



## PRICING AGREEMENT

This Product Pricing Agreement, together with Exhibit A, is entered into upon the date of full signature of both parties (the "Effective Date"), by and between Zimmer US, Inc. ("Zimmer"), and County of San Mateo Medical Center ("Customer").

### I. PARTIES

#### "Customer"

Name: County of San Mateo Medical Center  
Address: 222 West 39<sup>th</sup> Avenue  
City/State/Zip: San Mateo, CA 94403  
Phone: 650-573-2222  
Contact: Cassidy Hoehn [choehn@smcgov.org]  
Account #: 17460

#### "Zimmer"

Name: Zimmer US, Inc.  
Address: 345 E. Main Street  
City/State/Zip: Warsaw, IN 46580  
Phone: 925-951-1532  
Contact:  
Contract #: Z91SM

### II. TERM OF AGREEMENT

The term of this Agreement shall commence on January 1, 2017 and end on December 31, 2019 (the "Term"), unless terminated earlier pursuant section IV below or pursuant to a subsequent written agreement between the parties.

### III. PRODUCTS AND PRICING

The product categories (the "Products") covered by this Agreement and corresponding prices for the Products for the Term under this Agreement are described on Exhibit A, which is attached hereto and incorporated by reference herein. Unless otherwise agreed to by Zimmer in writing, all terms and conditions for purchases of the Products during the Term will be subject to Zimmer product-related documentation, terms and conditions, and all laws and regulations applicable to the sale of such Products.

Any discounts, rebates or other price reductions (collectively referred to herein as "discounts") issued by Zimmer to Customer constitute a discount under applicable law (42 U.S.C. Section 1320a-7b(b)(3)(A)), and have been agreed herein to at arms-length. Customer may have an obligation to report such discounts to any state or Federal program that provides reimbursement to Customer for the items to which the discount applies and if so, Customer acknowledges its obligation to fully and accurately report such discounts, retain necessary pricing documentation, and make them available to applicable governmental entities.

### IV. CONTRACT DOLLAR AMOUNT

In no event shall the Customer's total fiscal obligation under this Agreement and under all other agreements approved collectively by the single Resolution that authorizes this Agreement exceed THREE MILLION DOLLARS (\$3,000,000).

### V. EQUAL BENEFITS ORDINANCE

Zimmer shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of Zimmer's employee is of the same or opposite sex as the employee.

IN WITNESS WHEREOF, the parties have executed this Product Pricing Agreement on the dates set forth below.



## PRICING AGREEMENT

County of San Mateo Medical Center

Zimmer US, Inc.

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

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

Terry

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Glogovsky

Digitally signed by Terry Glogovsky  
DN: cn=Terry Glogovsky,  
o=Zimmer, ou=Pricing & Contracts,  
email=terry.glogovsky@Zimmer.co  
m, c=US  
Date: 2017.01.03 13:06:06 -05'00'

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date