



September 18, 2026

TO: Legal Counsel

News Media

Salinas Californian

El Sol

Monterey County Herald

Monterey County Weekly

KION-TV

KSBW-TV/ABC Central Coast

KSMS/Entravision-TV

The next regular meeting of the **FINANCE COMMITTEE - COMMITTEE OF THE WHOLE of SALINAS VALLEY HEALTH<sup>1</sup>** will be held **MONDAY, SEPTEMBER 21, 2026, AT 4:00 P.M., HEART CENTER TELECONFERENCE ROOM, SALINAS VALLEY HEALTH MEDICAL CENTER, 450 E. ROMIE LANE, SALINAS, CALIFORNIA.**

(For Public Access Information Visit <https://www.salinasvalleyhealth.com/about-us/healthcare-district-information-reports/board-of-directors/board-committee-meetings-virtual-link/>.)

A handwritten signature in black ink, appearing to read "Allen Radner", is positioned above the printed name.

Allen Radner, MD  
President/Chief Executive Officer

Committee Voting Members: **Victor Rey, Jr.**, Chair, **Joel Hernandez Laguna**, Vice Chair, **Allen Radner, MD**, President/CEO, **Iftikhar Hussain**, Chief Financial Officer, and **Steven Regwan, DO**, Medical Staff Member

Advisory Non-Voting Members: Sanjeev Tandon, Community Member

**FINANCE COMMITTEE  
COMMITTEE OF THE WHOLE  
SALINAS VALLEY HEALTH<sup>1</sup>**

**MONDAY, SEPTEMBER 21, 2026, 4:00 P.M.  
HEART CENTER TELECONFERENCE ROOM**

**Salinas Valley Health Medical Center  
450 E. Romie Lane, Salinas, California**

**(Visit [SalinasValleyHealth.com/virtualboardmeeting](https://SalinasValleyHealth.com/virtualboardmeeting) for Public Access Information)**

**AGENDA**

1. Call to Order / Roll Call

2. Public Comment

This opportunity is provided for members of the public to make a brief statement, not to exceed three (3) minutes, on issues or concerns within the jurisdiction of this District Board, which are not otherwise covered under an item on this agenda.

3. Approve Minutes of the Finance Committee Meeting of August 24, 2026 (REY)

- Motion/Second
- Public Comment
- Action by Committee/Roll Call Vote

4. Consider Recommendation for Board Approval of StrataJazz Cost Accounting Agreement Renewal as Sole Source and Contract Award (HUSSAIN)

- Staff Report
- Committee Questions to Staff
- Public Comment
- Committee Discussion/Deliberation
- Motion/Second
- Action by Committee/Roll Call Vote

<sup>1</sup>Salinas Valley Memorial Healthcare System operating as Salinas Valley Health

5. Consider Recommendation for Board Approval of the Primary Transformer Equipment Replacement Project Budget and the Purchase of the Primary Transformer from MGM Transformers (MILLER/MCCOY)
  - Staff Report
  - Committee Questions to Staff
  - Public Comment
  - Committee Discussion/Deliberation
  - Motion/Second
  - Action by Committee/Roll Call Vote
6. Consider Recommendation for Board Approval of Design Development and Equipment Procurement Budget, Equipment Purchase and a Service Maintenance Agreement for the 240 San Jose Mammography Equipment Replacement Project (MILLER/KAZEL)
  - Staff Report
  - Committee Questions to Staff
  - Public Comment
  - Committee Discussion/Deliberation
  - Motion/Second
  - Action by Committee/Roll Call Vote
7. Consider Recommendation for Board Approval of Enterprise Health, Employee Health Electronic Health Records (EHR); RFP Utilized (CHILDS)
  - Staff Report
  - Committee Questions to Staff
  - Public Comment
  - Committee Discussion/Deliberation
  - Motion/Second
  - Action by Committee/Roll Call Vote
8. Consider Recommendation for Board Approval of VMware Infrastructure Renewal (HYLAND)
  - Staff Report
  - Committee Questions to Staff
  - Public Comment
  - Committee Discussion/Deliberation
  - Motion/Second
  - Action by Committee/Roll Call Vote

9. Consider Recommendation for Board Approval of Stryker Power System 9 (HYLAND)

- Staff Report
- Committee Questions to Staff
- Public Comment
- Committee Discussion/Deliberation
- Motion/Second
- Action by Committee/Roll Call Vote

10. Financial and Statistical Review (HUSSAIN)

11. Adjournment

The next Finance Committee Meeting is scheduled for Monday, **October 19, 2026** at 12:00 p.m.

<sup>1</sup>Salinas Valley Memorial Healthcare System operating as Salinas Valley Health

This Committee meeting may be attended by Board Members who do not sit on this Committee. In the event that a quorum of the entire Board is present, this Committee shall act as a Committee of the Whole. In either case, any item acted upon by the Committee or the Committee of the Whole will require consideration and action by the full Board of Directors as a prerequisite to its legal enactment.

The Salinas Valley Health (SVH) Committee packet is available at the Committee Meeting, electronically at <https://www.salinasvalleyhealth.com/about-us/healthcare-district-information-reports/board-of-directors/meeting-agendas-packets/2026/>, and in the SVH Human Resources Department located at 611 Abbott Street, Suite 201, Salinas, California, 93901. All items appearing on the agenda are subject to action by the SVH Board.

Requests for a disability related modification or accommodation, including auxiliary aids or Spanish translation services, in order to attend or participate in-person at a meeting, need to be made to the Board Clerk during regular business hours at 831-759-3208 at least forty-eight (48) hours prior to the posted time for the meeting in order to enable the District to make reasonable accommodations.

*CALL TO ORDER*  
*ROLL CALL*

*(Chair to call the meeting to order)*

*PUBLIC COMMENT*

**DRAFT SALINAS VALLEY HEALTH<sup>1</sup>**  
**FINANCE COMMITTEE**  
**COMMITTEE OF THE WHOLE**  
**MEETING MINUTES AUGUST 24, 2026**

Committee Member Attendance:

Voting Members Present: **Victor Rey, Jr.**, Chair, **Allen Radner, M.D.**, President/CEO, **Iftikhar Hussain**, CFO, and **Steven Regwan, D.O.**, Medical Staff Member

Via Teleconference: **Joel Hernandez Laguna**, Vice Chair (appearing via teleconference pursuant to Government Code Section 54953.8.3)

Advisory Non-Voting Members Present:

In person: Clement Miller, COO, Alysha Hyland, CAO, Carla Spencer, CNO, Gary Ray, CLO,

Via Teleconference: Michelle Childs, CHRO, Orlando Rodriguez, M.D., CMO

Other Board Members Present, Constituting Committee of the Whole:

Via Teleconference: Rolando Cabrera, M.D. and Catherine Carson

*Joel Hernandez Laguna joined at 4:02 p.m.*

**1. CALL TO ORDER/ROLL CALL**

A quorum was present and Chair Victor Rey, Jr., called the meeting to order at 4:00 p.m. in the Heart Center Teleconference Room.

**2. PUBLIC COMMENT:** None.

**3. APPROVAL OF MINUTES FROM THE FINANCE COMMITTEE MEETING OF JULY 20, 2026**

Approve the minutes of the July 20, 2026 Finance Committee meeting. The information was included in the Committee packet.

**PUBLIC COMMENT:** None.

**COMMITTEE MEMBER DISCUSSION:** None.

**MOTION:**

Upon motion by Committee Member Hussain and second by Committee Member Dr. Radner the minutes of the July 20, 2026 Finance Committee are approved as presented.

**ROLL CALL VOTE:**

Ayes: Chair Rey, Vice Chair Hernandez Laguna, Dr. Radner, Hussain, Dr. Regwan;

Nays: None;

Abstentions: None;

Absent: None;

**Motion Carried.**

<sup>1</sup> Salinas Valley Memorial Healthcare System operating as Salinas Valley Health

#### **4. CONSIDER RECOMMENDATION FOR BOARD APPROVAL OF RENEWAL OF THE MEDTRONIC SERVICE AND SUPPORT AGREEMENT FOR THE O-ARM O2 SURGICAL IMAGING SYSTEM AND STEALTHSTATION S8 NEUROSURGICAL NAVIGATION SYSTEM**

The amendment extends the current agreement for an additional three-year term from August 17, 2026 through August 16, 2029, at an annual cost of \$139,100, for a total contract value of \$417,300.

Approval will ensure continued manufacturer service and support for these critical surgical systems utilized in Neurosurgery, Spine, and ENT procedures. The proposed renewal represents an annual increase of \$5,130 (3.8%) compared to the current agreement, with a total three-year increase of \$15,390.

A full report was included in the packet.

**PUBLIC COMMENT:** None.

**COMMITTEE MEMBER DISCUSSION:** None.

#### **MOTION:**

Upon motion by Committee Member Dr. Radner and second by Committee Member Dr. Regwan the Finance Committee recommendation to the Board of Directors is to approve Amendment No. 1 to the Medtronic Service and Support Agreement for the O-Arm O2 Surgical Imaging System and StealthStation S8 Neurosurgical Navigation System, extending the agreement for a three-year term in the amount of \$417,300, subject to final legal review.

#### **ROLL CALL VOTE:**

Ayes: Chair Rey, Vice Chair Hernandez Laguna, Dr. Radner, Hussain, Dr. Regwan;

Nays: None;

Abstentions: None;

Absent: None;

**Motion Carried.**

#### **5. CONSIDER RECOMMENDATION FOR BOARD APPROVAL OF HEALTHSTREAM (LEARNING MANAGEMENT SYSTEM) CONTRACT RENEWAL**

HealthStream is our Learning Management System (LMS) vendor and primary platform for delivering ongoing annual regulatory education. Our primary HealthStream agreement is approaching renewal, providing an opportunity to strategically consolidate our broader HealthStream portfolio under a single contract. In addition to regulatory education, HealthStream supports several critical workforce developments, clinical competency, point-of-care, class management, and accreditation functions across the organization. This approach is intended to streamline contract management, maintain continuity across critical capabilities, and leverage the combined scope of services to achieve an estimated cost savings of \$70k.

A full report was included in the packet.

**PUBLIC COMMENT:** None.

**COMMITTEE MEMBER DISCUSSION:** Chair Rey noted it would be great to add, if available, any Board education platforms for the Board members. Carla Spencer to follow-up.

**MOTION:**

Upon motion by Committee Member Dr. Radner and second by Vice Chair Hernandez Laguna, the Finance Committee recommendation is for Board Approval of the HealthStream (Learning Management System) contract renewal for the term of 3-years in the total amount of \$571,958.56.

**ROLL CALL VOTE:**

Ayes: Chair Rey, Vice Chair Hernandez Laguna, Dr. Radner, Hussain, Dr. Regwan;

Nays: None;

Abstentions: None;

Absent: None;

**Motion Carried.****6. FINANCIAL AND STATISTICAL REVIEW**

An update was received from Iftikhar Hussain, CFO, on the Financial and Statistical Review for the month of June 2026. Highlights included a review of the 2.4% operating margin, FY26 Actuals of the consolidated operating margin, Days of AP and AR, Supply and Labor Expenses, payor mix, supplemental payments, overtime and contract labor.

A full report was included in the packet.

**PUBLIC COMMENT:** None.

**COMMITTEE MEMBER DISCUSSION:** Iftikhar Hussain reviewed the details of the CCAH Supplemental Payments for FY26.

**7. REVIEW FY ENDING JUNE 30, 2026 BALANCED SCORECARD**

The Executive Team provided a high-level overview of the Balanced Scorecard performance measures. Each Executive reviewed their respective goals and the associated maximum, target and threshold performance metrics to date. Iftikhar Hussain, CFO, noted the Total Funding for all measures is 104.9%.

A full report was included in the packet.

**PUBLIC COMMENT:** None.

**COMMITTEE MEMBER DISCUSSION:** None.

**8. CAPITAL SPENDING YTD JUNE 30, 2026 UPDATE**

Brad McCoy, Facilities, Construction and Real Estate contractor provided a high-level update on Capital Spending thru June 30, 2026. Brad noted all projects listed are at budget or below budget. The ED Expansion project will be reviewed in more detail in the coming months.

A full report was included in the packet.

**PUBLIC COMMENT:** None.

**COMMITTEE MEMBER DISCUSSION:** None.

## 9. ADJOURNMENT

There being no other business, the meeting was adjourned at 4:29 p.m. The next Finance Committee Meeting is scheduled for Monday, **September 21, 2026** at 4:00 p.m.

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Victor Rey, Jr., Chair  
Finance Committee

# Finance Committee Board Paper

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Agenda Item: **Consider Recommendation for Board Approval of StrataJazz Cost Accounting Agreement Renewal as Sole Source and Contract Award**

Executive Sponsor: Iftikhar Hussain, Chief Financial Officer

Date: September 21, 2026

## Executive Summary

Salinas Valley Health's StrataJazz Cost Accounting agreement is up for renewal. The proposed renewal is for a five-year term and includes two components: a subscription fee for use of the StrataJazz platform and professional services fees for ongoing support.

The proposed five-year agreement has a total cost of **\$801,958**, consisting of:

- **Subscription Fees: \$444,628** over the five-year term. The subscription fee includes a **5% annual escalator in Year 1** and a **4% annual escalator in each subsequent year**.
- **Professional Services: \$357,330** over the five-year term. Professional services fees include a **11% escalator in Year 1**, with **no additional escalators in Years 2–5** (the average annual escalator is 2.2%).

The renewal will maintain Salinas Valley Health's access to the StrataJazz platform and provide continued professional support throughout the five-year term.

## Background/Situation

StrataJazz is a financial planning and cost accounting platform that provides Salinas Valley Health with detailed visibility into the cost and financial performance of its operations and patient care services. The platform supports the Finance team's cost analysis and service-line profitability efforts, enabling management to identify cost drivers, evaluate financial performance, and make informed resource allocation decisions.

SVH began its relationship with StrataJazz in 2015. While alternative healthcare cost-accounting solutions exist, StrataJazz provides SVH with an established, integrated platform that supports its existing financial planning, cost accounting, reporting, and decision-support processes. Transitioning to an alternative platform would require significant implementation, data conversion, process redesign, staff training, and associated costs, while creating operational and reporting risks.

## Timeline

The renewal review process began in July 2026, when the Financial Planning team met with Strata Decision Technology to review the proposed scope of work and discuss the terms of the renewal.

## Meeting our Mission, Vision, Goals

### Strategic Plan Alignment:

Continued use of StrataJazz is essential to maintaining consistent and reliable financial reporting and supporting Salinas Valley Health's ongoing efforts to improve financial performance, enhance cost transparency, and strengthen cost management.

| Key Contract Terms                | Vendor: Strata Decision Technology                                                     |
|-----------------------------------|----------------------------------------------------------------------------------------|
| 1. Proposed contract signing date | Prior to September 30, 2026                                                            |
| 2. Term of agreement              | October 1, 2026                                                                        |
| 3. Renewal terms                  | October 1, 2026 – September 30, 2031 (5 years)                                         |
| 4. Termination provision(s)       | Not automatically renewed                                                              |
| 5. Payment Terms                  | None                                                                                   |
| 6. Annual cost(s)                 | The contracted annual cost is due October 1 each year within the term of the agreement |
| 7. Cost over life of agreement    | \$160,392 (average over the 5-year term)                                               |
| 8. Budgeted (yes or no)           | \$801,958                                                                              |
| 9. Contract                       | Yes                                                                                    |

### Recommendation

**SVH Administration requests that the Finance Committee recommend approval by the SVH Board of Directors of the StrataJazz Cost Accounting Agreement Renewal with Strata Decision Technology as a sole source contract award. The proposed five-year agreement includes both subscription fees and professional services, with a total contract value of \$801,958, covering the period through September 30, 2031.**

### Attachments

- Sole Source Justification Form (if applicable)
- Strata Order Form

## Justification for Sole Source Form

To: Proposal Evaluation Panel  
Iftikhar Hussain, CFO  
From: Meredith Peterson, Director of Financial Planning & Decision Support

Type of Purchase: (check one)

- ☐ Materials/Supplies  
☒ Data Processing/Telecommunication Goods > \$25,000  
☐ Medical/Surgical – Supplies/Equipment > \$25,000  
☐ Purchased Services

|                     |                                                           |
|---------------------|-----------------------------------------------------------|
| Cost Estimate (\$): | 801,958                                                   |
| Vendor Name:        | Strata Decision Technology                                |
| Item Title:         | StrataJazz Cost Accounting Agreement Renewal, 2026 - 2031 |

**Statement of Need:** My department's recommendation for sole source is based upon an objective review of the product/service required and appears to be in the best interest of the SVMHS. I know of no conflict of interest on my part or personal involvement in any way with this request. No gratuities, favors or compromising action have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials or firms been a deciding influence on my request to sole source this purchase when there are other known suppliers to exist.

**Describe how this selection results in the best value to SVMHS. See typical examples below.**

- ☐ Licensed or patented product or service. No other vendor provides this. Warranty or defect correction service obligations of the consultant. **Describe why it is mandatory to use this licensed or patented product or service:**
- ☒ Existing SVMHS equipment, inventory, custom-built information system, custom built data inventory system, or similar products or programs. **Describe. If product is off-the-shelf, list efforts to find other vendors (i.e. web site search, contacting the manufacturer to see if other dealers are available to service this region, etc.).**  
SVH began its relationship with StrataJazz in 2015. While alternative healthcare cost-accounting solutions exist, StrataJazz provides SVH with an established, integrated platform that supports its existing financial planning, cost accounting, reporting, and decision-support processes. Transitioning to an alternative platform would require significant implementation, data conversion, process redesign, staff training, and associated costs, while creating operational and reporting risks.
- ☐ Uniqueness of the service. **Describe.**
- ☐ SVMHS has established a standard for this manufacturer, supplier or provider and there is only one vendor. **Attach documentation from manufacturer to confirm that only one dealer provides the product.**
- ☐ Factory-authorized warranty service available from only this single dealer. Sole availability at the location required. **Describe.**
- ☐ Used item with bargain price (describe what a new item would cost). **Describe.**
- ☐ Other -The above reasons are the most common and established causes for an eligible sole source. If you have a different reason, **Describe:**

**By signing below, I am attesting to the accuracy and completeness of this form.**

Submitter Signature: Meredith Peterson  
Meredith Peterson (Sep 14, 2026 15:03:30 PDT)

Date: 09/14/2026



## ORDER FORM

This Order Form is issued pursuant to the Software Use Agreement ("Agreement") dated September 30, 2015 (the "Effective Date") by and between Strata Decision Technology, LLC ("Strata") and Salinas Valley Memorial Healthcare System ("Customer").

The purpose of this Order Form is bulleted below and is effective as of the date of last signature below (the "OF Effective Date"):

- To renew the following Programs (the "Renewal Programs") for the period from 10/1/2026 to 9/30/2031 (the "Commitment Period"):

StrataJazz Cost Accounting for 25 System Users and 125 Report Users  
StrataJazz eLearning for Unlimited System Users

- To purchase Professional Services for the Programs listed below as of the OF Effective Date:

StrataJazz Staff Augmentation – Cost Accounting

### 1. Fee Schedule for Fees Due Under this Order Form:

Customer commits to paying the fees outlined below for the duration of the Commitment Period:

#### Renewal Programs Fee Schedule

| Description                       | Due<br>10/01/2026<br>for the period<br>10/01/2026 -<br>09/30/2027 | Due<br>10/01/2027<br>for the period<br>10/01/2027 -<br>09/30/2028 | Due<br>10/01/2028<br>for the period<br>10/01/2028 -<br>09/30/2029 | Due<br>10/01/2029<br>for the period<br>10/01/2029 -<br>09/30/2030 | Due<br>10/01/2030<br>for the period<br>10/01/2030 -<br>09/30/2031 |
|-----------------------------------|-------------------------------------------------------------------|-------------------------------------------------------------------|-------------------------------------------------------------------|-------------------------------------------------------------------|-------------------------------------------------------------------|
| Renewal Programs Subscription Fee | \$82,090                                                          | \$85,374                                                          | \$88,789                                                          | \$92,341                                                          | \$96,034                                                          |
| <b>Total</b>                      | <b>\$82,090</b>                                                   | <b>\$85,374</b>                                                   | <b>\$88,789</b>                                                   | <b>\$92,341</b>                                                   | <b>\$96,034</b>                                                   |

#### Staff Augmentation - Cost Accounting Professional Services Fee Schedule

| Description                                                       | Billed upon the<br>OF Effective<br>Date | Due one (1)<br>year after the<br>OF Effective<br>Date | Due two (2)<br>years after the<br>OF Effective<br>Date | Due three (3)<br>years after the<br>OF Effective<br>Date | Due four (4)<br>years after the<br>OF Effective<br>Date |
|-------------------------------------------------------------------|-----------------------------------------|-------------------------------------------------------|--------------------------------------------------------|----------------------------------------------------------|---------------------------------------------------------|
| Staff Augmentation - Cost Accounting<br>Professional Services Fee | \$71,466                                | \$71,466                                              | \$71,466                                               | \$71,466                                                 | \$71,466                                                |
| <b>Total</b>                                                      | <b>\$71,466</b>                         | <b>\$71,466</b>                                       | <b>\$71,466</b>                                        | <b>\$71,466</b>                                          | <b>\$71,466</b>                                         |

### 2. Professional Services Fees:

Strata agrees to provide the professional services outlined in Exhibit A in exchange for the professional services fee outlined in this Order Form.



### **3. Grouper Terms and Conditions**

The grouper fees outlined in this Order Form are subject to change based on the following: (a) increases in fees from any third parties which Strata utilizes to provide the grouper; (b) annual increases pursuant to the Agreement and/or (c) increases in Customer's admissions and/or outpatient visits as reported by the American Hospital Association. The use of the groupers purchased under this Order Form is limited to only inside the Programs.

### **4. Additional Terms**

The following terms apply to this Order Form, all currently active Order Forms, and any future Order Forms, and shall take precedence over any conflicting terms in the Agreement or any prior or existing Order Form:

Subscriptions shall not automatically renew unless mutually agreed otherwise. Upon renewal, subscription fees will be mutually agreed upon in writing, irrespective of any earlier terms.

### **5. Definitions**

All Capitalized terms used but not defined in this Order Form are defined per the Agreement.



IN WITNESS WHEREOF, the parties have executed this Order Form. The undersigned each individually represents that he or she is duly authorized to execute this Order Form.

STRATA DECISION TECHNOLOGY, LLC

By: \_\_\_\_\_

*Authorized Signature*

Name: \_\_\_\_\_

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

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

CUSTOMER:

SALINAS VALLEY MEMORIAL HEALTHCARE SYSTEM

By: \_\_\_\_\_

*Authorized Signature*

Name: \_\_\_\_\_

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

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

## Exhibit A

### Statement of Work

*Monthly cost model configuration and accuracy validation based on Strata best practices and customer nuances.  
Annual comprehensive cost model and integrity assessment.*

#### Hospital Billing & Professional Billing

##### Cost Model Maintenance

###### Frequency: Monthly

- a. Cost Model Configuration – Configuration of new accounts, department, job codes, pay codes, and charge codes leveraging Strata best practices, the existing DS data model, and customer specific nuances outlined by your Accounting Subject Matter Expert.
- b. Cost Integrity Assessment – Identification of department level cost outliers based on cost to charge ratios and % of cost ratios. Strata will incorporate configuration changes each month based on customer feedback and current cost accounting methodologies.
- c. Cost Summary Report & Review - Delivery and review of monthly cost summary report outlining cost model changes, accuracy and cost outliers.
- d. Annual Cost Review – review of cost model configuration and cost accuracy reasonability, summarization and presentation of findings including recommendations for opportunity areas. Configuration review includes direct vs. Indirect expense assignments, variability analysis, cost component structure, best practices for overhead allocations/statistics, charge allocation configuration, and Activity Based Costing. Cost accuracy review includes both department and charge level analysis direct cost as a % of total cost, indirect cost as a percent of total cost, total cost to charge, and cost component as a percent of total cost.

**Ad-Hoc Reporting Support** - 1/2 day (4 hours) per quarter of ad-hoc reporting support to meet financial and operational reporting needs. Response and turnaround times for reporting support align the Strata support standards.

#### CUSTOMER PROJECT RESPONSIBILITIES

- 1. Costing** - Provide SME insights into unique financial system, accounting configuration, and EHR patient data to increase cost accuracy as well as reconciliation reports needed.
- 2. Analytics:** Provide source system reconciliation reports for expense and net revenue reconciliations.
- 3. General:** Consistent participation in summary meetings and follow-ups.

#### CUSTOMER RESPONSIBILITIES - SERVICES OUT OF SCOPE

- **Data Administration** - Data integration feed monitoring and resolution of upload failures. Monthly reconciliation of Decision Support data sets including GL, Payroll, Statistics, and Patient Data to source systems.

#### COST MODEL MAINTENANCE STANDARD PRACTICE:

A monthly calendar will be established at the beginning of the project to specify delivery dates for the standard deliverables. The General Ledger (GL) close and subsequent import of data will drive the calendar activities. Strata is committed to providing timely turnaround times in addition to quality deliverables. We are committed to providing an initial cost model within 5 business days of a defined GL close/import date. In lieu of a defined GL close/import date the initial cost model design will be provided within 5-7 business days. While these timelines are formal commitment, our team will provide expedited turnaround times whenever possible. Customer feedback/signoff timelines will be established as a part of the requirements gathering process. If customer feedback is not received in accordance with the timelines established Strata will configure based on best practice. Additional feedback will be incorporated into the next month unless critical. Our goal is to have trusted and reliable cost that can be used to drive financial performance.

Once a fiscal year has been costed and rolled over to the next year, our standard services include one iteration of re-costing the prior year. Additional iterations are subject to additional fees.

Due to the variability in accounting practices costing will be calculated quarterly in the first quarter of a new fiscal year. If desired the unit cost from the prior year can be applied to patient activity in the first 2 months of the new fiscal year until the newly calculated fiscal year cost becomes available.

#### ENHANCEMENT PROJECTS

Enhancement and/or expansion projects will be scoped separately from this engagement. Large scale projects may result in additional maintenance fees – additional maintenance fees needed for professional costing will be scoped alongside the professional billing implementation or separately post-implementation. We will partner with the client in good faith to scope both the implementation and any additional maintenance fees associated with these projects prior to the engagement understanding not all projects will result in increased maintenance fees.

#### TRAINING & TRANSITION

If the client would like to take ownership of the services outlined in this engagement as a part of the engagement scope, they must notify Strata within 120 days of the engagement end date. This 120-day period will be used to outline and execute a transition plan to set up the client for success in performing the administration and maintenance activities previously owned by Strata without jeopardizing the system stability and integrity. It is highly recommended that future client system administrator completes the relevant StrataJazz certification programs within 90 days of the engagement end which allows for a 3-month transition of responsibilities. A typical transition plan includes 1 month of system maintenance shadowing, 1 month of Strata Staff Augmentation elbow to elbow support, and 1 month of reactive support. Once complete the client will leverage support@stratadecision.com for future needs/support. Training & transition needs not communicated within the 120 days will be supported via a separate service engagement.

Agenda Item: **Consider Recommendation for Board Approval of the Primary Transformer Equipment Replacement Project Budget and the Purchase of the Primary Transformer from MGM Transformers**

Executive Sponsor: Clement Miller, COO  
Bradley McCoy, VP Facilities, Construction and Real Estate

Date: September 21, 2026

## Executive Summary

SVH Administration requests that the SVH Finance Committee recommend to the Board approval for the purchase and installation of a new primary electrical transformer. Salinas Valley Health Medical Center's primary electrical transformer is 33 years old, and equipment testing shows that it is due for replacement due to aging/degrading insulation. The cost of replacement is **\$789,000**. By owning the primary transformer, Salinas Valley Health receives reduced electricity rates which have saved over \$8M over the transformer's lifetime.

## Background/Situation/Rationale

The primary transformer is the main electrical feed to the entire medical center. It converts utility-grid high voltage (12,000v) to building-distribution level (480v). This equipment is located in the energy yard on south side of the medical center building. The existing primary transformer has achieved a successful useful lifespan at 33 years old, and has been attentively maintained with preventive maintenance every two years, cleanings, and enclosure repairs to prevent contamination. It is, however, showing its age. Recent preventive maintenance tests have demonstrated dropping insulation resistance measurements caused by degrading insulation. Replacement has been recommended because this is a signal for the end of a transformer's reliable life.



## Timeline

|               |                                                                                  |
|---------------|----------------------------------------------------------------------------------|
| October 2026  | Submit Purchase order to MGM Transformers, initiate design phase and HCAI permit |
| February 2027 | Recommendation to award construction bid                                         |
| April 2027    | Expected transformer delivery (24-week lead-time)                                |
| July 2027     | Expected project completion                                                      |

## Strategic Plan Alignment

The purpose of this purchase is to ensure continuing reliable electrical service to the SVH Medical Center building for the next 30 years.

## Pillar/Goal Alignment

☐ Service
 ☒ People
 ☒ Quality
 ☐ Finance
 ☐ Growth
 ☐ Community

## Financial Implications

Budget:

| Key Contract Terms             | Vendor: MGM Transformers                                                                                           |
|--------------------------------|--------------------------------------------------------------------------------------------------------------------|
| 1. Proposed effective date     | October 1, 2026                                                                                                    |
| 2. Term of agreement           | Warranty period: 12 months after energization                                                                      |
| 3. Renewal terms               | N/A one-time purchase agreement                                                                                    |
| 4. Termination provision(s)    | Seller may terminate for nonpayment<br>Buyer may cancel for convenience with refund dependent on production status |
| 5. Payment Terms               | Net 60 days                                                                                                        |
| 6. Annual cost                 | N/A one-time purchase agreement                                                                                    |
| 7. Cost over life of agreement | \$221,792.00                                                                                                       |
| 8. Budgeted (indicate y/n)     | Yes (2026-023)                                                                                                     |

## Recommendation

SVH Administration requests that the SVH Finance Committee recommend to the SVH Board of Directors to approve (i) the Primary Transformer Equipment Replacement project budget in the amount of \$789,000 and (ii) the capital equipment purchase from MGM Transformers for the 2500kVA Dry Substation in the amount of \$221,792.00.

## Attachments

Attachment 1: RFP Evaluation Scorecard for transformer equipment purchase  
 Attachment 2: Project Budget  
 Attachment 3: Equipment Quote

## ATTACHMENT 1

## Evaluation Scorecard

Primary Transformer Replacement Equipment  
(1- least; 3- best score)

| <b>Evaluation Criteria</b>                    | <b>MGM Transformers</b> | <b>OLSUN Electrics</b> |
|-----------------------------------------------|-------------------------|------------------------|
| Enclosure dimensions match existing equipment | 3                       | 1                      |
| Cost                                          | 2                       | 2                      |
| <b>Score Total (sum)</b>                      | <b>5</b>                | <b>3</b>               |

MGM Transformers meets key criteria better than OLSUN Electrics:

- MGM accommodates custom sizing request to match existing footprint
  - Same make & model as existing transformer
- Cost difference between MGM transformer and OLSUN Electrics transformer is negligible (2%)

## Project Budget

Client: Salinas Valley Health  
 Project Address: 450 E Romie, Salinas CA  
 Delivery Method: Multiple Prime Stipulated Sum  
 Date Issued 8/14/2026  
 Project Scope: Primary Transformer Equipment (2026-023)  
 Project Pricing Phase: Concept Phase  
 Projected Schedule: 12 Months

# PROJECTED

| Line | Description                                                                   | Quantity | UoM  | Unit Rate  | Total             |
|------|-------------------------------------------------------------------------------|----------|------|------------|-------------------|
| 1.   | <b>INDIRECT CONSTRUCTION COSTS &amp; RESERVES</b>                             |          |      |            |                   |
| 2.   | Consulting Engineers (Electrical Engineer + Structural Engineer)              | 1.0      | AL   | \$ 90,000  | \$ 90,000         |
| 3.   | Geotech + Coring for Verification of Existing Structure                       | 1.0      | AL   | \$ 15,000  | \$ 15,000         |
| 4.   | HCAI Fees                                                                     | 1.0      | AL   | \$ 50,000  | \$ 50,000         |
| 5.   | Special Inspection + IOR                                                      | 5.0      | Mons | \$ 5,000   | \$ 25,000         |
| 6.   | Program Management + Construction Supervision                                 | 12.0     | Mons | \$ 7,000   | \$ 84,000         |
| 7.   | Arc Flash Labeling (Exempt)                                                   | 0.0      | EX   | \$ -       | \$ -              |
| 8.   | Power System Testing (Breakers)                                               | 1.0      | EA   | \$ 15,000  | \$ 15,000         |
| 9.   | <b>SUBTOTAL FOR INDIRECT COSTS &amp; RESERVES</b>                             |          |      |            | <b>\$ 279,000</b> |
| 10.  |                                                                               |          |      |            |                   |
| 11.  | <b>DIRECT CONSTRUCTION COSTS</b>                                              |          |      |            |                   |
| 12.  | <b>Construction</b>                                                           |          |      |            |                   |
| 13.  | 2500 kVA Dry Substation                                                       | 1.0      | LS   | \$ 250,000 | \$ 250,000        |
| 14.  | Shipping + Taxes                                                              | 1.0      | AL   | \$ 8,000   | \$ 8,000          |
| 15.  | Crane Pick + JLB Offloading                                                   | 1.0      | LS   | \$ 15,000  | \$ 15,000         |
| 16.  | Fabrication of Sheetmetal Bus duct Encasement                                 | 1.0      | AL   | \$ 18,000  | \$ 18,000         |
| 17.  | Flex Connects + Terminations (All labor furnished by SVH Operating Engineers) | 1.0      | LS   | \$ 50,000  | \$ 50,000         |
| 18.  | Electrical Allowance                                                          | 1.0      | AL   | \$ 25,000  | \$ 25,000         |
| 19.  | Concrete Pad Enhancements                                                     | 1.0      | AL   | \$ 15,000  | \$ 15,000         |
| 20.  | Seismic Implementation                                                        | 1.0      | AL   | \$ 19,000  | \$ 19,000         |
| 21.  |                                                                               |          |      |            |                   |
| 22.  | <b>SUBTOTAL FOR DIRECT CONSTRUCTION COSTS</b>                                 |          |      |            | <b>\$ 400,000</b> |
| 23.  |                                                                               |          |      |            |                   |
| 24.  | <b>PROJECT CONTINGENCY</b>                                                    |          |      |            | <b>\$ 110,000</b> |
| 25.  |                                                                               |          |      |            |                   |
| 26.  | <b>ESTIMATE TOTAL</b>                                                         |          |      |            | <b>\$ 789,000</b> |

- 27.
28. Qualifications:
29. Monterey County Prevailing Wage Rates Apply pursuant to healthcare district requirements
30. Excludes hazardous material abatement
31. Excludes escalation, architectural Services
32. Excludes any fees or projected scope from PGE
33. Excludes upgrading mechanical or plumbing utility service connections from source
34. Excludes electrical upgrades to panel service; assumes circuit breakers and conductors are adequately sized for upgraded components
35. Excludes cost for temporary utilities, power, lighting, water or heat. Typically provided by Owner at no cost to Contractor.
36. Excludes ancillary renovations to bring existing facility into compliance with current Title 24 Requirements including
37. ADA barrier removal.
38. Excludes fire alarm and fire sprinkler alterations, design, permitting, and testing.
- 39.



**Prepared For:**  
Edges Electrical Group - Salinas, CA  
7 WORK CIRCLE  
SALINAS, California 93901 United States

**Attention:**  
Lawrence Hadley  
loh@hmattos.com

**Prepared By:**  
MGM Transformer Co.  
5701 Smithway Street  
City of Commerce, CA 90040 United States

**Contact Your Sales Rep:**  
Raymond Tarin  
[raymond.tarin@mgmtransformers.com](mailto:raymond.tarin@mgmtransformers.com)

| Products                                                                                                                                                                                                              | Lead Time   | Unit Price   | Quantity | Total Price   |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|--------------|----------|---------------|
| (A) 2500 kVA Dry Substation<br>Phase: 3<br>Frequency: 60<br>Conductor: Copper<br>C Rise: 80<br>High Voltage: 12000 D; 60kV BIL<br>Low Voltage: 480Y/277; 10kV BIL<br>Class: AA<br>K Factor: K-1<br>Enclosure: NEMA 3R | 24-26 weeks | \$221,792.00 | 1        | \$221,792.00  |
| Grand Total                                                                                                                                                                                                           |             |              | 1        | \$ 221,792.00 |

**(A) 2500 kVA Dry Substation**

| CATEGORY                      | FEATURES                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|-------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Product Specifications</b> | Phase: 3<br>Frequency: 60<br>Conductor: Copper<br>C Rise: 80<br>High Voltage: 12000 D; 60kV BIL<br>Low Voltage: 480Y/277; 10kV BIL<br>Class: AA<br>K Factor: K-1<br>Enclosure: NEMA 3R                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>High Voltage</b>           | <ul style="list-style-type: none"> <li>• High Voltage Taps - 2.5%, 2A2B</li> <li>• HV bus to end</li> <li>• 15" wide HV full height air terminal chamber for bottom cable entry</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Low Voltage</b>            | <ul style="list-style-type: none"> <li>• LV bus to end</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Core &amp; Coil</b>        | <ul style="list-style-type: none"> <li>• Standard Impedance per ANSI Recommendations</li> <li>• DOE 2016 Compliant</li> <li>• HV &amp; LV Bus details per customer provided drawings</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Physical Environment</b>   | <ul style="list-style-type: none"> <li>• ANSI IEEE Standard Sound Level</li> <li>• Standard elevation 3300ft.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Enclosure</b>              | <ul style="list-style-type: none"> <li>• Case US108 Dimensions: 110"H x 108"W x 66"D</li> <li>• Continuous ground bus - 600 Amp minimum</li> <li>• Special Dimensions: 108"H x 108"W (+ 15"ATC = 123" x 64"D base (+ 6" for N3R louvers = 70")</li> <li>• Transformer provided with an Outdoor NEMA 3R enclosure.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Testing</b>                | <ul style="list-style-type: none"> <li>• Routine tests per ANSI C57.12.01 are included.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Remarks</b>                | <ul style="list-style-type: none"> <li>• Standard Warranty per Seller's Terms &amp; Conditions</li> <li>• Freight: FOB Factory (Prepaid &amp; Allowed within the contiguous 48 states and Canada)</li> <li>• Transformer assembly is UL Listed.</li> <li>• Transformer has a 220°C Insulation System.</li> <li>• VPI (Vacuum-Pressure Impregnated) Polyester Resin Windings</li> <li>• Price is based strictly on providing ratings, features, options and construction as described on this quotation only.</li> <li>• Recommended clearances from walls or other obstructions required for access and ventilation: Front = 36", Top = 18", Rear = 12" (36" for maintenance purposes).</li> </ul> |

## Clarifications

**MGM Terms and Conditions**

|                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|--------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Lead Times</b>  | Lead times above commence after release of the order, based on current production levels. Actual lead times are dependent on available production space at time of order entry and/or release to manufacturing. Contact your salesperson at the time of order to verify lead times.                                                                                                                                                                                                                                                                                                                                                 |
| <b>Terms</b>       | NET 60 DAYS - Subject to Standard <a href="#">MGM-Terms-and-Conditions</a>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Prices Firm</b> | Prices quoted are valid for 30 days. Please validate prices for all orders received 30 days past quotation date. Any order not shipped within (9) nine months ARO is subject to price adjustment.                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Warranty</b>    | Unless otherwise specified, this quotation includes MGM Standard Conditions of Sale and Warranty.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Tariffs</b>     | In the event that, after the Effective Date, any tariffs or duties (collectively, "Tariffs") applicable to the Goods increase, the Seller may notify the Buyer of such change. The Seller must provide reasonable documentation demonstrating that the Tariffs increase affects the cost of the Goods. This notice and supporting documentation must be delivered within a reasonable period following the enactment, adoption, promulgation, issuance, modification, repeal, cancellation, or rescission of the applicable Tariff, even if the Tariff change becomes effective at a later date. Includes tariff impact as of 8/18. |

## Concluding Remarks

This Quotation is based on information supplied to our factory which may not be complete or correct, and therefore represents our best interpretation of this information. It is the customer's responsibility to review the quotation for compliance, exceptions / deviations and clarifications to the specifications as detailed in this quotation. Verbal specifications are subject to revision upon receipt of written specification. Any change in the requirements may result in voiding this quotation. All clerical errors are subject to correction.

The successful operation of any transformer depends on various factors such as installation, loading, service condition, and maintenance. Electrical systems in which transformers, along with vacuum or SF circuit breakers, are used are capable of high frequency over-voltages which will not be suppressed by lightning arresters. These medium voltage systems may require a detailed, high frequency overvoltage system analysis and/or the addition of high frequency overvoltage protection. The transformer should be installed in conditions as specified in ANSI/IEEE Section c57.12.01 Usual Service Conditions, unless the transformer is designed specifically for operation in conditions other than the usual service conditions.

## Revisions

Revision 5:  
Revision 4: Updated pricing for 00577-R2  
Revision 3: Adding Flex Braids for adder  
Revision 2: Update 4/27/2026  
Revision 1: Custom enclosure details

# Finance Committee Board Paper

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Agenda Item: **Consider Recommendation for Board Approval of Design Development and Equipment Procurement Budget, Equipment Purchase and a Service Maintenance Agreement for the 240 San Jose Mammography Equipment Replacement Project**

Executive Sponsors: Clement Miller, Chief Operating Officer  
John Kazel, Director of Imaging Services

Date: September 4, 2026

## Executive Summary

Salinas Valley Health is seeking approval to advance the design and procurement of new imaging equipment for the Nancy Ausonio Mammography Center. This phased project modernizes critical infrastructure by replacing four existing imaging platforms, converting an office into a fifth licensed exam room, and expanding the Tech Work Area. The initial funding request of \$2,960,000 secures the new imaging equipment and enables the design team to prepare the project for contractor bidding. This authorization includes equipment procurement, architectural and engineering design services, and necessary permitting and consulting fees. Following the bid process, a subsequent request will be brought to the Board to fund the construction phase and to authorize the award of construction services contract.

## Background

Salinas Valley Health purchased the current Hologic mammography equipment in 2018. At that time the organization brought in the most up to date equipment available to support mammography screening that Hologic had to offer. We are now seeking to upgrade the imaging technology to Hologic's Envision ENV-SYS-STD. Prior to this request the team looked at mammography equipment from GE and Hologic and the decision was made to stick with the equipment vendor that the staff and physicians have been accustomed to utilizing. In addition to updating the equipment, it's been determined that the service line has grown leading the organization to repurpose a current office into a new exam room, increasing available mammography suites from four to five, further expanding our ability to service the community needs.

## Timeline

|               |                                                                         |
|---------------|-------------------------------------------------------------------------|
| November 2026 | Schematic Design                                                        |
| January 2027  | Construction Documents finalized for Permitting                         |
| March 2027    | Design and Agency Permitting                                            |
| May 2027      | Solicitation for Construction Bids                                      |
| July 2027     | Board Approval of Total Project Cost and Award of Construction Contract |
| August 2027   | Construction Notice to Proceed                                          |

## Meeting our Mission, Vision, Goals—Strategic Plan Alignment

This investment directly advances Salinas Valley Health's mission and strategic priorities by strengthening access, quality, innovation, and the long-term sustainability of breast health services for our community. Replacing four mammography systems approaching end of life in 2028, while adding a fifth system, proactively modernizes critical infrastructure and expands capacity to meet growing demand.

The investment builds upon our recent expansion of Mammography Center operating hours and introduces state-of-the-art imaging and AI-enabled technology to further enhance clinical quality, efficiency, diagnostic capabilities, and the patient experience. Together, these investments position Salinas Valley Health to meet the high-quality breast health care needs of our community while ensuring timely access to advanced, high-quality care close to home.

Pillar/Goal Alignment: ☒ Service ☐ People ☒ Quality ☐ Finance ☒ Growth ☐ Community

#### Financial/Quality/Safety/Regulatory Implications

|                      | Hologic 3Dimensions & Envision Platforms                                                                                                                              |
|----------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. One Time Cost     | Total equipment quote is \$2,569,121.44.                                                                                                                              |
| 2. Payment Terms     | Net 45 Days, Vizient GPO Contract and Hologic Standard Terms & Conditions.                                                                                            |
| 3. Warranty Terms    | Standard one (1) year parts and labor warranty for Hologic; separate one (1) year product warranty for the Bayer MEDRAD systems.                                      |
| 4. Renewable Terms   | Genius AI Detection Pro License is active for 36 months post-installation (non-refundable upfront fee); general Hologic subscriptions carry an initial 12-month term. |
| 5. Service Agreement | Preferred Advantage Plan quote is \$1,234,500. Total 4-year term initiating automatically upon Year 1 warranty expiration.                                            |

#### Recommendation

SVH Administration requests the Finance Committee recommend to the SVH Board of Directors (i) to approve the initial design development, permitting and equipment procurement budget of \$2,960,000 for the 240 San Jose Mammography Equipment Replacement project, (ii) authorize equipment purchase for the Hologic 3Dimensions & Envision Platforms package in the amount of \$2,569,121.44, and (iii) enter into a 4-year Hologic Preferred Advantage service agreement totaling \$1,234,500 commencing after the equipment's one-year warranty period.

#### Attachments

|              |                                    |
|--------------|------------------------------------|
| Attachment 1 | Q-453401 Hologic Equipment Quote   |
| Attachment 2 | Q-495288 Service Agreement Quote   |
| Attachment 3 | Budget Estimate through Permitting |



## Purchase Quotation

PLEASE REFER TO THIS NUMBER ON  
ALL CORRESPONDENCES AND ORDERS

Quote #: Q-453401

Status: Approved

Quote Expiration Date: 9/25/2026

## TO:

| CUSTOMER NAME                          | CUSTOMER NUMBER                                   |
|----------------------------------------|---------------------------------------------------|
| NANCY AUSONIO<br>MAMMOGRAPHY<br>CENTER | 134986                                            |
| BILL TO ADDRESS                        | SHIP TO ADDRESS                                   |
| PO BOX 3827<br>SALINAS CA US 93912     | 240 SAN JOSE ST<br>SALINAS California<br>US 93901 |

## TAX INFO:

Hologic is required by law to collect all state and local taxes on all sales. If an exemption certificate is not provided by customer at time of order, final invoices will include these amounts. Many states require both specific operator qualifications and/or licensing and registration of x-ray devices. Hologic is not responsible for fulfilling customer's regulatory obligations.

This Quotation is based on the information known by Hologic regarding your needs and is subject to change or withdrawal by Hologic prior to acceptance. Notwithstanding the foregoing, Hologic may cancel any signed Quotation and/or Customer submitted purchase order if Customer does not take delivery of the Products quoted within one (1) year of execution. This Quotation and the governing terms as noted herein shall supersede all other quotations, agreements, understandings, warranties and representations, whether written or oral, between us, and may be accepted only in accord with their terms. In the event of a conflict between this Quotation and the governing terms, this Quotation shall prevail. To accept, please have an authorized representative sign this Quotation and/or submit a purchase order to your Hologic Representative or to BSH Sales Support as listed below:

BSH Sales Support:

HOLOGIC SALES AND SERVICE, LLC

250 Campus Drive

Marlborough, MA 01752

Fax: (203) 731-8463

BSHSalesSupportUS@hologic.com

ATTN: John Kazel

Phone: 8317593092

Fax:

Email:

jkazel@salinasvalleyhealth.com

| Quote Date | Requested Date | Hologic Representative                                          | Quote Currency |
|------------|----------------|-----------------------------------------------------------------|----------------|
| 10/28/2025 | 9/19/2025      | Jacob Anderson<br>jacob.anderson@hologic.com<br>+1-530-601-7443 | U.S. Dollar    |

| Summary of Governing Terms/Contracts | Contract Number | FOB    | Payment Terms | Freight Terms |
|--------------------------------------|-----------------|--------|---------------|---------------|
| Hologic Std T&C*                     |                 | ORIGIN | 45 NET        | NO CHARGE     |
| VIZIENT (XR0653) - MAMMO             | XR0653          | ORIGIN | 45 NET        | NO CHARGE     |

3 Dimensions Mammography Platform  
Needle Loc Biopsy and CEM

| Qty | Product Name      | Description                                                                         | List Price   | Unit Price   | Extended Price |
|-----|-------------------|-------------------------------------------------------------------------------------|--------------|--------------|----------------|
| 1   | 3DM-SYS-STD       | 3DIMENSIONS MAMMOGRAPHY SYSTEM 3D US                                                | \$850,000.00 | \$416,120.00 | \$416,120.00   |
| 1   | PRD-04420         | HIGH RESOLUTION READY DETECTOR                                                      | Included     | Included     | Included       |
| 1   | 3DM-KIT-ERGO-XRAY | 3DM UAWS ERGONOMIC UPGRADE                                                          | \$11,900.00  | \$5,511.00   | \$5,511.00     |
| 1   | DIM-LIC-I2D3DQ    | INTELLIGENT 2D AND 3DQUORUM LICENSES FOR NEW 3DIMENSIONS SYSTEM                     | \$93,600.00  | \$54,000.00  | \$54,000.00    |
| 1   | 3DQ-TRAIN-INIT-01 | 3DQUORUM, INITIAL TRAINING, VIDEO-ON-DEMAND, UNLIMITED TECHNOLOGISTS AND PHYSICIANS | Included     | Included     | Included       |

Quote #: Q-453401-1

| Qty                                                                       | Product Name          | Description                                                                                                           | List Price   | Unit Price   | Extended Price      |
|---------------------------------------------------------------------------|-----------------------|-----------------------------------------------------------------------------------------------------------------------|--------------|--------------|---------------------|
| 1                                                                         | DIM-LIC-GAIDPRO-CLD   | GENIUS AI® DETECTION PRO LICENSE WITH CLOUD (FOR ONE NEW DIMENSIONS SYSTEM)                                           | \$77,900.00  | \$48,384.00  | \$48,384.00         |
| 1                                                                         | GAIDPRO-TRAIN-INIT-01 | GENIUS AI® DETECTION PRO, INITIAL TRAINING, ON-DEMAND, UNLIMITED TECHNOLOGISTS AND PHYSICIANS                         | Included     | \$0.00       | Included            |
| 1                                                                         | DIM-LIC-IVIEW-ACB     | I-VIEW 2.0 AND AFFIRM CONTRAST BIOPSY LICENSES                                                                        | \$144,000.00 | \$94,500.00  | \$94,500.00         |
| 1                                                                         | SDM-TRAIN-INIT-06     | TECHNOLOGIST, CONTRAST-ENHANCED MAMMOGRAPHY, INITIAL TRAINING, 1 DAY, 1 SITE, MAX 5 TECHNOLOGISTS                     | Included     | Included     | Included            |
| 1                                                                         | ACB-TRAIN-INIT-01     | AFFIRM CONTRAST BIOPSY TRAINING, INITIAL, 1 DAY, 1 SITE, MAX 3 TECHNOLOGISTS & 3 PHYSICIANS                           | Included     | Included     | Included            |
| 1                                                                         | BYR-STELLANT          | MEDRAD® Stellant FLEX CT Injection System for Mammography                                                             | \$52,570.00  | \$36,000.00  | \$36,000.00         |
| 1                                                                         | BYR-STELLANT-SYR-LG   | Box of 20 150mL Stellant FLEX dual syringe kits large spike                                                           | \$484.00     | \$426.44     | \$426.44            |
| 1                                                                         | DIM-KIT-NLOC          | DIMENSIONS NEEDLE LOCALIZATION KIT                                                                                    | \$11,900.00  | \$6,117.00   | \$6,117.00          |
| 3                                                                         | ASY-04662             | RACK, PADDLE STORAGE                                                                                                  | \$475.00     | \$356.00     | \$1,068.00          |
| 1                                                                         | PHANTOM-ACR-156       | ACR 156 PHANTOM                                                                                                       | \$1,230.00   | \$923.00     | \$923.00            |
| 1                                                                         | PHANTOMCASE-ACR-156   | ACR 156 PHANTOM CASE                                                                                                  | \$357.00     | \$300.00     | \$300.00            |
| 1                                                                         | SVC-SDM-OPT-BTO       | CONFIGURE SYSTEM OUTPUT TO BTO FORMAT                                                                                 | Included     | Included     | Included            |
| 1                                                                         | DIM-TRAIN-APPS-INIT   | TECHNOLOGISTS, DIMENSIONS, INITIAL TRAINING, 2 DAYS, 1 SITE, MAX 5 TECHNOLOGISTS                                      | Included     | Included     | Included            |
| 1                                                                         | DIM-TRAIN-PHY-INIT    | MEDICAL PHYSICIST, DIMENSIONS, INITIAL TRAINING, 8 HRS (5 HRS LIVE - 3 HRS ONLINE TRAINING), 1 SITE, MAX 2 PHYSICISTS | Included     | Included     | Included            |
| 1                                                                         | DIM-TRAIN-RAD-INIT    | RADIOLOGISTS, TOMOSYNTHESIS, INITIAL TRAINING, 8 HOURS VIRTUAL TRAINING, 14 RADIOLOGISTS                              | Included     | Included     | Included            |
| 1                                                                         | TRADE-HOLX_SDM3D      | TRADE-IN OF HOLOGIC SELENIA DIMENSIONS 3D SYSTEM (INSTALLED AND FUNCTIONING)                                          | Included     | \$-55,000.00 | -\$55,000.00        |
| 1                                                                         | SCRAP-TIER1-FEE-BSH   | SCRAPPING FEE IS APPLICABLE TO TIER1 BSH CAPITAL ITEMS                                                                | \$2,500.00   | \$2,500.00   | \$2,500.00          |
| 1                                                                         | MOVE-PERIPH-02        | PERIPHERALS /OTHER (PER ITEM) - MOVE WITHOUT GANTRY (SV, AWM,AFFRIM UPRIGHT, CAD, DIGITIZER ETC..)                    | \$2,240.00   | \$2,240.00   | \$2,240.00          |
| <b>3 Dimensions Mammography Platform Needle Loc Biopsy and CEM TOTAL:</b> |                       |                                                                                                                       |              |              | <b>\$613,089.44</b> |

#### Envision 1

| Qty | Product Name          | Description                                                                                                         | List Price     | Unit Price   | Extended Price |
|-----|-----------------------|---------------------------------------------------------------------------------------------------------------------|----------------|--------------|----------------|
| 1   | ENV-SYS-STD           | ENVISION MAMMOGRAPHY PLATFORM                                                                                       | \$1,160,000.00 | \$563,000.00 | \$563,000.00   |
| 1   | ASY-12149             | ASSY, DETECTOR/GRID, ORYX                                                                                           | Included       | Included     | Included       |
| 1   | ENV-LIC-GAIDPRO-CLD   | GENIUS AI® DETECTION PRO LICENSE WITH CLOUD (FOR ONE NEW ENVISION PLATFORM)                                         | Included       | \$0.00       | Included       |
| 1   | GAIDPRO-TRAIN-INIT-01 | GENIUS AI® DETECTION PRO, INITIAL TRAINING, ON-DEMAND, UNLIMITED TECHNOLOGISTS AND PHYSICIANS                       | Included       | \$0.00       | Included       |
| 3   | ASY-04662             | RACK, PADDLE STORAGE                                                                                                | \$475.00       | \$356.00     | \$1,068.00     |
| 1   | ENV-TRAIN-APPS-INIT   | TECHNOLOGISTS, ENVISION, INITIAL TRAINING, 2 DAYS, 1 SITE, MAX 5 TECHNOLOGISTS                                      | Included       | \$0.00       | Included       |
| 1   | ENV-TRAIN-PHY-INIT    | MEDICAL PHYSICIST, ENVISION, INITIAL TRAINING, 8 HRS (5 HRS LIVE - 3 HRS ONLINE TRAINING), 1 SITE, MAX 2 PHYSICISTS | Included       | \$0.00       | Included       |
| 1   | DIM-TRAIN-RAD-INIT    | RADIOLOGISTS, TOMOSYNTHESIS, INITIAL TRAINING, 8 HOURS VIRTUAL TRAINING, 14 RADIOLOGISTS                            | Included       | \$0.00       | Included       |

| Qty                      | Product Name        | Description                                                                  | List Price | Unit Price   | Extended Price      |
|--------------------------|---------------------|------------------------------------------------------------------------------|------------|--------------|---------------------|
| 1                        | TRADE-HOLX_SDM3D-02 | TRADE-IN OF HOLOGIC SELENIA DIMENSIONS 3D SYSTEM (INSTALLED AND FUNCTIONING) | Included   | \$-55,000.00 | -\$55,000.00        |
| 1                        | SCRAP-TIER1-FEE-BSH | SCRAPPING FEE IS APPLICABLE TO TIER1 BSH CAPITAL ITEMS                       | \$2,500.00 | \$2,500.00   | \$2,500.00          |
| <b>Envision 1 TOTAL:</b> |                     |                                                                              |            |              | <b>\$511,568.00</b> |

#### Envision 2

| Qty                      | Product Name          | Description                                                                                                         | List Price     | Unit Price   | Extended Price      |
|--------------------------|-----------------------|---------------------------------------------------------------------------------------------------------------------|----------------|--------------|---------------------|
| 1                        | ENV-SYS-STD           | ENVISION MAMMOGRAPHY PLATFORM                                                                                       | \$1,160,000.00 | \$563,000.00 | \$563,000.00        |
| 1                        | ASY-12149             | ASSY, DETECTOR/GRID, ORYX                                                                                           | Included       | Included     | Included            |
| 1                        | ENV-LIC-GAIDPRO-CLD   | GENIUS AI® DETECTION PRO LICENSE WITH CLOUD (FOR ONE NEW ENVISION PLATFORM)                                         | Included       | \$0.00       | Included            |
| 1                        | GAIDPRO-TRAIN-INIT-01 | GENIUS AI® DETECTION PRO, INITIAL TRAINING, ON-DEMAND, UNLIMITED TECHNOLOGISTS AND PHYSICIANS                       | Included       | \$0.00       | Included            |
| 3                        | ASY-04662             | RACK, PADDLE STORAGE                                                                                                | \$475.00       | \$356.00     | \$1,068.00          |
| 1                        | ENV-TRAIN-APPS-INIT   | TECHNOLOGISTS, ENVISION, INITIAL TRAINING, 2 DAYS, 1 SITE, MAX 5 TECHNOLOGISTS                                      | Included       | \$0.00       | Included            |
| 1                        | ENV-TRAIN-PHY-INIT    | MEDICAL PHYSICIST, ENVISION, INITIAL TRAINING, 8 HRS (5 HRS LIVE - 3 HRS ONLINE TRAINING), 1 SITE, MAX 2 PHYSICISTS | Included       | \$0.00       | Included            |
| 1                        | DIM-TRAIN-RAD-INIT    | RADIOLOGISTS, TOMOSYNTHESIS, INITIAL TRAINING, 8 HOURS VIRTUAL TRAINING, 14 RADIOLOGISTS                            | Included       | \$0.00       | Included            |
| 1                        | TRADE-HOLX_SDM3D-02   | TRADE-IN OF HOLOGIC SELENIA DIMENSIONS 3D SYSTEM (INSTALLED AND FUNCTIONING)                                        | Included       | \$-55,000.00 | -\$55,000.00        |
| 1                        | SCRAP-TIER1-FEE-BSH   | SCRAPPING FEE IS APPLICABLE TO TIER1 BSH CAPITAL ITEMS                                                              | \$2,500.00     | \$2,500.00   | \$2,500.00          |
| <b>Envision 2 TOTAL:</b> |                       |                                                                                                                     |                |              | <b>\$511,568.00</b> |

#### Envision 3

| Qty | Product Name          | Description                                                                                                         | List Price     | Unit Price   | Extended Price |
|-----|-----------------------|---------------------------------------------------------------------------------------------------------------------|----------------|--------------|----------------|
| 1   | ENV-SYS-STD           | ENVISION MAMMOGRAPHY PLATFORM                                                                                       | \$1,160,000.00 | \$563,000.00 | \$563,000.00   |
| 1   | ASY-12149             | ASSY, DETECTOR/GRID, ORYX                                                                                           | Included       | Included     | Included       |
| 1   | ENV-LIC-GAIDPRO-CLD   | GENIUS AI® DETECTION PRO LICENSE WITH CLOUD (FOR ONE NEW ENVISION PLATFORM)                                         | Included       | \$0.00       | Included       |
| 1   | GAIDPRO-TRAIN-INIT-01 | GENIUS AI® DETECTION PRO, INITIAL TRAINING, ON-DEMAND, UNLIMITED TECHNOLOGISTS AND PHYSICIANS                       | Included       | \$0.00       | Included       |
| 3   | ASY-04662             | RACK, PADDLE STORAGE                                                                                                | \$475.00       | \$356.00     | \$1,068.00     |
| 1   | ENV-TRAIN-APPS-INIT   | TECHNOLOGISTS, ENVISION, INITIAL TRAINING, 2 DAYS, 1 SITE, MAX 5 TECHNOLOGISTS                                      | Included       | \$0.00       | Included       |
| 1   | ENV-TRAIN-PHY-INIT    | MEDICAL PHYSICIST, ENVISION, INITIAL TRAINING, 8 HRS (5 HRS LIVE - 3 HRS ONLINE TRAINING), 1 SITE, MAX 2 PHYSICISTS | Included       | \$0.00       | Included       |
| 1   | DIM-TRAIN-RAD-INIT    | RADIOLOGISTS, TOMOSYNTHESIS, INITIAL TRAINING, 8 HOURS VIRTUAL TRAINING, 14 RADIOLOGISTS                            | Included       | \$0.00       | Included       |
| 1   | TRADE-HOLX_SDM3D-02   | TRADE-IN OF HOLOGIC SELENIA DIMENSIONS 3D SYSTEM (INSTALLED AND FUNCTIONING)                                        | Included       | \$-55,000.00 | -\$55,000.00   |

| Qty                      | Product Name        | Description                                            | List Price | Unit Price | Extended Price      |
|--------------------------|---------------------|--------------------------------------------------------|------------|------------|---------------------|
| 1                        | SCRAP-TIER1-FEE-BSH | SCRAPPING FEE IS APPLICABLE TO TIER1 BSH CAPITAL ITEMS | \$2,500.00 | \$2,500.00 | \$2,500.00          |
| <b>Envision 3 TOTAL:</b> |                     |                                                        |            |            | <b>\$511,568.00</b> |

#### GAID PRO Connectivity

| Qty                                 | Product Name           | Description                                                                         | List Price | Unit Price | Extended Price |
|-------------------------------------|------------------------|-------------------------------------------------------------------------------------|------------|------------|----------------|
| 1                                   | GAIDPRO-CLD            | GENIUS AI® DETECTION PRO CLOUD DEPLOYMENT                                           | Included   | Included   | Included       |
| 1                                   | PACSW-S-APP-GAIDPRO-UP | GENIUS AI® DETECTION PRO USER INTERFACE INSTALL ON ONE THIRD-PARTY PACS WORKSTATION | Included   | \$0.00     | Included       |
| <b>GAID PRO Connectivity TOTAL:</b> |                        |                                                                                     |            |            | <b>\$0.00</b>  |

#### Envision 4 (Net New Room)

| Qty                                     | Product Name          | Description                                                                                                         | List Price     | Unit Price   | Extended Price      |
|-----------------------------------------|-----------------------|---------------------------------------------------------------------------------------------------------------------|----------------|--------------|---------------------|
| 1                                       | ENV-SYS-STD           | ENVISION MAMMOGRAPHY PLATFORM                                                                                       | \$1,160,000.00 | \$563,000.00 | \$563,000.00        |
| 1                                       | ASY-12149             | ASSY, DETECTOR/GRID, ORYX                                                                                           | Included       | Included     | Included            |
| 1                                       | ENV-LIC-GAIDPRO-CLD   | GENIUS AI® DETECTION PRO LICENSE WITH CLOUD (FOR ONE NEW ENVISION PLATFORM)                                         | Included       | \$0.00       | Included            |
| 1                                       | GAIDPRO-TRAIN-INIT-01 | GENIUS AI® DETECTION PRO, INITIAL TRAINING, ON-DEMAND, UNLIMITED TECHNOLOGISTS AND PHYSICIANS                       | Included       | \$0.00       | Included            |
| 3                                       | ASY-04662             | RACK, PADDLE STORAGE                                                                                                | \$475.00       | \$356.00     | \$1,068.00          |
| 1                                       | ENV-TRAIN-APPS-INIT   | TECHNOLOGISTS, ENVISION, INITIAL TRAINING, 2 DAYS, 1 SITE, MAX 5 TECHNOLOGISTS                                      | Included       | \$0.00       | Included            |
| 1                                       | ENV-TRAIN-PHY-INIT    | MEDICAL PHYSICIST, ENVISION, INITIAL TRAINING, 8 HRS (5 HRS LIVE - 3 HRS ONLINE TRAINING), 1 SITE, MAX 2 PHYSICISTS | Included       | \$0.00       | Included            |
| 1                                       | DIM-TRAIN-RAD-INIT    | RADIOLOGISTS, TOMOSYNTHESIS, INITIAL TRAINING, 8 HOURS VIRTUAL TRAINING, 14 RADIOLOGISTS                            | Included       | \$0.00       | Included            |
| <b>Envision 4 (Net New Room) TOTAL:</b> |                       |                                                                                                                     |                |              | <b>\$564,068.00</b> |

#### Hologic Loyalty and Volume Discount

| Qty                                               | Product Name            | Description                                                                                    | List Price | Unit Price   | Extended Price       |
|---------------------------------------------------|-------------------------|------------------------------------------------------------------------------------------------|------------|--------------|----------------------|
| 1                                                 | BSH-VOLUME-DISCOUNT     | BSH PORTFOLIO VOLUME DISCOUNT                                                                  | Included   | -\$74,240.00 | -\$74,240.00         |
| 1                                                 | HLX-AI-LOYALTY-DISCOUNT | Hologic AI LOYALTY DISCOUNT. Please see the Product Long Description for terms and conditions. | Included   | -\$68,500.00 | -\$68,500.00         |
| <b>Hologic Loyalty and Volume Discount TOTAL:</b> |                         |                                                                                                |            |              | <b>-\$142,740.00</b> |

\*To the extent this Quotation contains any Professional Services for Equipment relocation or clinical training, such Professional Services shall be governed by the Hologic Professional Services Terms and Conditions (US Customers), available at <https://www.hologic.com/hologic-master-sales-terms-conditions>. To the extent this Quotation contains any Products with Product Name UA-SUB-SW-0001, UA-SW-002, UEQ-SUB, DIM-LIC-QT-SUB (collectively "Subscription Products"), such Subscription Products shall be governed by the Hologic Subscription Terms and Conditions US, available at <https://www.hologic.com/hologic-master-sales-terms-conditions>, and the Effective Term for said Subscription Products shall be a twelve (12) month period beginning on the date of designated Equipment for such Subscription

Software. Otherwise, any Products with Governing Terms listed as "Hologic Std T&C" shall be governed by the Hologic Sales Terms and Conditions US, available at <https://www.hologic.com/hologic-master-sales-terms-conditions>.

|                           |                  |
|---------------------------|------------------|
| <b>List Price Total:</b>  | USD 5,903,306.00 |
| <b>Discount:</b>          | USD 3,334,184.56 |
| <b>Total Quote Price:</b> | USD 2,569,121.44 |
| <b>Final Quote Price:</b> | USD 2,569,121.44 |

Customer agrees to keep the discount price provided to them in this Quotation or agreement confidential and not disclose it to anyone other than as required by law or court order.

Included in the purchase of the Envision system quoted herein, Customer will receive all FDA-approved and commercially released Upgrades (as defined in Hologic's Sales Terms and Conditions, available at <https://www.hologic.com/hologic-sales-terms-conditions>) at no additional charge if such Upgrade is available prior to December 31, 2025. The provision and installation of any Upgrades is contingent upon whether such Upgrade receives FDA approval and is subsequently commercially released. There are no guarantees that such Upgrade will be approved and released within the time period referenced herein, and Hologic makes no commitment and assumes no obligation to the contrary.

The following additional terms and conditions apply to the purchase of a Genius AI Detection PRO license:

- 1. License Term.**  
Genius AI Detection PRO is sold as a temporary software license valid for use only on the Equipment upon which it is originally installed. The term of the license will begin upon installation of the Genius AI Detection PRO software and will terminate thirty-six (36) months thereafter (the "License Term"). The License Term will not automatically renew. Following expiration of the License Term, and upon reasonable notice, Customer will allow Hologic access to the Equipment to de-install the license.
- 2. License Term Fee.**  
Customer will pay an up-front, non-refundable fee for use of the Genius AI Detection PRO license for each License Term in accordance with the pricing and payment terms provided on the Quotation.
- 3. Installation.**  
Installation of the Genius AI Detection PRO license will be performed remotely. Subject to availability, Hologic may provide in-person installation for a separate professional services fee. Genius AI Detection PRO may not be compatible with other AI, CAD, or breast density solutions, including prior versions of Genius AI Detection, Quantra, and ImageChecker. In order to operate to specifications, it may be necessary to de-install such software upon installation of Genius AI Detection PRO. Please consult your Hologic representative for more information.
- 4. License Transfers.**  
Customer may transfer the Genius AI Detection PRO license to a different system upon payment of a one-time license transfer fee. License transfers will not extend the original License Term, unless otherwise noted on the applicable quotation. If Customer trades-in to Hologic any system containing an active Genius AI Detection PRO license and purchases a new mammography system which also includes a new Genius AI Detection PRO license, then the remainder of the License Term for Customer's original Genius AI Detection PRO license will be added to the Genius AI Detection PRO License Term included with Customer's new purchase.
- 5. Updates.**  
Hologic will make available maintenance and support updates ("Updates") which revise or correct errors or safety issues at no charge during the License Term. Updates may be deployed remotely and automatically at a frequency determined by Hologic. Customer's use of Genius AI Detection PRO constitutes consent to Hologic deploying the Updates without additional Customer approval prior to implementation. Customer may opt-out of such automatic Updates by providing Hologic with advanced written notice. Hologic will provide reasonable notice prior to implementing any Updates.
- 6. Warranty.**  
Hologic warrants Genius AI Detection PRO will perform substantially in accordance with published specifications during the License Term. The limited warranty provided in this section will not apply if Genius AI Detection PRO (a) is not used in accordance with published specifications, (b) is modified by anyone other than Hologic or its agents and representatives, (c) is operated with any third-party products not authorized or validated by Hologic, or (d) is not running the latest Updates made available by Hologic or its agents and representatives.
- 7. Internet Connection.**  
The Genius AI Detection PRO license requires an active internet connection and Unifi Connect to function properly. Hologic will not be responsible for Customer's inability to access or use the Genius AI Detection PRO license if such inability was caused by a disruption in internet connection.

The BSH Portfolio Volume Discount for multi-product purchases is offered to Customer for purchase of the Products herein. Customer is prohibited from returning any Portfolio Volume Discount products purchased hereunder except as outlined in the applicable terms and conditions.

### Title Transfer

The undersigned NANCY AUSONIO MAMMOGRAPHY CENTER ("Transferor"), for valuable consideration hereby transfer title for property defined as:

3 Dimensions Mammography Platform  
Needle Loc Biopsy and CEM

| Product Name     | Trade-In Manufacturer | Trade-In Serial # |
|------------------|-----------------------|-------------------|
| TRADE-HOLX_SDM3D | Hologic               | SDM131700367      |

Envision 1

| Product Name        | Trade-In Manufacturer | Trade-In Serial # |
|---------------------|-----------------------|-------------------|
| TRADE-HOLX_SDM3D-02 | Hologic               | SDM131700349      |

Envision 2

| Product Name        | Trade-In Manufacturer | Trade-In Serial # |
|---------------------|-----------------------|-------------------|
| TRADE-HOLX_SDM3D-02 | Hologic               | SDM131700380      |

Envision 3

| Product Name        | Trade-In Manufacturer | Trade-In Serial # |
|---------------------|-----------------------|-------------------|
| TRADE-HOLX_SDM3D-02 | Hologic               | SDM131700412      |

to Hologic Sales and Service, LLC of 250 Campus Drive, Marlborough, MA 01752, effective as of date of the actual pick-up of the property by Hologic Sales and Service, LLC.

If applicable, Transferor acknowledges as such consideration a trade-in credit value of

US \$ \_\_\_\_\_ (if known) toward purchase of a Hologic Model \_\_\_\_\_

Transferor warrants in regard to the property being transferred that:

1. Transferor is the legal owner,
2. Transferor will defend the title against any and all claims and demands of all persons,
3. Transferor will take all further steps necessary to effectively transfer ownership to Hologic Sales and Service, LLC, at no cost or expense to Hologic Sales and Service, LLC, and
4. It is free from all liens and encumbrances
5. All patient data stored within the hard drive(s) of transferred property has been removed from all data storage devices in accordance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Health Information Technology for Economic and Clinical Health of 2009 ("HITECH") regulations implemented by the U.S Dept. of Health and Human Services.
6. The transferred property has been thoroughly cleaned and, if property has been in contact with potentially infectious materials (blood, blood products or other potentially infectious materials), it must be decontaminated in accordance with OSHA 29 CFR 1910.1030 "Bloodborne Pathogens." If it is not feasible to fully decontaminate the equipment, the equipment must be clearly labeled with a warning sign that indicates the possible presence of blood/body fluids. Decontamination must be done with an appropriate EPA approved disinfectant - <https://www.epa.gov/pesticide-registration/selected-epa-registered-disinfectants>).

If Transferor and Hologic are parties to a Service Agreement providing maintenance and repair services for the property being transferred herein, then this Title Transfer shall serve as an amendment to said Service Agreement terminating coverage with respect

Quote #: Q-453401-1

to the transferred property. The termination of coverage shall be effective as of the date of the actual pick-up of the property by Hologic Sales and Service, LLC.

To HAVE AND TO HOLD the same, with the rights, privileges, and appurtenances thereof, unto Hologic Sales and Service, LLC, its successors and assigns, forever, to its own use and behalf.

***Upon receipt of a purchase order and/or signed Quote, your Hologic team will work collaboratively on an installation timeline.***

***Sales Orders that are requested to be cancelled within forty-five (45) days of the confirmed installation date must be approved by Hologic and may be subject to a cancellation fee of ten percent (10%) of the total Quote price for the items contained herein.***

***Once the installation confirmation is provided by Hologic, all requests to reschedule an installation within seven (7) business days of the confirmed installation date may be subject to a rescheduling fee of \$2,500.00 USD.***

Please provide the Shipping and Billing address here if different from the quote address above  
(If this section is left blank, the product will ship and bill to the addresses printed at the top)

Shipping Address

Billing Address:

|       |       |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

\_\_\_\_\_ I will issue a PO for this purchase. Please do not ship the Products until a PO is issued.

\_\_\_\_\_ I will not issue a PO for this purchase. A PO is not required for shipment and invoicing. Please ship the Products based on this signed Quotation.

Accepted and agreed to:

| Customer<br>(by its authorized representative) |       |
|------------------------------------------------|-------|
|                                                |       |
| Name                                           | Title |
|                                                |       |
| Signature                                      | Date  |



| Product Name | Long Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|--------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 3DM-SYS-STD  | <p>3Dimensions™ mammography system for Genius®3D Mammography screening and diagnostic mammography with 2D capabilities. Includes Hologic Clarity HD™ technology and SmartCurve™ breast stabilization system. Upgradeable to interventional imaging.</p> <p>INCLUDES:</p> <p>X-ray Gantry:</p> <ul style="list-style-type: none"> <li>• Generator: Fully integrated constant potential, high frequency, inverter type.</li> <li>• Detector: Hologic Clarity HD High-resolution enabled detector.</li> <li>• X-ray Tube: Tungsten, bi-angular, high speed, high heat capacity.</li> <li>• X-ray Filters: Rhodium, silver, aluminum.</li> <li>• Anti-scatter Grid: Auto-retracting linear grid.</li> <li>• Dual-function gantry footswitches (2)..</li> </ul> <p>Adjustable-height Acquisition Workstation:</p> <ul style="list-style-type: none"> <li>• CPU: High-performance computer, multi-core Intel-based CPU, minimum 32 GB RAM, minimum 4 TB disk, Windows 10/64, high-performance NVIDIA GPU.</li> <li>• Includes DVD +/- R/W.</li> <li>• User Interface: 1.2 MP color LCD touchscreen.</li> <li>• Image Review: 21.3" 3 MP, medical-grade color, DICOM monitor, double-jointed articulating arm.</li> <li>• Full X-ray shield, X-ray exposure footswitch, pull-out keyboard drawer, keyboard and mouse, Uninterruptible Power Supply (UPS).</li> </ul> <p>3Dimensions System Software:</p> <ul style="list-style-type: none"> <li>• User access control, patient and study selection, imaging procedure selection and definition, X-ray parameter control, image review and acceptance/rejection, quality control.</li> <li>• Licenses: Hologic Clarity HD Imaging, Tomosynthesis Imaging, SmartCurve System, Diagnostic Imaging, Dynamic Tube Head Motion, Advanced Connectivity, Bi-directional Communication (Notices).</li> </ul> <p>Connectivity:</p> <ul style="list-style-type: none"> <li>• DICOM: Modality work list, storage, storage commitment, query/retrieve, print.</li> <li>• IHE Profiles: Scheduled workflow, patient information reconciliation, mammography image.</li> <li>• Advanced Connectivity: Ability for the system to participate in DICOM Modality Performed Procedure Step (MPPS) transactions and to output DICOM Radiation Dose Structured Report (RDSR) objects to third-party dose aggregation and reporting systems. The MPPS and RDSR capabilities can be enabled and disabled independently.</li> </ul> <p>Accessories:</p> <ul style="list-style-type: none"> <li>• SmartCurve System (3): Small 18 x 24 cm, large 24 x 29 cm, Mini 18 x 4.</li> <li>• Screening Paddles (3): 18 x 24 cm, 24 x 29 cm, small breast.</li> <li>• Diagnostic Paddles (5): Frameless spot contact, 7.5 cm spot contact, 10 cm spot contact, 10 cm magnification, 7.5 cm spot magnification.</li> <li>• Magnification stand with platform, flat field phantom and case, ACR tomosynthesis geometry calibration phantom, Dimensions interconnect cable kit, 2D fixed face shield, retractable 3DMammography face shield. User, service, maintenance, and QC manuals. MammoPad® Breast Cushion trial box</li> </ul> <p>Installation: Installation by Hologic certified technicians.</p> <p>Warranty: Standard one-year parts and labor warranty.</p> <p>Warranty service coverage is Monday-Friday from 8:00 am to 5:00 pm local time.</p> <p>CONDITIONS:</p> <ul style="list-style-type: none"> <li>• Required but independently sold software features are not included gratis under Hologic Warranty, Hologic Service Contracts that include software upgrades, and must be ordered separately.</li> <li>• Required system software updates that are included under Hologic Warranty, or Hologic Service Contracts will be provided at no charge.</li> </ul> |

| Product Name      | Long Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|-------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| PRD-04420         | <p>Hologic 3D Mammography™ high-resolution ready digital image receptor for 3Dimensions™ mammography systems or Selenia® Dimensions® systems.</p> <p>INCLUDES:</p> <ul style="list-style-type: none"> <li>• Digital Image Receptor</li> <li>• Amorphous selenium, TFT</li> <li>• Structure: Single 24 x 29 cm plate</li> <li>• Image Matrix Sizes: 2560 x 3328 (18 x 24 cm); 3328 x 4096 (24 x 29 cm) •Pixel Size: 0.070 mm</li> <li>• Limiting Spatial Resolution: 7.1 lp/mm.</li> </ul> <p>(Hologic Clarity HD license purchase required to enable Clarity HD high-resolution imaging on 3D Performance and Dimensions 6000 and 9000 systems. This license is included with a 3Dimensions system.)</p> |
| 3DM-KIT-ERGO-XRAY | <p>Provides an integrated ergonomic package for the 3Dimensions™ system.</p> <p>Includes:</p> <ul style="list-style-type: none"> <li>• Fingerprint reader for quick biometric login of the technologist, manager or other site personnel</li> <li>• Powered memory height adjust</li> <li>• Bar code scanner</li> </ul> <p>Note:</p> <ul style="list-style-type: none"> <li>• Kit only available for 3Dimensions systems</li> </ul>                                                                                                                                                                                                                                                                      |

| Product Name      | Long Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|-------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| DIM-LIC-I2D3DQ    | <p>3DQuorum® and Intelligent 2D® technology for new 3Dimensions™ systems. 3DQuorum technology utilizes Genius AI®-powered analytics to uniquely reconstruct 1mm high-resolution 3D™ data to produce 6mm high-resolution SmartSlices. SmartSlices are designed to expedite reading time by reducing the number of images to review. Intelligent 2D technology generates 70µm resolution synthesized 2D images that are smart mapped to the 3D™ data.</p> <p>INCLUDES:</p> <ul style="list-style-type: none"> <li>• 3DQuorum and Intelligent 2D software licenses.</li> </ul> <p>REQUIREMENTS:</p> <ul style="list-style-type: none"> <li>• Hologic Clarity HD® high resolution 3D™ imaging technology.</li> <li>• Tomosynthesis license.</li> <li>• High-performance AWS computer (provided if needed).</li> <li>• Dimensions software minimum version 1.10/2.1 with Windows 10 OS.</li> <li>• BTO image data format is required for 3DQuorum technology. 3DQuorum software is unable to process SCO data.</li> </ul> <p>NOTES:</p> <ul style="list-style-type: none"> <li>• Hologic SecurView® workstation software 10.4 minimum.</li> <li>• For customers reading on PACS workstations minimum requirements will vary depending on the vendor.</li> <li>• Licenses are non-transferable to other mammography systems.</li> <li>• The licenses do not extend the Dimensions system warranty. New hardware, if needed, has a replacement part warranty as per Hologic Sales Terms and Conditions.</li> </ul> |
| 3DQ-TRAIN-INIT-01 | <p>3DQuorum™ imaging technology training provided via Video-On-Demand from <a href="http://www.hologic.com/training">www.hologic.com/training</a> and/or for physicians from <a href="http://HologicAce.com">HologicAce.com</a>. The Hologic Ace portal also has a DICOM viewer and images for physicians to review. Training may be accessed at any time for unlimited staff for an unlimited period. Initial training is included in the purchase price of your license.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |

| Product Name          | Long Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|-----------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| DIM-LIC-GAIDPRO-CLD   | <p>Genius AI® Detection PRO solution is a concurrent reading and reporting aid for physicians interpreting mammograms. This software license is intended for use with compatible Dimensions full-field digital mammography and digital breast tomosynthesis systems.</p> <p>INCLUDES:</p> <ul style="list-style-type: none"> <li>• Genius AI Detection PRO solution 3-year, term-based software license</li> <li>• Coverage includes all software updates and upgrades commercially released during the 3-year period. Excludes third-party software updates and security patches, such as Microsoft Windows security updates and antivirus software.</li> <li>• On-demand webinar training available</li> </ul> <p>REQUIREMENTS:</p> <ul style="list-style-type: none"> <li>• Unifi Connect platform strongly recommended on gantry</li> </ul> <p>INSTALLATION:</p> <ul style="list-style-type: none"> <li>• Remote installation is included</li> <li>• Onsite installation support may require an additional fee</li> </ul>                                        |
| GAIDPRO-TRAIN-INIT-01 | <p>Initial training is provided On-Demand from <a href="http://www.hologic.com/training">www.hologic.com/training</a> and/or for physicians from <a href="http://HologicAce.com">HologicAce.com</a>. Training may be accessed at any time for unlimited staff for an unlimited period. Initial training is included in the purchase price of your license.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| DIM-LIC-IVIEW-ACB     | <p>The I-View™ 2.0 and Affirm® Contrast Biopsy Licenses provide Contrast Enhanced Mammography (CEM) and Contrast Enhanced Biopsy (CEB) for one (1) new Selenia® Dimensions® system, or one (1) 3Dimensions™ system.</p> <p>INCLUDES:</p> <ul style="list-style-type: none"> <li>• Contrast enhanced mammography and contrast enhanced biopsy software licenses</li> <li>• Copper filter</li> </ul> <p>REQUIREMENTS:</p> <ul style="list-style-type: none"> <li>• Dimensions software minimum v. 1.12/2.3.0 with Windows 10 OS</li> <li>• Selenia Dimensions/3Dimensions system with Diagnostic license installed</li> <li>• HDT detector</li> <li>• Affirm Breast Biopsy Guidance System</li> </ul>                                                                                                                                                                                                                                                                                                                                                                  |
| SDM-TRAIN-INIT-06     | <p>Technologist training for I-View™ contrast-enhanced mammography including both didactic instruction and hands-on clinical patient examinations. Initial training is included in the purchase price of your license.</p> <ul style="list-style-type: none"> <li>• One 1-day session of technologist onsite applications training with clinical patients scheduled in the afternoon. For maximum of 5 technologists based on training effectiveness and space limitations.</li> <li>• Additional sessions may be needed. For additional groups of up to five technologists add purchasable SDM-TRAIN-ADDL-06.</li> <li>• Technologists must be available for the entire training.</li> <li>• Hologic recommends that Radiologists attend the course "Contrast-enhanced Mammography" available from <a href="http://www.ICPME.us">www.ICPME.us</a>.</li> </ul> <p>Please note: Cancellation must be made 6 business days prior to the confirmed and scheduled training start date. Fee for cancellation within 6 business days of confirmed training is \$2,000.</p> |

| Product Name        | Long Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
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| ACB-TRAIN-INIT-01   | <p>Training for Affirm™ contrast biopsy including both didactic instruction and hands-on clinical patient examinations. Initial training is included in the purchase price of your license.</p> <ul style="list-style-type: none"> <li>• One 1-day session of onsite applications training with clinical patients scheduled in the afternoon. For maximum of 3 technologists and 3 physicians based on training effectiveness and space limitations.</li> <li>• Additional sessions may be needed. For additional groups add purchasable ACB-TRAIN-ADDL-02.</li> <li>• Participants must be available for the entire training.</li> <li>• Please refer to the CEB Preparation Guide and Agenda for Applications Training for additional information.</li> </ul> <p>Please note: Cancellation must be made 6 business days prior to the confirmed and scheduled training start date. Fee for cancellation within 6 business days of confirmed training is \$2,000.</p>                                                                                       |
| BYR-STELLANT        | <p>Stellant FLEX pedestal-mounted injector with Workstation 3.0 display; informatics-ready platform with separate automated Documentation license purchase required. Includes installation, clinical applications training, remote connectivity, and one-year product warranty through Bayer.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| BYR-STELLANT-SYR-LG | <p>Two 150 mL syringes, 60" patient tubing with T-connector and prime tube, one large saline spike, one small contrast spike; configuration compatible with bags of saline and bottles of contrast.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| DIM-KIT-NLOC        | <p>Optional kit for needle localization procedures for 3Dimensions™ systems. Includes: crosshairs paddle, magnification crosshairs paddle, 10 cm open localization paddle, 10 cm open magnification localization paddle.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| ASY-04662           | <p>Wall-mounted, felt-lined rack for storing system compression paddles. Each rack, sold separately, provides enough storage room for 3-4 compression paddles.</p> <p>Includes:</p> <ul style="list-style-type: none"> <li>• Paddle storage rack with felt lining</li> <li>• Wall-mounting bracket (installation not included)</li> <li>• Graphic paddle labels</li> </ul> <p>Dimensions:</p> <ul style="list-style-type: none"> <li>• W x H x D: 36 1/4" x 7" x 4" (from the wall)</li> <li>• Minimum Vertical Pitch: 12" to 14" when multiple racks are installed one above another</li> </ul> <p>Recommended:</p> <ul style="list-style-type: none"> <li>• Selenia® Dimension® Avia systems: min. 1 rack</li> <li>• Selenia Dimensions 2D systems: min. 2 racks</li> <li>• Selenia Dimensions 3D™ systems: min. 3 racks</li> <li>• 3Dimensions™ systems: min. 3 racks</li> </ul> <p>Requirements:</p> <ul style="list-style-type: none"> <li>• Must be securely attached to the wall</li> <li>• Must be installed by a professional installer</li> </ul> |

| Product Name        | Long Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
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| PHANTOM-ACR-156     | <p>The Mammographic Accreditation Phantom manufactured by Gammex is designed to test the performance of a mammography system's image quality and sensitivity using target objects in the phantom to simulate calcifications, fibrous calcifications in ducts, and tumor masses. The phantom simulates the X-ray attenuation of a 4.2 cm compressed human breast composed of 50% adipose tissue and 50% glandular tissue. Target objects within the phantom range in size, shape, and density, similar to those found clinically.</p> <ul style="list-style-type: none"> <li>• Breast phantom is compatible with digital and analog equipment.</li> <li>• Approved by ACR for Mammography. Image quality and system sensitivity follow ACR and MQSA guidelines.</li> <li>• Dimensions: Height 1.75 in. (4.5 cm) x width 4 in. (10.2 cm) x depth 4.25 in. (10.8 cm)</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| PHANTOMCASE-ACR-156 | <p>Compact and lightweight carrying case with shoulder strap designed with custom foam cutouts to hold each of the Gammex 156 phantom's components to help protect them during transport and storage.</p> <ul style="list-style-type: none"> <li>• Material: Outer case black Cordura, inside black nylon, foam lining</li> <li>• Dimensions: Exterior 9 x 6 x 4 in., interior 8.63 x 5.5 x 3.5 in.</li> <li>• Weight: 0.5 lbs.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| SVC-SDM-OPT-BTO     | <p>This configuration enables output of tomosynthesis slices in DICOM Breast Tomosynthesis Image Object form. Use of this configuration will first require an integrated planning team, including your IT department, Hologic and other vendors, to work together to ensure that your enterprise is ready for use of the tomosynthesis data in DICOM Breast Tomosynthesis Image Object form. The completion of critical feasibility questions included in Hologic's Enterprise Survey will guide the team through understanding any infrastructure requirements and changes necessary.</p> <p>Note: While a preliminary check by your Hologic representatives may have allowed the ability to quote this output configuration, completion of the Enterprise Survey is required before Dimensions Tomosynthesis system or option is enabled. Software and hardware upgrades may be required. Hologic makes no guarantees of software and hardware performance for products not associated to Hologic. By signing this quote, the customer agrees that the completion of purchase of the accompanying Hologic products shall not be contingent on the implementation of this no-charge configuration.</p> <p>Requires:</p> <ul style="list-style-type: none"> <li>• Completion of Hologic Enterprise Survey by site personnel in conjunction with Hologic representatives</li> <li>• PACS system including Deep Archive capable of storing / retrieving DICOM Breast Tomosynthesis Image Objects and with suitable storage capacity</li> <li>• Softcopy review workstation capable of displaying DICOM Breast Tomosynthesis Image Objects</li> </ul> |

| Product Name        | Long Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
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| DIM-TRAIN-APPS-INIT | <p>Technologist training for a new 3Dimensions™ or Selenia® Dimensions® system. Initial training is included in the purchase price of your system. Training duration to be determined by customer needs up to 2 days.</p> <ul style="list-style-type: none"> <li>• One session of technologist onsite applications training or other clinical support for maximum of 5 technologists based on training effectiveness and space limitations.</li> <li>• Additional sessions may be needed. For additional groups of up to 5 technologists add purchasable DIM-TRAIN-APPS-ADDL.</li> <li>• Online CEU courses required prior to onsite training.</li> <li>• Video training available during and post training.</li> <li>• Onsite portion of training or other clinical support must be completed within 24 months of equipment installation.</li> </ul> <p>Required FDA training:</p> <ul style="list-style-type: none"> <li>• FFDM accreditation is required: apply to the ACR or your State for FFDM certification.</li> <li>• Once FFDM accredited, contact the MQSA FFDM Certification Extension Program for Tomosynthesis.</li> <li>• Sites must obtain ACR or State FFDM accreditation before using the tomosynthesis modality.</li> </ul> <p>Please note: Cancellation must be made 6 business days prior to the confirmed and scheduled training start date. Fee for cancellation within 6 business days of confirmed training is \$2,000.</p> |
| DIM-TRAIN-PHY-INIT  | <p>Medical physicists training for a 3Dimensions™ or Selenia® Dimensions® system. Initial training is included in the purchase price of your system and is valued at \$1,500 (unused training cannot be deducted from your purchase price). Five (5) hours of live tomosynthesis training for up to 2 medical physicists with a Field Service Engineer during the installation of the system and access to Hologic's 3-hour online tomosynthesis training course for medical physicists to fulfill the 8-hour FDA requirement. See course description for more details and requirements. Visit <a href="http://www.hologic.com/training">www.hologic.com/training</a> for a complete list of Hologic educational opportunities.</p> <p>Please note: Cancellation must be made 6 business days prior to the confirmed and scheduled training start date. Fee for cancellation within 6 business days of confirmed training is \$2,000.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| DIM-TRAIN-RAD-INIT  | <p>Radiologist training for new 3Dimensions™ or Selenia® Dimensions® system(s). Initial training is included in the purchase price of your system and is valued at \$5,250 (unused training cannot be deducted from your purchase price). Access to Hologic's virtual tomosynthesis training course for up to 14 radiologists. This program fulfills the 8-hour FDA training requirement. See course description for more details and requirements. Visit <a href="http://www.hologic.com/training">www.hologic.com/training</a> for a complete list of Hologic educational opportunities.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| SCRAP-TIER1-FEE-BSH | <p>SCRAPPING FEE IS APPLICABLE TO TIER1 BSH CAPITAL ITEMS FOR ALL RELATED COSTS INCLUDING BUT NOT LIMITED TO SCRAP FEE, DISPOSAL FEE, HANDLING FEE AND OTHERS.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| MOVE-PERIPH-02      | <p>"Includes de-installation, physical professional moving, re-installation, testing, and connectivity (same customer) for Securview, Advanced Workflow Manager, Affirm Upright, CAD, Digitizer systems including any associated licenses."</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |

| Product Name | Long Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
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| ENV-SYS-STD  | <p>Envision™ mammography platform for high-resolution 3D screening and diagnostic mammography with 2D capabilities. Includes SmartCurve™ breast stabilization system, Intelligent 2D™ imaging technology, and 3DQuorum® technology. INCLUDES:</p> <p>X-ray Gantry and Envision System Software:</p> <ul style="list-style-type: none"> <li>• Generator: Fully integrated constant potential, high frequency, inverter type.</li> <li>• Hologic high-resolution enabled detector: Provides 70-micron high-resolution 3D data.</li> <li>• X-ray Tube: Tungsten, bi-angular, high speed, high heat capacity, with proprietary Focusing Technology.</li> <li>• X-ray Filters: Rhodium, silver, aluminum, and copper.</li> <li>• Anti-scatter Grid: Auto-retracting linear grid.</li> <li>• Dual-function gantry footswitches (2).</li> <li>• User access control, patient and study selection, imaging procedure selection and definition, X-ray parameter control, image review and acceptance/rejection, quality control.</li> <li>• Software Licenses: High-Resolution Tomosynthesis Imaging with integrated proprietary Focusing Technology, SmartCurve Breast Stabilization System, Intelligent 2D imaging technology, 3DQuorum technology, Diagnostic Imaging, Dynamic Tube Head Motion, Advanced Connectivity, Bi-directional Communication (Notices).</li> </ul> <p>Adjustable-height Acquisition Workstation:</p> <ul style="list-style-type: none"> <li>• CPU: High-performance computer, multi-core Intel-based CPU, minimum 32 GB RAM, minimum 4 TB disk, Windows 10/64, high-performance NVIDIA GPU.</li> <li>• USB interface connection for DVD +/- R/W (2).</li> <li>• Control Monitor: 2MP color LCD touchscreen display.</li> <li>• Image Display Monitor: 21.3" 3 MP, medical-grade color, DICOM monitor with double-jointed articulating arm.</li> <li>• Full X-ray shield, X-ray exposure footswitch and hand switch, pull-out keyboard drawer, integrated paddle storage, keyboard and mouse, Uninterruptible Power Supply (UPS), fingerprint reader, biometric login, powered memory height adjustment, barcode reader.</li> </ul> <p>Connectivity:</p> <ul style="list-style-type: none"> <li>• DICOM: Modality work list, storage, storage commitment, query/retrieve, print.</li> <li>• IHE Profiles: Scheduled workflow, patient information reconciliation, mammography image.</li> <li>• Advanced Connectivity: Ability for the system to participate in DICOM Modality Performed Procedure Step (MPPS) transactions and to output DICOM Radiation Dose Structured Report (RDSR) objects to third-party dose aggregation and reporting systems. The MPPS and RDSR capabilities can be enabled and disabled independently.</li> </ul> <p>Accessories:</p> <ul style="list-style-type: none"> <li>• SmartCurve Breast Stabilization System paddles (3): Large 24 x 29 cm, Small 18 x 24 cm, and Mini 18 x 8 cm.</li> <li>• Screening Paddles (3): 24 x 29 cm, 18 x 24 cm, Small Breast.</li> <li>• Diagnostic Paddles (5): Frameless Spot Contact, 7.5 cm Spot Contact (for use during QC testing only), 10 cm Spot Contact, 15 cm Contact, 10 cm Magnification, 7.5 cm Spot Magnification.</li> <li>• Other: Magnification stand with platform, flat field phantom and case, geometry calibration phantom, Envision mammography platform interconnect cable kit. User, service, maintenance &amp; QC manuals</li> <li>• Shields: Envision 3D Mammography face shield, retractable.</li> <li>• MammoPad® Breast Cushion trial box.</li> <li>• Hologic Platinum Marketplace: Access to a comprehensive co-operative marketing program focused on business growth through patient and referring physician education. Online entry into the program will be provided once the order is placed and the online initiation form completed at <a href="http://hologicmarketplace.com/user/register">hologicmarketplace.com/user/register</a>.</li> </ul> <p>Installation: Installation by Hologic certified technicians.</p> <p>Warranty: Standard one-year parts and labor warranty. Warranty service coverage is Monday-Friday from 8:00 am to 5:00 pm local time.</p> <p>CONDITIONS:</p> <ul style="list-style-type: none"> <li>• Required but independently sold software features are not included gratis under Hologic Warranty, or Hologic Service Contracts that include software upgrades, and must be ordered separately.</li> <li>• Required system software updates that are included under Hologic Warranty, or Hologic Service Contracts will be provided at no charge.</li> </ul> |

| Product Name          | Long Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
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| ASY-12149             | <p>Hologic 3D Mammography™ high-resolution ready digital image receptor for Envision™ mammography platforms.</p> <p>Includes:</p> <p>Anti-scatter Grid</p> <p>Digital Image Receptor</p> <ul style="list-style-type: none"> <li>• Amorphous Selenium, TFT</li> <li>• Structure: Single 24 x 29 cm plate</li> <li>• Image Matrix Sizes: 2560 x 3328 (18 x 24 cm); 3328 x 4096 (24 x 29 cm)</li> <li>• Pixel Size: 0.070 mm</li> <li>• Limiting Spatial Resolution: 7.1 lp/mm</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| ENV-LIC-GAIDPRO-CLD   | <p>Genius AI® Detection PRO solution is a concurrent reading and reporting aid for physicians interpreting mammograms. This software license is intended for use with compatible Envision full-field digital mammography and digital breast tomosynthesis platforms.</p> <p>INCLUDES:</p> <ul style="list-style-type: none"> <li>• Genius AI Detection PRO solution 3-year, term-based software license</li> <li>• Coverage includes all software updates and upgrades commercially released during the 3-year period. Excludes third-party software updates and security patches, such as Microsoft Windows security updates and antivirus software.</li> <li>• On-demand webinar training available</li> </ul> <p>REQUIREMENTS:</p> <ul style="list-style-type: none"> <li>• Unifi Connect platform strongly recommended on gantry</li> </ul> <p>INSTALLATION:</p> <ul style="list-style-type: none"> <li>• Remote installation is included</li> <li>• Onsite installation support may require an additional fee</li> </ul> |
| GAIDPRO-TRAIN-INIT-01 | <p>Initial training is provided On-Demand from <a href="http://www.hologic.com/training">www.hologic.com/training</a> and/or for physicians from HologicAce.com. Training may be accessed at any time for unlimited staff for an unlimited period. Initial training is included in the purchase price of your license.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |

| Product Name        | Long Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
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| ASY-04662           | <p>Wall-mounted, felt-lined rack for storing system compression paddles. Each rack, sold separately, provides enough storage room for 3-4 compression paddles.</p> <p>Includes:</p> <ul style="list-style-type: none"> <li>• Paddle storage rack with felt lining</li> <li>• Wall-mounting bracket (installation not included)</li> <li>• Graphic paddle labels</li> </ul> <p>Dimensions:</p> <ul style="list-style-type: none"> <li>• W x H x D: 36 1/4" x 7" x 4" (from the wall)</li> <li>• Minimum Vertical Pitch: 12" to 14" when multiple racks are installed one above another</li> </ul> <p>Recommended:</p> <ul style="list-style-type: none"> <li>• Selenia® Dimension® Avia systems: min. 1 rack</li> <li>• Selenia Dimensions 2D systems: min. 2 racks</li> <li>• Selenia Dimensions 3D™ systems: min. 3 racks</li> <li>• 3Dimensions™ systems: min. 3 racks</li> </ul> <p>Requirements:</p> <ul style="list-style-type: none"> <li>• Must be securely attached to the wall</li> <li>• Must be installed by a professional installer</li> </ul> |
| ENV-TRAIN-APPS-INIT | <p>Training for the Envision mammography platform. One, 2-day session [16 hours] of initial onsite applications training for a maximum of 5 technologists based on training effectiveness and space limitations. Training must be completed within 24 months from date of purchase. Initial training is included in the purchase price of your system and unused training cannot be deducted from your purchase price.</p> <p>Required by FDA prior to training:</p> <ul style="list-style-type: none"> <li>• FFDM accreditation is required: apply to the ACR or your State for FFDM certification.</li> <li>• Once FFDM accredited, contact the MQSA FFDM Certification Extension Program for Tomosynthesis.</li> <li>• Sites must obtain ACR or State FFDM accreditation before using the tomosynthesis modality.</li> </ul> <p>Please note: Cancellation must be made 6 business days prior to the confirmed and scheduled training start date. Fee for cancellation within 6 business days of confirmed training is \$2,000.</p>                       |
| ENV-TRAIN-PHY-INIT  | <p>"Medical Physicist training for the Envision mammography platform. Initial training is included in the purchase price of your platform. Eight (8) hours of Hologic tomosynthesis educational training for a maximum of 2 physicists per site. This consists of three (3) hours of online tomosynthesis training for medical physicists to fulfill the 8-hour FDA requirement and five (5) hours of QC training with a Field Service Engineer. Online education must be completed within 24 months of equipment installation. QC education must be completed at the time of equipment installation. See course description for more details and requirements. Visit <a href="http://www.hologic.com/training">www.hologic.com/training</a> for a complete list of Hologic educational opportunities.</p> <p>Please note: Cancellation must be made 6 business days prior to the confirmed and scheduled training start date. Fee for cancellation within 6 business days of confirmed training is \$2,000"</p>                                            |
| DIM-TRAIN-RAD-INIT  | <p>Radiologist training for new 3Dimensions™ or Selenia® Dimensions® system(s). Initial training is included in the purchase price of your system and is valued at \$5,250 (unused training cannot be deducted from your purchase price). Access to Hologic's virtual tomosynthesis training course for up to 14 radiologists. This program fulfills the 8-hour FDA training requirement. See course description for more details and requirements. Visit <a href="http://www.hologic.com/training">www.hologic.com/training</a> for a complete list of Hologic educational opportunities.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                              |

| Product Name        | Long Description                                                                                                                                            |
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| SCRAP-TIER1-FEE-BSH | SCRAPPING FEE IS APPLICABLE TO TIER1 BSH CAPITAL ITEMS FOR ALL RELATED COSTS INCLUDING BUT NOT LIMITED TO SCRAP FEE, DISPOSAL FEE, HANDLING FEE AND OTHERS. |

| Product Name | Long Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
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| ENV-SYS-STD  | <p>Envision™ mammography platform for high-resolution 3D screening and diagnostic mammography with 2D capabilities. Includes SmartCurve™ breast stabilization system, Intelligent 2D™ imaging technology, and 3DQuorum® technology. INCLUDES:</p> <p>X-ray Gantry and Envision System Software:</p> <ul style="list-style-type: none"> <li>• Generator: Fully integrated constant potential, high frequency, inverter type.</li> <li>• Hologic high-resolution enabled detector: Provides 70-micron high-resolution 3D data.</li> <li>• X-ray Tube: Tungsten, bi-angular, high speed, high heat capacity, with proprietary Focusing Technology.</li> <li>• X-ray Filters: Rhodium, silver, aluminum, and copper.</li> <li>• Anti-scatter Grid: Auto-retracting linear grid.</li> <li>• Dual-function gantry footswitches (2).</li> <li>• User access control, patient and study selection, imaging procedure selection and definition, X-ray parameter control, image review and acceptance/rejection, quality control.</li> <li>• Software Licenses: High-Resolution Tomosynthesis Imaging with integrated proprietary Focusing Technology, SmartCurve Breast Stabilization System, Intelligent 2D imaging technology, 3DQuorum technology, Diagnostic Imaging, Dynamic Tube Head Motion, Advanced Connectivity, Bi-directional Communication (Notices).</li> </ul> <p>Adjustable-height Acquisition Workstation:</p> <ul style="list-style-type: none"> <li>• CPU: High-performance computer, multi-core Intel-based CPU, minimum 32 GB RAM, minimum 4 TB disk, Windows 10/64, high-performance NVIDIA GPU.</li> <li>• USB interface connection for DVD +/- R/W (2).</li> <li>• Control Monitor: 2MP color LCD touchscreen display.</li> <li>• Image Display Monitor: 21.3" 3 MP, medical-grade color, DICOM monitor with double-jointed articulating arm.</li> <li>• Full X-ray shield, X-ray exposure footswitch and hand switch, pull-out keyboard drawer, integrated paddle storage, keyboard and mouse, Uninterruptible Power Supply (UPS), fingerprint reader, biometric login, powered memory height adjustment, barcode reader.</li> </ul> <p>Connectivity:</p> <ul style="list-style-type: none"> <li>• DICOM: Modality work list, storage, storage commitment, query/retrieve, print.</li> <li>• IHE Profiles: Scheduled workflow, patient information reconciliation, mammography image.</li> <li>• Advanced Connectivity: Ability for the system to participate in DICOM Modality Performed Procedure Step (MPPS) transactions and to output DICOM Radiation Dose Structured Report (RDSR) objects to third-party dose aggregation and reporting systems. The MPPS and RDSR capabilities can be enabled and disabled independently.</li> </ul> <p>Accessories:</p> <ul style="list-style-type: none"> <li>• SmartCurve Breast Stabilization System paddles (3): Large 24 x 29 cm, Small 18 x 24 cm, and Mini 18 x 8 cm.</li> <li>• Screening Paddles (3): 24 x 29 cm, 18 x 24 cm, Small Breast.</li> <li>• Diagnostic Paddles (5): Frameless Spot Contact, 7.5 cm Spot Contact (for use during QC testing only), 10 cm Spot Contact, 15 cm Contact, 10 cm Magnification, 7.5 cm Spot Magnification.</li> <li>• Other: Magnification stand with platform, flat field phantom and case, geometry calibration phantom, Envision mammography platform interconnect cable kit. User, service, maintenance &amp; QC manuals</li> <li>• Shields: Envision 3D Mammography face shield, retractable.</li> <li>• MammoPad® Breast Cushion trial box.</li> <li>• Hologic Platinum Marketplace: Access to a comprehensive co-operative marketing program focused on business growth through patient and referring physician education. Online entry into the program will be provided once the order is placed and the online initiation form completed at <a href="http://hologicmarketplace.com/user/register">hologicmarketplace.com/user/register</a>.</li> </ul> <p>Installation: Installation by Hologic certified technicians.</p> <p>Warranty: Standard one-year parts and labor warranty. Warranty service coverage is Monday-Friday from 8:00 am to 5:00 pm local time.</p> <p>CONDITIONS:</p> <ul style="list-style-type: none"> <li>• Required but independently sold software features are not included gratis under Hologic Warranty, or Hologic Service Contracts that include software upgrades, and must be ordered separately.</li> <li>• Required system software updates that are included under Hologic Warranty, or Hologic Service Contracts will be provided at no charge.</li> </ul> |

| Product Name          | Long Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
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| ASY-12149             | <p>Hologic 3D Mammography™ high-resolution ready digital image receptor for Envision™ mammography platforms.</p> <p>Includes:</p> <p>Anti-scatter Grid</p> <p>Digital Image Receptor</p> <ul style="list-style-type: none"> <li>• Amorphous Selenium, TFT</li> <li>• Structure: Single 24 x 29 cm plate</li> <li>• Image Matrix Sizes: 2560 x 3328 (18 x 24 cm); 3328 x 4096 (24 x 29 cm)</li> <li>• Pixel Size: 0.070 mm</li> <li>• Limiting Spatial Resolution: 7.1 lp/mm</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| ENV-LIC-GAIDPRO-CLD   | <p>Genius AI® Detection PRO solution is a concurrent reading and reporting aid for physicians interpreting mammograms. This software license is intended for use with compatible Envision full-field digital mammography and digital breast tomosynthesis platforms.</p> <p>INCLUDES:</p> <ul style="list-style-type: none"> <li>• Genius AI Detection PRO solution 3-year, term-based software license</li> <li>• Coverage includes all software updates and upgrades commercially released during the 3-year period. Excludes third-party software updates and security patches, such as Microsoft Windows security updates and antivirus software.</li> <li>• On-demand webinar training available</li> </ul> <p>REQUIREMENTS:</p> <ul style="list-style-type: none"> <li>• Unifi Connect platform strongly recommended on gantry</li> </ul> <p>INSTALLATION:</p> <ul style="list-style-type: none"> <li>• Remote installation is included</li> <li>• Onsite installation support may require an additional fee</li> </ul> |
| GAIDPRO-TRAIN-INIT-01 | <p>Initial training is provided On-Demand from <a href="http://www.hologic.com/training">www.hologic.com/training</a> and/or for physicians from HologicAce.com. Training may be accessed at any time for unlimited staff for an unlimited period. Initial training is included in the purchase price of your license.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |

| Product Name        | Long Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
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| ASY-04662           | <p>Wall-mounted, felt-lined rack for storing system compression paddles. Each rack, sold separately, provides enough storage room for 3-4 compression paddles.</p> <p>Includes:</p> <ul style="list-style-type: none"> <li>• Paddle storage rack with felt lining</li> <li>• Wall-mounting bracket (installation not included)</li> <li>• Graphic paddle labels</li> </ul> <p>Dimensions:</p> <ul style="list-style-type: none"> <li>• W x H x D: 36 1/4" x 7" x 4" (from the wall)</li> <li>• Minimum Vertical Pitch: 12" to 14" when multiple racks are installed one above another</li> </ul> <p>Recommended:</p> <ul style="list-style-type: none"> <li>• Selenia® Dimension® Avia systems: min. 1 rack</li> <li>• Selenia Dimensions 2D systems: min. 2 racks</li> <li>• Selenia Dimensions 3D™ systems: min. 3 racks</li> <li>• 3Dimensions™ systems: min. 3 racks</li> </ul> <p>Requirements:</p> <ul style="list-style-type: none"> <li>• Must be securely attached to the wall</li> <li>• Must be installed by a professional installer</li> </ul> |
| ENV-TRAIN-APPS-INIT | <p>Training for the Envision mammography platform. One, 2-day session [16 hours] of initial onsite applications training for a maximum of 5 technologists based on training effectiveness and space limitations. Training must be completed within 24 months from date of purchase. Initial training is included in the purchase price of your system and unused training cannot be deducted from your purchase price.</p> <p>Required by FDA prior to training:</p> <ul style="list-style-type: none"> <li>• FFDM accreditation is required: apply to the ACR or your State for FFDM certification.</li> <li>• Once FFDM accredited, contact the MQSA FFDM Certification Extension Program for Tomosynthesis.</li> <li>• Sites must obtain ACR or State FFDM accreditation before using the tomosynthesis modality.</li> </ul> <p>Please note: Cancellation must be made 6 business days prior to the confirmed and scheduled training start date. Fee for cancellation within 6 business days of confirmed training is \$2,000.</p>                       |
| ENV-TRAIN-PHY-INIT  | <p>"Medical Physicist training for the Envision mammography platform. Initial training is included in the purchase price of your platform. Eight (8) hours of Hologic tomosynthesis educational training for a maximum of 2 physicists per site. This consists of three (3) hours of online tomosynthesis training for medical physicists to fulfill the 8-hour FDA requirement and five (5) hours of QC training with a Field Service Engineer. Online education must be completed within 24 months of equipment installation. QC education must be completed at the time of equipment installation. See course description for more details and requirements. Visit <a href="http://www.hologic.com/training">www.hologic.com/training</a> for a complete list of Hologic educational opportunities.</p> <p>Please note: Cancellation must be made 6 business days prior to the confirmed and scheduled training start date. Fee for cancellation within 6 business days of confirmed training is \$2,000"</p>                                            |
| DIM-TRAIN-RAD-INIT  | <p>Radiologist training for new 3Dimensions™ or Selenia® Dimensions® system(s). Initial training is included in the purchase price of your system and is valued at \$5,250 (unused training cannot be deducted from your purchase price). Access to Hologic's virtual tomosynthesis training course for up to 14 radiologists. This program fulfills the 8-hour FDA training requirement. See course description for more details and requirements. Visit <a href="http://www.hologic.com/training">www.hologic.com/training</a> for a complete list of Hologic educational opportunities.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                              |

| Product Name        | Long Description                                                                                                                                            |
|---------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|
| SCRAP-TIER1-FEE-BSH | SCRAPPING FEE IS APPLICABLE TO TIER1 BSH CAPITAL ITEMS FOR ALL RELATED COSTS INCLUDING BUT NOT LIMITED TO SCRAP FEE, DISPOSAL FEE, HANDLING FEE AND OTHERS. |

| Product Name | Long Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
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| ENV-SYS-STD  | <p>Envision™ mammography platform for high-resolution 3D screening and diagnostic mammography with 2D capabilities. Includes SmartCurve™ breast stabilization system, Intelligent 2D™ imaging technology, and 3DQuorum® technology. INCLUDES:</p> <p>X-ray Gantry and Envision System Software:</p> <ul style="list-style-type: none"> <li>• Generator: Fully integrated constant potential, high frequency, inverter type.</li> <li>• Hologic high-resolution enabled detector: Provides 70-micron high-resolution 3D data.</li> <li>• X-ray Tube: Tungsten, bi-angular, high speed, high heat capacity, with proprietary Focusing Technology.</li> <li>• X-ray Filters: Rhodium, silver, aluminum, and copper.</li> <li>• Anti-scatter Grid: Auto-retracting linear grid.</li> <li>• Dual-function gantry footswitches (2).</li> <li>• User access control, patient and study selection, imaging procedure selection and definition, X-ray parameter control, image review and acceptance/rejection, quality control.</li> <li>• Software Licenses: High-Resolution Tomosynthesis Imaging with integrated proprietary Focusing Technology, SmartCurve Breast Stabilization System, Intelligent 2D imaging technology, 3DQuorum technology, Diagnostic Imaging, Dynamic Tube Head Motion, Advanced Connectivity, Bi-directional Communication (Notices).</li> </ul> <p>Adjustable-height Acquisition Workstation:</p> <ul style="list-style-type: none"> <li>• CPU: High-performance computer, multi-core Intel-based CPU, minimum 32 GB RAM, minimum 4 TB disk, Windows 10/64, high-performance NVIDIA GPU.</li> <li>• USB interface connection for DVD +/- R/W (2).</li> <li>• Control Monitor: 2MP color LCD touchscreen display.</li> <li>• Image Display Monitor: 21.3" 3 MP, medical-grade color, DICOM monitor with double-jointed articulating arm.</li> <li>• Full X-ray shield, X-ray exposure footswitch and hand switch, pull-out keyboard drawer, integrated paddle storage, keyboard and mouse, Uninterruptible Power Supply (UPS), fingerprint reader, biometric login, powered memory height adjustment, barcode reader.</li> </ul> <p>Connectivity:</p> <ul style="list-style-type: none"> <li>• DICOM: Modality work list, storage, storage commitment, query/retrieve, print.</li> <li>• IHE Profiles: Scheduled workflow, patient information reconciliation, mammography image.</li> <li>• Advanced Connectivity: Ability for the system to participate in DICOM Modality Performed Procedure Step (MPPS) transactions and to output DICOM Radiation Dose Structured Report (RDSR) objects to third-party dose aggregation and reporting systems. The MPPS and RDSR capabilities can be enabled and disabled independently.</li> </ul> <p>Accessories:</p> <ul style="list-style-type: none"> <li>• SmartCurve Breast Stabilization System paddles (3): Large 24 x 29 cm, Small 18 x 24 cm, and Mini 18 x 8 cm.</li> <li>• Screening Paddles (3): 24 x 29 cm, 18 x 24 cm, Small Breast.</li> <li>• Diagnostic Paddles (5): Frameless Spot Contact, 7.5 cm Spot Contact (for use during QC testing only), 10 cm Spot Contact, 15 cm Contact, 10 cm Magnification, 7.5 cm Spot Magnification.</li> <li>• Other: Magnification stand with platform, flat field phantom and case, geometry calibration phantom, Envision mammography platform interconnect cable kit. User, service, maintenance &amp; QC manuals</li> <li>• Shields: Envision 3D Mammography face shield, retractable.</li> <li>• MammoPad® Breast Cushion trial box.</li> <li>• Hologic Platinum Marketplace: Access to a comprehensive co-operative marketing program focused on business growth through patient and referring physician education. Online entry into the program will be provided once the order is placed and the online initiation form completed at <a href="http://hologicmarketplace.com/user/register">hologicmarketplace.com/user/register</a>.</li> </ul> <p>Installation: Installation by Hologic certified technicians.</p> <p>Warranty: Standard one-year parts and labor warranty. Warranty service coverage is Monday-Friday from 8:00 am to 5:00 pm local time.</p> <p>CONDITIONS:</p> <ul style="list-style-type: none"> <li>• Required but independently sold software features are not included gratis under Hologic Warranty, or Hologic Service Contracts that include software upgrades, and must be ordered separately.</li> <li>• Required system software updates that are included under Hologic Warranty, or Hologic Service Contracts will be provided at no charge.</li> </ul> |

| Product Name          | Long Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|-----------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| ASY-12149             | <p>Hologic 3D Mammography™ high-resolution ready digital image receptor for Envision™ mammography platforms.</p> <p>Includes:</p> <p>Anti-scatter Grid</p> <p>Digital Image Receptor</p> <ul style="list-style-type: none"> <li>• Amorphous Selenium, TFT</li> <li>• Structure: Single 24 x 29 cm plate</li> <li>• Image Matrix Sizes: 2560 x 3328 (18 x 24 cm); 3328 x 4096 (24 x 29 cm)</li> <li>• Pixel Size: 0.070 mm</li> <li>• Limiting Spatial Resolution: 7.1 lp/mm</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| ENV-LIC-GAIDPRO-CLD   | <p>Genius AI® Detection PRO solution is a concurrent reading and reporting aid for physicians interpreting mammograms. This software license is intended for use with compatible Envision full-field digital mammography and digital breast tomosynthesis platforms.</p> <p>INCLUDES:</p> <ul style="list-style-type: none"> <li>• Genius AI Detection PRO solution 3-year, term-based software license</li> <li>• Coverage includes all software updates and upgrades commercially released during the 3-year period. Excludes third-party software updates and security patches, such as Microsoft Windows security updates and antivirus software.</li> <li>• On-demand webinar training available</li> </ul> <p>REQUIREMENTS:</p> <ul style="list-style-type: none"> <li>• Unifi Connect platform strongly recommended on gantry</li> </ul> <p>INSTALLATION:</p> <ul style="list-style-type: none"> <li>• Remote installation is included</li> <li>• Onsite installation support may require an additional fee</li> </ul> |
| GAIDPRO-TRAIN-INIT-01 | <p>Initial training is provided On-Demand from <a href="http://www.hologic.com/training">www.hologic.com/training</a> and/or for physicians from HologicAce.com. Training may be accessed at any time for unlimited staff for an unlimited period. Initial training is included in the purchase price of your license.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |

| Product Name        | Long Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
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| ASY-04662           | <p>Wall-mounted, felt-lined rack for storing system compression paddles. Each rack, sold separately, provides enough storage room for 3-4 compression paddles.</p> <p>Includes:</p> <ul style="list-style-type: none"> <li>• Paddle storage rack with felt lining</li> <li>• Wall-mounting bracket (installation not included)</li> <li>• Graphic paddle labels</li> </ul> <p>Dimensions:</p> <ul style="list-style-type: none"> <li>• W x H x D: 36 1/4" x 7" x 4" (from the wall)</li> <li>• Minimum Vertical Pitch: 12" to 14" when multiple racks are installed one above another</li> </ul> <p>Recommended:</p> <ul style="list-style-type: none"> <li>• Selenia® Dimension® Avia systems: min. 1 rack</li> <li>• Selenia Dimensions 2D systems: min. 2 racks</li> <li>• Selenia Dimensions 3D™ systems: min. 3 racks</li> <li>• 3Dimensions™ systems: min. 3 racks</li> </ul> <p>Requirements:</p> <ul style="list-style-type: none"> <li>• Must be securely attached to the wall</li> <li>• Must be installed by a professional installer</li> </ul> |
| ENV-TRAIN-APPS-INIT | <p>Training for the Envision mammography platform. One, 2-day session [16 hours] of initial onsite applications training for a maximum of 5 technologists based on training effectiveness and space limitations. Training must be completed within 24 months from date of purchase. Initial training is included in the purchase price of your system and unused training cannot be deducted from your purchase price.</p> <p>Required by FDA prior to training:</p> <ul style="list-style-type: none"> <li>• FFDM accreditation is required: apply to the ACR or your State for FFDM certification.</li> <li>• Once FFDM accredited, contact the MQSA FFDM Certification Extension Program for Tomosynthesis.</li> <li>• Sites must obtain ACR or State FFDM accreditation before using the tomosynthesis modality.</li> </ul> <p>Please note: Cancellation must be made 6 business days prior to the confirmed and scheduled training start date. Fee for cancellation within 6 business days of confirmed training is \$2,000.</p>                       |
| ENV-TRAIN-PHY-INIT  | <p>"Medical Physicist training for the Envision mammography platform. Initial training is included in the purchase price of your platform. Eight (8) hours of Hologic tomosynthesis educational training for a maximum of 2 physicists per site. This consists of three (3) hours of online tomosynthesis training for medical physicists to fulfill the 8-hour FDA requirement and five (5) hours of QC training with a Field Service Engineer. Online education must be completed within 24 months of equipment installation. QC education must be completed at the time of equipment installation. See course description for more details and requirements. Visit <a href="http://www.hologic.com/training">www.hologic.com/training</a> for a complete list of Hologic educational opportunities.</p> <p>Please note: Cancellation must be made 6 business days prior to the confirmed and scheduled training start date. Fee for cancellation within 6 business days of confirmed training is \$2,000"</p>                                            |
| DIM-TRAIN-RAD-INIT  | <p>Radiologist training for new 3Dimensions™ or Selenia® Dimensions® system(s). Initial training is included in the purchase price of your system and is valued at \$5,250 (unused training cannot be deducted from your purchase price). Access to Hologic's virtual tomosynthesis training course for up to 14 radiologists. This program fulfills the 8-hour FDA training requirement. See course description for more details and requirements. Visit <a href="http://www.hologic.com/training">www.hologic.com/training</a> for a complete list of Hologic educational opportunities.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                              |

| Product Name        | Long Description                                                                                                                                            |
|---------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|
| SCRAP-TIER1-FEE-BSH | SCRAPPING FEE IS APPLICABLE TO TIER1 BSH CAPITAL ITEMS FOR ALL RELATED COSTS INCLUDING BUT NOT LIMITED TO SCRAP FEE, DISPOSAL FEE, HANDLING FEE AND OTHERS. |

#### GAID PRO Connectivity

| Product Name           | Long Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| GAIDPRO-CLD            | <p>Tracker for cloud option to host Genius AI® Detection PRO solution.</p> <p>INCLUDES:</p> <ul style="list-style-type: none"> <li>• Coverage includes all software updates and upgrades commercially released as long as there is an active Genius AI Detection PRO software license. Excludes third-party software updates and security patches, such as Microsoft Windows security updates and antivirus software.</li> </ul> <p>REQUIREMENTS:</p> <ul style="list-style-type: none"> <li>• Recommended specifications to be provided</li> </ul> <p>INSTALLATION:</p> <ul style="list-style-type: none"> <li>• Remote installation is included</li> <li>• Onsite installation support may require an additional professional services fee</li> </ul> |
| PACSWWS-APP-GAIDPRO-UP | Standalone application to display Genius AI® Detection PRO solution outputs when purchased with a Genius AI Detection PRO license for use on a third-party PACS workstation.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |

| Product Name | Long Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
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| ENV-SYS-STD  | <p>Envision™ mammography platform for high-resolution 3D screening and diagnostic mammography with 2D capabilities. Includes SmartCurve™ breast stabilization system, Intelligent 2D™ imaging technology, and 3DQuorum® technology. INCLUDES:</p> <p>X-ray Gantry and Envision System Software:</p> <ul style="list-style-type: none"> <li>• Generator: Fully integrated constant potential, high frequency, inverter type.</li> <li>• Hologic high-resolution enabled detector: Provides 70-micron high-resolution 3D data.</li> <li>• X-ray Tube: Tungsten, bi-angular, high speed, high heat capacity, with proprietary Focusing Technology.</li> <li>• X-ray Filters: Rhodium, silver, aluminum, and copper.</li> <li>• Anti-scatter Grid: Auto-retracting linear grid.</li> <li>• Dual-function gantry footswitches (2).</li> <li>• User access control, patient and study selection, imaging procedure selection and definition, X-ray parameter control, image review and acceptance/rejection, quality control.</li> <li>• Software Licenses: High-Resolution Tomosynthesis Imaging with integrated proprietary Focusing Technology, SmartCurve Breast Stabilization System, Intelligent 2D imaging technology, 3DQuorum technology, Diagnostic Imaging, Dynamic Tube Head Motion, Advanced Connectivity, Bi-directional Communication (Notices).</li> </ul> <p>Adjustable-height Acquisition Workstation:</p> <ul style="list-style-type: none"> <li>• CPU: High-performance computer, multi-core Intel-based CPU, minimum 32 GB RAM, minimum 4 TB disk, Windows 10/64, high-performance NVIDIA GPU.</li> <li>• USB interface connection for DVD +/- R/W (2).</li> <li>• Control Monitor: 2MP color LCD touchscreen display.</li> <li>• Image Display Monitor: 21.3" 3 MP, medical-grade color, DICOM monitor with double-jointed articulating arm.</li> <li>• Full X-ray shield, X-ray exposure footswitch and hand switch, pull-out keyboard drawer, integrated paddle storage, keyboard and mouse, Uninterruptible Power Supply (UPS), fingerprint reader, biometric login, powered memory height adjustment, barcode reader.</li> </ul> <p>Connectivity:</p> <ul style="list-style-type: none"> <li>• DICOM: Modality work list, storage, storage commitment, query/retrieve, print.</li> <li>• IHE Profiles: Scheduled workflow, patient information reconciliation, mammography image.</li> <li>• Advanced Connectivity: Ability for the system to participate in DICOM Modality Performed Procedure Step (MPPS) transactions and to output DICOM Radiation Dose Structured Report (RDSR) objects to third-party dose aggregation and reporting systems. The MPPS and RDSR capabilities can be enabled and disabled independently.</li> </ul> <p>Accessories:</p> <ul style="list-style-type: none"> <li>• SmartCurve Breast Stabilization System paddles (3): Large 24 x 29 cm, Small 18 x 24 cm, and Mini 18 x 8 cm.</li> <li>• Screening Paddles (3): 24 x 29 cm, 18 x 24 cm, Small Breast.</li> <li>• Diagnostic Paddles (5): Frameless Spot Contact, 7.5 cm Spot Contact (for use during QC testing only), 10 cm Spot Contact, 15 cm Contact, 10 cm Magnification, 7.5 cm Spot Magnification.</li> <li>• Other: Magnification stand with platform, flat field phantom and case, geometry calibration phantom, Envision mammography platform interconnect cable kit. User, service, maintenance &amp; QC manuals</li> <li>• Shields: Envision 3D Mammography face shield, retractable.</li> <li>• MammoPad® Breast Cushion trial box.</li> <li>• Hologic Platinum Marketplace: Access to a comprehensive co-operative marketing program focused on business growth through patient and referring physician education. Online entry into the program will be provided once the order is placed and the online initiation form completed at <a href="http://hologicmarketplace.com/user/register">hologicmarketplace.com/user/register</a>.</li> </ul> <p>Installation: Installation by Hologic certified technicians.</p> <p>Warranty: Standard one-year parts and labor warranty. Warranty service coverage is Monday-Friday from 8:00 am to 5:00 pm local time.</p> <p>CONDITIONS:</p> <ul style="list-style-type: none"> <li>• Required but independently sold software features are not included gratis under Hologic Warranty, or Hologic Service Contracts that include software upgrades, and must be ordered separately.</li> <li>• Required system software updates that are included under Hologic Warranty, or Hologic Service Contracts will be provided at no charge.</li> </ul> |

| Product Name          | Long Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
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| ASY-12149             | <p>Hologic 3D Mammography™ high-resolution ready digital image receptor for Envision™ mammography platforms.</p> <p>Includes:</p> <p>Anti-scatter Grid</p> <p>Digital Image Receptor</p> <ul style="list-style-type: none"> <li>• Amorphous Selenium, TFT</li> <li>• Structure: Single 24 x 29 cm plate</li> <li>• Image Matrix Sizes: 2560 x 3328 (18 x 24 cm); 3328 x 4096 (24 x 29 cm)</li> <li>• Pixel Size: 0.070 mm</li> <li>• Limiting Spatial Resolution: 7.1 lp/mm</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| ENV-LIC-GAIDPRO-CLD   | <p>Genius AI® Detection PRO solution is a concurrent reading and reporting aid for physicians interpreting mammograms. This software license is intended for use with compatible Envision full-field digital mammography and digital breast tomosynthesis platforms.</p> <p>INCLUDES:</p> <ul style="list-style-type: none"> <li>• Genius AI Detection PRO solution 3-year, term-based software license</li> <li>• Coverage includes all software updates and upgrades commercially released during the 3-year period. Excludes third-party software updates and security patches, such as Microsoft Windows security updates and antivirus software.</li> <li>• On-demand webinar training available</li> </ul> <p>REQUIREMENTS:</p> <ul style="list-style-type: none"> <li>• Unifi Connect platform strongly recommended on gantry</li> </ul> <p>INSTALLATION:</p> <ul style="list-style-type: none"> <li>• Remote installation is included</li> <li>• Onsite installation support may require an additional fee</li> </ul> |
| GAIDPRO-TRAIN-INIT-01 | <p>Initial training is provided On-Demand from <a href="http://www.hologic.com/training">www.hologic.com/training</a> and/or for physicians from HologicAce.com. Training may be accessed at any time for unlimited staff for an unlimited period. Initial training is included in the purchase price of your license.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |

| Product Name        | Long Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
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| ASY-04662           | <p>Wall-mounted, felt-lined rack for storing system compression paddles. Each rack, sold separately, provides enough storage room for 3-4 compression paddles.</p> <p>Includes:</p> <ul style="list-style-type: none"> <li>• Paddle storage rack with felt lining</li> <li>• Wall-mounting bracket (installation not included)</li> <li>• Graphic paddle labels</li> </ul> <p>Dimensions:</p> <ul style="list-style-type: none"> <li>• W x H x D: 36 1/4" x 7" x 4" (from the wall)</li> <li>• Minimum Vertical Pitch: 12" to 14" when multiple racks are installed one above another</li> </ul> <p>Recommended:</p> <ul style="list-style-type: none"> <li>• Selenia® Dimension® Avia systems: min. 1 rack</li> <li>• Selenia Dimensions 2D systems: min. 2 racks</li> <li>• Selenia Dimensions 3D™ systems: min. 3 racks</li> <li>• 3Dimensions™ systems: min. 3 racks</li> </ul> <p>Requirements:</p> <ul style="list-style-type: none"> <li>• Must be securely attached to the wall</li> <li>• Must be installed by a professional installer</li> </ul> |
| ENV-TRAIN-APPS-INIT | <p>Training for the Envision mammography platform. One, 2-day session [16 hours] of initial onsite applications training for a maximum of 5 technologists based on training effectiveness and space limitations. Training must be completed within 24 months from date of purchase. Initial training is included in the purchase price of your system and unused training cannot be deducted from your purchase price.</p> <p>Required by FDA prior to training:</p> <ul style="list-style-type: none"> <li>• FFDM accreditation is required: apply to the ACR or your State for FFDM certification.</li> <li>• Once FFDM accredited, contact the MQSA FFDM Certification Extension Program for Tomosynthesis.</li> <li>• Sites must obtain ACR or State FFDM accreditation before using the tomosynthesis modality.</li> </ul> <p>Please note: Cancellation must be made 6 business days prior to the confirmed and scheduled training start date. Fee for cancellation within 6 business days of confirmed training is \$2,000.</p>                       |
| ENV-TRAIN-PHY-INIT  | <p>"Medical Physicist training for the Envision mammography platform. Initial training is included in the purchase price of your platform. Eight (8) hours of Hologic tomosynthesis educational training for a maximum of 2 physicists per site. This consists of three (3) hours of online tomosynthesis training for medical physicists to fulfill the 8-hour FDA requirement and five (5) hours of QC training with a Field Service Engineer. Online education must be completed within 24 months of equipment installation. QC education must be completed at the time of equipment installation. See course description for more details and requirements. Visit <a href="http://www.hologic.com/training">www.hologic.com/training</a> for a complete list of Hologic educational opportunities.</p> <p>Please note: Cancellation must be made 6 business days prior to the confirmed and scheduled training start date. Fee for cancellation within 6 business days of confirmed training is \$2,000"</p>                                            |
| DIM-TRAIN-RAD-INIT  | <p>Radiologist training for new 3Dimensions™ or Selenia® Dimensions® system(s). Initial training is included in the purchase price of your system and is valued at \$5,250 (unused training cannot be deducted from your purchase price). Access to Hologic's virtual tomosynthesis training course for up to 14 radiologists. This program fulfills the 8-hour FDA training requirement. See course description for more details and requirements. Visit <a href="http://www.hologic.com/training">www.hologic.com/training</a> for a complete list of Hologic educational opportunities.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                              |

Hologic Loyalty and Volume Discount

| Product Name            | Long Description                                                             |
|-------------------------|------------------------------------------------------------------------------|
| HLX-AI-LOYALTY-DISCOUNT | Customers who purchase 2 or more AI software receive an additional discount. |



## California Radiation Control Regulations Requirements Form

### NOTICE OF REQUIREMENT TO REGISTER FACILITY & EQUIPMENT

Section 30118(4)(b) of the California Code of Regulations requires “the vendor shall inform the receiver of each machine of the registration requirements of Section 30108 of these regulations”. Therefore, Hologic, Inc. is notifying you of the following:

#### **Facility & Equipment Registration:**

California state law requires facilities & equipment to be registered within thirty (30) days of acquisition of x-ray equipment with the state Department of Health Services. This includes modifications to the facility and/or addition of new equipment. (See California Code of Regulations, Sections 30108 through 30146).

Certain counties require notification and/or inspections prior to installation. You may also have to register with your local Dept. of Health Services.

#### **Bone Density Equipment (Operators)**

A radiologist with a Radiology Supervisor license or a physician with a Radiography Supervisor license, a CRT, or a RT can operate the DXA machine. Non-licensed and non-RT operators are required to obtain a Limited Permit to operate an X-ray Bone Densitometer. Please call the California Department of Health Services, Phone: (916)327-5106, to obtain an x-ray bone densitometry limited permit application form. To obtain a Limited Permit operators are required to attend a training program approved by the State of CA, followed by an exam.

**It is your responsibility to contact the appropriate state and local agencies to obtain the required forms and instructions. Please see attached page for contact information.**

#### **Acknowledgement of notice**

Please complete the following information and return to your Hologic, Inc. contact.

|                 |  |               |  |
|-----------------|--|---------------|--|
| Facility Name:  |  |               |  |
| Street Address: |  |               |  |
| City:           |  | Zip Code:     |  |
| Name:           |  |               |  |
| Title:          |  | Phone Number: |  |
| Signature:      |  | Date:         |  |

# California Radiation Control Regulations Requirements Form

## California

<https://www.cdph.ca.gov/Programs/CEH/DRSEM/Pages/RHB.aspx>

| Office                                         | Address                                                                                                                                                                                                                                                                                                                         | Telephone/Fax Numbers                        |
|------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------|
| Radiologic Health Branch<br>Sacramento         | <b>Mailing Address:</b><br>Department of Health Services<br>Radiologic Health Branch<br>PO Box 997414, MS 7610<br>Sacramento, CA 95899-7414<br><br><b>Physical Address:</b><br>Department of Health Services<br>Radiologic Health Branch<br>1500 Capitol Avenue, 5 <sup>th</sup> Floor,<br>MS 7610<br>Sacramento, CA 95814-5006 | Phone: (916) 327-5106<br>Fax: (916) 440-7999 |
| Radiologic Health Branch<br>Richmond           | 850 Marina Bay Parkway, Bldg. P,<br>1 <sup>st</sup> Floor<br>Richmond, CA 94804                                                                                                                                                                                                                                                 | Phone: (510) 620-3416<br>Fax: (510) 620-3874 |
| Radiologic Health Branch<br>Brea               | 500 S. Kraemer Blvd<br>Brea, CA 92821                                                                                                                                                                                                                                                                                           |                                              |
|                                                | Radioactive Materials (RAM),<br>Suite 235                                                                                                                                                                                                                                                                                       | Phone: (714) 524-1409<br>Fax: (714) 524-1908 |
|                                                | X-ray (Region 2*), Suite 235                                                                                                                                                                                                                                                                                                    | Phone: (714) 524-4450<br>Fax: (714) 524-1908 |
|                                                | X-ray (Region 5*), Suite 225                                                                                                                                                                                                                                                                                                    | Phone: (714) 524-5681<br>Fax: (714) 524-5682 |
| Radiologic Health Branch<br>Log Angeles County | Radiation Management<br>3530 Wilshire Boulevard, 9 <sup>th</sup> Floor<br>Los Angeles, CA 90010                                                                                                                                                                                                                                 | Phone: (213) 351-7897<br>Fax: (213) 351-2718 |
| Radiologic Health Branch<br>San Diego County   | <b>Mailing Address:</b><br>County of San Diego<br>Department of Environmental<br>Health, Radiological Health<br>Program<br>5500 Overland Ave, Suite 110 MS<br>O-560<br>San Diego, CA 92123                                                                                                                                      | Phone: (858) 694-3621<br>Fax: (858) 694-3629 |

\* **Region 2** serves the following counties:

Inyo, Kern, Kings, Mono, Monterey, San Benito, San Luis Obispo, Santa Barbara, Santa Cruz, Tulare, Ventura.

\* **Region 5** serves the following counties:

Imperial, Orange, Riverside, San Bernardino.



## Service Quote

| Hologic Internal Use Only |  |
|---------------------------|--|
| Entered By:               |  |
| Date Entered:             |  |
| Agreement Number:         |  |
| Customer PO:              |  |

**Location:**  
 NANCY AUSONIO MAMMOGRAPHY CENTER  
 240 SAN JOSE ST  
 SALINAS, CA 93901 US  
**Account #** 134986

**Quote #:** Q-495288  
**Quote Date:** 9/2/2026  
**Quote Expiration Date:** 12/1/2026

**Hologic Rep:** Caitlyn Peters  
**Contract Type:** Point of Sale

**ATTN:** John Kazel

**Phone:** 8317593092

**Fax:**

**Email:** jkazel@salinasvalleyhealth.com

| Model           | Serial Number | Service Type             | Annual List Price | Annual Net Price | Coverage Period | Coverage Period (in years) | Term Price   |
|-----------------|---------------|--------------------------|-------------------|------------------|-----------------|----------------------------|--------------|
| Envision System |               | PREFERRED ADVANTAGE PLAN | \$82,300.00       | \$61,725.00      | TBD             | 4.00                       | \$246,900.00 |
| Envision System |               | PREFERRED ADVANTAGE PLAN | \$82,300.00       | \$61,725.00      | TBD             | 4.00                       | \$246,900.00 |
| Envision System |               | PREFERRED ADVANTAGE PLAN | \$82,300.00       | \$61,725.00      | TBD             | 4.00                       | \$246,900.00 |
| Envision System |               | PREFERRED ADVANTAGE PLAN | \$82,300.00       | \$61,725.00      | TBD             | 4.00                       | \$246,900.00 |
| Envision System |               | PREFERRED ADVANTAGE PLAN | \$82,300.00       | \$61,725.00      | TBD             | 4.00                       | \$246,900.00 |

Coverage Period begins immediately upon the expiration of the Product Warranty.

|                                    |                  |
|------------------------------------|------------------|
| <b>Term Discount Total:</b>        | (USD 411,500.00) |
| <b>Agreement Term Price Total:</b> | USD 1,234,500.00 |

The Agreement is effective upon signature by both parties ("Effective Date"). The terms contained in the B&SH Maintenance & Repair Service Terms, available at [B&SH Maintenance & Repair Service Terms](#) or <https://www.hologic.com/hologic-master-sales-terms-conditions> ("Terms"), Service Quote, Exhibit A, and Exhibit B (Terms, Service Quote, and Exhibits, collectively, **Quote #:** Q-495288

the “Agreement”) shall govern the repair and maintenance services (“Services”) for equipment listed above (“Equipment”) and the use of related Hologic Software (Equipment and Software, collectively “Products”). In the event of a conflict between this Service Quote and the Terms, this Service Quote prevails.

The Agreement terms apply to the entire Coverage Period, even if the Coverage Period pre-dates the Effective Date. If the Quote is for Point of Sale Services, the Coverage Period will begin upon expiration of the applicable Product warranty period. For Point of Sale Services, the initial invoice date shall coincide with the Services start date. Prior to the end of the Coverage Period, this Agreement may be renewed, at a mutually agreed price, by executing an amendment signed by both parties.

**Customer Acceptance:** By signing below, Customer accepts this Agreement and agrees to be bound by the Terms. This Agreement supersedes all previous proposals for these Services and constitutes the complete and entire agreement between the parties. Any conflicting or additional terms, including those that may appear on a Customer purchase order, are rejected and of no effect unless agreed to in writing by the parties. A failure by either party to pursue an available remedy or enforce a material breach by the opposing party is not a waiver unless agreed to by the parties in writing. This Agreement must be signed by an authorized Customer representative and sent to Hologic with Customer's purchase order within sixty (60) days from the Quote Date stated above unless otherwise specified, and is subject to change or withdrawal by Hologic prior to acceptance by both Parties.

**CUSTOMER: NANCY AUSONIO MAMMOGRAPHY CENTER**

**HOLOGIC SALES AND SERVICE, LLC**

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

**BILL TO ADDRESS:**

**Hologic Contact:**

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

Name: Caitlyn Peters Phone: \_\_\_\_\_

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

Email: caitlyn.peters@hologic.com Fax: \_\_\_\_\_

Indicate Payment Frequency: \_\_\_\_\_  
(Annual, Monthly, Quarterly)

**THIS IS NOT AN INVOICE. INVOICE(S) WILL BE GENERATED FOLLOWING SUBMISSION OF EXECUTED SERVICE AGREEMENT  
AT THE TIME THE COVERAGE PERIOD BECOMES EFFECTIVE.**

Hologic is required by law to collect state and local taxes on all sales.  
Final invoices will include these amounts unless a valid exemption certificate is provided.

## Exhibit A Service Type Coverage

Standard Hours are Monday to Friday, 8am to 5pm local time, exclusive of Hologic-observed holidays.  
Extended Hours are Monday to Friday, 8am to 9pm local time, exclusive of Hologic-observed holidays.  
Coverage Period is stated on the Service Quote for individual Equipment and the applicable Service Type.

| Service Type             | Coverage Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|--------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| PREFERRED ADVANTAGE PLAN | <p>Preferred Advantage Plan (1) (2) (3) (4) (5) (6) (10)</p> <p>Bundle Offering Including Services and Software Coverage (Listed Below)</p> <p>Services include:</p> <ul style="list-style-type: none"> <li>• Technical support (Telephone and remote diagnostic) twenty-four (24) hours/day, seven (7) days/week, exclusive of Hologic-observed holidays.</li> <li>• All replacement parts including glassware. Includes standard shipping and handling costs to ship such parts to Customer.</li> <li>• Plastics coverage (replacement parts for all paddle plastics and face shields that are broken during the Coverage Period).</li> <li>• Travel time and labor coverage for on-site assistance during Standard Hours.</li> <li>• Same day on-site response for down Equipment during Standard Hours, and on-site emergency coverage for down Equipment, Monday to Friday, 5:00pm to 9:00pm local time, if call is received by Hologic by 2pm local time. If Hologic Field Engineer cannot respond on-site same day for calls received after 2pm local time during Standard Hours, such call will be dispatched the following business day.</li> <li>• Planned Maintenance ("PM") inspections performed in compliance with Hologic recommended cadence during Coverage Period completed on-site during Standard Hours.</li> <li>• Discount of twenty percent (20%) during Coverage Period on the following Professional Services: (i) clinical applications training; (ii) post implementation configuration and connectivity services; and (iii) equipment relocation services. Said discount is non-cumulative and cannot be combined with any other offer or discount in order to apply. Professional Services are provided during Standard Hours in accordance with the terms and conditions of such offerings.</li> <li>• American College of Radiology ("ACR") compliance.</li> <li>• Ninety-five percent (95%) uptime guarantee in accordance with Hologic's Equipment Performance Guarantee, attached hereto and incorporated herein as Exhibit C.</li> </ul> <p>Software Coverage includes:</p> <ul style="list-style-type: none"> <li>• Coverage for Hologic Software including but not limited to Intelligent 2D™ Software, 3D Quorum Software.</li> <li>• All Software Updates and Software Upgrades commercially released during the Coverage Period for the Products/options purchased. Installation during Standard Hours.</li> <li>• Installation is included ONLY IF travel time and labor coverage is in place for the applicable Equipment and will be completed during Standard Hours. If travel time and labor coverage is not in place for the applicable Equipment, travel time and labor will be assessed at rates current one the date of install.</li> <li>• Excludes all software products sold as term-based licenses purchased through a capital sale which is inclusive of service coverage.</li> <li>• Excludes third-party Software updates and security patches, such as Microsoft Windows security updates and antivirus software.</li> <li>• Excludes replacement parts and hardware necessitated by Software Updates and Software Upgrades.</li> </ul> |

## SERVICE TYPE AND COVERAGE NOTES

(1) Requires Customer to provide a network connection for Unifi™ Connect™ SSL remote network access solution for each Product under the following equipment categories: Digital Mammography, Digital CAD, Bone Density, MultiView, and Prima. In the event that the Customer cannot provide such remote access, Hologic may not be able to, and shall not be liable for failure to, meet response times or uptime as specified in the Agreement.

(2) Equipment that is out of Product Warranty and not covered by a current service agreement must conform to Hologic's customary standards of configuration, performance, manner of use, or installation ("Specifications") before Hologic will accept a new Agreement. Customer is responsible for all expenses to bring any such Equipment, components and software into conformance with Specifications at Hologic's prevailing travel time, labor, and parts rates.

(3) Two (2) Preventive Maintenance ("PM") inspections do not apply to (i) Digital CAD Equipment, Trident HD Equipment, or Brevera Equipment, which receives only one (1) PM inspection per year; and (ii) Akrus Chair, MultiView, and Prima Equipment, which do not require a PM inspection.

(4) For each equipment category listed below, glassware shall mean, but is not limited to:

- x-ray tube and digital array detector, for Digital Mammography, Direct Radiography, and Trident Equipment;
- x-ray tube and CCD camera, for Analog Mammography Equipment;
- x-ray tube, high voltage power supply assembly, and image intensifier or flat detector, for Fluoroscan Equipment;
- x-ray tube, high voltage power supply assembly, and array detector, for Bone Density Equipment.
- reusable driver, for Brevera Equipment. Notwithstanding anything to the contrary elsewhere in the Agreement, the reuseable driver is subject to the Reusable Driver Exchange Program. Replacement parts are supplied on an exchange basis; replaced parts removed from the Equipment shall become the property of Hologic.

(5) Platinum Service Type for Prima Equipment excludes Software updates.

(6) Equipment is considered "down" when an Equipment unit, or any function thereof, is inoperable (unavailable to treat or diagnose patients, or with respect to Equipment used by the Customer solely for research projects, cannot be used to perform research). Response to service call for down Equipment due to external failures (e.g., abuse, loss of air-conditioning, power failure, power surges beyond specified equipment tolerances, attempted and/or unauthorized third party repair, all other Acts of God, etc.) may be subject to travel time and labor rates.

(7) Plastics Coverage available at an additional cost.

(8) On-site emergency coverage for down Equipment, Saturday 8:00am to 5:00pm, available at an additional cost

(9) Reusable Driver Exchange Program: Hologic will provide Customer with replacement reusable driver ("Replacement Driver"), including all shipping expenses, in exchange for Customer's reusable driver ("Exchanged Driver"). Upon installation of the Replacement Driver ("Exchange Effective Date"), the Customer shall retain title and right of possession to the Replacement Driver and the Exchanged Driver shall be removed from the Equipment and shall become the sole property of Hologic, with Hologic retaining title and right of possession to the Exchanged Driver. Customer acknowledges and agrees that the Exchanged Driver shall be returned to Hologic within fifteen (15) days of the Exchange Effective Date with a Return Merchandise Authorization ("RMA"). RMA should be requested by calling Hologic at 800-442-9892. Failure to return the Exchanged Driver within allotted time frame may result in additional fees.

(10) "Software Updates" are generally available software modifications that correct errors or address safety or quality issues, such as maintenance-only releases, and bug fixes. "Software Upgrades" are new releases of software that contain enhancements improving functionality or capabilities, which are made commercially available by Hologic. Hologic may, in its sole discretion, determine if a new release is a Software Update or a Software Upgrade. Service coverage for Software Updates and Software Upgrades is determined by the Service Type, or as required by applicable law. Unless otherwise indicated by the Service Type or required by applicable law, Customer must request installation of Software Updates and Software Upgrades during the Coverage Period for coverage.

### Agreement Exclusions:

- New or additional hardware that is required to run software updates or upgrades unless Renew Option is purchased.
- All consumables, including, but not limited to, bar code stickers, cleaning supplies, table pads, positioning devices, ink cartridges, exam table paper, batteries, separator sheets, suction cups, test films, ultrasound gel, test fixtures, test phantoms, and printer paper.
- Software Support Service Type excludes installation by a Hologic Field Engineer. Option of installation by Hologic Field Personnel during Standard Hours is available at current travel time and labor rates.
- Precision Service Type excludes travel time, labor or parts expenses that are necessary to bring the Equipment to within Hologic specifications and/or American College of Radiology ("ACR") Compliance. If required, such expenses will be assessed at then-current travel time, labor and parts rates.

## Exhibit B

### Product Support Information

| Product                 | Support Hours                                                                            | Phone        | Email                           |
|-------------------------|------------------------------------------------------------------------------------------|--------------|---------------------------------|
| Dimensions              | 7:00am– 8:00pm EST live support<br>(on-call support available 24hours/day, 7 days/week)  | 877-371-4372 | mammosupport@hologic.com        |
| Affirm Biopsy           | 7:00am – 8:00pm EST live support<br>(on-call support available 24hours/day, 7 days/week) | 877-371-4372 | mammosupport@hologic.com        |
| Selenia;                | 7:00am – 8:00pm EST live support<br>(on-call support available 24hours/day, 7 days/week) | 877-371-4372 | mammosupport@hologic.com        |
| Digital StereoLoc II    | 7:00am – 8:00pm EST live support<br>(on-call support available 24hours/day, 7 days/week) | 877-371-4372 | mammosupport@hologic.com        |
| Affirm Prone Biopsy     | 7:00am – 8:00pm EST live support<br>(on-call support available 24hours/day, 7 days/week) | 877-371-4372 | mammosupport@hologic.com        |
| SecurView Workstations  | 7:00am – 8:00pm EST live support<br>(on-call support available 24hours/day, 7 days/week) | 877-371-4372 | mammosupport@hologic.com        |
| Prima Workstation       | 7:00am– 8pm EST live support<br>(on-call support available 24hours/day, 7 days/week)     | 877-371-4372 | mammosupport@hologic.com        |
| Aixplorer               | 7:00am – 8:00pm EST live support<br>(on-call support available 24hours/day, 7 days/week) | 877-371-4372 | mammosupport@hologic.com        |
| Digital CAD             | 7:00am – 8:00pm EST live support<br>(on-call support available 24hours/day, 7 days/week) | 877-371-4372 | sc.techsupport@hologic.com      |
| Analog CAD              | 7:00am – 8:00pm EST live support<br>(on-call support available 24hours/day, 7 days/week) | 877-371-4372 | sc.techsupport@hologic.com      |
| MultiView/Aegis         | 7:00am – 8:00pm EST live support<br>(on-call support available 24hours/day, 7 days/week) | 877-371-4372 | MultiViewSupport@hologic.com    |
| SecurXchange            | 7:00am – 8:00pm EST live support<br>(on-call support available 24hours/day, 7 days/week) | 877-371-4372 | SecurXchangeSupport@hologic.com |
| Trident                 | 7:00am – 8pm EST live support<br>(on-call support available 24hours/day, 7 days/week)    | 877-371-4372 | DANisupport@hologic.com         |
| Multicare/M-IV Platinum | 7:00am – 8:00pm EST live support<br>(on-call support available 24hours/day, 7 days/week) | 877-371-4372 | DANisupport@hologic.com         |
| ATEC Consoles           | 7:00am – 7:00pm EST live support                                                         | 877-371-4372 | mammosupport@hologic.com        |
| MRI                     | 7:00am – 8:00pm EST live support                                                         | 800-537-3860 | N/A                             |
| Insight2/FD             | 7:00am – 8:00pm EST live support                                                         | 800-321-4659 | BED-ASPPT@hologic.com           |
| Bone                    | 7:00am – 8:00pm EST live support                                                         | 800-321-4659 | BED-ASPPT@hologic.com           |
| Sahara                  | 7:00am – 8:00pm EST live support                                                         | 800-321-4659 | BED-ASPPT@hologic.com           |

## Exhibit C

### Equipment Performance Guarantee

#### Definitions

“*Equipment*” means Customer's portfolio of Hologic manufactured or licensed equipment which is covered under a Service Plan.

“*Service Plan*” means the Services coverage period of an applicable Hologic service agreement.

“*Measurement Period*” means the twelve (12) month period beginning on the effective date of the Product Warranty Period or Service Plan coverage period, as applicable, and each twelve (12) month period thereafter (or the actual operative period of time if less than twelve (12) months).

“*Hours of Operation*” means Monday to Friday, 8:00 am to 5:00 pm, exclusive of Hologic-observed holidays, or the Equipment's onsite coverage hours pursuant to the applicable Service Plan documentation.

“*Base Hours*” means the total number hours, based on the Hours of Operation, in a Measurement Period.

“*Downtime Event*” means each unscheduled incident when any Equipment is inoperable (unavailable to treat or diagnose patients, produce diagnostic images, report results, or process samples), beginning when a documented Customer notification of each Downtime Event is received by Hologic and continuing until the Equipment is restored to operable condition in accordance with Specifications. A Downtime Event excludes (i) any scheduled downtime event, including but not limited to preventive maintenance, proactive parts replacement, or installation of Software updates or upgrades; and (ii) repairs or adjustments to the Equipment required due to misuse, operator error, negligence of Customer or its employees or agents, or inadequate environmental conditions, including but not limited to air conditioning conditions or failure, power failure, or supply of power below or in excess of the Equipment Specifications. If Hologic is notified of a Downtime Event outside the applicable Hours of Operation, Downtime will commence at the start of Hours of Operation on the following business day.

“*Downtime Hours*” means the total number of hours that Customer's Equipment experienced a Downtime Event during Hours of Operation, excluding any time (in hours) that Customer restricts, limits or prevents access to the Equipment experiencing the Downtime Event by Hologic service personnel or authorized agents.

#### Performance Guarantee

During the Service Plan, Hologic shall be responsible for the reliability of the Equipment and warrants that for each Measurement Period, Equipment covered under such Service Plan will operate in accordance with Hologic's then-current standards of configuration, performance, manner of use, or installation (“*Specifications*”) for the percentage of time stated in the applicable Service Plan documentation (“*Uptime Standard*”).

Hologic and Customer agree the Uptime Standard requires that, where the Equipment has remote diagnostic capabilities, Customer provides a dedicated VPN connection for each item of Equipment for remote diagnostic troubleshooting purposes via Hologic Connect™ SSL remote network access solution.

The Uptime Standard is calculated by subtracting Downtime Hours from the Base Hours, dividing that number by the Base Hours, and then multiplying the result by one hundred (100).

Customer and Hologic are each responsible for measuring Downtime Hours, and the parties may meet annually if requested by Customer at least thirty (30) days in advance, to review their calculations and determine whether the guaranteed Uptime Standard was met during the applicable Measurement Period. Hologic will extend the applicable Service Plan coverage period by one (1) week, up to a maximum of five (5) weeks, for each percentage point below the guaranteed Uptime Standard.

## Salinas Valley Health Clinics

**Project:** 240 San Jose Mammography Equipment Replacement

**Architect:** None

Estimate Date: 9/14/2026

Estimate Version: 2

Estimate Total: \$2,960,000

Approved Budget:

Prepared by: SM

| Estimate Summary |                                       |  | Project Breakdown  |
|------------------|---------------------------------------|--|--------------------|
| Cost Code        | Description                           |  |                    |
|                  | <b>Design</b>                         |  |                    |
| 201              | Professional Fees                     |  | \$150,000          |
|                  | <b>Inspections &amp; Consutlation</b> |  |                    |
| 303              | Testing                               |  | \$30,000           |
|                  | <b>AHJ Fees</b>                       |  |                    |
| 400              | Permits                               |  | \$10,000           |
|                  | <b>Soft Costs</b>                     |  |                    |
| 502              | Construction Management               |  | \$45,000           |
|                  | <b>Medical Equipment</b>              |  |                    |
| 701              | Imaging Equipment                     |  | \$2,600,000        |
| 9900             | Project Contingency                   |  | \$125,000          |
| <b>Totals</b>    |                                       |  | <b>\$2,960,000</b> |

## Board Paper: Finance Committee

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Agenda Item: **Consider Recommendation for Board Approval of Enterprise Health, Employee Health Electronic Health Records (EHR); RFP Utilized**

Executive Sponsor: Michelle Barnhart Childs, Chief Human Resources Officer

Date: September 21, 2026

### Executive Summary

SVH Administration requests a recommendation for the SVH Finance Committee for Board approval for **ENTERPRISE HEALTH** electronic record system for our Employee Health program.

### Background/Situation

Following a comprehensive RFP evaluation comparing three options: **ENTERPRISE**, **CORITY**, and our current software (**READYSET**); **ENTERPRISE** is recommended as the optimal Employee Health electronic record system for our Employee Health program to improve efficiency and reporting compliance.

### Key Decision Drivers

- **Out-of-the-Box Functionality:** **ENTERPRISE** includes most required Occupational and Employee Health capabilities in its standard offering. Unlike competing platforms, it minimizes the need for complex, costly post-implementation customization.
- **Ease of Use & Workflow Efficiency:** The intuitive user interface and streamlined workflows reduce manual documentation and workarounds, employee input flows into nurse charting, supporting immediate staff adoption and compliance tracking.
- **Lower IT Burden:** **ENTERPRISE** offers strong native integration with key enterprise systems (Epic and Workday) without requiring as an extensive internal IT bandwidth, dedicated technical resources, or ongoing administrator overhead demanded by **CORITY**.
- **Attentive & Knowledgeable Partner:** Reference calls and evaluation sessions consistently highlighted the exceptional quality of **ENTERPRISE**'s team - noting their deep domain expertise especially in the healthcare realm, immediate answers to technical queries, and responsive customer support. Their team understood the needs of a healthcare system where as **CORITY** was more industry based and required more of the internal team here at Salinas Valley Health.
- **Scalability & Workplace Violence (WPV) Expansion:** **ENTERPRISE** users comment on their work on a robust framework for long-term growth, including room to expand into emerging operational needs such as Workplace Violence (WPV) reporting, telehealth and other areas of healthcare to align with our goals in Employee Health.

### Alternative Options Summary

- **CORITY (Parent Company to READYSET):** Offers advanced analytics and broad enterprise safety features, but carries the highest total cost of future ownership, high implementation complexity, an unintuitive health workflow, and heavy ongoing reliance on IT support.
- **Current Vendor (READYSET):** Represents the lowest short-term cost, but presents long-term viability risks. The platform requires extensive manual workarounds that have been found to take a lot of time to implement, offers reporting that is not clearly defined, and suffers from inconsistent support. Furthermore, the parent company (**CORITY**) declined requests to submit an RFP for **READYSET**, encouraging a migration instead to **CORITY**. We have been told there will be limited support moving forward with the current platform.

## Conclusion

While **ENTERPRISE** requires a higher initial implementation investment than remaining with our current vendor, its out-of-the-box readiness, ease of use, lower ongoing IT dependency, vendor responsiveness and supportive answers provide the highest operational return on investment and best position to our program for future growth.

## Timeline/Review Process to Date

- RFP Process: Notification of RFP Issued June 10, 2026
- September 21, 2026: Notification to the SVH Finance Committee and request for recommendation to the SVH board for approval
- September 24, 2026: Consideration for approval **ENTERPRISE HEALTH EHR** by the SVH Board of Directors

## Strategic Plan Alignment

The primary purpose of this proposal is to replace the Employee Health Department's current EHR, which suffers from limited technical support and requires extensive manual data manipulation to produce effective reports, with **ENTERPRISE HEALTH**, a dedicated Occupational Health EHR. Upgrading to an actively supported, intuitive, automated platform directly advances the hospital's strategic plan by eliminating operational bottlenecks, lowering institutional risk, and driving efficiency across three core organizational pillars:

## Pillar/Goal Alignment

☒ Quality/Safety   ☐ People   ☐ Operations   ☒ Finance   ☒ Growth   ☐ Community/Service

| Key Contract Terms             | Vendor: Enterprise Health                                                    |
|--------------------------------|------------------------------------------------------------------------------|
| 1. Proposed effective date     | 9/28/2026                                                                    |
| 2. Term of agreement           | Three (3) Years initial terms                                                |
| 3. Renewal terms               | Subsequent annual auto-renewal                                               |
| 4. Termination provision(s)    | After 3-Year initial term, may terminate with 90 days notice                 |
| 5. Payment Terms               | Within 45 days of invoice date                                               |
| 6. Annual cost                 | Estimated Annual Subscription Fee: \$85,360.00; First Year Fee: \$261,360.00 |
| 7. Cost over life of agreement | TBD                                                                          |
| 8. Budgeted (indicate y/n)     | Yes 27/28                                                                    |

## Recommendation

**SVH Administration requests a recommendation from the SVH Finance Committee to the SVH Board for Approval for the three year agreement with Enterprise Health for the Electronic Health Record System at a cost in the amount of \$432,080.00.**

## Attachments

- Board Packet Checklist
- RFP Scorecard
- Most current draft MSA & SOW w/Enterprise Health

**BOARD Packet Submission Checklist**  
**New Employee Health Electronic Health Record (EHR) Vendor**

*The original of this completed/fully signed checklist and all required supporting documents are to be hand-delivered to reviewer listed below:*

☒ BOARD or CEO PAPER

☐ KEY CONTRACT TERMS

☐ CONTRACT

☒ PROCUREMENT PROCESS DOCUMENTATION

☒ If for data processing/telecommunications goods/services of \$25,000 or more, check applicable option and include documentation: VP IT must review.

☒ RFP documentation *unless sole source or GPO applies. (2 vendor bid minimum)*

☐ If Sole source – provide detailed justification

☐ If GPO, submit qualifying verification from Supply Chain

☐ If for professional/other services or medical/surgical equipment and supplies \$400,000 or more, check applicable option and include documentation:

☐ RFP documentation *unless sole source or GPO applies. (2 vendor bid minimum)*

☐ If Sole source – provide detailed justification

☐ If GPO, submit qualifying verification from Supply Chain

☐ If for non-medical materials/supplies/Public Works \$25,000 or more, check applicable option and include documentation:

☐ RFP/Invitation for bids documentation (2 vendor bid minimum)

☐ If Sole source – provide detailed justification

☐ If GPO, submit qualifying verification from Supply Chain

Legal counsel/Contract Administrator/Specialist reviewed: No \_\_\_ or Yes X By Whom: N. James

**SUBMITTED BY DEPARTMENT DIRECTOR OR DEPARTMENT ADMINISTRATOR:**

Lisa Patricia Cueller  
Signature

Director Employee Health  
Title/Dept.

9/14/2026  
Date

**REVIEWED BY: (In the following order) – If Capital; Axiom approval in lieu of signature.**

VP IT: (if applicable) Andrey Parks

Date: 09/14/2026

Director Supply Chain: Judi Melton

Date: 09/14/2026

# RFP EVALUATION SCORECARD

Reviewers must check one score (0-5) for each criteria. Multiplying the marked score by the multiplier will result in the total points awarded for that criterion

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                       |                                                    |                                             |                                                            |                                                  |                                                    |                   |                                                                                                                                     |                                                                                          |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------|----------------------------------------------------|---------------------------------------------|------------------------------------------------------------|--------------------------------------------------|----------------------------------------------------|-------------------|-------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------|
| NAME OF BIDDER:<br><b>Enterprise</b><br>RFP TITLE:<br><b>EHR FOR EHS</b><br>NAME OF REVIEWER:<br><b>Jill Peralta Cuellar</b><br><b>Julie Koesel</b><br><b>Caroline Sullivan</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <b>Score</b><br><b>Unsatisfactory</b><br><b>0 pts</b> | <b>Score</b><br><b>Satisfactory</b><br><b>1 pt</b> | <b>Score</b><br><b>Good</b><br><b>2 pts</b> | <b>Score</b><br><b>Very</b><br><b>Good</b><br><b>3 pts</b> | <b>Score</b><br><b>Excellent</b><br><b>4 pts</b> | <b>Score</b><br><b>Outstanding</b><br><b>5 pts</b> | <b>Multiplier</b> | <b>Points</b><br><b>Awarded</b><br><b>(mark score</b><br><b>from (0-5</b><br><b>and</b><br><b>multiply by</b><br><b>multiplier)</b> | <b>Maximum</b><br><b>Points</b><br><b>Available</b><br><b>(5 x</b><br><b>multiplier)</b> |
| 1. <b>PRICING</b><br>(implementation/annual/<br>migration of data)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                       |                                                    |                                             | <b>3</b>                                                   |                                                  |                                                    | (x 3)             | <b>9</b>                                                                                                                            | 15                                                                                       |
| 2. <b>ADD ON COSTS</b><br>(additional services/users)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                       |                                                    |                                             | <b>3</b>                                                   |                                                  |                                                    | (x 1)             | <b>3</b>                                                                                                                            | 5                                                                                        |
| 3. <b>SUPPORT &amp; SERVICE</b><br>(avg resolution time; support<br>levels)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                       |                                                    |                                             |                                                            | <b>4</b>                                         |                                                    | (x 3)             | <b>12</b>                                                                                                                           | 15                                                                                       |
| 4. <b>CUSTOMER</b><br><b>SATISFACTION &amp;</b><br><b>STAFF RETENTION</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                       |                                                    |                                             |                                                            | <b>4</b>                                         |                                                    | (x 1)             | <b>4</b>                                                                                                                            | 5                                                                                        |
| 5. <b>EASE OF USE</b><br>(workflow & efficiency)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                       |                                                    |                                             |                                                            | <b>4</b>                                         |                                                    | (x 4)             | <b>16</b>                                                                                                                           | 20                                                                                       |
| 6. <b>FEATURES</b><br>(Reports/customization/<br>integrations/growth)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                       |                                                    |                                             |                                                            | <b>4</b>                                         |                                                    | (x 4)             | <b>16</b>                                                                                                                           | 20                                                                                       |
| 7. <b>IT analysis of compatibility</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                       |                                                    |                                             |                                                            | <b>4</b>                                         |                                                    | (x 4)             | <b>16</b>                                                                                                                           | 20                                                                                       |
| <b>TOTAL</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                       |                                                    |                                             |                                                            |                                                  |                                                    |                   | <b>76</b>                                                                                                                           | 100                                                                                      |
| Comments on individual score selections or general comments during review of response:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                       |                                                    |                                             |                                                            |                                                  |                                                    |                   |                                                                                                                                     |                                                                                          |
| #1: This is the most expensive option to implement, however, out-of-the-box this system includes the majority of features our clinic needs to meet compliance requirements and support our goal of advancing clinical practice within the department. Has experience with migrating data from Ready Set and integrating data with Workday and Epic – may be able to remove outbound Workday fees (~\$4K)                                                                                                                                                                                                                                             |                                                       |                                                    |                                             |                                                            |                                                  |                                                    |                   |                                                                                                                                     |                                                                                          |
| #2: Reasonable costs to add on additional services, although based on demonstrations, RFP response, and understanding of out-of-the-box capabilities and available integrations, we believe the integration costs includes the configuration required to meet our team’s needs. As a result, we do not anticipate significant additional configuration or implementation costs after go-live.                                                                                                                                                                                                                                                        |                                                       |                                                    |                                             |                                                            |                                                  |                                                    |                   |                                                                                                                                     |                                                                                          |
| #3. The standard support and service provided by the sales and implementation team thus far have been excellent. Basic level of support should meet our needs, although we would have the ability to add on tier-level premium support. They have already been able to answer questions and provide solutions to some challenges with our current workflow. We have had two demonstrations with specific workflow questions answered. We have had access to training videos, which have been extremely easy to understand and digest. During calls with references, they reiterated that support was responsive and helpful.                         |                                                       |                                                    |                                             |                                                            |                                                  |                                                    |                   |                                                                                                                                     |                                                                                          |
| #4. Staff retention within national average; References provided neutral to positive feedback – all stating they would choose Enterprise again. Primary reason for neutral feedback was preference for previous system, trying to make Enterprise work like previous system, staff resistance to the system. References stressed the importance of outlining functionality in the scope of work, and being careful what is customized during configuration.                                                                                                                                                                                          |                                                       |                                                    |                                             |                                                            |                                                  |                                                    |                   |                                                                                                                                     |                                                                                          |
| #5. This is system is significantly different from our current platform, but intuitive and easy to use. Minor customization capabilities and demonstrations have shown ease of use to improve workflow and efficiency. Our staff is supportive of the training required to transition to this system. Documentation flows seamlessly between forms, resulting in significant reduction in duplicate charting, manual workarounds, and reliance on external platforms to complete tasks. The supervisor portal is functional and easily digestible for live-view of staff compliance.                                                                 |                                                       |                                                    |                                             |                                                            |                                                  |                                                    |                   |                                                                                                                                     |                                                                                          |
| #6. Demonstrations of minor customization of the out-of-the-box capabilities have shown improved reporting capabilities, compliance monitoring and notification options; room for growth as our department grows. The reports are user-friendly compared to our current system. Most of the notifications can be automated. Workflows make sense and are set up for ease of use and less clicking than current program. They continue to look for new things and ways to grow. Current new item is AI, telehealth and voice charting. Their stated items for growth are to support hospital base EHS and Occupational Health if provider brought in. |                                                       |                                                    |                                             |                                                            |                                                  |                                                    |                   |                                                                                                                                     |                                                                                          |
| #7. The vendor reports extensive experience completing Ready Set data migration, and integrations with Workday and Epic. They have provided all information promptly and efficiently to IT as requested.                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                       |                                                    |                                             |                                                            |                                                  |                                                    |                   |                                                                                                                                     |                                                                                          |

# RFP EVALUATION SCORECARD

Reviewers must check one score (0-5) for each criteria. Multiplying the marked score by the multiplier will result in the total points awarded for that criterion

| NAME OF BIDDER:<br><b>Cority</b><br>RFP TITLE:<br><b>EHR FOR EHS</b><br>NAME OF REVIEWER:<br><b>Jill Peralta Cuellar</b><br><b>Julie Koesel</b><br><b>Caroline Sullivan</b> | Score<br>Unsatisfactory<br>0 pts | Score<br>Satisfactory<br>1 pt | Score<br>Good<br>2 pts | Score<br>Very<br>Good<br>3 pts | Score<br>Excellent<br>4 pts | Score<br>Outstanding<br>5 pts | Multiplier | Points<br>Awarded<br>(mark score<br>from (0-5<br>and<br>multiply by<br>multiplier) | Maximum<br>Points<br>Available<br>(5 x multiplier) |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|-------------------------------|------------------------|--------------------------------|-----------------------------|-------------------------------|------------|------------------------------------------------------------------------------------|----------------------------------------------------|
| 1. <b>PRICING</b><br>(implementation/annual/<br>migration of data)                                                                                                          |                                  |                               | 2                      |                                |                             |                               | (x 3)      | 6                                                                                  | 15                                                 |
| 2. <b>ADD ON COSTS</b><br>(additional services/users)                                                                                                                       |                                  |                               | 2                      |                                |                             |                               | (x 1)      | 2                                                                                  | 5                                                  |
| 3. <b>SUPPORT &amp; SERVICE</b><br>(avg resolution time;<br>support levels)                                                                                                 |                                  |                               | 2                      |                                |                             |                               | (x 3)      | 6                                                                                  | 15                                                 |
| 4. <b>CUSTOMER<br/>SATISFACTION &amp;<br/>STAFF RETENTION</b>                                                                                                               |                                  |                               |                        | 3                              |                             |                               | (x 1)      | 3                                                                                  | 5                                                  |
| 5. <b>EASE OF USE</b><br>(workflow & efficiency)                                                                                                                            |                                  |                               | 2                      |                                |                             |                               | (x 4)      | 8                                                                                  | 20                                                 |
| 6. <b>FEATURES</b><br>(Reports/customization/<br>integrations/growth)                                                                                                       |                                  |                               |                        | 3                              |                             |                               | (x 4)      | 12                                                                                 | 20                                                 |
| 7. <b>IT analysis of<br/>compatibility</b>                                                                                                                                  |                                  |                               |                        | 3                              |                             |                               | (x 4)      | 12                                                                                 | 20                                                 |
| <b>TOTAL</b>                                                                                                                                                                |                                  |                               |                        |                                |                             |                               |            | <b>49</b>                                                                          | <b>100</b>                                         |

Comments on individual score selections or general comments during review of response:

#1. While the implementation fee is lower overall, the data migration cost is higher than expected for a migration within the same organization. The annual fee is comparable to competitors, but out-of-the box functionality offers less value.

#2. Additional costs are unclear, based on discussions with current users, anticipate additional system customization costs. Reference reviews indicated significant customization has been required to support Occ Health workflows. Initial pricing on RFP was quoted with half our current contracted head count – they adjusted to current contracted head count within our current system with no additional upcharge/cost via email. There are lots of extra features available within the system, many of which cover environmental safety, all at an additional cost.

#3. Tiered support services at premium cost for anything above basic help desk service. Quoted for 40 CAP hours yearly support at cost of \$9,900. One reference provided glowing review, but noted that they purchased 270 hours of additional support in less than two years since implementation, which they advised was used primarily for assistance and system configuration projects. Work group for Cority reported dissatisfaction and frustrations with updates and company difficulty with assuming liability when it comes to the AI Function.

#4. Did not respond on RFP directly to staff retention rate. Reference rated very high, and have premium level of support, had previous Cority experience, and higher-level technical knowledge. They reported positive experience with the system, and staff support.

#5. Based on the demonstration, the workflows do not seem intuitive or efficient, making it appear more complex and chaotic. The forms do not communicate with each other, and require significant navigating and clicking to complete workflows. Not overall user friendly. This area is feels more like a lateral move than an advancement.

#6. Based on the demonstration, there are more options for reporting and customization than what we currently have with Ready Set, but it does seem like most of this would be on us to complete. It seems the out-of-the-box presentation that would then be on us to develop and manipulate on our part to make it work for us. The system also lacks a robust dashboard for quick access to key metrics and high-level statistics. The AI functionality appears to be a potentially valuable feature for future growth, particularly for visit summaries (clinic growth) and workflow support – however at a cost. This is an area for future growth.

#7. Given that we are already working within the same company with Ready Set, we do not anticipate significant IT concerns; however, previous IT and Epic projects have been challenging and may require additional coordination. Additionally, customer feedback has raised separate concerns regarding AI Liability and exclusions related to patient data use and AI training that require further clarification.

## RFP EVALUATION SCORECARD

*Reviewers must check one score (0-5) for each criteria. Multiplying the marked score by the multiplier will result in the total points awarded for that criterion*

| NAME OF BIDDER:<br><b>IMMUWARE</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Score<br><i>Unsatisfactory</i><br>0 pts | Score<br><i>Satisfactory</i><br>1 pt | Score<br><i>Good</i><br>2 pts | Score<br><i>Very Good</i><br>3 pts | Score<br><i>Excellent</i><br>4 pts | Score<br><i>Outstanding</i><br>5 pts | Multiplier | Points<br>Awarded<br>(mark score<br>from (0-5<br>and<br>multiply by<br>multiplier) | Maximum<br>Points<br>Available<br>(5 x multiplier) |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|--------------------------------------|-------------------------------|------------------------------------|------------------------------------|--------------------------------------|------------|------------------------------------------------------------------------------------|----------------------------------------------------|
| RFP TITLE:<br><b>EHR FOR EHS</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                         |                                      |                               |                                    |                                    |                                      |            |                                                                                    |                                                    |
| NAME OF REVIEWER:<br><b>Jill Peralta Cuellar</b><br><b>Julie Koesel</b><br><b>Caroline Sullivan</b>                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                         |                                      |                               |                                    |                                    |                                      |            |                                                                                    |                                                    |
| <b>EVALUATION CRITERIA LISTING</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                         |                                      |                               |                                    |                                    |                                      |            |                                                                                    |                                                    |
| EXAMPLE - 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                         |                                      |                               |                                    |                                    |                                      | (x 5)      |                                                                                    |                                                    |
| EXAMPLE - 2                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                         |                                      |                               |                                    |                                    |                                      | (x 2)      |                                                                                    |                                                    |
| EXAMPLE - 3                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                         |                                      |                               |                                    |                                    |                                      | (x 1)      |                                                                                    |                                                    |
| 1. <b>PRICING</b><br>(implementation/annual/<br>migration of data)                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                         |                                      |                               |                                    |                                    |                                      | (x 3)      |                                                                                    | 15                                                 |
| 2. <b>ADD ON COSTS</b><br>(additional services/users)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                         |                                      |                               |                                    |                                    |                                      | (x 1)      |                                                                                    | 5                                                  |
| 3. <b>SUPPORT &amp; SERVICE</b><br>(avg resolution time;<br>support levels)                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                         |                                      |                               |                                    |                                    |                                      | (x 3)      |                                                                                    | 15                                                 |
| 4. <b>CUSTOMER<br/>SATISFACTION &amp;<br/>STAFF RETENTION</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                         |                                      |                               |                                    |                                    |                                      | (x 1)      |                                                                                    | 5                                                  |
| 5. <b>EASE OF USE</b><br>(workflow & efficiency)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                         |                                      |                               |                                    |                                    |                                      | (x 4)      |                                                                                    | 20                                                 |
| 6. <b>FEATURES</b><br>(Reports/customization/<br>integrations/growth)                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                         |                                      |                               |                                    |                                    |                                      | (x 4)      |                                                                                    | 20                                                 |
| 7. <b>IT analysis of<br/>compatibility</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                         |                                      |                               |                                    |                                    |                                      | (x 4)      |                                                                                    | 20                                                 |
| <b>TOTAL</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                         |                                      |                               |                                    |                                    |                                      |            |                                                                                    | 100                                                |
| Comments on individual score selections or general comments during review of response: After discussions with company, this would be a lateral move and no cost benefit since their services are not more than we currently have.<br><br>#1. N/A<br>#2 N/A<br>#3. N/A<br>#4. N/A<br>#5. N/A<br>#6. Same as current software being used. No added value<br>#7. Good quality but basic for what are needs are. Lateral move on technology.<br><br><b>Determined ahead of RFP that IMMUWARE would not meet the needs of our department.</b> |                                         |                                      |                               |                                    |                                    |                                      |            |                                                                                    |                                                    |

## RFP EVALUATION SCORECARD

*Reviewers must check one score (0-5) for each criteria. Multiplying the marked score by the multiplier will result in the total points awarded for that criterion*

| NAME OF BIDDER:<br><b>Ready Set</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Score<br>Unsatisfactory<br>0 pts | Score<br>Satisfactory<br>1 pt | Score<br>Good<br>2 pts | Score<br>Very<br>Good<br>3 pts | Score<br>Excellent<br>4 pts | Score<br>Outstanding<br>5 pts | Multiplier | Points<br>Awarded<br>(mark score<br>from (0-5<br>and<br>multiply by<br>multiplier) | Maximum<br>Points<br>Available<br>(5 x multiplier) |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|-------------------------------|------------------------|--------------------------------|-----------------------------|-------------------------------|------------|------------------------------------------------------------------------------------|----------------------------------------------------|
| 1. <b>PRICING</b><br>(implementation/annual/<br>migration of data)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                  |                               |                        | 3                              |                             |                               | (x 3)      | 9                                                                                  | 15                                                 |
| 2. <b>ADD ON COSTS</b><br>(additional services/users)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                  |                               | 2                      |                                |                             |                               | (x 1)      | 2                                                                                  | 5                                                  |
| 3. <b>SUPPORT &amp; SERVICE</b><br>(avg resolution time;<br>support levels)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                  | 1                             |                        |                                |                             |                               | (x 3)      | 3                                                                                  | 15                                                 |
| 4. <b>CUSTOMER<br/>SATISFACTION &amp;<br/>STAFF RETENTION</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                  |                               | 2                      |                                |                             |                               | (x 1)      | 2                                                                                  | 5                                                  |
| 5. <b>EASE OF USE</b><br>(workflow & efficiency)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                  |                               | 2                      |                                |                             |                               | (x 4)      | 8                                                                                  | 20                                                 |
| 6. <b>FEATURES</b><br>(Reports/customization/<br>integrations/growth)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                  | 1                             |                        |                                |                             |                               | (x 4)      | 4                                                                                  | 20                                                 |
| 7. <b>IT analysis of<br/>compatibility</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                  |                               | 2                      |                                |                             |                               | (x 4)      | 8                                                                                  | 20                                                 |
| <b>TOTAL</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                  |                               |                        |                                |                             |                               |            | <b>34</b>                                                                          | <b>100</b>                                         |
| <p>Comments on individual score selections or general comments during review of response: After discussions with company, this would be a lateral move and no cost benefit since their services are not more than we currently have.</p> <p>#1. Pricing is best due to currently contracted with company and will have 3% annual increase which brings them slightly lower than the other companies. Did not provide new RFP.</p> <p>#2. Anything above current level of support is add on – need to get SOW for configuration support for lab results that should have been part of our build.</p> <p>#3. Inconsistent help desk support - have waited more than a week without a response. Cority Academy videos are basic and provide limited education.</p> <p>#4. Lack of continuity of staff throughout our contract.</p> <p>#5. System works, but isn't set up ideally – we have many workarounds that meet our needs. We rely heavily on external spreadsheets and systems to achieve desired workflow.</p> <p>#6. Reporting capabilities remain a limitation, as there is a lot of manual work and data manipulation needed. Dashboards are not easily digestible.</p> <p>#7. Minor IT compatibility issues and fixes identified at this time. However, resolving these issues typically requires multiple attempts and extended timelines to achieve the desired outcome, creating additional IT involvement and resource demands.</p> <p style="color: red;"><b>***CORITY did not respond to RFP for Ready Set - this scoring is based on current contract for comparison.</b></p> |                                  |                               |                        |                                |                             |                               |            |                                                                                    |                                                    |

# Enterprise Health

## Master Services Agreement

## MASTER SERVICES AGREEMENT

This Master Services Agreement is entered into between Salinas Valley Memorial Healthcare System, a California local health care district operating as Salinas Valley Health ("**Client**"), and Enterprise Health, LLC, a Delaware limited liability company ("**Supplier**"), effective as of this 28th day of September, 2026 (the "**Effective Date**").

This Agreement shall replace in their entirety any agreements between the Parties that control or purport to control the items set forth herein, including all schedules, attachments, Appendices, exhibits, and related documents, all of which is hereby terminated. The provisions of this Agreement shall be applicable to all Services being provided by Supplier on or after the Effective Date.

For and in consideration of the mutual promises and covenants contained herein, the receipt, sufficiency, and adequacy of which are hereby acknowledged, the Parties, intending to be legally bound, hereby contract and agree as follows:

### ARTICLE 1 DEFINITIONS

#### Section 1.1 Certain Definitions

In this Agreement, in addition to terms specifically defined elsewhere in the Agreement, the following terms shall have the indicated meanings:

**"Additional Services"** has the meaning given in Section 2.1(a) (Master Agreement; Statements of Work).

**"Affiliate"** means, with respect to any specified person or entity, any other person or entity that directly or indirectly through one or more intermediaries, Controls or is Controlled by, or is under common Control with, the specified person or entity.

**"Agreement"** shall mean this document titled "Master Services Agreement" and any Statement of Works, Appendices, exhibits, and schedules thereto.

**"Business Day"** means any day during which Client is generally conducting business.

**"Client Data"** means Client Information regarding, relating to, or concerning Client's individual employees or contractors, whether such information is owned or generated by Client or the individuals who are employees or contractors of Client and shall include all personal identifying information and protected health information of Client's employees and contractors stored, processed by, or entered into the Enterprise Health Solution.

**"Client Information"** means all information, in any form, furnished or made available directly or indirectly to Supplier by Client or otherwise obtained by Supplier from Client (other than any such information first provided directly or indirectly by Supplier or its agents or contractors to Client).

**"Commercially Reasonable Efforts"** means, with respect to any objective, a level of effort to achieve such objective equal to or exceeding the level of effort to achieve the same or similar objectives used by others, in the case of Supplier, well-managed outsourcing companies providing services similar to the Services and, in the case of Client, well-managed companies receiving services similar to the Services.

**"Confidential Information"** has the meaning given in Section 8.3 (Confidentiality).

**"Control"** and its derivatives means with regard to any entity (i) the legal, beneficial or equitable ownership, directly or indirectly, of more than fifty percent (50%) of a class of the capital or common stock (or other ownership interest, if not a corporation) of such entity with the power to direct or cause the direction of the management and policies of a person or entity.

**"End Users"** means the employees and/or individual contractors of Client using the Supplier Software pursuant to an executed Statement of Work.

**“Enterprise Health Solution”** means Supplier's then current version of its Enterprise Health Solution, including all software, data compilations, source code and any other form of information that appears in or forms part of the Enterprise Health Solution, and all updates, variations, modifications and revisions thereto.

**“Indemnitees”** shall mean, with respect to a Party entitled to indemnification hereunder, such Party and its Affiliates, officers, directors, employees, agents, successors, and assigns.

**“Laws”** shall mean all applicable international, federal and state laws, rules and regulations, including, but not limited to, any laws or regulations governing (a) the privacy and security of protected health information or personally identifiable information, including the Health Insurance Portability and Accountability Act of 1996, as amended (**“HIPAA”**); (b) the delivery of and billing of health care services, including, but not limited to, telehealth or telemedicine services; and, (c) the retention of health or other related records.

**“Losses”** means all losses, liabilities, damages and claims, and all related costs and expenses incurred by an indemnified Party in connection with a third party indemnified claim (including any and all reasonable legal fees, as well as any judgment, interest and/ or penalties finally awarded by a court and paid to a third party by an indemnified party hereunder).

**“Master Agreement”** means this agreement, which is titled Master Services Agreement.

**“Parties”** means Client and Supplier, and **“Party”** means either one of them.

**“Services”** means the services provided to Client pursuant to an executed Statement of Work setting forth terms and conditions for Client's authorized access and use of the Enterprise Health Solution and for any Additional Services.

**“Statement of Work Effective Date”** means the date indicated in the Statement of Work as the date upon which such agreement becomes effective.

**“Statement of Work Term”** means the term of the applicable Statement of Work, as defined in each Statement of Work and in Section 3.1(b).

**“Service Level”** has the meaning given in Section 4 (Service Levels).

**“Service Level Standards”** has the meaning given in Section 4 (Service Levels).

**“Supplier Software”** is software that is used by or on behalf of Supplier in the provision of the Services including, but not limited to, the Enterprise Health Solution.

**“Term”** has the meaning given in Sections 3.1(a). When used herein in the context of a Statement of Work, **“Term”** refers to the applicable Statement of Work Term.

**“Terms of Use”** means those shrink-wrap, click-through or other terms and conditions required to be agreed to in order for End Users to have any direct access to the Enterprise Health Solution.

**“Third Party Software”** shall mean any software used in Client's information technology environment that is not owned by or licensed from Supplier.

**“Virus”** shall mean any computer code, programming instruction or set of instructions: (i) intentionally designed and/or constructed with the ability to disrupt, disable, harm or otherwise impede in any manner, including aesthetical disruptions or distortions, the operation of computing equipment or software or (ii) that could disable computing equipment or software or impair in any way its operation based on the elapsing of a period of time, advancement to a particular date, or other similar occurrence. Code that Supplier creates as part of the Services which tracks software license compliance or authorization shall not be considered to be a virus as long as it is used solely for such purposes.

## **Section 1.2 Other Definitions**

Other terms used in this Agreement are defined where they first appear and have the respective meanings there indicated.

## ARTICLE 2 AGREEMENT

### Section 2.1 Master Agreement; Statements of Work

(a) This Master Agreement and the applicable Statement of Work, as set forth in Exhibit 1, contains an agreement to allow Client and its Affiliates if set forth in a Statement of Work to access and use the Enterprise Health Solution during the Term pursuant to the terms set forth herein. This Master Agreement does not allow Client to utilize the Enterprise Health Solution, or any other Supplier Software, for Client's customers, clients, or third-party entity contractors unless expressly set forth in a Statement of Work, in which case the Parties shall execute a Third Party Client Addendum that will be attached hereto and incorporated into the Agreement. Additional services, such as implementation, training, configuration, customized code, etc. (collectively, the "**Additional Services**") will be provided by Supplier pursuant to Statements of Work. Each Statement of Work shall describe the Additional Services covered by the Statement of Work, the provisions for payment, the term for performance, and other provisions that are specific to the Statement of Work. No Statement of Work Term shall extend beyond the Term of this Agreement. No Additional Services shall be provided by Supplier, and Client shall not have access to the Enterprise Health Solution, unless and until the appropriate Statement of Work has been duly signed and delivered by an authorized representative of Client and Supplier. Supplier reserves the right to review Client's use of the Services during the Term of the Agreement to ensure compliance with the Agreement and any Statement of Work. Supplier further reserves the right to utilize its Affiliates to perform any Supplier obligations set forth herein.

- (b) This Agreement includes the following exhibits:
- (i.) Exhibit 1: Statement of Work
  - (ii.) Exhibit 2: Service Level Standards
  - (iii.) Exhibit 3: Data Processing Addendum (if applicable)
  - (iv.) Exhibit 4: Third Party Client Addendum (if applicable)

### Section 2.2 Interpretation and Precedence

All provisions of this Agreement are to be interpreted so that all of the provisions are given as full effect as possible. In the event of a conflict between this Master Agreement or an exhibit hereto and any Statement of Work, the order of precedence shall be first, the Statement of Work, second, any schedule or exhibit attached to the Statement of Work, third, the Master Agreement, and fourth, any exhibit to the Master Agreement (other than the Statement of Work, which has first precedence, and any modifications to the Master Agreement explicitly set forth in an executed exhibit to the Master Agreement). All of the terms of the Master Agreement shall apply to each Statement of Work except to the extent the express terms of a Statement of Work or any Appendix to a Statement of Work override the terms of this Master Agreement.

### Section 2.3 Change Order Procedure

(a) From time to time during the Term, Client or Supplier may propose changes to the Master Agreement or a Statement of Work. No such changes shall be effective or binding on the Parties unless a written amendment, scope document or change order (a "**Change Order**") is signed by authorized representatives of the Parties or approved via email by authorized representatives of the Parties. All such Change Orders shall be implemented pursuant to the procedures set forth in this Section (the "**Change Order Procedures**"). Any executed Change Order shall amend the applicable Statement of Work and this Master Agreement, and if necessary, the Parties shall agree on further modifications to the Statement of Work to reflect the Change Order.

(b) If Client desires to propose a change under a Statement of Work, it shall deliver a written notice to the Supplier describing the proposal. Supplier shall respond to such proposal as promptly as reasonably possible by preparing at Supplier's expense and delivering to the Client a written proposal ("**Change Order Proposal**"), indicating: (i) the effect of the proposal, if any, on the amounts payable by Client hereunder; (ii) the effect of the proposal, if any, on Service Levels; and (iii) the anticipated time

schedule for implementing the proposal. If Supplier desires to propose a change to the Master Agreement or a Statement of Work, it may do so by preparing at its expense and delivering a Change Order Proposal to the Client.

### ARTICLE 3 TERM AND TERMINATION

#### Section 3.1 Term

(a) The term of this Master Agreement shall begin as of the Effective Date and shall continue for a period of three (3) years thereafter, unless earlier terminated in accordance with the provisions of this Master Agreement (the “**Initial Term**”). Following the Initial Term, this Master Agreement shall automatically renew for consecutive one (1) year terms (each a “**Renewal Term**”), unless earlier terminated in accordance with the provisions of this Master Agreement. The Initial Term and Renewal Term(s) shall collectively be referred to as the “**Term**.”

(b) Each Statement of Work shall set forth the applicable Statement of Work Term.

#### Section 3.2 Termination

(a) Termination Without Cause. Either Party may terminate this Master Agreement by providing written notice to the other Party ninety (90) days prior to the expiration of the Initial Term or respective Renewal Term, so that the termination date of the Agreement is on the last day of the Initial Term or respective Renewal Term.

(b) Termination For Cause.

(i.) In the event either Party: (A) commits a material breach of this Agreement in any material respect and such breach is not cured within thirty (30) days written notice of breach from the other Party; or, (B) commits a material breach of this Agreement which is not capable of being cured within thirty (30) days and fails to: (A) proceed promptly and diligently to correct the breach; (B) develop within thirty (30) days following written notice of breach from the other Party a plan for curing the breach; and (C) cure the breach within a reasonable time thereafter; then the non-breaching Party may, by giving written notice to the breaching Party, terminate this Agreement as of a date specified in the notice of termination.

(ii) In the event that Client utilizes the Services in a manner that is illegal or fraudulent and in Supplier’s reasonable discretion such use could cause material harm or damage to a third party (including Supplier or Client), Supplier may provide an immediate written notice of termination for cause.

(c) Termination for Bankruptcy or Insolvency. Either Party may terminate this Agreement immediately upon written notice if the other Party makes an assignment for the benefit of creditors, files a voluntary petition for bankruptcy or reorganization, is adjudicated bankrupt or insolvent, or applies for or consents to the appointment of a receiver for it or its property.

(d) Effect of Termination. Termination of this Master Agreement or any Statement of Work or specific categories of Services for any reason under this Article 3 shall not affect: (i) any liabilities or obligations of either Party arising before such termination or out of the events causing such termination; or (ii) any damages or other remedies to which a Party may be entitled under this Master Agreement or any Statement of Work, at law or in equity, arising from any breaches of such liabilities or obligations. Upon termination of this Master Agreement or applicable Statement of Work, Client’s access to the Enterprise Health Solution shall terminate. Prior to termination, Client shall have the option to export all of Client’s Data utilizing the Supplier’s export functionality at no charge to Client. Should Client request that Client’s Data be migrated or exported in a specific format, the Parties shall enter into a new Statement of Work with mutually agreed upon rates that outlines the transition plan and migration of the Client Data. Supplier shall have no obligation to retain any Client Data after the conclusion of a ninety (90) day period following the termination of this Master Agreement except as may be required by Law.

## ARTICLE 4 SERVICE LEVELS

The Parties agree that the standards of performance and availability ("**Service Levels**") of the Services is set forth in the Service Level Standards attached hereto as Exhibit 2. Supplier shall provide the Services throughout the Term in a manner that meets the Service Levels set forth in the Services Level Standards.

## ARTICLE 5 CHARGES

### Section 5.1 Charges in General

The charges for the Services are set forth in the applicable Statement of Work. Charges for Additional Services shall be set forth in each Statement of Work. All fees, charges, uses and other sums set forth herein are expressed in and shall be paid in United States Dollars, unless otherwise agreed by Supplier.

### Section 5.2 Taxes

The Parties' respective responsibilities for taxes arising under or in connection with this Agreement shall be as follows:

(a) Each Party shall be responsible for any personal property taxes on property it owns or leases, for franchise and privilege taxes on its business, for taxes based on its net income or gross receipts, and for telecommunication taxes for network access (e.g., lines) and services.

(b) Supplier shall be responsible for any sales, use, excise, value-added, consumption, services, and other taxes and duties payable by Supplier on any goods or services acquired or used or consumed by Supplier in providing the Services where the tax is imposed on Supplier's acquisition or use of such goods or services and the amount of tax is measured by Supplier's costs in acquiring such goods or services.

(c) Client shall be responsible for any sales, use, excise, value-added, consumption, services, and other taxes and duties payable by Client on Supplier's charges as a whole, or on any portion of the charges received from Supplier related to the Services, and on any goods or services acquired or used or consumed by Client where the tax is imposed on Client's acquisition or use of such goods or services and the amount of tax is measured by Client's costs in acquiring such goods or services.

(d) The Parties agree to cooperate with each other to determine their respective tax liability and to minimize such liability to the extent legally permissible. Each Party shall provide and make available to the other any resale certificates, information regarding out-of-state or out-of-country sales or use of equipment, materials or services, and other exemption certificates as reasonably requested by either Party.

## ARTICLE 6 INVOICING AND PAYMENT

### Section 6.1 Invoices and Increased Charges

Unless otherwise provided in a Statement of Work, on a monthly basis, Supplier shall render one (1) consolidated invoice for all amounts due under this Agreement and each Statement of Work with respect to the subscription and the Additional Services. Supplier reserves the right to annually increase any licensing fees by no more than seven percent (7%) annually after the expiration of the initial year of the Agreement. All periodic charges under this Agreement (excluding charges based upon actual usage or consumption of Services) shall be computed on a calendar month basis and shall be prorated for any partial month.

## Section 6.2 Payment

All invoices shall be due upon receipt and payable by Client via ACH without reduction or setoff within forty-five (45) days after the date such invoice is received by Client or as otherwise specified in a Statement of Work. In the event of a late payment of an undisputed amount, Supplier reserves the right to suspend the provision of Services or alter the level of access to the Services; provided, however, that Supplier shall not exercise such right to suspend the provision of Services unless such late payment is late by more than forty-five (45) days. Supplier may apply a late payment fee of a half percent (0.5%) per month to the undisputed amount that is withheld, or the maximum allowed by Law, whichever is less.

## Section 6.3 W-9; Taxpayer Identification Number and Certification

Supplier shall provide Client with a W-9 for all invoicing. The W-9 shall reference MIE Topco, Inc. and its associated employer identification number (EIN), which MIE Topco, Inc. is the parent company of Supplier.

# ARTICLE 7 INTELLECTUAL PROPERTY OWNERSHIP

## Section 7.1 Ownership of Supplier Software and Usage Restrictions

Supplier shall be the sole owner of the Supplier Software, which expressly includes the Enterprise Health Solution, including all updates, modifications, derivative works, documentation, and other information related thereto as well as all related intellectual property rights (including trade secrets, copyrights, trademarks, services marks, and patents), whether any of the preceding items are created pursuant to a Statement of Work or as an Additional Service or otherwise and regardless of whether the preceding items are patented or patentable or copyrighted or copyrightable. Client acknowledges that it has no rights with respect to the Supplier Software or any related intellectual property other than the rights of access and use provided under an executed Statement of Work. Client shall not have any ownership rights in any configuration or customization performed by Supplier at the request of Client unless such ownership rights are explicitly set forth in a Statement of Work, and Client hereby explicitly disclaims any ownership interest in the Supplier Software. Client shall not take any action to jeopardize, limit, or interfere in any manner with the Supplier's ownership of the Supplier Software. Further, Client shall not and shall not grant permission to third parties to (a) directly or indirectly copy, modify, reverse engineer, disassemble, decompile, create derivative works, or otherwise attempt to discover the source code, object code or underlying structure of the Supplier Software; or (b) use the Supplier Software to store or transmit any infringing, libelous, obscene, or otherwise unlawful or tortious material, or to store or transmit any material or data in violation of a third party's privacy or intellectual property rights. Any access rights to the Supplier Software directly by any End User may be subject to Terms of Use. In the event of a conflict between the Terms of Use and this Agreement, the terms of this Agreement shall control. Client further agrees not to remove from any Supplier Software any copyright and proprietary information notices or otherwise circumvent or attempt to circumvent any technological or other protective measures for controlling access to Supplier Software, and that any such removal or circumvention shall be deemed a violation under 17 U.S.C. Sec. 1201 et seq. subject to all prescribed remedies and penalties thereunder.

## Section 7.2 Feedback on Supplier Software

If Client or any End Users sends or transmits any communications or materials to Supplier by mail, email, telephone, or otherwise, suggesting or recommending changes to the Supplier Software or Services provided by Supplier, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), Supplier is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback. Client hereby assigns to Supplier, and on behalf of its employees, contractors and/or agents, all right, title, and interest in, and Supplier is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although Supplier is not required to use any Feedback. Client further agrees that Feedback shall constitute

Supplier Confidential Information subject to the obligations and restrictions of Section 8.3 hereinbelow.

### Section 7.3 Ownership of Proprietary Designations

Supplier owns valuable trademarks, service marks, trade names, logos, and other identifiers identifying Supplier and Supplier Software (collectively, the “**Proprietary Designations**”). Supplier will retain ownership of and all rights in the Proprietary Designations. Client may not use or reference any Proprietary Designations without prior written consent and approval of Supplier. Client shall not register any trademark, service mark, trade name, company name, internet domain name, or other proprietary or commercial right that is identical or confusingly similar to the Proprietary Designations, or that constitutes a translation thereof in any other language.

## ARTICLE 8 CONFIDENTIALITY

### Section 8.1 Client Information

(a) Client Information and Client Data shall be treated as the property of Client. No Client Information or Client Data, or any part thereof, shall be sold, assigned, leased, or otherwise disposed of or disclosed to third parties by Supplier or commercially exploited by or on behalf of Supplier, its employees or agents.

(b) The Client shall have the option to export all of Client's Data at any time utilizing the Supplier's export functionality at no charge to Client. Supplier may not withhold Client Data for any reason, including but not limited to dispute or alleged breach of this Agreement.

### Section 8.2 Safeguarding Client Data

(a) Supplier has achieved HITRUST CSF Certification and is certified compliant with the American Institute of Certified Public Accountants Service Organization Control (“**SOC**”) 2 type II report for the following Trust Services Principles: Security, Availability, and Confidentiality. Upon request by Client, Supplier shall provide its internal policies and procedures for safeguarding Client Data (“**Supplier Information Security Program Policies**”), as may be amended by Supplier, and assist Client with fulfillment of cybersecurity and privacy approvals.

(b) During the Term of this Agreement, Supplier shall maintain commercially reasonable and sufficient insurance to adequately underwrite the potential risks of safeguarding Client Data, including cyber liability insurance with minimum limits of One Million and 00/100 Dollars (\$1,000,000.00) per occurrence. Upon request, Supplier shall provide evidence of continuous coverage to Client.

(c) In order to comply with obligations under HIPAA, or other applicable Laws, the Parties may execute (i) a separate Business Associate Agreement and/or (ii) a Data Processing Addendum in substantially the same format as set forth in Exhibit 3, attached hereto and incorporated herein.

### Section 8.3 Confidentiality

(a) Confidential Information. Supplier and Client each acknowledge that they may be furnished with, receive, or otherwise have access to information of or concerning the other Party which such Party considers to be confidential, proprietary, a trade secret, or otherwise restricted. As used in this Agreement, “**Confidential Information**” shall mean all information in any form, furnished or made available by one Party to the other Party which is marked (or otherwise annotated) confidential, restricted, proprietary, or with a similar designation. The terms and conditions of this Agreement shall be deemed Confidential Information of both Parties.

(i.) In the case of Client, Confidential Information also shall include, whether or not designated Confidential Information, the following: (A) all information concerning the operations,

affairs, and businesses of Client and other entities receiving the Services, the financial affairs of Client and other entities receiving the Services, and the relations of Client and other entities receiving the Services with their customers, employees, and service providers (including customer lists, customer information, account information and consumer markets); and (B) Client Data (collectively, the “**Client Confidential Information**”).

(ii.) In the case of Supplier, Confidential Information also shall include the types of items set forth in the immediately preceding paragraph, as well as, whether or not designated Confidential Information, the following: (A) Supplier proprietary materials, trade secrets, and intellectual property provided to Client pursuant to this Agreement; (B) all information concerning the operations, affairs, and businesses of Supplier and its Affiliates; (C) all aspects of the Supplier Software, including the Enterprise Health Solution, and related intellectual property; and (D) any information related to Supplier’s security and privacy policies, procedures, and programs, including, but not limited to, Supplier’s Information Security Program and Associated Information Security Policies, Supplier’s SOC 2 certification and related reporting and Supplier’s HITRUST CSF certification and related reporting (collectively, the “**Supplier Confidential Information**”).

(b) Obligations.

(i.) Each Party’s Confidential Information shall remain the property of that Party, except as expressly provided otherwise by the other provisions of this Agreement. Client and Supplier shall each use at least the same degree of care, but in any event no less than a reasonable degree of care, to prevent disclosing to third parties the Confidential Information of the other Party in order to avoid unauthorized disclosure, publication, or dissemination of its own information of a similar nature.

(ii.) The receiving Party shall return or destroy, as the disclosing Party may direct, all or a portion of material in any medium that contains, refers to, or relates to the disclosing Party’s Confidential Information, and the receiving Party may retain only one (1) archival copy to the extent required to comply with applicable Laws or internal requirements or to the extent required for such Party to establish its rights hereunder except that Client may not retain any archival copies of Supplier Software. Each Party shall take reasonable steps so that its employees and agents comply with these confidentiality provisions.

(iii.) The obligations of the Parties of use and disclosure under this Section 8.3 of the Agreement shall apply during the Term and for a period of seven (7) years thereafter or for a longer period required by applicable Law (i.e., protections for trade secrets and protections provided for Client Data).

(c) Exclusions.

(i.) Except with respect to the non-public personal information of Client’s customers provided to Supplier under this Agreement (for so long as such information constitutes Nonpublic Personal Information as defined in Section 509 of the Gramm-Leach-Bliley Act and relevant federal regulations pursuant thereto), this Section 8.3 shall not apply to any particular information which Supplier or Client can demonstrate: (A) was, at the time of disclosure to it, in the public domain; (B) after disclosure to it, is published or otherwise becomes part of the public domain through no fault of the receiving Party; (C) was in the rightful possession of the receiving Party at the time of disclosure to it; (D) was received after disclosure to it from a third party who had a lawful right to disclose such information to it without any obligation to restrict its further use or disclosure; or (E) was independently developed by the receiving Party without reliance upon Confidential Information of the furnishing Party.

(ii.) In addition, a Party shall not be considered to have breached its obligations by disclosing Confidential Information of the other Party as required to satisfy any legal requirement of a competent government body provided that, promptly upon receiving any such request and to the extent that it may legally do so, such Party advises the other Party promptly and prior to making such disclosure in order that the other Party may interpose an objection to such disclosure, take

action to assure confidential handling of the Confidential Information, or take such other action as it deems appropriate to protect the Confidential Information.

(d) No Implied Rights. Nothing contained in this Section 8.3 shall be construed as obligating a Party to disclose its Confidential Information to the other Party, or as granting to or conferring on a Party, expressly or impliedly, any rights or license to the Confidential Information of the other Party, except as expressly set forth herein.

#### **Section 8.4     Publicity.**

Notwithstanding this Article 8, Supplier may include Client's name and logo in its customer lists and marketing materials. Press releases require prior written approval by both Parties.

### **ARTICLE 9 CERTAIN REPRESENTATIONS AND WARRANTIES**

#### **Section 9.1     Mutual Representations and Warranties**

Each Party represents and warrants that, as of the Effective Date and each Statement of Work Effective Date:

(a) It is a corporation or company duly incorporated, validly existing, and is in good standing under the Laws of the state in which it is incorporated, and is in good standing in each other jurisdiction where the failure to be in good standing would have a material adverse effect on its business or its ability to perform its obligations under this Master Agreement or any Statement of Work.

(b) It has all necessary corporate power and authority to enter into this Master Agreement and each Statement of Work and to perform its obligations thereunder, and the execution and delivery of this Master Agreement and each Statement of Work and the consummation of this transactions contemplated thereby have been duly authorized by all necessary corporate actions on its part.

(c) This Master Agreement and each Statement of Work constitutes a legal, valid, and binding obligation of such Party, enforceable against it in connection with its terms.

(d) It is financially solvent and capable of meeting all financial obligations imposed upon it under this Master Agreement and any Statement of Work.

(e) Each Party covenants that it shall use its Commercially Reasonable Efforts so that no Viruses are coded or intentionally introduced into the systems used to provide or access any of the Supplier Software.

(f) That it shall comply with all Laws and obtain and maintain all applicable regulatory licenses, authorizations, and permits required under the Laws to carry out its obligations under this Agreement and each Statement of Work.

#### **Section 9.2     Certain Representations and Warranties**

(a) As of the Effective Date and continuing throughout the Term and each Statement of Work Term (except as expressly set forth herein), Supplier represents and warrants:

(i.) Supplier represents and warrants that it has and shall have the right and authority to use the Enterprise Health Solution and all tools used during each Statement of Work Term; provided, however, that Client's sole remedy for breach of this representation and warranty shall be the remedy set forth in Section 10.1.

(ii.) Supplier represents and warrants that it shall perform the Services in a professional and workmanlike manner.

(b) As of the Effective Date and continuing throughout the Term and each Statement of Work Term (except as expressly set forth herein), Client represents and warrants:

(i.) To the extent that Client or its End Users utilize any artificial intelligence provided by or through the Supplier Software, Client shall be solely responsible and hold Supplier harmless for the use of such artificial intelligence including, but not limited to, Client's input of information into artificial intelligence and Client's use or reliance on any output from artificial intelligence. Client shall and shall cause its End Users to utilize any artificial intelligence in compliance with all applicable Laws and not rely on artificial intelligence for any medical decision or decision whereby independent medical or professional judgment is required. Artificial intelligence is not a substitute for independent medical or professional judgment. Client shall further not use any artificial intelligence tools for any decisions affecting terms of work-related relationships, promotion or termination of work-related contractual relationships, or to allocate tasks based on individual behavior or personal traits or to monitor and evaluate the performance and behavior of individuals.

(ii.) Client shall comply with and cause its End Users to comply with all Laws as it relates to Client's possession, access, processing, use, disclosure, transmission, or release of Client Data. Client shall be responsible for ensuring that access to the Supplier Software is terminated for any End User that has been terminated or is no longer authorized to access the Supplier Software. Client represents and warrants that Client has the legal authority under the Laws to possess, have access to, transmit, and disclose the Client Data. Client acknowledges and agrees that it shall be responsible for any and all costs, fines, penalties, fees, or expenses, including attorneys' fees, related to any security incident, data breach, unauthorized access, unauthorized disclosures, or unauthorized use or processing of Client Data caused by Client or its employees or agents.

(iii.) Client shall not enter into the Supplier Software any Client Data arising from or relating to individuals that reside outside of the United States of America without first entering into the Data Processing Agreement attached hereto as Exhibit 3, or other agreement as may be required by Client as the controller of all Client Data. Client acknowledges and agrees that as the controller of Client Data, Client is solely responsible for informing Supplier of any and all requirements for processing Client Data. Client shall defend, indemnify, and hold Supplier harmless from any and all Losses arising out of or otherwise related to Client's failure to provide Supplier with directions, required agreements, or other information necessary to ensure lawful processing of Client Data and any resultant actions or omissions of Supplier.

### **Section 9.3 Disclaimer of and Exclusion of Certain Representations and Warranties**

(a) Supplier shall not be liable for: (i) any Losses or damages arising from the actions, omissions, or negligence of any employee or agent of Client; (ii) any potential risks associated with the use of medical, occupational health, wellness, or telemedicine services, including Client's failure to comply with applicable Laws or any applicable standard of care; (iii) Client's compliance with any record retention Laws or determination of retention periods for records; and (iv) Client's or its End Users use or reliance on any artificial intelligence, including any output generated by artificial intelligence.

(b) SUPPLIER DOES NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION OF THE ENTERPRISE HEALTH SOLUTION OR ANY DELIVERABLE OR ADDITIONAL SERVICE OR THAT SUPPLIER WILL CORRECT ALL DEFECTS WITHIN A SERVICE OR DELIVERABLE, UNLESS SPECIFICALLY SET FORTH IN A STATEMENT OF WORK. EXCEPT FOR THE WARRANTIES EXPRESSLY DESCRIBED IN OR EXPRESSLY GRANTED BY THIS ARTICLE 9, CLIENT ACKNOWLEDGES AND AGREES THAT IT HAS RELIED ON NO OTHER REPRESENTATIONS OR WARRANTIES AND THAT NO OTHER REPRESENTATIONS OR WARRANTIES HAVE FORMED THE BASIS OF ITS BARGAIN HEREUNDER.

(c) THE PARTIES UNDERSTAND THAT CLIENT MAY USE CERTAIN THIRD PARTY SOFTWARE OR EQUIPMENT IN CONJUNCTION WITH THE SERVICES. SUPPLIER MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, AS TO THE QUALITY, CAPABILITIES, OPERATIONS, PERFORMANCE, OR SUITABILITY OF THE THIRD PARTY SOFTWARE OR EQUIPMENT, INCLUDING THE ABILITY TO INTEGRATE SAME WITH THE SERVICES. THE QUALITY, CAPABILITIES, OPERATIONS, PERFORMANCE, AND SUITABILITY OF THE THIRD PARTY SOFTWARE OR EQUIPMENT LIE SOLELY WITH CLIENT AND THE VENDOR OR SUPPLIER OF SUCH THIRD PARTY SOFTWARE OR EQUIPMENT.

(d) EXCEPT AS PROVIDED IN SECTIONS 9.1 (MUTUAL REPRESENTATIONS AND WARRANTIES) AND 9.2 (CERTAIN REPRESENTATIONS AND WARRANTIES) OF THIS MASTER AGREEMENT, THERE ARE NO EXPRESS WARRANTIES, REPRESENTATIONS, UNDERTAKINGS, OR CONDITIONS (STATUTORY OR OTHERWISE) BY SUPPLIER OR CLIENT AND THERE ARE NO IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## **ARTICLE 10 INDEMNIFICATION**

### **Section 10.1 Indemnification by Supplier**

Supplier, by and on behalf of itself and its Affiliates, agrees to indemnify, defend, and hold harmless Client and its Affiliates and their respective officers, directors, employees, agents, successors, representatives, attorneys, and assigns, from any and all Losses and threatened Losses arising from, in connection with, or based on allegations of any claims of infringement of any U.S. patent, copyright, trademark, trade secret, or similar proprietary rights of any third party, conferred by contract, common law, or other applicable Laws alleged to have occurred because of systems or other resources provided by Supplier to Client hereunder, or based upon performance of the Services by Supplier; provided, however, that Supplier will have no liability or obligations with respect to any Losses to the extent the same arise out of or in connection with: (a) Client's or End User's modification or misuse of equipment, systems, programs, or products; (b) Client's combination, operation, or use thereof with devices, data, equipment, systems, programs, or products not furnished by Supplier or its subcontractors or agents; (c) Client's use of the Enterprise Health Solution provided by Supplier in other than an operating environment explicitly identified by Supplier to Client; (d) business processes, non-Supplier equipment, or Third Party Software, that, in each case, Client specifies or requires Supplier to use or follow; or (e) distribution, operation, or use of such systems or resources by a third party outside of Client's enterprise, except as specifically contemplated by this Agreement. Without prejudice to Client's ability to obtain any remedy under this Agreement, Supplier will at its discretion either: (w) use Commercially Reasonable Efforts to obtain the right for Client to continue to use the infringing product; (x) modify the infringing product; (y) replace the infringing product with a functional equivalent; or (z) direct Client to discontinue use of the infringing product and adjust Charges.

### **Section 10.2 Indemnification by Client**

Client, by and on behalf of itself and its Affiliates, agrees to indemnify, defend, and hold harmless Supplier and its Affiliates and their respective officers, directors, employees, agents, successors, representatives, attorneys, and assigns, from any and all Losses and threatened Losses arising from, in connection with, or based on allegations of Client's or its employee's or agent's breach, or threatened breach of its obligations under Article 7 and Section 9.2(b) of this Agreement.

### **Section 10.3 Indemnification Procedures**

(a) Promptly after receipt by an Indemnitee of any written claim or notice of any action giving rise to a claim for indemnification by the Indemnitee, the Indemnitee shall so notify the indemnitor and shall provide copies of such claim or any documents relating to the action. No failure to so notify an indemnitor shall relieve the indemnitor of its obligations under this Master Agreement except to the extent that the failure or delay is prejudicial. Within thirty (30) days following receipt of such written notice, but in any event no later than ten (10) days before the deadline for any responsive pleading, the indemnitor shall notify the Indemnitee in writing (a "**Notice of Assumption of Defense**") if the indemnitor elects to assume control of the defense and settlement of such claim or action.

(b) If the indemnitor delivers a Notice of Assumption of Defense with respect to a claim within the required period, the indemnitor shall have sole control over the defense and settlement of such claim; provided, however, that: (i) the Indemnitee shall be entitled to participate in the defense of such claim and to employ counsel at its own expense to assist in the handling of such claim; and (ii) the indemnitor shall obtain the prior written approval of the Indemnitee before entering into any settlement of such claim or ceasing to defend against such claim. The Indemnitee will cooperate in all reasonable respects with the indemnitor and its attorneys in the defense of such claim. After the indemnitor has delivered a timely Notice

of Assumption of Defense relating to any claim, the indemnitor shall not be liable to the Indemnitee for any legal expenses incurred by such Indemnitee in connection with the defense of such claim after the indemnitor receives notice of such claim from the Indemnitee. An indemnitor may withhold consent to settlement of claims of infringement affecting its proprietary rights in its sole discretion.

(c) If the indemnitor does not deliver a Notice of Assumption of Defense relating to a claim within the required notice period set forth in Section 10.3(a), the Indemnitee shall have the right to defend the claim in such a manner as it may deem appropriate, at the cost and expense of the indemnitor. The indemnitor shall promptly reimburse the Indemnitee for all such costs and expenses upon written request therefore.

(d) If a third party claim is commenced against any Affiliate of Client for which claim Supplier is obligated to provide indemnification hereunder, Client shall coordinate with such Affiliate of Client and comply with the requirements of this Section 10.3 in lieu of and on behalf of said Affiliate of Client.

#### **Section 10.4 Subrogation**

In the event an indemnitor indemnifies an Indemnitee pursuant to this Article 10, the indemnitor shall, upon payment in full of such indemnity, be subrogated to all of the rights of the Indemnitee with respect to the claim to which such indemnity relates.

#### **Section 10.5 Exclusive Remedy**

This Article 10 sets forth Party's sole obligation of indemnification of the other Party.

### **ARTICLE 11 LIABILITY AND FORCE MAJEURE**

#### **Section 11.1 Liability Restrictions**

(a) EXCEPT FOR CLIENT'S PAYMENT OBLIGATIONS, FOR ALL EVENTS GIVING RISE TO LIABILITY HEREUNDER, IN NO EVENT, WHETHER IN CONTRACT OR IN TORT (INCLUDING BREACH OF WARRANTY, NEGLIGENCE, AND STRICT LIABILITY IN TORT) OR OTHERWISE, SHALL A PARTY BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES, LOST PROFIT, OR LOST REVENUE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

(b) Subject to Section 11.1(c), Supplier as well as its employees', officers', and directors' entire aggregate liability for all damages under this Agreement and any Business Associate Agreement and Data Processing Agreement, whether in contract, tort, or otherwise, regardless of the basis on which Client is entitled to claim damages (including breach, negligence, misrepresentation, or other contract or tort claim), whether or not foreseeable, will be limited in the aggregate for all claims and causes of actions to an amount equal to the amount that is paid, or is payable, by Client to Supplier for the Services giving rise to the claim and provided under this Agreement during the twelve (12) months prior to the occurrence of the first claim or cause of action. With respect to the foregoing, if such an event occurs during the first twelve (12) months after the Effective Date of this Agreement, liability shall be limited to an amount equal to the total charges payable to Supplier pursuant to this Agreement during such twelve (12) month period, as applicable. With respect to the foregoing, "liability" shall be liability as finally adjudicated by a court of competent jurisdiction, or as paid in a mutually agreed upon settlement.

(c) To the extent Client incurs damages caused by an unauthorized disclosure of Client Data caused solely and directly by Supplier, Supplier shall pay such reasonable and necessary costs associated with the following so long as the Client has not exceeded the level of records processed in the Supplier Software set forth in the SOW: (i) operating a toll-free telephone call center to handle inquiries as required by applicable Law; (ii) breach notification as required by applicable Law, which shall be limited to electronic breach notification if permitted under applicable Law; (iii) credit monitoring for those data subjects for whom notification is required by applicable Law; (iv) civil fines or penalties imposed by any regulatory agency against Supplier or Client; and, (v) engaging information technology consultants to assist with any mitigation and remediation of a breach of Client Data (collectively, the "**Breach Notification Costs**"). Notwithstanding

the foregoing, Client acknowledges and agrees that under no circumstances shall Supplier be responsible for any security incident, data breach, unauthorized access, unauthorized disclosures, unauthorized use or resultant Losses, damages or claims due to the actions or omissions of Client, or its officers, directors, employees, contractors, or agents, or the actions or omissions of any third party. The liability restrictions set forth in Section 11.1(b) shall not apply to Supplier's payment of Breach Notification Costs.

(d) The provisions of this Section are intended to provide limitations of the Parties' liability and are not to be construed as to allow a Party to recover for any damages or other claim more than once.

(e) Each Party shall have a duty to use Commercially Reasonable Efforts to mitigate damages for which the other Party is responsible.

### **Section 11.2 Force Majeure**

(a) Neither Party shall be liable for any failure or delay in the performance of its obligations under this Master Agreement or any Statement of Work, if any, to the extent such failure or delay both:

(i.) is caused, directly or indirectly, without fault by such Party, by: fire, flood, earthquake, elements of nature or acts of God; strikes of third parties; acts of war, terrorism, riots, civil disorders, rebellions, or revolutions; quarantines, embargoes, and other similar governmental action; or any other similar cause beyond the reasonable control of such Party; and

(ii.) could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing Party through the implementation of a commercially reasonable disaster recovery/business continuity plan and use of alternate sources, work-around plans, contingency plans, or other means (including, in the case of Supplier, compliance with Supplier's obligations with respect to the provision of any disaster recovery services as set forth in any Statement of Work).

Events meeting both of the criteria set forth in clauses (i) and (ii) above are referred to collectively as "**Force Majeure Events**." The Parties expressly acknowledge that, except as otherwise expressly provided in a Statement of Work, Force Majeure Events do not include third party non-performance or the failure of an individual component or group of components (including but not limited to, hardware and software) used in delivery of the Services.

(b) Upon the occurrence of a Force Majeure Event and except for Client's payment obligations under any Statement of Work, the non-performing Party shall be excused from any further performance or observance of the affected obligation(s) for as long as such circumstances prevail and such Party continues to use Commercially Reasonable Efforts to attempt to recommence performance or observance whenever and to whatever extent practicable without delay. Any Party so delayed in its performance will promptly notify the other by telephone or by the most timely means otherwise available (to be confirmed in writing within two (2) Business Days of the inception of such delay) and describe in reasonable detail the circumstances causing such delay.

### **Section 11.3 Actions of Other Party**

Neither Party shall be liable for any failure or delay in the performance of its obligations under this Master Agreement or any Statement of Work if and to the extent such failure or delay is caused by: (a) the actions or omissions of the other Party or the other Party's Affiliates, agents, third parties, or subcontractors; or (b) breaches of this Master Agreement or a Statement of Work by the other Party or the other Party's Affiliates, agents, third parties, or subcontractors.

## **ARTICLE 12 DISPUTE RESOLUTION**

### **Section 12.1 Informal Dispute Resolution**

(a) The Parties mutually agree that the interests of fairness, efficiency, and good business practices are best served when the Parties employ all reasonable and informal means to resolve any dispute under this Agreement prior to invoking a remedy provided elsewhere in this Agreement.

(b) The Parties will use their reasonable best efforts to resolve disputes arising under this Agreement at the lowest organizational level between each Party's staff with appropriate authority to resolve such disputes. When a dispute between the Parties cannot be resolved in the normal course of business, a designated representative of the Party initiating this dispute resolution process will notify a senior executive of the other Party in writing of the dispute, specifying the disputed issues. Thereafter, such executives, or their designated representatives, as applicable, will use their reasonable best efforts to resolve the dispute within seven (7) Business Days of submission by the other Party of such a dispute notice (or such longer time as the Parties may agree).

(c) If such senior executive representatives are unable to resolve the dispute within such period, the matter will be elevated to the chief executive officer of each Party, and they shall have a reasonable period of time following the seven (7) Business Day period in Section 12.1(b) above to resolve the dispute but in any event not exceeding twenty (20) Business Days from elevation to the chief executive officer level. If such chief executive officers are unable to resolve the dispute within such period, the Parties shall then be entitled to pursue any remedies as are available to the respective Party under this Agreement or otherwise.

(d) This Section 12.1 shall not be construed to prevent a Party from instituting, and a Party is authorized to institute, formal proceedings earlier to avoid the expiration of any applicable limitations period or to preserve a superior position with respect to other creditors.

### **Section 12.2 Formal Dispute Resolution**

(a) If the Parties are unable to resolve any controversy or dispute arising under this Agreement as contemplated by Section 12.1, then such dispute may be submitted to a court of competent jurisdiction for determination at the election of either Party.

(b) This Agreement and performance under it shall be governed by and construed in accordance with the laws of State of Delaware without regard to its choice of law principles.

(c) Other than a claim for indemnity, neither Party may bring an action, regardless of form, arising out of this Agreement more than two (2) years after the cause of action was discovered by the Party bringing the action; provided, however, that this shall not limit a Party's ability to introduce events into evidence in support of a cause of action otherwise timely brought under this Section 12.2.

### **Section 12.3 Equitable Remedies**

The Parties agree that in the event of any breach or threatened breach of any provision of this Master Agreement or any Statement of Work concerning (i) Confidential Information or Client Data, (ii) intellectual property rights, including Article 7 (Intellectual Property Ownership), or (iii) other matters for which equitable rights may be granted, money damages might be an inadequate remedy. Accordingly, such provisions may be enforced by seeking a preliminary or permanent, mandatory or prohibitory injunction or other order of a court of competent jurisdiction without first going through informal dispute resolution as set forth in Section 12.1.

**ARTICLE 13  
MISCELLANEOUS**

**Section 13.1 Interpretation**

(a) In this Master Agreement and in any Statement of Work, words importing the singular number include the plural and vice versa and words importing gender include all genders. The word “person” includes, subject to the context in which it appears, an individual, partnership, association, corporation, trustee, executor, administrator, or legal representative.

(b) The division of this Master Agreement and any Statement of Work into Articles, Sections, subsections, and schedules and the insertion of any headings are for convenience of reference only and shall not affect its construction or interpretation.

(c) In this Master Agreement and in any Statement of Work, unless otherwise specifically provided:

(i.) The word “dollar” and the symbol “\$” refer to United States Dollars.

(ii.) References to “days” means calendar days unless “Business Days” are specified.

(iii.) The term “including” means “including, without limitation,” or “including, but not limited to.”

(d) The Parties are sophisticated and have been represented by counsel during the negotiation of this Master Agreement and each Statement of Work. As a result, the Parties believe the presumption of any Laws relating to the interpretation of contracts against the drafter thereof should not apply and hereby waive any such presumption.

**Section 13.2 Binding Nature and Assignment**

Neither Party may assign, voluntarily or by operation of law, any of its rights or obligations under this Agreement without the prior written consent of the other Party; provided, however, that either Party may assign its rights and obligations under this Master Agreement or any Statement of Work to an Affiliate or to an entity which effects a merger or other acquisition transaction involving such Party or otherwise acquires all or substantially all of the capital stock or assets of such Party. Subject to the foregoing, this Master Agreement and each Statement of Work shall be binding on and enforceable by the Parties and their respective successors and assigns. Any attempted assignment or delegation of all or any part of this Agreement that does not comply with this Section is void.

**Section 13.3 Expenses**

In this Master Agreement and each Statement of Work, unless otherwise specifically provided, all costs and expenses (including the fees and disbursements of legal counsel) incurred in connection with this Master Agreement or the applicable Statement of Work, and the completion of the transactions contemplated by this Master Agreement or the applicable Statement of Work, shall be paid by the Party incurring such expenses.

**Section 13.4 Amendment and Waiver**

This Agreement may not be modified, amended, or in any way altered except by written document duly executed by both of the Parties. No waiver of any provision of this Agreement, nor of any rights or obligations of any Party hereunder, will be effective unless in writing and signed by the Party waiving compliance, and such waiver will be effective only in the specific instance, and for the specific purpose, stated in such writing. No waiver of breach of, or default under, any provision of this Agreement will be deemed a waiver of any other provision, or of any subsequent breach or default of the same provision, of this Agreement. If the Parties believe that performance hereunder or any terms of this Agreement would violate applicable Law or such amendments are necessitated by new or amended laws or regulations, the Parties shall negotiate in good faith to amend this Agreement.

### **Section 13.5 Further Assurances; Consents and Approvals**

Each Party shall provide such further documents or instruments required by the other Party as may be reasonably necessary or desirable to give effect to this Master Agreement and to carry out its provisions. Whenever this Master Agreement or any Statement of Work requires or contemplates any action, consent, or approval, such Party shall act reasonably and in good faith and (unless the Agreement expressly allows exercise of a Party's sole discretion) shall not unreasonably withhold or delay such action, consent, or approval.

### **Section 13.6 Severability**

Any provision in this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be deemed to be restated to reflect as nearly as practicable the original intentions of the Parties in accordance with applicable Law. The remainder of this Agreement shall remain in full force and effect.

### **Section 13.7 Entire Agreement**

This Master Agreement and each of the Statement of Works thereto, including the Appendices thereto, constitute the entire agreement between the Parties pertaining to the subject matter hereof and supersede all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written, of the Parties pertaining to the subject matter hereof.

### **Section 13.8 Notices**

Except as expressly otherwise stated herein, all notices, requests, consents, approvals, or other communications provided for, or given under, this Master Agreement, shall be in writing, and shall be deemed to have been duly given to a Party if delivered personally, or sent by first class mail or overnight courier to such Party, at its address set forth below, at such other telecopier number or address, or if sent by electronic mail to the address set forth below. In the event that any item hereunder is provided via electronic mail, such item must be followed by written copy to be delivered as set forth below. All notices will be deemed given when received in the case of personal delivery or delivery by mail or overnight courier, or when sent in the case of transmission by facsimile or electronic mail upon electronic confirmation of receipt.

Notices to Client shall be addressed as follows:

Salinas Valley Health  
450 E. Romie Lane  
Salinas, CA 93901  
Attention: Office of the President/CEO

Notices to Supplier shall be addressed as follows:

Enterprise Health, LLC  
1690 Broadway, Suite 550  
Fort Wayne, IN 46802  
Attn: CEO

With a copy to:

Enterprise Health, LLC  
1690 Broadway, Suite 550  
Fort Wayne, IN 46802  
Attn: Chief Security Officer

With an email copy to (which shall not constitute notice):

[horner@mieweb.com](mailto:horner@mieweb.com)  
[mkrouse@mieweb.com](mailto:mkrouse@mieweb.com)  
[jdonnell@enterprisehealth.com](mailto:jdonnell@enterprisehealth.com)

Notwithstanding the obligations set forth in this Section, the Parties acknowledge and agree that Supplier shall have the right to provide any necessary notices to Client's employees, agents, or contractors via electronic mail unless otherwise required to be delivered in a different format by applicable Law.

### **Section 13.9 Survival**

Any provision of this Master Agreement or of any Statement of Work which contemplates performance or observance subsequent to any termination or expiration of this Master Agreement or of any Statement of Work shall survive expiration or termination of this Master Agreement or any Statement of Work until fulfilled and shall be binding upon all authorized successors and assigns of the Parties. In addition, Article 7 (Intellectual Property Ownership), Article 8 (Confidentiality) and Article 11 (Liability and Force Majeure) shall survive termination or expiration of this Agreement or any Statement of Work.

### **Section 13.10 Independent Contractors**

This Master Agreement will not be construed to constitute either Party as a representative, agent, employee, partner, or joint venturer of the other. Supplier will be an independent contractor for its performance under this Master Agreement. Supplier will not have the authority to enter into any agreement, nor to assume any liability, on behalf of Client, nor to bind or commit Client in any manner.

### **Section 13.11 Third Party Beneficiaries**

Nothing in this Master Agreement or in any Statement of Work, express or implied, is intended to confer rights, claims, causes of action, benefits, remedies, obligations, or liabilities on any person (including, without limitation, any employees of the Parties) other than the Parties, their Affiliates, or their respective successors or permitted assigns.

### **Section 13.12 Counterparts**

This Master Agreement and each Statement of Work may be executed in one or more counterparts, each of which shall be deemed an original but all of which taken together shall constitute one and the same instrument.

### **Section 13.13 Federal Government End User Provisions**

In the event that the Supplier Software may be delivered to a federal government end user or for ultimate federal government use: Supplier provides the Software solely in accordance with the following: Government technical data and software rights related to the Services include only those rights customarily provided to the public as specified in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not granted under these terms, it must negotiate with Supplier to determine if there are acceptable terms for granting those rights, and a mutually acceptable written addendum specifically granting those rights must be included in any applicable agreement.

[signature page following]

IN WITNESS WHEREOF the Parties have executed this Master Services Agreement as of the day and year written below.

**ENTERPRISE HEALTH, LLC**

**Salinas Valley Memorial Healthcare System  
operating as Salinas Valley Health**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

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

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

**Exhibit 1**

**Statement of Work**

**Exhibit 2**

**Service Level Standards**

1. **Availability of Services.** The Services shall be publicly available to End Users a minimum of 98% of the time during any twenty-four (24) hour period, 99.7% of the time during any seven (7) day period, and 99.9% of the time during any thirty (30) day period; and there will be no period of interruption in public accessibility to the Software Services that exceeds two (2) continuous hours.

2. **Remedies.** Client may immediately terminate this Agreement without a further cure period if: (x) any breach of this Exhibit 2 is not cured within the lesser of the next measurable period (only if applicable) or five (5) days, (y) the same subsection is breached a second time, or (z) there are two (2) breaches of separate subsections (even if cured) within any three (3) month period. Client's termination is the sole remedy to Client for Supplier's violation of the Service Level Standards set forth in this Exhibit 2.

3. **Support.** At no cost during the Term of an applicable Statement of Work, Supplier agrees to:

(a) Ensure that the Supplier Software continues to perform in accordance with the description of Services in this Agreement and applicable Statement(s) of Work; and

(b) Provide all routine maintenance and periodic version updates and bug fixes necessary for the Supplier Software to remain current and to continue operating in accordance with the specifications set forth in a SOW and the above Service Level Standards; and

(c) Provide a telephone toll-free hot-line or assistance number twenty-four (24) hours per day, seven (7) days a week to answer questions Client may have regarding use of the Software Services and to assist Client in use of the Software Services. Supplier shall provide an immediate telephone response by trained representatives as soon as reasonably possible after Client's placement of a call, but in no event more than three (3) business hours after Client's notification of an error that causes the Services to cease to function in any material respect, and will resolve such error in accordance with Supplier's standards escalation periods for such errors.

**Exhibit 3**

**Data Processing Addendum**

[To be attached if applicable.]

**Exhibit 4**

**Third Party Client Addendum**

*[To be attached if applicable.]*

## **Exhibit 1**

### **Statement of Work**

**This Statement of Work (the “SOW”) is entered into:**

Effective as of: **09/28/2026 (the “SOW Effective Date”)**  
by and between: **Salinas Valley Memorial Healthcare System (“Client”)**  
**And**  
**Enterprise Health (“Supplier”)**

**pursuant to:**

The Master Services Agreement **09/28/2026**  
(the “Agreement”) effective as of

by and between: **Client and Supplier**

The terms and conditions of the Agreement are incorporated into this SOW by reference. In the event of a conflict between the Agreement and the SOW, the terms and conditions of the SOW shall take precedence in accordance with Section 2.2 of the Agreement. All capitalized terms have the respective meanings given to them in the Agreement. Any revisions, amendments, addendums, or other changes to this SOW shall be governed by the Change Order Procedures set forth in Section 2.3 of the Agreement.

## **1. SOW Term and Termination**

This term of this SOW is effective as of the SOW Effective Date and continues in full force and effect for three (3) year[s] (“Initial SOW Term”). Following the Initial SOW Term, this SOW shall automatically renew for consecutive one (1) year terms (each a “Renewal SOW Term”), unless earlier terminated in accordance with the provisions of this SOW. The Initial SOW Term and Renewal SOW Term(s) shall collectively be referred to as the “SOW Term.” Following the Initial SOW Term, either party may terminate this SOW by providing at least ninety (90) days written notice to the other party.

## **2. Description of Services**

Pursuant to the terms of this Agreement and the SOW, Supplier will provide Client with a non-exclusive, non-perpetual, and non-transferable right to access and use the Services, which includes the Enterprise Health Solution (“EHS”), for the number of users set forth in this SOW (the “End Users”). Supplier will host the EHS in Supplier’s data center, and will provide training, configuration, and deployment services as explicitly set forth in this SOW.

### **2.1. Standard Functionality and Features**

The following standard functionality and features of EHS are included in scope for base solution configuration, deployment, and training.

- Built on a certified electronic health record

- Certified employee/patient portal
- Certified supervisor/employer portal
- Allergy injection management
- Allergy intolerance management
- Audiometric testing
- Audit logs
- Bubble forms/optical mark recognition ("OMR")
- Case management - work-related
- Check-in/check-out
- Clinical decision support/scripted rules
- Clinical quality management
- Condition/problem list management (ICD-10)
- COVID-19 Monitoring
- Dictation/transcription/voice recognition
- Document management
- Document queue/inbox
- Document transmission
- Driver fitness determination
- Drug screen results
- EKG management
- Electronic prescribing/medication management
- Electronic signature
- Email management
- Emergency/break the glass access
- Employer organizations
- Encounter templates/visit notes
- Ergonomic screening questionnaire
- Flowsheet templates
- Forms library/forms management
- Health surveillance management
- Injection/immunization management
- Injury/illness reporting and management
- Insurance card scanning
- Language options/international settings
- Lost time tracking
- Mass injection management
- Order and result management
- OSHA logs
- Outbound Faxing
- Patient registration

- Phone notes
- Photo capture
- Pre-employment management
- Provider management
- Pulmonary function testing
- Questionnaire management
- Reminders/alerts/notifications
- Reporting
- Respirator fit testing
- Restriction and accommodation management
- Scheduling
- Tasking
- Travel management
- Vision testing
- Vitals tracking and management
- Workers' compensation management

The foregoing standard functionality and features may be altered or modified by Supplier.

## **2.2. Project Deployment Outline**

### **2.2.1. Project Initiation**

- Assignment of an account management team
  - Account manager
  - Project manager
  - Deployment personnel
- Creation of project artifacts for standard program deployment
  - Project charter
  - Project plan (includes risk analysis)

### **2.2.2. Base Enterprise Health Solution Deployment**

Base solution setup and configuration of standard programs and features outlined in Section 2.1 of this SOW will commence soon after SOW execution and can be completed using a rapid deployment approach. The base solution is set up and configured using a Supplier-led standard, disciplined, workflow driven process.

### **2.2.3. Enterprise Health Solution Consulting**

In parallel with base solution deployment, Supplier will consult with Client and Client will coordinate with and assist Supplier to:

- Identify, scope, and schedule client-specific configuration requirements based on client workflows, use cases, and unique practices.
- Identify, scope, and schedule any client-specific custom development requirements.
- Identify, scope, and schedule any optional program/feature requirements, including, but not limited to:

- Absence Management
- Asset Management
- Charge Capture / Billing Interface / Fee Schedule Management
- Check-in Kiosk
- Chronic Disease Management
- Employee Assistance Program (EAP) Management - Enhanced EAP Encounters, Worklist, and Reports
- Healthwise patient education
- Inbound Faxing
- Inventory Management
- Mobile Application
- Radiology / Image Management
- Telehealth
- Wellness Program Management - Enhanced HRA Consult Encounter
- Identify, scope and schedule interoperability requirements including data migration, interface and SSO projects.
- Identify, scope and schedule technical requirements including optional hosting environments.
- Provide guidance on best practices based on deployments with other Enterprise Health clients.
- Develop relevant scope document(s) and project plan(s).

In the event Client opts to deploy any Client-Specific configuration requirements, custom development requirements, optional programs/features, interoperability requirements, and/or technical project requirements Client agrees that such requirements shall be subject to additional fees (estimated fee ranges provided in the Estimate of Client-Specific Configuration, Interoperability, and Technical Project Fees table in Section 5.5 of this SOW), governed by a separate scope document, and subject to the terms of the Agreement.

#### **2.2.4. Vendor Governance**

Supplier will assist the Client in facilitating the fulfillment of Client cybersecurity and privacy approval processes. Upon request, Supplier will provide Client with its security and privacy policies and procedures and appropriate information security artifacts in accordance with the terms set forth in Section 8.2(a) of the Agreement.

#### **2.3. Training**

Supplier will initiate workflow-, program-, and feature-specific training with the Client project team as part of base solution deployment. This initial training will include product demonstrations and access to applicable learning management system ("LMS") courses to enable the Client project team to make informed setup and configuration decisions.

Other training modalities (see Section 2.3.2. of this SOW) will be scheduled in preparation for go-live and will generally occur within a few weeks of planned go-live date(s).

##### **2.3.1. Training Costs**

The cost for one trainer to provide five (5) full days of remote training sessions prior to go-live is included in the base solution deployment fees. For training sessions exceeding ten (10) users, Supplier

recommends a minimum of two (2) trainers. Supplier offers online training via web conferencing and onsite training.

The cost of additional training (online or onsite) conducted Monday through Friday, is \$1,400/day or \$175/hr. For weekend or holiday training, the cost is \$225/hr. Hours spent traveling to and from an onsite training facility will be billed at \$125/hr. Travel mileage, flights, hotels, and associated meal and parking expenses are invoiced at cost. Training expenses set forth in this Section are expensed per trainer.

### **2.3.2. Training Modality Options**

During base solution deployment and consulting, the Supplier project team will closely work with the Client to identify and document the most effective training modality and plan. Training modality options include:

#### Train-the-Trainer

A trainer will educate a small group of individuals designated by the Client on all modules of EHS. This group of individuals will become superusers, responsible for conducting end-user training for all clinic users, across all locations. In this model, superusers are trained not only on system administrator functionality, but also on all modules and functionality of the software (e.g., scanning/indexing, scheduling, nursing functions, physician functions, case management, etc.).

#### Superuser Training

A trainer will teach a small group of individuals designated by the Client on the system administrator components of EHS. This is done in conjunction with either the train-the-trainer or end-user training options.

#### End-User Training

A trainer will conduct training sessions for groups of End Users designated by Client on role-specific programs and features of EHS. When onsite, a classroom setting, where each employee has access to a personal computer with internet, is recommended but not required.

### **2.3.3. Training Clarifications/Assumptions**

- Supplier will provide training session agendas with brief descriptions, and handouts will be distributed prior to the training.
- All remote training may be recorded and accessed for assistance in training future hires or employees.
- Client will reserve space for training and create a training calendar.
- Supplier will provide a training environment where users may practice at any time.
- Client will schedule equipment training (for any new, purchased equipment) with the appropriate vendor(s). Ideally, this should occur before employees receive full EHS training, so they can practice with the integration of devices in the test system.
- Client will provide high-level system workflow/process diagrams for all business processes within the system.
- Client may create workflow-specific test scripts or job aid materials.
- Supplier will provide training on system administrator components (e.g., user access, security, system settings, etc.).
- Supplier will introduce Help Desk support (FAQ, when to call, who to call).

- Supplier will review the process for implementing upgrades and new features.

#### **2.3.4. Go Live Support**

Following training, Supplier personnel provide remote go-live support, including hypercare support services during go-live to address any urgent configuration, training, or application usage issues. Supplier personnel also provide stabilization services for thirty (30) days post go-live. Project management and deployment services conclude thirty (30) days post go-live.

On-site go-live support is optional, but recommended. For an additional cost:

- A trainer can be onsite for go-live, at one (1) or all locations. Additional trainers are available, if needed.
- Go-live can be staggered across different locations and on different dates.

#### **2.4. Support**

Standard support services include patches, upgrades, bug-fixes, and help desk support for the standard product, at no additional charge. Supplier provides support personnel by phone, twenty-four (24) hours a day, seven (7) days a week. Client can expect calls to be answered directly during normal office hours Monday through Friday from 8:00 AM-5:00 PM EDT, and a call-back within thirty (30) minutes outside of those hours for emergency support.

##### **2.4.1. Available Support Options**

Supplier offers additional premium support options which provide Client with a named support professional and reserved application support, development, and IT consulting hours on a discounted basis. The fees represented in Section 5 of this SOW reflect the standard support that Supplier offers to all of its clients. Additional support option details are available upon request.

### **3. Professional Services**

The following professional services are included:

#### **3.1. Account Management**

Supplier will assign an account manager to Client to be responsible for executive-level communications regarding the relationship between Supplier and Client, this SOW, and any future SOWs.

#### **3.2. Project Management**

Supplier will provide project management services that include business rules requirements gathering, documentation, and project management. Supplier will create a project plan that will be shared with the Client. The Client retains responsibility for writing, updating, and maintaining their own standard operating procedures and test scripts. The Client can leverage Enterprise Health help documentation and training material, along with Client standard operating procedures ("SOPs") to develop test scripts as needed.

For projects that require participation from third parties, Supplier shall include a customary amount of professional service hours in its quotes to Client in anticipation of the need for project management. If Supplier determines that a third party is not performing its duties, is not timely in completing its action

items, or otherwise unnecessarily increases Supplier's professional services expenditure, then Client understands that additional professional services hours may be required.

### **3.3. Deployment Professional Services**

Deployment or technical meetings should be scheduled Monday through Friday, during normal business hours. According to Supplier's standard rate schedule, after-hours, weekend, or holiday meetings are subject to additional fees. Deployment services include meeting agendas / minutes, standing weekly deployment meetings, base solution configuration and consulting, and assistance with testing.

### **4. Clarifications/Assumptions**

- Client will cooperate with Supplier in promptly responding to all requests from Supplier.
- Client will appoint a project manager, and Client will provide sufficient support and information to meet all timelines.
- Client will create a backup of any legacy database(s) prior to any data conversion. If no issues occur during conversion, no protection for the database is required beyond the initial backup.
- All work is performed during agreed-upon business hours.
- Supplier will charge pass-through costs where applicable (e.g., travel).
- The majority of the deployment and migration process will be completed remotely.
- Client will require its End Users to agree to any terms of use or privacy policies set forth by Supplier, including those that may be applicable to any EHS portals.

## **5. Fees**

### **5.1. Licensing Fees**

Subject to the terms of the Agreement and this SOW, Client's payment of license fees provide the number of End Users set forth below with access to the EHS. Clients may choose not to enable and configure all features initially, and may choose to do so over time. License fees are tied to the number of End Users and not tied to the number of features enabled and configured; however, optional programs and features may result in additional fees in accordance with the terms of this SOW. The license set forth herein applies to all End Users, which includes physicians, physician assistants, nurse practitioners, nurses, medical assistants, schedulers, case managers, clinic administrators, safety personnel, etc. Under no circumstances shall Client allow any person or entity that is not designated as an End User by Client to access or use the EHS unless such person is also a designated trainer or superuser. Client shall be responsible for ensuring that access to the EHS is terminated for any End User that has been terminated or is no longer contracted by or employed by Client. Further, Client shall not allow its End Users, including employees and agents, to transmit nor permit the transmission of any material that is illegal, obscene, indecent, profane, discriminatory, fraudulent, slanderous, libelous, unlawfully harassing, or otherwise injurious to a third party. Client shall cause its End Users as well as any other employees and agents that have access to EHS to comply with all applicable laws, including, but not limited to (1) state and federal privacy laws and regulations including, but not limited to, the Health Insurance and Portability and Accountability Act of 1996, as amended ("HIPAA"), as well as all policies and procedures of Client and Supplier governing the privacy and security of personally identifiable information and/or protected health information; and (2) in the event that Client intends to enter any Client Data arising from or relating to individuals that reside outside of the United States of America, applicable laws governing such data sharing and processing. .

Based on our understanding that there are 4,000 employees, the annual license fee is \$54,560 (\$13.64 per employee). The cost for each additional employee is \$13.64 per year. Client shall immediately notify Supplier should Client want to change the number of employees.

Please note all licensing fees proposed above, and deployment costs outlined below are for United States sites only.

## **5.2. Interface Hosting Fees**

Annual interface hosting fees cover the costs associated with maintaining and supporting the infrastructure required for security and reliable data exchange between systems. This includes network resources and regular monitoring to ensure seamless operation and connectivity for integrations. These fees will cover the following interfaces:

- SSO deployed with SAML 2.0 (uni-directional)
- Single HR interface from Workday to EH (uni-directional)
- Lab interface with Epic Beaker (bi-directional)
- Radiology Interface with Epic Radiant (bi-directional)
- CA state vaccination registry interface (outbound)
- TPA interface with AIMS (bi-directional)

Annual interface hosting fees for the 6 interfaces listed above are \$10,800 (\$1,800.00 each).

## **5.3. Hosting Environment Maintenance Fees**

Annual hosting environment maintenance fees for the Minimax hosting environment are \$20,000.00

## **5.4. Base Solution Deployment and Consulting Fees**

Base solution deployment fees and consulting fees for the standard EHS are \$50,000.00

## 5.5. Estimate of Client-Specific Configuration, Interoperability, and Technical Project Fees

| Estimate of Client-Specific Configuration, Interoperability, and Technical Project Fees                                                                    | Fee                 |
|------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|
| Incremental configuration (client-specific configuration, options, custom development and allowance for typical incremental configuration) (NTE 200 hours) | \$50,000.00         |
| Data migration/conversion of historical data from Cority ReadySet (NTE 275 hours)                                                                          | \$33,750.00         |
| Single HR demographics interface from Workday to EH (uni-directional)                                                                                      | \$15,000.00         |
| Lab interface with Epic Beaker (bi-directional)                                                                                                            | \$8,000.00          |
| Radiology Interface with Epic Radiant                                                                                                                      | \$6,250.00          |
| CA state vaccination registry interface (outbound)                                                                                                         | \$4,000.00          |
| TPA interface with AIMS (bi-directional) <sup>1</sup>                                                                                                      | \$7,000.00          |
| SSO deployed with SAML 2.0 (Imprivata)                                                                                                                     | \$2,000.00          |
| <b>TOTAL FEES</b>                                                                                                                                          | <b>\$126,000.00</b> |

(1) Further mutual scoping needed to confirm pricing.

Note that potential costs charged by other vendors are not reflected in the prices above.

## 5.6. Reimbursable Expenses

Out-of-pocket costs, including any pre-approved travel expenses, requested by Client shall be treated as a pass-through expense by Supplier.

## 5.7. Standard Rate Card

Any professional services required outside the scope of this project are billable at the hourly rates below:

| Service Category         | Hourly Rate |
|--------------------------|-------------|
| Senior Systems Architect | \$ 400.00   |
| Project Management       | \$ 250.00   |
| Development Services     | \$ 250.00   |
| Implementation/Training  | \$ 250.00   |

## 6.1. Deliverables Summary

| Deliverable              | Date to Invoice         | Estimated Timeline | Year 1      | Years 2-3 |
|--------------------------|-------------------------|--------------------|-------------|-----------|
| Base Solution Deployment | Upon contract execution | ~9 months          | \$50,000.00 | N/A       |

|                                                                                                                    |                                                                                       |              |                  |                 |
|--------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|--------------|------------------|-----------------|
| Client-Specific Configuration, Interoperability and Technical Projects (see items identified in section 5.3 above) | 50% Upon Client acceptance of scope document, and 50% Upon Acceptance of User Testing | ~9 months    | \$126,000.00     | N/A             |
| Training (40 hours remote training included)                                                                       | Additional training expenses invoiced upon Client acceptance of cost estimate         | 40 hours     | Included         | N/A             |
| Post Go-Live Support (Remote)                                                                                      | N/A                                                                                   | 30 Days      | Included         | N/A             |
| Annual License Fees:<br>4,000 Employees                                                                            | Upon contract execution, and thereafter, 1 year from previous effective date          |              | \$54,560         | \$54,560        |
| Annual Interface Maintenance Fees                                                                                  | Upon contract execution, and thereafter, 1 year from previous effective date          | N/A          | \$10,800         | \$10,800        |
| Annual Minimax Hosting Environment Maintenance Fees                                                                | Upon contract execution, and thereafter, 1 year from previous effective date          | N/A          | \$20,000.00      | \$ 20,000.00    |
|                                                                                                                    |                                                                                       | <b>Total</b> | <b>\$261,360</b> | <b>\$85,360</b> |

**IN WITNESS WHEREOF**, Client and Supplier have executed this SOW by their duly authorized representatives. The undersigned agree that the complete agreement between Supplier and Client consist of both (1) the Agreement; and (2) this SOW.

**“Supplier”**

**“Client”**

**ENTERPRISE HEALTH**

**Salinas Valley Memorial Healthcare System  
operating as Salinas Valley Health**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

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

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

# Board Paper: Finance Committee

Agenda Item: **Consider Recommendation for Board Approval of VMware Infrastructure Renewal**  
 Executive Sponsor: Alysha Hyland, Chief Administrative Officer  
 Date: September 10, 2026

## Executive Summary

VMware is the solution that Salinas Valley Health utilizes for managing and operating the server infrastructure for our onsite clinical and administrative information systems. Renewing the license is critical to maintaining ongoing access and management of our systems.

Renewing at three years provides a more favorable price structure than a single year renewal with savings of \$177,507 over three years (20.2% saved). This renewal also locks the annual price to avoid annual price increases for the length of the term.

## Timeline/Review Process to Date

Renewal Term: 10/31/2026-10/30/2029

## Pillar/Goal Alignment

✓ Quality/Safety    ☐ People    ✓ Operations    ✓ Finance    ☐ Growth    ☐ Community/Service

| Key Contract Terms             | Vendor: VMware Infrastructure       |
|--------------------------------|-------------------------------------|
| 1. Proposed effective date     | October 31, 2026                    |
| 2. Term of agreement           | October 31, 2026 – October 30, 2029 |
| 3. Renewal terms               | 3 Year (no automatic renewal)       |
| 4. Termination provision(s)    | None                                |
| 5. Payment Terms               | Net 30                              |
| 6. Annual cost                 | \$234,350.00                        |
| 7. Cost over life of agreement | \$703,050.00                        |
| 8. Budgeted (indicate y/n)     | Yes, operational                    |

## Recommendation

**SVH Administration requests a recommendation from the SVH Finance Committee to the SVH Board for Approval of VMware Infrastructure software multi-year agreement in the amount of \$703,050.00**

## Attachments

- CDW Renewal Quote #6B12BKX
- CDW Vizient Brief
- Board Checklist



# Quote Confirmation

AARON BURNSIDES,

Thanks for choosing CDW. Review the details of Quote # 6B12BKX and complete your purchase.

This proposal is subject to final CDW credit approval. Payment terms and conditions will be finalized in connection with such credit approval.

| Quote # | Created    | Account # |
|---------|------------|-----------|
| 6B12BKX | 08/24/2026 | 720970    |

**Pricing and Availability Notice -**

Due to ongoing supply chain challenges, some hardware manufacturers cannot guarantee product availability or pricing until the product is shipped. While we make every effort to honor quoted pricing, if a hardware manufacturer increases its price to CDW after a quote is issued or order is accepted, we may need to update your quoted price to reflect that change irrespective of any timeframes or validity periods set forth in the quote, including up to the date of shipment. In the event of a price adjustment, we will notify you prior to shipment. Any price adjustment would only occur if the hardware manufacturer increases its pricing to CDW.

## Year 1 10/31/2026- 10/30/2027 Details

Quote Reference# 20260824

| Delivery Address                                                  | Delivery Method      |
|-------------------------------------------------------------------|----------------------|
| SALINAS VALLEY HEALTH,<br>450 E Romie Ln , Salinas, CA 93901-4098 | Electronic Drop Ship |

| ITEM                                                                                                                                             | PRICE        | QTY | ITEM TOTAL   |
|--------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-----|--------------|
| <a href="#">VMWARE BROADCOM BUNDLE</a><br>MFG # VMW-CONFIG<br>CDW # 9155654<br><br>Contract: Vizient Tier 4 Software (#IT0031)<br><br>1148 cores | \$234,350.00 | 1   | \$234,350.00 |
| Subtotal                                                                                                                                         |              |     | \$234,350.00 |
| Shipping                                                                                                                                         |              |     | \$0.00       |
| Contract Fee                                                                                                                                     |              |     | \$0.00       |
| Recycle Fee                                                                                                                                      |              |     | \$0.00       |

|                                            | ITEM | PRICE | QTY | ITEM TOTAL          |
|--------------------------------------------|------|-------|-----|---------------------|
| Sales Tax                                  |      |       |     | \$0.00              |
| <b>Year 1 10/31/2026- 10/30/2027 Total</b> |      |       |     | <b>\$234,350.00</b> |

### Year 2 10/31/2027 - 10/30/2028 Details

Quote Reference# 20260824

|                                                                                              |                                                |
|----------------------------------------------------------------------------------------------|------------------------------------------------|
| <b>Delivery Address</b><br>SALINAS VALLEY HEALTH,<br>450 E Romie Ln , Salinas, CA 93901-4098 | <b>Delivery Method</b><br>Electronic Drop Ship |
|----------------------------------------------------------------------------------------------|------------------------------------------------|

|                                             | ITEM                                                                                                                                                 | PRICE        | QTY | ITEM TOTAL          |
|---------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-----|---------------------|
|                                             | <a href="#">VMWARE BROADCOM BUNDLE</a><br><br>MFG # VMW-CONFIG<br>CDW # 9155654<br><br>Contract: Vizient Tier 4 Software (#IT0031)<br><br>1148 cores | \$234,350.00 | 1   | <b>\$234,350.00</b> |
| Subtotal                                    |                                                                                                                                                      |              |     | \$234,350.00        |
| Shipping                                    |                                                                                                                                                      |              |     | \$0.00              |
| Contract Fee                                |                                                                                                                                                      |              |     | \$0.00              |
| Recycle Fee                                 |                                                                                                                                                      |              |     | \$0.00              |
| Sales Tax                                   |                                                                                                                                                      |              |     | \$0.00              |
| <b>Year 2 10/31/2027 - 10/30/2028 Total</b> |                                                                                                                                                      |              |     | <b>\$234,350.00</b> |

### Year 3 10/31/2028 -10/30/2029 Details

Quote Reference# 20260824

|                                                                                              |                                                |
|----------------------------------------------------------------------------------------------|------------------------------------------------|
| <b>Delivery Address</b><br>SALINAS VALLEY HEALTH,<br>450 E Romie Ln , Salinas, CA 93901-4098 | <b>Delivery Method</b><br>Electronic Drop Ship |
|----------------------------------------------------------------------------------------------|------------------------------------------------|

|  | ITEM                                                                            | PRICE        | QTY | ITEM TOTAL          |
|--|---------------------------------------------------------------------------------|--------------|-----|---------------------|
|  | <a href="#">VMWARE BROADCOM BUNDLE</a><br><br>MFG # VMW-CONFIG<br>CDW # 9155654 | \$234,350.00 | 1   | <b>\$234,350.00</b> |

|                                     | ITEM                                                          | PRICE | QTY | ITEM TOTAL   |
|-------------------------------------|---------------------------------------------------------------|-------|-----|--------------|
|                                     | Contract: Vizient Tier 4 Software (#IT0031)<br><br>1148 cores |       |     |              |
| Subtotal                            |                                                               |       |     | \$234,350.00 |
| Shipping                            |                                                               |       |     | \$0.00       |
| Contract Fee                        |                                                               |       |     | \$0.00       |
| Recycle Fee                         |                                                               |       |     | \$0.00       |
| Sales Tax                           |                                                               |       |     | \$0.00       |
| Year 3 10/31/2028 -10/30/2029 Total |                                                               |       |     | \$234,350.00 |

Quote Summary

| SUBTOTAL DETAILS |             |              |
|------------------|-------------|--------------|
| CATEGORY         | Order Total | TOTAL        |
|                  |             | \$703,050.00 |

Billing Details

**Billing Address**  
SALINAS VALLEY MEMORIAL HEALTHCARE  
ACCOUNTS PAYABL  
PO BOX 3827  
SALINAS, CA 93912-3827  
US

**Payment Terms**  
Net 30 Days-Healthcare

Please remit payment to

CDW Government LLC  
75 Remittance Dr Ste 1515  
Chicago, IL 60675-1515

**Need Help? Contact Your Account Manager**  
Lianet Cabrera  
[liangar@cdwg.com](mailto:liangar@cdwg.com)

[Help Center](#)

## Terms and Conditions

This order is subject to CDW's Terms and Conditions of Sales and Service Projects found [here](#).

### **VMWare Terms of Service - English USA**

*Your use of the VMware by Broadcom offerings identified within this order are subject to (a) the standard end user agreement at <https://www.vmware.com/agreements.html>, (b) the Specific Program Documentation (the "SPD"), and/or SaaS Listing applicable to the VMware by Broadcom offerings and Maintenance located at <https://www.broadcom.com/licensing> and (c) the additional terms within this order (collectively, the "End User Terms"). Any terms that may appear on your purchase order that vary from or purport to add to the End User Terms (including, without limitation, pre-printed terms) are deemed not appended, inapplicable and void.*

IT0031

CDW Government LLC

IT Hardware and Software Value Added Resellers

- Desktop/Workstations
- Notebooks/Laptops
- Tablets/eBook Readers
- Servers Storage and Memory products
- Displays & Projectors
- Networking Equipment
- Audio & Video
- Printers & Scanners Software Products
- IT Service

Effective dates: 01/01/2014 - 01/31/2027

Multi-source contract

**OTHER CONTRACTS IN THIS CATEGORY** IT0032 - Paragon Development Systems (PDS) IT VAR, IT0033 - PC Connection/MoreDirect/Gov Connection IT VAR, IT0034 - Insight Direct IT VAR

**PREVIOUS CONTRACTS IN THIS CATEGORY** IT132X - Eplus Technology, Inc., IT178X - CDW Government LLC, IT194X - Insight Public Sector, Inc., SVC1003X - Paragon Development Systems, U0919CX - PC Connection Information Tech Svcs, U0919GX - GovConnection Computer Services, U0919X - MoreDirect Information Tech Svcs

**DISTRIBUTION** Direct from the supplier

## Agreement access

**TO ACTIVATE CONTRACT TIERS** - For those who have access to request tiers, click the purple "Activate Now" button on the catalog contract details page to launch the online activation process. Follow the prompts and provide all requested data until you reach the Submit stage. If requesting a different tier, click the purple "Request a New Tier" button and follow the same process.

**ADDITIONAL FORM REQUIRED** This contract requires an end user agreement or Supplier provided form. The form is completed as part of the online activation process described above.

Pricing and terms

**PRICING** Pricing detail is available from the Contract Documents area of the contract details page in Vizient Catalog.

**PRICE TIERS** Refer to Vizient Catalog for tier eligibility requirements. If you qualify for a different tier from the one your facility is currently on, click the "Request a New Tier" button on the Facility Status line to initiate a new tier request with the supplier. Follow the prompts and provide all requested data until you reach the Submit stage.

**PRICE PROTECTION** Firm Price, Entire Term of the agreement but may be subject to reduction due to market conditions.

**CONTRACT TERM** Initial term is effective through 12/31/2023; Mutual One (1) One Year Option; upon written agreement.

**CONTRACT AND PRODUCT UPDATES** Product and price updates, promotions, supplier news and other changes that occur during the term of this contract are shared via Vizient Catalog. They can be viewed at the Contract News link on the contract details page.

## Contract process and award rationale

**COMPETITIVE CONTRACTING PROCESS** Vizient awards product agreements to the suppliers that offer best overall value, as determined through a comprehensive contracting process that follows the principles of the American Bar Association's Model Procurement Code and involves participating member organizations to the greatest practical degree. The process uses member-driven criteria and a weighted award decision tool that considers financial and product specification/quality factors. This contract was awarded based solely on the results of this process.

Based solely upon the results of this process, Vizient awarded this category as described on page 1.

### Request for proposal

Vizient issued a request for proposal in March 2013.

The RFP was issued to these suppliers: : CDW Government LLC, ePlus Technology Inc., Insight Direct USA Inc., Kyocera, Paragon Development Systems Inc., PC Connection/MoreDirect, Inc. /GovConnection, Inc. Inc. Presidio, Sentinel Technologies, SHI International Corp., System Design Advantage LLC, The Ergonomic Group Inc., Upstate Wholesale Supply, and Zones Inc..

Responses were received from these suppliers: CDW Government LLC, ePlus Technology Inc., Insight Direct USA Inc., Kyocera, Paragon Development Systems Inc., PC Connection/MoreDirect, Inc. /GovConnection, Inc. Inc. Presidio, Sentinel Technologies, SHI International Corp., System Design Advantage LLC, The Ergonomic Group Inc., Upstate Wholesale Supply, and Zones Inc. .

**Proposal evaluation**

In addition to financial value, the proposals were evaluated based on the following product specification /quality factors, which were developed and weighted by Vizient's Information Technology Council in February 2013:

- breadth and depth of offering, supplier capabilities/member value, member preference, and terms and conditions

**Member input**

A member preference survey was conducted in April 2013 in conjunction with the request for proposal to assess which suppliers' members find acceptable and prefer to use. Results were factored into the award recommendation.

**Best-and-final offer**

Based on the scoring results, CDW Government, Insight Direct, Paragon Development Systems, and PC Connection/MoreDirect/GovConnection were invited to submit their best-and-final pricing offer in October 2013.

**Award validation**

Based on the proposal scorecard results and the recommendation of the council, Vizient awarded this category as described above.

Vizient wishes to thank the members of the Information Technology Council for their valuable direction and input into this award decision.

## BOARD or CEO Packet Submission Checklist

### VMware Infrastructure Renewal

*The original of this completed/fully signed checklist and all required supporting documents are to be hand-delivered to reviewer listed below:*

- ✓ **BOARD or CEO PAPER** – required for all submissions; see attached instructions/sample
- ✓ **KEY CONTRACT TERMS** – required for all submissions – see table in Board/CEO Paper
- ✓ **CONTRACT** – negotiated final contract with vendor signature
- ✓ **PROCUREMENT PROCESS DOCUMENTATION** – required for all submissions requiring Board/CEO review/approval per Procurement Management Policy (see policy for details; indicate which sub-category is applicable):
  - ✓ If for data processing/telecommunications goods/services of \$25,000 or more, check applicable option and include documentation: **VP IT must review.**
    - ☐ RFP documentation *unless sole source or GPO applies. (2 vendor bid minimum)*
    - ☐ If Sole source – provide detailed justification
    - ✓ If GPO, submit qualifying verification from Supply Chain
  - ☐ If for professional/other services or medical/surgical equipment and supplies \$400,000 or more, check applicable option and include documentation:
    - ☐ RFP documentation *unless sole source or GPO applies. (2 vendor bid minimum)*
    - ☐ If Sole source – provide detailed justification
    - ☐ If GPO, submit qualifying verification from Supply Chain
  - ☐ If for non-medical materials/supplies/Public Works \$25,000 or more, check applicable option and include documentation:
    - ☐ RFP/Invitation for bids documentation (2 vendor bid minimum)
    - ☐ If Sole source – provide detailed justification
    - ☐ If GPO, submit qualifying verification from Supply Chain

Legal counsel/Contract Administrator/Specialist reviewed: No \_\_\_ or Yes ✓ \_\_\_ By Whom: Natalie James

**SUBMITTED BY DEPARTMENT DIRECTOR OR DEPARTMENT ADMINISTRATOR:**

|                                                                                                          |                                     |                             |
|----------------------------------------------------------------------------------------------------------|-------------------------------------|-----------------------------|
| <br>_____<br>Signature | Director/IT<br>_____<br>Title/Dept. | 09/11/2026<br>_____<br>Date |
|----------------------------------------------------------------------------------------------------------|-------------------------------------|-----------------------------|

**REVIEWED BY: (In the following order) – If Capital; Axiom approval in lieu of signature.**

|                                                                                                                     |                                  |
|---------------------------------------------------------------------------------------------------------------------|----------------------------------|
| VP IT: (if applicable) <br>_____ | Date: _____                      |
| Director Supply Chain: <u>Judi Melton</u><br>_____                                                                  | Date: <u>09/11/2026</u><br>_____ |

## Board Paper: Finance Committee

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Agenda Item: **Consider Recommendation for Board Approval of Stryker Power System 9**

Executive Sponsor: Alysha Hyland, Chief Administrative Officer

Date: September 21, 2026

### Executive Summary

SVH Administration requests a recommendation for the SVH Finance Committee for Board approval to purchase the Stryker Power System 9 Large Power System for \$817,598.31 and enter into a two-year service agreement with Stryker for \$146,038.56, for a total purchase amount of \$963,636.87. The purchase will replace the existing inventory of Stryker System 8 Large Power Sets, which has reached the end of its service life and can no longer be repaired when components fail. The Power System 9 provides improved durability, ergonomic handpieces, and battery charging through sterile wrap to reduce equipment downtime and improve workflow efficiency. Approval will ensure that surgical teams have reliable power equipment to support safe and efficient Orthopedic, Podiatry, Cardiac, and TAVR procedures.

### Background/Situation

SVH currently maintains 10 Stryker Large Power Sets, 6 Sternal Cardiac Saws, 2 Redo Sternum Saws, and related attachments. This equipment has reached the end of its expected service life, and obsolete replacement parts prevent units from being repaired when they fail. Because the Large Power Sets support the Joint Replacement, Cardiac, and TAVR programs, equipment failures contribute to procedural delays, workflow inefficiencies, and increasing difficulty supporting surgical case volume.

The proposed Stryker Power System 9 is available through Vizient GPO and has demonstrated reliability with SVH orthopedic and cardiac surgeons. The system offers improved durability, ergonomic handpieces designed to reduce surgeon fatigue, and battery charging through sterile wrap to minimize downtime during sterile processing. Replacing the existing equipment will provide surgical teams with dependable power systems needed to support safe and efficient procedures. Supply Chain continues to negotiate with Stryker to secure additional savings before the purchase is finalized.

### Timeline/Review Process to Date

- **June 2023:** Initial discussions with Stryker began to replace Small and Large Power Sets.
- **November 2024:** Board approved the Small Power replacement.
- **December 2024:** Small Power system implemented.
- **June 2025:** Budget approved for Large Power replacement.
- **September 2025:** Large Power replacement contract review initiated.
- **December 2025:** Project pushed to FY27 Budget.
- **August 2026:** Project revived and reevaluated.
- **September 2026:** Requesting Board Approval to proceed.

### Strategic Plan Alignment

The purchase of the Stryker Power System 9 supports the organization's strategic commitment to delivering high-quality surgical care by providing reliable equipment for the Orthopedic, Cardiac, and TAVR service lines. Replacing the existing end-of-life equipment will improve operational reliability, minimize equipment downtime, and support safe and efficient procedures as surgical volume increases.

### Pillar/Goal Alignment:

**X Service**   ☐ **People**   **X Quality**   ☐ **Finance**   **X Growth**   **X Community**

## Financial/Quality/Safety/Regulatory Implications

| Key Contract Terms             | Vendor: Stryker                                                                                                                                                                                                                                                                                                                                                                                                            |
|--------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. Proposed effective date     | September 30, 2026                                                                                                                                                                                                                                                                                                                                                                                                         |
| 2. Term of agreement           | <b>2 year</b><br><b>Equipment:</b> One-Time Stryker System 9 Purchase w/ 1-year initial warranty period w/ trade-in <b>\$817,598.31</b><br><br><b>Service:</b> Total Cost of Service Agreement <b>\$146,038.56</b><br><b>Year 1 Service Term:</b> Includes service for existing equipment plus the System 9 warranty<br><br><b>Year 2 Service Term:</b> Includes service for all equipment after the warranty period ends. |
| 3. Renewal terms               | None                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 4. Termination provision(s)    | <b>Service:</b> Termination for Convenience 60-day notice                                                                                                                                                                                                                                                                                                                                                                  |
| 5. Payment Terms               | Net 30                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 6. Annual cost                 | One-time Payment: \$817,598.31(Capital Purchase, Including tax, and Trade-in value)<br>\$73,019.28 (Annual Service)                                                                                                                                                                                                                                                                                                        |
| 7. Cost over life of agreement | \$963,636.87                                                                                                                                                                                                                                                                                                                                                                                                               |
| 8. Budgeted (indicate y/n)     | Approved budget is \$1,048,945                                                                                                                                                                                                                                                                                                                                                                                             |

## Recommendation

SVH Administration requests a recommendation from the SVH Finance Committee to the SVH Board for Approval to purchase the Stryker Power System 9 in the amount of \$817,598.31 and a two-year service agreement with Stryker in the amount of \$146,038.56, for a total purchase amount of \$963,636.87, subject to final legal review.

## Attachments

- Capital Quote# 10890949
- Service Agreement Quote# 11150416
- GPO Brief MS1249
- Trade-in Quote

Quote Number: 10890949  
 Prepared For: SALINAS VALLEY MEMORIAL HLTHCR SYSTEM  
 Quote Date: 08/26/2026  
 Division: Instruments



| Ship To                                     | From                          |
|---------------------------------------------|-------------------------------|
| Name: SALINAS VALLEY MEMORIAL HLTHCR SYSTEM | Rep: Katie Kipp               |
| Account #: 210360                           | Email: katie.kipp@stryker.com |
| Address: 450 E ROMIE LN                     |                               |
| SALINAS, California 93901-4029              |                               |
| Phone: +18317591905                         |                               |
| Fax: +18314221645                           |                               |

**Equipment Products:**

| Product        | Description                                             | Qty | Sell Price  |
|----------------|---------------------------------------------------------|-----|-------------|
| 9208-000-000   | SYSTEM 9 SAGITTAL SAW                                   | 10  | \$8,560.68  |
| 9209-000-000   | SYSTEM 9 PRECISION SAW                                  | 10  | \$12,914.07 |
| 9206-000-000   | SYSTEM 9 RECIPROCATING SAW                              | 10  | \$8,723.22  |
| 9205-000-000   | SYSTEM 9 DUAL TRIGGER ROTARY HANDPIECE                  | 10  | \$10,651.82 |
| 6203-110-000   | AO Small Attachment                                     | 10  | \$1,412.30  |
| 6203-113-000   | Hudson Attachment                                       | 10  | \$1,412.30  |
| 6203-135-000   | Hudson/Modified Trinkle Attachment                      | 10  | \$1,412.30  |
| 8203-126-000   | DUAL TRIGGER PIN COLLET                                 | 10  | \$2,270.15  |
| 8203-026-000   | DUAL TRIGGER WIRE COLLET                                | 10  | \$2,270.15  |
| 8203-133-000   | 1/4" LOCKING KEYLESS CHUCK                              | 10  | \$1,396.28  |
| 6203-131-000   | 1/4" Keyed Chuck                                        | 10  | \$1,391.11  |
| 6203-210-000   | AO Large Reamer Attachemnt                              | 10  | \$1,412.30  |
| 9215-000-000   | SYSTEM 9 LARGE BATTERY                                  | 40  | \$1,124.33  |
| 9110-120-000US | System 9 Sterile Battery Charger w/ (B) NEMA Power Cord | 3   | \$9,084.60  |
| 7102-650-000   | 4 Handpiece Solid Container Bundle                      | 10  | \$2,881.00  |
| 9207-000-000   | SYSTEM 9 STERNUM SAW                                    | 6   | \$8,692.12  |
| 9208-000-000   | SYSTEM 9 SAGITTAL SAW                                   | 2   | \$8,560.68  |
| 7207-003-000   | Sternum Blade Guard                                     | 12  | \$539.88    |
| 7207-002-000   | Long Sternum Blade Guard                                | 6   | \$539.88    |
| 7102-653-000   | CONT W/ SOLID BTM KIT                                   | 8   | \$2,445.00  |
| 9212-000-000   | SYSTEM 9 SMALL BATTERY                                  | 6   | \$1,050.13  |
| 7400-031-000   | TPX OSCILLATING SAW                                     | 4   | \$5,013.12  |

**Price Totals:**

Quote Number: 10890949  
Prepared For: SALINAS VALLEY MEMORIAL HLTHCR SYSTEM  
Quote Date: 08/26/2026  
Division: Instruments



|  |                                     |               |
|--|-------------------------------------|---------------|
|  | Total Sell Price:                   | \$764,208.98  |
|  | Sales Tax:                          | \$70,689.33   |
|  | Grand Total:                        | \$834,898.31  |
|  | Third Party Directed Payment:       | (\$17,300.00) |
|  | Net Customer Purchase Order Amount: | \$817,598.31  |

Pricing does not include applicable taxes and shipping. This transaction includes a third-party used equipment purchase program, wherein a third-party purchases Customer's used equipment and pays Stryker for Customer's benefit. Customer is responsible to Stryker for the third-party payment or any shortfall and agrees to pay and make Stryker whole within 90 days of receipt of new product for the full value of the new equipment and/or related services invoiced.

F.O.B. Destination  
Prices: In effect for 60 days  
Terms: Net 30 days  
Contact your local Sales Representative for more information about your flexible payment options.

Comments:

Quoted pricing expires October 1st 2026

Vizient Contract: MS1249

Includes one year free warranty

STRYKER REPRESENTATIVE SIGNATURE

AUTHORIZED CUSTOMER SIGNATURE

Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as maybe requested by law or by lawful order of any applicable government agency.

## SERVICE AGREEMENT

These terms and conditions, consisting of this cover page and any attached and referenced exhibits and schedules (collectively, this “**Agreement**”), is entered into by and between Stryker Sales, LLC, acting through its Instruments division (“**Stryker**”) and SALINAS VALLEY MEMORIAL HLTHCR SYSTEM (“**Institution**”) and, if applicable, its owned and operated acute health care facilities as listed in Exhibit A (each individually referred to as a “**Participant**,” and collectively with Institution, as the “**Customer**”). Stryker and Customer are individually referred to herein as a “**Party**” and collectively as the “**Parties**.”

|                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|---------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Overview and Background:</b> | This Agreement sets forth the terms and conditions upon which Stryker will provide support and maintenance services as set forth in this Agreement (the “ <b>Services</b> ”). This Agreement shall also indicate the capital equipment or software set forth on an applicable Equipment Service Plan which is set forth on <u>Exhibit B</u> of this Agreement (collectively, the “ <b>Equipment</b> ”) being covered by such Services. |
| <b>Effective Date and Term:</b> | The term of this Agreement shall commence on the date this Agreement is executed by the last Party (the “ <b>Effective Date</b> ”) and shall continue so long as Services are being provided under a Service Plan (the “ <b>Term</b> ”).                                                                                                                                                                                               |

**Signatures:** By executing this Agreement, each signatory represents and warrants that such person is duly authorized to execute this Agreement on behalf of the respective party.

|                                                                                        |                                                                                                                                                                                                |
|----------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>SALINAS VALLEY MEMORIAL HLTHCR SYSTEM</b>                                           | <b>STRYKER SALES, LLC.</b>                                                                                                                                                                     |
| Signature: <u>Allen Radner</u><br><small>Allen Radner (Nov 21, 2024 11:35 PST)</small> | Signature: <u>Amanda Martin</u>                                                                                                                                                                |
| Name: <u>Allen Radner</u><br><small>Allen Radner (Nov 21, 2024 11:35 PST)</small>      | Name: <u>Amanda Martin</u>                                                                                                                                                                     |
| Title: <u>President/CEO</u>                                                            | Title: <u>Sr Analyst ProCare Systems</u>                                                                                                                                                       |
| Date: <u>11/21/2024</u>                                                                | Date: <u>11/25/2024</u>                                                                                                                                                                        |
| <b>Address:</b><br>450 E ROMIE LN<br>SALINAS California 93901-4029                     | <b>Address:</b><br>1941 Stryker Way<br>Portage, MI 49002<br>Attn:<br><br><b>With a Copy to:</b><br>Stryker Sales LLC.<br>1901 Romence Road Parkway<br>Portage, MI 49002<br>Attn: Legal Counsel |
| Notices will be sent to the Parties at the addresses listed herein.                    |                                                                                                                                                                                                |

- Services.** Stryker shall provide to Customer the Services indicated on the applicable Service Plan. This Agreement and the Service Plan is ancillary to and not a complete substitute for the requirements of Customer to adhere to the routine maintenance instructions provided by Stryker, its equipment and operations manuals, and accompanying labels and/or inserts for each item of Equipment. Customer covenants and agrees that its personnel will follow the instructions and contents of those manuals, labels and inserts. Stryker reserves the right to hire subcontractors to perform the Services provided under this Agreement.
- Customer Obligations.** Customer shall use commercially reasonable efforts to cooperate with Stryker in connection with Stryker’s performance of the Services. Customer understands and acknowledges that Stryker

employees will not provide surgical or medical advice, will not practice surgery or medicine, will not come in physical contact with the patient, will not enter the “sterile field” at any time, and will not direct equipment or instruments that come in contact with the patient during surgery. Customer’s personnel will refrain from requesting Stryker employees to take any actions in violation of these requirements or in violation of applicable laws, rules or regulations, Customer policies, or the patient’s informed consent. A refusal by Stryker employees to engage in such activities shall not be a breach of this Agreement. Customer consents to the presence of Stryker employees in its operating rooms, where applicable, in order for Stryker to provide Services under this Agreement and represents that it will obtain all necessary consents from patients.

3. **Insurance.** Stryker shall maintain the following insurance coverage during the applicable Service PlanTerm: (i) commercial general liability insurance, including coverage for products and completed operations liability, with limits of \$1,000,000.00 per occurrence and \$3,000,000.00 annual aggregate applying to Stryker’s liability for bodily injury, personal injury, and property damage; (ii) automobile liability insurance with a combined single limit of \$1,000,000.00 each accident covering Stryker’s use of owned, hired, and non-owned vehicles; and (iii) worker’s compensation insurance as required by applicable law subject to statutory limits and employer’s liability insurance with limits of \$1,000,000.00 each accident and/or \$1,000,000.00 each employee and policy limit for disease covering Stryker’s employees. At Customer’s written request, certificates of insurance shall be provided by Stryker prior to commencement of the Services at any premises owned or operated by Customer. Notwithstanding any other requirements within this Agreement to the contrary, to the extent permitted by applicable laws and regulations, Stryker shall be permitted to meet the above insurance requirements through a program of self-insurance.

4. **Discount Disclosure and Reporting.** Stryker, as supplier, hereby informs Customer, as buyer on behalf of itself and each purchasing Participant, of each Participant’s obligation to make all reports and disclosures required by law or contract, including without limitation properly reporting and appropriately reflecting actual prices paid for each item supplied hereunder net of any discount (including rebates and credits, if any) applicable to such item on each Participant’s Medicare cost reports, and as otherwise required under the Federal Medicare and Medicaid Anti- Kickback Statute and the regulations thereunder (42 C.F.R. 1001.952(c) and 42 CFR Part 1001.952(h)). Pricing under this Agreement and each Service Plan may constitute discounts on the purchase of Services or on the rental of equipment in connection with this Agreement. Institution represents that (i) it shall make on behalf of each Participant, or cause such Participant to make on its own behalf, all required cost reports, and (ii) it has the corporate power and authority to make or cause such cost reports to be made.

5. **HIPAA Compliance.** Stryker is not a “business associate” of Customer, as the term “business associate” is defined by HIPAA (the Health Insurance Portability and Accountability Act of 1996 and 45 C.F.R. parts 142 and 160-164, as amended). To the extent the Parties mutually agree that Stryker becomes a business associate of Customer, the Parties agree to negotiate to amend the Service Plan or this Agreement as necessary to comply with HIPAA, and if an agreement cannot be reached the applicable Service Plan will immediately terminate. All medical information and/or data concerning specific patients (including, but not limited to, the identity of the patients), derived incidentally during the course of this Agreement, shall be treated by both Parties as confidential, and shall not be released, disclosed, or published to any party other than as required or permitted under applicable laws.

6. **Warranties.** Stryker represents and warrants that the Services shall be performed in a workmanlike manner and with professional diligence and skill. Services will comply with all applicable laws and regulations. Stryker currently has, or prior to the commencement thereof, will obtain, pay for, and maintain any and all licenses, fees, and qualifications required to perform the Services. In addition, if the Services are to be performed on Customer’s premises, Stryker represents and warrants that Stryker shall comply with all applicable safety laws and Customer’s then-current published safety and other applicable regulations. When Equipment or a component is replaced, the item provided in replacement will be the Customer’s property (if Customer owns the Equipment) and the replaced item will be Stryker’s property. If a refund is provided by Stryker, the Equipment for which the refund is provided must be returned to Stryker and will become Stryker’s property. TO THE FULLEST EXTENT PERMITTED BY LAW, THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION ARE THE ONLY WARRANTIES APPLICABLE TO THE SERVICES AND ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTY BY STRYKER, EXPRESSED OR

IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.

7. **Indemnity.** Stryker shall indemnify Customer from any third-party liability and/or damages which Customer suffers directly as a result of the gross negligence or willful misconduct of Stryker or its employees or agents in the course of providing Services. The foregoing indemnification will not apply to any liability arising solely from: (i) an injury or damage due to the negligence of any person other than Stryker's employee or agent; (ii) the failure of any person other than Stryker's employee or agent to follow any instructions outlined in the labeling, manual, and/or instructions for use of the Equipment; (iii) the use of any equipment or part not purchased from Stryker or any equipment or any part thereof that has been modified, altered or repaired by any person other than Stryker's employee or agent; or (iv) any actions taken or omissions made by any Stryker employee while under the direction or control of Customer's staff. Customer agrees to hold Stryker harmless from and indemnify Stryker for any claims or losses or injuries arising from (i)-(iv) above resulting from Customer's or its employees' or agents' actions.

8. **Limitation of Liability.** EXCEPT FOR THIRD PARTY DAMAGES RELATED TO STRYKER'S INDEMNITY OBLIGATIONS UNDER THE SECTION HEREOF ENTITLED "INDEMNITY," STRYKER'S LIABILITY ARISING UNDER THIS AGREEMENT WILL NOT EXCEED THE AMOUNT OF SERVICE FEES PAID UNDER THE APPLICABLE SERVICE PLAN DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE. IN NO INSTANCE WILL STRYKER BE LIABLE TO CUSTOMER FOR INCIDENTAL, PUNITIVE, SPECIAL, COVER, EXEMPLARY, MULTIPLIED OR CONSEQUENTIAL DAMAGES OR ATTORNEYS' FEES OR COSTS FOR ANY ACTIONS UNDER OR RELATED TO THIS AGREEMENT.

9. **Confidentiality.** Stryker and Customer: (a) shall hold in confidence this Agreement and the terms and conditions contained herein (including Services pricing) and any information and materials which are related to the business of the other or are designated as proprietary or confidential, herein or otherwise, or which a reasonable person would consider to be proprietary or confidential information; and (b) hereby covenant that they shall not disclose such information to any third party without prior written authorization of the one to whom such information relates. The rights and remedies available to a Party hereunder shall not limit or preclude any other available equitable or legal remedies.

10. **Agreement Coverage.** Stryker shall perform the Services more particularly described in the applicable Service Plan. The Services will cover the Equipment identified in a Service Plan. At any time during the term of a Service Plan, Customer may request to have additional Stryker equipment covered under the Service Plan. Any such change must be approved in writing by Stryker and may be subject to additional charges. Service Plans are applicable only to Equipment which has been determined by Stryker personnel to be in good operating condition upon his/her initial inspection thereof. If, upon inspection, initial repairs are required to put any Equipment back into good operating condition, the cost of such initial repairs will not be covered under this Agreement or any Service Plan, and will be separately invoiced at Stryker's then-current list price. If ProCare Prevent service is purchased, then on each scheduled on-site service call, Stryker personnel will inspect and adjust each available item of Equipment as required in accordance with Stryker's then-current maintenance procedures for the Equipment (the "**Preventative Maintenance**"). Preventative Maintenance inspections will be scheduled by Customer or Stryker at a mutually agreed upon time with Customer. Equipment not made available at the mutually agreed upon time will be serviced during the next scheduled service call or at another specified date. Any maintenance service call scheduled outside of Stryker's normal working hours, (Monday through Friday, 7:00 AM to 5:00 PM local time, excluding federal holidays) may carry an additional charge.

11. **Service Plan Term.** The term of each Service Plan shall be as stated therein ("**Service Plan Term**"). Stryker, Institution or a Participant may cancel a Service Plan for convenience by giving not less than sixty (60) days prior written notice to the other Party. Stryker shall promptly refund any unused prepaid Service fees upon any such termination. To the extent there are outstanding charges, Institution or Participant shall be responsible for all costs incurred by Stryker through the effective date of termination. Termination or expiration of the Agreement shall not affect the term of a Service Plan and the terms and conditions of the Agreement shall survive during the pendency of any Service Plan Term and be deemed incorporated herein by reference.

12. **Loaner Policy.** During the Service Plan Term, Stryker may provide to Customer at Stryker's sole discretion and based on availability, a complimentary item of equipment on loan ("**Loaner**") during the period in which Stryker is servicing, repairing and/or replacing Customer's Equipment ("**Loaner Period**"). The Loaner will remain the property of Stryker during the Loaner Period. At the end of the Loaner Period, Customer will have seven (7) days (unless a date soon thereafter is mutually agreed upon) to ship the Loaner to Stryker ("**Return Period**"). If Customer does not ship the Loaner by the end of the Return Period, Customer agrees to pay the purchase price of the Loaner ("**Loaner Purchase Price**"), which shall be equal to its current fair market value as agreed between Customer and Stryker. The Loaner Purchase Price shall be invoiced against the Customer's current purchase order on file. Upon payment of the Loaner Purchase Price ("**Payment**"), title to the Loaner shall transfer to the Customer. If, within a reasonable time after Payment, Customer wishes to return the Loaner to Stryker, then Stryker, in its sole discretion, may purchase the Loaner from Customer as agreed between Customer and Stryker.

13. **Advanced Exchange Program.** During the Service Plan Term, Stryker may at Stryker's sole discretion and based on availability, swap out Customer Equipment for repair ("**Repairable Equipment**") and provide Customer with a functionally equivalent equipment (the "**Replacement Equipment**"), Stryker will either (i) replace the Equipment during an On-site Visit or (ii) ship Replacement Equipment to Customer. In such an event, unless the Equipment is subject to a Flex Financial agreement, title to the Replacement Equipment shall be transferred from Stryker to Customer and Customer shall transfer title of the Repairable Equipment to Stryker and in connection therewith. Customer represents and warrants that it has good and valid ownership and title to the Repairable Equipment prior to such transfer and that the Repairable Equipment is transferred to Stryker free and clear of all mortgages, deeds of trust, liens, loans and encumbrances or other restrictions or limitation on their subsequent use. Repairable Equipment must be shipped by Customer to Stryker using a Stryker provided FedEx label within seven (7) days of receipt of the Replacement Equipment. (unless a date soon thereafter is mutually agreed upon) ("**Advanced Exchange Return Period**"). If Customer does not ship the Repairable Equipment by the end of the Advanced Exchange Return Period, Customer agrees to pay the mutually agreed purchase price of the Replacement Equipment ("**Replacement Equipment Purchase Price**"). Stryker shall ship Replacement Equipment by FedEx next day delivery when inventory supply allows. Customer shall not reuse a FedEx label; more than one item may be placed into any return shipment, but each FedEx label shall only be used the one time. Notwithstanding the foregoing, this Section 13 shall only apply to Equipment covered under ProCare Protect and ProCare Prevent with the Advanced Exchange Program.

14. **ProCare Protect**

a. **ProCare Protect Coverage.** Stryker shall provide the Services for Equipment set forth in the applicable Service Plan, subject to the limitations and exclusions contained herein ("**ProCare Protect Coverage**"):

- i. An unlimited number of repairs or replacements of the Equipment, due to damage associated with normal use, and wear, including all parts and labor associated with mail-in services;
- ii. Repair or replacement of the Equipment at Stryker's sole discretion;
- iii. If applicable, Loaner Equipment during the period that Equipment is in Stryker's possession for repair, except that all such loaner Equipment is subject to availability and Stryker's Loaner Policy (set forth in the Agreement);
- iv. All freight costs associated with shipments of repairs and loaner Equipment to Customer's facility;
- v. Prioritized repairs over non-contracted customers, with no additional administration or approval process;
- vi. Training to Participant personnel and surgeons in the safe and effective use of the Equipment; and
- vii. Other assistance reasonably requested by Participant in connection with the Equipment.

15. **ProCare Prevent**

a. **ProCare Prevent Coverage.** Stryker shall provide the ProCare Protect Coverage for the Equipment set forth in the applicable Service Plan, in addition to the Services below, subject to the limitations and exclusions contained herein:

- i. On-site Preventative Maintenance inspections (as set forth in Section 10 of the Agreement) and associated documentation (i.e., the Joint Commission, CMS or DNV equipment checklists), for the Equipment; and

- ii. Stryker may perform preventative maintenance and repairs in Customer's facility or at the applicable Stryker repair facility in Stryker's sole discretion.
- iii. All travel expenses associated with scheduled preventative maintenance inspections

16. **Invoices/Payments.** Stryker will submit to Customer an invoice for Services, and Customer shall pay the invoice in full within thirty (30) days from the date of invoice. In the event Customer wishes to dispute an invoice or portion thereof, Customer must notify Stryker in writing within fifteen (15) days of its receipt. The writing must provide Stryker with sufficient detail regarding the basis and amount of the dispute. If Customer does not dispute an invoice within fifteen (15) days of its receipt of same, the invoice will be deemed to have been accepted by Customer. If payment is overdue, Stryker reserves the right to: (a) suspend any or all Customer's Service until full payment is made; and/or terminate this Agreement upon written notice to the Customer.

17. **Non-Solicitation.** Customer agrees that, while a Service Plan is in effect hereunder, and for a period of one (1) year following the termination or expiration of the last Service Plan, it will not solicit any employees of Stryker to terminate their employment with Stryker, unless Stryker consents in writing. Nothing herein shall prohibit Customer from hiring employees of Stryker who respond to a general employment solicitation such as a newspaper advertisement.

18. **Background Check.** Stryker warrants that all of its employees who will be at Customer's facility to perform Services will have undergone a criminal background check as part of Stryker's hiring practice. The background check will consist of the following:

- Education verification, which includes a review of employee's submitted educational institutions to ensure proper accreditation;
- Drug Screen
- Employment history verification;
- SSN trace, including address history verification;
- FDA Debarment and Disqualified/Restricted List search;
- OIG/HHS Exclusion List check;
- SAM/GSA Exclusion List check;
- Criminal history search, including a national and county search and a national sex offender registry search and a search of all jurisdictions where the employee has lived or worked during the last seven years; and
- Motor vehicle check.

During a Service Plan Term, Customer may request a conference with Stryker at any reasonable time regarding the performance, behavior or expectations of any Stryker service personnel who are assigned to Customer's facility. Any Stryker service personnel who willingly and knowingly violate Customer's rules, procedures, or policies may be removed immediately at Customer's option and will be replaced by Stryker promptly.

19. **Limitations and Exclusions from Service Plan.** Notwithstanding any other provision of this Agreement, the Service Plan(s) do not cover the following, as determined by Stryker in its reasonable discretion: (1) abnormal wear or damage caused by failure to perform normal and routine maintenance as set out in the applicable maintenance manual or operating instructions provided with the Equipment;

(2) catastrophe, fire, flood or act(s) of God; (3) damage resulting from faulty maintenance, improper storage, repair, handling or use, damage and/or alteration by non-Stryker-authorized personnel; (4) equipment on which any original serial numbers or other identification marks have been removed or destroyed; (5) damage caused as a result of the use of the Equipment beyond the useful life, if any, specified for such equipment in the user manual; (6) service Stryker cannot perform because the Equipment has been discontinued or its parts have been discontinued or made obsolete; (7) service to the Equipment if the Equipment or the Equipment site is contaminated with potentially infectious substances; (8) Equipment that has been repaired or used with any unauthorized or non-Stryker components or by an unauthorized or non-Stryker third party; or (9) any Services provided for Equipment used for navigation does not include: (a) parts, labor & travel associated with hardware or instrument upgrades needed to

accommodate software upgrades, and (b) products associated with or required for use to accommodate software upgrades.

In addition, in order to ensure safe operation of the Equipment, only Stryker accessories should be used. Stryker reserves the right to refuse service to Equipment, terminate this Agreement and the Service Plan(s), and recall any Loaner if the Equipment is used with accessories or consumables not manufactured by Stryker. If, at any time, upon inspection of the Equipment, Stryker deems any single unit of Equipment to be unserviceable, a record and report of such will be made, and provided to the Customer.

20. **Miscellaneous.** No Party shall be liable for failure of or delay in performing obligations set forth in this Agreement, and no Party shall be deemed in breach of its obligations, if such failure or delay is due to natural disasters or any causes reasonably beyond the control of such Party. This Agreement shall be governed by and construed in accordance with the laws of the State of California and the Parties consent and agree that any and all litigation arising from this Agreement will be conducted by state or federal courts located in State of California. This Agreement shall inure to the benefit of, and be binding upon, Customer and Stryker and their respective successors and assigns. Neither Party may assign any of its rights or obligations under this Agreement without the prior written consent of the other Party. Any purported assignment in violation of the preceding sentence will be void. This Agreement constitutes the entire agreement between the Parties concerning the subject matter of this Agreement and supersedes all prior negotiations and agreements between the Parties concerning the subject matter of this Agreement. In the event of an inconsistency or conflict between this Agreement and any purchase order, invoice, or similar document, this Agreement will control. Any inconsistency or conflict between the terms of this Agreement and a Service Plan shall be resolved in favor of the Service Plan. The sections entitled Discount Disclosure and Reporting, Warranties, Indemnity, Limitation of Liability, Confidentiality and Miscellaneous of this Agreement shall survive its termination or expiration.

**EXHIBIT A**  
**PARTICIPANT LIST**

| <b><u>Participant Name</u></b>        | <b><u>Address</u></b> | <b><u>Telephone and Name of Contact(s) including Accounts Payable Contact</u></b> | <b><u>ID #</u></b> |
|---------------------------------------|-----------------------|-----------------------------------------------------------------------------------|--------------------|
| SALINAS VALLEY MEMORIAL HLTHCR SYSTEM | 450 E ROMIE LN        |                                                                                   |                    |
|                                       |                       |                                                                                   |                    |
|                                       |                       |                                                                                   |                    |
|                                       |                       |                                                                                   |                    |
|                                       |                       |                                                                                   |                    |
|                                       |                       |                                                                                   |                    |
|                                       |                       |                                                                                   |                    |

**EXHIBIT B  
FORM OF SERVICE PLAN**

Pursuant to the terms of the Service Agreement (the "**Agreement**") entered into as of 11-25-2024 by and between SALINAS VALLEY MEMORIAL HLTHCR SYSTEM ("**Customer**"), and Stryker Sales LLC. ("**Stryker**"), the undersigned Participant desires to obtain the Services selected below, which, if applicable, will cover the Equipment indicated on Schedule 1 attached hereto. All capitalized terms not defined herein shall have the meanings set forth in the Agreement.

|                                                                                                                                         |                                                                                                             |                                                      |               |
|-----------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|------------------------------------------------------|---------------|
| SERVICE PLAN EFFECTIVE DATE<br>(if left blank, then the last-signed date below):                                                        | 10-01-2026                                                                                                  |                                                      |               |
| SERVICE PLAN TERM (in months):                                                                                                          | 24                                                                                                          |                                                      |               |
| PARTICIPANT NAME/ ACCT #:                                                                                                               | SALINAS VALLEY MEMORIAL HLTHCR SYSTEM                                                                       |                                                      | ACCT#: 210360 |
| BILLING ADDRESS:                                                                                                                        | PO BOX 3827 POBox 3827<br>SALINAS, California, 93912-3827                                                   | PHONE : _____                                        |               |
| SHIP TO NAME AND ADDRESS:                                                                                                               | SALINAS VALLEY MEMORIAL<br>HLTHCR SYSTEM<br>450 E ROMIE LN<br>SALINAS, California, 93901-4029               | CUSTOMER PO# : _____<br>PO must match Agreement Term |               |
| SELECTED SERVICE COVERAGE(S):                                                                                                           | <input type="checkbox"/> Protect<br><input checked="" type="checkbox"/> Prevent<br>Navigation<br>Airo       |                                                      |               |
| SELECT PAYMENT PLAN:<br><small>All payments due net 30 and do not include applicable tax.</small>                                       | <input type="checkbox"/> Monthly payment: <u>\$6,084.94</u>                                                 |                                                      |               |
| ADDITIONAL SERVICES (if applicable):                                                                                                    |                                                                                                             |                                                      |               |
| ACCEPTED BY STRYKER:<br><br><b>Stryker Sales, LLC., acting through its<br/>Instruments Division</b><br><br>BY: _____<br><br>DATE: _____ | SALINAS VALLEY MEMORIAL HLTHCR SYSTEM<br><br>SIGNATURE: _____<br>NAME: _____<br>TITLE: _____<br>DATE: _____ |                                                      |               |

Quote Number: 11150416  
Prepared For: SALINAS VALLEY MEMORIAL  
HLTHCR SYSTEM  
Account Number: 210360  
Quote Date: 08/27/2026

CUSTOMER'S COPY  
**Proposal**

| Proposal Submitted To |                                                                                       | From                   |
|-----------------------|---------------------------------------------------------------------------------------|------------------------|
| Name:                 | SALINAS VALLEY MEMORIAL HLTHCR SYSTEM                                                 | Katie Kipp             |
| Address:              | 450 E ROMIE LN<br>SALINAS, California 93901-4029                                      | katie.kipp@stryker.com |
| Phone:                | +18317591905                                                                          | Work #<br>Mobile #     |
| Email:                | We are pleased to submit our quotation on the following Stryker Instruments products. |                        |

PROCARE COVERAGE

Existing Equipment

| Product       | Description                                       | Months | Qty |
|---------------|---------------------------------------------------|--------|-----|
| 5400-052-000W | CORE 2 Console ProCare                            | 24     | 2   |
| SS62W         | Speed Spray62 ProCare                             | 24     | 1   |
| 9110-120-000W | System 9 Sterile Charger ProCare                  | 24     | 1   |
| 0424-600-000W | STERI-SHIELD 8 SURGICAL HELMET ProCare            | 24     | 9   |
| 0424-610-000W | STERI-SHIELD 8 SURGICAL HELMET WITH LIGHT ProCare | 24     | 3   |
| 0424-660-000W | STERI-SHIELD 8 BATTERY ProCare                    | 24     | 9   |
| 0424-655-000W | STERI-SHIELD 8 120V CHARGER ProCare               | 24     | 2   |
| 4605-000-000W | SYSTEM 9 CORDLESS DRIVER PROCARE                  | 24     | 6   |
| 4607-000-000W | System 9 CD NXT Handpiece ProCare                 | 24     | 6   |
| 4000-000-000W | Cordless/Rotary Attch ProCare                     | 24     | 12  |
| 4400-000-000W | POWEReam Attachment ProCare                       | 24     | 3   |
| 9212-000-000W | SYSTEM 9 SMALL BATTERY PROCARE                    | 24     | 3   |
| 7400-015-000W | TPX Micro Drill ProCare                           | 24     | 4   |
| 7400-034-000W | TPX Sagittal Saw ProCare                          | 24     | 4   |
| 7400-037-000W | TPX Reciprocating Saw ProCare                     | 24     | 4   |
| 7400-062-000W | TPX Electric Wire Driver ProCare                  | 24     | 4   |
| 7400-099-000W | TPX Universal Driver ProCare                      | 24     | 4   |



Instruments

|               |                                    |    |   |
|---------------|------------------------------------|----|---|
| 7400-000-000W | TPX Attachment ProCare             | 24 | 8 |
| 9000-200-000W | ProCare Diagnostic Services Tier 1 | 24 | 2 |

New Equipment

| Product       | Description                                                   | Months | Qty |
|---------------|---------------------------------------------------------------|--------|-----|
| 9205-000-000W | SYSTEM 9 DUAL TRIGGER ROTARY PROCARE<br>- First Year Included | 24     | 10  |
| 9206-000-000W | SYSTEM 9 RECIPROCATING SAW PROCARE<br>- First Year Included   | 24     | 10  |
| 9208-000-000W | SYSTEM 9 SAGITTAL SAW PROCARE<br>- First Year Included        | 24     | 12  |
| 9209-000-000W | SYSTEM 9 PRECISION SAW PROCARE<br>- First Year Included       | 24     | 10  |
| 9207-000-000W | SYSTEM 9 STERNUM SAW PROCARE<br>- First Year Included         | 24     | 6   |
| 9000-000-000W | SYSTEM 9 ATTACHMENT PROCARE<br>- First Year Included          | 24     | 12  |
| 9215-000-000W | SYSTEM 9 LARGE BATTERY PROCARE                                | 24     | 6   |
| 7400-031-000W | TPX Oscillating Saw ProCare<br>- First Year Included          | 24     | 4   |
| 9110-120-000W | System 9 Sterile Charger ProCare<br>- First Year Included     | 24     | 3   |

|                         |              |
|-------------------------|--------------|
| Procure Coverage Amount | \$146,038.56 |
| Monthly Payment         | \$6,084.94   |

**SCHEDULE 1 to EXHIBIT 1**  
**EQUIPMENT**

Quote Number: 11150416  
Prepared For: SALINAS VALLEY MEMORIAL HLTHCR SYSTEM  
Account Number: 210360  
Quote Date: 08/27/2026

**Repair Items Schedule 1 - Section A**

| Product #     | Description                       | Serial #     |
|---------------|-----------------------------------|--------------|
| 5400-052-000W | CORE 2 Console ProCare            | 2412300689   |
| 5400-052-000W | CORE 2 Console ProCare            | 2412300789   |
| 9110-120-000W | System 9 Sterile Charger ProCare  | AC2400581009 |
| 4605-000-000W | SYSTEM 9 CORDLESS DRIVER PROCARE  | 2425718523   |
| 4605-000-000W | SYSTEM 9 CORDLESS DRIVER PROCARE  | 2425719123   |
| 4605-000-000W | SYSTEM 9 CORDLESS DRIVER PROCARE  | 2425719263   |
| 4605-000-000W | SYSTEM 9 CORDLESS DRIVER PROCARE  | 2426211113   |
| 4605-000-000W | SYSTEM 9 CORDLESS DRIVER PROCARE  | 2426211153   |
| 4605-000-000W | SYSTEM 9 CORDLESS DRIVER PROCARE  | 2435201953   |
| 4607-000-000W | System 9 CD NXT Handpiece ProCare | 2334106993   |
| 4607-000-000W | System 9 CD NXT Handpiece ProCare | 2334107053   |
| 4607-000-000W | System 9 CD NXT Handpiece ProCare | 2427715583   |
| 4607-000-000W | System 9 CD NXT Handpiece ProCare | 2431600123   |
| 4607-000-000W | System 9 CD NXT Handpiece ProCare | 2431600203   |
| 4607-000-000W | System 9 CD NXT Handpiece ProCare | 2431600333   |
| 9212-000-000W | SYSTEM 9 SMALL BATTERY PROCARE    | N/A          |
| 7400-015-000W | TPX Micro Drill ProCare           | 2422711753   |
| 7400-015-000W | TPX Micro Drill ProCare           | 2426908663   |
| 7400-015-000W | TPX Micro Drill ProCare           | 2426908673   |
| 7400-015-000W | TPX Micro Drill ProCare           | 2426908683   |
| 7400-034-000W | TPX Sagittal Saw ProCare          | 2424162663   |
| 7400-034-000W | TPX Sagittal Saw ProCare          | 2424162673   |
| 7400-034-000W | TPX Sagittal Saw ProCare          | 2424162683   |
| 7400-034-000W | TPX Sagittal Saw ProCare          | 2424162693   |
| 7400-037-000W | TPX Reciprocating Saw ProCare     | 2320101213   |
| 7400-037-000W | TPX Reciprocating Saw ProCare     | 2408260793   |
| 7400-037-000W | TPX Reciprocating Saw ProCare     | 2408260843   |

**Instruments**

|               |                                      |            |
|---------------|--------------------------------------|------------|
| 7400-037-000W | TPX Reciprocating Saw ProCare        | 2427558163 |
| 7400-062-000W | TPX Electric Wire Driver ProCare     | 2430533913 |
| 7400-062-000W | TPX Electric Wire Driver ProCare     | 2430534493 |
| 7400-062-000W | TPX Electric Wire Driver ProCare     | 2430534503 |
| 7400-062-000W | TPX Electric Wire Driver ProCare     | 2430534573 |
| 7400-099-000W | TPX Universal Driver ProCare         | 2430537663 |
| 7400-099-000W | TPX Universal Driver ProCare         | 2430538113 |
| 7400-099-000W | TPX Universal Driver ProCare         | 2430541153 |
| 7400-099-000W | TPX Universal Driver ProCare         | 2430541393 |
| 9000-200-000W | ProCare Diagnostic Services Tier 1   | N/A        |
| 9205-000-000W | SYSTEM 9 DUAL TRIGGER ROTARY PROCARE | N/A        |
| 9206-000-000W | SYSTEM 9 RECIPROCATING SAW PROCARE   | N/A        |
| 9208-000-000W | SYSTEM 9 SAGITTAL SAW PROCARE        | N/A        |
| 9209-000-000W | SYSTEM 9 PRECISION SAW PROCARE       | N/A        |
| 9207-000-000W | SYSTEM 9 STERNUM SAW PROCARE         | N/A        |
| 9215-000-000W | SYSTEM 9 LARGE BATTERY PROCARE       | N/A        |
| 7400-031-000W | TPX Oscillating Saw ProCare          | N/A        |
| 9110-120-000W | System 9 Sterile Charger ProCare     | N/A        |

**Replacement Items Schedule 1 - Section B**

| Product #     | Description                                       |
|---------------|---------------------------------------------------|
| SS62W         | Speed Spray62 ProCare                             |
| 0424-600-000W | STERI-SHIELD 8 SURGICAL HELMET ProCare            |
| 0424-610-000W | STERI-SHIELD 8 SURGICAL HELMET WITH LIGHT ProCare |
| 0424-660-000W | STERI-SHIELD 8 BATTERY ProCare                    |
| 0424-655-000W | STERI-SHIELD 8 120V CHARGER ProCare               |
| 4000-000-000W | Cordless/Rotary Attch ProCare                     |
| 4400-000-000W | POWEReam Attachment ProCare                       |
| 7400-000-000W | TPX Attachment ProCare                            |
| 9000-000-000W | SYSTEM 9 ATTACHMENT PROCARE                       |

MS1249

Stryker Sales, LLC

Ortho Power Tools and Accessories

Effective dates: 10/01/2023 - 09/30/2026

Multi-source contract

**OTHER CONTRACTS IN THIS CATEGORY** MS1247 - Brasseler USA Medical Ortho Power Tools, MS1248 - ConMed Ortho Power Tools and Accessories , MS1252 - Zimmer US Ortho Power Tools and Accessories

**PREVIOUS CONTRACTS IN THIS CATEGORY** MS6921 - Brasseler Ortho Power Tools, MS6922 - ConMed Ortho Power Tools, MS6923 - Stryker Ortho Power Tools

**DISTRIBUTION** Through your Vizient Authorized Distributor for Med/Surg products OR direct from the supplier

## Agreement access

**TO ACTIVATE CONTRACT TIERS** - For those who have access to request tiers, click the purple "Activate Now" button on the catalog contract details page to launch the online activation process. Follow the prompts and provide all requested data until you reach the Submit stage. If requesting a different tier, click the purple "Request a New Tier" button and follow the same process.

## Pricing and terms

**PRICING** Refer to Vizient Catalog for line-item pricing.

**PRICE TIERS** Refer to Vizient Catalog for tier eligibility requirements. If you qualify for a different tier from the one your facility is currently on, click the "Request a New Tier" button on the Facility Status line to initiate a new tier request with the supplier. Follow the prompts and provide all requested data until you reach the Submit stage.

**PRICE PROTECTION** Firm Price, Initial Term of the agreement but may be subject to reduction due to market conditions.

**CONTRACT TERM** Initial term is effective through 09/30/2026; Mutual Two (2) One Year Options.

**CONTRACT AND PRODUCT UPDATES** Product and price updates, promotions, supplier news and other changes that occur during the term of this contract are shared via Vizient Catalog. They can be viewed at the Contract News link on the contract details page.

## Contract process and award rationale

**COMPETITIVE CONTRACTING PROCESS** Vizient awards product agreements to the suppliers that offer best overall value, as determined through a comprehensive contracting process that follows the principles of the American Bar Association's Model Procurement Code and involves participating member organizations to the greatest practical degree. The process uses member-driven criteria and a weighted award decision tool that considers financial and product specification/quality factors. This contract was awarded based solely on the results of this process.

Based solely upon the results of this process, Vizient awarded this category as described on page 1.

### Request for proposal

Vizient issued a request for proposal in September 2022.

The RFP was issued to these suppliers: Brasseler USA Medical, ConMed Corporation, Jarmon Medical, Omega Surgical Instruments, Stryker Sales, LLC, Zimmer USA Inc.

Responses were received from these suppliers: Stryker Sales, LLC, ConMed Corporation, Brasseler USA Medical, Zimmer US, Inc.

### Proposal evaluation

In addition to financial value, the proposals were evaluated based on the following product specification /quality factors, which were developed and weighted by Vizient's Orthopedic Council in August 2022:

- Service, Supply and Value Adds, Clinical Quality and Product Acceptability, Breadth and Depth, EPS, Terms and Conditions, Member Preference

### Member input

A member preference survey was conducted in November 2022 in conjunction with the request for proposal to assess which suppliers' members find acceptable and prefer to use. Results were factored into the award recommendation.

**Best-and-final offer**

Based on the scoring results, Stryker Sales, LLC, ConMed Corporation, Brasseler USA Medical, Zimmer US, Inc were invited to submit their best-and-final pricing offer in May 2023.

**Award validation**

Based on the proposal scorecard results and the recommendation of the council, Vizient awarded this category as described above.

Vizient wishes to thank the members of the Orthopedic Council for their valuable direction and input into this award decision.



# Purchase Estimate

PO059866

9/10/2025

**Billing:**

SALINAS VALLEY MEMORIAL HLTHCRE -  
210360  
450 E ROMIE LN  
SALINAS, CA, 93901-4029

**Ship To**

AA Medical  
Shipping Department  
9830 W. 190th St.  
Mokena IL 60448  
United States

**AA Medical Contacts:**

Sam Diehl  
Bryce Fredrickson

| Payee Contact | Terms | Expiration Date | Quote # |
|---------------|-------|-----------------|---------|
| Katie Kipp    |       | 11/1/2026       |         |

| Qty | Item         | Description                                    |
|-----|--------------|------------------------------------------------|
| 2   | 6110-120     | Stryker System 6 Battery Charger               |
| 10  | 6203-131-000 | Stryker 1/4" Jacobs Chuck                      |
| 10  | 8203-126-000 | Stryker Dual Trigger Pin Collet 2.0 - 3.2 mm   |
| 10  | 8203-126-000 | Stryker Dual Trigger Pin Collet 2.0 - 3.2 mm   |
| 10  | 6203-135-000 | Stryker Hudson Modified Trinkle Attachment     |
| 10  | 6203-113-000 | Stryker Hudson Drill Attachment                |
| 10  | 6203-110-000 | Stryker AO/Quick Connect Small Attachment      |
| 10  | 8206-000-000 | Stryker System 8 Reciprocating Saw             |
| 10  | 8205-000-000 | Stryker System 8 Dual Trigger Rotary Handpiece |
| 10  | 8208-000-000 | Stryker System 8 Sagittal Saw                  |
| 4   | 8207-000-000 | Stryker System 8 Sternum Saw                   |
| 8   | 7207-003-000 | Stryker Sternum Blade Guard, Standard          |
| 4   | 7207-002-000 | Stryker Sternum Blade Guard, Long              |
| 2   | 8208-000-000 | Stryker System 8 Sagittal Saw                  |

**Total \$17,300.00**

All Purchase Estimates are based on equipment being in good, working condition. Pricing is subject to change after expiration date.



PO059866

AA Medical  
9830 W 190th St, Suite M | Mokena, IL 60448

1 of 1

# Financial Performance Review

## July 2026

Iftikhar Hussain  
Chief Financial Officer

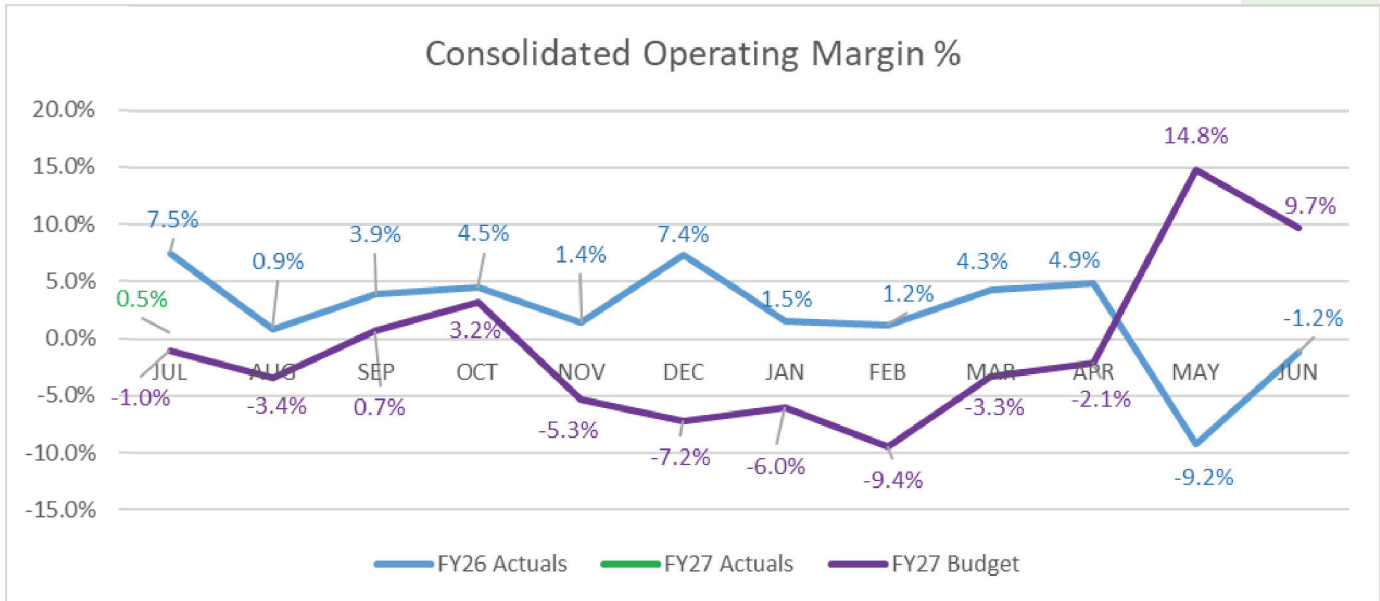
## Consolidated Financial Results July 2026

| Month   |         |            |                      |          | \$ in Millions                | YTD     |         |            |                      |         |
|---------|---------|------------|----------------------|----------|-------------------------------|---------|---------|------------|----------------------|---------|
| July    |         |            | Bud Variance (unfav) |          |                               | July    |         |            | Bud Variance (unfav) |         |
| Actual  | Budget  | Prior Year | \$                   | %        |                               | Actual  | Budget  | Prior Year | \$                   | %       |
| \$ 75.4 | \$ 72.5 | \$ 76.2    | \$ 2.9               | 4.0%     | Operating Revenue             | \$ 75.4 | \$ 72.5 | \$ 76.2    | \$ 2.9               | 4.0%    |
| 75.0    | 73.2    | 71.1       | (1.8)                | -2.5%    | Operating Expense             | 75.0    | 73.2    | 71.1       | (1.8)                | -2.5%   |
| 0.4     | (0.7)   | 5.1        | 1.1                  | 157.1%   | Income from Operations        | 0.4     | (0.7)   | 5.1        | 1.1                  | 157.1%  |
| 0.5%    | -1.0%   | 6.7%       | 1.5%                 | 150.00%  | Operating Margin %            | 0.5%    | -1.0%   | 6.7%       | 1.5%                 | 150.0%  |
|         |         |            |                      |          | Op. margin % full year target |         | 2.4%    |            |                      |         |
| (0.8)   | 4.0     | 0.9        | (4.8)                | -120.0%  | Non Operating Income          | (0.8)   | 4.0     | 0.9        | (4.8)                | -120.0% |
| (0.4)   | 3.3     | 6.0        | (3.7)                | -112.1%  | Net Income                    | (0.4)   | 3.3     | 6.0        | (3.7)                | -112.1% |
| -0.6%   | 4.5%    | 7.9%       | -5.1%                | -113.33% | Net Income Margin %           | -0.6%   | 4.5%    | 7.9%       | -5.1%                | -113.3% |

### Supplemental Payments

There were no supplemental payments received in July

# Consolidated Operating Margin



3

## Key Financial Indicators

| Indicator Metric                |  | YTD<br>7/31/2026 | Budget | S&P A+<br>Rated | YTD Prior<br>Year |
|---------------------------------|--|------------------|--------|-----------------|-------------------|
| Operating Margin                |  | 0.5%             | -0.3%  | 4.0%            | 6.4%              |
| Total Margin                    |  | -0.6%            | 5.1%   | 6.6%            | 7.9%              |
| EBITDA Margin                   |  | 5.8%             | 5.4%   | 13.6%           | 10.2%             |
| Days of Cash                    |  | 351              | 317    | 249             | 375               |
| Days of Accounts Payable        |  | 46               | 45     | -               | 44                |
| Days of Net Accounts Receivable |  | 64               | 60     | 49              | 68                |
| Supply Expense as % NPR         |  | 17.7%            | 17.3%  | -               | 13.4%             |
| Labor Expense as % NPR          |  | 56.0%            | 53.8%  | 53.7%           | 50.7%             |
| Operating Expense per APD       |  | 7,486            | 7,408  | -               | 7,863             |

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# Executive Summary

- July volumes were mixed with admissions of 1,073 at budget and 19% higher than prior year
- Census was 10% higher than budget and prior year
- ER volume was down 3% from PY due to low OP visits
- Surgery cases were close to budget and PY
- Infusion cases was off 5% from PY.
- Imaging was higher than budget and PY
- Deliveries were up 4% from PY
- Cath Lab – July cases are up 5% from PY

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## Executive Summary: July Financial Performance – Continued

### Cost and Utilization:

- **Worked FTEs** on a per Adjusted ADC basis were **8%** favorable at **6.9** - compared to a target of **7.5**
- **Payor Mix** was unfavorable with higher Medi-Cal and lower commercial as a percentage of gross revenue
- **Non-Operating Income** was under budget by \$4.8 million due to investment income unrealized losses due to higher interest rates
- **Days in AR** at **64** flat with prior month
- **Days Cash on Hand** decreased by 2 days to 351

| Key Metrics         | Prior 3 Months |               |               | Current Month  |               |
|---------------------|----------------|---------------|---------------|----------------|---------------|
|                     | Apr-26 Actual  | May-26 Actual | Jun-26 Actual | Jul-26 Actuals | Jul-26 Budget |
| Total Gross Revenue | \$ 298,735     | \$ 299,504    | \$ 324,206    | \$ 327,747     | \$ 305,244    |
| Medicare %          | 47%            | 46%           | 47%           | 47%            | 48%           |
| Medicaid %          | 28%            | 29%           | 27%           | 29%            | 26%           |
| Commercial %        | 19%            | 21%           | 21%           | 20%            | 22%           |
| All Other %         | 5%             | 4%            | 5%            | 5%             | 4%            |

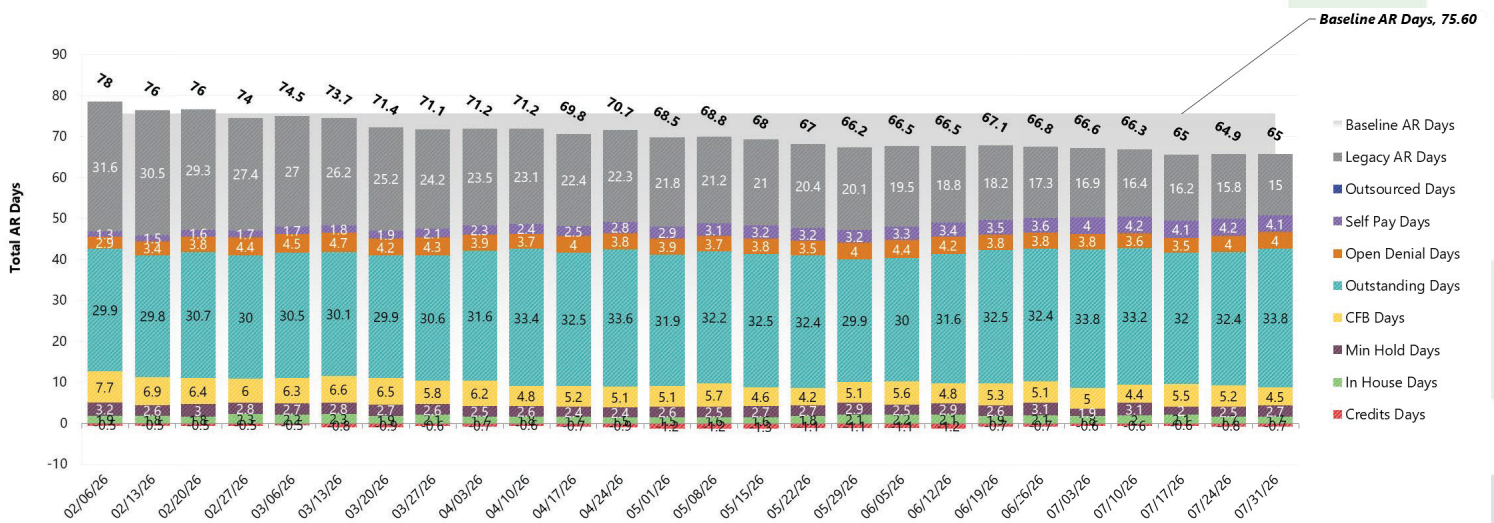
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# Volume Summary – July 2026

| Actual            | Prior Year | Jul Bud | Bud Var | Key Statistics                         | YTD   | YTD-PY | YTD Jul Bud | YTD Bud Var |
|-------------------|------------|---------|---------|----------------------------------------|-------|--------|-------------|-------------|
| Inpatient         |            |         |         |                                        |       |        |             |             |
| 111               | 101        | 97      | ↑ 14%   | ADC                                    | 111   | 101    | 97          | ↑ 14%       |
| 1,073             | 905        | 1,071   | ↑ 0%    | Admissions                             | 1,071 | 905    | 1,071       | ↑ 0%        |
| 117               | 112        | 111     | ↑ 5%    | Deliveries                             | 117   | 112    | 111         | ↑ 5%        |
| 1.7               | 2.0        | 2.1     |         | Medicare Traditional ALOS CMI Adjusted | 1.7   | 2.0    | 2.1         |             |
| 1.67              | 1.80       | 1.73    |         | Medicare Traditional Case Mix          | 1.67  | 1.80   | 1.73        |             |
| Emergency Room    |            |         |         |                                        |       |        |             |             |
| 3,980             | 4,286      | 4,652   | ↓ -14%  | ER OP Visits                           | 3,980 | 4,286  | 4,652       | ↓ -14%      |
| 853               | 686        | 714     | ↑ 19%   | ER IP Admissions                       | 853   | 686    | 714         | ↑ 19%       |
| 4,833             | 4,972      | 5,366   | ↓ -10%  | Total ER                               | 4,833 | 4,972  | 5,366       | ↓ -10%      |
| Procedures        |            |         |         |                                        |       |        |             |             |
| 150               | 168        | 148     | ↑ 1%    | IP Surgeries                           | 150   | 168    | 148         | ↑ 1%        |
| 322               | 317        | 321     | ↑ 0%    | OP Surgeries                           | 322   | 317    | 321         | ↑ 0%        |
| 389               | 370        | 325     | ↑ 20%   | Cath Lab                               | 389   | 370    | 325         | ↑ 20%       |
| 1,233             | 1,304      | 1,485   | ↓ -17%  | OP Infusion Cases                      | 1,233 | 1,304  | 1,485       | ↓ -17%      |
| 368               | 307        | 312     | ↑ 18%   | MRI Procedures                         | 368   | 307    | 312         | ↑ 18%       |
| 2,248             | 2,100      | 2,027   | ↑ 11%   | CT Scans                               | 2,248 | 2,100  | 2,027       | ↑ 11%       |
| Observation Cases |            |         |         |                                        |       |        |             |             |
| 191               | 203        | 156     | ↑ 22%   | Obs Cases                              | 191   | 203    | 156         | ↑ 22%       |

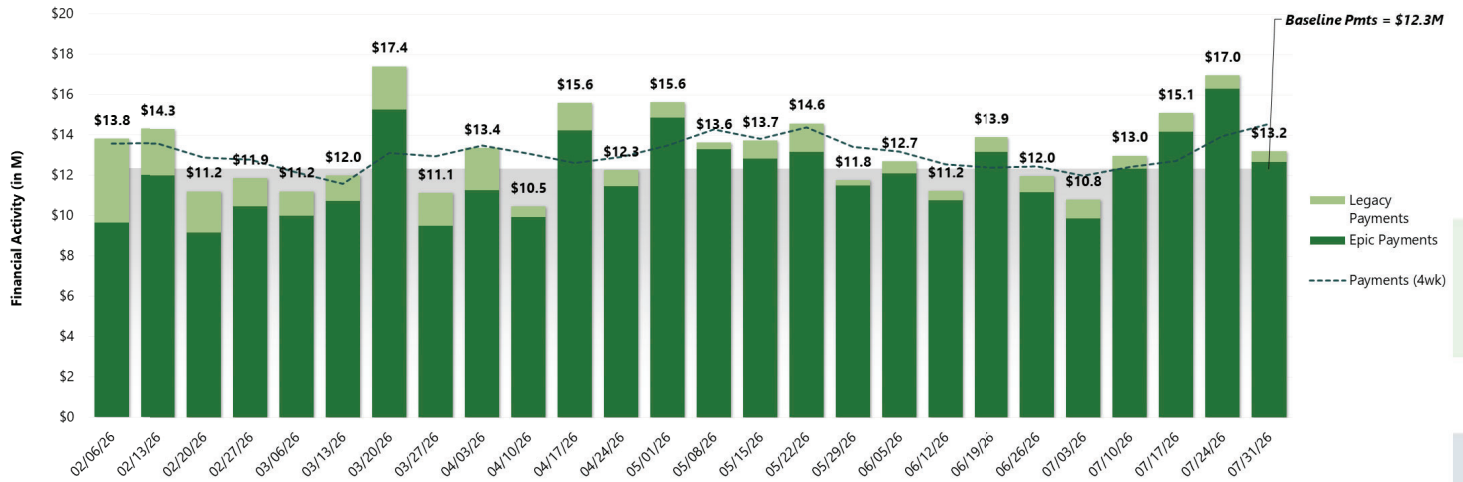
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## Accounts Receivable – AR Days Trend



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# Accounts Receivable –Payment Trend



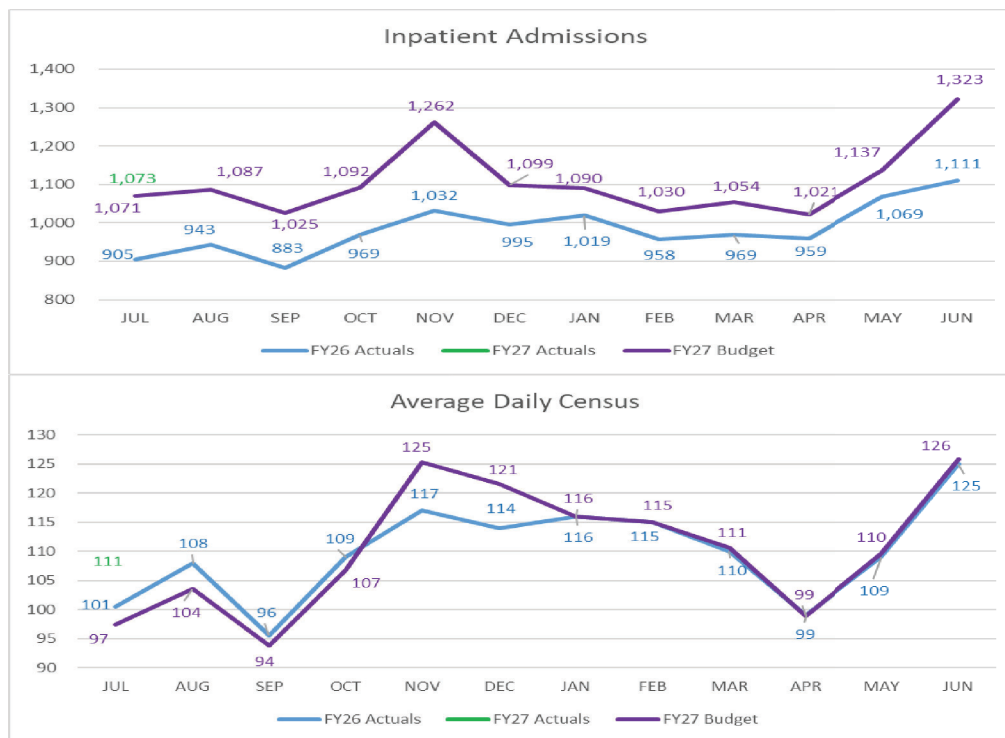
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## Medi-Cal and Other Supplemental Payments

| FY 2027           |       |                                                |              |  | Regular      | One Time   |
|-------------------|-------|------------------------------------------------|--------------|--|--------------|------------|
| Date              | Payor | Description                                    | Total Amount |  |              |            |
| None to Date      |       |                                                |              |  |              |            |
| Total FY 2027     |       |                                                |              |  | -            | -          |
| FY 2026           |       |                                                |              |  | Regular      | One Time   |
| Date              | Payor | Description                                    | Amount       |  |              |            |
| Oct 2025          | CAAH  | Direct Payment Program (net) Phase 2- CY 2023  | \$ 4,474,778 |  | \$ 4,474,778 |            |
| Oct 2025          | CAAH  | DMPH-Quality Incentive Payment CY 2024 Interim | 3,326,677    |  | 3,326,677    |            |
| Dec 2025          | CAAH  | CAAH-EPIC Training & Implementation            | 12,000,000   |  |              | 12,000,000 |
| Jan 2026          | CAAH  | Voluntary Rate Range-CY 2024 (net)             | 5,579,554    |  | 5,579,554    |            |
| Apr 2026          | CAAH  | Medi-Cal Quality Incentive Program (net)       | 2,944,592    |  | 2,944,592    |            |
| Apr 2026          | CAAH  | Direct Payment Program (net) Phase 1- CY 2024  | 3,902,248    |  | 3,902,248    |            |
| May 2026          | DHCS  | Medi-Cal OP Supplemental (net) CY 2024-25      | 955,663      |  | 955,663      |            |
| Jun 2026          | DHCS  | Medi-Cal Rate Range (net) CY 2025-26           | 2,218,743    |  | 2,218,743    |            |
| Oct 2026-Estimate | CAAH  | Direct Payment Program (net) Phase 2- CY 2024  | 3,899,576    |  | 3,899,576    |            |
| Oct 2026-Estimate | CAAH  | Direct Payment Program (net) Phase 1- CY 2025  | 18,190,740   |  | 18,190,740   |            |
| Total FY 2026     |       |                                                | 57,492,571   |  | 45,492,571   | 12,000,000 |

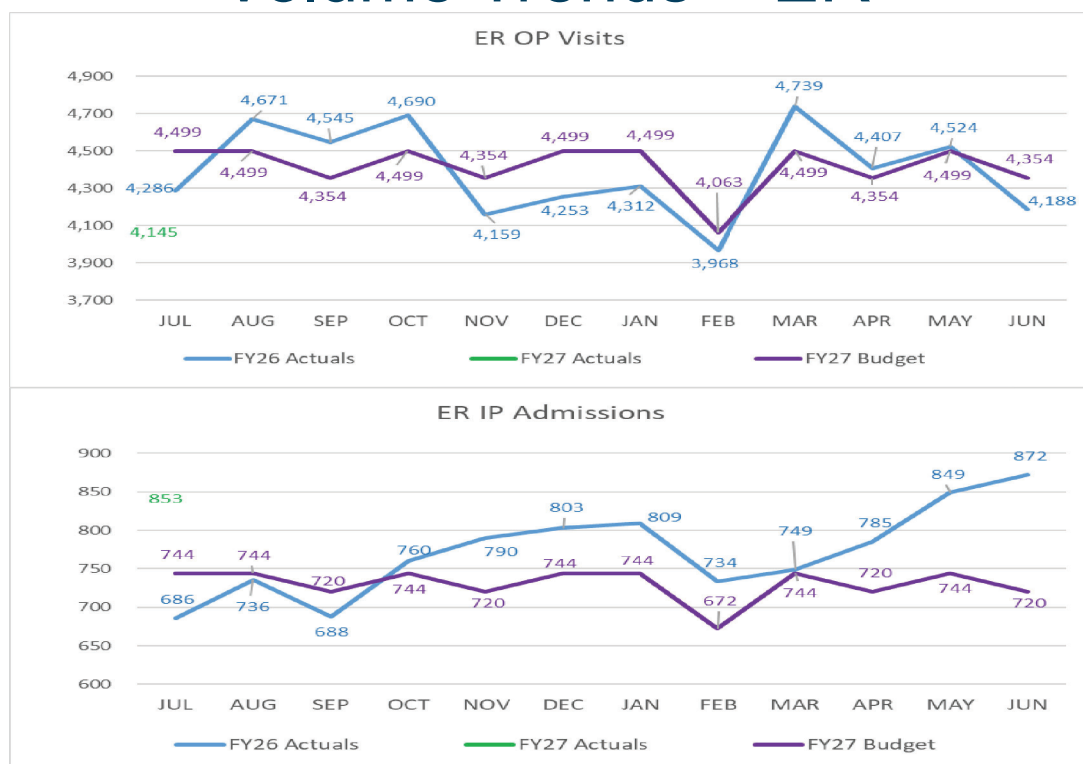
10

# Volume Trends – Admissions & ADC



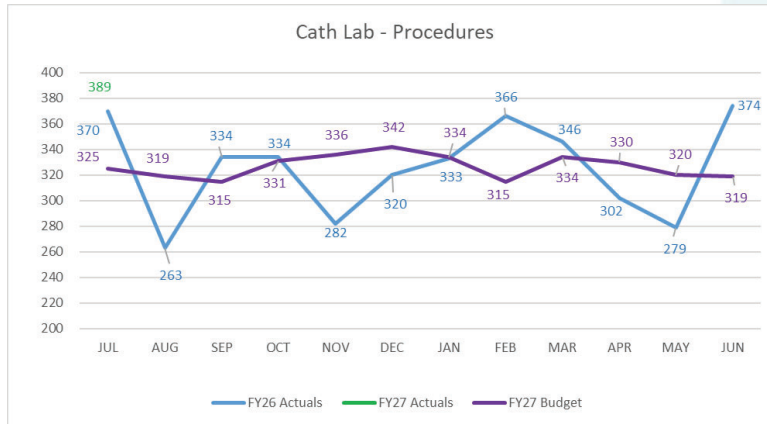
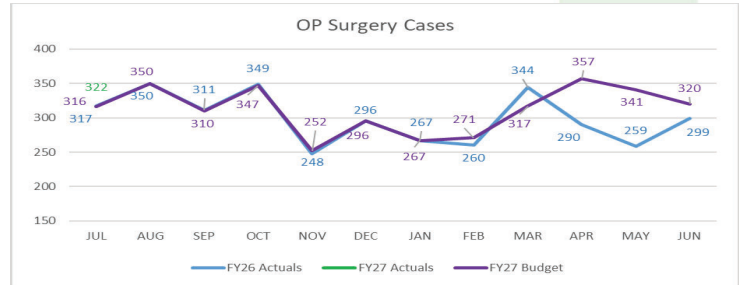
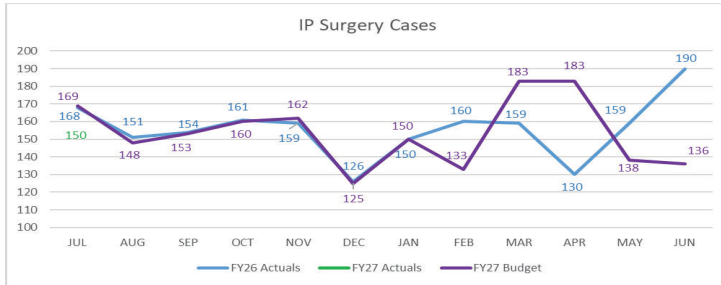
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# Volume Trends – ER



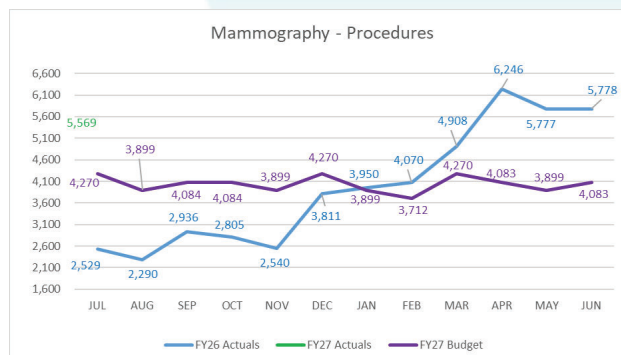
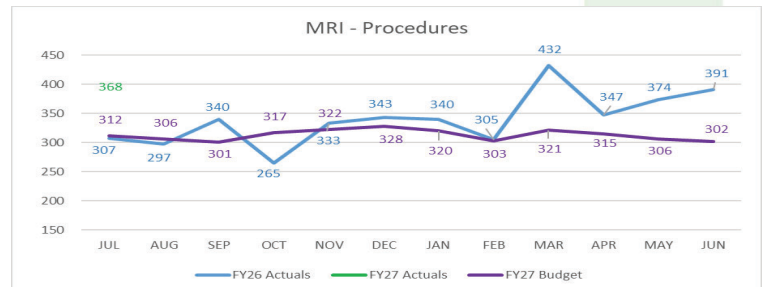
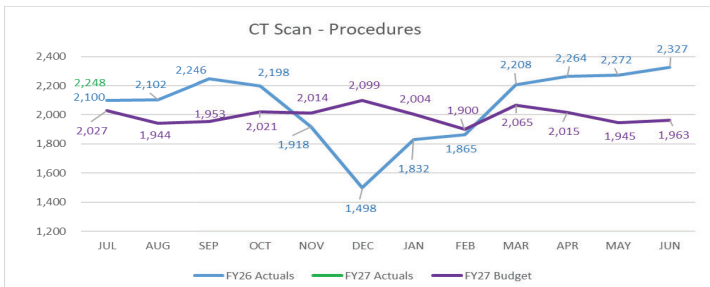
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# Volume Trends - Surgery and Cath Lab



13

# Volume Trends - Imaging



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# Labor Productivity

## As of July 2026 Year-to-Date

- **Worked FTE:** Worked FTE is favorable to target by 58.3 in the month (as defined by pay periods 1 – 3). The variance is primarily driven by:
  - **Volume:** ADC was higher than target by 1.3 resulting in an increased target
  - **Vacancies:** Open positions budgeted in FY2027 have not yet been filled leading to a positive variance
  - **Absences due to Vacation:** The budget assumed a 14.8% non-productive rate but the actual result was 15.5% resulting in fixed staff's worked hours being lower than plan (approximately 14.6 FTE)
  - **Contract Labor:** Contract labor usage is over budget at 4.1% of Worked FTE in the month (compared to a target of 3.8%) resulting in a negative FTE variance of 5.1
    - The overage is related to filling positions that are currently orienting, as well as hard to recruit positions
    - This is much improved compared to the prior year average of 5.7% driven by the Epic implementation

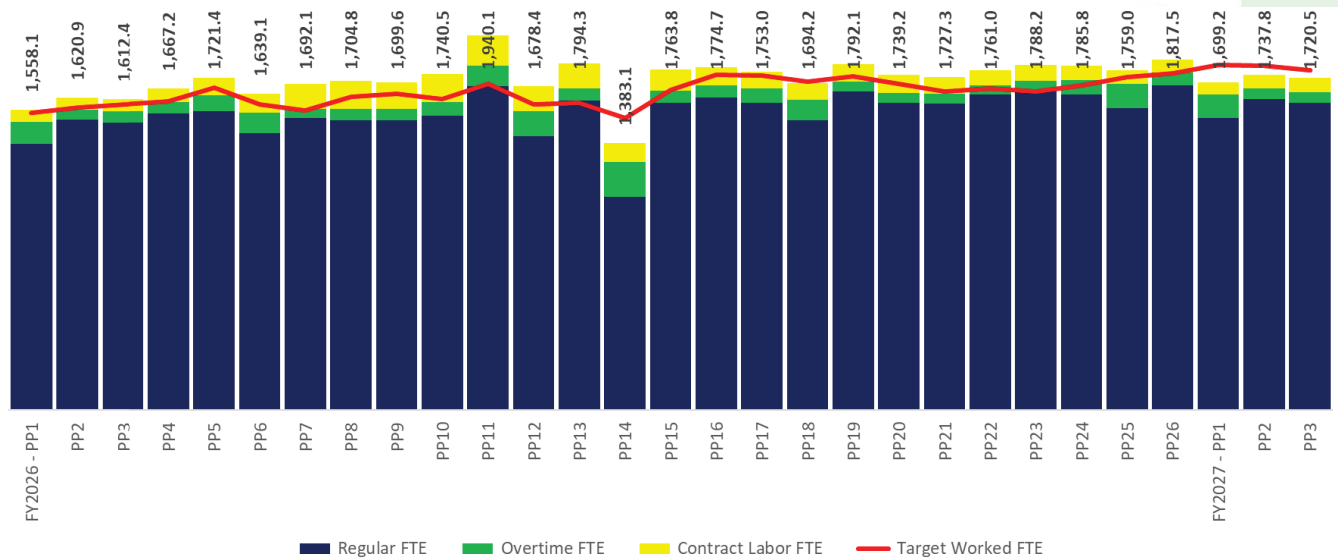
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## Labor Productivity Key Indicators

| Current Month |         |         |                   |                                       | Year-to-Date |         |         |                   |
|---------------|---------|---------|-------------------|---------------------------------------|--------------|---------|---------|-------------------|
| Prior Year    | Actual  | Target  | Variance (in FTE) |                                       | Prior Year   | Actual  | Target  | Variance (in FTE) |
| 1,597.1       | 1,719.2 | 1,777.4 | 58.3 FTE          | Worked FTE                            | 1,597.1      | 1,719.2 | 1,777.4 | 58.3 FTE          |
| 4.1%          | 3.8%    | 4.1%    | 5.7 FTE           | Overtime as a % of Worked Hours       | 4.1%         | 3.8%    | 4.1%    | 5.7 FTE           |
| 4.0%          | 4.1%    | 3.8%    | (5.1 FTE)         | Contract Labor as a % of Worked Hours | 4.0%         | 4.1%    | 3.8%    | (5.1 FTE)         |

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# SVH Medical Center Worked FTE Trend

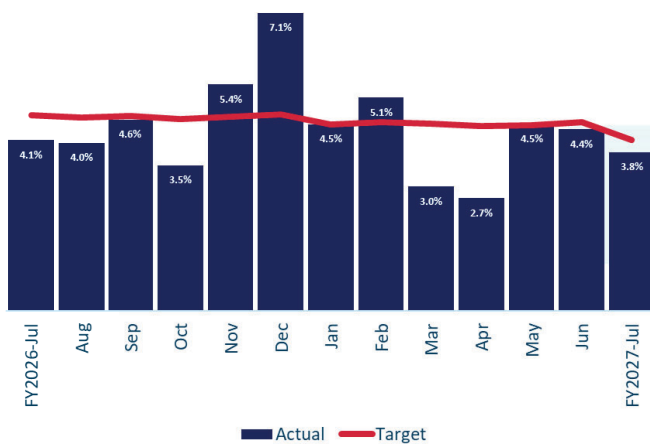


\* The budget excludes the vacancy factor in FY2026

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# Overtime & Contract Labor Trends

Overtime as a Percent of Worked FTE

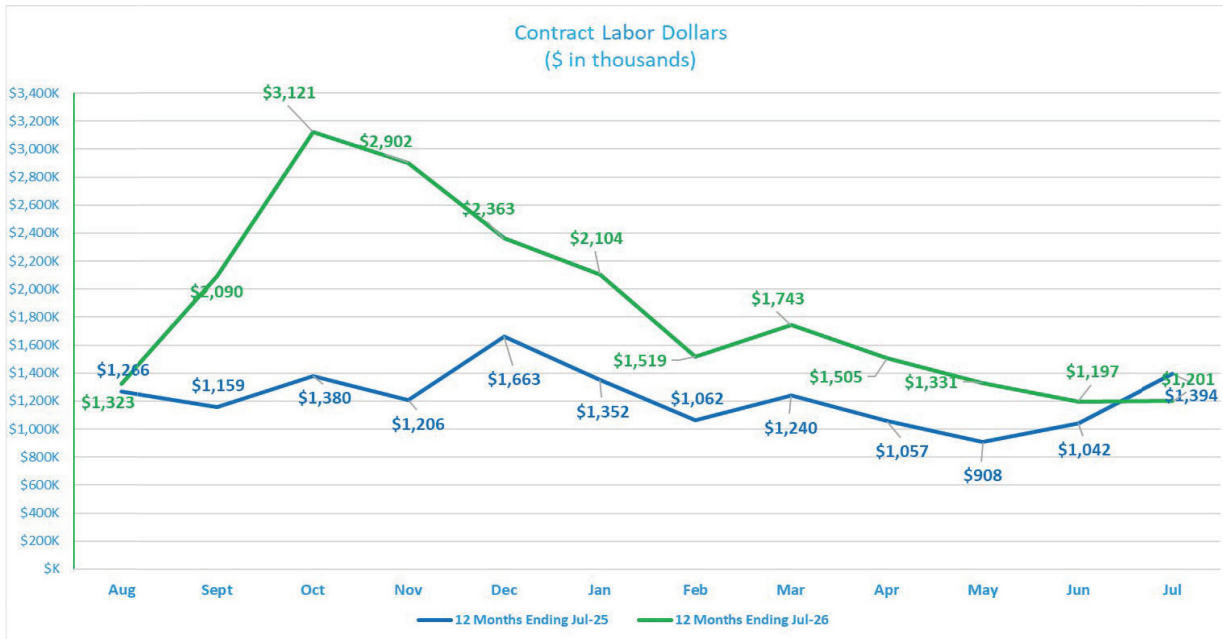


Contract Labor as a Percent of Worked FTE



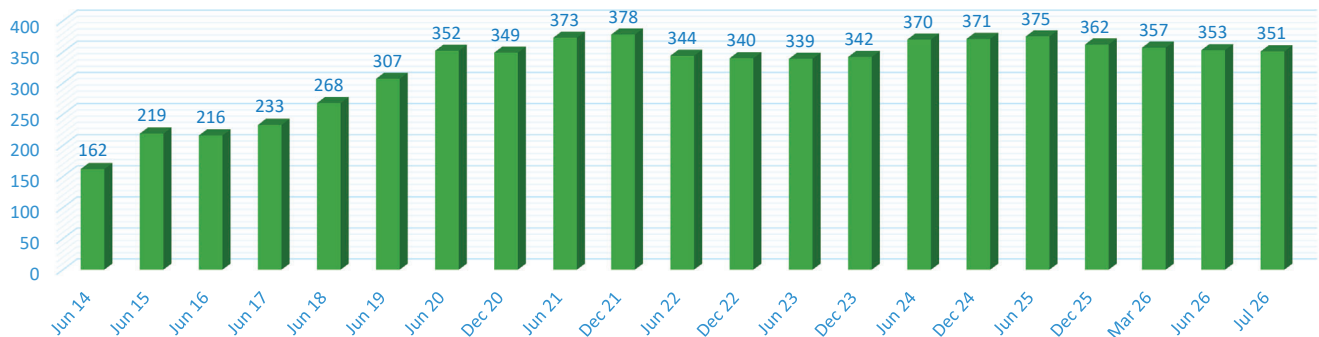
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# Contract Labor Trends

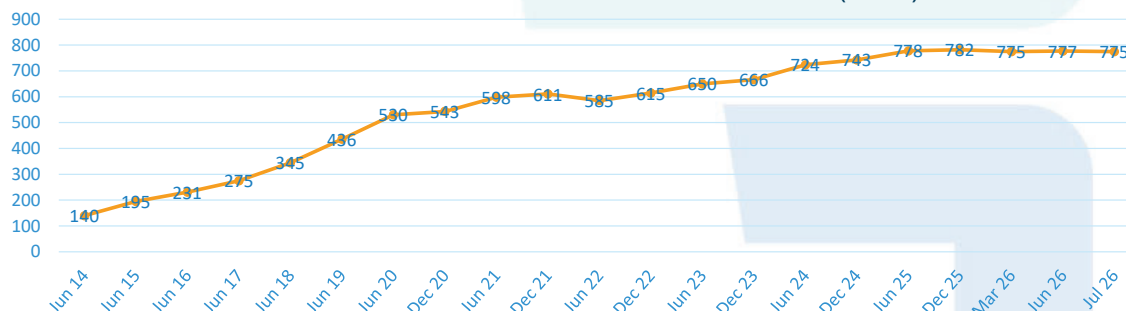


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Days Cash on Hand = 351 Days (\$775M) - July 2026



Consolidated Cash & Investments-Millions (\$000)



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# Questions/Comments

# *ADJOURNMENT*