPPLIES	4/1/2026
DYND12200H	PLUG,CATHETER,DRAINAGE PROTECTOR,TUBE	H7010705	EA	1 EA / EA	\$ 0.28	UROLOGICAL TREATMENT PRODUCTS & SUPPLIES	4/1/2026
DYND13508	CATHETER,URETHRAL,REDRUBBER,STERILE,8FR	H7010804	CS	12 EA / CS	\$ 12.74	UROLOGICAL TREATMENT PRODUCTS & SUPPLIES	4/1/2026
DYND13510	CATHETER,URETHRAL,REDRUBBER,STR,L,10FR	H7010903	CS	12 EA / CS	\$ 15.26	UROLOGICAL TREATMENT PRODUCTS & SUPPLIES	4/1/2026
DYND13512H	CATHETER,URETHRAL,REDRUBBER,STR,L,12FR	H7011000	EA	1 EA / EA	\$ 0.89	UROLOGICAL TREATMENT PRODUCTS & SUPPLIES	4/1/2026
MSC9503	BNDG, TUBLR ELST, MEDIGRIP SZ D 3"W	H7011025	RL	1 RL / BX	\$ 25.48	BANDAGES, DRESSINGS AND RELATED PRODUCTS	4/1/2026
POD14211N	GEL DIGITAL TUBE NARROW-6 X 3/4,3/PK	H7011174	PK	1 PK / PK	\$ 8.89	ORTHOPEDIC SOFTGOODS FOR LOWER EXTREMITY	4/1/2026
POD14211W	GEL DIGITAL TUBE WIDE-6 X 1,3/PK	H7011175	PK	1 PK / PK	\$ 10.08	ORTHOPEDIC SOFTGOODS FOR LOWER EXTREMITY	4/1/2026
MDSA1240	AID,SOCK,SOFT,GRAY	H7011247	CS	24 EA / CS	\$ 167.04	DESSING/GROOMING AIDS-PHY.CHALLENGED	4/1/2026
PRM088001	BANDAGE,COHESIVE,TAN,1X5YD,LF,NS	H7011700	CS	30 EA / CS	\$ 19.45	BANDAGES, DRESSINGS AND RELATED PRODUCTS	4/1/2026
DYND40972	KIT,CATHETER,SUCTION,14 FR,WHISTL,2 GLV	H7011901	CS	50 EA / CS	\$ 31.95	NONSURGICAL SUCTION PRODUCTS	4/1/2026
DYND40970H	KIT,CATHETER,SUCTION,10FR,WHISTL,2 GLV	H7011950	EA	1 EA / EA	\$ 0.72	NONSURGICAL SUCTION PRODUCTS	4/1/2026
DYND40702FH	CATHETER,SUCTION,14FR,WHISTL,SLEEVE,CUP	H7012008	EA	1 EA / EA	\$ 1.31	NONSURGICAL SUCTION PRODUCTS	4/1/2026
DYND40978H	KIT,CATHETER,SUCTION,8 FR,DELEE,2 GLV	H7012057	EA	1 EA / EA	\$ 0.72	NONSURGICAL SUCTION PRODUCTS	4/1/2026
MDS098016	ALCOHOL,RUBBING,70PERCN ISOPROPYL,1-GAL	H7012356	CS	4 EA / CS	\$ 71.13	ANTISEPTIC ALCOHOLS	4/1/2026
ESCT000	CAUTERY, LOW TEMP FINE TIP	H7013907	BX	10 EA / BX	\$ 121.64	SURGICAL SUPPORT SUPPLIES	4/1/2026
ESCT001	CAUTERY, HIGH TEMP FINE TIP	H7013908	BX	10 EA / BX	\$ 129.22	SURGICAL SUPPORT SUPPLIES	4/1/2026
MDS137209H	COMB,LARGE HANDLE,BLACK	H7014707	EA	1 EA / EA	\$ 0.23	BATH AND BODY	4/1/2026
MDS209555	CURETTE, EAR, WHITE,4MM, LOOP, 50/BX	H7015117	BX	50 EA / BX	\$ 52.05	SURG CUTTING INSTRU/SNARES/OTH PODS	4/1/2026
DYND50519H	CONNECTOR,TUBING,6-IN-1 Y,STERILE	H7015506	EA	1 EA / EA	\$ 0.84	OXYGEN THERAPY DELIVERY SYSTEMS/SEVICES	4/1/2026
DYND34260	CONTAINER, PATHOLOGY W/ LID, 16 OZ	H7015555	CS	100 EA / CS	\$ 27.92	SPECIMEN COLLECTION/TRANSPORT COTAINERS	4/1/2026
DYND34265	CONTAINER, PATHOLOGY W/ LID, 32 OZ	H7015563	CS	100 EA / CS	\$ 37.26	SPECIMEN COLLECTION/TRANSPORT COTAINERS	4/1/2026
TAA80536	CRUTCH,ALUM,YOUTH,LF,300LB	H7016009	CS	8 PR / CS	\$ 192.49	AMBULATION,TRANSFER,POSITIONING AIDS	4/1/2026
MDSV80535	CRUTCH,ALUM.,ADULT,MED,LF,300 LB	H7016108	CS	8 PR / CS	\$ 121.86	AMBULATION,TRANSFER,POSITIONING AIDS	4/1/2026
DYND70294BH	CONTAINER,DENTURE,HOT PINK,CUP	H7016405	EA	1 EA / EA	\$ 0.40	DENTAL HYGIENE/PREVENTIVE CARE EQUIPMENT	4/1/2026
DYND80000H	CUP,MEDICINE,GRAD,PLASTIC,1OZ	H7016504	SL	100 EA / PK	\$ 0.81	MED DISPENSING, MEASURING DEVICE	4/1/2026
NON024220Z	CUP,PAPER,1 OZ,SOUFFLE	H7016603	BX	250 EA / BX	\$ 3.51	TABLETOP AND SERVING EQUIPMENT	4/1/2026
NON024215H	CUP,PAPER,0.75 OZ,SOUFFLE	H7016604	BX	250 EA / BX	\$ 2.63	TABLETOP AND SERVING EQUIPMENT	4/1/2026
MDSR019987	SHOEHORN, STEEL, RED GRIP 24"	H7016653	EA	1 EA / EA	\$ 4.47	DESSING/GROOMING AIDS-PHY.CHALLENGED	4/1/2026
MSC095010	ANTIPER/DEODORANT,ROLL-ON,1.5 OZ	H7018013	CS	96 EA / CS	\$ 38.21	BATH AND BODY	4/1/2026
MBD3001	DIAPER,BABY,SIZE 1,8-14LB	H7018401	CS	200 EA / CS	\$ 37.27	UNDERGARMENTS	4/1/2026
DYND50429	PENROSE DRAIN, LATEX FREE, 18X1 STRL	H7019607	CS	25 EA / CS	\$ 177.45	SURGICAL SUPPORT SUPPLIES	4/1/2026
NON21003	FIELD,STERILE,TISSUE-POLY-TISS,18X26	H7020407	CS	300 EA / CS	\$ 84.15	SURGICAL TEXTILES	4/1/2026
NON2439AH	SHEET,DISP, TISSUE,2PLY,WHITE,40X60,100CS	H7020480	EA	1 EA / EA	\$ 0.21	HOSPITAL HOUSEKEEPING TEXTILES	4/1/2026
DYNSD1010	DRAPE,TOWEL,LARGE,INVISISHIELD	H7020506	CS	40 EA / CS	\$ 69.17	SURGICAL TEXTILES	4/1/2026
NON21004Z	DBD-FIELD,STERILE,18"X26",FENESTRATION,2	H7020555	BX	50 EA / BX	\$ 22.53	SURGICAL TEXTILES	4/1/2026
PRM21450	PAD,ABDOMINAL,5"X9",ST,LF,25/BX	H7020704	CS	400 EA / CS	\$ 34.45	BANDAGES, DRESSINGS AND RELATED PRODUCTS	4/1/2026
PRM21454	PAD,ABDOMINAL,8"X10",ST,LF	H7020803	CS	320 EA / CS	\$ 42.58	BANDAGES, DRESSINGS AND RELATED PRODUCTS	4/1/2026
NON21420	GAUZE,SPONGE,2"X2",8PLY,STERILE,LF,2'S	H7020902	CS	3000 EA / CS	\$ 42.00	BANDAGES, DRESSINGS AND RELATED PRODUCTS	4/1/2026
NON25208H	GAUZE,SPONGE,2"X2",8PLY,NS,LF,200/PK	H7021009	BG	200 EA / PK	\$ 0.99	BANDAGES, DRESSINGS AND RELATED PRODUCTS	4/1/2026
NON25408	GAUZE,SPONGE,4"X4",8PLY,WOVEN,NS,LF	H7021108	CS	4000 EA / CS	\$ 57.40	BANDAGES, DRESSINGS AND RELATED PRODUCTS	4/1/2026
NON25524Z	BANDAGE,ADHESVE,FABRIC,2"X4",ST,LF,50/BX	H7021207	BX	50 EA / BX	\$ 2.79	BANDAGES, DRESSINGS AND RELATED PRODUCTS	4/1/2026
MSC32410Z	GAUZE,BORDER,4"X10", (2X8"PAD),STERILE	H7021249	BX	15 EA / BX	\$ 11.62	BANDAGES, DRESSINGS AND RELATED PRODUCTS	4/1/2026
NON21600Z	PAD,EYE,1-5/8X2 5/8,STERILE,LF,1/PK	H7021306	BX	50 EA / BX	\$ 3.55	BANDAGES, DRESSINGS AND RELATED PRODUCTS	4/1/2026
NON21444H	GAUZE,SPONGE,4"X4",4PLY,STR,L,LF	H7021355	BX	100 EA / BX	\$ 2.39	BANDAGES, DRESSINGS AND RELATED PRODUCTS	4/1/2026
NON25442H	GAUZE,SPONGE,POST-OP,4X4,NS,LF	H7021405	BG	100 EA / BG	\$ 2.31	BANDAGES, DRESSINGS AND RELATED PRODUCTS	4/1/2026
CUR250330Z	DRESSING,GAUZE,OIL EMULSION,CURAD,3"X3"	H7021520	BX	50 EA / BX	\$ 13.17	BANDAGES, DRESSINGS AND RELATED PRODUCTS	4/1/2026
MDSAGR26H	REACHER,PISTOL GRIP,26"	H7021635	EA	1 EA / EA	\$ 3.67	REACHING/GRIPPING AIDS-PHYSICALLY CHAL	9/1/2025
MSC5444	HYDROCOLLOID, EXUDERM SATIN, 4X4	H7021645	BX	10 EA / BX	\$ 18.03	BANDAGES, DRESSINGS AND RELATED PRODUCTS	4/1/2026
0000000000006636	FORCEP,9 1/2 SPONGE (237) ST	H7022482	CS	20 EA/CS	\$ 229.66	INTUBATION SUPPLIES	4/1/2026
MSC2302	DRESSING,TRNSPRNT,SURESITE,2.375"X2.75"	H7022916	BX	100 EA / BX	\$ 22.97	BANDAGES, DRESSINGS AND RELATED PRODUCTS	4/1/2026
MSC2304H	DRESSING,TRNSPRNT,SURESITE,4X4.5"	H7022924	EA	1 EA / EA	\$ 1.49	BANDAGES, DRESSINGS AND RELATED PRODUCTS	4/1/2026
MSC2706H	DRESSING,TRNSPRNT,SURESITE123,6"X8"	H7022932	EA	1 EA / EA	\$ 2.21	BANDAGES, DRESSINGS AND RELATED PRODUCTS	4/1/2026
CUR251390H	DRESSING,GAUZE,PETROLATUM,CURAD,3"X9",ST	H7023005	EA	1 EA / EA	\$ 0.39	BANDAGES, DRESSINGS AND RELATED PRODUCTS	4/1/2026
NON25710	PAD,NON-ADHERENT,3X4,STERILE,LF,1/PK	H7023203	CS	1200 EA / CS	\$ 69.68	BANDAGES, DRESSINGS AND RELATED PRODUCTS	4/1/2026
NON25720H	PAD,NON-ADHERENT,3X8,STERILE,LF,1/PK	H7023302	EA	1 EA / EA	\$ 0.09	BANDAGES, DRESSINGS AND RELATED PRODUCTS	4/1/2026
NON25853H	GAUZE,SPONGE,FLUFF,6"X6.75",STR,L,5/TRAY	H7023401	PK	5 EA / TR	\$ 0.51	BANDAGES, DRESSINGS AND RELATED PRODUCTS	4/1/2026
NON256000	GAUZE,SPONGE,DRAIN,4"X4",6PLY,STR,L,2'S	H7023500	CS	600 EA / CS	\$ 26.26	BANDAGES, DRESSINGS AND RELATED PRODUCTS	4/1/2026
MSC2701H	DRESSING,TRNSPRNT,SURESITE123,1.52X1	H7023575	EA	1 EA / EA	\$ 0.23	BANDAGES, DRESSINGS AND RELATED PRODUCTS	4/1/2026
CUR253590	DRESSING,GAUZE,XEROFORM,CURAD,5"X9",ST	H7023609	CS	200 EA / CS	\$ 117.74	BANDAGES, DRESSINGS AND RELATED PRODUCTS	4/1/2026
CUR253220Z	DRESSING,GAUZE,XEROFORM,CURAD,2"X2",ST	H7023658	BX	25 EA / BX	\$ 11.86	BANDAGES, DRESSINGS AND RELATED PRODUCTS	4/1/2026
DYND70102	BAG,ENEMA,W/SLIDE CLAMP,POLYBAG	H7024714	CS	48 EA / CS	\$ 70.56	ENEMA ADMINISTRATION SUPPLIES	4/1/2026

MPP100520GS	POUCH,STERILIZATION,SELF-SEAL,3.5 X 9	H7024805	CS	2000 EA / CS	\$ 105.28	STERILIZATION WRAPS/PACKAGING SUPPLIES	4/1/2026
DYND23404H	CATHETER,MALE,EXTERNAL,SIL,IN, T1, 3	H7025307	EA	1 EA / EA	\$ 1.41	UROLOGICAL TREATMENT PRODUCTS & SUPPLIES	4/1/2026
DYND23402H	CATHETER,MALE,EXTERNAL,MD,T1,25MM	H7025323	EA	1 EA / EA	\$ 1.35	UROLOGICAL TREATMENT PRODUCTS & SUPPLIES	4/1/2026
DYND23400H	CATHETER,MALE,EXTERNAL,SIL,SM, T1, 25MM	H7025349	EA	1 EA / EA	\$ 1.45	UROLOGICAL TREATMENT PRODUCTS & SUPPLIES	4/1/2026
MCHEM110	FORMALIN,10% NEUTRAL BUFFERED,4X1 GALLON	H7025620	CS	4 EA / CS	\$ 77.18	FIXATIVES	4/1/2026
MCHEMPF60NZ	FORMALIN,10%NBF,60ML,PRE-FILL CONTAINER	H7025661	BX	24 EA / BX	\$ 13.72	SPECIMEN COLLECTION/TRANSPORT COTAINERS	4/1/2026
MDS092005H	GEL,ULTRASOUND,BOTTLE,8.5-OZ,BLUE	H7025901	EA	1 EA / EA	\$ 1.74	MED ULTRASOUND/DOPPLER/ECHO IMAGNG PROD	4/1/2026
TRG500M	GLOVE,EXAM,NITRILE,PF,SELECT,MD	H7026156	CS	2500 EA / CS	\$ 175.99	MEDICAL GLOVES AND ACCESSORIES	4/1/2026
DYNJP20025H	GOWN,SIRUS,NONRNF,SETINSLV,XL,1EA	H7027709	PK	1 EA / EA	\$ 2.15	SURGICAL TEXTILES	4/1/2026
NONLV240XL	GOWN,ISO,LVL2,SMS,THUMBLOOP,OVRHD,YEL,XL	H7027790	CS	100 EA / CS	\$ 96.22	MEDICAL STAFF APPAREL / RELATED RTICLES	4/1/2026
NONLV240H	GOWN,ISO,LVL2,SMS,THUMBLOOP,OVRHD,YL,REG	H7027791	EA	1 EA / EA	\$ 0.92	MEDICAL STAFF APPAREL / RELATED RTICLES	4/1/2026
NONLV410	GOWN,LVL4,OPENBK,THUMBLOOP,OVRHD,BLU,REG	H7027832	CS	100 EA / CS	\$ 153.58	MEDICAL STAFF APPAREL / RELATED RTICLES	4/1/2026
NONLV410XL	GOWN,LVL4,OPENBK,THUMBLOOP,OVRHD,BLUE,XL	H7027833	CS	100 EA / CS	\$ 174.60	MEDICAL STAFF APPAREL / RELATED RTICLES	4/1/2026
MDT211434PBH	CAP,INFANT,PINK/BLUE STRIPES,50EA/PK	H7028251	EA	1 EA / EA	\$ 0.36	PATIENT CLOTHING	4/1/2026
DYND04010H	FORCEP,KELLY,5.5",CURVED,DISP	H7028806	EA	1 EA / EA	\$ 2.10	SURG CLAMPS/FORCEPS/LIGATORS/OTHPRODS	4/1/2026
65945H	STERILE S/B SCISSOR 5-1/2 1140	H7028863	EA	1 EA / EA	\$ 4.69	SURG CUTTING INSTRU/SNARES/OTH PODS	4/1/2026
MDS251726LF	SPONGE,LAP,17"X26",XRAY,ST,5/PK,20PK/CS	H7030158	CS	100 EA / CS	\$ 48.68	SURGICAL SUPPORT SUPPLIES	4/1/2026
MDSR008783	BLOCKS,FOAM,SOFT,PIPK,16PK	H7030854	PK	16 EA / PK	\$ 39.31	AMBULATION,TRANSFER,POSITIONING AIDS	4/1/2026
MDSBND50YDL	EXERCISE BAND,50-YD,LATEX,ORANGE,LT	H7030857	EA	1 EA / EA	\$ 71.32	REHAB EXERCISE DEVICES / EQUIPMET	4/1/2026
MDSBND50YDM	EXERCISE BAND,50-YD,LATEX,GREEN,MED	H7030858	EA	1 EA / EA	\$ 54.16	REHAB EXERCISE DEVICES / EQUIPMET	4/1/2026
MDSBND50YDH	EXERCISE BAND,50-YD,LATEX,BLUE,HVY	H7030859	EA	1 EA / EA	\$ 84.03	REHAB EXERCISE DEVICES / EQUIPMET	4/1/2026
MDSBND50YDXH	EXERCISE BAND,50-YD,LATEX,PLUM X-HVY	H7030860	EA	1 EA / EA	\$ 71.31	REHAB EXERCISE DEVICES / EQUIPMET	4/1/2026
MDSBND50YXXH	EXERCISE BAND,50-YD,LATEX GRAY XX-HVY	H7030862	EA	1 EA / EA	\$ 86.10	REHAB EXERCISE DEVICES / EQUIPMET	4/1/2026
ORT19700	SUPPORT,WRIST,WRAP-AROUND,UNIV,EA	H7031156	EA	1 EA / EA	\$ 4.10	ORTHOPEDIC SOFTGOODS/PARTS/ACCESORIES	4/1/2026
MDSPTY40ZFH	PUTTY,HAND THERAPY,F,BLUEBERRY,4OZ	H7031869	EA	1 EA / EA	\$ 3.63	REHAB EXERCISE DEVICES / EQUIPMET	4/1/2026
MDSPTY40ZMH	PUTTY,HAND THERAPY,M,LIME GREEN,4OZ	H7031870	EA	1 EA / EA	\$ 3.63	REHAB EXERCISE DEVICES / EQUIPMET	4/1/2026
MDSPTY40ZSH	PUTTY,HAND THERAPY,S,ORANGE,4OZ	H7031871	EA	1 EA / EA	\$ 3.63	REHAB EXERCISE DEVICES / EQUIPMET	4/1/2026
ORT23200XL	SUPPORT,KNEE,W/OPEN PATELLA,XL,EA	H7032063	EA	1 EA / EA	\$ 10.29	ORTHOPEDIC SOFTGOODS FOR LOWER EXTREMITY	4/1/2026
DYND30228H	KIT,MIDSTREAM,HANDLE,SOAP,4OZ CUP,VA	H7033509	EA	1 EA / EA	\$ 1.08	SPECIMEN COLLECTION/TRANSPORT COTAINERS	4/1/2026
DYND30224	KIT,MIDSTREAM,HANDLE/BZK,4OZ CUP,VALUE	H7033510	CS	100 EA / CS	\$ 76.75	MANUAL TEST KITS, CALIBRATORS /SANDARDS	4/1/2026
NON24274	APRON,POLY,28X46,PULLOVER,MIDWT,WHITE	H7033695	CS	500 EA / CS	\$ 43.06	MEDICAL STAFF APPAREL / RELATED RTICLES	4/1/2026
ULTRASOFT1214	WIPE,DRY,CLEANSING,12X13", 90/PK	H7033956	CS	1080 EA / CS	\$ 32.02	BATH AND BODY	4/1/2026
DYND80528	LINER,PLASTIC INSIDE,F/D805,35,21	H7034903	CS	500 EA / CS	\$ 41.00	BASINS, BEDPANS, URINALS / SUPPLIES	4/1/2026
NON27120	MASK, LOOP, YELLOW, LVL 1	H7035611	CS	300 EA / CS	\$ 28.55	SURGICAL TEXTILES	4/1/2026
CTR000413	MOUTHWASH,ALCOHOL FREE,4 OZ	H7035702	CS	60 BT / CS	\$ 30.16	DENTAL	4/1/2026
SYR110022FH	NEEDLE,BLUNT,FILTER, 18GX1.5"	H7036106	EA	1 EA / EA	\$ 0.24	INJECTION, ASPIRATION NEEDLES /SUPPLIES	4/1/2026
NON256145H	GAUZE,PACKING STRIP,IODOFORM,1/4"X5YD,ST	H7038508	JR	1 EA / EA	\$ 1.76	WOUND PACKING PRODUCTS	4/1/2026
NON256125H	GAUZE,PACKING STRIP,IODOFORM,1/2"X5YD,ST	H7038607	EA	1 EA / EA	\$ 1.84	WOUND PACKING PRODUCTS	4/1/2026
NON256015H	GAUZE,PACKING STRIP,IODOFORM,1"X5YD,STRL	H7038706	EA	1 EA / EA	\$ 2.35	WOUND PACKING PRODUCTS	4/1/2026
NON255125H	GAUZE,PACKING STRIP,PLAIN,1/2"X5YD,STRL	H7039001	EA	1 EA / EA	\$ 2.01	WOUND PACKING PRODUCTS	4/1/2026
NON255015H	GAUZE,PACKING STRIP,PLAIN,1"X5YD,STRL,LF	H7039100	EA	1 EA / EA	\$ 2.15	WOUND PACKING PRODUCTS	4/1/2026
MDS89664	COMMODOE,3-IN-1,STEEL,350 LB.	H7039202	CS	4 EA / CS	\$ 101.61	BATHROOM, BATH AID-PHYSICALLY CHLLENGED	4/1/2026
NON255025H	GAUZE,PACKING STRIP,PLAIN,2"X5YD,STRL,LF	H7039209	EA	1 EA / EA	\$ 3.14	WOUND PACKING PRODUCTS	4/1/2026
NON081141ECHO	POSITIONER, HEAD, RING CUSHION, 9IN,ECO	H7039605	EA	1 EA / EA	\$ 1.87	AMBULATION,TRANSFER,POSITIONING AIDS	4/1/2026
MDS138007	WARMER,HEEL,INFANT,GEL PK,100CS	H7039642	CS	100 EA / CS	\$ 113.72	SPECIMEN COLLECTION/TRANSPORT COTAINERS	4/1/2026
DYNDJP9010SH	PACK,LITHOTOMY,PK II,SIRUS,1EA	H7040157	EA	1 EA / EA	\$ 5.94	SURGICAL SUPPORT SUPPLIES	4/1/2026
NON081440	PROTECTOR,HEEL,CONV FOAM,36PR/CS	H7040207	CS	72 EA / CS	\$ 189.21	ORTHOPEDIC SOFTGOODS/PARTS/ACCESORIES	4/1/2026
MSC323950CZ	LINER,PAD,CONTOUR,SUPER,PEACH,7"X14"	H7040305	BG	20 EA / BG	\$ 2.42	BATH AND BODY	4/1/2026
NON241289Z	PAD,SANITARY,11 IN,MAXI,W/WINGS,N-STRL	H7040306	BG	12 EA / BG	\$ 0.86	BATH AND BODY	4/1/2026
FITEXTRASM	BRIEF,EXTRA,FITEXTRA,SM,20-32	H7040447	CS	80 EA / CS	\$ 22.35	UNDERGARMENTS	4/1/2026
FITPLUSMDZ	BRIEF,EXTRA,FITPLUS,MD,32-44	H7040454	BG	20 EA / BG	\$ 6.38	UNDERGARMENTS	4/1/2026
FITULTRALGZ	BRIEF,ULTRA,FITULTRA,LG,44-56	H7040462	BG	20 EA / BG	\$ 7.82	UNDERGARMENTS	4/1/2026
MSC282090LCS	UNDERPAD,ULTRASORB,ADVANCED+,30X36,300LB	H7040504	CS	40 EA / CS	\$ 40.00	HOSPITAL HOUSEKEEPING TEXTILES	4/1/2026
PM2127-22	PILLOW,DISPOSABLE,21X27,HVY WT,12/CS	H7040512	CS	12 EA / CS	\$ 39.16	DECUBITUS PREVENTION PRODUCTS	4/1/2026
DYND80535	PITCHER,HANDLE,W/LID,GRAPHITE	H7040603	CS	100 EA / CS	\$ 34.86	DISHES, SERVINGWARE / STORAGE COTAINERS	4/1/2026
MSC9301EP	GEL,SILVER,ANTIMICROB,SILVASORB,1.5 OZ	H7041411	CS	12 EA / CS	\$ 170.31	BANDAGES, DRESSINGS AND RELATED PRODUCTS	4/1/2026
MDS21461Z	COTTON BALL,MEDIUM,1",NS,200/BG	H7041611	BG	200 EA / BG	\$ 1.26	APPLICATOR SWABS AND COTTON BALLS	4/1/2026
MDS21463H	COTTON BALL,LARGE,1.25",NS,50/BAG	H7041700	BG	50 EA / BG	\$ 0.62	APPLICATOR SWABS AND COTTON BALLS	4/1/2026
DYND70837H	RAZOR,SHAVE PREP,2-SIDED BLUE,100/CS	H7041809	EA	1 EA / EA	\$ 0.30	SURGICAL SUPPORT SUPPLIES	4/1/2026
BRN1312PK	RAZOR,TWIN BLADE,DISPOSABLE	H7042005	BG	10 EA / BG	\$ 1.20	BATH AND BODY	4/1/2026
HCSCUFF0041H	CUFFILL CUFF PRESSURE REGULATOR	H7042054	EA	1 EA / EA	\$ 28.23	ACUTE CARE MONITORING UNITS / PRDUCTS	4/1/2026
MDS80266RW	TIP,CRUTCH,GRAY	H7042265	CS	6 PR / CS	\$ 9.13	AMBULATION,TRANSFER,POSITIONING AIDS	4/1/2026
MDS202090Z	SWAB,RAYON TIP,OB/GYN,8,NON-STERILE	H7043201	BX	100 EA / BX	\$ 11.47	APPLICATOR SWABS AND COTTON BALLS	4/1/2026
NON28858Z	SHOECOVER,3LYR,MLTILAYER,N-SKD,BLU,REG	H7043706	BX	100 EA / BX	\$ 12.46	MEDICAL STAFF APPAREL / RELATED RTICLES	4/1/2026
NONASMBLD	ASSEMBLED FRAME AND LENS, ASSTD COLORS	H7043715	CS	50 EA / CS	\$ 78.09	MEDICAL STAFF APPAREL / RELATED RTICLES	4/1/2026
MSC095014H	CREAM,SHAVE,MEDSPA,1.5 OZ	H7043722	EA	1 EA / EA	\$ 0.65	BATH AND BODY	4/1/2026
NON70540WM	BAG,BODY,PVC,ADULT,36X90,METAL ZIP,WHITE	H7043805	CS	10 EA / CS	\$ 113.89	AUTOPSY EQUIPMENT AND SUPPLIES	4/1/2026
NON250412H	STRIP,CLOSURE,WOUND,MEDI-STRIP,1/2X4	H7044407	PK	6 EA / PK	\$ 0.76	MEDICAL TISSUE CLOSURE / RELATEDPRODUCT	4/1/2026
DYND30385	CONTAINER,SPECIMEN,STRL PATH,4OZ	H7044704	CS	300 EA / CS	\$ 62.17	SPECIMEN COLLECTION/TRANSPORT COTAINERS	4/1/2026
DYND36600	PAN,SPECIMEN,URINE/STOOL,GRAD, 900ML	H7044845	CS	100 EA / CS	\$ 41.67	SPECIMEN COLLECTION/TRANSPORT COTAINERS	4/1/2026
DYND44140H	TRAP,MUCUS SPECIMEN,4OCC	H7044902	EA	1 EA / EA	\$ 1.20	AIRWAY MANAGEMENT PRODUCTS	4/1/2026
STRLMRUB1000	STERILLIUM RUB,SURGICAL,SCENTFREE,1L	H7045212	CS	8 EA / CS	\$ 658.42	BATH AND BODY	4/1/2026
MDS9543	STETHOSCOPE,DISPOSABLE,YELLOW,NO RETURNS	H7045646	EA	1 EA / EA	\$ 2.78	STETHOSCOPES AND RELATED PRODUCTS	4/1/2026
NON22640	STOCKINETTE,BIAS CUT,4"X4YDS,STERILE	H7045701	CS	20 EA / CS	\$ 74.57	CASTING AND SPLINTING SUPPLIES	4/1/2026
NON22660H	STOCKINETTE,BIAS CUT,6"X4YDS,STERILE	H7045800	EA	1 EA / EA	\$ 4.07	CASTING AND SPLINTING SUPPLIES	4/1/2026

MDS160864	STOCKING,ANTI-EMBOLISM,THIGH,LRG REG,LF	H7046782	BX	6 PR / BX	\$ 41.14	VASCULAR/COMPRESSION THERAPY EQUIP	4/1/2026
MDS160888	STOCKING,ANTI-EMBOLISM,THIGH,XL LONG,LF	H7046816	BX	6 PR / BX	\$ 53.23	VASCULAR/COMPRESSION THERAPY EQUIP	4/1/2026
DYNJSTY06	6FR,FIRM,STYLET,ET TUBE	H7047251	BX	10 EA / BX	\$ 18.69	INTUBATION SUPPLIES	4/1/2026
DYNJSTY14	14FR,FIRM,STYLET,ET TUBE	H7047301	BX	10 EA / BX	\$ 20.21	INTUBATION SUPPLIES	4/1/2026
MDS090670	PAD,PREP,ALCOHOL,LARGE,2-PLY,STERILE	H7047509	CS	1000 EA / CS	\$ 15.43	APPLICATOR SWABS AND COTTON BALLS	4/1/2026
MDS093917H	PAD,PREP,PVP-I,MEDIUM	H7047608	BX	100 EA / BX	\$ 4.90	APPLICATOR SWABS AND COTTON BALLS	4/1/2026
MDS096502	DENTIPS FOAM SWAB W/DENTIFRICE	H7047707	CS	500 EA / CS	\$ 43.54	DENTAL AND SUBSPECIALTY INSTRUMENTS	4/1/2026
MDS86222W	CANE, QUAD, SMALL BASE, 300LB, BLACK	H7047785	CS	2 EA / CS	\$ 19.56	AMBULATION,TRANSFER,POSITIONING AIDS	4/1/2026
MDS86228	CANE, QUAD, LARGE BASE, 300 LB, BLACK	H7047786	CS	2 EA / CS	\$ 25.11	AMBULATION,TRANSFER,POSITIONING AIDS	4/1/2026
MDS093902	SWABSTICK,PVP-I,3/PK	H7047905	CS	750 EA / CS	\$ 50.15	APPLICATOR SWABS AND COTTON BALLS	4/1/2026
0000000007008500	SYRINGE,10ML,TR/FR,MLL,W/RES	H7048002	BX	10 EA/BX	\$ 51.34	SYRINGES AND ACCESSORIES	4/1/2026
DYND70279H	SYRINGE.EAR/ULCER,1 OZ,STERILE	H7048200	EA	1 EA / EA	\$ 0.83	SYRINGES AND ACCESSORIES	4/1/2026
DYND70280H	SYRINGE,EAR/ULCER,2 OZ, STERILE	H7048309	EA	1 EA / EA	\$ 0.60	SYRINGES AND ACCESSORIES	4/1/2026
DYND70277H	GREEN,SYRINGE,EAR/ULCER, 3 OZ, STERILE	H7048507	EA	1 EA / EA	\$ 0.79	SYRINGES AND ACCESSORIES	4/1/2026
NON260302	TAPE,SPORTS,ORTHO-POR,CURAD,2X10YD,LF	H7050602	CS	72 EA / CS	\$ 120.00	BANDAGES, DRESSINGS AND RELATED PRODUCTS	4/1/2026
NON260303	TAPE,SPORTS,ORTHO-POR,CURAD,3X10YD,LF	H7050701	CS	48 EA / CS	\$ 147.00	BANDAGES, DRESSINGS AND RELATED PRODUCTS	4/1/2026
OMAM55	TAPE,ZINC,PINC,1/2"X5YD	H7052400	EA	1 EA / EA	\$ 2.27	BANDAGES, DRESSINGS AND RELATED PRODUCTS	4/1/2026
NON25416Z	GAUZE,SPONGE,4"X4",16PLY,WOVEN,NS,LF	H7053215	BG	200 EA / PK	\$ 5.25	BANDAGES, DRESSINGS AND RELATED PRODUCTS	4/1/2026
MDS202065H	BLADE,TONGUE,6, NON-STERILE	H7053804	BX	500 EA / BX	\$ 4.77	DIAGNOSTIC ASSESSMENT/EXAM PRODSGEN USE	4/1/2026
MDS136000Z	TOOTHBRUSH,INDIVIDUALLY WRAPPED,30 TUFT	H7053903	PK	24 EA / PK	\$ 1.65	DENTAL	4/1/2026
MLC22196	HOLDER,TOOTHBRUSH,2PC,TUBE,ASSTD COLORS	H7054005	CS	72 EA / CS	\$ 14.82	NON SANITARY RESIDENTIAL FIXTURES	4/1/2026
NON24357WH	PAPER,PRO TOWEL,TISSUE,3PLY,WHITE,13X18	H7054323	EA	1 EA / EA	\$ 0.05	HOSPITAL HOUSEKEEPING TEXTILES	4/1/2026
DYND10305H	TRAY,URETHRAL,NO-CATHETER,PVP	H7054505	EA	1 EA / EA	\$ 4.33	UROLOGICAL TREATMENT PRODUCTS & SUPPLIES	4/1/2026
DYND10407H	TRAY,URETHRAL,PRE-CONN,RED RUBBER,15FR	H7054604	EA	1 EA / EA	\$ 3.32	UROLOGICAL TREATMENT PRODUCTS & SUPPLIES	4/1/2026
DYND20300H	TRAY,IRRIGATION,PISTON SYRINGE,60ML	H7055007	EA	1 EA / EA	\$ 2.24	SYRINGES AND ACCESSORIES	4/1/2026
DYNDJ43015TH	SAFETY LUMBAR PUNCTURE 20GX3.5	H7055106	EA	1 EA / EA	\$ 25.39	SURGICAL SUPPORT SUPPLIES	4/1/2026
DYNDJRA2005H	SPINAL TRAY-3 ML CHLORAPREP	H7055452	EA	1 EA / EA	\$ 20.99		4/1/2026
SUT21530H	SUTURE TRAY	H7055502	EA	1 EA / EA	\$ 17.82		4/1/2026
DYND71012	TRAY,SUTURE REMOVAL,PREMIUM	H7055601	CS	100 EA / CS	\$ 278.82	SUTURES AND RELATED PRODUCTS	4/1/2026
DYND40594	TRAY,TRACH,14 FR CATH,SALINE,PIPE CLEANR	H7055650	CS	20 EA / CS	\$ 86.66	AIRWAY MANAGEMENT PRODUCTS	4/1/2026
NON171336ZZ	TAPE MEASURE,PAPER,INFANT,24",100/PK	H7056006	PK	100 EA / PK	\$ 2.70	MEDICAL EXAM SIZE MEASURING DEVICES	4/1/2026
NON27209L	SHORTS,EXAM,MULTI-LYR,ELST WAIST,BLUE,LG	H7056320	CS	30 EA / CS	\$ 45.46	PATIENT CLOTHING	4/1/2026
NON27209XL	SHORTS,EXAM,MULTI-LYR,ELST WAIST,BLUE,X	H7056324	CS	30 EA / CS	\$ 51.79	PATIENT CLOTHING	4/1/2026
MSC092532H	SILICONE CREAM,REMEDY CLINICAL,2 OZ	H7058990	EA	1 EA / EA	\$ 2.47	BATH AND BODY	4/1/2026
MSC092552	ZINC,MENTHOL,REMEDY SPECIALIZED,2OZ	H7058991	CS	24 EA / CS	\$ 65.01	COMBINATION DERMATOLOGICALS	4/1/2026
MSC6201	SKINTEGRITY ECO, 1 OZ. BELLOWES BOTTLE	H7058994	CS	30 EA / CS	\$ 38.65	BANDAGES, DRESSINGS AND RELATED PRODUCTS	4/1/2026
DYNJ854	MOUTHPIECE,WHITE	H7063217	CS	50 EA / CS	\$ 132.16		4/1/2026
NONCV150XXXL	COVERALL,SPUNBOND,ELSTWRS/OPN ANK,WH,3X	H7063266	CS	25 EA / CS	\$ 53.27	SAFETY APPAREL	4/1/2026
000000000907027Z	PML,72,ADULT,MLL-MLL,PG	H7063704	BX	25 EA/BX	\$ 60.19	ACUTE CARE MONITORING UNITS / PRODUCTS	4/1/2026
DYND80235S	URINAL,MALE,SUPREME	H7064652	CS	48 EA / CS	\$ 22.66	BASINS, BEDPANS, URINALS / SUPPLIES	4/1/2026
DYNDJWE402	EVACUATOR,400CC,PVC,10FR,1/8, PERFORATED	H7064900	CS	12 EA / CS	\$ 208.10	SURGICAL SUPPORT SUPPLIES	4/1/2026
DYNDJWE403	EVACUATOR,400CC,PVC,15FR,3/16,PERFORATED	H7065006	CS	12 EA / CS	\$ 208.10	SURGICAL SUPPORT SUPPLIES	4/1/2026
000000000000664Z	FORCEP, PLASTIC SPONGE (AL553) ST	H7066950	CS	50 EA/CS	\$ 195.21	SURG CLAMPS/FORCEPS/LIGATORS/OTHPRODS	4/1/2026
MSC6008EP	CLEANSER,WOUND,SKINTEGRITY,EP,8OZ,SPRAY	H7068952	CS	6 EA / CS	\$ 24.13	WOUND CLEANING AND DEBRIDEMENT PRODUCTS	4/1/2026
VS3115H	GLOVE,EXAM,NITRILE,TXT,PF,LF,S	H7077760	BX	100 EA / BX	\$ 12.03	MEDICAL GLOVES AND ACCESSORIES	4/1/2026
VS311MH	GLOVE,EXAM,NITRILE,TXT,PF,LF,MEDIUM	H7077761	BX	100 EA / BX	\$ 12.03	MEDICAL GLOVES AND ACCESSORIES	4/1/2026
VS311LH	GLOVE,EXAM,NITRILE,TXT,PF,LF,L	H7077762	BX	100 EA / BX	\$ 12.03	MEDICAL GLOVES AND ACCESSORIES	4/1/2026
VS711MH	GLOVE,EXM,NITRILE,EXTD CUFF,LF,M	H7077765	BX	50 EA / BX	\$ 7.49	MEDICAL GLOVES AND ACCESSORIES	4/1/2026
VS311XLH	GLOVE,EXAM,NITRILE,TXT,PF,LF,XL	H7077767	BX	90 EA / BX	\$ 12.03	MEDICAL GLOVES AND ACCESSORIES	4/1/2026
DYKEFORCEPSN	FORCEP, BIOPSY SERRATED W/ NDL, 2.4MM	H7087800	CS	100 EA / CS	\$ 554.68	SURG CLAMPS/FORCEPS/LIGATORS/OTHPRODS	4/1/2026
NON25457M	GOWN,CHEMO,KNITCF,LVL2,BLUE,MD	H7088654	CS	30 EA / CS	\$ 105.09	MEDICAL STAFF APPAREL / RELATED RTICLES	4/1/2026
NON245277Z	PAPER,TISSUE,FACE,PRM,8X8.3",100SHTS/1EA	H7088789	BX	1 BX / BX	\$ 0.64	PERSONAL PAPER PRODUCTS	4/1/2026
DYND30261Z	BAG,SPECIMEN,BIOHAZARD,ZIP,6X9,POCKT	H7088888	PK	100 EA / PK	\$ 3.32	SPECIMEN COLLECTION/TRANSPORT CONTAINERS	4/1/2026
MSC5422	HYDROCOLLOID, EXUDERM SATIN, 2X2	H7092564	BX	20 EA / BX	\$ 9.70	BANDAGES, DRESSINGS AND RELATED PRODUCTS	4/1/2026
URO175816TH	1LYR TRY 16FR 10ML 100% SILTMP SNP	H7096300	EA	1 EA / EA	\$ 41.89	UROLOGICAL TREATMENT PRODUCTS & SUPPLIES	4/1/2026
MSC6016EPH	CLEANSER,WOUND,SKINTEGRITY,EP,16OZ,SPRAY	H7098563	EA	1 EA / EA	\$ 4.08	WOUND CLEANING AND DEBRIDEMENT PRODUCTS	4/1/2026
DYND160716H	1LYR 16FR 10ML 100%SILI DB TRA	H7098781	EA	1 EA / EA	\$ 19.57	UROLOGICAL TREATMENT PRODUCTS & SUPPLIES	4/1/2026
NON243277	PAPER,TISSUE,FACE,STAND,FLAT,90SHT/30BX	H7099470	CS	30 BX / CS	\$ 27.61	PERSONAL PAPER PRODUCTS	4/1/2026
MDS3001	MONITOR,BP,AUTO,DIGITAL,ADULT	H7124671	EA	1 EA / EA	\$ 35.52	BLOOD PRESSURE UNITS / RELATED PRODUCTS	4/1/2026
MDS86410JW54	WALKER,2 BUTTON,FOLD,W/5INWHL5 JR	H7125477	CS	4 EA / CS	\$ 73.67	AMBULATION,TRANSFER,POSITIONING AIDS	4/1/2026
MDS86410W4	WALKER, 2 BUTTON, 3 INCH WHL, 300 LB	H7125479	CS	4 EA / CS	\$ 92.36	AMBULATION,TRANSFER,POSITIONING AIDS	4/1/2026
MDS86410XVW	WALKER,ADULT,EX WIDE,5" WHLS 500 LB	H7165471	EA	1 EA / CS	\$ 39.48	AMBULATION,TRANSFER,POSITIONING AIDS	4/1/2026
MDS139009	PACK,HOT,INSTANT,LRG,6X9"	H7205701	CS	24 EA / CS	\$ 26.70	HEAT AND COLD THERAPY PRODUCTS	4/1/2026
URO175116	1LYRTR 16FR10ML LATEX DB SNAP	H7216327	CS	10 EA / CS	\$ 159.93	UROLOGICAL TREATMENT PRODUCTS & SUPPLIES	4/1/2026
NSBFS024	RING CUTTER, UNIVERSAL BULK (FS02470)	H7304009	CS	10 EA / CS	\$ 259.32	SURG CLAMPS/FORCEPS/LIGATORS/OTHPRODS	4/1/2026
SUT12850	BIRTH ON ARRIVAL KIT	H7306350	CS	10 EA / CS	\$ 679.72		4/1/2026
TC7745	PEDIATRIC/ADULT TRACHEOSTOMY TRAY	H7308307	CS	4 EA / CS	\$ 716.10	AIRWAY MANAGEMENT PRODUCTS	4/1/2026
MDS104015	TABLE, OVERBED, WALNUT	H7366933	EA	1 EA / EA	\$ 79.17	PATIENT BEDS AND ACCESSORIES	4/1/2026
MDS9913HPL	CUFF, BP, DIS, 1T, ADL LNG, HP	H7368638	BG	5 EA / BG	\$ 10.76	BLOOD PRESSURE UNITS / RELATED PRODUCTS	4/1/2026
MDS9913HP	CUFF, BP, DIS, 1T, ADL, HP	H7368639	BG	5 EA / BG	\$ 8.81	BLOOD PRESSURE UNITS / RELATED PRODUCTS	4/1/2026
MDS9912HP	CUFF, BP, DIS, 1T, SM ADL, HP	H7368640	BG	5 EA / BG	\$ 18.30	BLOOD PRESSURE UNITS / RELATED PRODUCTS	4/1/2026
MDS9913HPRE	CUFF, BP, REUSE, 1T, ADL, HP	H7368643	BG	5 EA / BG	\$ 40.89	BLOOD PRESSURE UNITS / RELATED PRODUCTS	4/1/2026
MDS9914HPRE	CUFF, BP, REUSE, 1T, LG ADL, HP	H7368661	BG	5 EA / BG	\$ 44.03	BLOOD PRESSURE UNITS / RELATED PRODUCTS	4/1/2026
MDS9913HPLRE	CUFF, BP, REUSE, 1T, ADL LNG, HP	H7368663	BG	5 EA / BG	\$ 44.87	BLOOD PRESSURE UNITS / RELATED PRODUCTS	4/1/2026
DYND05918H	BANDAGE,ELASTIC,ESMARK,STERILE,6"X9",LF	H7400872	EA	1 EA / EA	\$ 4.00	BANDAGES, DRESSINGS AND RELATED PRODUCTS	4/1/2026

DYNDORP3640AH	PAD,FLOOR,ABSORBENT,QUICKSUITE, 32 X 45	H7410869	EA	1 EA / EA	\$ 12.86	ABSORBENTS	4/1/2026
URO175716	1LYRTR 16FR10ML 100%SI LI SNAP	H7415343	CS	10 EA / CS	\$ 175.17	UROLOGICAL TREATMENT PRODUCTS & SUPPLIES	4/1/2026
DYND160818	1LYR 18FR 10ML 100%SI LI UM TRAY	H7415344	CS	10 EA / CS	\$ 273.45	UROLOGICAL TREATMENT PRODUCTS & SUPPLIES	4/1/2026
DNSC51051	TRAY PREP SHALLOW LG 10X5X1	H7416952	CS	500 EA / CS	\$ 147.47	SURGICAL SUPPORT SUPPLIES	4/1/2026
GEM5145T	WRAP, BONDED, BLUE PINK, 45X45 GEM5	H7425678	CS	48 EA / CS	\$ 80.77	STERILIZATION WRAPS/PACKAGING SUPPLIES	4/1/2026
DYNJWE2190	DRAIN,WOUND,19FR,1/4,FULL-FLUTED	H7428162	CS	10 EA / CS	\$ 217.53	SURGICAL SUPPORT SUPPLIES	4/1/2026
DYNJWE2211	DRAIN,WOUND,FLAT,7MM,FULL-FLUTED	H7428170	CS	10 EA / CS	\$ 157.90	SURGICAL SUPPORT SUPPLIES	4/1/2026
DYNJWE2188	DRAIN,WOUND,15FR,3/16,FULL-FLUTED	H7428171	CS	10 EA / CS	\$ 124.34	SURGICAL SUPPORT SUPPLIES	4/1/2026
DYNJWE1310H	DRAIN,FLAT,HUBLESS,SILICONE,7MM,FULL	H7428253	EA	1 EA / EA	\$ 6.04	SURGICAL SUPPORT SUPPLIES	4/1/2026
DYNJWE1311H	DRAIN,FLAT,HUBLESS,SILICONE,10MM,FULL	H7428279	EA	1 EA / EA	\$ 5.62	SURGICAL SUPPORT SUPPLIES	4/1/2026
DYNJP10040	DRAPE,T,CRANIOTOMY,ST,9/CS	H7429400	CS	9 EA / CS	\$ 140.69	SURGICAL TEXTILES	4/1/2026
DYNJP3109H	DRAPE,ABDOMINAL,MAJOR,PCH/TRGH,ST,1EA	H7429509	EA	1 EA / EA	\$ 13.30	SURGICAL TEXTILES	4/1/2026
DYNJP2414RH	SHEET,DRAPE,3/4,53X77,STERILE	H7429609	EA	1 EA / EA	\$ 2.15	SURGICAL TEXTILES	4/1/2026
DYNJP7003H	SHEET,T,THYROID,ST,1EA	H7429764	EA	1 EA / EA	\$ 6.07	SURGICAL TEXTILES	4/1/2026
DYNJSD1050	DRAPE,INCISE,28.3"X 17.7",INVISISHIELD	H7429806	CS	40 EA / CS	\$ 217.58	SURGICAL TEXTILES	4/1/2026
DYNJP2500H	COVER,MAYO STAND,ST,1EA	H7430200	EA	1 EA / EA	\$ 0.94	SURG EQUIPMENT/ACCESSORIES	4/1/2026
DYNJP8304AH	DRAPE,SPLIT,77X120",1EA	H7431208	EA	1 EA / EA	\$ 5.85	SURGICAL TEXTILES	4/1/2026
DYNJP2311H	COVER,TABLE,44X90",ST,1EA	H7431430	EA	1 EA / EA	\$ 1.47	SURGICAL TEXTILES	4/1/2026
DYNJP2499H	DRAPE,U/ SHT,SPLIT,PLASTIC,ST,1EA	H7431604	EA	1 EA / EA	\$ 2.22	SURGICAL TEXTILES	4/1/2026
DYNJP2205SH	GOWN,SIRUS,POLYRNF,XLN/XL,1EA	H7434459	EA	1 EA / EA	\$ 3.10	SURGICAL TEXTILES	4/1/2026
DYNJP2376PH	GOWN,ORBIS,LVL 4,L,ST,EA	H7434462	EA	1 EA / EA	\$ 4.60	SURGICAL TEXTILES	4/1/2026
DYNJP2202S	GOWN,SIRUS,POLYRNF,SETINSLV,XL,20/CS	H7435027	CS	20 EA / CS	\$ 55.98	SURGICAL TEXTILES	4/1/2026
DYNJVL03	LOOP,VESSEL,MAXI,WHITE,2/PK,STERILE	H7440605	CS	100 PK / CS	\$ 114.40	SURG CUTTING INSTRU/SNARES/OTH PODS	4/1/2026
DYNJVL13	LOOP,VESSEL,MINI,WHITE,2/PK,STERILE	H7440647	CS	100 PK / CS	\$ 114.40	OPEN HEART SURG SUPPLIES	4/1/2026
MDS10750	SCISSORS,UTILITY,PLASTIC-HANDLE,7.5,BLK	H7442319	BX	12 EA / BX	\$ 25.38	SURG CUTTING INSTRU/SNARES/OTH PODS	4/1/2026
DYNJP1010	PACK,BASIC,10/CS	H7444508	CS	10 EA / CS	\$ 47.65	SURGICAL INSTRUMENT SETS AND SYSTEMS	4/1/2026
DYNSJMD02H	SKIN REG/FINE DUAL MARKER, RULER	H7446207	EA	1 EA / EA	\$ 0.78	SURGICAL SUPPORT SUPPLIES	4/1/2026
DYNJSPITCHERH	PACK,PITCHER	H7446263	EA	1 EA / EA	\$ 2.60	BASINS, BEDPANS, URINALS / SUPPLIES	4/1/2026
MPP200410R	TUBING,3" X 656' ROLL	H7452501	CS	1 EA / CS	\$ 28.17	STERILIZATION WRAPS/PACKAGING SUPPLIES	4/1/2026
MPP200415R	TUBING,4" X 656' ROLL	H7452600	CS	1 EA / CS	\$ 38.86	STERILIZATION WRAPS/PACKAGING SUPPLIES	4/1/2026
MPP200420R	TUBING,6" X 656' ROLL	H7452709	CS	1 EA / CS	\$ 38.99	STERILIZATION WRAPS/PACKAGING SUPPLIES	4/1/2026
MPP200422R	TUBING,8" X 656' ROLL	H7452808	EA	1 EA / CS	\$ 55.01	STERILIZATION WRAPS/PACKAGING SUPPLIES	4/1/2026
DYNJP2000H	SLEEVE,SURGICAL,ST,W/CSR WRAP,PAIR,1EA	H7453855	EA	1 EA / EA	\$ 0.71	SURGICAL TEXTILES	4/1/2026
NONFB100H	KIT,ANTI FOG,W/SPONGE & FLUID,SOFT PACK	H7453996	EA	1 EA / EA	\$ 1.15	ENDOSCOPIC INSTRUMENTS	4/1/2026
MDT828816M	SPLINT,ARM,MED,13L,5-17 CIRC	H7454052	EA	1 EA / EA	\$ 12.61	RESTRAINTS AND ACCESSORIES	4/1/2026
MDT821300	GRIP,PALM,TERRY,ELASTIC-STRAP,2.5X4.5	H7454055	EA	1 EA / EA	\$ 6.62	MEDICAL STAFF APPAREL / RELATED RTICLES	4/1/2026
ORT32200S	SPLINT,FINGER,FROG,2.25X2.75",SM,12CS	H7454056	CS	12 EA / CS	\$ 13.25	ORTHOPEDIC SOFTGOODS/PARTS/ACCESORIES	4/1/2026
ORT32200M	SPLINT,FINGER,FROG,2.5X3",MD,12CS	H7454057	CS	12 EA / CS	\$ 16.58	ORTHOPEDIC SOFTGOODS/PARTS/ACCESORIES	4/1/2026
ORT32200L	SPLINT,FINGER,FROG,3X3.5",LG,12CS	H7454058	CS	12 EA / CS	\$ 14.53	ORTHOPEDIC SOFTGOODS/PARTS/ACCESORIES	4/1/2026
NON21426H	GAUZE,SPONGE,4"X4",12PLY,STRL,LF,10/TRAY	H7454309	PK	10 EA / BX	\$ 0.43	BANDAGES, DRESSINGS AND RELATED PRODUCTS	4/1/2026
NON21432LFH	GAUZE,SPONGE,8"X4",12PLY,XRAY,STRL,LF	H7454408	PK	10 EA / TR	\$ 0.99	BANDAGES, DRESSINGS AND RELATED PRODUCTS	4/1/2026
MDS231318LFH	SPONGE,LAP,18"X18",XR,ST,5/TRAY	H7454507	PK	1 PK / PK	\$ 1.76	SURGICAL SUPPORT SUPPLIES	4/1/2026
NEUROSPNG14	MBO-SPONGE,NEURO,1"X3",XR,STRL,LF,10/PK	H7454705	CS	20 PK / CS	\$ 69.99	SURGICAL SUPPORT SUPPLIES	4/1/2026
NEUROSPNG09	MBO-SPONGE,NEURO,0.5"X3",XR,STRL,LF,10/P	H7454713	CS	20 PK / CS	\$ 70.79	SURGICAL SUPPORT SUPPLIES	4/1/2026
NON548001H	STRAP,POSITIONING, PLY/NYLN 3X30, 1 PR	H7457484	EA	1 EA / EA	\$ 4.84	SURG EQUIPMENT/ACCESSORIES	4/1/2026
485602H	GLOVE,EXAM,LATEX,EUDERMIC-MP,12,PF,MD	H7487152	BX	50 EA / BX	\$ 8.31	MEDICAL GLOVES AND ACCESSORIES	4/1/2026
485601H	GLOVE,EXAM,LATEX,EUDERMIC-MP,12,PF,SM	H7487225	BX	50 EA / BX	\$ 8.31	MEDICAL GLOVES AND ACCESSORIES	4/1/2026
485603H	GLOVE,EXAM,LATEX,EUDERMIC-MP,12,PF,LG	H7487523	BX	50 EA / BX	\$ 8.31	MEDICAL GLOVES AND ACCESSORIES	4/1/2026
DYNJ089003H	BANDAGE,FOAM,COFLEX LF2,3"X5YD,STERILE	H7487964	EA	1 EA / EA	\$ 2.75	BANDAGES, DRESSINGS AND RELATED PRODUCTS	4/1/2026
MDT2168284Z	TOWEL,OR,DSP,ST,BLUE,STD,4/PK	H7495005	PK	4 EA / PK	\$ 1.92	SURGICAL TEXTILES	4/1/2026
DYND70661H	TRAY,SKIN SCRUB,DRY,PREMIUM	H7496722	EA	1 EA / EA	\$ 4.75	SURGICAL SUPPORT SUPPLIES	4/1/2026
DYND60603	6CM,BLACK,GUEDEL AIRWAY	H7500804	BX	10 EA / BX	\$ 2.86	EMERGENCY AIRWAY MGMT EQUIPMENT	4/1/2026
DYND60604	7CM,WHITE,GUEDEL AIRWAY	H7500903	BX	10 EA / BX	\$ 2.86	EMERGENCY AIRWAY MGMT EQUIPMENT	4/1/2026
DYND60605	8CM,GREEN,GUEDEL AIRWAY	H7501000	BX	10 EA / BX	\$ 2.86	EMERGENCY AIRWAY MGMT EQUIPMENT	4/1/2026
DYND60606H	9CM,YELLOW,GUEDEL AIRWAY,EACH	H7501109	EA	1 EA / EA	\$ 0.29	EMERGENCY AIRWAY MGMT EQUIPMENT	4/1/2026
DYND60607	10CM,RED,GUEDEL AIRWAY	H7501208	BX	10 EA / BX	\$ 2.86	EMERGENCY AIRWAY MGMT EQUIPMENT	4/1/2026
DYNJAA02S	BAG,BREATHING,2L, SOFT, LATEX FREE	H7501802	CS	20 EA / CS	\$ 41.82	POSIVE MECHANICAL PRESSR VENTILTRS	4/1/2026
DYNJASK400SK	SKIN SENSOR W/400 SERIES TEMP	H7501881	BX	50 EA / BX	\$ 119.72	MEDICAL THERMOMETERS AND ACCESSORIES	4/1/2026
DYNJAAHME12H	HME, ADULT, COMPACT, STRAIGHT	H7512365	EA	1 EA / EA	\$ 1.10	POSIVE MECHANICAL PRESSR VENTILTRS	4/1/2026
DYNJAPHME17H	HME, FILTER, PEDI, STRAIGHT, W/ PORT	H7516859	EA	1 EA / EA	\$ 2.02	POSIVE MECHANICAL PRESSR VENTILTRS	4/1/2026
DYNJAA04H	GAS SAMPLING LINE,10 MM,,06ID	H7533320	EA	1 EA / EA	\$ 0.64	POSIVE MECHANICAL PRESSR VENTILTRS	4/1/2026
DYNJB0UG15	BOUGIE, INTRODUCER, 15FRX70CM, COUD	H7544781	BX	10 EA / BX	\$ 80.95	AIRWAY MANAGEMENT PRODUCTS	4/1/2026
HUD1422H	ADAPTER,MULTI,15MM ID X 22MM OD	H7600109	EA	1 EA / EA	\$ 0.20	OXYGEN THERAPY DELIVERY SYSTEMS/SEVICES	4/1/2026
HCSNVAMH	MASK, NIV, NASAL, VENT, AAV, MED	H7600198	EA	1 EA / EA	\$ 17.06	OXYGEN THERAPY DELIVERY SYSTEMS/SEVICES	4/1/2026
HCSNVAL	MASK, NIV, NASAL, VENT, AAV, LARGE	H7600199	CS	10 EA / CS	\$ 170.63	OXYGEN THERAPY DELIVERY SYSTEMS/SEVICES	4/1/2026
HCSNVAS	MASK, NIV, NASAL, VENT, AAV, SMALL	H7600223	CS	10 EA / CS	\$ 170.63	OXYGEN THERAPY DELIVERY SYSTEMS/SEVICES	4/1/2026
DYNJAA08	CONNECTOR,STRAIGHT,W/GAS SAMPLING PORT	H7600406	CS	50 EA / CS	\$ 26.57	OXYGEN THERAPY DELIVERY SYSTEMS/SEVICES	4/1/2026
HUD1642H	ADAPTER,PRESSURE LINE,5-7 MM ID TUBING	H7600554	EA	1 EA / EA	\$ 0.38	OXYGEN THERAPY DELIVERY SYSTEMS/SEVICES	4/1/2026
DYNJNASOF28H	AIRWAY NASOPHARYNGEAL FLANGE 28FR	H7601207	EA	1 EA / EA	\$ 2.12	AIRWAY MANAGEMENT PRODUCTS	4/1/2026
DYNJNASOF30H	AIRWAY NASOPHARYNGEAL FLANGE 30FR	H7601208	EA	1 EA / EA	\$ 2.12	AIRWAY MANAGEMENT PRODUCTS	4/1/2026
DYNJNASOF32H	AIRWAY NASOPHARYNGEAL FLANGE 32FR	H7601209	EA	1 EA / EA	\$ 2.12	AIRWAY MANAGEMENT PRODUCTS	4/1/2026
DYNJNASOF24H	AIRWAY NASOPHARYNGEAL FLANGE 24FR	H7601211	EA	1 EA / EA	\$ 2.00	AIRWAY MANAGEMENT PRODUCTS	4/1/2026
DYNJNASOF26	AIRWAY NASOPHARYNGEAL FLANGE 26FR	H7601212	BX	10 EA / BX	\$ 21.18	AIRWAY MANAGEMENT PRODUCTS	4/1/2026
HCS4701	CONNECTOR,STRAIGHT,F/02 SUPPLY TUBING	H7601994	BG	200 EA / BG	\$ 25.90	OXYGEN THERAPY DELIVERY SYSTEMS/SEVICES	4/1/2026
DYNJAAHF	HEPA FILTER WITH PORT	H7602303	CS	40 EA / CS	\$ 88.00	POSIVE MECHANICAL PRESSR VENTILTRS	4/1/2026

DYNJAAMASKX5H	MASK,ANESTH,ADULT,SIZE 5,TOP VALVE	H7602956	EA	1 EA / EA	\$ 1.44	ANESTHESIA APPARATUS/ACCESSORIES	4/1/2026
DYNJAAMASK46	MASK,ANESTH,SIZE 6,TOP VALVE	H7602957	CS	50 EA / CS	\$ 75.22	ANESTHESIA APPARATUS/ACCESSORIES	4/1/2026
DYNJAAMASKX4	MASK,ANESTH,ADULT,SIZE 4,TOP VALVE	H7603005	CS	50 EA / CS	\$ 70.64	ANESTHESIA APPARATUS/ACCESSORIES	4/1/2026
DYNJAAMASK34	MASK,FLEXIBLE,ANESTH,SIZE 4,TOP VALVE	H7603006	CS	50 EA / CS	\$ 76.78	ANESTHESIA APPARATUS/ACCESSORIES	4/1/2026
DYNJAAMASK33H	MASK,FLEXIBLE,ANESTH,SIZE 3,TOP VALVE	H7603103	EA	1 EA / EA	\$ 1.30	ANESTHESIA APPARATUS/ACCESSORIES	4/1/2026
DYNJAAMASK31	MASK,FLEXIBLE,ANESTH,SIZE 1,TOP VALVE	H7603152	CS	50 EA / CS	\$ 64.81	ANESTHESIA APPARATUS/ACCESSORIES	4/1/2026
HUD1058	O2 MASK,NOREB W/SAFETY,PEDI,7" TUB SC	H7603558	CS	50 EA / CS	\$ 57.26	OXYGEN THERAPY DELIVERY SYSTEMS/SEVICES	4/1/2026
HUD1935H	MASK,OXYGN,NON-REBREATHR,ADLT,W/VENT	H7603608	EA	1 EA / EA	\$ 0.90	OXYGEN THERAPY DELIVERY SYSTEMS/SEVICES	4/1/2026
HUD1075	AEROSOL MASK,TRACH,ADULT, 22 MM	H7603723	CS	50 EA / CS	\$ 33.17	OXYGEN THERAPY DELIVERY SYSTEMS/SEVICES	4/1/2026
HUD1802	METER,PEAK FLOW,ASTHMAMAD,60-800 LPM	H7603764	CS	10 EA / CS	\$ 83.00	PULMONARY FUNCT TESTING/TREATMEN PRODS	4/1/2026
HCS4485H	NEBULIZER,KIT,MASK,ADULT, 7' TUBING,SC	H7603905	EA	1 EA / EA	\$ 0.96	RESPIRATORY HUMIDITY/AEROSOL THERPYPRODS	4/1/2026
HUD1886CSH	MASK, MICRO MIST NEB,TUBE,PED	H7603954	EA	1 EA / EA	\$ 1.16	RESPIRATORY HUMIDITY/AEROSOL THERPYPRODS	4/1/2026
HCS4483	NEBULIZER,KIT,T-MOUTHPIECE,GRESER,7TUB	H7604002	CS	50 EA / CS	\$ 35.75	RESPIRATORY HUMIDITY/AEROSOL THERPYPRODS	4/1/2026
HCS4507	TUBING,OXYGEN,CRUSH RES,7",CLEAR,SC	H7605207	CS	50 EA / CS	\$ 14.18	OXYGEN THERAPY DELIVERY SYSTEMS/SEVICES	4/1/2026
CPRMP30H	VALVE,PEEP,19MM ADJUSTIBLE,W/30MM ADAPTER	H7605298	EA	1 EA / EA	\$ 2.89	POSIVE MECHANICAL PRESSR VENTILTRS	4/1/2026
HUD1742H	BAG,DRAINAGE,AEROSOL,"Y" ADAPTER,750	H7605355	EA	1 EA / EA	\$ 0.98	PLEURAL CAVITY DRAIN PRODUCTS	4/1/2026
CPRM2401	CO2 DETECTOR, COLORIMETRIC, PEDIATRIC	H7611883	CS	10 EA / CS	\$ 88.38	INTUBATION SUPPLIES	4/1/2026
DYNJAAHY5053P	HYPERINFLATION SYSTEM, MANOMETER,.5L	H7621547	CS	50 EA / CS	\$ 568.18	POSIVE MECHANICAL PRESSR VENTILTRS	4/1/2026
HCS3222H	CONNECTOR,ADULT,15MM X22MM	H7699230	EA	1 EA / EA	\$ 0.77	AIRWAY MANAGEMENT PRODUCTS	4/1/2026
DYNJSM07	MARKER,UTILITY,W/RULER & LABELS	H7712123	CS	50 EA / CS	\$ 28.50	MEDICAL DIAGNOSTIC X RAY PRODUCTS	4/1/2026
MDSM611805RCT	ELECTRODE,RL,FOAM,5PK	H7765478	CT	1000 EA / CT	\$ 106.17	EKG UNITS / RELATED PRODUCTS	4/1/2026
0000000007001501	SC,1W,LP,RC,TEE,W,-,PG	H7766233	BX	50 EA/BX	\$ 70.26	INTRAVENOUS/ARTERIAL TUBING ADMN SETS	4/1/2026
0000000000006700	FORCEP, CVD IRIS (ITF4) ST	H7778574	CS	20 EA/CS	\$ 170.93	SURG CLAMPS/FORCEPS/LIGATORS/OTHPRODS	4/1/2026
DYNJE5920	COVER,PROBE,W/GEL AND BANDS, 6X48	H7778780	CS	20 EA / CS	\$ 210.93	MED ULTRASOUND/DOPPLER/ECHO IMAGNG PROD	4/1/2026
DYND70663H	TRAY,SKIN SCRUB,CHG,LF	H7888733	EA	1 EA / EA	\$ 6.20	SURGICAL SUPPORT SUPPLIES	4/1/2026
ORT23510SMD	KNEE BRACE,POST-OP-ROM,COOL,SM/MED	H7901424	EA	1 EA / EA	\$ 107.77	ORTHOPEDIC SOFTGOODS FOR LOWER EXTREMITY	4/1/2026
ORT23510LXL	KNEE BRACE,POST-OP-ROM,COOL,LG/XL	H7901440	EA	1 EA / EA	\$ 104.32	ORTHOPEDIC SOFTGOODS FOR LOWER EXTREMITY	4/1/2026
ORT16200S	IMMOBILIZER,SHOULDER,SLING,SM,EA	H7903107	EA	1 EA / EA	\$ 4.26	ORTHOPEDIC SOFTGOODS/PARTS/ACCESORIES	4/1/2026
ORT16200M	IMMOBILIZER,SHOULDER,SLING,MD,EA	H7903206	EA	1 EA / EA	\$ 3.97	ORTHOPEDIC SOFTGOODS/PARTS/ACCESORIES	4/1/2026
ORT16200L	IMMOBILIZER,SHOULDER,SLING,LG,EA	H7903305	EA	1 EA / EA	\$ 3.97	ORTHOPEDIC SOFTGOODS/PARTS/ACCESORIES	4/1/2026
ORT290010M	SHOE,CAST,CANVAS,ROCKER,MD,EA	H7904105	EA	1 EA / EA	\$ 7.71	CASTING AND SPLINTING SUPPLIES	4/1/2026
ORT290010L	SHOE,CAST,CANVAS,ROCKER,LG,EA	H7904204	EA	1 EA / EA	\$ 7.52	CASTING AND SPLINTING SUPPLIES	4/1/2026
ORT30300MS	SHOE,POST OP,SEMI RIGID,MEN,SM,EA	H7904402	EA	1 EA / EA	\$ 4.91	ORTHOPEDIC SOFTGOODS FOR LOWER EXTREMITY	4/1/2026
ORT30300MM	SHOE,POST OP,SEMI RIGID,MEN,MD,EA	H7904501	EA	1 EA / EA	\$ 5.00	ORTHOPEDIC SOFTGOODS FOR LOWER EXTREMITY	4/1/2026
ORT30310ML	POST-OP SHOE,SQUARE TOE,MEN,LG,EA	H7904600	EA	1 EA / EA	\$ 8.53	ORTHOPEDIC SOFTGOODS FOR LOWER EXTREMITY	4/1/2026
ORT30300WS	SHOE,POST OP,SEMI RIGID,WOMEN,SM,EA	H7904709	EA	1 EA / EA	\$ 4.91	ORTHOPEDIC SOFTGOODS FOR LOWER EXTREMITY	4/1/2026
ORT30300WM	SHOE,POST OP,SEMI RIGID,WOMEN,MD,EA	H7904808	EA	1 EA / EA	\$ 4.91	ORTHOPEDIC SOFTGOODS FOR LOWER EXTREMITY	4/1/2026
ORT30310WL	POST-OP SHOE,SQUARE TOE,WOMEN,LG,EA	H7904907	EA	1 EA / EA	\$ 8.53	ORTHOPEDIC SOFTGOODS FOR LOWER EXTREMITY	4/1/2026
ORT27200	SUPPORT,ANKLE,STIRRUP,AIR/FOAM,UNIV,EA	H7905672	EA	1 EA / EA	\$ 14.31	ORTHOPEDIC SOFTGOODS FOR LOWER EXTREMITY	4/1/2026
ORT28110S	WALKER,TALL LEG,DELUXE,BLACK,SM	H7906548	EA	1 EA / EA	\$ 29.77	ORTHOPEDIC SOFTGOODS FOR LOWER EXTREMITY	4/1/2026
DYND500MLW	SOLUTION,WATER,IRRIGATION,500ML,STRL	H8100257	CS	18 EA / CS	\$ 48.82	ANTISEPTIC PYRIMIDINE/SILVERS/UREA/WATER	4/1/2026
PCS1550	SOLUTION,WATER,IRRIGATION,250ML,STRL	H8100308	CS	24 EA / CS	\$ 44.34	ANTISEPTIC PYRIMIDINE/SILVERS/UREA/WATER	4/1/2026
PCS1650	SOLUTION,SALINE,IRRIGATION,250ML,STRL	H8100309	CS	24 EA / CS	\$ 38.56	WOUND CLEANING AND DEBRIDEMENT PRODUCTS	4/1/2026
MDSR008790	BLOCKS, FOAM, MEDIUM, BLUE, 16PK	H9901470	PK	16 EA / PK	\$ 20.48	AMBULATION,TRANSFER,POSITIONING AIDS	4/1/2026
MSC0924004	SKIN CREAM,REMEDY CLINICAL,4OZ TUBE	H9933690	CS	12 EA / CS	\$ 26.52	BATH AND BODY	4/1/2026
MDS80529	HAMPER,SNGL BAG,W/FOOT PEDAL,20WX18LX38H	H9965853	EA	1 EA / EA	\$ 126.39	DOMESTIC LAUNDRY APPLIANCES AND SUPPLIES	4/1/2026
DTL1645PH	LBL 1.25X2.25, 1C 2K/RL 12RL/BX	H9990254	CS	12 RL / CS	\$ 192.56	MEDICAL DOCUMENTATION PRODUCTS	4/1/2026
NON28830	PAPER,TOILET, 2PLY, SM CORE, 36 RLS	H9999005	CS	36 EA / CS	\$ 30.47	MEDLINE EVS PRODUCTS	9/1/2025
DYND75020	TOURNIQUET,BLUE, 1"X18",ROLLED & BANDED	H6000636	CS	100 EA / CS	\$ 7.50	SPECIMEN COLLECTION/TRANSPORT COTAINERS	4/1/2026
EVS4900	DBD-TRIGGER SPRAYER,GENERAL PURPOSE,WHT,	H5822327	CS	250 EA/CS	\$ 272.50	MEDLINE EVS PRODUCTS	9/1/2025
EVS9152	WET FLOOR SIGN,YELLOW,24.625 HEIGHT	H4377	CS	6 EA/CS	\$ 80.64	MEDLINE EVS PRODUCTS	9/1/2025
EVSCHM410	CLEANER, CRME MILD ABRASIVE, 40OZ	H4063	CS	12 EA/CS	\$ 53.92	MEDLINE EVS PRODUCTS	9/1/2025
EVSTOOL425	DUST SHEETS, STICKY, 8X6, 25OCT	H5266340	EA	1 EA/EA	\$ 36.21	MEDLINE EVS PRODUCTS	9/1/2025
EVSTOOL501	SCREEN URINAL DELUXE DEOD RED/CHERRY	H5300023	CS	50 EA/CS	\$ 90.84	MEDLINE EVS PRODUCTS	9/1/2025



Contract Amendments: Medline Industries, Inc.

**File 260446: Low Unit of Measure (LUM) Distribution of
Medical, Surgical, and Laboratory Supplies**

**File 260447: Bulk Medical, Surgical, and Laboratory Supplies
and Services**

**Nader Hammoud, Associate Chief Operating Officer
San Francisco Health Network**

May 27, 2026

Overview of File 260446:



- **Contractor:** Medline Industries, Inc.
- **Contract Amendment Amount:** \$156,250,791
 - **Total Not to Exceed Amount:** \$301,562,341
- **Timeline:** Total term of July 1, 2021, through June 30, 2030
- **Contract Summary:** Medline will provide Low Unit of Measure (LUM) distribution of medical, surgical, and laboratory Supplies across DPH sites
 - Sites include Zuckerberg San Francisco General Hospital, Laguna Honda Hospital and Rehabilitation Center, Population Health Division, Behavioral Health Services, Jail Health Services, San Francisco Health Network Clinics and Practices)
 - LUM is High cost and control by unit: Catheters, surgical instruments, suture packs, ...

Overview of File 260447:



- **Contractor:** Medline Industries, Inc.
- **Contract Amendment Amount:** \$70,835,221.36
 - **Total Not to Exceed Amount:** \$165,038,293
- **Timeline:** Total term of July 1, 2021, through June 30, 2030
- **Contract Summary:** Medline will provide bulk medical, surgical, and laboratory supplies and services across DPH sites
 - High volume, low cost units: Gauze, Syringes, Alcohol pads, paper tape, paper towels, face masks



Conclusion

We respectfully request approval of these contract amendments.

Thank you!

**City and County of San Francisco
Office of Contract Administration
Purchasing Division
City Hall, Room 430
1 Dr. Carlton B. Goodlett Place
San Francisco, California 94102-4685**

Agreement between the City and County of San Francisco and

Medline Industries, Inc.

TABLE OF CONTENTS

Article 1 Definitions 1

Article 2 Term of the Agreement..... 2

 2.1 Term. 2

 2.2 Options. 2

 2.3 Holdover..... 3

Article 3 Financial Matters 3

 3.1 Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-Appropriation..... 3

 3.3 Guaranteed Maximum Costs..... 3

 3.4 Compensation..... 4

 3.5 LBE Payment and Utilization Tracking System. (Reserved)..... 4

 3.6 Getting paid for goods and/or services from the City. 4

 3.7 Contract Amendments; Budgeting Revisions. 4

 3.8 Audit and Inspection of Records..... 5

 3.9 Submitting False Claims. 6

Article 4 Services and Resources 6

 4.1 Services Medline Agrees to Perform. 6

 4.2 Qualified Personnel..... 6

 4.3 Subcontracting..... 6

 4.4 Independent Medline; Payment of Employment Taxes and Other Expenses. 7

 4.5 Assignment..... 7

 4.6 Warranty..... 8

 4.7 Liquidated Damages. (Reserved) 8

Article 5 Insurance and Indemnity 8

 5.1 Insurance. 8

 5.2 General Indemnification..... 9

 5.3 Infringement Indemnification. 10

Article 6 Liability of the Parties 10

 6.1 City’s Liability Limit. 10

 6.2 Medline’s Liability Limit..... 10

6.3 Liability for Use of Equipment. 11

Article 7 Payment of Taxes 11

7.1 Reimbursement by City..... 11

7.2 Possessory Interest Tax (If Applicable). 11

7.3 Withholding..... 12

Article 8 Termination and Default..... 12

8.1 Termination for Convenience..... 12

8.2 Termination for Default; Remedies..... 13

8.3 Non-Waiver of Rights. 14

8.4 Rights and Duties upon Termination or Expiration. 14

8.5 Suspension..... 15

Article 9 Rights In Products 15

9.1 Ownership of Results. 15

9.2 Works for Hire. 16

Article 10 Additional Requirements Incorporated by Reference..... 16

10.1 Laws Incorporated by Reference..... 16

10.2 Conflict of Interest..... 16

10.3 Prohibition on Use of Public Funds for Political Activity..... 16

10.4 Consideration of Salary History. 17

10.5 Nondiscrimination Requirements. 17

10.6 Local Business Enterprise and Non-Discrimination in Contracting Ordinance..... 17

10.7 Minimum Compensation Ordinance. 17

10.8 Health Care Accountability Ordinance..... 18

10.9 First Source Hiring Program..... 18

10.10 Alcohol and Drug-Free Workplace. 18

10.11 Limitations on Contributions..... 18

10.12 Slavery Era Disclosure. (Reserved)..... 18

10.13 Working with Minors. (Reserved)..... 18

10.14 Consideration of Criminal History in Hiring..... 19

10.15 Public Access to Nonprofit Records and Meetings. (Reserved) 19

10.16 Food Service Waste Reduction Requirements. 19

10.17	Sugar-Sweetened Beverage Prohibition.	19
10.18	Tropical Hardwood and Virgin Redwood Ban.....	19
10.19	Preservative Treated Wood Products. (Reserved).....	19
Article 11	General Provisions.....	20
11.1	Notices to the Parties.....	20
11.2	Compliance with Americans with Disabilities Act.	20
11.3	Reserved.	20
11.4	Sunshine Ordinance.....	20
11.5	Modification of this Agreement.	21
11.6	Dispute Resolution Procedure.	21
11.7	Government Code Claim Requirement.	22
11.8	Agreement Made in California; Venue.	22
11.9	Construction.....	22
11.10	Entire Agreement.....	22
11.11	Compliance with Laws.	22
11.12	Severability.....	22
11.13	Cooperative Drafting.....	22
11.14	Order of Precedence.	22
Article 12	Department Specific Terms.....	23
12.2	Materials Review. (Reserved).....	23
12.3	Emergency Response. (Reserved).....	23
12.4	Federal and State Financial Participation.....	23
Article 13	Confidentiality.....	23
13.1	Nondisclosure of Private, Proprietary or Confidential Information.	23
13.2	Payment Card Industry (“PCI”) Requirements. (Reserved).....	23
13.3	Business Associate Agreement.....	24
13.4	Protected Health Information.	24
Article 14	MacBride And Signature.....	25
14.1	MacBride Principles -Northern Ireland.....	25

AGREEMENT

This Agreement is made this 5th day of April 2021, in the City and County of San Francisco, State of California, by and between Medline Industries, Inc., a corporation with corporate offices located at Three Lakes Drive, Northfield, IL 60093 (“Medline”) and City.

Recitals

WHEREAS, Vizient and Medline entered into that certain addendum dated July 1, 2018 and further identified as contract number DM0026BG (as may be amended from time-to-time, the “Addendum”);

WHEREAS, the Addendum is an addendum to an agreement between Vizient and Medline dated September 1, 2012 and further identified as contract number DM0026 (as may be amended from time-to-time, the “Base Agreement”); and

WHEREAS, the Parties desire to amend the Addendum pursuant to the terms, covenants and conditions set forth in this Amendment; and

WHEREAS, the Medline/Vizient base agreement governs all Vizient terms not expressly detailed in this Agreement; and

WHEREAS, the Department of Public Health (“Department”) wishes to obtain Low Unit of Measure (LUM) medical/ surgical (med/surg), laboratory supplies distribution and required associated services for a period of 5 years; and

WHEREAS, Department is authorized under to Administrative Code Section 21A.2 to procure certain goods and services through a Group Purchasing Organization (GPO), and Department selected Medline through that process;

WHEREAS, there is no Local Business Entity (“LBE”) subcontracting participation requirement for this Agreement; and

WHEREAS, Medline represents and warrants that it is qualified to perform the Services required by City as set forth under this Agreement; and

WHEREAS, approval for this Agreement was obtained when the Civil Service Commission approved Contract number 43503-20/21 on 05/17/2021; and

WHEREAS, approval of this Agreement was obtained when the Board of Supervisors approved the following Resolution No. 295-21, File No. 210414 on 06/25/2021;

Now, THEREFORE, the parties agree as follows:

Article 1 Definitions

The following definitions apply to this Agreement:

1.1. **"Agreement"** means this contract document, including all attached appendices, and all applicable City Ordinances and Mandatory City Requirements which are specifically incorporated into this Agreement by reference as provided herein.

1.2. **"City"** or **"the City"** means the City and County of San Francisco, a municipal corporation, acting by and through both its Director of the Office of Contract Administration or the Director's designated agent, hereinafter referred to as "Purchasing" and Department of Public Health."

1.3. **"City Program Budget Revision"** means City's reallocation of contingency amounts available with respect to the Agreement in accordance with Article 3 of the Agreement.

1.4. **"CMD"** means the Contract Monitoring Division of the City.

1.5. **"Contested Amount"** means the amount of a charge from Medline that the City disputes in writing in good faith.

1.6. **"Medline"** means Medline Industries Inc., including its personnel.

1.7. **"Controller"** means the Controller of the City and County of San Francisco.

1.8. **"Effective Date"** means the date upon which the City's Controller certifies the availability of funds for this Agreement as provided in Section 3.1.

1.9. **"Formal Amendment"** means a fully executed written amendment to this Agreement that has been approved by each Party in accordance with the terms of Article 3 of the Agreement. A Formal Amendment can either increase the GMP or reallocate contingency amounts.

1.10. **"GPO"** means Medline's group purchasing organization.

1.11. **"GPO Agreement"** means the base agreement between Medline and the GPO.

1.12. **"GPO Services"** means the Medline GPO services provided to the City

1.13. **"Mandatory City Requirements"** means those City laws set forth in the San Francisco Municipal Code, including the duly authorized rules, regulations, and guidelines implementing such laws, that impose specific duties and obligations upon Medline.

1.14. **"Party"** and **"Parties"** mean the City and Medline either collectively or individually.

1.15. **"Product"** means the commodities delivered by Medline to the City.

1.16. **"Uncontested Amount"** means an amount charged by Medline that is not then a Contested Amount.

Article 2 Term of the Agreement

2.1 Term.

The term of this Agreement is for sixty (60) months and shall commence on July 1, 2021 ("Initial Term"), unless earlier terminated as otherwise provided herein. Both Parties understand and agree that within one year in advance of the expiration date, the City must commence its process to extend or replace this Agreement. In the event of that the Agreement is not extended by the exercise of an Option in Section 2.2, the Holder Extension of Section 2.2 will apply.

2.2 Options.

The City has an option to extend the contract term for four (4) additional years by modifying this Agreement as provided in Section 11.5, "Modification of this Agreement" and certifying any additional amount for such extension as provided in Section 3.4.

2.3 **Holdover**

Should this Agreement expire without a new Agreement in place, at that time as mutually agreed by the Parties, this Agreement and associated budget may remain in full force and effect for a period of twelve months in order to enable the City to put a new GPO in place. The best estimated Holdover Extension budget shall be detailed in Appendix B (Calculation of Charges).

Article 3 Financial Matters

3.1 **Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-Appropriation.**

3.2 This Agreement is subject to the budget and fiscal provisions of the City's Charter. Charges will accrue only after prior written authorization certified by the Controller, and the amount of City's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization. This Agreement will terminate without penalty, liability or expense of any kind to City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated. City has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the Mayor and the Board of Supervisors. Medline assumption of risk of possible non-appropriation is part of the consideration for this Agreement. For clarity, in no event can City place orders or will Medline be obligated to fill orders should charges exceed the Guaranteed Maximum Price ("GMP") certified by the Controller.

Medline and City will review the City's expenditure rate quarterly to ensure that each understands whether demand will exceed the Guaranteed Maximum Price currently certified by the Controller to enable the City to seek additional funds, as appropriate. Medline and City will review current spend and purchase history during their quarterly reviews to enable the City to determine if certification of any additional funds will be required. **For clarity, the addition of any funds beyond the GMP in excess of \$500,000 will require a Formal Amendment to this Agreement and will require approval by the San Francisco Board of Supervisors.** Given this requirement, the City will use best efforts to begin the process of modifying this Agreement, if required, twelve (12) months in advance of the date that the Parties anticipate the need for additional funds.

THIS SECTION CONTROLS AGAINST ANY AND ALL OTHER PROVISIONS OF THIS AGREEMENT.

3.3 **Guaranteed Maximum Costs.**

The City's payment obligation to Medline cannot at any time exceed the amount certified by City's Controller for the purpose and period stated in such certification. Absent an authorized Emergency per the City Charter or applicable Code, no City representative is authorized to offer or promise, nor is the City required to honor, any offered or promised payments to Medline under this Agreement in excess of the certified maximum amount without the Controller having first certified the additional promised amount and the Parties having modified this Agreement as provided in Section 11.5, "Modification of this Agreement."

3.4 Compensation.

3.4.1 Payment. If applicable, Medline shall provide an invoice to the City on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, "Calculation of Charges. Payment shall be made within 30 calendar days of date of the invoice, unless the City notifies Medline that a dispute as to the invoice exists in accordance with Section 11.6.1. In no event shall the amount of this Agreement exceed **ONE HUNDRED FORTY FIVE MILLION THREE HUNDRED ELEVEN THOUSAND FIVE HUNDRED FIFTY (\$145,311,550)**. The breakdown of charges associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein. A portion of payment may be withheld until conclusion of the Agreement if agreed to by both parties as retainage, described in Appendix B. In no event shall City be liable for interest or late charges for any late payments.

3.4.2 Payment Limited to Satisfactory Services. If applicable, payments to Medline by City shall not excuse Medline from its obligation to replace Products that do not materially conform to the requirements of this Agreement, including equipment, components, materials, or Services even if the nonconformance of such Products, equipment, components, materials, or Services may not have been apparent or detected at the time such payment was made. Products, equipment, components, materials and Services that do not materially conform to the requirements of this Agreement may be rejected by City and in such case must be replaced by Medline at no cost to the City.

3.4.3 Withhold Payments. If Medline fails to provide Services in accordance with Medline's obligations under this Agreement, the City must give Medline written notice of such failure. If after ten (10) business days from the date of written notice, Medline has still not provided or made a good faith attempt to provide such Services, then the City may withhold applicable payments due Medline under the invoice(s) for the specific Services giving rise to such failure until such failure to perform is cured, and Medline shall not stop work as a result of City's withholding of payments as provided herein.

3.4.4 Invoice Format. Invoices furnished by Medline under this Agreement must be in a form acceptable to the Controller and City, and must include a unique invoice number. Payment shall be made by City as specified in Section 3.3.6, or in such alternate manner as the Parties have mutually agreed upon in writing.

3.5 LBE Payment and Utilization Tracking System. (Reserved)

3.6 Getting paid for goods and/or services from the City.

(a) All City vendors receiving new contracts, contract renewals, or contract extensions must sign up to receive electronic payments through, the City's Automated Clearing House (ACH) payments service/provider. Electronic payments are processed every business day and are safe and secure. To sign up for electronic payments, visit www.sfgov.org/ach.

(b) The following information is required to sign up: (i) The enroller must be their company's authorized financial representative, (ii) the company's legal name, main telephone number and all physical and remittance addresses used by the company, (iii) the company's U.S. federal employer identification number (EIN) or Social Security number (if they are a sole proprietor), and (iv) the company's bank account information, including routing and account numbers.

3.7 Contract Amendments; Budgeting Revisions.

3.7.1 Formal Contract Amendment: Medline shall not be entitled to an increase in the Guaranteed Maximum Price (GMP) or an extension of the Term unless the Parties agree to a Formal Amendment in accordance with the San Francisco Administrative Code and Section 11.5 (Modifications of this Agreement).

3.7.2 City Revisions to Program Budgets: The City shall have authority, without the execution of a Formal Amendment, to purchase additional Services and/or make non-material changes to the work in accordance with the terms of this Agreement (including such terms that require Medline's agreement), not involving an increase in the GMP or the Term by use of a written City Program Budget Revision.

3.8 Audit and Inspection of Records.

Contractor agrees to maintain and make available to the City, upon reasonable advance written notice and during regular business hours, accurate billing and payment books and accounting records for the fees and expenses relating to its Services. Medline will permit City to—at City's sole expense—audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices and financial, and/or other records required under Administrative Code Section 21.34, related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. Medline shall maintain such data and records in an accessible location and condition for a period of not fewer than five years after final payment under this Agreement or until after final audit has been resolved, whichever is later. To the extent required by applicable law or regulation, the State of California or any Federal agency having an interest in the subject matter of this Agreement shall have the same rights as conferred upon City by this Section. Medline shall include the same audit and inspection rights and record retention requirements in all subcontracts.

Medline shall annually have its books of accounts audited by a Certified Public Accountant and shall transmit a summary letter from such account to the Director of Public Health or his /her designee within one hundred eighty (180) calendar days following Medline's fiscal year end date. Notwithstanding anything to the contrary herein, the summary letter shall be considered confidential information of the Contract and City shall not disclose it to any third-party except in accordance with Section 11.4 (Sunshine Ordinance) of this Agreement. If Medline expends \$750,000 or more in Federal funding per year, from any and all Federal awards, said audit shall be conducted in accordance with 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Said requirements can be found at the following website address: https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl.

If Medline expends less than \$750,000 a year in Federal awards, Medline is exempt from the single audit requirements for that year, but records must be available for review or audit by appropriate officials of the Federal Agency, pass-through entity and General Accounting Office. Medline agrees to reimburse the City any cost adjustments necessitated by this audit report. Any audit report which addresses all or part of the period covered by this Agreement shall treat the service components identified in the detailed descriptions attached to Appendix A and referred to in the Program Budgets of Appendix B as discrete program entities of the Contractor.

3.8.1 The Director of Public Health or his / her designee may approve a waiver of the audit requirement in Section 3.4.1 above, if the contractual Services are of a consulting or personal services nature, these Services are paid for through fee for service terms which limit the City's risk with such contracts, and it is determined that the work associated with the audit would produce undue burdens or costs and would provide minimal benefits. A written request for a waiver must be submitted to the Director ninety (90) calendar days before the end of the Agreement term or Medline fiscal year, whichever comes first.

3.8.2 Any financial adjustments necessitated by this audit report shall be made by Medline to the City. If Medline is under contract to the City, the adjustment may be made in the next subsequent billing by Medline to the City, or may be made by another written schedule determined solely by the City. In the event Medline is not under contract to the City, written arrangements shall be made for audit adjustments.

3.9 Submitting False Claims.

The full text of San Francisco Administrative Code Chapter 21, Section 21.35, including the enforcement and penalty provisions, is incorporated into this Agreement. Pursuant to San Francisco Administrative Code §21.35, any Medline or subcontractor who submits a false claim shall be liable to the City for the statutory penalties set forth in that Section. A Medline or subcontractor will be deemed to have submitted a false claim to the City if the Medline or subcontractor: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

Article 4 Services and Resources

4.1 Services Medline Agrees to Perform.

Medline agrees to perform the Services provided for in Appendix A, "Supply Agreement." Officers and employees of the City are not authorized to request, and the City is not required to reimburse the Medline for Services beyond the scope listed in Appendix A unless Appendix A is modified as provided in Sections 3.4 above (Contract Amendments; Budgeting Revisions).

4.2 Qualified Personnel.

Medline shall utilize only competent personnel under the supervision of, and in the employment of, Medline (or Medline's authorized subcontractors) to perform the Services. Medline will comply with City's reasonable requests regarding assignment and/or removal of personnel, but all personnel, including those assigned at City's request, must be supervised by Medline. Medline shall commit adequate resources to allow completion within the project schedule specified in this Agreement.

4.3 Subcontracting.

Medline may subcontract portions of the Services only upon prior written approval of City. Such approval may not be unreasonably withheld, delayed, or conditioned. Medline is responsible for its subcontractors throughout the course of the work required to perform the Services. All Subcontracts must incorporate the terms of Article 10 "Additional Requirements Incorporated by Reference" of this Agreement, unless inapplicable. Neither Party shall, on the basis of this Agreement, contract on behalf of, or in the name of, the other Party. Any agreement made in violation of this provision shall be null and void.

4.4 **Independent Medline; Payment of Employment Taxes and Other Expenses.**

4.4.1 Independent Medline. For the purposes of this Article 4, "Medline" shall be deemed to include not only Medline, but also any agent or employee of Medline. Medline acknowledges and agrees that at all times, Medline or any agent or employee of Medline shall be deemed at all times to be an independent Medline and is wholly responsible for the manner in which it performs the services and work requested by City under this Agreement. Medline, its agents, and employees will not represent or hold themselves out to be employees of the City at any time. Medline or any agent or employee of Medline shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Medline or any agent or employee of Medline is liable for the acts and omissions of itself, its employees and its agents. Medline shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Medline's performing services and work, or any agent or employee of Medline providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between City and Medline or any agent or employee of Medline. Any terms in this Agreement referring to direction from City shall be construed as providing for direction as to policy and the result of Medline's work only, and not as to the means by which such a result is obtained. City does not retain the right to control the means or the method by which Medline performs work under this Agreement. Medline agrees to maintain and make available to City, upon request and during regular business hours, accurate books and accounting records demonstrating Medline's compliance with this Section in accordance with San Francisco Administrative Code Section 21.34. Should City determine that Medline, or any agent or employee of Medline, is not performing in accordance with the requirements of this Agreement, City shall provide Medline with written notice of such failure. Within five (5) business days of Medline's receipt of such notice, and in accordance with Medline policy and procedure, Medline shall remedy the deficiency. Notwithstanding, if City believes that an action of Medline, or any agent or employee of Medline, warrants immediate remedial action by Medline, City shall contact Medline and provide Medline in writing with the reason for requesting such immediate action.

4.4.2 Payment of Employment Taxes and Other Expenses. Should City, in its reasonable discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Medline is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Medline which can be applied against this liability). City shall then forward those amounts to the relevant taxing authority. Should a relevant taxing authority determine a liability for past services performed by Medline for City, upon notification of such fact by City, Medline shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Medline under this Agreement (again, offsetting any amounts already paid by Medline which can be applied as a credit against such liability). A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Medline shall not be considered an employee of City. Notwithstanding the foregoing, Medline agrees to indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all claims, losses, costs, damages, and expenses, including attorneys' fees, arising from this Section.

4.5 **Assignment.**

The Services to be performed by Medline are personal in character and neither this Agreement nor any duties or obligations hereunder may be assigned or delegated by Medline unless first approved by City by written instrument executed and approved in the same manner as this Agreement. Such approval may not

be unreasonably withheld, delayed, or conditioned. Any purported assignment made in violation of this provision shall be null and void.

4.6 Warranty.

Medline warrants to City that the Services will be performed with the degree of skill and care that is required by current, good and sound professional procedures and practices, and in conformance with generally accepted professional standards prevailing at the time the Services are performed so that all Services are performed as contemplated in this Agreement as detailed in Appendix A (Supply Agreement).

4.7 Liquidated Damages. (Reserved)

Article 5 Insurance and Indemnity

5.1 Insurance.

5.1.1 Required Coverages. Without in any way limiting Medline's liability pursuant to the "Indemnification" Section of this Agreement, Medline must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

(a) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and

(b) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence, \$2,000,000 aggregate for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, and

(c) Commercial Automobile Liability Insurance with limits not less than \$2,000,000 each occurrence, "Combined Single Limit" for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

(d) Professional Liability Insurance, applicable to Medline's profession, with limits not less than \$1,000,000 each claim with respect to negligent acts, errors or omissions in connection with the Services.

(e) Products Liability / Completed Operations Insurance with minimum limits of \$5,000,000 per claim and \$5,000,000 annual aggregate.

(f) Technology Errors and Omissions Liability (Not Required).

(g) Cyber and Privacy Insurance with limits of not less than \$5,000,000 per occurrence. Such insurance shall include coverage for liability arising from theft, dissemination, and/or use of confidential information, including but not limited to, bank and credit card account information or personal information, such as name, address, social security numbers, protected health information or other personally identifying information, stored or transmitted in electronic form or hardcopy form.

(h) Excess or umbrella coverage may be used to meet any of the requirements in this Section 5.

5.1.2 Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide:

(a) Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

(b) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

5.1.3 Contractor shall provide thirty (30) days' advance written notice to the City of cancellation for any reason or intended non-renewal. Medline shall provide thirty (30) days prior written notice to the City of any material reduction in the insurance coverages. Notices shall be sent to the City address set forth in Section 11.1, entitled "Notices to the Parties."

5.1.4 Should any of the required insurance be provided under a claims-made form, Medline shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

5.1.5 Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

5.1.6 Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

5.1.7 Before commencing any Services, Medline shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Approval of the insurance by City shall not relieve or decrease Medline's liability hereunder.

5.1.8 The Workers' Compensation policy(ies) shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Medline, its employees, agents and subcontractors.

5.1.9 If Medline will use any subcontractor(s) to provide Services, Medline shall require the subcontractor(s) to provide all necessary insurance and to name the City and County of San Francisco, its officers, agents and employees and the Medline as additional insureds.

5.2 General Indemnification.

5.2.1 Contractor shall indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all third party claims for loss, cost, damage, injury, liability, and claims thereof arising directly or indirectly from Medline performance of this Agreement, except to the extent that such indemnity is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this Agreement and except where such loss, damage, injury, liability or claim is the result of active negligence or willful misconduct of City in which case damages shall be apportioned pro rata under the California doctrine of comparative fault. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related third party costs that the City necessarily incurs.

5.2.2 In addition to Medline obligation to indemnify City, Medline specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim which falls within this indemnification provision, while such claim is in effect, even if the

allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Medline by City and continues at all times thereafter.

5.2.3 There shall be no limitation on the ability of either party to bring an action arising from or relating to this Agreement except those set forth in California Law.

5.2.4 Contractor's indemnification obligation applies only if (i) Medline is notified in writing of the claim promptly following City receiving the claim (for clarity, the filing of a California Government Code claim in accordance with Sections 911, *et seq.*, is a jurisdictional prerequisite to a third-party filing suit), and (ii) City reasonably assists Medline in obtaining information about the facts underlying the claim. If Medline agrees in writing to defend, indemnify, and hold the City and its officers and employees harmless without a reservation of rights, Medline may request sole control over the defense subject to City Attorney approval, with the exception that in any case a settlement calls for the payment of City funds or action on the part of the City, such settlement would be subject to final approval of the City Attorney and the San Francisco Board of Supervisors, each acting in its sole discretion.

5.3 **Infringement Indemnification.**

5.3.1 Contractor shall indemnify and hold City harmless from all third party claims, loss and liability, including attorneys' fees, court costs and all other litigation expenses for any infringement of United States patent rights existing at the time of delivery of the Product, or any copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons in consequence of the use by City, or any of its officers or agents, of Products supplied by Medline in the performance of this Agreement. The obligation shall not be applicable to the extent that an infringement claim is based solely upon (i) the City's alteration or modification of the Products delivered by the Contractor; (ii) if the City uses the Products in a manner not intended by, or previously approved by Medline or (iii) the City's failure to use corrections or enhancements made available by Contractor.

5.3.2 If any Product is, or in Medline opinion is likely to be, held to be infringing, Medline will at its expense and subject to the approval of the City either: (i) procure the right for the City to continue using it, (ii) replace it with a noninfringing equivalent, (iii) modify it to make it noninfringing, or (iv) direct the return of the Product and refund to City the fees paid for such Product.

Article 6 Liability of the Parties

6.1 **City's Liability Limit.**

CITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN ARTICLE 3 OF THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

6.2 **Medline's Liability Limit.**

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL DISTRIBUTOR BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN

CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT. DISTRIBUTOR'S MAXIMUM LIABILITY FOR ANY DIRECT DAMAGES ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL BE CAPPED IN THE AGGREGATE AT \$25,000,000.

DISTRIBUTOR'S LIABILITY LIMIT SET FORTH ABOVE SHALL NOT APPLY TO:

(1) DAMAGES CAUSED BY DISTRIBUTOR'S GROSS NEGLIGENCE (FOR PURPOSES OF THIS SECTION, "GROSS NEGLIGENCE" SHALL MEAN A WANT OF EVEN SCANT CARE OR EXTREME DEPARTURE FROM THE ORDINARY STANDARD OF CONDUCT) OR WILLFUL MISCONDUCT;

(2) DISTRIBUTOR'S OBLIGATION TO INDEMNIFY AND DEFEND CITY AGAINST THIRD-PARTY CLAIMS PURSUANT TO THE GENERAL INDEMNIFICATION AND INFRINGEMENT INDEMNIFICATION PROVISIONS HEREIN;

(3) DAMAGES THAT ARISE FROM THE UNAUTHORIZED USE OR DISCLOSURE OR FAILURE TO MAINTAIN CONFIDENTIALITY OF CITY'S INFORMATION IN THE POSSESSION OR CONTROL OF DISTRIBUTOR RESULTING FROM DISTRIBUTOR'S BREACH OF SECTION 13.1 (NONDISCLOSURE OF PRIVATE, PROPRIETARY, OR CONFIDENTIAL INFORMATION) OR THE BUSINESS ASSOCIATE AGREEMENT (ATTACHED HERETO AS APPENDIX E), INCLUDING ALL OF CITY'S RELATED COSTS OF INVESTIGATION AND NOTIFICATION, AND STATUTORY FINES AND PENALTIES, UP TO AN AGGREGATE LIABILITY CAP OF \$5,000,000; AND

(4) WRONGFUL DEATH CAUSED BY DISTRIBUTOR.

6.3 Liability for Use of Equipment.

City shall not be liable for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Medline, or any of its subcontractors, or by any of their employees, even though such equipment is furnished, rented or loaned by City.

Article 7 Payment of Taxes

7.1 Reimbursement by City.

Medline shall pay all taxes, including possessory interest taxes levied upon or as a result of this Agreement, or the Services delivered pursuant hereto. Medline shall remit to the State of California any sales or use taxes paid by City to Medline under this Agreement. Medline agrees to promptly provide information requested by the City to verify Medline's compliance with any State requirements for reporting sales and use tax paid by City under this Agreement. Medline may invoice City for sales and use taxes paid, and such taxes may be billed against a budget line-item contained in Appendix B (Calculation of Charges).

7.2 Possessory Interest Tax (If Applicable).

7.2.1 Medline acknowledges that this Agreement may create a "possessory interest" for property tax purposes. Generally, such a possessory interest is not created unless the Agreement entitles the Medline to possession, occupancy, or use of City property for private gain, other than as provided in this Agreement. If such a possessory interest is created, then the following shall apply.

7.2.2 Medline, on behalf of itself and any permitted successors and assigns, recognizes and understands that Medline, and any permitted successors and assigns, may be subject to real property tax assessments on the possessory interest.

7.2.3 Medline, on behalf of itself and any permitted successors and assigns, recognizes and understands that the creation, extension, renewal, or assignment of this Agreement may result in a “change in ownership” for purposes of real property taxes, and therefore may result in a revaluation of any possessory interest created by this Agreement. Medline accordingly agrees on behalf of itself and its permitted successors and assigns to report on behalf of the City to the County Assessor the information required by Revenue and Taxation Code Section 480.5, as amended from time to time, and any successor provision.

7.2.4 Medline, on behalf of itself and any permitted successors and assigns, recognizes and understands that other events also may cause a change of ownership of the possessory interest and result in the revaluation of the possessory interest. (see, e.g., Rev. & Tax. Code Section 64, as amended from time to time). Medline accordingly agrees on behalf of itself and its permitted successors and assigns to report any change in ownership to the County Assessor, the State Board of Equalization or other public agency as required by law.

7.2.5 Medline further agrees to provide such other information as may be requested by the City to enable the City to comply with any reporting requirements for possessory interests that are imposed by applicable law.

7.3 Withholding.

Contractor agrees that it is obligated to pay all amounts due to the City under the San Francisco Business and Tax Regulations Code during the term of this Agreement. Pursuant to Section 6.10-2 of the San Francisco Business and Tax Regulations Code, Medline further acknowledges and agrees that City may withhold any payments due to Medline under this Agreement if Medline is delinquent in the payment of any amount required to be paid to the City under the San Francisco Business and Tax Regulations Code. Any payments withheld under this paragraph shall be made to Contractor, without interest, upon Medline coming back into compliance with its obligations.

Article 8 Termination and Default

In the event of termination of this Agreement, as set forth herein, unless otherwise agreed by the Parties, Medline understands and agrees that such termination will not become until the City notifies Medline in writing that a replacement Medline membership agreement is in place. In no event shall the effective date of termination exceed twelve (12) months from the date that the Medline issues written notice of termination.

8.1 Termination for Convenience

8.1.1 City shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. City shall exercise this option by giving Medline one hundred twenty (120) days’ prior written notice of termination. The notice shall specify the date on which termination shall become effective.

8.1.2 Upon receipt of the notice of termination, Medline shall use reasonable efforts to commence and perform, with diligence, all actions necessary on the part of Medline to effect the termination of this Agreement on the date specified by City and to minimize the liability of Medline and City to third parties as a result of termination. Medline shall take the following actions, unless otherwise directed in writing by the City:

(a) Halting the performance of all Services under this Agreement on the date(s) and in the manner specified by City.

(b) Terminating all existing orders and subcontracts, and not placing any further orders or subcontracts for materials, Services, equipment or other items.

(c) At City's direction, assigning to City any or all of Medline right, title, and interest under the orders and subcontracts terminated. Upon such assignment, City shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.

(d) Settling all outstanding liabilities arising out of the termination of orders and subcontracts in support of this Agreement.

(e) Completing performance of any Services that City designates to be completed prior to the date of termination specified by City.

(f) Taking such action as may be necessary, or as the City may direct, for the protection and preservation of any property related to this Agreement which is in the possession of Medline and in which City has or may acquire an interest.

8.1.3 Within 30 days after the specified termination date, Medline shall submit a final invoice to City, which shall set forth any outstanding claim for payment.

8.1.4 In no event shall City be liable for costs incurred by Medline or any of its subcontractors after the termination date specified by City, except for those costs specifically enumerated and described in Section 8.1.3. Such non-recoverable costs include, but are not limited to, anticipated profits on the Services under this Agreement, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, attorneys' fees or other costs relating to the prosecution of a claim or lawsuit, prejudgment interest, or any other expense which is not reasonable or authorized under Section 8.1.3.

8.1.5 In arriving at the amount due to Medline under this Section, City may deduct: (i) all payments previously made by City for the same Services covered by Medline final invoice; (ii) an amount contested under an applicable invoice which is properly disputed in accordance with and subject to the dispute resolution language of Section 11.6; and (iii) any invoiced costs or expenses excluded pursuant to the immediately preceding subsection 8.1.4. In instances in which the cost of any Service performed under this Agreement is excessively high due to costs incurred to remedy or replace defective or rejected Services, the City may seek the difference between the invoiced amount and the reasonable cost of performing the invoiced Services in compliance with the requirements of this Agreement pursuant to the dispute resolution language of Section 11.6.

8.1.6 City's payment obligation under this Section shall survive termination of this Agreement.

8.2 Termination for Default; Remedies.

8.2.1 City may terminate this Agreement for material breach by Contractor, by giving one hundred twenty (120) days' prior written notice to Contractor. In such event, Medline shall have the right to cure the breach within the notice period. Each of the following may constitute an event of default ("Event of Default") under this Agreement:

(a) Contractor fails or refuses to perform or observe any term, covenant or condition contained in any of the following Sections of this Agreement:

3.6	Submitting False Claims.	11.11	Compliance with Laws
4.13	Assignment	13.1	Nondisclosure of Private, Proprietary or Confidential Information
Article 5	Insurance and Indemnity	13.4	Protected Health Information
Article 7	Payment of Taxes		

(b) Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, including any obligation imposed by ordinance or statute and incorporated by reference herein, and such default continues for a period of ten days after written notice thereof from City to Contractor.

(c) Contractor files, or consents by answer or otherwise to the filing against it of a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction; (iii) makes an assignment for the benefit of its creditors; (iv) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Medline or of any substantial part of Medline property; or (v) takes action for the purpose of any of the foregoing.

(d) A court or government authority enters an order (i) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Medline or with respect to any substantial part of Medline property, (ii) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction or (iii) ordering the dissolution, winding-up or liquidation of Contractor.

8.2.2 On and after any Event of Default, City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. Upon any termination, City shall pay Medline uncontested amounts for Services performed in material conformance to the requirements of this Agreement up to and on the effective date of termination, in accordance with Section 3.3.1.. Any contested amounts shall be subject to the dispute resolution language detailed in Section 11.6 below.

8.2.3 All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy. Nothing in this Agreement shall constitute a waiver or limitation of any rights that City may have under applicable law.

8.2.4 Any notice of default must be sent by registered mail to the address set forth in Article 11.

8.3 Non-Waiver of Rights.

The omission by either party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.

8.4 Rights and Duties upon Termination or Expiration.

8.4.1 This Section and the following Sections of this Agreement listed below, shall survive termination or expiration of this Agreement:

3.3.1	Payment		11.6	Dispute Resolution Procedure
3.3.2	Payment Limited to Satisfactory Services		11.8	Agreement Made in California; Venue
3.5	Audit and Inspection of Records		11.9	Construction
3.6	Submitting False Claims		11.10	Entire Agreement
Article 5	Insurance and Indemnity		11.11	Compliance with Laws
Article 6	Liability of Parties		11.12	Severability
Article 7	Payment of Taxes		13.1	Nondisclosure of Private, Proprietary or Confidential Information
8.1.6	Payment Obligation		13.4	Protected Health Information
Article 9	Rights in Products			

8.5 Suspension.

Notwithstanding anything to the contrary in this Agreement, Medline retains the right to temporarily suspend performance under this Agreement, acting in its sole discretion, in the event that Medline perceives there to be (i) a patient safety concern; (ii) a violation or potential violation of applicable law; or (iii) City's failure to perform an obligation under the Agreement after Medline provides written notice specifying the nature of City's failure of such obligation. Medline shall resume performance within 24 hours after the City effects a cure to Medline's satisfaction. Medline shall work with the City to effect a cure in order to expedite resumption of Medline performance under this Agreement. For non-payment, Medline agrees to provide the City with a 30-day cure period.

For clarity, in no event can City place orders or will Medline be obligated to fill orders should charges exceed the Guaranteed Maximum Price ("GMP") certified by the Controller. For clarity, in no event can City place orders or will Medline be obligated to fill orders should charges exceed the Guaranteed Maximum Price ("GMP") certified by the Controller. Any orders that exceed the GMP will require a formal Modification of this Agreement.

Article 9 Rights In Products

9.1 Ownership of Results.

Any interest of Medline or its subcontractors, in the Deliverables, including any drawings, plans, specifications, blueprints, studies, reports, memoranda, computation sheets, computer files and media or other documents prepared by Medline or its subcontractors for the purposes of this agreement, shall become the property of and will be transmitted to City, except to the extent they include works of authorship, material, information, and other intellectual property created before or independently of the performance of the Services, including any modifications or enhancements thereto and derivative works based thereon ("Contractor Materials"). Medline grants City a royalty-free, fully paid-up, non-exclusive perpetual license to use the Medline Materials contained in the Deliverables, for City's internal business purposes, in connection with its use of the Deliverables. However, unless expressly prohibited elsewhere

in this Agreement, Medline may retain and use copies of Deliverables for reference and as documentation of its experience and capabilities.

9.2 Works for Hire.

If, in connection with Services, Medline or its subcontractors creates Deliverables including, without limitation, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, blueprints, source codes, or any other original works of authorship, whether in digital or any other format, such works of authorship shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works shall be the property of the City, except to the extent they contain Medline Materials. With the exception of Medline Materials, if any Deliverables created by Medline or its subcontractor(s) under this Agreement are ever determined not to be works for hire under U.S. law, Medline hereby assigns all Medline copyrights to such Deliverables to the City, agrees to execute any documents necessary to effectuate such assignment, and agrees to include a clause in every subcontract imposing the same duties upon subcontractor(s). With City's prior written approval, Medline and its subcontractor(s) may retain and use copies of such works for reference and as documentation of their respective experience and capabilities. The rights granted in this Article 9 to Deliverables are subject to full and final payment by City to Medline hereunder of uncontested amounts, while contested amounts shall be resolved in accordance with the dispute resolution process outlined in Section 11.6. During the period between delivery of a Deliverable by Medline and the due date of payment therefor (including throughout the duration of any payment dispute discussions), subject to the terms and conditions contained herein, Medline hereby grants City a royalty-free, non-exclusive, limited license to use such Deliverable and to use any Medline Materials contained therein in accordance with the Statement of Work.

Article 10 Additional Requirements Incorporated by Reference

10.1 Laws Incorporated by Reference.

Contractor represents and warrants that it will comply with all applicable laws and regulations in performing the Services. Subject to the foregoing, the full text of the laws listed in this Article 10, including enforcement and penalty provisions, are incorporated by reference into this Agreement. The full text of the San Francisco Municipal Code provisions incorporated by reference in this Article and elsewhere in the Agreement ("Mandatory City Requirements") are available at http://www.amlegal.com/codes/client/san-francisco_ca/

10.2 Conflict of Interest.

By executing this Agreement, Medline certifies that it does not know of any fact which constitutes a violation of Section 15.103 of the City's Charter; Article III, Chapter 2 of City's Campaign and Governmental Conduct Code; Title 9, Chapter 7 of the California Government Code (Section 87100 *et seq.*), or Title 1, Division 4, Chapter 1, Article 4 of the California Government Code (Section 1090 *et seq.*), and further agrees promptly to notify the City if it becomes aware of any such fact during the term of this Agreement.

10.3 Prohibition on Use of Public Funds for Political Activity.

In performing the Services, Medline shall comply with San Francisco Administrative Code Chapter 12G, which prohibits funds appropriated by the City for this Agreement from being expended to participate in,

support, or attempt to influence any political campaign for a candidate or for a ballot measure. Medline is subject to the enforcement and penalty provisions in Chapter 12G.

10.4 Consideration of Salary History.

Contractor shall comply with San Francisco Administrative Code Chapter 12K, the Consideration of Salary History Ordinance or "Pay Parity Act." Medline is prohibited from considering current or past salary of an applicant in determining whether to hire the applicant or what salary to offer the applicant to the extent that such applicant is applying for employment to be performed on this Agreement or in furtherance of this Agreement, and whose application, in whole or part, will be solicited, received, processed or considered, whether or not through an interview, in the City or on City property. The ordinance also prohibits employers from (1) asking such applicants about their current or past salary or (2) disclosing a current or former employee's salary history without that employee's authorization unless the salary history is publicly available. Medline is subject to the enforcement and penalty provisions in Chapter 12K. Information about and the text of Chapter 12K is available on the web at <https://sfgov.org/olse/consideration-salary-history>. Medline is required to comply with all of the applicable provisions of 12K, irrespective of the listing of obligations in this Section.

10.5 Nondiscrimination Requirements.

10.5.1 Non Discrimination in Contracts. Medline shall comply with the provisions of Chapters 12B and 12C of the San Francisco Administrative Code. Medline shall incorporate by reference in all subcontracts the provisions of Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code and shall require all subcontractors to comply with such provisions. Medline is subject to the enforcement and penalty provisions in Chapters 12B and 12C.

10.5.2 Nondiscrimination in the Provision of Employee Benefits. San Francisco Administrative Code 12B.2. Medline does not as of the date of this Agreement, and will not during the term of this Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for the City elsewhere in the United States, discriminate in the provision of employee benefits between employees with domestic partners and employees with spouses and/or between the domestic partners and spouses of such employees, subject to the conditions set forth in San Francisco Administrative Code Section 12B.2.

10.6 Local Business Enterprise and Non-Discrimination in Contracting Ordinance.

Contractor shall comply with all applicable provisions of Chapter 14B ("LBE Ordinance"). Medline is subject to the enforcement and penalty provisions in Chapter 14B. Medline shall utilize LBE Subcontractors for at least 5% of the Services except as otherwise authorized in writing by the Director of CMD. Medline shall incorporate the requirements of the LBE Ordinance in each subcontract made in the fulfillment of Medline LBE subcontracting commitments.

10.7 Minimum Compensation Ordinance.

Contractor shall pay covered employees no less than the minimum compensation required by San Francisco Administrative Code Chapter 12P. Medline is subject to the enforcement and penalty provisions in Chapter 12P. By signing and executing this Agreement, Medline certifies that it is in compliance with Chapter 12P.

10.8 Health Care Accountability Ordinance.

Contractor shall comply with San Francisco Administrative Code Chapter 12Q. Medline shall choose and perform one of the Health Care Accountability options set forth in San Francisco Administrative Code Chapter 12Q.3. Medline is subject to the enforcement and penalty provisions in Chapter 12Q.

10.9 First Source Hiring Program.

Contractor must comply with all of the provisions of the First Source Hiring Program, Chapter 83 of the San Francisco Administrative Code, that apply to this Agreement, and Medline is subject to the enforcement and penalty provisions in Chapter 83.

10.10 Alcohol and Drug-Free Workplace.

City reserves the right to deny access to, or require Medline to remove from, City facilities personnel of any Medline or subcontractor who City has reasonable grounds to believe has engaged in alcohol abuse or illegal drug activity which in any way impairs City's ability to maintain safe work facilities or to protect the health and well-being of City employees and the general public. City shall have the right of final approval for the entry or re-entry of any such person previously denied access to, or removed from, City facilities. Illegal drug activity means possessing, furnishing, selling, offering, purchasing, using or being under the influence of illegal drugs or other controlled substances for which the individual lacks a valid prescription. Alcohol abuse means possessing, furnishing, selling, offering, or using alcoholic beverages, or being under the influence of alcohol.

10.11 Limitations on Contributions.

By executing this Agreement, Medline acknowledges its obligations under section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with, or is seeking a contract with, any department of the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, for a grant, loan or loan guarantee, or for a development agreement, from making any campaign contribution to (i) a City elected official if the contract must be approved by that official, a board on which that official serves, or the board of a state agency on which an appointee of that official serves, (ii) a candidate for that City elective office, or (iii) a committee controlled by such elected official or a candidate for that office, at any time from the submission of a proposal for the contract until the later of either the termination of negotiations for such contract or twelve months after the date the City approves the contract. The prohibition on contributions applies to each prospective party to the contract; each member of Medline board of directors; Medline chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 10% in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Medline certifies that it has informed each such person of the limitation on contributions imposed by Section 1.126 by the time it submitted a proposal for the contract, and has provided the names of the persons required to be informed to the City department with whom it is contracting.

10.12 Slavery Era Disclosure. (Reserved)

10.13 Working with Minors. (Reserved)

10.14 Consideration of Criminal History in Hiring.

Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12T, "City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions," of the San Francisco Administrative Code ("Chapter 12T"), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Chapter 12T are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the Chapter 12T is available on the web at <http://sfgov.org/olse/fco>. Medline is required to comply with all of the applicable provisions of 12T, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12T.

The requirements of Chapter 12T shall only apply to a Medline or Subcontractor's operations to the extent those operations are in furtherance of the performance of this Agreement, shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement, and shall apply when the physical location of the employment or prospective employment of an individual is wholly or substantially within the City of San Francisco. Chapter 12T shall not apply when the application in a particular context would conflict with federal or state law or with a requirement of a government agency implementing federal or state law.

10.15 Public Access to Nonprofit Records and Meetings. (Reserved)

10.16 Food Service Waste Reduction Requirements.

Contractor shall comply with the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including but not limited to the remedies for noncompliance provided therein.

10.17 Sugar-Sweetened Beverage Prohibition.

10.17.1 Sugar-Sweetened Beverage Prohibition. Medline agrees that it shall not sell, provide, or otherwise distribute Sugar-Sweetened Beverages, as defined by San Francisco Administrative Code Chapter 101, as part of its performance of this Agreement.

10.17.2 Packaged Water Prohibition. Medline agrees that it shall not sell, provide, or otherwise distribute Packaged Water, as defined by San Francisco Environment Code Chapter 24, as part of its performance of this Agreement. "Water" does not include: mineral water; carbonated or sparkling water; soda, seltzer, or tonic water; or flavored water, also marketed as fitness water, vitamin water, enhanced water, energy water, or other similar products. "Water" does not include those food ingredients that are listed in ingredient labeling as "water," "carbonated water," "disinfected water," or "filtered water."

10.18 Tropical Hardwood and Virgin Redwood Ban.

Pursuant to San Francisco Environment Code Section 804(b), the City urges Medline not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product.

10.19 Preservative Treated Wood Products. (Reserved)

Article 11 General Provisions

11.1 Notices to the Parties.

Unless otherwise indicated in this Agreement, all written communications sent by the Parties may be by U.S. mail or e-mail, and shall be addressed as follows:

To CITY: Office of Contract Management and Compliance
Department of Public Health
101 Grove Street, Room 410
San Francisco, California 94102 e-mail: jonathan.lyens@sfdph.org

And: Daisy Aguallo
DEPARTMENT OF PUBLIC HEALTH
375 LAGUNA HONDA BLD, A100-ANNEX
SAN FRANCISCO, CA 94116 e-mail: Daisy.aguallo@sfdph.org

To Medline: MEDLINE INDUSTRIES, INC.
3 LAKES DRIVE
NORTHFIELD, IL 60093 Email:: jabele@medline.com & Jshepard@medline.com

With a copy to:

MEDLINE INDUSTRIES, INC.
3 LAKES DRIVE
NORTHFIELD, IL 60093
ATTN: GENERAL COUNSEL

Any notice of default must be sent by registered mail. Either Party may change the address to which notice is to be sent by giving written notice thereof to the other Party. If email notification is used, the sender must specify a receipt notice.

11.2 Compliance with Americans with Disabilities Act.

Contractor shall provide the Services in a manner that complies with the Americans with Disabilities Act (ADA), including but not limited to Title II's program access requirements, and all other applicable federal, state and local disability rights legislation.

11.3 Reserved.

11.4 Sunshine Ordinance.

11.4.1 Public Records Request: Medline acknowledges that this Agreement and all records related to its formation, Medline performance of Services, and City's payment are subject to the California Public Records Act, (California Government Code §6250 et. seq.), and the San Francisco Sunshine Ordinance, (San Francisco Administrative Code Chapter 67). Such records are subject to public inspection and copying unless exempt from disclosure under federal, state or local law.

11.4.2 Contractors Obligations: If the Department of Public Health receives a Public Records Request pertaining to Contractor, the Department will use its best efforts to notify Medline of the Request and to provide Medline with a description of the material that the Department deems responsive and the due date for disclosure (“Response Date”). If Medline asserts that some or all of the material requested contains or reveals valuable trade secrets or other information belonging to Medline that is exempt from disclosure and directs the City in writing to withhold such material from production (“Withholding Directive”), then the City will comply with the Withholding Directive on the condition that Medline seeks judicial relief on or before the Response Date. If any third-party initiates or threatens to initiate legal action to compel the production of Medline material, Medline shall defend, indemnify and save harmless City and its officers, agents and employees from any and all such third party claims. Should Medline fail to seek judicial relief on or before Response Date, the City shall proceed with the disclosure of responsive documents.

11.4.3 Agreement not to Sue: Medline agrees that it will not sue the City for damages in connection with the disclosure by the City of information that Medline asserts is exempt from disclosure, so long as such disclosure was inadvertent and the City uses reasonable efforts to mitigate the effects of the inadvertent disclosure and/or uses reasonable efforts to retrieve the information as appropriate.

11.5 Modification of this Agreement.

This Agreement may not be modified, nor may compliance with any of its terms be waived, except as noted in Section 11.1, “Notices to Parties,” regarding change in personnel or place, and except by written instrument executed by the parties and approved in the same manner as this Agreement. Medline shall cooperate with Department to submit to the Director of CMD any amendment, modification, supplement or change order that would result in a cumulative increase of the original amount of this Agreement by more than 20% (CMD Contract Modification Form).

11.6 Dispute Resolution Procedure.

11.6.1 Negotiation; Non-Binding Alternative Dispute Resolution. The Parties will attempt in good faith to resolve any dispute or controversy arising out of or relating to the performance or receipt of services under this Agreement, including those related to non-payment or disputed invoices, (“Disputes”) in accordance with the following escalation process. Upon written notice by a party to the other party of a Dispute (“Dispute Notice”), such Dispute shall first be referred to Medline lead engagement partner or, principal, or managing director (or designee) and City’s Contract Administrator (or designee), as defined in Appendix A-1 (License, Implementation, Maintenance, and Hosting Statement of Work). If they are unable to resolve the Dispute within fifteen (15) days of the Dispute Notice, the Dispute will be escalated to Medline lead client service partner (or designee) and the Department of Public Health Chief Financial Officer (or designee). If the Parties are still unable to resolve the dispute within fifteen (15) additional days, then each party may resort to the formal dispute resolution procedure set forth in Section 11.6.1(b) or, pursuant to San Francisco Administrative Code Section 21.36, Medline may submit to the Contracting Officer a written request for administrative review and documentation of the Medline claim(s). Upon such request, the Contracting Officer shall promptly issue an administrative decision in writing, stating the reasons for the action taken and informing the Medline of its right to judicial review

(a) After the parties have exhausted the informal dispute resolution process outlined in Section 11.6.1(a), then, if agreed by both Parties in writing, disputes may be resolved by a mutually agreed-upon non-binding alternative dispute resolution process. If the parties do not mutually agree to an alternative dispute resolution process or such efforts do not resolve the dispute, then either Party may pursue any remedy available under California law.

(b) The status of any Dispute or controversy notwithstanding, Medline shall proceed diligently with the performance of its obligations under this Agreement in accordance with the Agreement and the written directions of the City. Neither Party will be entitled to legal fees or costs for matters resolved under this Section

11.7 Government Code Claim Requirement.

No suit for money or damages may be brought against the City until a written claim therefor has been presented to and rejected by the City in conformity with the provisions of San Francisco Administrative Code Chapter 10 and California Government Code Section 900, et seq. Nothing set forth in this Agreement shall operate to toll, waive or excuse Medline compliance with the California Government Code Claim requirements set forth in San Francisco Administrative Code Chapter 10 and California Government Code Section 900, et seq.

11.8 Agreement Made in California; Venue.

The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

11.9 Construction.

All paragraph captions are for reference only and shall not be considered in construing this Agreement.

11.10 Entire Agreement.

This contract sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. This Agreement may be modified only as provided in Section 11.5, "Modification of this Agreement."

11.11 Compliance with Laws.

Contractor shall keep itself fully informed of the City's Charter, codes, ordinances and duly adopted rules and regulations of the City and of all state, and federal laws in any manner applicable to Medline performance of this Agreement, and must at all times comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.

11.12 Severability.

Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

11.13 Cooperative Drafting.

This Agreement has been drafted through a cooperative effort of City and Contractor, and both Parties have had an opportunity to have the Agreement reviewed and revised by legal counsel. No Party shall be considered the drafter of this Agreement, and no presumption or rule that an ambiguity shall be construed against the Party drafting the clause shall apply to the interpretation or enforcement of this Agreement.

11.14 Order of Precedence.

Contractor agrees to perform the services described below in accordance with the terms and conditions of this Agreement, and the Statement of Work attached as Appendix A, the RFP. The terms of this Agreement are to be read and interpreted together with all other documents, appendices, exhibits, and addenda attached to the Agreement as a single agreement.

Article 12 Department Specific Terms

12.1 Third Party Beneficiaries.

No third parties are intended by the parties hereto to be third party beneficiaries under this Agreement, and no action to enforce the terms of this Agreement may be brought against either party by any person who is not a party hereto.

12.2 Materials Review. (Reserved)

12.3 Emergency Response. (Reserved)

12.4 Federal and State Financial Participation

12.4.1 Contractor acknowledges that some or all of the items, products, or services that Medline furnishes to City under this Agreement may be included, directly or indirectly, in whole or in part, in claims submitted by City to Federal or State health care programs. By executing this Agreement Medline certifies that it is not currently, and shall not during the term of this Agreement become, excluded, directed to be excluded, suspended, ineligible or otherwise sanctioned from participation in any Federal or State assistance programs. Medline shall notify City, as provided in Section 11.1, within thirty (30) days of any such exclusion, suspension, ineligibility, or other sanction. This is a material term of this Agreement.

12.4.2 Contractor agrees to indemnify and hold harmless City and City's officers, directors, employees, agents, successors and permitted assigns from and against any and all (including but not limited to Federal, State, or third party) civil monetary penalties, assessments, repayment obligations, losses, damages, settlement agreements and expenses (including reasonable attorneys' fees) arising from the exclusion, suspension, ineligibility, or other sanction of Medline and/or Medline workforce (including those who oversee Medline workforce, supervisors and governing body members) from participation in any Federal or State assistance program.

Article 13 Confidentiality

13.1 Nondisclosure of Private, Proprietary or Confidential Information.

If this Agreement requires City to disclose "Private Information" to Medline within the meaning of San Francisco Administrative Code Chapter 12M, Medline and subcontractor shall use such information only in accordance with the restrictions stated in Chapter 12M and in this Agreement and only as necessary in performing the Services. Medline is subject to the enforcement and penalty provisions in Chapter 12M.

In the performance of Services, Medline may have access to City's proprietary or confidential information, the disclosure of which to third parties may damage City. If City discloses proprietary or confidential information to Contractor, such information must be held by Medline in confidence and used only in performing the Agreement, except as required by law, professional rule or regulation. Medline shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary or confidential information.

13.2 Payment Card Industry ("PCI") Requirements. (Reserved)

13.3 Business Associate Agreement.

The parties acknowledge that City is a Covered Entity as defined in the Healthcare Insurance Portability and Accountability Act of 1996 ("HIPAA") and is required to comply with the HIPAA Privacy Rule governing the access, transmission, and storage of health information and the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act").

The parties acknowledge that Medline may:

1. Do **at least one** or more of the following:
 - A. Create, receive, maintain, or transmit PHI for or on behalf of CITY/SFDPH (including storage of PHI, digital or hard copy, even if Contractor does not view the PHI or only does so on a random or infrequent basis); or
 - B. Receive PHI, or access to PHI, from CITY/SFDPH or another Business Associate of City, as part of providing a service to or for CITY/SFDPH, including legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation, or financial; or
 - C. Transmit PHI data for CITY/SFDPH and require access on a regular basis to such PHI. (Such as health information exchanges (HIEs), e-prescribing gateways, or electronic health record vendors)

FOR PURPOSES OF THIS AGREEMENT, DISTRIBUTOR IS A BUSINESS ASSOCIATE OF CITY/SFDPH, AS DEFINED UNDER HIPAA. DISTRIBUTOR MUST COMPLY WITH AND COMPLETE THE FOLLOWING ATTACHED DOCUMENTS, INCORPORATED TO THIS AGREEMENT AS THOUGH FULLY SET FORTH HEREIN:

- a. **Appendix E** SFDPH Business Associate Agreement (BAA) (04-12-2018)
 1. SFDPH Attestation 1 PRIVACY (06-07-2017)
 2. SFDPH Attestation 2 DATA SECURITY (06-07-2017)
2. **NOT do any of the activities listed above in subsection 1;** Medline is not a Business Associate of CITY/SFDPH. Appendix E and attestations are not required for the purposes of this Agreement.

13.4 Protected Health Information.

Contractor, all subcontractors, all agents and employees Medline and any subcontractor shall comply with all federal and state laws regarding the transmission, storage and protection of all private health information disclosed to Medline by City in the performance of this Agreement. Medline agrees that any failure of Contactor to comply with the requirements of federal and/or state and/or local privacy laws

shall be a material breach of the Contract. In the event that City pays a regulatory fine, and/or is assessed civil penalties or damages through private rights of action, as a result of a demonstrated impermissible use or disclosure of the City's protected health information by Medline or its subcontractors or agents, Medline shall indemnify City for the amount paid of such fine or penalties or damages, including costs of notification if applicable. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Contract.

Article 14 MacBride And Signature

14.1 MacBride Principles -Northern Ireland.

The provisions of San Francisco Administrative Code §12F are incorporated herein by this reference and made part of this Agreement. By signing this Agreement, Medline confirms that Medline has read and understood that the City urges companies doing business in Northern Ireland to resolve employment inequities and to abide by the MacBride Principles, and urges San Francisco companies to do business with corporations that abide by the MacBride Principles.

Article 15 Official Actions Relating to the Emergency; FEMA Assistance.

15.1 Orders of Local, State or Federal Officials.

City and Contractor mutually acknowledge that local, state, or federal authorities may issue official orders related to the COVID-19 epidemic, or take other official actions, subsequent to the execution of this Agreement that Parties to this Agreement cannot presently predict. City and Contractor mutually acknowledge and agree that this Agreement shall be subject to the provisions of any such official action or order ("Official Actions"), as they may be revised and updated. If the provisions of any such Official Actions materially impact the terms of this Agreement, the provisions of those Official Actions shall govern. Contractor shall stay updated on the status of the City Health Officer orders by checking the Department of Public Health website (sfdph.org) regularly.

15.2 FEMA Assistance.

This is an acknowledgement that FEMA financial assistance will be requested by City and if provided will be used to fund all or a portion of this Agreement. Contractor shall comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives, including the FEMA Emergency & Exigency Contracts Requirements attached hereto as Appendix D and incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first mentioned above.

CITY

DISTRIBUTOR

Recommended by:

MEDLINE INDUSTRIES INC

DocuSigned by:
Greg Wagner 6/30/2021 | 12:32 PM PDT
28527524752949F...
Grant Colfax, MD
Director of Health
Department of Public Health

DocuSigned by:
Marc Phillips 6/29/2021 | 11:42 AM
3F555BF99DA04C2...
Marc Phillips
Senior VP of Corporate Sales
Medline Industries, Inc.

Supplier ID: 0000003192

Approved as to Form:

Dennis J. Herrera
City Attorney

By: DocuSigned by:
Louise Simpson 6/29/2021 | 3:40 PM PDT
BD54168A4C3B452...
Louise S. Simpson
Deputy City Attorney

Appendices

- A: Supply Agreement
- B: Calculation of Charges
- C: (Reserved)
- D: FEMA Contract Requirements
- E: HIPAA Business Associate Agreement
- F: Invoice Template

Appendix A Scope of Services

1. Terms

A. Contract Administrator:

In performing the Services hereunder, Medline shall report to **Daisy Aguallo**, Contract Administrator for the City, or his / her designee.

B. Reports:

Contractor shall submit written reports as requested by the City. The format for the content of such reports shall be determined by the City. The timely submission of all reports is a necessary and material term and condition of this Agreement. All reports, including any copies, shall be submitted on recycled paper and printed on double-sided pages to the maximum extent possible.

For services solicited under a Group Purchasing Organization (GPO) the Medline shall report all applicable sales under this agreement to the respective GPO.

C. Evaluation:

Contractor shall participate as requested with the City, State and/or Federal government in evaluative studies designed to show the effectiveness of Medline Services. Medline agrees to meet the requirements of and participate in the evaluation program and management information systems of the City.

For contracts for the provision of services at San Francisco General or Laguna Honda Hospital and Rehabilitation Center, the evaluation program shall include agreed upon performance measures as specified in the Performance Improvement Plan and Performance Measure Grid which is presented in Attachment 1 to Appendix A. Performance measures are reported annually to the Zuckerberg San Francisco General performance improvement committees (PIPS and Quality Council) or to the Administration Office of Laguna Honda Hospital and Rehabilitation Center.

The City agrees that any final written reports generated through the evaluation program shall be made available to Medline within thirty (30) working days. Medline may submit a written response within thirty working days of receipt of any evaluation report and such response will become part of the official report.

D. Possession of Licenses/Permits:

Contractor warrants the possession of all licenses and/or permits required by the laws and regulations of the United States, the State of California, and the City to provide the Services. Failure to maintain these licenses and permits shall constitute a material breach of this Agreement.

E. Adequate Resources:

Contractor agrees that it has secured or shall secure at its own expense all persons, employees and equipment required to perform the Services required under this Agreement, and that all such Services shall be performed by Contractor, or under Medline supervision, by persons authorized by law to perform such Services.

F. Infection Control, Health and Safety:

(1) Contractor must have a Bloodborne Pathogen (BBP) Exposure Control plan for its employees, agents and subcontractors as defined in the California Code of Regulations, Title 8, Section 5193, Bloodborne Pathogens (<http://www.dir.ca.gov/title8/5193.html>), and demonstrate compliance with all requirements including, but not limited to, exposure determination, training, immunization, use of personal protective equipment and safe needle devices, maintenance of a sharps injury log, post-exposure medical evaluations, and recordkeeping.

(2) Contractor must demonstrate personnel policies/procedures for protection of its employees, agents, subcontractors and clients from other communicable diseases prevalent in the population served. Such policies and procedures shall include, but not be limited to, work practices, personal protective equipment, staff/client Tuberculosis (TB) surveillance, training, etc.

(3) Contractor must demonstrate personnel policies/procedures for Tuberculosis (TB) exposure control consistent with the Centers for Disease Control and Prevention (CDC) recommendations for health care facilities and based on the Francis J. Curry National Tuberculosis Center: Template for Clinic Settings, as appropriate.

(4) Contractor is responsible for site conditions, equipment, health and safety of their employees, and all other persons who work or visit the job site.

(5) Contractor shall assume liability for any and all work-related injuries/illnesses including infectious exposures such as BBP and TB and demonstrate appropriate policies and procedures for reporting such events and providing appropriate post-exposure medical management as required by State workers' compensation laws and regulations.

(6) Contractor shall comply with all applicable Cal-OSHA standards including maintenance of the OSHA 300 Log of Work-Related Injuries and Illnesses.

(7) Contractor assumes responsibility for procuring all medical equipment and supplies for use by its employees, agents and subcontractors, including safe needle devices, and provides and documents all appropriate training.

(8) Contractor shall demonstrate compliance with all state and local regulations with regard to handling and disposing of medical waste.

G. Aerosol Transmissible Disease Program, Health and Safety:

(1) Contractor must have an Aerosol Transmissible Disease (ATD) Program as defined in the California Code of Regulations, Title 8, Section 5199, Aerosol Transmissible Diseases (<http://www.dir.ca.gov/Title8/5199.html>), and demonstrate compliance with all requirements including, but not limited to, exposure determination, screening procedures, source control measures, use of personal protective equipment, referral procedures, training, immunization, post-exposure medical evaluations/follow-up, and recordkeeping.

(2) Contractor shall assume liability for any and all work-related injuries/illnesses including infectious exposures such as Aerosol Transmissible Disease and demonstrate appropriate policies and procedures for reporting such events and providing appropriate post-exposure medical management as required by State workers' compensation laws and regulations.

(3) Contractor shall comply with all applicable Cal-OSHA standards including maintenance of the OSHA 300 Log of Work-Related Injuries and Illnesses.

(4) Contractor assumes responsibility for procuring all medical equipment and supplies for use by their staff, including Personnel Protective Equipment such as respirators, and provides and documents all appropriate training.

H. Acknowledgment of Funding (Reserved)

I. Hospital Policy 16.27:

It is the policy of Zuckerberg San Francisco General (ZSFG) to provide quality patient care and trauma services with compassion and respect, while maintaining patient privacy and safety. ZSFG is committed to providing reasonable opportunities for Health Care Industry Representatives (HCIRs), external representatives/vendors, to present and demonstrate their products and/or services to the appropriate ZSFG personnel. However, the primary objective of ZSFG is patient care and it is therefore necessary for all HCIRs to follow guidelines that protect patient rights and the vendor relationship. Therefore, all HCIR's that will come onto the campus of Zuckerberg San Francisco General Hospital must comply with Hospital Policy 16.27 "PRODUCT EVALUATION AND PHARMACEUTICAL SERVICES: GUIDELINES FOR SALES PERSONNEL, HEALTHCARE INDUSTRY REPRESENTATIVES, AND PHARMACEUTICAL COMPANY REPRESENTATIVES" Before visiting any ZSFG facilities, it is required that a HCIR create a profile with "ProposerMate." ProposerMate is the company that manages the credentialing process of policy 16.27 for SFGH. For questions, or to register as a HCIR please contact the Director of Materials Management, or designee (during normal business hours) at (415) 206-5315 or sign on to <https://sfdph.vendormate.com> for details.

J. Hospital Policy 3.28:

To ensure that care, treatment, and clinical services provided through contractual agreements are provided safely and effectively. Contractors for Zuckerberg San Francisco Hospital must comply with Hospital Policy 3.28 "CONTRACTING PATIENT CARE SERVICES"

2. Description of Services

Contractor agrees to perform the following Services:

All written Deliverables, including any copies, shall be submitted on recycled paper and printed on double-sided pages to the maximum extent possible.

Detailed description of services are listed below and are attached hereto

Appendix A-1 Supply Agreement

3. Services Provided by Attorneys. Any services to be provided by a law firm or attorney to the City must be reviewed and approved in writing in advance by the City Attorney. No invoices for services provided by law firms or attorneys, including, without limitation, as subcontractors of Contractor, will be paid unless the provider received advance written approval from the City Attorney.

Attachment 1 to Appendix A

**PERFORMANCE IMPROVEMENT PLAN
AND PERFORMANCE MEASURE GRID**

AIM: All services provided through contractual agreement are provided safely and effectively for patient care and support services, annually.

Contract Name	Services Provided	Measure Name	Metric (What data is being collected?)
Medical & Surgical Distribution Services Supply Agreement	Distribution Services to SFDPH facilities for Medical & Surgical Supplies	Fill Rate	Fill Rate - 99% for Low Unit of Measure Orders and 98% for Bulk Orders*
Medical & Surgical Distribution Services Supply Agreement	Distribution Services to SFDPH facilities for Medical & Surgical Supplies	On time Delivery	On time Delivery - >96%**
Medical & Surgical Distribution Services Supply Agreement	Distribution Services to SFDPH facilities for Medical & Surgical Supplies	Picking Accuracy	Picking accuracy - >99%

Appendix A-1
Supply Agreement

CONTENTS

I. DISTRIBUTION FEE MARKUP	2
II. GPO PRICING.....	2
III. MARKUP	2
IV. MEDLINE BRAND PRODUCT SAVINGS ON NON-CONTRACT GPO PRODUCT CONVERSIONS.....	3
V. DISTRIBUTOR BRANDED PRODUCT OR EQUAL SWAP.....	4
VI. REBATE SCHEDULE	4
VII. REBATE PAYMENT TERMS	4
VIII. PAYMENT TERMS	5
IX. ADDITIONAL SERVICES.....	5
X. DEDICATED SERVICE RESOURES.....	6
XI. FREIGHT.....	7
XII. PRODUCT COMPLIANCE/QUALITY.	8
XIII. NOVAPLUS PRODUCTS.....	9
XIV. PRICE CHANGE NOTIFICATION:.....	9
XV. NON-VIZIENT CONTRACT PURCHASES:	9
XVI. DEFINITION OF COST; MEMBER MARKUP:	9
XVII. INVOICES	10
XVIII. INVOICE CORRECTIONS.....	10
XIX. PRODUCT FILL RATES	10
XX. MEDLINE SALES REPRESENTATIVES AND CUSTOMER SERVICE:	12
XXI. MARKET COMPETITIVENESS:	13

I. DISTRIBUTION FEE MARKUP

Medline will distribute Products Monday through Saturday at ZSFG and Monday **through** Friday elsewhere at DPH (unless otherwise agreed in writing by the Parties) matching the current delivery days in place on the day of signing the distribution fee markup grid below:

II. GPO PRICING

For products which Medline has under contract with a GPO of which SFDPH is a member, Medline will charge GPO contract pricing.

III. MARKUP

Pricing Matrix for ZSFG and Laguna Honda Hospital		
	Tier 1 Markup	Tier 2 Markup
Product Category	Cost Plus Mark Up (current state status quo with no switching to any distributor branded products)	With 40% Medline Branded Product
Endo Mechanicals	1.00%	0.50%
GPO Contracted Products	1.00%	0.50%
Medline Branded Products	0.00%	0.00%

- a. **Tier Medline Brand Purchase Ratio Markup**: After year one of the Agreement, Medline will review the actual ratio of purchases based on the previous year of sales, and annually adjust the Tier achieved accordingly.
- b. **Non-Brand Markup**: In the event that SFDPH does not meet Tier 4 Medline Branded Purchase Ratio within the first 18 months after the effective date of this Agreement, Medline will increase the mark up on all non-Medline Brand Products by ¼ percent. The Tier achieved will be reviewed/adjusted annually and SFDPH will receive a 30 day written notice for any markup changes. Should SFDPH maintain the 30% Medline Branded Purchase level continuously for one year, the markup will decrease by ¼ percent per the Table above.

Pricing Matrix for ZSFG and Laguna Honda Hospital		
	Tier 1 Markup	Tier 2 Markup

LUM Fees (as a percentage and in dollar value)	2.00%	2.00%
--	-------	-------

Low Unit of Measure (“LUM”) rates are based on an average LUM order line value of \$40 or higher.

If average LUM order line value of \$40 or higher is not met, Medline reserves the right to increase the LUM rate. Medline understands and agrees that any increase to the LUM rate may not cause the Guaranteed Maximum Cost to exceed that stated in the Agreement without a formal modification of the Agreement.

OPTIONAL DELIVERY SERVICES TO OTHER THAN ZSFG AND/OR LAGUNA HONDA HOSPITAL		
	Tier 1 Markup	Tier 2 Markup
Delivery to Non Acute Sites/Long Term Care (Additive to base mark-up)	4.00%	3.00%

IV. MEDLINE BRAND PRODUCT SAVINGS ON NON-CONTRACT GPO PRODUCT CONVERSIONS

Should SFDPH convert the purchase of non-contract GPO products (including Medline Brand Textiles and Environmental Service products, but excluding Medline Brand Sterile Procedure Trays (“SPT”)/Custom Procedure Trays (“CPT”)/Complete Delivery System (“CDS”) to Medline Branded Products, Medline will charge SFDPH an estimated aggregate of 6% less than the City’s current cost. Should SFDPH convert the purchase of non-contract GPO SPT/CPT/CDS to Medline Branded Products, Medline will charge SFDPH an estimated aggregate of 18% less than the City’s current cost.

For clarity, the City is not currently exercising this discount. **To exercise this discount, the City must convert its non-contract GPO products to Medline Brand Product categories.** This is not a discount guarantee, but represents the SFDPH’s estimated cost savings achieved by converting to Medline non-contract GPO products.

To achieve this conversion, Medline’s sales representative will review SFDPH’s non-contract GPO product purchases, including but not limited to Operating Room pack trays inventory and other associated work, as needed, at no cost to the City. Medline’s sales representative must follow the City’s policies and procedures as set forth in Appendix A (Statement of Work) when in patient care areas.

Notwithstanding any other provision of this Agreement to the contrary, Medline reserves the right to adjust at any time the price of any Medline Brand Product sold hereunder if such price is below the prevailing market and/or GPO price for the same or similar product.

V. DISTRIBUTOR BRANDED PRODUCT OR EQUAL SWAP

SFDPH will provide Medline with the opportunity to convert non Medline Brand Product sales hereunder to Medline Brand Product sales, provided price, quality and service are equal to or better than current product or contract arrangements as mutually agreed by Medline and SFDPH. For clarity, no product swap may be made without written approval by email or otherwise of the City by Materials Management.

VI. REBATE SCHEDULE

Medline Brand Growth Rebate - Medline will pay SFDPH an *annual* rebate of 5% of the total dollar amount of purchases of Medline Brand growth against baseline sales (previous 12 month's sales) of Medline Brand Products ("**Annual Baseline**"). The existing Annual Baseline (previous 12 month's sales) will apply to the first rebate after the effective date of this Agreement. For each year thereafter, Medline will establish a new Annual Baseline for the previous 12 months sales, and the 5% rebate will be paid on the growth of Medline Brand Products.

If Medline Brand Product sales decline below the Annual Baseline at any time during the life of the MOU and a growth rebate was previously earned, SFDPH will not earn on future growth for the same dollars where a previous growth rebate was earned. For clarity, Medline will not pay a rebate twice for the same amount of growth.

For example: If SFDPH has an Annual Baseline of \$1,700,000 and total Medline Brand sales for the next year of the MOU are \$1,900,000, the rebate would be equal to \$10,000 ($(\$1,900,000 - \$1,700,000) \times 5\%$).

If the Annual Baseline is \$1,700,000 and the City's sales declines to \$1,500,000, then no rebate would be paid and the City's Annual Baseline would remain \$1,700,000. To achieve a Medline Brand Growth Rebate, the City's Medline Brand Product growth would need to exceed the \$1,700,000 Annual Baseline.

Should SFDPH achieve a 45% Medline Brand product ratio, then a 5% rebate will be paid on all Medline brand spend (in lieu of growth rebate above).

All rebates will be paid on all classes of trade and all classes of trade of Medline Brand purchases will count toward tier requirements

Medline ReNewal reprocessing and Pharmaceutical purchases will be counted toward all rebate goals hereunder, but the same value of purchases will be excluded from the basis used to calculate rebate payments. The City's use of Medline ReNewal will require a formal modification of this Agreement.

VII. REBATE PAYMENT TERMS

Rebate will be paid on the aggregate net price. The rebate tracking period will be based on a twelve month calendar year from January 1st through December 31st (prorated on a monthly basis as appropriate for the first year after the effective date of this Agreement) through December 31, 2020. Thereafter, the rebate payment schedule will follow a calendar year and will be paid on an annual basis. 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 the SFDPH's account.

- a. Medline will pay rebates through this MOU and all standard GPO fees of which SFDPH is a member.
- b. Should the GPO offer standardization programs requiring additional administrative fees for standardization or compliance programs, Medline will count the sales of those specific product categories towards the overall sales volume goals and pay the rebate for such Products only under the GPO program. For clarity, Medline will not duplicate rebate payments on product sales.
- c. Medline will not pay a rebate on Product categories bid through a regional group purchasing organization or regional contracting office including any Products sold through pre-committed bids under SFDPH's current GPO. For clarity, Medline will not duplicate rebate payments on product sales.
- d. Product signed as received through a proof of delivery and shown as packed and shipped from Medline inventory but claimed as not received by the facility will not be counted toward the rebate volume.
- e. All of SFDPH's accounts with Medline must have been current during the entire rebate period in order for SFDPH to qualify for the rebate. Invoices in dispute, that SFDPH notified Medline about in writing within 60 days of invoice date, will not be counted as past due for rebate purposes. Medline reserves the right to off-set any rebate against any outstanding and overdue account balance. Additionally, Medline reserves the right to off-set any rebate to pay for "value added" services, accessories, and software for which a Medline determines a reasonable charge must be assessed. For clarity, SFDPH does not currently use "value added" services. Use of "value added" services would require a formal modification of this Agreement.
- f. At the conclusion of each rebate period, SFDPH shall receive a statement itemizing any such set offs and charges.

VIII. PAYMENT TERMS

Payment terms are net 30 days. Medline shall be entitled at its election to charge SFDPH interest of 1% per month on all unpaid invoices over 60 days. In addition, Medline reserves the right to increase the price or mark-up on products by ½% for every 60 days SFDPH is over terms on each late invoice. SFDPH agrees to partially pay all undisputed portions of invoices within the agreed upon terms and not hold entire invoices from payment that contain disputed line items. The City will use best efforts to submit all claims for adjustments or credits for billing errors and other discrepancies within 180 days of invoice. Medline will only accept payment by check, money order or Automated Clearing House (ACH)/Electronic Funds Transfer (EFT) or any other method as agreed in writing by the parties. Any price change that increases the GMP must be by Formal Amendment in accordance with Section 3.2 of the Agreement.

IX. ADDITIONAL SERVICES

If utilized, the following distribution services apply and are additive to existing base fee(s), unless otherwise noted not as such:

Distribution Service	Fee
Bulk Break down to the lowest manufacturer packing unit (i.e. Case to Each (CA to EA)	Adheres to Pricing Matrix Tier Achievement
Any addition of delivery days compared against existing service. Percent increment based upon annual business volume.	
Monday - Friday	0.25%
Saturday	0.50%
LUM Picked by Department Ship-To Delivered to Dock in totes on carts	0.25%
Bag Liners for Totes	\$0.12/liner
Affix patient charge label	\$0.10/ea
Corrugate Free OR Service	2.00%
Reprocess Order Fulfillment/Inventory Management	5.00%
Lot sequestered inventory – Supplier will purchase, hold, and manage up to six months inventory for a single item(s), account specific	3.00%
Product Related Additional Fees	
Hazardous Products	5.00%
Capital Equipment	Locally Negotiated Net Price
Free infant formula will be assessed a separated distribution fee	\$2.95/cs
Laboratory Class of Trade Mark-Ups	
Distribution Service	Fee
Non-Supplier Contract - Bulk	10.00%
Supplier Manufactured / Private Label - Bulk	0.00%

X. DEDICATED SERVICE RESOURCES

While working on-site, Medline resources may not work on any account other than the City.

- a. **Dedicated Service Manager (DSM)**. The DSM will support Medline's dedicated onsite resource and the SFDPH hospital. The DSM shall support daily customer service duties associated with a prime vendor account, as well as coordinate the following key functions:
 - i. Order processing
 - ii. RGA/ credit processing
 - iii. Pricing (Specific item pricing and/ or price change modification)
 - iv. Processing new items, making changes and deletions as needed.
 - v. OR pack and tray inventory processing for Medline Brand product conversion
- b. **Onsite Resource**

Medline will provide SFDPH with a dedicated analytical resource. This resource will be expected to work on-site at SFDPH's Facility excluding SFDPH and/or Medline recognized holidays. The resource will be responsible for providing the following services along with any other duties mutually agreed upon between SFDPH and Medline:

- I. Contract maximization analysis,
- II. GPO compliance audit,
- III. Collaborate with Vizient representatives to ensure that SFDPH is on the correct contract tiers,
- IV. Assure purchases have been accurately reported to Vizient and credited to SFDPH,
- V. Conduct cost savings analysis,
- VI. Identify acceptable product substitutions,
- VII. Assist with product conversions,
- VIII. Provide monthly custom distribution reports to include performance dashboards,
- IX. Obtain product samples,
- X. Maintain SFDPH picture product catalog,
- XI. Maintain list of patient charge labels and validate monthly labeling fees,
- XII. Review and address backorders, monitor purchasing history and partner with SFDPH buyer to adjust as needed,
- XIII. Handle return goods authorization process according to the procedures and assures proper credit is given to the SFDPH,
- XIV. Review SFDPH orders on hold due to errors;
- XV. Corrects and releases orders to be picked and shipped and acts as liaison between SFDPH and Medline to report any service related requirements.

Medline agrees that this resource will assist with Medline related business and SFDPH supply chain business initiatives that directly benefit the SFDPH. Furthermore, Medline and SFDPH represent and warrant that the Onsite Resource shall only perform or assist in services directly related to the distribution Services contemplated under this Supply Agreement. Notwithstanding anything contained herein to the contrary, the Dedicated Onsite Full-time Resource shall not engage in activities ordinarily performed by SFDPH's employees or contractors or otherwise relating to SFDPH's general business operations. The On-site Resource is not an employee of SFDPH. Medline is responsible for all payments associated with the On-site Resource including state and federal taxes, workers compensation, and any other related insurance.

XI. FREIGHT

FOB destination, risk of loss passes on delivery, on combined scheduled shipments per class of trade and order minimum grid below, on all stock Products located at Provider's primary shipping branch in the United States. Freight charges will be added without markup to emergency overnight shipments and stock Products where usage is in excess of 125% of communicated forecast which are required to be stock transferred or shipped overnight, and to any Product that is not stocked for

the Provider in their primary shipping branch. Manufacturer drop ship charges and FOB shipping point terms of distributed manufacturers will be assessed by Medline to the Provider, together with all other applicable freight charges.

Class of Trade	FOB Destination Order Volume Minimum
Acute Care	\$750
Ambulatory Surgery Center	\$500
Physician Office/Clinic	\$150 (\$9.95 per order for less than \$150 orders)
Post-Acute/Long Term Care	\$500
Home Care / Patient Home Direct	To be negotiated under separate agreement

XII. PRODUCT COMPLIANCE/QUALITY.

- a. **Product Compliance:** Medline represents and warrants as follows, which representations and warranties shall survive the expiration or earlier termination of this Agreement:
- i. The Products shall be distributed and sold by Medline in compliance with applicable Federal, state and local laws; and
 - ii. Medline represents and warrants Medline's Private Label Products against defects in design and manufacturing. Furthermore, as of the date of delivery to City, Medline Brand Products shall not be adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act, as amended, nor shall any Medline's Private Label Products violate any applicable law, ordinance, rule, regulation or order.
 - iii. From the time of Medline's receipt of Products from the applicable supplier to the date of delivery to the City, Products shall not be adulterated or misbranded by Medline within the meaning of the Federal Food, Drug and Cosmetic Act, as amended.
- b. **Product Condition.** Unless otherwise agreed upon by City, all Products shall be new and shall not be delivered to City if expired unless City accepts delivery after receiving prior notice from Medline (which notice may be through Medline's McKesson Connect or any subsequent online ordering system) of the condition of such Products.
- c. **Product Shelf Life.** With limited exceptions for specialty items, Medline shall otherwise deliver Products to City at least three (3) months prior to the expiration date of such Products. Medline shall use its best efforts to deliver Products with the longest possible shelf life and the latest possible expiration dates. In the event that the only Product available is six (6) of its expiration date, Medline shall notify City in writing of such dating. Upon receiving such notice, City may choose whether to accept any such Product.

- d. **Product Integrity; Source of Products.** Medline shall purchase all (i) Products (except for OTC Products) distributed and sold to City pursuant to this Agreement directly from the applicable manufacturer or the applicable manufacturer's exclusive distributor (as such terms are defined under the Drug Supply Chain Security Act), and (ii) all over-the-counter ("OTC") Products distributed and sold to City pursuant to this Agreement directly from the applicable manufacturer or from a distributor(s) approved by the applicable manufacturer. Nothing in this Agreement restricts a third-party logistics provider from providing Pharmaceutical Products to Medline on behalf of either the manufacturer or the exclusive distributor, or a re-packager who purchased direct from the manufacturer or the exclusive distributor from providing Pharmaceutical Products to Medline. Medline reserves the right to exclude any of the above entities that Medline in its sole discretion determines is a gray market distributor.
- e. **Pass Through of Warranties, Representations, and Indemnity Obligations.** Medline shall pass through to City any representations, warranties and rights and claims to defense and indemnity made by each supplier of a Product (including representations, warranties and rights and claims to defense and indemnity, relating to intellectual property, product liability or negligence) with respect to such Product, to the fullest extent permitted to be passed through by supplier. Nothing herein limits or obviates any right or remedies Medline may have under its agreements with such suppliers. Furthermore, Medline represents and warrants that it will make commercially reasonable efforts to (i) cooperate with all requests made by City to enforce such representations, warranties and rights and claims to defense and indemnity against such manufacturers and (ii) obtain consents from the manufacturers in passing through to the GPO and City such representations, warranties, and rights to defense and indemnification.
- f. **Recall.** Medline will not ship a Product for which it has received notice of recall.

XIII. NOVAPLUS PRODUCTS

Medline shall: (i) use commercially reasonable efforts to market and promote NOVAPLUS products to the City, as applicable, and (ii) use commercially reasonable efforts to maintain a 30-day on hand supply of each NOVAPLUS Product stocked at each distribution centers.

XIV. PRICE CHANGE NOTIFICATION:

If Medline receives at least 60 days' notice of a price or Product change from a Supplier, Medline shall notify the City in writing at least 45 days before such price or Product change effective date. However if Medline receives less than 60 days' notice of such price or Product change from a Supplier, Medline shall use commercially reasonable efforts to provide the City with at least 15 days' prior written notice of such price or Product change.

XV. NON-VIZIENT CONTRACT PURCHASES:

In order to (i) ensure that the City's purchasing decisions are fully and accurately implemented; (ii) ensure transparency that allows the City to make informed purchasing decisions; and (iii) respect and adhere to the City's prior designation of Vizient as their GPO, Medline shall extend Vizient contract pricing to the City pursuant to applicable Supplier Agreements. Provided, however, that such Vizient contract pricing shall not apply to the City's bona fide local contracts.

XVI. DEFINITION OF COST; MEMBER MARKUP:

- a. **Contract Products:** Medline shall invoice the City for the GPO contract price, under the applicable Supplier Agreement, of any Contract Product, plus the applicable Member Markup;

- b. **Non-Contract Products**: Medline shall invoice the City for Non-Contract Products at an established market net delivered price (i.e., inclusive of all discounts, rebates, markup, Freight Charges, Terms Changes, etc.)
- c. **Member Markup**: Medline shall invoice the City for purchases of Products at Cost plus the applicable percentage markup (the “Member Markup”).
- d. **Member Markup on Non-Traditional Products**: Nontraditional Products are Products in the categories listed below. The Member Markup for Nontraditional products is provided on a case-by-case basis:
 - i. Housekeeping/Janitorial Products
 - ii. Food Service Products
 - iii. Paper Products
 - iv. Office Supplies
 - v. Miscellaneous Products
- e. **Equipment Purchases**

XVII. INVOICES

- a. Medline to follow City invoicing protocol.

XVIII. INVOICE CORRECTIONS

- a. **Denied Chargebacks**: Denied Chargebacks are invoices to the City resulting from chargebacks (Supplier rebates) for Products provide to the City under Applicable Supplier Agreements that are ultimately uncollectible from Supplier despite Medline’s good faith efforts to collect from Supplier. The City shall not be responsible from any Denied Chargebacks dated later than 90 days from an applicable Product’s original invoice date.
- b. **Overcharges**: Medline shall thoroughly research the City’s reported price overcharges and respond to the City with findings within 5 business days of receipt of such report. If the City was overcharged for a Contract Product, Medline shall promptly either credit the City for the difference or credit the entire original purchase and deliver to the City a revised invoice stating the correct contract price.
- c. **Global Correction for Overcharges**: If Medline discovers a price overcharge on a Contract Product, Medline shall implement Billing Corrections for the City.

XIX. PRODUCT FILL RATES

- a. **Product Fill Rates**. Medline shall calculate a monthly Adjusted Fill Rate for the City. Adjusted Fill Rates shall be calculated using the following formula:

$$\frac{A-B}{A-(C+D)} \times 100$$

= Product Fill Rate

Where:

A = Number of pieces ordered

B = Number of pieces not shipped by Medline in “first truck” (i.e., not filled by Medline and delivered on the same date as the City’s next regularly scheduled delivery, and pieces fulfilled at a later date in Medline’s “backorder” process do not count), except for Suture Projects, where those Products are not necessarily shipped on the “first truck.”

C = Number of pieces not shipped by Medline due to Supplier backorder, Supplier limiting supply, Supplier discontinuing the Product, or Supplier Product recall.

D = Number of pieces not stocked at Medline’s distribution center.

b. Minimum Adjusted Fill Rates; Liquidated Damages

- i. **Failure to maintain 96%:** Medline’s failure to maintain a minimum of (i) 96% for the City using Medline’s LUM or JIT service for any month shall result in the liquidated damages set forth below owed by Medline to the City.
- ii. **93-95%:** If the City’s Adjusted Fill Rate is between 93% and 95.9% for any month, Medline shall pay the City, as liquidated damages and not as a penalty, 1% of the cost of the backordered product.
- iii. **92% and below:** If the City’s Adjusted Fill Rate is 92.9% or below for any month, Medline shall pay the City, as liquidated damages and not as a penalty, 2% of the cost of the backordered product.
- iv. **Below 99.0%.** If the City uses Medline’s LUM or JIT service, IF the Adjusted Fill Rate is below 99.0% for any month, Medline shall pay the City, as liquidated damages and not as a penalty and in lieu of other liquidated damages, 1% of the cost of the backordered product. Substitute supply proposed by Medline and rejected by the City during extraordinary circumstances, including but not limited to Pandemics and other force majeure situations, are exempt.
- v. **Due Date:** Liquidated damages for failure to meet Adjusted Fill Rates shall be due 40 days following the end of the applicable month. Liquidated damages paid to the City shall be paid as a credit to the City.

b. **Product Returns** – See attached. (Exhibit A)

c. **Product Recalls:** If a product recall occurs after shipment, Medlines shall notify the City and Vizient thereof in writing within two (2) business day of receipt of notification from supplier. Medline’s obligations in this section shall survive the expiration or earlier termination of this Agreement.

d. **Disaster Response Plan** – (Exhibit B): Medline shall adhere to the terms of its disaster response plan in Exhibit B attached hereto (“Disaster Response Plan”). The Disaster Response Plan shall be reviewed annually by Vizient and Medline and amended as required. As requested by a member, Medline shall assist Members in developing a plan

for delivery of Products in the event of a Force Majeure (as defined herein) or community emergency in a Member's geographical area.

XX. MEDLINE SALES REPRESENTATIVES AND CUSTOMER SERVICE:

- a. **Vendor Credentialing**. In connection with this section, Medline shall consult with each Member to identify such Member's policies relating to access to facilities and personnel. Medline agrees to comply with Member's policies and procedures regarding access to facilities and personnel, including without limitation policies relating to vendor registration and credentialing.
- b. **Medline Customer Service**. Medline shall provide telephone customer service to respond promptly to Member's questions and issues during normal business hours. Medline shall adequately train its telephone customer service agents in Medline's operations, medical and surgical product categories, price verification research and inventory supply research policies and procedures.
- c. **Medline National Accounts Manager**. Medline shall assign a National Account Manager ("NAM") to serve as Vizient's primary liaison to Medline. The NAM shall be responsible for resolving Member issues that have been escalated to Vizient and for providing timely follow-up and effective problem-solving in response to Vizient requests. The NAM shall be available for on-site visits to Vizient's office, typically once per month but as often as once per week, and shall conduct quarterly business review meetings with Vizient staff and provide on-site training for Vizient staff on Medline's technology and programs. The NAM shall oversee the implementation of this Agreement, including Medline's compliance with its material obligations as set forth herein.
- d. **Medline National Accounts Customer Service Liaison**. Medline shall assign a customer service liaison to Vizient to promptly research and respond to Vizient's questions, issues, and ad-hoc report requests. Such Liaison shall have expert knowledge of Medline's operations and prior experience supporting customers similar to Vizient.
- e. **Reports to City**. In addition to the foregoing, at no additional charge Medline shall provide each Member with reports in either paper format or Excel or other electronic format acceptable to the Member, and at a minimum those reports shall be available monthly and include the following report options. For purposes of clarification, once a Member requests such report, Medline shall automatically continue delivering the report to such Member at the frequency reasonably required by the Member.
 - i. **Member Payment Performance Report**. This report shall include City's on-time payment trend, including calculated days sales outstanding.
 - ii. **Purchases by Supplier**. This report shall summarize City's purchases at the supplier level.
 - iii. **Sales by Product Category**. This report shall summarize City's purchases by key Product category, showing trends over time.
 - iv. **Sales by Contract-Type**. This report shall summarize City's purchases by contract-type (Vizient pricing, other GPO pricing, local contract pricing, etc.) and summarize the purchases of Non-Contract Products.

- v. **Sales from Diversity Suppliers.** This report shall summarize the City's purchases of Products from suppliers qualified as a diversity Supplier, such qualification as determined by Medline, and will include Medline's description of each Supplier's diversity classification (e.g., African American-owned business, veteran-owned business, woman-owned business).

XXI. MARKET COMPETITIVENESS:

Market Competitive Pricing and Terms. Medline represents, warrants, covenants, and agrees that, during the Term, Member Markups, fees charged to the City (i) at the national level, shall be equal to or better than what the Medline offers to any of its similarly situated non-Member customers or other GPO's and (ii) at the regional or local level, shall be better than what Medline offers to similarly situated non-Member customers or other GPO's. Medline shall decrease the Member Markup and any other Member fees as necessary to assure market competitiveness among its similarly situated customers (including Members).

Service Level Agreement

This Service Level Agreement (“SLA”) supplements and is made a part of the contract by and between the City and County of San Francisco and Medline (“Agreement”), to which it is attached.

1. Ordering and Delivery

- a. **On-Site Representatives:** Medline shall assign two (2) representatives to work onsite with City. These representatives shall work onsite at ZSFG and at LHH throughout the week
- b. **Stocking Lists:** Medline shall share up to date stocking lists with both ZSFG and LHH. Upon request, ZSFG and LHH shall share current bulk and just-in-time (JIT) needs and Medline shall keep appropriate stocking levels of each item to meet the needs of each facility.
- c. **Ordering Deadline:** The ordering deadline shall be 2 p.m. for both ZSFG and LHH. delivery. Medline will make best efforts to include orders placed between 2 p.m. and 4 p.m. in the next regularly scheduled delivery.
- d. **Delivery Time:** The Parties shall mutually agree in writing on a delivery arrival time for each facility that best meets the needs of the facility. Medline must notify the impacted facility of any deviation from the agreed upon delivery time by the 2 p.m. ordering deadline. The parties agree that delays impacting delivery outside of Medline’s control (e.g., traffic) shall not be held against Medline as long as Medline keeps the impacted facility informed of the status of the delay and takes any readily achievable measures to mitigate the impact of the delay on ZSFG and/or LHH operations.
- e. **GPS:** Medline shall provide real time location (GPS location) access of deliveries in rout to both ZSFG and LHH where available. If unavailable, Medline shall provid delay notice by text or telephone to ZSFG and/or LHH at no less than 15 minute intervals.
- f. **Drivers:** Medline shall provide advanced notice when either facility is assigned a driver other than the regularly scheduled driver. Any driver scheduled to deliver to either ZSFG or LHH five (5) or more days in a calendar month shall participate in facility specific training.
- g. **Delay:** Medline guarantees delivery of all items to the specific delivery locations as provided for in the order. Items not delivered on time to the correct delivery location shall be deemed by City to be a missed shipment, regardless if the items are delivered to a different City location.

2. Shipping and Receiving

- a. **Master List:** The parties shall agree on a process to ensure that the master list of all items actually being shipped by Medline are made available to the shift staffing the facility during the scheduled delivery time.
- b. **Pallets and Totes:** Medline shall ensure that pallets and totes are packed in a safe and orderly manner. Proper packing of pallets and totes consists of the following: shall not be mixed, individual items shall be wrapped or bagged where appropriate, and heavier items will be packed at the bottom. Medline shall also ensure that packing complies with the order. By way of example, an order for 10 30 count boxes shall mean 10 boxes and not 300 individual items packed unboxed in a tote.
- c. **Cleanliness:** The inside and outside of all Medline shipping containers (e.g. totes and boxes) will be clean and sanitary upon arrival.
- d. **Packing List:** Medline shall include a packing list in each tote and will ensure each box is appropriately labeled.
- e. **Weight:** The maximum weight for each packed tote shall not exceed 35 pounds (inclusive of the tote), and/or shall be otherwise Union and OSHA compliant, and Medline guarantees each tote will not exceed that weight.

3. Service Credits

- a. **Late and/or Missed:** For each late or missed delivery, Medline shall provide the City a credit of \$100 for each late or missed delivery. For the avoidance of doubt, City may earn only one Service Credit per delivery.
- b. **Overweight:** For each overweight packed tote in any given delivery, Medline shall provide the City with a credit of \$15 / tote.
- c. **Improper Packing:** In the event a pallet or tote is improperly packed by Medline, contrary to the guidelines in Section 2(b) above, City shall provide photos and other documentary evidence of the improperly packed pallet(s) or tote(s), and Medline shall provide the City with a credit of \$5 per each improperly packed tote and \$15 per each improperly packed pallet.

Exhibit A

Return Goods Policy

I. Authorization

All returns must be authorized by Supplier prior to receipt. Product must be returned within ninety (90) days of purchase. Authorizations are valid for thirty (30) days. Return goods authorizations (RGAs) may be arranged either phoning Customer Service at 1 800-307-8386 or by contacting a Supplier sales representative. Unauthorized returns may be returned to Provider at Provider's expense, destroyed by Supplier at Supplier's discretion, or subject to additional charges without credit being issued to Provider. This policy applies to all Providers unless superseded by a separate written agreement that includes specific return goods terms and conditions.

II. Return Procedure

After obtaining an RGA, each return must include the following information:

- i. Provider's name, address and account number.
- ii. RGA number.
- iii. Original PO number or original Supplier order number.
- iv. Lot number and expiration dates where applicable.

III. Return Policy

Defective Products are returnable with prior authorization. Non-defective Products may be returned, provided Provider has obtained prior authorization from Supplier, if such Products are in salable condition and suitable for restocking. Freight and restocking may apply as noted in the Restocking Fee Scheduled listed below. Product must be returned within ninety (90) days of receipt.

The following conditions will not be considered for return.

- i.** Products purchased more than three months prior to return request.
- ii.** Products considered hazardous materials.
- iii.** Special or custom Products made to Provider specifications or sold as non-returnable.
- iv.** Products returned in altered or damaged packaging, or in packaging other than original packaging.
- v.** Refrigerated items.
- vi.** Packs broken, breached or damaged.
- vii.** Products in unsalable units of measure where product cannot be resold.
- viii.** Returns prohibited by state law*.
- ix.** Products with less than 3 months shelf life remaining based on expiration dates.
- x.** Third party vendor Products that require a vendor return authorization are subject to the

vendor's return policy and applicable fees.

- xi. Issuance of an RGA number does not guarantee credit. Credit issuance is dependent on confirmed receipt/review of returned Products and is subject to the other terms of this policy.

*Each state has individual Pharmacy laws, all returns are subject to approval of Medline Regulatory Affairs.

IV. Damages or Shortages

In an effort to minimize any delay in resolving a damage or shortage claim, Provider is required to count all receipts prior to Provider's acceptance of delivery from the carrier. All damages or shortages must be noted on the carrier's freight bill or bill of lading and be countersigned by the Provider. The damaged Products must remain in the original carton, in the event inspection is required by the transportation company. Provider must notify Supplier of any damages in transit or product shortages within two (2) business days of receipt, or Supplier shall have no obligation to process credit or arrange for Product replacement. Contact Customer Service at 1-800- MEDLINE or a Supplier sales representative to report damages or shortages.

V. Products Shipped in Error by Supplier

Provider must notify Supplier of any shipping errors or disputes within two (2) business days of receipt. Products shipped in error by Supplier are freely returnable for full credit, provided that such returns are made within thirty (30) days of receipt.

VI. Defective Product

Defective Product, properly noted damaged Product and returns that are the result of a Supplier error may be returned at Supplier's expense and for a full credit, subject to the other provisions of this policy.

Restocking Fee Schedule

Return from Date of Invoice	Re-Stocking Fee Percentage
0 – 30 Days	5.00% / \$25.00 minimum + Freight
31 – 60 Days	10.00% / \$25.00 minimum + Freight
61 – 90 Days	20.00% / \$25.00 minimum + Freight
Greater than 90 Days	Not returnable unless expressly approved prior to receipt – contact your Sales Representative for additional information.

For authorized returns to Provider's primary branch returning via MedTrans, no freight charges will be assessed.

Disaster Preparedness and Response Plan

Purpose and Scope

Medline Industries, Inc. is committed to our customers' needs in time of crisis. Our substantial investment in specialized equipment, systems and other resources has allowed us to actively and immediately respond to a wide range of disasters over the past years, playing a key or leading role for our customers in many of them. This Disaster Preparedness and Response Plan contains general, but key, information pertaining to Medline's readiness, capabilities, and service parameters in the event and/or anticipation of a disaster including a pandemic epidemic. Medline maintains a proprietary, internal, detailed plan that is used during activation of the Disaster Response Team.

This Disaster Preparedness and Response Plan provides guidance for customers who are developing their own response plan. This information should be used in conjunction with your own Internal Supply Chain Team and your Director of Emergency Preparedness, along with any of your other internal (Infection Control, Legal, Occupational Health, etc.) and external (Governmental, Homeland Security, State Police, Other 3rd Parties, etc.). Medline is available to coordinate with these internal and external teams and resources for discussion and planning purposes, in addition to working with them in times of disaster.

A Disaster Preparedness checklist can be found on Page 6 of this document. The checklist was developed to help customers prepare for a catastrophic event and includes pre- and post-event recommendations.

There is a Medline Customer Service and Operations Key Contact List on page 7. This list identifies individuals within our organization who are dedicated to meeting your needs. Branch information on page 8 is included to reassure you that Medline is well positioned to protect continuity of service. Combined, this information should help your customer partner with Medline before, during, and after catastrophic events.

Medline Operations and Inventory Management encourage you to escalate calls whenever you experience a breakdown in communication. Our expert team is dedicated to serving your needs.

Medline Capabilities

Medline's experience includes leading air and ground efforts to move both supplies and patients during Hurricane Katrina, middle of the night inventory replenishment for customers who have experienced floods and fires, as well as massive efforts to support customers in specific geographic regions who were hit by fire; floods, ice storms, tornados and hurricanes. We've assisted customers in bringing their own facilities back online after catastrophic damage.

Our greatest strengths include our network of 40+ distribution centers with 2.0+ million SF, thousands of dedicated Team Members, 950 power units in our owned fleet, \$2+ billion in domestic inventory, critical disaster response equipment, and our detailed internal disaster response plan. This is in addition to strategic contractual agreements with third party transportation providers and world class emergency preparedness and response partners that we train and work with.

MedTrans is our private truck fleet, which can provide Medline with complete control over delivery capabilities, particularly in an emergency period when there is severe competition for transportation resources. In addition to our private fleet, Medline has contractual agreements with over 100 transportation providers throughout the country, including the highest-rated, same-day/emergency delivery carriers, both ground and air.

Medline's inventory management system helps us achieve the highest service levels in the Healthcare industry. In the event of a disaster the same system can be used to redirect any portion of more than \$2,000,000,000 of inventory into a targeted geographic area. For the Southwest, our distribution centers in Tolleson, AZ; Aurora, CO; Salt Lake City, UT; and Temecula, CA; combined with the Rialto, CA and Tracy, CA distribution center (two of our largest central stocking locations or "Hubs"), offer a logistical advantage in times of crisis. As situations occur, inventory is immediately re-directed to the areas with the most critical need.

We have also developed programs which allow our customers the option of stockpiling inventory on items of their choosing without incurring the additional expense of self-storage. Please let us know if you would like to review this option for your facility.

We have expanded our production facilities which are now strategically located across three continents. We also have exclusive partnerships with leading suppliers of domestic branded raw materials.

Medline is a major contractor with the Department of Defense, FEMA and the CDC National Stockpile programs.

From our Disaster Response Centers in Mundelein, IL and Dubuque, IA, we have repeatedly demonstrated our ability to successfully marshal action across our entire network of resources: products, facilities, trucks, and team members. In the event of a pandemic or other major disaster, Medline Industries, Inc. will work closely with your facility, as well as other medical facilities in the area, to ensure all customer needs are responded to as promptly as possible.

MEDLINE EMERGENCY ACTION PLAN

In the event of a disaster or other crisis, Medline will activate its Emergency Action Plan or EAP. The Corporate Disaster Response Team (DRT) is preapproved by the Medline Board of Directors to take whatever actions and commit whatever resources (financial and operational) are required to respond in a manner consistent with Medline's Mission, Vision, and Core Values.

Medline's Disaster Response Team (DRT)

The DRT will meet in our Disaster Response Center to determine the nature and scope of the event and initiate an appropriate response.

The DRT consists of the following: President of Global Operations, CIO, Sales EVP, VPs' Operations, VP Inventory Management, VPs' Transportation, Director of Customer Service, and the Director Operations and Warehouse Manager of affected, distribution centers and their back-up centers.

The President Global Operations or Region VP Operations will lead the DRT and utilize the detailed internal disaster plan for the specific disaster and assign action items to each member of the DRT, who will then engage all internal and external resources that are part of their response plan.

The DRT or members of the team will be dispatched to the affected site by air, if it is determined that would be more effective.

The DRT will continue to meet twice daily to reassess the situation and redirect resources when and where appropriate. This will include communications discussed below.

Customer Communications

1. Once the nature and scope of the event is determined, the VP of Operations and the local Distribution Center Director will contact Senior Sales person(s) for the geographical area. Please note that Medline Operations sends notifications to Customer Service and Field Sales in advance and tracks any disasters that can be anticipated.
2. The Senior Sales person and VP Operations will contact customers (contacts and methods of communication vary by Customer and Request) to determine short and long term critical needs.
3. Based on Customer requirements and intensity of event, plans will be developed to ensure the requested inventory is delivered as early as possible to ensure continuity of business. All members of the DRT will be utilized (Transportation, Inventory Management, IS, Customer Service.) Please note that before we even get customer orders (except for Standing Emergency Orders which we strongly encourage customers to consider), we have already begun redirecting additional inventory to the affected area.
4. If any portion of the plan changes for any reason, the Medline VP Operations is accountable to notify Medline Senior Sales and the customer to discuss cause of change and develop alternative actions. Most of these communications occur during the twice daily Internal Medline DRT Calls and pre or post calls can also be made to any Customers who so request.

In the event that a natural or other disaster destroys or renders a Medline facility inoperable, the following procedures are in place to maintain continuity of service:

1. One of three assigned back-up distribution centers will act as a temporary distribution center for a designated service area. Within 2 (two) hours all orders will be moved to the back-up branch until such time as the primary branch can resume operations.
2. MedTrans fleet assets, distribution personnel, and additional third party transportation assets may be repositioned to provide additional transportation and support services in areas with the most critical need.
3. As the situation dictates, inventory will be reallocated to the appropriate back-up distribution center to accommodate the increased demand.

Medline will extend its hours of operation in all appropriate locations to ensure all customers' needs are met. Medline has contractual agreements with both LTL (common) carriers and same-day express – ground and air delivery services – that will also flex their hours of operation as required.

Medline will continue to process orders and make deliveries as long as the safety of our employees is not jeopardized and local authorities do not impede service. Please note that there are varying levels of notification from local and state authorities and we monitor a number of web sources to help us make these decisions, in addition to contacting the respective agencies from our specific call list. We do move our trucks during times that agencies request all traffic to be off the roads, if there is an urgent need and after we discuss with the agencies. This need will be determined via customer discussions (Customer calls are initiated to Prime Vendor and other customers whose deliveries could be more critical) after discerning the anticipated timing of the road delay or closure and the customers determination of the criticality of their supply needs. This criticality could allow for a delay in delivery, could require a smaller part of an order to be expedited using available premium delivery methods or re-routing to other Medline DC's if delivery options are available. Our Customer Communication is preferred via our Customer Service Team or Sales Reps, but can also be delivered via email.

The DRT will provide updates to our Sales and Customer Service Teams twice daily, or any time there is a significant change in our service capabilities. These teams will then handle customer communications. As noted above, there are customers who may specifically request Medline and their DRT to provide direct updates or direct participation in their internal planning, and these will be handled as they arise.

In times of crisis, customer pickups will be available as long as the distribution facility is secure and operational. In the event of a pandemic, some other restrictions may apply in an effort to protect our employees, our customers, and their needs.

Disaster Preparedness Checklist

- Identify your needs now. What are the special needs of your patient population? Will that population change in the event of a disaster (i.e. more long-term care needs vs. outpatient surgery)? What happens when the nursing home around the corner gets shut down or can no longer accommodate patients?
- Establish product formularies for multiple contingencies. Try to have alternates or pre-approved or “qualified” substitutes for the most critical items.
- Work with your Medline rep to prepare a pre-approved substitution list for any critical custom sterile or non-sterile kit.
- Prepare your emergency order(s) in advance. Your Medline rep can help you develop a par level of commonly ordered items or those most likely needed in responding to a particular disaster. Medline has systems in place to block, for review, orders that exceed historical usage for a customer, distribution center or geographic region. This mechanism is in place to prevent hoarding during the response phase of any disaster. Stockpiling in preparation of a disaster is encouraged and your Medline rep can help you with programs designed to mitigate the expense of carrying additional inventory. Many customers prefer the security of having additional inventory on-hand but lack the storage space to “stock-up”. Medline can help arrange a trailer with supplies of your choosing and stage it at your facility. (Account will be responsible for trailer detention and appropriate return/restocking fees should the inventory not be utilized.)
- Place standing purchase orders. Medline will retain standing orders to release under a set of prior agreed to circumstances unless otherwise notified.
- Make copies! Keep hardcopies of all product formularies and their corresponding par levels, emergency orders ready to be placed and standing PO's you may have already placed. Make sure others that need to know will know where to find them and what needs to be done.
- If a disaster is imminent place your orders early - 96 hours in advance if possible, 72 hours at the latest. The closer we get to an impending disaster or a known danger the more difficult it becomes for us to do everything for everyone.
- Consolidate your orders. Multiple orders can potentially slow operations.
- Think about how supplies will get to you. Identify a back-up receiving area. Make sure other plans don't get in the way of your own. Are you prepared to handle alternate or flexible delivery times (after hours, weekends, etc.)?
- Designate a point person. Who in your facility is responsible for your disaster preparedness plan? Who is the person that will lead your facility's response? Who in your facility is responsible for coordinating with your suppliers for supply chain continuity? Your Medline rep will continue to be your primary contact for the coordination of all orders, deliveries, backorder relief as well as special needs just as they are today. Make sure your rep knows who to contact and how, and if that person isn't available, and that person, ...
- Provide a list of all facility emergency contact numbers to your Medline representative. This will ensure communication channels remain open.
- Know who to call at Medline. In addition to your Medline sales rep the only number you need is 1-800-MEDLINE.

Key Contacts

Name	Organization/Position	Primary	Secondary
Customer Service	Monday – Friday 8:00 AM – 8:00 PM (EST)	800-633-5463	563-589-7977
Customer Service Extended Hours	Monday – Friday 8:00 PM – 8:00 AM (EST) & 24 Hours Sat. – Sun.	563-543-0558	
Bill Abington	President, Global Operations	847-949-2002	847-922-3882
Joel Bain	AVP, Operations	209-239-0020	209-587-3382
Brian Bevers	SVP, Operations	847-643-4830	847-708-7676
Jeff Brennan	VP, Transportation – Outbound	847-643-4147	847-372-7352
Duane Carter	AVP, Operations	360-491-0241	253-888-2297
Larry Corrigan	VP, Operations	847-643-4251	847-903-9661
Nick Dow	VP, Operations	847-643-4852	773-392-1704
Raymond Hamilton	Sr. Dir. Emergency Preparedness	773-308-4685	224-931-7334
Efrem Hawkins	AVP, Operations	909-429-4734 x2235	951-317-2769
Harry Hays	AVP, Operations	972-572-1001 x2223	253-468-5252
Chris Johnson	AVP, Operations	224-931-1480	847-532-4889
Paul Niederkorn	AVP, Operations	224-931-7668	214-762-6385
Brandon Reeder	VP, Operations	847-643-3093	206-290-5802
Ben Roedl	AVP, Operations	224-931-1067	920-210-0447
Dave Sevenikar	AVP, Operations	951-296-2600 x1232	909-376-3052
Kent Siedle	AVP, Operations	305-882-1099 x2236	954-325-2575
Shawn Simpson	AVP, Operations	812-256-2199 x2230	502-930-3766
Wes Swearingin	SVP, Operations	847-643-4255	847-445-7120

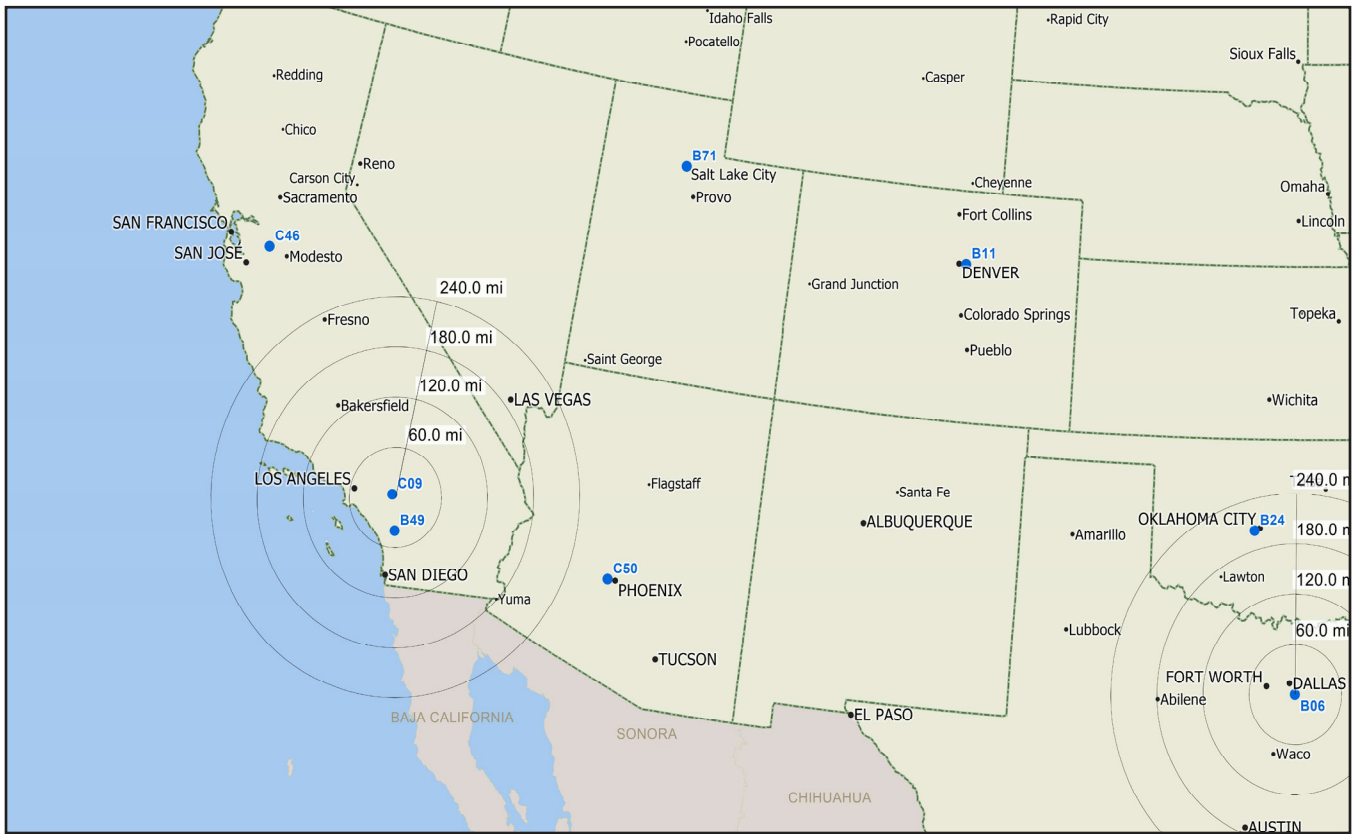
Medline Customer Service

Medline's customer service department is available 24 hours a day, 365 days a year for assistance with emergency orders.

Customer service representatives have access to all DRT members as well as the most senior management of the company. Rest assured these representatives will get you to the right person within Medline to handle your special needs during a crisis.

Often the ability to dial toll-free exchanges is disrupted following a service outage. If you are unable to connect with a service representative using the toll-free number please use the secondary (direct exchange number).

SOUTHWEST DISTRIBUTION CENTERS



Rialto, CA – C09
1960 W. Miro Way
Rialto, CA 92376

Aurora, CO – B11
21111 E. 36th Drive
Aurora, CO 80011

Tracy CA –C46
24550 Hansen Road
Tracy, CA 95377

Temecula, CA – B49
42500 Winchester Road
Temecula, CA 95950

Tolleson, AZ – C50
8787 W. Buckeye Road
Tolleson, AZ 85353

Salt Lake City, UT – B71
1820 S. 5200 W.
Salt Lake City, UT 84104

Appendix B Calculation of Charges

1. Method of Payment, Purchase Order, and Invoicing

A. Covered and Non Covered Items:

Medline shall submit invoices for Covered and Non Covered items that are shipped and accepted by the City in the format attached in Appendix F.

B. Distributor Mark Up Fee:

Medline shall submit monthly invoices by the fifteenth (15th) working day of each month, for the Distributor Mark Up, for the immediately preceding month in the format attached in Appendix F. The Distributor Mark Up fee shall be at the rate established in Appendix A-1, Section II of the Supply Agreement.

C. PO Submission and Invoicing through GHX Network:

The City shall transmit Purchaser Orders (PO) through the GHX Network.

Per the request of SFDPH, Medline utilizes the GHX Supplier Exchange service to support SFDPH's order process using the following standard EDI ANSI X12 transactions: PO/850, Order Ack/855, ASN/856, invoice/810 and price catalog/832. This is an automated order management process with visibility and collaboration to improve order accuracy and contract price alignment of the orders we receive from SDDPH. GHX enables and increase electronic ordering in an efficient manner. It automates the process of managing contract price notifications and get alignment on pricing between manufacturers, Medline, and SFDPH to ensure price accuracy.

2. Program Budgets and Final Invoice

A. Program Budgets are listed below and are attached hereto.

1) Appendix B-1 Budget

B. **Contingency:** Medline understands that, of the maximum dollar obligation listed in section 3.3.1 of this Agreement, **\$15,569,094.25** is included as a contingency amount and is neither to be used in Program Budgets attached to this Appendix, or available to Medline without a modification to this Agreement executed in the same manner as this Agreement or a revision to the Program Budgets of Appendix B, which has been approved by Contract Administrator. Medline further understands that no payment of any portion of this contingency amount will be made unless and until such modification or budget revision has been fully approved and executed in accordance with applicable City and Department of Public Health laws, regulations and policies/procedures and certification as to the availability of funds by Controller. Medline agrees to fully comply with these laws, regulations, and policies/procedures.

C. Contractor agrees to comply with its Program Budgets of Appendix B in the provision of Services. Changes to the budget that do not increase or reduce the maximum dollar obligation of the City are subject to the provisions of the Department of Public Health Policy/Procedure Regarding Contract Budget Changes. Medline agrees to comply fully with that policy/procedure.

D. A final closing invoice, clearly marked "FINAL," shall be submitted no later than forty-five (45) calendar days following the closing date of the Agreement, and shall include only those Services rendered during the referenced period of performance. If Services are not invoiced during this period, all

unexpended funding set aside for this Agreement will revert to City. City's final reimbursement to the Medline at the close of the Agreement period shall be adjusted to conform to actual units certified multiplied by the unit rates identified in the Program Budgets attached hereto, and shall not exceed the total amount authorized and certified for this Agreement.

3. No invoices for Services provided by law firms or attorneys, including, without limitation, as subcontractors of Contractor, will be paid unless the provider received advance written approval from the City Attorney.

**Appendix B-1
Budget**

Line No.	Charge Description	FY 2021-2022	FY 2022-2023	FY 2023-2024	FY 2024-2025	FY 2025-2026	Totals by Charge Description
1	ZSFG LUM Spend	\$ 14,200,000.00	\$ 15,620,000.00	\$ 17,182,000.00	\$ 18,900,200.00	\$ 20,790,220.00	\$ 86,692,420.00
2	ZSFG LUM Fees	\$ 142,000.00	\$ 156,200.00	\$ 171,820.00	\$ 189,002.00	\$ 207,902.20	\$ 866,924.20
3	ZSFG Taxes	\$ 1,278,000.00	\$ 1,405,800.00	\$ 1,546,380.00	\$ 1,701,018.00	\$ 1,871,119.80	\$ 7,802,317.80
4	LHH Lum Spend	\$ 4,350,000.00	\$ 4,785,000.00	\$ 5,263,500.00	\$ 5,789,850.00	\$ 6,368,835.00	\$ 26,557,185.00
5	LHH Lum Fees	\$ 43,500.00	\$ 47,850.00	\$ 52,635.00	\$ 57,898.50	\$ 63,688.35	\$ 265,571.85
6	LHH Taxes	\$ 391,500.00	\$ 430,650.00	\$ 473,715.00	\$ 521,086.50	\$ 573,195.15	\$ 2,390,146.65
7	Clinics LUM Spend	\$ 25,000.00	\$ 27,500.00	\$ 30,250.00	\$ 33,275.00	\$ 36,602.50	\$ 152,627.50
8	Clinics LUM Fees	\$ 250.00	\$ 275.00	\$ 302.50	\$ 332.75	\$ 366.03	\$ 1,526.28
9	Clinics LUM Taxes	\$ 2,250.00	\$ 2,475.00	\$ 2,722.50	\$ 2,994.75	\$ 3,294.23	\$ 13,736.48
Totals by FY		\$ 20,432,500.00	\$ 22,475,750.00	\$ 24,723,325.00	\$ 27,195,657.50	\$ 29,915,223.25	
10					Total LUM Spend (All Facilities)	\$	113,402,232.00
11					Total Lum Fees (All Facilities)	\$	1,134,022.00
12					Total Taxes Allowance (All Facilities)	\$	10,206,200.00
13					Emergency Surge	\$	5,000,002.00
14					Contingency (12%)	\$	15,569,094.00
15					Not To Exceed	\$	145,311,550

Notes:

10% Year over year increase to cover anticipated increase in demand, cost of goods and continued transition to utilization Of prime distributor services.

Line 12: Taxes are an allowance. Contractor will bill only actuals for reimbursement.

Line 13: Emergency Surge is an allowance to enable DPH to continue procuring goods and supplies in the wake of any unanticipated emergency

Appendix C
Reserved

APPENDIX D FEMA CONTRACT REQUIREMENTS

1. Contract Requirements. This contract may be eligible for FEMA funding. FEMA requires inclusion of the following contract provisions for procurement under exigent or emergency circumstances. The Parties must comply with these provisions as a minimum. In the event of a conflict with other provisions in this contract that address the same or a similar requirement, the provisions that are stricter and impose the greater duties upon Contractor shall apply.

2. Remedies for Breach. In addition to all other remedies included in this contract, Contractor shall, at a minimum, be liable to the City for all foreseeable damages it incurs as a result of Contractor violation or breach of the terms of this contract. This includes without limitation any costs incurred to remediate defects in Contractor's services and/or the additional expenses to complete Contractor's services beyond the amounts agreed to in this contract, after Contractor has had a reasonable opportunity to remediate and/or complete its services as otherwise set for in this contract. All remedies provided for in this contract may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

3. Termination for Convenience. City shall have the option, in its sole discretion, to terminate this Contract, at any time during the term hereof, for convenience and without cause. City shall exercise this option by giving Contractor written notice of termination. The notice shall specify the date on which termination shall become effective. In no event shall City be liable for costs incurred by Contractor or any of its subcontractors after the termination date specified by City, except for those costs reasonably necessary to effectuate demobilization from the work.

4. Termination for Cause. On and after any event of default, City shall have the right to exercise its legal and equitable remedies, including without limitation, the right to terminate this contract for cause or to seek specific performance of all or any part of this contract. In addition, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any event of default. Contractor shall pay to City on demand all costs and expenses incurred by City in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. City shall have the right to offset from any amounts due to Contractor under this contract or any other contract between City and Contractor all damages, losses, costs or expenses incurred by City as a result of such event of default and any liquidated damages due from Contractor pursuant to the terms of this contract or any other contract.

5. Work Hours and Safety Standards. If this contract is for a price in excess of \$100,000, and involves the employment of mechanics or laborers, Contractor agrees as follows:

A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed

on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, Contractor and subcontractor(s) shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

C. Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.

D. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.

E. This Section 5 does not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. Rights to Inventions. If FEMA's funding for this contract meets the definition of "funding agreement," and if this contract constitutes a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment, or performance of experimental, developmental, or research work, the City agrees to comply with the requirements of 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements, and any implementing regulations issued by FEMA.

7. Clean Air Act. If this contract is for a price in excess of \$150,000, Contractor agrees as follows:

A. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

B. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

8. Federal Water Pollution Act. If this contract is for a price in excess of \$150,000, Contractor agrees as follows:

A. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

B. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. Debarment and Suspension. If this contract is for a price in excess of \$25,000, Contractor agrees as follows:

A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

B. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

C. This certification is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

D. The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of

any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. Procurement of Recovered Materials

A. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
- ii. Meeting contract performance requirements; or
- iii. At a reasonable price.

B. Information about this requirement, along with the list of EPA-designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

C. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

11. Time and Material Contracts. To the extent this contract includes work that is paid on a time and material basis, such work must have a guaranteed maximum price (GMP). The GMP is set forth in the body of this contract. The GMP constitutes a ceiling price that Contractor exceeds at its own risk.

12. MBE/WBE Outreach. Contractor must, at a minimum, take the following affirmative steps to assure that minority businesses, women’s business enterprises, and labor surplus area firms are used as Subcontractors on this Project:

A. Place qualified small and minority businesses and women’s business enterprises on Contractor’s solicitation list for this Project;

B. Assure that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources for this Project;

C. Divide the subcontracts, when feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises;

D. Establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women’s business enterprises; and

E. Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

13. Access to Records. The following access to records requirements apply to this contract:

A. The Contractor agrees to provide City, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

C. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

D. In compliance with the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

14. Department of Homeland Security Seal, Logo, and Flags. The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

15. Compliance with Federal Law, Regulations, and Executive Orders. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

16. No Obligation by Federal Government. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

17. Program Fraud and False or Fraudulent Statements or Related Acts. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

18. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (*applicable to all contracts and subcontracts; 2 CFR §200 Appendix II(l) and 2 CFR 200.216*)

A. Contractor is prohibited from obligating funds from this Agreement to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by

Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

- (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
- (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

B. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

C. See Public Law 115-232, section 889 for additional information.

19. Domestic Preferences for Procurements *(applicable to all contracts and subcontracts; 2 CFR §200 Appendix II(l) and 2 CFR 200.322)*

As appropriate and to the extent consistent with law, Contractor should, to the greatest extent practicable under this Agreement, use a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). For purposes of this section:

A. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

B. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

20. Byrd Anti-Lobbying Certification.

A. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification pursuant to the Byrd Anti-Lobbying Amendment, 31 U.S.C. §1352, as amended. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

B. If this contract is for a price of \$100,000 or more, Contractor, and its lower tiers, must sign and submit to the City the following certification:

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who

fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, **Medline Industries, Inc.** Certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date



San Francisco Department of Public Health

Business Associate Agreement

This Business Associate Agreement (“BAA”) supplements and is made a part of the contract by and between the City and County of San Francisco, the Covered Entity (“CE”), and Contractor, the Business Associate (“BA”) (the “Agreement”). To the extent that the terms of the Agreement are inconsistent with the terms of this BAA, the terms of this BAA shall control.

RECITALS

A. CE, by and through the San Francisco Department of Public Health (“SFDPH”), wishes to disclose certain information to BA pursuant to the terms of the Agreement, some of which may constitute Protected Health Information (“PHI”) (defined below).

B. For purposes of the Agreement, CE requires Contractor, even if Contractor is also a covered entity under HIPAA, to comply with the terms and conditions of this BAA as a BA of CE.

C. CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“the HITECH Act”), and regulations promulgated there under by the U.S. Department of Health and Human Services (the “HIPAA Regulations”) and other applicable laws, including, but not limited to, California Civil Code §§ 56, et seq., California Health and Safety Code § 1280.15, California Civil Code §§ 1798, et seq., California Welfare & Institutions Code §§5328, et seq., and the regulations promulgated there under (the “California Regulations”).

D. As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(a) and (e) and 164.504(e) of the Code of Federal Regulations (“C.F.R.”) and contained in this BAA.

E. BA enters into agreements with CE that require the CE to disclose certain identifiable health information to BA. The parties desire to enter into this BAA to permit BA to have access to such information and comply with the BA requirements of HIPAA, the HITECH Act, and the corresponding Regulations.

In consideration of the mutual promises below and the exchange of information pursuant to this BAA, the parties agree as follows:

1. Definitions.

a. Breach means the unauthorized acquisition, access, use, or disclosure of PHI that compromises the security or privacy of such information, except where an unauthorized person to whom such information is disclosed would not reasonably have been able to retain such information, and shall have the meaning given to such term under the HITECH Act and HIPAA Regulations [42 U.S.C. Section 17921 and 45 C.F.R. Section 164.402], as well as California Civil Code Sections 1798.29 and 1798.82.

b. Breach Notification Rule shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and D.



San Francisco Department of Public Health

Business Associate Agreement

c. Business Associate is a person or entity that performs certain functions or activities that involve the use or disclosure of protected health information received from a covered entity, but other than in the capacity of a member of the workforce of such covered entity or arrangement, and shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including, but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.

d. Covered Entity means a health plan, a health care clearinghouse, or a health care provider who transmits any information in electronic form in connection with a transaction covered under HIPAA Regulations, and shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.

e. Data Aggregation means the combining of Protected Information by the BA with the Protected Information received by the BA in its capacity as a BA of another CE, to permit data analyses that relate to the health care operations of the respective covered entities, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

f. Designated Record Set means a group of records maintained by or for a CE, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

g. Electronic Protected Health Information means Protected Health Information that is maintained in or transmitted by electronic media and shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including, but not limited to, 45 C.F.R. Section 160.103. For the purposes of this BAA, Electronic PHI includes all computerized data, as defined in California Civil Code Sections 1798.29 and 1798.82.

h. Electronic Health Record means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff, and shall have the meaning given to such term under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.

i. Health Care Operations shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

j. Privacy Rule shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.

k. Protected Health Information or PHI means any information, including electronic PHI, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Sections 160.103 and 164.501. For the purposes of this BAA, PHI includes all medical information and health insurance information as defined in California Civil Code Sections 56.05 and 1798.82.

l. Protected Information shall mean PHI provided by CE to BA or created, maintained, received or transmitted by BA on CE's behalf.



San Francisco Department of Public Health

Business Associate Agreement

m. Security Incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system, and shall have the meaning given to such term under the Security Rule, including, but not limited to, 45 C.F.R. Section 164.304.

n. Security Rule shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.

o. Unsecured PHI means PHI that is not secured by a technology standard that renders PHI unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute, and shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h) and 45 C.F.R. Section 164.402.

2. Obligations of Business Associate.

a. Attestations. Except when CE's data privacy officer exempts BA in writing, the BA shall complete the following forms, attached and incorporated by reference as though fully set forth herein, SFDPH Attestations for Privacy (Attachment 1) and Data Security (Attachment 2) within sixty (60) calendar days from the execution of the Agreement. If CE makes substantial changes to any of these forms during the term of the Agreement, the BA will be required to complete CE's updated forms within sixty (60) calendar days from the date that CE provides BA with written notice of such changes. BA shall retain such records for a period of seven years after the Agreement terminates and shall make all such records available to CE within 15 calendar days of a written request by CE.

b. User Training. The BA shall provide, and shall ensure that BA subcontractors, provide, training on PHI privacy and security, including HIPAA and HITECH and its regulations, to each employee or agent that will access, use or disclose Protected Information, upon hire and/or prior to accessing, using or disclosing Protected Information for the first time, and at least annually thereafter during the term of the Agreement. BA shall maintain, and shall ensure that BA subcontractors maintain, records indicating the name of each employee or agent and date on which the PHI privacy and security trainings were completed. BA shall retain, and ensure that BA subcontractors retain, such records for a period of seven years after the Agreement terminates and shall make all such records available to CE within 15 calendar days of a written request by CE.

c. Permitted Uses. BA may use, access, and/or disclose Protected Information only for the purpose of performing BA's obligations for, or on behalf of, the City and as permitted or required under the Agreement and BAA, or as required by law. Further, BA shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use Protected Information as necessary (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes relating to the Health Care Operations of CE [45 C.F.R. Sections 164.502, 164.504(e)(2). and 164.504(e)(4)(i)].

d. Permitted Disclosures. BA shall disclose Protected Information only for the purpose of performing BA's obligations for, or on behalf of, the City and as permitted or required under the Agreement and BAA, or as required by law. BA shall not disclose Protected Information in any manner that would constitute a violation of the



San Francisco Department of Public Health

Business Associate Agreement

Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information as necessary (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes relating to the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this BAA and used or disclosed only as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches, security incidents, or unauthorized uses or disclosures of the Protected Information in accordance with paragraph 2 (n) of this BAA, to the extent it has obtained knowledge of such occurrences [42 U.S.C. Section 17932; 45 C.F.R. Section 164.504(e)]. BA may disclose PHI to a BA that is a subcontractor and may allow the subcontractor to create, receive, maintain, or transmit Protected Information on its behalf, if the BA obtains satisfactory assurances, in accordance with 45 C.F.R. Section 164.504(e)(1), that the subcontractor will appropriately safeguard the information [45 C.F.R. Section 164.502(e)(1)(ii)].

e. Prohibited Uses and Disclosures. BA shall not use or disclose Protected Information other than as permitted or required by the Agreement and BAA, or as required by law. BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the Protected Information solely relates [42 U.S.C. Section 17935(a) and 45 C.F.R. Section 164.522(a)(1)(vi)]. BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. Section 17935(d)(2), and the HIPAA regulations, 45 C.F.R. Section 164.502(a)(5)(ii); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to the Agreement.

f. Appropriate Safeguards. BA shall take the appropriate security measures to protect the confidentiality, integrity and availability of PHI that it creates, receives, maintains, or transmits on behalf of the CE, and shall prevent any use or disclosure of PHI other than as permitted by the Agreement or this BAA, including, but not limited to, administrative, physical and technical safeguards in accordance with the Security Rule, including, but not limited to, 45 C.F.R. Sections 164.306, 164.308, 164.310, 164.312, 164.314 164.316, and 164.504(e)(2)(ii)(B). BA shall comply with the policies and procedures and documentation requirements of the Security Rule, including, but not limited to, 45 C.F.R. Section 164.316, and 42 U.S.C. Section 17931. BA is responsible for any civil penalties assessed due to an audit or investigation of BA, in accordance with 42 U.S.C. Section 17934(c).

g. Business Associate's Subcontractors and Agents. BA shall ensure that any agents and subcontractors that create, receive, maintain or transmit Protected Information on behalf of BA, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI and implement the safeguards required by paragraph 2.f. above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2) through (e)(5); 45 C.F.R. Section 164.308(b)]. BA shall mitigate the effects of any such violation.

h. Accounting of Disclosures. Within ten (10) calendar days of a request by CE for an accounting of disclosures of Protected Information or upon any disclosure of Protected Information for which CE is required to account to an individual, BA and its agents and subcontractors shall make available to CE the information required to



San Francisco Department of Public Health

Business Associate Agreement

provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935 (c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents and subcontractors for at least seven (7) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an Electronic Health Record. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure [45 C.F.R. 164.528(b)(2)]. If an individual or an individual's representative submits a request for an accounting directly to BA or its agents or subcontractors, BA shall forward the request to CE in writing within five (5) calendar days.

i. Access to Protected Information. BA shall make Protected Information maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within (5) days of request by CE to enable CE to fulfill its obligations under state law [Health and Safety Code Section 123110] and the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(E)]. If BA maintains Protected Information in electronic format, BA shall provide such information in electronic format as necessary to enable CE to fulfill its obligations under the HITECH Act and HIPAA Regulations, including, but not limited to, 42 U.S.C. Section 17935(e) and 45 C.F.R. 164.524.

j. Amendment of Protected Information. Within ten (10) days of a request by CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA and its agents and subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment or other documentation to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If an individual requests an amendment of Protected Information directly from BA or its agents or subcontractors, BA must notify CE in writing within five (5) days of the request and of any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors [45 C.F.R. Section 164.504(e)(2)(ii)(F)].

k. Governmental Access to Records. BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BA's compliance with HIPAA [45 C.F.R. Section 164.504(e)(2)(ii)(I)]. BA shall provide CE a copy of any Protected Information and other documents and records that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.

l. Minimum Necessary. BA, its agents and subcontractors shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the intended purpose of such use, disclosure, or request. [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)]. BA understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to



San Francisco Department of Public Health

Business Associate Agreement

what constitutes “minimum necessary” to accomplish the intended purpose in accordance with HIPAA and HIPAA Regulations.

m. Data Ownership. BA acknowledges that BA has no ownership rights with respect to the Protected Information.

n. Notification of Breach. BA shall notify CE within 5 business days of any breach of Protected Information; any use or disclosure of Protected Information not permitted by the BAA; any Security Incident (except as otherwise provided below) related to Protected Information, and any use or disclosure of data in violation of any applicable federal or state laws by BA or its agents or subcontractors. The notification shall include, to the extent possible, the identification of each individual whose unsecured Protected Information has been, or is reasonably believed by the BA to have been, accessed, acquired, used, or disclosed, as well as any other available information that CE is required to include in notification to the individual, the media, the Secretary, and any other entity under the Breach Notification Rule and any other applicable state or federal laws, including, but not limited, to 45 C.F.R. Section 164.404 through 45 C.F.R. Section 164.408, at the time of the notification required by this paragraph or promptly thereafter as information becomes available. BA shall take (i) prompt corrective action to cure any deficiencies and (ii) any action pertaining to unauthorized uses or disclosures required by applicable federal and state laws. [42 U.S.C. Section 17921; 42 U.S.C. Section 17932; 45 C.F.R. 164.410; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)]

o. Breach Pattern or Practice by Business Associate’s Subcontractors and Agents. Pursuant to 42 U.S.C. Section 17934(b) and 45 C.F.R. Section 164.504(e)(1)(iii), if the BA knows of a pattern of activity or practice of a subcontractor or agent that constitutes a material breach or violation of the subcontractor or agent’s obligations under the Contract or this BAA, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the contractual arrangement with its subcontractor or agent, if feasible. BA shall provide written notice to CE of any pattern of activity or practice of a subcontractor or agent that BA believes constitutes a material breach or violation of the subcontractor or agent’s obligations under the Contract or this BAA within five (5) business days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

3. Termination.

a. Material Breach. A breach by BA of any provision of this BAA, as determined by CE, shall constitute a material breach of the Agreement and this BAA and shall provide grounds for immediate termination of the Agreement and this BAA, any provision in the AGREEMENT to the contrary notwithstanding. [45 C.F.R. Section 164.504(e)(2)(iii).]

b. Judicial or Administrative Proceedings. CE may terminate the Agreement and this BAA, effective immediately, if (i) BA is named as defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.



San Francisco Department of Public Health

Business Associate Agreement

c. Effect of Termination. Upon termination of the Agreement and this BAA for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA and its agents and subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections and satisfy the obligations of Section 2 of this BAA to such information, and limit further use and disclosure of such PHI to those purposes that make the return or destruction of the information infeasible [45 C.F.R. Section 164.504(e)(2)(ii)(J)]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed in accordance with the Secretary's guidance regarding proper destruction of PHI.

d. Civil and Criminal Penalties. BA understands and agrees that it is subject to civil or criminal penalties applicable to BA for unauthorized use, access or disclosure or Protected Information in accordance with the HIPAA Regulations and the HITECH Act including, but not limited to, 42 U.S.C. 17934 (c).

e. Disclaimer. CE makes no warranty or representation that compliance by BA with this BAA, HIPAA, the HITECH Act, or the HIPAA Regulations or corresponding California law provisions will be adequate or satisfactory for BA's own purposes. BA is solely responsible for all decisions made by BA regarding the safeguarding of PHI.

4. Amendment to Comply with Law.

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Agreement or this BAA may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations and other applicable state or federal laws relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance from BA that BA will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this BAA embodying written assurances consistent with the updated standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations or other applicable state or federal laws. CE may terminate the Agreement upon thirty (30) days written notice in the event (i) BA does not promptly enter into negotiations to amend the Agreement or this BAA when requested by CE pursuant to this section or (ii) BA does not enter into an amendment to the Agreement or this BAA providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

5. Reimbursement for Fines or Penalties.

In the event that CE pays a fine to a state or federal regulatory agency, and/or is assessed civil penalties or damages through private rights of action, based on an impermissible access, use or disclosure of PHI by BA or its subcontractors or agents, then BA shall reimburse CE in the amount of such fine or penalties or damages within thirty (30) calendar days from City's written notice to BA of such fines, penalties or damages.

APPENDIX E



San Francisco Department of Public Health

Business Associate Agreement

Attachment 2 – SFDPH Data Security Attestation, version 06-07-2017

Office of Compliance and Privacy Affairs
San Francisco Department of Public Health
101 Grove Street, Room 330, San Francisco, CA 94102
Email: compliance.privacy@sfdph.org
Hotline (Toll-Free): 1-855-729-6040

Medline Industries, Inc.
Privacy Office
Three Lakes Drive, Northfield, IL 60093
MedlinePrivacyOffice@medline.com
(p) 844-249-1979

Contractor Name:		Contractor City Vendor ID	
------------------	--	---------------------------	--

PRIVACY ATTESTATION

INSTRUCTIONS: Contractors and Partners who receive or have access to health or medical information or electronic health record systems maintained by SFPDH must complete this form. Retain completed Attestations in your files for a period of 7 years. Be prepared to submit completed attestations, along with evidence related to the following items, if requested to do so by SFPDH.

Exceptions: If you believe that a requirement is Not Applicable to you, see instructions below in Section IV on how to request clarification or obtain an exception.

I. All Contractors.

DOES YOUR ORGANIZATION...							Yes	No*
A	Have formal Privacy Policies that comply with the Health Insurance Portability and Accountability Act (HIPAA)?						<input type="checkbox"/>	<input type="checkbox"/>
B	Have a Privacy Officer or other individual designated as the person in charge of investigating privacy breaches or related incidents?						<input type="checkbox"/>	<input type="checkbox"/>
	If yes:	Name & Title:		Phone #		Email:		<input type="checkbox"/>
C	Require health information Privacy Training upon hire and annually thereafter for all employees who have access to health information? [Retain documentation of trainings for a period of 7 years.] [SFPDH privacy training materials are available for use; contact OCPA at 1-855-729-6040.]						<input type="checkbox"/>	<input type="checkbox"/>
D	Have proof that employees have signed a form upon hire and annually thereafter, with their name and the date, acknowledging that they have received health information privacy training? [Retain documentation of acknowledgement of trainings for a period of 7 years.]						<input type="checkbox"/>	<input type="checkbox"/>
E	Have (or will have if/when applicable) Business Associate Agreements with subcontractors who create, receive, maintain, transmit, or access SFPDH's health information?						<input type="checkbox"/>	<input type="checkbox"/>
F	Assure that staff who create, or transfer health information (via laptop, USB/thumb-drive, handheld), have prior supervisorial authorization to do so AND that health information is only transferred or created on encrypted devices approved by SFPDH Information Security staff?						<input type="checkbox"/>	<input type="checkbox"/>

II. Contractors who serve patients/clients and have access to SFPDH PHI, must also complete this section.

If Applicable: DOES YOUR ORGANIZATION...							Yes	No*
G	Have (or will have if/when applicable) evidence that SFPDH Service Desk (628-206-SERV) was notified to de-provision employees who have access to SFPDH health information record systems within 2 business days for regular terminations and within 24 hours for terminations due to cause?						<input type="checkbox"/>	<input type="checkbox"/>
H	Have evidence in each patient's / client's chart or electronic file that a Privacy Notice that meets HIPAA regulations was provided in the patient's / client's preferred language? (English, Cantonese, Vietnamese, Tagalog, Spanish, Russian forms may be required and are available from SFPDH.)						<input type="checkbox"/>	<input type="checkbox"/>
I	Visibly post the Summary of the Notice of Privacy Practices in all six languages in common patient areas of your treatment facility?						<input type="checkbox"/>	<input type="checkbox"/>
J	Document each disclosure of a patient's/client's health information for purposes <u>other than</u> treatment, payment, or operations?						<input type="checkbox"/>	<input type="checkbox"/>
K	When required by law, have proof that signed authorization for disclosure forms (that meet the requirements of the HIPAA Privacy Rule) are obtained PRIOR to releasing a patient's/client's health information?						<input type="checkbox"/>	<input type="checkbox"/>

III. ATTEST: Under penalty of perjury, I hereby attest that to the best of my knowledge the information herein is true and correct and that I have authority to sign on behalf of and bind Contractor listed above.

ATTESTED by Privacy Officer or designated person	Name: (print)		Signature		Date	
--	---------------	--	-----------	--	------	--

IV. *EXCEPTIONS: If you have answered "NO" to any question or believe a question is Not Applicable, please contact OCPA at **1-855-729-6040** or compliance.privacy@sfdph.org for a consultation. All "No" or "N/A" answers must be reviewed and approved by OCPA below.

EXCEPTION(S) APPROVED by OCPA	Name (print)		Signature		Date	
-------------------------------	--------------	--	-----------	--	------	--

Contractor Name:		Contractor City Vendor ID	
------------------	--	---------------------------	--

DATA SECURITY ATTESTATION

INSTRUCTIONS: Contractors and Partners who receive or have access to health or medical information or electronic health record systems maintained by SFDPH must complete this form. Retain completed Attestations in your files for a period of 7 years. Be prepared to submit completed attestations, along with evidence related to the following items, if requested to do so by SFDPH.

Exceptions: If you believe that a requirement is Not Applicable to you, see instructions in Section III below on how to request clarification or obtain an exception.

I. All Contractors.

DOES YOUR ORGANIZATION...		Yes	No*
A	Conduct assessments/audits of your data security safeguards to demonstrate and document compliance with your security policies and the requirements of HIPAA/HITECH at least every two years? [Retain documentation for a period of 7 years]		
B	Use findings from the assessments/audits to identify and mitigate known risks into documented remediation plans?		
	Date of last Data Security Risk Assessment/Audit:		
	Name of firm or person(s) who performed the Assessment/Audit and/or authored the final report:		
C	Have a formal Data Security Awareness Program?		
D	Have formal Data Security Policies and Procedures to detect, contain, and correct security violations that comply with the Health Insurance Portability and Accountability Act (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH)?		
E	Have a Data Security Officer or other individual designated as the person in charge of ensuring the security of confidential information?		
	If yes: Name & Title: Phone # Email:		
F	Require Data Security Training upon hire and annually thereafter for all employees who have access to health information? [Retain documentation of trainings for a period of 7 years.] [SFDPH data security training materials are available for use; contact OCPA at 1-855-729-6040.]		
G	Have proof that employees have signed a form upon hire and annually, or regularly, thereafter, with their name and the date, acknowledging that they have received data security training? [Retain documentation of acknowledgement of trainings for a period of 7 years.]		
H	Have (or will have if/when applicable) Business Associate Agreements with subcontractors who create, receive, maintain, transmit, or access SFDPH's health information?		
I	Have (or will have if/when applicable) a diagram of how SFDPH data flows between your organization and subcontractors or vendors (including named users, access methods, on-premise data hosts, processing systems, etc.)?		

II. ATTEST: Under penalty of perjury, I hereby attest that to the best of my knowledge the information herein is true and correct and that I have authority to sign on behalf of and bind Contractor listed above.

ATTESTED by Data Security Officer or designated person	Name: (print)		Signature		Date	
--	---------------	--	-----------	--	------	--

III. *EXCEPTIONS: If you have answered "NO" to any question or believe a question is Not Applicable, please contact OCPA at **1-855-729-6040** or compliance.privacy@sfdph.org for a consultation. All "No" or "N/A" answers must be reviewed and approved by OCPA below.

EXCEPTION(S) APPROVED by OCPA	Name (print)		Signature		Date	
-------------------------------	--------------	--	-----------	--	------	--

Appendix F
Invoice

Invoices to be submitted in a format acceptable by the Contract Administrator and contain all required elements by the City.

**City and County of San Francisco
Office of Contract Administration
Purchasing Division**

First Amendment

THIS AMENDMENT (this “Amendment”) is made as of July 29, 2021 in San Francisco, California, by and between Medline Industries, Inc., a corporation with corporate offices located at Three Lakes Drive, Northfield, IL 60093 (“Medline”) and the City and County of San Francisco, a municipal corporation (“City”), acting by and through its Director of the Office of Contract Administration.

Recitals

WHEREAS, City and Medline have entered into the Agreement (as defined below); and

WHEREAS, City and Medline desire to modify the Agreement on the terms and conditions set forth herein to update Appendix A-1 (Supply Agreement), update the City Supplier number, update Appendix B (Calculation of Charges), and update standard contractual clauses; and

NOW, THEREFORE, Medline and the City agree as follows:

Article 1 Definitions

The following definitions shall apply to this Amendment:

1.1 **Agreement.** The term “Agreement” shall mean the Agreement dated April 5, 2021 between Medline and City.

1.2 **Other Terms.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

Article 2 Modifications to the Agreement

The Agreement is hereby modified as follows:

2.1 Delete Appendix A-1 and replace in its entirety with the attached Appendix A-1, dated July 29, 2021.

2.2 Delete Appendix B and replace in its entirety with the attached Appendix B, dated July 29, 2021.

2.3 Wherever Medline is referenced as City Supplier number 0000003192 in the Agreement, it shall be universally changed as City Supplier number 0000029887.

Article 3 Effective Date

Each of the modifications set forth in Section 2 shall be effective on and after the date of this Amendment.

Article 4 Legal Effect

Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Medline and City have executed this Amendment as of the date first referenced above.

CITY

Recommended by:

DocuSigned by:
Greg Wagner 8/18/2021 | 5:30 PM PDT
28527524752949F...
Grant Colfax, MD
Director of Health
Department of Public Health

DISTRIBUTOR

MEDLINE INDUSTRIES INC

DocuSigned by:
Marc Phillips 8/10/2021 | 1:15 PM PDT
3F535BF99DA04C2...
Marc Phillips
Senior VP of Corporate Sales
Medline Industries, Inc.

Approved as to Form:

City Supplier number: 0000029887

Dennis J. Herrera
City Attorney

By: DocuSigned by:
Louise Simpson 8/16/2021 | 2:05 PM PDT
8D54188A4C3B452...
Louise S. Simpson
Deputy City Attorney

Appendix A-1
Supply Agreement

CONTENTS

I.	DISTRIBUTION FEE MARKUP	2
II.	GPO PRICING.....	2
III.	MARKUP	2
IV.	MEDLINE BRAND PRODUCT SAVINGS ON NON-CONTRACT GPO PRODUCT CONVERSIONS.....	3
V.	DISTRIBUTOR BRANDED PRODUCT OR EQUAL SWAP	4
VI.	REBATE SCHEDULE	4
VII.	REBATE PAYMENT TERMS	4
VIII.	PAYMENT TERMS	5
IX.	ADDITIONAL SERVICES.....	5
X.	DEDICATED SERVICE RESOURES.....	6
XI.	FREIGHT.....	7
XII.	PRODUCT COMPLIANCE/QUALITY.	8
XIII.	NOVAPLUS PRODUCTS.....	9
XIV.	PRICE CHANGE NOTIFICATION:.....	9
XV.	NON-VIZIENT CONTRACT PURCHASES:	9
XVI.	DEFINITION OF COST; MEMBER MARKUP:	9
XVII.	INVOICES	10
XVIII.	INVOICE CORRECTIONS.....	10
XIX.	PRODUCT FILL RATES	10
XX.	MEDLINE SALES REPRESENTATIVES AND CUSTOMER SERVICE:	12
XXI.	MARKET COMPETITIVENESS:	13

I. DISTRIBUTION FEE MARKUP

Medline will distribute Products Monday through Saturday at ZSFG and Monday **through** Friday elsewhere at DPH (unless otherwise agreed in writing by the Parties) matching the current delivery days in place on the day of signing the distribution fee markup grid below:

II. GPO PRICING

For products which Medline has under contract with a GPO of which SFDPH is a member, Medline will charge GPO contract pricing.

III. MARKUP

Pricing Matrix for ZSFG and Laguna Honda Hospital		
	Tier 1 Markup	Tier 2 Markup
Product Category	Cost Plus Mark Up (current state status quo with no switching to any distributor branded products)	With 40% Medline Branded Product
Endo Mechanicals	1.00%	0.50%
GPO Contracted Products	1.00%	0.50%
Medline Branded Products	0.00%	0.00%

- a. **Tier Medline Brand Purchase Ratio Markup:** After year one of the Agreement, Medline will review the actual ratio of purchases based on the previous year of sales, and annually adjust the Tier achieved accordingly.
- b. **Non-Brand Markup:** In the event that SFDPH does not meet Tier 4 Medline Branded Purchase Ratio within the first 18 months after the effective date of this Agreement, Medline will increase the mark up on all non-Medline Brand Products by ¼ percent. The Tier achieved will be reviewed/adjusted annually and SFDPH will receive a 30 day written notice for any markup changes. Should SFDPH maintain the 30% Medline Branded Purchase level continuously for one year, the markup will decrease by ¼ percent per the Table above.

Pricing Matrix for ZSFG and Laguna Honda Hospital		
	Tier 1 Markup	Tier 2 Markup

LUM Fees (as a percentage and in dollar value)	2.00%	2.00%
--	-------	-------

Low Unit of Measure (“LUM”) rates are based on an average LUM order line value of \$40 or higher.

If average LUM order line value of \$40 or higher is not met, Medline reserves the right to increase the LUM rate. Medline understands and agrees that any increase to the LUM rate may not cause the Guaranteed Maximum Cost to exceed that stated in the Agreement without a formal modification of the Agreement.

OPTIONAL DELIVERY SERVICES TO OTHER THAN ZSFG AND/OR LAGUNA HONDA HOSPITAL		
	Tier 1 Markup	Tier 2 Markup
Delivery to Non Acute Sites/Long Term Care (Additive to base mark-up)	4.00%	3.00%

IV. MEDLINE BRAND PRODUCT SAVINGS ON NON-CONTRACT GPO PRODUCT CONVERSIONS

Should SFDPH convert the purchase of non-contract GPO products (including Medline Brand Textiles and Environmental Service products, but excluding Medline Brand Sterile Procedure Trays (“SPT”)/Custom Procedure Trays (“CPT”)/Complete Delivery System (“CDS”) to Medline Branded Products, Medline will charge SFDPH an estimated aggregate of 6% less than the City’s current cost. Should SFDPH convert the purchase of non-contract GPO SPT/CPT/CDS to Medline Branded Products, Medline will charge SFDPH an estimated aggregate of 18% less than the City’s current cost.

For clarity, the City is not currently exercising this discount. **To exercise this discount, the City must convert its non-contract GPO products to Medline Brand Product categories.** This is not a discount guarantee, but represents the SFDPH’s estimated cost savings achieved by converting to Medline non-contract GPO products.

To achieve this conversion, Medline’s sales representative will review SFDPH’s non-contract GPO product purchases, including but not limited to Operating Room pack trays inventory and other associated work, as needed, at no cost to the City. Medline’s sales representative must follow the City’s policies and procedures as set forth in Appendix A (Statement of Work) when in patient care areas.

Notwithstanding any other provision of this Agreement to the contrary, Medline reserves the right to adjust at any time the price of any Medline Brand Product sold hereunder if such price is below the prevailing market and/or GPO price for the same or similar product.

V. DISTRIBUTOR BRANDED PRODUCT OR EQUAL SWAP

SFDPH will provide Medline with the opportunity to convert non Medline Brand Product sales hereunder to Medline Brand Product sales, provided price, quality and service are equal to or better than current product or contract arrangements as mutually agreed by Medline and SFDPH. For clarity, no product swap may be made without written approval by email or otherwise of the City by Materials Management.

VI. REBATE SCHEDULE

Medline Brand Growth Rebate - Medline will pay SFDPH an *annual* rebate of 5% of the total dollar amount of purchases of Medline Brand growth against baseline sales (previous 12 month's sales) of Medline Brand Products ("**Annual Baseline**"). The existing Annual Baseline (previous 12 month's sales) will apply to the first rebate after the effective date of this Agreement. For each year thereafter, Medline will establish a new Annual Baseline for the previous 12 months sales, and the 5% rebate will be paid on the growth of Medline Brand Products.

If Medline Brand Product sales decline below the Annual Baseline at any time during the life of the MOU and a growth rebate was previously earned, SFDPH will not earn on future growth for the same dollars where a previous growth rebate was earned. For clarity, Medline will not pay a rebate twice for the same amount of growth.

For example: If SFDPH has an Annual Baseline of \$1,700,000 and total Medline Brand sales for the next year of the MOU are \$1,900,000, the rebate would be equal to \$10,000 ($(\$1,900,000 - \$1,700,000) \times 5\%$).

If the Annual Baseline is \$1,700,000 and the City's sales declines to \$1,500,000, then no rebate would be paid and the City's Annual Baseline would remain \$1,700,000. To achieve a Medline Brand Growth Rebate, the City's Medline Brand Product growth would need to exceed the \$1,700,000 Annual Baseline.

Should SFDPH achieve a 45% Medline Brand product ratio, then a 5% rebate will be paid on all Medline brand spend (in lieu of growth rebate above).

All rebates will be paid on all classes of trade and all classes of trade of Medline Brand purchases will count toward tier requirements

Medline ReNewal reprocessing and Pharmaceutical purchases will be counted toward all rebate goals hereunder, but the same value of purchases will be excluded from the basis used to calculate rebate payments. The City's use of Medline ReNewal will require a formal modification of this Agreement.

VII. REBATE PAYMENT TERMS

Rebate will be paid on the aggregate net price. The rebate tracking period will be based on a twelve month calendar year from January 1st through December 31st (prorated on a monthly basis as appropriate for the first year after the effective date of this Agreement) through December 31, 2020. Thereafter, the rebate payment schedule will follow a calendar year and will be paid on an annual basis. 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 the SFDPH's account.

- a. Medline will pay rebates through this MOU and all standard GPO fees of which SFDPH is a member.
- b. Should the GPO offer standardization programs requiring additional administrative fees for standardization or compliance programs, Medline will count the sales of those specific product categories towards the overall sales volume goals and pay the rebate for such Products only under the GPO program. For clarity, Medline will not duplicate rebate payments on product sales.
- c. Medline will not pay a rebate on Product categories bid through a regional group purchasing organization or regional contracting office including any Products sold through pre-committed bids under SFDPH's current GPO. For clarity, Medline will not duplicate rebate payments on product sales.
- d. Product signed as received through a proof of delivery and shown as packed and shipped from Medline inventory but claimed as not received by the facility will not be counted toward the rebate volume.
- e. All of SFDPH's accounts with Medline must have been current during the entire rebate period in order for SFDPH to qualify for the rebate. Invoices in dispute, that SFDPH notified Medline about in writing within 60 days of invoice date, will not be counted as past due for rebate purposes. Medline reserves the right to off-set any rebate against any outstanding and overdue account balance. Additionally, Medline reserves the right to off-set any rebate to pay for "value added" services, accessories, and software for which a Medline determines a reasonable charge must be assessed. For clarity, SFDPH does not currently use "value added" services. Use of "value added" services would require a formal modification of this Agreement.
- f. At the conclusion of each rebate period, SFDPH shall receive a statement itemizing any such set offs and charges.

VIII. PAYMENT TERMS

Payment terms are net 30 days. Medline shall be entitled at its election to charge SFDPH interest of 1% per month on all unpaid invoices over 60 days. In addition, Medline reserves the right to increase the price or mark-up on products by ½% for every 60 days SFDPH is over terms on each late invoice. SFDPH agrees to partially pay all undisputed portions of invoices within the agreed upon terms and not hold entire invoices from payment that contain disputed line items. The City will use best efforts to submit all claims for adjustments or credits for billing errors and other discrepancies within 180 days of invoice. Medline will only accept payment by check, money order or Automated Clearing House (ACH)/Electronic Funds Transfer (EFT) or any other method as agreed in writing by the parties. Any price change that increases the GMP must be by Formal Amendment in accordance with Section 3.2 of the Agreement.

IX. ADDITIONAL SERVICES

If utilized, the following distribution services apply and are additive to existing base fee(s), unless otherwise noted not as such:

Distribution Service	Fee
Bulk Break down to the lowest manufacturer packing unit (i.e. Case to Each (CA to EA)	Adheres to Pricing Matrix Tier Achievement
Any addition of delivery days compared against existing service. Percent increment based upon annual business volume.	
Monday - Friday	0.25%
Saturday	0.50%
LUM Picked by Department Ship-To Delivered to Dock in totes on carts	0.25%
Bag Liners for Totes	\$0.12/liner
Affix patient charge label	\$0.10/ea
Corrugate Free OR Service	2.00%
Reprocess Order Fulfillment/Inventory Management	5.00%
Lot sequestered inventory – Supplier will purchase, hold, and manage up to six months inventory for a single item(s), account specific	3.00%
Product Related Additional Fees	
Hazardous Products	5.00%
Capital Equipment	Locally Negotiated Net Price
Free infant formula will be assessed a separated distribution fee	\$2.95/cs
Laboratory Class of Trade Mark-Ups	
Distribution Service	Fee
Non-Supplier Contract - Bulk	1.00%
Supplier Manufactured / Private Label - Bulk	0.00%

X. DEDICATED SERVICE RESOURCES

While working on-site, Medline resources may not work on any account other than the City.

- a. **Dedicated Service Manager (DSM)**. The DSM will support Medline's dedicated onsite resource and the SFDPH hospital. The DSM shall support daily customer service duties associated with a prime vendor account, as well as coordinate the following key functions:
 - i. Order processing
 - ii. RGA/ credit processing
 - iii. Pricing (Specific item pricing and/ or price change modification)
 - iv. Processing new items, making changes and deletions as needed.
 - v. OR pack and tray inventory processing for Medline Brand product conversion
- b. **Onsite Resource**

Medline will provide SFDPH with a dedicated analytical resource. This resource will be expected to work on-site at SFDPH's Facility excluding SFDPH and/or Medline recognized holidays. The resource will be responsible for providing the following services along with any other duties mutually agreed upon between SFDPH and Medline:

- I. Contract maximization analysis,
- II. GPO compliance audit,
- III. Collaborate with Vizient representatives to ensure that SFDPH is on the correct contract tiers,
- IV. Assure purchases have been accurately reported to Vizient and credited to SFDPH,
- V. Conduct cost savings analysis,
- VI. Identify acceptable product substitutions,
- VII. Assist with product conversions,
- VIII. Provide monthly custom distribution reports to include performance dashboards,
- IX. Obtain product samples,
- X. Maintain SFDPH picture product catalog,
- XI. Maintain list of patient charge labels and validate monthly labeling fees,
- XII. Review and address backorders, monitor purchasing history and partner with SFDPH buyer to adjust as needed,
- XIII. Handle return goods authorization process according to the procedures and assures proper credit is given to the SFDPH,
- XIV. Review SFDPH orders on hold due to errors;
- XV. Corrects and releases orders to be picked and shipped and acts as liaison between SFDPH and Medline to report any service related requirements.

Medline agrees that this resource will assist with Medline related business and SFDPH supply chain business initiatives that directly benefit the SFDPH. Furthermore, Medline and SFDPH represent and warrant that the Onsite Resource shall only perform or assist in services directly related to the distribution Services contemplated under this Supply Agreement. Notwithstanding anything contained herein to the contrary, the Dedicated Onsite Full-time Resource shall not engage in activities ordinarily performed by SFDPH's employees or contractors or otherwise relating to SFDPH's general business operations. The On-site Resource is not an employee of SFDPH. Medline is responsible for all payments associated with the On-site Resource including state and federal taxes, workers compensation, and any other related insurance.

XI. FREIGHT

FOB destination, risk of loss passes on delivery, on combined scheduled shipments per class of trade and order minimum grid below, on all stock Products located at Provider's primary shipping branch in the United States. Freight charges will be added without markup to emergency overnight shipments and stock Products where usage is in excess of 125% of communicated forecast which are required to be stock transferred or shipped overnight, and to any Product that is not stocked for

the Provider in their primary shipping branch. Manufacturer drop ship charges and FOB shipping point terms of distributed manufacturers will be assessed by Medline to the Provider, together with all other applicable freight charges.

Class of Trade	FOB Destination Order Volume Minimum
Acute Care	\$750
Ambulatory Surgery Center	\$500
Physician Office/Clinic	\$150 (\$9.95 per order for less than \$150 orders)
Post-Acute/Long Term Care	\$500
Home Care / Patient Home Direct	To be negotiated under separate agreement

XII. PRODUCT COMPLIANCE/QUALITY.

- a. **Product Compliance:** Medline represents and warrants as follows, which representations and warranties shall survive the expiration or earlier termination of this Agreement:
- i. The Products shall be distributed and sold by Medline in compliance with applicable Federal, state and local laws; and
 - ii. Medline represents and warrants Medline's Private Label Products against defects in design and manufacturing. Furthermore, as of the date of delivery to City, Medline Brand Products shall not be adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act, as amended, nor shall any Medline's Private Label Products violate any applicable law, ordinance, rule, regulation or order.
 - iii. From the time of Medline's receipt of Products from the applicable supplier to the date of delivery to the City, Products shall not be adulterated or misbranded by Medline within the meaning of the Federal Food, Drug and Cosmetic Act, as amended.
- b. **Product Condition.** Unless otherwise agreed upon by City, all Products shall be new and shall not be delivered to City if expired unless City accepts delivery after receiving prior notice from Medline (which notice may be through Medline's McKesson Connect or any subsequent online ordering system) of the condition of such Products.
- c. **Product Shelf Life.** With limited exceptions for specialty items, Medline shall otherwise deliver Products to City at least three (3) months prior to the expiration date of such Products. Medline shall use its best efforts to deliver Products with the longest possible shelf life and the latest possible expiration dates. In the event that the only Product available is six (6) of its expiration date, Medline shall notify City in writing of such dating. Upon receiving such notice, City may choose whether to accept any such Product.

- d. **Product Integrity; Source of Products.** Medline shall purchase all (i) Products (except for OTC Products) distributed and sold to City pursuant to this Agreement directly from the applicable manufacturer or the applicable manufacturer's exclusive distributor (as such terms are defined under the Drug Supply Chain Security Act), and (ii) all over-the-counter ("OTC") Products distributed and sold to City pursuant to this Agreement directly from the applicable manufacturer or from a distributor(s) approved by the applicable manufacturer. Nothing in this Agreement restricts a third-party logistics provider from providing Pharmaceutical Products to Medline on behalf of either the manufacturer or the exclusive distributor, or a re-packager who purchased direct from the manufacturer or the exclusive distributor from providing Pharmaceutical Products to Medline. Medline reserves the right to exclude any of the above entities that Medline in its sole discretion determines is a gray market distributor.
- e. **Pass Through of Warranties, Representations, and Indemnity Obligations.** Medline shall pass through to City any representations, warranties and rights and claims to defense and indemnity made by each supplier of a Product (including representations, warranties and rights and claims to defense and indemnity, relating to intellectual property, product liability or negligence) with respect to such Product, to the fullest extent permitted to be passed through by supplier. Nothing herein limits or obviates any right or remedies Medline may have under its agreements with such suppliers. Furthermore, Medline represents and warrants that it will make commercially reasonable efforts to (i) cooperate with all requests made by City to enforce such representations, warranties and rights and claims to defense and indemnity against such manufacturers and (ii) obtain consents from the manufacturers in passing through to the GPO and City such representations, warranties, and rights to defense and indemnification.
- f. **Recall.** Medline will not ship a Product for which it has received notice of recall.

XIII. NOVAPLUS PRODUCTS

Medline shall: (i) use commercially reasonable efforts to market and promote NOVAPLUS products to the City, as applicable, and (ii) use commercially reasonable efforts to maintain a 30-day on hand supply of each NOVAPLUS Product stocked at each distribution centers.

XIV. PRICE CHANGE NOTIFICATION:

If Medline receives at least 60 days' notice of a price or Product change from a Supplier, Medline shall notify the City in writing at least 45 days before such price or Product change effective date. However if Medline receives less than 60 days' notice of such price or Product change from a Supplier, Medline shall use commercially reasonable efforts to provide the City with at least 15 days' prior written notice of such price or Product change.

XV. NON-VIZIENT CONTRACT PURCHASES:

In order to (i) ensure that the City's purchasing decisions are fully and accurately implemented; (ii) ensure transparency that allows the City to make informed purchasing decisions; and (iii) respect and adhere to the City's prior designation of Vizient as their GPO, Medline shall extend Vizient contract pricing to the City pursuant to applicable Supplier Agreements. Provided, however, that such Vizient contract pricing shall not apply to the City's bona fide local contracts.

XVI. DEFINITION OF COST; MEMBER MARKUP:

- a. **Contract Products:** Medline shall invoice the City for the GPO contract price, under the applicable Supplier Agreement, of any Contract Product, plus the applicable Member Markup;

- b. **Non-Contract Products:** Medline shall invoice the City for Non-Contract Products at an established market net delivered price (i.e., inclusive of all discounts, rebates, markup, Freight Charges, Terms Changes, etc.)
- c. **Member Markup:** Medline shall invoice the City for purchases of Products at Cost plus the applicable percentage markup (the “Member Markup”).
- d. **Member Markup on Non-Traditional Products:** Nontraditional Products are Products in the categories listed below. The Member Markup for Nontraditional products is provided on a case-by-case basis:
 - i. Housekeeping/Janitorial Products
 - ii. Food Service Products
 - iii. Paper Products
 - iv. Office Supplies
 - v. Miscellaneous Products
- e. **Equipment Purchases**

XVII. INVOICES

- a. Medline to follow City invoicing protocol.

XVIII. INVOICE CORRECTIONS

- a. **Denied Chargebacks:** Denied Chargebacks are invoices to the City resulting from chargebacks (Supplier rebates) for Products provide to the City under Applicable Supplier Agreements that are ultimately uncollectible from Supplier despite Medline’s good faith efforts to collect from Supplier. The City shall not be responsible from any Denied Chargebacks dated later than 90 days from an applicable Product’s original invoice date.
- b. **Overcharges:** Medline shall thoroughly research the City’s reported price overcharges and respond to the City with findings within 5 business days of receipt of such report. If the City was overcharged for a Contract Product, Medline shall promptly either credit the City for the difference or credit the entire original purchase and deliver to the City a revised invoice stating the correct contract price.
- c. **Global Correction for Overcharges:** If Medline discovers a price overcharge on a Contract Product, Medline shall implement Billing Corrections for the City.

XIX. PRODUCT FILL RATES

- a. **Product Fill Rates.** Medline shall calculate a monthly Adjusted Fill Rate for the City. Adjusted Fill Rates shall be calculated using the following formula:

$$\frac{A-B}{A-(C+D)} \times 100$$

= Product Fill Rate

Where:

A = Number of pieces ordered

B = Number of pieces not shipped by Medline in “first truck” (i.e., not filled by Medline and delivered on the same date as the City’s next regularly scheduled delivery, and pieces fulfilled at a later date in Medline’s “backorder” process do not count), except for Suture Projects, where those Products are not necessarily shipped on the “first truck.”

C = Number of pieces not shipped by Medline due to Supplier backorder, Supplier limiting supply, Supplier discontinuing the Product, or Supplier Product recall.

D = Number of pieces not stocked at Medline’s distribution center.

b. Minimum Adjusted Fill Rates; Liquidated Damages

- i. **Failure to maintain 96%:** Medline’s failure to maintain a minimum of (i) 96% for the City using Medline’s LUM or JIT service for any month shall result in the liquidated damages set forth below owed by Medline to the City.
- ii. **93-95%:** If the City’s Adjusted Fill Rate is between 93% and 95.9% for any month, Medline shall pay the City, as liquidated damages and not as a penalty, 1% of the cost of the backordered product.
- iii. **92% and below:** If the City’s Adjusted Fill Rate is 92.9% or below for any month, Medline shall pay the City, as liquidated damages and not as a penalty, 2% of the cost of the backordered product.
- iv. **Below 99.0%.** If the City uses Medline’s LUM or JIT service, IF the Adjusted Fill Rate is below 99.0% for any month, Medline shall pay the City, as liquidated damages and not as a penalty and in lieu of other liquidated damages, 1% of the cost of the backordered product. Substitute supply proposed by Medline and rejected by the City during extraordinary circumstances, including but not limited to Pandemics and other force majeure situations, are exempt.
- v. **Due Date:** Liquidated damages for failure to meet Adjusted Fill Rates shall be due 40 days following the end of the applicable month. Liquidated damages paid to the City shall be paid as a credit to the City.

b. Product Returns – See attached. (Exhibit A)

c. Product Recalls: If a product recall occurs after shipment, Medlines shall notify the City and Vizient thereof in writing within two (2) business day of receipt of notification from supplier. Medline’s obligations in this section shall survive the expiration or earlier termination of this Agreement.

d. Disaster Response Plan – (Exhibit B): Medline shall adhere to the terms of its disaster response plan in Exhibit B attached hereto (“Disaster Response Plan”). The Disaster Response Plan shall be reviewed annually by Vizient and Medline and amended as required. As requested by a member, Medline shall assist Members in developing a plan

for delivery of Products in the event of a Force Majeure (as defined herein) or community emergency in a Member's geographical area.

XX. MEDLINE SALES REPRESENTATIVES AND CUSTOMER SERVICE:

- a. **Vendor Credentialing**. In connection with this section, Medline shall consult with each Member to identify such Member's policies relating to access to facilities and personnel. Medline agrees to comply with Member's policies and procedures regarding access to facilities and personnel, including without limitation policies relating to vendor registration and credentialing.
- b. **Medline Customer Service**. Medline shall provide telephone customer service to respond promptly to Member's questions and issues during normal business hours. Medline shall adequately train its telephone customer service agents in Medline's operations, medical and surgical product categories, price verification research and inventory supply research policies and procedures.
- c. **Medline National Accounts Manager**. Medline shall assign a National Account Manager ("NAM") to serve as Vizient's primary liaison to Medline. The NAM shall be responsible for resolving Member issues that have been escalated to Vizient and for providing timely follow-up and effective problem-solving in response to Vizient requests. The NAM shall be available for on-site visits to Vizient's office, typically once per month but as often as once per week, and shall conduct quarterly business review meetings with Vizient staff and provide on-site training for Vizient staff on Medline's technology and programs. The NAM shall oversee the implementation of this Agreement, including Medline's compliance with its material obligations as set forth herein.
- d. **Medline National Accounts Customer Service Liaison**. Medline shall assign a customer service liaison to Vizient to promptly research and respond to Vizient's questions, issues, and ad-hoc report requests. Such Liaison shall have expert knowledge of Medline's operations and prior experience supporting customers similar to Vizient.
- e. **Reports to City**. In addition to the foregoing, at no additional charge Medline shall provide each Member with reports in either paper format or Excel or other electronic format acceptable to the Member, and at a minimum those reports shall be available monthly and include the following report options. For purposes of clarification, once a Member requests such report, Medline shall automatically continue delivering the report to such Member at the frequency reasonably required by the Member.
 - i. **Member Payment Performance Report**. This report shall include City's on-time payment trend, including calculated days sales outstanding.
 - ii. **Purchases by Supplier**. This report shall summarize City's purchases at the supplier level.
 - iii. **Sales by Product Category**. This report shall summarize City's purchases by key Product category, showing trends over time.
 - iv. **Sales by Contract-Type**. This report shall summarize City's purchases by contract-type (Vizient pricing, other GPO pricing, local contract pricing, etc.) and summarize the purchases of Non-Contract Products.

- v. **Sales from Diversity Suppliers.** This report shall summarize the City's purchases of Products from suppliers qualified as a diversity Supplier, such qualification as determined by Medline, and will include Medline's description of each Supplier's diversity classification (e.g., African American-owned business, veteran-owned business, woman-owned business).

XXI. MARKET COMPETITIVENESS:

Market Competitive Pricing and Terms. Medline represents, warrants, covenants, and agrees that, during the Term, Member Markups, fees charged to the City (i) at the national level, shall be equal to or better than what the Medline offers to any of its similarly situated non-Member customers or other GPO's and (ii) at the regional or local level, shall be better than what Medline offers to similarly situated non-Member customers or other GPO's. Medline shall decrease the Member Markup and any other Member fees as necessary to assure market competitiveness among its similarly situated customers (including Members).

Service Level Agreement

This Service Level Agreement (“SLA”) supplements and is made a part of the contract by and between the City and County of San Francisco and Medline (“Agreement”), to which it is attached.

1. Ordering and Delivery

- a. **On-Site Representatives:** Medline shall assign two (2) representatives to work onsite with City. These representatives shall work onsite at ZSFG and at LHH throughout the week
- b. **Stocking Lists:** Medline shall share up to date stocking lists with both ZSFG and LHH. Upon request, ZSFG and LHH shall share current bulk and just-in-time (JIT) needs and Medline shall keep appropriate stocking levels of each item to meet the needs of each facility.
- c. **Ordering Deadline:** The ordering deadline shall be 2 p.m. for both ZSFG and LHH. delivery. Medline will make best efforts to include orders placed between 2 p.m. and 4 p.m. in the next regularly scheduled delivery.
- d. **Delivery Time:** The Parties shall mutually agree in writing on a delivery arrival time for each facility that best meets the needs of the facility. Medline must notify the impacted facility of any deviation from the agreed upon delivery time by the 2 p.m. ordering deadline. The parties agree that delays impacting delivery outside of Medline’s control (e.g., traffic) shall not be held against Medline as long as Medline keeps the impacted facility informed of the status of the delay and takes any readily achievable measures to mitigate the impact of the delay on ZSFG and/or LHH operations.
- e. **GPS:** Medline shall provide real time location (GPS location) access of deliveries in rout to both ZSFG and LHH where available. If unavailable, Medline shall provid delay notice by text or telephone to ZSFG and/or LHH at no less than 15 minute intervals.
- f. **Drivers:** Medline shall provide advanced notice when either facility is assigned a driver other than the regularly scheduled driver. Any driver scheduled to deliver to either ZSFG or LHH five (5) or more days in a calendar month shall participate in facility specific training.
- g. **Delay:** Medline guarantees delivery of all items to the specific delivery locations as provided for in the order. Items not delivered on time to the correct delivery location shall be deemed by City to be a missed shipment, regardless if the items are delivered to a different City location.

2. Shipping and Receiving

- a. **Master List:** The parties shall agree on a process to ensure that the master list of all items actually being shipped by Medline are made available to the shift staffing the facility during the scheduled delivery time.
- b. **Pallets and Totes:** Medline shall ensure that pallets and totes are packed in a safe and orderly manner. Proper packing of pallets and totes consists of the following: shall not be mixed, individual items shall be wrapped or bagged where appropriate, and heavier items will be packed at the bottom. Medline shall also ensure that packing complies with the order. By way of example, an order for 10 30 count boxes shall mean 10 boxes and not 300 individual items packed unboxed in a tote.
- c. **Cleanliness:** The inside and outside of all Medline shipping containers (e.g. totes and boxes) will be clean and sanitary upon arrival.
- d. **Packing List:** Medline shall include a packing list in each tote and will ensure each box is appropriately labeled.
- e. **Weight:** The maximum weight for each packed tote shall not exceed 35 pounds (inclusive of the tote), and/or shall be otherwise Union and OSHA compliant, and Medline guarantees each tote will not exceed that weight.

3. Service Credits

- a. **Late and/or Missed:** For each late or missed delivery, Medline shall provide the City a credit of \$100 for each late or missed delivery. For the avoidance of doubt, City may earn only one Service Credit per delivery.
- b. **Overweight:** For each overweight packed tote in any given delivery, Medline shall provide the City with a credit of \$15 / tote.
- c. **Improper Packing:** In the event a pallet or tote is improperly packed by Medline, contrary to the guidelines in Section 2(b) above, City shall provide photos and other documentary evidence of the improperly packed pallet(s) or tote(s), and Medline shall provide the City with a credit of \$5 per each improperly packed tote and \$15 per each improperly packed pallet.

Exhibit A Return Goods Policy

I. Authorization

All returns must be authorized by Supplier prior to receipt. Product must be returned within ninety (90) days of purchase. Authorizations are valid for thirty (30) days. Return goods authorizations (RGAs) may be arranged either phoning Customer Service at 1 800-307-8386 or by contacting a Supplier sales representative. Unauthorized returns may be returned to Provider at Provider's expense, destroyed by Supplier at Supplier's discretion, or subject to additional charges without credit being issued to Provider. This policy applies to all Providers unless superseded by a separate written agreement that includes specific return goods terms and conditions.

II. Return Procedure

After obtaining an RGA, each return must include the following information:

- i. Provider's name, address and account number.
- ii. RGA number.
- iii. Original PO number or original Supplier order number.
- iv. Lot number and expiration dates where applicable.

III. Return Policy

Defective Products are returnable with prior authorization. Non-defective Products may be returned, provided Provider has obtained prior authorization from Supplier, if such Products are in salable condition and suitable for restocking. Freight and restocking may apply as noted in the Restocking Fee Scheduled listed below. Product must be returned within ninety (90) days of receipt.

The following conditions will not be considered for return.

- i.** Products purchased more than three months prior to return request.
- ii.** Products considered hazardous materials.
- iii.** Special or custom Products made to Provider specifications or sold as non-returnable.
- iv.** Products returned in altered or damaged packaging, or in packaging other than original packaging.
- v.** Refrigerated items.
- vi.** Packs broken, breached or damaged.
- vii.** Products in unsalable units of measure where product cannot be resold.
- viii.** Returns prohibited by state law*.
- ix.** Products with less than 3 months shelf life remaining based on expiration dates.
- x.** Third party vendor Products that require a vendor return authorization are subject to the

vendor's return policy and applicable fees.

- xi. Issuance of an RGA number does not guarantee credit. Credit issuance is dependent on confirmed receipt/review of returned Products and is subject to the other terms of this policy.

*Each state has individual Pharmacy laws, all returns are subject to approval of Medline Regulatory Affairs.

IV. Damages or Shortages

In an effort to minimize any delay in resolving a damage or shortage claim, Provider is required to count all receipts prior to Provider's acceptance of delivery from the carrier. All damages or shortages must be noted on the carrier's freight bill or bill of lading and be countersigned by the Provider. The damaged Products must remain in the original carton, in the event inspection is required by the transportation company. Provider must notify Supplier of any damages in transit or product shortages within two (2) business days of receipt, or Supplier shall have no obligation to process credit or arrange for Product replacement. Contact Customer Service at 1-800- MEDLINE or a Supplier sales representative to report damages or shortages.

V. Products Shipped in Error by Supplier

Provider must notify Supplier of any shipping errors or disputes within two (2) business days of receipt. Products shipped in error by Supplier are freely returnable for full credit, provided that such returns are made within thirty (30) days of receipt.

VI. Defective Product

Defective Product, properly noted damaged Product and returns that are the result of a Supplier error may be returned at Supplier's expense and for a full credit, subject to the other provisions of this policy.

Restocking Fee Schedule

Return from Date of Invoice	Re-Stocking Fee Percentage
0 – 30 Days	5.00% / \$25.00 minimum + Freight
31 – 60 Days	10.00% / \$25.00 minimum + Freight
61 – 90 Days	20.00% / \$25.00 minimum + Freight
Greater than 90 Days	Not returnable unless expressly approved prior to receipt – contact your Sales Representative for additional information.

For authorized returns to Provider's primary branch returning via MedTrans, no freight charges will be assessed.

Appendix B Calculation of Charges

1. Method of Payment, Purchase Order, and Invoicing

A. Covered and Non Covered Items:

Medline shall submit invoices for Covered and Non Covered items that are shipped and accepted by the City in the format attached in Appendix F.

B. Distributor Mark Up Fee:

Medline shall submit monthly invoices by the fifteenth (15th) working day of each month, for the Distributor Mark Up, for the immediately preceding month in the format attached in Appendix F. The Distributor Mark Up fee shall be at the rate established in Appendix A-1, Section II of the Supply Agreement.

C. PO Submission and Invoicing through GHX Network:

The City shall transmit Purchaser Orders (PO) through the GHX Network.

Per the request of SFDPH, Medline utilizes the GHX Supplier Exchange service to support SFDPH's order process using the following standard EDI ANSI X12 transactions: PO/850, Order Ack/855, ASN/856, invoice/810 and price catalog/832. This is an automated order management process with visibility and collaboration to improve order accuracy and contract price alignment of the orders we receive from SDDPH. GHX enables and increase electronic ordering in an efficient manner. It automates the process of managing contract price notifications and get alignment on pricing between manufacturers, Medline, and SFDPH to ensure price accuracy.

2. Program Budgets and Final Invoice

A. Program Budgets are listed below and are attached hereto.

1) Appendix B-1 Budget

B. **Contingency:** Medline understands that, of the maximum dollar obligation listed in section 3.4.1 of this Agreement, **\$15,569,094** is included as a contingency amount and is neither to be used in Program Budgets attached to this Appendix, or available to Medline without a modification to this Agreement executed in the same manner as this Agreement or a revision to the Program Budgets of Appendix B, which has been approved by Contract Administrator. Medline further understands that no payment of any portion of this contingency amount will be made unless and until such modification or budget revision has been fully approved and executed in accordance with applicable City and Department of Public Health laws, regulations and policies/procedures and certification as to the availability of funds by Controller. Medline agrees to fully comply with these laws, regulations, and policies/procedures.

C. Contractor agrees to comply with its Program Budgets of Appendix B in the provision of Services. Changes to the budget that do not increase or reduce the maximum dollar obligation of the City are subject to the provisions of the Department of Public Health Policy/Procedure Regarding Contract Budget Changes. Medline agrees to comply fully with that policy/procedure.

D. A final closing invoice, clearly marked "FINAL," shall be submitted no later than forty-five (45) calendar days following the closing date of the Agreement, and shall include only those Services rendered during the referenced period of performance. If Services are not invoiced during this period, all

unexpended funding set aside for this Agreement will revert to City. City's final reimbursement to the Medline at the close of the Agreement period shall be adjusted to conform to actual units certified multiplied by the unit rates identified in the Program Budgets attached hereto, and shall not exceed the total amount authorized and certified for this Agreement.

3. No invoices for Services provided by law firms or attorneys, including, without limitation, as subcontractors of Contractor, will be paid unless the provider received advance written approval from the City Attorney.

Second Amendment

THIS AMENDMENT (this “Amendment”) is made as of **December 1, 2023**, in San Francisco, California, by and between **Medline Industries, Inc., a corporation with corporate offices located at Three Lakes Drive, Northfield, IL 60093** (“Medline”), and the City and County of San Francisco, a municipal corporation (“City”), acting by and through its Director of the Office of Contract Administration.

Recitals

WHEREAS, City and Medline have entered into the Agreement (as defined below); and

WHEREAS, City and Medline desire to modify the Agreement on the terms and conditions set forth herein to add standard contractual clauses and update scope of services; and

WHEREAS, Department is authorized under Administrative Code Section 21A.2 to procure certain goods and services through a Group Purchasing Organization, and Department selected Contractor through that process; and

WHEREAS, approval of this Agreement was obtained when the Board of Supervisors approved the following Resolution No. 295-21, File No. 210414 on 06/25/2021; and

WHEREAS, approval for the original Agreement was obtained on May 17, 2021 from the Civil Service Commission under PSC number 43503 - 20/21 for the period commencing July 1, 2021 and ending June 30, 2026; and

NOW, THEREFORE, Medline and the City agree as follows:

Article 1 Definitions

The following definitions shall apply to this Amendment:

1.1 **Agreement.** The term “Agreement” shall mean the Agreement dated April 5, 2021 between Medline and City, as amended by the:

First Amendment, dated July 29, 2021.

1.2 **Other Terms.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

Article 2 Modifications of Scope to the Agreement

The Agreement is hereby modified as follows:

2.1 **Attachment 2 “True Price Program”.** Attachment 1 “True Price Program” dated April 5, 2021 is hereby added to Appendix A-1 of the Original Agreement.

2.2 **Appendix G.** Appendix G dated, August 1, 2022 is hereby added to the original Agreement.

Article 3 Updates of Standard Terms to the Agreement

3.1 **Definitions.** *The following is hereby added to the Agreement as a Definition in Article 1:*

1.17 “Confidential Information” means confidential City information including, but not limited to, personally-identifiable information (“PII”), protected health information (“PHI”), or individual financial information (collectively, “Proprietary or Confidential Information”) that is subject to local, state or federal laws restricting the use and disclosure of such information, including, but not limited to, Article 1, Section 1 of the California Constitution; the California Information Practices Act (Civil Code § 1798 et seq.); the California Confidentiality of Medical Information Act (Civil Code § 56 et seq.); the federal Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2)); the privacy and information security aspects of the Administrative Simplification provisions of the federal Health Insurance Portability and Accountability Act (45 CFR Part 160 and Subparts A, C, and E of part 164); and San Francisco Administrative Code Chapter 12M (Chapter 12M).

3.2 **Contractor Vaccination Policy.** *The following is hereby added to Article 7 of the Agreement:*

4.8 Contractor Vaccination Policy (Reserved – DPH’s Policy Governs)

3.3 **Management of City Data and Confidential Information.** *The following sections are hereby added and incorporated in Article 13 of the Agreement, adding to and replacing the previous Section 13.4 in its entirety:*

13.4 Management of City Data and Confidential Information.

13.4.1 Use of City Data and Confidential Information. Medline agrees to hold City’s Data received from, or collected on behalf of, the City, in strictest confidence. Medline shall not use or disclose City’s Data except as permitted or required by the Agreement or as otherwise authorized in writing by the City. Any work using, or sharing or storage of, City’s Data outside the United States is subject to prior written authorization by the City. Access to City’s Data must be strictly controlled and limited to Medline’s staff assigned to this project on a need-to-know basis only. Medline is provided a limited non-exclusive license to use the City Data solely for performing its obligations under the Agreement and not for Medline’s own purposes or later use. Nothing herein shall be construed to confer any license or right to the City Data or Confidential Information, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third-party. Unauthorized use of City Data by Medline, subcontractors or other third-parties is prohibited. For purpose of this requirement, the phrase “unauthorized use” means the data mining or processing of data, stored or transmitted by the service, for commercial purposes, advertising or advertising-related purposes, or for any purpose other than security or service delivery analysis that is not explicitly authorized.

13.4.2 Disposition of Confidential Information. Upon request of City or termination or expiration of this Agreement, and pursuant to any document retention period required by this Agreement, Medline shall promptly, but in no event later than thirty (30) calendar days, return all data given to or collected by Medline on City’s behalf, which includes all original media. Once Medline has received written confirmation from City that City’s Data has been successfully transferred to City, Medline shall within ten (10) business days clear or purge all City Data from its servers, any hosted environment Medline has used in performance of this Agreement, including its subcontractors environment(s), work stations that were used to process the data or for production of the data, and any other work files stored by Medline in whatever medium. Medline shall provide City with written certification that such purge occurred within five (5) business days of the purge. Secure disposal shall be accomplished by “clearing,”

“purging” or “physical destruction,” in accordance with National Institute of Standards and Technology (NIST) Special Publication 800-88 or most current industry standard.

13.5 **Ownership of City Data.** The Parties agree that as between them, all rights, including all intellectual property rights, in and to the City Data and any derivative works of the City Data is the exclusive property of the City.

Article 4 Effective Date

Each of the modifications set forth in Articles 2 and 3 shall be effective on and after August 1, 2023.

Article 5 Legal Effect

Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Medline and City have executed this Amendment as of the date first referenced above.

CITY

**MEDLINE INDUSTRIES
INC**

Recommended by:

DocuSigned by:
Greg Wagner
28527524752949F...
01/03/2024 | 3:32 PM PST

Grant Colfax, MD
Director of Health
Department of Public Health

DocuSigned by:
Marc Phillips
3F555BE99DA04C2...
11/28/2023 | 1:26 PM PST

Marc Phillips
Senior VP of Corporate Sales
Medline Industries, Inc.

City Supplier Number: 0000003192

Approved as to Form:

David Chiu
City Attorney

By: DocuSigned by:
Louise Simpson
BD54168A4C3B452...
11/30/2023 | 11:59 AM PST

Louise S. Simpson
Deputy City Attorney

**Attachment 1
True Price Program
Requirements and Processes**

I. Definition of True Price Program and Requirements:

1. The City is eligible to enter into a program called True Price Program (“TPP”). TPP is a program where Medline accepts payment of invoices based off the product prices the City has loaded in their product database. If there is a discrepancy between the price that Medline has loaded for an item vs. what the City has loaded for the same item, Medline will accept payment based upon the City’s pricing database. Payment process is outlined in Section 3.4.1 of Medline’s distribution agreement with the City.
2. TPP will be adopted within sixty (60) calendar days from the Effective Date of this First Amendment to the Master Distribution Agreement.
3. The City must achieve and sustain price accuracy that matches at least ninety-five percent (95.00%) to Medline’s price database for a minimum of sixty (60) days prior to initializing TPP. Price accuracy of ninety-five percent (95.00%) must be maintained for the duration of the program.
4. The City must utilize a two (2) decimal system when loading and transmitting price data.
5. The City must make updates to product pricing in their database based on the Price Change Notifications (“PCNs”) (outlined in Section XIV of the Master Distribution Agreement) received from Medline. These notifications are a compilation of any price changes Medline has received from the City’s Group Purchasing Organization (GPO) Vizient, and the manufacturers the City requests Medline distribute to their facilities. The City commits to provide weekly feedback to Medline.

6. Only Electronic Data Interchange (EDI) orders are eligible.

7. The City must process updates following terms as communicated by the PCN with disputes not exceeding thirty (30) days.
8. The following are subject to credit and rebill, otherwise there is no reconciliation.
 - a. Unit of Measure issues (Provider orders a case and submits an “each” price, etc.)
 - b. \$0.01 or \$1.00 Provider Purchase Order (“PO”) prices (excluding Nutritional contracts)
 - c. \$0.00 or no price submitted via EDI (Supplier will invoice at Supplier price)
 - d. Variances of significant magnitude
 - e. Unresolved issues pending greater than 30 days

9. If requirements outlined above are not met, the TPP program is subject to termination.

II. True Price Process:

1. All Medline Brand lines stay on price confirmation process up to two (2) weeks following move to TPP in order to allow for price management, validation, and migration to program
2. The City’s purchase order (PO) Price submitted via EDI will be honored on invoice.
3. Medline’s Dedicated Service Manager (“DSM”) will enter the City’s PO Price in replacement orders to allow for TPP to transpire.
4. When the City is on TPP, the existing price confirmation process will no longer be an accurate measure of price accuracy. Medline’s Distributed Pricing Group will monitor the report in order to catch UOM issues, \$0.01 and \$1.00, prior to billing.

5. Notes are included in “Actions Needed” column of TPP report. Responses are expected from the facilities’ materials management department to Medline’s local account team within one (1) business week. Misalignments on pricing of individual product will not exceed thirty (30) days.
6. The City agrees to proactively review PCN reports and update product pricing in their system on a weekly basis.

Appendix G

**Protected Information Destruction Order
Purge Certification - Contract ID # 1000021257**

In accordance with section 3.c (Effect of Termination) of the Business Associate Agreement, attached as Appendix E to the Agreement between the City and Contractor dated April 5, 2021 (“Agreement”), the City hereby directs Contractor to destroy all Protected Information that Contractor and its agents and subcontractors (collectively “Contractor”) still maintain in any form. Contractor may retain no copies of destroyed Protected Information.” Destruction must be in accordance with the guidance of the Secretary of the U.S. Department of Health and Human Services (“Secretary”) regarding proper destruction of PHI.

Electronic Data: Per the Secretary’s guidance, the City will accept destruction of electronic Protected Information in accordance with the standards enumerated in the NIST SP 800-88, Guidelines for Data Sanitization (“NIST”).

Hard-Copy Data: Per the Secretary’s guidance, the City will accept destruction of Protected Information contained in paper records by shredding, burning, pulping, or pulverizing the records so that the Protected Information is rendered unreadable, indecipherable, and otherwise cannot be reconstructed.

Contractor hereby certifies that Contractor has destroyed all Protected Information as directed by the City in accordance with the guidance of the Secretary of the U.S. Department of Health and Human Services (“Secretary”) regarding proper destruction of PHI.

So Certified

Signature

Title:

Date:

PERSONAL SERVICES CONTRACT SUMMARY ("PSC FORM 1")

Department: PUBLIC HEALTH -- DPH

Dept. Code: DPH

Type of Request: Initial Modification of an existing PSC (PSC # _____)

Type of Approval: Expedited Regular Annual Continuing (Omit Posting)

Type of Service: Distribution, warehousing, inventory & analytical services, bulk & just in time supplies

Funding Source: General Fund, Federal and State funds

PSC Duration: 5 years

PSC Amount: \$10,000,000

1. Description of Work

A. Scope of Work/Services to be Contracted Out:

The contractor shall provide medical supplies, distribution services, and temporary warehousing services of essential City emergency supplies. The Department will contract for end-to-end distribution services for the bulk availability of commonly used supplies and just in time availability of less commonly used supplies. This will include maintenance of a required catalog of supplies SFDPH will order on a just in time and bulk basis, inventory management of those supplies while at Contractor's facility, analytical support in preparing and processing daily orders and maintaining the accuracy of the supplies catalog and daily delivery of ordered supplies to SFDPH facilities. SFDPH will also contract for the warehousing, inventory management and delivery of residual supplies, including personal protective equipment, ordered by the City in response to the COVID-19 emergency. The request only represents the cost of the distribution services, and the temporary warehousing services of emergency supplies. The request does not include the actual cost of the commodities procured through the distributor and its partners currently estimated at over 25 million dollars a year.

B. Explain why this service is necessary and the consequence of denial:

The services are necessary in order to provide patient care at Zuckerberg San Francisco General Hospital, Laguna Honda Hospital and Rehabilitation Center, a network of community and behavioral health clinics and in the county jails. The services will also include the warehousing and inventory management of residual City owned supplies ordered in response to COVID-19. SFDPH worked with the City's Real Estate Department to learn that no existing City owned facility was available to store this quantity of supplies for the term SFDPH requires. Denial of this request would require SFDPH to restructure the Department's entire materials management system, obtain significantly more warehousing capacity to store a long term back stock of supplies, enter into contractual relationships with every single individual manufacturer of supplies used by SFDPH, incur additional costs, and leave SFDPH with few options for the long term storage and accessibility of City owned COVID-19 supplies.

C. Has this service been provided in the past? If so, how? If the service was provided under a previous PSC, attach copy of the most recently approved PSC.

The Department has used the services of a prime vendor / distributor for many years. Previously the use of a distributor / prime vendor has been procured as a commodity services rather than a professional service as the bulk of the charges is for the actual commodities.

D. Will the contract(s) be renewed?

Yes

- E. If this is a request for a new PSC in excess of five years, or if your request is to extend (modify) an existing PSC by another five years, please explain why.
SFDPH has used a prime vendor for distribution of medical/surgical supplies for a number of years. SFDPH anticipates this supplies procurement model to continue in perpetuity. Entering into a long term agreement allows SFDPH to obtain stability in distributor pricing and consistency in maintenance of available supplies catalog.

2. Reason(s) for the Request

- A. Indicate all that apply (be specific and attach any relevant supporting documents):

Services that require resources that the City lacks (e.g., office space, facilities or equipment with an operator).

- B. Explain the qualifying circumstances:

The City does not have the resources to fully staff a modern Just in Time supply distribution system

3. Description of Required Skills/Expertise

A. Specify required skills and/or expertise: Sourcing relationships with nearly every manufacturer of medical/surgical supplies. Experience providing end-to-end supplies distribution services to a complex health system, including a level 1 trauma center, long term care facility and community clinics, substantial warehouse availability and ability to maintain a broad catalog of just in time supplies available within 24 hours of order, the ability to provide daily deliveries to SFDPH facilities of all supplies ordered the previous day and the analytical knowledge of the healthcare industry to maintain supplies catalog, process daily supplies orders and provide suitable alternatives when certain requested supplies are not available.

B. Which, if any, civil service class(es) normally perform(s) this work? 1822, Administrative Analyst; 1823, Senior Administrative Analyst; 1824, Pr Administrative Analyst; 1922, Senior Inventory Clerk; 1932, Assistant Storekeeper; 1934, Storekeeper; 1936, Senior Storekeeper; 1938, Stores & Equip Asst Sprv; 1944, Materials Coordinator;

C. Will contractor provide facilities and/or equipment not currently possessed by the City? If so, explain:
Yes. Yes for the everyday distribution of supplies the vendor will provide a modern robust logistic platform consisting of all of the required infrastructure such as warehousing, all of the equipment needed to distribute Just in Time inventory to a healthcare facility. In addition, in the City's response to COVID-19 the market conditions for procurement of certain supplies, such as personal protective equipment, as well as guidance developed in consultation between the City's COVID Command Center, City Administrator's Office and SFDPH, was to procure a minimum of one year of supply for all categories of personal protective equipment, which is now stored in multiple temporary facilities. SFDPH requires long term storage and inventory management of these supplies. SFDPH worked with the SF Real Estate Department to determine there is no City owned viable solution. Given these facts SFDPH will contract for the warehousing and inventory management of these residual supplies until such time as those supplies are exhausted.

4. If applicable, what efforts has the department made to obtain these services through available resources within the City?

Not Applicable

5. Why Civil Service Employees Cannot Perform the Services to be Contracted Out

- A. Explain why civil service classes are not applicable.

Since the services require that an entity maintain a robust logistics infrastructure it would not be practical or feasible for the City to take on that work which would require the City to procure the needed space, relationships with suppliers, and all the equipment to distribute supplies in a Just in Time nature.

B. If there is no civil service class that could perform the work, would it be practical and/or feasible to adopt a new civil service class to perform this work? Explain. No. SFDPH will be using City staff to receive daily deliveries, break down deliveries and distribute them to each area of the Department that placed the specific order, as well as interact with Contractor staff to process and approve final orders and troubleshoot any issues. SFDPH anticipates the need for warehousing, inventory management and distribution of residual COVID-19 supplies to be a temporary need, only until the previously purchased supplies are exhausted.

6. Additional Information

A. Will the contractor directly supervise City and County employee? If so, please include an explanation.
No.

B. Will the contractor train City and County employees and/or is there a transfer of knowledge component that will be included in the contact? If so, please explain what that will entail; if not, explain why not.
No. There is no dedicated training component in the proposed contacts. Rather, City employees will have the opportunity to gain knowledge through transfers and interactions with the contractor in the area of modern day logistic / supply chain management techniques and procedures which may include access to online tools to facilitate order / inventory management if provided by the contractor.

C. Are there legal mandates requiring the use of contractual services?
No.

D. Are there federal or state grant requirements regarding the use of contractual services? If so, please explain and include an excerpt or copy of any such applicable requirement.
No.

E. Has a board or commission determined that contracting is the most effective way to provide this service? If so, please explain and include a copy of the board or commission action.
No.

F. Will the proposed work be completed by a contractor that has a current PSC contract with your department? If so, please explain.
No.

7. Union Notification: On 02/19/2021, the Department notified the following employee organizations of this PSC/RFP request:
Prof & Tech Eng, Local 21; Professional & Tech Engrs, Local 21; SEIU 1021 Miscellaneous

I CERTIFY ON BEHALF OF THE DEPARTMENT THAT THE INFORMATION CONTAINED IN AND ATTACHED TO THIS FORM IS COMPLETE AND ACCURATE:

Name: Jacquie Hale Phone: (415) 554-2609 Email: jacquie.hale@sfdph.org

Address: 1380 Howard Street, Room 421B San Francisco, CA 94103

FOR DEPARTMENT OF HUMAN RESOURCES USE

PSC# 43503 - 20/21

DHR Analysis/Recommendation:

action date: 05/17/2021

Commission Approval Required

Approved by Civil Service Commission

05/17/2021 DHR Approved for 05/17/2021

1 [Agreement - Medline Industries - Department of Public Health - Low Unit of Measure Medical
2 Supplies Distribution Services - Not to Exceed \$145,311,550]

3 **Resolution approving an agreement between Medline Industries, Inc. and the**
4 **Department of Public Health for low unit of measure medical, surgical, and laboratory**
5 **supplies distribution and required associated services, for a total amount not to**
6 **exceed \$145,311,550 for a term of six years, July 1, 2021, through June 30, 2027.**

7
8 WHEREAS, The Department of Public Health (DPH) has the ongoing need for medical,
9 surgical, and laboratory supplies for use in the daily delivery of care to patients of various
10 DPH programs; and

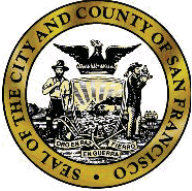
11 WHEREAS, This Agreement was procured as required by San Francisco
12 Administrative Code Chapter 21.A.2, Membership in Group Purchasing Organizations; and

13 WHEREAS, The DPH wishes to obtain Low Unit of Measure (LUM) medical, surgical,
14 and laboratory supplies distribution and required associated services from Medline Industries,
15 Inc.; and

16 WHEREAS, San Francisco Charter Section 9.118(b) requires that the Board of
17 Supervisors approve by resolution all City contracts having an amount in excess of ten million
18 dollars; now, therefore, be it

19 RESOLVED, That the Board of Supervisors hereby authorizes the Director of Public
20 Health and the Director of the Office of Contract Administration/Purchaser, on behalf of the
21 City and County of San Francisco, to execute an agreement with Medline Industries, Inc. for
22 distribution of medical and surgical supplies for a total amount not to exceed \$145,311,550,
23 for term of six years, July 1, 2021, through June 30, 2027; and, be it

24 FURTHER RESOLVED, That the Board of Supervisors authorizes the
25 Department of Public Health to enter into any amendments or modifications to the



City and County of San Francisco
Tails
Resolution

City Hall
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4689

File Number: 210414

Date Passed: June 15, 2021

Resolution approving an agreement between Medline Industries, Inc. and the Department of Public Health for low unit of measure medical, surgical, and laboratory supplies distribution and required associated services, for a total amount not to exceed \$145,311,550 for a term of six years, July 1, 2021, through June 30, 2027.

June 11, 2021 Government Audit and Oversight Committee - AMENDED, AN AMENDMENT OF THE WHOLE BEARING NEW TITLE


June 11, 2021 Government Audit and Oversight Committee - RECOMMENDED AS AMENDED AS A COMMITTEE REPORT


June 15, 2021 Board of Supervisors - ADOPTED

Ayes: 10 - Chan, Haney, Mandelman, Mar, Peskin, Preston, Ronen, Safai, Stefani and Walton
Excused: 1 - Melgar

File No. 210414

I hereby certify that the foregoing Resolution was **ADOPTED** on 6/15/2021 by the Board of Supervisors of the City and County of San Francisco.



Angela Calvillo
Clerk of the Board

London N. Breed
Mayor

6/25/2021

Date Approved



San Francisco Ethics Commission

25 Van Ness Avenue, Suite 220, San Francisco, CA 94102

Phone: 415.252.3100 · Fax: 415.252.3112

Filing Information

Record Number

SFEC126F0001359

Status

BOS Legislative Clerk Acceptance

SFEC126f Form Type

126f4 BOS

File Number (BOS)

260446

Type of Filing

Original

Contractor Information

Contractor Name

Medline Industries, Inc.

Contractor Email

jabele@medline.com

Contractor Phone #

(800) 633-5463

International Address?

No

Contractor Address (US)

3 LAKES DRIVE

Contractor City and State

Northfield - IL

Contractor Zip Code

60093

Country

United States of America

Contract Information

Contract Amount

\$301,562,341.00

Description of Amount of Contract

Not to exceed \$301,562,341

Contract Description

To provide Low Unit of Measure (LUM) Distribution of Medical, Surgical, and Laboratory Supplies

City Agency - Departmental Contact Information

Departmental Contact

Reanna Albert

Departmental Contact Phone #

+14155576693

Full Department Name

DPH - Department of Public Health

Contract Approval

Mayoral Approval Not Required

false

Affiliates and subcontractors

Entity Type	First Name	Last Name	Entity or Sub/Contractor Name
Board of Directors	Charlie	Mills	Chair of the Board
Board of Directors	Joseph	Baratta	Independent Director
Board of Directors	Jacob	Best	Independent Director
Board of Directors	Todd	Bluedorn	Independent Director
Board of Directors	Richard	Galanti	Independent Director
Board of Directors	Patrick	Healy	Independent Director
Board of Directors	Andy	Mills	Director
Board of Directors	Robert	Schmidt	Independent Director
Board of Directors	Anushka	Sunder	Independent Director
Board of Directors	Thomas	Sweet	Independent Director
Board of Directors	Stephen	Wise	Independent Director
CEO	Jim	Boyle	Chief Executive Officer
CFO	Mike	Drazin	Chief Financial Officer
Other Principal Officer	Doug	Golwas	Chief Commercial Officer
Other Principal Officer	Amanda	Laabs	Chief Product Officer
Other Principal Officer	Alex	Liberman	Chief Legal Officer and Secretary
COO	Steve	Miller	Chief Operating Officer
Shareholder	Carlyle Group Inc.		Ownership ≥ 10%
Shareholder	GIC Private Ltd		Ownership ≥ 10%
Shareholder	Hellman and Friedman Capital Partners		Ownership ≥ 10%
Shareholder	Blackstone/BX Mozart Affiliated entities		Ownership ≥ 10%
Other Principal Officer	Christopher	Shyrock	Chief Human Resources Officer



City and County of San Francisco
Daniel Lurie, Mayor

San Francisco Department of Public Health

Daniel Tsai
Director of Health

April 27, 2026

Angela Calvillo, Clerk of the Board
Board of Supervisors
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco, CA 94102-4689

Dear Ms. Calvillo:

Please find attached a proposed resolution for Board of Supervisors approval of an agreement between the Department of Public Health and Medline Industries, Inc. in the amount of \$301,562,341.

This contract agreement requires Board of Supervisors approval under San Francisco Charter Section 9.118.

The following is a list of accompanying documents:

- Proposed Resolution
- Original Agreement
- First Amendment
- Second Amendment
- Proposed Third Amendment
- Form SFEC-126
- PSC 43503-20/21
- Prior BOS resolution 295-21

For questions on this matter, please contact me at (628) 271-6178, reanna.albert@sfdph.org.

Thank you for your time and consideration.

Sincerely,

Reanna Albert

Reanna Albert
Pre-Award Unit Analyst
Office of Contracts Management and Compliance
DPH Business Office

cc: Daniel Tsai, Director of Health
Michelle Ruggels, Director, DPH Business Office

The mission of the San Francisco Department of Public Health is to protect and promote the health of all San Franciscans.

We shall ~ Assess and research the health of the community ~ Develop and enforce health policy ~ Prevent disease and injury ~

~ Educate the public and train health care providers ~ Provide quality, comprehensive, culturally-proficient health services ~ Ensure equal access to all ~

reanna.albert@sfdph.org – office 621-271-6178 – fax 415 252-3088

101 Grove Street, Room 410 San Francisco, CA 94102
