
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549**

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): June 14, 2026

Outset Medical, Inc.

(Exact name of Registrant as Specified in Its Charter)

Delaware
(State or Other Jurisdiction
of Incorporation)

001-39513

20-0514392
(IRS Employer
Identification No.)

**3052 Orchard Dr.,
San Jose, California**
(Address of Principal Executive Offices)

(Commission File Number)

95134
(Zip Code)

Registrant's Telephone Number, Including Area Code: (669) 231-8200

Not Applicable

(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, \$0.001 par value per share	OM	The Nasdaq Stock Market LLC

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§ 230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§ 240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 1.01 Entry into a Material Definitive Agreement.

On June 14, 2026, Outset Medical, Inc., (the “Company”) entered into the Refresh Amendment (the “Amendment”) to the Purchasing Agreement with HCA Management Services, L.P. (“HCA”), dated May 1, 2020, as amended (collectively, the “Agreement”).

Under the terms of the Amendment, the parties have agreed, among other things, for HCA to refresh its existing fleet of Tablo Hemodialysis Systems by purchasing new Tablo Hemodialysis Systems commencing in 2026 through the end of 2028, for an aggregate contract value, net of rebates and allowances, of approximately \$40 million. This committed capital purchase agreement also provides a console and consumables purchase framework that supports potential future growth beyond the HCA hospitals that have already adopted the hemodialysis in-sourcing model with Tablo.

The foregoing summary of the Amendment does not purport to be complete and is qualified in its entirety by reference to the Amendment, a copy of which is filed herewith as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated by reference into this Item 1.01.

Item 2.02 Results of Operations and Financial Condition.

The Company is reiterating previously issued guidance for 2026, and plans to provide additional detail regarding the 2026 financial impact of the Amendment later in the year once it has visibility to the timing and ramp of the implementation.

The information contained in this Item 2.02 shall not be deemed “filed” for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), or otherwise subject to the liabilities of that section, nor shall it be deemed incorporated by reference into any other filing under the Securities Act of 1933, as amended (the “Securities Act”), or the Exchange Act, except as expressly set forth by specific reference in such a filing.

Forward-Looking Statements

This Current on Form 8-K contains forward-looking statements within the meaning of Section 27A of the Securities Act, and Section 21E of the Exchange Act. All statements other than statements of historical fact are forward-looking statements. Forward-looking statements are based on management’s current assumptions and expectations of future events and trends, which affect or may affect the Company’s business, strategy, operations or financial performance, and actual results and other events may differ materially from those expressed or implied in such statements due to numerous risks and uncertainties. Forward-looking statements include, but are not limited to, statements about the Company’s possible or assumed future results of operations and financial position, including expectations regarding projected revenues, gross margin, operating expenses, capital expenditures, cash use, cash burn, cash position, profitability and outlook; statements regarding anticipated customer orders, refreshes, expansions or other business opportunities including the expected closing, timing, size, scope and benefits thereof; and statements regarding the Company’s overall business strategy, plans and objectives of management. Forward-looking statements are inherently subject to risks and uncertainties, some of which cannot be predicted or quantified. Factors that could cause actual results or other events to differ materially from those contemplated in this Current Report on Form 8-K can be found in the Risk Factors section of the Company’s public filings with the Securities and Exchange Commission, including its latest annual and quarterly reports. Because forward-looking statements are inherently subject to risks and uncertainties, you should not rely on these forward-looking statements as predictions of future events. These forward-looking statements speak only as of their date and, except to the extent required by law, the Company undertakes no obligation to update these statements, whether as a result of any new information, future developments or otherwise.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit Number	Description
10.1#	Refresh Amendment to Purchasing Agreement by and between HCA Management Services, L.P. and Outset Medical, Inc., dated as of June 15, 2026
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

Certain portions of this exhibit have been redacted pursuant to Item 601 of Regulation S-K. The Company agrees to furnish supplementally an unredacted copy of the exhibit to the Securities and Exchange Commission upon its request.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

Outset Medical, Inc.

Date: June 17, 2026

By: _____
/s/ Renee Gaeta
Renee Gaeta
Chief Financial Officer

CERTAIN CONFIDENTIAL PORTIONS OF THIS EXHIBIT HAVE BEEN OMITTED AND REPLACED WITH “[***]”. SUCH IDENTIFIED INFORMATION HAS BEEN EXCLUDED FROM THIS EXHIBIT BECAUSE IT IS BOTH (I) NOT MATERIAL AND (II) THE TYPE OF INFORMATION THAT THE REGISTRANT TREATS AS PRIVATE OR CONFIDENTIAL.

HCA Management Services, L.P.
Refresh Amendment
Vendor: Outset Medical, Inc.
Agreement No. [*]**
Agreement Effective Date: May 1, 2020
Refresh Amendment Effective Date: June 15, 2026

As of the Refresh Amendment Effective Date above (“Refresh Amendment”), HCA Management Services, L.P., a Delaware limited partnership, having its principal place of business at 1100 Dr. Martin L. King, Jr. Blvd., Suite 1100, Nashville, TN 37203 (“HMS”), and Outset Medical, Inc. a Delaware Corporation, with a place of business at 3052 Orchard Drive, San Jose, CA 95134 (“Vendor”), agree as follows:

WHEREAS, HMS and Vendor are parties to the Purchasing Agreement dated May 1, 2020, for Tablo Hemodialysis, as amended, (“Agreement”);

WHEREAS, HMS and Vendor are parties to the HCA Extension Amendment dated September 23, 2025 (the “Extension Amendment”);

WHEREAS, HMS and Vendor expect Facilities to purchase [***] Tablo Hemodialysis Consoles (“Refresh Consoles”) on or before December 31, 2028 (“Refresh Period”), and in accordance with the table below (“Refresh”);

WHEREAS, Vendor desires to provide certain Products at the pricing set forth herein during the Refresh Period;

NOW, THEREFORE, in consideration of the promises and the covenants set forth herein, the Parties do hereby mutually agree as follows, Refresh Amendment Effective Date set forth above.

1. Definitions. The capitalized terms in this Refresh Amendment shall have the meaning designated in the Agreement, unless otherwise expressly stated in this document.

2. Extension Amendment. The Extension Amendment is hereby replaced with this Refresh Amendment as of the Refresh Amendment Effective Date.

3. Term. The Term of the Agreement is extended, with the Expiration Date listed in Exhibit B being changed to December 31, 2028.

4. Refresh. Facilities must purchase [***] new Consoles on or before December 31, 2028 in accordance with the tables set forth below and the terms of the Agreement and this Refresh Amendment.

Total Number of Tablo Hemodialysis Consoles and Carts Purchased During Refresh Period	Purchase Price
[***]	[***]
[***]	[***]
[***]	[***]

*[***]

Purchase Period	Minimum Number of Refresh Consoles required to be purchased during the Purchase Period
January 1, 2026 – [***]	[***]
[***]	[***]
[***] – December 31, 2028	[***]

*[***]

5. Trade-In. Vendor will provide a [***] credit for each Existing Console returned to Vendor and replaced with a Refresh Console during the prior to December 31, 2028 (“Trade-In”). Such Trade-In amount will be credited on the invoice of the purchased Refresh Console(s).

6. Rebates. Nothing herein shall discontinue or amend a Rebate program already in effect as of [***].

Additional Rebates. Rebates will be paid [***].

7. [***].

8. Additional Services. [***].

9. ANTI-KICKBACK STATUTE COMPLIANCE AND DISCOUNT

REPORTING. The Parties acknowledge that the Rebates, discounts or other price adjustments may qualify as a “discount” as defined under 42 U.S.C. § 1320a-7b(b)(3)(A) (the discount exception to the Anti-Kickback Law) and/or 42 C.F.R. § 1001.952(h) (the discount safe harbor to the Anti-Kickback Law) (“Safe Harbor”). Each Party represents and warrants that:

(a) The discount or Rebate represents a bona fide discount and is not offered to induce or reward referrals or purchases of any items or services reimbursable under a Federal health care program;

(b) Vendor shall disclose the discount or Rebate on the applicable invoice(s) or payment remittance in a manner sufficient to permit HMS and Facilities to meet their reporting obligations under the Safe Harbor;



(c) HMS and Facilities agree that they shall fully and accurately report the discount or Rebate, and reflect the discount received under this Agreement, in their cost reports or claims submitted to any Federal health care program, as required under applicable laws and regulations;

(d) Both Parties shall retain documentation related to the discount or Rebate, including this Agreement, applicable invoices, and related communications, and shall make such documentation available to the Secretary of the U.S. Department of Health and Human Services and other government authorities upon request, in accordance with 42 C.F.R. § 1001.952(h)(3).

The Parties agree to cooperate in good faith to ensure compliance with applicable Federal and State laws relating to discounts, and to amend this provision as necessary to conform with evolving legal or regulatory requirements.

10. Reserve Stock Obligations. [***].

11. Uptime Guarantee for New Consoles. For the duration of the Warranty Period and any subsequent Support Services Term, Vendor guarantees that Equipment purchased on or after the Effective Date of this Amendment will be available with a [***].

12. Support Service Fee Payment. For any Support Services not included in this Agreement, Vendor will invoice annual Support Service fees [***]; such invoices shall be submitted [***] and the invoices will be due and payable [***] after the date of the invoice.

13. Termination. The Parties acknowledge and agree that HMS cannot exercise Section 13.2 (Termination without Cause) of the Agreement during the Refresh Period.

14. Amendment to Exhibit A, Products and Pricing. Exhibit A, Products and Services with Prices to the Agreement is hereby deleted and replaced in its entirety with the revised Exhibit A attached hereto and incorporated herein.

15. Agreement Number. The Agreement Number, formerly [***], is herewith changed to Agreement Number [***], effective as June 15, 2026.

16. No Other Changes. Except as expressly amended hereunder, the terms and conditions of the Agreement shall remain in full force and effect.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties indicate their agreement to the terms of this amendment by the signatures of their authorized representatives.

HCA Management Services, L.P.,
a Delaware limited partnership,
by HPG Enterprises, LLC,
a Delaware limited liability company,
its general partner

Vendor: Outset Medical, Inc.
a Delaware corporation

HMS Signee: /s/ Todd Greener

Vendor Signee: /s/ Leslie Trigg

HMS Signee Name: Todd Greener

Vendor Signee Name: Leslie Trigg

HMS Signee Title: COO, HealthTrust Purchasing Group

Vendor Signee Title: CEO

HMS Signature Date: 6/14/2026

Vendor Signature Date: 6/11/2026

Exhibit A

Products and Services with Prices

[***]
